

Participation Terms for SAP Advisory Councils

1 OBJECTIVE

1.1 The SAP Advisory Councils (short “Council”), which are initiated by SAP SE, are forums consisting of executive employees from important customers and selected partners (each a “Company”) using a certain SAP solution portfolio, members of the SAP management responsible for the strategy and development of the respective SAP solution, SAP product management representatives. The objective of each Council is to improve the value and overall usability of SAP software through the development and continuous improvement of the SAP solutions. All such discussions within the Council are subject to the terms of your SAP Feedback (“Discussions”). Company’s representatives in the Council are referred to as Participants hereunder (as defined in Section 2).

1.2 Each Participant recognizes and agrees with its registration that the exchange of any information during or in connection with Council meetings will at all times be in strict conformance with all applicable laws and regulations.

1.3 The terms and conditions of these terms (“Participation Terms”) may be revised from time to time. They are not legally binding but are provided to outline the Participation Terms in a Council meeting and to define the boundaries of interaction between SAP and the Participants.

2 COUNCIL PARTICIPATION

2.1 Each Council consists of Companies utilizing or implementing SAP software related to support a specific set of the SAP portfolio. Companies are selected according to the following criteria:

- Key SAP customers and partners based on individual SAP portfolio.
- Companies that demonstrate the willingness to collaborate
- Senior executives and forward-thinking thought leaders who provide feedback on strategic direction of SAP’s roadmap and potential issues regarding functionalities and implementation and
- Participants from different geographical regions.

2.2 Each Participant registering to attend a Council shall be a senior manager within the Company who has significant responsibility for the procurement, implementation or operation of SAP software; and has diverse knowledge of and experience with the core business processes of the IT implemented within the respective Company. SAP participation in the Council is restricted to people with core responsibilities for the respective Participants. Participants represent the Company by being (i) an employee of the Company or (ii) a third-party consultant engaged to represent the Company (“Participant”).

2.3 Participation is subject to Company’s signature of a valid and applicable SAP Feedback Agreement, as well as the Participant’s confirmation of having read and accepted (with signature) SAP’s Competition Law Compliance Guidelines.

3 INFORMATION EXCHANGE

For the purposes of the Discussions, all confidential information disclosed by SAP or Participants, shall be treated as “Confidential Information” under the terms of the SAP Feedback Agreement. The goal of the Council is to be collaborative and to collect feedback (as defined in the SAP Feedback Agreement) from the Participants, and to share non-confidential information between Participants.

COUNCIL ACTIVITIES

3.1 The Council should meet at least once a year for one, two, or three days at a defined location or virtually.

3.2 Participants shall endeavor to cooperate to:

- Exchange implementation and productive operation experiences with the SAP solution and any cooperating software
- Identify significant business trends and determine their effects on SAP and partner products.
- Support SAP by recommending content and chronological order of developments and services in order to improve the value and overall usability of SAP software.
- Provide feedback to SAP regarding the quality of SAP products and services.

provided, however, that no Company shall be obliged to disclose confidential or sensitive information and that all information shall be given at the Company's sole discretion.

3.3 SAP and Participants shall make reasonable efforts to identify and define specific focus areas of priority needs in respect to a specific set of the SAP portfolio. SAP shall take the final decision and communicate which focus area will be the basis for collaboration within the Council work groups ("Focus Areas").

3.4 Based on the identified Focus Areas, Participant shall make reasonable efforts to align on specific collaboration activities and innovation projects, which might be subject to separate agreements. SAP and Participants may define individual work groups concentrating on Focus Areas and define the scope of these work groups ("Work Groups").

4 COSTS

Costs incurred for Council activities and meetings, including, but not limited to travel, third-party, and personnel costs, shall be borne by each Participant. Unless otherwise specifically agreed in writing, (i) no fees shall be applicable to Participant or SAP for any resources or support provided by as part of Council activities and (ii) the costs for any engagement of third parties to assist with activities related to the Council need to be borne by the ordering entity, being SAP or Company.

5 GENERAL PROVISIONS

5.1 The rights of a Participant in the Council, including any rights contained herein and the right to be a Participant, may not be assigned or transferred.

5.2 Cooperation within the Council shall not prevent either party from marketing, acquiring or developing materials, products or services that are competitive to those of the other party, except that any such materials, products, or services may not violate confidentiality provisions under the Feedback Agreement or proprietary rights of such other party. Each party may pursue activities independently with any third-party, even if similar to the activities under this agreement.

5.3 It is understood and agreed upon by the parties hereto that the use of the terms "partner," "partnership," and similar terms to be used to describe the relationship between SAP and Company refer to the spirit of cooperation between SAP and the Company and do not describe expressly or by implication create a legal partnership or joint venture. Participating in a Council does not constitute any official partner status or provide any rights to services within the SAP partner programs.