SAP SE General Terms and Conditions for SAP Interoperability Review from SAP Integration and Certification Center ("ICC") – German Law

1. SCOPE

1.1. These General Terms and Conditions ("**GTCs**") shall apply exclusively to all Service Offers/SAP Store Orders/SAP PBC Orders under which SAP SE (herein "**SAP**") provides any service through the SAP Integration and Certification Center to a software Vendor, whose software run or integrate with SAP Software (herein: "**Vendor**"). These GTCs apply to the Interoperability Review service listed at the SAP Integration Certification Framework Reference Guide.

1.2. These GTCs, and any applicable executed Service Offer/SAP Store Order/SAP PBC Orders, represent the sole and exclusive understanding of the Parties. No conflicting or other provision, including but not limited to any general terms and conditions of Vendor, shall become part of the Interoperability Review Contract, even if such conditions are appended to a Vendor's order and SAP performs the order without expressly rejecting such conditions.

2. DEFINITIONS

2.1. **"Affiliate"** means any legal entity that is affiliated with Vendor as defined according to Section 15 AktG (Aktiengesetz).

2.2. "**Confidential Information**" means all information which the Parties protects against unrestricted disclosure to others, furnished by one party to the other or otherwise obtained by the Parties under the Interoperability Review Contract that:

a) is clearly identified as confidential, internal or proprietary at the time of disclosure; or

b) is by its nature recognizable as potentially confidential or is disclosed in a manner that it may be reasonably inferred to be confidential, internal, or proprietary at the time of disclosure.

In addition, information of SAP, including without limitation software, know-how, business models, processes, techniques and concepts, information on customers and partners, information on any third-party software used, flow charts, documentations and product specifications, as well as the conditions of the Service Offer/SAP Store Order/SAP PBC Order and all agreements relating thereto, are understood to constitute Confidential Information of SAP without regard to the marking requirements above.

2.3. "**Export Laws**" means all applicable import, export control and sanctions laws, including but without limitation, the laws of the United States, the EU and Germany; e.g. the Export Administration Regulations, International Traffic in Arms Regulation, and economic sanctions programs implemented by the Office of Foreign Assets Control, the Regulation (EC) No. 428/2009 (EC Dual-use-Regulation), the regulations on restrictive measures (sanctions) implemented by the EU, the Foreign Trade and Payments Act (Außenwirtschaftsgesetz) and the Foreign Trade and Payments Ordinance (Außenwirtschaftsverordnung).

2.4. **"Integration Technology"** means the technology as defined in the SAP Integration Certification Framework Reference Guide.

2.5. "**Intellectual Property Rights**" means all intellectual property and proprietary rights, including without limitation all rights of inventorship and authorship, inventions, patents of any type, design rights, utility models or other similar invention rights, copyrights and related rights, mask work rights, trade secret or confidentiality rights, know-how, trademark, moral rights, trade dress, service mark rights, computer software, proprietary information and data, databases, and any other intangible property rights, in each case whether registered or unregistered, including applications (or rights to apply), renewals, and extensions for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, which subsist or will subsist now or in the future.

2.6. **"Interoperability Review"** means the service as described in the SAP Integration Certification Framework Reference Guide.

2.7. **"Interoperability Review Contract"** means the combination of these GTCs and the applicable Service Offer/SAP Store Order/SAP PBC Order executed pursuant thereto between SAP and a given Vendor.

2.8. **"SAP Integration Certification Framework Reference Guide"** means the Framework Guide for Integration Certification and Interoperability Review from the SAP Integration and Certification Center (https://www.sap.com/documents/2026/01/4006a747-377f-0010-bca6-c68f7e60039b.html).

2.9. **"SAP PBC Order"** means an order for Interoperability Review placed on SAP Partner Benefits Catalogue (https://partnerbenefitscatalog.sap.com).

2.10. "**SAP Sample Code**" means the proprietary sample code provided to Vendor during the course of the Interoperability Review Contract solely for studying and testing purposes.

2.11. "**SAP Software**" means the proprietary SAP solution expressly named in the Service Offer/SAP Store Order/SAP PBC Order.

2.12. **"SAP Store Order"** means an order for Interoperability Review placed on SAP Store (https://www.sap.com/store.html).

2.13. "**Service Offer**" means an offer from SAP to Vendor for Interoperability Review services through the SAP ICC.

2.14. "**Vendor Solution**" means Vendor's software solution as well as Vendor's products and that is able to operate and/or to integrate with the SAP Software in compliance with the Interoperability Review criteria and in accordance with the current SAP Integration Certification Framework Reference Guide, and/or the appropriate SAP Documentation.

3. CONTRACTUAL OBLIGATIONS; LIMITED TIME FOR PERFORMANCE

3.1. These GTCs shall also apply to any Interoperability Review relationships between SAP and Vendor prior to execution of a Service Offer/SAP Store Order/SAP PBC Order. All items provided by SAP to Vendor before execution of the Service Offer/SAP Store Order/SAP PBC Order (examples: proposals, test programs, designs) are the property of SAP (see Section 8) and must not be copied or made accessible to third parties except as permitted under these GTCs. If no Service Offer/SAP Store Order/SAP PBC Order is executed, they must be returned or deleted, and Vendor must, not later than the time the parties fail to conclude a Service Offer/SAP Store Order/SAP PBC Order, cease and desist from using them.

3.2. The Interoperability Review offered under the Service Offer/SAP Store Order/SAP PBC Order does not refer to the quality of the Vendor Solution. The review refers only to the respective Integration Technology and to the verification of the compliance of the Vendor Solution with the Integration Technology.

3.3. Except as otherwise provided in the Service Offer, Vendor may send a notice of acceptance within the Validity of Offer date stated in the Service Offer.

3.4. The execution of the Interoperability Review Contract, as well as any subsequent amendment, supplement notice of default, or deadline notices or termination notices are only valid if made in writing. The foregoing provision also applies to any waiver of the written-form requirement.

3.5. Where in any part of the Interoperability Review Contract written form is required, that requirement can be met by facsimile transmission, or exchange of letters, or as otherwise expressly agreed in the Interoperability Review Contract. In all other respect, however, the provisions in Section 127.2 of the German Civil Code do not apply.

3.6. Unless it is expressly confirmed in writing by SAP, no communication of any kind may be construed as imposing on SAP any other or further responsibilities or commitments than is set forth in these GTCs or elsewhere in the Contract. Guarantees are effective only if expressly confirmed in writing by a senior officer of SAP.

3.7. Signatures sent by electronic means (facsimile, scanned and sent via e-mail, or signed by electronic signature service where legally permitted) shall be deemed original signatures.

4. PROVISION OF WORKS AND SERVICES

4.1. The Interoperability Review Contract defines the scope of the works and services. SAP is responsible for:

a) Providing to Vendor the appropriate documentation specific to the Integration Technology and/or the relevant guidelines.

b) Issuing a formal review summary in electronic format for Vendor after successful conclusion of the review process, provided Vendor has fulfilled the terms of th Interoperability Review Contract.

4.2. SAP will decide which employees to use and reserves the right to replace any employee at any time. SAP may use contractors or third parties to perform its duties in the Interoperability Review Contract as long as they are subject to confidentiality obligations. SAP shall be responsible for the actions of any contractors and third parties used by SAP under this Interoperability Review Contract.

4.3. Employees which SAP deploys to perform its duties in the Interoperability Review Contract must not be integrated into Vendor's workforce and Vendor has no managerial authority over them. Any instructions given by Vendor must relate to the scope of the works and services in the offer and must be given to SAP's project coordinator.

4.4. Any trial or evaluation use of the SAP Software shall be provided pursuant to a separate SAP Trial Agreement to be entered into between the parties separate from the Interoperability Review Contract.

5. VENDOR'S CONTRIBUTIONS

5.1. In all phases and for all actions under this Interoperability Review Contract, a reasonable cooperation of Vendor is required. Vendor must provide free of charge all reasonable contributions as required in connection with performance of its obligations under the Interoperability Review Contract, including but not limited to providing necessary personnel, workspace, hardware, software, data, and telecommunications facilities, answering questions, and evaluating SAP's deliverables. To the extent required for performance under the Interoperability Review Contract, Vendor shall grant SAP direct and remote access to Vendor's hardware and software.

5.2. Vendor must nominate in writing a suitable contact person for SAP (and qualified subproject leads, if beneficial for the collaboration), and provide SAP with the contact data (including but not limited to an e-mail address and telephone number) at which SAP can reach each such person or an authorized substitute at all times. The contact person must be in a position to make necessary decisions for Vendor or ensure that they are made without delay. Vendor must inform SAP of all changes to the contact details in writing without delay.

5.3. Vendor is responsible for adapting the Vendor Solution in accordance with the technical and functional requirements of the Integration Technology and the underlying specific SAP documentation. Vendor must provide all information reasonably requested by SAP concerning the Vendor Solution and its technical usage scenario in connection with SAP Software.

5.4. SAP will determine the place and mode of the Interoperability Review, which may be provided either by tests using online collaboration tools or on-site. Vendor shall ensure at its own expense that the Vendor Solution as well as all software, documentation, resources, and/or materials required for Interoperability Review from Vendor are ready and accessible. Alternatively to conducting the Interoperability Review at SAP's facilities, the review may be conducted at a location specified by the Vendor, if agreed to in advance by SAP in writing. In such a case, Vendor shall pay for all travel and subsistence costs and expenses for the SAP personnel involved. In case hardware and software of Vendor is shipped to SAP reviews, it is the responsibility of the Vendor to remove the hardware from SAP at the review location after review. SAP will not be responsible for shipment and return of the hardware or the associated costs.

5.5. Review services are not provided for custom-tailored or individual solutions, but only for standard solutions generally available in the market. Upon SAP's request, Vendor will provide evidence that the Vendor Solution is a generally available product and not a custom-tailored solution or developed for a specific customer.

5.6. Vendor must promptly notify SAP of any change in the circumstances on which the Interoperability Review Contract or the review services are based on, including but not limited to the fact that:

a) the Vendor Solution is no longer generally available; or

b) the Vendor Solution is technically modified (in a way that impacts the integration with SAP Solution); or

c) the name of Vendor or of the Vendor Solution is changed; or

d) change of any software component and/or configuration of the Vendor Solution.

In such cases the Vendor Solution may either be no longer eligible for review or has to be re-reviewed according to Section 7.

5.7. With the successful review as described under Section **Error! Reference source not found.**, Vendor hereby consents, that SAP may include Vendor's name as well as information provided by the Vendor relating to the reviewed Vendor Solution in a reference list in the respective SAP Note 3652960, as well as in collateral and advertising material relating to Interoperability Review. All use of Vendor's name will be in accordance with Vendor's published trademark guidelines provided by Vendor directly to SAP at the time of review. SAP may change the contents or restructure its SAP Note 3652960 in its sole discretion, including but not limited to the materials on review. In addition, SAP may provide any of its licenses and prospective customers that requests information about the Vendor Solution with the information provided by Vendor (for example, product description and contact details) for that purpose. Vendor may revoke SAP's right to use Vendor's data as provided under Section 5.7 upon 30 days prior written notice. In this case, SAP is entitled to terminate the Interoperability Review Contract with immediate effect.

5.8. Vendor must bear all costs and expenses arising out of its breach of its collaborative obligations under this Section 5 or elsewhere in the Interoperability Review Contract. Vendor is obligated to pay any agreed upon fees in case of SAP's non-performance pursuant to Vendor's failure to perform or properly perform its obligations under the Interoperability Review Contract.

6. INTEROPERABILITY REVIEW

6.1. The successfully concluded review implies that the Vendor Solution meets the specifications defined in the SAP Integration Certification Framework Reference Guide and respective technical guidelines and has been successfully reviewed by SAP against them. SAP's technical review however is not a certification of the Vendor Solution and does not guarantee fault-free operation of the Vendor Solution nor may Vendor make any statement whatsoever with respect to any connection of the legal compliance of the Vendor Solution with the review provided hereunder. Vendor must not make any representation or declaration in that regard. The payment of the Estimated Service Fees under the applicable Service Offer/SAP Store Order/SAP PBC Order does not guarantee the successful granting of the review of the Vendor Solution.

6.2. SAP reserves the right to determine the sequence of review in the case of multiple applications of different Vendors.

6.3. Upon Vendor's successful completion of the review, during the term of the Interoperability Review Contract, SAP will issue a review summary in electronic format to Vendor and a listing in SAP Note 3652960. SAP grants Vendor the right to reference to the SAP Note entry solely for the version of the Vendor Solution stated in the review and solely in connection with the special version of the SAP Solution. The listing in the SAP Note expires upon the earlier occurrence of (1) after the term stated in the SAP Note section for the reviewed Vendor Solution itself, (2) or when any of the tested software components are no longer in maintenance by Vendor, or (3) any termination of the Intertoperability Review Contract. Vendor may then no longer use the reference to the SAP Note in its communication with its clients or other third parties. In addition to all other termination rights, SAP is entitled to terminate the Interoperability Review Contract with immediate effect if Vendor breaches this Section 6.3.

6.4. Without prior written consent from SAP, Vendor is not permitted to render or provide any information concerning SAP software license terms, SAP software or any other information related to SAP products, except as expressly stated in the Interoperability Review Contract. Vendor shall refer any customer requiring such information to SAP. Vendor agrees to obtain SAP's prior written consent of all statements regarding SAP itself, SAP software and SAP services in conjunction with the subject matter of the Interoperability Review Contract. Vendor is entitled to repeat its use of a statement after such statement has been initially approved by SAP. However, if the content of such an approved statement remains no longer true because of major changes, SAP may withdraw its approval.

6.5. Unless otherwise stated in the Interoperability Review Contract, Vendor must complete the review process for the Vendor Solution within 6 months after effective date of the Interoperability Review Contract. If Vendor fails to do so, the review fee shall not be refunded.

7. RE-REVIEW

7.1. Vendor is entitled to reference to the SAP Note 3652960 and the review summary only in connection with the version of the Vendor Solution reviewed during the review process and the particular version of the SAP Solution respectively. To reference to the SAP Notes entry with further versions, a new review process ("**Re-Review**") is required. In the following cases, Vendor must trigger a Re-Review to continue referencing to the SAP Notes entry for an existing already reviewed Vendor Solution:

a) Modifications of the SAP Integration Technology;

b) Modifications or enhancements to the reviewed Vendor Solution that affect the integration with the SAP Solution;

c) Modifications of any software component and/or configuration as reviewed;

d) Change of the name or the labeling of the Vendor Solution;

e) Change to Vendor's company name;

f) Expiration of the validity indicated in the SAP Notes entry.

7.2. There is no obligation on the part of SAP to offer a Re-Review for any particular Integration Technology or SAP Solution. SAP provides consulting and review services for such a Re-Review at SAP's then current terms and conditions. Any additional effort required from SAP beyond these services will be invoiced at SAP's then current consulting rates. Necessary or agreed upon travel and subsistence expenses will also be charged on Vendor's account.

8. INTELLECTUAL PROPERTY

8.1. Upon execution of the Service Offer/SAP Store Order/SAP PBC Order, SAP grants to Vendor, for the term of the Interoperability Review Contract as set forth under Section 14.1, a non-exclusive, non-transferable, non-sublicensable right to use the technical SAP documentation, SAP Sample Code, or other SAP Confidential Information provided by SAP to Vendor under the Interoperability Review Contract solely for review purposes and solely in connection with the review process described in the Interoperability Review Contract.

8.2. Vendor acknowledges that all Intellectual Property Rights in the SAP Software, the SAP Confidential Information, the SAP Sample Code, and any materials supplied hereunder including, but not limited to, all documentation relating to the Integration Technology and/or the relevant technical guidelines/SAP Integration Certification Framework Reference Guide, are and shall remain vested exclusively in SAP. Vendor is not permitted to copy, translate, edit, arrange, disassemble, decompile, create derivative works of, or otherwise change or adapt the SAP Software, SAP Sample Code, SAP documentation, literature, or other SAP-relevant material. All Intellectual Property Rights in any modifications, enhancements, or other derivative works of the SAP Software, documentation, literature, or other SAP-relevant material and/or the SAP Confidential Information belong exclusively to SAP.

8.3. SAP acknowledges that all Intellectual Property Rights in the Vendor Solution are and shall remain vested exclusively in Vendor. SAP shall not copy, translate, disassemble, decompile, edit, arrange, create derivative works of, or otherwise change or adapt the Vendor Solution. Vendor retains all Intellectual Property Rights in the Vendor Solution. All updates, replacements, revisions, improvements, enhancements or other adaptations of the Vendor Solution developed by Vendor under the Interoperability Review Contract, exclusive of any of SAP's proprietary materials and information specified in Sections 8.1 and 8.2 above, belong exclusively to Vendor.

8.4. The contracting parties acknowledge the high value of each other's trademarks and service marks, irrespective where those are used or registered. Neither party shall acquire any rights in the trademarks of the other party except if it is otherwise expressly provided under the Interoperability Review Contract. All use of SAP trademarks shall be in accordance with these GTCs and the applicable Annexes.

9. SUPPORT

9.1. Vendor ensures that it can provide an adequate number of employees with the appropriate knowledge, trainings and background knowledge to provide appropriate consulting and consulting support. These may become necessary to enable the use of the Vendor Solution in conjunction

with the SAP Software, including version management and the necessary support for a customer migration.

9.2. If there is an increasing number of requests for support and service from joint customers, SAP may require further special review of the Vendor Solution in conjunction with the SAP Software. These reviews are performed at designated SAP's facilities, unless otherwise expressly agreed. Vendor will install the Vendor Solution as well as all related and necessary soft- and hardware components and will provide personnel necessary for the reviews free of charge.

10. PAYMENTS

10.1. All payment shall be made pursuant to the executed Service Offer/SAP Store Order/SAP PBC Order. Until receipt of, SAP is under no obligation to provide Interoperability Review services and is entitled to refuse to provide works and services until full and final payment. Except as provided for under the GTCs, all fees are non-refundable.

10.2. All prices are subject to statutory sales tax/VAT. SAP is entitled to submit invoices for partial performance. Payments are due net 30 days from the receipt of the applicable invoice. No cash discount will be granted. All payment shall be made in the currency identified in the applicable Service Offer/SAP Store Order/SAP PBC Order.

10.3. All amounts under the Interoperability Review Contract are payable in advance. In general, the billing will be subject to the pricing set forth in the Service Offer/Partner Benefits Catalog Order. If no fixed price is agreed billing will be on a resource-related basis listing the provided works and services in the invoice.

11. WARRANTY

11.1. SAP will provide the contractual services in a manner that they materially comply with the agreed specifications. SAP makes no guarantee of any kind regarding the continued compatibility of the SAP Software with the Vendor Solution.

11.2. In case of any defects Vendor shall immediately notify SAP in writing identifying the defects and giving a precise description of the problem and appropriate information for eliminating the defect.

11.3. SAP will remedy material defects verified by Vendor at SAP’s choice either by providing to Vendor services that are free of defects or, by eliminating the defect. SAP may also remedy a defect by providing Vendor with a reasonable measure to avoid the effects of a defect. Any Claim of Vendor for compensation of expenses for the remedy of the defect by Vendor itself or Vendor’s contractor is excluded. If the remedy finally fails, Vendor may reduce the remuneration or rescind from or terminate the Interoperability Review Contract. SAP undertakes to take over any damage or unavailing anticipatory expenditure caused by a defect subject to the limits of liability in Section 12. Other rights in relation to defects are excluded except for the rights in Section 11.3.

11.4. Except in cases of fraudulent intent, the statute of limitations for claims subject to Sections 11.1 to 11.3 shall start not later than one year after acceptance.

11.5. If SAP provides defect identification or elimination services without being under obligation to do so, SAP is entitled to invoice the costs for such services. This applies especially in cases where a notified defect cannot be verified to exist or where a defect results from a failure by Vendor to properly perform its collaborative duties or where Vendor misuses deliverables or where Vendor fails to use a service offered free of charge by SAP.

11.6. This Section 11 does not apply to deliverables that are neither targeted to bringing about a deliverable nor require giving temporary possession of an item or a right. However, in these cases also, Vendor shall give written notice of default to SAP of a delivery that is not provided or not provided properly and set a deadline during which SAP has the opportunity to properly provide the deliverable or otherwise remedy the situation.

12. LIABILITY

12.1. SAP shall only be liable for:

a) In cases of intent and gross negligence and cases of absence of a quality for which SAP has accepted a guarantee, liability extends to the full amount.

b) In cases of slight negligence resulting in breach of a major contractual obligation jeopardizing the purpose of the Interoperability Review Contract liability is limited to foreseeable damages

and to the amount for a Contract year as set forth in the Interoperability Review Contract; in these cases, there shall be no liability for indirect damages, consequential damages, or loss of profit.

All other liability is excluded. The benefit of the preceding limitations and exclusions of liability extends to SAP's employees and contractors.

12.2. The defense of contributory negligence may be claimed. The limits of liability pursuant to Section 12.1 do not apply to liability for personal injury or in cases of fraudulent concealment of a defect or in the event of liability pursuant to the German Product Liability Act [Produkthaftungsgesetz - ProdHaftG].

12.3. Vendor's liability is governed by the statutory provisions. Vendor particularly undertakes to indemnify and hold harmless SAP and all of SAP's affiliated companies from any third-party claim asserted against SAP or any of SAP's affiliated companies (including litigation costs and reasonable attorneys' fees) resulting from the Vendor Solution. Vendor will be responsible and may be held legally liable for any non-compliance and breach of this Agreement by an Affiliate that is marketing the review. Vendor must ensure that the Affiliate does comply with any provision of this Agreement that might be applicable for the marketing of the review. This shall apply to third party claims of the alleged infringement of a patent, copyright, trademark, trade secret or unfair competition resulting from the Vendor Solution. Any such claim is contingent upon:

a) SAP notifying Vendor promptly of the claim in writing and in full detail; and

b) SAP authorizing Vendor to conduct the dispute in and outside court against the third party. Vendor at its expense shall provide SAP with all reasonable assistance to defend against the claim.

12.4. For all claims against SAP for damages or reimbursement of expenditures made in vain the statute of limitations shall fall under a period of 2 years from the time when Vendor first has knowledge of the damage. Irrespective of this knowledge, claims for damages shall fall under the statute of limitations 3 years from the damaging event. This does not apply to liability for intent or gross negligence, liability for personal injury, or liability under the German Product Liability Act. The statute of limitations for claims for defects in material and title (Section 11.4) stipulated in deviation there from shall not be affected by the provisions of this paragraph.

12.5. Vendor undertakes to take appropriate steps to safeguard its data and programs, including without limitation making backup copies every day in machine readable form. SAP shall not be liable for any loss of data or programs where the loss could have been avoided by compliance with this undertaking. In all other respect SAP's liability for loss of data is subject to the limitations and exclusions in this Section 12.

12.6. Vendor shall be solely responsible for and will defend and indemnify SAP, SAP's affiliated companies and SAP's representatives, officers, employees, directors and agents ("**SAP Indemnitees**") against any third party claims based on:

a) any negligence, misrepresentation, or errors or omissions on the part of Vendor or its representatives in their use of any review provided under this Interoperability Review Contract; and

b) infringement of a third party's Intellectual property rights.

12.7. Vendor will indemnify SAP from a finally awarded judgment (including attorney's fees), against SAP Indemnitees for the third-party claim by a court of competent jurisdiction or pursuant to an authorized settlement agreement applicable to such third-party claim. Any such claim is contingent upon:

a) SAP notifying Vendor of the claim writing and in full detail without delay; and

b) SAP authorizing Vendor to conduct the dispute in and outside court against the third party. Vendor at its expense shall provide SAP with all reasonable assistance to defend against the claim.

12.8. Vendor warrants that all data uploaded by Vendor onto SAP's servers is free of viruses, Trojan horses, other malicious software and any PHI, personal data or individual financial information.

12.9. Vendor will be responsible and may be held liable for any non-compliance and breach of this Interoperability Review Contract by an Affiliate, including but not limited to any communications

about the review. Vendor must ensure that the Affiliate complies with all provisions of this Interoperability Review Contract, including but not limited to any that might be applicable for the communication about the review.

13. CONFIDENTIALITY AND DATA PROTECTION

13.1. Each party of the Interoperability Review Contract agrees:

a) to maintain the other party's Confidential Information in strict confidence, taking steps to protect the other party's Confidential Information substantially similar to those steps that the party takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care;

b) not to disclose or reveal any Confidential Information to any third party other than employees and contractors of either party who are under obligations of confidentiality substantially similar to those set forth herein and who are actively and directly participating in the services described in the Interoperability Review Contract or who otherwise need to know the Confidential Information for the purpose of the services described in the Interoperability Review Contract; and

c) to retain any and all confidential or internal or proprietary notices or legends which appear on the original and on any reproductions.

In addition, except as expressly provided in the Interoperability Review Contract, Vendor does not have the right to use the Confidential Information in any manner for any purposes other than for the fulfilment of executed Service Offers/SAP Store Orders/SAP PBC Orders, or as necessary for the Vendor to exercise its limited right to use the SAP Confidential Information pursuant to Section 8. The duties of confidentiality and non-use shall survive the expiration or termination of the Interoperability Review Contract. Notwithstanding the foregoing, SAP shall be permitted to internally use Vendor's Confidential Information disclosed under the Interoperability Review Contract as well as any review results and data for SAP's business purposes including by SAP's support and maintenance organization(s) and contractors under an obligation of confidentiality as defined in Section 13.1.

13.2. Notwithstanding anything to the contrary, "Confidential Information" shall not include any information that:

a) has become generally known or available to the public through no act or omission on the part of the receiving party;

b) at the time of disclosure to the receiving party was known to the receiving party free of restriction;

c) is lawfully acquired free of restriction by the receiving party from a third party having the right to furnish such Confidential Information;

d) is independently developed by the receiving Party without use or reference of the Confidential Information; or

e) Disclosing party agrees in writing is free of such restrictions.

13.3. The parties may disclose the other party's Confidential Information to the extent required by law, regulation, court order or regulatory agency, provided that the receiving party required to make such disclosure uses reasonable efforts to give the disclosing party reasonable prior notice of such required disclosure (to the extent legally permitted) and provides reasonable assistance in contesting the required disclosure, at the request and cost of the disclosing party. The receiving party shall use commercially reasonable efforts to disclose only that portion of the Confidential Information which is legally requested to be disclosed and shall request that all Confidential Information that is so disclosed is accorded confidential treatment.

13.4. Nothing in the Interoperability Review Contract shall prohibit or restrict either party's right to develop, make, use, market, license or distribute products or services similar to or competitive with those of the other party disclosed in the Confidential Information as long as it shall not thereby breach the Interoperability Review Contract. Each party acknowledges that the other may already possess or have developed products or services similar to or competitive with those of the other party disclosed in the Confidential Information.

13.5. Upon the disclosing party's request, and except to the extent it is legally entitled or required to retain the Confidential Information, the receiving party shall promptly destroy or return to the disclosing party, at the disclosing party's election, all materials containing the disclosing party's Confidential

Information and all copies thereof, whether reproductions, summaries, or extracts thereof or based thereon (whether in hard-copy form or on intangible media), provided, however:

a) that if a legal proceeding has been instituted to seek disclosure of the Confidential Information, such material shall not be destroyed until the proceeding is settled or a final judgment with respect thereto has been rendered; and

b) that the receiving party shall not, in connection with the foregoing obligations, be required to identify or delete Confidential Information held in archive or back-up systems in accordance with general systems archiving or backup policies.

13.6. It is not a purpose of the Interoperability Review Contract that SAP processes or uses personal data for business purposes. Rather, any transfer of personal data will only take place in exceptional circumstances as an incidental effect or performing contractual duties and only under a separate agreement. In case a party grants the other part access to its personal data under a separate agreement, the parties shall comply with the provisions of the German Data Protection Act [Bundesdatenschutzgesetz – BDSG] applicable data protection legislation.

14. TERM

14.1. Either party may terminate the Interoperability Review Contract by giving 60 days notice in writing. The Interoperability Review Contract ends upon the earlier occurrence of any of the following cases:

a) after expiration of the review validity date as stated in the SAP Note 3652960 entry or after not successfully passing the review within the 6 months period as set forth under Section 6.5, whichever occurs earlier; or

b) SAP withdraws the relevant SAP Integration Technology from official standard maintenance; or

c) SAP no longer supports the Integration Technology; or

d) termination of this Interoperability Review Contract as permitted under this Section14.

e) SAP or Vendor may terminate the Interoperability Review Contract in its entirety immediately for cause in the event of a material breach of any provision of the respective Interoperability Review Contract that is not cured within 30 days after the terminating party provides notice of such breach in writing.

14.2. Termination for cause by either party shall also apply in the following cases:

a) if either party becomes insolvent, insolvency proceedings have justifiably been applied for on the Party's assets, such application has been rejected for lack of assets, execution measures against the Party have been fruitless; or

b) execution measures have been issued against the Party and not been cancelled within one (1) month (e.g. cancellation of seizure); or

c) any change of control of Vendor according to Section 15ff Companies AktG (Aktiengesetz).

d) which SAP rejects with reasonable cause.

14.3. The notice of termination must be in written form.

14.4. In case of termination of the Interoperability Review Contract:

a) each party shall promptly return to the other party all materials and property, including all Confidential Information, provided by the other party subject to the Interoperability Review Contract or, as specifically agreed, destroy such information. The return or destruction shall be certified in writing;

b) both parties shall cease acting in a manner that would suggest any continuing relationship with regards to the review. The parties shall immediately cease all communication announced or conducted under the Interoperability Review Contract.

14.5. Upon termination of the executed Service Offer/SAP Store Order/SAP PBC Order or the GTCs, any works and services that have already been provided or performed pursuant to the relevant executed Service Offers/SAP Store Orders/SAP PBC Orders will be invoiced in accordance with Section 10 of these GTCs. Any claims for damages subsequent to termination of the executed Service Offer/SAP Store Order/SAP PBC Order that arise out of any works or services provided or performed prior to termination will be subject to Section **Error! Reference source not found.** of these GTCs.

14.6. In addition to those rights outlined above, SAP shall be permitted to terminate this Agreement and all associated Service Offers/SAP Store Orders/SAP PBC Orders if any other partnership agreement between Vendor and SAP is terminated.

15. MISCELLANEOUS

15.1. German law exclusively governs the Interoperability Review Contract, without reference to the rules of conflict of laws and the UN Sales Convention. Exclusive place of jurisdiction for any disputes arising from or in connection with the Agreement is Karlsruhe, provided Vendor is a Kaufmann [merchant entered into the German Commercial Register], a legal person under public law, or a separate estate created under public law [öffentlich-rechtliches Sondervermögen]. This does not apply for summary proceedings for orders to pay debts [Mahnverfahren]. However, SAP retains the right to sue the Vendor at its registered office.

15.2. Vendor is entitled to offset only claims that are uncontested or have been finally determined by the court. Subject to the provisions of the German Commercial Code, section 354a, it cannot assign its claims to a Vendor.

15.3. If any provision in these GTCs is ineffective, the validity of the remaining provisions shall not be affected thereby.

15.4. Vendor and SAP are independent companies, each trading for its own account. Neither party nor its employees are authorized to make any representation, enter into any undertaking, or give any warrantee for or on behalf of the other party except to the extent as expressly agreed to in writing by the other party in advance. Neither party is liable to any end user for the quality of the goods, works, or services of the other party. Each party is solely responsible for billing license fees for its own products. Under the Interoperability Review Contract, the terms “Vendor”, “cooperation”, “partner”, or similar expressions are only used to describe the spirit of the cooperation between the parties under the Interoperability Review Contract, and do not describe, or expressly or impliedly create, a legal partnership or joint venture, or any responsibility by one party for the actions of the other.

15.5. Neither party is a distributor or an agent for the products and services of the other party. Any products and services of a party can be obtained by a prospective customer only through separate agreements with the respective party. Each of the parties independently develops and prices its own products and services offered to customers.

15.6. Neither party shall transfer, assign, or sublicense its rights or obligations under the Interoperability Review Contract in whole or in part, without the prior written consent of the other party. SAP may assign the Interoperability Review Contract in whole or in part to an Affiliate. In case of any change of control with Vendor, Vendor agrees to provide SAP with written notice upon the signing the definitive acquisition agreements or the public announcement and SAP has the right to terminate this Interoperability Review Contract or consent to the assignment within thirty (30) days of receipt of such notice. Sections 14.4 and 14.5 shall apply accordingly.

15.7. Any delay or nonperformance of any provision of these GTC or the Service Offer/SAP Store Order/SAP PBC Order (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of the Interoperability Review Contract, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance. These GTCs and the Service Offer/SAP Store Order/SAP PBC Order may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute only one and the same agreement. Facsimile or PDF signatures are deemed equivalent to original signatures for purposes of these GTCs and the Service Offer/SAP Store Order/SAP PBC Order. These GTCs and the Service Offer/SAP Store Order/SAP PBC Order may be executed through electronic signature.

15.8. The review service delivered by SAP under this Interoperability Review Contract is subject to the Export Laws. Vendor agrees that it will not use in or make available the Vendor Solution’s Interoperability Review statement in the Restricted areas (see https://www.sap.com/about/agreements/export-statements.html) and to any other countries, persons, organizations or entities prohibited by applicable export control laws. Vendor acknowledges that the delivery of the review service may be subject to export control restrictions and that these restrictions may:

a) considerably delay or prevent the delivery of the review service by SAP; or

b) lead to SAP having to limit, suspend or terminate without prior notice Vendor's access to the review service. In case of termination Sections 14.3, 14.4 and 14.5 apply, if consistent with the applicable Export Laws.

SAP assumes no responsibility or liability for any delay caused in the delivery of the service and/or if access to the service must be limited, suspended or terminated by SAP due to applicable export restrictions.

15.9. The Interoperability Review Contract constitutes the complete and exclusive statement of the agreement between SAP and Vendor for the services outlined under the Service Offer/SAP Store Order/SAP PBC Order, and all previous representations, discussions, and writings are superseded by the Interoperability Review Contract.

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Annex 1
Special Conditions

For all ABAP Interoperability Review:

Prerequisites for the Interoperability Review of the ABAP Add-on:

- Vendor has concluded the "SAP ABAP Service Package provided by the SAP Integration and Certification Centers ("**SAP ICC**")" Service Offer under which the Add-on Assembly Kit ("**AAK**") is licensed to Vendor.
- Vendor has a valid license agreement in place concerning the usage of the ABAP workbench software development environment.

Trial/Evaluation Use:

If you intend to use the SAP NetWeaver Security Code Scanner as part of your ABAP Add-on Interoperability Review for one-time Trial/Evaluation purposes, please send an email to your ABAP Integration Consultant.

Upon successful review of your request by SAP any use of the SAP NetWeaver Security Code Scanner for Trial/Evaluation purposes shall be governed under the terms and conditions of the SAP Trial License Order Form (US) made available on http://www.sap.com/company/legal/index.epx (the "**Trial Agreement**"). The trial period shall commence on the Effective Date outlined in the applicable Service Offer /Partner Benefits Catalog Order and terminate 90 days later, unless sooner terminated in accordance with the Trial Agreement.