

SAP SE General Terms and Conditions for Software Integration 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 vendor, whose software 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 to Vendor referring to these GTCs (together referenced herein: "Contract") shall apply.
- 1.2** These GTCs apply to all of the Software Integration 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.
- 1.4** The following expressions used in these GTCs are defined as follows:
- (a) Affiliate means any legal entity that is affiliated with Vendor as defined according to § 15 AktG (Aktiengesetz).
 - (b) SAP Software means the proprietary SAP solution expressly named in the Contract. The SAP Software also includes the SAP Interface.
 - (c) 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.
 - (d) Vendor Solution means Vendor's software product that is named in the Contract and that integrates with the SAP Software via Vendor's interface in accordance with the applicable Integration Scenario.
 - (e) Integration Scenario means the relevant scenarios and specifications for a particular certification, as described in more detail in the Contract and in the current "SAP ICC Integration Guide – Technologies" and/or the provided SAP documentation.
 - (f) SAP Sample Code means the proprietary sample code provided to Vendor during the course of the Agreement solely for studying and testing purposes.
 - (g) Confidential Information means information that is disclosed or otherwise obtained under the Contract, provided that the information is marked as confidential. Information that is transmitted orally shall be treated as Confidential Information after the receipt of written notice to that effect from the disclosing party, provided that such notice is received within thirty (30) days of such oral disclosure. In addition, information of SAP including 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 and all agreements relating thereto, are understood to constitute Confidential Information of SAP without regard to the marking requirements above.

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

- 2.1** 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 § 8) 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.
- 2.2** 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.

- 2.3** Except otherwise provided in the offer, SAP's offer is open for acceptance for a period of four weeks.
- 2.4** 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 parole collateral agreements.
- 2.5** 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 the section 127 (2) of the German Civil Code do not apply.
- 2.6** 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. CONTRACTUAL OBLIGATIONS; LIMITED TIME FOR PERFORMANCE

- 3.1** 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.
- 3.2** 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 sentence 1 expires, SAP is entitled to give notice to Vendor requiring that any remedies arising out of the expiration be exercised within two 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 § 6. § 11 applies to claims for damages.

4. PROVISION OF WORKS AND SERVICES

- 4.1** 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 § 5).
- 4.2** SAP is responsible for:
 - (a) Providing to Vendor the appropriate documentation specific to the Integration Scenario and/or the relevant test plan / integration guide
 - (b) Providing the relevant technical SAP environment required to test the Vendor's interface at one of the regional SAP Integration and Certification Centers, only where technically feasible in a hosted, shared environment as provided by SAP ICC under the SAP RAC Service (<http://scn.sap.com/docs/DOC-18517>)
 - (c) Issuing a formal "integration certificate" in electronic format for Vendor after successful conclusion of the integration certification process, provided Vendor has fulfilled the terms of the Contract.
- 4.3** 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.
- 4.4** 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.
- 4.5** 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 two 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.

5. VENDOR'S CONTRIBUTIONS

- 5.1** 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, work-space, 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.
- 5.2** 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.
- 5.3** 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 re-quested by SAP concerning the Vendor Solution and its technical usage scenario in connection with SAP Software and the corresponding SAP Interface.
- 5.4** SAP will determine the place and mode of certification, which may be provided either by tests using Internet collaboration tools or on-site. Vendor must ensure at its own expense that the Vendor Solution and everything required for integration certification testing from Vendor's side is ready and accessible.
- 5.5** 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.
- 5.6** 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 § 7.
- 5.7** With the successful certification as described under § 6, 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 integration certification. SAP may change the contents or restructure its Web site in its sole discretion, including but not limited the materials on integration 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 § 5 (7) upon thirty (30) days prior written notice. In this case, SAP is entitled to terminate the Contract with immediate effect.
- 5.8** Vendor must bear all consequences and expenses arising out of its breach of any collaborative duty in this § 5 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.

6. INTEGRATION CERTIFICATION AND FEES

- 6.1** The Integration Scenario applicable to the certification is described in the Contract. The successfully concluded Integration 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 integration certification however does not guarantee fault-free operation of the Vendor Solution. Vendor must not make any representation or declaration in that regard.
- 6.2** SAP reserves the right to determine the sequence of integration certification in the case of multiple applications of different vendors.
- 6.3** Upon successful conclusion of the certification process, Vendor may receive an integration certificate in electronic format from SAP. The integration certificate is valid worldwide for the duration indicated on the integration certificate and may be used for marketing as such also by Vendor's Affiliates, subject to Vendor ensuring the proper use of the integration certificate according to these GTCs by the Affiliate. SAP grants Vendor the right to use the integration certificate and the statement contained therein solely for the version of the Vendor Solution stated in the certificate in relation to the specially certified Integration Scenario and solely in connection with the special version of the SAP Soft-ware for advertising and promotion purposes. The entitlement to use a specific integration certificate 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 integration 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 § 6 (3).
- 6.4** 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.
- 6.5** 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 integration 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 sixteen (16) days after the due date for such payment. Without receiving the payment, SAP is not under a duty to provide integration certification services and is entitled to refuse to provide works and services until full and final payment.
- 6.6** Unless otherwise stated in the Contract, Vendor must complete the integration certification process for the Vendor Interface within nine (9) months after both parties have signed the Contract, and in case of annual subscriptions within each subsequent Renewal Term. If Vendor fails to do so, the integration certification fee shall not be refunded.

7. RE-CERTIFICATION

- 7.1** Vendor is entitled to use the integration 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 integration certification process and the version of the SAP Interface and Integration Scenario respectively. To use the certification statement with further versions, a new integration 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 integration certificate.

7.2 SAP will use reasonable efforts to give notification of any modification to an SAP Interface within a reasonable 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 Inter-face by release date.

7.3 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.

8. INTELLECTUAL PROPERTY

8.1 SAP retains all rights in the SAP Software, the SAP Interface, SAP Confidential Information, SAP Sample Code, the SAP documentation, specifications, and Integration Scenarios as well as all associated copies, including patents, trademarks, copyrights and SAP's trade secrets. This Contract does not grant any rights to Vendor in the SAP Software, the SAP Interface, the SAP Sample Code, the SAP documentation, or any material provided by SAP to Vendor under the Contract. Possible updates, replacements, revisions, improvements, enhancements, as well as other adaptations of SAP's proprietary materials and information, belong to SAP solely.

8.2 Vendor retains all rights in the Vendor Solution as well as all associated copies, including patents, trademarks, copyrights, and Vendor's trade secrets. All updates, replacements, revisions, improvements, enhancements or other adaptations of the Vendor Solution (except SAP's proprietary materials and information specified in § 8 (1)) are Vendor's exclusive property.

8.3 Vendor shall not copy, translate, disassemble, decompile, or otherwise change or adapt the SAP Software, SAP Interface, the SAP Sample Code, documentation, literature, SAP Confidential Information or other SAP-relevant material. Upon execution of the Service Offer and for the term of the Certification Contract, SAP grants to Vendor, for the term set forth in the Service Offer, a non-exclusive, non-transferable, non-sublicensable right to use the SAP Confidential Information provided by SAP to Vendor under the Certification Contract solely for testing purposes and solely in connection with the certification process described in the Certification Contract.

8.4 SAP shall not copy, translate, disassemble, decompile, or otherwise change or adapt the Vendor Solution.

8.5 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.

9. SUPPORT

9.1 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.

9.2 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.

10. WARRANTY

- 10.1** 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.
- 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 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 § 11. Other rights in relation to defects are excluded except for the rights in § 10 subparagraph 3.
- 10.4** Except in cases of fraudulent intent, the statute of limitations for claims subject to § 10 subparagraph 1 to 3 shall start not later than one year after acceptance.
- 10.5** 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.
- 10.6** This § 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 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.

- 11.2** The defense of contributory negligence may be claimed. The limits of liability pursuant to (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** 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 (i) SAP notifying Vendor promptly of the claim in writing and in full detail, and (ii) 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.

11.4 For all claims against SAP for damages or reimbursement of expenditures made in vain the statute of limitations shall fall under a period of two 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 three 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 (§10 subparagraph 4) stipulated in deviation there from shall not be affected by the provisions of this paragraph.

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 § 11.

12. CONFIDENTIALITY AND DATA PROTECTION

12.1 The contracting parties undertake to treat as confidential all Confidential Information of the other party they obtained within the performance of the Contract until the information becomes public knowledge.

12.2 Vendor may grant its employees access to Confidential Information that have been entrusted to Vendor by SAP as part of Contract performance only to the extent necessary for Vendor to exercise its rights granted under the Contract; in all other cases Vendor shall keep secret all Confidential Information of SAP. Third parties may get access to Confidential Information only with SAP's prior approval. Vendor shall inform all persons whom it grants access to Confidential Information of SAP about SAP's rights in such Confidential Information and their obligation to treat such information confidential and shall bind such persons to compliance with the confidentiality in writing. SAP shall be permitted to internally use Vendor's Confidential Information disclosed under the Certification 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 § 12 (2).

12.3 With respect to the Confidential Information of the other, each Party: (a) shall take all Reasonable Steps (defined below) to keep all Confidential Information strictly confidential; and (b) shall not disclose any Confidential Information of the other to any person other than its bona fide individuals whose access is necessary to enable it to exercise its rights hereunder. For the purposes of this section, "Reasonable Steps" means those steps the receiving Party takes to protect its own similar proprietary and Confidential Information, which shall not be less than a reasonable standard of care. Vendor shall store SAP Confidential Information with due care such as to exclude misuse.

12.4 SAP reserves the right to enter into relationships or agreements with other third parties regarding products for use in the SAP environment, including, but not limited to products competitive with Vendor and/or the Vendor Solution, provided however, in no event may Vendor's Confidential Information be used or disclosed in connection with such other projects. SAP also reserves the right to develop and market products of its own with similar functionality to those of the Vendor Solution without using the Vendor Solution or parts of it.

12.5 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** The Contract ends at the latest after any of the following cases arises: (i) for one-time Certification Contracts, after expiration of a contractual term of three years after successful initial integration certification, or after not successfully passing the certification tests within the nine months period as set forth under § 6 (6), (ii) in case of Certification Contracts with an annual subscription, this Certification Contract comes into effect with its execution and shall be in effect for an initial 12-month term following contract execution (“Initial Term”). Thereafter it shall automatically renew for subsequent twelve (12) month terms (“Renewal Term”) unless terminated with sixty (60) days written notice before the end of the current term. The Certification Contract then ends once all certifications successfully completed under this Certification Contract are no longer valid as per the date noted on the integration certificate, or (iii) SAP withdraws the relevant SAP Interface(s) from official standard maintenance, or (iv) SAP no longer supports the Integration Scenario or (v) termination of this Certification Contract as permitted under this §13 (1), § 13 (2), and § 13 (3) and § 14 (7). Ordinary (partial) termination of the Certification Contract is excluded during the Initial Term or any Renewal Term.
- 13.2** 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.
- 13.3** A good cause for termination for SAP exists in particular (i) when Vendor is in default of payments of the incidental fees, or (ii) if Vendor materially fails to perform a duty to collaborate, or (iii) if Vendor becomes insolvent, or (iv) insolvency proceedings have justifiably been applied for on the Vendor's assets, such application has been rejected for lack of assets, or (v) execution measures against the Vendor have been fruitless, or (vi) execution measures have been issued against the Vendor and not been cancelled within one month (e.g. cancellation of seizure), or (vii) any change of control of Vendor according to Sections 15 ff Companies AktG (Aktiengesetz).
- 13.4** Termination notice must be in written form. For the purposes of this provision, written form requires certified.
- 13.5** 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.
- 13.6** 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. MISCELLANEOUS

- 14.1** 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.

- 14.2** 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.
- 14.3** If any provision in these GTCs is ineffective, 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 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.
- 14.5** 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.
- 14.6** 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 Certification Contract or consent to the assignment within thirty (30) days of receipt of such notice. § 13 subparagraphs 5 and 6 shall apply accordingly.
- 14.7** The certification service delivered by SAP under this Certification Contract is subject to the export control laws of various countries, including (without limitation) the laws of the United States, the EU, and Germany. Vendor agrees that it will not use in or make available the Vendor Solution's integration certification statement or integration certificate to countries, persons 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 (i) considerably delay or prevent the delivery of the certification service by SAP; or (ii) lead to SAP having to limit, suspend or terminate Vendor's access to the certification service. In case of termination § 13 (4), (5) and (6) apply. 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. SAP may terminate this Certification Contract with 30 days prior written notice, if SAP may not deliver or grant access to the Service to Vendor due to export control restrictions applicable to SAP.

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Annex 1

Trademark License

Article 1 Subject Matter

1. 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 Certification Contract. SAP is the owner of the trademark SAP, registered for international classification numbers 09, 16, 18, 25, 28, 38, 41, and 42. The trade-mark appears as part of the appropriate SAP Logos.
2. 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.

Article 2 Grant

1. Upon successful passing of the certification tests as set forth under the Certification 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. 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.
2. In its use of the SAP Logos Vendor will observe SAP's directions concerning the colors and size of the SAP trademarks.

Article 3 License Fees

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

Article 4 Upholding of SAP's Rights

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.
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.
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 allow the impression to arise that it is SAP's agent.

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.

Article 5 Indemnification

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.

Article 6 Term and Termination

1. This Trademark License becomes effective when:
 - a) the integration 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 integration certificate to vendor, and
 - b) Vendor is in accordance with the terms of the GTCs.
2. SAP may terminate this Trademark License by giving two weeks' notice to the end of a calendar month.
3. Vendor shall cease using the SAP Logos and trademarks without delay when termination notice is given under this Trademark License or when the Certification Contract expires or is terminated according to its terms.

Article 7 Miscellaneous Provisions

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 License within thirty (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 thirty (30) days after notice of such change by SAP.
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.
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, BC-BAS-DES, BC-BAS-PV and HCM-LOC 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 and terminate ninety (90) days later, unless sooner terminated in accordance with the Trial Agreement.

For all BC-AL Certifications:

Usage of SAPSECULIB in connection with the services under this offer:

The SAPSECULIB 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 SAPSECULIB on an internal use basis in order to prepare for integration certification and only in conjunction with the Services of this contract. SAP will not provide any support for SAPSECULIB under this Certification Contract. In case this Certification Contract terminates, this license shall terminate immediately and Vendor shall promptly cease all use of SAPSECULIB in accordance with this contract.

For BC-ILM Certifications:

Vendor is not permitted to make any misleading statements concerning the scope of the integration certification provided hereunder, including but not limited to any statement whatsoever with respect to any connection of the legal compliance of the Vendor Solution with the integration certification provided hereunder, see also the GTC's § 2 (2) as well as § 6 (1-3).

For all IOT-DEVICE-CLOUD Certifications:

The second sentence of Section 14.1 (Term) of the GTC shall be amended as follows: The Certification Contract terminates in its entirety at the latest after any of the following cases arises: (i) after expiration of a contractual term of two years after successful integration certification, or (ii) SAP withdraws the relevant SAP Interface(s) from official standard maintenance, or (iii) SAP no longer supports the Integration Scenario, or (iv) after not successfully passing the certification tests within the nine months period as set forth under § 6 (5).

For all SAP Cloud Platform Extension, SAP BW/4HANA Content, SAP Gateway and SMP-MA Certifications:

Usage of the AAK in connection with the services under the offer:

The Add-on Assembly Kit (hereinafter "AAK") has the functionalities as described in the related documentation and is only applicable if Vendor integrates into SAP business solutions solely via SAP Cloud Platform extensions, or SAP Gateway, or SAP Mobile Platform, or builds SAP BW/4 HANA Content. In these cases and upon request by Vendor, SAP grants to Vendor for the Term of this contract a non-exclusive, non-transferable, limited license to use the AAK on an internal use basis in order to package the Vendor customized ABAP code and deploy on these SAP solutions, solely if needed to deploy SAP BW/4HANA business content or integrate a Vendor Solution app via SAP Gateway, SAP Cloud Platform, or a SAP Mobile Platform-based mobile app to SAP business solutions (allowed scenarios), 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 AAK in accordance with this contract. Use of the AAK beyond the allowed scenarios is not permitted under this Agreement and requires a separate ABAP Service Package Agreement. In addition, Vendor acknowledges that development of customized ABAP code requires a separate SAP development license. If Vendor has not yet licensed the development license, Vendor shall contact tdd@sap.com.

For all Java Deployment and Java JXBP Certifications of third-party Java solutions on SAP NetWeaver:

Prerequisites for the integration certification of the Vendor Solution: Vendor has a valid license agreement in place concerning the usage of the SAP NetWeaver development environment.

For all Premium Certifications of ABAP Add-ons:

Prerequisites for Premium Certification 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 for ABAP Add-ons:

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.