

END USER LICENSE AGREEMENT

Please scroll down and read the following end user license agreement carefully. This is a legally binding agreement ("Agreement") between Company and SAP SE which provides the terms of your use of the SAP mobile application ("Software"). By clicking "I Accept" or by installing and/or using the Software, you on behalf of the Company are agreeing to all of the terms and conditions stated in this Agreement. If you do not agree to these terms, do not click "agree", and do not use the Software. You represent and warrant that you have the authority to bind the Company to the terms of this Agreement

1. **Definitions:** "SAP" refers to SAP SE, for and on behalf of itself and its subsidiaries and affiliates as defined in Section 15 German Stock Corporation Act. "Company" refers to the entity with which you are employed, affiliated or associated and that wishes to use the Software. "Microsoft" refers to Microsoft, Inc. and its majority owned affiliates. "You" or "you" refers to the individual that accepts the terms of this Agreement on behalf of Company.
2. **Supported Devices:** The Software supports certain mobile devices running Microsoft operating system software, and data networks such as 3G, EDGE and WiFi, and enables users to access SAP Backend Standard Software ("SAP Standard Software") for use of specifically enabled business processes through such Microsoft mobile devices.
3. **License:** Subject to the terms, conditions and limitations stated in this Agreement, the SAP Store Terms of Use and the Microsoft App Store Terms of Service, as applicable, SAP grants you a , non-exclusive, non-transferable, non-sublicensable, revocable, limited license to run the Software on Company's device running Microsoft operating system solely for the purpose of using the Software to access *SAP Standard Software* that Company has licensed or has the right to use under a separate license agreement with either an SAP entity or an authorized SAP reselling partner and only during the term of such agreement. For the avoidance of doubt, this Agreement does not include a license for *SAP Standard Software*. You are not permitted to use the Software for any purpose other than as expressly permitted under this Agreement. All regulations – if applicable – of the aforementioned *SAP Standard Software* license agreement shall apply to use/access of *SAP Standard Software* through the Software. SAP may audit your and Company's use of the Software. You may only use the Software on your mobile device, and may not transfer the Software to another mobile device. You shall use the Software only in a manner consistent with this Agreement and the documentation (the "Documentation") which SAP may provide, in its sole discretion, in electronic and/or printed form with the Software and which can be found under <http://service.sap.com> .
4. **Intellectual Property:** SAP retains all ownership and intellectual property rights in the Software. You shall, and shall ensure that others do not: a) remove or modify any marks or proprietary notices of SAP, b) provide or make the Software available to any third party, c) use the Software to provide third party training for SAP products, d) assign this Agreement or give or transfer the Software or an interest in them to another individual or entity, e) decompile, disassemble or reverse engineer (except to the extent permitted by applicable law) the Software, f) create derivative works of or based on the Software or g) use any SAP name, trademark or logo.
5. **User Content:**
 - a) "User Content" means any communications, images, and all the material, data, and information that Company uploads or transmits through Software, or that other users upload or transmit.
 - b) Company hereby grants SAP a perpetual and irrevocable, worldwide, fully paid-up and royalty free, non-exclusive, unlimited license, including the right to sublicense and assign to third parties, and right to store, use, copy, reproduce, fix, adapt, modify, improve, translate, reformat, create derivative works from, process, analyze, manufacture, introduce into circulation, commercialize, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, communicate to the public by telecommunication, display, perform, enter into computer memory, and use and practice, in any way now known or in the future discovered, Company's User Content as well as all modified and derivative works thereof.
 - c) By transmitting or submitting any User Content while using the Software, Company affirms, represents and warrants that such transmission or submission is (i) accurate; (ii) not in violation of any laws, contractual restrictions or other third party rights, and that Company has permission from any third party whose information or intellectual property is comprised in the User Content; and (iii) free of viruses, adware, spyware, worms or other malicious code.
 - d) Company acknowledges and agrees that any of Company's personal information within such content will at all times be processed by SAP in accordance with its Privacy Policy (<http://www.sap.com/corporate-en/our-company/legal/privacy.epx>).
6. **Warranty:** As there is no charge for the license of the Software hereunder, You are not entitled to the elimination of any defects or to subsequent delivery of Software. SAP will compensate for loss or wasted anticipatory expenditure arising out of defects subject to the limitation of liability in section 7 herein.
7. **Liability:**
 - 7.1. SAP is liable for damages or wasted anticipatory expenditures, in tort or otherwise, only (a) under German product liability legislation, (b) for SAP's gross negligence or intent, (c) for absence of an expressly assured or guaranteed quality, or (d) for personal injury.
 - 7.2. Where SAP is liable for grossly negligent acts of its employees who are not directors or officers of SAP, SAP's total liability for damages is limited to that liability and to not more than the quantum of loss that SAP ought, in the light of its knowledge of circumstances at the time this License Agreement was made, to have foreseen as typical in connection with provision and licensed use of Software.
 - 7.3. Where SAP is liable under section 7.2, it is not liable for indirect loss, consequential damages, or loss of profit.
 - 7.4. SAP and Licensee agree that the typical foreseeable quantum of loss cannot exceed €50,000 in any case.
 - 7.5. Licensee undertakes to take appropriate steps to safeguard its data and programs, including without limitation making backup copies not less frequently than is recommended by SAP. Notwithstanding the other limitations of this section 7, SAP is not liable for the loss of data and its recreation, in so far as this would have been avoidable through observance of this obligation.
 - 7.6. The benefit of exclusions and limitations in this section 7 also extends to claims of Customer against employees, contractors, and agents of SAP.
8. **Indemnification:** SAP will defend at its own expense any legal proceeding brought against Company, to the extent that such proceeding is based on a claim that the use of the Software as permitted under this Agreement represents an infringement or misappropriation of a third party's copyright, patent, or a trade secret, and will pay all damages and costs awarded by a court of final appeal attributable to such claim; provided, however, that Company: a) provide notice of the claim promptly to SAP (but no later than one (1) month after Company received notice of the claim), b) give SAP sole control of the defense and settlement of the claim, provided that Company, at Company's option and expense, may also be represented in the legal proceeding by independent counsel, c) provides to SAP, at SAP's expense, all commercially reasonable information, assistance and authority to defend such claim and d) have not compromised or settled such proceeding without SAP's prior written consent. SAP shall have no liability for any infringement or claim which results from the use of the Software provided hereunder in combination with any equipment, software or data not provided or approved by SAP. This section states the entire liability of SAP with respect to the indemnification of any intellectual property right infringement hereunder and there shall be no additional liability with respect to any alleged or proven infringement. Section 6 shall apply accordingly.
9. **Export:** The Software is subject to German, EU and US export control regulations. Company confirms that: a) Company will not use the Software for, and will not allow the Software to be used for, any purposes prohibited by German, EU and US law, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction, b) Company is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, c) you are not a citizen, national or resident of, and are not under the control of, the government of: Cuba, Iran, Sudan, Iraq, North Korea, Syria, nor any other country to which the United States has prohibited export, d) Company will not download or otherwise export or re-export the Software, directly or indirectly, neither to the above-mentioned countries nor to citizens, nationals or residents of those countries, e) you are not listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor listed on the United States Department of Commerce Table of Denial Orders or any other U.S. government list of prohibited or

restricted parties and f) Company will not download or otherwise export or re-export the Software, directly or indirectly, to persons on the above-mentioned lists.

10. **Support:** SAP is solely responsible for providing, and Microsoft has no obligation to provide, maintenance and support for the Software. SAP may offer support for the Software – at its sole discretion – by e.g. provisioning of updates, patches, bug fixes and new versions via the Microsoft App Store according to SAP then current existing support offerings. In the event SAP provides such support via the WindowsPhone Marketplace, the timely availability of this support is dependent on Microsoft cooperation in due time for which SAP is not responsible.
11. **Data Protection:**

SAP and Company must comply with the provisions of the law of data protection. Where SAP is granted access (for example, for remote maintenance) to hardware and software that Company uses, it is not the intention that SAP process or use personal data for business purposes. Rather, transfer of personal data will only take place in exceptional circumstances, as an incidental effect of SAP's performing its contractual duties. If in the course of contract maintenance SAP stores, processes, or uses personal data, it will comply with Company's instructions in that respect. Additional remuneration is payable by Company to the extent such instructions require goods, works, or services not included in the contract. SAP and Company must implement the technical and organizational measures required by the German Federal Data Protection Act, section 9 and the schedule thereto, to protect personal data from misuse. SAP will deploy on work involving the processing of personal data only personnel bound to data secrecy in the meaning of the German Federal Data Protection Act, section 5. SAP will bind to the applicable provisions of the law of data protection any subcontractor with access to personal data. If the subcontractor is not domiciled in the European Union (EU), SAP will take steps to achieve a level of data protection that is appropriate in accordance with EU data protection requirements. Company must ensure that all legal requirements on your part are met so that SAP can perform its contractual services without infringing the law. Company acknowledges and agrees that any of Company's personal information will at all times be processed by SAP in accordance with its Privacy Policy (<http://www.sap.com/corporate-en/our-company/legal/privacy.epx>).
12. **Term and Termination:**

Company may terminate this Agreement by destroying all copies of the Software on Company's Microsoft mobile device. SAP shall be entitled to terminate Company's licenses to use the Software if Company or you fail to comply with any of the terms of this Agreement. This Agreement terminates automatically upon termination or expiration of the *SAP Standard Software* agreement between Company and either the respective SAP entity or the authorized SAP reselling partner. In case of termination or expiration of this Agreement, Company must destroy all copies of the Software on Company's Microsoft mobile devices.
13. **Law/Venue:**

German law applies exclusively to all claims in contract, in tort or otherwise, and the UN sales laws convention is excluded. If You are a merchant within the meaning of the German Commercial Code (HGB), section 1, or a public-law juristic person or special fund, the sole place of jurisdiction for all differences arising out of or in connection with the Software Agreement shall be Karlsruhe.
14. **Third Party Product License Terms**
 - 14.1 Google Mobile Maps Service ("GMM Service"). In case the Software accesses the GMM Service through a Google Maps API, Company's use of the GMM Service is subject to Google's Terms of Use which are set forth on: http://www.google.com/intl/en_ALL/help/terms_maps.html. If Company does not accept such Google Terms of Use, including, but not limited to all limitations and restrictions therein, you or Company may not use the GMM Service in the Software. Company acknowledges and agrees that use of the GMM Service in or through the Software will constitute Company's acceptance of Google's Terms of Use. Company's usage of GMM Service within the Software can be terminated by SAP without stating any reason at any time. In that case SAP is not required to provide an equivalent service via another provider. Company is not entitled to seek any damages thereof.
 - 14.2 Bing Maps Service ("BM Service"). In case the Software accesses the BM Service through a Bing Maps API, Company's use of the BM Service is subject to Microsoft's Terms of Use which are set forth on: <http://www.microsoft.com/maps/assets/docs/terms.aspx#1>. If Company does not accept such Microsoft Terms of Use, including, but not limited to all limitations and restrictions therein, you or Company may not use the BM Service in the Software. Company acknowledges and agrees that use of the BM Service in or through the Software will constitute Company's acceptance of Microsoft's Terms of Use. Company's usage of BM Service within the Software can be terminated by SAP without stating any reason at any time. In that case SAP is not required to provide an equivalent service via another provider. Company is not entitled to seek any damages thereof.
15. **Miscellaneous**

This Agreement is the complete Agreement for the Software licensed (including reference to information/documentation contained in a URL). This Agreement supersedes all prior or contemporaneous agreements or representations with regards to the subject matter of this Agreement. If any term of this Agreement is found to be invalid or unenforceable, the surviving provisions shall remain effective. SAP's failure to enforce any right or provisions stipulated in this Agreement will not constitute a waiver of such provision, or any other provision of this Agreement. Company and SAP agree that: (a) this Agreement is between SAP and Company, and that Microsoft is not a party to this Agreement; (b) that SAP is solely responsible for the Software and the content thereof; (c) that Microsoft, and Microsoft's subsidiaries, are third party beneficiaries of this Agreement, and d) Microsoft will have the right (and will be deemed to have accepted the right) to enforce this Agreement against Company as a third party beneficiary hereof, but only if Company accepts the terms of this Agreement as outlined above.
16. **Contact**

If you have any questions or support-issues with regards to the Software please refer to our help portal: <http://service.sap.com>