

SAP Pioneer Supplemental Terms for Software and Maintenance (“Software Terms”)

1. Software Delivery

1.1 SAP Pioneer will deliver the Software in accordance with the Documentation and the Order Form via electronic download from a network. Customer is responsible for downloading the Software. Fees include costs of such electronic delivery. The electronic delivery shall be deemed completed at the time SAP Pioneer makes the Software available for download and informs Customer accordingly. Risk shifts to the Customer at the time of such electronic delivery.

1.2 SAP Pioneer will provide Maintenance as specified in the Order Form and in accordance with the LPC.

1.3 Customer will ensure that it installs the Software on IT systems that meet the minimum requirements established by SAP Pioneer in the SAP Pioneer Materials. It is Customer's responsibility to ensure the proper operation of the necessary IT systems, and if needed, ensure such proper operation by means of maintenance agreements with third parties.

1.4 Customer will contribute to the successful delivery and Maintenance of the Software by ensuring proper availability of Customer's employees, workspaces, IT systems, data, and telecommunications equipment as reasonably required for the delivery and Maintenance processes. Customer will grant SAP Pioneer direct and remote access to the Software and IT systems for the purposes of facilitating the delivery of SAP Pioneer Maintenance and Support of the Software.

2. License Grant

2.1 License. Customer licenses the Software listed in the Order Form for the Licensed Volume specified therein. The Use Terms apply with respect to the licenses granted in the Order Form.

2.1.1 Subject to Customer's, Customer's Affiliates' and Business Partners' compliance with all the terms and conditions of the Agreement (including, without limitation, the Use Terms), and in accordance with the license Specifications in the Order Form, SAP Pioneer grants to Customer a non-exclusive, non-transferable, perpetual license (to the extent that the Order Form specifies that Customer has been granted a Perpetual License) or term license (to the extent that the Order Form specifies that Customer has been granted a Subscription License) to Use the Software, Documentation, and other SAP Pioneer Materials. The license shall be Used within the Territory to run Customer's and its Affiliates' business operations (including Customer back-up and passive disaster recovery) and to provide internal training and testing for such business operations, unless terminated in accordance with the terms of the Agreement. In accordance with section 3 (Modification/ Add-ons) of the Use Terms, Customer may make Modifications and/or Add-ons to the Software in furtherance of its permitted Use under the Agreement and is permitted to use Modifications and Add-ons with the Software in accordance with this section 2.1 (License) and section 3 (Modification/Add-ons) of the Use Terms.

2.1.2 Customer must not: (i) use the SAP Pioneer Materials to provide services to any third parties (e.g., business process outsourcing, service bureau applications or third party training) other than to its Affiliates; (ii) lease, loan, resell, sublicense or otherwise distribute the SAP Pioneer Materials, other than distribution to its Affiliates; (iii) distribute or publish keycode(s); (iv) make any use of or perform any acts with respect to the SAP Pioneer Materials other than as expressly permitted in accordance with the terms of the Agreement; and/or; (v) 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.

2.1.3 Customer agrees to install the Software only on information technology devices located at Customer's facilities and/or in Customer's direct possession. In case Customer wishes to outsource the operation of the Software for the purpose of running the Software for Customer's business operations on information technology devices that are located at the facilities and/or in direct possession of a Business Partner, Customer must: (i) seek for SAP Pioneer's prior written consent; (ii) provide reasonable business grounds for the request; and (iii) ensure that, subject to confidentiality obligations, the Business Partner complies with the applicable terms and conditions agreed between Customer and SAP Pioneer concerning the license of the Software and with any Documentation provided by SAP Pioneer. The Parties may agree on a list of pre-approved Business Partners in the applicable Order Form, in which case SAP Pioneer's prior written consent under item (i) of this subsection 2.1.3 shall be deemed granted for outsourcing the operation of the Software to such pre-approved Business Partners.

2.1.4 Customer must have the appropriate Software license and must ensure that any individuals who Use the Software, including employees or agents of Affiliates and Business Partners are compliant with the Use Terms. Use may occur by way of an interface delivered with or as a part of the Software, a Customer or third-party interface, or another intermediary system. A breach by an Affiliate and/or by a Business Partner of the Use Terms will be considered a breach by Customer.

2.1.5 Customer may permit Business Partners to Use the Software only through screen access, solely in conjunction with Customer's Use, and may not Use the Software to run any of Business Partners' business operations.

2.1.6 If Customer receives a licensed Software that replaces a previously licensed Software, its rights under the Agreement with regard to the previously licensed Software end when it deploys the replacement Software for Use on productive systems following a reasonable testing period. Once this replacement occurs, the rights in and over the previously licensed Software end, provided that Customer shall continue to comply with section 4 (Intellectual Property Rights) of these Software Terms with respect to such previously licensed Software.

2.1.7 Customer shall thoroughly test the Software for defects prior to commencing its Use in a production system.

2.1.8 The terms and conditions of the Agreement applicable to Software apply to Third Party Software as well except that Customer is not allowed to make Modifications and/or Add-ons to Third Party Software or otherwise modify Third Party Software unless expressly authorized by SAP Pioneer.

2.2 If a Customer's Affiliate has a separate agreement for Software and/or SAP Pioneer Maintenance and Support with SAP Pioneer or an Affiliate of SAP Pioneer or any other distributor of Software, the Software must not be used in relation to such Customer or their Affiliate(s) business operations and such Customer's Affiliate(s) must not receive any SAP Pioneer Maintenance and Support under this Agreement, unless otherwise agreed to in writing by the parties.

3. Verification

3.1 SAP Pioneer must be notified in writing of any Excess Use and Customer must conclude a separate agreement with SAP Pioneer for the any additional or Excess Use of the Software.

3.2 SAP Pioneer will be permitted to conduct a license verification (at least once annually and in accordance with SAP Pioneer standard procedures, which may include a Customer self-declaration and/or an on-site and/or remote verification) of the usage of the SAP Pioneer Materials. Customer will reasonably cooperate in the conduct of such verification. In the event such verification reveals that Customer has underpaid license Fees and/or SAP Pioneer Maintenance Fees to SAP Pioneer and/or Customer's Use of the Software has resulted in Excess Use, Customer shall pay such underpaid Fees for such Excess Use based on SAP Pioneer's current prices in effect at the time of the verification, and will execute an additional Order Form to reflect the required licensing corresponding to any Excess Use. Reasonable direct costs of SAP Pioneer's verification will be paid by Customer if the results indicate Excess Use. SAP Pioneer reserves all rights with respect to both Customer's underpayment of Software Fees and/or SAP Pioneer Maintenance Fees and Excess Use of the metrics or sale units.

4. Intellectual Property Rights

4.1 SAP Pioneer Materials and all Intellectual Property Rights embodied therein, including techniques, knowledge, concepts, frameworks, methodologies, analytical tools, generative tasks, table semantics, industry data and insights or processes (including without limitation, to address a requirement of or in collaboration with Customer), shall be the sole and exclusive property of SAP Pioneer, SAP Pioneer GmbH, their Affiliates or licensors subject to any rights expressly granted to Customer in section 2 (License Grant) and this section 4 (Intellectual Property Rights). Except for the rights set forth explicitly in these Software Terms and in the LPC, Customer is not otherwise permitted to modify or make derivative works of the Software or other SAP Pioneer Materials. Customer agrees to execute and to ensure its Affiliates and Business Partners execute such documentation as reasonably necessary to secure SAP Pioneer's or SAP Pioneer GmbH's or their Affiliates' title over such rights.

4.2 Protection of Rights. Customer shall not copy, translate, disassemble, decompile, nor reverse engineer the Software or other SAP Pioneer Materials. Customer shall not create or attempt to create the source code from the object code of the Software or other SAP Pioneer Materials, circumvent or endanger the operation or security of the Software or other SAP Pioneer Materials. Customer is permitted to back-up data in accordance with good information technology practices and to create the necessary back-up copies of the Software for the purposes of any data back-ups. Back-up copies must be expressly marked as "back-up copies" and bear the same copyright and authorship notices as the original discs or other data media, unless it is not technically feasible to do so. Customer must not change or remove SAP Pioneer's copyrights, trademarks and authorship notices.

5. Warranty.

5.1 Software warranty. In addition to the representation and warranties set forth in section 5 (Representations and warranties) of the GTC, SAP Pioneer warrants that the Software will substantially conform with the

Documentation in the following way: (i) for a Perpetual License for six (6) months following delivery and (ii) for a Subscription License for the Term set out in the Order Form.

5.2 Software warranty exclusions. The warranty established in section 5.1 (Software warranty) shall not apply: (i) if the Software is not used in accordance with the Agreement; or (ii) if the defect is caused by a Modification or Add-on (other than a Modification or Add-on made available by SAP Pioneer and which is provided through SAP Pioneer Maintenance or under warranty), Customer or third-party software; or (iii) to any defects arising out of Customer unlicensed activities; or (iv) to defects or errors resulting from negligence in the use of the Software by the Customer, its Affiliates, Business Partners and/or Representatives. SAP Pioneer does not warrant that the Software will operate uninterrupted or that it will be free from minor defects or errors that do not materially affect its performance, or that the applications contained in the Software are designed to meet all of Customer's business requirements. SAP Pioneer does not perform any kind of data back-ups of any kind of data and/or program.

5.3 Software warranty remedies. Provided that Customer notifies SAP Pioneer in writing with a specific description of the Software's defects within the warranty period established in section 5.1 (Software warranty) and SAP Pioneer validates the existence of such defect, SAP Pioneer will, at its option: (i) provide a new Software version that is free of defects, or (ii) eliminate the defect. Customer will provide such notice without undue delay after becoming aware of the defect. If SAP Pioneer fails to remedy the defects or provide the alternative Software version to the Customer within a reasonable period of time, the Customer may at its option, during the warranty period established in section 5.1 (Software warranty), either (i) receive a refund of pre-paid Subscription Fees for the defective portion of the Software; or (ii) receive a proportional reduction of the Maintenance Fees associated with the defective Software. SAP Pioneer may also eliminate a defect by indicating to Customer a reasonable way to avoid the effect of the defect. This section 5.3 (Software warranty remedies) contains Customer's sole and exclusive remedy for any warranty breaches under section 5.1 (Software warranty).

5.4 Express Disclaimer. To the maximum extent permitted under applicable law, SAP Pioneer and its licensors disclaim all other warranties express or implied, including without limitation, any implied warranties of merchantability, merchantable quality or fitness for a particular purpose except to the extent that any warranties implied by law cannot be validly waived.

6. Claims on Third Party Software

To the maximum extent permitted under applicable law, with respect to any Third Party Software, under no circumstances and regardless of the nature of any claim will SAP Pioneer or its licensors' be liable for: (i) damages in excess of the license Fees paid in relation to such Third Party Software directly causing the damage; and/or (ii) any and all special, incidental, consequential, or indirect damages including but not limited to loss of good will or profits, ex-gratia payments, anticipated savings, work stoppage, data loss, computer failure or malfunction, attorneys' fees, court costs, interests or any exemplary or punitive damages.

7. Provisions for SAP Pioneer Maintenance

7.1 Maintenance for Perpetual Licenses. SAP Pioneer Maintenance and Support is provided in accordance with a separate SAP Pioneer Maintenance agreement which is a part of the Order Form.

7.2 Maintenance for Subscription Licenses. SAP Pioneer Maintenance and Support, as contractually agreed in the Order Form, is deemed part of the subscription and are provided for the duration of the Term of the Subscription License.

7.3 SAP Pioneer provides the SAP Pioneer Maintenance and Support during the life cycle of the Software and in accordance with its release strategy (which might include the current version of the Software as well as previous versions, if applicable). It can be accessed on the SAP Pioneer Support Portal. Maintenance for Third Party Software by SAP Pioneer may require the use of support services of the respective third party vendors. If these third party vendors no longer provide the required support services to SAP Pioneer, SAP Pioneer will have a right to partially terminate the SAP Pioneer Maintenance and Support for any concerned Third Party Software with at least three (3) months' prior written notice to the Customer.

7.4 In the event that Customer chooses not to obtain SAP Pioneer Maintenance and Support for Software at any time, but subsequently chooses to obtain SAP Pioneer Maintenance, Customer must pay the entire SAP Pioneer Maintenance Fees that it would have had to pay if the SAP Pioneer Maintenance and Support was purchased as of the date of delivery of Software, in order to obtain the current Software status. The arrears payments are due and payable immediately (without any reductions) based on SAP Pioneer's then-current prices.

7.5 As long as SAP Pioneer offers SAP Pioneer Maintenance and Support and Customer purchases SAP Pioneer Support and Maintenance for any Software, all Software licensed to the Customer must be covered by the SAP Pioneer Maintenance and Support. Customer must always have all of its installations of the Software for which SAP Pioneer offers SAP Pioneer Maintenance and Support (including respective

subsequent additionally licensed Software) fully covered by SAP Pioneer Maintenance and Support or terminate the SAP Pioneer Maintenance and Support completely. This provision also includes Third Party Software, for which SAP Pioneer offers SAP Pioneer Maintenance and Support. For any additional Software license contracts, the SAP Pioneer Maintenance and Support will be adjusted accordingly based on the applicable license Specifications of the additional Software contracts.

7.6 The Customer can opt for the available Additional Support Options either separately or as a bundle as defined in the LPC. In the event Customer provides notice of termination of the relevant Additional Support Options within the time frames indicated under section 8.4 (Additional Support Options) of these Software Terms. (as of the commencement of the Renewal Term that immediately follows such notice) any incidents post such termination will be handled according to the Standard Support Model as described in Part 3, section 2 of the LPC.

7.7 SAP Pioneer may, from time to time and in its discretion, amend the scope of the SAP Pioneer Maintenance and Support in accordance with Section 7.1 of Part 3 (Maintenance and Support) of the LPC.

8. Term and Termination

8.1 Perpetual License. The Perpetual License becomes effective on the Effective Date of the Order Form and will continue in effect thereafter unless terminated by Customer for any reason upon at least thirty (30) Business Days' prior written notice to SAP Pioneer. The termination shall become effective only after Customer fulfills the payment of all Software and SAP Pioneer Maintenance Fees then due and owing for the current Term. In addition to the rights under this section 8.1 (Perpetual License), the Perpetual License may only be terminated in accordance with section 4 (Term and termination) of the GTC or section 8.5 of these Software Terms.

8.2 Subscription License. The Subscription License is effective for the initial Subscription Term ("Initial Term") as specified in the Order Form. Unless otherwise stated in the Order Form, the Initial Term of each Order Form is thirty-six (36) months. Thereafter, each Subscription License will automatically renew for successive periods of the Renewal Term unless a party gives at least three (3) months' prior written notice to the other party of its intention not to renew the Subscription License. Unless otherwise stated in the Order Form, the Renewal Term of each Order Form is twelve (12) months. In addition to the termination rights under this section 8.2 (Subscription License), the Subscription License may only be terminated in accordance with section 4 (Term and termination) of the GTC or section 8.5 of these Software Terms. Termination of the Order Form strictly applies to all Software licensed under the Order Form. Any partial termination of an Order Form is not permitted.

8.3 SAP Pioneer Maintenance. Unless otherwise stated in the Order Form, SAP Pioneer Maintenance and Support begins on the first day of the calendar month following the Effective Date of the Order Form and continues until 31 December of the following year except for when the start date is 1 January, in which case SAP Pioneer Maintenance and Support continues until 31 December of the same year ("Maintenance Initial Term"). Thereafter, SAP Pioneer Maintenance and Support automatically renews for successive twelve (12) month periods ("Maintenance Renewal Term") unless a party gives at least three (3) months' prior written notice to the other party of its intention not to renew the SAP Pioneer Maintenance and Support. Subject to the rights to terminate under this section 8.3 (SAP Pioneer Maintenance), the SAP Pioneer Maintenance and Support may only be terminated in accordance with section 4 (Term and termination) of the GTC or section 8.5 and section 7 (Provisions for SAP Pioneer Maintenance Service) of these Software Terms. Termination of SAP Pioneer Maintenance and Support strictly applies to all Software licensed. Any partial termination of SAP Pioneer Maintenance and Support is not permitted.

8.4 Additional Support Options. Additional Support Option begins on the first day of the calendar month following the Effective Date of the Order Form and runs until 31 December of the following year except for when the start date is 1 January, in which case the Additional Support Option runs until 31 December of the same year ("Additional Support Options Initial Term"). Thereafter, the Additional Support Option automatically renews for successive periods of twelve (12) months ("Additional Support Options Renewal Term") unless a party gives at least three (3) months' prior written notice to the other party of its intention not to renew the Additional Support Option. Subject to the rights to terminate under this section 8.4, the Additional Support Option may only be terminated in accordance with section 4 (Term and Termination) of the GTC or section 8.5 of this Software Terms. The Additional Support Options can be terminated independently of the SAP Pioneer Maintenance and Support.

8.5 Without prejudice to any other rights or remedies, SAP Pioneer is entitled to immediately terminate the Order Form at any time upon written notice if the Customer commits a breach of any of the following: (i) section 4 (Intellectual Property Rights) of these Software Terms, (ii) the Use Terms of the LPC or, (iii) section 5 (Customer's Responsibilities) of Part 3 Maintenance and Support of the LPC (provided that Customer obtains SAP Pioneer Maintenance and Support).

8.6 Survival. In addition to the provisions established in section 4.7, b) of the GTC, in the event of any termination hereunder, the following sections of these Software Terms shall survive: section 3 (Verification), section 4 (Intellectual Property Rights), section 5.4 (Express Disclaimer) and section 6 (Claims on Third Party Software). Section 3 (Verification) shall survive for an additional period of three (3) years after termination of the Agreement unless a longer period is permitted under applicable law. The rest of the provisions mentioned in this section 8.6 (Survival) shall survive indefinitely after termination of this Agreement.