OEM LICENSE AGREEMENT

A. Preamble

Licensor has developed and is the owner or the licensee of certain software products. OEM is a manufacturer and/or reseller of certain computer hardware and/or software products.

OEM wishes to obtain from Licensor the right to market and sublicense certain of Licensor's software products and/or make available certain On-Demand Services of Licensor to end users, as applicable, but in any event in combination with OEM's own products or services on the terms set forth in this Agreement (as defined below).

NOW, THEREFORE, the parties hereby agree as follows:

B. General Terms And Conditions

The Parties agree that their contractual relationship shall be governed by the general terms and conditions set forth in part B, the country-specific terms and conditions set forth in part C below as well as all applicable exhibits, schedules, amendments or addendum attached hereto or to any Order Form or referenced herein as part of the agreed terms, all of which are made an integral part hereof (collectively referred to herein as the "Agreement.").

1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

"ASP Services" shall mean application services that are provided to End Users by OEM utilizing licenses to use Software installed on hardware owned or controlled and in any event operated by OEM through granting remote access to Licensor client and server Software. This may occur via a private network or a Virtual Private Network (VPN) or the Internet, and may include providing administration, installation, redundancy, back-up and technical support services as they apply to the deployment and management of the Software.

"Affiliate" means any person, partnership, joint venture, corporation, company or other form of enterprise, domestic or foreign, including but not limited to subsidiaries, located in the Territory, and in which the OEM holds, directly or indirectly, more than fifty percent (50%) of the shares or voting rights. Any such company shall be considered an Affiliate for only such time as the OEM continues to hold more than fifty percent (50%) of that company's shares or voting rights.

"Bundled Products" means the Software in combination with the OEM Products, where the Software may be provided as an embedded component or integrated with the OEM Products or add-on module to the OEM Products.

"Certification" means the certification of a Data Center to be obtained by OEM in accordance with the requirements defined by Licensor.

"Confidential Information" shall mean all information which Disclosing Party protects against unrestricted disclosure to others, furnished by the Disclosing Party or its Representatives (defined below) to the Receiving Party or its Representatives in writing or in other tangible form and clearly identified as confidential or proprietary at the time of disclosure by an appropriate legend indicating that the information is deemed confidential or proprietary by the Disclosing Party, 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 OEM Products (for OEM), and the Licensor Materials and SAP Interface (for Licensor), (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.

Where the Confidential Information has not been reduced to written or other tangible form at the time of disclosure, and such disclosure is made orally or visually, the Disclosing Party agrees to identify it as confidential or proprietary at the time of disclosure and to summarize the Confidential Information in writing and deliver such summary within thirty (30) calendar days of such oral or visual disclosure. Neither Party shall identify information as confidential or proprietary that is not in good faith believed to be confidential, privileged, a trade secret, or otherwise entitled to such markings or proprietary claims.

Without by any means limiting the meaning of the foregoing, the following information shall be deemed Confidential Information, no matter whether marked as confidential or not:

(i) the business plans of the Disclosing Party

(ii) 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;

(iii) Ancillary Materials in the meaning of section 3.7 hereof;

(iv) Records maintained by OEM according to clause 5.2 hereof.

"Control" means the power of a person (or persons acting in concert) to direct or cause the direction of the affairs of another, directly or indirectly, in accordance with the wishes of that person (or persons acting in concert) whether by means of: (i) in the case of a company, being the beneficial owner of more than fifty percent (50 per cent) of the voting rights in that company, or having the right to appoint or remove a majority of the directors or otherwise control the votes at board meetings of that company by virtue of any powers conferred by the articles of association, shareholders' agreement or any other document regulating the affairs of that company; (ii) in the case of a partnership, being the beneficial owner of more than fifty percent (50 per cent) of the voting rights in the partnership, or having the right to control the composition of or the votes to the majority of the management of that partnership by virtue of any powers conferred by the partnership agreement or any other document regulating the affairs of that partnership. For these purposes "persons acting in concert", in relation to a person, are persons which actively cooperate, pursuant to an agreement or understanding (whether formal or informal) with a view to obtaining or consolidating Control of that person.

"Data Center(s)" means the site or sites at which the Software will be hosted, to enable OEM to provide the ASP Services to its Customers. Such site or sites shall at all times be owned or controlled and operated by the OEM and/or a third party accepted by Licensor in writing.

"Designated Unit" means the hardware prescribed by the Documentation as compatible for use with the Software.

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

"Documentation" means the Licensor documentation which is delivered or made available to OEM with the Software under this Agreement.

"End User" means OEM's customer licensing or using the Bundled Products from OEM.

"End User License" or "EULA" means a license agreement between OEM and any End User to which OEM sublicenses the Bundled Product.

"Group Company" means any person, partnership, joint venture, corporation, company or other form of enterprise, domestic or foreign, located in the Territory, who (i) is under the Control of Licensor or (ii) has Control over Licensor.

"Integration" means applications, scripts, commands or instructions that use the SAP Interface to connect to the Software.

"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.

"Licensor" means the entity identified by this OEM License Agreement or the Order Form that is a party to this Agreement.

"Licensor Materials" means any software, programs, tools, systems, data, or other materials made available by Licensor to OEM in the course of the performance under this Agreement including, but not limited to, the Software and Documentation, Address Directories, On-Demand Services, as well as any information, materials or feedback provided by OEM to Licensor relating to the Software and Documentation.

"Master Copy" means a copy of a Software for use by OEM for internal purposes only in accordance with the terms hereof. A Master Copy shall be considered the Confidential Information of Licensor.

"OEM Products" means the OEM's computer hardware, software products, and/or services identified in Exhibit B attached hereto or to any Order Form.

"On-Demand Services" shall have the meaning as set forth in the On-Demand Addendum attached hereto as Exhibit A-4.

"Order Form" means any order form for the Software ordered by OEM hereunder, including information on Software, OEM Support or maintenance fees, other information necessary for the delivery of such items to OEM and such other terms and conditions as mutually agreed upon by the parties in writing. All Exhibits or schedules referenced in this Agreement may be attached to an Order Form in lieu of this Agreement.

"Prepackaged Copy" means any applicable Software which is packaged by Licensor before delivery to OEM, for resale by OEM in accordance with the terms hereof.

"Receiving Party" means a Party to this Agreement which is provided with confidential or proprietary information by the Disclosing Party.

"Release" means (i) a "major release" that includes architectural changes and may be identified by a change of the release numeral to the left of the decimal point (e.g., 3.0)., (ii) a "minor release" that includes improvements and bug corrections and may be identified by the release numeral to the right of the decimal point (e.g., 3.1)., and (iii) a "maintenance release" indicating a

bug correction or patch and may be identified by a change of the release numeral two digits to the right of the decimal point (e.g., 3.12) or otherwise designated as "SP" or "Service Pack".

"SAP" means the SAP AG, Germany, which is either the Licensor under this Agreement or the parent company of Licensor or an SAP Group Company.

"SAP Interface" means any application interface developed by or with SAP Group Company that resides on or in the Software and which, when activated by the OEM Products, will give access to the Software.

"Software" means, collectively, (i) the object code versions of the software programs identified in Exhibit A attached hereto or to any Order Form, along with the Documentation, if applicable, all as developed by or for SAP, SAP AG, Business Objects Software Limited and/or any of their Group Companies and delivered to OEM hereunder; (ii) any new Releases thereof subject to unrestricted shipment that are on Licensor's OEM Product List and made generally available by Licensor to its OEM partners as part of OEM Support and (iii) any complete or partial copies of any of the foregoing.

"Software Use Rights" shall be as defined in Section 2.1(c) of this Agreement.

"Third Party Products" means any software product (including, without limitation, Address Directories) in which proprietary rights are held by someone other than Licensor and/or any Group Company.

"Territory" means all the countries in the world except, subject to restrictions listed on www.sap.com/company/legal/index.epx as may be updated from time to time and subject to Section 10 of this Agreement (Import and Export Control).

"Trademarks" means the trademarks, service marks, trade names, service names, proprietary words, symbols and other logos of Licensor or any of its Group Companies.

Other defined terms shall have the meanings set forth herein. References to "Exhibits" shall include all sub-exhibits of such Exhibit (i.e. references to Exhibit A will include Exhibits A-1, A-2 and A-3 etc) and such Exhibits may be attached to this Agreement or any Order Form.

2. GRANT OF RIGHTS

2.1 Grant of Licenses.

(a) Integration License. Subject to the terms of this Agreement, Licensor grants OEM during the term of this Agreement a nonexclusive, nontransferable right to use in the Territory the Test and Demonstration license described in Exhibit C-1 to the Software and SAP Interface to develop an integration between the Software and the OEM Products and to make copies of the Software or other Licensor Materials for such Integration purposes. OEM may distribute and sublicense the Software, including the Integration, only as an integrated part of the Bundled Products pursuant to the On-Premise Distribution License and/or ASP License defined below. OEM shall be responsible for any additional software, migration tools, or Third Party Products needed to integrate and use the Software as part of the Bundled Products.

(b) On-Premise Distribution License. If selected as an option on Exhibit A, Licensor grants OEM during the term of this Agreement a nonexclusive, nontransferable license to reproduce, market, distribute and sublicense the Software in the Territory only as part of the Bundled Products to End Users, subject to the terms of this Agreement (the "On-Premise Distribution License"). "On-Premise" means software provided by OEM via electronic download, physical delivery, or any other delivery mechanism where such software is physically installed at the End User's location. Licensor further grants OEM the non-exclusive right to sublicense the Bundled Products for On-Premise deployment, to OEMs' Affiliates, resellers or distributors, provided that OEM will ensure that anyone it authorizes to distribute, sublicense or resell the Bundled Product for On-Premise deployment does so only in compliance with, and pursuant to terms at least as protective of Licensor as, the terms of this Agreement. For clarification, this Agreement does not contain a license to use, directly or indirectly, any SAP Group Company software or other third party software not listed in Exhibit A ("Non-Licensed Software"). Any use of the Non-Licensed Software, directly or indirectly, is subject to its respective license agreement which grants direct license rights to such software.

(c) ASP License. If selected as the License Type for the applicable Software in Exhibit A, Licensor grants OEM a nonexclusive, nontransferable license to use the Software in the Territory only in the Data Center(s) to provide ASP Services to End Users solely in connection with the use of the OEM Products, subject to the terms of this Agreement ("ASP License"). ASP Services may be configured on a multi-tenant or single-tenant basis. In providing ASP Services pursuant to the ASP License, OEM agrees to be bound by the terms of the Agreement as well as the Software Use Rights Schedule ("Software Use Rights"), which is made available at http://www.sap.com/company/legal/index.epx (please select "Region North America" – "Software License Agreements" – "United States" – "Software Use Rights").

(d) On Demand Services Subscription Distribution License. If selected as the License Type for the applicable On-Demand Services in Exhibit A, Licensor entitles OEM during the term of the Agreement to grant End Users a non-exclusive, limited, non-transferable, non-perpetual right to use in the Territory On-Demand Services provided by Licensor as listed and subject to the terms for On-Demand Services described in Exhibit A during the subscription term. On-Demand Services may only be used by End User together with OEM Services.

(e) Evaluation License. Subject to the terms of this Agreement and solely to assist with OEM's sales activity in connection with the distribution of the On-Premise Distribution License, OEM may distribute in the Territory a reasonable number of copies of the Bundled Products to prospective End Users solely for purposes of allowing such prospective End Users to evaluate the Bundled Products up to a maximum of 30 days subject to sublicense terms (unless otherwise approved by

Licensor in writing), providing that the evaluation copies of the Bundled Products must not be used in production and the Software shall be destroyed or deleted at the end of the evaluation period.

2.2 Database and Third Party Products. The Software may require a database product or Third Party Products. OEM shall be responsible for any additional software, migration tool, or Third Party Product needed to provide the Bundled Products. Except as expressly stated in Exhibit A or in the Documentation, this Agreement does not contain a license to use any database product or Third Party Products, even where integrated or pre-installed as part of such Software. Each database product or Third Party Product not licensed via Licensor is subject to its respective vendor license agreement. Licensor makes no representations or warranties as to the terms of any license or the operation of any database or Third Party product obtained directly from a third party vendor. OEM and End User are responsible for support and maintenance of any database product or Third Party Product not licensed via Licensor, and Licensor has no responsibility in this regard.

2.3 Delivery

(a) Except for Prepackaged Copies, Licensor will deliver the Software to OEM by electronic delivery. Licensor may also provide OEM with a Master Copy or a set of media containing the Software. The Software shall be deemed delivered (including but not limited for the purpose of fixing a delivery date) and the risk shall pass to OEM when Licensor has made an electronic copy available on the Internet for downloading. OEM shall safeguard all Master Copies and may use them only to reproduce Software at locations approved by Licensor in writing, for sublicensing in accordance herewith.

(b) If Software is available in Prepackaged Copies, OEM may elect to distribute Prepackaged Copies. Licensor shall deliver such copies to OEM for resale as provided herein. OEM may not open, modify, or reproduce any Prepackaged Copy or its contents, including without limitation Licensor end user license agreement and registration card included in each package. In the case of physical shipment, the software shall be deemed delivered and the risk shall pass to the OEM when the Software is handed over to the freight carrier (free carrier (FCA) named place, Incoterms 2000).

2.4 Bundled Products. OEM may market and sublicense the Software only as part of the Bundled Products and only pursuant to the licensing and use restrictions as set forth in the Software Use Rights, and such other terms as set forth in the specific Exhibit A for the applicable Software. Any Third Party Products contained in or provided with the Software may only be used as part of the Software. The End User Licenses for such Software and Bundled Products shall permit the End User's use of the Software only with the OEM Products, with data access limited to data created or used by the OEM Products (referred to as a "Restricted License"). OEM shall cause all distributors, resellers, or OEM Affiliates to whom it licenses Bundled Products to distribute and resell them only as Bundled Products and to impose on the End Users the restrictions as set forth in this Section 2.4. OEM shall use commercially reasonable efforts to ensure that each End User and, in case of the licensing of Bundled Products to a distributor, reseller or OEM Affiliate, any of the latter is not violating the limitations imposed on them according to this section 2.4. In the event OEM becomes aware that an End User and, in case of the licensing of Bundled Products to a distributor, reseller or OEM Affiliate any of the latter is violating the limitations imposed on them according to this section 2.4, OEM shall promptly notify Licensor of such. OEM shall reasonably cooperate with Licensor to enforce the limitations imposed according to this section 2.4 to the fullest extent possible.

3. GENERAL OBLIGATIONS OF AND LIMITATIONS TO OEM

3.1 As to each Software which OEM sublicenses to an End User either through the On-Premise Distribution License or the ASP License, OEM shall secure the End User's consent to an End User license which provides that the End User shall use the Software only under license terms which are substantially the same as all of the following and any special terms as required in Exhibit A (the "EULA"):

(a) The End User is only granted a non-exclusive, perpetual (except for subscription based or term licenses) license to use the Software, Documentation, and other SAP Materials in the Territory to run the End User's internal business operations (including customer back-up and passive disaster recovery) and to provide internal training and testing for such internal business operations;

(b) The End User is obligated to comply with the limitations imposed on it according to section 2.4 above;

(c) End User needs to adhere to the referenced Software Use Rights Schedule containing product specific license terms for Software;

(d) End User is not permitted to modify, adapt, enhance, localize or translate the Software or otherwise make derivative works of the Software. Any such unauthorized works developed by End User, and any Intellectual Property Rights embodied therein, shall be the sole and exclusive property of Licensor or the respective SAP Group Company; and End User hereby assigns all rights in them (including moral rights) to Licensor or its designated Group Company. To the extent, Intellectual Property Rights embodied therein are not eligible to be transferred by operation of the law, Licensor or the respective Group Company shall be granted exclusive rights to use to the widest extent lawfully possible.

(e) End User shall not disassemble, reverse engineer or decompile, nor otherwise create or attempt to create the source code from the object code of the Software 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 End User 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.

(f) End User shall treat Licensor's Confidential Information in a manner which is consistent with the rights and restrictions granted by Licensor to OEM under this Agreement, which obligation may be satisfied by a valid and enforceable provision that imposes such an obligation on the End User which corresponds to the extent of the obligations imposed upon OEM by Licensor provided that such provision is at least as protective as the rights and restrictions set forth in this Agreement. A specific reference to Licensor is not required.

(g) End User agrees to a provision with respect to limitations on Software warranties, indemnities and liability which is consistent with the limitations on Licensor's Software warranties, indemnities and liability under this Agreement in that it does not impose any obligations or liabilities on Licensor beyond the terms of this Agreement).

(h) End User agrees to enable Licensor or OEM to perform audits with regards to the usage of the Software at the End User's sites. A specific reference to Licensor is not required.

(i) End User agrees to a provision according to which Licensor shall be entitled to claim damages in case of an infringement of Licensor's intellectual property rights by the End User.

3.2 Distribution through Affiliates, Resellers and Distributors. Subject to section 2.4, OEM may sublicense the Bundled Products to Affiliates, distributors and resellers for further distribution and resale (excluding the provision of ASP Services), provided that OEM will ensure that anyone it authorizes to distribute or resell the Software does so only in compliance with, and pursuant to terms at least as protective of Licensor as, the terms of this Agreement, in particular Section 3.1.

3.3 Delegation of OEM Duties. Subject to the prior written consent of Licensor, OEM may delegate the performance of the OEM's duties to suitably qualified personnel of an Affiliate. The OEM must show to Licensor that such OEM Affiliates are suitably qualified and must also inform Licensor which of the OEM's duties the Affiliate would perform and to what extent the OEM wishes to deploy the OEM Affiliates. However, it shall be up to the discretion of Licensor to agree to such delegation. Notwithstanding Licensor's consent to such delegation by the OEM, the OEM shall remain directly accountable to Licensor. Under no circumstances shall the OEM Affiliate be entitled to hold itself out to be an Authorized OEM or having any other direct relationship to Licensor.

3.4 Trademarks. Nothing in this Agreement grants OEM the right to use or display any Licensor or Group Company's names, trademarks, trade names, logos or service marks, except to identify the Software and associated services of Licensor rendered under this Agreement. OEM agrees to submit to Licensor for written prepublication approval, any materials which use or display any name, trademark, trade name, logo or service mark of Licensor or any Group Company. Notwithstanding the foregoing, nothing contained in this Agreement shall affect OEM's rights and obligations to use any Trademark to properly identify the Software to the extent otherwise permitted by applicable law or by written agreement between the parties. When using Licensor's Logo under this Agreement, OEM undertakes to comply substantially with all laws pertaining to logos in force at any time in the applicable local territory or country and all requirements and obligations of the SAP Branding Guide. OEM shall not remove, delete or in any manner alter the Trademarks or other Intellectual Property Rights notices of Licensor and Licensor' suppliers, if any, appearing on the Software or Licensor Materials as delivered to OEM. Except as otherwise set forth in Exhibit A, OEM may market the Bundled Products under its own marks and OEM may configure and customize the Software using the menus, options and tools provided for such purposes and contained in the Software. If OEM adopts and uses its own marks to identify the Bundled Products (subject to the exclusion as set forth above), it shall state in the documentation or "help-about" box (or other similar location where third-party technology is identified) that the Software is the technology of Licensor, as applicable. All uses of the Trademarks shall be subject to the then-current trademark usage guidelines generally made available by Licensor from time to time.

3.5 Marketing. OEM shall make no representations or warranties on behalf of Licensor except as Licensor may itself provide or approve in writing.

3.6 OEM's Business Practices. OEM shall (a) comply with all applicable laws and regulations, including the United States Foreign Corrupt Practices Act, (b) avoid deceptive, misleading or unethical practices, and (c) conduct business in a manner that reflects favorably at all times on the Software and Licensor' goodwill and reputation.

3.7 Ancillary Materials. Licensor may provide OEM with certain other materials relating to the Software ("Ancillary Materials"). The Ancillary Materials are licensed to OEM for internal use in the Territory pursuant to a non-exclusive, non-transferable license limited to the purposes of this Agreement. OEM shall have no right to distribute or sublicense the Ancillary Materials under this Agreement.

4. PAYMENT AND TAXES

4.1 Orders, Fees and Payment terms. The parties agree to the provisions regarding orders, fees and payment terms as provided below.

4.2 OEM shall order the Software and services according to Licensor's standard procedures and shall pay Licensor the fees set forth in Exhibit C. Any amounts payable under this Agreement and invoiced by Licensor shall be due within thirty (30) days of the invoice date. OEM can offset claims only if they are uncontested or awarded by final and binding court or arbitration court order. All payments made hereunder are non-refundable.

4.3 Licensor will invoice OEM in US dollars based on OEM's report on the fees according to Exhibit C. Payments made under this Agreement after their due date will incur interest at a rate equal to one and one-half percent (1.5%) per month (i.e., 18% per annum) or the highest rate permitted by applicable law, whichever is less. OEM will independently establish prices and terms for the Bundled Products, provided such terms include what is required under this Agreement. The currency exchange rate shall be based on the official fixing of the European Central Bank at the last business day of the month in which the OEM invoices the End User.

4.4 Taxes.

(a) All taxes or customs duties except income or corporate taxes will be borne by OEM. If any such tax or duty has to be withheld or deducted from any payment under this agreement, OEM will increase payment under this Agreement by such amount as shall ensure that after such withholding or deduction Licensor shall have received an amount equal to the payment otherwise required.

(b) Income taxes will be borne by Licensor. If OEM is required to withhold income or corporation tax or a similar tax from any payment to Licensor under this Agreement, OEM shall be entitled to withhold or deduct such tax from the gross amount to be paid. However, OEM 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. OEM will in the case of any withholding of tax provide Licensor a receipt from the relevant authority to which such withholding tax has been paid and all other information and documents reasonably necessary or expedient in order to enable Licensor to apply for a tax credit against its income tax.

5. REPORTS AND AUDITS

5.1 Payment Reports. Within twenty (20) days after the close of each month, OEM will deliver to Licensor a report which will provide all information reasonably required by Licensor identifying each End User by an unique customer number for computation and/or confirmation of the fees, if any, due or credited to Licensor for such month, including without limitation: (i) license information (material code/software description, license quantity, license metric, and associated license fee due Licensor), and (ii) applicable maintenance fees, associated maintenance rate and indicating whether it is first year maintenance or a renewal, and associated license fee. The payment report shall be submitted to Licensor even if the license and maintenance fees due is less than the minimum license fee set forth Exhibit C.

5.2 Audits. During the term of this Agreement and for three (3) years thereafter, OEM will maintain relevant records regarding its distribution and sublicensing of the Software or Licensor Materials or the making available of On-Demand Services to each of its End Users. Upon reasonable notice to OEM, Licensor may audit or have audited by an external expert appointed by Licensor ("Nominated Auditor"), at Licensor's expense, the records of OEM and its employees, associates, agents, subcontractors or any other person acting on its behalf relating to OEM's activities under this Agreement to determine OEM's compliance hereunder, including the compliance with the license terms applying to Software, the calculation of the fees due under this Agreement, and the accurateness and completeness of the payment or royalty reports submitted to Licensor under this Agreement. All such records will be subject to Section 7.5 (Confidential Information). If the audit is performed by Licensor, OEM shall ensure that the audit can be performed on an anonymous basis and does not provide any End User name and/or contact information to Licensor during the audit procedure. If the audit is performed by the Nominated Auditor, then such Nominated Auditor shall not provide any End User names and contact information to Licensor. In the event any such audit reveals that OEM has underpaid Licensor, then, in addition to immediately settling the outstanding amount and such other remedies as Licensor may have, OEM shall pay or reimburse to Licensor the cost of the audit. In the event OEM or Licensor discovers that the use of Software by any End User has exceeded the licensed level, OEM shall be obligated to pay Licensor the applicable fees as if the additional licenses were included in the original royalty or payment reports for the period during which the licenses were first used.

5.3. OEM undertakes to carry out system measurements of its End Users' systems at Licensor's request in order to measure the utilization of the Software by the End User and to make the logs available to Licensor. The parties shall cooperate in good faith to implement any necessary auditing tools and enable the effective auditing of the End Users by OEM. In addition, OEM shall use reasonable efforts to obtain the approval of the End User to enable Licensor or any third party authorized by Licensor to carry out system measurements at the systems of the OEM´s customers, directly.

6. SUPPORT AND MAINTENANCE

6.1 End User Support by OEM. OEM will be responsible for providing direct technical support for the Software to End User licensing the Bundled Product from OEM or OEM's affiliates, distributors or resellers. OEM's support will include, but not necessarily be limited to, answering product use questions, diagnosing problems, and using reasonable efforts to provide solutions to problems. OEM's technical support personnel shall include persons trained and qualified on the Software as specified in Exhibit D. Training and qualification will be at OEM's expense and at Licensor's then-current published rates.

6.2 OEM Support. OEM will designate its technical contact representatives ("Named Contacts") to whom Licensor (or a Group Company) will provide access to OEM Support services for the supported Software during the term of this Agreement, provided that OEM has paid the OEM Support Fee specified in Exhibit C. The OEM Support services are provided to OEM only and include: (a) help desk support consisting of online and email communication with Software specialists trained to work with OEM-type partners; (b) access to online support materials, such as the Licensor Knowledge Base; and (c) commercially reasonable efforts by Licensor to address any errors in a supported Release of the Software. OEM Support services is provided by Licensor only for the certified operating environments as defined in the applicable Documentation. OEM Support Fees shall also entitle OEM to the Test and Demonstration License described in Exhibit C-1. During the term of this Agreement and part of OEM Support, Licensor will make available to OEM certain major and, minor Releases of the Software , if and when such Releases are made generally available by Licensor to its OEM-type partners ("Future Releases"). If OEM has licensed Software with limited functionality or a limited configuration, any Release of such Software provided to OEM as future Releases shall be limited to the same Software functionality and configuration originally included in the Software as described in Exhibit A.

6.3 Maintenance. Annual maintenance entitles OEM to provide to End Users Future Releases of the Software. Maintenance may only be provided by OEM to End Users that have purchased Maintenance or upgrade license as set forth in Exhibit C. Licensor has no obligations to provide any maintenance to End Users directly.

7. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

7.1 Software Ownership and Limited Rights. The Software, Licensor Materials, Integration, and all Intellectual Property Rights embodied in the foregoing, shall be the sole and exclusive property of Licensor or its Group Companies, or its or their licensors, subject to any rights expressly granted to OEM in Section 2 hereof. OEM is not permitted to create derivative works of the Software or Licensor Materials. Any such unauthorized works developed by OEM, and any Intellectual Property Rights embodied therein, shall be the sole and exclusive property of Licensor or any of its Group Companies, as applicable, and OEM hereby assigns all rights in them (including moral rights) to Licensor or its designated Group Company. To the extent, Intellectual Property Rights are not eligible to be transferred by operation of the law, Licensor or any of its Group Companies shall be granted exclusive rights to use to the widest extent lawfully possible. OEM shall not acquire any Intellectual Property Right to the Software, Licensor Materials, Documentation, or Trademarks, except for the limited license rights granted in this Agreement. All rights in and to the Software and Licensor Materials not expressly granted in this Agreement are reserved by Licensor. OEM shall use commercially reasonable efforts to ensure that no End User is violating the terms of its End User License, including without limitation the use of the Software by its End Users have not exceeded the agreed licensed level. In the event OEM becomes aware that any End User is violating its End User License in relation to Software or any Licensor Materials, OEM shall promptly notify Licensor of such. OEM shall reasonably cooperate with Licensor to enforce the terms of any such license agreement with an End User.

7.2 Protection of Trademarks. Licensor shall have the sole and exclusive right to protect and defend the Trademarks, at its sole cost and expense. OEM shall reasonably cooperate with Licensor, at Licensor' expense, in the defense and protection of the Trademarks, and shall promptly advise Licensor of the use of any mark infringing any of the Trademarks of which it has knowledge.

7.3 Modifications. OEM shall not modify, adapt, enhance, localize or translate the Software. In no event shall OEM remove or alter the end user license agreement (except as permitted by Section 3.1) or the provision for an electronic registration capture screen which may appear when any End User first installs or accesses the Software. Any and all copies, modifications, adaptations, enhancements, localizations, translations and derivative works of the Software, Licensor Materials, and any developments and Integration made utilizing the Software or other Licensor Materials made available to OEM under this Agreement, shall be deemed to be the sole property of Licensor or its designated Group Company, and OEM hereby assigns all rights in them (including moral rights) to Licensor or its designated Group Company. OEM agrees to execute those documents reasonably necessary to secure Licensor or its Group Company's rights in the foregoing. The foregoing shall not be interpreted to grant Licensor any rights in the OEM Products. For purposes of clarity, OEM Product and derivatives thereof shall remain the sole and exclusive property of OEM, except to the extent such property incorporates Licensor Intellectual Property Rights or was developed using the Intellectual Property Rights of Licensor.

7.4 Reverse Engineering, Source Code. OEM 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 Licensor 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 End User 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 OEM wishes to exercise any right to reverse engineer to ensure interoperability in accordance with applicable law, OEM shall first provide written notice to Licensor and permit Licensor, 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). OEM shall have no right to the source code of any Software.

7.5 Confidential Information.

(a) 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 a Disclosing 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. The Receiving Party:

(i) shall take all reasonable steps (defined below) to keep all Confidential Information strictly confidential;

(ii) shall not disclose or reveal any Confidential Information to any person other than its Representatives who are actively and directly involved in the performance under this Agreement, or who otherwise need to know the Confidential Information for the purpose of the Party's performance under this Agreement;

(iii) shall not use Confidential Information for any purpose other than in connection with the Parties' performance under this Agreement; and

(iv) shall not disclose to any person (other than those of its Representatives who are actively and directly participating in the scope of work under this Agreement or who otherwise need to know for the purpose of the Party's performance under the Agreement) any information about the Agreement, or the terms or conditions or any other

facts relating thereto, including, without limitation, the fact that Confidential Information has been made available to the Receiving Party or its Representatives.

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. 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 Group Companies, 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 by it or its Representatives

(b) The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that:

(i) is independently developed by 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;

(ii) has become generally available to the public without breach of this Agreement by Receiving Party;

(iii) at the time of disclosure to Receiving Party was known to such Party free of restriction; or

(iv) Disclosing Party agrees in writing that information is free of such restrictions

(c) 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.

(d) Upon the Disclosing Party's written request, the Receiving Party shall (upon termination of the Agreement or at the Receiving Party's election) return or destroy (provided that any such destruction shall be certified by a duly authorized Representative of the Receiving Party) all Confidential Information of the Disclosing Party and all copies, reproductions, summaries, analyses or extracts thereof or based thereon (whether in hard-copy form or on intangible media, such as electronic mail or computer files) in the Receiving Party's possession or in the possession of any Representative of the Receiving Party; provided, however: (i) that if a legal proceeding has been instituted to seek disclosure of the Confidential Information, such material shall not be destroyed until the proceeding is settled or a final judgment with respect thereto has been rendered; and (ii) that the Receiving Party shall not, in connection with the foregoing obligations, be required to identify or delete Confidential Information held in archive or back-up systems in accordance with general systems archiving or backup policies. Upon each Party's request, the other Party will, within thirty (30) days of termination, certify in writing to the other Party's compliance with this Section.

(e) The foregoing obligations shall survive any termination or expiration of this Agreement. Neither Party shall disclose the terms or conditions of this Agreement without the prior written approval of the other Party.

(f) OEM's liability for any breach of the foregoing confidentiality undertakings shall not be subject of any liability limitation as otherwise may be applicable under this Agreement.

7.6 Feedback. During the course of this Agreement, OEM may provide or Licensor may solicit OEM'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 OEM believes Licensor's development direction is consistent with their own business and IT needs, the technology marketplace in general, and the like (collectively "Feedback"). OEM acknowledges and agrees that any information disclosed by Licensor during discussions related to Feedback shall be considered Licensor Confidential Information and shall be protected from disclosure in accordance with the terms of this Agreement. In order for Licensor to utilize such Feedback, OEM grants to Licensor a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license, with the right to sublicense to SAP's licensees and customers, under all relevant OEM 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. Licensor shall be entitled to use Feedback for any purpose without restriction or remuneration of any kind with respect to OEM and/or its representatives. OEM 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.

7.7 OEM shall inform Licensor as soon as practicable if it is aware of any third party that has acquired or used unauthorized copies the Software or Licensor Materials or markets, sells, or uses the Software or Licensor Materials without authorization.

Moreover, OEM must also assist Licensor in every reasonable way in the pursuance of Licensor's rights and, upon consultation with Licensor, must immediately take all steps for the protection of those rights. OEM must temporarily stop selling and marketing the Software to any such third party unless and until such ambiguity is resolved to OEM's and Licensor's satisfaction.

7.8 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 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.

8. INDEMNIFICATION

8.1 Third Party Rights.

(a) Licensor makes no representation with respect to the possibility of infringement by Combination Use (as defined below) of the Software. The parties agree that Licensor has no duty to investigate or to warn OEM or End Users of such possibility. Without limiting the generality of the foregoing, Licensor shall have no obligation or liability with respect to any claim based upon Software or Documentation that has been altered by anyone other than Licensor or the Combination Use of the Software, Documentation or Licensor Materials, when such alteration or Combination Use is a part of the alleged infringement claim. As used herein, "Combination Use" means use of the Software or Licensor Materials in combination or conjunction with any of the following: (i) any software other than the Software; (ii) any apparatus other than a Designated Unit and/or (iii) any activities of OEM (or its End User) not licensed under this Agreement.

(b) The obligations of Licensor under Section 8.1 (c) shall not apply to the extent the alleged infringement or misappropriation results from use of the Software in conjunction with any other software, an apparatus other than a Designated Unit, failure to use a substantially equivalent non-infringing alternative program provided by Licensor if such infringement or misappropriation could have been avoided by use of the update, or unlicensed activities. Licensor may settle or mitigate damages arising from any claim or potential claim, by modifying the Software or by substituting alternative substantially equivalent non-infringing programs and supporting Documentation for the Software.

(c) Except as otherwise set forth in Exhibit A for the applicable Software, and subject to the provisions and limitations of this Section 8.1 and elsewhere in this Agreement, Licensor will, at its discretion and at its cost, either defend or settle, any legal dispute which is brought against the OEM on the basis of the alleged direct infringement or misappropriation of any patent, copyright, trademark, or trade secret right of a third party as a consequence of the use of the Software in accordance with this Agreement in the Territory, and will also reimburse OEM for all costs and damages which are finally and bindingly awarded against the OEM in connection with any such legal dispute, provided that:

a. the infringement is attributable to Licensor's intentional or negligent behaviour, and

b. OEM notifies Licensor in writing of any such alleged claim without undue delay, and

c. OEM authorizes Licensor to have sole control over the defense or settlement any such claim,

d. OEM cooperates fully in the defense of such claim and provides Licensor with all relevant information and reasonable support, and

e. OEM shall not undertake any action in response to any infringement, or alleged infringement, of the Software that is prejudicial to Licensor's rights.

OEM may appear in any proceeding concerning such claim, at its own expense, through counsel reasonably acceptable to Licensor. In the event OEM declines Licensor's offered defense, or otherwise fails to give full control of the defense and settlement to Licensor's designated counsel, then OEM waives Licensor's obligations under this Section 8.1. Licensor expressly reserves the right to cease such defense of any claim(s) in the event the Software is no longer alleged to infringe or misappropriate, or is held not to infringe or misappropriate, the third party's rights.

(d) Licensor shall not be liable in any way for the costs and damages incurred by OEM in connection with the defense of any such claim if the relevant action was not approved by Licensor in advance in writing. Such approval shall not be withheld or delayed unreasonably.

(e) If an infringement or misappropriation of the intellectual property rights of a third party by the Software in accordance with Section 8.1(c) above is alleged or, in the reasonable opinion of Licensor, an infringement or misappropriation of the intellectual property rights of a third party is likely to occur or be alleged, Licensor may, at its discretion:

(i) procure for OEM the continued right to use the Software at no additional charges to OEM, or

(ii) modify the Software or substitute alternative substantially equivalent non-infringing programs and supporting Documentation for the Software, or

(iii) if none of the foregoing alternatives can be achieved at a reasonable cost, Licensor may terminate the Agreement and refund the prices paid by OEM less an appropriate amount covering the period of actual use of the Software by the OEM.

(f) Without limitation Licensor shall not be liable for any infringements of third party rights to the extent caused by

(i) modifications of the Software other than by Licensor which are not approved by Licensor in writing, or

(ii) the Combination Use of the Software or Licensor Materials, or

(iii) the fact that OEM continues to use a particular version, release or correction level of the Software after being notified of the possibility of an infringement and after having been supplied by Licensor with a modified version, release or correction level which would have avoided the alleged infringement, or

(iv) the use of other than the latest Release of Software, as provided by Licensor to the OEM for remedying the infringement of third party rights, unless the alleged infringement would also have occurred in the case of the use of such Release of Software.

8.2 Indemnification by OEM. If an action is brought against Licensor and/or a Group Company by a third party arising from (a) any taxes and related costs, interest and penalties paid or payable by Licensor and/or Group Company, (b) OEM's representations not authorized by Licensor, (c) OEM's breach of this Agreement, including but not limited to, OEM's breach or violation of applicable export laws or regulations, or action in excess of OEM's authority hereunder and arising out of any claims by any End Users or OEM's failure to comply with the End User licensing requirements set forth in this Agreement, (c) any agreement between OEM and its distributors, resellers or End Users, (d) any breach of this Agreement by OEM's Group Companies arising out of OEM's delegation of duties pursuant to Sections 3.2 and 3.3, (e) the provision of the Software or the End User's use (or inability to use) the Software; (f) a claim that any OEM Product infringes, misappropriates or violates any patent, copyright or trademark of any third party or OEM's combining (or its authorizing others to combine) the Software with any products not provided by Licensor, or (g) a third party's assertion that OEM acted as Licensor's agent or otherwise on its behalf, then OEM shall defend Licensor, at OEM's expense, and shall pay any settlement amounts OEM authorizes and all damages, costs and attorneys' fees finally awarded against Licensor and/ or the SAP Group Company in the action. OEM shall indemnify and hold harmless Licensor from any damages and costs Licensor incurs as a consequence of any infringement of intellectual property rights of third parties caused by any of the circumstances set forth in Section 8.1(f) above or the use of the Software not in accordance with this Agreement.

8.3 THE PROVISIONS OF SECTION 8.1 STATE THE SOLE, EXCLUSIVE AND ENTIRE LIABILITY AND OBLIGATION OF LICENSOR TO OEM, AND OEM'S SOLE REMEDY WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS THAT MAY ARISE RELATED IN ANY WAY TO THE SOFTWARE OR DOCUMENTATION. The liability limitations contained in Part C, Section 13 below shall apply to all claims made under Section 8.1. Any limitations to the liability and obligations of Licensor according to sections 8.1 and 8.3 shall also apply for the benefit of Group Companies and their respective licensors.

9. TERM AND TERMINATION

9.1 This Agreement is entered for an initial term as described in Exhibit C-1 ("Initial Term"), unless earlier terminated as set forth herein. After the expiration of the Initial Term, the Agreement may be extended by a term to be defined upon mutual written agreement of the Parties only.

9.2 This Agreement and the license granted under this Agreement may be terminated by either Party for good cause upon written notice to the other in accordance with the following:

(a) thirty days after Licensor gives OEM notice of OEM's breach of any provision of the Agreement (other than OEM's breach of its obligations under Sections 2.1, 7.1 - 7.5, 10, 11 or 12.1, which breach shall give right to immediate termination), unless OEM has cured such breach during such thirty day period;

(b) immediately if OEM does not pay on the due date any amount payable to Licensor unless payment is made within 30 days of its due date;

(c) immediately if (1) OEM commences negotiations with one or more of its creditors with a view to rescheduling major parts of its indebtedness or (2) OEM files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors.

9.3 For the avoidance of any doubt, termination of the Agreement shall strictly apply to all licenses under the Agreement, its appendices, exhibits, schedules, addenda, Order Form, and order documents and any partial termination of the Agreement by OEM shall not be permitted in respect of any part of the Agreement, its appendices, schedules, exhibits, addenda, or other order documents.

9.4 Obligations on Termination.

(a) Any terms of this Agreement which by their nature extend beyond the day this Agreement ends remain in effect until fulfilled, in particular any terms protecting the Intellectual Property Rights of an SAP Group Company, and apply to respective successors and assignees.

(b) Upon termination or expiration of this Agreement for any reason:

(i) OEM shall immediately cease distributing or sublicensing the Software, OnDemand Services or Address Directories, as applicable, to any End Users, including renewing any subscription based licenses agreements with existing customers, or marketing the Software as part of the Bundled Software under this Agreement;

(ii) OEM shall immediately cease use of all Licensor Materials and Confidential Information;

(iii) OEM shall immediately cease to identify itself as an authorized OEM for Licensor or otherwise affiliated in any manner with Licensor;

(iv) OEM may use its Test and Demonstration licenses of the Software to provide support to its End Users and for archival purposes subject to OEM continuing compliance with the terms of the Agreement and provided OEM is not in breach with the terms of the Agreement;

(v) any fees previously paid by OEM are non-refundable except as expressly set forth otherwise in this Agreement;

(vi) any paid-up perpetual license to the Software previously granted to an End User on an on-premise basis shall survive according to the terms of such license;

(vii) OEM's right to initiate providing ASP Services using the Software to new customers shall immediately terminate; however, OEM may continue to use its ASP Licenses purchased on a perpetual basis to provide ASP Services to its ASP End Users that are contracted with OEM as of the date of the termination of this Agreement subject to OEM's continuing compliance with the terms of this Agreement, provided OEM is not in breach with terms of this Agreement;

(viii) Licensor shall have the option (if applicable), but not the obligation, in its discretion, to reacquire from OEM all or part of the Prepackaged Copies, including translated versions, which are then held by OEM in inventory and not committed to sales. Licensor shall exercise such option by written notice to OEM within thirty (30) days after termination of this Agreement. Licensor shall pay for such Prepackaged Copies at the individual unit prices originally paid by OEM in acquiring them from Licensor; and

(ix) OEM may request to receive, and Licensor may agree to provide for a limited time, support and/or maintenance services for the Software after the termination of this Agreement. In such case, such services shall be provided pursuant to the terms of this Agreement unless agreed otherwise in writing.

9.5 Within 30 days after any termination or expiration of the Agreement, OEM shall irretrievably destroy or upon Licensor's request deliver to Licensor all copies of the Licensor 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. OEM must certify to Licensor in writing that it has satisfied its obligations under this Section. Termination shall not relieve OEM from its obligation to pay fees that remain unpaid. Additionally, the parties hereto agree that communications to End Users and any publications/press releases regarding such termination shall be mutually agreed upon, in writing, prior to distribution.

10. IMPORT AND EXPORT CONTROLS

10.1 The Software, Documentation and Licensor Materials are subject to the export control laws of various countries, including without limit the laws of Ireland, United States and Germany. OEM agrees that it will not submit the Software, Documentation or other Licensor Materials to any government agency for licensing consideration or other regulatory approval without the prior written consent of Licensor. OEM agrees to comply with the laws and regulations restricting import, export, re-export, transfer or release to certain entities or destinations of the United States, E.U., Irish and other applicable jurisdictions ("Export Regulations"). With respect to any export, re-export, transfer, or release otherwise permitted under this Agreement to persons within OEM or its Affiliates or to unrelated third parties of: (i) such technology, software, services or commodities; or (ii) the direct product of any such technology; or (iii) any product that OEM creates with content that is supplied by Licensor; or (iv) any technology that OEM creates that is based upon or commingled with technology provided by Licensor, OEM will comply with the Export Regulations.

10.2 Any import into and/or operation in countries where the import and/or operation is subject to authorization by the authorities of such country shall be in the sole responsibility of OEM. Licensor assumes no responsibility or liability for OEM's failure to obtain any necessary export approvals. OEM shall take all necessary actions and precautions to ensure that its distributors, resellers and other customers do not contravene the Export Regulations. Licensor will reasonably cooperate with OEM to identify the export status and requirements of the Software or other Licensor Materials. Notwithstanding anything to the contrary, Licensor may refuse the fulfillment of its obligations under this Agreement if and for as long as such fulfillment violates the Export Regulations. The Parties shall then consult each other if and how compliance with the Export Regulations may be achieved with commercially reasonable efforts. For the avoidance of doubt: Licensor may request money for any modification of its Software that the parties may agree to, in their sole discretion, in order to make the item compliant. This Section 10 shall survive the expiration or earlier termination of this Agreement.

10.3 With respect to any delivery of Software, Documentation and Licensor Materials to be made by Licensor to OEM and/or any other party under this Agreement, OEM acknowledges that the delivery of the Software (including patches, fixes, updates, upgrades and new versions), Documentation and Licensor Materials may be subject to the prior obtaining of export and/or import authorizations from the competent authorities and that this process may considerably delay or prevent the delivery and/or impact Licensor's ability to provide maintenance and support. OEM shall support Licensor in obtaining any required authorization by providing information and/or declarations, e.g. End Use Certificates, as may be requested by Licensor.

11. OEM'S COMPLIANCE OBLIGATIONS

11.1 OEM shall conduct its operations at all times in strict compliance with all applicable anticorruption laws including the US Foreign Corrupt Practices Act (FCPA), the U.K Anti-Bribery Act, and Licensor's then current local SAP Code of Business Conduct. Such obligation shall also apply to the OEM´s subcontractors, Affiliates, resellers and distributors. If OEM has in place or adopts policies which establish similar standards to the SAP Code of Business Conduct, OEM may comply with its own policies to fulfil the requirements of this section.

11.2 OEM shall not obtain on Licensor´s behalf or provide to Licensor any information which is not legally available in the Territory, or which is procurement-sensitive, proprietary, or classified, where there is reason to believe that possession of such information is unauthorized, illegal, or unethical.

11.3 OEM shall not make, offer or promise any payments or gifts directly or indirectly to any employee of potential End Users. Any business entertainment offered to potential End Users must comply with the spirit and letter of the limits established in the relevant then current local SAP Code of Business Conduct.

11.4 OEM represents and warrants to Licensor that OEM and any other person acting on the OEM`s behalf have not directly or indirectly paid, offered or promised to pay, or authorized the payment of, and will not directly or indirectly pay, offer or promise to pay, or authorize the payment of any monies or gifts or anything of value to any employee or representative of an End User or prospect, or government official or employee, political party official or candidate, or or officer or employee of any public international organization,(or an immediate family member of such persons) for the purpose of influencing their acts or decisions in order to secure or retain business on behalf of Licensor.

11.5 OEM represents and warrants that it is not listed by any government agency as debarred, suspended, and proposed for suspension or debarment or otherwise ineligible for government procurement programs.OEM certifies that neither it nor its employees or subcontractors are members of management or in a position to influence decisions related to work performed under this Agreement with respect to any End User.

11.6 Licensor shall be entitled to require OEM to certify – once per year – that OEM is in compliance with the terms of this Section 11.

12. MISCELLANEOUS

12.1 Assignment. This Agreement may be assigned by Licensor to any entity which assumes its obligations and acquires ownership of or the right to use and license the Software. Neither this Agreement, nor any right or obligation hereunder, may be assigned, transferred, delegated or subcontracted, by operation of law or otherwise, in whole or in part, by OEM without Licensor's prior written consent, such consent not to be unreasonably withheld. Due to the importance of OEM's ownership and management, a Change of Control of OEM shall be deemed an assignment of this Agreement. "Change of Control" of OEM shall mean a transaction or series of transactions (i) pursuant to which control of OEM is acquired by persons or entities other than those who control OEM on the Effective Date of this Agreement, where "control" means ownership or control, direct or indirect, of more than fifty percent (50%) of the stock or other equity interest entitled to vote for the election of directors or equivalent governing body of OEM, or (ii) resulting in the sale of all or substantially all of OEM's assets or all or substantially all of OEM's assets utilizing any Software or Licensor Materials. Subject to the foregoing, the provisions of this Agreement shall be binding upon and inure to the benefit of the parties, and their permitted successors and assigns. OEM shall provide to Licensor written notice at least sixty (60) days prior to any proposed assignment or transfer. Any attempted assignment or transfer of this Agreement is in violation of this Section is void. .

12.2 Independent Contractors. The relationship of Licensor and OEM established by this Agreement is that of independent contractors. This Agreement does not give either party the power to direct and control the day to day activities of the other, constitute the parties as partners, joint venturers, co-owners, principal-agent, or otherwise participants in a joint or common undertaking, or allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever. OEM has no actual, apparent, or ostensible authority to act on behalf of Licensor unless expressly stated in this Agreement. OEM must indemnify and hold harmless Licensor in respect of any third party claims against Licensor and its Group Companies arising or relating to a third party's assertion that the OEM acted as Licensor's agent or otherwise on this behalf.

12.3 Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between Licensor and OEM, 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. Each party acknowledges that it is entering into this Agreement as a result of its own independent investigation and not as a result of any representation of the other party not contained herein. Any additional or different terms in OEM's documents (including any preprinted terms contained on purchase orders) are hereby deemed to be material alterations and notice of objection to, and rejection of, them is hereby given, and such additional or different terms shall be void

12.4 Amendments; Waivers. This Agreement may not be modified or any term or condition waived except in a writing signed by a duly authorized representative of each party. This shall also apply to a possible waiver of the written form requirement established in the foregoing sentence. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof.

12.5 Force Majeure. Except for a party's payment obligations, neither party shall be liable to the other for its failure to perform any of its obligations hereunder during any period in which such performance is delayed by circumstances beyond its

reasonable control including, but not limited to, earthquake, fire, flood, war, embargo, strike, riot, inability to secure materials and transportation facilities, or the intervention of any governmental authority.

12.6 Publicity. The terms of this Agreement are confidential. OEM agrees, upon Licensor's request, to reasonably cooperate in the marketing activities identified in Exhibit E. Except for the foregoing, no press release or other like publicity regarding this Agreement may be made without the other party's approval.

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 OEM at the addresses first set forth in this Agreement and to Licensor at the following address: Business Objects Software Limited, 1012 - 1014 Kingswood Avenue, City West Business Campus, Dublin 24, Ireland, attention: Contract Manager, with a copy to: SAP America, Inc., Attn: Contracts Manager, 3410 Hillview Ave., Palo Alto, California 94304, U.S.A. Where in this section 12.7 or elsewhere in this Agreement notices in written form are required, that requirement can be met by facsimile transmission, email or exchange of letters to the address, email or facsimile number of the respective parties set forth in any Order Form.

12.8 Non-Exclusivity. This is a non-exclusive relationship. Each party may have similar agreements with others and may independently develop, acquire, and market materials, equipment, or programs that may be competitive with (despite any similarity to) the other party's products or services. Each party is responsible for its own costs, including all business, travel and living expenses incurred by the performance of this Agreement.

12.9 Hierarchy. 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 OEM Order Form; (ii) the Exhibits or Addendum; and (iii) this Agreement.

C. COUNTRY-SPECIFIC TERMS AND CONDITIONS

The following country-specific terms and conditions shall apply and be deemed as an integral part of the Agreement:

13. WARRANTIES AND DISCLAIMER

13.1 Licensor warrants that the Software will substantially conform to the specifications contained in the Documentation when in use without modification on the hardware prescribed by the Documentation as compatible for use with the Software ("Designated Unit") for six months following delivery. This warranty is directly to OEM and OEM shall not be entitled to warrant to End User on behalf of Licensor. Any warranty provided by OEM to its End Users shall be on OEM's own behalf. **Licensor ASSUMES NO WARRANTY OBLIGATIONS TO END USERS.** The warranty shall not apply: (i) if the Software is not used in accordance with the Documentation; (ii) to any third party software, including the third party database; or (iii) if the Software has been subjected to any modification; or (iv) if the Software is not installed on a Designated Unit; or (v) to the extent that the defect is caused by or is contributed to by OEM or End User; or (vi) if OEM or End User does not provide access, including remote access, to the Software to Licensor's support personnel; or (vii) if the defect is caused by any third party software, OEM or Third Party Products. Licensor 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 OEM or End Users' business requirements. To the extent the problem is reported by an End User, OEM shall cause its End Users to provide Licensor with sufficient test time and support to duplicate the problem, to verify that the problem is with the Software, and to confirm that the problem has been corrected. Provided OEM notifies Licensor in writing with a specific description of the Software's nonconformance within the warranty period and Licensor validates the existence of such nonconformance, Licensor 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 OEM's sole and exclusive remedy under this warranty.

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

13.3 OEM represents and warrants that within industry standards it has and will maintain sufficient facilities and adequate capital, resources, and personnel to market and support the Software and to perform its obligations under this Agreement. Further, OEM represents and warrants that it will comply with all legal requirements applicable in the Territory and that it knows the essential functional characteristics of the Software and bears the risk that the Software does not meet OEM's or any End User's wishes and requirements.

13.4 OEM shall not make any representations or warranties as to the performance of the Software, Support or other services on behalf of Licensor or otherwise make commitments on behalf of Licensor.

14. LIMITATION OF LIABILITY

14.1 Notwithstanding anything to the contrary herein, OEM's sole and exclusive remedy for damages or loss in any way connected with the Software, or services furnished by Licensor or their licensors, whether due to negligence or breach of any duty, shall be, at Licensor's option: (i) replacement of the Software, or re-performance of services, or (ii) return or credit of an appropriate portion of any payment made or to be made by OEM with respect to the applicable portion of the Software or services. The foregoing limitation of remedies does not apply to personal injury or death caused solely by the gross negligence or willful misconduct of Licensor.

14.2 Neither Licensor nor its licensors will be responsible under this Agreement for: (i) the modification, enhancement or other improvement of the Software to fit the particular requirements of OEM or End Users, or (ii) the correction of any program errors as a result of misuse of the Software by OEM or by any End Users. Under no condition will Licensor or its licensors be responsible under this Agreement for preparation or conversion of data into the form required for use with the Software.

14.3 UNDER NO CIRCUMSTANCES SHALL LICENSOR OR ITS LICENSORS BE LIABLE TO OEM, ANY END USER, OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE TOTAL AMOUNT PAID BY OEM TO LICENSOR FOR THE SOFTWARE, THIRD PARTY PRODUCTS OR SERVICES DIRECTLY CAUSING THE LIABILITY DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM, AND UNDER NO CIRCUMSTANCES IN THE AGGREGATE FOR ALL CLAIMS TO EXCEED AN AMOUNT PAID TO LICENSOR DURING TERM OF THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL LICENSOR OR ITS LICENSORS BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOODWILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

14.4 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.

14.5 OEM ACKNOWLEDGES THAT NONE OF LICENSOR OR ITS LICENSORS ARE ENGAGED IN THE BUSINESS OF RENDERING LEGAL, TAX, OR OTHER PROFESSIONAL SERVICES AND THAT THE INFORMATION PROVIDED BY LICENSOR RELATIVE TO THIS AGREEMENT OR IN RESPONSE TO OEM INQUIRIES ARE NOT INTENDED TO PROVIDE LEGAL, TAX OR OTHER EXPERT ADVICE TO OEM, OR BE A SUBSTITUTE FOR A LAWYER, ACCOUNTANT, OR OTHER PROFESSIONAL. IF OEM NEEDS LEGAL OR TAX ADVICE OR OTHER EXPERT ASSISTANCE, THE SERVICES OF A COMPETENT LAWYER, ACCOUNTANT, OR OTHER PROFESSIONAL LICENSED TO PRACTICE IN THE APPLICABLE JURISDICTION SHOULD BE SOUGHT.

14.6 The foregoing limitation of liability on direct damages only does not apply to personal injury or death caused by the gross negligence or willful misconduct of Licensor, or tangible property damage (excluding data) up to the amount by which such damage is paid by Licensor's liability insurance.

14.7 Claims. Neither party will bring a legal action under this Agreement more than two more than two years after the cause of action arose.

15. GOVERNING LAW

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. The parties hereby submit to the exclusive jurisdiction and venue of the state and federal courts of the Commonwealth of Pennsylvania for all disputes arising from or in connection with this Agreement.

16. SEVERABILITY; INJUNCTIVE RELIEF

16.1 The terms of this Agreement are severable. If any term hereof is held invalid, illegal, or unenforceable for any reason whatsoever, such term shall be enforced to the fullest extent permitted by applicable law, and the validity, legality, and enforceability of the remaining terms shall not in any way be affected or impaired thereby.

16.2 Both parties acknowledge that remedies at law may be inadequate to provide Licensor or OEM with full compensation in the event of OEM's material breach of Sections 7.2 or 7.5 with respect to Licensor's Confidential Information and its Trademarks or Licensor's material breach of Section 7.5 with respect to OEM's Confidential Information, and that the non-breaching party shall therefore be entitled to seek injunctive relief in the event of any such material breach, without posting a bond.

EXHIBIT D
OEM QUALIFICATION REQUIREMENTS

OEM Product:
OEM warrants that OEM Products are at all times of good quality and meet applicable industry standards. OEM shall be responsible towards its End Users for the compatibility of Software and OEM Products.

REQUIRED QUALIFICATION:

- OEM shall maintain at all times a minimum number of 2 support personnel with the qualifications described under "recommended trainings" for each Software licensed under this Agreement.
- Qualification must begin within 120 days of the Effective Date of this Agreement.
- OEM must take and pass all required web assessment exams for the applicable Software on the OEM Partner Portal: http://partner.sap.com.
- Any training/qualification is at the OEM's expense.

RECOMMENDED TRAININGS:

- All relevant trainings can be found on the OEM Partner Portal : http://service.sap.com/~form/sapnet?_SHORTKEY=01100035870000727506&_SCENARIO=01100035870000000192&_ADDINC=&

NOTES:

- Level 1 Core Qualification: Courses and exams are found on the OEM Partner Portal > Education > Select Role > Select Level 1.
- Core training on products not listed above can be found at Licensor Education: www.sap.com\education
- Versions: Training is typically available for current and prior versions. Qualifications are only available for the latest product version, which may or may not be the product version detailed in this Agreement.

EXHIBIT E
MARKETING ACTIVITIES

Upon Licensor's request, OEM agrees to reasonably cooperate with Licensor in the activities listed below. Whether to pursue such activities is within Licensor' discretion, and Licensor is not obligated to pursue any of the activities listed below.

1. **Press Release.** Within sixty (60) days after effective date and upon Licensor's request, OEM agrees to review the content of one press release ("Press Release"), to be distributed by the OEM in North America or other global region via PR Newswire or other agreed upon PR distribution wire and possibly worldwide by some regional offices of Licensor. The Press Release will be posted on the Licensor website. Licensor agrees that OEM shall have final editorial control of the content of this Press Release.

2. **Partner and Analyst Reference.** OEM agrees that for the duration of the agreement that it shall designate one or two individuals familiar with the Software Products who may be contacted once per quarter for a discussion of not more than one hour in duration by industry analysts, media or other companies considering entering into an OEM relationship with Licensor. Companies that participate and provide a reference activity will be entered in the OEM Partner Reference Program if it exists within their region and will be able to earn Customer Appreciation Points.

3. **Case Study.** Within one (1) year of effective date and upon Licensor's request, OEM agrees to designate one individual to work with a Licensor writer to create an approximate 1200 word case study ("Study") documenting OEM's implementation of the Software Products and the support received from Licensor personnel. The Study will include the OEM's company logo. Licensor will agree to OEM's corporate logo guidelines. The Study will be available in PDF format or potentially video avi format on the Licensor website. Licensor agrees that OEM shall have final editorial control of the content of this Study. Companies that participate and provide a reference activity will be entered in the OEM Partner Reference Program if it exists within their region and will be able to earn Customer Appreciation Points.

EXHIBIT F
Data Protection Exhibit

It is not the intention under this Agreement for Licensor to process personal data of OEM or End Users. Rather, processing of OEM or End User personal data will take place only in exceptional circumstances as an incidental effect of Licensor's performing its contractual duties. To the extent Licensor does process personal data of OEM or End User and such processing constitutes commissioned data processing by Licensor under EU Directive 95/46/EC (hereinafter referred to as the "Data Protection Directive") and/or applicable national data protection laws of the EU/EEA Member States, Exhibit F shall apply.

Commissioned Processing of Personal Data

This Exhibit stipulates the rights and obligations of OEM and Licensor in connection with personal data processed by Licensor on behalf of OEM under the Agreement. This exhibit shall be an integral part of the Agreement.

1. Obligations of OEM

1.1 As between Licensor and OEM, OEM shall be solely responsible for the permissibility of the processing of personal data as well as for safeguarding the rights of the data subjects. OEM shall enter into appropriate data protection agreements with End Users that procure that OEM is authorized to engage Licensor as a sub-processor of personal data controlled by End User, in accordance with the terms of this Exhibit F.

1.2 OEM shall give commissions related to the processing of personal data and parts thereof to Licensor in writing, by facsimile or via e-mail or implied by making use of the Software and/ or providing ASP or OnDemand Services.

1.3 OEM shall make available the personal data for processing to Licensor and the results of the processing shall be transferred back by Licensor to OEM by using a defined transfer procedure or in accordance with the functionality implemented in the Licensor Software.

1.4 OEM shall inform Licensor without delay, if OEM detects errors or irregularities when examining the results of the processing of personal data.

2. Obligations of LICENSOR

2.1 Licensor shall process the personal data and other operating data of OEM exclusively in accordance with OEM's instructions and/or End User's instructions relayed to Licensor by OEM which may include (without limitation) the correction, erasure and/or the blocking of such data. The personal data shall not be used by Licensor for any other purpose. Licensor shall not preserve such personal data longer than instructed by OEM. The statutory preservation periods remain unaffected.

2.2 For processing personal data, Licensor 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 Licensor shall implement all technical and organisational measures to comply with the requirements pursuant to sec 9 German Federal Data Protection Act. In particular, Licensor shall take and regularly check the following protection measures:

- *Physical access control*: Licensor shall install an access control system.
- *Access control*: Licensor shall control and log access to data processing systems.
- *Access limitation control*: Licensor shall define, implement and monitor a concept for user rights, rules for passwords and login procedures.
- *Transmission control*: Licensor 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*: Licensor shall implement a detailed logging system for input, modification and deletion of personal data.
- *Job control*: Licensor shall define in writing and establish control mechanisms to ensure that data are processed strictly in accordance with the instructions of the Provider.
- *Availability control*. Licensor 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*: Licensor shall ensure by technical means and defined organisational procedures that personal data collected for different purposes (e.g. different Providers) can be processed separately. Technical means can be separated computer systems or demonstrably logical separation. Access by one OEM to the data of any other OEM must be prevented.

2.4 If the security measures implemented by Licensor do not meet the legal requirements, Licensor shall notify OEM without delay.

2.5 Licensor shall notify OEM, if Licensor considers an instruction given by OEM to be in violation of data protection regulations. Licensor shall not be obliged to perform a comprehensive legal examination.

2.6 Licensor shall inform OEM immediately in case of serious disruptions of the operating process, suspected data protection violations or other irregularities in connection with the processing of OEM's Data.

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

2.8 Upon expiry or termination of the OEM Agreement, Licensor shall in accordance with the terms of the OEM Agreement and OEM's instructions, either (i) return to OEM or all personal data controlled by OEM and all of OEM's media under Licensor'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 OEM in writing.

3. Subcontractors

3.1 Licensor is authorized to engage subcontractors for the processing of personal data in such manner that they shall act as sub-commissioned processors of personal data (*Unter-Auftragsdatenverarbeiter*) for OEM. Licensor shall pass on to -commissioned processors of personal data all Licensor's obligations as commissioned data processor vis-à-vis OEM and obligate sub-commissioned processors of personal data to obey all relevant data protection rules.

3.2 Licensor may engage sub-contractors that may provide support, including access to personal data, in connection with performing its contractual obligations under the Agreement and which are not to be regarded as sub-commissioned processors of personal data. Such support may be provided by sub-contractors engaged by Licensor. In such cases Licensor shall be obliged to provide in the sub-contracting agreement with such support provider for appropriate contractual provisions in accordance with applicable data protection laws and to take the appropriate control measures, in order to ensure the protection and security of the personal data processed hereunder.

4. Monitoring Rights of OEM

4.1 OEM shall have all necessary right to verify in accordance with sec 11 para 2 sentence 4 German Federal Data Protection Act that Licensor processes the personal data duly. These monitoring rights shall be carried out in coordination with Licensor. After notifying Licensor the monitoring can be carried out, in particular, during Licensor's usual business hours on Licensor's premises where the personal data processing is performed. To the extent that any personal data controlled by End User is processed by Licensor, the End User shall have the same monitoring rights as OEM under this Exhibit F.

4.2 Licensor shall ensure that OEM has the monitoring rights set forth in section 4.1 also vis-à-vis sub-commissioned processors of personal data (Unter-Auftragsdatenverarbeiter) retained by Licensor.

4.3 Licensor shall reasonably support OEM throughout these verification processes and provide OEM with the required information.

4.4 Licensor shall contractually safeguard OEM's powers of disposal and monitoring rights under this agreement vis-à-vis Licensor's subcontractors who may come into contact with the Data. Where applicable data protection law requires the OEM to enter into a direct contractual relationship with Licensor's subcontractors, OEM hereby authorizes and empowers Licensor to enter into the necessary agreements with Licensor's subcontractors on OEM's behalf.

4.5 Services rendered by Licensor in connection with OEM's monitoring rights shall be at OEM's expense.

5. Special Confidentiality Obligation; Obligation to Observe Data Secrecy

5.1 Licensor undertakes to treat the personal data, which have become known to Licensor, confidential and to use such data exclusively for the commissioned data processing.

5.2 Any data media provided and any copies or reproductions made thereof shall remain property of OEM. Licensor shall store these with due care, ensuring that they are not accessible to third parties. Licensor may not make copies or reproductions thereof without OEM's consent, unless this is necessary to achieve the purposes pursued with the commissioned data processing. On OEM's request, Licensor must immediately return to OEM all data media of OEM under Licensor'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 OEM in writing.

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

6. **Applicable Law**

For each instance where personal data are processed under this Exhibit F, the provisions of this data protection exhibit shall be governed by the law of the EU / EEA Member State in which the respective controller of the personal data (OEM and/or End User) is established.