

SAP ePlatform General Terms and Conditions

1. Definitions

- 1.1. "Agreement" means these terms and conditions and any Educational Order Form referencing these terms and conditions. All such components are integral to the agreement, and collectively are referred to herein as the "Agreement".
- 1.2. "Confidential Information" means, with respect to SAP, all information which SAP protects against unrestricted disclosure to others, including but not limited to: (a) the Learning Hub Products and Documentation and other SAP Materials, including without limitation the following information regarding the Learning Hub Products: (i) computer software (object and source codes), programming techniques and programming concepts, methods of processing, system designs embodied in the Learning Hub Products; (ii) benchmark results, manuals, program listings, data structures, flow charts, logic diagrams, functional specifications, file formats; and (iii) discoveries, inventions, concepts, designs, flow charts, documentation, product specifications, application program interface specifications, techniques and processes relating to the Learning Hub Products; (b) the research and development or investigations of SAP; (c) product offerings, content partners, product pricing, product availability, technical drawings, algorithms, processes, ideas, techniques, formulas, data, schematics, trade secrets, know-how, improvements, marketing plans, forecasts and strategies; and (d) any information about or concerning any third party (which information was provided to SAP subject to an applicable confidentiality obligation to such third party). With respect to Licensee, "Confidential Information" means all information which Licensee protects against unrestricted disclosure to others and which (i) if in tangible form, Licensee clearly identifies as confidential or proprietary at the time of disclosure; and (ii) if in intangible form (including disclosure made orally or visually), Licensee identifies as confidential at the time of disclosure, summarizes the Confidential Information in writing, and delivers such summary within thirty (30) calendar days of any such disclosure.
- 1.3. "Licensee" means the entity whose employees or contractors are licensed to access the Learning Hub Products under this Agreement and the applicable Education Order Form.
- 1.4. "Documentation" means SAP's documentation which is delivered or made available to Licensee with the Learning Hub Products under this Agreement.
- 1.5. "Education Order Form" means the order form for the Learning Hub Products ordered by Licensee thereunder, including information on Learning Hub Products, fees, and other information necessary for the delivery of such items to Licensee. The Education Order Form does not include fees for professional services, which shall be billed under separate statements of work in accord with a separate agreement.
- 1.6. "Learning Hub Products" shall mean any e-learning or other hosted information covering SAP solutions provided under this license. For example, SAP Education e-learning courses, learning maps, SAP library documentation, installation guides, implementation guides, release notes, e-learning units, self tests, or other sources
- 1.7. "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.
- 1.8. "Licensee Employees" shall mean employees of the Licensee who are licensed under these terms and conditions for Learning Hub Products.
- 1.9. "SAP" shall mean SAP America, Inc.
- 1.10. "SAP Materials" means any software, programs, tools, systems, data, or other materials made available by SAP to Licensee in the course of the performance under this Agreement including, but not limited to, the Learning Hub Products and Documentation, as well as any information, materials or feedback provided by Licensee to SAP relating to the Learning Hub Products and Documentation.
- 1.11. "Territory" means the world except for those countries prohibited by United States' export laws, and further subject to Section 6.5 of this Agreement.

2. License Grant

By submitting an Education Order Form for the SAP Learning Hub Products, Licensee is confirming their agreement and acceptance of the following terms and conditions:

2.1. General Terms and Conditions

Subject to Licensee's compliance with all the terms and conditions of this Agreement, SAP grants to Licensee a non-exclusive, non-transferrable limited term license to use the Learning Hub Products within the Territory to provide internal training to Licensee Employees. Licensee has no rights beyond those stated and contained in this Agreement. Licensee may not assign, delegate, pledge, or otherwise transfer the Learning Hub Products or any of its rights or obligations under this Agreement to any third party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation. SAP shall provide hosted access for the number of users set forth in the Education Order Form to the Learning Hub Products, pursuant to the terms and conditions contained herein.

2.1.1. Access

Licensee will receive the number of access accounts specified in the applicable Education Order Form which will be maintained and distributed to the Licensee's employee population. ePlatform Product access will be provided for 12 months from the date of Delivery as defined below. Once access is provided to the Learning Hub Products, there will be no transfers or substitutions. Normal SAP Education policies apply as listed on the SAP Education website www.sap.com/useducation.

Access to the Learning Hub Products is only available online via an Internet connection. Learning Hub Products users must have an appropriate user ID to gain access, and all names must be provided to SAP as needed.

Delivery shall be considered to be complete when SAP provides the Licensee confirmation of access by fax or e-mail ("Delivery"). The quoted net license fees or prices on the Education Order Form do not include customs duties, taxes, cost of warehousing, or any other official import charges.

The Licensee shall check the Learning Hub Products for completeness and notify SAP immediately in the event the Learning Hub Products are incomplete.

If the Licensee experiences difficulty in accessing the Learning Hub Products, all support services are provided as stated in the access notification documentation.

Licensee acknowledges that Licensee requires Internet access. Certain Learning Hub Products, not all, may provide a restricted download capability. As soon as the Licensee opens the file through the Licensee's PC, the copy protection key is validated through the Internet. Licensee acknowledges that once the key is validated, the file cannot be copied to another PC.

Licensee shall ensure that any person or entity that accesses the services under Licensee's account complies with the terms of this Agreement and Licensee shall be responsible for any breach by such person or entity as if it was Licensee's own breach.

2.1.2. Licensee shall comply with the following Connectivity Requirements

Minimum Connection speed: 128 kbps, DSL. (We recommend at least 128k for high quality performance. While the Learning Hub Products will function even at dialup speeds, due to the multimedia nature of the materials, serious performance degradation may occur.)

2.2. Training Materials

Learning Hub Products materials are intended solely for the use of the training of the individual user accessing the Learning Hub Products and may not be copied, distributed or used for any other purpose. Licensee and Trainee agree not to disclose, transfer, or otherwise make available the Learning Hub Products or relating materials to any third parties.

3. Confidentiality.

3.1. 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 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 its bona fide individuals whose access is necessary to enable it to exercise its rights hereunder. 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.

3.2. 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.

3.3. Confidential Terms and Conditions: Publicity. Licensee shall not disclose the terms and conditions of this Agreement or the pricing contained therein 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 Licensee agrees that SAP may use Licensee'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, SAPPHERE participation).

4. Price, Payment and Delivery.

4.1. Fees. Licensee shall pay to SAP license fees for the Learning Hub Products on the terms in Education Order Forms hereto. Fees for consulting services will be paid as set forth in the separate professional services agreement. Any fees not paid when due shall accrue interest at the rate of 18% (eighteen percent) per annum, but not to exceed the maximum amount as allowed by law.

4.2 Taxes. Fees and other charges described in this Agreement do not include federal, state or local sales, foreign withholding, use, property, excise, service, or similar transaction taxes ("Tax(es)") now or hereafter levied, all of which shall be for Licensee'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, Licensee shall reimburse SAP for such amounts. Licensee hereby agrees to indemnify SAP for any Taxes and related costs, interest and penalties paid or payable by SAP.

5. Termination.

5.1 Termination. This Agreement and the license granted hereunder shall terminate upon the earliest to occur of the following: (i) thirty days after Licensee gives SAP written notice of Licensee's direction to terminate this Agreement, for any reason, but only after payment of all license and SAP Support fees then due and owing; (ii) thirty days after SAP gives Licensee notice of Licensee's material breach of any provision of the Agreement (other than Licensee's breach of its obligations under Sections 2, 3 or 6.1, which breach shall result in immediate termination), including more than thirty days delinquency in Licensee's payment of any money due hereunder, unless Licensee has cured such breach during such thirty day period; (iii) immediately if Licensee files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors. For the avoidance of any doubt, termination of the Agreement shall strictly apply to all licenses under the Agreement, its appendices, schedules, addenda and order documents and any partial termination of the Agreement by Licensee shall not be permitted in respect of any part of the Agreement, its appendices, schedules, addenda, order documents.

5.2 End of Term Duties. Upon any termination hereunder, Licensee and its Licensee Employees shall immediately cease use of all SAP Materials and Confidential Information and Licensee's access to Learning Hub Products will be terminated. Within thirty (30) days after any termination, Licensee shall irretrievably destroy or upon SAP's request deliver to SAP all copies of the 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. Licensee must certify to SAP in writing that it has satisfied its obligations under this Section 5.2. Licensee data shall be deleted after termination of this Agreement, unless such termination is for breach of the Agreement by Licensee. Licensee agrees to certify in writing to SAP that it and each of its Licensee Employees has performed the foregoing. Sections 3, 4, 5.2, and 6 shall survive such termination. In the event of any termination hereunder, Licensee shall not be entitled to any refund of any payments made by Licensee. Termination shall not relieve Licensee from its obligation to pay fees that remain unpaid.

6. Miscellaneous

6.1 Intellectual property

Every person using Learning Hub Products must be licensed under these terms and conditions for accessing, downloading, or using the Learning Hub Products. Employees and others who have access to the Learning Hub Products must be informed of SAP's copyright and rights of authorship and their duty to conform to the copyright laws. The Licensee shall carefully safeguard the Learning Hub Products that have been made available to the Licensee to prevent their misuse. The Licensee is permitted to use the Learning Hub Products only for its own internal training purposes. The Learning Hub Products are confidential and Proprietary Information of SAP and the Licensee agrees not to disclose this information to any third party or use such information except as expressly permitted herein.

The Licensee acknowledges that SAP shall be entitled to seek injunctive relief for any breach of this Agreement by Licensee from which irreparable harm would ensue. The Licensee acknowledges that it is illegal and a violation of this Agreement to copy or distribute the Learning Hub Products, SAP download/online products, links, S-Users, or passwords among non-licensed persons.

In the event the Licensee breaches any provision of this Agreement and fails to cure such breach within ten (10) days after receipt of written notice from SAP, SAP shall have the right to immediately terminate this Agreement and Licensee's license to use the Learning Hub Products licensed hereunder. Upon any such termination, Licensee shall immediately cease use of such products, delete and destroy any tangible or electronic embodiments of such information in its possession, and certify in writing to SAP that the foregoing has been completed.

SAP owns all intellectual property rights in the Learning Hub Products, SAP Confidential Information, services, course content and materials provided by SAP under this Agreement. Licensee is granted a limited right to use the Learning Hub Products and services and materials, and any rights not expressly granted to Licensee in this agreement are reserved by SAP. Licensee is not permitted to make any derivative works of the services or training materials provided under this Agreement. The services and training materials are SAP Confidential Information.

6.2 Defects, Warranty and Liability

SAP does not warrant the accuracy or completeness of the Learning Hub Products, any links or the information, text, graphics, links, or other items contained within the Learning Hub Products or the SAP hosted site. SAP AND ITS LICENSORS DISCLAIM ALL 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. SAP assumes no responsibility for errors or omissions in the Learning Hub Products. It is the Licensee's duty to verify such information.

SAP SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND INCLUDING WITHOUT LIMITATION DIRECT, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT OR OTHER FINANCIAL LOSS, THAT MAY RESULT FROM THE USE OF THE LEARNING HUB PRODUCTS, SERVICES, SAP MATERIALS, SAP CONFIDENTIAL INFORMATION OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT OR RELATING EDUCATION ORDER FORM. IN NO EVENT SHALL SAP'S LIABILITY TO LICENSEE OR ANY OTHER PARTY EXCEED, IN THE AGGREGATE, THE NET FEES PAID FOR THE USE OF THE LEARNING HUB PRODUCTS. WHERE SAP'S LIABILITY IS EXCLUDED

OR LIMITED, THIS ALSO APPLIES TO THE PERSONAL LIABILITY OF SAP'S EMPLOYEES, REPRESENTATIVES, AND PEOPLE PERFORMING SERVICES ON SAP'S BEHALF.

With respect to material defects in the Learning Hub Products, and as Licensee's sole remedy for any material defect in the Learning Hub Products, SAP in its sole judgment, may decide to eliminate such material defects or make a replacement delivery or, by indicating a reasonably acceptable way to avoid the impact of such material defect.

All claims against SAP are barred after a period of one year from the date the claim arose.

Licensee shall indemnify, defend and hold SAP, its affiliates and licensors, and each of their respective employees, officers, directors, agents and representatives, harmless from and against any damages, losses, costs and expenses, and amounts paid in settlement, arising from or related to a claim by a third party resulting from Licensee's breach of any term of this Agreement.

6.3 Data Protection and Privacy

SAP uses secure technologies to protect Licensees' personal data. The Licensee agrees to the collection, processing, and use of its personal data to the extent necessary for processing the order. SAP may use Licensees' postal and e-mail addresses for promotions (for example, invitations to events, product news, and registration in SAP's Licensee database) and SAP may use the ePlatform Product's communication features to provide information to the ePlatform Product users.

However, SAP uses opt-in procedures for its promotions where the receiver expressly agrees in advance to receive information. In any case, SAP allows the recipient to opt out of a mailing list at any time.

6.4 Applicable Law and Place of Jurisdiction

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 Commonwealth of Pennsylvania without reference to its conflicts of law principles. 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 shall not apply to this Agreement. The Uniform Computer Information Transactions Act as enacted shall not apply.

6.5 Export control

The Learning Hub Products are being released or transferred to Licensee in the United States and are therefore subject to the U.S. export control laws. Licensee acknowledges its obligation to ensure that its exports from the United States are in compliance with the U.S. export control laws. Licensee shall also be responsible for complying with all applicable governmental regulations of any foreign countries with respect to the use of the Learning Hub Products by its subsidiaries outside of the United States. Licensee agrees that it will not submit the Learning Hub Products to any government agency for licensing consideration or other regulatory approval without the prior written consent of SAP.

6.6 Verification.

SAP shall be permitted to audit (at least once annually and in accordance with SAP standard procedures, which may include on-site and/or remote audit) the usage of the SAP Confidential Information and Learning Hub Products. Licensee shall cooperate reasonably in the conduct of such audits. In the event an audit reveals that (i) Licensee underpaid license fees to SAP and/or (ii) that Licensee has Used the Learning Hub Products in excess of the license quantities or levels stated in the Education Order Form, Licensee shall pay such underpaid fees and/or for such excess usage based on SAP List of Prices and Conditions Software and Support governing use in effect at the time of the audit, and shall execute an additional Education Order Form in accordance with the terms of this Agreement to affect the required licensing of any additional quantities or levels. Reasonable costs of SAP's audit shall be paid by Licensee 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 Licensee's underpayment of fees and usage in excess of the license quantities or levels.

6.7 Taxes

The stated Net Fixed Fee does not include customs duties, taxes, cost of warehousing, or any other official import charges.

6.8 Reservation of title

Delivered Learning Hub Products and relating materials remain the property of SAP and all title to the Learning Hub Products remain with SAP. The SAP Materials, and all Intellectual Property Rights embodied in the foregoing, shall be the sole and exclusive property of SAP, SAP AG (the parent company of SAP) or its or their licensors, subject to any rights expressly granted to Licensee in Section 2. Licensee is not permitted to modify or otherwise make derivative works of the Learning Hub Products. Any such unauthorized works developed by Licensee, and any Intellectual Property Rights embodied therein, shall be the sole and exclusive property of SAP or SAP AG.

6.9 Support

Support is available as per the access confirmation in the event Licensee is having difficulty with accessing the content only.

Questions about the Learning Hub Products or other material/training type advice are not supported. Coaching, training, or ask-the-expert type support on Learning Hub Products or solution releases is available separately from SAP and may be offered for an additional fee.

The Learning Hub Products do not include access to development or sandbox systems. Licensee acknowledges that maintenance support is not provided by SAP for the Learning Hub Products licensed herein.

6.10 Return orders

Licensee shall have no right to return documentation provided for view or downloading.

6.11 Content updates

SAP reserves the right to change the Learning Hub Products from time to time to correct known issues with the product. However, Licensee is not entitled to any future content updates with new content or new software releases.

6.12 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.

6.13 Entire agreement

These general terms and conditions, along with any payment terms and license term contained in the applicable Education Order Form for the Learning Hub Products, constitute SAP's and Licensee's entire and complete agreement concerning the subject matter hereof.

Annex #1

Commissioned Processing of Personal Data

This annex stipulates the rights and obligations of Licensee and SAP in connection with personal data processed by SAP on behalf of Licensee under the SAP ePlatform General Terms and Conditions (hereinafter the "Agreement"). This annex shall be an integral part of the Agreement.

1. Obligations of Licensee

- 1.1 Licensee shall be solely responsible for the permissibility of the processing of personal data as well as for safeguarding the rights of the data subjects.
- 1.2 Licensee shall give its commissions and parts thereof to SAP in writing, by facsimile or via e-mail.
- 1.3 Licensee shall make available the personal data for processing to SAP and the results of the processing shall be transferred back by SAP to Licensee by using a defined transfer procedure or in accordance with the functionality implemented in the SAP Solutions.
- 1.4 Licensee shall inform SAP without delay, if Licensee detects errors or irregularities when examining the results of the processing of personal data.

2. Obligations of SAP

- 2.1 SAP shall process the personal data and other operating data of Licensee exclusively in accordance with Licensee's instructions which may include (without limitation) the correction, erasure and/or the blocking of such data. The personal data shall not be used by SAP for any other purpose. SAP shall not preserve such personal data longer than instructed by Licensee. The statutory preservation periods remain unaffected.
- 2.2 For processing personal data SAP shall only use personnel which provably committed themselves to observe data secrecy and secrecy of telecommunications pursuant to sec 5 German Federal Data Protection Act [*Bundesdatenschutzgesetz*] and sec 88 German Act on Telecommunication [*Telekommunikationsgesetz*].
- 2.3 SAP shall implement all technical and organisational measures to comply with the requirements pursuant to sec 9 German Federal Data Protection Act. In particular, SAP shall take and regularly check the following protection measures:
 - *Physical access control*: SAP shall install an access control system.
 - *Access control*: SAP shall control and log access to data processing systems.
 - *Access limitation control*: SAP shall define, implement and monitor a concept for user rights, rules for passwords and login procedures.
 - *Transmission control*: SAP shall ensure personal data transmission 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.
 - *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 Licensee.
 - *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.
- 2.4 If the security measures implemented by SAP do not meet the legal requirements, SAP shall notify Licensee without delay.
- 2.5 SAP shall notify Licensee, if SAP considers an instruction given by Licensee to be in violation of data protection regulations. SAP shall not be obliged to perform a comprehensive legal examination.
- 2.6 SAP shall inform Licensee immediately in case of serious disruptions of the operating process, suspected data protection violations or other irregularities in connection with the processing of Licensee's Data.
- 2.7 At Licensee's written request and at Licensee's expense SAP shall reasonably support Licensee in dealing with requests from individual data subjects and/or a supervisory authority with respect to the processing of personal data controlled by Licensee. SAP shall notify Licensee 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 and Licensee's instructions, either (i) return to Licensee or all personal data controlled by Licensee and all of Licensee's media under SAP's power of disposal and any copies or reproductions thereof; or (ii) erase and/or destroy such personal data and media and confirm the erasure and/or destruction to Licensee in writing.

3. Subcontractors

SAP is authorized to engage subcontractors for the processing of personal data. SAP shall pass on to subcontractors SAP's obligation as data processor vis-à-vis Licensee and obligate subcontractors to obey all relevant data protection rules.

4. Monitoring Rights of Licensee

- 4.1 Licensee shall have all necessary right to verify in accordance with sec 11 para 2 sentence 4 German Federal Data Protection Act that SAP processes the personal data duly. These monitoring rights shall be carried out in coordination with SAP. 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 Licensee throughout these verification processes and provide Licensee with the required information.
- 4.3 SAP shall contractually safeguard Licensee's powers of disposal and monitoring rights under this agreement vis-à-vis SAP's subcontractors who may come into contact with the Data. Where applicable data protection law requires the Licensee to enter into a direct contractual relationship with SAP's subcontractors, Licensee hereby authorizes and empowers SAP to enter into the necessary agreements with SAP's subcontractors on Licensee's behalf.
- 4.4 Services rendered by SAP in connection with Licensee's monitoring rights shall be at Licensee's expense.

5. Special Confidentiality Obligation; Obligation to Observe Data Secrecy

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.

Any data media provided and any copies or reproductions made thereof shall remain property of Licensee. SAP shall store these with due care, ensuring that they are not accessible to third parties. SAP may not make copies or reproductions thereof without Licensee's consent, unless this is necessary to achieve the purposes pursued with the commissioned data processing. On Licensee's request, SAP must immediately return to Licensee all data media of Licensee under SAP's power of disposal and any copies or reproductions thereof or destroy them in accordance with the laws on data protection and confirm the destruction to Licensee in writing.

SAP undertakes to impose on its employees, who may obtain knowledge of personal data, the same obligations as entered into above by SAP.