Annex 2: SAP SE General Terms and Conditions for SAP Remote Access and Connectivity (SAP RAC) Services provided through the SAP Integration and Certification Center ("ICC") – German Law Translation of the German Version

1. APPLICATION OF THESE GENERAL TERMS AND CONDITIONS

1.1. In every contractual relationship in which SAP SE (herein: "**SAP**") provides any remote access and connectivity services to a complementary solution provider (herein: "**Vendor**"), only these General Terms and Conditions (herein: "**GTC**") and SAP's service offer submitted to Vendor referring specifically to these GTC (together referenced herein: "**Contract**") shall apply.

1.2. These GTC apply to all remote services provided through the ICC (for example any SAP Remote Access and Connectivity service).

1.3. No conflicting or other provision, notably any provision in Vendor's general terms and conditions, shall become part of the contract, even if such conditions are appended to Vendor's order and SAP performs the order without expressly rejecting such conditions.

2. DEFINITIONS

2.1. "**Affiliate**" means a legal entity that now, or in the future, directly or indirectly, is controlled with or by, or is under common control with, the Vendor. For purposes of the foregoing, "**control**" is defined as the ownership of 50% or more of the equity or beneficial interest of such legal entity or for purposes of foreign corporations, if less than 50%, the maximum amount allowed by applicable law. Any such entity shall be considered an Affiliate for only such time as Vendor continues to own such equity interest.

3. PRE-CONTRACTUAL OBLIGATIONS; CONTRACT CONCLUSION; WRITTEN FORM

3.1. These GTC apply also to pre-contractual relations between SAP and Vendor.

3.2. All works and goods provided by SAP to Vendor before execution of the Contract (examples: proposals, test programs, designs) are the property of SAP (see Section 8) and must not be copied or made accessible to third parties. If no Contract is concluded, they must be returned or deleted and Vendor must, not later than the time the parties fail to conclude a contract, cease and desist from using them.

3.3. Except otherwise provided in the offer, SAP's offer is open for acceptance for a period of 4 weeks.

3.4. The conclusion of the Contract and every subsequent amendment, supplement, termination, notice of default, or deadline notice is only valid if made in writing. The foregoing provision also applies to any waiver of the written-form requirement. There are no parole collateral agreements.

3.5. Where in Section 3.4 or elsewhere in these GTC written form is required, that requirement can be met by facsimile transmission or exchange of letters, if not otherwise expressly agreed in the 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 GTC or elsewhere in the Contract. Guarantees are effective only if expressly confirmed in writing by a senior officer of SAP.

4. CONTRACTUAL OBLIGATIONS; LIMITED TIME FOR PERFORMANCE

4.1. Except to the extent this would result in unreasonable exposure for the Vendor, any deadlines issued by Vendor – whether pursuant to law or the Contract - shall not be less than 12 working days.

4.2. Vendor is only entitled to reject any Contract works or services and to be released from the Contract (for example, by rescission or termination) after setting a deadline, and/or claiming damages in lieu of delivery, if SAP fails to comply with deadlines as set forth in the Vendor's notice of default and such notice contained the threat to reject of any Contract works or services in case of failure to comply with deadlines. After a deadline which was set in accordance with Section 4.1 expires, SAP is entitled to give notice to Vendor requiring that any remedies arising out of the expiration be exercised within 2 weeks of receipt of the notice.

4.3. Any works and services that have already been provided or performed will be invoiced in accordance with these GTC, in particular Section 9. Section 11 applies to claims for damages.

5. PROVISION OF WORKS AND SERVICES

5.1. The Contract defines the scope of the works and services. In addition, SAP provides Vendor with access to certain software tools as described in the Contract, to support the contractual services. The license rights are subject to Section 8 of these GTC and to the extent as provided for in the offer. With expiration of the Contract any license rights will terminate, and Vendor must cease all use of the tools or systems.

5.2. SAP undertakes to deliver the contractual works and services subject to the best appropriate technology available at time of Contract execution. This is subject to the proper cooperation from Vendor (see Section 6).

5.3. Unless the Contract specifies the hardware and the software, SAP may choose hardware and the software at its sole discretion. This also applies to the software release or version. Remote access depends on the availability of the SAP system at the ICC. In principle, remote access will be provided 24 x 7.

5.4. SAP systems cannot be accessed remotely while they are being upgraded or during other system administration work. Such activities may take place during regular business hours. If possible, SAP will give advance notice of any unavailability of the SAP system by SAP system message or by e-mail.

5.5. SAP will provide consulting support to Vendor solely in relation to setting up the network connection for remote access, as described in the offer. Further consulting services with respect to integration and training for the integration testing conducted by Vendor may be agreed under a separate contract subject to the then current terms and conditions.

5.6. Employees whom SAP deploys to perform its duties in the 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.

5.7. SAP will decide which employees to use and reserves the right to replace any employee at any time. SAP may deploy freelance workers and other contractors to perform its duties in the Contract as long as they are subject to confidentiality obligations.

5.8. Deadlines are nonbinding except where SAP expressly agrees in writing that they are binding. Except in respect of deadlines defined as binding, SAP will only be in default after a written notice given by Vendor not less than one month after the deadline in question. If SAP fails to comply with a binding deadline or a written notice by Vendor as described in the foregoing sentence, Vendor must set a reasonable period of grace, which shall not be shorter than 2 weeks, giving notice of recession of contract or termination. After expiration of such period of grace and SAP's non-performance, Vendor is entitled to rescind or terminate the Contract.

6. VENDOR'S CONTRIBUTIONS

6.1. In all phases and for all concerns of the collaboration the parties shall cooperate in a close and reliable manner and notably a reasonable cooperation of Vendor is required. Vendor must provide free of charge all contributions as required in connection with its performance of its obligations under the Contract, including, for example, providing necessary personnel, workspace, hardware, software, data and telecommunications facilities, answering questions, and evaluating SAP's deliverables. To the extent required for the performance of the Contract, Vendor shall grant SAP direct and remote access to Vendor's hardware and software.

6.2. Vendor must nominate in writing a suitable contact person for SAP (and qualified subproject leader, if beneficial for the collaboration) and provides SAP with the contact data (especially an e-mail address and telephone number) at which SAP can always reach each such person or an authorized substitute. The contact person must be able 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.

6.3. Vendor is responsible for making all its own internal arrangements necessary to receive remote services. In addition, Vendor must ensure that its use of remote access services does not adversely affect the use of those services by other Vendors.

6.4. Vendor must bear all consequences and expenses arising out of its breach of any collaborative duty in this Section 6 or elsewhere in the Contract. Notably, Vendor's payment obligation shall still apply in case SAP cannot properly perform its duties pursuant to Vendor's failure to perform or properly perform its collaborative duties.

7. SPECIAL PROVISIONS CONCERNING REMOTE ACCESS

7.1. The type of system access depends on Vendor's selection in the order form. Systems can be remotely accessed by

a) direct Internet access

b) leased line of qualified network provider

c) ISDN dial-in

d) Virtual Private Network (VPN) via Internet. After signing the Contract, Vendor may discuss the best form of connection in the particular circumstances with SAP's dedicated contact person.

7.2. Remote access will be provided as specified in the Contract. Access to the SAP systems (e.g. internet address) can be obtained using Vendor's password or authorization concept. Any specific Vendor employee provided with a password shall change the password frequently but no less than once a month and will keep it secret from others. As soon as Vendor becomes aware that a third party knows the password, it shall notify SAP without delay. Vendor is liable for all damages occurred with SAP resulting from the unauthorized use of the SAP software products through Vendor's password, whether the damage is caused by any act or omission of Vendor, Vendor's employee, or any third party using Vendor's password, however except to the extent Vendor can proof that Vendor is not liable for the damages.

7.3. The SAP software products are on SAP servers and must not be copied to Vendor's server. Vendor has no right to receive the SAP software products in tangible form or otherwise.

7.4. Vendor is solely responsible for uploading and storage of its own data on SAP's server. Vendor shall only store data on SAP's server that is relevant for the system and required for the proper use of the SAP software products under the Contract. Furthermore, Vendor is responsible for the supply and maintenance of its data. Notably, Vendor undertakes to check the data is free of viruses, Trojan horses and other malicious software.

7.5. Vendor is responsible for all content it provides and that becomes accessible via the SAP systems through Vendor's act or omission under the Contract. Vendor shall indemnify SAP and hold SAP harmless from all third party claims in this respect. Vendor undertakes not to disclose any personal data in association with the Contract.

7.6. When Vendor's license to use the software terminates, SAP shall return to Vendor all Vendor's data that is still stored on the server. Vendor has no right to claim any program suitable to use the data, such as the SAP software products.

8. GRANT AND SCOPE OF LICENSES

8.1. SAP grants to Vendor for the term agreed in the Contract a nonexclusive, non-transferable, non-sublicensable right to internally use the SAP software products and tools described in the Contract solely for testing purposes and solely in connection with the remote access services provided under the Contract. Vendor shall grant access to the software products only to its own employees and to contractors approved by SAP and only in the exercise of its license.

8.2. Vendor must not remove any copyright or authorship notice, trademark, patent notice or any other reference to intellectual or industrial property from any SAP software product or documentation.

8.3. All intellectual property rights, including but not limited to patents, copyright and rights of authorship, trademarks, and any other proprietary rights relating to the SAP software products made available under the Contract and the associated know-how, confidential information and trade secrets, 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 now or will subsist now or in the future remain vested in SAP and/or its licensors.

8.4. Vendor is not permitted to copy, translate, edit, arrange, or otherwise rework the SAP software products unless to do so is required for use under the purpose of the Contract or to correct a defect and, despite a written request from Vendor, SAP has not offered to eliminate the defect within a reasonable time and on reasonable terms, or, if Vendor has accepted a respective offer from SAP, SAP has not started any remedy within a reasonable time and by the default remedy period set by the Vendor. All intellectual property rights in any modifications, enhancements or other derivative works of the SAP software products and tools – especially copyrights, rights in inventions, and patents - shall exclusively belong to SAP.

8.5. Vendor must not use any method including among others decompiling, disassembly and reverse engineering to determine the source code of the software products or to obtain information about the design and creation of the software products, provided however

a) these acts are essential to receive necessary information required to achieve interoperability of an independently created computer program with the software products and

b) despite written request, SAP did not make the information available to Vendor within a reasonable time and

c) these acts are pursuit in a member state of the European Union or another contracting state of the European Economic Area. Information obtained by means of actions undertaken pursuant to this Section 8.5 must not be used for any purpose except for achieving interoperability of the independently created program. In particular, it must not be used to develop, create, or market programs that are materially similar to any of the software products, to create and test interfaces to the software products for the purpose of afterwards passing them on to third parties, or to do any other acts that would infringe the copyrights in the software products. The information shall not be disclosed to any third party except to the extent necessary to achieve interoperability of the independently created program.

9. REMUNERATION; PAYMENT; RETENTIONS OF RIGHTS

9.1. The remuneration is as agreed in the Contract. If Vendor does not pay for the works and services as agreed, SAP is entitled to refuse or cease to provide remote access and the associated services until full and final payment.

9.2. All prices are subject to statutory sales tax / VAT. SAP is entitled to submit invoices for partial performance. Payments are due on receipt of invoice and must be made within 30 days. No cash discount shall be granted. SAP charges interest at the statutory rate of default interest beginning 16 days after the due date for such payment.

9.3. All amounts under the Contract are payable in advance. In general, the billing will be subject to the pricing set forth in the offer; in all other cases, billing will be on a resource-related basis. Where billing is on a resource-related basis, the works and services provided will be listed on the invoice.

9.4. Invoices are deemed accepted unless Vendor rejects them in writing within 2 weeks.

9.5. The Vendor may affect a set-off only with an undisputed claim or a claim that has become res judicata. Without prejudice to the provisions of Section 354a of the German Commercial Code *[Handelsgesetzbuch – HGB],* the Vendor may not assign its claims to a third party.

10. WARRANTY

10.1. SAP will provide the works and services under a Contract in a manner that they materially comply with the agreed conditions.

10.2. 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.

10.3. SAP shall at its own discretion eliminate material defects notified by Vendor or provide works and services that are free from defects in place of the defective delivery. If this fails, Vendor has the rights as described in Section 10.4. A remedy of a defect may also be to provide Vendor with a reasonable measure to avoid the effects of a

defect. Any claim of Vendor for compensation of expenses incurred by Vendor or Vendor's contractor in eliminating a defect is excluded.

10.4. If remedy finally fails, Vendor may reduce the remuneration or rescind from or terminate the Contract. SAP undertakes to take over any damage or unavailing anticipatory expenditure caused by a defect subject to the limits of liability in Section 11. Other rights in relation to defects are excluded.

10.5. Except in cases of fraudulent intent, the statute of limitations for claims subject to Sections 10.1 to 10.4 shall start not later than one year after acceptance.

10.6. 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.

10.7. Section 10 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.

11. LIABILITY

11.1. SAP shall be liable for:

a) In cases of intent, 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 contract liability is limited to foreseeable damages and to the amount for a Contract year as set forth in the Contract; in these cases, there shall be no liability for indirect damages, consequential damages, or loss of profit.

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

11.2. The defense of contributory negligence may be claimed. The limits of liability pursuant to Section 11.1 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]*

11.3. 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 when Vendor obtains first 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 10.5) stipulated in deviation therefrom shall not be affected by the provisions of this paragraph.

11.4. 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 all associated litigation costs and reasonable attorneys' fees) resulting from the use of Vendor's complementary solution. This shall apply to claims of alleging infringement of a patent, copyright, trademark, trade secret or unfair competition. 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.

11.5. 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 11.

11.6. Vendor will be responsible and may be held liable for any non-compliance and breach of this Remote Access Service Contract by an Affiliate making use of the deliverables of the services. Vendor must ensure that the Affiliate complies with all provisions of this Remote Access Service Contract that might be applicable for using the deliverables of the services.

12. CONFIDENTIALTY AND DATA PROTECTION

12.1. As used herein, 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 Contract that is

a) 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.

12.2. Each party of the 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 Contract or who otherwise need to know the Confidential Information for the purpose of the services described in the Contract;

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 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, 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 Contract.

12.3. 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.

12.4. 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.

12.5. Nothing in the 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 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.

12.6. 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.

12.7. It is not a purpose of the 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 of performing contractual duties. In case a party grants the other part access to its personal data, the parties shall comply with the provisions of the German Data Protection Act *[Bundesdatenschutzgesetz – BDSG]* and other applicable data protection legislation.

13. TERM

13.1. To the extent that a specific contract term has been agreed, the Contract shall be firmly concluded for such term and end upon expiry of such contract term.

13.2. To the extent no specific contract term or only a minimum term has been agreed, the respective individual agreement shall be concluded for an indefinite term. It may be terminated by either party of the Agreement at any time, with 90 days written notice to the end of the current term.

13.3. SAP may terminate the Contract at any time by giving 90 days written notice.

13.4. The right to termination for good cause shall not be affected. It is permissible only after it has been fruitlessly threatened in writing with a reasonable time limit, stating reasons for the termination, unless the cause of termination cannot be subsequently remedied.

13.5. A good cause for termination for SAP exists in particular:

a) when Vendor is in default of payments

b) if Vendor materially fails to perform a duty to collaborate

c) if Vendor becomes insolvent, insolvency proceedings have justifiably been applied for on the Vendor's assets, such application has been rejected for lack of assets, execution measures against the Vendor have been fruitless

d) execution measures have been issued against the Vendor and not been cancelled within one month (e.g. cancellation of seizure)

e) any change of control of Vendor according to Section 15 ff Companies Act (Aktiengesetz).

13.6. Termination notice must be in written form. For the purposes of this provision, written form requires certified mail.

13.7. After termination of the Contract, the parties must return to each other or, subject as specifically agreed, destroy all material including but not limited to confidential information and software. Such return or destruction must be confirmed in writing. All other provisions and agreements notwithstanding, Vendor must return to SAP the software and tools provided. SAP shall hand over to the Vendor the data supplied by the Vendor and the software provided by or created for the Vendor in the installation and parameterization prepared for the Vendor. The Vendor is entitled to request from SAP a written declaration that SAP shall not withhold any software and

data of the Vendor, but only if in return against such declaration the Vendor waives all possible claims for the refutation of which SAP, or its sub-contractor might require such objects.

13.8. Except where Vendor has terminated for good cause, Vendor's payments under the Contract are non-refundable. Any payments for works and services that have been provided are non-refundable.

14. MISCELLANEOUS

14.1. Exclusive place of jurisdiction for any disputes arising from or in connection with the Agreement is Karlsruhe, provided the 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.

14.2. German law exclusively governs the Contract, without reference to its rules of conflict of laws and the UN Sales Convention.

14.3. Should any of the provisions of these GTC be or become invalid, the validity of the remaining provisions shall not be affected thereby.

14.4. 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 warranty for or on behalf of the other party except to the extent as expressly agreed to in writing by the other party in advance.

14.5. 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.

14.6. Under the Contract, the terms “Vendor”, “cooperation”, “partner”, or similar expressions are only used to describe the spirit of the cooperation between the parties under the 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.

14.7. Neither party shall transfer, assign, or sublicense its rights or obligations under this Agreement in whole or in part, without the prior written consent of the other party. SAP may assign this Agreement 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 Certification Contract or consent to the assignment within 30 days of receipt of such notice. Sections 13.7 and 13.8 shall apply accordingly.

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This is a convenience translation of SAP’s original German GTCs (*“Allgemeine Geschäftsbedingungen der SAP SE für SAP Remote Access and Connectivity (SAP RAC) Services durch das SAP Integration and Certification Center (ICC)”*). In cases of doubt or inconsistencies the German version shall always prevail.

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