SAP Fioneer General Terms and Conditions ("GTC")

1. Agreement Structure

1.1 Capitalized terms used in the Agreement shall have the meaning given to them in the SAP Fioneer Definitions Annex or this GTC.

1.2 Each Agreement consists of:

(1) The Framework Agreement and any additional documents specified therein; and

(2) The Order Form and any additional documents specified therein.

1.3 Applicability of documents is defined in the Framework Agreement and/or in the Order Form by selecting the respective checkboxes. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) the Framework Agreement.

1.4 The Country Annex to the GTC and the applicable Additional Terms contain additional local law requirements that may also be applicable depending on the governing law of the Agreement.

1.5 Upon request of either party, Affiliates of the parties may conclude Order Forms incorporating the terms of the Framework Agreement.

2. Software and Services

SAP Fioneer shall provide the Software and Services defined in the Order Form in accordance with the terms of the Agreement.

3. Price and payment

3.1 Payment terms. SAP Fioneer will provide an invoice specifying the Fees in accordance with the terms of the Order Form. All payments pursuant to any invoice issued by SAP Fioneer to Customer are due thirty (30) calendar days after the date in which the invoice was received by the Customer.

3.2 Payment default. If any invoiced amount is not received by SAP Fioneer in accordance with section 3.1 (Payment terms), then without limiting SAP Fioneer's rights or remedies, (i) those unpaid amounts will accrue late interest at the rate of one and a half percent (1.5 %) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (ii) SAP Fioneer may condition future renewals and/or Order Forms on payment term shorter than the term specified in section 3.1 (Payment terms) above.

3.3 Restriction or suspension. Subject to section 4.5 below and provided it is permissible under the respective local regulatory requirements, if Customer is in default of payment of any undisputed invoice (and/or Taxes) for more than thirty (30) calendar days, SAP Fioneer may restrict or suspend Customer's access to any of the Software and/or Services that the Customer has ongoing with SAP Fioneer (even if the Software and/or Services are not specifically related to the invoice in default of payment) without liability upon prior written notice thereof. Subject to section 3.5 (Disputed Invoices), SAP Fioneer will be under no obligation to provide any or all Software and/or Services while the invoice(s) remain unpaid.

3.4 Any offset of due amounts can only be asserted against any uncontested or legally determined claims, and a right of retention can only be exercised in relation to any undisputed or legally determined claims.

3.5 Disputed Invoices.

3.5.1 If the Customer disputes the whole or any portion of the amount claimed in an invoice submitted by SAP Fioneer, the Customer will:

a) notify SAP Fioneer in writing (within ten (10) Business Days of receipt of the invoice) of the reasons for disputing the invoice (or any part thereof); and
b) pay the undisputed portions of the amount stated in the invoice in accordance with the payment terms set out in section 3.1 (Payment terms).

3.5.2 Customer may only withhold the disputed amount under an invoice until the payment dispute is resolved if Customer has notified SAP Fioneer in advance about the disputed invoice and have included reasonable details of such dispute in their notice.

3.6 Price Adjustments. To the extent permitted by applicable law, SAP Fioneer may, at its sole discretion, annually increase the Fees on account of the changes in the consumer price index or a comparable index published by the relevant governmental agency ("Relevant Index") in accordance with the following sub-sections. The Relevant Index used to adjust the Fees shall be specified in the Order Form.

3.6.1 The upward adjustment shall be made in accordance with the percentage change in the Relevant Index published most recently (i) for the first adjustment for the period from contract start until the index evaluation

or (ii) for any subsequent adjustment over a period of twelve (12) months prior to the effective date of such annual adjustment. For such adjustments, the updated Fees shall be rounded to the nearest whole number.

3.6.2 If the Relevant Index used for the purposes of price adjustments ceases to exist or no longer remains to be an appropriate index for the purposes of such price adjustments, the Relevant Index shall be replaced by another equivalent index and such replacement shall be communicated to the Customer at the time of when such price adjustment is due for the next Billing Period.

3.7 Invoicing. Unless agreed otherwise in a specific Order Form, SAP Fioneer shall invoice the Customer for Services and/or Software in the following manner:

3.7.1 Fees for Perpetual Licenses will be invoiced upon the execution of the Order Form.

3.7.2 Fees for Subscription Licenses will be calculated on annual basis and invoiced quarterly in advance.

3.7.3 Fees associated with Maintenance will be invoiced yearly in advance, and such invoice will be issued at the beginning of the Initial Term and each Renewal Term.

3.7.4 Fees for the Additional Support Options will be invoiced yearly in advance.

3.7.5 Fees for SaaS will be calculated on annual basis and invoiced quarterly in advance.

3.7.6 Fees for AMS will be calculated on an annual basis and invoiced quarterly in advance.

3.7.7 Fees associated with any fixed price Professional Services Order Form shall be invoiced in the following manner:

a) The Fees associated with any Order Forms that involve the delivery or completion of certain milestones as outlined in the Order Form will be invoiced on the next Business Day after the completion and/or delivery of the milestone. If such milestones are subject to any acceptance process as provided under section 2 (Acceptance) of the Professional Services Terms, the Fees will be invoiced on the next Business Day after the acceptance of such milestones.
b) The Fees associated with any Order Forms that do not involve any delivery and/or completion of specific milestones (e.g., Fioneer360), the entire Fees shall be invoiced on the Effective Date of the Order Form.

3.7.8 Fees for any Professional Services provided on a time and material basis will be invoiced monthly in arrears. The invoice for these Professional Services rendered in a certain month shall be sent by the fifteenth (15^{th}) day of the next month.

3.7.9 Fees for any other Software or Service not covered in this section 3.7 (Invoicing) will be invoiced as specified in the Order Form.

3.8 Taxes.

3.8.1 The Fees do not include Taxes. Customer is responsible for paying all Taxes associated with its order.

3.8.2 As an exception to the established in section 3.8.1, if SAP Fioneer has the legal obligation to pay or collect Taxes for which Customer is responsible under section 3.8 (Taxes), Customer shall pay SAP Fioneer such additional amount(s) to ensure that SAP Fioneer receives the same total amount that it would have received if no such withholding or deduction had been required. Customer can provide a valid tax exemption certificate authorized by the appropriate taxing authority or, if Customer does not provide such certificate, SAP Fioneer may include the additional amounts as a line-item on the invoice. For clarity, SAP Fioneer is solely responsible for taxes based upon its net income, assets, payroll, property, and employees.

4. Term and termination

4.1 The Framework Agreement commences, subject to earlier termination in accordance with the terms of the Agreement, on the Effective Date established in the Framework Agreement and continue in effect for a period five (5) years ("Framework Initial Term"). After the completion of the Framework Initial Term, the Framework Agreement will automatically renew for additional twelve (12) month terms (each such term being a "Framework Renewal Term") on the same terms and conditions unless terminated earlier in accordance with termination provisions under the Agreement or if either party gives the other party written notice of termination or non-renewal at least sixty (60) calendar days prior to the expiration of the Framework Initial Term or the current Framework Renewal Term.

4.2 Termination or expiry of the Framework Agreement under section 4.1 shall not affect live Order Form(s), which, subject to earlier termination in accordance with their terms, shall continue for their respective Term(s).

4.3 Unless agreed otherwise in the Supplemental Terms or a specific Order Form, neither party shall have the right to terminate any Order Form for convenience. Customer may not decrease the purchased quantities during the relevant Terms of the applicable Order Form(s).

4.4 Termination of Order Forms. Without affecting any other right or remedy available to it, either party may terminate an Order Form with immediate effect by notice to the other party if the other party commits a material breach of any provision of the Agreement which is: (i) not capable of being remedied or; (ii) is capable of being remedied and has not been remedied within thirty (30) calendar days of receipt of a notice from the non-defaulting party of the relevant breach. Termination of one Order Form shall not affect any other live Order Form(s). The party that exercises the termination right under this section 4.4 will also have the right to terminate the Framework Agreement.

4.5 Provided it is permissible under the respective local regulatory requirements, SAP Fioneer may opt for terminating the Framework Agreement and/or the Order Form, and/or suspend the provision of and/or access to the Software and Services, effective on written notice to the Customer, if the Customer: (i) subject to Customer's rights under section 3.5 (Disputed Invoices), fails to pay any amount of Fees when due hereunder, and such failure continues for more than thirty (30) calendar days after SAP Fioneer's delivery of written notice thereof and/or; (b) is in breach of its obligations under section 8 (Confidentiality and Data Protection) and/or section 16 (Assignment).

4.6 Either party may terminate this Agreement with immediate effect if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors.

4.7 Upon any termination or expiry hereunder:

a) Customer and its Affiliates shall immediately cease all use of Confidential Information and SAP Fioneer Materials. Termination shall not relieve Customer from its obligation to pay all costs, Fees and expenses that remain unpaid up to the Effective Date of termination. Customer shall not be entitled to any refund of any payments made by Customer.
b) This section 4.7, sections 3 (Price and payment), 6 (Third party claims), 7 (Liability), 8 (Confidentiality and Data Protection), 17.7 (Regulatory Matters), 17.9 (Governing law and jurisdiction), the surviving sections mentioned in the Supplemental Terms and any other terms of the Agreement which are expressly or by implication intended to survive will survive any termination of the Agreement.

4.8 If an Order Form or Change Request expires or is terminated and the parties have not yet signed a new Order Form or Change Request for the respective Software or Services, Customer may request SAP Fioneer to temporary continue the provisioning of the Software or Services under the expired Order Form or Change Request under the following conditions:

a) SAP Fioneer has the right to reject or accept the request.
b) The parties shall sign a new Order Form or Change Request without undue delay. Until the new Order Form or Change Request is signed, SAP Fioneer shall have the right to, at its own discretion, restrict or suspend the provision of the Software or Services without liability upon written notice thereof.
c) The terms established in the expired Order Form will remain in effect until the new Order Form or Change Request is formalized. For clarity, SAP Fioneer shall continue to issue, and Customer shall continue to pay the invoices, in the same manner as prescribed in the expired Order Form.

5. Representations and warranties

5.1 Each party represents and warrants to the other that it:

a) is validly existing under the laws of its place of incorporation and has the power and authority to carry on its business as that business is now being conducted;
b) is duly authorized to enter into and be bound by the Agreement;
c) holds all licenses, approvals and permits required by law to perform its obligations under the Agreement; and
d) will comply with applicable law in performance of its respective obligations under the Agreement.

5.2 Customer represents and warrants that it has not relied on any representations made by SAP Fioneer, its Affiliates or Subcontractors which have not been expressly stated in this Agreement and that Customer's order of Services or Software is not contingent on the delivery of any future functionality or features or dependent on any oral or written public comments, statements or representations made by SAP Fioneer regarding future functionality or features including catalogues or publicity materials produced by SAP Fioneer.

5.3 Customer will ensure that any individuals who Use the Software and Services, including its own employees and those of its Affiliates and Business Partners are compliant with the Agreement.

6. Third party claims

6.1 SAP Fioneer shall defend (at its sole expense) Customer against claims brought against Customer by any third party alleging that Customer's use of the Software or Services, in accordance with the terms and conditions of the Agreement, constitutes an infringement or misappropriation of a patent claim, copyright, or trade secret rights. Subject to section 7 (Liability), SAP Fioneer will pay damages finally awarded against Customer (or the amount of any settlement SAP Fioneer enters into) with respect to such claims. The obligations under

this section 6.1 shall not apply if the alleged infringement or misappropriation results from (i) use of the Software or Services in conjunction with any other software, services, or any product, data or apparatus that SAP Fioneer did not provide; or (ii) anything Customer provides including configurations, instructions or specifications; or (iii) a modification of the Software or Services by Customer or by a third party on behalf of Customer; (iv) use of the Software or Services provided for no Fee; (v) Customer's failure to implement an update and or replacement provided by SAP Fioneer if such infringement could be avoided by using the update or the replacement; or (vi) any use not permitted by the Agreement.

6.2 In the event a claim under section 6.1 is made or in SAP Fioneer's reasonable opinion is likely to be made, SAP Fioneer may, at its sole option and expense: (i) procure for Customer the right to continue using the Software or Services under the terms of the Agreement; or (ii) replace or modify the affected portion of the Software or Services under an Order Form to be non-infringing without material decrease in functionality. If SAP Fioneer provides written notice to Customer that the foregoing options are not Commercially Reasonable or not available, SAP Fioneer or Customer may terminate the affected portion of the Order Form.

6.3 Customer shall defend SAP Fioneer, its Affiliates and its Subcontractors against claims brought against SAP Fioneer, its Affiliates and its Subcontractors by any third party arising from or related to (i) use of the Software or Services in violation of the Agreement and any applicable law or regulation; (ii) an allegation that the Customer Data or anything Customer has provided to SAP Fioneer including access to third party software or proprietary information violates, infringes or misappropriates the rights of a third party. The foregoing shall apply regardless of whether such damage is caused by the conduct of Customer and/or, in case of Software and SaaS, its Users or by the conduct of a third-party using Customer's access credentials.

6.4 The obligations under this section 6 (Third party claims) are conditioned on (i) the party against whom a third party claim is brought ("Affected Party") notifies the other party ("Indemnifying Party") in writing as soon as practicable and in any event within five (5) Business Days of any such claim, provided however that a party's failure to provide or delay in providing such notice shall not relieve the Indemnifying Party of its obligations under this section 6 (Third party claims), except to the extent such failure or delay materially prejudices the defense; (ii) the Indemnifying Party having the right to fully control the defense of such claim; and (iii) the Affected Party reasonably cooperating in the defense of such claim. If items (i) to (iii) are not fulfilled, the Indemnifying Party will not be obligated to defend the Affected Party. Any settlement of any claim shall not include a financial or specific performance obligation on or admission of liability by the Affected Party, provided however that SAP Fioneer may settle any claim requiring SAP Fioneer to substitute the Software or Services with alternative substantially equivalent non-infringing services. The Affected Party may, at its own expense, choose to participate in the defense of the claim, through counsel reasonably acceptable to Indemnifying Party. Neither party shall undertake any action in response to any infringement or misappropriation, or alleged infringement or misappropriation that is prejudicial to the other party's rights.

6.5 The provisions of this section 6 (Third party claims) state the sole, exclusive, and entire liability of the parties in relation to the infringement or misappropriation of Intellectual Property Rights of third parties. Additionally, the provisions of this section 6 (Third party claims) shall be the Affected Party's sole and exclusive remedy in relation to the infringement or misappropriation of Intellectual Property Rights of third parties.

7. Liability

7.1 Limitation of liability. In no event shall the aggregate liability of each party (or its Affiliates or SAP Fioneer's Subcontractors) arising out of or related to an Order Form in a twelve (12) month period exceed the total amount paid or payable by Customer and its Affiliates under that specific Order Form in the twelve (12) months period during which the first incident out of which the liability arose occurred. The foregoing limitation will apply whether an action is in contract or tort and regardless of the theory of liability, but will not limit Customer's and its Affiliates' payment obligations under section 3 (Price and payment) above. Unless otherwise expressly provided in the applicable law, all contractual and non-contractual claims against SAP Fioneer, its Affiliates or its Subcontractors shall be time-barred after a period of one (1) year.

7.2 Exclusion of Consequential and Related Damages. In no event will either party or its Affiliates or SAP Fioneer's Subcontractors have any liability arising out of or related to the Agreement for any lost profits, revenues, goodwill, or indirect, special, incidental, consequential, cover, business interruption or punitive damages, whether an action is in contract or tort and regardless of the theory of liability, even if a party or its Affiliates have been advised of the possibility of such damages or if a party's or its Affiliates' remedy otherwise fails of its essential purpose.

7.3 SAP Fioneer, its Affiliates and its Subcontractors shall have no liability for Losses incurred by the Customer under and in connection with the Agreement to the extent that any such Losses have been caused by the Customer's breach of the Agreement. A breach by any Customer's Affiliate and a breach by any of its Business Partners will be considered a breach by Customer hereunder.

7.4 The limitations set forth in this section 7 (Liability) will not apply to Losses resulting from (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; or (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.

8. Confidentiality and Data Protection

8.1 Protection of Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own Confidential Information (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to its Representatives who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing provisions not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of the Agreement to any third party other than its Representatives and Affiliates without the other party's prior written consent, provided that a party that makes any such disclosure will remain responsible for such Representatives' and Affiliate's compliance with sections 8.1 (Protection of Confidential Information), 8.2 (Return or destruction) and 8.3 (Disclosures required by law). Confidential Information of either party disclosed prior to execution of the Agreement will be subject to section 8 (Confidentiality and Data Protection).

8.2 Return or destruction. Upon the Disclosing Party's request or upon termination of the Agreement, the Receiving Party shall promptly destroy or return the Disclosing Party's Confidential Information, including copies and reproductions of it, unless applicable law requires its retention. In this case, the Confidential Information shall continue to be subject to section 8 (Confidentiality and Data Protection). The obligation to return or destroy does not include such copies of Confidential Information located on unchangeable electronic devices created based on regular data backups, insofar as and as long as they are automatically overwritten during the next periodic backups, as well as such Confidential Information for which there is a legal obligation to retain, as long as it applies. The parties may agree in writing that, instead of returning any material or parts thereof, it will be destroyed. The Receiving Party shall confirm in writing that the Confidential Information has been returned or destroyed as agreed.

8.3 Disclosures required by law. The Receiving Party may disclose Confidential Information that the Receiving Party is required to disclose by law. In this event, the Receiving Party will (i) to the extent possible, notify the Disclosing Party immediately if it anticipates that it may be required to disclose any of the Confidential Information; (ii) consult with and follow any reasonable directions from the Disclosing Party to minimize disclosure; and (iii) if disclosure cannot be avoided, the Receiving Party will only disclose Confidential Information to the extent necessary to comply; and use reasonable efforts to ensure that any Confidential Information disclosed is kept confidential. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information. If the Disclosing Party wishes to contest the disclosure, the Receiving Party will provide reasonable assistance, at the Disclosing Party's cost.

8.4 Unauthorized Access. Customer must immediately notify SAP Fioneer in writing if any third party gains unauthorized access to SAP Fioneer proprietary materials or Confidential Information. Customer shall take all reasonable steps to stop such unauthorized access.

8.5 Data Protection. The provisions regarding data protection obligations of the parties in the context of possible data processing are contained in the DPA referenced in this Agreement. If there is no data processing under the Agreement, the DPA will not be applicable.

9. Customer Data

9.1 Subject to section 9.2, the Customer will have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data provided to SAP Fioneer.

9.2 All underlying rights in and to the Customer Data remain owned by the Customer. Subject to this Agreement, the Customer hereby grants SAP Fioneer, its Affiliates and its applicable Subcontractors a non-exclusive, worldwide right to use, copy, collect, use, store, transmit, display and modify the Customer Data for the purposes of performing its obligations under the Agreement.

9.3 SAP Fioneer and any of its Affiliates may anonymize and aggregate Customer Data and information derived from Customer's use of the Software or Services to create and use derivative data and analyses for the following purposes:

(i) product improvement (in particular, product features and functionality, workflows and user interfaces and development of new SAP Fioneer products and services);
(ii) improving resource allocation and support;
(iii) internal demand planning;
(iv) training and developing machine learning algorithms;

(v) improving product performance;
(vi) verification of security and data integrity; and
(vii) identification of industry trends and developments, creation of indices and anonymous benchmarking.

9.4 Except for the scenarios established in section 9.3, SAP Fioneer will:

a) not modify, create or use the Customer Data for any purpose other than as required to provide the Software or Services in accordance with the Agreement;
a) not resell or otherwise commercialize any Customer Data; and
b) maintain the integrity of Customer Data as it is generated, and the accuracy of Customer Data as it is processed by SAP Fioneer, according to section 8.5 (Data Protection).

10. Changes to Specifications and Documentation

The Customer acknowledges and agrees that SAP Fioneer may update or change the Specifications and Documentation that apply to the Software or Services from time to time. This may include technical progress, security enhancements or product improvements. Such updates shall not materially reduce the overall security or core functionality of the Software or Services. SAP Fioneer will publish information on material changes on the SAP Fioneer Support Portal. For the avoidance of doubt and when applicable, SAP Fioneer may not change the Specifications which apply to Deliverables provided to the Customer under an Order Form without the Customer's prior consent (not to be unreasonably withheld).

11. Publicity

Customer hereby grants SAP Fioneer a license to include Customer's name and its primary logo (collectively, the "Customer Trademarks") in any customer list or press release pertaining this Agreement during the Term of the Agreement. For the case of press releases, SAP Fioneer will first submit such press release to Customer and Customer will have to issue a written approval, which approval shall not unreasonably be delayed or withheld. SAP Fioneer will need no previous approval to share information on Customer with SAP Fioneer GmbH and its Affiliates for fulfilling its contractual duties and for marketing and other business purposes and for using the Customer Trademarks in individual sales engagements or discussions with investors. SAP Fioneer shall take no action to damage the goodwill associated with the Customer Trademarks or with Customer.

12. Feedback

Customer may, at its sole discretion and option, provide SAP Fioneer with Feedback. In such instance, SAP Fioneer and its Affiliates may in their sole discretion retain and freely use, incorporate or otherwise exploit such Feedback without restriction, compensation or attribution to the source of the Feedback.

13. Force Majeure

Except for the obligation to make payments, non-performance of its obligations under the Agreement by either party, its Subcontractors and or Affiliates will be excused to the extent that performance is prevented by a Force Majeure Event and, the party affected by the Force Majeure Event shall be entitled to receive an equitable extension to any timelines relevant or applicable to the performance of the affected obligation. Both parties will use reasonable efforts to mitigate the effect of a Force Majeure Event.

14. Dispute Resolution

14.1 Any Dispute between the parties will be resolved in the manner as set out in this section 14 (Dispute Resolution) provided that nothing in this Agreement will prevent a party from applying for interim, interlocutory or other provisional relief to protect its rights and interests (including, without limitation, temporary restraining orders and interlocutory injunctions) in the court of competent jurisdiction according to section 17.9 (Governing law and jurisdiction).

14.2 If a Dispute arises, a party will commence the process contained in this section 14 (Dispute Resolution) for its resolution by giving notice ("Dispute Notice") to the other party. The party sending the Dispute Notice is the "Referring Party". The Dispute Notice will: (i) be in writing; (ii) state that it is given pursuant to this section 14 (Dispute Resolution); and (iii) include or be accompanied by reasonable grounds of the Dispute.

14.3 Negotiation

14.3.1 In the event that the Referring Party provides a Dispute Notice to the other party, the parties will first endeavor to resolve the Dispute at the operational level via a negotiation between SAP Fioneer's Account Executive and Customer Contract Manager.

14.3.2 If a resolution cannot be reached at this operational level within ten (10) Business Days of the Dispute being escalated to them, either party may escalate the Dispute to each party's respective Contact Person.

14.3.3 If no resolution can be reached by the Contact Person within ten (10) Business Days of the Dispute being escalated to them, either party can escalate the Dispute to the managing directors of SAP Fioneer and the executive board member(s) of the Customer.

14.4 Litigation

14.4.1 If a Dispute is not resolved within ten (10) Business Days from the date that the Dispute is escalated to the strategic level in accordance with section 14.3.3, either party may refer the Dispute to the jurisdiction defined in the Framework Agreement.

14.4.2 Each party will give all notices under this section 14 (Dispute Resolution) in writing unless otherwise expressly provided.

14.4.3 Unless otherwise expressly provided in the applicable law, each party waives any right it may have to a jury trial for any claim or cause of action arising out of or in relation to the Agreement.

15. Insurance

SAP Fioneer shall maintain insurance coverage with a reputable insurance company of good financial standing. The level of such coverage shall be adequate considering the scope, nature and value of the Software or Services, including, where applicable, cyber security insurance.

16. Assignment

Customer may not, without SAP Fioneer's prior written consent, assign, delegate, pledge, or otherwise transfer the Agreement, or any of its rights or obligations under the Agreement, to any party, whether voluntarily or by operation of law, including by way of sale of assets, merger, reorganization or consolidation. SAP Fioneer may assign the Agreement to any of its Affiliates.

17. General provisions

17.1 Subcontractors and Affiliates. SAP Fioneer may use Affiliates and Subcontractors to perform SAP Fioneer's duties. SAP Fioneer will be responsible for the performance of such Affiliates and Subcontractors in the delivery of the Software or Services to the same extent as for its own employees.

17.2 Contact Person. Each party will appoint in the respective Order Form a contact person with the authority to make decisions and to supply the other party with any necessary or relevant information expeditiously.

17.3 Severability. It is the intent of the parties that in case any one or more of the provisions contained in this Agreement are held invalid or unenforceable in any aspect, such invalidity or unenforceability will not affect the other provisions of this Agreement, and the Agreement will be construed as if such invalid or unenforceable provision had never been contained herein.

17.4 No Waiver. If either party waives any breach of any provision or obligation under the Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach or obligation of the same or any other provision hereof.

17.5 Amendment. Except as otherwise expressly permitted herein, this Agreement will not be amended or supplemented except by mutual written agreement that is duly signed by both parties and is expressly intended to amend or supplement this Agreement.

17.6 Counterparts. The Agreement may be signed in two or more counterparts, each of which will be deemed an original and which will together constitute one agreement. The parties expressly agree that, to the extent legally permitted, use of standardized tools for electronic signatures or simple electronic signatures shall be considered a valid and enforceable signature process with complete legal effects. This includes and is not limited to Order Forms and/or any other document signed under or related to the Agreement. Signatures sent by electronic means (scanned and sent via e-mail or signed by electronic signature services where legally permitted) will be deemed original signatures.

17.7 Regulatory Matters. The Customer shall not use the Software or Services specified in the applicable Order Form and any related Documentation from countries where such use is prohibited by Export Laws and by the Export Control and Sanctions Compliance document available at https://www.sapfioneer.com/documents/ or as attached to the Agreement. Upon SAP Fioneer's request and to the extent applicable, Customer shall provide information and documents to support SAP Fioneer in obtaining an export authorisation. SAP Fioneer may, upon written notice and without any liability, immediately terminate the Agreement if: (i) the competent authority does not grant such export authorisation within eighteen (18) months from the date of commencement of export authorization process; and/or (ii) Export Laws prohibit SAP Fioneer from providing the related Software or Services to the Customer. Customer shall also be responsible for complying with all applicable governmental regulations of the country where Customer is registered, and any foreign countries with respect to the use of the respective Software or Services by Customer. Customer acknowledges that the mere provision of the respective Software or Services by SAP Fioneer does not in itself constitute a fulfillment

of legal and/or supervisory requirements, but that the fulfillment of such requirements needs to be ensured by the Customer. Customer undertakes not to hand over the Software and/or Services to a government agency without SAP Fioneer's prior written consent to examine any grant of rights of use or other regulatory approvals.

17.8 Anti-corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with the Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

17.9 Governing law and jurisdiction. 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 jurisdiction specified in the Framework Agreement without regard to its rules of conflict of laws. Each party irrevocably agrees that the courts specified in the Framework Agreement will have exclusive jurisdiction to settle any Dispute or claim arising out of or relating to this Agreement (including all contractual and non-contractual disputes or claims), unless and to the extent expressly provided otherwise in this Agreement. 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.

17.10 Notices

17.10.1 All legal or other notices which are required or may be given pursuant to this Agreement shall be in writing and shall be deemed duly given when delivered to the addresses specified in the Framework Agreement. Where in this section 17.10.1 or elsewhere in this Agreement a written form is required, except for any notice of termination or notice of a material breach which shall occur by exchange of letter(s), the notification requirement can also be fulfilled by communication in any other written form, including electronic form such as e-mails.

17.10.2 A party may from time to time change its address or designee for notification purposes by informing the other party of the new address or designee and the date upon which it will become effective.

17.10.3 The details of both parties for notification purposes will be specified in the Framework Agreement.

17.11 Entire Agreement. The Agreement constitutes the entire agreement between the parties with respect to its subject matter. All previous representations, discussions and writings (including any confidentiality agreements) and any other understandings and agreements between the parties with respect to the subject matter of this Agreement, whether written or oral, including invoices, Order Forms or other documents issued by either party are cancelled and superseded by the Agreement and the parties disclaim any reliance on them. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement. SAP Fioneer and Customer hereby agree that no: (i) shrink-wrap or click-wrap agreements; (ii) electronic terms and conditions or confirmations; nor (iii) any acknowledgements or sales form of Customer, will supplement, modify, govern or take precedence over the Agreement. Customer acknowledges that a purchase order is for administrative convenience only and that SAP Fioneer has the right to issue an invoice and collect payment without a corresponding purchase order.

17.12 Relationship of the parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as employment-related taxes.

17.13 Language. The Agreement is made in English. Translations to other languages may be provided along with the English version. In case of any discrepancies or inconsistencies between the English version and the translation, the English version shall prevail.