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General Terms and Conditions

SAP Deutschland AG & Co KG

("GTC")

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Except as otherwise agreed, in any contractual relationship in which SAP Deutschland AG & Co. KG (herein "SAP") provides or supports SAP Software to another company or public-law entity or special fund (herein: "Licensee"), only these GTC and the provisions of SAP's List of Prices and Conditions SAP Software and Support in the version valid at the time the contract is concluded ("LPC") apply.

They apply to precontractual relations accordingly. The following terms and conditions of these GTC relative to "SAP Software" apply to SAP provided Third Party Software accordingly, except as otherwise stated in the Software Agreement or the LPC.

1. DEFINITIONS.

1.1 "Add-on" means any software developed by Licensee or by a third party on Licensee's behalf communicating with the Software via SAP APIs that adds or supplements new and independent functionality to SAP Software, but does not constitute a Modification (as defined in section 1.8).

1.2 "API" means SAP's application programming interfaces, as well as other SAP code that allow other software products to communicate with or call on SAP Software (for example, SAP Enterprise Services, BAPIs, IDocs, RFCs and ABAP or other user exits) provided under the Software Agreement.

1.3 "Affiliate" means any legal entity that is affiliated with another company within the meaning of the German Stock Corporation Act (AktG), section 15.

1.4 "Business Partner" means a legal entity that requires access to the SAP Software in connection with Licensee's internal business operations, such as customers, distributors and/or suppliers of Licensee.

1.5 "Confidential Information" means all information which SAP or Licensee protect against unrestricted disclosure to others, or that are deemed confidential according to the circumstances of their disclosure or their content. In any case, the following information is considered to be Confidential Information of SAP: the SAP Software, programs, tools, data and other material, that SAP provides to Licensee before or on the basis of the Software Agreement.

1.6 "Documentation" means SAP's documentation pertaining to SAP Software which is delivered or made available to Licensee with the Software.

1.7 "IP Rights" ("Intellectual Property Rights") means without limitation any patents and other rights to inventions, copyrights, trademarks, trade names and service marks and any other intangible property rights and all related rights of use or commercialization.

1.8 "Modification" means any reworking of SAP Software developed by Licensee or by a third party on Licensee's behalf within the meaning of the German Copyright Act (UrhG) section 69c Nr.2, e. g. changes to the delivered source code or metadata

1.9 "SAP Software" means (i) any and all standard software products (as well as relevant documentation) all as developed by or for SAP or any of its affiliated companies; (ii) any new versions (especially without being limited to releases, updates, patches, corrections) thereof made available pursuant to the Software Agreement and (iii) any complete or partial copies of any of the foregoing.

1.10 "SAP Support" means the support provided for SAP Software under the applicable support or rental agreement.

1.11 "Software Agreement" means the agreements on the license and support of standard software that reference to these GTC, LPC and – where applicable – further schedules.

1.12 "Third Party Software" means (i) any and all standard software products (as well as relevant documentation) and content licensed to Licensee under the Software Agreement, all as developed for or by companies other than SAP or its affiliated companies and that do not constitute SAP Software (as defined in section 1.9); (ii) any new versions (especially without being limited to releases, updates, patches, corrections) thereof made available pursuant to the Software Agreement and (iii) any complete or partial copies of any of the foregoing.

1.13 "Working Days" means weekdays from Monday to Friday (8 a.m. to 6 p.m. CET) except statutory holidays in the German federal state of Baden Württemberg and December 24 and 31.

2. DELIVERY, MATTER TO BE DELIVERED, LICENSE GRANT, IP RIGHTS.

2.1 Delivery, Matter to be Delivered

SAP will deliver the SAP Software in accordance with the product description in the Documentation and with the LPC. The product description in the documentation conclusively defines the functional qualities of the SAP Software delivered by SAP. SAP does not owe any duty with regard to any further quality. In particular, Licensee can imply no such duty from any other published SAP description or advertisement for the SAP Software except to the extent SAP has expressly confirmed that other quality in writing. Guarantees are effective only if expressly confirmed in writing by SAP's management.

Unless otherwise agreed, Licensee will be provided with one (1) copy of the relevant version of the SAP Software that current at the time of shipment, within one month after conclusion of the Software Agreement.

SAP will deliver, at its election, by supplying to Licensee the SAP Software on disc or other data media to the agreed delivery address (Physical Shipment) or by making it available for download through the SAP ServiceMarketplace (http://service.sap.com/swdc) (Electronic Delivery). For the purpose of ascertaining whether delivery is timely, delivery of a Physical Shipment is deemed effected at the time SAP passes the discs or other data media to the forwarding agent, and an Electronic Delivery is deemed effected at the time SAP makes the SAP Software available for download and informs Licensee accordingly, and risk passes at the time of such physical shipment or electronic delivery.

2.2 SAP's Rights; Licensee's Licensed Use.

As between Licensee and SAP, all rights in the SAP Software – especially without being limited to all copyright and other IP Rights – shall be the sole and exclusive property of SAP, the SAP AG (SAP's parent company) or their licensors, including without limitation SAP Software created to address a requirement of or in collaboration with Licensee. Licensee's only rights in respect of the SAP Software are the following nonexclusive rights. Sentences 1 and 2 apply likewise to all other SAP Software, goods, works and information provided to Licensee precontractually or in performance of contract, including without limitation those provided in performance of warranty or support.

2.2.1 Licensee may use the SAP Software only to the extent contractually agreed. The license is limited to the SAP Software specifically identified in the Software Agreement, even if it is also technically possible for Licensee to access other Software components. Where Licensee purchases the SAP Software, its license is perpetual; where Licensee rents the SAP Software, the license term is contractually agreed. Licensee's right to develop and use Modifications and Licensee's use of the SAP Software to develop Add-Ons as well as the use of the SAP Software together with Add-Ons is stipulated in section 2.3.

Licensee enjoys only those rights in Third Party Software that are necessary to use it in association with the SAP Software. In particular, these rights do not include the right to pass it on to others or to develop Modifications or Add-Ons.

2.2.2 Licensee may use the SAP Software only to run Licensee's and its Affiliates' internal business operations. Licensee is granted the right to copy the SAP Software only for the purposes of such licensed use. All other rights, notably the right to distribute the SAP Software, including without limitation the rights of rental, translation, elaboration and arrangement, and the right to make the SAP Software available to the public are retained exclusively by SAP. Licensee may not use the SAP Software to provide business process outsourcing or, service bureau applications other than to its Affiliates or use the SAP Software to provide trainings to any person who is not Licensee's employee or the employee of a Licensee Affiliate. The related terms and detail in the LPC also apply.

Use of the SAP Software may occur by way of an interface delivered with or as a part of the SAP Software, a Licensee or third-party interface, or another intermediary system.

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Licensee must hold the required licenses as stated in the LPC for any individuals that use the SAP Software (directly or indirectly). Business Partners may use the SAP Software only through screen access and solely in conjunction with Licensee's use and may not use the SAP Software to run any of Business Partners' business operations.

On test systems the sole purpose of Licensee's use of the SAP Software must be to ascertain the SAP Software's properties and assess its suitability for Licensee's business. Notably, Licensee must not create Modifications or Add-Ons (section 2.3), decompile (section 2.2.5) the SAP Software or use it or prepare to use it for live operation.

Unless expressly provided otherwise in writing between the parties and in deviation of the preceding provisions of this section 2.2.2 Licensee may not use the SAP Software to run the internal business operations of a Licensee Affiliate with a separate agreement for SAP Software licenses and/or support services with SAP or an SAP Affiliate. Such Licensee Affiliate shall not receive any support services under the Software Agreement. The aforementioned provisions apply even if such separate agreement has expired or will be terminated.

2.2.3 The Software may only be copied temporarily or permanently in whole or in part on information technology devices (e.g. hard disks or central processing units) which must be located at Licensee's facilities and are in Licensee's direct possession. Where SAP has agreed in writing, the information technology devices may also be located in the facilities of a Licensee Affiliate and be in the Affiliate's direct possession. Where Licensee wishes to outsource the SAP Software, that is to say run the SAP Software or have the SAP Software run for running Licensee's internal business operations on information technology devices that are located at the facilities and in direct possession of a third party, Licensee must first obtain the agreement of SAP in writing, which agreement SAP is ready to give provided that is proper business interests are upheld, notably that the third party respects the agreed conditions concerning the license for the SAP Software.

2.2.4 Licensee is permitted to back up data in accordance with good information technology practice and for this purpose to create the necessary backup copies of the SAP Software. Backup copies on transportable discs or other data media must be marked as backup copies and bear the same copyright and authorship notice as the original discs or other data media. Licensee must not change or remove SAP's copyright and authorship notices.

2.2.5 Prior to decompiling the SAP Software, Licensee must give written notice requiring SAP within a reasonable period of time to provide the information and documentation necessary to produce interoperability. Licensee is entitled to decompile the SAP Software to the extent permitted in the German Copyright and Related Intellectual Property Rights Act (UrhG) section 69e only after SAP has failed to comply with such notice within the limited time period. Before involving a third party (e. g. pursuant to the UrhG section 69e (1) No.1 or (2) No.2), Licensee must obtain for SAP's direct benefit the third party's written undertaking to comply with the provisions in this section 2.

2.2.6 If, for example by way of defect remedy or SAP Support, Licensee receives new copies of the SAP Software that replace previously provided SAP Software, Licensee has only the right to use the last copy of the SAP Software obtained. Licensee's license to use with regard to the previous copy of the SAP Software ends when Licensee implements the new SAP Software on productive systems. Licensee is however permitted for a period of three months to use the new SAP Software copy on a test system while also still using the previous SAP Software copy live. Section 5 governs the replaced SAP Software copy.

2.3 Modifications / Add-Ons

2.3.1 Except as otherwise agreed and except as expressly required by law or expressly permitted in this section 2.3, Licensee is not entitled to create, use, or make available to any third party any Modification of SAP Software. Except as otherwise agreed and except as expressly required by law or expressly permitted in this section 2.3, Licensee is not entitled to use any software tool or API that is contained in SAP Software or is otherwise obtained from SAP to make any Add-On or to use any software tool or API so contained or obtained with any Add-On.

2.3.2. SAP points out that even a minor Modification to SAP Software may lead to possibly unpredictable and significant faults in the running of SAP Software and other programs and in communications between SAP Software and other programs. Faults may also arise because a Modification is not compatible with later versions of SAP Software. Neither SAP nor any Affiliate of SAP is under any duty to eliminate any fault arising in connection with a Modification, and nor is either otherwise answerable in respect of any such fault. Notably, SAP is entitled to change SAP Software, APIs, or both, without care for the compatibility of any Modification that Licensee uses with any later version of SAP Software. The foregoing provisions in this section 2.3.2 apply accordingly to the use of SAP Software together with Add-Ons.

2.3.3. Provided that the provisions in this section 2.3.3 are fulfilled and Licensee gives the covenant required in section 2.3.5, sentence 1, SAP grants to Licensee the right to make and use Modifications to SAP Software that SAP delivers to Licensee.

(a) Modifications may only be made in relation to SAP Software delivered in source code to Licensee by SAP.

(b) Before making or using Modifications, Licensee must comply with the registration procedure as currently set out by SAP at http://service.sap.com/sscr.

(c) Modifications must not enable the bypassing or circumventing of any of the restrictions set forth in the Software Agreement or in any other agreement between Licensee and SAP.

(d) Modifications must not provide Licensee with access to the SAP Software to which Licensee is not licensed.

(e) Modifications must not permit any mass data extraction from SAP Software to any non-SAP software, including use, modification saving, or other processing of data in the non-SAP software.

(f) Modifications must not impair, degrade, or reduce the performance or security of SAP Software.

(g) Modifications must not render or provide any information concerning SAP software license terms, SAP Software, or any other information related to SAP products.

(h) Modifications must be used only together with SAP Software and only in accordance with the license to use SAP Software granted in section 2.2.

2.3.4 Provided Licensee also complies with the provisions in section 2.3.3 (b) to (g) with respect to Add-Ons and gives the covenant required in section 2.3.5, last sentence, SAP grants to Licensee the right to use any software tool or API that is contained in SAP Software or is otherwise obtained from SAP to make Add-Ons and to use any software tool or API so contained or obtained with Add-Ons. The right applies only for Add-Ons that add functions to SAP Software and does not apply for Add-Ons that merely modify existing functions of SAP Software.

2.3.5. The right in the foregoing section 2.3.3 to make and use Modifications is conditional on Licensee's having given a covenant not to assert against SAP or its affiliates, or their resellers, distributors, suppliers, business partners, and licensees, any IP Right in any such Modification. Notably, SAP is entitled at any time to develop, use, or market Modifications with functions that are wholly or in any part identical with Modifications developed by or on behalf of Licensee, but SAP is not entitled to copy Licensee's software code. The foregoing provisions in this section 2.3.5 also apply accordingly to IP Rights in Add-Ons and to the right in section 2.3.4 to use any software tool or API that is contained in SAP Software or is otherwise obtained from SAP to make Add-Ons and to use any software tool or API so contained or obtained with Add-Ons.

2.3.6. In respect of any Modification, SAP is entitled to require from Licensee for reasonable consideration the grant of an unrestricted and unencumbered exclusive perpetual universal assignable license to use and exploit all of Licensee's IP Rights in the Modification concerned. That license includes, for example, the rights to copy, distribute, translate, process, arrange, and rework the Modification – with the exclusive right to use such reworking, and to publish and to grant sublicenses in the Modification, and to incorporate the Modification or any part of it into other software. If a license is granted as provided above in this paragraph, Licensee must on demand give to SAP without delay all relevant information and documents relating to the Modification concerned, including but not limited to the source code. Licensee must notify SAP promptly if it makes a Modification and must offer SAP a license in accordance with the foregoing paragraph. The foregoing provisions in this section 2.3.6 apply accordingly to IP Rights in Add-Ons.

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2.4 Passing SAP Software on

2.4.1 Licensee may pass on to one third party all of the SAP Software it has acquired by purchase (including any additional SAP Software obtained by way of warranty or support) as one unit only, and provided that Licensee entirely ceases and desists from its own use. Any temporary passing on of the use of the SAP Software in part or in whole or passing on of the use of the SAP Software to multiple third parties constitutes a breach. The restrictions in sentences 1 and 2 in this section also apply to reorganizations and successors, e. g. in the meaning of the German Reorganization Act (Umwandlungsgesetz).

2.4.2 In every case, SAP's written consent is required to pass on the SAP Software. SAP will grant such consent provided Licensee produces the new user's undertaking in writing to comply with the agreed conditions concerning the license for the SAP Software for SAP's direct benefit and provided Licensee undertakes to SAP in writing that it has passed all of the original SAP Software on to the third party and deleted all copies that it made. SAP reserves the right to decline such consent if the new user's use of the SAP Software prejudices SAP's rightful interests.

2.4.3 Licensee may not pass on to a third party any SAP Software that Licensee licensed by any means other than under a purchase contract.

2.4.4 If Licensee is a leasing company and the contract specifies that the SAP Software was licensed to be leased, SAP will give its permission to lease and to change the lessee if the leasing company names the lessee in writing, and if, in the case of a change of lessee, the previous lessee and the new lessee submit undertakings to SAP in accordance with section 2.4.2 and there is no just reason to withhold consent (for example, absence of permission from a third-party licensor). SAP is entitled to supply the SAP Software (notably SAP Software provided by way of warranty or support) directly to the lessee. The leasing company is entitled to assign to its lessee rights arising out of warranty liability. If there is a change of lessee, SAP reserves the right to charge the leasing company an upgrade fee of up to 50% of the support fee for the expired part of the term of the lease.

3. VERIFICATION / ADDITIONAL LICENSES.

3.1 Licensee must inform SAP in advance about any use of the SAP Software outside the contractually permitted use in writing. It requires its own contract with SAP with regard to the additional license required ("Additional License"). The Additional License is subject to the provisions of the LPC in force at the time of the execution of the Additional License.

3.2 SAP shall be permitted to audit (at least once annually and in accordance with SAP standard procedures, which may include on-site and/or remote audit) the usage of the SAP Software. Licensee shall cooperate reasonably in the conduct of such audits. Reasonable costs of SAP's audit shall be paid by Licensee if the audit results indicate usage in breach of the Software Agreement.

3.3 In the event that an audit or other instance reveals that Licensee has used the SAP Software in excess of the contractual agreements, SAP and Licensee will execute an Additional License. Section 3.1 sentences 2 and 3 apply likewise. SAP reserves all rights to claim damages.

4. PRICE / TAXES / PAYMENT / RETENTION OF RIGHTS.

4.1 Fees.

4.1.1 Licensee shall pay to SAP license fees for the Software and fees for SAP Support on the terms in Software Agreement. Fees for SAP Software delivery include costs of delivery and packaging for physical shipment. In cases of electronic delivery, SAP makes the SAP Software available for download from a network at its own cost. Licensee is responsible for the cost of downloading the SAP Software. No cash discount is granted.

4.1.2 SAP may require full or part payment in advance if there is no prior business relationship with Licensee, if delivery is to be made outside Germany, if Licensee's registered office is outside Germany or if there are any grounds to doubt that Licensee will render payment punctually.

4.1.3 Licensee may offset only claims or claim rights of retention that are uncontested or have been finally determined by the court. Subject to the provisions of the German Commercial Code (HGB), section 354a, Licensee cannot assign its claims to a third party.

4.1.4 SAP retains all rights in and title to the SAP Software, especially versions of the SAP Software that have been provided under the support agreement, until full satisfaction of its claims under the Software Agreement. Licensee must immediately notify SAP in writing if any third party gains access to the SAP Software in which SAP retains title or rights and must also inform the third party of SAP's rights.

4.1.5 Invoicing; Due Date

- Payments are due 14 calendar days from the date of the invoice. Any fees not paid when due shall accrue interest at the applicable statutory interest rate.
- Under Software purchase contracts, the invoice shall be presented after delivery of the Software.
- Under SAP Support contracts, the duty to pay shall begin with Effective Date of the SAP Support contract. The fee will be billed quarterly in advance.
- Payment terms for rental contracts shall be included in the relevant rental contract. Except as provided otherwise, the fee will be billed quarterly in advance and the duty to pay shall start with the execution of the rental contract.

4.1.6 By giving Licensee a written two months' notice effective from January 01 of the following calendar year, SAP is entitled to amend the remuneration for support and / or rental at its discretion subject to the following guidelines:

(a) The change applied to the fee must not be greater than the change in the index at (b) below ("discretionary applicable change"). For the first fee adjustment under the contract, the discretionary applicable change is the change from the index published at the date of the execution of the contract to the index that has most recently been published when the fee adjustment notice is given. If the fee has already been adjusted in the past, the discretionary applicable change is the change from the index that had been most recently published when the previous fee adjustment notice was given to the index that has most recently been published when the new fee adjustment notice is given.

(b) The index used to determine the discretionary applicable change is the index of mean monthly salaries of fulltime employees in Germany in the information technology services sector ("Index der durchschnittlichen Bruttomonatsverdienste der vollzeitbeschäftigten Arbeitnehmer in Deutschland für den Wirtschaftszweig Erbringung von Dienstleistungen der Informationstechnologie", currently published by the German Federal Statistics Office in quarterly figures at "Fachserie 16, Reihe 2.4, Gruppe J 62"). If publication of that index is discontinued, the applicable index for determination of the discretionary applicable change will be the index published by the Federal Statistics Office that most closely reflects changes in the mean monthly salaries of the sector named above.

(c) The fee adjustment is deemed to be agreed by the parties unless Licensee, by giving notice within two weeks from receipt of the fee adjustment, terminates the support or rental contract with effect from the end of the calendar year (extraordinary termination right). SAP will draw attention to this in the fee adjustment notice. The provisions in section 10.6, sentences 3 to 5 apply accordingly.

4.2 Taxes. All fees are subject to applicable statutory value-added tax (VAT) except where the transaction is exempt.

5. END OF LICENSE.

Upon any termination of the license hereunder (e. g. by rescission, end of agreed license term or termination), Licensee shall immediately cease use of all SAP Software and Confidential Information. Within one (1) month after any termination of the license, Licensee shall irretrievably destroy or upon SAP's request deliver to SAP all copies of the SAP Software and Confidential Information in every form, except to the extent it is legally required to keep it for a longer period in which case such return or destruction shall occur at the end of such period. Licensee must certify to SAP in writing that it and its Affiliates have satisfied the obligations under this section 5.

6. DUTY TO COLLABORATE, DUTY TO INSPECT AND GIVE NOTICE OF DEFECTS.

6.1 Licensee undertakes that it knows the essential functional characteristics of the SAP Software and its technical requirements (e. g. with regard to the database, operating system, hardware and data media). Licensee bears the risk that the SAP Software does not meet its wishes and requirements. In case of doubt Licensee should consult employees of SAP or third-party experts before concluding any contract. Furthermore, SAP supplies notes on the technical prerequisites for the SAP Software and any changes thereto on its online

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information platform.

6.2 Licensee must provide the operating environment (herein: IT systems) necessary for the SAP Software, in accordance with SAP's guidance where given. It is the responsibility of Licensee to secure proper operation of the IT systems by entering into maintenance contracts with third parties if necessary. In particular, Licensee must comply with the specifications in the Documentation and the notes on SAP's online information platform.

6.3 Free of charge, Licensee must provide all collaboration that SAP requires in connection with performance of the contract, including, for example, human resources, workspace, IT systems, data, and telecommunications facilities. Customer must grant SAP direct and remote access to the SAP Software and the IT systems.

6.4 Licensee must nominate in writing a contact for SAP, with an address and e mail address at which the contact can be reached. The contact must be in a position to make necessary decisions for Licensee or ensure that they are made without delay. Licensee's contact must maintain effective cooperation with SAP's contact.

6.5 Before commencing live operation with the SAP Software, Licensee must test it thoroughly for freedom from defects and for suitability in the situation.

6.6 Licensee must take appropriate precautions against the possibility that the SAP Software or any part thereof does not function properly (e. g. by performing data backups, error diagnosis and regular results monitoring). Except where otherwise expressly indicated in writing in individual cases, SAP employees are always entitled to act on the assumption that all data with which they come into contact is backed up.

6.7 Licensee must inspect all goods, works, and services delivered or provided by SAP and give notice of all defects pursuant to the German Commercial Code (HGB), section 377. The notice must be in written form and contain a detailed description of the problem. Notice of a defect is effective only if given by the contact (section 6.4) or the certified Customer Center of Expertise in the meaning of the LPC.

6.8 Licensee bears all consequences and costs resulting from breach of its duties.

7. DEFECTS AS TO QUALITY, DEFECTS IN TITLE, OTHER FAULTS.

7.1. SAP warrants the agreed qualities of the SAP Software (section 2.1) in accordance with the law governing the sale of goods and warrants that the grant to Licensee of the agreed rights (section 2) does not infringe any third-party right.

7.2. To discharge its liability for shown quality defects, SAP will remedy the defects either by providing to Licensee a new software version that is free of defects or, at its election, by eliminating the defects. SAP may also eliminate a defect by indicating to Licensee a reasonable way to avoid the effect of the defect. To discharge its liability for shown defects in title, SAP will remedy the defects either by procuring for Licensee the legally incontestable right under license to use the delivered SAP Software or, at SAP's election, providing equivalent replacement or altered SAP Software. Licensee must accept a new software version that is functionally compliant unless it would be unreasonable to require Licensee to do so.

7.3. If Licensee sets a reasonable limited additional time period for SAP to remedy the defect and SAP finally fails to do so in that time, Licensee has the right to rescind the contract or reduce the remuneration. The requirements in sections 11.1 and 11.5 must be met with regard to fixing a reasonable limited additional time period. Subject to the exclusions and limitations in section 8, SAP undertakes to compensate for loss or wasted anticipatory expenditure caused by a defect.

7.4. The time bar for claims under sections 7.1 to 7.3 comes into effect one year after delivery of the SAP Software. This also applies to rights arising out of rescission or reduction of remuneration under section 7.3, sentence 1. The reduction in the time before the time bar comes into effect does not apply in cases of SAP's intent or gross negligence, of fraudulent concealment of a defect, of personal injury, or of defect in title to which the German Civil Code (BGB), section 438 (1) No.1 (a) applies.

7.5. The time bar for claims for defects in works or services to eliminate or avoid a defect provided in discharge of defect liability also comes into effect at the time specified in section 7.4. However, the time before the bar comes into effect is tolled while, with Licensee's consent, SAP is checking the existence of a defect or is remedying a defect, until SAP informs Licensee of the results of its check, gives notice that the remedy is complete, or refuses to remedy the defect. The time bar comes into effect no earlier than three months after the end of the toll.

7.6. If SAP provides defect identification or elimination works or services without being under obligation to do so, SAP is entitled to remuneration under section 11.7. This applies in particular to any reported quality defect that is not reproducible or not imputable to SAP or in cases where the SAP Software is not used in compliance with its documentation. Without prejudice to the generality of the foregoing, SAP is entitled to remuneration for additional work it does to eliminate any defect that arises out of Customer's failure to properly discharge its duty to collaborate, inappropriate operation of the SAP Software, or failure to take the SAP services that SAP recommends.

7.7 If a third party claims that the exercise of the license granted under the contract infringes its rights, Licensee must fully inform SAP in writing without delay. If Licensee ceases to use the SAP Software to mitigate loss or for other just reason, Licensee must notify the third party that such cessation does not imply any recognition of the claimed infringement. Licensee will conduct the dispute with the third party both in court and out of court only in consultation and agreement with SAP or authorize SAP to assume sole conduct of the dispute.

7.8 If SAP fails to properly perform any of its duties herein that is not within the ambit of defect liability, or is otherwise in breach, Licensee must give written notice of the failure or breach to SAP and fix a limited additional time period during which SAP has the opportunity to properly perform its duty or otherwise rectify the situation. Section 11.1 applies. SAP will compensate for loss or wasted anticipatory expenditure subject to the exclusions and limitations in section 8.

8. LIABILITY.

8.1 SAP's liability in contract, tort, and otherwise for loss including but not limited to wasted anticipatory expenditure, is subject to the following provisions:

(a) In cases of intent, SAP's liability extends to the full loss; in cases of gross negligence, SAP's liability is limited to the amount of foreseeable loss that would have been prevented through the exercise of due care; in cases of absence of a guaranteed quality, SAP's liability is limited to the amount of foreseeable loss that would have been prevented by the presence of the guaranteed quality.

(b) In other cases: SAP is not liable except for breach of a major obligation (Kardinalpflicht) and only up to the limits in the following subsection. A breach of a major obligation in the meaning of this section 8.1 (b) is assumed where the duty itself is a necessary prerequisite for the contractual performance, or where the breach of the relevant duty jeopardizes the purpose of the contract and where Licensee could legitimately rely upon its fulfillment.

Liability in cases under section 8.1 (b) in this section is limited to € 200,000 per incident and limited in total to € 500,000 for all claims arising out of the contract.

8.2 Contributory fault (e. g. breach of section 6 duties) and contributory negligence may be claimed. The limits of liability in section 8.1 do not apply to personal injury liability or liability under the German Product Liability Act (Produkthaftungsgesetz).

8.3 For all claims against SAP in contract, tort, or otherwise for loss or wasted anticipatory expenditure the time bar comes into effect after a period of one year. That period begins at the point in time specified in the German Civil Code (BGB), section 199 (1). The foregoing provisions in this section notwithstanding, the time bar comes into effect not later than five years after the claim arises. The provisions in sentences 1 to 3 in this section do not apply to liability for intent or gross negligence, liability for personal injury, or liability under the German Product Liability Act. The provisions in this section do not affect the other time bar for claims arising out of defects as to quality and defects in title (sections 7.4 and 7.5).

9. CONFIDENTIALITY; DATA PROTECTION.

9.1. Use of Confidential Information. Both parties undertake forever to treat as confidential all of the other party's Confidential Information acquired before and in connection with contract performance and to use such Confidential Information only in connection with contract performance. Confidential Information shall not be reproduced in any form except as

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required to accomplish the intent of the Software Agreement. Any reproduction of any Confidential Information of the other party shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the other, each party: (a) shall take all Reasonable Steps (defined below) to keep all Confidential Information strictly confidential; and (b) shall not disclose any Confidential Information of the other to any person other than its individuals whose access is necessary to enable it to perform the contract. As used herein "Reasonable Steps" means those steps the receiving party takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care. On Licensee's side, this includes the careful safeguarding of the Confidential Information and the prevention of infringement.

9.2 Exceptions. Section 9.1 above shall not apply to any Confidential Information that: (a) is independently developed by the receiving party without reference to the disclosing party's 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 a contractual breach by the receiving party; (c) at the time of disclosure, was known to the receiving party free of restriction; or (d) the disclosing party agrees in writing is free of such restrictions.

Unless where agreed otherwise, section 9.1 also does not apply to knowledge related to Licensee's idea's, concepts, know-how, methods, processes or technologies that remain in the Unaided Memory of an SAP deployed person, subject to any IP Rights of Licensee. "Unaided Memory" shall mean knowledge that the relevant person retains in its memory without reference to the documents or other tangible information obtained from Licensee, or copies transcripts thereof and only when the person has not intentionally learned the Confidential Information by heart with the aim of remembering it, using it later, or revealing it.

9.3 Confidential Terms and Conditions; Publicity. Licensee shall treat as confidential the terms and conditions of the Software Agreement, in particular the pricing contained therein. Neither party shall use the name of the other party in publicity, advertising, or similar activity, without the prior written consent of the other. However SAP may use Licensee's name in customer listings (reference listings) or to analyze details from the contract (e. g. to forecast demand), as well as – subject to mutual agreement – as part of SAP's other marketing efforts.

9.4 Data Protection. Comprehensive Data Protection obligations of the parties pertaining to possible commissioned data processing are set forth in the Commissioned Data Processing Schedule attached to these GTC.

10. SUPPORT AND RENTAL: ADDITIONAL PROVISIONS.

10.1 Under rental contracts, SAP Support is part of the rental service offered and can only be ended by terminating the rental contract. In respect of SAP Software that is acquired under a purchase contract, SAP provides SAP Support on the basis of a discrete support contract.

10.2. SAP Support services for the contractually agreed support model are provided as specified in the LPC valid from time to time.

10.3 SAP may adapt the scope of the SAP Support services to reflect the continuing development of the SAP Software and technical advances. In the event that a change may negatively affect the justified interests of Licensee, SAP will inform Licensee in writing or by electronic means, at least three (3) months before the change is scheduled to take effect, drawing attention to the termination option as described below and to the consequences of non-termination. In this case, Licensee is entitled to early termination of the SAP Support contract / the rental contract as may be applicable, with effect from the time the change takes effect by giving two months' prior notice (extraordinary termination right). Section 10.6 sentences 3 to 5 apply accordingly. In the event Licensee does not opt for early termination, the support contract will be continued with the changed scope of services.

10.4. SAP provides SAP Support for the most recent SAP Software currently being shipped and – where applicable – for older SAP Software according to the SAP Software Lifecycle and in accordance with the SAP release strategy posted on SAP's online information platform. SAP's provision of SAP Support for Third Party Software can require the use of support services provided by the vendor in question. If the vendor does not provide the support services required by SAP, SAP has the right to give reasonable notice of at least three months effective at the end of a calendar quarter of extraordinary and partial termination on the contractual relationship for maintenance for the Third Party Software concerned.

10.5. The provisions in section 7 apply analogously to defects as to quality and defects in title in the SAP Software delivered in performance of support duties. The right to terminate the support or rental contract for just cause replaces the right to rescind the contract. Any right to reduction of remuneration applies to remuneration under the support or rental contract. For rental contracts, the no-fault liability as provided in the German Civil Code (BGB) section 536a (a) for defects that existed at the time of contract execution is excluded.

10.6. The initial term of SAP Support agreement is the remainder of the current calendar year and the next full calendar year (except in cases where the support agreement starts on January 1st of a respective calendar year, in which case the initial term will run until December 31st of the respective calendar year) ("Initial Term"). Thereupon the SAP Support agreement is automatically extended from calendar year to calendar year ("Extension"). So far as SAP offers SAP Support for it, all of Licensee's SAP Software must be covered by the support. Licensee must always have all of its installations of the SAP Software for which SAP offers SAP Support (including respective subsequent additionally licensed SAP Software) fully covered by SAP Support or terminate the SAP Support completely. This provision also includes SAP Software provided to Licensee by third parties, for which SAP offers SAP Support. For any additional SAP Software license contracts Licensee shall extend the SAP Support on the basis of discrete support contracts with SAP.

10.7 Either party can effect regular termination of the SAP Support agreement by giving three (3) months' written notice that takes effect at the end of a calendar year, subject however, to the Initial Term. Either party can effect regular termination of a rental contract by giving three (3) months' written notice that takes effect at the end of a calendar quarter, subject however, to the Initial Term. Sections 10.6 sentences 3 to 5 apply accordingly to rental contracts. Extraordinary termination rights and the right to termination for just cause remain unaffected.

10.8 Notice of termination for just cause is effective only if given in written form. The provisions in section 11.1 concerning notices setting limited extra time also apply. SAP reserves the right to terminate for just cause where Licensee is repeatedly or seriously in breach of major contractual obligations (e. g. those in sections 2, 6 and 9). Such termination is without prejudice to SAP's entitlement to remuneration outstanding at the time of termination, and SAP is entitled to claim liquidated damages due immediately in the amount of 60 % of the remuneration that would otherwise have become due up to the earliest time at which Licensee could have effected termination with regular notice. Licensee retains the right to show that SAP's actual loss is less.

10.9. If Licensee does not order the SAP Support from immediately after delivery of the SAP Software, but orders it later, then to obtain the current SAP Software release it must pay all past support fees that it would have had to pay had it agreed to take SAP Support from the time of delivery of the Software. Additionally, SAP may claim a reactivation fee; upon request, SAP will state its amount. Such payment falls due immediately and in full. These provisions also apply if Licensee takes up the SAP Support again after a termination. The options to switch an SAP Support model are detailed in the LPC valid from time to time.

10.10 These GTC can be changed with regard to SAP Support and rental agreements, provided that the change does not have any impact on the content of the SAP Support or rental agreement that is material for the equivalency of services and remuneration between the parties and provided that such change is reasonably acceptable for Licensee. SAP will inform Licensee about the change of the GTC in writing. If, in this case, Licensee does not expressly disagree in writing within 4 weeks after receipt of the change notice, the change will be deemed to be effected as is the changed GTC version is the basis for existing SAP Support or rental agreements between SAP and Licensee from that point in time. SAP will draw attention to this consequence in the change notice.

11. FINAL PROVISIONS.

11.1 Except in emergencies, a limited time fixed by Licensee pursuant to the law or con-

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tract must not be less than 10 working days. Failure to comply with any fixed time limit entitles Licensee to be released from the contract (e. g. by rescission, termination, or claim for damages in lieu of performance) or to a price reduction for breach only if this was threatened in writing in the notice fixing the limited time as a consequence of failure to comply with that time limit. After a limited time fixed in accordance with sentence 2 expires, SAP is entitled to give notice to Licensee requiring that any rights arising out of the expiration be exercised within two weeks of receipt of the notice.

11.2 SAP has four weeks to accept offers made by Licensee. SAP's offers are nonbinding unless otherwise agreed in writing. In cases of conflict, the contract terms and details that apply are those in SAP's offer or confirmation.

11.3 The SAP Software is subject to the export control laws of various countries, including without limit the laws of the United States and Germany. Licensee agrees that it will not submit the SAP Software to any government agency for licensing consideration or other regulatory approval without the prior written consent of SAP, and will not export the SAP Software to countries, persons or entities prohibited by such laws. Licensee shall also be responsible for complying with all applicable legal regulations of the country where Licensee is registered, and any foreign countries with respect to the use of the SAP Software by Licensee and its Affiliates.

11.4 German law applies exclusively to all claims in contract, in tort or otherwise, and the UN sales laws convention is excluded. If Licensee is a merchant within the meaning of the German Commercial Code (HGB), section 1, or a public-law juristic person or special fund, the sole place of jurisdiction for all differences arising out of or in connection with the Software Agreement shall be Karlsruhe.

11.5 The conclusion of contract, any subsequent amendment or addition and contractually relevant declarations as well as declarations directly influencing a legal relationship, especially without being limited to termination notices, reminders or notices to set time limits, require written form. The foregoing provision also applies to any waiver of the written-form requirement. Where in this section 11.5 or elsewhere in these GTC written form is required, that requirement can also be met by facsimile transmission, exchange of letters. Except in that respect, however, the provisions in the German Civil Code (BGB), sections 127 (2) and (3) do not apply.

11.6 No conditions that are conflicting with or amending the Software Agreement – notably Licensee's general terms and conditions – form any part of the contract, even where SAP has performed a contract without expressly rejecting such provisions.

11.7 A separate agreement is required for any other goods, works and services that are not expressly described in the purchase, rental, leasing or SAP Support agreements. Unless otherwise agreed, such goods, works and services are provided subject to SAP's General Terms and Conditions for Consulting and Services and SAP is entitled to remuneration for them in accordance with the relevant SAP list of prices and conditions.

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Commissioned Data Processing Schedule
to SAP's General Terms and Conditions Standard Software License and Support
("Commissioned Data Processing Schedule")

1. Introduction

This Schedule specifies the data protection obligations of the parties which arise from contract data processing on behalf, as stipulated in the SAP Support Contract. It applies to all activities performed in connection with the SAP Support Contract in which the staff of SAP ("Processor") or a third party acting on behalf of SAP may come into contact with personal data of the Customer. The term of this Schedule shall follow the term of the SAP Support Contract.

2. Definitions

2.1. Personal Data

Personal Data means any individual element of information concerning the personal or material circumstances of an identified or identifiable individual.

2.2. Processing

Processing means processing of Personal Data on behalf, encompassing the storage, amendment, transfer, blocking or erasure of personal data by SAP acting on behalf of the Customer.

2.3. Instruction

Instruction means the written instruction, issued by Customer to SAP, and directing the same to perform a specific action with regard to Personal Data (including, but not limited to, depersonalizing, blocking, deletion, making available). Instructions shall initially be specified in the SAP Support Contract and may, from time to time thereafter, be amended, amplified or replaced by Customer in separate written instructions (individual instructions).

3. Scope and Responsibility

3.1. As far as SAP gains access to Customer's hard- and software (e.g. during remote maintenance), this is not intended to be a commercial (*geschäftsmäßige*) processing or use of Personal Data by SAP. In fact, a transfer of Personal Data may only occur in exceptional circumstances and as a side-effect of the contractual obligations of SAP under the SAP Support Contract. of Processor shall process Personal Data on behalf of Controller. Within the scope of the SAP Support Contract, Customer shall be solely responsible for complying with the statutory requirements relating to data protection, in particular regarding the transfer of Personal Data to SAP and the Processing of Personal Data (acting as "responsible body" as defined in § 3 para. 7 BDSG").

3.2. Based on this responsibility, Customer shall be entitled to demanding the rectification, deletion, blocking and making available of Personal Data during and after the term of the SAP Support Contract.

3.3. The regulations of this Schedule shall equally apply if testing or maintenance of automatic processes or of Processing equipment is performed on behalf of Customer, and access to Personal Data in such context cannot be excluded.

4. Obligations of SAP

4.1. SAP shall collect, process and use Personal Data only within the scope of Customer's Instructions.

4.2. Within SAP's area of responsibility, SAP shall structure SAPs internal corporate organisation to ensure compliance with the specific requirements of the protection of Personal Data. SAP shall take the appropriate technical and organisational measures to adequately protect Customer's Personal Data against misuse and loss in accordance with the requirements of the German Federal Data Protection Act (§ 9 BDSG).

4.3. Such measures hereunder shall include, but not be limited to,

a. the prevention of unauthorized persons from gaining access to Personal Data Processing systems (**physical access control**);

b. the prevention of Personal Data Processing systems from being used without authorization (**logical access control**);

c. ensuring that persons entitled to use a Personal Data Processing system gain access only to such Personal Data as they are entitled to accessing in accordance with their access rights, and that, in the course of processing or use and after storage, Personal Data cannot be read, copied, modified or deleted without authorization (**data access control**);

d. ensuring that Personal Data cannot be read, copied, modified or deleted without authorization during electronic transmission, transport or storage on storage media, and that the target entities for any transfer of Personal Data by means of data transmission facilities can be established and verified (**data transfer control**);

e. ensuring the establishment of an audit trail to document whether and by whom Personal Data have been entered into, modified in, or removed from Personal Data Processing systems, (**entry control**);

f. ensuring that Personal Data Processed are Processed solely in accordance with the Instructions (**control of instructions**);

g. ensuring that Personal Data are protected against accidental destruction or loss (**availability control**);

h. ensuring that Personal Data collected for different purposes can be processed separately (**separation control**).

A measure as referred to in lit. b to d above shall be in particular, but shall not be limited to, the use of state-of-the-art encryption technology.

An overview of the above-entitled technical and organizational measures shall be attached to this Schedule as an **Exhibit [TOM]**.

4.4. Upon Customer's request, SAP shall provide all information necessary for compiling the overview defined by § 4g para. 2 sentence 1 BDSG, as far as such information relates to the contractual obligations under the SAP Support Contract.

4.5. SAP shall ensure that any personnel entrusted with Processing Customer's Personal Data have undertaken to comply with the principle of data secrecy (*Datengeheimnis*) in accordance with § 5 BDSG and have been duly instructed on the protective regulations of the BDSG. The undertaking to secrecy shall continue after the termination of the above-entitled activities.

4.6. SAP shall notify to Customer upon request the contact details of SAP's data protection official.

4.7. SAP shall, without undue delay, inform Customer in case of a serious interruption of operations, suspicion of breaches of Personal Data protection, and any other irregularity in Processing Customer's Personal Data.

4.8. Customer shall retain title as to any carrier media provided to SAP as well as any copies or reproductions thereof. SAP shall store such media safely and protect them against unauthorized access by third parties. SAP shall, upon Customers request, provide to Customer all information on Customer's Personal Data and information. SAP shall be obliged to securely delete any test and scrap material based on an Instruction issued by Customer on a case-by-case basis. Where Customer so decides in individual and special circumstances, SAP shall hand over such material to Customer or store it on Customer's behalf.

4.9. SAP shall be obliged to audit and verify the fulfillment of the above-entitled obligations and shall maintain an adequate documentation of such verification.

5. Obligations of Customer

5.1. Customer and SAP shall be separately responsible for conforming with such statutory data protection regulations as are applicable to them.

5.2. Customer shall inform SAP without undue delay and comprehensively about any errors or irregularities related to statutory provisions on the Processing of Personal Data detected during a verification of the results of such Processing.

5.3. Customer shall be obliged to maintain the publicly available register as defined in § 4g para. 2 sentence 2 of the Germany Federal Data Protection Act (*Jedermannsverzeichnis*).

5.4. Customer shall be responsible for fulfilling the duties to inform resulting from § 42a BDSG. Should such a duty to inform result from the contractual obligations under the SAP Support Contract, SAP shall support Customer in the fulfillment of such duty to a reasonable extent.

5.5. Customer shall, upon termination or expiration of the SAP Support Contract and by way of issuing an Instruction, stipulate, within a period of time set by SAP, the measures to return data carrier media or to delete stored data. Any additional cost arising in connection with the return or deletion of Personal Data after the termination or expiration of the SAP Support Contract shall be borne by Customer. Any cost arising out of SAP's performance under Instructions outside the SAP Support Contract's scope of work shall be borne by Customer.

6. Enquiries by Data Subjects to Customer

Where Customer, based upon applicable data protection law, is obliged to provide information to an individual about the collection, processing or use or its Personal Data, SAP shall, where applicable and reasonable, assist Customer in making this information available, provided that:

- Customer has Instructed SAP's data protection officer in writing to do so, and
- Customer reimburses SAP for the costs arising from this assistance.

7. Audit Obligations

7.1. Customer shall, prior to the commencement of Processing, and in regular intervals thereafter, audit the technical and organizational measures taken by SAP, and shall document the resulting findings.

7.2. For such purpose, Customer may

a. collect voluntary disclosures from SAP;

b. have an expert provide a testimonial or expert's opinion; or

c. as far as the options in a. and b. still do not eliminate probable cause (*begründeter Verdacht*) that the Processing of Personal Data by SAP is not done in conformance with the stipulations of this agreement, Customer may after prior notice (at least 3 weeks in advance) and during regular business hours, without disrupting SAP's business operations, personally audit SAP.

7.3. SAP shall, upon Customer's written request and within a reasonable period of time, provide Customer with all information necessary for such audit.

8. Subcontractors

8.1. SAP shall be entitled to subcontract SAP's obligations defined in § 2 para. 1 sentence 2 to third parties, including, but not limited to SAP AG and such companies affiliated with SAP AG within the meaning of §§ 15 et seqq. German Stock Corporation Act (*Aktiengesetz*, AktG), subject to the requirements in sec. 8.2. herein.

8.2. Where SAP engages subcontractors, SAP shall be obliged to pass on SAP's contractual obligations hereunder to such subcontractors. Sentence 1 shall apply in particular, but shall not be limited to, the contractual requirements for confidentiality, data protection and data security stipulated between the parties of the SAP Support Contract. SAP shall be obliged to secure audit and inspection rights as defined in § 6 for Customer's benefit. Customer shall also be entitled, upon written request, to information about the essential content of the subcontract and the implementation of the data protection obligations by the subcontractor, and shall further be entitled to reasonably inspect the relevant contract documentation.

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8.3. Non-EU Subcontractors

To the extent SAP employs for the provision of the Services in the SAP Support Contract subcontractors, that have their registered seat in countries other than the member states of the European Union or the European Economic Area (hereinafter „**Non-EU Countries**", employed subonctractors located in such Non-EU Countries hereinafter „**Non-EU Subcontractors**") the following applies:

It is the general aim of this regulation to establish the necessary warranties for the protection of the personal rights of the affected individuals. Therefore, the parties agree:

a. Where SAP employs Non-EU Subcontractors for the provision of its Services under the SAP Support Contract, SAP has entered into EU Model Clauses (Controller to Processor Clauses, published in the gazette of the European Union L39, dated 12 February 2010, p. 10 et seqq., hereinafter „**EU Model Clauses**") with these Non-EU Subcontractors. As of the effective date of this Commissioned Data Processing Schedule, the scope of applicability of these EU Model Clauses is hereby extended to the Customer (i.e. as of the effective date of this Commissioned Data Processing Schedule, the EU Model Clauses apply directly not only between SAP and the relevant Non-EU Subcontractor, but also directly between Customer and the relevant Non-EU Subcontractor (the EU Model Clauses between Customer and Non-EU Subonctractor(s) hereinafter "**Non-EU Contracts**"). For the avoidance of doubt, SAP hereby declares that, where applicable and admissible under statutory law, SAP has been exempt from the restrictions of sec. 181 German Civil Code (*Bürgerliches Gesetzbuch*, BGB).

b. Furthermore, Non-EU Contracts are applicable to SAP as well, which is a party to such Non-EU Contracts, subject to the following: Since Customer, as the Data Exporter, has entered into the SAP Support Contract with SAP (as commissioned data processing according to sec. 11 Federal Data Protection Act, *Bundesdatenschutzgesetz, BDSG,* Art. 2e, 17 para. 3 EU Directive on Data Protection 95/46/EG and the respective national regulations implemented under this Directive) and the Data Importers act as Non-EU Subcontractors for SAP, SAP is primarily responsible vis-á-vis the Data Exporter that the Data Importers fulfill their obligations as stipulated under the EU Model Clauses. For this purposes, SAP is subject to derived obligations to monitor and control the Non-EU Subcontractors and may exercise the control rights stipulated in the Non-EU Contracts for the benefit of the Data Exporter. Data Exporter remains obligated to monitor the exercise of such monitoring and control rights and may, at any time, exercise such rights itself with regard to the Non-EU Subcontractors.

9. Miscellaneous

Where not explicitly provided for otherwise in this Annex Data Protection, the regulations of the SAP Support Contract remain unaffected

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Exhibit [TOM] to Commissioned Data Processing Schedule

AGS Data Protection Management System: Technical-Organizational Measures	
Herausgeber: DPPO / SDP / GRC Security	Version 1.0, 01. November 2010
Document Classification:	Customer
This document was created and will be reviewed annually by SAP Data Protection and Privacy Office, SAP Global GRC Security, SAP COO Security and Data Protection and SAP Global Legal	

1. Introduction

1.1. This document describes how the legally required, detailed security measures for personal data are implemented within SAP Support activities and infrastructure.

1.2. Personal Data at SAP is handled and protected in a way that is designed to:

a. Maintain confidentially (only authorized persons receive access).

b. Safeguard integrity (only authorized persons can change the personal data).

c. Maintain availability (where personal data is stored within SAP as part of its contractual obligations, the information is available within the bounds defined by the owner of information).

1.3. The SAP AG Executive Board has established a global SAP Security Policy, which is a binding guideline for wholly-owned subsidiaries within the SAP Group and their employees. The SAP Security Policy governs the fundamental aspects of the security measurements at SAP for protecting its employees, assets, information and systems. It also forms the basis for the security measures to be taken in the specific business areas and SAP companies. Through the SAP Security Policy, every employee and third-party contractor accessing SAP's system is made aware of his/her responsibility with regard to SAP's security guidelines and is obligated to be proactive in exercising such responsibility. The Security Policy also defines SAP's security objectives and outlines those set out in specific security standards. Such security standards provide instructions for specific areas of security (e.g. data protection, facility access restriction, virus protection) that enable SAP employees to implement the security requirements.

1.4. All SAP employees are obliged to comply with the security policy and observe the security standards contained therein. All service provider must implement security measures according the Security Standard "Business Process Outsourcing".

1.5. All SAP employees and all third party personnel providing services to SAP and having access to data is obliged in writing to observe data secrecy according to applicable law.

2. Technical-Organizational Measures Security Measures in SAP AG's Active Global Support (AGS)

In the following sections, the minimum measures are defined, which can be enhanced and improved at any time. This may also lead to a replacement of specific measures by others to achieve the same goals.

2.1. Access Control:

Unauthorized persons shall be prevented from gaining physical access to premises, buildings or rooms where data processing systems are located which process personal data.

Measures:

SAP protects its assets and facilities using the appropriate means based on a security rating conducted by an internal security department.

In general, all buildings are safeguarded by access control provisions. This is accomplished mainly by an RFID-based access control. At the absolute minimum, the exterior shell is always equipped with a certified master key system, including the last activity key administration.

Depending on their security rating, buildings, areas, and premises are furthermore protected by additional means – from specific access profiles, closed circuit TV, and intrusion detection systems up to biometric access control methods and apron security schemes.

Access rights for all authorized personnel are granted individually in accordance with specific requirements. The procedures apply to visitors as well.

2.2. System Access Control:

Data processing systems must be prevented from being used without authorization.

Measures:

There are multiple levels of authorization used to sensitive systems. There are procedures in place that require that users be added, deleted and amended only on the basis of appropriate authorization.

All users access SAP's system with a unique identifier (user ID).

SAP has procedures in place to ensure that requested changes to users' access are accurately processed (e.g. no unauthorized privileges are granted). If a user leaves the company, his access authorizations will be suspended.

SAP has a password policy that prohibits the sharing of passwords, outlines processes after a disclosure of a password and requires the regular change of passwords. Individual user IDs are assigned for authentication. The passwords are always stored in encrypted form. SAP ensures that default passwords are changed on networking devices. Each computer has a password protected screensaver.

2.3. Data Access Control:

Persons entitled to use data processing systems shall gain access only to the data which they have a right of access and personal data must not be read, copied, modified or removed without authorization in the course of processing.

Measures:

Access to personal, confidential or sensitive information is limited to a strict "need-to-know" basis. In other words, employees or external third parties have access to the information they require in order to carry out their work. All personal, confidential or sensitive information is protected against unauthorized access in line with the relevant security requirements. Confidential information has to be kept confidential.

All production servers are located in server/computer rooms. The security of applications used in conjunction with personal, confidential and sensitive data is reviewed. SAP performs internal and external security assessments of its IT environment.

SAP does not allow installation of personal and non-corporate approved software on network computers.

SAP has established a Security Standard about safe and permanent destruction of data that is no longer required.

2.4. Data Transmission Control:

Except as necessary for the provision of the services in accordance with the service agreement, personal data must not be read, copied, modified or removed without authorization during transfer or storage and it shall be possible to establish to whom personal data was transferred to.

Measures:

The data encryption during the transmission between SAP's network and networks outside SAP is ensured. If a transport of personal data with a carrier is necessary, an adequate methodology is used to ensure the service agreement (encryption, plumbed container etc.).

2.5. Data Input Control:

It shall be possible retrospectively to examine and establish whether and by whom personal data have been entered into data processing systems, modified or removed.

Measures:

SAP permits only authorized personnel to modify personal data within the scope of their function. During the support delivery process, the access to customer systems by users and administrators is logged.

2.6. Job Control:

Personal data being processed on commission shall be processed solely in accordance with the service agreement and related instructions of the client.

Measures:

SAP has established controls to monitor the contractual performance of SAP and SAP's sub-contractors.

Within the SAP's security policy, the data classification schema identifies customer data as restricted access. In each step of the process the personal data received from different clients are always separated physically or logically.

2.7. Availability Control:

Personal data shall be protected against disclosure, accidental or unauthorized destruction or loss.

Measures:

SAP uses backup procedures and mechanisms that enable business-critical systems to be restored in the proper timeframe. SAP deploys UPS, battery banks, generators and so on to ensure the power supply of the data center. Emergency backup equipment (e.g. generators, UPS and air conditioning) is tested regularly.

Firewalls and other forms of packet-level controls are in place. There is a policy in place requiring antivirus software on networked computers. The virus-scanning software is updated on a regular basis.

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