

SAP CLOUD SERVICES MASTER AGREEMENT FOR BUSINESS PROCESS OUTSOURCING

The parties agree that their contractual relationship shall be governed by the terms and conditions set forth below as well as all applicable exhibits, schedules, amendments or addenda attached hereto or to any Order Form or referenced herein or in the Order Form as part of the agreed terms, all of which are made an integral part hereof (collectively referred to herein as the “**Agreement**”).

1. DEFINITIONS

“**Affiliate**” of a party means any legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the shares or voting rights or controls or is under common control with that legal entity. “**Control**” means the direct or indirect possession of the power to direct or cause the direction of the management and policies of an entity, whether through ownership, by contract or otherwise. Any such company shall be considered an Affiliate of a party for only such time as such interest or control is maintained.

“**Authorized User**” means Customers and its Affiliates’ employees, agents, and contractors, and their consultants, suppliers or other business partners that are authorized by the applicable Customer to use the Service, including BPO when using the Service on behalf of a Customer for BPO Services as permitted in this Agreement.

“**BPO**” means the BPO service provider identified in the Order Form that is a party to this Agreement.

“**BPO Services**” means BPO’s business process outsourcing services described in the applicable Service Schedule, whereby BPO assumes responsibility for Customers’ business processes.

“**Cloud GTC**” means SAP’s General Terms and Conditions for Cloud Services and the product specific Supplemental Terms and Conditions referred to in the Order Form, and all documents attached to or incorporated by reference therein.

“**Cloud Materials**” means any work product or tangible results for the Services produced by or with SAP pursuant to this Agreement, including in the course of providing support, training or configuration services to BPO or its Customers. Cloud Materials includes works created for or in cooperation with BPO or its Customers, but does not include any Customer Data, BPO Confidential Information, Customer Confidential Information, the BPO Services or the Service. For clarity, some SAP services for Cloud Materials may be performed under a mutually agreed to statement of work. If so, the statement of work will be governed by the terms and conditions of this Agreement.

“**Confidential Information**” means, with respect to SAP: (a) the Services and all information which SAP protects against unrestricted disclosure to others, including but not limited to all (i) computer software (both object and source codes) and related Service documentation or specifications, (ii) techniques, concepts, methods, processes and designs embodied in or relating to the Service and (iii) all application program interfaces, system infrastructure, system security and system architecture design relating to the Service; and (b) SAP research and development, product offerings, pricing and availability, technical drawings, algorithms, processes, ideas, techniques, formulas, data, schematics, trade secrets, know-how, improvements, marketing plans, forecasts and strategies. Confidential Information of BPO is deemed to include Customer Data. In addition to the foregoing, Confidential Information of either SAP or BPO (the party disclosing such information being the “**Disclosing Party**”) may also include other information which the Disclosing Party protects against unrestricted disclosure to others that (i) the Disclosing Party or its representatives designates as confidential at the time of disclosure; or (ii) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure, including, without limitation, information about or concerning any third party that is disclosed to the receiving party under this Agreement.

“**CPPD Schedule**” means SAP’s then-current SAP BPO Cloud Service Schedule for Commissioned Processing of Personal Data, whether made available to BPO in writing or online at an SAP website to be identified by SAP. A current copy of the CPPD Schedule as of the Effective Date shall be attached to the Order Form.

“**Customer**” means an entity that purchases subscriptions to the Service from BPO as part of the BPO Services.

“**Customer Cloud Agreement**” means a written agreement entered into between BPO and a Customer pursuant to which the Customer purchases subscriptions to the Service from BPO as a part of the BPO Services.

“**Customer Data**” means any content, materials, data and information that BPO or a Customer or its Authorized Users enter into the Service or BPO-specific or Customer-specific data that is derived from BPO’s or Customer’s use of the Service (e.g. BPO or Customer-specific reports) as long as such derivative work is not a component of the Service itself or furnished by SAP under the Agreement. Customer Data shall not include any component of the Services or material provided by or on behalf of SAP.

“**Documentation**” means the then-current technical and functional documentation for the Service which is delivered or made available to BPO with the Service.

“**Effective Date**” means the effective date of this Agreement as identified on the Order Form.

“**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.

“**Order Form**” means any order form that references this Agreement and mutually executed by SAP and BPO. The Order Form shall include information regarding specified SAP Cloud Solutions, the Territory, BPO Support terms, the then-current CPPD Schedule, the pricing for the Services and price related terms, and other terms and conditions for the provision or purchase of the Service that the parties agree to include in the Order Form.

“**Ordering Information**” means (i) a reference to this Agreement; (ii) the Customer’s name; (iii) the SAP Cloud Solution(s) to which Customer is purchasing subscriptions and the total number of Authorized Users (or other usage metric stated in the Order Form or Service Schedule) for each product; (iv) the subscription fees due for the Services the length of the subscription term; the (v) BPO billing contact information and such other information as set forth in the form of the Service Schedule.

“**Sales Materials**” has the meaning ascribed to it in Section 4.1.1.

“**SAP**” means the SAP entity identified in the Order Form that is a party to this Agreement.

“**SAP Cloud Solutions**” means those SAP proprietary cloud services that are identified in the Order Form of this Agreement, subscriptions to which BPO is authorized to use and resell only as part of its BPO Services in accordance with the terms of this Agreement. The parties may include additional SAP Cloud Solutions by written agreement.

“**Service**” means, with respect to each Customer, the hosted SAP Cloud Solution(s) to which a Customer subscribes as part of receiving the BPO Services as identified in the applicable Service Schedule.

“**Service Schedule**” means an order form, substantially in the form set forth in Exhibit 1, which BPO submits to SAP to order a Service for use in connection with the BPO Services on behalf of a specific Customer. A Service Schedule is not binding unless executed by authorized signatories of both parties.

“**Support**” means the then-current technical support services SAP provides to BPO for the SAP Cloud Solutions as described in the Order Form.

“**Trademarks**” means the trademarks, service marks, trade names, service names, proprietary words, symbols and other logos of SAP, SAP Affiliates or their respective licensors.

“**Territory**” means the territory specified in Order Form, subject to Section 14 of this Agreement (Import and Export Control).

Other defined terms shall have the meanings set forth herein or elsewhere in the Agreement

2. BPO ALLIANCE MANAGER

2.1 Relationship Manager. BPO shall designate an alliance manager to oversee its activities hereunder. The alliance manager shall serve as BPO's first point of contact with SAP for the response to or resolution of any issues that may arise under this Agreement and general governance, including any quarterly or annual business review meetings. BPO party may change its alliance manager by notifying SAP.

3. GRANT OF RIGHTS

3.1 Provision of Service. Subject to the terms and conditions of this Agreement, SAP hereby grants BPO a nonexclusive, nontransferable, worldwide right to: (i) configure the Service, including BPO-branding, provided that configuration of the Service by BPO shall be subject to BPO's prior completion of SAP's implementation certification program in accordance with Section 6.1 and Exhibit 2; (ii) market, demonstrate, and resell (solely as part of the BPO Services) subscriptions to the Service to prospective Customers in the Territory; (iii) use and access the Service solely to the extent necessary to demonstrate the Service and to provide the Service to Customers as part of BPO's BPO Services; and (iv) grant Customers and their Authorized Users the right to access and use the Service subject to compliance with the Minimum Customer Terms (as defined in Section 5.1) and in a manner consistent with the terms of this Agreement, solely in connection with Customer's receipt of BPO Services from BPO. BPO may resell subscriptions to the Service only directly to its Customers. BPO is not permitted to appoint any resellers, distributors or other third parties to resell subscriptions to the Services. SAP shall provide the Service to BPO and its Customers in accordance with the applicable Service Schedule(s), and the Cloud GTC that is current as of the effective date of the applicable Service Schedule. Except to the extent inconsistent with this Agreement, any use of or access to the Service or any SAP Cloud Solution by BPO shall be governed by the Cloud GTC.

3.2 Restrictions. BPO shall not make any representations or warranties regarding the functionality or performance of the Service other than in accordance with the Documentation or this Agreement. Furthermore, BPO shall only access and use the Service in accordance with the Documentation and this Agreement and for the sole purpose of providing BPO Services to its Customers. BPO shall not, and shall ensure that its Authorized Users do not: (i) copy, translate, disassemble, decompile or reverse-engineer the Service, or attempt to create the source code from object code of a Service; (ii) modify or make any derivative works of the Service or Documentation; (iii) use any Service to transmit any content, data or information that is unlawful, defamatory, or invasive of another's privacy right or right of publicity; (iv) infringe any intellectual property rights when using the Service; (v) interfere with or disrupt any Service; (vi) use a Service in the operation of a service bureau, outsourcing or time-sharing service, except to use it on behalf of a Customer as permitted in this Agreement; (vii) circumvent or disclose the user authentication, or security of a Service or any host, network, or account related thereto; (viii) access or use a Service for the purpose of building a competitive product or service or copying its features or user interface; (ix) permit access to a Service by a direct competitor of SAP; (x) use Service components other than those specifically identified in a Service Schedule, even if technically possible; or (xi) make any use of the Service that violates any applicable local, state, national, international or foreign law or regulation. SAP may suspend access to the Service for violation of any of the foregoing prohibitions. If and to the extent circumstances permit, SAP shall provide BPO with reasonable prior written notice of the suspension.

3.3 Links to Web Sites. Services may contain links to external Web sites (including embedded widgets or other means of access) and information provided on such external websites by SAP partners and third-party service providers. SAP shall not be responsible for the contents of any linked Web site.

3.4 Modifications to the Service and Optional Features. SAP may change the Services at any time. If such changes to the Services materially diminish the functionality of the Service, SAP will notify (via email or notification through the Service) BPO of such changes and the effective date of such changes ("**Change Effective Date**") at least ninety (90) days prior to the Change Effective Date. In such event, BPO shall have the right to terminate the subscription(s) for the affected Service under applicable Service Schedules by providing written notice to SAP at least thirty (30) days prior to the Change Effective (such termination to be effective on the Change Effective Date) and receive a refund of the subscription fees paid by BPO for such Service (as identified in the applicable Service Schedule) for the remainder of the subscription term(s) subsequent to such termination. If BPO does not exercise this termination right, the changes to the Service will automatically take effect on the Change Effective Date. The termination right and refund described herein is BPO's sole and exclusive remedy for SAP's change to the Service. SAP may provide through its regular updates optional new features for the Service, which BPO may use, at its sole discretion, subject to the then-current applicable product specific Supplemental Terms and Conditions. Any consulting services required to implement and configure optional features are not included in the subscription fees and are the responsibility of BPO to perform for Customers as BPO implementation services.

3.5 Free Versions. If BPO is granted access under the Agreement to a free (no fee) version of a Service, to the extent permitted by applicable law, BPO agrees that (i) SAP has no obligation to provide any particular service level or support services; and (ii) SAP may cease providing access to such Service at any time without notice. This Section 3.5 supersedes any conflicting term of the Agreement.

3.6 No Future Functionality Commitments. BPO agrees that its purchase of subscription(s) for any Service is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by SAP, including any roadmaps, with respect to future functionality or features.

3.7 Use of Information. SAP may utilize the information concerning BPO's use of the Service (excluding any use of BPO's or Customer's personal data or Confidential Information) to improve the Service and other SAP products and services, to provide BPO on behalf of the Customer with reports on its use of the Service, and to compile aggregate statistics and usage patterns by using the Service.

4. SAP OBLIGATIONS

4.1 Sales Materials and Conferences.

4.1.1 SAP may in its discretion provide BPO with access to certain SAP standard sales training materials and sales collateral for the Service appropriate for channel partners like BPO in electronic form, including product demonstrations and instruction on product position and presentations, basic system architecture, security and other key capabilities of the SAP Cloud Solutions ("**Sales Materials**"). For clarity, all Sales Materials are provided in English. Materials in additional languages may be available, and if so, for additional fees. BPO shall not remove any proprietary notices or other legends from the Sales Materials, and may not modify the Sales Materials without SAP's prior written consent.

4.1.2 Subject to Section 16.9, the parties may jointly collaborate and participate in industry events, conferences, press releases and similar activities as mutually agreed on a case-by-case basis.

4.2 Demonstration and Testing Environment. Except for the Employee Central SAP Cloud Solution, the U.S. Payroll Tax Calculation by BSI SAP Cloud Solution and any third party product or service that SAP agrees to include in a Service Schedule as a SAP Cloud Solution (the "Third Party Cloud Solutions"), SAP shall make available to BPO at no charge: one (1) non-production instances of the Service, together with the necessary dummy data sets, which BPO may access and use solely for demonstration purposes ("**Demo Instance**"); and one (1) non-production instance of the Service, which BPO may access and use solely for integration testing purposes ("**Test Instance**"). For the Employee Central Payroll SAP Cloud Solution, BPO may order one (1) non-production instance of the Service to be accessed and used solely for demonstration purposes, but without dummy data sets, and for integration testing purposes ("**Employee Central Payroll Demo and Test Instance**"), subject to payment of SAP'S then-current standard fee for such non-production instance, plus applicable Taxes. For the U.S. Payroll

Tax Calculation by BSI SAP Cloud Solution and Third Party Cloud Solutions, requests for a Demo Instance or and/or a Test Instance is subject to availability, approval by SAP and payment of fees for each such Instance, plus applicable Taxes. For other SAP Cloud Solutions, BPO may order additional Demo Instances, Test Instances and Employee Central Payroll Demo and Test Instances, subject to approval by SAP and payment of SAP's then-current standard fees for each such instance, plus applicable Taxes. SAP has no obligation to provide any particular service level agreement, business continuity, disaster recovery or Support for any Demo Instance or Test Instance provided free of charge. For Employee Central Payroll Demo and Test Instances, BPO shall receive Support and SAP's standard service level agreement referred to in Section 6.3, but shall not receive business continuity or disaster recovery as part of the Service for such Instances.

4.3 Security. SAP will use commercially reasonable security technologies (such as encryption, password protection and firewall protection) in providing the Services. Additional security obligations for personal data that is entered into the Service as Customer Data are set forth in the applicable CPPD Schedule.

5. PROVIDER OBLIGATIONS.

5.1 Customer Cloud Agreements, Billing and Collection. Customers shall execute a contract with BPO directly for the Service (each a "Customer Cloud Agreement"). Subject to the terms hereof, pricing, billing and all other terms and conditions relating to Customers' use of the Service shall be solely between Customers and BPO. For clarity, pricing for the Service must be incorporated into the BPO Services pricing and may not be itemized separately unless otherwise agreed to in writing by SAP in advance (such as for upsells into existing BPO clients). BPO shall require each Customer to agree in the applicable Customer Cloud Agreement to terms that are consistent with and not materially less protective of SAP than those set forth in the Cloud GTC (the "Minimum Customer Terms"). All Customer Cloud Agreements shall include a provision naming SAP as an express third party beneficiary to the Minimum Customer Terms. BPO shall enforce, and upon reasonable request shall assist SAP in enforcing, the Minimum Customer Terms.

5.2 Training and Resources. BPO shall maintain sufficient technical and sales resources having the knowledge and skills necessary to: (i) inform prospective Customers about the features and capabilities of the Service including, when appropriate, as compared to competitive products and (ii) otherwise perform its obligations hereunder. BPO acknowledges that it or the applicable Customer is responsible for entering the Customer Data into the Service, and for maintaining the Customer Data supplied by it.

5.3 RFPs. BPO will ensure that all responses to Requests for Proposals related to the Service will be consistent with all Documentation, Sales Materials, and other information that may be provided by SAP regarding the Service.

5.4 Lead Rejection. SAP may reject a BPO lead for a prospective Customer if it would result in an order for the prospective Customer that would not be in compliance with the terms of this Agreement, BPO is in violation of this Agreement, the prospective Customer is a competitor of SAP or SAP reasonably believes that SAP's intellectual property rights may not be respected by the prospect.

5.5 Security. BPO shall maintain commercially reasonable security standards, for its use of the Service as permitted in this Agreement, including without limitation the use of regular required password changes and virus scans.

6. ADDITIONAL RIGHTS AND OBLIGATIONS OF THE PARTIES RELATED TO PROVISION OF THE SERVICE

6.1 Implementation. As between BPO and SAP, BPO shall be responsible for implementation and configuration of the Service for its Customers. BPO shall contract directly with Customers for such services and will be solely responsible for invoicing and collecting fees from Customers for such services. If BPO chooses to provide implementation and configuration services directly to its Customers, BPO must: (i) first complete SAP's implementation certification program (for which additional fees apply); (ii) comply with the implementation service requirements set forth in Exhibit 2, which SAP may update from time to time in its sole discretion; and (iii) engage SAP's delivery assurance team (for which additional fees apply) in the event that BPO wishes to provide such services for the first six Customers. Alternatively, BPO may subcontract implementation and configuration services to SAP (at SAP's then-current rates, subject to the execution of a statement of work between BPO and SAP for such services) or SAP's certified implementation partners. For clarity, where BPO subcontracts such services, BPO will nonetheless project manage the implementation and configuration services for Customers.

6.2 Support. SAP shall provide Support to BPO as described in the Order Form. BPO shall provide Tier 1 and Tier 2 support to Customers for the Service. For purposes of this Agreement, Tier 1 support includes responding to calls and inquiries from Customer or its Authorized Users or Employees if that is the applicable usage metric for the Service. Tier 2 support includes: (i) verification that an inquiry is received from a valid Customer; (ii) acknowledgment to the Customer of receipt of such inquiry; (iii) checking lists of known issues and solutions/workarounds; (iv) leveraging BPO training, experience or other appropriate internal resources to find a resolution; and (v) if the reported issue is known or found, providing the resolution to the Customer and assisting with its implementation. In the event BPO is unable to resolve the issue after exhausting its own internal resources, BPO may escalate the issue to SAP for Tier 3 support. Escalation to SAP for Tier 3 support shall include: (a) isolation, identification and reproduction of the unresolved issue reported by a Customer; (b) documentation and submission of the unresolved issue to SAP as directed by SAP; and (c) communication back to through BPO to Customer regarding any updates and assistance in implementing any resolutions received from SAP. BPO will appoint at least two system administrators ("System Administrators") who may contact SAP directly for escalations. System Administrators must be trained and certified by SAP prior to designation by BPO. Current training requirements and applicable fees are published on SAP's applicable partner portal. In addition, BPO will designate: (i) one account manager per Customer, and (ii) up to five (5) named contacts per Customer, who may access the online support portal on behalf of the applicable Customer. In general, BPO is expected to resolve the majority of the inquiries received by BPO from Customer directly, which may include, but are not limited to, "how to", feature questions, or "Service not working" issues. Without limiting SAP's right to terminate or other available remedies, upon BPO's failure to provide adequate support and upon SAP's request, the parties shall in good faith agree on an alternative solution for the provision of Tier 1 and Tier 2 support to the Customer (including resolution of the cost and expenses for such alternative solution).

6.3 Service Levels. Unless stated otherwise in the product specific Supplement Terms and Conditions for a particular Service, SAP system availability service levels for the Service are set forth in the service level agreement (standard English version) available at <http://go.sap.com/about/agreements/cloud-services.html?search=Service%20Level%20Agreement>

that is in effect as of the date SAP and BPO enter into a Service Schedule for the applicable Service for a particular order (the "Service Level Agreement"). For purposes of this Section, references to the "customer" in the Service Level Agreement means BPO.

6.4 Business Continuity and Disaster Recovery.

6.4.1 SAP will be responsible for establishing, implementing, testing, and maintaining a business continuity plan (including without limitation disaster recovery and crisis management procedures) designed to provide continuous access to, and support for, the Service. At a minimum, SAP shall (i) back up Customer Data incrementally on a daily basis and fully on a weekly basis, archive and maintain duplicate or redundant systems; and (ii) establish and follow procedures and frequency intervals for transmitting backup data and systems to SAP's backup location. Such backup storage and systems shall be located at a secure physical location other than the location of SAP's primary system(s).

6.4.2 SAP will provide its standard redundancy service at no additional charge as part of its provision of the Service, which includes the following capabilities: (i) nightly incremental/weekly full database backup to disk (and restoration of service from these backups in case of a disaster); (ii) replication to a designated remote data center; and (iii) commercially reasonable efforts to restore service from backups as soon as possible in case of a disaster resulting in loss of the data center or any other event giving rise to the loss of or damage to

Customer Data. Additional disaster recovery services are available for an additional charge. Back-up data is retained for thirty (30) days.

6.4.3 For the Employee Central Service and Employee Central Payroll Services, SAP shall maintain and provide backups for system restoration and disaster recovery with 24x7 monitoring of such Service. In the event of a disaster that results in the loss of the data center in which Customer Data is stored or comparable extended down time of the Service, SAP shall exercise commercially reasonable efforts to restore the applicable Employee Central Service or Employee Central Payroll Service from such backups and to achieve a Recovery Point Objective and a Recovery Time objective of twenty-four (24) hours. As used herein **"Recovery Point Objective"** shall mean the target age of Customer Data to be recovered from backup storage in the event of a disaster that results in the loss of the data center in which data is stored, and **"Recovery Time Objective"** shall mean the target time in which a Customer's access to the service will be restored in the event of a disaster that results in the loss of the data center from which data is stored."

6.5 SSAE Reports. Upon BPO's reasonable prior written request (at least 30 days), SAP shall provide to BPO SSAE 16 SOC II reports (or similar audit reports) for the data centers from which the Service is hosted, provided that BPO executes an additional nondisclosure agreement or other agreement as required by the third party data center provider, if any.

6.6 Processing of Personal Data.

6.6.1 BPO agrees to coordinate with the Customers for the execution of SAP's then-current CPPD Schedule, a current copy of which as of the date of this Agreement is attached to the Order Form. SAP may, in its sole discretion, update the CPPD Schedule and/or make the most current version of the CPPD Schedule available to BPO online through an SAP-designated website. BPO shall use such current version of the CPPD Schedule for the purposes described herein. For this purpose, BPO is hereby authorized to accept signed CPPD Schedule from its Customers; provided however that BPO is not authorized to negotiate and/or accept any amendments to the CPPD Schedule on behalf of SAP or any of its Affiliates.

6.6.2 BPO agrees to promptly notify SAP of any CPPD Schedule executed by a Customer and any subsequent terminations or expiration thereof and/or the terminations or expiration of SAP or its Affiliates' obligation to provide Services to such Customers.

6.6.3 At SAP's request, BPO agrees to coordinate with the Customer in the event SAP wishes to amend the CPPD Schedule or provide notice thereunder to the Customer and to obtain the Customers' necessary consents or acceptance thereto on behalf of SAP. BPO shall otherwise support SAP in this regard as SAP may reasonably request.

6.6.4 BPO shall enter into appropriate data protection agreements with its Customers as required by applicable data protection laws.

7. ORDERS

7.1 Service Schedules. Promptly following execution of a Customer Cloud Agreement, BPO shall execute with SAP a Service Schedule for each Customer subscription of the Service, and submit the Service Schedule to SAP, together with the signed CPPD Schedule, executed by the Customer ordering the Service in accordance with this Agreement. The Service Schedule shall contain all Ordering Information. Only complete Service Schedules will be processed by SAP. SAP reserves the right to reject a Service Schedule and/or the CPPD Schedule if it would result in an order that would not be in compliance with the terms of this Agreement, BPO is in violation of this Agreement, the prospective Customer is a competitor of SAP, or SAP reasonably believes that SAP's intellectual property rights may not be respected by the Customer. BPO acknowledges that it must purchase on behalf of each Customer a three year minimum subscription term to the Service. Service Schedules by BPO are non-cancelable after submission to SAP. Unless otherwise specified herein, the number of subscriptions ordered cannot be decreased prior to the end of the stated subscription term, regardless of any termination, nonpayment, nonuse or other conduct or inaction on the part of the corresponding Customer. This shall also apply in case SAP suspends access to the Service for a particular Customer for breach of the Minimum Customer Terms. Unless otherwise stated herein or in a Service Schedule, all purchases of Service subscriptions by BPO are non-cancelable and all fees are non-refundable. BPO shall have no right to withhold or reduce fees under the Agreement or set off any amount against fees owed for alleged defects in a Service. Subject to Section 8.2, following the subscription term of the applicable Service Schedule, the subscription shall automatically renew for additional one-year terms (each, as applicable, a **"Service Schedule Renewal Term"**). SAP or BPO may give the other party written notice (email acceptable) of non-renewal as follows: at least thirty (30) days prior to the end of the relevant subscription term for BPO's notice, and at least 90 days prior to the end of the relevant subscription term for SAP's notice. BPO may purchase an increase to the amount of Authorized Users (or other applicable usage metric stated in the Service Schedule) during the term of a subscription to the Service by executing an addendum or additional Service Schedule, as applicable, which shall then become an integral part of the amended Service Schedule. The term of each addendum or additional Service Schedule shall be coterminous with the then-current subscription term of the Service stated in the Service Schedule irrespective of the effective date of such addendum or additional Service Schedule, and all fees shall be prorated accordingly. Upon renewal of the Service Schedule, the renewal term for the additional Authorized Users or other usage metric added to the Service Schedule prior to renewal shall be as specified in the renewal Service Schedule.

7.2 Pricing and Payment. Pricing to BPO for the Service is set forth in the Order Form. Payments by BPO for subscription fees under Service Schedules are due annually in advance with: (i) subscription fees for the first year of a subscription term due upon the effective date of the Service Schedule unless otherwise set forth in the Service Schedule; and (ii) subscription fees for subsequent years in the term, and for any automatic Service Schedule Renewal Term (defined in Section 7.1), are invoiced annually in advance approximately sixty (60) days prior to the start of each subsequent subscription year, or the Service Schedule Renewal Term unless otherwise set forth in the Service Schedule. All such fees are due in accordance with the payment terms below. BPO will independently establish prices and terms for the BPO Services that include the Service, provided such terms include those required by the Agreement. Any price changes pursuant to Section 8.1 or the Order Form applicable to a Service Schedule Renewal Term will be reflected in the initial invoice for the Service Schedule Renewal Term.

7.3 Payment Terms. Except as otherwise provided herein or in the Order Form, amounts payable hereunder are due thirty (30) days from the date of invoice. Overdue payments shall accrue interest at SAP's discretion at 1% per month. SAP reserves the right to suspend service entirely (and/or contact delinquent Customers directly) should BPO be more than thirty (30) days past due. Fees and other charges described in the Agreement, Order Forms or Service Schedules do not include federal, state or local sales, VAT, GST, foreign withholding (including foreign income withholding), use, property, excise, service, or similar taxes (**"Tax(es)"**) now or hereafter levied, all of which shall be for BPO's account. Any applicable direct pay permits or valid tax-exempt certificates must be provided to SAP prior to the execution of the applicable Order Form. If SAP is required to pay Taxes, BPO shall reimburse SAP for such amounts. BPO hereby agrees to indemnify SAP for any Taxes and related costs, interest and penalties paid or payable by SAP.

7.4 Audits. SAP shall have the right to audit BPO's records relating to payments hereunder and compliance with the material provisions of this Agreement upon reasonable notice (not less than ten (10) business days) and under reasonable conditions. In addition, SAP shall be entitled to monitor each Customer's number of Authorized Users (or other applicable usage metric stated in the Service Schedule) regarding usage of the Service to ensure compliance with this Agreement and the applicable Service Schedule. If a Customer's number of Authorized Users (or other applicable usage metric stated in the Service Schedule) exceeds the amount permitted as set forth in the applicable Service Schedule (**"Overage"**), SAP may invoice BPO for such Overage, and BPO agrees to promptly execute an additional Service Schedule for such Overage and pay the subscription fees due in accordance with this Agreement.

8. TERM AND TERMINATION

8.1 Term and Termination. This Agreement shall become effective as of the Effective Date and remain in full force and effect for three (3) years (the "**Initial Term**"). Thereafter, this Agreement shall automatically renew for additional one-year terms (each, a "**Renewal Term**") unless either party provides at least ninety (90) days prior written notice of non-renewal. The Initial Term, together with any Renewal Terms, shall be collectively referred to as the "**Term**". Either party may terminate this Agreement for cause (i) upon thirty (30) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) immediately upon written notice if the other party becomes the subject of a bankruptcy, insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding. SAP reserves the right to change any pricing provided to BPO hereunder, to be effective as of the following Renewal Term, by giving written notice to BPO at least ninety (90) days prior to the expiration of the then-current Term.

8.2 Effect of Termination of this Agreement. If this Agreement is expired or terminated other than due to a termination by SAP in accordance with Section 8.1, those Service subscriptions under Service Schedules that were still valid at the point in time that this Agreement is terminated will not automatically be terminated, unless BPO notifies SAP otherwise in writing, but will remain in place and SAP will grant BPO a wind-down period of up to three (3) years after the termination date ("**Wind-Down Period**"). During the Wind-Down period, the terms and conditions of this Agreement and any other part of this Agreement will apply analogously, except as follows: (a) the subscription term for a Service will not be automatically extended if the renewal term for such Service would end later than the date falling three years after the date of the termination or expiration of this Agreement; (b) BPO may order an increase to Authorized Users or other applicable usage metric as set forth in this Agreement for those Services that were still valid at the point in time this Agreement was terminated but may not execute any new Service Schedule for Services; and (c) notwithstanding the foregoing, SAP may designate that a subscription term for any Service supplied to SAP by a third party may not renew during the Wind-Down Period. In the event the Agreement is terminated due to BPO's material breach, then SAP may elect for the Agreement to continue as described in this Section 8.2 above or SAP may terminate the applicable Service Schedule(s) and approach the Customer directly about commencing a direct relationship solely for the Service with SAP or transfer the relationship to another SAP partner. Termination or expiration of this Agreement shall not relieve BPO of its outstanding payment obligations existing at the time of such termination or expiration. In addition, any other terms of this Agreement which by their nature extend beyond the expiration or termination of this Agreement remain in effect until fulfilled, including, but not limited to Sections 1, 8.2, 8.3, 8.4, 11, 12, 13, and 16 as they may apply to such other extended terms.

8.3 Deactivation of a Service. Notwithstanding SAP's right to terminate as set forth in Section 8.1 above, SAP may, in its reasonable determination, deactivate BPO and any Customer's user name(s) and password(s) and/or temporarily suspend access to the Service or a portion thereof, if and to the extent SAP can substantiate that the continued use of the Service by BPO, such Customer(s) or its Authorized Users may result in harm to the Service (including the security of the systems used to provide the Service) or other SAP customers, or the rights of third parties, upon prior written notice to BPO as the circumstances permit. SAP shall limit the temporary suspension in time and scope as reasonably required.

8.4 Export and Retrieval of Customer Data. If BPO and/or a Customer requires access to a Service to export and retrieve Customer Data after the effective date of termination or expiration of a Service Schedule (either while this Agreement is in effect or after its expiration or termination), BPO may extend the applicable subscription term for the Service for up to ninety (90) days by notifying SAP at least (30) days prior to the effective date of termination or expiration and paying subscription fees for such extension, if applicable. Subscription fees for such extension, if applicable, shall be calculated as a monthly proration of the annual fees in effect for the Service(s) immediately preceding termination or expiration. Subject to the foregoing, SAP shall have no obligation to maintain or provide any Customer Data. At BPO's request upon termination or expiration of a Service Schedule, SAP shall, within a reasonable time period, remove, delete, purge, overwrite or otherwise render inaccessible all Customer Data still remaining on the servers used to host the Service to the extent possible based on the then-current technology available within the Service, unless and to the extent applicable laws and regulations require further retention of such data.

9. REPRESENTATIONS AND WARRANTIES

9.1 SAP. SAP warrants that the Service will substantially conform to the specifications stated in the Documentation during the applicable subscription term for such Service. BPO shall provide SAP with prompt written notice of any such non-conformity within ninety (90) days of BPO's or the Customer's discovery of the non-conformity. The foregoing warranty shall not apply to the extent: (i) the Service is not used in accordance with this Agreement, the Cloud GTC and/or any Documentation; (ii) the non-conformity is caused by the BPO Service, any third party services, content or products accessed through the Service that are identified as third party products, content or service, or any modifications, configurations, customizations or implementations to or for the Service performed by BPO or any other party other than SAP; or (iii) to free (no fee) or trial licenses of the Service, including any no fee Demo Instances or Test Instances. BPO's sole and exclusive remedy, and SAP's entire liability, for breach of the limited warranty described in this Section 9.1 shall be correction of the warranted non-conforming Service, or if SAP fails to correct the non-conformity after using reasonable commercial efforts, SAP may terminate access to the non-conforming Service for the affected Service Schedules and refund the subscription fees paid by BPO for such Service (as identified in affected Service Schedules) for the remainder of the subscription term starting on the date the non-conformity was reported to SAP.

9.2 BPO. BPO represents and warrants that (i) it will provide any implementation and configuration and all support services to Customers for the Service in a professional and workmanlike manner consistent with reasonably applicable general industry standard and practices and with personnel reasonably skilled to perform such services, (ii) it has all rights necessary to provide the Customer Data to SAP for use as contemplated herein, and (iii) it shall not make marketing statements, offers or representations or warranties about the Service that are untruthful or inconsistent with the Documentation.

9.3 Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, BOTH PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR RESULTS TO BE DERIVED FROM THE USE OF OR INTEGRATION OF THE BPO SERVICE WITH THE SERVICE. SAP DOES NOT WARRANT THAT THE SERVICES OR ANY CLOUD MATERIALS WILL BE UNINTERRUPTED OR ERROR FREE.

10. GRANT OF RIGHTS

10.1 Trademark License

10.1.1 Except as otherwise provided in Section 10.1.2 below, nothing in this Agreement grants BPO the right to use or display any Trademarks. BPO shall not remove, delete or in any manner alter the Trademarks or other Intellectual Property Rights notices of SAP, SAP Affiliates and SAP's suppliers, if any, appearing on the SAP Cloud Solutions, Documentation, Cloud Materials, sales, marketing, or training materials or any other materials as delivered to BPO by SAP. SAP shall have the sole and exclusive right to protect and defend the Trademarks, at its sole cost and expense. BPO shall reasonably cooperate with SAP, at SAP's expense, in the defense and protection of the Trademarks, and shall promptly advise SAP of the use of any mark infringing any of the SAP Trademarks of which it has knowledge.

10.1.2 SAP grants to BPO during the term of the Agreement a revocable, nonexclusive, nontransferable license to use the appropriate SAP partner logo provided by SAP to BPO in the then-current SAP Branding Guide in the Territory in accordance with the terms of this Section 10.1 solely as necessary to market the BPO Service to potential customers in the Territory as set forth in this Agreement. This license to use the SAP partner logo includes the right to use the SAP corporate logo as part of the SAP partner logo (hereinafter "**SAP**

Logo Trademarks”). BPO is not permitted to grant sublicenses to SAP Logo Trademarks. When using SAP Logo Trademarks, BPO must adhere to all requirements and obligations of the then-current SAP Branding Guide.

10.1.3 BPO shall not contest the validity of the SAP Trademarks or support the contesting of its validity and shall not derive any right against SAP through its permitted use of SAP Logo Trademarks. In its use of SAP Logo Trademarks, BPO shall indicate that the SAP Logo Trademarks are registered by and for SAP. In this context BPO acknowledges that SAP AG or its applicable Group Company, as the case may be, is the sole owner of rights in the SAP Trademarks. All use of any Trademarks by BPO shall inure to the sole benefit of SAP. BPO undertakes to make all those declarations and provide all those documents for the benefit of SAP as SAP or SAP AG may require in the prosecution of its rights in the SAP Trademarks. All advertising and sales material used by BPO for the SAP Cloud Solutions must bear the notices prescribed by SAP or its Affiliates concerning trademarks and other identifying marks. BPO shall not register SAP's and/or SAP AG's name (or any domain name or trademark) or SAP AG's logo (or any names, logos, domain names or trademarks which are confusingly similar to any of them) for itself or permit third parties to use or otherwise exploit SAP's and/or SAP AG's name, domain name, logo or trademark (or any name, logo, trademark or domain name which are confusingly similar to any of them). BPO must, at SAP's choice, either transfer any rights regarding such name, logos, trademarks and domain names to SAP as soon as they arise or permit SAP to exploit them.

10.1.4 BPO shall provide samples of its advertising copy and sales literature, in their original language and in English, as applicable, upon SAP's request. SAP reserves the right to review and approve all uses of SAP's Trademarks in BPO's advertising and promotion of the SAP Cloud Solutions, prior to use. Such approval will not limit BPO's obligation to comply with all applicable laws and will not be deemed an endorsement or approval of any advertising content. BPO shall make no representations regarding the SAP Cloud Solutions except as consistent with SAP's own promotional and technical materials or as SAP may otherwise provide or approve in writing.

10.2 Cobranding. Upon written notice to SAP, BPO may co-brand the Service as part of the BPO Service, subject to (i) technical limitations; (ii) and the availability and use of templates made available by SAP through the Service and following SAP's then-current procedures and requirements for co-branding, including without limitation any specifications and requirements set forth in the then-current SAP Branding Guide or Trademark guidelines; and (iii) the restrictions set forth in this Agreement. In connection with any co-branding, BPO shall not rebrand the Service or remove any Trademarks or copyright notices from the SAP Cloud Solutions or the Service without SAP's prior written consent, which SAP may grant or deny in its sole discretion, except as otherwise set forth in the then-current SAP Branding Guide.

10.3 Feedback; Cloud Materials. BPO hereby grants SAP a royalty-free, fully paid-up, nonexclusive, perpetual, irrevocable, worldwide, transferable (only to a successor in interest by way of merger, reorganization or sale of all or substantially all assets or equity), sublicensable license to use, copy, modify or distribute, including by incorporating into the Service, any suggestions, enhancement requests, recommendations or other feedback provided by BPO relating to the operation of the Service. SAP retains all right, title and interest in and to any Cloud Materials, provided, however, that SAP hereby grants BPO a royalty-free, fully paid-up, nonexclusive, perpetual, irrevocable, worldwide, transferable (only to a successor in interest by way of merger, reorganization or sale of all or substantially all assets or equity), sublicensable license to use, copy, modify or distribute the Cloud Materials solely to provide the Service to Customers as part of the BPO Services.

10.4 Ownership. As between the parties, SAP owns and retains all right, title and interest in and to the SAP Cloud Solutions (including the Service), the Documentation, the Sales Materials, SAP's Trademarks and SAP's Confidential Information. As between the parties, BPO owns and retains all right, title and interest in and to BPO's Confidential Information.

11. CONFIDENTIALITY

11.1 Confidential Information shall not be used or reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the other party shall remain the property of the Disclosing Party and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the other, 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 individuals whose access is necessary to enable it to exercise its rights and/or perform its obligations hereunder and who are under obligations of confidentiality substantially similar to those set forth herein. 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.

11.2 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.

11.3 BPO shall not disclose the terms and conditions of this Agreement or the pricing contained herein 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 BPO agrees that SAP may use BPO's name in customer or partner 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 BPO's business.

12. THIRD PARTY CLAIMS

12.1 SAP Obligations.

12.1.1 SAP shall defend (at its sole expense) BPO and its Affiliates against claims brought against BPO by any third party owner of the Intellectual Property Rights giving rise to the claim alleging that BPO or its Customer's use of the Service, in accordance with the terms and conditions of this Agreement and the applicable Service Schedules, constitutes a direct infringement or misappropriation of a patent claim(s), copyright or trade secret rights. SAP will pay damages finally awarded against BPO (or the amount of any settlement SAP enters into) with respect to such claims. This obligation of SAP shall not apply if the alleged infringement or misappropriation results from use of the Service in conjunction with any other software or service (including BPO Service) if such claim could have been avoided without such use, or unlicensed activities or use of the Service in violation of this Agreement or to free (no fee) or trial licenses of the Service including any no fee Demo Instances or Test Instances.

12.1.2 In the event a claim under Section 12.1.1 is made or alleged or in SAP's reasonable opinion is likely to be made or be alleged, SAP may, at its sole option and expense: (i) procure for BPO and its Customers the right to continue using the Service under the terms of this Agreement; or (ii) replace or modify the Service to be non-infringing without material decrease in functionality. If the foregoing options are not reasonably available, SAP may terminate this Agreement and refund to BPO all prepaid fees for the remainder of its term after the date of termination.

12.2 BPO Obligations. BPO shall defend (at its sole expense) SAP and its Affiliates against claims brought against SAP or its Affiliates by any third party arising from or related to (i) any use of the Service by BPO or its Customers in violation of any applicable law or regulation; (ii) an allegation that BPO or Customer Data or BPO's or its Customer's use of the Service violates, infringes or misappropriates the rights of a third

party; (iii) BPO's representations not authorized by SAP; (iv) BPO or its Affiliates' breach of this Agreement, including but not limited to, any breach or violation of applicable export laws or regulations, or action in excess of BPO's authority hereunder or BPO's failure to comply with the Customer licensing requirements set forth in this Agreement; (v) any agreement between BPO and its distributors, resellers or Customers; (vi) a claim that any BPO Service infringes, misappropriates or violates any patent, copyright or trademark of any third party or BPO's combining (or its authorizing others to combine) the Service with any products or service not provided by SAP; (vii) a third party's assertion that BPO acted as SAP's agent or otherwise on its behalf Customer; or (viii) any Customer claim brought against SAP in connection with or arising out of the Services or this Agreement that are not the subject of SAP's obligations set forth in Section 12.1. BPO will pay damages finally awarded against SAP and its Affiliates (or the amount of any settlement BPO enters into) with respect to such claims, and will pay reasonable attorney's fees in connection with such defense. The foregoing shall apply regardless of whether such damage is caused by the conduct of BPO, its resellers, distributors, agents or its Customers and/or their respective Authorized Users or by the conduct of a third party using BPO or Customers' access credentials.

12.3 The obligations under this Section 12 are conditioned on (a) the party against whom a third party claim is brought timely notifying the other party in writing of any such claim, provided however that a party's failure to provide or delay in providing such notice shall not relieve a party of its obligations under this Section 12 except to the extent such failure or delay prejudices the defense; (b) the party who is obligated hereunder to defend a claim having the right to fully control the defense of such claim; and (c) the party against whom a third party claim is brought reasonably cooperating in the defense of such claim. Any settlement of any claim shall not include a financial or specific performance obligation on or admission of liability by the party against whom the claim is brought, provided however that SAP may settle any claim on a basis requiring SAP to substitute for the Service any alternative substantially equivalent non-infringing services. The party against whom a third party claim is brought may appear, at its own expense, through counsel reasonably acceptable to the party obligated to defend claims hereunder. Neither party shall undertake any action in response to any infringement or misappropriation, or alleged infringement or misappropriation, that is prejudicial to the other party's rights.

12.4 THE PROVISIONS OF THIS SECTION 12 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF THE PARTIES, THEIR AFFILIATES AND THEIR LICENSORS TO THE OTHER PARTY, AND IS THE OTHER PARTY'S SOLE REMEDY WITH RESPECT TO THIRD PARTY CLAIMS COVERED HEREUNDER AND FOR THE INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

13. LIMITATIONS OF LIABILITY. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EXCEPT FOR DAMAGES RESULTING FROM UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION AND SAP'S RIGHT TO COLLECT UNPAID FEES, UNDER NO CIRCUMSTANCES AND REGARDLESS OF THE NATURE OF ANY CLAIM SHALL EITHER SAP (OR ITS AFFILIATES OR SAP'S LICENSORS) BE LIABLE TO BPO, ANY CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE FEES PAID FOR THE APPLICABLE SERVICE IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE INCIDENT GIVING RISE TO LIABILITY AND UNDER NO CIRCUMSTANCES IN THE AGGREGATE FOR ALL CLAIMS TO EXCEED THE AMOUNT PAID TO SAP DURING THE TERM OF THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL SAP, ITS AFFILIATES OR SAP'S LICENSORS BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

14. IMPORT AND EXPORT CONTROLS

14.1 BPO is responsible for complying with all applicable regulations restricting import, export, re-export, transfer or release to certain entities or destinations ("**Export Regulations**"). The Services, Documentation and other Cloud Materials are subject to the export control laws of various countries, including without limit the laws of Ireland, United States, the EU and Germany.

14.2 BPO agrees that it will not submit the Services, Documentation or Cloud Materials to any government agency for licensing consideration or other regulatory approval without the prior written consent of SAP and will not export, re-export or import any of the same to countries, persons or entities prohibited by any applicable export law. BPO will take all necessary actions and precautions to ensure that Customer (and any permitted distributor or reseller, if any) complies with the export regulations.

14.3 If SAP makes available any Service, Documentation or Cloud Materials directly to BPO and/or Customers, BPO will support SAP in obtaining any required authorization and/or approval from the competent authorities by providing information and/or declarations (e.g., Customer certificates) as may be requested by SAP. BPO acknowledges that the availability of the Services, Documentation and Cloud 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 of the same, and/or impact SAP's ability to provide Support to BPO.

14.4 For BPO's provision of the Service as part of the BPO Service to any Customer, it is BPO's sole responsibility to obtain any required authorization and/or approval from the competent authorities to comply with any applicable Export Regulations. SAP assumes no responsibility or liability for BPO's failure to obtain any such required authorization or approval. BPO acknowledges that in case SAP delivers any Service, Documentation or Cloud Materials directly to Customers, Section 14.3 above applies especially, without limitation, regarding the provision of Support. SAP will, upon BPO's reasonable request, provide any required export information regarding any Service, Documentation or Cloud Materials originally provided by SAP to BPO.

15. BPO'S COMPLIANCE OBLIGATIONS

15.1 BPO shall conduct operations in compliance with applicable laws, rules and regulations in exercising its rights and obligations under this Agreement. Laws may include but not be limited to the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and local anticorruption legislation that may apply. BPO shall comply with SAP's Partner Code of Conduct, or its own code of conduct if comparable standards are established. BPO confirms that it is not listed by any government agency as debarred, suspended, or proposed for suspension or debarment or otherwise determined to be ineligible for government procurement programs.

15.2 In exercising rights and obligations under this Agreement, BPO and anyone acting on BPO's behalf shall not make, offer, promise or authorize payment of anything of value directly or indirectly to any of the following Prohibited Parties for the purpose of unlawfully influencing their acts or decisions:

- Employees, consultants, or representatives of the Customer or prospective Customer,
- Government officials or employees,
- Political party officials or candidates,
- Officers or employees of any public international organization,
- Immediate family member of such persons (or any other person) for the benefit of such persons

Business entertainment conducted for the fulfilment of this Agreement must be appropriate, transparent, compliant with policies of the guest's company, and absent of any appearance of an attempt to influence business decisions.

15.3 BPO shall only have rights to delegate its obligations under this Agreement to subcontractors if expressly permitted under this Agreement. BPO shall require all subcontractors to agree in writing to terms substantially similar to this Section 11. BPO must obtain Licensor's prior written consent before paying any third party a commission, finder's fee, referral fee, success fee, or any similar payment for activities for purposes of securing business on behalf of SAP under this Agreement, except pursuant to BPO's standard partner programs.

15.4 BPO shall not obtain on SAP's behalf or provide to SAP or its Affiliates 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.

16. MISCELLANEOUS

16.1 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.

16.2 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.

16.3 This Agreement (or any Service Schedule) may be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one instrument. Signatures sent by electronic means (facsimile or scanned and sent via e-mail, or signed by electronic signature service where legally permitted) shall be deemed original signatures.

16.4 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 State of California, without reference to its conflicts of law principles. 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.

16.5 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 or BPO at the address first set forth in this Agreement above. Where in this Section 16.5 or elsewhere in this Agreement, a written form is required, except for notification of any notice of termination or notice of a material breach, that requirement can be met by facsimile transmission, exchange of letters or other written form, including email.

16.6 Any delay or non-performance 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.

16.7 This Agreement constitutes the complete and exclusive statement of the agreement between SAP and BPO related to the subject matter herein, 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 BPO to SAP.

16.8 This Agreement may be assigned by SAP to any entity which assumes its obligations or acquires ownership of or the right to use and license the SAP Cloud Solutions. BPO may not assign, transfer, delegate or subcontract this Agreement, nor any right or obligation hereunder, by operation of law or otherwise, in whole or in part, without SAP's prior written consent. Due to the importance of BPO's ownership and management, a Change of Control of BPO shall be deemed an assignment of this Agreement. "**Change of Control**" of BPO shall mean a transaction or series of transactions (i) pursuant to which Control of BPO is acquired by persons or entities other than those who Control BPO on the Effective Date of this Agreement, or (ii) resulting in the sale of all or substantially all of BPO's assets or all or substantially all of BPO's assets utilizing the Service. 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. BPO shall provide to SAP written notice at least sixty (60) days prior to any proposed assignment or transfer. Any attempted assignment or transfer of this Agreement in violation of this Section is void.

16.9 Neither party shall engage in any publicity regarding this relationship, including by means of press releases, advertising or other means, without the other party's prior written consent.

16.10 The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship.

16.11 All rights or licenses not expressly granted in this Agreement are reserved by the owner of such rights.

16.12 Any dispute or issue arising hereunder shall be escalated in accordance with SAP's standard governance model (to which BPO shall add its own escalation path).

16.13 SAP typically sends its customers information regarding new SAP products and services and other marketing communications unless such customer opts out of receiving such communications. BPO acknowledges that unless it notifies SAP in writing that a particular Customer wishes to opt-out, Customers will receive such marketing communications. BPO understands that even if a Customer opts out, system messages and other communications relating to the operation of the Service will still be provided through the Service.

16.14 The following order of precedence shall be applied in the event of conflict or inconsistency between the components of this Agreement: (i) the Service Schedule(s); (ii) the Order Form; (iii) the schedules, product supplements, exhibits and appendices included with or referenced by the Order Form; (iv) and the terms and conditions set forth above.

EXHIBIT 1 – SERVICE SCHEDULE TEMPLATE

**SERVICE SCHEDULE (“Service Schedule”)
(SAP Opportunity # _____)
to the
**CLOUD SERVICES AGREEMENT
FOR BUSINESS PROCESS OUTSOURCING****

effective _____, 20__ (“Service Schedule Effective Date”)

between: SuccessFactors, Inc., One Tower Place Suite 1100, South San Francisco, CA 94080, U.S.A. (“SAP”)
and: BPO Name, Legal Form, Address, (“BPO”)

SAP and BPO agree that this Service Schedule is a binding agreement for the Service listed in the listed in the Service description below, governed by the BPO Order Form No. [] (“BPO Order Form”) and the SAP Cloud Services Master Agreement for Business Process Outsourcing (“BPO Agreement”) between the parties, the product specific Supplemental Terms and Conditions for the Service (“Supplemental Terms”) and all exhibits, schedules or other addenda or documents attached to or referenced by the BPO Order Form, BPO Agreement or the Supplemental Terms, all of which are made a part hereof and collectively are referred to herein as the “Agreement”. All defined terms in this Service Schedule shall have the same meaning as set forth in the Agreement.

This Service Schedule shall be in effect for a period of three years from the Service Schedule Effective Date.

SAP shall invoice BPO upon the Service Schedule Effective Date. The fees shall be paid by BPO annually in advance based upon the Service Schedule Effective Date, unless otherwise set forth in the Service description, and in accordance with the Agreement.

The following information must be provided prior to BPO obtaining access to the Service:

End Customer Name:	
End Customer Address	
Address for receipt of Services (if left blank, defaults to Sold to Address):	
BPO Billing Contact: (name and email)	
BPO Billing Address:	
BPO IT Contact: (name and email)	
Account Manager:	
PO# (if applicable)	
Service Ordered and Minimum User Count	See Service description below
Description of BPO Service to be provided by BPO	

Service Description:

Period 1 from _____ to _____.

SAP cloud service	Usage metric	Usage metric limitation	Product start date	Product end date	Total fee in USD

Period 2 from _____ to _____.

SAP cloud service	Usage metric	Usage metric limitation	Product start date	Product end date	Total fee in USD

Period 3 from _____ to _____.

SAP cloud service	Usage metric	Usage metric limitation	Product start date	Product end date	Total fee in USD

Accepted by:

SuccessFactors, Inc.

Authorize Signature: _____

Name: _____

Title: _____

Date: _____

Accepted by:

("BPO") _____

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 2

IMPLEMENTATION SERVICES REQUIREMENTS

A. Implementation requirements applicable to Service

- 1. Consultant Training Course ("CT Course").** CT Courses are either online or multi-day live courses designed to provide BPO consultants who will be directly implementing the Service for Customers with a working knowledge of the various modules comprising the Service. Each course may cover one or more modules. It is expected that upon completion, active course participants will be able to function at the level of an entry-level SAP implementation consultant. The success of a consultant's CT Course experience depends on many factors, including the consultant's prior experience and participation level. Completion of a CT Course is no guarantee of implementation capability. Implementation skill will come about only with actual project experience and continued learning. SAP may at its sole discretion change the content and format of the CT Courses.
- 2. Fees.** Fees vary from course to course, so BPO should review the fees for any given CT Course before registering participants. Fees will be billed upon registration and are due by the start of the course.
- 3. PROVIDER Consultant Training.** At least two BPO consultants must complete a CT Course covering at least the Performance Management module within sixty (60) days of the Effective Date. Fees for the CT Courses are the responsibility of BPO.
- 4. Ongoing Training.** CT Course completion is only valid for the specific SAP Cloud Solution modules covered in a given CT Course. In light of the Service release schedule, it may periodically reasonably require that BPO consultants undergo additional training.
- 5. Implementation Quality.** Only BPO consultants who have successfully completed a CT Course covering a specific module may attempt to implement such module for a Customer. BPO agrees to make good faith efforts to train in advance, via participation of consultants in the CT Courses, sufficient numbers of consultants to handle anticipated future growth in BPO's SAP-related consulting business. BPO agrees to maintain high professional and implementation quality standards and to promptly inform SAP of any difficulties in implementation engagements. SAP has the right, in its reasonable judgment, to require that Provider replace a consultant who is not adequately trained or otherwise not performing satisfactorily on an engagement with a reasonably acceptable replacement consultant.
- 6. Certified Consultants.** SAP may at its sole discretion introduce a certified consultant or similar credential. SAP anticipates that any such credential would be specific to an individual. CT Course completion will be a requirement for achieving such a credential. However, it is likely that there will be additional requirements, such as testing, successful project completion, and ongoing training, for gaining and maintaining this credential. If and when such a program is launched, SAP will provide BPO with details.