

SAP Pioneer List of Prices and Conditions (“LPC”)

SAP Pioneer Software and Support

Version 5.0, March 2026

Introduction

1. Purpose

This SAP Pioneer List of Prices and Conditions ("LPC") outlines the conditions for providing Software and Software related Services to Customers. In addition, the LPC also becomes a part of the contractual documentation containing minimum requirements for indirect Software licensing through an authorized re-sell partner and as outlined in the respective agreement.

The LPC document consist of three parts:

Part 1 (Prices) of this document contains provisions on prices.

Part 2 (Software Use Terms) of this document contains the conditions for the licensing and respective Use Terms for the Software.

Part 3 (Maintenance and Support) of this document provides the rules for provisioning of SAP Pioneer Maintenance and Support.

2. Definitions

2.1 Each Software and/or Third Party Software licensed pursuant to the Agreement and referenced in Part 2 (Use Terms) may be referred to as a "Software Package" (when referencing only Software) or "Third Party Software Package" (when referencing only Third Party Software) or "Package" (when referencing both Software and Third Party Software).

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

2.3 "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.

2.4 "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.

2.5 "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.

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

2.7 "Beta Software" means any Software which is not a final, released or published SAP Pioneer product and is still in the development stage and made available to Customer 'as is' and only for, inter alia, testing purposes in a non-commercial and non-productive environment.

2.8 "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.

2.9 "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.

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

2.11 "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.

2.12 "Customer" has the meaning given in the Order Form and/or Framework Agreement or the customer entity as defined in the applicable re-sell agreement between the re-sell partner and the End Customer.

2.13 "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.

2.14 "Data Subject" means an identified or identifiable natural person as defined by Data Protection Law.

2.15 "Deficiencies" has the meaning given in section 3.2 of Part 2 (Use Terms).

2.16 "Documentation" means, for Software, SAP Pioneer's then-current SAP Pioneer Product Description found at <https://support.pioneer.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.

2.17 "DPA" means the Data Processing Agreement attached to the Framework Agreement or to the Order Form or the adapted provisions of the Data Processing Agreement appended to any other contractual relationship governing the provisioning of Software and/or Services between the re-seller and the End Customer.

2.18 "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, Effective date of other contractual relationship governing the provisioning of Software and/or Services between the re-seller and the End Customer).

2.19 "End Customer" means a legal entity to whom an authorized re-sell partner provides or makes available access to an SAP Pioneer product, and to which has been or will be granted a license to use an SAP Pioneer product either by SAP Pioneer or by the authorized re-sell partner but excluding other entities of the partner group.

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

2.21 "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.

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

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

2.24 "General Terms and Conditions" or "GTC" means the SAP Pioneer General Terms and Conditions.

2.25 "Generative Task" means the technical and/or business context which is configured to connect to the LLM and to retrieve the code snippets to execute the next processing step like reporting query or process action execution to fulfill the user request entered as prompt. Generative Tasks are available for the exclusive Use of Customer.

2.26 "Incident Report" means a written notification submitted by Customer to SAP Pioneer via the then current SAP Pioneer support infrastructure that initiates incident handling and contains all information reasonably required for SAP Pioneer to assess, classify and process the malfunction, including at minimum: (i) a clear description of the issue and its business impact; (ii) the affected system, component, and software release; (iii) relevant logs, screenshots, error messages or traces; and (iv) any additional data or context necessary to enable SAP Pioneer to diagnose and address the incident.

2.27 "Large Language Model" or "LLM" means an artificial intelligence (AI) model, trained on massive amounts of data, that can understand, generate, and manipulate human language. LLMs are designed to perform various natural language processing tasks, such as text summarization, translation, question answering, and content creation, often without requiring extensive additional fine-tuning. LLMs can

understand the nuances of language, including context, sentiment, and relationships between words, enabling them to generate text or other output like software code that is both syntactically correct and contextually relevant. LLM in context of Software is used to generate code snippets.

2.28 "Licensed Level" means the quantity of Metric for which each individual Package is licensed.

2.29 "Local Business Hours" means regular working hours (8:00 a.m. to 6:00 p.m.). Monday to Friday excluding (i) public holidays at SAP Pioneer's registered office, (ii) 24 December and (iii) 31 December

2.30 "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.

2.31 "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.

2.32 "Maintenance" is the act of carrying out SAP Pioneer Maintenance and Support.

2.33 "Maintenance Base" means the value of the Software which defines the calculation basis to calculate Fees for SAP Pioneer Maintenance and Support. The Maintenance Base of the Software contracted in a Perpetual Software Order Form will be determined in such Perpetual Software Order Form. The total Maintenance Base of a Customer is always documented in the last executed Perpetual Software Order Form including the Maintenance Base from the previous Perpetual Software Order Form.

2.34 "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.

2.35 "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.

2.36 "Namespace" means an identifier created and assigned exclusively by SAP to any development object within an SAP system like source code, data elements, tables. The SAP Namespace contains only SAP development objects, and the SAP Pioneer Namespace contains only SAP Pioneer development objects, while the Customer Namespace contains only Customer's development objects.

2.37 "OEM Application" has the meaning given in section 2.5 (Restricted License) of Part 2 (Use Terms).

2.38 "Table Semantics" are Confidential Information of SAP Pioneer and are used to describe and declare the structure of database tables (in particular columns with their technical column names, as well as in human-readable form: additional description and column name) for an LLM. The correct technical name is needed to generate correct SQL statements, while the description of the fields is necessary to increase the comprehensibility of these columns for the LLM in order to improve understanding and chat flow. Table Semantics are available exclusively for the Use by Customer.

2.39 "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 or any other contractual relationship governing the provisioning of Software and/or Services between the re-seller and the End Customer.

2.40 "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).

2.41 "Personal Data" means any information relating to a Data Subject. For the purposes of the LPC, it includes only Personal Data which is:

- a) processed by SAP Pioneer as part of the Services; or
- b) supplied to or accessed by SAP Pioneer or its subprocessors, being a subset of Subcontractors, in order to provide SAP Pioneer Maintenance and Support under the applicable Agreement or in connection with Services; or
- c) in cloud services provided as a subset of Customer Data.

2.42 "Production System" means a live IT system used for running Customer's internal business operations and where Customer Data is recorded.

2.43 "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.

2.44 "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.

2.45 "Runtime Software" has the meaning given in section 2.1 (Runtime Software) of Part 2 (Use Terms).

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

2.47 "SAP Pioneer" means the relevant contracting entity from the SAP Pioneer Group, as identified in the Framework Agreement or any other contractual relationship governing the provisioning of Software and/or Services between the re-seller and the end customer.

2.48 "SAP Pioneer Group" means SAP Pioneer GmbH and its Affiliates, as updated from time to time.

2.49 "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.

2.50 "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.

2.51 "SAP Pioneer Notes" means 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.

2.52 "SAP Pioneer Support Portal" means SAP Pioneer's customer facing support portal under <https://support.pioneer.com>.

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

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

2.55 "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.

2.56 "Services" means any and all services provided by SAP Pioneer to the Customer as described in the applicable Order Form.

2.57 "Software" means (i) the SAP Pioneer 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.

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

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

2.60 "Supplemental Terms" means, as applicable, the Services Terms, Software Terms, SaaS Terms, (as specified in the Framework Agreement).

2.61 "Support Services" means the Support Services described in the applicable Order Form.

2.62 "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.

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

2.64 "Third Party" in the context of this LPC means a Business Partner, who (i) provides Third Party Software to SAP Pioneer for reselling or (ii) provides software and/or systems to the Customer to which the Software connects.

2.65 "Third Party SAP" or "SAP" means SAP SE and any of its Affiliates.

2.66 "Third Party Software" means (i) all standard software products and related documentation and content that SAP Pioneer offers as a re-seller; (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 Pioneer as Pioneer Product Description.

2.67 "Third Party Web Services" means:

- a) any and all web services made available by third parties (other than SAP Pioneer, SAP Pioneer GmbH or any of their Affiliates) that are accessible through or enabled by the Software or SAP Pioneer Materials, and
- b) any and all application programming interfaces API, web service definition files, and other materials made available by or on behalf of such Third Party Web Service providers to facilitate the access to and use of such web services. Examples of Third Party Web Services include: Reuters, Bloomberg, Google Maps and other such services.

2.68 "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.

2.69 "Use Terms" means the Use Terms as specified in the LPC.

Part 1 Prices

Prices for SAP Pioneer Software as well as SAP Pioneer Maintenance and Support will be provided to Customer individually based on Customer's request. Prices are calculated after carefully assessing the provided information regarding scope and desired licensing model. Prices are based on SAP Pioneer's internal pricing policies.

Once SAP Pioneer provides an offer to Customer by issuing an Order Form, such prices for Software and Software related Services are documented as Fees within the Order Form. Re-sell partner may also make an offer to the End Customer based on SAP Pioneer's offer, however it remains re-sell partner's sole responsibility to calculate the price/Fees independently for the End Customer's offer.

Part 2 Software Use Terms (“Use Terms”)

1. Definitions

All definitions set forth in section 2 (Definitions) of the Introduction of this LPC shall apply with effect to this Part 2, unless expressly modified in the Agreement or defined otherwise herein.

2. Standard Principles

2.1 Runtime Software. Licensed Packages may utilize limited functionality of other Packages for which Customer does not hold a license (“Runtime Software”). Until Customer has expressly licensed the Runtime Software, Customer’s Use of such Runtime Software is limited to access by and through the licensed Packages, and any permitted Modifications thereto shall be for the sole purpose of enabling performance of the licensed Packages and integrating data from licensed Software as specified in the Documentation. In the event Customer Uses a Package to build or operate a custom developed software or Third Party Software, additional licenses may be required.

2.2 Country or language versions and availability restrictions. There are no applicable country (e.g., regarding local law) or language specific versions licensed by Customer from SAP Pioneer unless otherwise specifically stated in an Order Form. Packages may be subject to availability restrictions. Information about such restrictions including country availability, supported languages, supported operating systems and databases may either be provided through SAP Pioneer’s Support Portal or otherwise included in the Documentation.

2.3 Internet connectivity. Some Packages require connection to the internet in order to properly function. Customer is responsible for obtaining and ensuring proper internet connectivity and bearing the costs for the same. SAP Pioneer will not be responsible for loss of functionality due to failure of internet connectivity.

2.4 Third Party Web Services. Some Packages enable connection to Third Party Web Services.

The following terms apply to all Third Party Web Services:

- a) Customer is solely responsible for obtaining all account and authentication credentials required to access or use the Third Party Web Service or its API.
- b) Use of the Third Party Web Service’s API is subject to Customer’s acceptance of the Third Party Web Service’s terms and conditions, which must be obtained from the Third Party Web Service provider. SAP Pioneer is not a party to the agreement between the Customer and the Third Party Web Service provider.
- c) The Third Party Web Service and its API are excluded from all of SAP Pioneer’s representations, warranties, indemnifications and support obligations.
- d) Customer shall indemnify SAP Pioneer, its Representatives from and against all claims, liabilities, Losses, damages and costs (including reasonable attorney fees) suffered by SAP Pioneer arising from the use of any Third Party Web Services by Customer and/or its Affiliates and/or its Business Partners.
- e) SAP Pioneer may throttle, suspend or terminate the Customer’s access to the Third Party Web Service’s API through the Software if Customer violates or causes SAP Pioneer to violate Third Party Web Service provider’s terms of service or other applicable Third Party Web Service provider agreements or policies (including, without limitation, exceeding any data or usage limits).

2.5 Restricted License. If Customer acquired the Software bundled or otherwise provided in combination with or for Use with a Third Party product (“OEM Application”), Customer has acquired a restricted license. Customer may Use each licensed copy of the Software only in conjunction with the OEM Application with which it was provided. Accessing data that is not specifically created or necessary to enable the functionalities of the OEM Application is in violation of this license. If the OEM Application requires the Use of a data mart or data warehouse, the OEM Application may be Used with the data mart or data warehouse only to access data created or necessary to enable the functionalities of the OEM Application. Restricted licenses may not be combined or Used with unrestricted licenses.

2.6 Customer must not Use Software components other than those specifically identified in the Order Form, even if it is technically possible for Customer to access other Software components.

3. Modification/Add-ons

For clarity: any Modifications or Add-ons developed by SAP Fioneer or its Affiliates either(i) as part of the services provided to the Customer under a separate agreement or (ii) as a product, shall be exclusively subject to the provisions of the respective agreement and are not subject to this section 3 (Modification/Add-ons).

3.1 After following the registration procedure¹ to receive a modification key or a development user and to document such Modifications or Add-ons, Customer may develop Modifications or Add-ons and Customer may Use any API or tools contained in the Software or otherwise obtained from SAP Fioneer in order to develop or Use Modifications or Add-ons, subject to Customer's fulfilling its obligations set forth in this section 3 (Modification/Add-ons). Modifications may only be made in relation to Software delivered by SAP Fioneer in source code.

3.2 Customer is responsible for any deficiencies in the running, security or performance of the Software and other programs, and in communications between the Software and other programs ("Deficiencies") caused by Modifications or Add-ons (other than a Modification or Add-on made available by SAP Fioneer and which is provided through SAP Fioneer Maintenance) to the Software. SAP Fioneer points out that Add-ons and even minor Modifications to the Software may lead to possibly unpredictable and significant Deficiencies. Such Deficiencies may also arise due to an Add-on or Modification not being compatible with later versions of the Software. SAP Fioneer is entitled to change the Software, APIs, or both, e.g., by updates or upgrades, without care for the compatibility of any Modification or Add-on that Customer Uses with any later version of the Software. In addition, SAP Fioneer is neither responsible for Deficiencies caused by Modifications or Add-ons to the Software developed by Customer, its Affiliates and/or Business Partners nor obliged to provide remedies under warranty or other obligations in relation to Deficiencies caused by Modifications or Add-ons to the Software. SAP Fioneer is not obliged to provide any contractually agreed SAP Fioneer Maintenance and Support services if and to the extent the provision of such SAP Fioneer Maintenance and Support is impacted because of Modifications or Add-ons to the Software developed by Customer, its Affiliates and/or Business Partners.

3.3 These Modifications and Add-ons must be Used only together with the Software and only in accordance with the license to Use the Software granted in the Agreement. Modifications or Add-ons must not (and subject to other limitations set forth herein): enable the bypassing or circumventing of any of the restrictions set forth in the Agreement and/or provide Customer with access to the Software in excess of Customer's use rights duly obtained nor render or provide any information concerning the Software.

3.4 SAP Fioneer retains the right to develop its own Modifications or Add-ons to the Software. SAP Fioneer is not entitled to copy Customer's software code provided the Modifications are not made in SAP Namespace or SAP Fioneer Namespace. Nothing in this Agreement will prohibit or restrict SAP Fioneer from developing, manufacturing, marketing, licensing, positioning, providing and distributing any software, cloud services, maintenance services, subscription services or other services, documents, materials or other products. Customer covenants not to assert against SAP Fioneer, any of its Affiliates, and licensors any rights in any (i) Modifications or Add-ons, or (ii) other functionality of the Software accessed by such Modifications or Add-ons.

4. Metrics

4.1 "Assets under Management" means the assets under management of the insurance company which uses the product is the sum of all relevant financial assets as disclosed in the latest annual statement of the legal entity in a fiscal year.

4.1.1 If Customer does not disclose a comprehensive annual statement, Customer must report the respective information to SAP Fioneer on an annual basis.

4.1.2 If the product is licensed only for a subdivision of the insurance company, the respective license contract requires an explicit definition.

4.1.3 For non-insurance companies, the revenue of the company is used as the basis for the calculation of the price.

4.2 "Asset Volume" is the market value of assets which are managed by the solution. Only assets which are actively financed, or which are used in an active collateral agreement are relevant for the Metric count.

4.3 "Average Cash Flows" means the total number of cash flow transactions (payment or receipt) processed by the application, measured as an average over an observation period of one hundred twenty (120) Business

¹ Registration procedure: currently at <http://support.sapfioneer.com>. Customer shall navigate to Maintenance → Product Support and select the "License Key" button located at the bottom of the relevant page.

Days. For the avoidance of doubt, each receipt constitutes two (2) Cash Flow transactions, i.e., expected receipt and actual receipt.

4.4 “Business Partners” as metric definition means:

4.4.1 For SAP S/4HANA for capital yield tax: Business Partners are natural persons, a group of persons, or legal persons who have any kind of a business relationship with a company. The number of Business Partners counted for pricing the solution is limited to the context of the Software being licensed.

4.4.2 For SAP S/4HANA for capital yield tax, retail banking option: Use rights are limited to retail Business Partners. Retail Business Partners are customers who consume standard deposit services of a bank such as standard current/checking accounts, term deposits and/or savings accounts. Typically, these are natural persons holding financial assets with a net value excluding their primary homes less than USD one (1) million.

4.4.3 For SAP S/4HANA for capital yield tax, wealth management option: Use rights are limited to wealth management Business Partners. Wealth management Business Partners are customers who consume financial management and/or wealth management services of a bank. Oftentimes, these customers are served by a dedicated division of a bank. Private banking is also considered as wealth management. Further terms for the customer segment include “affluent”, “high-net-worth”, and “ultra-high-net-worth”.

4.4.4 For SAP S/4HANA for capital yield tax, commercial banking option: Use rights are limited to commercial Business Partners. Commercial Business Partners are enterprises or individuals running a business (including self-employment).

4.4.5 For Pioneer Tax Classification and Reporting, retail banking option and Pioneer *Steuerumgehungsbekämpfungsgesetz*, retail option: Business Partners are the number of retail Business Partners managed by the Software application. Retail Business Partners are customers who consume standard deposit services of a bank such as standard current/checking accounts, term deposits and/or savings accounts. Typically, these are natural persons holding financial assets with a net value excluding their primary homes less than USD one (1) million.

4.4.6 For Pioneer Tax Classification and Reporting, commercial banking option and Pioneer *Steuerumgehungsbekämpfungsgesetz*, commercial option: Business Partners are the number of commercial Business Partners managed by the Software application. Commercial Business Partners are enterprises or individuals running a business (including self-employment).

4.5 “Cash Flows” mean the total number of cash flow transactions (payment or receipt) processed by the application per day. (Note that for receipts there would usually be two (2) Cash Flow transactions, i.e., expected receipt and actual receipt). The maximum number of Cash Flows per day is the basis for the measurement.

4.6 “Collaterals Volume” means the aggregated nominal value of collateral agreements managed by the Software solution.

4.7 “Contracts” means the Contracts (used in all functions including procurement, sales, legal, partner management, HR, real estate, and all other functions of the organization) the company plans to address within the application. Contracts do not include Virtual Accounts.

4.7.1 For banking industry for SAP Transactional Banking for SAP S/4HANA, natural person option, German mortgage loans option and legal person option: Contracts are made by a bank with natural persons (retail), a group of persons, or legal persons (commercial). A Contract can be e.g., an account, a term deposit, a loan, an OTC-derivative, an FX forward, a money market transaction or a position in exchange-traded instruments. Accounts and loans managed in external systems, included in a master contract, part of a collateral agreement or set-up for tax calculation are to be taken into account. In the context of refinancing, only managed Contracts classified as available assets are to be licensed.

Contracts include:

- Loans or mortgage products.
- Deposits, savings or current accounts (including internal accounts).
- Derivatives, which are financial instruments whose value is based on another security.
- Securities transactions, e.g. spot plus forward deals, money marked/foreign exchange transactions, etc.
- In case of leasing business also operational, finance, capital leases, hire purchases, loans and/or other Contracts which are processed in the solution.
- In case of refinancing transactions also credit cards, drawings in a syndicate loan or trade receivables.

4.7.2 For SAP S/4HANA for deposits management, retail option: number of Contracts, including deposits, savings and current accounts (including internal accounts and accounts with overdraft), made by a bank with retail customers. Retail banking customers are customers who consume standard deposit services of a bank such as standard current/checking accounts, term deposits and/or savings accounts. Typically, these are natural persons holding financial assets with a net value excluding their primary homes less than USD one (1) million.

4.7.3 For SAP S/4HANA for deposits management, wealth management option: number of Contracts, including deposits, savings and current accounts (including internal accounts and accounts with overdraft), made by a bank with wealth management customers. Wealth management customers are customers who consume financial management and/or wealth management services of a bank. Oftentimes, these customers are served by a dedicated division of a bank. Private Banking is also considered as wealth management. Further terms for the customer segment include "affluent", "high-net-worth", and "ultra-high-net-worth". Typically, wealth management customers are natural persons holding financial assets with a net value excluding their primary homes of more than USD one (1) million.

4.7.4 For SAP S/4HANA for deposits management, business banking option: number of Contracts, including deposits, savings and current accounts (including internal accounts and accounts with overdraft), made by a bank with business customers. Business banking customers are small and medium enterprises or individuals running a business (including self-employment) who consume standard deposit services of a bank such as standard current/checking accounts, term deposits and/or savings accounts. Typically, these are legal entities with a yearly revenue of less than USD ten (10) million.

4.7.5 For SAP S/4HANA for deposits management, commercial banking option: number of deposits, savings and current accounts (including internal accounts and accounts with overdraft) Contracts made by a bank with commercial customers. Commercial banking customers are enterprises, large enterprises and corporates who consume deposit services of a bank such as corporate cash management, cash pooling, current accounts and/or term deposits. Typically, these are legal entities with a yearly revenue of greater than USD ten (10) million.

4.7.6 For Pioneer Financial Services Data Management: Number of financial Contracts managed via the Software solution. Financial Contracts are counted as unique Financial Contract IDs over a period of a fiscal year including all financial Contracts which are active at the point in time of the measurement or were active at some point in time during the fiscal year of license validation.

4.7.7 For SAP S/4HANA for financial products subledger, banking option: Contracts are agreements between a financial institution and a natural or legal person. Contracts may be included in a master contract or be part of a collateral agreement. Measurement process depends on the financial instrument of the banking business:

- a) Loans or mortgage products, (time) deposits, (internal) accounts such as cash accounts or checking accounts, derivatives traded OTC such as swaps, forward deals, money marked/foreign exchange transactions, securities traded OTC such as bonds, that are received by or transmitted through the application are counted per contract.
- b) Exchange traded financial instruments (shares, bonds, futures, options, warrants) related to such securities, that are received by or transmitted through the application are counted by applying a factor of zero point two (0.2) to convert the number of transactions into the number of Contracts. Five (5) transactions equate to one (1) Contract.
- c) Imported subledger documents are counted by applying a factor of zero point two (0.2) to convert the number of subledger documents into the number of Contracts. Five (5) imported subledger documents equate to one (1) Contract.

4.8 "Documents" mean:

4.8.1 For SAP S/4HANA financial products subledger, banking option, core processes: Documents are subledger journal entries managed via the Software solution. Journal entries are counted per GAAP at header level over a period of a fiscal year.

4.8.2 For SAP S/4HANA for financial products subledger, banking option, valuation Add-on: Documents are subledger journal entries managed via the Software solution. Journal entries are counted per GAAP at header level over a period of a fiscal year. For this Add-on the underlying documents of the SAP S/4HANA for financial products subledger, banking option, core processes are counted.

4.8.3 For SAP S/4HANA for financial products subledger, banking option, controlling and disclosure Add-on: Documents are subledger journal entries managed via the Software solution. Journal entries are counted per GAAP at header level over a period of a fiscal year. For this Add-on the underlying documents of the SAP S/4HANA for financial products subledger, banking option, core processes are counted.

4.8.4 For Pioneer Financial Control, subledger reconciliation, banking option and Pioneer Financial Control, manual adjustments, banking option and Pioneer Financial Control, banking edition: Documents are subledger

journal entries managed via the Software solution. Journal entries are counted per GAAP at header level over a period of a fiscal year. For this Add-on the underlying documents of the SAP S/4HANA for financial products subledger, banking option, core processes are counted.

4.8.5 For Pioneer Financial Control, general ledger reconciliation, banking option and Pioneer Financial Control, substantiation, banking option: Documents are line items of general ledger documents per fiscal year.

4.9 "Flat Fee" means the fixed package license Fee for the Software. It can either be a fix one (1) time Fee for a Perpetual License or a fix recurring Fee for a Subscription License.

4.10 "Gigabytes of memory" means the total amount of memory that may be used by the HANA Software, as measured in gigabytes.

4.11 "Items" represent entities managed in the Software.

4.11.1 For SAP S/4HANA for card management: Items are the number of active cards stored in the system per calendar year.

4.12 "Loans Volume" means:

4.12.1 For SAP S/4HANA for loans management - CML: Loans volume is the outstanding value of loans managed by the Software solution at the point in time of auditing.

4.12.2 For SAP S/4HANA for loans management - TRBK and for Pioneer Credit Workplace, use case: Commercial real estate specific solution for asset-based lending: Loans volume is the aggregated book value of loans managed by the Software solution.

4.12.3 For SAP S/4HANA for complex loans: Complex loans volume is the aggregated book value of complex loans managed by the Software solution.

4.13 "Premiums" mean the premiums of the insurance company, which uses the product, is the total gross premiums as disclosed in the latest annual statement of the legal entity in a fiscal year. If the Customer does not disclose a comprehensive annual statement, the Customer must report the respective information to SAP Pioneer on an annual basis. If Customer does not disclose the information publicly, Customer must deliver and explain it to SAP Pioneer. If the product shall be licensed only for a subdivision of the insurance company, the respective license contract requires an explicit definition.

4.14 "Records" means the average number of Items managed by the application over the prior twelve (12) months.

4.14.1 For SAP Financial Database for Banking and SAP Credit Risk Management for Banking: Records represent the number of financial products (such as loans or deposits) including over the counter products, and standardized exchange traded securities (e.g., shares, listed options, bonds). This is also true when processing takes place on aggregated level. If financial products do not apply, Records represent the number of the processed objects.

4.15 "Revenues" mean the annual incomes that a company receives from its normal business activities and other revenues from interests, dividends, royalties or other sources. Revenues exclude indirect taxes such as VAT, excise duty or any similar sales related taxes.

4.15.1 For SAP Configure, Price, and Quote ("SAP CPQ"), Revenues are the calculation of Customer's and its Affiliates total annual sales revenues for products or services, which were generated using the SAP CPQ software less VAT, delivery and any returns.

4.15.2 For Insurance, Revenues are the same as "Premiums".

4.15.3 For national central banks/federal reserve banks, Revenues are the same as "Assets under Management".

4.15.4 For other banks, Revenues are the sum of Customer's gross interest income and noninterest income (i.e., provisions, service charges, trading income) as stated on Customer's income statement.

4.15.5 For public sector, Revenues are the same as "Total Annual Budgets".

4.16 "Total Assets" mean the total assets of the bank/insurance company/financial service provider which uses the product and as disclosed in the latest annual statement of the legal entity in a fiscal year. If Customer does not disclose a comprehensive annual statement, Customer must report the respective information to SAP Pioneer on an annual basis. If the product is licensed only for a subdivision of the bank/insurance company/financial service provider, the respective license contract requires an explicit definition.

4.17 "Transactions" are single payment transaction within a payment order. A payment order can have one ordering party item and multiple recipient party items. The number of Transactions is counted per year.

4.17.1 For SAP S/4HANA for payments centralization, mass payments option: mass payment Transactions are the processing of payments that are settled in large quantities (usually via batch file) and usually with a time delay between the banks involved. These payments are usually not urgent, low-value and everyday. Examples of mass payment Transactions are SEPA and BACS.

4.17.2 For SAP S/4HANA for payments centralization, individual payments option, individual payment Transactions are the processing of payments that are settled individually (processed one by one) and usually immediately between the banks involved. These payments are usually urgent, high-value and system-relevant. Examples of individual payment transactions are Target2, CHAPS and SWIFT.

4.17.3 For SAP S/4HANA for payments centralization, pass-through option: pass-through Transactions are payments that are routed through the SAP S/4HANA for payment centralization, but without functional processing (like changing or validating the payment data, booking to account management system, checking against fraud management/liquidity management/FS Trading systems, etc.), but rather the processing takes place in an external payment system.

4.18 “Users” in the context of a Metric for counting Software Licenses means the individuals who Use the Software. A “User” included in the Metric count cannot be assigned to more than one (1) individual. However, a User assignment may be transferred from one (1) individual to another, but only if the individual to which the User was assigned:

- a) is on vacation; or
- b) is absent due to sickness; or
- c) has their employment terminated; or
- d) is moved into a new job function which no longer requires them to Use the applicable Package(s); or
- e) is subject to a condition that is otherwise agreed by SAP Fioneer.

4.18.1 For Fioneer Digital Banking, retail banking option: Use rights are limited to retail banking customers. Retail banking customers are customers who consume standard deposit services of a bank such as standard current/checking accounts, term deposits and/or savings accounts. Typically, these are natural persons holding financial assets with a net value excluding their primary homes less than USD one (1) million.

4.18.2 For Fioneer Digital Banking, business banking option: Use rights are limited to business banking customers. Business banking customers are enterprises or individuals running a business (including self-employment).

4.19 “Active Users” mean the number of individuals that access the Software at any time during a calendar month.

4.20 “Virtual Accounts” mean the number of virtual accounts managed by the Software application.

4.20.1 For Fioneer Virtual Account Management, retail banking option: Use rights are limited to virtual accounts of retail banking customers. Retail banking customers are customers who consume standard deposit services of a bank such as standard current/checking accounts, term deposits and/or savings accounts. Typically, these are natural persons holding financial assets with a net value excluding their primary homes less than USD one (1) million.

4.20.2 For Fioneer Virtual Account Management, commercial banking option: Use rights are limited to virtual accounts of commercial banking customers. Commercial banking customers are enterprises or individuals running a business (including self-employment).

5. Package Restrictions

5.1 SAP S/4HANA for financial products subledger, banking option: Use of SAP S/4HANA for financial products subledger, banking option is limited to functionality and processes for subledger accounting for financial instruments.

5.2 SAP S/4HANA for financial products subledger, insurance option: Use of SAP S/4HANA for financial products subledger, insurance option includes the functionality and processes for the subledger accounting for insurance contracts only. The Add-on “Financial Instruments Add-on” includes subledger accounting for financial instruments for an insurance legal entity. The software component SAP Profitability and Performance Management is not included.

5.3 SAP S/4HANA Insurance for policy management, non-life option, core processes: the software components product engine msg Product Manager Quattro and the Auto Add-on by msg for car insurance are not included.

5.4 SAP S/4HANA Insurance for policy management, life and pension option, core processes: the software component product engine msg Product Manager Quattro is not included.

5.5 Pioneer Financial Services Data Management: with the FSDM license comes the data model design tool FSDM Workbench, included in the FSDM license fee. FSDM Workbench is based on freeware Microsoft's visual studio code technology. The data model management capabilities offered by FSDM Workbench tool are governed by the licensing terms agreed between the parties in the Agreement and the Customer's Use of Microsoft's visual studio code technology (in relation to the FSDM Workbench) is governed by Microsoft license terms which can be found at <https://code.visualstudio.com/license>.

The Customer is solely responsible for the installation and use of Microsoft's visual studio code. SAP Pioneer does not warrant that Microsoft's visual studio code will be available, error free or interoperable with SAP Pioneer Materials. The Customer assumes all risks associated with the use of Microsoft's visual studio code, including without limitation risks relating to quality, availability, performance, data loss, use of Third Party extensions, utility in production environment, and non-infringement. In no event will SAP Pioneer be liable directly or indirectly in respect of any use of Microsoft's visual studio code by the Customer.

Customer must further satisfy the following requirements:

5.5.1 Customer shall provide and maintain a remote access possibility for SAP Pioneer support to access the FSDM solution and grant SAP Pioneer all necessary authorizations, in particular for remote analysis of issues as part of incident handling. The usage of the standard SAP service and support remote access capability is not possible. Such remote access shall be granted without restriction regarding the nationality of the SAP Pioneer employee(s) who process incidents or the country in which they are located. Customer acknowledges that failure to grant access may lead to delays in incident handling and the provision of corrections or may render SAP Pioneer unable to provide help in an efficient manner. A remote access can alternatively be realized through a joint online session (e.g., via Microsoft Teams) where a developer employee of the Customer has the access to the Customer's system and is guided by an SAP Pioneer developer to analyze a specific issue with the solution.

5.5.2 Customer agrees to implement emergency corrections manually via hot fixes provided outside of the standard SAP Notes functionality. Such emergency corrections provided in between the shipment of feature packs will be included in the next feature pack of FSDM. Customer acknowledges that the installation of feature packs is the only possibility to install software corrections in an automated way.

5.6 Pioneer Financial Control, subledger reconciliation, banking option: Covers the daily/real time reconciliation on balance and transaction level between SAP S/4HANA for financial products subledger and SAP S/4HANA general ledger on the one hand and SAP S/4HANA for financial products subledger and selected respective operational systems or other Third Party systems on the other hand. Does not contain the direct reconciliation between SAP S/4HANA general ledger to operational systems or other third-party systems where transactional data are not managed within SAP S/4HANA for financial products subledger. The integration effort to bring the related financial data of operational and Third Party systems in the correct format into the S/4 stack is not part of this Package.

5.7 Pioneer Financial Control, general ledger reconciliation, banking option: Covers the daily/real time reconciliation on balance and transaction level between SAP S/4HANA general ledger to operational systems or other third-party systems where transactional data are not managed by within SAP S/4HANA for financial products subledger. The integration effort to bring the related financial data of operational and third-party systems in the correct format into the S/4 stack is not part of this Package.

5.8 Pioneer FPSL Reporting Agent, banking option, subscription and Pioneer FPSL Reporting Agent, insurance option, subscription: Usage is limited to five (5) Generative Tasks. Use of LLM service is not part of the Software and therefore has to be contracted by the customer with the LLM service provider directly. LLM services are classified as Third Party Web Services with respect to the Software. Customer is permitted to use only a private, secure, and access-controlled ("Private LLM") for any interaction, processing, or deployment involving the Generative Tasks. Customer shall not (i) send data to external providers and third parties, (ii) use the Generative Tasks and or Table Semantics for any use which is not permitted under the Agreement, and (iii) use any shared, cloud-hosted model, accessible to users or available to the public over the internet ("Public LLM").

Part 3 Maintenance and Support

This Part 3 governs the provision of SAP Pioneer Maintenance and Support services by SAP Pioneer as further defined herein for all Software licensed by Customer under the Agreement (hereinafter collectively referred to as the “Customer Solutions”), excluding software to which special support agreements apply exclusively. All definitions set forth in section 2 (Definitions) of the Introduction area of this LPC shall apply with effect to this Part 3, unless expressly modified in the Agreement or defined otherwise herein.

1. Maintenance Models and Phases

1.1 Maintenance Phases

1.1.1 Mainstream Maintenance

Mainstream Maintenance is the first maintenance phase for a release, starting with SAP Pioneer’s release to Customer date (“Mainstream Maintenance”). During Mainstream Maintenance, Customer receives the full scope of SAP Pioneer Maintenance and Support features as defined in the respective sections. Mainstream Maintenance is covered by the Agreement.

1.1.2 Extended Support Services

After the end of the Mainstream Maintenance period, SAP Pioneer may offer “Extended Support Services” for selected releases of Software. Unless agreed otherwise in writing, the scope of Extended Support Services usually conforms to the scope as provided during Mainstream Maintenance. For some releases additional restrictions may apply, that is, the scope of SAP Pioneer Maintenance and Support may be reduced or modified as per SAP Pioneer’s discretion. Duration and scope of Extended Support Services is defined in the Agreement for Extended Support Services. Extended Support Services is an optional offering and requires a separate, additional contract on top of the Agreement about providing standard SAP Pioneer Maintenance and Support. Pricing for Extended Support Services is available upon request.

1.1.3 Customer-specific Maintenance

At the time when Mainstream Maintenance period ends and:

- (i) no Extended Support Services are contracted, or
- (ii) the Customer does not take advantage of an existing Extended Support Services offering; or
- (iii) any additionally contracted Extended Support Services contract expires;

a release enters into “Customer-specific Maintenance”. During this phase, the Customer receives SAP Pioneer Maintenance and Support services as in the Mainstream Maintenance phase with some restrictions, that is, the scope of SAP Pioneer Maintenance and Support may be modified or reduced at SAP Pioneer’s discretion.

1.2 Overview of the SAP Pioneer Maintenance and Support models

SAP Pioneer provides SAP Pioneer Maintenance and Support services through different models, which applies to Software either in Perpetual or Subscription License.

Scope	Chapter	Availability		
		Perpetual		Subscription
		Standard Support	Support for Large Enterprises (SLE)	Standard Support for Software Subscription
Continuous improvement and Innovation	4.1	Included	Included	Included
Message processing	4.2	Included	Included	Included
SLA-Option	4.3	Included	Optional at separate Fees	Included
EEA-Support Option	4.4	On request	On request	On request
Premium SLA-Option	4.5	Optional at separate Fees	Optional at separate Fees	Optional at separate Fees

1.3 Revenue Thresholds

Customer shall be eligible to receive SAP Pioneer Support for Large Enterprises from the date at which Customer informs SAP Pioneer in writing about meeting the following criteria:

the Maintenance Base exceeds or is equal to EUR ten (10) million (the "Licence Threshold"). The following contribute:

- a) Hundred percent (100 %) of the Maintenance Base of all Perpetual Software Order Forms
- b) Two point five times (2.5x) the annual subscription Fees of all Subscription Order Forms

of SAP Pioneer products, excluding SAP resell products (e.g., SAP S/4HANA Insurance for collections and disbursements) and products with SAP-delivered support.

Customer shall be eligible to receive SAP Pioneer Support for Large Enterprises from the date at which Customer informs SAP Pioneer in writing, that Customer receives SAP Product Support for Large Enterprises from SAP SE or SAP SE Affiliate, irrespective of exceeding the Maintenance Threshold or License Threshold in Agreements with SAP Pioneer.

1.4 SAP Pioneer Maintenance and Support for Test and Evaluation Agreements ("TEA")

Under a TEA, Customer is only entitled to the following scope of SAP Pioneer Maintenance and Support:

- Standard Software. "Continuous Improvement and Innovation" (as described in section 4.1 (Continuous Improvement and Innovation)) and "Incident Handling" (as described in section 4.2 (Incident Handling)) for Software, which has reached the status of general availability as documented in the release information on SAP Pioneer's Support Portal.
- Beta Software. "Incident Handling" (as described in section 4.2 (Incident Handling)) for Beta Software.
- Ticket Priorities. Customer is not permitted to raise incident tickets with High or Very High priority (as described in section 4.3.1 (SLA for Initial Response Times)) in any case.

2. Standard Support Model

2.1 Standard Support Model for Software in Perpetual License

The SAP Pioneer Maintenance and Support services under the Standard Support Model comprise the components "Continuous Improvement and Innovation" (section 4.1), "Incident Handling" (section 4.2) and "Option for Service Level Agreement (SLA option)" (section 4.3). Additionally, Customers located in the European Union may request SAP Pioneer to process Personal Data (Personal Data has the meaning as defined in the DPA) during notification processing only from the European Economic Area countries or countries with adequacy decision (EEA Support option - section 4.4). Customer can choose only one support model which shall apply to the entire Software portfolio of the Customer to which this LPC applies in accordance with section 7.6. Furthermore, in addition to this section 2 (Standard Support Model), sections 1 (Maintenance Model and Phases), 5 (Customer's Responsibilities), 6 (Fees for SAP Pioneer Maintenance and Support) and 7 (Other Terms and Conditions) apply to the Standard Support Model, irrespective of the support model agreed in each case.

2.2 Standard Support Model for Software in Subscription License.

The SAP Pioneer Maintenance and Support services under the Standard Support Model for Software in Subscription License comprise the same components as described in section 2.1 (Standard Support Model for Software in Perpetual License) above.

2.3 Extension options in the Standard Support Model

In addition, the Customer can opt for the following support option for separate Fees:

- a) Option for Premium Service Level Agreement (Premium SLA Option) - section 4.5 (Premium Service Level Agreement Option).

The Customer can opt for an additional Premium Service Level Agreement for global message processing in the event there are product errors in the Software in accordance with section 4.5 (Premium Service Level Agreement Option) for separate Fees. The option is only offered for and applies to the entire inventory of the SAP Pioneer Software as licensed by the Customer.

3. Support for Large Enterprise ("SLE") Model

3.1 Basic version of the Large Enterprise Support Model

The SAP Pioneer Maintenance and Support services under the SLE model comprise the components "Continuous Improvement and Innovation" (section 4.1), and "Incident Handling" (section 4.2). Customers located in the European Union may request SAP Pioneer to process Personal Data (Personal Data has the meaning as defined in the DPA) during notification processing only from the European Economic Area and

countries with adequacy decision for its entire inventory of Software (EEA Support option - section 4.4). Furthermore, sections 1 (Maintenance Model and Phases), 5 (Customer's Responsibilities), 6 (Fees for SAP Pioneer Maintenance and Support) and 7 (Other Terms and Conditions) shall apply to the SLE model in addition to this section 3 (Support for Large Enterprise ("SLE") Model). Exactly one support model shall apply to the entire Software inventory of the Customer to which this LPC applies in accordance with section 7.6.

3.2 Pioneer 360 engagement

As a prerequisite to apply for the SLE Support model, Customer must enter into a separate Pioneer 360 Agreement, to avail further Services as part of a separate Pioneer 360 contract in addition to the SAP Pioneer Maintenance and Support services offered under the SLE model. Corresponding details of this arrangement are further defined in the Pioneer 360 Agreement.

3.3 Extension options in the SLE Model

In addition, the Customer can opt for the following support options for separate Fees:

- a) Option for Service Level Agreement (SLA option) - section 4.3 (Service Level Agreement ("SLA") Option).
- b) Option for Premium Service Level Agreement (Premium SLA Option) - section 4.5 (Premium Service Level Agreement Option).

3.4 Supplementary terms and conditions of the SLE model

The following additional terms and conditions apply to the SLE model:

To exploit the full potential of SAP Pioneer SLE Services, the Customer must set up a Customer Centre of Expertise (hereinafter also "Customer COE"). The Customer COE is designated by the Customer as the point of contact for interaction with the SAP Pioneer support organisation.

As a permanently established centre of expertise, the Customer COE will support the efficient implementation at the Customer, the innovation, operation and quality of business processes and systems in connection with the Software. The Customer COE should cover the operation of all core business processes. SAP Pioneer recommends setting up the Customer COE as a project in parallel with the functional and technical implementation projects.

4. Scope of SAP Pioneer Maintenance and Support

Customer may request and SAP Pioneer shall provide, to such degree as SAP Pioneer makes such Services generally available in the Territory, SAP Pioneer Maintenance and Support services. SAP Pioneer Maintenance and Support services currently include:

4.1 Continuous Improvement and Innovation

- New Software releases of the licensed Customer Solutions, as well as tools and procedures for upgrades.
- Support packages - correction packages to reduce the effort of implementing single corrections.
- Available ABAP source code for Software applications and additionally released and supported function modules.
- Software change management, such as changed configuration settings or Customer Solutions upgrades, is supported for example with content, tools and information material.

4.2 Incident Handling

- SAP Pioneer Notes on SAP Pioneer's Support Portal document Software malfunctions and contain information on how to remedy, avoid and bypass errors. SAP Pioneer Notes may contain coding corrections that Customers can implement into their IT system. SAP Pioneer Notes also document related issues, Customer questions, and recommended solutions (e.g., customizing settings).
- SAP Pioneer Notes for ABAP-based Customer Solution will allow installation via SAP Notes Assistant when technically and operationally feasible.
- Default Option for Global incident handling by SAP Pioneer for problems related to Customer Solutions:
When Customer reports malfunctions (preferably in English), SAP Pioneer supports Customer by providing information on how to remedy, avoid or bypass errors. The main channel for such support will be SAP Pioneer's Support Portal where Customer may send Incident Reports at any time. Incident reports shall be classified according to its severity as described on SAP Pioneer's Support Portal. All people involved in the incident resolution process can access the status of the Incident Report at any time. For such contact (and as otherwise provided) SAP Pioneer requires that

Customer provides remote access to the Customer Solution as published on SAP Pioneer's Support Portal.

SAP Pioneer will commence incident handling on Priority 1 Incident Reports ("Very High", for a definition of priorities, see SAP Pioneer's Support Portal) within twenty four (24) hours, seven (7) days a week provided that the following conditions are met: (i) the incident must be reported in English and (ii) Customer must make available a suitably skilled English-speaking employee so that the Customer and SAP Pioneer personnel can communicate if the Incident Report is assigned to an overseas SAP Pioneer support center. If these conditions are not fulfilled, SAP Pioneer may not be able to start incident handling or to continue incident handling until these conditions are fulfilled.

If the resolution of the reported incident requires additional support from SAP regarding SAP Foundation, SAP Pioneer may, if agreed between SAP Pioneer and Customer, provide SAP with all relevant information regarding the incident, including (i) the data provided by Customer in the Incident Report and (ii) any other incident-specific information available (e.g., root cause analysis, test cases, variants). The prerequisites for this are that the Customer (i) licenses SAP Foundation separately and (ii) has an active maintenance contract with SAP for these purposes. If either of these requirements are not met, SAP Pioneer may not be able to submit the Incident Report to SAP until these requirements are met. After SAP Pioneer has provided all relevant information to SAP, Customer will communicate and work directly with SAP to resolve the reported incident. For the avoidance of doubt, the contractual obligation to resolve the support case remains with SAP, unless the cause of the reported incident is proven to be due to circumstances that are the sole responsibility of SAP Pioneer.

4.3 Service Level Agreement ("SLA") Option

If SLA is part of the contracted support model, the following additional SLA apply for global incident handling by SAP Pioneer for product defect issues:

The following SLAs shall apply to product defect incidents of Customer Solutions that SAP Pioneer accepts as being Priority 1 or 2 and which fulfill the prerequisites specified herein. Such SLAs shall commence in the first full Month following the Effective Date of the Agreement.

4.3.1 SLA for Initial Response Times:

- a) Priority 1 incidents ("Very High"). SAP Pioneer shall respond to Priority 1 incidents within one (1) hour of SAP Pioneer's receipt (twenty-four (24) hours a day, seven (7) days a week) of such Priority 1 incidents. An incident is assigned Priority 1 if the problem has very serious consequences for normal business transactions and urgent, business critical work cannot be performed due to those incidents. This is generally caused by the following circumstances: complete system outage, malfunctions of central functions in the SAP Pioneer production system of Customer solutions, and for each circumstance a workaround is not available.
- b) Priority 2 incidents ("High"). SAP Pioneer shall respond to Priority 2 incidents within four (4) hours of SAP Pioneer's receipt during SAP Pioneer's Local Business Hours of such Priority 2 incidents. An incident is assigned Priority 2 if normal business transactions in an SAP Pioneer production system are seriously affected, and necessary tasks cannot be performed due to those incidents. This is caused by incorrect or inoperable functions in the SAP Pioneer system that are required to perform such transactions and/or tasks.

4.3.2 SLA for Corrective Action Response Time for Priority 1 incidents: SAP Pioneer shall provide a solution, work around or action plan for resolution ("Corrective Action") of Customer's Priority 1 incident within four (4) hours of SAP Pioneer's receipt (twenty-four (24) hours a day, seven (7) days a week) of such Priority 1 incident ("SLA for Corrective Action"). In the event an action plan is submitted to Customer as a Corrective Action, such action plan shall include: (i) status of the resolution process; (ii) planned next steps, including identifying responsible SAP Pioneer resources; (iii) required Customer actions to support the resolution process; (iv) to the extent possible, planned dates for SAP Pioneer's actions; and (v) date and time for next status update from SAP Pioneer. Subsequent status updates shall include a summary of the actions undertaken so far; planned next steps; and date and time for next status update. The SLA for Corrective Action only refers to that part of the processing time when the incident is being processed at SAP Pioneer ("Processing Time"). Processing Time does not include the time when the incident is on status "Customer Action" or "SAP Pioneer Proposed Solution", whereas (a) the status "Customer Action" means the incident was handed over to Customer; and (b) the status SAP Pioneer Proposed Solution means SAP Pioneer has provided a Corrective Action as outlined herein. The SLA for Corrective Action shall be deemed met if within four (4) hours of Processing Time if SAP Pioneer proposes a solution, a workaround or an action plan; or if Customer agrees to reduce the priority level of the incident.

4.3.3 Prerequisites and Exclusions.

- a) Prerequisites. The SLAs shall only apply when the following prerequisites are met for incidents: (i) in all cases, incidents are related to releases of Customer Solutions which are per section 7.6 subject to

this LPC; (ii) incidents are submitted by Customer in English in accordance with SAP Pioneer's then current incident handling log-in procedure which contain the relevant details necessary for SAP Pioneer to take action on the reported incident.

For Priority 1 incidents, the following additional prerequisites must be fulfilled by Customer: (i) the issue and its business impact are described in detail sufficient to allow SAP Pioneer to assess the issue; (ii) Customer makes available for communications with SAP Pioneer, twenty four (24) hours a day, seven (7) days a week, an English speaking contact person with training and knowledge sufficient to aid in the resolution of the Priority 1 incident consistent with Customer's obligations hereunder; and (iii) a Customer contact person is provided for opening a remote connection to the system and to provide necessary log-on data to SAP Pioneer.

- b) Exclusions. For Customer's SAP Pioneer solutions in particular the following types of Priority 1 incidents are excluded from the SLAs: (i) incidents regarding a release, version and/or functionalities of Customer's SAP Pioneer solutions developed specifically for Customer; (ii) incidents regarding country versions that are not part of the Customer Solutions and instead are realized as partner Add-ons, enhancements, or modifications are expressly excluded even if these country versions were created by SAP Pioneer or an Affiliate of SAP Pioneer; and/or (iii) the root cause behind the incident is not a malfunction, but a missing functionality ("Development Request") or the incident is ascribed to a consulting request.

4.3.4 Service Credit

- a) SAP Pioneer shall be deemed to have met its obligations pursuant to the SLAs as stated above by reacting within the allowed time frames in ninety-five percent (95%) of the aggregate cases for all SLAs within a Calendar Quarter. In the event Customer submits less than twenty (20) incidents (in the aggregate for all SLAs) pursuant to the SLAs stated above in any Calendar Quarter during the SAP Pioneer Maintenance and Support term, SAP Pioneer shall be deemed to have met its obligations pursuant to the SLAs stated above if SAP Pioneer has not exceeded the stated SLA time-frame in more than one incident during the applicable Calendar Quarter.
- b) Subject to section 4.3.1 (SLA for Initial Response Times) and 4.3.2 (SLA for Corrective Action Response Time for Priority 1 incidents) above, in the event that the timeframes for the SLA's are not met (each a "Failure"), the following rules and procedures shall apply: (i) Customer shall inform SAP Pioneer in writing of any alleged Failure; (ii) SAP Pioneer shall investigate any such claims and provide a written report proving or disproving the accuracy of Customer's claim; (iii) Customer shall provide reasonable assistance to SAP Pioneer in its efforts to correct any problems or processes inhibiting SAP Pioneer's ability to reach the SLAs; (iv) subject to this section 4.3.4 (Service Credit), if based on the report, an SAP Pioneer Failure is proved, SAP Pioneer shall apply a Service Credit to Customer's next invoice for the SAP Pioneer Maintenance and Support services equal to quarter of a percent (0.25%) of Customer's total Fees for the SAP Pioneer Maintenance and Support services for the applicable Calendar Quarter for each Failure reported and validated by SAP Pioneer, subject to a maximum Service Credit cap per Calendar Quarter of five percent (5%) of Customer's total Fees for the SAP Pioneer Maintenance and Support Fees for such Calendar Quarter. Customer bears the responsibility of notifying SAP Pioneer of any Service Credits within one (1) month after the end of a Calendar Quarter in which a Failure occurs. No Service Credits will be paid unless notice of Customer's well-founded claim for Service Credit(s) is received by SAP Pioneer in writing. The Service Credit stated in this section 4.3.4 (Service Credit) is Customer's sole and exclusive remedy with respect to any alleged or actual Failure.

4.4 Support limited to the European Economic Area Option ("EEA Support")

The support option under this section 4.4 (EEA-Support) can only be requested by Customers or End Customers located in the European Union.

During the ticket processing, SAP Pioneer may become a Processor of Personal Data for which the Customer is the Controller or Processor as defined in the DPA. In the case of contracting the EEA Support by Customer and limited to message processing of production systems, where either SAP Pioneer's support personnel are required to access the installation of Customer Software or Customer's or an End Customer's Data needs to be transferred to SAP Pioneer for incident investigation, the parties agree as follows:

- (i) If the transmission of Customer or End Customer Data, including Personal Data, to SAP Pioneer is necessary for the processing of the Incident Report, the parties agree that such data shall be securely transmitted, stored, and managed by Customer outside of SAP Pioneer's then-current reporting system. Consent to the secure transfer and storage of such data shall be given on a case-by-case basis as part of the notification.
- (ii) "EEA Support" means that the Data Processor's personnel and any sub-processors engaged to process Personal Data during the notification processing are located in (a) the European Union, (b) the European

Economic Area, and/or (c) a country for which an adequacy decision has been issued pursuant to Article 45(3) of the GDPR, including but not limited to Switzerland and the United Kingdom .

(iii) Where the processing of Personal Data is required as an exception for notification processing, SAP Fioneer will by default only process Personal Data through EEA Support. In exceptional cases and only if the Customer has declared and authorised in writing during the incident handling (the agreement in the incident ticket is sufficient) that EEA Support is not applicable for a specific task during the handling of the relevant incident ticket, SAP Fioneer may otherwise process the Personal Data associated with that incident ticket in accordance with the terms of the DPA.

(iv) Customer understands that if SAP Fioneer is required to remove or anonymise Personal Data transferred during the processing of the incident ticket or if access to the production system is required outside Local Business Hours and EEA Support is not available or processing is otherwise not authorised by Customer in accordance with this subsection (iv), the overall processing of the incident ticket will be slowed down.

4.5 Premium Service Level Agreement Option ("Premium SLA")

Customer may opt for the entire Customer Solutions for a Premium SLA Option which is subject to separate Fees, for global processing of incidents by SAP Fioneer as an additional Premium SLA level to the embedded SLA option according to section 4.3 (Service Level Agreement Option) as part of (i) the Standard Support for Perpetual Software, or (ii) the Support as part of Software Subscriptions.

The following Premium SLA will apply, if contractually agreed, to all Customer incidents that SAP Fioneer accepts as being Priority 2, 3, or 4 and which fulfill the prerequisites specified herein. Such Premium SLAs will commence in the first full month following execution of the Order Form.

4.5.1 Premium SLA for Initial Response Times:

- a) Priority 2 incidents ("High"): SAP Fioneer shall respond to Priority 2 incidents within two (2) hours of SAP Fioneer's receipt (twenty-four (24) hours a day, seven (7) days a week) of such Priority 2 incidents. An incident is assigned Priority 2 if normal business transactions are seriously affected, and necessary tasks cannot be performed due to those incidents. The problem is caused by incorrect or inoperable functions that are required to perform such transactions and/or tasks.
- b) Priority 3 incidents ("Medium"): SAP Fioneer shall respond to Priority 3 incidents within four (4) hours of SAP Fioneer's receipt during Local Business Hours of such Priority 3 incidents. An incident is assigned Priority 3 if normal business transactions are affected due to those incidents. The problem is caused by incorrect or inoperable functions that are required to perform such transactions.
- c) Priority 4 incidents ("Low"): SAP Fioneer shall respond to Priority 4 incidents within eight (8) hours of SAP Fioneer's receipt during Local Business Hours of such Priority 4 incidents. An incident is assigned Priority 4 if the problem has few or no effects on normal business transactions due to those incidents. The problem is caused by incorrect or inoperable functions that are not required daily or are rarely used.

4.5.2 Premium SLA for Corrective Action Response Time for Priority 2 incidents: SAP Fioneer shall provide a solution, a work around, or an action plan for resolution ("Corrective Action") for Priority 2 incidents within three (3) Business Days of SAP Fioneer's receipt during Local Business Hours of such Priority 2 incidents ("Premium SLA for Corrective Action for Priority 2"). If an action plan is submitted as a Corrective Action, such action plan will include: (i) status of the resolution process; (ii) planned next steps, including identifying responsible SAP Fioneer resources; (iii) required Customer actions to support the resolution process; (iv) to the extent possible, planned dates for SAP Fioneer's actions; and (v) date and time for next status update from SAP Fioneer. Subsequent status updates will include a summary of the actions undertaken so far; planned next steps; and date and time for next status update. The Premium SLA for Corrective Action Response Time for Priority 2 incidents only refers to that part of the processing time when the incident is being processed at SAP Fioneer ("Processing Time"). Processing Time does not include the time when the incident is on status "Customer Action" or "SAP Fioneer Proposed Solution", whereas: (a) the status "Customer Action" means the incident was handed over to Customer; and (b) the status "Proposed Solution" means SAP Fioneer has provided a Corrective Action as outlined herein. The Premium SLAs for Corrective Action for Priority 2 incidents will be deemed met if within three (3) Business Days of processing time for Priority 2 incidents: SAP Fioneer proposes a solution, a workaround, or an action plan; or if Customer agrees to reduce the priority level of the incident.

4.5.3 Prerequisites and Exclusions

- a) Prerequisites The Premium SLAs will only apply when the following prerequisites are met for incidents: (i) in all cases, incidents are related to releases of SAP Fioneer Software which are classified by SAP Fioneer with the shipment status "unrestricted shipment"; (ii) incidents are submitted by Customer in English via the SAP Fioneer Support Portal in accordance with SAP Fioneer's then current incident handling log-in procedure which contain the relevant details

necessary for SAP Pioneer to take action on the reported incident; and (iii) incidents are related to a product release of SAP Pioneer Software which falls into Mainstream Maintenance.

For Priority 2 incidents, the following additional prerequisites must be fulfilled by Customer: (i) the issue and its business impact are described in sufficient detail to allow SAP Pioneer to assess the issue; (ii) Customer makes available for communications with SAP Pioneer, twenty four (24) hours a day, seven (7) days a week, an English speaking contact person with training and knowledge sufficient to aid in the resolution of the Priority 2 incident consistent with Customer's obligations hereunder; and (ii) Customer contact person opens a remote connection to the system and provides necessary log-on data to SAP Pioneer.

- b) Exclusions. The following types of incidents are excluded from the Premium SLAs: (i) incidents regarding country versions that are realized as partner Add-ons, enhancements, or Modifications are expressly excluded even if these country versions were created by SAP Pioneer or any of its Affiliates; and (ii) the root cause behind the incident is not a malfunction, but missing functionality ("Development Request") or the incident is ascribed to a consulting request.

4.5.4 Service Credit

- a) SAP Pioneer shall be deemed to have met its obligations pursuant to the Premium SLAs as stated above by reacting within the allowed time frames in ninety-five percent (95%) of the aggregate cases for all Premium SLAs within a Calendar Quarter. If Customer submits less than twenty (20) incidents (in the aggregate for all Premium SLAs) pursuant to the Premium SLAs stated above in any Calendar Quarter during the Term, and if SAP Pioneer does not exceed the stated Premium SLA time-frame in more than one incident during the applicable Calendar Quarter, then SAP Pioneer is deemed to have met its SLA obligations during such quarter.
- b) Subject to section 4.5.1 (Premium SLA for Initial Response Times) and 4.5.2 (Premium SLA for Corrective Action Response Time for Priority 2 incidents) above, if timeframes for the Premium SLA's are not met (each a "Premium SLA Failure"), the following rules and procedures will apply: (i) Customer shall inform SAP Pioneer in writing of any alleged Premium SLA Failure; (ii) SAP Pioneer shall investigate any such claims and provide a written report proving or disproving the accuracy of Customer's claim; (iii) Customer shall provide reasonable assistance to SAP Pioneer in its efforts to correct any problems or processes inhibiting SAP Pioneer's ability to reach the Premium SLAs; (iv) subject to this Section 4.5.4 (Service Credit), if based on the report, a Premium SLA Failure is proved, SAP Pioneer shall apply a Service Credit to Customer's next invoice for the Premium SLA option equal to a half percent (0.5%) of Customer's Fees for the Premium SLA option for the applicable Calendar Quarter for each Failure reported and validated by SAP Pioneer, subject to a maximum Service Credit cap per Calendar Quarter of ten percent (10%) of Customer's Fees for the Premium SLA option for such Calendar Quarter; (v) Customer shall notify SAP Pioneer of any Service Credits within one (1) month after the end of a Calendar Quarter in which a Premium SLA Failure occurs; (vi) no Service Credit(s) will be applied unless notice of Customer's well-founded claim for Service Credit(s) is received by SAP Pioneer in writing; and (vii) the Service Credit stated in this section 4.5.4 (Service Credit) is Customer's sole and exclusive remedy with respect to any alleged or actual Premium SLA Failure.

5. Customer's Responsibilities

5.1 SAP Pioneer support program management

In order to receive SAP Pioneer Maintenance and Support hereunder, Customer shall designate a qualified English-speaking contact within its own support organisation (the "Support Contact Person") and shall provide contact details (in particular email address and telephone number) by means of which the Support Contact Person or the authorized representative of such Support Contact Person can be contacted at any time. Customer's Support Contact Person shall be Customer's authorized representative empowered to make necessary decisions for Customer or bring about such decision without undue delay.

5.2 Other requirements

Customer must further satisfy the following requirements:

- a) Customer shall not include any Personal Data in the text of the Incident Report or in any attachment to an Incident Report prepared for SAP Pioneer.
- b) Continue to pay all SAP Pioneer Maintenance and Support Fees in accordance with the Agreement and this LPC.
- c) Otherwise fulfill its obligations under the Agreement and this LPC.
- d) Provide and maintain remote access via a technical standard procedure as defined by SAP Pioneer and grant SAP Pioneer all necessary authorizations, in particular, for remote analysis of issues as part of incident handling. Such remote access shall be granted without restriction regarding the

nationality of the SAP Pioneer employee(s) who process incidents or the country in which they are located. Customer is responsible to provide the possibility for a remote connection free of charge to SAP Pioneer. Customer acknowledges that failure to grant access may lead to delays in incident handling and the provisioning of corrections or may render SAP Pioneer unable to provide help in an efficient manner.

- e) If Customer Solution requires a Third Party Software as prerequisite, Customer needs to have a valid maintenance and support agreement with at least the same service level for incident handling in place as for the Customer Solution. For SAP Pioneer solutions that are based on SAP Foundation, Customer agrees with this Agreement that SAP Pioneer may act on its behalf in notifications, provided that the solution requires support from SAP. If SAP Foundation has been licensed directly from SAP, this consent must be confirmed to SAP.
- f) Customer agrees to maintain adequate and current records of all Modifications and, if needed, promptly provide such records to SAP Pioneer.
- g) Submit all Incident Reports via the then current SAP Pioneer support infrastructure as made available by SAP Pioneer from time to time via updates, upgrades or Add-ons.
- h) Inform SAP Pioneer without undue delay of any changes to Customer's installations and any other information relevant to the Customer Support Solutions.

6. Fees for SAP Pioneer Maintenance and Support

SAP Pioneer Maintenance and Support Fees shall be paid in accordance with and as specified in the Agreement.

7. Other Terms and Conditions

7.1 SAP Pioneer may, annually and in its discretion, amend the scope of the SAP Pioneer Maintenance and Support services to reflect the continuing development of the Software and technical advances. In the event that any such amendment negatively impacts the reasonable interests of the Customer, SAP Pioneer will notify Customer of this change in writing or electronically at least three (3) months before it comes into effect. Upon receipt of such notice, Customer will have the right to terminate the SAP Pioneer Maintenance agreement (or the entire Order Form if the contract type is a Subscription License Agreement), by written notice of two (2) months which shall be sent prior to the date on which the changes take effect. If Customer does not provide SAP Pioneer with notice within the specified timeframe, Customer will be deemed to have accepted the amendments to the SAP Pioneer Maintenance and Support services.

7.2 Customer hereby confirms that Customer has obtained all applicable licenses for the Customer Solutions.

7.3 FAILURE TO UTILIZE SAP PIONEER MAINTENANCE AND SUPPORT PROVIDED BY SAP PIONEER MAY PREVENT SAP PIONEER FROM BEING ABLE TO IDENTIFY AND ASSIST IN THE CORRECTION OF POTENTIAL PROBLEMS WHICH, IN TURN, COULD RESULT IN UNSATISFACTORY PERFORMANCE OF THE SOFTWARE FOR WHICH SAP PIONEER CANNOT BE HELD RESPONSIBLE.

7.4 In the event SAP Pioneer licenses Third Party Software to Customer under the Agreement, SAP Pioneer shall provide SAP Pioneer Maintenance and Support on such Third Party Software to the extent such Third Party support is made available to SAP Pioneer. Customer may be required to upgrade to more recent versions of its operating systems and databases to receive SAP Pioneer Maintenance and Support. If the Third Party Software vendor does not provide the support services any more to SAP Pioneer, SAP Pioneer has the right to give reasonable notice of at least three (3) months effective at the end of a Calendar Quarter of extraordinary and partial termination of the contractual relationship for support for the Third Party Software concerned.

7.5 If not already agreed in writing between the parties, the parties hereby agree that the terms of the then current DPA shall apply to the SAP Pioneer Maintenance and Support services including any other Services SAP Pioneer may provide to Customer.

7.6 Information on the releases of SAP Pioneer Software to which this LPC applies can be found in the SAP Pioneer Support Portal.

7.7 If the Customer has entered into multiple Order Forms referencing different versions of the LPC, the most recent version shall prevail and supersede all previously referenced LPC versions, ensuring consistent SAP Pioneer Maintenance and Support terms across all Order Forms entered into between the parties.