

SAP SUPPLEMENTAL MARKETING AND CONTACT DATA TERMS AND CONDITIONS

1. APPLICABILITY

These SAP Supplemental Marketing and Contact Data Terms and Conditions ("**Supplemental Terms**") shall apply to any Supplier providing Supplies to SAP SE and/or any of its affiliates ("SAP"), if these Supplemental Terms are incorporated by reference or hyperlink in the SAP Procurement General Terms and Conditions (as may be posted on the SAP Supplier Portal) or any other agreement between Supplier and SAP ("**Agreement**"). All capitalized terms used herein, but not defined, shall have the meanings given to such terms in the Agreement.

2. CONTACT DATA

If the Services include the collection, storage, or transfer to SAP of personal data (including but not limited to individual names, e-mail addresses, phone numbers, postal addresses, and/or other personal data) of data subjects ("**Contact Data**"), whether in connection with product development, marketing activities, the planning and hosting of a marketing event in which SAP participates as a sponsor, or otherwise, then Supplier represents and warrants that it complies with applicable law and has collected, from all data subjects that comprise the Contact Data, the consents and permissions required under applicable law:

- (i) to their personal data (as provided by Supplier to SAP) being collected, stored, and transmitted by Supplier to SAP with the purpose of being further transferred, stored, processed and used within the SAP group of companies and/or third parties that SAP may choose at its reasonable discretion, for research and marketing activities; and
- (ii) to receive marketing-related communications, including, but not limited to, phone calls, e-mail, faxes, mailings, newsletters and related materials, from SAP or its affiliates, or from third parties on behalf of SAP or its affiliates.

Upon SAP's request, Supplier will provide SAP with documentation evidencing such obtained consents sufficient to enable SAP to comply with applicable law. Supplier will promptly notify SAP of any changes to the Contact Data, including without limitation changes affecting the consent of any data subject contained within the Contact Data. Supplier shall indemnify and hold SAP harmless from any claims or damages (including fines) arising from Supplier's breach of this Section 2.

3. RECORDINGS

If the Services include the film, photograph, or other audio or visual recordings of an individual or an individual's likeness (each, a "**Recording**"), Supplier will do each of the following:

- (i) Prior to making a Recording, Supplier will obtain a signed release and consent (with the signature, printed name of the participant, and date) ("**Release**") from each of individual appearing in the Recording to appear in such Recording, and for such Recording to be used for the purpose of advertising and promoting SAP's or its affiliates' brands, products, and services.
- (ii) Each Release shall be a standalone document without other individuals' names appearing on such Release.
- (iii) If SAP provides a form of Release to Supplier in connection with the Services, Supplier will use such form of Release.
- (iv) If SAP does not provide a form of Release to Supplier, the Release shall take substantially the form attached hereto as Exhibit A.
- (v) After securing each such Release, Supplier will promptly deliver a copy to SAP, and in each case prior to the publication of any such Recording.

4. EVENT SPEAKERS

If the Services include the engagement of an individual ("**Speaker**") who will speak or otherwise participate in an in-person or virtual event conducted by SAP or its affiliate ("**Event**"), the following terms shall apply:

- (i) In addition to obtaining a Release from such Speaker, if at any time prior to the conclusion of Speaker's participation in the Event, Speaker (a) is charged with, indicted, or convicted of any felony or any crime involving moral turpitude, (b) is charged with, indicted, or convicted of driving while under the influence of drugs or alcohol, (c) appears in an intoxicated state or under the influence of drugs during, or in preparation for, the Event or (d) has committed, commits, or is alleged to have committed, any act, or is or becomes involved in any situation or occurrence tending to bring Speaker into public disrepute, contempt, or scandal, or that reflects unfavorably upon SAP or reduces the commercial value to SAP of the Event or the Agreement, ((a) through (d) shall be collectively referred to as the "Acts of Disrepute"), or if Speaker has engaged in any Acts of Disrepute in the past and information about such Acts of Disrepute becomes public prior to Speaker's participation in the Event, then SAP shall have the right to immediately terminate, in whole or in part, the related Order of Deliverables or Order of Services for "cause" and without liability. In the event of such a termination, Supplier will promptly refund to SAP any monies paid to Supplier under the Order.
- (ii) Notwithstanding Section 4(i) above, if for any reason beyond the control of SAP, Speaker is prevented from or fails to appear or execute any Services or Deliverables, or upon the occurrence of one or more of the for "Cause" conditions in Section 4(i), upon SAP's request, and in lieu of termination, Supplier shall arrange for a mutually agreeable substitute Speaker and the Fees due under the Agreement or Order shall be amended accordingly.
- (iii) If Speaker is participating in a virtual Event, Speaker shall be solely responsible for obtaining a secure and reliable internet connection allowing for Speaker's full and uninterrupted participation in the Event. If Speaker is unable to participate fully in the Event, whether due to intermittent connectivity issues, a poor internet connection, or otherwise, the SAP shall, at its election, be entitled to receive a refund of Fees paid for Speaker's participation in the Event, or to re-record the Event with Speaker at no additional cost.

5. EMAIL CAMPAIGNS

If the Supplies include an email marketing campaign as part of which Supplier will deliver e-mail messages promoting SAP goods, services and/or web sites to a certain agreed number of individual recipients whose email addresses have been collected by Supplier (a "**Campaign**"), Supplier represents and warrants that (i) its performance of the Campaign will at all times be conducted in compliance with all applicable laws, rules and regulations including, those related to data protection and privacy, and data security; and (ii) all data and emails addresses used and processed by Supplier as part of the performance of the Campaign will be obtained lawfully by Supplier, including by giving notice to, and obtaining appropriate consent from, each individual data subject whose information Supplier processes as part of the Campaign.

6. TRACKING TECHNOLOGIES

If the Supplies include the use of any tracking technologies, including without limitation pixels, cookies, clear GIFs, web beacons, web bugs, flash cookies, local shared objects (LSOs), server logs, or any software provided in conjunction therewith, Supplier represents and warrants that the Supplies: (a) will be free of any privacy or security vulnerabilities, (b) will be free of any viruses or malicious software, including malware, spyware, keyloggers, trojans, worms, or any other program, routine, or subroutine which is designed to or which will disrupt the proper operation of SAP's websites, servers, application, or other services, and (c) will comply with all applicable laws, rules and regulations, including those related to data protection and privacy, and data security.

EXHIBIT A

FORM OF RELEASE

The undersigned individual ("**Participant**") is participating in a film, photograph, or other audio or visual recording ("**Recording**") for the benefit of SAP SE and its affiliates ("**SAP**"). Participant hereby consents to the Recording and grants SAP and its successors and assigns an irrevocable, perpetual, worldwide, royalty-free, unrestricted rights to use, modify, reproduce, distribute, perform, and prepare derivative works including Participant's name, likeness, words, and any materials provided by Participant to SAP in connection with the Recording ("**Materials**"), or any portion thereof (collectively, the "**Content**") for the of purpose of advertising and promoting SAP's or its affiliates' brands, products, and services.

Participant hereby waives any right to inspect or approve SAP's use of the Content and agrees to hold SAP harmless from any liability associated with the use of the Content in any form.

All right, title, and interest in and to the work product or works of authorship incorporating the Content, including all copyrights therein, will be the sole property of SAP, free from any claims whatsoever by Participant.

Participant represents and warrants that (i) s/he has the authority to enter into this release and grant the rights as set forth herein (including, without limitation, use of the Materials); and (ii) entering into this release does not conflict with any contract or commitment of Participant.

This release contains the entire agreement and understanding between SAP and Participant with respect to the subject matter thereof and supersedes all prior agreements, negotiations, representations, and proposals, written and oral, thereto.