SAP Procurement General Terms and Conditions

for SAP as stated in the Order, or any of their respective affiliates domiciled in the address stated in the Order (hereafter, the "GTC")

1. Applicability of GTC and Supplemental Terms

1.1 This GTC, including the Supplemental Terms further defined in Section 1.2, applies exclusively to all (i) services, including professional/consulting services ("**Services**"), (ii) physical items as well as software, data, scripts or code ("**Goods**"), and (iii) any Goods conceived, produced or developed in connection with the Services ("**Deliverables**") (such Services, Goods, and Deliverables herein individually and collectively referred to as "**Supplies**") provided by the supplier under an Order (hereafter, the "**Supplier**") to the SAP entity which has ordered the Supplies (hereafter "**SAP**") or to a third party on behalf of SAP. Supplier and SAP may each individually be referred as a "Party" or, collectively, as the "Parties". This GTC (as in effect on the date of the applicable Order) applies to any Order of Supplies from Supplier, unless there is a separate written agreement between the Parties. Any other terms and conditions tendered by Supplier are expressly rejected. This GTC and the Order referencing this GTC may hereinafter be referred to as the "**Agreement.**"

1.2 Supplier acknowledges and agrees that:

(i) some terms and conditions are incorporated into the GTC and / or the Order are included via hyperlinks and are a legally binding part of the Agreement between Supplier and SAP ("**Supplemental Terms**");

(ii)except as otherwise provided herein, the Supplemental Terms may be amended by SAP from time to time without further notice to Supplier.

(iii) SAP has advised Supplier to check from time to time the then current and applicable Supplemental Terms as they may be subject to change according to Section 1.2 (ii);

(iv) for those Supplemental Terms in effect as of the effective date of the respective Order, it has been advised to download and retain a copy; and

(v) it will inform its Supplier Personnel of the applicable version of the Supplemental Terms.

~~1.3~~ In the event of any conflict or inconsistency among the terms and conditions set this GTC, the Supplemental Terms, and an Order, the following order of precedence governs: (i) first, the Order; (ii) second, the Supplemental Terms; and (iii) third, this GTC.

2. Orders and General Principles

2.1 The Parties agree that the type, scope, and qualification of the Supplies, as well as the respective remuneration, will be agreed to in "**Orders**". Orders hereunder are (i) SAP statements of works for Supplies mutually executed by the Parties ("**SOWs**"); or, if no SOW has been mutually executed, then (ii) purchase orders/ work orders which are issued by SAP if (1) such purchase order/work order references a fee schedule/rate card/price list for Supplies which has been mutually executed by the Parties ("**Rate Card**") and/or (2) Supplier accepts such purchase order/work order. Supplier will be deemed to have accepted the purchase order/work order by (i) using workflow e-approvals (if available, e.g. name/time stamp within SAP Fieldglass) or (ii) commencing to provide any of the Supplies contained in the purchase order/work order or invoicing SAP for any such Order. If provisions of the Order contradict or explicitly override the provisions of this GTC, the provisions of the Order shall prevail and govern.

2.2 Supplier shall sign any documents and perform any action reasonably required or requested by SAP to give effect to Supplies being provided under the Order and this GTC, and will cause its officers, employees, and agents to do the same.

2.3 Each Party will designate a contact person who has the authority and experience to provide required information and to make the required decisions hereunder without undue delay. Each Party undertakes to involve the other Party's contact person wherever necessary for the proper performance of the Order.

2.4 During the term of the Order, Supplier shall not make any offer to SAP's customer in respect of consulting services in the field addressed by the Services ordered by SAP (if any). Supplier's breach entitles SAP to a liquidated damages fee of five percent (5%) of the Order value. This is without prejudice to other rights, in particular claims for damages, but such fee shall be offset against any of SAP's further claims for damages.

3. Compensation; Invoicing and Billing; Taxes

3.1 Supplier shall participate in SAP´s electronic billing process (credit process) and, upon SAP's request, bill for its Supplies by using SAP's electronic billing tool for the invoicing of Supplies. In such case, Sections 3.2 through 3.7 shall be deemed to apply to the electronic billing process accordingly. On Supplier's written request SAP will provide further information about electronic billing.

Until electronic billing is in place, invoices shall be submitted to the corresponding local legal entity´s Accounts Payable email address, as shown below:

Country	Email
Argentina	ap.argentina@sap.com
Brazil	ap.brazil@sap.com
Colombia	ap.colombia@sap.com
Costa Rica	ap.costarica@sap.com
Chile	ap.chile@sap.com
Mexico	ap.mexico@sap.com
Panama	ap.panama@sap.com
Peru	ap.peru@sap.com
Puerto Rico	ap.puertorico@sap.com
Venezuela	ap.venezuela@sap.com

3.2 Supplier agrees to be compensated and reimbursed for Supplies provided in accordance with the fees (i) based on the specific description and pricing methodologies set forth in the Order, and (ii) never in excess of any applicable prices or rates for the Supplies previously agreed to by Supplier and SAP in writing, including in Rate Cards, unless the Parties agree specifically to override those prices or rates for that specific Order. Supplier is not entitled to any other compensation or fees for Supplies that are not identified in the Order. Travel and other expenses will only be reimbursed to the extent they are reasonable, have been expressly agreed in the Order and comply with the SAP Supplier Travel & Expense Reimbursement Policy available at www.sap.com/supplier-portal-travel-and-expense-policy-en, as may be amended from time to time.

3.3 SAP will pay only those undisputed fees that are expressly authorized, and do not exceed the stated fees and/or total cost stated in the applicable Order. Unless otherwise specifically agreed to in writing, Supplier will invoice SAP each month for the Supplies provided during the preceding month. Each invoice must relate to only one Order. Unless otherwise agreed in writing, the invoice must be sent separately for each Order to the invoice address indicated on the Order after the Supplies have been provided. The Supplier shall submit the invoice using the format and invoice delivery method indicated in the Order. Payment is due in accordance to the applicable Order, if an Order doesn´t mention the payment term, it will be sixty (60) calendar days following SAP's receipt of invoice (evidenced by the delivery receipt/documentation).

3.4 Except as the applicable Order may otherwise specify, no longer than forty-five (45) calendar days following the Supplies being provided, Supplier must submit an invoice to SAP in the manner indicated in the applicable Order, or any other address that SAP may designate in writing. Each invoice must specify the following information: 1) correct Order number, 2) correct SAP entity name, 3) geographic location where the Supplies were provided (identifying the country which services were provided in a separate line item, in case of multiple countries), 4) invoice number, 5) invoice date, 6) amount due, and 7) remit - to address and any other information or instruction that is required for a valid tax invoice in the country where Supplies are provided. Failure of Supplier to submit invoices to SAP in accordance with the foregoing terms shall subject them to rejection or delay, and SAP will not be responsible for timeliness of such payment.

3.5 Supplier must provide supporting documentation along with the invoice and other information that SAP may reasonably request to verify the accuracy of any fees. For Services provided on a time and material basis, each calendar week, unless otherwise agreed in the Order, Supplier shall without delay provide to SAP a written activity report showing details of all Supplier Personnel (as defined in Section 5.1), time worked, location of work, and activities justifying all time and expenses being charged. For Supplies provided on a fixed fee or other milestone deliverables basis, reports shall be submitted as required in the Order.

3.6 Supplier warrants that it is responsible for the payment of all applicable taxes due with respect to the Supplies that it is required by applicable law to collect or pay. Any consideration payable under this GTC shall be exclusive of VAT, goods and service taxes, sales taxes and similar levies. However, in compliance with tax law, VAT or the afore-mentioned similar levies shall be added to the consideration, if applicable, and shall be invoiced at the same time as the consideration as a separate line item. In addition, a valid VAT invoice shall be issued in conformity with the applicable VAT laws in respect of the transaction covered by the consideration. In the event that VAT is charged in error, a valid VAT credit note shall be issued, and the VAT amount shall be adjusted accordingly at the earliest possible time.

3.7 Supplier's income taxes on the Supplies will be borne by the Supplier. If SAP is required by law to make any withholding on account of Supplier (including but not limited to any income or corporation tax or a similar tax) from any payments to the Supplier under this GTC,SAP shall be entitled to reduce the amount payable to Supplier by the withholding.

4. Changes in the Supplies

4.1 SAP may, at any time, request additions, deletions, or revisions to the Supplies ordered (such requests, "**RFCs**"). Unless the Supplier is unable to perform the RFC or it would be unreasonably disadvantageous for Supplier to do so, Supplier must comply with the RFC and give notice in writing within ten (10) working days with the following information: (i) impact, if any, on existing Deliverables and/or definition of additional Deliverables; (ii) estimated impact, if any, on the project schedule; and (iii) estimated change, if any, in project fees.

4.2 All RFCs initiated by the Supplier must be made in writing and shall be submitted to the appropriate SAP Project Manager. Each request shall contain the reason for change and the information stated in Section 4.1. The SAP Project Manager shall review and accept or reject the RFC. If rejected the RFC shall be returned to the submitting Party with written reasons for rejection and, as appropriate, any acceptable alternatives. During or before Supplier's assessment of the RFC, SAP may determine, in its sole discretion, whether work under the existing Order should continue or be suspended pending the final decision on the RFC.

4.3 All approved RFCs will be incorporated as change orders to the Order via a separate written amendment ("**Change Orde**r"). Supplier will not provide any Supplies outside of the Order until both Parties have executed the Change Order.

5. Supplier Personnel

5.1 Supplier employees, as well as approved Subcontractors (as defined in Section 6), agents, and/or other representatives that provide Supplies hereunder (collectively "**Supplier Personnel**") shall remain, at all times, in the employ or at the direction of Supplier and shall not be deemed employees of SAP for any purpose. As used in this GTC, "**Representatives**" shall mean (i) Supplier Personnel; (ii) attorneys, accountants, or other professional business advisors; and, additionally, (iii) in the case of SAP, employees of SAP, SAP affiliates, customers, partners, and Subcontractors. This GTC does not authorize in any manner Supplier to contract in the name of or on behalf of SAP, or to hire persons as employees of SAP, or to otherwise act on behalf of, or hold itself out as an agent or representative of SAP. Supplier agrees that in the performance of this GTC it shall serve as an independent contractor for all purposes of any kind whatsoever and all Supplier Personnel shall be subject solely to the control, supervision and authority of Supplier. Supplier shall supervise, perform or cause to be performed all Supplies to be accomplished by Supplier Personnel as further described in the Order. No provision of this GTC will be deemed to create a contractual relationship between SAP and any Supplier Personnel.

5.2 Supplier shall ensure Supplier Personnel are trained and experienced so as to properly provide the Supplies. Supplier shall be directly responsible for all Supplies performed by Supplier Personnel.

5.3 SAP may, at any time, request in its sole discretion that Supplier Personnel be removed or replaced hereunder, and Supplier shall promptly replace said Supplier Personnel with new Supplier Personnel acceptable to SAP.

5.4 Supplier represents and warrants that it has or will obtain prior to the delivery of any Services pursuant to any Order, at Suppliers sole cost and expense, any and all immigration documents, visas, clearances, permits and the like necessary and appropriate for the lawful rendition to SAP of the Services in the location or locations contemplated by this GTC. It is understood and agreed that the lawful immigration status of Supplier and Supplier Personnel and their right to perform is a material inducement for SAP to enter into this GTC with Supplier. Before any assignment of Supplier Personnel to the delivery of any services, Supplier will perform checks and controls to identify whether Supplier Personnel: a) holds a prominent public position or role in a government body or international organization; or b) has any immediate family members and/or close associates who holds such position or role (" **Politically Exposed Person**"). Immediate family members and/or close associates of the Supplier Personnel are also considered Politically Exposed Persons. In the event a Politically Exposed Person has been identified, SAP must be notified by the Supplier and both Supplier and SAP will determine appropriate measures to mitigate and manage any potential risks of fraud, bribery, or corruption.

5.5 Supplier acknowledges that in connection with the provision of Supplies hereunder, Supplier may obtain access to or knowledge about information (i) of or about SAP customers whose profession, due to relevant national laws, imposes a professional secrecy obligation upon them , (ii) of SAP customers which may fall within the scope of telecommunications secrecy due to relevant national telecommunications law ((i) and (ii) together hereinafter referred to as "**Secrets**"), and which are therefore subject to exceptional confidentiality. If and to the extent Supplier is granted with access to Secrets, Supplier warrants (i) to inform Supplier Personnel that the unauthorized disclosure of Secrets may lead to prosecution including criminal penalties or imprisonment under relevant local law, (ii) to oblige Supplier Personnel in accordance with relevant local laws; in particular to treat Secrets strictly confidential and to protect them against disclosure by third parties, and (iii) that Supplier Personnel may use and obtain knowledge of SAP's and its customer's company and employee data, only to the extent required to provide the Supplies.

6. Subcontracting

Supplier must obtain SAP's written consent before engaging any subcontractor in connection with the Supplies, whether a company or an individual ("**Subcontractor"**), including where the Subcontractor is an affiliate of Supplier or where Supplier has an ownership interest in the Subcontractor. No approval by SAP to subcontract any of the Supplies shall relieve Supplier of any of its obligations under this GTC. Supplier is responsible to ensure that all of its contracts with all Subcontractors contain provisions that are in conformity with and no less stringent than the provisions of this GTC. Upon SAP's request, Supplier will require each Subcontractor to provide relevant information to ensure Subcontractor is acting as an independent contractor.

7. Confidential Information, Security and Data Protection

7.1 As used herein, "**Confidential Information**" shall mean all information which SAP protects against unrestricted disclosure to others, furnished by SAP or its Representatives to Supplier or its Representatives (i) is identified as confidential, internal, or proprietary at the time of disclosure, or (ii) should reasonably be understood to be confidential at the time of disclosure given the nature of the information and the circumstances surrounding its disclosure.

7.2 Supplier shall (i) take all reasonable steps (defined below) to maintain Confidential Information in strict confidence, taking steps to protect Confidential Information at least as protective as those steps that Supplier takes to protect its own proprietary and confidential information of a similar nature, but in no event less than a reasonable standard of care; (ii) not to disclose or reveal any Confidential Information to any person other than its Representatives on a need-to-know basis and only to the extent necessary to accomplish the intent of this GTC and who are under obligations of confidentiality substantially similar to those set forth herein (iii) not use or reproduce the Confidential Information in any form except as required to accomplish the intent of this GTC. Any reproduction of any Confidential Information shall remain the property of SAP and shall contain any and all confidential, internal or proprietary notices or legends which appear on the original and on any reproductions; and (iv) not reverse engineer, disassemble, decompile, or attempt to derive any underlying source code, ideas or methods from the Confidential Information without the prior written permission of SAP. Supplier shall (i) be responsible for any breach of these terms by it or its Representatives, (ii) make its Representatives aware of the restriction imposed on the Confidential Information, (iii) and require its Representatives to observe the obligation of confidentiality.

7.3 The above restrictions on the use and disclosure of Confidential Information shall not apply to any Confidential Information that: (a) has become generally known or available to the public through no act or omission on the part of the Supplier; (b) at the time of disclosure to Supplier was known to Supplier free of restriction; (c) is lawfully acquired free of restriction by the Supplier from a third party having the right to furnish such Confidential Information; or (d) is independently developed by Supplier without reference or access to the Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information.

7.4 In the event Supplier or any of its Representatives provides SAP with input regarding SAP's software, products, services, business or technology plans, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of SAP's software and/or other SAP products or services (collectively, "**Feedback**"), Supplier grants to SAP a non-exclusive, perpetual, irrevocable, worldwide, transferable and royalty-free license, with the right to sublicense to SAP's licensors, licensees, and customers, under all of Supplier's relevant Intellectual Property (as defined in Section 8.1), to use, publish, disclose, display, perform, copy, make, have made, make derivates of, use, sell and otherwise exploit such Feedback in any manner SAP chooses, without reference to the source.

7.5 Supplier may disclose Confidential Information to the extent required by law, regulation, court order or regulatory agency provided that Supplier uses reasonable efforts to give SAP 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 SAP. Supplier and its Representative shall use commercially reasonable efforts to disclose only that portion of the Confidential Information which is legally required to be disclosed and shall request that all Confidential Information that is so disclosed is accorded confidential treatment. Supplier acknowledges that SAP customer data that falls within the

scope of a Secret may be legally banned from public seizure and be exempted from applicable legal obligations, if any, to give evidence, and warrants not to disclose or give evidence about such SAP customer data without SAP's prior explicit consent. In case of a public seizure, Supplier shall object to the seizure and promptly inform SAP.

7.6 Upon SAP's request, or upon the effective date of the termination or revocation of an Order according to Section 14, and except to the extent it is legally entitled or required to retain the Confidential Information, Supplier shall promptly destroy or return to SAP, at SAP's election, all materials containing Confidential Information and all copies thereof, whether reproductions, summaries, or extracts thereof or based thereon (whether in hard-copy form or on intangible media).

7.7 Without prejudice to the rights and remedies otherwise available to SAP, SAP shall be entitled to equitable relief by way of injunction or otherwise, without the need to post a bond, if Supplier or any of its Representatives breach or threaten to breach any provisions of this Section 7. Supplier acknowledges the highly confidential nature of the Confidential Information, and that the unauthorized disclosure of such will give rise to irreparable injury to SAP, such injury being inadequately compensable in damages.

7.8 Supplier shall maintain generally accepted industry standard administrative, physical, and technical safeguards for protection of the information security, confidentiality, and integrity of SAP. Supplier shall (i) comply with the terms in the SAP Third Party Security Annex set forth at www.sap.com/supplier-portal-supplemental-terms-third-party-security-annex ("**TPSA**"), (ii) abide by additional Supplemental Terms (if applicable), as may be amended from time to time; and (iii) shall abide by terms relating to services rendered to SAP customer or partner who are a credit or other regulated financial institution supervised by financial authorities, available at www.sap.com/supplier-portal-supplemental-terms-customers-financial-services. SAP reserves the right to modify the TPSA ("**Changes**") within SAP's sole discretion provided that a) changes shall be effective no sooner than ninety (90) days after email notice to Supplier ("**Notice Period**") and b) Supplier has the right to object to changes by notifying SAP within thirty (30) days of receiving such notice. Upon receipt of such objection, SAP may terminate the affected agreement(s) upon prior written notice. If Supplier does not object within the Notice Period, the changes are deemed to be accepted by Supplier. Notwithstanding the foregoing, any change that is non-material or beneficial to Supplier will become effective upon notice by SAP without the process / options described above. If the Confidential Information contains personal data of SAP, its affiliates, partners or customers, Supplier agrees to comply with all applicable data protection laws. Additionally, Supplier must sign (i) the SAP data processing agreement if the Supplies require him to process such personal data and/or (ii) if applicable, any necessary additional data controllership agreements if Supplier acts as a controller of personal data. The additional terms and agreements referenced in this section are hereinafter collectively referred to as "Additional Data and Security Agreements".

7.9 Supplier shall not provide any information about a competitor of SAP ("**Competitive Information**") unless such information is in the public domain or otherwise lawfully available for transmission to SAP, in such case Supplier must comply with any terms and conditions attached to or otherwise applicable to the Competitive Information. Supplier Personnel who may be exposed to confidential information of competitors of SAP must act in accordance with the Supplier Code of Conduct at all times.

8. Intellectual Property

8.1 For purposes of this GTC, "**Intellectual Property**" means all intellectual property and proprietary rights, including without limitation all rights of inventorship and authorship, inventions, patents, utility models and rights in confidential information, including know-how, for any product, process, method, machine, manufacture, design, composition of matter, or any new or useful improvement thereof, as well as copyrights and related rights, trademark, moral rights, trade dress, and service mark rights, and all rights in trade secrets, computer software, proprietary information and data, and databases, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which now subsist or will subsist in the future in any part of the world.

8.2 Supplier hereby assigns, with full title guarantee and free from all Third-Party Rights (as defined in Section 11.2), to SAP all its respective rights, title, and interest in the Intellectual Property conceived, produced or developed by Supplier in connection with the Supplies and SAP owns all right, title and interest in and to such Supplies. Supplier undertakes to give all notices, take required actions, and sign all documents necessary or appropriate to give effect to and register such assignment in SAP's favor where SAP is so entitled. Supplier warrants, that, where applicable and to the extent permitted by applicable law, all authors of the Supplies waived their rights, if any, in or relating to the Supplies for the benefit of SAP and its assigns and licensees .

8.3 Where such assignment is not possible, Supplier grants to SAP a full, paid-up, exclusive, assignable, sublicensable, perpetual, irrevocable, worldwide license to the Intellectual Property conceived, produced or developed by Supplier in connection with the Supplies to permit SAP to use, make and have made, copy, modify, distribute, and fully exploit such Supplies, including, without limitation, a comprehensive assignable, sublicensable, perpetual exclusive worldwide right to use and exploit any Supplies to which rights of authorship and copyright attach. The rights of use and exploitation encompass, without limitation, the right to copy, change, process, translate, and market, whether by way of leasing, renting, or otherwise, any such Supplies and to grant such rights to others.

8.4 Notwithstanding anything to the contrary herein, Supplier shall retain ownership of all Intellectual Property created or acquired by Supplier outside the scope of this GTC ("**Pre-Existing IP**"). Supplier's Pre-Existing IP or any third-party software or materials shall not be included as part of the Supplies, unless otherwise agreed in the Order. In the event that the Supplies include or are covered by any Pre-Existing IP, Supplier hereby grants SAP a license equivalent in scope to the license described in Section 8.3, except that such license shall be non-exclusive.

8.5 Agreed assignments and/or license grants take effect immediately when the Supplies come into being. SAP hereby accepts such assignment of title to or, as the case may be, grant of rights in the Supplies.

8.6 Supplier's contracts with its employees and/or subcontractors that relate to Supplier's provision of the Supplies must be consistent with, and must not contain any provisions that conflict with, Supplier's obligations hereunder. Supplier will, at SAP's request, show to SAP that such contracts have been entered into with all employees and subcontractors involved in the provision of the Supplies.

8.7 Only SAP is entitled to apply for patents and other protection in respect of the Supplies. SAP may, at its discretion, pay compensation to Supplier Personnel for work towards making inventions or creating works that become the subject of an application for patent or other protection.

8.8 Immediately upon completion of the Supplies or, as the case may be, when an Order expires or is terminated, Supplier shall make available to SAP all material and information recorded on electronic or other media that is needed for full enjoyment of SAP's rights in this Section 8.

9. Delays

9.1 Supplier agrees to deliver any Supply no later than the date specified in the Order. For Supplier's delivery of Supplies, time is of the essence. If Supplier encounters or anticipates difficulty in meeting the delivery schedule, Supplier shall immediately notify SAP in writing, giving pertinent details; provided, however, that this data shall be informational only in character and shall not be construed as a waiver by SAP of any delivery schedule or date or of any rights or remedies provided by law or the Order.

9.2 If Supplier fails to meet the delivery schedule required by the Order with the result that SAP elects to call upon Supplier for expedited shipments of Supplies, Supplier, unless the delay in delivery arises out of causes beyond Supplier's control, will pay the difference between the method of shipping specified in the Order and alternative transportation rates. If Supplier fails to meet the delivery schedule required by the Order and SAP shows with reasonable certainty that SAP has as a result suffered loss, SAP may, without prejudice to its statutory rights, demand liquidated damages of five percent (5%) of the net value of the Order. Supplier retains the right to show that the loss did not actually occur or is significantly less than this amount.

10. Delivery, Acceptance, and Performance

10.1 Title to Goods and Deliverables shall be free and clear of any and all liens and encumbrances and shall pass to SAP from Supplier at the f.o.b destination point specified by the Order, or at such other point as may hereafter be selected by SAP. Passage of title to the Goods and Deliverables (or any part thereof) shall not in any way relieve Supplier of its obligations under this Order, nor be treated as a waiver by SAP of the right for SAP to inspect and reject any part of the Goods and Deliverables which fail to meet any warranty expressed or implied. Supplier shall assume and pay for any loss of or damage to the Goods and Deliverables covered hereby until delivery at the f.o.b. point specified by the Order, or until title otherwise passes from Supplier to SAP, whichever occurs later; except if SAP causes such loss of or damage to the Goods and Deliverables. If any lien or encumbrance is asserted against the Goods and Deliverables or any part thereof, SAP shall have the right to discharge the same by either filing a bond or other security; or at its discretion, paying the full amount thereof. Supplier shall repay to SAP the amount thus paid by SAP to discharge such lien and encumbrance.

10.2 All Goods and Deliverables may be inspected and tested at all times and places before, during and after manufacture by inspectors designated by SAP. Where SAP is under a duty of examination and defect notification by law, SAP's obligation to inspect Goods shall be limited to obvious and visible defects; i.e. defects which become apparent through external inspection of the Goods, including delivery documents, (e.g. transport damages, incorrect delivery, short delivery) or during a quality control of randomly chosen samples. Moreover, the scope of the inspection duty depends on the extent to which an investigation is feasible in the ordinary course of business, taking into account the circumstances of the individual case. SAP's obligation to notify the Supplier of defects discovered at a later stage remains unaffected. The time period for giving notice of defects must not be less than ten (10) working days commencing on discovery of the defect or, in the case of obvious defects, of delivery. For the avoidance of doubt, where an acceptance by SAP is required, there shall be no obligation to examine and notify.

10.3 Where required by law, if the Supplier provides Deliverables, a formal acceptance by SAP is required unless expressly waived by SAP in writing. If the examination of Deliverables requires a commissioning, acceptance shall take place after faultless commissioning. In case events beyond the reasonable control of SAP (e.g. a Force Majeure Event) make it impossible or unreasonable for SAP to carry out an acceptance, SAP shall be released from the obligation to accept the Deliverables for the duration of their existence. Depending on the nature of the Deliverable and subject to SAP's sole discretion, partial acceptance may be possible. SAP's overall acceptance must not, however, be implied from acceptance of all or any parts. Insubstantial defects will not be grounds for withholding acceptance.

10.4 SAP's acceptance of non-conforming Goods and Deliverables under the Order does not relieve Supplier of its obligation to furnish all, or the remainder of the Goods and Deliverables under this Order strictly in accordance with the terms hereunder and such acceptance of non-conforming Goods and Deliverables will not operate as a waiver of these requirements by SAP nor will it serve to establish any course of performance regarding subsequent deliveries under the Order. SAP shall be entitled to offset any adjustment amount for acceptance of non-conforming Goods and Deliverables from amounts owing to Supplier. This right shall apply even if nonconformity is not discovered immediately after delivery.

10.5 Except as agreed otherwise, Supplier shall perform the Services at the registered office of SAP. Performance of Services must be evidenced by appropriate activity reports submitted by Supplier and countersigned by SAP; SAP must countersign them if the Services have been performed in accordance with the Order and must not unreasonably refuse to sign or delay signing them.

10.6 In the event of weight/ quantity deviation, the weight/ quantity recorded by SAP for its receiving report shall apply unless Supplier shows that the weight/ quantity that it has determined was correctly determined in accordance with a generally accepted method.

10.7 All Goods and Deliverables to be shipped shall be prepared for shipment according to SAP's reasonable instructions, and otherwise according to good commercial practice to ensure safe arrival.

10.8 If documentation is required to use or operate the Goods and Deliverables, it shall be supplied in local language, unless otherwise agreed in the applicable Order.

11. Warranty

11.1 Supplier warrants that the Supplies shall be provided consistent with generally accepted industry standards by Supplier Personnel qualified to perform the same and will be of a quality conforming to standards generally accepted by professionals in the field, unless explicitly defined otherwise in the Order.

11.2 Supplier warrants that in the course of providing Supplies hereunder, neither it nor Supplier's Personnel nor the license granted in Section 8.3 will violate or infringe any Intellectual Property of a third party ("**Third-Party Rights**"). Supplier will inform SAP promptly if it becomes aware of any claims by third parties alleging that the Supplies provided under this GTC infringe Third-Party Rights. Supplier also warrants that no Goods or Deliverables are subject to an open source, public-source, freeware or other third party license agreement that, in each case, (i) requires SAP to disclose or license any material proprietary source code that embodies material SAP Intellectual Property or (ii) requires any material product to be made available at no charge, or (iii) prohibits the granting of license rights to SAP as specified under Section 8 of this GTC.

11.3 Supplier warrants that the Goods and Deliverables have the expressly agreed qualities, or, where no qualities have been agreed, that the Goods and Deliverables: i) are free of defects in design, materials and workmanship; ii) are merchantable and of good quality; and iii) conform to any samples or descriptions provided by Supplier.

11.4 The warranty period will be extended by the amount of time for which the defective Goods and Deliverables cannot be used for their intended purpose for reasons ascribable to Supplier.

11.5 If Goods and Deliverables are redelivered, provided again, remedied in whole or in part, or replaced, the warranty period starts from the beginning for the redelivered, newly provided, replaced, or wholly or partly remedied Goods and Deliverables.

11.6 In addition to SAP's other rights, Supplier shall pay for all reasonable expenses incurred by SAP in connection with unpacking, examining, repacking, and reshipping non-conforming Goods and Deliverables.

11.7 If any Goods or Deliverables are defective in materials or workmanship, or otherwise not in conformity with the requirements of the Order, SAP shall have the right, in addition to any legal and equitable rights to which it is entitled, to reject same for full credit, or to require that such Supplies be corrected or replaced promptly with satisfactory materials or workmanship. Unless Supplier corrects or replaces such Goods and Deliverables within the delivery schedule, SAP may (i) require the delivery of such Goods and Deliverables at a reduction in price which is equitable under the circumstances, (ii) terminate the Order for default and recover all expenses for obtaining substitute Supplies, or (iii) terminate the Order for default as provided under Section 14.2. In addition to SAP's other rights, SAP may charge Supplier all expenses of unpacking, examining, repacking and reshipping such non-conforming Goods and Deliverables.

12. Indemnification

12.1 Supplier shall indemnify, defend, and hold harmless SAP, its affiliates, and their respective directors, officers, shareholders, employees, and agents as well as SAP customers (together "**SAP Indemnitees**") against all claims and actions asserted or commenced by a third party (each, a "**Claim**") against the SAP Indemnitees, and all losses, damages, liabilities, costs and expenses of any kind, including, without limitation, reasonable attorneys' fees, that are incurred by the SAP Indemnitees in connection with or resulting from such Claim, if such Claim is based upon or results from: (i) any breach by Supplier of this GTC or any of Supplier's representations, warranties, or obligations herein, (ii) an allegation that the Supplies violate or infringe Third Party Rights, (iii) any employment, withholding or other tax liabilities of any kind or nature arising in respect of Supplier Personnel, the Supplies, or amounts paid pursuant to this GTC, (iv) any non-compliance with immigration laws relating to Supplier Personnel, (v) the applicable minimum wage legislation relating to Supplier Personnel, or (vi) personal injury or property damage made by or on behalf of Supplier Personnel, except those claims resulting solely from the SAP Indemnitees' gross negligence or willful misconduct, notwithstanding any statutory protections available.

12.2 Supplier agrees to provide replacement or modified Goods or Deliverables that do not violate or infringe Third-Party Rights, or to acquire for SAP and SAP customers the right to continue to use the Goods or Deliverables in the form in which they gave rise to the Claim. Supplier's failure to comply with this section shall consist of a material breach and subject to the terms of Section 14.2(i) hereof.

12.3 The SAP Indemnitees will have the right to participate in the defense of all Claims and may appear (at their own expense) with counsel reasonably acceptable to the Supplier. Supplier shall have the right to fully-control the defense of each Claim; provided that it shall not agree to any settlement that imposes any financial or specific performance obligation on, or admission of liability by, an SAP Indemnitee without such party's prior express written consent.

12.4 The foregoing provisions are without prejudice to SAP's other rights in contract or law with respect to infringements of Third-Party Rights.

13. Liability

13.1 EXCEPT FOR DAMAGES RESULTING FROM BREACHES OF OBLIGATIONS IN THIS AGREEMENT RELATED TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, CONFIDENTIAL INFORMATION; DATA PROTECTION AND PRIVACY, INTELLECTUAL PROPERTY, INDEMNIFICATION, OR COMPLIANCE WITH STATUTES AND REGULATIONS, WHICH ARE UNLIMITED, UNDER NO CIRCUMSTANCES SHALL SUPPLIER OR SAP BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF TWO (2) TIMES THE FEES PAID OR PAYABLE HEREUNDER.

13.2 EXCEPT FOR DAMAGES RESULTING FROM BREACHES OF THE OBLIGATIONS IDENTIFIED AS UNLIMITED IN SECTION 13.1, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF SUPPLIER OR SAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR CLARITY, SUPPLIER ACKNOWLEDGES THAT DAMAGES SUFFERED BY SAP OR SAP AFFILIATES AS A RESULT OF A CUSTOMER CLAIM AGAINST SAP OR SAP AFFILIATES RELATED TO A PURCHASE USED BY SAP IN A CUSTOMER-FACING CONTEXT ARE DIRECT DAMAGES.

14. Termination and Revocation

14.1 SAP may, by providing at least fifteen (15) calendar days' prior written notice stating the extent and effective date, terminate any Order of Services and Order of Deliverables for convenience in whole or in part at any time.

14.2 SAP may terminate, in whole or in part, an Order of Deliverables and Order of Services immediately upon the occurrence of one or more of the following events: (i) the failure of Supplier to comply with any material term or condition of this GTC or the Order referencing them after SAP has provided Supplier thirty (30) calendar days' prior written notice specifying the nature of such default and the Supplier fails to cure such default within such thirty (30) day period or if such breach is not curable then immediately; (ii) during the term of the Agreement, Supplier works for a competitor of SAP or a competitor of SAP acquires or assumes a controlling interest in Supplier and in consequence thereof a risk of unauthorized disclosure of SAP expertise arises; (iii) the dissolution or liquidation of the Supplier; (iv) the insolvency or bankruptcy of the Supplier; (v) the institution of any proceeding by or against the Supplier under the provisions of any insolvency or bankruptcy law; (vi) the appointment of a receiver of any of the assets or property of the Supplier; (vii) the issuance of an order for an execution on a material portion of the property of the Supplier pursuant to a judgment; (viii) the termination of any Additional Data and Security Agreement by either Party or pursuant to its terms; or (ix) the breach of Section 5.5, Section 16, Section 23 or Section 25.

14.3 SAP may revoke an Order of Goods upon the occurrence of any event mentioned in Section 14.2 (i) to 14.2 (viii). SAP's statutory rights to revoke and/or terminate an Order (if any) remain unaffected by this Section 14.

14.4 If SAP terminates an Order of Deliverables or an Order of Services hereunder, Supplier will be paid only for those individual Services that have been performed in compliance with the Order of Services prior to the termination and/or for those Deliverables that have been performed in compliance with the Order of Deliverables prior to the termination and have been accepted or are eligible for acceptance by SAP.

14.5 Upon any termination or revocation of an Order, the following Sections shall survive: 3, 5, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23,. 25, and 27.

15. Insurance

Insurance will be determined in the applicable Order and it may be replaced by retention of payments. If an Order doesn´t mention the insurance, this Section 15 shall apply.

Supplier agrees to maintain during the term of valid Orders, at its own expense, all necessary insurance for Supplier and Supplier Personnel based on the Supplies, of at least the kinds and limits contained in, and comply with all other requirements stated in, www.sap.com/supplier-portal-insurance-requirements-for-gtcs-for-purchases-united-states-en, in effect as of the date of the applicable Order.

16. Compliance with Statutes and Regulations

16.1 Supplier warrants and certifies that in providing the Supplies and under the performance of this GTC, it will comply with all applicable statutes, rules, regulations, and orders including any federal, state or local political subdivisions and including, but not limited to, laws and regulations pertaining to (i) anti-bribery; (ii) tax; (iii) immigration; (iv) Export Laws as defined in Section 22; (v) privacy and data protection; (vi) labor and employment such as the local applicable minimum wage legislation or other local laws regarding wages, hours, and conditions of employment; and will not supply SAP with any "covered telecommunications equipment or services" as more specifically described in the United States Federal Acquisition Regulation clause 52.204-25, "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment."

16.2 Supplier shall further be responsible for Supplier Personnel's and Subcontractor's compliance with statutes and regulations.

17. Retention of Records; Audit

17.1 Supplier shall maintain accurate and transparent books, accounts, records, and other documentation ("**Records**") related to the Supplies to demonstrate compliance with applicable laws and regulations. The Records shall be kept in reasonable detail and accuracy and the content shall be sufficient so that a third party can assess the business purpose of the transaction, including (as applicable) the identification of any Supplier Personnel involved. All Records will be maintained for ten (10) years after the termination or completion of the Supplies. If any audit being conducted in accordance with this Section raises issues, such Records shall be maintained for as long as required for the resolution of the issues.

17.2 Authorized representatives of SAP (including third party auditors engaged by SAP) shall have the right to conduct on-site audits of Supplier to the extent necessary to determine Supplier's compliance under this GTC and any Order, including but not limited to (i) Supplier's Record retention obligations, (ii) Supplier's obligations in relation to the applicable minimum wage legislation, and (iii) Supplier's obligations in relation to Secrets. Upon request, Supplier shall share respective documentation (e.g. templates of or signed Supplier Personnel confidentiality agreements, with SAP).

18. Written Form

18.1 Any Change Orders and any contractually or legally relevant notices and declarations, especially without being limited to breach or termination notices, reminders, or notices to set time limits, require written form. The foregoing provision also applies to any waiver of the written-form requirement. The written-form requirement can also be met by exchange of letters or (except in the case of termination notices to SAP which must be physically sent) with an electronically transmitted signature (e-mail transmission with scanned signatures, or other electronically permissible form of contract conclusion provided by or on behalf of SAP, such as the SAP DocuSign procedure). There are no parol collateral agreements.

18.2 Any notice will only be effective when received in written form. Each Party must give the other prompt notice of any change in address or addressee, if possible, in advance.

18.3 [Reserved.]

19. Force Majeure

Neither Party shall be considered to be in default of this GTC because of a delay or failure in performance of its obligation resulting from any cause beyond its reasonable control (a "**Force Majeure Event**"), provided it gives reasonably prompt notice of the Force Majeure Event to the other Party and uses reasonable efforts to mitigate the delay or failure.

20. Severability

The invalidity, illegality or unenforceability of any provision of this GTC shall not affect the validity, legality, or enforceability of any other provision of this GTC, which shall remain in full force and effect.

21. Assignments

Notwithstanding anything to the contrary, Supplier shall not assign this GTC or any parts of it, any Order, or any monies owed to Supplier under it to any third party without the express written consent of SAP. SAP shall not assign this GTC or any Order to any third party without Supplier's written consent, except nothing will prevent SAP from assignment to an SAP affiliate or to SAP successor in interest. This GTC shall inure to the benefit of and shall be binding upon Supplier and SAP, and their respective permitted successors and assigns.

22. Export controls

Supplier acknowledge that the Supplies delivered under this GTC may be subject to the export and import control laws of various countries, including without limitation, the laws of Germany, the European Union and the United States of America (altogether referred to as "**Export Laws**"). Both Parties will comply with the Export Laws in the performance of this GTC. Supplier will cooperate with SAP as reasonably necessary to ensure compliance with Export Laws. Supplier agrees to provide SAP with (as applicable): (i) the "Export Control Classification Number" (ECCN) according to the U.S. Commerce Control List; (ii) the export control list number according to Annex I to the Regulation (EC) No. 428/2009; (iii) any other export control list number applicable to any Supply delivered under this Agreement; (iv) the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; (v) the country of origin (non-preferential origin); and (vi) any other technical information as may be reasonably requested by SAP for the purposes of export and import licensing procedures in other countries.

23. Trademarks; Publicity; Press; Advertising; Marketing

23.1 Without prior written approval from SAP, in SAP's sole discretion, Supplier shall not be entitled to use any SAP trade marks and logos ("**SAP Brand**"), including but not limited to in connection with any announcement, advertisement, publication or presentation, sales, promotion, press releases, and other publicity relating to the Order and /or the business relationship with SAP.

23.2 Supplier acknowledges SAP's sole ownership of SAP Brand and all associated goodwill, and that SAP retains all right, title, and interest in the SAP Brand. Supplier shall not to register or attempt to register any portion of the SAP Brand under any scenario in any country of the world. Any purported registration in violation of this provision shall be deemed null and void *ab initio*.

23.3 Supplier agrees to abide by the requirements, if applicable, stated in https://www.sap.com/supplier-portal-supplemental-terms-marketing, in effect as of the date of the applicable Order.

24. SAP site access

If Supplies are provided on site, Supplier agrees to comply with applicable rules and safety instructions posted on site or otherwise made available to Supplier (e.g., www.sap.com/supplier-portal-safety-instructions-usa-en).

25. Purchasing Ethics

Supplier agrees to comply with the SAP Supplier Code of Conduct available at www.sap.com/supplier-portal-code-of-conduct-en, as may be amended from time to time.

26. Governing Law; Jurisdiction; Venue

26.1 The country of registration of the ordering SAP company determines the applicable local law which applies exclusively. If Supplier is not registered in the same country, such governing law applies subject to the exclusion of its conflict of laws provisions and subject to the exclusion of UN sales laws.

26.2 If Supplier is a businessperson or a body corporate or special fund under public law, the sole place of jurisdiction for all disputes arising out of or in connection with the contractual relationship is in the capital city of the country of the ordering SAP entity is registered.

27. Entire Agreement

This GTC and its Supplemental Terms, together with the Order, constitutes the complete and exclusive statement regarding the subject matter hereof and supersedes all prior agreements, understandings, and communications, oral or written, between the Parties concerning such subject matter. Subject to Section 1.2, no modifications, amendments, or supplements to the GTC shall be effective for any purpose unless in writing and signed by the parties.

Annex: Modified Local Terms and Conditions per Country

The following modified terms and conditions shall apply to Agreements governed by the local laws of the following countries:

1. **Country: Argentina**
   The following wording will be added to Section 5 of the GTC:

   1) Supplier Personnel: Supplier agrees that all of its personnel will be at the time of the provision of Services legally registered with no deficiencies in the terms of Articles 8/10 of Act N° 24013, their salaries are paid monthly and in a timely manner, with the corresponding legal paystubs, that social security contributions are paid monthly and in a timely manner and that payments to occupational risk insurers are paid monthly and in a timely manner. The Supplier is and shall be solely responsible for any claim, complaint, judgment, determination of labor debt, forecasting, tax, social, civil, etc. that is directly or indirectly related to the personnel that the Supplier assigns to the provision of the Services, and must maintain SAP indemnity. In that regard, SAP shall not be liable for any species, direct or indirect, in relation to persons employed by the Supplier or contracted by the Supplier, whatever the legal name or nature of the established link, the Supplier is therefore solely and exclusively responsible for the obligations arising out of the labour and planned provisions, collective labour agreements and/or any other legal provision applicable to persons employed and/or contracted by the Supplier in a current or future manner. For this reason, any out-of-court, judicial and/or administrative claims received by SAP in relation to the above situations shall be communicated to the Supplier who will immediately be obliged to take over the Claim and to resolve it in such a way that SAP does not suffer any inconvenience or harm. However, and in the event of a claim against SAP, SAP may choose to assume its own defense, in which case the expenses and fees reasonably waived for that reason will be borne by the Supplier. The personnel assigned by the Provider to the provision of the Services shall have all necessary permits, qualifications and compliance with requirements for the proper provision of the Services, in accordance with applicable law, including without limitation compliance with legal requirements in order to work in the country of provision of the Services (visas, permits or others). All Supplier personnel affected by the performance of this Framework Agreement shall sign an affidavit stating that SAP is not their employer or binds them to SAP in any way, and in which they refuse to present any action against SAP, in the same way it will be done with employees who join the provision of Services after the submission of the aforementioned statements. These statements must be delivered to SAP within 48 hours of the signing of this Agreement. Supplier undertakes to provide SAP immediately after the conclusion of this Agreement: (i) Labor Risk Insurance ("ART") Certificate in connection with the coverage of all personnel assigned by the Supplier to the provision of the Services, specifying: (a) that the list of employees is covered by such insurance; (b) expressly waiving to initiate any kind of action against SAP, its officers and/or employees, whether based on Article 39.5 of Act N° 24.557 or any other legal rule in the event of benefits in kind or in cash that is obliged to grant or pay to personnel or ex- personnel of the Supplier, c) that the policy contracted by the Supplier covers damage suffered by the Supplier's personnel caused by accidents at work and/or on the journey between home and workplace, d) that ART undertakes to immediately notify SAP of termination of the occupational risk insurance contract concluded with the Supplier, whatever the reason and that, otherwise, ART will not invoke termination of such contract as a cause of sole liability for claims of any kind that may be made to it by the Supplier's employees or their successors; (ii) Tax ID ("CUIL") certificate of all Supplier´s employees affected by the Service; (iii) Compulsory life insurance policy of all Supplier personnel affected by the Service; (iv) Liability insurance policy covering all risks resulting from the provision of the Service entrusted to the Supplier, and (v) bank account certificate as stated in Article 30 of the Labour Contract Act (LCT). In addition, the Supplier agrees to provide the documentation for SAP to carry out the control set out in Article 30 of the LCT that releases it from any joint liability that may arise as per this Agreement, committing to submit to SAP on or before the 10th day of each month, a copy of the following documentation signed by a legal representative: (I) affidavits and proofs of payment of the charges; ART certificates; pay slips from dependent personnel; and (ii) proof of payment of compulsory life insurance, and compliance with all elements that SAP requests under the Supplier's existing legal and conventional obligations to its personnel, and any documents that will ensure that SAP is not subject to any kind of joint liability in relation to employees employed by the Supplier. The Supplier may replace the delivery of the documentation referred to in this paragraph by providing an accounting certification issued by a registered public accountant, declaring compliance with such points, to SAP's satisfaction. SAP´s payments are subject to the receipt of the aforementioned documentation and SAP reserves the right to terminate for cause this Agreement if the documentation is not submitted in a timely manner.

Schedule A: Local Terms and Conditions Modified by Country for Specialized Services.

The following amended terms and conditions shall apply to Contracts governed by the local laws of the following countries with the following prevailing as set out in this Schedule A in respect of the GTC.

1. Country: Mexico

The following Supplier's Representations are added at the beginning of the GTC:

- That if due to the nature of the specialized services it provides, Supplier is registered in the Public Registry of Employers that provide specialized services or execute specialized works of the Ministry of Labor and Social Welfare.
- That it is a company whose corporate purpose allows it to provide specialized services.
- That it will perform the specialized Services and/or the execution of works or specialized projects according to SAP's needs and requirements, which will be included in each Order.
- That it has the technical, material and human resources necessary to provide the specialized services and/or the execution of specialized works or projects that are the object of this contract and its schedules.
- That it has the necessary and sufficient authorizations, registrations, permits and insurance to provide the specialized services set forth in the Order(s).
- That it will provide the worker with all the necessary tools to carry out the entrusted work.

Section 5 of the GTC will be amended, adding the following paragraphs:

5.6 This Specialized Services procurement is formalized through this contract, indicating the purpose of the services to be provided and the approximate number of workers who will participate in the provision of such services, stating that the services or goods provided under this instrument by the SUPPLIER are specialized and different from SAP's corporate purpose and predominant economic activity, in accordance with the provisions of Articles 13 and 14 of the Federal Labor Law.

5.7 On its part, the SUPPLIER states that, as of the signature date hereof, is duly registered as a provider of specialized services or execution of specialized work before the Ministry of Labor and Social Welfare and that siuch register is current, has not been revoked and will deliver a copy to SAP of this register for each Order entered with SAP. In addition, the Supplier states to be up to date with all its tax and social security obligations.

5.8 THE SUPPLIER acknowledges by signing this Agreement that it is in compliance with its labor obligations such as the payment of salaries, worker-employer contributions to the Mexican Social Security Institute (IMSS), withholding tax on the work product or payment of dues to the National Worker's Housing Fund Institute (INFONAVIT), the retirement savings system (SAR), as well as the granting of each and every one of the employment benefits to which its staff is entitled, in which case it is bound to present and deliver monthly to SAP during the term of the contract or each Order the receipts proving such assumptions in the months agreed herein this contract or Order, under the terms provided in the Federal Labor Law, INFONAVIT Law and considering the provisions of the CFF, LISR, LIVA, etc.

5.9 Both parties agree that the only legal relations between them are those derived from the GTC, which is why they are bound to hold each harmless from any controversy, claim, damage or prejudice that may arise from the provisions of this clause, as well as from the breach of their respective obligations, with the obligation to reimburse the affected party for any expenses incurred for this reason.

5.10 The parties agree that this Contract does not create any employment, partnership, association, joint venture or similar relationship between them. By virtue of the foregoing, each party shall have no authority or representation to act on behalf of the other or to assume any obligation or liability. Neither party is responsible for determining the prices applicable to its own products.

5.11 Neither party assumes the character of a distributor or agent for the sale or marketing of the products or services of the other party.

5.12 Supplier must prove to SAP that it complies with its labor and tax obligations, as well as those derived from the Social Security Laws and the National Workers' Housing Fund Institute, and if it fails to do so, SAP may suspend the payment of the fees or terminate this Contract or Order without the need for a judicial declaration.

5.13 Supplier agrees to hold SAP harmless from any controversy, claim, demand, damage or harm that may arise from Supplier's breach of its obligations under applicable law and the terms of this Contract, and therefore undertakes and agrees to defend, indemnify and reimburse any expenses related to the defense, payment of fines and any other expenses arising from such breach.

5.14 The SUPPLIER is bound to provide the IMSS, as well as the INFONAVIT, every four-month period no later than the 15th day of the months of January, April, July and October, the information of the contracts executed pursuant to the provisions of Article 15-A of the Social Security Law and no later than the 17th day of January, May and September, pursuant to Article 29 BIS of the Law of the National Workers' Housing Fund Institute. In such case, the SUPPLIER undertakes to submit to SAP the acknowledgement of submission to such authorities of the documents evidencing compliance with such obligations.

5.15 THE SUPPLIER undertakes to have and maintain during the term of the contract the registration before the Public Registry of Employers that provide specialized services or execution of specialized works of the Ministry of Labor and Social Welfare and to deliver the proof of registration to SAP; likewise, it shall present and deliver to SAP, once it submits them, the necessary and sufficient vouchers and documents to prove compliance with its tax and social security obligations.

5.16 Therefore, the Supplier releases SAP from any liability that may derive from the Federal Labor Law, since it provides specialized services and has sufficient elements of its own to comply with the obligations arising from the relations with the staff at its service, which it declares under oath, so that for no reason may SAP be considered a substitute employer of the Supplier's employees, for any purpose whatsoever.

5.17 In addition to the provisions stated above, SUPPLIER agrees to the following:

a) In terms of Article 15-A of the Social Security Law, it is bound to provide the following information in the corresponding month regarding this instrument: i) information on the parties to this contract; ii) information on the purpose, term, list of workers, among others; and iii) a simple copy of the registration issued by the Ministry of Labor and Social Welfare for the provision of specialized services hereunder.
b) To strictly comply with each and every one of its employer obligations with respect to its own employees and in relation to the Specialized Services provided, in accordance with the Federal Labor Law, the Social Security Law, the Law of the National Workers' Housing Fund Institute, the Law of the Retirement Savings Systems, and any other rule or regulation derived from such obligations.
c) In complying with the tax obligations contemplated in the Federal Fiscal Code, the Income Tax Law and the Value Added Tax Law.

The following is added to Section 14:
14.6 The parties agree that SAP may immediately terminate this Contract without liability in the following cases: (i) if Supplier fails to obtain the registration before the Ministry of Labor and Social Welfare or if, should it obtain it, such registration is cancelled in the terms of paragraph 4, Article 15 of the Federal Labor Law; (ii) if Supplier fails to comply with its obligation to provide the Mexican Social Security Institute with the information regarding this service agreement, in the terms of Article 15-A; iii) if Supplier fails to comply with its obligation to renew the registration for the rendering of specialized services; iv) if SUPPLIER does not provide SAP with the statements and payments to prove that it has complied with its tax obligations, pursuant to the provisions of the Income Tax Law and the Value Added Tax Law; and/or v) any other cause that prevents maintaining a service provision relationship between the parties.

Paragraph 26.1 is amended as follows:
26.1 For all matters related to the interpretation, compliance and execution of the "GTC", the Parties expressly submit to the applicable civil and trade legislation and to the jurisdiction of the competent courts of Mexico City, expressly waiving any other jurisdiction that may correspond to them due to their present or future domiciles or the location of their assets.

The following obligation is added:
Bail

a- In order to ensure due compliance with each SOW and its results, SAP may request that, in the corresponding SOW, SUPPLIER guarantees the total performance of its obligations, the timely and correct delivery, as well as the good quality of the goods and/or services during the term of the SOW in accordance with the terms thereof, understanding that, in order to request such bond, any of the following conditions must be met:

a.1.1 That it be an acquisition of a value greater than USD $25,000.00 (twenty-five thousand American dollars 00/100).

a.1.2 That, in the case of a SOW that includes the SUPPLIER'S SERVICES, there has already been any previous default by the SUPPLIER, whether or not it has been resolved.

a.1.3 That it be a SOW under which SAP is to pay any advance payment of any kind to the SUPPLIER.

a.2 For such purposes, SUPPLIER shall, when so requested by SAP, submit to SAP, as of the date of execution of the corresponding SOW or no later than five working days thereafter, a surety bond policy, under the conditions listed below, and with the understanding that: 1) in the case of a bond guaranteeing the proper use of advance payment, such bond shall be issued for one hundred percent (100%) of the amount received as an advance payment; 2) in the case of a bond guaranteeing the total performance and the good quality of the services covered by the aforementioned contract, said bond shall be issued for ten percent (10%) of the total contract amount, and 3) in the case of a bond guaranteeing against hidden defects that may arise, said bond shall be issued for ten percent (10%) of the total contract amount, and this bond may be an extension of the term of the bond guaranteeing the total performance and the good quality of the services covered by the contract. The percentages described above will be calculated in accordance with the price or consideration set in the SOW. The conditions for the issuance of the bond in question are as follows:

b) That the bond is granted under the terms of the corresponding SOW, especially with respect to the obligations of proper use of the advance payment, or timely and total performance and good quality of the services under the Contract, or against any hidden defects that may arise.

c) That the bond shall remain in force for as long as there are outstanding obligations to be fulfilled by the SUPPLIER, in accordance with the terms and conditions set forth in each SOW.

d) That the bond shall remain in force in the event that any extension or waiting period is granted to the SUPPLIER for the compliance of the guaranteed obligations, even if it has been requested or authorized extemporaneously.

e) That, preferably, it should be issued through the intervention of SAP's authorized agent, AON MEXICO.

f) That it must be granted by a surety institution approved by SAP.

g) That it must be issued in the amount set on the applicable SOW.

h) That to pay it, the express written consent of SAP (which must be granted no later than thirty days after the issuance date of the corresponding Final Acceptance Certificate by SAP) will be an indispensable requirement.

i) That the surety expressly accepts the provisions of articles 93, 94, 95 and 118 of the Federal Law of Surety Institutions in force.

a.3 If the bond has not been granted by the SUPPLIER under the terms set forth herein once the term for its issuance has elapsed, SAP may unilaterally declare the Contract's termination without need for any judicial pronouncement.

a.4 Likewise, the parties agree that the eventual cancellation of the bond shall not release the SUPPLIER from its liability regarding the quality of the goods and/or services, which shall be subject to the contents of the GTC and the corresponding SOW.

a.5 The characteristics of such bonds, if granted, shall be disclosed as part of the applicable SOW.

Schedule B: Local Terms and Conditions Modified by Country for General Services

The following amended terms and conditions shall apply to Contracts governed by the local laws of the following countries with the provisions of this Schedule prevailing in respect of the GTC:

2. Country: MEXICO

a. Representations by the SUPPLIER.

- The SUPPLIER represents, through its legal representative, that it is bound to comply with the object of this "GTC" with its own means and resources, expressly stating that at no time will it provide or make available its own staff in SAP's favor and, therefore, the existence of a subcontracting between the parties will not be considered in the terms of Art. 12 of the Federal Labor Law.
- The SUPPLIER acknowledges that the results or deliverables of the work performed by its staff are for the benefit of the SUPPLIER itself, which in turn provides professional services to SAP.

b. Labor Liability

Under no circumstances shall it be understood that the Supplier Personnel are SAP employees, notwithstanding the fact that they carry out activities at SAP's facilities and/or at any other address to SAP's satisfaction, since the functions and activities carried out by the SUPPLIER are different from SAP's corporate purpose and/or predominant economic activity.

In connection with the foregoing, the parties expressly state that the SUPPLIER shall not provide or make available its own workers for SAP's benefit hereunder, so there shall be no subordination or legal power of command between SAP and the Supplier's own workers.

In addition, the parties state that the activities carried out by the SUPPLIER under this instrument are independent, with the SUPPLIER having the know-how and technical knowledge for its execution and development. Therefore, SAP acknowledges that it is strictly forbidden to give orders to the Supplier Personnel; in the event that SAP wishes to modify the provision of services by the Supplier Personnel in any way, it shall notify this directly to the representative in order to evaluate SAP's comments and, if necessary, make the corresponding modification.

The SUPPLIER shall be responsible for any employment obligations arising from the relationship with its employees and in no event and under no circumstances shall SAP or any SAP-related person be deemed to be a direct or substitute employer of such Supplier Personnel.

The staff that perform activities in accordance with this GTC will be exclusively under the SUPPLIER's direction and subordination, who is the sole employer and therefore exclusively responsible for the compliance of each and every one of the obligations in labor, social security, training and hygiene matters and the registration of each of its workers before the Mexican Social Security Institute (IMSS).

SAP shall not be liable in any way for any civil, commercial, labor, social security, tax or any other type of liability, including that related to payments and indemnities to IMSS and/or INFONAVIT with respect to the SUPPLIER personnel.

In no event shall SAP, or its related parties be considered jointly and severally liable, direct or indirect employers, intermediaries, substitute employers in relation to the SUPPLIER and/or their respective exclusive employees.

SUPPLIER agrees to strictly comply with each and every one of its employer obligations with respect to its own employees and in connection with the activities under this instrument, in accordance with the Federal Labor Law, Social Security Law, Law of the National Workers' Housing Fund Institute, Law of the Retirement Savings Systems, and any other rule or regulation derived from such obligations.

c. Applicable Law and Jurisdiction

For all matters related to the interpretation, compliance and execution of the GTC, the Parties expressly submit to the applicable civil and trade legislation and to the jurisdiction of the competent courts of Mexico City, expressly waiving any other jurisdiction that may correspond to them due to their present or future domiciles or the location of their assets.

d. Bond

d.1 To ensure due compliance with each SOW and its results, SAP may request that, in the corresponding SOW, SUPPLIER guarantees the total performance of its obligations, the timely and correct delivery, as well as the good quality of the goods and/or services during the term of the SOW in accordance with the terms of such SOW, in the understanding that, to request such bond, any of the following conditions must be met:

d.1.1 That it be an acquisition of a value greater than USD $25,000.00 (twenty-five thousand American dollars 00/100).

d.1.2 That, in the case of a SOW that includes the SUPPLIER'S SERVICES, there has already been any previous default by the SUPPLIER, whether or not it has been resolved.

d.1.3 That it be a SOW under which SAP is to pay any advance payment of any kind to the SUPPLIER.

d.2 For such purposes, SUPPLIER shall, when so requested by SAP, submit to SAP, as of the date of execution of the corresponding SOW or no later than five working days thereafter, a surety bond policy, under the conditions listed below, and with the understanding that: 1) in the case of a bond guaranteeing the proper use of advance payment, such bond shall be issued for one hundred percent (100%) of the amount received as an advance payment; 2) in the case of a bond guaranteeing the total performance and the good quality of the services covered by the aforementioned contract, said bond shall be issued for ten percent (10%) of the total amount of the contract; and 3) in the case of a bond guaranteeing against hidden defects that may arise, said bond shall be issued for ten percent (10%) of the total amount of the contract, and this bond may be an extension of the term of the bond guaranteeing the total performance and the good quality of the services covered by the contract. The percentages described above will be calculated in accordance with the price or consideration indicated in the SOW. The conditions for the issuance of the bond in question are as follows:

a) That the bond be granted under the terms of the corresponding SOW, especially with respect to the obligations of proper use of the advance payment, or timely and total performance and good quality of the services under the Contract, or against any hidden defects that may arise.

b) That the bond shall remain in force for as long as there are outstanding obligations to be fulfilled by the SUPPLIER, in accordance with the terms and conditions set forth in each SOW.

c) That the bond shall remain in force in the event that any extension or waiting period is granted to the SUPPLIER for the compliance of the guaranteed obligations, even if it has been requested or authorized extemporaneously.

d) That, preferably, it should be issued through the intervention of SAP's authorized agent, AON MEXICO.

e) That it shall be granted by a surety institution approved by SAP.

f) That it shall be issued in the amount indicated on the applicable SOW.

g) That in order to cancel it, the express written consent of SAP (which must be granted no later than thirty days after the date of issuance of the corresponding Final Acceptance Certificate by SAP) will be an indispensable requirement.

h) That the surety expressly accepts the provisions of articles 93, 94, 95 and 118 of the Federal Law of Surety Institutions in force.

d.3 If the bond has not been granted by the SUPPLIER under the terms set forth herein once the term for its issuance has elapsed, SAP may unilaterally declare the termination of the Contract without the need for any judicial pronouncement.

d.4 Likewise, the parties agree that the eventual cancellation of the bond shall not release the SUPPLIER from its liability regarding the quality of the goods and/or services, which shall be subject to the contents of the GTC and the corresponding SOW.

d.5 The characteristics of such bonds, if given, shall be recorded as part of the applicable SOW.