SAP SERVICES GENERAL TERMS AND CONDITIONS

These SAP Services General Terms and Conditions ("GTCs") are effective as of the Effective Date of the relevant Order Form and are entered into by and between SAP and Customer.

RECITALS

WHEREAS, Customer (or Customer's parent company) licensed from SAP (or an SAP SE Affiliate, or an authorised reseller of SAP), the right to use SAP Software or a SAP Cloud Service. Customer under an Agreement for Services may be an authorised Affiliate or subsidiary that has a right to use the SAP Software or SAP Cloud Services. Some versions of SAP agreements use the term "Customer" in place of "Licensee". For purposes of these GTCs, references to "Customer" shall mean "Licensee" and vice versa.

WHEREAS, SAP provides certain Services which Customer desires to obtain as set forth in an Order Form referencing and incorporating these GTCs (each an "Order Form").
NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS

1.1. "**Affiliate**" means any legal entity in which SAP SE or Customer, directly or indirectly, holds more than 50% of the entity's share or voting rights. Any legal entity will be considered an Affiliate for only such time as that interest is maintained.

1.2. "**Agreement**" means the agreement as defined in the applicable Order Form.

1.3. "**Authorized User**" means any individual to whom Customer grants access authorization to use the Cloud Service or SAP Software under the License Agreement.

1.4. "**Change Request**" means a change request made in accordance with Section 4 below and in the form made available by SAP from time to time or included in the Order Form.

1.5. "**Cloud Service**" means any distinct, subscription-based, hosted, supported and on-demand solution provided by SAP, an SAP Affiliate or an authorized reseller of SAP under an Order Form for Cloud Services.

1.6. "**Confidential Information**" means all information which the disclosing party protects against unrestricted disclosure to others that (i) the disclosing party or its Representatives designates as confidential, internal and / or proprietary at the time of disclosure; or (ii) should reasonably be understood to be confidential at the time of disclosure given the nature of the information and the circumstances surrounding its disclosure.

1.7. "**Consultants**" means employees and third party contractors which SAP utilizes to provide Services to Customer.

1.8. "**Customer Data**" means any content, materials, data and information that Customer or its Authorized Users enter into the production system of a Cloud Service or that Customer derives from its use and stores in the Cloud Service (e.g. Customer-specific reports). Customer Data does not include any component of the Cloud Services, Services, or SAP Materials. Customer Data and its derivatives will not include SAP's Confidential Information.

1.9. "**Deliverables**" means those specific Work Products which are explicitly identified as a "Deliverable" under the applicable Order Form.

1.10. "**Export Laws**" means all applicable import, export control and sanctions, including but without limitation, the laws of the United States, the EU, and Germany.

1.11. "**Feedback**" means input, comments or suggestions from or on behalf of the Customer or any of its Affiliates to SAP, SAP SE or any other SAP Affiliate, or any reseller or representative thereof regarding SAP's business and technology direction or the possible creation, modification, correction, improvement or enhancement of the Cloud Services, SAP Software or Services (as applicable) purchased by the Customer.

1.12. "**Intellectual Property Rights**" means patents of any type, design rights, utility models or other similar invention rights, copyrights and related rights, trade secret, know-how or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, whether registered or unregistered, including applications (or rights to apply) and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.

1.13. "**License Agreement**" means the agreement between SAP (or an SAP SE Affiliate, or an authorized reseller) under which Customer procured the rights to use SAP Software or a Cloud Service.

1.14. "**Material Defect**" means the Deliverable fails to substantially comply with the applicable and corresponding acceptance criteria for that Deliverable set forth in the Order Form.

1.15. "**Order Form**" means the applicable ordering document for Services that references these GTCs.

1.16. "**Representatives**" means a party's Affiliates, employees, contractors, sub-contractors, legal representatives, accountants or other professional advisors.

1.17. "**SAP Materials**" means any materials (including statistical reports) provided, developed or made available by SAP (independently or with Customer's cooperation) in the course of performance under the Agreement. This includes but is not limited to Deliverables and the delivery of any Services to the Customer. SAP Materials do not include the Customer Data or Customer Confidential Information.

1.18. "**SAP SE**" means SAP SE, a parent company of SAP.

1.19. "**SAP Software**" means

i.   software products licensed and delivered to Customer as specified in software order forms between SAP (or an SAP SE Affiliate or an authorized reseller) and Customer;

ii. any new releases, updates or versions thereof made available under a License Agreement for SAP Software and Support; and

iii. any complete or partial copies of any of the foregoing.

1.20. "**Scope Document**" means the document (if any) that is provided with and becomes part of the Order Form and which defines sometimes in conjunction with a Service Description (as applicable) the Services to be provided.

1.21. "**Services**" mean those service(s) as further defined by the specific Service Descriptions and/or Scope Documents under an Order Form that references these GTCs.

1.22. "**Service Description**" means pre-defined descriptions of services found at http://www.sap.com/servicedescriptions current as of the effective date of the Order Form which in conjunction with a Scope Document (if any) defines the Services to be provided and becomes part of the Order Form.

1.23. "**Taxes**" means all transactional taxes, levies and similar charges (and any related interest and penalties) such as federal, state or local sales tax, value added tax, goods and services tax, use tax, property tax, excise tax, service tax or similar taxes.

1.24. "**Work Product**" means any work product or tangible results produced by or with SAP, including works created for or in cooperation with Customer.

2. PROVISION OF SERVICES

2.1. Performance

2.1.1. SAP will provide the Services in accordance with the Order Form and these GTCs.

2.1.2. If any Service, in whole or in part, cannot be provided by SAP due to a Customer issue and Customer fails to provide SAP with reasonable advance notice, the time spent by the Consultants on such Service will be charged to Customer.

2.2.   Time not of Essence

All dates with respect to performance of the Services are estimated and time shall not be deemed of the essence.

2.3.   Acceptance

2.3.1.   If the applicable Order Form expressly states that the Deliverables are subject to acceptance and does not otherwise specify an acceptance procedure, the following acceptance procedure applies:

   a)   Upon delivery by SAP of a completed Deliverable, Customer shall have 10 calendar days to accept or reject the Deliverable due to a Material Defect based on the acceptance criteria set forth in the Order Form for that Deliverable ("**Acceptance Period**").

   b)   If the relevant Deliverable passes the acceptance criteria set forth in the Order Form, Customer shall accept the Deliverable. Acceptance will not be unreasonably withheld by Customer. If Customer notifies SAP that it has rejected the Deliverable due to a Material Defect, Customer shall provide written notice, within such 10-day period, specifying the basis of the Material Defect.

   c)   SAP shall have a reasonable period to cure and redeliver the Deliverable for an additional Acceptance Period. If Customer fails to reject any Deliverable within the Acceptance Period, in a written document specifying the Material Defect, Customer shall be deemed to have accepted such Deliverable as of the 10th day of the Acceptance Period.

   d)   Upon acceptance of a Deliverable, all Services associated with such Deliverable shall be deemed accepted and SAP shall have no further obligation with respect to an accepted Deliverable. Customer shall not make productive use of a Deliverable, unless it has been accepted by Customer (either expressly or by passage of time).

   e)   If the applicable Order Form does not expressly specify acceptance criteria for a Deliverable, such Deliverable will be deemed accepted upon delivery.

3.   **CUSTOMER RESPONSIBILITIES**

3.1.   Access, System Security and Data Safeguards

3.1.1.   Customer will make the necessary arrangements to allow SAP to perform the Services, including the availability of consistent, stable and fast remote connectivity and the necessary authorizations for remote access to Customer's systems.

3.1.2.   If the Services are performed at Customer's site, Customer agrees to provide necessary access to its site including appropriate access to Customer premises, computer systems and other facilities.

3.1.3.   When SAP is given access to Customer's systems and data, SAP shall comply with Customer's reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access, that the Customer has notified to SAP with reasonable prior written notice of. In connection with such access, Customer shall be responsible for providing Consultants with user authorizations and passwords to access its systems and revoking such authorizations and terminating such access, as Customer deems appropriate from time to time. Customer shall not grant SAP access to Customer systems or personal information (of Customer or any third party) unless such access is essential for the performance of Services under the Agreement. Customer shall not store any personal data in non- production environments. No breach of this provision shall be deemed to have occurred in the event of SAP's non-conformance with the aforementioned safeguard but where no personal information has been compromised.

3.2.   Customer Cooperation

3.2.1.   Customer shall provide and make available all Customer personnel as may be further addressed in an applicable Order Form or that SAP reasonably requires in connection with performance of the Services .

3.2.2.   Customer shall appoint a contact person with the authority to make decisions and to supply

SAP with any necessary or relevant information expeditiously.

3.3. Use Rights Prerequisites

3.3.1. Customer shall ensure to have all necessary use rights for the SAP Software or Cloud Service as well as any relevant third party license or use rights required to perform the Services.

4. CHANGE REQUEST PROCEDURES

4.1. Change Requests

4.1.1. Either party can request changes to the Service.

4.1.2. SAP is not required to perform under a Change Request prior to the execution by the parties of the applicable Change Request.

5. SATISFACTION WITH PERSONNEL

If at any time Customer or SAP is dissatisfied with the material performance of a Consultant or a Customer employee or contractor that is involved in SAP's performance of the Services, the dissatisfied party shall promptly report such dissatisfaction to the other party in writing and may request a replacement. The other party will use its reasonable discretion in accomplishing any such change (which also, in the case of SAP, shall be subject to staffing availability).

6. FEES AND TAXES

6.1. Fees and Payment

Customer shall pay fees as stated in the Order Form. If Customer does not pay any fees (and Taxes) in accordance with the terms of the Agreement then, in addition to any other available remedies, SAP may suspend the provision of Services until payment is made. SAP shall provide Customer with prior written notice before any such suspension. Any fees (and Taxes) not paid when due shall accrue interest at the maximum legal rate. Purchase orders are for administrative convenience only. SAP may issue an invoice and collect payment without a corresponding purchase order.

6.2. Taxes

All fees and other charges described in the Agreement are subject to applicable Taxes, which will be charged for and payable in addition to fees under the Agreement.

7. TERM AND TERMINATION

7.1. Term of the Agreement

The Agreement becomes effective as of the Effective Date specified in the Order Form and shall remain in effect until the end of the term as specified in the Order Form or on completion of the Services in accordance with the Agreement, unless otherwise terminated earlier by either party in accordance with these GTCs.

7.2. Termination of Agreement

7.2.1. Either party may terminate the Agreement:

a) for cause upon 30 days' prior written notice of the other party's material breach of any provision of the Agreement (including Customer's failure to pay any money due within 30 days of the payment due date) unless the breaching party has cured such breach during the 30 day period;

b) immediately if the other party files for bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors, or otherwise materially breaches Section 9 of these GTCs.

7.2.2. SAP may terminate the Agreement immediately if Customer breaches Sections 8, 15.4 or 15.6 of the GTCs.

7.2.3. Either party may terminate the Agreement (excluding agreements for fixed-price Services, Premium Engagement Services and subscriptions or monthly reoccurring Services), upon 30-days prior written notice to the other party, unless otherwise agreed in a Services Order Form.

7.3. Effect of termination

7.3.1. Customer shall be liable for payment of all costs, fees and expenses up to the effective date of termination for:

a) any completed, partially completed or scheduled Services from any phase or milestone;

b) any reasonable committed costs or expenses; and

c) any non-refundable travel costs including visa costs and related expenses.

7.3.2. The termination of any particular Service in accordance with this Section 7 shall not cause or result in termination of any other Services ordered under the same Order Form, nor shall termination of an Order Form or any particular Service under it result in termination of any separate Services Order Form between the parties.

7.4. Survival

Sections 1, 6, 7, 8, 9, 11, 13, 14 and 15 of these GTCs survive the expiry or termination of the Agreement.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. SAP Ownership

8.1.1. Except for any rights expressly granted to Customer under the Agreement, SAP, SAP SE, their Affiliates or licensors own all Intellectual Property Rights in and any derivative works of:

a) SAP Materials;

b) any Services, Deliverables and Work Products (including any techniques, knowledge or processes of the Services or Deliverables) whether or not developed for the Customer.

8.1.2. Customer shall execute such documentation and take such other steps as is reasonably necessary to secure SAP's or SAP SE's title over such rights.

8.2. Except for any rights expressly granted to Customer under the Agreement Customer shall not remove SAP's copyright and authorship notices.

8.3. Any Services, Deliverables and Work Products provided by SAP to Customer prior to the execution of an applicable Order Form or a Change Request are the sole property and Confidential Information of SAP and shall be governed by the terms of the Agreement. If no Order Form is completed, all Services, Work Products and Deliverables must be returned or deleted and must not be used.

8.4. Provided all amounts due under an Order Form are paid in full in accordance with the terms of the Agreement, Customer will be granted a non-exclusive, non-transferable license to use any Deliverables and Work Products provided to it by SAP under a relevant Order Form under the Agreement in order to run Customer's and its Affiliates' internal business operations. This license will be granted to the same extent and term as the License Agreement. The foregoing will be subject to Customer's compliance with the terms of the License Agreement and this Agreement.

8.5. Customer may allow its third party service providers to access the Deliverables, Work Product and Services of SAP solely for purposes of supporting the Customer or its Affiliates and provided that such third party service provider is obligated under substantially similar written terms to protect SAP Confidential Information. Customer shall be responsible for breaches of the Agreement caused by its third party service providers. Customer must immediately notify SAP in writing if any third party gains unauthorized access to SAP proprietary materials or Confidential Information. Customer shall take all reasonable steps to stop such unauthorized access.

9. CONFIDENTIALITY

9.1. Use of Confidential Information

9.1.1. The receiving party shall:

a) maintain all Confidential Information of the disclosing party in strict confidence, taking steps to protect the disclosing party's Confidential Information substantially similar to

those steps that the receiving party takes to protect its own similar Confidential Information, which shall not be less than a reasonable standard of care;

    b) not disclose or reveal any Confidential Information of the disclosing party to any person other than its Representatives whose access is necessary to enable it to exercise its rights or perform its obligations under the Agreement and who are under obligations of confidentiality substantially similar to those in this Section 9;

    c) not use or reproduce any Confidential Information of the disclosing party for any purpose outside the scope of the Agreement; and

    d) retain any and all confidential, internal or proprietary notices or legends which appear on the original and on any reproductions.

9.1.2. Customer shall treat all information about the Agreement, its terms and conditions, the pricing or any other facts relating thereto as Confidential Information of SAP and protect the same from disclosure to third parties in accordance with Sections 9.1.1 and 9.2.

9.1.3. Confidential Information of either party disclosed prior to execution of the Agreement will be subject to this Section 9.

9.2. Compelled Disclosure

The receiving party may disclose the disclosing party's Confidential Information to the extent required by law, regulation, court order or regulatory agency; provided, that the receiving party required to make such a disclosure uses reasonable efforts to give the disclosing party reasonable prior notice of such required disclosure (to the extent legally permitted) and provides reasonable assistance in contesting the required disclosure, at the request and cost of the disclosing party. The receiving party and its Representatives shall use commercially reasonable efforts to disclose only that portion of the Confidential Information which is legally requested to be disclosed and shall request that all Confidential Information that is so disclosed is accorded confidential treatment.

9.3. Exceptions

9.3.1. The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that:

    a) is independently developed by the receiving party without use or reference to the disclosing party's Confidential Information;

    b) has become generally known or available to the public through no breach by the receiving party;

    c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions;

    d) is lawfully acquired free of restriction by the receiving party from a third party having the right to furnish such Confidential Information; or

    e) the disclosing party agrees in writing is free of confidentiality restrictions.

9.4. Destruction and Return of Confidential Information

9.4.1. Upon the disclosing party's request or the effective date of expiration or termination of the Agreement, except to the extent it is legally entitled or required to retain the Confidential Information, the receiving party shall promptly destroy or return to the disclosing party, at the disclosing party's election, all materials containing the disclosing party's Confidential Information and all copies thereof, whether reproductions, summaries, or extracts thereof or based thereon (whether in hard-copy form or on intangible media), provided however that:

    a) 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

    b) 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, that are not generally accessible, in accordance with general systems archiving or backup policies.

9.4.2. The obligation in this Section 9.4 shall not apply to Work Products provided by SAP to Customer, unless the Agreement is terminated by SAP in accordance with Section 7.2.1 or 7.2.2 above.

10. PUBLICITY

Neither party will use the name of the other party in publicity activities without the prior written consent of the other, except that Customer agrees that SAP may use Customer's name in customer listings or quarterly calls with its investors or, at times mutually agreeable to the parties, as part of SAP's marketing efforts (including reference calls and stories, press testimonials, site visits, SAPPHIRE participation). Customer agrees that SAP may share information on Customer with its Affiliates for marketing and other business purposes and that it has secured appropriate authorizations to share Customer employee contact information with SAP.

11. FEEDBACK

Customer may at its sole discretion and option provide Feedback. In such instance, SAP, SAP SE and its Affiliates may in its sole discretion retain and freely use, incorporate or otherwise exploit such Feedback without restriction, compensation or attribution to the source of the Feedback.

12. WARRANTY

12.1. Good industry practices

12.1.1. SAP warrants that:

a) its Services will be performed in a professional workman-like manner by Consultants with the skills reasonably required for the Services; and

b) for 90 days following provision of the Service, the Deliverables will materially conform with the applicable specifications for that Deliverable. For clarity, the warranty period for Deliverables (if any) resulting from any subscription based Services will in no event exceed the termination date of the subscription based Services.

12.1.2. SAP does not warrant error-free or uninterrupted operation of any Service or Deliverable or that SAP will correct all non-conformities.

12.2. Notification

Customer shall notify SAP within 90 days of provision of the Service or Deliverable in writing of the alleged warranty breach and provide SAP with a precise description of the problem and all relevant information reasonably necessary for SAP in order to rectify such warranty breach.

12.3. Remedy

Provided Customer has notified SAP in accordance with Section 12.2 of a warranty breach and SAP validates the existence of such warranty breach, SAP will, at its option:

a) re-perform the applicable Services or Deliverable; or

b) refund the fee paid or reallocate quota for the specific non-conforming Service or

Deliverable. This is Customer's sole and exclusive remedy for a warranty breach.

12.4. Exclusions

This warranty shall not apply:

a) if the Services, Work Product or any Deliverables are not used in accordance with any applicable documentation provided; or

b) if the alleged warranty breach is caused by a modification to the Deliverable, Customer or third party software.

13. THIRD PARTY CLAIMS

13.1. Claims brought against Customer

13.1.1. SAP will defend Customer against claims brought against Customer and its Affiliates by any third party alleging that Customer's and its Affiliates' use of the Deliverables infringes or

misappropriates a patent claim, copyright or trade secret right belonging to such third party. SAP will indemnify Customer against all damages finally awarded against Customer (or the amount of any settlement SAP enters into) with respect to these claims.

13.1.2. SAP's obligation under Section 13.1.1 will not apply if the alleged claim results from:

a) use of the Deliverables in conjunction with any other software, services or any product that SAP did not provide;

b) use of the Deliverable provided for no fee;

c) Customer's failure to timely notify SAP in writing of any such claim if SAP is prejudiced by Customer's failure to provide or delay in providing such notice;

d) modification of the Deliverable by Customer or by a third party on behalf of Customer;

e) anything that Customer provides to SAP including configurations, instructions or specifications in relation to Services; or

f) any use of the Services not permitted under the Agreement.

13.2. If a third party makes a claim under Section 13.1 or in SAP's reasonable opinion is likely to make such claim, SAP may, at its sole option and expense:

a) procure for Customer the right to continue using the Deliverable under the terms of the Agreement; or

b) replace or modify the Deliverable to be non-infringing without material decrease in functionality.

13.3. If these options are not reasonably available, SAP or Customer may terminate the Agreement relating to the affected Deliverable upon written notice to the other.

13.4. SAP expressly reserves the right to cease such defense of any claim(s) in the event the applicable Deliverable is no longer alleged to infringe or misappropriate the third party's rights.

13.5. Claims Brought Against SAP

13.5.1. Customer shall defend SAP and its Affiliates against claims brought against SAP by any third party arising from or related to:

a) any Customer use of the Services in violation of any applicable law or regulation; and

b) an allegation that the Customer Data, Customer's use of the Services or anything Customer has provided to SAP including access to third party software or proprietary information violates, infringes or misappropriates the rights of a third party.

13.5.2. The foregoing shall apply regardless of whether such damage is caused by the conduct of Customer and/or its Authorized Users or by the conduct of a third party using Customer's access credentials.

13.6. Third Party Claim Procedure

All third party claims under Sections 13.1 and 13.5 shall be conducted as follows:

a) The party against whom a third party claim is brought (the "**Named Party**") will timely notify the other party (the "**Defending Party**") in writing of any claim. The Named Party will reasonably cooperate in the defense and may appear (at its own expense) through counsel reasonably acceptable to the Defending Party, subject to section 13.6 b) below.

b) The Defending Party will have the right to fully control the defense.

c) Any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by the Named Party.

13.7. Exclusive Remedy

The provisions of this Section 13 state the sole, exclusive and entire liability of the Defending Party, its Affiliates and subcontractors to the Named Party, and is the Named Party's sole remedy, with respect to covered third party claims and to the infringement and misappropriation of third party intellectual property rights.

14.   LIMITATION OF LIABILITY

14.1.   No Cap on Liability
Neither party's liability is capped for damages resulting from:

a) death or bodily injury arising from either party's gross negligence or wilful misconduct;

b) breach of the obligations imposed by s.12 Sale of Goods Act 1979 or s.2 Supply of Goods and Services Act 1982; and / or

c) any failure by Customer to pay any fees due under the Agreement;

14.2.   Liability Cap for Services
Except as set forth in Section 14.1 above, and regardless of the basis of liability (whether arising out of liability under breach of contract, tort (including but not limited to negligence), misrepresentation or breach of statutory duty, breach of warranty, or claims by third parties from any breach of this Agreement), the maximum aggregate liability of Customer (and its Affiliates) and of SAP (and its Affiliates, licensors or subcontractors) arising out of or accruing under or in connection with the Agreement to the other or any other person or entity shall not exceed (i) for Services (other than Premium Engagement or subscription based Services), the fees paid for the applicable Services under the relevant Order Form, or (ii) for Premium Engagement or subscription based Services, for all events (or series of connected events) arising in any 12 month period, the annual fees paid for Premium Engagement Services or subscription based Services associated with the damages arising in that 12 month period. Any "12 month period" commences on the start date of the Premium Engagement Services or subscription based Services or any of its yearly anniversaries.

14.3.   Exclusions   to

Damages In no case

will:

a) either party (or its respective Affiliates or SAP's subcontractors or licensors) be liable to the other party for any special, incidental, consequential, or indirect damages, loss of good will or business profits, work stoppage or for exemplary or punitive damages; and

b) SAP be liable for any damages caused by any Services provided for no fee.

14.4.   Disclaimer
Except as expressly provided in the Agreement, neither SAP or its subcontractors or licensors make any representation or warranties, express or implied, statutory or otherwise, regarding any matter, including the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of or integration with any products or Services provided under the Agreement, or that the operation of any products or Services will be secure, uninterrupted or error free. Customer agrees that it is not relying on delivery of future functionality, public comments or advertising of SAP or product roadmaps in obtaining the Services.

15.   MISCELLANEOUS

15.1.   Severability

If any provision of the Agreement is held to be wholly or in part invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.

15.2.   No Waiver

A waiver of any breach or obligation of the Agreement is not deemed a waiver of any other breach or obligation.

15.3.   Counterparts

The Agreement may be signed in counterparts, each of which shall be deemed an original and which shall together constitute one Agreement. Electronic signatures via DocuSign or any other form as determined by SAP are deemed original signatures.

15.4.   Trade Compliance

15.4.1.   SAP and Customer shall comply with Export Laws in the performance of the Agreement. The Services, Work Products and Confidential Information are subject to Export Laws.

Customer, its Affiliates and its Authorized Users shall not directly or indirectly export, re-export, release, or transfer the Services, Work Products and Confidential Information in violation of Export Laws. Customer is solely responsible for compliance with Export Laws, including obtaining any required export authorizations if Customer exports or re-exports the Services, Work Products and Confidential Information. Customer must not use the Services or Work Products from Crimea/Sevastopol, Cuba, Iran, the People's Republic of Korea (North Korea), so called Donetsk People's Republic, so called Luhansk People's Republic and Syria.

15.4.2. Upon SAP's request, Customer shall provide information and documents to support obtaining an export authorization. SAP may immediately terminate the affected Services upon written notice to Customer if:

a) the competent authority does not grant such export authorization within 18 months; or

b) Export Laws prohibit SAP from providing the Services to Customer.

15.5. Notices

All notices will be in writing and given when delivered to the address set forth in an Order Form. Notices from SAP to Customer may be in the form of an electronic notice to the Customer's authorized representative or administrator.

15.6. TUPE

a) The parties agree that it is not intended for there to be any transfer of employment of employees, contractors and workers from one party to the other in connection with the arrangements under the Agreement.

b) The parties agree that the entering into of the Agreement and the provision of any Services to be provided hereunder ("Entry") and the expiry or termination of the Agreement or of the provision of any Services provided hereunder ("Expiry") will not be a "transfer of an undertaking" nor a "service provision change" within the meaning of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE").

c) Each party therefore agrees that it will remain liable for the employment and all related costs of its employees, contractors and workers who are employed or engaged immediately before (in Customer's case) Entry and (in SAP's case) Expiry ("Employees"). In the event that by operation of law TUPE does operate (or is alleged to operate) on or before Entry or Expiry so as to transfer the contracts of employment ("TUPE Transfer") of either party's Employees to the other or (in the case of SAP Employees) to any new provider of services to Customer similar to the Services or any part thereof ("Replacement Supplier"), the relevant party (i.e. whoever the employer of the Employees is prior to the TUPE Transfer) agrees that it will indemnify the other and/or (in SAP's case as the indemnifying party) the applicable Replacement Supplier in respect of all costs, expenses, damages, awards, compensation and penalties arising from or connected with:

i. the employment (or alleged employment) prior to the TUPE Transfer; and/or

ii. the termination (or alleged termination) of employment of such Employees post TUPE Transfer, provided that such termination is made promptly upon becoming aware of such a TUPE Transfer occurring and the indemnified party (and the Replacement Supplier, if applicable) shall reasonably consult with the indemnifying party and reasonably co-operate with the same to minimise any costs, expenses, damages awards, compensation and penalties arising from or connected with such termination.

d) Where either party or the Replacement Supplier, if applicable, decides to employ or engage the services of the other's Employees following their TUPE Transfer then the above indemnity shall be limited to costs, expenses, damages, awards, compensation and penalties arising from or connected with the employment (or alleged employment) prior to the TUPE Transfer. Neither party will employ (whether as an employee or contractor (directly or indirectly)) any Employee of the other, whose employment or engagement transferred to it under a TUPE Transfer and which was terminated and the subject of the above indemnity as to termination costs, at any time during the twelve (12) month period following such

termination without the prior reasonable agreement of the other.

15.7. Assignment

Without SAP's prior written consent Customer may not assign, delegate, or otherwise transfer the Agreement (or any of its rights or obligations) to any party. SAP may assign the Agreement to SAP SE or any of its Affiliates.

15.8. Subcontracting

SAP may use subcontractors to provide all or part of the applicable Services under the Agreement. SAP is responsible for the performance of any Services by a subcontractor to the same extent as it would be if performed by its own employees.

15.9. Relationship of the Parties

The parties to the Agreement are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by the Agreement.

15.10. Non-Solicitation

Neither party shall knowingly solicit or hire, any of the other party's employees involved in the Services during the term of the applicable Order Form and for a period of 6 months from the termination thereof, without the express written consent of the other party. This provision shall not restrict the right of either party to recruit generally in the media.

15.11. Force Majeure

Any delay in performance (other than for the payment of amounts due) caused by conditions beyond the reasonable control of the performing party is not a breach of the Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance.

15.12. Governing Law

The Agreement and any claims (including any non-contractual claims) arising out of or in connection with this Agreement and its subject matter will be governed by and construed under the laws of England and Wales. The United Nations Convention on Contracts for the International Sale of Goods and any conflicts of law principles and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement.

15.13. Jurisdiction and Mandatory Venue

The parties submit to the exclusive jurisdiction of the courts located in London. The parties waive any objections to the venue or jurisdictions identified in this provision.

15.14. Statute of Limitation

Except for claim(s) related to payment or refund obligations and as to ownership or title to intellectual property rights, breach of the protections for Confidential Information, the right of SAP to bring suit for payments due hereunder, or a party's failure to provide the indemnity obligations herein and its subject matter, either party must initiate a cause of action for any claim(s) relating to the Agreement and its subject matter within 1 year from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

DATA PROCESSING AGREEMENT FOR SAP SUPPORT AND PROFESSIONAL SERVICES

1. DEFINITIONS

1.1. "**Authorized Users**" means any individual to whom Customer grants access authorization in compliance with a SAP software license to use the SAP Service that is an employee, agent, contractor or representative of

    a) the Customer;

    b) Customer's Affiliates; or

    c) Customer's and Customer's Affiliates' Business Partners (as defined under the Software License and Support Agreement).

1.2. "**Controller**" means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data; for the purposes of this DPA, where Customer acts as Processor for another Controller, it shall in relation to SAP be deemed as additional and independent Controller with the respective controller rights and obligations under this DPA.

1.3. "**Data Protection Law**" means the applicable legislation protecting the fundamental rights and freedoms of persons and their right to privacy with regard to the processing of Personal Data under the Agreement.

1.4. "**Data Subject**" means an identified or identifiable natural person as defined by Data Protection Law.

1.5. "**My Trust Center**" means information available on the SAP support portal (see: https://support.sap.com/en/my-support/trust-center.html) or the SAP agreements website (see: https://www.sap.com/about/trust-center/agreements.html) or any subsequent website(s) made available by SAP to Customer.

1.6. "**SCC Relevant Transfer**" means a transfer (or an onward transfer) to a Third Country of Personal Data that is either subject to GDPR or to applicable Data Protection Law and where any required adequacy means under GDPR or applicable Data Protection Law can be met by entering into the EU Standard Contractual Clauses.

1.7. "**EU Standard Contractual Clauses**" means the unchanged standard contractual clauses, published by the European Commission, reference 2021/914 or any subsequent final version thereof which shall automatically apply. To avoid doubt Modules 2 and 3 shall apply as set out in Section 8.

1.8. "**Personal Data**" means any information relating to a Data Subject which is protected under Data Protection Law. For the purposes of the DPA, it includes only personal data which is supplied to or accessed by SAP or its Subprocessors in order to provide the SAP Support or Professional Services under the Agreement.

1.9. "**Personal Data Breach**" means a confirmed:

    a) accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or unauthorized third-party access to Personal Data; or

    b) similar incident involving Personal Data, in each case for which a Controller is required under Data Protection Law to provide notice to competent data protection authorities or Data Subjects.

1.10. "**Professional Services**" means implementation services, consulting services or services such as SAP Premium Engagement Support Services, Innovative Business Solutions Development Services, Innovative Business Solutions Development Support Services.

1.11. "**Processor**" means a natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller, be it directly as Processor of a Controller

or indirectly as Subprocessor of a Processor which processes Personal Data on behalf of the Controller.

1.12. "**Schedule**" means the numbered Annex with respect to the EU Standard Contractual Clauses.

1.13. "**Subprocessor**" or "**sub-processor**" means SAP Affiliates, SAP SE, SAP SE Affiliates and third parties engaged by SAP, SAP SE or SAP SE's Affiliates in connection with the SAP Service and which processes Personal Data in accordance with this DPA.

1.14. "**Technical and Organizational Measures**" means the technical and organizational measures for the relevant SAP Support or Professional Service published on the My Trust Center.

1.15. "**Third Country**" means any country, organization or territory not acknowledged by the European Union under Article 45 of GDPR as a safe country with an adequate level of data protection.

2. BACKGROUND

2.1. Purpose and Application

This document ("**DPA**") is incorporated into the Agreement and forms part of a written (including in electronic form) contract between SAP and Customer. This DPA applies to Personal Data provided by Customer and each Controller in connection with the performance of the SAP services as set out in the relevant Agreement ("**SAP Service(s)**") to which is attached the present DPA which may include:

    a) SAP Support as defined in the Software License & Support Agreement; or

    b) Professional Services as described in the services agreement concluded between SAP and the Customer ("**Services Agreement**").

2.2. Structure

Schedules 1 and 2 are incorporated into and form part of this DPA. They set out the agreed subject-matter, the nature and purpose of the processing, the type of Personal Data, the categories of data, the data subjects and the applicable technical and organizational measures.

2.3. Governance

2.3.1. SAP acts as a Processor and Customer and those entities that it permits to use SAP Support or Professional Services act as Controllers under the DPA.

2.3.2. Customer acts as a single point of contact and shall obtain any relevant authorizations, consents and permissions for the processing of Personal Data in accordance with this DPA, including, where applicable approval by Controllers to use SAP as a Processor. Where authorizations, consent, instructions or permissions are provided by Customer these are provided not only on behalf of the Customer but also on behalf of any other Controller. Where SAP informs or gives notice to Customer, such information or notice is deemed received by those Controllers permitted by Customer to include Personal Data. Customer shall forward such information and notices to the relevant Controllers.

3. SECURITY OF PROCESSING

3.1. Applicability of the Technical and Organizational Measures

3.1.1. SAP has implemented and will apply the Technical and Organizational Measures. Customer has reviewed such measures and agrees that the measures are appropriate taking into account the state of the art, the costs of implementation, nature, scope, context and purposes of the processing of Personal Data.

3.1.2. Schedule 2 applies only to the extent that such SAP Services are performed on or from SAP premises. In the case where SAP is performing SAP Services on the Customer's premises and SAP is given access to Customer's systems and data, SAP shall comply with Customer's reasonable administrative, technical, and physical conditions to protect such data and guard against unauthorized access. In connection with any access to Customer's system and data,

Customer shall be responsible for providing SAP personnel with user authorizations and passwords to access its systems and revoking such authorizations and terminating such access, as Customer deems appropriate from time to time. Customer shall not grant SAP access to Licensee systems or personal information (of Customer or any third party) unless such access is essential for the performance of SAP Services. Customer shall not store any Personal Data in non-production environments.

3.2. Changes

3.2.1. SAP applies the Technical and Organizational Measures to SAP's entire customer base receiving the same SAP Service. SAP may change the Technical and Organizational Measures at any time without notice so long as it maintains a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without diminishing the security level protecting Personal Data.

3.2.2. SAP will publish updated versions of the Technical and Organizational Measures on My Trust Center and where available Customer may subscribe to receive e-mail notification of such updated versions.

4. SAP OBLIGATIONS

4.1. Instructions from Customer

4.1.1. SAP will process Personal Data only in accordance with documented instructions from Customer. The Agreement (including this DPA) constitutes such documented initial instructions and Customer may provide further instructions during the performance of the SAP Service.

4.1.2. SAP will use reasonable efforts to follow any other Customer instructions, as long as they are required by Data Protection Law, technically feasible and do not require changes to the performance of the SAP Service. If any of the before-mentioned exceptions apply, or SAP otherwise cannot comply with an instruction or is of the opinion that an instruction infringes Data Protection Law, SAP will immediately notify Customer (e-mail permitted).

4.2. Processing on Legal Requirement

SAP may also process Personal Data where required to do so by applicable law. In such a case, SAP shall inform Customer of that legal requirement before processing unless that law prohibits such information on important grounds of public interest.

4.3. Personnel
To process Personal Data, SAP and its Subprocessors shall only grant access to authorized personnel who have committed themselves to confidentiality. SAP and its Subprocessors will regularly train personnel having access to Personal Data in applicable data security and data privacy measures.

4.4. Cooperation

4.4.1. At Customer's request, SAP will reasonably cooperate with Customer and Controllers in dealing with requests from Data Subjects or regulatory authorities regarding SAP's processing of Personal Data or any Personal Data Breach. If SAP receives a request from a Data Subject in relation to the Personal Data processing hereunder, SAP will promptly notify Customer (where the Data Subject has provided information to identify the Customer) via e-mail and shall not respond to such request itself but instead ask the Data Subject to redirect its request to Customer.

4.4.2. In the event of a dispute with a Data Subject as it relates to SAP's processing of Personal Data under this DPA, the Parties shall keep each other informed and, where appropriate, reasonably co-operate with the aim of resolving the dispute amicably with the Data Subject. SAP will correct, delete or anonymize any Personal Data in SAP's possession (if any),or restrict its processing, in accordance with the Customer's instruction and Data Protection Law.

4.5. Personal Data Breach Notification

SAP will notify Customer without undue delay after becoming aware of any Personal Data Breach and provide reasonable information in its possession to assist Customer to meet Customer's obligations to report a Personal Data Breach as required under Data Protection Law. SAP may provide such information in phases as it becomes available. Such notification shall not be interpreted or construed as an admission of fault or liability by SAP.

4.6.   Data Protection Impact Assessment

If, pursuant to Data Protection Law, Customer (or its Controllers) are required to perform a data protection impact assessment or prior consultation with a regulator, at Customer's request, SAP will provide such documents as are generally available for the SAP Service (for example, this DPA, the Agreement, Audit Reports and Certifications). Any additional assistance shall be mutually agreed between the Parties.

5.   DATA DELETION

Customer hereby instructs SAP to delete the Personal Data remaining with SAP (if any) within a reasonable time period in line with Data Protection Law (not to exceed six months) once Personal Data is no longer required for execution of the Agreement, unless applicable law requires retention.

6.   CERTIFICATIONS AND AUDITS

6.1.   Customer Audit

Customer or its independent third party auditor reasonably acceptable to SAP (which shall not include any third party auditors who are either a competitor of SAP or not suitably qualified or independent) may audit SAP's service and support delivery centers and IT security practices relevant to Personal Data processed by SAP only if:

a) SAP has not provided sufficient evidence of its compliance with the Technical and Organizational Measures through providing a certification as to compliance with ISO 27001 or other standards (scope as defined in the certificate). Certifications are available on the My Trust Center or upon request if the certification is not available online; or

b) a Personal Data Breach has occurred; or

c) an audit is formally requested by Customer's data protection authority; or

d) mandatory Data Protection Law conferring Customer a direct audit right and provided that Customer shall only audit once in any 12 month period unless mandatory Data Protection Law requires more frequent audits.

6.2.   Other Controller Audit

Any other Controller may audit SAP's control environment and security practices relevant to Personal Data processed by SAP in accordance with and to the extent permitted under Section 6.1 if it directly applies to such other Controller. Such audit must be undertaken through and by Customer unless the audit must be undertaken by the other Controller itself under Data Protection Law. If several Controllers whose Personal Data is processed by SAP on the basis of the Agreement require an audit, Customer shall use all reasonable means to combine the audits and to avoid multiple audits.

6.3.   Scope of Audit

Customer shall provide at least 60 days advance notice of any audit unless mandatory Data Protection Law or a competent data protection authority requires shorter notice. The frequency, time frame and scope of any audits shall be mutually agreed between the parties acting reasonably and in good faith. Customer audits shall be limited to remote audits where possible. If an on-site audit is mandatory, it shall not exceed 1 business day. Beyond such restrictions, the parties will use current certifications or other audit reports to avoid or minimize repetitive audits. Customer shall provide the results of any audit to SAP.

6.4.   Cost of Audits

Customer shall bear the costs of any audit unless such audit reveals a material breach by SAP of this DPA, then SAP shall bear its own expenses of an audit. If an audit determines that SAP has breached its

obligations under the DPA, SAP will promptly remedy the breach at its own cost.

7.   SUBPROCESSORS

7.1.   Permitted Use

SAP is granted a general authorization to subcontract the processing of Personal Data to Subprocessors, provided that:

   a)   SAP or SAP SE on its behalf shall engage Subprocessors under a written (including in electronic form) contract consistent with the terms of this DPA in relation to the Subprocessor's processing of Personal Data. SAP shall be liable for any breaches by the Subprocessor in accordance with the terms of this Agreement;

   b)   SAP will evaluate the security, privacy and confidentiality practices of a Subprocessor prior to selection to establish that it is capable of providing the level of protection of Personal Data required by this DPA;

   c)   For SAP Support, SAP's list of Subprocessors in place on the effective date of the Agreement is published by SAP on My Trust Center or SAP will make it available to Customer upon request, including the name, address and role of each Subprocessor SAP uses to provide the SAP Service; and

   d)   For Professional Services, SAP will, upon request of the Customer, make the list available or identify such subprocessors prior to the start of the applicable SAP Services.

7.2.   New Subprocessors

7.2.1.   SAP's use of Subprocessors is at its discretion, provided that:

   a)   SAP will inform Customer in advance of any intended additions or replacements to the list of Subprocessors including name, address and role of the new Subprocessor (i) for SAP Support by posting on My Trust Center, or by email, upon Customer's registration on My Trust Center and (ii) for Professional Services by similar posting on My Trust Center, or by e-mail, or in other written form;

   b)   Customer may object to such changes as set out in Section 7.2.2.

7.2.2.   Objections to New Subprocessors

7.2.2.1. SAP Support

If Customer has a legitimate reason under Data Protection Law to object to the new Subprocessors' processing of Personal Data, Customer may terminate the SAP Support upon written notice to SAP, such notice to be provided to SAP no later than 30 days from the date SAP informs the Customer of the new Subprocessor. If Customer does not provide SAP with a notice of termination within this 30 days period, Customer is deemed to have accepted the new Subprocessor. Within the 30 days period from the date of SAP informing the Customer of the new Subprocessor, Customer may request that the parties discuss in good faith a resolution to the objection. Such discussions shall not extend the period for providing SAP a notice of termination and does not affect SAP's right to use the new Subprocessor(s) after the 30 days period.

7.2.2.2. Professional Services

If Customer has a legitimate reason under Data Protection Law that relates to the Subprocessors' processing of Personal Data, Customer may object to SAP's use of a Subprocessor, by notifying SAP in writing within 5 business days of SAP's information. If Customer objects to the use of the Subprocessor, the parties shall discuss in good faith a resolution. SAP may choose to: (i) not use the Subprocessor or (ii) take the corrective steps requested by Customer in its objection and use the Subprocessor or (iii) if this is not possible, use the Subprocessor. If none of these options are reasonably possible and Customer continues to object for a legitimate reason, either party may terminate the relevant services on 5 days' written notice. If Customer does not object within 5 days of receipt of the notice, Customer is deemed to have accepted the Subprocessor. If Customer's objection remains unresolved 30 days after it

was raised, and SAP has not received any notice of termination, Customer is deemed to have accepted the Subprocessor.

7.2.3. Any termination under this Section shall be deemed to be without fault by either party and shall be subject to the terms of the Agreement.

7.3. Emergency Replacement

SAP may replace a Subprocessor without advance notice where the reason for the change is outside of SAP's reasonable control and prompt replacement is required for security or other urgent reasons. In this case, SAP will inform Customer of the replacement Subprocessor as soon as possible following its appointment. Section
7.2 applies accordingly.

8. INTERNATIONAL PROCESSING

8.1. Conditions for International Processing
SAP shall be entitled to process Personal Data, including by using Subprocessors, in accordance with this DPA outside the country in which the Customer is located as permitted under Data Protection Law.

8.2. Applicability of EU Standard Contractual Clauses

8.2.1. The following shall solely apply in respect of SCC Relevant Transfers:

8.2.1.1. Where SAP is not located in a Third Country and acts as a data exporter, SAP (or SAP SE on its behalf) has entered in to the EU Standard Contractual Clauses with each Subprocessor as the data importer. Module 3 (Processor to Processor) of the EU Standard Contractual Clauses shall apply to such SCC Relevant Transfers.

8.2.1.2. Where SAP is located in a Third Country:

SAP and Customer hereby enter into the EU Standard Contractual Clauses with Customer as the data exporter and SAP as the data importer which shall apply as follows:

a) Module 2 (Controller to Processor) shall apply where Customer is a Controller; and

b) Module 3 (Processor to Processor) shall apply where Customer is a Processor. Where Customer acts as Processor under Module 3 (Processor to Processor) of the EU Standard Contractual Clauses, SAP acknowledges that Customer acts as Processor under the instructions of its Controller(s).

8.2.2. Other Controllers or Processors whose use of the Cloud Services has been authorized by Customer under the Agreement may also enter into the EU Standard Contractual Clauses with SAP in the same manner as Customer in accordance with Section 8.2.1.1 or 8.2.1.2 above. In such case, Customer enters into the EU Standard Contractual Clauses on behalf of the other Controllers or Processors.

8.2.3. With respect to a SCC Relevant Transfer, on request from a Data Subject to the Customer, Customer may make a copy of Module 2 or 3 of the EU Standard Contractual Clauses entered into between Customer and SAP (including the relevant Schedules), available to Data Subjects.

8.2.4. Third Party Beneficiary Right under the EU Standard Contractual Clauses

Where Customer is located in a Third Country and acting as a data importer under Module 2 or Module 3 of the EU Standard Contractual Clauses and SAP is acting as Customer's sub-processor under the applicable Module, the respective data exporter shall have the following third party beneficiary right:

In the event that Customer has factually disappeared, ceased to exist in law or has become insolvent (in all cases without a successor entity that has assumed the legal obligations of the Customer by contract or by operation of law), the respective data exporter shall have the right to terminate the affected Cloud Service solely to the extent that the data exporter's Personal Data is processed. In such event, the respective data exporter also instructs SAP to erase or return the Personal Data.

8.3. Applicability of EU Standard Contractual Clauses where applicable Data Protection Law requires a variation to the EU Standard Contractual Clauses

8.3.1. Subject to sections 8.2.1.1. to 8.2.1.2, in relation to Personal Data that is protected by the GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 (the "**UK GDPR**") the EU Standard Contractual Clauses are interpreted as follows:

8.3.1.1. "Third Country" shall be interpreted as any country, organization or territory which is not acknowledged as providing an adequate level of protection of personal data pursuant to Section 17A of the United Kingdom Data Protection Act 2018; and

8.3.1.2. The "EU Standard Contractual Clauses" shall be interpreted as the "International Data Transfer Addendum to the EU Standard Contractual Clauses" issued by the Information Commissioner under s.119A(1) of the Data Protection Act 2018 ("**UK Addendum**") and shall apply completed as follows:

    i. the EU Standard Contractual Clauses, completed as set out above in Sections 8.2.1.1 and 8.2.1.2 (as applicable), shall also apply to transfers of such Personal Data, subject to (ii) below;

    ii. Tables 1 to 3 of the UK Addendum shall be deemed completed with the relevant information from the EU Standard Contractual Clauses, completed as set out above at Sections 8.2.1.1 and 8.2.1.2 (as applicable), and the options "neither party" shall be deemed checked in Table 4. The start date of the UK Addendum (as set out in Table 1) shall be the date of this DPA.

8.4. Relation of the EU Standard Contractual Clauses to the Agreement

Nothing in the Agreement shall be construed to prevail over any conflicting clause of the EU Standard Contractual Clauses. For the avoidance of doubt, where this DPA further specifies audit and Subprocessor rules, such specifications also apply in relation to the EU Standard Contractual Clauses.

9. DOCUMENTATION; RECORDS OF PROCESSING

Each party is responsible for its compliance with its documentation requirements, in particular maintaining records of processing where required under Data Protection Law. Each party shall reasonably assist the other party in its documentation requirements, including providing the information the other party needs from it in a manner reasonably requested by the other party (such as using an electronic system), in order to enable the other party to comply with any obligations relating to maintaining records of processing.

This Schedule 1 applies to describe the Processing of Personal Data for the purposes of the EU Standard Contractual Clauses and applicable Data Protection Law.

1. A. LIST OF PARTIES

1.1.   Under the EU Standard Contractual Clauses

1.1.1.   Module 2: Transfer Controller to Processor
Where SAP is located in a Third Country, Customer is the Controller and SAP is the Processor, then Customer is the data exporter and SAP is the data importer.

1.1.2.   Module 3: Transfer Processor to Processor

Where SAP is located in a Third Country, Customer is a Processor and SAP is a Processor, then Customer is the data exporter and SAP is the data importer.

2. B. DESCRIPTION OF TRANSFER

2.1.   Data Subjects

Unless provided otherwise by the data exporter, transferred Personal Data relates to the following categories of Data Subjects: employees, contractors, Business Partners or other individuals having Personal Data stored, transmitted to, made available to, accessed or otherwise processed by the data importer.

2.2.   Data Categories
 The transferred Personal Data concerns the following categories of data:
Customer determines the categories of data and/or data fields which could be transferred per SAP Service as stated in the relevant Agreement. The transferred Personal Data typically relates to the following categories of data: name, phone numbers, e-mail address, address data, system access / usage / authorization data, company name, contract data, invoice data, plus any application-specific data transferred by Authorized Users and may include financial data such as bank account data, credit or debit card data.

2.3.   Special Data Categories (if agreed)

2.3.1.   The transferred Personal Data may comprise special categories of personal data set out in the Agreement ("**Sensitive Data**"). SAP has taken Technical and Organizational Measures as set out in Schedule 2 to ensure a level of security appropriate to protect also Sensitive Data.

2.3.2.   The transfer of Sensitive Data may trigger the application of the following additional restrictions or safeguards if necessary to take into consideration the nature of the data and the risk of varying likelihood and severity for the rights and freedoms of natural persons (if applicable):

   a) training of personnel;

   b) encryption of data in transit and at rest;

   c) system access logging and general data access logging.

2.4.   Purposes of the data transfer and further processing; Nature of the processing

2.4.1.   The transferred Personal Data is subject to the basic processing activities as set out in the Agreement which may include:

   a) use of Personal Data to provide the SAP Service;

   b) storage of Personal Data;

   c) computer processing of Personal Data for data transmission;

   d) continuous improvement of service features and functionalities provided as part of the SAP Support or Professional Service including automation, transaction processing and machine learning; and

   e) execution of instructions of Customer in accordance with the Agreement.

2.4.2.   Under the Software License and Support Agreement: SAP or its Subprocessors provide support when a Customer submits a support ticket because the Software is not available or not working as expected. They answer phone calls and perform basic troubleshooting, and handle support tickets in a tracking system.

2.4.3.   Under the applicable Services Agreement for Professional Services: SAP or its Subprocessors provide Services subject to the Order Form Services and the applicable Scope Document.

2.5.   Additional description in respect of the EU Standard Contractual

Clauses Applicable Modules of the EU Standard Contractual

Clauses

a) Module 2: Transfer Controller to Processor

b) Module 3: Transfer Processor to Processor

2.6.   The frequency of the transfer (e.g. whether the data is transferred on a one-off or

continuous basis): Transfers shall be made on a continuous basis.

2.7.   The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:

Personal Data shall be retained for the duration of the Agreement and subject to Section 5 of the DPA.

2.8.   For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:

In respect of the EU Standard Contractual Clauses, transfers to Subprocessors shall be on the same basis as set out in the DPA.

3.   C. COMPETENT SUPERVISORY AUTHORITY

3.1.   In respect of the EU Standard Contractual Clauses:

3.1.1.   Module 2: Transfer Controller to Processor

3.1.2.   Module 3: Transfer Processor to Processor

3.2.   Where Customer is the data exporter, the supervisory authority shall be the competent supervisory authority that has supervision over the Customer in accordance with Clause 13 of the EU Standard Contractual Clauses.

Schedule 2 Technical and Organizational Measures

This Schedule 2 applies to describe the applicable technical and organizational measures for the purposes of the EU Standard Contractual Clauses and applicable Data Protection Law.

SAP will apply and maintain the Technical and Organizational Measures.