SAP SE General Terms and Conditions for Software Integration and Hardware Solution Certification from SAP Integration and Certification Center ("ICC")
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 to a software/hardware vendor, whose software/hardware solutions integrate with SAP Software (herein: "**Vendor**") any service through the SAP Integration and Certification Center, only these General Terms and Conditions ("**GTCs**") and SAP's Service Offer/Partner Benefits Catalog Order to Vendor referring to these GTCs (together referenced herein: "Contract") shall apply.

1.2. These GTCs apply to all of the Software Integration/Hardware Scenarios listed at www.sap.com/icc.

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 any legal entity that is affiliated with Vendor as defined according to Section 15 AktG (Aktiengesetz).

2.2. **"Certification Contract"** means the combination of these GTCs and any applicable Service Offer/Partner Benefits Catalog Order executed pursuant thereto between SAP and a given Vendor.

2.3. "**Certification Guide**" means the "SAP Integration Certification Guide – Technologies" for the applicable Software integration certification as listed on the SAP ICC page at http://www.sap.com/icc.

2.4. "**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

(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.

(c) 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/Partner Benefits Catalog Order and all agreements relating thereto, are understood to constitute Confidential Information of SAP without regard to the marking requirements above.

2.5. "**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).

2.6. "**Integration Scenario**" means the relevant scenarios and specifications for a particular certification, as described in more detail in the Service Offer/Partner Benefits Catalog and in the applicable Certification Guide and/or the provided SAP Documentation.

2.7. "**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.

2.8. **"Partner Benefits Catalog Order"** means an order for SAP integration certification placed on SAP Partner Benefits Catalog (https://partnerbenefitscatalog.sap.com/).

2.9. "**SAP Interface**" means an SAP Software interface(s) released by SAP for certification purposes that allow data access or exchange between the Vendor Solution and the SAP Software via the Vendor's interface.

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

2.11. "**SAP Software**" means the proprietary SAP solution expressly named in the Service Offer/Partner Benefits Catalog Order. The SAP Software also includes the SAP interfaces, the structure, sequence, and organization of the SAP software.

2.12. "**Vendor Solution**" means Vendor's software solution or hardware solution as well as Vendor's products that are named in the Service Offer and that is able to operate and/or to integrate with the SAP Software in compliance with the SAP integration criteria and in accordance with the applicable Integration Scenario or respectively the current Certification Guide and/or the appropriate SAP Documentation.

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

3.1. These GTCs apply also to pre-contractual relations between SAP and Vendor. 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 9) and Vendor must not copy them or make them 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.

3.2. The certification offered under the Contract does not refer to the quality of the Vendor Solution. The certification refers only to the respective Integration Scenario and to the verification of the compliance of the Vendor Solution with the Integration Scenario.

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 notices are only valid if made in writing. The foregoing provision also applies to any waiver of the written-form requirement. There are no parol collateral agreements.

3.5. Where in any part of the Contract written form is required, that requirement can be met by facsimile transmission, or exchange of letters, or as 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 GTCs 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. Any works and services that have already been provided or performed will be invoiced in accordance with these GTCs, in particular Section 7. Section 12 applies to claims for damages.

5. PROVISION OF WORKS AND SERVICES

5.1. The Contract defines the scope of the works and services. SAP undertakes to deliver the Contract 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).

5.2. SAP is responsible for:

(a) Providing to Vendor the appropriate documentation specific to the Integration Scenario and/or the relevant test plan / Certification Guide.

(b) In the case of Hardware Certification: Providing the relevant technical SAP environment required to test the Vendor's interface at one of the regional SAP Integration and Certification Centers.

(c) Issuing a formal certificate in hardcopy or electronic format for Vendor after successful conclusion of the certification process, provided Vendor has fulfilled the terms of the Contract.

5.3. Vendor acknowledges that for specific integration scenarios as defined in Annex 2, Vendor must adhere to the special conditions and prerequisites described therein. The certificate is valid worldwide for the duration indicated on the certificate.

5.4. Employees which 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.

5.5. 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.

5.6. 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 1 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 in an appendix to the Contract a suitable contact person for SAP (and qualified subproject leads, if beneficial for the collaboration), and provide SAP with the contact data (especially 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 promptly of all changes to the contact details in writing.

6.3. Vendor is responsible for adapting the Vendor Solution in accordance with the technical and functional requirements of the Integration Scenario and the underlying specific SAP documentation. Vendor must arrange for provision of all information reasonably requested by SAP concerning the Vendor Solution and its technical usage scenario in connection with SAP Software and the corresponding SAP Interface.

6.4. SAP will determine the place and mode of certification, which may be provided either by tests using online collaboration tools or on-site. Vendor must ensure at its own expense that the Vendor Solution and everything required for certification testing from Vendor's side is ready and accessible.

6.5. Certification 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 for a specific customer.

6.6. Vendor must promptly notify SAP of any change in the circumstances on which the Contract or the certification service are based on, if, for example, the Vendor Solution is not generally available, the Vendor Solution is technically modified (in a way that impacts the integration to be tested with SAP Software), or the name of Vendor or of the Vendor Solution is changed. In such cases recertification is required in accordance with Section 8.

6.7. With the successful certification as described under Section 7, Vendor hereby consents, that SAP may include Vendor's name, address and company logo, as well as information provided by the Vendor relating to the tested Vendor Solution in a reference list on the respective SAP Web site, as well as in collateral and advertising material relating to certification. SAP may change the contents or restructure its Web site in its sole discretion, including but not limited the materials on certification. SAP may provide any of its licensees 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 set forth under this Section 6.7 upon 30 days prior written notice. In this case, SAP is entitled to terminate the Contract with immediate effect.

6.8. 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. INTEGRATION CERTIFICATION AND FEES

7.1. The Integration Scenario applicable to the certification is described in the Contract. The successfully concluded certification implies that the Vendor Solution meets the specifications defined in the documentation of the Integration Scenario and has been successfully tested by SAP against them. SAP's technical certification however does not guarantee fault-free operation of the Vendor Solution. Vendor must not make any representation or declaration in that regard.

7.2. SAP reserves the right to determine the sequence of certification in the case of multiple applications of different vendors.

7.3. Upon successful conclusion of the certification process, Vendor may receive a certificate from SAP. The certificate is valid worldwide for the duration indicated on the certificate and may be used for marketing as such also by Vendor's Affiliates, subject to Vendor ensuring the proper use of the certificate according to these GTCs by the Affiliate. SAP grants Vendor the right to use the certificate and the statement contained therein solely for the version of the Vendor Solution stated in the certificate. For Hardware certifications, SAP grants Vendor the right to use the certificate and the statement contained therein solely for the version of the Vendor Solution stated in the certificate in relation to the certified Integration Scenario for advertising and promotion purposes. For Software certifications, SAP grants Vendor the right to use the certificate and the statement contained therein solely for the version of the Vendor Solution stated in the certificate in relation to the certified Integration Scenario and solely in connection with the special version of the SAP Software for advertising and promotion purposes. The entitlement to use a specific certificate for Software and Hardware certification expires after the term stated on the certificate itself, or when any of the tested software components are no longer in maintenance by Vendor. Vendor may then no longer use the certificate in its communication with its clients or other third parties. The SAP tagline or SAP logo(s) described in the Contract are to be used in accordance with SAP's then current trademark license terms and any terms for the usage as part of marketing material. SAP is entitled to terminate the Contract with immediate effect if Vendor breaches this Section 7.3.

7.4. Without prior written consent from SAP, Vendor is not permitted to render any information concerning SAP software license terms, SAP Software, SAP Interface or any other information related to SAP products, except as expressly stated in the 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 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.

7.5. The remuneration is as agreed in the Contract. All prices are subject to statutory sales tax / VAT unless the transaction is exempted. SAP is entitled to submit invoices for partial performance. The certification fee listed in the Contract becomes due when the Contract is signed, and SAP will invoice Vendor accordingly. Payments are due within 30 days after receipt of invoice. 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. Without receiving the payment, SAP is not under a duty to provide certification services and is entitled to refuse to provide works and services until full and final payment.

7.6. Unless otherwise stated in the Contract, Vendor must complete the certification process for the Vendor Solution within 6 months after both parties have signed the Contract, and in case of annual subscriptions within each Renewal Term. If Vendor fails to do so, the certification fee shall not be refunded.

8. RE-CERTIFICATION

8.1. Vendor is entitled to use the certificate as well as the logo(s) and other rights granted in the Contract only in connection with the version of the Vendor Solution tested during the certification process and the version of the SAP Interface and Integration Scenario respectively. To use the certification statement with further versions, a new certification process ("**Re-certification**") is required. In the following cases, Vendor must

trigger a Re-certification to continue using the certification statement and other rights granted for an existing already certified Vendor Solution:

(a) Modifications of the SAP Interface or change to a SAP Interface version;

(b) Modifications or enhancements to the tested Vendor Solution that affect the Integration Scenario and/or impede an exchange of data with the SAP Interface;

(c) Change of the name or the labeling of the Vendor Solution;

(d) Change to Vendor's company name;

(e) Expiration of the validity indicated on the certificate.

8.2. SAP will use reasonable efforts to give notification of any modification to an SAP Interface within a reasonably period soon after it is generally released to SAP customers. As far as possible, SAP will provide to Vendor the relevant documentation for any release changes of the SAP Interface by release date.

8.3. There is no obligation on the part of SAP to offer a Re-certification for any particular Integration Scenario and any particular SAP Interface. SAP provides the consulting and certification test services for such a Re-certification at SAP's then current conditions and certification fees. Any additional effort required from SAP, beyond these services, will be billed at SAP's then current consulting rates. Necessary or agreed upon travel and subsistence expenses will also be charged on Vendor's account.

9. INTELLECTUAL PROPERTY

9.1. Upon execution of the Service Offer/Partner Benefits Catalog Order, SAP grants to Vendor, for the term of the 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 Contract solely for testing purposes and solely in connection with the certification process described in the Contract.

9.2. Vendor acknowledges that all Intellectual Property Rights in the SAP Software, the SAP Interface, SAP Confidential Information, SAP Sample Code, and any materials supplied hereunder including, but not limited to, all documentation relating to the Integration Scenario and/or the relevant test plan / Certification 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.

9.3. 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 Contract, exclusive of any of SAP's proprietary materials and information specified in Sections 9.1 and 9.2 above, belong exclusively to Vendor.

9.4. 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 it is otherwise expressly provided under the Contract.All use of SAP trademarks shall be in accordance with these GTCs and the applicable Annexes.

10. SUPPORT

10.1. Vendor ensures that it can provide an adequate number of qualified engineers 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.

10.2. If there is an increasing number of requests for support and service from joint customers, SAP may require further special test of the Vendor Solution in conjunction with the SAP Software and the SAP Interface. These tests 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 tests free of charge.

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 and the SAP Interface 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 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 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.

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 or Vendor's interface. 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 certification. Vendor must ensure that the Affiliate does comply with any provision of this Agreement that might be applicable for the marketing of the certification. 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.

13. CONFIDENTIALITY AND DATA PROTECTION

13.1. 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; and

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

(d) 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 Offer/Partner Benefits Catalog Order, or as necessary for the Vendor to exercise its limited right to use the SAP Confidential Information pursuant to Section 9. The duties of confidentiality and non-use shall survive the expiration or termination of the Contract. Notwithstanding the foregoing, SAP shall be permitted to internally use Vendor's Confidential Information disclosed under the Contract as well as any certification 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 a court proceeding, 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 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.

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 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.

14. TERM

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

(a) For Software Certifications the following applies:

(b) After expiration of the certification validity date as stated on the certificate or after not successfully passing the certification tests within the 6 months period as set forth under Section 7.6, whichever occurs earlier;

(c) For Hardware Certifications the following applies:

(d) for one-time Hardware Certification Contracts, after expiration of a contractual term of 3 years after successful initial certification, or after not successfully passing the certification tests within the 9 months period as set forth under Section 7.6;

(e) in case of Hardware Certification Contracts with an annual subscription, this Contract comes into effect with its execution and shall be in effect for an initial one calendar year term following contract execution ("Initial Term"). Thereafter it shall automatically renew for subsequent calendar years ("Renewal Term") unless terminated with 60 days written notice before the end of the current term. The Contract then ends once all certifications successfully completed under this Contract are no longer valid as per the date noted on the certificate.

(f) For both, the following applies:

(i) SAP withdraws the relevant SAP Interface(s) from official standard maintenance; or

(ii) SAP no longer supports the Integration Scenario or

(iii) termination of this Contract as permitted under this Section 14.1, Section 14.2, and Section 14.3, and Section 15.7. Ordinary (partial) termination of the Contract is excluded during the Initial Term or any Renewal Term.

14.2. 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.

14.3. A good cause for termination for SAP exists in particular

(a) when Vendor is in default of payments of the incidental fees; or

(b) if Vendor materially fails to perform a duty to collaborate; or

(c) if Vendor becomes insolvent; or

(d) insolvency proceedings have justifiably been applied for on the Vendor's assets, such application has been rejected for lack of assets; or

(e) execution measures against the Vendor have been fruitless;

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

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

14.4. Termination notice must be in written form.

14.5. In case of termination of the Contract:

(a) Each party shall promptly return to the other party all advertising materials and other property, including all Confidential Information, provided by the other party subject to the 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 certification. The parties shall cease all displays and advertising announced or conducted under the Contract.

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

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

15. MISCELLANEOUS

15.1. German law exclusively governs the 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 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.

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 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 Contract or consent to the assignment within 30 days of receipt of such notice. Sections 14.5 and 14.6 shall apply accordingly.

15.7. The certification service delivered by SAP under this Certification Contract is subject to the Export Laws. Vendor agrees that it will not use in or make available the Vendor Solution’s integration certification statement or integration certificate 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 certification service may be subject to export control restrictions and that these restrictions may:

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

(b) lead to SAP having to limit, suspend or terminate without prior notice Vendor’s access to the certification service. In case of termination Sections 14.4, 14.5 and 14.6 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.

15.8. The Certification Contract constitutes the complete and exclusive statement of the agreement between SAP and Vendor for the certification outlined under the Service Offer/Partner Benefits Catalog Order, and all previous representations, discussions, and writings are superseded by, the Certification Contract.

Version: July 2026

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Annex 1
Trademark License

1. ARTICLE 1 SUBJECT MATTER

15.9. SAP will provide Vendor with the appropriate SAP taglines and logos for the respective Integration Scenario ("**SAP Logos**") once Vendor successfully passes the certification tests as set forth under the Contract. SAP is the owner of the trademark SAP, registered for international classification numbers 09, 16, 18, 25, 28, 38, 41, and 42. The trademark appears as part of the appropriate SAP Logos.

15.10. SAP is willing to grant Vendor a license for the use of the said trademark as part of the appropriate SAP Logos subject to the provisions of this Trademark License and the respective current trademark usage guidelines.

16. ARTICLE 2 GRANT

16.1. Upon successful passing of the certification tests as set forth under the Contract, SAP grants to Vendor a revocable, nonexclusive, non-transferable license to use SAP's trademarks as part of the appropriate SAP Logo solely for the version of the Vendor Solution, Integration Scenario, and the specific version of the SAP Software stated in the Service Offer/Partner Benefits Catalog Order. In addition, Vendor is only permitted to use the SAP Logos in accordance with the then current version of the SAP Trademark Usage Guidelines contained in the "SAP Partner Communication Guidelines" or other related SAP documents provided to Vendor by SAP. Vendor is not permitted to grant sublicenses.

16.2. In its use of the SAP Logos Vendor will observe SAP's directions concerning the colors and size of the SAP trademarks.

17. ARTICLE 3 LICENSE FEES

17.1. No fee is payable for permission to use the trademark in accordance with Article 2.

18. ARTICLE 4 UPHOLDING OF SAP'S RIGHTS

18.1. Vendor shall not contest the validity of the SAP trademarks or support the contesting of its validity and shall not derive any right against SAP through its use of the SAP trademarks. In its use of the trademarks Vendor shall indicate in a footnote that it is a registered trademark of SAP. In this context Vendor acknowledges that SAP is the sole owner of rights in the SAP trademarks and SAP Logos. Vendor undertakes to make all declarations and provide all documents for the benefit of SAP as SAP may require in the prosecution of its rights in such trademarks.

18.2. Vendor shall without delay inform SAP in writing of any contesting of SAP's rights in the SAP's trademarks and/or SAP Logos. It is SAP's exclusive right but it is not SAP's duty to take steps or bring actions in respect of infringements. In this connection Vendor undertakes to accord every necessary support.

18.3. Vendor is not appointed SAP's agent. It shall therefore not represent or bind SAP or in any way hold itself out to be or al-low the impression to arise that it is SAP's agent.

18.4. Except with the written agreement of SAP, Vendor shall not assign or transfer this Trademark License or any right or duty under this Annex. Breach of this provision shall entitle SAP to terminate this Trademark License for cause with immediate effect.

19. ARTICLE 5 INDEMNIFICATION

19.1. Vendor shall indemnify and hold harmless SAP in respect of any claim made or action brought against SAP and any loss and any expense incurred by SAP arising out of or related to Vendor's wrongful acts or omissions with respect to the use of the trademark and SAP Logos. Further, SAP assumes no liability to Vendor or to third parties with respect to the performance characteristics of the services or products rendered by Vendor under the SAP trademark and/or SAP Logos, and Vendor shall indemnify SAP against losses incurred from claims of third parties against SAP involving sale or provision of the Vendor's services or products (including but not limited to any certified interface), including Vendor's and its employees' and agents' acts or omissions in furtherance thereof.

20. ARTICLE 6 TERM AND TERMINATION

20.1. This Trademark License becomes effective when:

(a) the certification process has been successfully completed, and such successful completion has been acknowledged in writing by SAP in the form of SAP issuing Vendor an applicable certificate to Vendor, and

(b) Vendor is in accordance with the terms of the GTCs.

20.2. SAP may terminate this Trademark License by giving 2 weeks notice to the end of a calendar month.

20.3. Vendor shall cease using the SAP Logos and trademarks without delay when termination notice is given under this Trademark License or when the Contract expires or is terminated according to its terms.

21. ARTICLE 7 MISCELLANEOUS PROVISIONS

21.1. Amendments to this Trademark License must be made in writing. There are no oral collateral agreements. SAP may at its sole discretion change any terms and conditions of this Trademark License and the SAP Trademark Usage Guidelines upon notice. If Vendor does not agree to the proposed changes, Vendor shall be entitled to terminate this Trademark Li-cense within 30 days after such notice by SAP. In such case Article 6, Section 3 shall apply accordingly. If Vendor does not terminate, the changes shall become effective 30 days after notice of such change by SAP.

21.2. If any provision of this Trademark License is or shall become ineffective or void, this shall not affect the remaining provisions. The parties hereto shall replace the ineffective or void provision with an effective and lawful provision that achieves as nearly as possible the business purpose of the ineffective or void provision. The parties shall similarly fill any drafting gap with an appropriate provision.

21.3. The place of performance and place of exclusive jurisdiction is Karlsruhe, Germany. German law governs this Trademark License.

Annex 2
Special Conditions

For all ABAP Certifications:

Prerequisites for the integration certification 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 Certification for one-time Trial/Evaluation purposes, please send an email to your ABAP Integration Consultant.

Upon successful approval 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.

For all S/4HC-ABAP-CC, S/4HC-ABAP-CLOUD-CC and S/4HC-ABAP-COND Certifications:

Prerequisites for S/4HC-ABAP-CC, S/4HC-ABAP-CLOUD-CC and S/4HC-ABAP-COND Certifications:

- 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 an appropriate development environment for SAP S/4HANA Cloud Private Edition

Usage of the SAP Code Vulnerability Analyzer in connection with the services under the offer for S/4HC-ABAP-CC, S/4HC-ABAP-CLOUD-CC and S/4HC-ABAP-COND Certifications:

The SAP Code Vulnerability Analyzer (hereinafter "CVA tool") has the functionalities as described in the related documentation. SAP grants to Vendor for the term of this contract a non-exclusive, non-transferable, limited license to use the CVA tool on an internal use basis, to test the ABAP Cloud Add-On, and only in conjunction with the Services of this contract. In case this Agreement terminates, this license shall terminate immediately, and Vendor shall promptly cease all use of the CVA tool in accordance with this contract.

The license granted hereunder shall commence once SAP activates the "Allow Security Checks" program (SLIN_SEC) in the ABAP workbench ("Effective Date") and shall continue for 365 days for the Initial Term and every Renewal Term (hereinafter the "Access Period"), unless otherwise terminated in accordance with this Agreement.

For all Premium Certifications:

Prerequisites for Premium Certification of solutions with ABAP-Add-on component are that Vendor has an active ABAP SPA subscription.

Usage of the SAP NetWeaver Application Server Add-on for Code Vulnerability Analysis (material 7016581) in connection with the services under this offer for Premium Certification:

The SAP NetWeaver Application Server Add-on for Code Vulnerability Analysis (hereinafter "**CVA tool**") has the functionalities as described in the related documentation. SAP grants to Vendor for the term of this contract a non-exclusive, non-transferable, limited license to use the CVA tool on an internal use basis, to test the ABAP Add-On, and only in conjunction with the Services of this contract. In case this Agreement terminates, this license shall terminate immediately and Vendor shall promptly cease all use of the CVA tool in accordance with this contract.

The license granted hereunder shall commence once SAP activates the "Allow Security Checks" program (SLIN_SEC) in the ABAP workbench ("**Effective Date**") and shall continue for 365 days (hereinafter the "**Trial Period**"), unless otherwise terminated in accordance with this Agreement.