General Terms and Conditions for SAP Cloud Services of SAP (Schweiz) AG ("Cloud GTC")

Article 1 Definitions

1.1 "**Affiliate**" means any legal entity that is affiliated with another company holding an equity stake and voting rights of more than 50%.

1.2 "**Agreement**" means these General Terms and Conditions and any Order Form referencing these General Terms and Conditions, and any other schedules, statements of work, exhibits or appendices thereto, whether attached or incorporated by reference.

1.3 "**Confidential Information**" means, with respect to Customer, the Customer Data, and with respect to SAP: (a) the Service, including, without limitation, all (i) computer software (both object and source codes) and related Service documentation or specifications; (ii) techniques, concepts, methods, processes and designs embodied in or relating to the Service; and (iii) all application program interfaces, system infrastructure, system security and system architecture design relating to the Service; (b) SAP research and development, product offerings, pricing and availability; and (c) any information about or concerning any third party which information was provided to SAP subject to an applicable confidentiality obligation to such third party. In addition to the foregoing, Confidential Information of either SAP or Customer (the party disclosing such information being the "Disclosing Party") may also include information which the Disclosing Party protects against unrestricted disclosure to others and which (i) if in tangible form, the Disclosing Party clearly identifies as confidential or proprietary at the time of disclosure; and (ii) if in intangible form (including disclosure made orally or visually), the Disclosing Party identifies as confidential or proprietary at the time of disclosure, summarizes the Confidential Information in writing, and delivers such summary within thirty (30) calendar days of any such disclosure.

1.4 "**Content**" means visual, audio, numeric, graphical, text or other data or content supplied by third parties and made available by SAP for utilization with the Service.

1.5 "**Customer**" means the entity or individual that has consented to this Agreement by execution of an Order Form that references these General Terms and Conditions or by other legally binding method of acceptance of this Agreement, including, but not limited to, checking a box on a registration page.

1.6 "**Customer Data**" means any content, materials, data and information provided by Customer or its Named Users to SAP in the course of using the Service.

1.7 "**Documentation**" means SAP's then-current technical and functional documentation for the Service which is delivered or made available to Customer with the Service (excluding any advertisements or other descriptions even if published by SAP).

1.8 "**Named User**" means Customer's and its Affiliates' employees, agents, contractors, consultants, suppliers or other individuals who are authorized by Customer to use the Service.

1.9 "**Order Form**" means the written order form or other ordering documentation (including a registration Webpage or Website) entered into by SAP and Customer containing the specific terms and conditions applicable to the Service and which references these General Terms and Conditions.

1.10 "**SAP**" means the SAP (Schweiz) AG.

1.11 "Service" means the hosted, on cloud service described in the Order Form.

1.12 "**Site**" means an SAP established Internet site through which the Service is made available.

1.13 "**System Availability**" means the average percentage of total time during which the Service is available to Customer, excluding (i) any maintenance windows (as may be defined in a supplement to this Agreement); (ii) any emergency maintenance (as may be defined in a supplement to this Agreement); (iii) delays due to conditions beyond the reasonable control of SAP; (iv) delays caused by equipment provided by Customer (or its service providers); or (v) delays caused by systems outside of the Service, including, but not limited to, Customer's network.

1.14 "**Work Product**" means any work product or tangible results produced by or with SAP pursuant to this Agreement, including in the course of providing support, training or configuration services to Customer. Work Product includes works created for or in cooperation with Customer, but does not include any Customer Data, Customer Confidential Information or the Service. For clarity, some services may be performed under a statement of work, which statement of work will be governed by the terms and conditions of this Agreement.

Article 2 Usage Rights

2.1 SAP shall make the Service available to Customer in accordance with and during the term stated in the Order Form to permit Named Users to remotely access and use the Service solely for Customer's own internal business purposes as permitted by and subject to the terms of this Agreement and the Documentation. The right to use the Service is worldwide, subject to restrictions listed on www.sap.com/company/legal/index.epx as may be updated from time to time and subject to Section 13.5.

2.2 Customer shall not sublicense, license, sell, lease, rent, outsource or otherwise make the Service available to third parties, other than Named Users who are using the Service in support of Customer's authorized use of the Service. Customer shall be responsible for the acts and omissions of its Named Users as if they were the acts and omissions of Customer. Rights of any Named User licensed to utilize the Service cannot be shared or used by more than one individual. In addition, a Named User may not be transferred from one individual to another unless the original user no longer requires, and is no longer permitted, access to the Service.

2.3 Customer shall not remove notices and notations on the Site or in the Service that refer to copyrights, trademark rights, patent rights and other intellectual property rights. SAP or its licensors own all right, title and interest in any and all copyrights, trademark rights, patent rights and other intellectual property or other rights in the Service, as well as any Work Product, and any improvements, design contributions or derivative works conceived or created by either party in or to the Service. Except as otherwise agreed in writing, Customer is granted the nonexclusive right to use the Work Product in connection with its use of the Service and subject to the terms of this Agreement. Except for the limited rights expressly granted herein, this Agreement does not transfer from SAP any proprietary right or interest in the Service. All rights not expressly granted to Customer in this Agreement are reserved by SAP and its licensors.

2.4 When using the Service, Customer shall not, and shall ensure that its Named Users do not: (a) copy, translate, disassemble, decompile, reverse-engineer or otherwise modify any parts of the Service (except as described and to the extent permitted in the Documentation or by applicable law); (b) transmit any content, data or information that is unlawful, harmful, threatening, malicious, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy or right of publicity, hateful, or racially, ethnically or otherwise

objectionable; (c) infringe the intellectual property rights of any entity or person; (d) interfere with or disrupt the SAP software or SAP systems used to host the Service, or other equipment or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service made known to Customer; (e) use the Service in the operation of a service bureau, outsourcing or time-sharing service; (f) provide, or make available, any links, hypertext (Universal Resource Locator (URL) address) or other similar item (other than a "bookmark" from a Web browser), to the Site or Service, or any part thereof; (g) circumvent the user authentication or security of the Site or Service or any host, network, or account related thereto; (h) use any application programming interface to access the Service other than those made available by SAP; (i) make any use of the Service that violates any applicable local, state, national, international or foreign law or regulation; or (j) except for rights provided to Named Users as permitted in this Agreement, allow any third party to use any user identification(s), code(s), password(s), procedure(s) and user keys issued to, or selected by, Customer for access to the Service.

2.5 Some content on the Site may come from government sources, is in the public domain, and is not copyrightable.

2.6 The Site may contain links to external Web sites (including embedded widgets or other means of access) and information provided on such external websites by SAP partners and third-party service providers. SAP shall not be responsible for the contents of any linked Web site, or any changes or updates to such sites. Customer further agrees that SAP shall not be directly or indirectly responsible or liable for any damage or loss caused or alleged to be caused by or in connection with Customer's use of or reliance on any content, goods or services available on or through any such linked Web site. Any article, information, data, code, text, software, documentation, graphics, image, marketing material, video, photograph, message, or posting to any forum, wiki, or blog on the Site, whether publicly posted or privately transmitted, is the sole responsibility of the person or entity providing the content.

2.7 The Service may include Content. This Content is provided "as is", and SAP makes no warranty as to the accuracy or completeness of such Content. Customer uses such Content at its own risk, and SAP shall have no liability to Customer or any third party based on Customer's use of or reliance on such Content. SAP does not however warrant the accuracy of the Content or its suitability for any purpose or that Customer will obtain any specific results from the use of the Content.

2.8 SAP shall be entitled to monitor Customer's compliance with the terms of this Agreement, including but not limited the number of Named Users accessing the Service and, subject to Article 12 of this Agreement, SAP may utilize the information concerning Customer's use of the Service to improve SAP products and services and to provide Customer with reports on its use of the Service.

2.9 SAP may change or modify the Service at any time. SAP shall not materially diminish the Service during the term of the Order Form. Nothing in this Article 2.9 shall require SAP to continue to provide any portion of the Service if this would result in SAP violating the rights of any third party or any applicable law.

2.10 If Customer is granted access under this Agreement to a free (no fee) version of the Service, to the extent permitted by applicable law, Customer agrees that (i) SAP has no obligation to provide any particular service level or support services; and (ii) SAP may cease providing the Service at any time without notice. This Article 2.10 supersedes any conflicting term of this Agreement.

2.11 SAP may offer and Customer may choose to accept access to functionality that is not generally available and not validated and quality assured in accordance with SAP's standard processes ("**Beta Functionality**"). The purpose of such access is to allow Customer to test the functionality with its standard business operation and to provide feedback on such testing to SAP. Beta Functionality is described as such in the Documentation. SAP may require Customer to accept additional terms to use Beta Functionality. Any production use of the Beta Functionality is at Customer's sole risk. SAP does not warrant the correctness and completeness of the Beta Functionality, and SAP shall not be liable for errors or damages caused by the usage of the Beta Functionality.

Article 3 Support, Set up and Security

3.1 SAP will provide support for the Service as described in Exhibit 1 hereto.

3.2 SAP will use commercially reasonable security technologies (such as encryption, password protection and firewall protection) in providing the Service, and Customer shall comply with the applicable SAP security guidelines and procedures made known to Customer through the Service or otherwise.

3.3 SAP warrants at least ninety-nine percent (99%) System Availability over any calendar month. Should SAP fail to achieve ninety-nine percent (99%) System Availability over a calendar month, Customer shall have the right to receive a credit equal to two percent (2%) of its subscription fees for the Service for that month, for each one percent (1%) (or portion thereof) by which SAP fails to achieve such level, up to one hundred percent (100%) of the fees for such month. This is Customer's sole and exclusive remedy for any breach of this service level warranty; provided however, that should SAP fail to achieve ninety-nine percent (99%) System Availability in each of two (2) consecutive calendar months, Customer shall have the right to terminate the Order Form for cause, in which case SAP will refund to Customer any prepaid fees for the remainder of its subscription term after the date of termination. Claims under this service level warranty must be made in good faith and by submitting a support case within ten (10) business days after the end of the relevant period.

Article 4 Customer Responsibilities and Obligations

4.1 Subject to Article 12 below, Customer grants to SAP the nonexclusive right to use Customer Data for the sole purpose of and only to the extent necessary for SAP to provide the Service.

4.2 Customer shall be responsible for entering its Customer Data into the Service and Customer shall be responsible for the maintenance of the Customer Data supplied by it. Customer hereby represents and warrants to SAP that the Customer Data is free of all viruses, Trojan horses, and comparable elements which could harm the systems or software used by SAP or its subcontractors to provide the Service. Customer agrees that it has collected and shall maintain and handle all Customer Data in compliance with all applicable data privacy and protection laws, rules and regulations.

4.3 Customer shall change all passwords used to access the Service at regular intervals. Should Customer learn of an unauthorized third party having obtained knowledge of a password, Customer shall inform SAP thereof without undue delay and promptly change the password.

4.4 Customer is responsible for the connection to the Service, including the Internet connection.

4.5 SAP only supports the Service in those languages explicitly named in Exhibit 1. These are the only valid languages under which support is made available to the Customer.

Article 5 Additional Services

This Agreement does not include services other than those identified in the Order Form, the Documentation or a statement of work. Modifications of the Service or its configuration for Customer's needs are not included in the fees for the Service, but are set forth separately in the Order Form or a separate statement of work. If Customer elects to have any services provided by a third party, SAP shall have no liability for any defect or failure of the Service caused by such third-party services, and Customer shall not be entitled to any reduction in fees for the Service. SAP may deny access to the Service to any third party which SAP determines in its sole discretion poses a security risk or other risk to SAP systems, data or intellectual property.

Article 6 Prices and Terms of Payment

6.1 Customer shall pay to SAP the fees for the Service provided hereunder, in the amount as set forth in the Order Form, within thirty (30) calendar days of receipt of invoice. No cash discount is granted.

6.2 The fees set forth in the Order Form will be fixed for the committed subscription term. Following the subscription term of an Order Form, the subscription shall automatically renew for subscription terms equal in length to Customer's immediately preceding subscription term (each, as applicable, a "Renewal Term").

6.3 By giving Customer 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 term based licenses 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 monthly nominal salaries of fulltime employees in Switzerland in the information technology services sector ("Schweizerischer Nominallohnindex des Bundesamtes für Statistik der Löhne für den Wirtschaftszweig Erbringung von Dienstleistungen der Informationstechnologie" (NOGA Lohnindex Gruppe JC 62-63)"), currently published by the Swiss Federal Statistics Office (Bundesamt für Statistik, "BfS"). If publication of that index is discontinued, the applicable index for determination of the discretionary applicable change will be the index published by BfS 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 term based license 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.

6.4 Customer may add additional Named Users or other fee-based metrics during the term of the Order Form by executing an addendum or additional schedule to such Order Form, as applicable. The term of each addendum or schedule shall be co-terminus with the then-current term of the Order Form irrespective of the effective date of such addendum and all fees shall be prorated accordingly. Upon renewal of the Order Form, the term for all Named Users or other fee-based metric added to the Order Form prior to renewal shall be the same as specified in the Order Form, unless the parties agree to extend the term in the addendum.

6.5 Customer is responsible for monitoring its use of the Service. Customer shall without undue delay report to SAP any actual use in excess of the number of Named Users or the amount of any fee-based metric authorized under the Order Form and any other information reasonably necessary to calculate the amount of fees payable under the Order Form. Customer agrees to execute an addendum and pay all requisite fees in accordance with the terms of this Agreement to reflect any excess. Such fees shall accrue from the date the excess use began. For the avoidance of doubt, Customer shall not be entitled to claim any reduction of the fees payable under the Order Form or reduce the Named Users or other fee-based metrics during the term of the Order Form.

6.6 Except as expressly set forth in this Agreement or the Order Form, all purchases of Named User subscriptions hereunder are non-cancelable and all fees are non-refundable. Customer shall have no right to withhold or reduce fees under this Agreement or set off any amount against fees owed for alleged defects in the Service.

6.7 Any fees not paid when due shall accrue interest at the applicable statutory interest rate and may result in suspension of Customer's ability to access the Service until payment is made.

6.8 Fees and other charges described in this Agreement do not include federal, state or local sales, VAT, foreign withholding, use, property, excise, service, or similar taxes, if any ("**Tax**(es)") now or hereafter levied, all of which shall be for Customer's account. Any applicable direct pay permits or valid tax-exempt certificates must be provided to SAP prior to the execution of this Agreement. If SAP is required to pay Taxes, Customer shall reimburse SAP for such amounts. Customer hereby agrees to indemnify SAP for any Taxes and related costs, interest and penalties paid or payable by SAP.

6.9 Customer 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, Customer cannot assign its claims to a third party.

Article 7 Term, Termination and Termination Support

7.1 The term of this Agreement begins on the Effective Date set forth in the Order Form and shall continue in effect as described in the Order Form. Termination of individual Order Forms shall leave other Order Forms unaffected.

7.2 The right to terminate for cause remains unaffected. Notwithstanding the foregoing, both parties may extraordinarily terminate the On-Demand Agreement for cause as follows: SAP may terminate if (i) thirty (30) days after SAP gives Licensee notice of a material but remediable breach of any provision of the Agreement on Licensee's side, including thirty (30) days delinquency in Licensee's payment of any money due hereunder, Licensee has not cured such breach during such thirty (30) day period. Licensee may terminate if (ii) thirty (30) days after Licensee gives SAP notice of SAP's material breach of any provision of the Agreement, SAP has not cured such breach during such thirty (30) day period. In case of termination in accordance with section 7.2 (ii), Licensee shall be entitled to a pro-rata refund of prepaid fees for the applicable Service.

7.3 Notwithstanding SAP's right to terminate as set forth in section 7.2 above, in the event of (i) Licensee's material breach of the On-Demand Agreement which is not cured within thirty (30) days after receipt of written notice from SAP or (ii) a determination by SAP that Licensee's continued use of the Service may result in harm to the Service (including the systems used to provide the Service) or other SAP Licensees, or result in a violation of applicable law or legal rights of another, SAP will have the right immediately, in SAP's sole discretion, to remove the respective or any potentially offending Licensee Data (or in the event, a distinction is not possible, all Licensee Data) from the Service, deactivate Licensee's user name(s) and password(s) and/or suspend Licensee's access to the Service.

7.4 Upon the effective date of termination, Customer's access to the Service will be terminated. Customer shall have the ability to access its Customer Data at any time during a subscription term. Furthermore, upon reasonable request, Customer may export and retrieve its Customer Data during a subscription term, which request will be subject to technical limitations caused by factors such as (i) the size of Customer's instance of the Service; and (ii) the nature of Customer's request, e.g., the frequency and/or timing of the export and retrieval. Customer shall have the ability to export and retrieve its Customer Data within thirty (30) days after the effective date of termination. Thirty (30) days after the effective date of termination, SAP shall have no obligation to maintain or provide any Customer Data. Except when such Customer Data has been removed in accordance with Article 7.3, exported by Customer or Customer was granted a free (no fee) license to the Service, upon termination of the Agreement, SAP shall use commercially reasonable efforts to permanently and irrevocably remove, purge or overwrite all data still remaining on the servers used to host the Service, including, but not limited to, Customer Data, unless and to the extent applicable laws and regulations require further retention of such data.

7.5 Articles 6 (other than 6.2), 8, 9, 10, 11 and 12 shall survive the expiration or termination of this Agreement.

Article 8 Warranties by SAP

8.1 In respect of any element of the Service (especially the SAP Software made available as part of the Service) that falls within the ambit of the statutory liability for quality and title defects, SAP warrants subject to sections 8.1 to 8.6, the agreed qualities of that Service element that as defined in section 2.1 and warrants that the grant to Customer of the agreed rights does not infringe any third-party right. Customer shall report any defects to SAP in writing without undue delay, submitting a detailed description of the problem and any information useful for rectification of the defect.

8.2. To discharge its liability for shown material quality defects, SAP will remedy the defects either by providing to Customer a new version of the Service that is free of the defect, or at its election, by eliminating the shown defect. SAP may also eliminate a defect by indicating to Customer 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 Customer the legally incontestable right under license to use the Service or, at SAP's election, providing (in whole or in part) equivalent replacement or altered Service. Customer must accept a new version of the Service that is functionally compliant unless it would be unreasonable to require Customer to do so. The level of urgency of defect-correction work will reflect the extent to which business operations are impeded.

8.3. If Customer sets a reasonable limited additional time period for SAP to remedy the defect and SAP finally fails to do so in that time, Customer has the right to terminate the Order Form or reduce the remuneration. The requirements in sections 13.1 and 13.2 must be met with regard to fixing a reasonable limited additional time period. Subject to the exclusions and limitations in section 9, SAP undertakes to compensate for loss or wasted anticipatory expenditure caused by a defect. Other remedies for defects as to quality or defects in title are excluded.

8.4 Any and all claims claims under sections 8.1 to 8.3 expire in accordance with the terms section 10.4. This also applies to rights arising out of a termination of contract or reduction of remuneration under section 8.3, sentence 1. 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 same time specified herein. However, the time before the bar comes into effect is tolled while, with Customers consent, SAP is checking the existence of a defect or is remedying a defect, until SAP informs Customer 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. The reduction provisions in this section concerning the time before the time bar comes into effect do not apply in cases of SAP's intent or gross negligence, of fraudulent concealment of a defect or personal injury.

8.5 If SAP provides defect identification or elimination works or services without being under obligation to do so, SAP is entitled to remuneration under section 13.6. This applies in particular to any reported quality defect that is not reproducible or not imputable to SAP or in cases where the Service is not used in compliance with the 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 failure to properly discharge its duty to collaborate, inappropriate use of the Service, or failure to take the SAP services that SAP recommends.

8.6 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, Customer 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. SAP will compensate for loss or wasted anticipatory expenditure subject to the exclusions and limitations in section 10.

Article 9 Defects in Title

9.1 If a third party claims that the exercise of the license granted under the contract infringes its rights, Customer must fully inform SAP in writing without delay. If Customer ceases to use the SAP Software to mitigate loss or for other just reason, Customer must notify the third party that such cessation does not imply any recognition of the claimed infringement. Customer 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.

9.2 In the event a Claim under Section 9.1 is made or in SAP's reasonable opinion is likely to be made, SAP may, at its sole option and expense: (i) procure for Customer the right to continue using the Service under the terms of this Agreement; or (ii) replace or modify the Service to be non-infringing without material decrease in functionality. If the foregoing options are not reasonably available, SAP may terminate this Agreement and refund to Customer all prepaid fees for the remainder of its term after the date of termination.

Article 10 Limitation of Liability

10.1 SAP shall be liable to Licensee for loss incurred in connection with the Software contract only upon proof of SAP's intend or gross negligence.

10.2 Contributory fault (e. g. breach of duties under Article 4) and contributory negligence may be claimed. The limits of liability in section 10.1 do not apply to personal injury liability or liability under the German Product Liability Act (Produkthaftungsgesetz).

10.3 To the extent permitted by law, SAP excludes liability for indirect and consequential loss such as loss of profit, unachieved savings, interruptions to business, third-party claims, or loss of data. Contributory fault (e. g. breach of section 6 duties) and contributory negligence may be claimed.

10.4 Any and all claims against SAP in contract, tort, or otherwise for loss or wasted anticipatory expenditure have to be asserted within a period of one year, otherwise they are considered to be waived. That period begins at the point in time specified in the Article 130 para. 1 of the Swiss Code of Obligations (CO). 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 Product Liability Act.

Article 11 Confidentiality

11.1 Confidential Information shall not be used or reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the other party shall remain the property of the Disclosing Party and 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 individuals whose access is necessary to enable it to exercise its rights and/or perform its obligations hereunder and who are under obligations of confidentiality substantially similar to those set forth herein. 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. Confidential Information of either party disclosed prior to execution of this Agreement shall be subject to the protections afforded hereunder.

11.2 The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (a) is independently developed by 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 breach of this Agreement 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.

11.3 Customer shall not disclose the terms and conditions of this Agreement or the pricing contained herein to any third party. Neither party shall use the name of the other party in publicity, advertising, or similar activity, without the prior written consent of the other, except that Customer agrees that SAP may use Customer's name in customer listings or, at times mutually agreeable to the parties, as part of SAP's marketing efforts (including without limitation reference calls and stories, press testimonials, site visits, SAPPHIRE participation). SAP will make reasonable efforts to avoid having the reference activities unreasonably interfere with Customer's business.

11.4 Customer may provide, or SAP may solicit, input regarding the Service, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of the Service or any other SAP site, service or product, or input as to whether Customer believes SAP's development direction is consistent with Customer's business and IT needs, the technology marketplace in general, and the like (collectively "Feedback"). Customer acknowledges and agrees that any information disclosed by SAP during discussions related to Feedback shall be considered SAP Confidential Information and shall be protected from disclosure in accordance with the terms of this Agreement. In order for SAP to utilize such Feedback, Customer hereby grants to SAP a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license, with the right to sublicense to SAP's licensees and customers, under Customer's relevant intellectual property rights, to use, publish, and disclose such Feedback in any manner SAP chooses and to display, perform, copy, make, have made, use, sell, and otherwise dispose of SAP's and its sublicensee's products or services embodying Feedback in any manner and via any media SAP chooses, without reference to the source. SAP shall be entitled to use Feedback for any purpose without restriction or remuneration of any kind with respect to Customer and/or Customer's representatives. Customer acknowledges that the information related to the Service disclosed by SAP under this Agreement is only intended as possible strategies, developments, and functionalities of the Service and is not intended to be binding upon SAP to any particular course of business, product strategy, and/or development.

Article 12 Data Protection

12.1 Customer has and accepts the full responsibility for all personal data as 'controller'. To the extent personal data is stored and/or processed under this Agreement, SAP will adhere to Customer's instructions as a 'Customer's instructions exceeding the scope of services offered by SAP will be at Customer's expense and subject to technical and organizational feasibility by SAP. SAP and Customer will implement all technical and organizational measures necessary to meet the requirements of applicable data protection laws to protect personal data against misuse.

12.2 The conclusive data protection obligations of both parties are set forth in the Commissioned Data Processing Schedule attached to this Cloud GTC.

Article 13 Miscellaneous

13.1 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, Customer 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.

13.2 It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

13.3 If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

13.4 The Order Form may be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one Order Form.

13.5 The Service, Documentation and other SAP materials are subject to the export control laws of various countries, including without limitation the laws of the United States, Germany and Switzerland. Customer agrees that it will not submit the Service, Documentation or other SAP materials to any government agency for licensing consideration or other regulatory approval without the prior written consent of SAP, and will not export the Service, Documentation and SAP materials to countries, persons or entities prohibited by such laws. Customer shall also be responsible for complying with all applicable governmental regulations of the country where Customer is registered, and any foreign countries with respect to the use of the Service, Documentation or other SAP materials by Customer and its Named Users.

13.6 Swiss law applies exclusively to all claims in contract, in tort or otherwise, without reference to its conflicts of law principles and the UN sales laws convention is excluded. **The sole place of jurisdiction for all differences arising out of or in connection with the Software Agreement shall be Zürich-1.**

13.7 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 here or elsewhere in this Cloud GTC written form is required, that requirement can also be met by facsimile transmission, exchange of letters.

13.8 Dates and timelines shall be non-binding unless expressly agreed by the parties. Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

13.9 This Agreement may be modified only by a writing signed by both parties. This Agreement shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by Customer to SAP. This Agreement shall prevail over any additional, conflicting or inconsistent terms and conditions which may appear in any clickwrap or browsewrap end user agreement included in the Service (except for end user agreements governing third party products or services).

13.10 Customer may not, without SAP's prior written consent, assign, delegate, pledge or otherwise transfer this Agreement, or any of its rights or obligations under this Agreement, or any SAP materials or SAP Confidential Information, to any party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation. SAP may assign this Agreement to any of its Affiliates. SAP may also deploy self-employed persons or other companies to perform the Service. SAP is liable for faults committed by another in performance of a contractual duty of SAP on SAP's behalf (Erfüllungsgehilfe) to the same extent as SAP is liable for its own such faults.

13.11 The following order of precedence shall be applied in the event of conflict or inconsistency between provisions of the components of this Agreement: (i) the Order Form; (ii) the schedules, exhibits and appendices included with or referenced by the Order Form; (iii) and these General Terms and Conditions.

13.12 Customer understands and agrees that the Service may include communications such as service announcements and administrative messages from SAP or SAP's partners. Customer will not be able to opt out of receiving these service announcements and administrative messages while using the Site and/or the Service unless Customer sends SAP a specific written notice requesting the that Customer's details be eliminated from the Site and any mailing list.

EXHIBIT 1
SUPPORT TERMS

1. SUPPORT OFFERINGS

1.1 SAP's Cloud Support organization offers two levels of Customer support for the Service. Premium Support is included in the subscription fees for the Service and, for an additional cost, Customer can purchase Platinum Support.

1.2 For purposes of this Exhibit 1, the following definitions apply:

"Admin Training Course" means Administrator training offered through the SAP Academy.

"Administration Units ("AUs")" means pre-purchased units that a Customer who has purchased Platinum Support for SAP SuccessFactors Services may redeem for certain support services related to the SAP SuccessFactors Services. AUs may be used for key administrative tasks such as, by way of example, User and permission management, document and workflow management, analytics and reporting set-up and management and content management. For the avoidance of doubt, AUs shall not be available for, nor apply to, any SAP Cloud Services.

"Annual Support Review" means the annual review conducted by the Platinum Support Account Manager which may include the review of Customer's adoption of the Service, best practices, issues and mitigation plans, as applicable.

"Application Administrator" means the Primary Customer Contact who is required to take the Admin Training Course prior to Customer's production use of the Service.

"Basic Form Configuration" means copies of existing form templates, text changes, and basic workflow modifications.

"Case Management System" means the global web-based system or tool available to Customer for reporting and logging cases or issues with SAP's support team at any time (including outside of the Cloud Support Hours of Operation, as defined below), which system or tool is accessible by SAP, its Affiliates and authorized Subprocessors.

"Customer Community Site" means the complimentary, web-based, peer-to-peer community where customers can search for product or support information and collaborate with other SAP customers at http://community.successfactors.com for SAP SuccessFactors Services and at https://www.sme.sap.com for SAP Cloud Services (or any subsequent site(s) of which SAP informs Customer).

"Customer Outreach" means any communications from SAP, including, but not limited to, newsletters, informational notices, known issues alerts and blog posts.

"Knowledge Base" means the searchable articles and videos contained within the Case Management System.

"Live Session" means a training or webinar conducted with a person that is not recorded.

"Live Review" means a remote review with a person via phone or web conference**.**

"Local Time Zone" means Customer's local time zone, depending on where Customer is headquartered or, for Platinum Support customers, where the Assigned Support Account Manager is located.

"Platinum Support Technical Resolution Team" means the SAP support team that is specialized by Service product and which is focused on technical issue resolution for Platinum Support accounts.

"Product Bundle" means a Service Product Bundle, if any, subscribed to by Customer and set forth in an Order Form.

"Release Notes" means the generally available documented summaries, webinars and videos provided by SAP to inform and instruct customers on new product release changes.

"SAP Cloud Service" shall mean any Service set forth in an applicable Order Form that is not an SAP SuccessFactors Service.

"SAP SuccessFactors Service" shall mean the Service for SuccessFactors Business Execution Software Solutions or other SuccessFactors Service identified in the applicable Order Form.

"Welcome and Transition" means any email notification, Live Session, videos and/or direct phone calls provided by SAP to customers to introduce them to the SAP Cloud Support organization.

The table below describes the services included in the Premium Support and Platinum Support levels.

	Premium Support	**Platinum Support**
Customer Support Hours of Operation (excluding SAP holidays)*	Monday- Friday 8:00 am - 6:00 pm Local Time Zone*	Monday- Friday 8:00 am - 6:00 pm Local Time Zone*
24 X 7 X 365 Support (English Only)	P1 and P2 Issues	P1 and P2 Issues
Customer Contacts Authorized to Contact SAP Support	Two (2) Primary Contacts; if Customer has subscribed to multiple Product Bundles: two (2) Primary Contacts per Product Bundle	Two (2) Primary Contacts; if Customer has subscribed to multiple Product Bundles: two (2) Primary Contacts per Product Bundle
Access to SAP Cloud Support Services (English only) including:	Included	Included
- Customer Community Site		
- Case Management System		
- Knowledge Base		
- Phone		
-Chat	Included for SAP SuccessFactors Services only	Included for SAP SuccessFactors Services only
Customer Outreach	Included	Included
Welcome and Transition	Live Session	Live Session
Assigned Support Account Manager	Not included	Included
Platinum Support Technical Resolution Team	Not Included	Included
Annual Support Review	Not included	Included
Scheduled Review of Open Requests	Not Included	Weekly
Release Notes	Self Serve	Live Review
Application Administration	Not Applicable	AUs (for SAP SuccessFactors Services only)

*Support is also available in the following languages: German, available during the above Support Hours of Operation for Germany; Spanish, available during the above Support Hours of Operation for Spain; French, available during the above Support Hours of Operation for France; and Chinese, available during the above Support Hours of Operation for China. Customer must contact support for the above applicable countries to receive support in the above languages other than English.

2. CONTACTING SUPPORT

Customer will have one (1) back-up Customer Contact for each primary Customer Contact. At least one of Customer's primary and back-up Customer Contacts shall be an Application Administrator. Application Administrators should have taken SAP's Admin Training Course.

If the primary Customer Contacts are known as of the Effective Date, they can be specified in the applicable Order Form. Otherwise, Customer shall identify its Customer Contacts (primary and back-up) through the applicable Cloud Support Customer Portal ("Customer Portal") set forth below. Updates to the Customer Contacts should be made through the applicable Customer Portal.

Cloud Support Customer Portal	
SAP SuccessFactors Services Cloud Support	https://support.successfactors.com
SAP Cloud Services Cloud Support	https://www.sme.sap.com

During the Service configuration and up until "Go-Live", Customer's primary point of contact shall be SAP Cloud Consulting Services, or a SAP implementation partner, as applicable. After "Go-Live" of the Service, Customer's primary point of contact shall be SAP's Cloud Support organization. Notwithstanding the foregoing, Customer shall be free to contact SAP's Cloud Support organization at any time after the Effective Date for support services or to initiate AU services for SAP SuccessFactors Services.

3. RESPONSE LEVELS. SAP will respond to submitted support cases as follows:

Priority	Definition	Response Level
P1	**Very High:** The production system is not accessible or a critical business process for mission critical application cannot be completed for multiple users and no workaround is available. It may include issues that materially affect data integrity or breach of security.	**Initial Response:** within one hour of case being submitted **Ongoing communication:** Once every hour **Resolution Target:** SAP to provide a response within four hours. Response to include either (i) a resolution; (ii) a workaround; or (iii) an action plan.
P2	**High:** The production system is operational but experiencing a major functional loss that impedes transactions from being completed. The development/test system is not accessible or operational.	**Initial Response:** within two hours of case being submitted **Ongoing Communication:** Once every six hours.
P3	**Medium:** The production system is experiencing a minor functional loss that does not significantly impede transactions from being completed. Also includes configurations or change requests that have high business impact.	**Initial Response:** within four business hours of case being submitted **Ongoing Communication:** Once every three business days for non-defect and two weeks for product defect.
P4	**Low:** Change or configuration requests and minor problems. Inquiries about product usage and application capabilities.	**Initial Response:** within one business day of case being submitted **Ongoing Communication:** Once every week for non-defect and three weeks for product defect.

4. CUSTOMER RESPONSIBILITIES.

Customer shall cooperate with SAP and provide relevant information to enable SAP to reproduce, troubleshoot and resolve the experienced error such as, by way of an example, instance name, username, form name and screenshot.

Support cases shall be filed and documented through the applicable Customer Portal to allow for proper tracking and compliance with the above-mentioned response level commitments.

EXHIBIT 2
ANNEX FOR COMMISIONNED PROCESSING OF PERSONAL DATA

This Annex for Commissioned Processing of Personal Data stipulates the rights and obligations of Customer and SAP in connection with personal data processed by SAP on behalf of Customer and its Affiliates for the Named Users under the Agreement. This Annex shall be an integral part of the Agreement. Any capitalized terms referenced herein shall have the meaning given to them in the Agreement.

1. Customer Obligations

1.1 Customer hereby acknowledges that the use of Service represents a commissioned processing of personal data of Named Users.

1.2 Customer acknowledges that only Customer and its respective Affiliates (each a data controller) shall be responsible for the permissibility of the processing of personal data as well as for safeguarding the rights of the data subjects.

1.3 Customer shall ensure that its Affiliates, where legally required, shall give their commissions to Customer in writing, by facsimile or via e-mail to authorize SAP and its Affiliates to process personal data as contemplated under the Agreement.

1.4 Customer shall ensure that its Named Users make available the personal data for processing to SAP and the results of the processing shall be transferred back by SAP to Customer by using a defined transfer procedure or in accordance with the functionality implemented in the Service.

1.5 Customer shall inform SAP without delay, if Named Users detect errors or irregularities in the processing of personal data.

1.6 Customer shall ensure that its Affiliates authorize Customer to authorize SAP as its subcontractor for the processing of personal data. SAP shall only adhere to the obligations set out in this Annex when processing personal data of Named Users.

1.7 Customer ensures that no legal requirements of Customer prevent SAP from fulfilling its contractual obligations under this Agreement in compliance with applicable law. This includes, but is not limited to, ensuring that all concerned individuals have previously declared consent to a possible processing of personal data.

2. SAP Obligations

2.1 SAP shall process the personal data and other operating data of Named Users exclusively in accordance with the data controller's instructions as provided to SAP by Customer, which may include (without limitation) the correction, erasure and/or the blocking of such data if and to the extent the functionality of the Service does not allow the Customer or Named User to do so. The personal data shall not be used by SAP for any other purpose except to provide the Service contemplated under the Agreement. SAP shall not preserve such personal data longer than instructed by Customer. The statutory preservation periods remain unaffected.

2.2 For processing personal data SAP shall only use personnel which demonstrably committed themselves to observe data secrecy and secrecy of telecommunications pursuant to the applicable data protection laws. SAP may discharge this obligation by utilizing one standard template for all its customers.

2.3 SAP shall implement all technical and organizational measures to comply with the requirements pursuant to the applicable data protection laws. SAP undertakes to Customer that it has taken and will, on a continuing basis, take appropriate technical and organizational measures to keep personal data secure and protect it against unauthorized or unlawful processing and accidental loss, destruction or damage. In particular, SAP shall take and regularly check the following protection measures:

- Physical entrance control: SAP shall install an access control system to deny unauthorized persons the access to facilities in which personal data is being processed.
- Disclosure, storage and usage control: SAP shall control and log access (knowledge, alteration or deletion) to data processing systems and the disclosure of personal data.
- Access control: SAP shall define, implement and monitor a concept for user rights, rules for passwords and login procedures.
- Transmission/transport control: SAP shall ensure personal data transmission and transport in encrypted form or by a secure alternative procedure. Transmissions must be logged and guidelines for personal data transmissions must be laid down in writing.
- Carrier control: SAP shall ensure the prevention of unauthorized persons from reading, copying, altering or removing data carriers.
- Input control: SAP shall implement a detailed logging system for input, modification and deletion of personal data.
- Job control: SAP shall define in writing and establish control mechanisms to ensure that data are processed strictly in accordance with the instructions of the Customer.
- Availability control. SAP shall run a state of the art backup system and define a restore operation procedure to protect personal data from accidental destruction or loss.
- Data separation: SAP shall ensure by technical means and defined organisational procedures that personal data collected for different purposes (e.g. different customers) can be processed separately. Technical means can be separated computer systems or demonstrably logical separation. Access by one customer to the data of any other customer must be prevented.
- Since SAP provides the Service to all customers uniformly via a hosted, web-based application, all appropriate and then current technical and organizational measures apply to SAP's entire customer base hosted out of the same data center and subscribed to the same Service. Customer understands and agrees that the technical and organizational measures are subject to technical progress and development. In that regard, SAP is specifically allowed to implement adequate alternative measures as long as the security level of the measures is maintained. In the event of any significant changes SAP shall provide a notification together with any necessary documentation related thereto to Customer by email or publication on the Site or alternative site easily accessible by Customer. 2.4 If the security measures implemented by SAP do not meet the legal requirements, SAP shall notify Customer without delay.

2.5 SAP shall notify Customer if SAP considers an instruction given by Customer on behalf of the data controller to be in violation of data protection laws. SAP shall not be obliged to perform a comprehensive legal examination.

2.6 SAP shall inform Customer immediately in case of serious disruptions of the operating process, suspected data protection violations or other irregularities in connection with the processing of Named Users' data.

2.7 At Customer's written request and at Customer's expense SAP shall reasonably support Customer in dealing with requests from individual data subjects and/or a supervisory authority with respect to the processing of personal data controlled by Customer. SAP shall notify Customer about inspections and measures of a supervisory or other competent authority.

2.8 Upon expiry or termination of the Agreement, SAP shall in accordance with the terms of the Agreement (or any other relevant contractual provision) and Customer's instructions, either (i) return to Customer all Customer Data and all copies or reproductions thereof (except for backup media that is used for multiple SAP customers and regularly overwritten); or (ii) erase and/or destroy such personal data and media on production systems and confirm the erasure and/or destruction to Customer in writing.

2.9 The compelling provisions of the applicable data protection laws and regulations shall additionally apply and if and to the extent in conflict with the terms of this Annex they shall prevail.

3. Subcontractors

SAP is authorized to engage subcontractors for the processing of personal data (each a “Subprocessor”) as long as SAP remains responsible for any acts or omissions of its Subprocessors in the same manner as for its own acts and omissions. SAP shall pass on to Subprocessors SAP's obligation as data processor vis-à-vis Customer as set out in this document and obligate Subprocessors to obey all relevant data protection rules. SAP will inform Customer upon its request by email or through the Site or otherwise about the name, address and role of each Subprocessor concerned. SAP shall ensure that each Subprocessor adheres to an adequate level of data protection by law or contract with SAP not materially less protective than the obligations applicable to SAP under the Agreement.

4. Monitoring Rights of Customer

4.1 Customer shall have all necessary right to verify that SAP processes the personal data duly in accordance with the Agreement. These monitoring rights shall be carried out in coordination with SAP. In general, during the term of the Agreement, Customer may request an annual written self-certification from SAP based on an independent third party audit (e.g. a so called SSAE16-CUS II report) that scrutinizes and confirms the processing of personal data is in accordance with the agreed to measures herein. If the Customer has reasonable ground to suspect the non compliance with this Annex, in particular if the audit findings expressly state so or if SAP fails to audit on time, Customer (or an independent third party auditor on its behalf that is subject to strict confidentiality obligations) may audit SAP’s control environment and security practices relevant to personal data processed hereunder once in any 12-month period, at its own expense, with reasonable prior written notice (at least 30 days) and under reasonable time, place and manner conditions. After notifying SAP the monitoring can be carried out, in particular, during SAP’s usual business hours on SAP’s premises where the personal data processing is performed.

4.2 SAP shall reasonably support Customer throughout these verification processes and provide Customer with the required information.

4.3 SAP shall contractually safeguard Customer's powers of disposal and monitoring rights under this Annex vis-à-vis SAP's Subprocessor who may come into contact with the personal data. Where applicable data protection law requires a data controller to enter into a direct contractual relationship with SAP, SAP hereby authorizes and empowers Customer to enter into the necessary agreement with the data controller on SAP´s behalf, but only based on a contract template which SAP will provide to Customer upon Customer´s request.

4.4 Services rendered by SAP in connection with Customer´s monitoring rights shall be at Customer's expense.

5. Special Confidentiality Obligation

SAP undertakes to treat the personal data, which have become known to SAP, confidential and to use such data exclusively for the commissioned data processing in conjunction with the provision of the Service as contemplated under the Agreement. SAP undertakes to impose on its employees, who may obtain knowledge of personal data, the same confidentiality obligations as entered into above by SAP. SAP shall use commercially reasonable efforts to ensure that those employees to whom it grants access to personal data are regularly trained on IT security and data protection.