SOFTWARE LICENSE AND RELATED SERVICES AGREEMENT

This Software License and Related Services Agreement (the "**Agreement**") is a binding agreement between you ("**Licensee**") and **SAP Finland Oy** whose address is Keilasatama 5, 02150 ESPOO, Finland ("**Licensor**") for the purchase of the software and/or services described in an Order that refers to this Agreement.

1. DEFINITIONS.

1.1 **"Documentation"** means the user documentation and the reference manual(s), in whatever form recorded, supplied by Licensor with the Product.

1.2 "**Licensee**" means the specific corporation or division designated in the applicable Order or any permitted successor assignee (whether by change of name, dissolution, merger, consolidation, reorganisation or otherwise) to such corporation or division or its business assets.

1.3 "**Licensee Associated Companies**" means those companies in which Licensee or Licensee parent or holding company hold at least fifty per cent of the voting rights or equity on the Effective date of this Agreement. Licensee Associated Companies may place Order(s) under this Agreement and the terms of this Agreement shall apply provided that such Order(s) references this Agreement Number.

1.4 **"Order"** means a non-cancellable, non-refundable document entitled "Purchase Order" or "Purchase Schedule" or "Order Schedule", executed by the parties, that refers to this Agreement and describes in greater detail Licensee's order-specific information including, but not limited to: , Licensee's billing information, lists of Products ordered, pricing, and payment and shipping information. Such Order(s) is (are) hereby incorporated into this Agreement by reference.

1.5 **"Outsourcer"** means a third party engaged by Licensee for internal data processing, consulting, product customisation, or internal information management.

1.6 **"Products"** means the machine-readable object code of the software programs specified in an Order (in conjunction with a Licensor quotation), together with any Documentation and Updates thereto.

1.7 **"Support Services"** means Product support services.

1.8 **"Updates"** means any update, release, or enhancement that may be provided under Support Services.

1.9 **"Warranty Period"** means thirty (30) days from the date of initial delivery to Licensee of the applicable Product (excluding Updates).

2. LICENSE.

2.1 **License Grant.** Subject to Licensee's compliance with this Agreement, Licensee is granted a non-exclusive and non-transferable license to use the Products identified in an Order accepted under this Agreement for Licensee's internal business purposes in accordance with the Product Use Rights as detailed at www.sap.com/company/licenses. Licensee Associated Companies that specify this Agreement number in an Order shall be granted a license to the Products and shall have the benefit of the Support Services both as may be described in the Order on the terms of this Agreement and subject to the following conditions:

i) Licensee will ensure that each of such Licensee Associated Companies are aware of and comply with the terms and conditions of this Agreement as though such Licensee Associated Companies were the Licensee; and

ii) Licensee will indemnify Licensor and keep Licensor fully and effectively indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature which Licensor may sustain as a result of a failure by any Licensee Associated Companies to comply with the terms and conditions of this Agreement.

2.2 **License Restrictions.** Except as expressly permitted by this Agreement, Licensee may not: (i) lease, loan, resell, sublicense, or otherwise distribute a Product; (ii) use a Product to provide or operate Application Service Provider (ASP), service bureau, marketing, training, outsourcing services, or consulting services, or any other commercial service related to the Products; (iii) use a Product to develop a product which is competitive with any of the software programs manufactured and/or marketed by Licensor; (iv) permit third-party access to, or use of, the Products, except as expressly permitted herein; (iv) distribute or publish keycode(s) to the Products; or (v) use unauthorised keycode(s). Licensee shall notify Licensor if Licensee becomes aware of any unauthorised third party access to, or use of, a Product.

2.3 **Outsourcers.** If Licensee contracts with an Outsourcer, Licensee may permit access to, and use of, the Products by the Outsourcer, provided that: (i) the Outsourcer complies with the terms of this Agreement and accesses and uses the Products solely for purposes of rendering services to Licensee; and (ii) the total number of licenses used by Licensee and Outsourcer must not exceed the number of licenses purchased. Licensee shall be responsible and liable for Outsourcer's compliance with the terms of this Agreement. Upon completion of Licensee's services by Outsourcer, Licensee shall certify in writing that Outsourcer has un-installed and destroyed all copies of Products within thirty (30) days of such completion of services and Licensee will give Licensor any reasonable assistance Licensor may request to ensure Outsourcer complies with this clause.

2.4 **Duplication of Product.** Licensee may make Product copies equal to the number of licensed copies expressly authorised under this Agreement plus a reasonable number of archival copies for inactive backup purposes. All Product copyright, trademark, patent, and related proprietary notices incorporated in or fixed to the Product shall be duplicated by Licensee on all copies or extracts thereof and shall not be altered, removed, or obliterated.

2.5 **Product Ownership and Restrictions.** All intellectual property rights and title to the Product shall remain with Licensor and/or its suppliers and no interest or ownership therein is conveyed to Licensee. No right to modify (even for purposes of error correction), adapt, or translate the Product or create derivative works therefrom is granted to Licensee, except as necessary to configure the Product using the menus, options and tools provided for such purposes and contained in the Product. Licensee shall not use the Product to develop a product that converts the report file (.RPT) format to an alternative report file format used by any general-purpose report writing, data analysis, or report delivery product that is not the property of Licensor or alter, disassemble, decompile, translate, adapt, or reverse-engineer the report file (.RPT) format.

Nothing in this Agreement shall be construed to mean, by inference or otherwise, that Licensee has any right to obtain Product source code. Except as required to be permitted by applicable law, reverse compiling (including reverse compiling to ensure interoperability), reverse engineering and other source code derivation of the Product is prohibited. If Licensee wishes to exercise any right to reverse engineer to ensure interoperability in accordance with applicable law, Licensee shall first provide written notice to Licensor and permit

Licensor, at its discretion, to make an offer to provide information and assistance reasonably required to ensure Product interoperability with other Licensee products for a fee to be mutually agreed upon (if any).

2.6 **Product Territory**. **(a)** The licenses granted hereunder are intended for installation in Finland (the "Territory"). Licensee shall not ship, transfer, or otherwise export the Product outside the Territory without Licensor's prior written consent and payment of any additional fees at Licensor then current rates. When exporting the Products, Licensee shall comply with all applicable export laws and regulations. **(b)**. Any person or entity exporting or re-exporting Business Objects products directly or indirectly and via any means, including electronic transfer, is wholly responsible for doing so in accordance with the U.S. Export Administration Regulations and the laws of host countries. Licensor assumes no responsibility or liability for Licensee failure to obtain any necessary export approvals. Specifically, no Licensor product may be exported to embargoed or otherwise restricted countries or end-users. This provision shall survive the expiration or earlier termination of this Agreement.

3. SUPPORT AND ADDITIONAL SERVICES.

3.1 **Support Services.** The terms and conditions for Support Services provided directly by Licensor can be found at www.sap.com/company/licenses. Support Services may be obtained at Licensor's then-current rates and for terms specified in an Order referencing a written Licensor quotation. Licensor may suspend or terminate Support Services for all Product(s) in the event that Licensee does not pay fees for Support Services when due. If Licensee purchases Support Services for a Product, then Licensee shall purchase Support Services for all licenses of such Product in its possession. Licensor may select qualified subcontractors to perform Support Services or assign performance of Support Services to Business Objects S.A. or any of its subsidiaries or affiliates. Support Services shall only be provided on a twelve (12) month basis, and shall be automatically renewed each year unless Licensee or Licensor gives written notice thirty (30) days prior to the end of the initial service period or any extension thereof, of its intention to terminate the service. Support Services fees at the time of automatic renewals shall be invoiced to Licensee at the then-current Support Services rates. For a period of three (3) years from the date each Product license is initially acquired by Licensee under this Agreement, the Support Fees for such Product shall not exceed the Support Fees paid, for the same support plan, subject to any limit on increases to maintenance renewal rates as set forth in the previous year by more than the Retail Prices Index during the previous calendar year.

3.2 **Consulting Services**. If Licensee acquires product consulting or professional services, those services will be governed by this Agreement and the Additional Consulting Terms available at the Business Objects Licenses web site (www.sap.com/company/licenses). Consulting Services may be obtained at Licensor's then-current rates and for terms specified in an Order Schedule, Purchase Schedule, Statement of Work or Purchase Order referencing a written Licensor quotation. Should Licensor agree to provide consulting services, the payment of the Product license and Support Services fees under this Agreement shall not be contingent under any circumstances upon the performance of any such services including installation and implementation services.

3.3 **Education Services.** If Licensee acquires education or training services, those services will be governed by the Business Objects Education Services Terms available at the Business Objects Licenses web site (www.sap.com/company/licenses). Education services may be obtained at Licensor's then-current rates and for terms specified in an Order Schedule, Purchase Schedule or Purchase Order referencing a written Licensor quotation.

4. FEES; TAXES; PAYMENT TERMS; PURCHASE ORDERS; SHIPPING

4.1 **Fees.** Licensor fees or other charges for any Product, Support Services, Documentation, or other service shall be as specified in an Order or on a written price quotation from Licensor duly referenced in the Order. Discounts extended by Licensor under this Agreement shall not apply to fees due when Licensee orders additional Products or services, unless otherwise stated in Licensor's price quotation or Order. All amounts payable under this Agreement shall be non-refundable and not subject to set off or deduction by Licensee.

4.2 **Taxes.** Licensor fees are exclusive of, and Licensee is responsible for, duties and taxes (other than Licensor taxes on income).

4.3 **Invoicing and Payment.** All payments of fees and charges under this Agreement shall be made in the currency specified in the invoice within thirty (30) days of the date of the applicable Licensor invoice. Any amount payable by Licensee to Licensor hereunder which is past due may be subject to a late payment charge equal to one percent (1%) per month, or the highest rate permitted by law, whichever is less**.** The receipt or request for payment of such amounts shall not prejudice Licensor's rights with respect to Licensee's failure to pay on the due date**.**

4.4 **Shipping.** Licensor, without liability to Licensee, reserves the right to refuse shipment of Product if the Purchase Orders received are incomplete, improperly completed or if Licensee is not up to date with any other payments due to Licensor. Licensor shall fulfil Purchase Orders in accordance with the terms of this Agreement and ship Products and Documentation via electronic delivery or other available shipping method FOB origin, Licensor's site.

5. LIMITED WARRANTIES.

5.1 Licensor warrants that, during the Warranty Period, the Products (excluding Updates) will operate substantially in conformity with the applicable Documentation. Updates are not included within the definition of Products for the purposes of any Warranty or Warranty Period.

5.2 Within the Warranty Period, if Licensee detects a defect in a Product's physical media, Licensee may return the defective media to Licensor and Licensor will replace it free of charge.

5.3 Provided that Licensor is notified in writing of a Product's nonconformance with the warranty set forth in section 5.1 within the applicable Warranty Period, Licensor shall, at its option: a) repair or replace the defective Product, or b) refund the license fees paid for the Product in exchange for a return of the defective Product. In the event of a refund, Licensee's license to use the Products will immediately expire. This Section 5.3 is Licensee's exclusive remedy for breach of the limited warranty in Section 5.1. The above warranties specifically exclude defects resulting from accident, abuse, misapplication or unauthorised repair, modifications, enhancements and installation in an incompatible environment. Licensor does not warrant that use of the Products will be uninterrupted or error free.

5.4 EXCEPT FOR EXPRESS WARRANTIES STATED IN THIS SECTION 5 AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS", AND LICENSOR AND IT'S SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY (I) OF MERCHANTABILITY OR SUITABILITY, (II) OF FITNESS FOR A PARTICULAR PURPOSE, OR (III) OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

6. LIMITATION OF LIABILITY. To the maximum extent permitted by applicable law, in no event will Licensor or its suppliers be liable to Licensee or any third party for any indirect, special, incidental, consequential, or punitive damages, including without limitation, any lost profits or revenues, loss or inaccuracy of any data, or cost of substitute goods, regardless of the theory of liability (including negligence) and even if Licensor been advised of the possibility of such damages. Except for the obligation under section 7 (indemnification), Licensor's and its suppliers' aggregate liability to Licensee for actual direct damages for any cause whatsoever shall be limited to the greater of 125% of the cumulative product license fees paid or payable by Licensee to Licensor for the product directly causing the damages or the fees paid or payable by Licensee to Licensor for the service directly causing the damages, or EUR 50,000**.** In no event shall Licensee raise any claim under this Agreement more than two years after: (i) the discovery of the circumstances giving rise to such claim; or (ii) the effective date of the termination of this

Agreement. Nothing in this Agreement shall exclude or limit either party's liability for death or personal injury caused by that party's negligent act or omission or by wilful default. In entering into this Agreement, Licensee had recourse to its own skill and judgement and has not relied on any representations made by the Licensor. This limitation of liability shall not apply to the clause 7 below.

7. THIRD PARTY CLAIMS.

7.1 Licensor shall: (i) defend, or at its option settle, any claim brought against Licensee the extent that it is based on an allegation that a Product infringes a third-party patent, trade-mark or copyright of the country in which Licensee take delivery of the Product; and (ii) indemnify and hold Licensee harmless from all damages, costs and expenses finally awarded against Licensee by a court of competent jurisdiction or agreed to by way of a settlement entered into by Licensor on Licensee's behalf, ***provided that***: Licensee (i) notifies Licensor promptly of each such claim; (ii) gives Licensor sole control of the defence and/or settlement of the claim; (iii) fully cooperate with Licensor in the defence or settlement of the claim; (iv) mitigate such damages, costs and expenses as far as is reasonably possible; and (v) take no action that may prejudice Licensor's ability to defend the claim.

7.2 If all or any part of the Product is, or in the opinion of Licensor is likely to become, the subject of a claim of infringement, Licensor may at its sole discretion: (i) procure for Licensee the right to use the Product or the affected part thereof; (ii) replace the Product or affected part with other software that has the same or additional functionality; (iii) modify the Product or affected part to make it non-infringing; or (iv) if none of the foregoing remedies is commercially feasible as determined by Licensor in its sole discretion, Licensor shall refund, upon return of the infringing Product, a pro-rated (over a 36 month period on a straight-line basis) portion of the payments paid by Licensee to Licensor for the Product or the affected part.

7.3 Licensor shall have no liability or other obligations to the extent a claim is based on: (i) failure to use an update provided by Licensor, if infringement could have been avoided by use of the updated version; (ii) combination, operation, or use of Products with other products not provided by Licensor, if such infringement would have been avoided in the absence of such combination, operation, or use; (iii) Licensee's use of Product in any manner inconsistent with the applicable license terms and conditions; (iv) modification, alteration, or enhancement to the Product not performed or expressly authorised by Licensor; (v) the furnishing to Licensee of any information, service or technical support by a third party; (vi) non-licensed use of the Products.; or (vii) Licensee's compliance with Licensor's designs, specifications or instructions.

THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATION OF LICENSOR AND THE EXCLUSIVE REMEDY OF LICENSEE FOR CLAIMS OF INFRINGEMENT OF THIRD PARTY RIGHTS.

8. TERM AND TERMINATION. Except where the Products are licensed on a subscription basis or as otherwise specified in an Order or any written Licensor price quotation duly referenced in an Order, the Product licenses granted hereunder shall be perpetual on the condition that Licensor remain party to a valid license agreement with Licensee. Any Products licensed on a subscription basis shall terminate upon the expiration of the then current term, unless the term of the subscription is renewed on or prior thereto. Notwithstanding the foregoing, Licensor may terminate this Agreement and any licenses and services provided hereunder if: (i) Licensor notifies Licensee in writing of a breach this Agreement in any way whatsoever. Licensee will notify Licensor in writing of any breach and if such breach is not cured within thirty (30) days Licensor shall be entitled to terminate this Agreement; or (ii) Licensee makes an assignment for the benefit of creditors or proceedings are commenced by or for Licensee under any bankruptcy, insolvency, or debtor's relief law. Termination shall not relieve Licensee from its obligation to pay fees that remain unpaid and shall not limit either party from pursuing other available remedies. Upon termination by Licensor of this Agreement or any part thereof, Licensor shall have no obligation to refund to Licensee any fees paid by Licensee, and Licensee agrees to waive, in perpetuity and unconditionally, any and all claims for refunds. If a Product license is revoked or expired, Licensee must certify in writing to Licensor that Licensee has immediately un-installed and destroyed all copies of the Product within thirty (30) days of such revocation/expiration. The following Sections survive termination of this Agreement: **4, 5.4**, **6**, **7**, **8**, and **9**.

9. GENERAL

9.1 **Confidential Information.** Each party receiving Confidential Information ("Recipient") shall retain in confidence and require its employees, agents, and contractors to retain in confidence all Confidential Information of the other party ("Discloser"). "Confidential Information" means (i) the terms and conditions of this Agreement, (ii) all financial terms and conditions contained in Licensor's quotation; (iii) the Products as well as results of any Product benchmark or similar tests (whether performed by Licensor, Licensee, or any third party); (iv) any information, in written or other tangible form, which has been conspicuously marked by Discloser as "confidential" or "proprietary" or if not so marked, was indicated at the time of disclosure to be confidential and is later summarised and confirmed as confidential in writing transmitted to Recipient within ten (10) days after disclosure. Recipient shall protect Discloser's Confidential Information in the same manner Recipient protects its own Confidential Information of similar importance, but in no event with less than reasonable care. Confidential Information shall remain the sole property of the Discloser and shall not be disclosed to any third party without Discloser's express written consent (except, solely to employees, agents, advisors, attorneys, consultants, and subsidiaries, who need to know and are bound by a written agreement with Recipient to maintain the confidentiality of such Confidential Information in a manner consistent with this Agreement). Confidential Information shall not include any information that: (i) is or becomes publicly available without the Recipient's breach of any obligations owed to the Discloser; (ii) is known to the Recipient prior to the Discloser's disclosure of such information to the Recipient; (iii) becomes known to the Recipient from a source other than the Discloser without a breach of an obligation of confidentiality owed to the Discloser; or (iv) is independently developed by the Recipient. Notwithstanding the foregoing, Licensor may disclose that Licensee is a customer of Licensor. In addition, either party may disclose information in compliance with applicable law or a court order, provided the Discloser is given reasonably prompt notice thereof.

9.2 **Duration of Confidentiality Obligation**. The obligations set forth herein with respect to Confidential Information shall continue in full force and effect for a period of two (2) years after the date of termination of this Agreement. Thereafter, the parties' obligations survive and continue with respect to any Confidential Information that is a trade secret under applicable law.

9.3 **Feedback.** Notwithstanding Section 9.1, Licensor shall be free to use, for its own business purposes, any ideas, suggestions, concepts, know-how or techniques contained in information received from Licensee that directly relates to Licensor's products or business. For example, Licensor (and its suppliers) shall be free to incorporate any suggested changes or modification to the Products into products licensed to other customers.

9.4 **Governing Law and Venue**. This Agreement shall be construed, and the legal relations between the parties hereto shall be determined, in accordance with the laws of Finland. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The venue for any claims arising under this Agreement shall be the courts of Finland and parties agree to submit to the exclusive jurisdiction of such courts.

9.5 **Integration and Amendment**. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous conditions, agreements, communications or representations, whether oral or written, relating to the subject matter hereof. A party has not relied on any statement or representation by an employee or agent of the other party in entering into this Agreement. Any additional or different terms in Licensee's documents (including any terms contained on Purchase Orders) are hereby deemed to be material alterations and notice of objection to, and rejection of, them is hereby given. Except as permitted herein, this Agreement may not be modified or any term or condition waived except in a writing signed by a duly authorised representative of each party. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof. Headings are for convenience only and shall not affect the interpretation of any provision

hereunder. Signatures sent by electronic means (facsimile or scanned and sent via email) shall be deemed original signatures.

9.6 **Assignment**. Neither this Agreement nor any right, obligation, or Product licensed hereunder may be assigned by Licensee without Licensor's prior written consent. Any purported assignment in violation of the foregoing is void. Subject to the foregoing, the provisions of this Agreement shall be binding upon and inure to the benefit of the parties, and their permitted successors and assigns.

9.7 **Severability/Waiver**. If any provision of this Agreement is declared unlawful, void, or unenforceable, then that provision shall be limited to the extent enforceable, or otherwise severed, and will not affect the validity and enforceability of the remaining provisions. No waiver of any contractual right will be effective unless in writing by an authorised representative of the waiving party. No waiver of a contractual right will be deemed a waiver of any future right.

9.8 **Audits**. i) **Self-Audits**. To help manage Licensee's use of the Products and Licensee's compliance with this Agreement, Licensee agree to perform a self-audit upon 10 working days prior written notice from Licensor, on the self audit form made available by Licensor. If Licensee's-self audit form reveals a discrepancy that Licensee have previously or are currently using more of Licensor's products than Licensee has valid licenses for, Licensee must submit a Purchase Order to Licensor at the same time as returning the self-audit form to Licensor. In the event that Licensee is late in submitting a self-audit form Licensor may delay accepting orders and/or suspend Support Services until Licensor receives the self-audit form and Licensor may instigate the Formal Audit process defined below.
ii) **Formal Audits**. Licensor, or Licensor's designated agent, may, upon five (5) working days prior written notice to Licensee, inspect any of Licensee's facility where Products are used and audit records for the purpose of confirming Licensee's use of the Products and Licensee's compliance with this Agreement. Licensor may perform only one formal audit per twelve (12) month period unless a previous audit reveals a discrepancy. Licensor's audit shall be performed at Licensor's sole expense; ***provided however***, that if, as a result of Licensor's audit, it is determined that Licensee's owes Licenssor additional fees, then Licensee shall bear the reasonable cost of Licensor's audit and pay all past-due fees immediately in accordance with the terms of this Agreement. This section survives termination of this Agreement for two (2) years.

9.9 **Government Rights**. The Product shall be deemed "commercial computer software" and "commercial computer software documentation" pursuant to DFAR Section 227.7202 and FAR Section 12.212 (and any successor sections). The use of the Product including, but not limited to, its reproduction and display, by the United States of America and/or any of its instrumentalities, regardless of form (collectively "Government"), shall be governed by this Agreement.

9.10 **Force Majeure.** Except with respect to the obligation to pay fees when due hereunder, neither party shall be deemed in default of this Agreement because of a delay or failure in performance of its obligation resulting from any cause beyond its reasonable control (a "Force Majeure"), 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.

9.11 **Notices**. Any notices required or permitted to be given hereunder shall be delivered by personal delivery, express courier, or recorded delivery, postage prepaid, return receipt requested, to a party's address set forth in an Order, or if to Licensor to SAP Finland Oy, Attn: Contracts Manager, Keilasatama 5, 02150 ESPOO, Finland. A notice shall be deemed effective when actually delivered. Either party may change its address for purposes of this Agreement by written notice given in accordance herewith.

9.12 **Press Releases.** Except when the parties have agreed otherwise in writing, neither party shall issue press releases or make public statements or announcements without the other party's advance consent. Notwithstanding the foregoing, Licensee agrees to allow Licensor to state that Licensee is a customer on Licensor's website and marketing materials and to issue a press release announcing Licensee's selection of Licensor as Licensee Business Intelligence Solution provider. Licensee will draft the press release, to be mutually agreed upon by the parties prior to release. Subject to spokesperson availability and Licensee corporate communications policies, Licensee will conduct at least one press interview with a computer trade (such as InformationWeek) or business publication

9.13 **Intellectual Property Rights/Remedies**. Nothing in this Agreement waives or limits extra-contractual rights or remedies available to Licensor to protect Licensor's rights in the Products, including those available under U.S. copyright law, international treaties or national copyright and intellectual property laws of the countries in which Licensee use the Products.