

SAP Pioneer Country Annex ("Country Annex")

In the event of a conflict between this Country Annex and the terms applicable to this Agreement, this Country Annex shall prevail.

1. SAP Pioneer General Terms and Conditions

1.1 Austria

Where the Agreement is subject to Austrian law, the following shall apply:

1.1.1 Section 3 (Price and payment) of the GTC is supplemented by the following provision, which shall be included as section 3.9:

"3.9 Subject to the provisions of the Austrian Civil Code (ABGB), section 1396a, Customer cannot assign its claims to a third party."

1.1.2 Section 7.1 (Limitation of liability) of the GTC is supplemented by the following provision, which shall be included at the end of this section:

"That period begins at the point in time specified in the Austrian Civil Code (ABGB), section 1489. The provision in the previous sentence in this section do not apply to liability for intent, for personal injury, or liability under the Austrian Product Liability Act (Produkthaftungsgesetz). The provisions in this section do not affect the other time bar for claims arising out of defects as to quality and defects in title."

1.1.3 Section 7.2 (Exclusion of Consequential and Related Damages) of the GTC does not apply.

1.1.4 Section 7.4 of the GTC is replaced by the following provision:

"The limits of liability in section 7.1 (Limitation of liability) do not apply to liability for personal injury, or to liability under the Austrian Product Liability Act (Produkthaftungsgesetz). Contributory fault and contributory negligence may be claimed."

1.2 Brazil

Section 17.9 (Governing Law and jurisdiction) of the GTC shall be replaced by the following provision:

"The Agreement and any Dispute or claim arising out of, under, or in connection with it (including non-contractual claims or disputes) is subject to and shall be governed by and construed in accordance with the laws of the State of New York, USA without regard to its rules of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act as enacted shall not apply to the Agreement."

Each party irrevocably agrees that any controversy or claim arising out of or relating to this Agreement (including non-contractual disputes or claims) or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator. The place of arbitration shall be New York, USA. The language of the arbitration shall be English. Time is of the essence for any arbitration under this Agreement and arbitration hearings shall take place within ninety (90) calendar days from filing and awards rendered within one hundred twenty (120) calendar days from the commencement of hearings. The arbitrator shall agree to these limits prior to accepting appointment. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of their costs and fees. 'Costs and fees' mean all reasonable expenses related to the arbitration, including but not limited to the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness' fees, and attorneys' fees."

1.3 England and Wales

Where the Agreement is subject to the laws of the England and Wales, the following shall apply:

1.3.1 Section 7.4 of the GTC shall be replaced by the following provision:

"The limitations set forth in this section 7 (Liability) will not apply to damages resulting from (i) death or bodily injury caused by negligence; (ii) fraud or fraudulent misrepresentation; (iii) any matter in respect of which Losses may not be limited or excluded, or a party may not seek to limit or exclude, under applicable laws; (iv)

breach of the obligations imposed by s.12 Sale of Goods Act 1979 or s.2, Supply of Goods and Services Act 1982; and/or (v) Customer's unlicensed use of the Software."

1.3.2 Section 17.8 (Anti-corruption) of the GTC shall be supplemented by the following provision, which shall be included at the end of this section:

"With regard to the activities carried out in relation to the Agreement, each party shall comply with all applicable laws that concern the prevention of bribery, slavery, discrimination, and criminal financing (including in the Bribery Act 2010, the Modern Slavery Act 2015, the Equality Act 2010, and the Criminal Finances Act 2017) including by not engaging in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom. Each party shall have, and shall maintain in place, throughout the Term of the relevant Agreement, such policies and procedures as are reasonable and necessary to ensure its compliance with this section 17.8 (Anti-corruption)."

1.3.3 Section 17 (General provisions) of the GTC shall be supplemented by the following provision, which shall be inserted as section 17.14:

"17.14 TUPE

- a) *The parties agree that it is not intended for there to be any transfer of employment of employees, contractors and workers from one party to the other in connection with the arrangements under the Agreement.*
- b) *The parties agree that the entering into of the Agreement and the provision of any Services to be provided hereunder ("Entry") and the expiry or termination of the Agreement or of the provision of any Services provided hereunder ("Expiry") will not be a "transfer of an undertaking" nor a "service provision change" within the meaning of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE").*
- c) *Each party therefore agrees that it will remain liable for the employment and all related costs of its employees, contractors and workers who are employed or engaged immediately before (in Customer's case) entry and (in SAP Pioneer's case) expiry ("Employees"). In the event that by operation of law TUPE does operate (or is alleged to operate) on or before Entry or Expiry so as to transfer the contracts of employment ("TUPE Transfer") of either party's Employees to the other or (in the case of SAP Pioneer Employees) to any new provider of services to Customer similar to the Services or any part thereof ("Replacement Supplier"), the relevant party (i.e. whoever the employer of the Employees is prior to the TUPE Transfer) agrees that it will indemnify the other and/or (in SAP Pioneer's case as the indemnifying party) the applicable Replacement Supplier in respect of all costs, expenses, damages, awards, compensation and penalties arising from or connected with:*
 - i) *the employment (or alleged employment) prior to the TUPE Transfer; and/or*
 - ii) *the termination (or alleged termination) of employment of such Employees post TUPE Transfer, provided that such termination is made promptly upon becoming aware of such a TUPE Transfer occurring and the indemnified party (and the Replacement Supplier, if applicable) shall reasonably consult with the indemnifying party and reasonably co-operate with the same to minimize any costs, expenses, damages awards, compensation and penalties arising from or connected with such termination.*
- d) *Where either party or the Replacement Supplier, if applicable, decides to employ or engage the services of the other's Employees following their TUPE Transfer then the above indemnity shall be limited to costs, expenses, damages, awards, compensation and penalties arising from or connected with the employment (or alleged employment) prior to the TUPE Transfer. Neither party will employ (whether as an employee or contractor (directly or indirectly)) any Employee of the other, whose employment or engagement transferred to it under a TUPE Transfer, and which was terminated and the subject of the above indemnity as to termination costs, at any time during the twelve (12) month period following such termination without the prior reasonable agreement of the other."*

1.3.4 Section 17 (General provisions) of the GTC shall be supplemented by the following provision, which shall be inserted as section 17.15:

"17.15 Notwithstanding any other provision in this Agreement, nothing in this Agreement shall create or confer (whether expressly or by implication) any rights or other benefits whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person not a party hereto."

1.4 Germany

Where the Agreement is subject to German law, the following shall apply:

1.4.1 Section 3.4 of the GTC is supplemented by the following provision, which shall be included at the end of such section:

"Without prejudice to the provisions section 354a of the German Commercial Code (Handelsgesetzbuch), the Customer cannot assign its claims to third parties."

1.4.2 Section 7.1 (Limitation of liability) of the GTC is supplemented by the following provision, which shall be included at the end of such section:

"The statute of limitations begins on the date specified in the German Civil Code (BGB), section 199 (1). It enters into force at the latest at the end of five (5) years from the date on which the claim arises. The provisions in the previous sentence in this section do not apply to liability for intent or gross negligence or for personal injury or under the German Product Liability Act (Produkthaftungsgesetz). The provisions in this section do not affect the other time bar for claims arising out of defects as to quality and defects in title."

1.4.3 Section 7.2 (Exclusion of Consequential and Related Damages) of the GTC does not apply.

1.4.4 Section 7.4 of the GTC is replaced by the following provision:

"7.4 The limitations of liability in section 7.1 (Limitation of liability) do not apply to liability caused by intent or gross negligence, personal injury liability or liability under the German Product Liability Act (Produkthaftungsgesetz). Contributory fault and contributory negligence may be claimed."

1.4.5 Section 17.6 (Counterparts) of the GTC shall be amended by adding the following provision:

"Section 127 (2) and (3) of the German Civil Code do not apply."

1.4.6 Section 17.10 (Notices) of the GTC shall be amended by adding the following provision as 17.10.4:

"Customer must inspect all goods, works, Services and Software delivered or provided by SAP Pioneer and give notice of all defects pursuant to the German Commercial Code (HGB), section 377. The notice must be in written form and contain a detailed description of the problem. Notice of a defect is effective only if given by section 17.10 (Notices) of the GTC."

1.5 India

Where the Agreement is subject to the laws of India, the following shall apply:

1.5.1 Section 3.8 (Taxes) of the GTC shall be replaced by the following provision:

"Fees and other charges described in this Agreement do not include sales, VAT, GST, withholding, use, property, excise, service, or similar Taxes now or hereafter levied, all of which shall be for Customer's account. Any applicable direct pay permits or valid tax-exempt certificates must be provided by Customer to SAP Pioneer prior to the execution of this Agreement."

If SAP Pioneer is required to pay Taxes, Customer shall reimburse SAP Pioneer for such amounts. Customer hereby agrees to indemnify SAP for any Taxes and related costs, interest and penalties paid or payable by SAP Pioneer. SAP Pioneer will provide a valid GST-compliant invoice to the Customer regarding tax credit, where applicable."

1.5.2 Section 17.9 (Governing Law and jurisdiction) of the GTC shall be replaced by the following provision:

"The Agreement and any Dispute or claim arising out of, under, or in connection with it (including non-contractual claims or disputes) is subject to and shall be governed by and construed in accordance with the laws of India without regard to its rules of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods as enacted shall not apply to the Agreement."

Any dispute, controversy, or claim arising out of or relating to this Agreement, including any question regarding its existence, validity, interpretation, breach, or termination, shall be referred to and finally resolved by arbitration administered by the Mumbai Centre for International Arbitration (MCIA) in accordance with the MCIA rules for the time being in force, which rules are deemed to be incorporated by reference into this clause. The seat and venue of arbitration shall be Bangalore, India. The tribunal shall consist of a sole arbitrator. The language of the arbitration shall be English."

The parties agree to use their best efforts to ensure that arbitration hearings take place within ninety (90) calendar days from the filing of the notice of arbitration, and that the final award is rendered within one hundred twenty (120) calendar days of such filing, subject to the availability of the tribunal and procedural fairness. The arbitrator shall take these time objectives into account and shall be requested to confirm their ability and willingness to adhere to them prior to accepting appointment."

The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of its costs and fees. "Costs and fees" include all reasonable expenses related to the arbitration, including but not limited to the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees.

1.6 Singapore

Where the SAP Pioneer entity is SAP Pioneer Singapore Pte. Ltd., the following shall apply:

1.6.1 Section 17.9 (Governing Law and jurisdiction) of the GTC shall be replaced by the following provision:

"The Agreement and any Dispute or claim arising out of, under, or in connection with it (including non-contractual claims or disputes) is subject to and shall be governed by and construed in accordance with the laws of England and Wales without regard to its rules of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods as enacted shall not apply to the Agreement.

Any dispute, controversy, or claim arising out of or relating to this Agreement, including any question regarding its existence, validity, interpretation, breach, or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (SIAC) in accordance with the SIAC rules for the time being in force, which rules are deemed to be incorporated by reference into this clause. The seat and venue of arbitration shall be Singapore. The tribunal shall consist of a sole arbitrator. The language of the arbitration shall be English.

The parties agree to use their best efforts to ensure that arbitration hearings take place within ninety (90) calendar days from the filing of the notice of arbitration, and that the final award is rendered within one hundred twenty (120) calendar days of such filing, subject to the availability of the tribunal and procedural fairness. The arbitrator shall take these time objectives into account and shall be requested to confirm their ability and willingness to adhere to them prior to accepting appointment.

The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of its costs and fees. "Costs and fees" include all reasonable expenses related to the arbitration, including but not limited to the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees.

1.7 Switzerland

Where the Agreement is subject to the law of Switzerland, the following shall apply:

1.7.1 Last Sentence of section 7.1 (Limitation of liability) of the GTC does not apply.

1.7.2 Section 7.4 of the GTC is supplemented by the following at the end of such section:

"7.4 The limits of liability in section 7.1 (Limitation of liability) do not apply to liability caused by intent or gross negligence, liability for personal injury, or to liability under the Swiss Product Liability Act (Produkthaftungsgesetz). Contributory fault and contributory negligence may be claimed."

2. SAP Pioneer Supplemental Terms for Software and Maintenance

2.1 Austria

2.1.1 Section 1 (Software delivery) of the Software Terms is supplemented by the following provision, which shall be inserted as sub-section 1.5:

"1.5 Customer undertakes to investigate and notify all deliveries and services of SAP Pioneer in accordance with section 377 f. et seq. of the Austrian Commercial Code (Unternehmensgesetzbuch, "UGB"). Customer shall declare complaints in writing with a detailed description of the problem. Only the Contact Persons authorized by Customer are authorized to make complaints. Customer shall bear all costs and responsibility arising from the breach of its obligations."

2.1.2 Section 4 (Intellectual Property Rights) of the Software Terms is supplemented by the following provision, which shall be inserted as sub-section 4.3:

"4.3 Prior to decompiling the Software, Customer must give prior written notice requiring SAP Pioneer to provide, within a reasonable period of time, the information and documentation necessary to produce interoperability. Customer is not entitled to decompile until the mentioned reasonable time has passed, within the limits of section 40e of the Austrian Copyright Act (Urheberrechtsgesetz – "UrhG"). Before involving a third party (e.g., in accordance with section 40e para. 1 no 2 UrhG), Customer must provide

SAP Pioneer with a written declaration from the third party stating their direct commitment to SAP Pioneer to comply with the provisions contained in the Agreement.

Apart from the mandatory statutory powers according to section 40d and 40e UrhG, the Customer may only use the Software to the extent specified in the relevant Order Form."

2.2 Germany

Where the Agreement is subject to German law, the following shall apply:

2.2.1 Section 2 (License Grant) of the Software Terms is supplemented by the following provisions, which shall be inserted as sub-sections 2.3, 2.3.1 and 2.3.2:

"2.3.1 Customer may transfer to one third party all of the Software it has acquired from SAP Pioneer by license purchase (including Software obtained through additional licenses or Maintenance) as one unit only. Any temporary transfer, in whole or in part, or transfer to several third parties, is prohibited and constitutes a breach. The restrictions in this section 2.3 also apply to reorganizations and successors, e.g., in the meaning of the German Reorganization Act (Umwandlungsgesetz).

2.3.2 The following provisions apply where Customer transfers Software as one unit to one third party ("Transferee") in accordance with and as permitted in section 2.3:

(ii) Customer must entirely cease and desist from its own Use of the Software and must pass all copies to Transferee or make them unusable.

(ii) Customer must make available to Transferee the terms of the Agreement that apply to the transferred Software.

(iii) Customer must, without delay, notify SAP Pioneer in writing of the transfer and of the name and address of Transferee.

(iv) Customer must not transfer to a third party any Software that Customer acquired by any means other than under a license purchase specified in the relevant Order Form."

2.2.2 Section 4 (Intellectual Property Rights) of the Software Terms is supplemented by the following provision, which shall be inserted as sub-section 4.3:

"4.3 Prior to decompiling the Software, Customer must give written notice requiring SAP Pioneer to provide, within a reasonable period of time, the information and documentation necessary to produce interoperability. Customer is entitled to decompile the Software, to the extent permitted under the German Copyright and Related Intellectual Property Rights Act ("UrhG") section 69e, only after SAP Pioneer has failed to comply with such notice within the limited time period. Before involving a third party (e.g., pursuant to the UrhG section 69 e (1) No. 1 or (2) No. 2), Customer must provide SAP Pioneer with a written declaration from the third party, stating their direct commitment to SAP Pioneer to comply with the provisions contained in the Agreement."

2.3 Switzerland

2.3.1 Section 2 (License Grant) of the Software Terms is supplemented by the following provisions, which shall be inserted as sub-sections 2.3, 2.3.1 and 2.3.2:

"2.3 Customer may transfer to one third party all of the Software it has acquired from SAP Pioneer by license purchase (including Software obtained through additional licenses or Maintenance) as one unit only. Any temporary transfer, in whole or in part, or transfer to several third parties is prohibited. The restrictions in this section 2.3 also apply to reorganizations and successors, e. g. in the meaning of the Swiss Federal Act Regarding Merger, Demerger, Conversion and Transfer of Assets and Liabilities (Fusionsgesetz, "FusG").

2.3.1 The following provisions apply where Customer transfers Software as one unit to one third party ("Transferee") in accordance with and as permitted in section 2.3:

(i) Customer must entirely cease and desist from its own Use of the Software and must pass all copies to Transferee or make them unusable.

(ii) Customer must make available to Transferee the terms of the Agreement that apply to the transferred Software.

(iii) Customer must, without delay, notify SAP Pioneer in writing of the transfer and of the name and address of Transferee.

2.3.2 Customer must not transfer to a third party any Software that Customer acquired by any means other than under a license purchase specified in the relevant Order Form."

2.3.2 Section 4 (Intellectual Property Rights) of the Software Terms is supplemented by the following provision, which shall be inserted as sub-section 4.3:

"4.3 Prior to decompiling the Software, Customer must give written notice requesting SAP Pioneer to provide, within a reasonable period of time, the necessary information and documentation to achieve interoperability. The Customer is not entitled to decompile until the mentioned reasonable time has passed, within the limits of article 21 para. 1 of the Swiss Federal Act on Copyright and Related Rights (Copyright Act, Urheberrechtsgesetz, "URG") and article 17 of Ordinance to the Federal Act of Copyrights and Related Rights (Urheberrechtsverordnung, "URV") only after SAP Pioneer has failed to comply with such notice within the limited time period. Prior to the involvement of third parties (e. g., pursuant to article 21 para. 1 URG), Customer must provide SAP Pioneer with a written declaration from the third party, stating their direct commitment to SAP Pioneer to comply with the provisions contained in the Agreement."