END USER LICENSE AGREEMENT (BETWEEN SAP AND INDIRECT END USER) ("EULA")

1. DEFINITIONS.

1.1 "Acceptance Form" means the Acceptance Form for End User License Agreement (between SAP and End User) as may be applicable to this EULA upon SAP or Partner directions.

1.2 "Add-on" means any development that adds new and independent functionality, (including any new functional components for business processes not provided by the Software), and connects to and/or communicates through published SAP application program interfaces or user exits.

1.3 "Agreement" means the Software Order Form or the Acceptance Form as the case may be, this EULA and the Software Usage Rights Schedule.

1.4 "API" means SAP's application programming interfaces, as well as other SAP code that allow other software products to communicate with or call on SAP Software (for example, SAP Enterprise Services, BAPIs, Idocs, RFCs and ABAP or other user exits) provided under this Agreement.

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

1.6 "Business Partner" means a legal entity that requires access to the Software in connection with Licensee's internal business operations, such as customers, distributors and/or suppliers of Licensee.

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

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1.11 "Licensee" means the End User.

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1.13 "Partner" means the company that resells the Software licenses to the End User under a valid SAP reselling partner Contract.

1.14 "SAP" means SAP Nederland B.V.

1.15 "SAP Materials" means any software, programs, tools, systems, data or other materials made available by SAP to Licensee prior to the formation of and in the course of the performance under this Agreement including, but not limited to, the Software and Documentation.

1.16 "Software" means (i) any and all software products licensed to Licensee under this Agreement as specified in the Software Order Form or the Acceptance Form, all as developed by or for SAP, SAP AG, Business Objects Software Limited and/or any of their affiliated companies and delivered to Licensee hereunder; (ii) any new releases thereof made available through unrestricted shipment pursuant to the respective support agreement and (iii) any complete or partial copies of any of the foregoing.

1.17 "Software Order Form" means, if and as applicable according to SAP or Partner direction, the order form for the Software, including information on Software, SAP Support, fees, and other information necessary for the delivery of such items to Licensee that may be provided by the Partner.

1.18 "Software Usage Rights Schedule" means the Software Use Rights Schedule current at the time of execution of the Software Order Form or the Acceptance Form which can be found at: www.sap.com/company/legal and which shall be send to End User at End User's first request.

1.19 "Territory" means the territory stated in the Software Order Form or the Acceptance Form or if not such document exists, the Territory where Partner is authorized to resell.

1.20 "Third Party Software" means (i) any and all software products and content licensed to Licensee under this Agreement as specified in the Software Order Form or the Acceptance Form, all as developed by companies other than SAP, SAP AG, Business Objects Software Limited and/or any of their affiliated companies and delivered to Licensee hereunder; (ii) any new releases thereof made available through unrestricted shipment pursuant to an SAP support service; and (iii) any complete or partial copies of any of the foregoing.

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2.2 Affiliate Use. Affiliates' Use of the Software, Documentation and other SAP Materials to run their internal business operations as permitted under Section 2.1.1 is subject to the following: (i) the Affiliate agrees to be bound by the terms set out herein; and (ii) a breach of this Agreement by Affiliate shall be considered a breach by Licensee hereunder. If Licensee has an affiliate or subsidiary with a separate agreement for SAP software licenses and/or support services with SAP AG, any SAP AG affiliate (including SAP) or any other distributor of SAP software, the Software shall not be Used to run such affiliate's or subsidiary's business operations and such affiliate or subsidiary shall not receive any support services under this Agreement even if such separate agreement has expired or is terminated, unless otherwise agreed to in writing by the parties.

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3. VERIFICATION. SAP shall be permitted to audit (at least once annually and in accordance with SAP standard procedures, which may include on-site and/or remote audit) the usage of the SAP Materials. Licensee shall cooperate reasonably in the conduct of such audits. In the event an audit reveals that (i) Licensee underpaid license fees and/or SAP Support fees to SAP and/or (ii) that Licensee has Used the Software in excess of the license quantities or levels stated in the Software Order Form or the Acceptance Form, Licensee shall pay such underpaid fees and/or for such excess usage based on SAP List of Prices and Conditions Software and Support governing use in effect at the time of the audit, and shall execute an additional Software Order Form or an Acceptance Form in accordance with the terms of this Agreement to affect the required licensing of any additional quantities or levels. Reasonable costs of SAP's audit shall be paid by Licensee if the audit results indicate usage in excess of the licensed quantities or levels. SAP reserves all rights at law and equity with respect to both Licensee's underpayment of License fees or SAP Support fees and usage in excess of the license quantities or levels. SAP may delegate to Partner or request Partner to perform any of the rights listed under this Section.

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5.1. Term. This Agreement and the license granted hereunder shall become effective unless otherwise provided on the Acceptance Form's effective date and shall continue in effect thereafter unless terminated upon the earliest to occur of the following: (i) thirty days after Licensee gives SAP written notice of Licensee's direction to terminate this Agreement, for any reason, but only after payment to the Partner of all License fees then due and owing; (ii) thirty days after SAP gives Licensee notice of Licensee's material breach of any provision of the Agreement (other than Licensee's breach of its obligations under Sections 6, 10 or 11, which breach shall result in immediate termination), including more than thirty days delinquency in Licensee's payment of any monies owed to Partner, unless Licensee has cured such breach during such thirty day period; (iii) immediately if Licensee files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors. For the avoidance of any doubt, termination of the Agreement shall strictly apply to all licenses under the Agreement, its appendices, schedules, addenda and order documents and any partial termination of the Agreement by Licensee shall not be permitted in respect of any part of the Agreement, its appendices, schedules, addenda, order documents.

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8.2 The provisions of this section 8 state the sole, exclusive and entire liability of SAP and its licensors to Licensee, and is Licensee's sole remedy, with respect to the infringement or misappropriation of third-party intellectual property rights.

9. LIMITATIONS OF LIABILITY.

9.1 No Limitation. Nothing in this Agreement shall exclude or in any way limit each Party's liability for: (i) personal injury or death to the extent it results from the negligence of the other Party, its personnel or sub-contractors; and (ii) damages resulting from wilful misconduct, fraud and gross negligence (bewuste roekeloosheid).

9.2 Not liable. SAP and its licensors will not be liable for any claims or damages arising out of or in connection with this Agreement (i) if such damages result from use of the Software is not in accordance with the Documentation; or (ii) if the defect or damages are caused by Licensee, a Modification or Add-on (other than a Modification or Add-on made by SAP which is provided through SAP Support or under warranty), or third-party software. SAP and its licensors shall not be liable for any claims or damages arising from inherently dangerous use of the Software and/or Third Party Software licensed hereunder.

9.3 Exclusion of Damages; Limitation of Liability. Anything to the contrary herein notwithstanding, is SAP's total liability under this Agreement limited to an amount equal to the lower of the following two amounts: € 250.000 or an amount equal to the paid license fees by End User to Partner for the software directly causing the damages. Under no circumstances shall SAP or its licensors be liable for other damages than direct damages. Any further liability of SAP or its licensors is excluded, irrespective of the cause of action, whether in contract, tort or otherwise and regardless of whether Licensee was advised of the possibility of such damages. In no event is SAP or its licensors liable in any amount for special, incidental, consequential or indirect damages, costs or expenses, loss of good will or business profits, work stoppage, data loss, computer failure or malfunction or exemplary or punitive damages arising out of or in connection with this Agreement.

10. CONFIDENTIALITY.

10.1. Use of Confidential Information. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the other shall remain the property of the disclosing party and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the other, each party: (a) shall take all Reasonable Steps (defined below) to keep all Confidential Information strictly confidential; and (b) shall not disclose any Confidential Information of the other to any person other than its bona fide individuals whose access is necessary to enable it to exercise its rights hereunder. As used herein "Reasonable Steps" means those steps the receiving party takes to protect its own similar proprietary and confidential information, which shall

not be less than a reasonable standard of care. Confidential Information of either party disclosed prior to execution of this Agreement shall be subject to the protections afforded hereunder.

10.2 Exceptions. The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (b) has become generally available to the public without breach of this Agreement by the receiving party; (c) at the time of disclosure, was known to the receiving party free of restriction; or (d) the disclosing party agrees in writing is free of such restrictions.

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

11. ASSIGNMENT. Licensee may not, without SAP's prior written consent, assign, delegate, pledge, or otherwise transfer this Agreement, or any of its rights or obligations under this Agreement, or the SAP Materials or SAP Confidential Information, to any party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation. SAP may assign this Agreement to any of its affiliates.

12. PERSONAL DATA.

12.1 Each party will carry out its obligations under the Agreement in accordance with the Dutch Data Protection Act 1998 (Wet Bescherming Persoonsgegevens) and any other legislation applicable to personal data in The Netherlands To the extent that SAP exports or processes Licensee's personal data outside the European Economic Area (EEA), it will ensure any such processing or export shall be on terms equivalent to those herein and SAP shall enforce such terms against the relevant subcontractors.

13. GENERAL PROVISIONS.

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

13.2 No Waiver. If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

13.3 Regulatory Matters. The Software, Documentation and SAP Materials are subject to the export control laws of various countries, including without limit the laws of the United States and Germany. Licensee agrees that it will not submit the Software, Documentation or other SAP Materials to any government agency for licensing consideration or other regulatory approval without the prior written consent of SAP, and will not export the Software, Documentation and SAP Materials to countries, persons or entities prohibited by such laws. Licensee shall also be responsible for complying with all applicable governmental regulations of the country where Licensee is registered, and any foreign countries with respect to the use of the Software, Documentation or other SAP Materials by Licensee and/or its Affiliates.

13.4 Governing Law; Limitations Period. This Agreement and any claims arising out of or relating to this Agreement and its subject matter shall be governed by and construed under the laws of The Netherlands, without reference to its conflicts of law principles. In the event of any conflicts between foreign law, rules, and regulations, and Dutch law, rules, and regulations, Dutch 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. Exclusive place of jurisdiction for any disputes arising from or in connection with this Agreement shall be the competent court in 's-Hertogenbosch, The Netherlands. Licensee must initiate a cause of action for any claim(s) arising out of or relating to this Agreement and its subject matter within one (1) year from the date when Licensee knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

13.5 Notices. All notices or reports which are required or may be given pursuant to this Agreement shall be in writing and shall be deemed duly given when delivered to the respective executive offices of SAP and Licensee at the addresses first set forth in any Acceptance Form. Where in this section 13.5 or elsewhere in this Agreement written form is required, that requirement can be met by facsimile transmission, exchange of letters or other written form.

13.6 Force Majeure. Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

13.7 Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between SAP and Licensee, and all previous representations, discussions, and writings are merged in, and superseded by this Agreement and the parties disclaim any reliance on any such representations, discussions and writings. This Agreement may be modified only by a writing signed by both parties. This Agreement shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by Licensee to SAP. This Agreement shall prevail over any additional, conflicting or inconsistent terms and conditions which may appear in any clickwrap end user agreement included in the Software. Signatures sent by electronic means (facsimile or scanned and sent via e-mail) shall be deemed original signatures.

13.8 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 Acceptance Form; (ii) the Schedules; (iii) the EULA; (iv) the SAP Software Use Rights document; and (v) the Software Order Form.