

SAP Pioneer Definitions Annex (“Definitions”)

This Annex contains all defined terms used by SAP Pioneer in all the contractual documents that are a part of the Agreement with the Customer. As the scope of an Agreement (including the relevant annexes) may vary from customer to customer, certain defined terms in the Definitions might not be used in an Agreement. Therefore, any defined term not used in the Agreement shall not apply. For example, if the term ‘Add-on’ is not used in the Agreement, it shall be deemed inapplicable.

“Acceptance Period” has the meaning given in section 2.2 (a) of the Services Terms.

“Account Executive” means the SAP Pioneer account executive as identified in the Order Form.

“Add-on” means any development that adds new and independent functionality but is not a Modification and uses APIs.

“Additional Support Options” mean the Support Options described in the LPC as optional Support Options, which can be ordered by Customer in addition to the contracted support model.

“Affected Party” means the party as defined in Section 6.4 of the GTC.

“Affiliate” of a party means any legal entity which, directly or indirectly, controls, is controlled by, or is under common control by another party. An entity shall be deemed to control another entity if it holds: (i) at least a majority ownership in the other entity; or (ii) the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities or by contract.

“Agreement” means the applicable written contract between SAP Pioneer and Customer. An Agreement will incorporate the following documents: (1) the Framework Agreement, which incorporates (i) the General Terms and Conditions; (ii) the relevant Supplemental Terms; (iii) these Definitions; (iv) the DPA; and (v) any additional documents specified therein; and (2) the Order Form, which incorporates (i) the DPA annex; (ii) the Customer Onboarding Form and; (iii) any additional documents specified therein. The hierarchy of the documents will be determined in the Framework Agreement and the Order Form.

“Amendment” means any written document that modifies, supplements, or alters the terms of the Framework Agreement or the Order Form, which is executed by the authorized Representatives of all parties and forms an integral part of the Agreement.

“AMS” means Application Management Services.

“API” means application programming interfaces or other code, that allow other software products to communicate with or call on the Software.

“Billing Period” means each successive period specified in the applicable Order Form, which shall be either a period of three (3) months or twelve (12) months, starting on and including the commencement date of the applicable Order Form.

“Business Day” means (i) for determining when a notice, consent or other communication is given, any day between Monday and Friday (inclusive), except for 24 December, 31 December and public holidays in the place to which the notice, consent or other communication is sent; and (ii) for any other purpose, any day between Monday and Friday (inclusive), except for 24 December, 31 December and public holiday in the country where SAP Pioneer is located.

“Business Partner” means a legal entity or individual that requires access to the Software, SaaS or Services in connection with Customer’s business operations, such as customers, distributors and/or suppliers of Customer.

“Calendar Quarter” means the three-month period ending 31 March, 30 June, 30 September or 31 December of any calendar year.

“Change Request” has the meaning given in section 4 (Change Request procedure) of the Services Terms.

“Commercially Reasonable” means efforts consistent with those generally exercised by companies of similar size and resources under comparable circumstances, provided that such efforts, measures, or alternatives do not require SAP Pioneer to incur disproportionate or material additional costs, impose a material operational burden, necessitate extraordinary measures, cause significant business disruption, or materially impair the Software, Services, or SaaS under the applicable Order Form.

“Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of SAP Pioneer includes the Software and Services, and the terms and conditions of this Agreement (including pricing,

technical, commercial, financial, operational, organizational, strategic, product-related information) or generative tasks. Confidential Information of each party may contain but is not limited to business and marketing plans, Trade Secrets, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without knowledge of any breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

"Consultants" means employees and third-party contractors which SAP Pioneer utilizes to provide Services to Customer.

"Contact Person" means the contact person designated by each party in the relevant Order Form, in accordance with section 17.2 (Contact Person) of the GTC.

"Customer" has the meaning given in the SAP Pioneer Framework Agreement and Order Form.

"Customer Contract Manager" has the meaning given in the Order Form.

"Customer Data" means all data and information of the Customer in relation to the Customer's use of the Software or Services, which has been owned, developed and created by the Customer without any involvement of SAP Pioneer or SAP Pioneer's Services and/or Software under the Agreement.

"Customer Trademarks" has the meaning given in section 11 (Publicity) of the GTC.

"Data Act" means Regulation (EU) 2023/2854.

"Deliverables" mean those specific Work Products which are explicitly identified as a "Deliverables" under the applicable Order Form.

"Delivery Date" means the date on which SAP Pioneer notifies Customer in writing (email permitted), in accordance with Section 2 (Acceptance) of the Services Terms, that the applicable Deliverables have been completed and made available to Customer.

"Disclosing Party" has the meaning given as part of the Confidential Information definition.

"Dispute" means any dispute between the parties arising under or in connection with the Agreement, including disputes as to the formation, validity, existence or termination of the Agreement. "Dispute Notice" has the meaning given in section 14.2 of the GTC.

"Documentation" means, for Software, the SAP Pioneer's then-current Pioneer Product Description found at <https://support.fioneer.com> and incorporated herein by reference and, for Services, the then-current technical and/or functional documentation which is delivered or made available to Customer with the Services under the Agreement as it might be updated from time to time in accordance with the Agreement.

"DPA" means the Data Processing Agreement, when referenced as applicable, attached to the Framework Agreement or to the Order Form.

"Effective Date" is the date in which a document takes effect or is entered into as specified in the respective document. (e.g. Effective Date of the Order Form, Effective Date of the Framework Agreement).

"Excess Use" means any use of the Software or SaaS that exceeds the Licensed Volumes set out in the applicable Order Form.

"Export Laws" means any applicable import, export control and/or sanctions laws, including without limitation the laws of the United States, the UK, EU, and Germany.

"Feedback" means any comments, opinions or suggestions made by Customer, whether provided in an oral, written or electronic form, for modifying any of SAP Pioneer's products or services.

"Fees" means the fees set out in the applicable Order Form.

"Force Majeure Event" means an event such as strike, fire, flood, earthquake, blizzard, other natural disasters, epidemics, pandemics, acts of war, governmental acts or orders or restrictions, failures of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing party.

"Framework Agreement" means the SAP Pioneer Framework Agreement signed between SAP Pioneer and Customer.

"Framework Initial Term" has the meaning given in section 4.1 of the GTC.

"Framework Renewal Term" has the meaning given in section 4.1 of the GTC.

“General Terms and Conditions” or “GTC” means the SAP Pioneer General Terms and Conditions.

“Harmful Code” means any (i) virus, trojan horse, worm, backdoor, or other software or hardware device, the intent or effect of which is to permit unauthorized access to, or to disable, erase, disrupt, or otherwise harm, any computer, system, or software; or (ii) any time bomb, drop dead device, or other software or hardware device designed to disable a computer program or system automatically, whether with the passage of time or under the control of any person.

“Indemnifying Party” means the party as defined in section 6.4 of the GTC.

“Initial Term” (i) means the period as forth in the specific Supplemental Term.

“Intellectual Property Rights” means patents of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trademarks, trade names and service marks and any other intangible property rights, including applications and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired. For the purpose of the Agreement, this might also include database rights, table semantics, Trade Secrets or Confidential Information. For example, regarding SAP Pioneer, it may include the Deliverables, Work Products, Specifications, Documentation, Software and SAP Pioneer systems, notes (meaning the fixes and other documents and executable binaries containing bug fixes and frequently asked questions (FAQ) made available on or via the SAP Pioneer Support Portal) and any and all other information, data, documents, materials, works and other content, methods, processes, and other technologies, and inventions, technical or functional descriptions, requirements, plans, or reports, that are provided or used by SAP Pioneer or any subcontractor in connection with the Software or Services or otherwise comprise or relate to the Software or Services or SAP Pioneer systems.

“Licensed Volume” means the maximum permitted usage, and upper benchmark, that Customer must not exceed under the applicable license entitlement for the applicable Metric during the Term. The Licensed Volume is measured in fixed Sales Units in blocks of (“Sales Unit”), with the Number of Sales Units licensed or purchased set out in the applicable Order Form. The Licensed Volume equals the applicable size of Sales Units multiplied by the Number of Units. “Local Business Hours” means regular working hours (8.00 a.m. to 6.00 p.m.), Monday to Friday excluding public holidays (including regional holidays) at SAP Pioneer’s registered office and 24 December and 31 December.

“Losses” means all losses, liabilities, fines, penalties, damages, claims and interest, and all related costs and expenses (including any and all legal costs on a full indemnity basis costs of investigation, litigation, settlement, judgment, appeal, interest and penalties) and including those which are prospective or contingent and those the amount of which for the time being is not ascertained or ascertainable.

“LPC” or “SAP Pioneer List of Prices and Conditions” means the document as updated from time to time providing terms regarding pricing, Use and SAP Pioneer Maintenance and any other Software-related Services.

“Maintenance Window” has the meaning given in the SaaS Order Form.

“Maintenance” is the act of carrying out SAP Pioneer Maintenance and Support.

“Major Upgrade Window” means the extended upgrade Maintenance Windows for the SaaS. SAP Pioneer may update the Major Upgrade Window from time to time in accordance with the Agreement provided it uses reasonable endeavours to ensure this does not fall within the Customer’s business hours.

“Material Defect” means the Deliverable fails to substantially comply with the applicable and corresponding acceptance criteria for that Deliverable set forth in the Order Form.

“Metric” means the category or dimension by reference to which usage of the Software or SaaS is measured, as specified in the applicable Order Form.

“Modification” means any development that (i) changes the delivered source code or metadata or (ii) uses APIs but does not add new and independent functionality and only customizes, enhances, or changes existing functionality of the Software. For clarification: customizing and parametrization of the Software is not considered a Modification but allowed within the contractually agreed use.

“On-premise Component” means on-premise Software that may be provided with, and that operates in conjunction with the SaaS.

“Order Form” means the signed order form between the parties that references the Framework Agreement and describes the Software or Services to be provided by SAP Pioneer to Customer.

“Perpetual License” means a license granted (not sold) to Use the Software provided pursuant to an Agreement that does not have a term (i.e. is perpetual).

“Pre-existing Material” means any and all of either party’s pre-existing proprietary templates, system configuration, best-practice business capabilities and business architecture framework, software, materials, information, methods, concepts and know-how, used by either party in the conduct of its business, including, by way of illustration but not limitation, technical information, plans, designs, templates, processes, methodologies, procedures, together with improvements and modifications.

“Production System” shall mean a live IT system used for running Customer’s internal business operations and where Customer Data is recorded.

“Professional Services” means services including but not limited to implementation services, consulting and advisory services and/or other related services as defined in the Professional Services Order Form and may also be referred to as “Consulting Services”, “Education Services”, “Individual Software Development”, “Application Management Services (AMS)” or “Pioneer360 Services” that are provided either onsite or remotely to the Customer. For clarity, Professional Services do not include SaaS, SAP Pioneer Maintenance and Support services.

“Receiving Party” has the meaning given as part of the Confidential Information definition.

“Referring Party” has the meaning given in section 14.2 of the GTC.

“Regulatory Authority” means any regulator of SAP Pioneer or the Customer, or any related body corporate of SAP Pioneer or the Customer including: (i) any government or governmental, semi-governmental or judicial entity or authority; (ii) any ministry, department, office, commission, delegate, instrumentality, agency, board, authority or organization of any government; (iii) any regulatory organization established under law; or (iv) any applicable stock exchange or any regulatory organization established by or under the rules of any such stock exchange.

“Rejection” has the meaning given in section 2.2 (ii) of the Services Terms.

“Relevant Index” has the meaning given in section 3.6 (Price Adjustments) of the GTC.

“Renewal Term” means (i) with respect to SAP Pioneer Maintenance, a calendar year as specified in the applicable document, and (ii) in any other context, the period as set forth in the applicable Supplemental Term(s).

“Representatives” means any director, employee, agent, sub-contractor, shareholder, officer, legal counsel, accountant, or professional advisor of either party or members of either party’s Affiliates.

“SaaS” or “Software-as-a-Service” means the software-as-a-service solution described in the applicable Order Form (including its Annexes).

“SAP Pioneer” means the relevant contracting entity from the SAP Pioneer Group, as identified in the Framework Agreement.

“SAP Pioneer Account Executive” has the meaning given in the Order Form.

“SAP Pioneer Group” means SAP Pioneer GmbH and its Affiliates, as updated from time to time.

“SAP Pioneer Maintenance and Support” or “SAP Pioneer Maintenance” means SAP Pioneer’s then-current SAP Pioneer maintenance and support offering made available to Customer, as stated in the applicable Order Form.

“SAP Pioneer Materials” means any software, programs, tools, systems, data or other materials made available by SAP Pioneer to Customer prior to or in the course of the performance under the Agreement including, but not limited to, the Software and Documentation. SAP Pioneer Materials also include any information, materials or Feedback provided by Customer to the extent such information, materials, or Feedback relate to the Software and/or Documentation.

“SAP Pioneer Support Portal” means SAP Pioneer’s customer facing support portal under <https://support.fioneer.com>.

“SAP Foundation” means an SAP ECC, SAP S/4HANA, SAP HANA and/or SAP BTP solution on which the SAP Pioneer solution is installed.

“Scope Document” means the document that is provided with and becomes part of the Order Form which further defines the scope of Services to be provided and other engagement specifics.

“Security Incident” means a single event or a series of linked events unplanned by SAP Pioneer or the Customer that compromises the security of the network and information systems, and have an adverse impact on the availability, authenticity, integrity or confidentiality of data or on the Services provided by SAP Pioneer.

“Service Credits” means the amount calculated in accordance with the applicable Order Form for a breach of the relevant Service Level.

“Service Levels” or “SLA” means the levels of performance for the Services, as set out e.g., in the LPC, the SaaS Service Description or the Order Form.

“Services” means any and all services provided by SAP Fioneer to the Customer as described in the applicable Order Form.

“Software” means (i) the SAP Fioneer standard software products and related documentation and content; (ii) all new versions of such Software and (iii) all complete or partial copies thereof made available to the Customer pursuant to an Order Form.

“Specifications” means the features for the applicable Software or Services set forth in the applicable Order Form and respective Annexes.

“Subcontractors” means those subcontractors and SAP Fioneer’s Affiliates mentioned and updated from time to time in the SAP Fioneer Support Portal at <https://www.sapfioneer.com/documents/> under “SAP Fioneer Service Suppliers” and “SAP Fioneer Legal entities” respectively, and any additional subcontractors specified in the Order Form, if any.

“Subscription License” means a license granted to Use the Software for a limited term as set out in the Order Form.

“Subscription Term” means the Initial Term and, if applicable, any Renewal Term of the Order Form.

“Supplemental Terms” means, as applicable, the Professional Services Terms, Software Terms, SaaS Terms, (as specified in the Framework Agreement).

“Support Services” means the support services described in the applicable Order Form.

“Taxes” means any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, stamp taxes, use or withholding taxes, assessable by any jurisdiction whatsoever.

“Term” means the Initial Term together with the successive Renewal Terms set forth in the specific document.

“Territory” means the world except for those countries prohibited by section 17.7 (Regulatory Matters) of the GTC and further subject to the provisions of such section 17.7.

“Test License” means the terms and conditions under which SAP Fioneer or any other member of the SAP Fioneer Group makes certain Software available to Customer ‘as is’ and only for, inter alia, testing purposes in a non-commercial and non-productive environment.

“Third Party Components” has the meaning given in section 2.6 of the SaaS Terms.

“Third Party SAP” or “SAP” means SAP SE and any of its Affiliates.

“Third Party Software” means (i) all standard software products and related documentation and content that SAP Fioneer offers as a reseller; (ii) all new versions of such Third Party Software and (iii) all complete or partial copies thereof, including any documentation provided by the applicable third party where such documentation is not provided by SAP Fioneer as Fioneer Product Description.

“Technical and Organizational Measures” or “TOMs” has the meaning given in section 1.17 of the DPA. The TOMs are published at the SAP Fioneer Support Portal (currently at https://sapfioneer.com/static/content/SAPFioneerTOMs_English.pdf).

“Trade Secrets” means any information (technical, commercial, financial, operational, organizational, strategic or product-related information, whether in tangible or intangible form, which is stored or communicated in any way, that: (i) is not generally known among or accessible to people who normally deal with such information; (ii) derives actual or potential commercial value from not being generally known; (iii) is subject to reasonable steps to keep it secret and (iv) includes any information that qualifies or has the potential to qualify as undisclosed know-how or business information and Confidential Information.

“Usage Metric Limitation” means the limitations set out in the Order Form representing the maximum usage (i.e., the maximum number of Contracts under management) in the SaaS over each Billing Period.

“Usage Metrics” means the SaaS Metric defined in the Order Form.

“Use” means to directly or indirectly activate the processing capabilities of the Software, load, execute, access, employ the Software, or display information resulting from such capabilities.

“Use Terms” means the Use Terms as specified in the LPC.

“Users” mean individuals who are authorized by the Customer to use the Software, SaaS or other delivered Service and who have been supplied access rights by the Customer or by SAP Fioneer at the Customer's request.

“Version Upgrade” has the meaning given in section 6.2.1 of the SaaS Terms.

“Work Product” means any work product or tangible result produced by or with SAP Pioneer pursuant to Professional Services provided under the Agreement, including, but not limited to, works created for or in cooperation with Customer.