OUTSOURCING CHANNEL MASTER LICENSE AGREEMENT
General Terms and Conditions
("GTCs")

1. DEFINITIONS

"Add-on" means any development using SAP API's that adds new and independent functionality, but does not modify existing SAP functionality.

"Agreed Program Scope" shall have the meaning as defined in the Master Agreement.

"Agreement" means these General Terms and Conditions ("GTCs"), the Master Agreement, any Order Form, Exhibit, Schedule or Appendix referencing these GTC's and any Exhibit, Schedule or Appendix referenced by the foregoing. All such components are integral to the agreement, and collectively are referred to herein as the "Agreement".

„API" means SAP's application programming interfaces, as well as other commands or instructions that allow other software products to communicate with or call on Software (for example, SAP enterprise services, BAPIs, Idocs, RFC, and ABAP customer exits) provided under this Agreement.

"Applicable Law" shall have the meaning set forth below in Section 12.6 of the GTC's

"Authorized Services" shall have the meaning as defined in the Master Agreement.

"Background Material" means any pre-existing works in which the Intellectual Property Rights are owned by either Party, which have been prepared by that Party outside the scope of this Agreement or which were licensed from a third party and provided to that Party."

"Business Partner" means a third party that requires access to the Software solely in connection with the operation of the business of Customer or Customer Affiliate. Such third parties may include Customer's customers, distributors, dealers, vendors, manufacturers, independent sales representatives and suppliers.

"Confidential Information" means information reasonably identifiable as the confidential and proprietary information of SAP or Licensee including but not limited to information that is related to: (a) the operations of the Disclosing Party; (b) the research and development or investigations of the Disclosing Party; (c) the business of any customer or partner of the Disclosing Party; (d) Disclosing Party's properties, employees, finances, operations; (e) the following information regarding software and related documentation including, but not limited to, the Authorized Services (for Provider), and the SAP Materials and SAP Interface (for SAP), (respectively, "Disclosing Party's Software"): discoveries, inventions, concepts, designs, flow charts, documentation, product specifications, techniques and processes relating to Disclosing Party's Software; and (f) product offerings, content partners, product pricing, product availability, technical drawings, processes, ideas, techniques, formulas, data, schematics, trade secrets, know-how, improvements, inventions (whether patentable or not), marketing plans, forecasts and strategies. Without limiting the meaning of the foregoing, the following information shall be deemed Confidential Information whether marked as confidential or not: (i) with respect to SAP and SAP AG (the licensor of the SAP Proprietary Information to SAP), the Software and Documentation, any other third-party software licensed with or as part of the Software, benchmark results, manuals, program listings, data structures, flow charts, logic diagrams, functional specifications; (ii) the business plans of the Disclosing Party and (iii) the algorithms, source codes and application software interface (including but not limited to SAP Interface) specifications algorithms, contained in Disclosing Party's Software as well as programming techniques and programming concepts, methods of processing and system designs embodied in Disclosing Party's Software;

"Contract Year" shall have the meaning as defined in the Master Agreement.

"Customer" means the entity that enters into a Customer Service Agreement with the Provider.

"Customer Affiliate(s)" shall have the meaning set forth in the Master Agreement.

"Customer Service Agreement" shall have the meaning as defined in the Master Agreement.

"Customer User" means an employee of Customer, a Customer Affiliate or Business Partner.

"Data Center(s)" means the site or sites at which the Software will be hosted to provide the Authorized Services to Customers. Such site or sites shall at all times be owned or controlled by the Provider.

"Disclosing Party" means a Party to this Agreement disclosing confidential or proprietary information to the Receiving Party.

"Documentation" means SAP's documentation which is delivered or made available to Provider with the Software under this Agreement.

"Fees" means all fees to be paid by Provider under this Agreement, including but not limited to the Net License Fees, Support Fees and any Floor Commitments as delineated in the Master Agreement and any Exhibit, Schedule or Order Form thereof.

"Floor Commitment" shall have the meaning as defined in the Master Agreement.

"Intellectual Property Rights" means patents of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trade secret or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, including applications and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.

"Licensed Level" shall have the meaning as defined in the Use Terms.

"Logo" shall have the meaning as defined in the Master Agreement.

"Net License Fees" shall have the meaning as defined in the Master Agreement.

"Marks" shall have the meaning set forth below in Section 5.4 of the GTC's.

"Master Agreement" means the Outsourcing Channel Master License Agreement executed by the Parties that references and incorporates these GTCs.

"Modification" means (i) a change to the delivered source code or metadata; or (ii) any development, other than a change to the delivered source code or metadata, that customizes, enhances, or changes existing functionality of the SAP Software including, but

not limited to, the creation of any new application program interfaces, alternative user interfaces or the extension of SAP data structures; or (iii) any other change to the Software (other than an Add-on) utilizing or incorporating any SAP Materials (defined below).

"Order Form" shall have the meaning as defined in the Master Agreement.

"Order Form Term" means the duration, as defined in each Order Form, the licenses granted under such Order Form are valid.

"Party" or "Parties" shall have the meaning as defined in the Master Agreement.

"Price List" shall have the meaning as defined in the Master Agreement.

"Provider Affiliate" means any legal entity in which the Provider, directly or indirectly, holds more than fifty percent (50%) of the shares or voting rights. Any such legal entity shall be considered an Affiliate for only such time as such equity interest is maintained.

"SAP Affiliate" means any legal entity in which SAP AG, directly or indirectly, holds more than fifty percent (50%) of the shares or voting rights. Any such legal entity shall be considered an Affiliate for only such time as such equity interest is maintained.

"SAP Interface" means any application interface developed by or with SAP or any SAP Affiliate that resides on or in the Software and which, when activated by the Provider's software or tools, will give access to the Software.

"SAP Materials" means any software, programs, tools, systems, data, or other materials made available by SAP to Provider in the course of the performance under this Agreement including, but not limited to, the Software and Documentation as well as any information, materials or feedback provided by Provider to SAP relating to the Software and Documentation.

"SAP Support" shall have the meaning as defined in the Master Agreement.

"SAP Support Fees" shall mean those fees that are due and payable in accordance with the Order Forms executed under the Master Agreement for the support services rendered by SAP pursuant to the SAP Support valid for this Agreement.

"SAP Trademarks" shall have the meaning set forth below in Section 5.1 of the GTC's.

"Screen Access" means Use of the Software solely through remote access and solely for the purpose of entering and accessing data and requesting Provider to process such data. For the sake of clarity, Screen Access shall not include the Software being installed on the hardware of the Customer.

"Software" shall have the meaning as defined in the Master Agreement.

"Term" shall have the meaning as defined in the Master Agreement.

"Third Party Software" shall have the meaning as defined in the Master Agreement.

"Use" or "Using" shall have the meaning as defined in the Master Agreement.

"Use Terms" shall have the meaning as defined in Section 2.1 in the Master Agreement.

"Wind Down" shall have the meaning as defined in the Master Agreement.

Other defined terms not included above shall have the meanings set forth herein.

2. SCOPE OF RELATIONSHIP

2.1 No exclusivity. SAP and Provider agree to collaborate on a non-exclusive basis as detailed in this Agreement, to enable the provision of Authorized Services by Provider. Each Party is free to conduct business with other partners at its sole discretion.

2.2 Provider offers its services in its own name, at its own risk, and for its own account, to Customer. Provider conducts its own business with Customer and is not acting as an agent of SAP or in any other way representing SAP. Provider shall, in correspondence and otherwise in connection with the provision of services always clearly indicate that SAP is the copyright owner, author, and developer of the Software.

3. LICENSE GRANT

3.1 Grant of License

3.1.1 Subject to the terms and conditions of this Agreement and the specific limitations set forth in the Master Agreement and the Order Forms, SAP hereby grants Provider the non-exclusive right and license within the Agreed Program Scope to Use Software in the Data Center(s) solely as required for the provision of Authorized Services to its Customers for the duration of the applicable Order Form Term.

3.1.2 Sub-Licenses. Provider shall be entitled to grant non-perpetual, non-exclusive and non-transferable sub-licenses to Customer for the applicable Order Form Term, limited to providing Customer Users Screen Access to the Software (the "Sub-Licenses").

3.1.3 No Provider internal use. Under the terms of this Agreement, Provider shall not be allowed to Use Software for its own internal operational needs or to provide Authorized Services to Provider, Provider Affiliates, any entity controlling Provider, or any entities controlled by a common entity as Provider.

3.1.4 SAP owns all rights and title, including all Intellectual Property Rights, in and to SAP software as made available by SAP to Provider. Provider is only granted a limited license to the Software as expressly stated in this Agreement.

3.1.5 The terms and conditions of this Agreement relative to "Software" apply to Third Party Software except as otherwise stated in the Master Agreement, the Use Terms, the Price List, an Exhibit, a Schedule, an Order Form, or an Amendment.

3.2 Third Party Access to the Software

3.2.1 An authorized third party acting on behalf of the Provider may access the Software so long as: (i) such third party is accessing the Software solely on behalf of Provider to exercise the rights set forth in Section 3.1 in conformance with the Agreement; (ii) such third party is subject to confidentiality obligations that are at least as restrictive as those set forth in Section 9; and (iii) Provider is responsible for any breach of this Agreement caused by such third party.

3.2.2 The Sub-Licenses may include the right to allow an authorized third party acting on behalf of the Customer to have Screen Access to the Software so long as: (i) such third party is utilizing the Screen Access solely for the consumption of Authorized Services on behalf of Customer to run Customer's internal business processes; (ii) such third party is subject to confidentiality obligations that are at least as restrictive as those set forth in Section 9; and (iii) Customer is responsible for any breach of the Customer Services Agreement caused by such third party.

3.3 Reporting Obligations and Audit Rights

3.2.1 Provider shall provide all information requested by SAP necessary to fulfill any obligations for payment of royalties to SAP's business partners arising as a result of this Agreement for Third Party Software or other software components.

3.2.2 Upon SAP's reasonable request, Provider shall deliver to SAP a report, as defined by SAP, evidencing Provider's usage of the Software licensed under this Agreement, which shall be in addition to any other reporting obligations of Provider as set out in this Agreement.

3.2.3 Subject to limitations under contract and law and without gathering or transmitting to SAP any content or other confidential information, SAP may implement the Software so that each system generates and transmits to SAP information related to Use of the Software by Provider and/or the Customers. Provider will support SAP in accordance with SAP's reasonable instructions, including but not limited to preparing a measurement log within four (4) weeks of SAP's request, such requests not to be made more often than on a quarterly basis. The measurement shall be carried out using only the unaltered SAP tools provided by SAP and the result of the measurement is to be transmitted to SAP promptly in unaltered form.

3.2.4 SAP shall be permitted upon fifteen (15) days prior notice to audit (at least once annually and in accordance with SAP standard procedures, which may include on-site and/or remote audit) the usage of the Software. Provider shall cooperate reasonably in the conduct of such audits.

3.2.5 In the event a report or an audit reveals that (i) Provider underpaid license fees and/or SAP Support fees to SAP and/or (ii) the Use of the Software by Provider or Customer is in excess of the Licensed Level of the Order Forms executed under the Master Agreement, Provider shall pay such underpaid fees and/or for such excess usage based on SAP List of Prices and Conditions for Software and Support governing use in effect at the time of the audit, and shall execute an additional Order Form in accordance with the terms of this Agreement to effect the required licensing of any additional quantities or levels, but SAP's right to receive payment of those fees shall not be dependent upon signature of such Order Form. Reasonable costs of SAP's audit shall be paid by Provider if the audit results indicate usage in excess of the licensed quantities or levels. SAP reserves all rights at law and equity with respect to both Provider's underpayment of license fees or SAP Support fees and usage in excess of the license quantities or levels or in breach of the license granted herein.

3.2.4 Use of the Software licensed hereunder requires or may require third party software or hardware (including but limited to databases, operating systems and servers). Unless specifically licensed in the Master Agreement, this Agreement does not contain a license to use such additional materials.

4. CUSTOMER SERVICE AGREEMENT

4.1 To give effect to the obligations, limitations and liabilities contained in this Agreement, Provider agrees that prior to granting Customer access to the Authorized Services, Provider will enter into a Customer Service Agreement with Customer that includes (i) a grant of license to the Customer and its Customer Users which corresponds with and does not exceed Provider's rights as set out in Section 3 and (ii) a provision according to which SAP shall be entitled to claim damages as a third party beneficiary in case the Customer violates any of the license terms of the Customer Service Agreement. Nothing in this Agreement shall prevent SAP from pursuing an action for an infringement of SAP's intellectual property rights by the Customer.

4.2 If requested by SAP, Provider will represent and warrant to SAP that Provider has entered into such a Customer Service Agreement with Customer, provided always that no contractual relationship will exist between SAP and any Customer except under any supplementary contract which SAP expressly agrees to enter into directly with a Customer in connection with the Authorized Services.

5. TRADEMARK LICENSE

5.1 To the extent usage is specifically allowed in the Master Agreement, SAP grants to Provider for the Term of the Agreement a revocable, nonexclusive, nontransferable license to use the Logo as set forth in the Powered by SAP Logo Usage Guidelines in any countries allowed under the Agreed Program Scope and in accordance with the terms of this Section 5. This license to use the Logo includes the right to use the SAP corporate logo as part of the Logo (together "SAP Trademarks"). Provider is not permitted to grant sublicenses to SAP Trademarks.

5.2 SAP will provide the most recent version of the Powered by SAP Logo Usage Guidelines to Provider upon Provider's written request. SAP may, at its sole option, change the Powered by SAP Logo Usage Guidelines but will provide the new version to Provider. Provider will conform its usage of the Logo to the new Powered by SAP Logo Usage Guidelines immediately upon receipt. If Provider does not agree to the proposed changes, SAP shall be entitled to terminate Provider's right to use the Logo with immediate effect.

5.3 Provider shall not contest the validity of SAP Trademarks or support the contesting of its validity and shall not derive any right against SAP through its permitted use of SAP Trademarks. In its use of SAP Trademarks, Provider shall indicate that the SAP Trademark is registered by and for SAP. In this context Provider acknowledges that SAP is the sole owner of rights in the SAP Trademarks Provider is permitted to use. Provider undertakes to make all those declarations and provide all those documents for the benefit of SAP as SAP may require in the prosecution of its rights in the SAP Trademarks. All advertising and sales material used by Provider for the Software must bear the notices prescribed by SAP concerning trademarks and other identifying marks. Provider must refrain from registering SAP's name (or any domain name incorporating name or trademarks) or SAP's logo (or any names, logos, domain names or trademarks which are confusingly similar to any of them) for itself or permitting third parties to using or otherwise exploiting SAP's name, logo or trademark (or any name, logo, trademark or domain name which are confusingly similar to any of them). Provider must, at SAP's choice, either transfer any rights regarding such logos, trademarks and domain names to SAP as soon as they arise or permit SAP to exploit them in any countries globally. Provider must afford SAP such assistance as may be necessary for SAP to obtain at SAP's expense the appropriate registrations for protection in any such country. Any provision adding to or differing from the above must be agreed in writing.

5.4 Provider shall provide samples of its advertising copy and sales literature, in their original language and in English, as applicable, to SAP on its request. SAP reserves the right to review and approve all uses of SAP's Trademarks, service marks, or trade names in Provider's advertising and promotion of the Software, prior to use. Such approval will not limit Provider's obligation to comply with all applicable laws and will not be deemed an endorsement or approval of any advertising content.

5.5 SAP shall have permission to list Provider with name and logo on its website and marketing material as an SAP partner in the business field as it relates to the Authorized Services without the requirement to seek Provider's written permission for each such listing, unless such permission is rescinded by Provider in writing.

5.6 Except as stated above, no Party has the right to use or display the other Party's names, trademarks, trade names, logos, or service marks ("Marks") without prior written approval. Notwithstanding the foregoing, nothing contained in this Agreement shall affect either Party's rights to use any trademarks, service marks or proprietary words or symbols of the other Party to properly identify the goods or services of such other Party to the extent permitted by applicable law or by written agreement between the Parties.

5.7 Each Party agrees to promptly notify the other Party of any unauthorized use of the other Party's Marks or proprietary words or symbols of which it has actual knowledge. Each Party shall have the sole right and discretion to enforce any rights and claims regarding its Marks or unfair competition related thereto. Each Party agrees to provide the other Party with its reasonable cooperation and assistance at the requesting Party's expense with respect to any such infringement proceedings.

5.8 If at any time SAP determines that the laws or policies of any country are or become materially insufficient to protect its intellectual or proprietary rights in the Software, SAP may restrict or terminate Provider's rights to use the SAP Trademarks in or to that country, on written notice to Provider. Provider shall take all actions reasonably necessary to comply with and enforce any such restriction or termination.

6. REMUNERATION, PAYMENT TERMS, TAXES AND DELIVERY

6.1 Fees. Provider shall pay to SAP the Fees on such terms and in the amount as set forth in the Master Agreement or any Order Forms, Schedules or Exhibits thereof. Additionally, Provider commits to pay the Floor Commitments set forth in the Master Agreement, if any, such amounts to be invoiced pursuant to the terms of the Master Agreement. Provider can offset claims only if they are uncontested or awarded by final and binding court or arbitration panel order. Any Fees not paid when due shall accrue interest at the rate of 18% per annum, but not to exceed the maximum amount as allowed by the Applicable Law. Provider shall not be entitled to any refund of the Fees paid for under this Agreement.

6.2 Taxes. All taxes, including, without limitation, VAT, GST, sales, use, property, excise, service, or similar taxes or customs duties, except income or corporation taxes of SAP, will be borne by Provider. If any such tax or duty has to be withheld or deducted from any payment under this Agreement, Provider will increase payment under this Agreement by such amount as shall ensure that after such withholding or deduction SAP shall have received an amount equal to the payment otherwise required. Income or corporation taxes of SAP will be borne by SAP. If Provider is required to withhold income or corporation tax or a similar tax from any payment to SAP under this Agreement Provider shall be entitled to withhold or deduct such tax from the gross amount to be paid. However, Provider shall use all endeavors to reduce any such withholding tax payable to the lowest possible rate subject to compliance with all applicable laws and double taxation treaties. Provider will in the case of any withholding of tax provide SAP a receipt from the relevant authority to which such withholding tax has been paid.

6.3 Delivery of the Software and SAP Support. SAP will deliver the Software and SAP Support by making it available for electronic download through the SAP ServiceMarketplace (http://service.sap.com/swdc) to Provider. Risk of loss passes at the time of such electronic delivery. Provider agrees not to request any physical delivery of Software or SAP Support and should it occur any such delivery will be rejected by Provider. Provider agrees and understands that the calculation of Taxes may be affected by the delivery method and delivery location of the Software and corresponding SAP Support.

7. TERM AND TERMINATION

7.1 Term. This Agreement is entered for the Term, unless earlier terminated as set forth herein or in accordance with any right to terminate specified in the Master Agreement. The Term may be extended as mutually agreed by the Parties in writing or as specifically set forth in the Master Agreement. For the avoidance of any doubt, termination of the Agreement shall strictly apply to all licenses under the Agreement, Order Forms, Exhibits, its appendices, schedules, addenda and order documents and any partial termination of the Agreement by Provider shall not be permitted in respect of any part of the Agreement, its appendices, Exhibits, schedules, addenda, order documents.

7.2 Termination by SAP. This Agreement and the license granted under this Agreement may be terminated by SAP in accordance with the following: (a) except for Provider's breach of its obligations under Sections 8, 9 and 12.1, thirty (30) days after SAP gives Provider notice of Provider's breach of any provision of the Agreement including more than thirty (30) days delinquency in Provider's payment of any money due hereunder, unless Provider has cured such breach during such thirty (30) day period; (b) immediately if (1) Provider commences negotiations with one or more of its creditors with a view to rescheduling major parts of its indebtedness or (2) Provider files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors; and (3) Provider breaches any of its obligations under Sections 8, 9 and 12.1 [IP Ownership, Confidentiality, Assignment].

7.3 Termination by Provider. This Agreement may be terminated by Provider in accordance with the following: (a) except for SAP's breach of its obligations under Sections 8 and 9, thirty (30) days after Provider gives SAP notice of SAP's breach of any provision of the Agreement, unless SAP has cured such breach during such thirty (30) day period; (b) immediately if (1) SAP commences negotiations with one or more of its creditors with a view to rescheduling major parts of its indebtedness or (2) SAP files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors; and (3) SAP breaches its obligations under Sections 8 and 9 [IP Ownership, Confidentiality].

7.4 Termination for change of control. This Agreement may be terminated immediately by written notice to Provider if Provider comes under direct or indirect control of any entity competing with SAP. If before such change Provider has informed SAP of such control prospect without undue delay, the Parties agree to discuss solutions on how to mitigate such termination impact on Customer, such as stepping into the Customer contract by SAP or by any other Affiliate of Provider or any other form of transition to a third party provider.

7.5 Duties upon termination and surviving terms. Upon any termination hereunder and subject to any Wind Down set forth in the Section "Term and Termination" of the Master Agreement, Provider and its Affiliates shall (i) immediately cease acquiring new Customers and marketing the Software as part of the Authorized Services under this Agreement; (ii) immediately cease Use of all SAP Materials and Confidential Information; (iii) ensure that each Customer ceases Use of all SAP Materials and SAP Confidential Information; and (iv) within thirty (30) days after any termination, irretrievably destroy or upon SAP's request deliver to SAP all copies of all SAP Materials and Confidential Information in every form, except to the extent it is legally required to keep it for a longer period in which case such return or destruction shall occur at the end of such period. Provider agrees to certify in writing to SAP that it and each of its Affiliates has performed the foregoing. Notwithstanding the foregoing, Sections 1, 6, 7, 8.1, 8.3-8.8, 9, 10.2, 11, 12.5 and 12.6 shall survive any termination.

7.6 Effect of Termination. In the event of any termination hereunder (i) Provider shall not be entitled to any refund of any payments made by Provider; (ii) any outstanding Fees (including any portion of the Floor Commitments) already invoiced or due prior to the termination of the Agreement remain or become immediately due and payable; (iii) except in case of a termination in accordance with Section 7.3 by Provider, any Fees which are unpaid by the Provider (based on the Fees payable for the Term as set forth in the Master Agreement) will become immediately due and payable, including any unfulfilled Floor Commitments for any Contract Year completed or commenced prior to the effective date of the termination.

8. INTELLECTUAL PROPERTY OWNERSHIP

8.1 Software Ownership and Limited Rights. The Software, SAP Materials, and all Intellectual Property Rights embodied in the foregoing, shall be the sole and exclusive property of SAP, SAP AG or its Affiliates , or its or their licensors, subject to any rights expressly granted to Provider in Section 8 hereof. Except for Modifications and Add-ons authorized under this Agreement, Provider is not permitted to create derivative works of the Software or SAP Materials. Any such unauthorized works developed by Provider, and any Intellectual Property Rights embodied therein, shall be the sole and exclusive property of SAP, SAP AG or any of its Affiliates, as applicable, and Provider hereby assigns all rights in them (including moral rights) to such SAP entity. To the extent Intellectual Property Rights are not eligible to be transferred by operation of the law, SAP, SAP AG or any of its Affiliates shall be granted exclusive rights to use to the widest extent lawfully possible. All rights in and to the Software and SAP Materials not expressly granted in this Agreement are reserved by SAP. Provider shall use commercially reasonable efforts to ensure that no Customer is violating the terms of its Customer Service Agreement, including without limitation the use of the Software by its Customers have not exceeded the agreed Licensed Level. In the event Provider becomes aware that any Customer is violating its Customer Service Agreement in relation to the Software or any SAP Materials, Provider shall promptly notify SAP of such. Provider shall reasonably cooperate with SAP to enforce the terms of any such license agreement with a Customer.

8.2 Modifications and Add-ons. Subject to the licensing of the required development rights from SAP, Provider shall be entitled to develop Modifications and Add-ons for the Software for which the provisions of this Section 8 shall apply. Provider shall promptly notify SAP if and when Provider is planning to develop Modifications or Add-ons to the Software. The notification provided by Provider shall include a high level description of the intended functionality and of the timeframe planned for such development. In addition, any Modifications or Add-ons must not i) unreasonably impair, degrade or reduce the performance or security of the Software; ii) enable the bypassing or circumventing of SAP license restrictions and/or provide users with access to the Software to which such users are not directly licensed; iii) render or provide, without written consent from SAP, any information concerning SAP software license terms, Software, or any other information related to SAP products; iv) and/or permit mass data or metadata extraction from an SAP software to a non-SAP software, including use, modification, saving or other processing of such data in the non-SAP Software. With regards to the aforementioned item iii), Provider shall refer any Customer requiring such information to SAP.

8.3 Modifications. The ownership of Modifications, and any Intellectual Property Rights embodied therein, shall vest in SAP. Provider irrevocably assigns to SAP all Provider's rights, title and interest ("Assigned Intellectual Property Rights") in and to the Modifications, including the right to register or file proprietary rights based on the Modifications. Provider further agrees to provide to SAP promptly upon the SAP's request all pertinent facts and documents relating to such Modifications, and to perform promptly such lawful acts and to sign promptly such further applications, assignments, statements, and other lawful documents as SAP may reasonably request to effectuate fully this assignment. SAP grants to Provider a worldwide, non-exclusive, fully paid up, royalty free, perpetual and irrevocable license under the Assigned Intellectual Property Rights in the Modifications to make, have made, use, reproduce, display, distribute, create derivative works of, lease, sell, offer for sale, import, export or otherwise transfer through standard tiers of distribution (a "Full License") to any Provider created code included in the Modifications, subject to SAP's ownership of the underlying and/or unmodified code. Provider grants SAP a Full License to any Provider contributed Background Materials, provided that such Partner Background Materials are used only in connection with the Modification or derivative works thereof. Subject to the extent of Provider's rights therein, Provider further grants SAP a Full License to any third-party materials incorporated in the Modification. To the extent Provider does not have sufficient rights to grant SAP a Full License to such third party materials, Provider covenants to use its best efforts to procure such rights for SAP in and to the third party materials incorporated in such Modifications.

8.4 Add-ons. The ownership of the Add-ons developed by Provider shall vest in Provider or the Customer as provided in the Customer Services Agreement. In exchange for the right to develop Add-ons under this Agreement, Provider covenants not to assert any Intellectual Property Rights in Add-ons created by Provider against any SAP product, service, or future SAP development.

8.5 Reverse Engineering, Source Code. Provider shall not disassemble, reverse engineer or decompile, nor otherwise create or attempt to create the source code from the object code of the Software or SAP Materials in any manner, unless such action is indispensible in order to obtain information necessary to achieve interoperability of the Software with an independently created computer program and Customer has not been provided such information, despite a written request, within a reasonable period of time. Information obtained through such action may not be used for purposes other than to achieve interoperability, and may not be given to third parties, unless this is necessary to establish interoperability, in particular is not to be used for the development, creation or marketing of programs similar to the Software. If Provider wishes to exercise any right to reverse engineer to ensure interoperability in accordance with Applicable Law, Provider shall first provide written notice to SAP and permit SAP, at its option, to make an offer to provide information and assistance reasonably required to ensure interoperability of the Software with other products for a fee to be mutually agreed upon (if any).

8.6 Except to the extent explicitly specified in this Section 8 or a written separate agreement between the Parties, nothing in this Agreement shall be construed, whether by implication, estoppel or otherwise, to transfer ownership rights in, or grant license rights to Background Materials to the other Party.

8.7 Feedback. During the course of this Agreement, Provider may provide or SAP may solicit Provider's input regarding Software, products, services, business or technology plans, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of software, products and/or services, or input as to whether Provider believes SAP's development direction is consistent with their own business and IT needs, the technology marketplace in general, and the like (collectively "Feedback"). Provider 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, Provider grants to SAP a non-

exclusive, perpetual, irrevocable, worldwide, royalty-free license, with the right to sublicense to SAP's licensees and customers, under all relevant Provider 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 sublicensees' 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 Provider and/or its representatives. Provider acknowledges that the information related to Software or SAP, products, services, business or technology plans, disclosed to it under this Agreement, is only intended as possible strategies, developments, and functionalities of the SAP products or services and is not intended to be binding upon SAP to any particular course of business, product strategy, and/or development.

8.8 The Parties recognize that either Party has the right to develop independently software that would compete with the other Party's software without use of any Confidential Information disclosed to such other Party hereunder. Further, either Party shall be free to use for any purpose the residuals resulting from access to or work with confidential information disclosed hereunder. The term "residuals" means information in non-tangible form, which may be retained inadvertently in the unaided memory by persons who have had access to the confidential information, including ideas, concepts, know-how or techniques contained herein, so long as such persons have not studied the information for the purpose of replicating the same from memory. Neither Party shall have any obligation to limit or restrict the assignment of such persons or to pay product fees for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either Party a license under the other Party's copyrights or patents.

9. CONFIDENTIALITY

9.1. Use of Confidential Information. Confidential Information shall not be 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 Party, 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 Party to any person other than its bona fide individuals whose access is necessary to enable Provider and Customers to exercise their rights and meet their obligations hereunder. To the extent that Customers or third parties are provided access to SAP Confidential Information, such access shall be subject to confidentiality terms that are at least as restrictive as those set forth here. 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 and neither Party shall use the other Party's Confidential Information for any purpose other than in connection with the Parties' performance under this Agreement.

9.2 Exceptions. 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.

9.3 Confidential Terms and Conditions. In addition to the foregoing limitations, neither Party shall disclose the terms or conditions of this Agreement without the prior written approval of the other Party (other than to those of the Party's Representatives who must know such information in order for the Party to perform under the Agreement or enforce its rights hereunder). As used herein, "Representatives" shall mean (i) employees of Receiving Party; (ii) attorneys, accountants, or other professional business advisors; and, additionally, (iii) employees of SAP and/or any of the SAP Affiliates, and (iv) employees of any entity who are directly involved in the performance of obligations under this Agreement. The Receiving Party shall be responsible for any breach of the terms of this Agreement caused by its Representatives.

9.4 In the event that the Receiving Party or any of its Representatives are requested pursuant to, or required by, applicable law or regulation or by legal process to disclose any Confidential Information or any other information concerning the Disclosing Party, this Agreement, or the Parties' performance hereunder, the Receiving Party shall provide the Disclosing Party with prompt notice of such request or requirement in order to enable the Disclosing Party (i) to seek an appropriate protective order or other remedy; (ii) to consult with the Receiving Party with respect to the Disclosing Party's taking steps to resist or narrow the scope of such request or legal process; or (iii) to waive compliance, in whole or in part, with the terms of this Agreement. In the event that such protective order or other remedy is not obtained in a timely manner, or the Disclosing Party waives compliance, in whole or in part, with the terms of this Agreement, the Receiving Party or its Representative shall use commercially reasonable efforts to disclose only that portion of the Confidential Information which is legally required to be disclosed and to require that all Confidential Information that is so disclosed will be accorded confidential treatment.

9.5 Publicity. Except as agreed herein, neither Party shall use the name of the other Party in publicity, advertising, or similar activity, without the prior written consent of the other Party.

10. PERFORMANCE WARRANTY

10.1 Warranty. SAP warrants that the Software will substantially conform to the specifications contained in the Documentation for twelve (12) months following delivery of the Software. The warranty shall not apply: (i) if the Software is not used in accordance with the Documentation; or (ii) if the nonconformance is caused by a Modification or Add-on (other than a Modification or Add-on made by SAP and which is provided through SAP Support or under warranty), Provider, Third Party Software or any software not provided by SAP. SAP does not warrant that the Software will operate uninterrupted or that it will be free from minor defects or errors that do not materially affect such performance, or that the applications contained in the Software are designed to meet all of Provider's business requirements. Provided Provider notifies SAP in writing with a specific description of the Software's nonconformance within the warranty period and SAP validates the existence of such nonconformance, SAP will, at its option: (a) repair or replace the nonconforming Software, or (b) refund the license fees paid for the applicable nonconforming Software in exchange for a return of such nonconforming Software. This is Provider's sole and exclusive remedy under this warranty. Provider is not entitled to imply any representation, warranty, undertaking, or guarantee, including, but not limited to, in any other published SAP description or advertisement of the Software, except to the

extent that SAP has expressly confirmed such in writing.

10.2 Express Disclaimer. SAP AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

10.3 Provider shall notify SAP in writing of any nonconformance in sufficient detail for SAP to analyze the claimed nonconformance. Provider shall give commercially reasonable assistance to SAP in analyzing and remediating any nonconformity.

11. EXCLUSIONS AND LIMITATIONS OF LIABILITY

11.1 Provider's Remedies. Provider's sole and exclusive remedies for any damages or loss in any way connected with the Software or SAP Support furnished by SAP and its licensors, including due to SAP's negligence or breach of any other duty, shall be, at SAP's option: (i) to bring the performance of the Software into substantial compliance with the functional specifications; (ii) re-performance of SAP Support; or (iii) return of an appropriate portion of any payment made by Provider with respect to the applicable portion of the Software or SAP Support.

11.2 Not Responsible. SAP will not be responsible under this Agreement (i) if the Software is not used in accordance with the Documentation; or (ii) if the defect is caused by Provider or Customer, a Modification or Add-on, third-party software, or third party database. SAP AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM INHERENTLY DANGEROUS USE OF: (a) THE SOFTWARE AND/OR (b) THIRD-PARTY SOFTWARE LICENSED HEREUNDER.

11.3 Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL SAP OR ITS LICENSORS OR PROVIDER BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY EITHER: (A) FOR AN AMOUNT OF DAMAGES, IN THE AGGREGATE, IN EXCESS OF THELESSER OF EUR 500,000 OR THE LICENSE FEES PAID HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE DATE THE CLAIM WAS MADE; OR (B) IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR EXEMPLARY OR PUNITIVE DAMAGES.

11.4 Exclusions. THE LIMITATIONS AND EXCLUSIONS IN SECTION 11.3 SHALL NOT APPLY TO (i) CASES OF GROSS NEGLIGENCE OR MALICIOUS INTENT (ii) UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION OR (iii) FEES OWED UNDER THIS AGREEMENT.

11.5 Severability of Actions. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.

12. GENERAL PROVISIONS

12.1 Assignment. Provider 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 the 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.

12.2 Severability. 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.

12.3 No Waiver. 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.

12.4 Counterparts. This Agreement may be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one Agreement.

12.5 Regulatory Matters. The Software, Documentation and SAP Materials are subject to the export control laws of various countries, including without limit the laws of Ireland, the United States and Germany. Provider agrees that it will not submit the Software, 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 Software, Documentation and SAP Materials to countries, persons or entities prohibited by such laws or utilize Data Center(s) in such prohibited countries. Provider shall also be responsible for complying with all applicable governmental regulations of the country where Provider is registered, and any foreign countries with respect to the use of the Software, Documentation or other SAP Materials by Provider and/or its Affiliates.

12.6 Governing Law; Limitations Period. This Agreement and any claims arising out of or relating to this Agreement and its subject matter shall be governed by and construed under the laws of the State of New York without reference to its conflicts of law principles ("Applicable Law"). Exclusive venue for all claims arising out of or relating to this Agreement and its subject matter shall be the state and federal courts located in the Borough of Manhattan, New York City, New York. In the event of any conflicts between foreign law, rules, and regulations, and United States law, rules, and regulations, United States law, rules, and regulations shall prevail and govern. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act as enacted shall not apply. Provider must initiate a cause of action for any claim(s) arising out of or relating to this Agreement and its subject matter within one (1) year from the date when Provider knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

12.7 Notices. All notices or reports which are required or may be given pursuant to this Agreement shall be in writing and shall be deemed duly given when delivered to the respective executive offices of SAP and Provider at the addresses first set forth in the Master Agreement. Each Party will send two copies to such address, one addressed to the other Party's signatory to the Master Agreement and the other to "General Counsel". Where in this section 12.7 or elsewhere in this Agreement written form is required, that requirement can be met by facsimile transmission, exchange of letters or other written form.

12.8 Force Majeure. 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.

12.9 Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between SAP and Provider, and all previous representations, discussions, and writings are merged in, and superseded by this Agreement and the

parties disclaim any reliance on any such representations, discussions and writings. This Agreement may be modified only by a writing signed by both Parties, except where a more stringent form (e.g. notarization) is required under Applicable Law. 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 Provider to SAP. This Agreement shall prevail over any additional, conflicting or inconsistent terms and conditions which may appear in any clickwrap end user agreement included in the Software. Signatures sent by electronic means (facsimile or scanned and sent via e-mail) shall be deemed original signatures. This Agreement does not create any partnership, joint venture or principal and agent relationship.