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End User License Agreement

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1 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. "Third Party App Store" refers to the respective offering by a third party which operates an online marketplace for distribution of mobile applications. "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, and data networks such as 3G, EDGE and WiFi, and enables users to access SAP Backend Standard Software or certain SAP solutions made available through the Internet ("Cloud Services") (together "SAP Standard Software") for use of specifically enabled business processes through such mobile devices.

3. License:

Subject to the terms, conditions and limitations stated in this Agreement the SAP Store Terms of Use and the Third Party App Store Terms of Service, as applicable, SAP grants Company a , non-exclusive, non-transferable, non-sublicensable, revocable, limited license to run the Software on Company's mobile device solely for the purpose of using the Software to access SAP Standard Software that Company has licensed, subscribed to or has the right to use under a separate license or subscription 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. Company is 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 or subscription agreement shall apply to use/access of SAP Standard Software through the Software. SAP may audit your and Company's use of the Software. Company may only use the Software on your mobile device, and may not transfer the Software to another mobile device. Company 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. Company 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. Customer Data:

1. "Customer Data" means any data and information that Company uploads or transmits through the Software or that Company derives from its use of the Software; except for any SAP Confidential Information. Company hereby grants SAP a perpetual and irrevocable, worldwide, fully paid-up and royalty free, non-exclusive, limited license, including the right to sublicense and assign to third parties, and right to store, use, copy, reproduce, fix, adapt, process, analyze, introduce into circulation, publish, distribute, transmit, display, perform, or provide access to electronically, broadcast, communicate by telecommunication, display, perform, enter into computer memory, and use and practice, in any way now known or in the future discovered, Customer Data through the Software and solely for the purpose of providing the Cloud Service through use of the Software as set forth in this Agreement as well as in the Documentation.
 2. By transmitting or submitting any Customer Data while using the Mobile App, 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 Customer Data ; and (iii) to the extent managed by current and up-to-date software security tools, free of viruses, adware, spyware, worms or other malicious code.
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:
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.
 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 Agreement was made, to have foreseen as typical in connection with provision and licensed use of Software.
 3. Where SAP is liable under section 7.2, it is not liable for indirect loss, consequential damages, or loss of profit.
 4. SAP and Company agree that the typical foreseeable quantum of loss cannot exceed €50,000 in any case.
 5. Company 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.
 6. The benefit of exclusions and limitations in this section 7 also extends to claims of Company 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 7 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 Third Party App Store provider 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 Third Party App Store according to SAP then current existing support offerings. In the event SAP provides such support via Third Party App Store, the timely availability of this support is dependent on Third Party App Store cooperation in due time for which SAP is not responsible.

11. Data Protection:

You are using SAP Standard Software accessed by the Software under a separate license or subscription agreement that your Company" has with SAP. The Data Controller for s SAP Standard Software accessed by the Software is the organization that has a separate license or subscription agreement with SAP (for instance, your employer). SAP generally processes Personal Data based on the separate license or subscription agreement that your Company has with SAP. In most cases, if you wish to exercise your European data protection rights, you will need to contact your Company.

12. Term and Termination:

Company may terminate this Agreement by destroying all copies of the Software on Company's mobile devices. 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 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:

1. Google Maps Service ("GM Service"). In case the Software accesses the GM Service through a Google Maps API, Company's use of the GM Service is subject to Google Maps/Google Earth Additional Terms of Service and Google's Privacy Policy which are set forth on: <https://maps.google.com/help/>

terms_maps.html and: <https://www.google.com/policies/privacy/>.. If You do not accept such Google Terms of Service, including, but not limited to all limitations and restrictions therein, You may not use the GM Service in the Software. You acknowledge and agree that use of the GM Service in or through the Software will constitute your acceptance of Google's Terms of Service. Your usage of GM 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. You or Company are not entitled to seek any damages thereof.

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#l1>. 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 Third Party App Store provider is not a party to this Agreement; (b) that SAP is solely responsible for the Software and the content thereof; (c) that Third Party App Store provider and its subsidiaries, are third party beneficiaries of this Agreement, and d) Third Party App Store provider 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>

Important Disclaimers and Legal Information

Hyperlinks

Some links are classified by an icon and/or a mouseover text. These links provide additional information.

About the icons:

- Links with the icon : You are entering a Web site that is not hosted by SAP. By using such links, you agree (unless expressly stated otherwise in your agreements with SAP) to this:
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 - SAP does not agree or disagree with the content on the linked-to site, nor does SAP warrant the availability and correctness. SAP shall not be liable for any damages caused by the use of such content unless damages have been caused by SAP's gross negligence or willful misconduct.
- Links with the icon : You are leaving the documentation for that particular SAP product or service and are entering a SAP-hosted Web site. By using such links, you agree that (unless expressly stated otherwise in your agreements with SAP) you may not infer any product claims against SAP based on this information.

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The purpose of experimental features is to get feedback early on, allowing customers and partners to influence the future product accordingly. By providing your feedback (e.g. in the SAP Community), you accept that intellectual property rights of the contributions or derivative works shall remain the exclusive property of SAP.

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Any software coding and/or code snippets are examples. They are not for productive use. The example code is only intended to better explain and visualize the syntax and phrasing rules. SAP does not warrant the correctness and completeness of the example code. SAP shall not be liable for errors or damages caused by the use of example code unless damages have been caused by SAP's gross negligence or willful misconduct.

Gender-Related Language

We try not to use gender-specific word forms and formulations. As appropriate for context and readability, SAP may use masculine word forms to refer to all genders.

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