General Terms and Conditions for Works and Services

(SAP Philippines Inc /2013/06/12)

1. Applicability

These SAP Philippines Inc. (SAP) General Terms and Conditions for Works and Services ("Purchase Terms") apply exclusively to all works and services provided by Supplier. They also apply for future business relationships with Supplier including relationships for which they are not expressly agreed. These Purchase Terms shall apply exclusively. Contrary terms and conditions and other contrary provisions tendered by Supplier are expressly rejected. These Purchase Terms include referenced Exhibits A-F which are attached hereto and made a part of these Purchase Terms.

2. Services and General Principles

2.1 Subject to the terms and conditions of these Purchase Terms, Supplier agrees to provide services ("Services") that qualify as work deliverables ("Work Deliverables") or as service deliverables ("Service Deliverables"), which are set forth in i) a Purchase Order ("PO") and ii) a Statement of Work ("SOW") that references these Purchase Terms. The parties agree that in each instance in which provisions of the SOW contradict or are inconsistent with the provisions of these Purchase Terms, the provisions of the SOW shall prevail and govern. Place of delivery will be Philippines, unless otherwise specified. The qualification of the Services provided by the Supplier will be stated in the Services description of the SOW.

2.2 Supplier shall sign all documents and perform any action reasonably required or desirable to give effect to these Purchase Terms and will procure its officers, employees and agents to do the same.

In addition to and notwithstanding any other obligation under these Purchase Terms or any SOW, Supplier shall co-operate with SAP in good faith in the pursuit of SAP's business objectives relevant to these Purchase Terms.

Further Supplier shall, without undue delay, consult with SAP on any matter which may materially affect the performance by the Supplier of its obligations under these Purchase Terms.

3. Compensation / Taxes

3.1 Supplier agrees to be compensated and reimbursed for Services provided in accordance with the description specified and pricing methodologies set forth in the SOW. Prices shall not vary unless mutually agreed in writing by both parties. Supplier will not commence any Services for SAP or incur any related expenses unless it has received an SAP purchase order expressly authorizing such Services or expense..

3.2 SAP will pay only those undisputed fees that are expressly authorized, and do not exceed the maximum total fees and costs stated in the applicable SOW. Unless otherwise specifically agreed to in writing (i.e., in an SOW), Supplier will invoice SAP each month for the services rendered during the preceding month. Each invoice must relate to only one order. Unless otherwise agreed in writing, it must be sent separately for each Purchase Order to the invoice address indicated on the PO after the Sevices have been performed. Except as otherwise agreed, the payment period commences on the later of the day after receipt of verifiable invoice (evidenced by the mailroom receipt stamp) or the day on which the contract goods, works, and services are received from Supplier at the appointed place. The payment period is sixty (60) calendar days. Supplier shall grant 2% cash discount in respect of payments made within thirty (30) days, unless otherwise agreed. For the purposes of qualification as payment within the prescribed period, payment is deemed made when SAP's bank receives the transfer order. Supplier is not entitled to any other compensation or fees for any other services. For each calendar week, unless otherwise agreed, Supplier shall without delay provide to SAP a written activity report showing details of the person, time worked, location of work, and activities for labor hour SOWs. For milestone deliverables reports shall be submitted as required in the SOW.

3.3 Except as the applicable SOW may otherwise specify, within 30 days following the month when fees accrue, Supplier must submit an invoice to SAP at the address indicated in the applicable SOW or the related PO or any other address that SAP may designate in writing from time to time. Invoices must specify the following: 1) these Purchase Terms; 2) the applicable SOW by project, and start date; 3) SAPs' PO number; and 4) the milestones, deliverables and services to which the fees relate.

3.4 Supplier must provide supporting documentation along with the invoice and other information that SAP may reasonably request to verify the accuracy of any fees. No provision or term of any invoice may alter the term of any SOW or these Purchase Terms.

3.5 SAP will pay only those charges that are expressly authorized, and do not exceed the maximum total fees and costs stated, in the applicable SOW and for which the Services relate.

3.6 Each party shall be responsible for the payment of its own income taxes. Respectively all taxes based on income that are imposed or may be imposed during the term of the agreement, will be borne by the Supplier. If SAP is required to withhold income or corporation tax or a similar tax from any payment to the Supplier under this Agreement SAP shall be entitled to withhold or deduct such tax from the gross amount to be paid.

3.7 Unless indicated otherwise all prices include transportation, insurance, installation, and instruction. Invoices must show all taxes, customs duties and other charges separately. Invoices issued by the Supplier have to meet all criteria required by the applicable law.

3.8 Expenses will only be reimbursed in accordance with Section 13 below.

If Supplier is participating in the SUS program, the following terms shall apply: Supplier shall participate in SAP´s electronic billing process (credit process) and use SAP´s electronic billing tool for the invoicing of rendered Services. Sections 3.1. to 3.8 shall apply to the credit process accordingly. Upon Supplier's written request SAP will provide further information about the credit process. Invoices issued by the Supplier have to meet all criteria required by the applicable law.

If Supplier is participating in the Ariba program, the following terms shall apply: Supplier shall participate in Ariba Network´s electronic billing tool for the invoicing of rendered Services. Sections 3.1. to 3.8 shall apply to the credit process accordingly. Upon Supplier's written request SAP will provide further information about the invoicing process. Invoices issued by the Supplier have to meet all criteria required by the applicable law.

4. Changes in the Services

SAP may, at any time, order additions, deletions, or revisions in the Services. All such changes to the Services shall be executed as Change Orders (defined below) in accordance with the procedures as set forth in this Section 4. Change Orders when properly executed will authorize these additions, deletions or revisions. Upon receipt of a properly executed Change Order, Supplier shall proceed with the change in Services in accordance with the terms of these Purchase Terms or as otherwise provided in the Change Order.

4.1 The following procedure will be used to control all authorized changes ("Change Orders"), whether requested by Supplier or SAP. Supplier shall contact the SAP Project Manager to initiate the Change Order.

4.1.1 All requests for change ("RFC") initiated by the Supplier to the SOW must be made in writing and shall be submitted by the appropriate Suppliers Project Manager. Each request should contain the following information:

a) Reason for change;

b) Impact, if any, on existing deliverables and/or definition of additional deliverables;

c) Estimated impact, if any, on Project schedule; and

d) Estimated change, if any, in Project fees.

4.1.2 All RFCs must be submitted to the appropriate SAP Project Manager. The SAP Project Manager shall review and accept or reject the RFC. If rejected the RFC shall be returned to the submitting party with written reasons for rejection and, as appropriate, any alternatives.

4.1.3 All approved RFCs will be incorporated as Change Orders into the SOW via a separate written amendment. Supplier will not perform any Services outside of the SOW until both parties have executed the Change Order amendment.

5. Supplier Personnel

Supplier employees, as well as approved subcontractors, agents, and/or other representatives that render Services hereunder (collectively "Supplier Personnel") shall remain, at all times, in the employ or at the direction of Supplier and shall not be deemed

employees of SAP for any purpose. These Purchase Terms do not authorize in any manner Supplier to contract in the name of or on behalf of SAP, or to hire persons as employees of SAP, or to otherwise act on behalf of, or hold itself out as an agent or representative of SAP. Supplier agrees that in the performance of these Purchase Terms it shall act as independent contractor for all purposes of any kind whatsoever and all of Supplier's Personnel shall be subject solely to the control, supervision and authority of Supplier except as may otherwise be mutually agreed upon by the parties. Supplier shall supervise, perform or cause to be performed all Services to be accomplished by Supplier Personnel as further described in the SOW. Supplier agrees to be responsible for and will indemnify SAP for all employment, withholding or other tax liabilities of any kind or nature arising in respect of Supplier Personnel, the Services, or amounts paid pursuant to these Purchase Terms.

Supplier shall ensure Supplier Personnel are trained and experienced so as to properly perform the Services. SAP shall have the right to require that particular Supplier Personnel be assigned to perform the Services. Further, SAP may, at any time, request in its sole discretion that Supplier Personnel be removed or replaced hereunder, and Supplier shall promptly replace said Supplier Personnel with new Supplier Personnel acceptable to SAP.

6. Confidential Information

6.1 As used herein, "Confidential Information" shall mean all information which SAP protects against unrestricted disclosure to others, furnished by SAP or its Representatives (defined below) to Supplier or its Representatives, including but not limited to, information that is related to: (a) the business plans or operations of SAP; (b) the research and development or investigations of SAP; (c) the business of any customer or partner of SAP; (d) SAP's properties, employees, finances, operations; (e) any information about or concerning any third party (which information was provided to SAP subject to an applicable confidentiality obligation to such third party); (f) software and related documentation ("SAP's Software") including the following information regarding SAP's Software: (i) computer software (object and source codes), programming techniques and programming concepts, methods of processing, system designs embodied in SAP's Software; and (ii) discoveries, inventions, concepts, designs, flow charts, documentation, product specifications, application program interface specifications, techniques and processes relating to SAP's Software; and (g) product offerings, content partners, product pricing, product availability, technical drawings, algorithms, processes, ideas, techniques, formulas, data, schematics, trade secrets, know-how, improvements, inventions (whether patentable or not), marketing plans, forecasts and strategies.

6.2 Supplier shall not reproduce the Confidential Information in any form except as required to accomplish the intent of these Purchase Terms. Any reproduction of any Confidential Information of SAP shall remain the property of SAP and shall contain any and all confidential or proprietary notices or legends which appear on the original. Supplier: (a) shall take all reasonable steps (defined below) to keep all Confidential Information strictly confidential; (b) shall not disclose or reveal any Confidential Information to any person other than to its Representatives on a need-to-know basis and only to the extent necessary to effect the provisions of these Purchase Terms. As used herein "reasonable steps" means those steps Supplier takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care. As used herein, "Representatives" shall mean Supplier Personnel; or (ii) Supplier's attorneys, accountants, or other professional business advisors. Supplier shall be responsible for any breach of the terms of these Purchase Terms by it or its Representatives.

6.3 The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (a) is independently developed by Supplier without reference to the Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (b) has become generally available to the public without breach of these Purchase Terms by Supplier; (c) at the time of disclosure to Supplier was known to such party free of restriction; or (d) SAP agrees in writing is free of such restrictions.

6.4 In the event Supplier or any of its Representatives provides SAP with comments or suggestions regarding, or for the creation, modification, correction, improvement or enhancement of SAP's Software and/or other SAP products or services ("Feedback"), Supplier grants to SAP a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license, with the right to sublicense to SAP's licensees and customers, under all relevant Supplier Intellectual Property Rights (defined below), to use, publish, and disclose such Feedback in any manner SAP chooses and to display, perform, copy, make, have made, use, sell, and otherwise dispose of SAP's and its sub licensee's products or services embodying Feedback in any manner and via any media SAP chooses, without reference to the source.

6.5 In the event that Confidential Information is required to be disclosed pursuant to any court or government action or regulation, the compelled Supplier Representative must: (1) promptly notify SAP of the requirement in order to allow the disclosing party to assert any objections, exclusions, exemptions, or protective measures, (2) use diligent efforts to limit disclosure and to obtain confidential treatment or a protective order, and (3) allow the disclosing party to participate in the disclosure proceeding.

6.6 Without prejudice to the rights and remedies otherwise available to SAP, SAP shall be entitled to equitable relief by way of injunction or otherwise if Supplier or any of its Representatives breach or threaten to breach any of the provisions of these Purchase Terms. Supplier acknowledges the highly confidential nature of the Confidential Information, and that the unauthorized disclosure of such will give rise to irreparable injury to SAP, such injury being inadequately compensable in damages.

7. Intellectual property - SAP Global IP Policy

7.1 Supplier assigns to SAP all intellectual and industrial property rights and title in and to all works and inventions created in performance of or under this contract at the time they come into being. Supplier undertakes to give all notices and sign all documents necessary or appropriate to give effect to and register such assignment in SAP's favor where SAP is so entitled.

7.2 Where such assignment is not possible, Supplier grants to SAP full exclusive assignable, perpetual, irrevocable, worldwide license and rights to use and exploit such works and inventions for any purpose. This includes, without limitation, comprehensive assignable, perpetual, irrevocable, exclusive worldwide right to use and exploit any work to which rights of authorship and copyright attach. It also includes, without limitation, the right to copy, change, process, translate, and market, whether by way of leasing, renting, or otherwise, any such work or invention and to grant such rights to others.

7.3 Agreed assignments and/or license grants take effect immediately when the work or invention is made. SAP hereby accepts such assignment of title to or, as the case may be, grant of rights in the work or invention.

7.4 Supplier expressly waives the right to be identified as the author of the works.

7.5 Supplier must ensure that its contracts with its employees and/or subcontractors contain intellectual property provisions that have the effect that Supplier's assignments, license grants and/or waivers herein do not conflict with the intellectual and commercial property rights of its employees and/or subcontractors and are not prevented or encumbered by these rights of its employees and/or subcontractors. Supplier must, at SAP's request, show to SAP that such contracts have been concluded with all employees and subcontractors assigned to the project.

7.6 Only SAP is entitled to apply for patents and other protection in respect of works created and inventions made under this contract. SAP may, at its discretion, pay compensation to Supplier's employees and subcontractors for work toward making inventions or creating works that become the subject of an application for patent or other protection.

7.7 Immediately on completion of contract work or provision of contract service or, as the case may be, when the contract ends, Supplier must make available to SAP all material and information recorded on electronic or other media that is needed for full enjoyment of SAP's rights in 7.1 above.

7.8 Supplier guarantees that no contract material, work, or service, or its use, infringes the right of authorship, copyright, patent, trade secret, or other intellectual or industrial property right of any other party.

7.9 Supplier will, at its own expense, defend SAP and SAP's customers from and against all third-party claims brought against SAP and SAP's customers arising out of intellectual and industrial property right infringements including without limitation infringement of any copyright, authorship, patent, trade secret, or other intellectual or industrial property right of any third party. Supplier must indemnify SAP and SAP's customers and hold SAP and SAP's customers harmless in respect of all damages and judgments arising out of such infringement as well as in respect of other related expenditure.

7.10 Supplier must notify SAP in writing without delay if the SAP requirements in the description or associated drawings of the works and/or services, or in the technical specifications or other documents describing the Services could lead to the infringement of any third-party intellectual or industrial property right and must otherwise indemnify

SAP and SAP's customers and hold SAP and SAP's customers harmless in respect of any and all claims brought against SAP by third parties in connection with the infringement of such rights. The parties also undertake, each to the other, to inform one another promptly of all claims by third parties in respect of infringements of intellectual and industrial property and other rights arising out of the use of works created under this contract.

7.11 In addition to defending SAP against claims against SAP and SAP's customers, Supplier undertakes to provide replacement or modified works that do not infringe the intellectual or industrial property rights of any other third party including, without limitation, any right of authorship or copyright, or to acquire for SAP and SAP's customers the right to continue to use the works in the form in which they gave rise to the third-party claim.

7.12 The foregoing provisions are without prejudice to SAP's other rights in contract or law with respect to infringements of third-party intellectual and industrial property rights.

7.13 I If Supplier provides Competitive Information to SAP, Supplier shall at all time comply with the following restrictions as required by law.

For the purposes of this document, Competitive Information means information relating to an SAP competitor's products, services, business plans, and strategies. Competitive Information includes both information that is in the public domain or otherwise lawfully available, in which SAP has legitimate interest, as well as information about business or trade secrets of other companies that is confidential, proprietary or otherwise restricted and protected as intellectual property, in which SAP has no interest.

These restrictions apply to all methods of obtaining or providing Competitive Information, notwithstanding whether the information is spoken, printed, or electronic, or takes the form of speech, text, code, or graphics, and whether access includes viewing, hearing, analyzing, discussing, summarizing, copying, forwarding, downloading, or storing such information.

These restrictions are illustrative, not exhaustive. Partners, Contractors, and third parties with any questions regarding application of IP law to their SAP-related activities should contact their legal representative for advice and assistance.

- Supplier shall only provide Competitive Information that is obtained lawfully and ethically.
- Under no circumstances shall Supplier provide Competitive Information to SAP unless it is in the public domain or otherwise lawfully available for transmission to SAP.
- In addition, if Supplier is exposed to Competitive Information, Supplier must act with the highest standards of business ethics at all times.
- In case of supplying lawfully available Competitive Information to SAP, Supplier must comply with all terms and conditions attached to or otherwise applicable to the Competitive Information, regardless of its source.
- In case of obtaining Competitive Information at trade shows, conferences or the like, Supplier must be aware of and strictly follow any legal notices or confidentiality agreements attendant to such information.
- Supplier cannot use false or misleading information to obtain Competitive Information which is provided to SAP.
- In case of obtaining information that may be confidential, proprietary or otherwise restricted or protected as intellectual property from an SAP competitor's system, software or websites, Supplier must abide by Terms of Use on the website, click wrap agreements or other written restrictions on such information.
- In case of gaining access to an SAP competitor's trade secrets, or any other information that may be confidential, proprietary or otherwise restricted or protected as intellectual property, Supplier must not, under any circumstances, provide that information to SAP.
- All restrictions applicable to accessing and providing SAP competitors' information apply to SAP information as well. In case of exposure to to SAP trade secrets or any other SAP information that may be confidential, proprietary or otherwise restricted or protected as intellectual property, Supplier must not under any circumstances provide that information to SAP competitors or third parties.

8. Warranty

8.1 Supplier warrants that its Services shall be performed consistent with generally accepted industry standards by Supplier Personnel qualified to perform the same and will be of a quality conforming to standards generally accepted by professionals in the field.

8.2 Supplier warrants that in the course of performing the Services hereunder, neither it nor Supplier's Personnel will violate or infringe any proprietary rights of a third party, including, without limitations, confidential relationships, trade secret, patent, trademark or copyright rights.

8.3 Supplier warrants that, in the course of performing under these Purchase Terms, neither it nor Supplier's Personnel or Representatives will disclose, transfer, or otherwise provide any third party confidential or proprietary information to SAP or any of SAP's Representatives.

8.4 Defects as to quality; Defects in title

8.4.1 Supplier warrants that the Services have the expressly agreed qualities, or, where no qualities have been agreed, that the Services are suitable for the use set out in the contract or otherwise for ordinary use, and that they have qualities that are ordinary Services of their type and that the ordering party can expect from Services of their type, and that no third-party rights are infringed by any grant to SAP of any right or authorization pursuant to Section 6 above.

8.4.2 SAP is entitled to the benefit of the full statutory warranties. The qualities in the description of the Services are guaranteed. Except where the law provides for a longer period, statutory warranties are barred not later than twelve (12) months after handover or acceptance. The warranty period will be extended by the amount of time for which the defective Services cannot be used for their intended purpose for reasons ascribable to Supplier. Supplier is willing in individual cases to accept a longer warranty period if desired by SAP's customer.

8.4.3 If the Services are redelivered, provided again, remedied in whole or in part, or replaced, the warranty period starts from the beginning for the redelivered, newly provided, replaced, or wholly or partly remedied Services.

8.5 SAP must examine the Services for apparent defects only (type/identity and quantity, any transportation damage, other outwardly visible damage). Otherwise SAP is released from the duties of examination and defect notification. The maximum time period for giving notice of defects must not be less than ten working days commencing on discovery of the defect.

9. Liability, Insurance

9.1 Supplier's liability is governed by the statutory provisions. In particular Supplier shall indemnify SAP and hold SAP harmless in respect of all claims brought against SAP by third parties in connection with contract Work Deliverables and/or Services or omissions or defects therein, and in respect of associated costs and expenditure. SAP shall notify Supplier in good time of any such claim brought by a third party and must not make any payment or admit any liability without consulting Supplier.

9.2 Supplier shall maintain at Supplier's expense all necessary insurance for Supplier's Personnel. In addition Supplier shall provide liability insurance for property damages, bodily injuries and financial losses with a limit of not less than €2.500.000 at Supplier's expense. A current certificate of Insurance issued by the insurer proving the before defined coverage is provide to SAP on demand. The Insurance companies that cover the before mentioned risks must be rated at a minimum of A VIII by Best, AA by Moody's and AA by Standard & Poors.

10. Termination; Rescission

10.1 Termination for Convenience. SAP may, by providing at least fifteen (15) calendar days prior written notice stating the extent and effective date, terminate any PO and/or any SOW for convenience in whole or in part at any time. Any termination of an SOW shall also compromise the termination of any PO(s) issued as related to the terminated SOW.

10.2 If an order is terminated or rescinded before completion, Supplier is entitled to receive the agreed remuneration only for those individual Services that Supplier has supplied and provided and SAP has accepted before communication of the termination or rescission notice.

Where SAP terminates for just cause for reasons for which Supplier is answerable, Supplier will be paid only for those individual Services that have been supplied and provided before communication of the termination notice and that SAP uses. All other claims of Supplier are excluded. This is without prejudice to any rights arising out of or in connection with SAP's termination or rescission of the order for reasons, for which Supplier is answerable, notably rights to compensation for loss or for additional work or expense. All title to and rights in parts of the Services for which remuneration is paid, vest in SAP.

10.3 Upon termination or rescission of the order, Supplier must without delay, without being asked, and in all cases within ten (10) days after the end of the contract return to SAP at Supplier's expense and risk all of the documents, discs, and any other information that SAP has provided to Supplier in any form whatsoever, or, if SAP so agrees, must destroy in an appropriate manner all such documents, discs, and other information and provide evidence of such destruction to SAP on demand.

10.4 This is without prejudice to the parties' right to terminate for just cause. Termination notice must be in written form.

10.5 SAP is entitled to immediately terminate a PO and/or SOW for just cause or to rescind, as appropriate, in any of the following cases (among others), namely:

- Supplier breaches its duties under these Purchase Terms, Section 7 "Intellectual Property", Section 6 "Confidential Information", Section 14 "Compliance with Statutes and Regulations"
- Despite written warning notice, Supplier's Services fail to exhibit the required quality
- During the term of the PO and/or SOW, Supplier works for a competitor of SAP or a competitor of SAP assumes a controlling interest in Supplier and in consequence thereof a risk of unauthorized disclosure of SAP expertise arises
- Insolvency proceedings are brought in respect of Supplier's assets or such proceedings are rejected because the assets are insufficient to cover their cost
- Supplier ceases making payments or providing Services and such ceasing is not temporary. SAP is entitled to rescind or terminate the PO and/or SOW as soon as an application to commence insolvency or composition proceedings is filed in court.

11. Evidence of performance; Acceptance

11.1 SAP will inform Supplier in writing if the Services concerned are complete and free of defects and exhibit the guaranteed qualities.

11.2 SAP must inform Supplier of its acceptance of Work Deliverables if the Work Deliverable concerned is complete and free of defects and if the nature of the works does not preclude acceptance. Depending on the nature of the Work Deliverable, partial acceptance may be possible. SAP's overall acceptance must not, however, be implied from acceptance of all or any parts. Insubstantial defects will not be grounds for withholding acceptance.

11.3 Performance of Service Deliverables must be evidenced by appropriate activity reports submitted by Supplier and countersigned by SAP; SAP must countersign them if the Service Deliverables have been performed in accordance with the contract and must not unreasonably refuse to sign or delay signing them.

11.4 If Supplier is in default of performance and if SAP shows with reasonable certainty that SAP has as a result suffered loss, SAP can without prejudice to its statutory rights demand liquidated damages of 5% of the net value of the order. Supplier retains the right to show that the loss did not actually occur or is significantly less than this amount.

12. Subcontracting or Assignment by Supplier

Supplier shall not subcontract or assign any portions of the Services or any monies due hereunder without the prior written approval of SAP. No approval by SAP to subcontract any of the Services shall relieve Supplier of any of its obligations under these Purchase Terms. Supplier shall be directly responsible for all Services performed by Supplier Personnel. Supplier is responsible to ensure that all of its contracts with all subcontractors contain provisions that are in conformity with and no less stringent than the provisions of these Purchase Terms. No provision of these Purchase Terms will be deemed to create a contractual relationship between SAP and any Supplier Personnel.

13. Authorized Travel / Expenses

No travel or other expenses are authorized under these Purchase Terms. If reimbursement of travel or other expenses is to be authorized it must be expressly included as part of an executed SOW. Even if expenses are authorized in an SOW, Supplier Personnel must conform to SAP Travel Policy for Suppliers available from SAP upon Suppliers request. SAP may change the SAP Travel Policy for Suppliers in its sole discretion form time to time without further notice to Supplier. SAP will only reimburse Supplier for authorized expenses which are in accordance with the current version of this policy which may be updated from time to time.

14. Compliance with Statutes and Regulations

Supplier warrants and certifies that in the performance of these Purchase Terms, it will comply with all applicable statutes, rules, regulations and orders including any federal, state or local political subdivisions, and including laws and regulations pertaining to labor, wages, hours and other conditions of employment; that wages paid will equal or exceed those provided by any applicable minimum wage determination; and that the services delivered hereunder shall be produced in compliance with any other applicable labor law. During the term of the PO and/or SOW, Supplier will comply with any applicable federal, state or municipal law or regulation governing non-discrimination and affirmative action in employment. Supplier warrants that it will be responsible for the payment of all applicable taxes due with respect to the Services.

15. Governing Law

The validity, interpretation and construction of these Purchase Terms shall be governed by and construed in accordance with laws of Philippines, without reference to its principles of conflict law, and without reference to the UN Convention on Contracts for the International Sale of Goods.

16. Trademarks

Without prior written approval from SAP, Supplier shall not be entitled to use any SAP trademarks and logos ("SAP Brand"). Supplier acknowledges SAP's sole ownership of SAP Brand and all associated goodwill, and that SAP retains all right, title, and interest in to the SAP Brand.

17. Retention of Records, Audit

All Supplier records pertaining to services provided under any SOW will be maintained for seven (7) years after the termination or completion of such services. If any audit being conducted in accordance with this Section raises issues, such records shall be maintained for as long as required for the resolution of the issues. Authorized representatives of SAP (including third party auditors engaged by SAP) shall have the right to conduct on-site audits of Supplier to the extent necessary to determine Supplier's compliance under these Purchase Terms and any SOW.

18. Notices

No amendment to, or change including changes made through the change request procedure, waiver or discharge of any provision of these Purchase Terms shall be effective unless it is in writing and signed by duly authorized representatives of both SAP and Supplier. No termination notice, reminder notice by either party, or notice by either party fixing a limited time period is valid unless it is in written form. Where written form is required under these Purchase Terms, that requirement can be met by facsimile transmission, exchange of letters, or other written form.

19. Force Majeure

Neither party shall be considered to be in default of these Purchase Terms because of a delay or failure in performance of its obligation resulting from any cause beyond its reasonable control (a "Force Majeure" condition), provided it gives reasonably prompt notice of the Force Majeure condition to the other party and uses reasonable efforts to mitigate the delay or failure.

20. Severability

The invalidity, illegality or unenforceability of any provision of these Purchase Terms shall not affect the validity, legality, or enforceability of any other provision of these Purchase Terms, which shall remain in full force and effect.

21. Binding Effect

These Purchase Terms shall inure to the benefit of and shall be binding upon Supplier and SAP and their respective successors and assigns.

22. Immigration Provisions

Supplier represents and warrants the Supplier has, or will obtain prior to the delivery of any Services pursuant to any SOW, at Suppliers sole cost and expense, any and all immigration documents, visas, clearances, permits and the like necessary and appropriate for the lawful rendition to SAP of the Services in the location or locations contemplated by these Purchase Terms. Upon SAP's reasonable request, Supplier shall provide legible copies of the foregoing immigration documents on the Suppliers that are scheduled to provide the Services including, by way of example and not limitation, H-1-B visas and I-9 forms. It is understood and agreed that the lawful immigration status of

Supplier and Supplier's Personnel and their right to perform is a material inducement for SAP to enter into these Purchase Terms with Supplier. Accordingly, Supplier agrees to indemnify and hold harmless SAP from any costs, expenses, fines, judgment or liability (including reasonable attorney fees) arising out of any breach of such representation and warranties by Supplier. SAP reserves the right to audit all immigration documents provided to SAP upon reasonable notice.

23. Data Protection

If and when personal data in the meaning of the European Union Data Protection Act Directive 95/46/EC is processed on behalf of SAP or SAPs customers Supplier shall adhere to all applicable Data Protection Laws, including but not limited to the German Data Protection Act and the European Union Data Protection Directive. Supplier will notify SAP with undue delay prior to any personal data processing so that SAP and Supplier can prior any processing close an appropriate agreement covering such processing.

24. Conflict of Interest

Supplier confirms that prior to the execution of the PO and/or the SOW it has disclosed to SAP in writing, any family, personal or other relationships between Supplier and SAP (including either party's owners, officers, directors, employees, other personnel or agents), as well as any other situation that could potentially compromise Supplier or SAP business decisions or result in or appear to result in a conflict of interest. Subsequently, if a change in circumstance could result in or appear to result in a conflict of interest, Supplier will notify SAP in writing immediately.

25. Publicity / Press

Supplier must not publish or use any SAP Brand in connection with any announcement, advertisement, publication or presentation, sales, promotion, press releases, and other publicity relating to these Purchase Terms without SAP prior written approval. This approval may be arbitrarily withheld.

26. Purchasing Ethics

Supplier agrees to adhere to the UN Global Compact's 10 principles in the areas of human rights, labor, the environment and anti-corruption. Those principles are available under www.unglobalcompact.org.

27. Entire Agreement

These Purchase Terms, including all applicable SOW(s) thereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter.

SAP Philippines Inc.