

## **Plan to Win: Get Active with Data Virtual Hackathon License and Participation Agreement**

IMPORTANT-READ CAREFULLY: THIS LICENSE AND PARTICIPATION AGREEMENT (“**AGREEMENT**”) IS A LEGAL AGREEMENT BETWEEN SAP SE WITH OFFICES AT DIETMAR-HOPP-ALLEE 16, 69190 WALLDORF, GERMANY (“**SAP**”) AND YOU, INCLUDING ANY TEAM MEMBERS, IF APPLICABLE, (“**YOU**” OR “**YOUR**” OR “**PARTICIPANT**”) REGARDING PARTICIPATION IN THE Plan to Win: Get Active with Data Virtual Hackathon (**THE “EVENT”**) AND ANY SAP TECHNOLOGY OR SOFTWARE MADE AVAILABLE TO YOU DURING THE EVENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND THE OFFICIAL RULES, YOU MAY NOT PARTICIPATE IN THE EVENT.

### **1. Scope**

SAP is hosting the Event virtually from May 17, 2023 to July 31, 2023 (the “**Event**”). Participants at the Event will be asked to respond to design challenges posed by SAP at the Event.

During the Event, Participant will develop, test, evaluate and demonstrate applications and/or other developments they create (the “**Development(s)**”) that are responsive to the challenges posed by SAP (the “**Task(s)**”) using SAP and/or third party software and technology, which may include application programming interfaces and software development kits, and cloud based solutions, including, but not limited to the following SAP technology:

#### **SAP Datasphere and SAP Analytics Cloud**

(collectively the “**Software**” or the “**SAP Technology**”). As instructed by SAP, Participant will either be responsible for obtaining development or similar licenses for the SAP Technology to be used during the Event, or SAP will make the SAP Technology available to You for use during the Event. SAP may also supply additional materials and documentation related to the SAP Technology (hereinafter “**SAP Materials**”) for the Event. Unless otherwise communicated by SAP, You are responsible for supplying your own hardware and system(s) and any other software or materials not provided by SAP.

### **2. SAP Technology and Developments**

2.1 For SAP Technology and Materials provided by SAP at the Event, SAP grants to Participant, during the Event, a non-transferable and non-exclusive, limited license to use the SAP Technology and Materials for the exclusive purpose of developing, testing, evaluating, and demonstrating the results created as a result of performing the Tasks. Upon completion of the Event (unless SAP says otherwise), Participant shall return to SAP or cease using any of the SAP Technology and Materials provided by SAP for the Event. If You obtain or access the SAP Technology or Materials used for the Event subject to a separate license agreement, then that license agreement (not this agreement) will govern your use of that SAP Technology and those Materials.

2.2 **ANY DEVELOPMENTS CREATED BY PARTICIPANT ARE OWNED BY PARTICIPANT.** However, You grant SAP an irrevocable, royalty-free, worldwide right and license to: (i) use, review, assess, test, and otherwise analyze the Developments, which may also be your Entry under the Official Rules, and all its content in connection with this Event; and (ii) feature your Developments and all its content in connection with the marketing, sale, or promotion of this Event and SAP and SAP Technologies (including but not limited to press releases, promotional material, internal and external presentations, and tradeshows, in all media now known or later developed). You acknowledge that SAP and/or other entrants may have created or will create Developments similar to or identical to Your Developments/Entry, and You/Your team waive any claims you may have resulting from any similarities to your Developments/Entry.

- 2.3 Except as expressly permitted in writing by SAP, Participant shall not (a) license, sell, lease, rent, outsource or otherwise transfer or make available the SAP Technology, Software, or the SAP Materials to third parties; or (b) duplicate, translate, decompile, reverse-engineer or otherwise modify any parts of the SAP Technology, Software, or the SAP Materials.
- 2.4 Any and all patent rights, copyrights, trademark rights and other rights in the SAP Technology and the SAP Materials shall remain the exclusive property of SAP and/or its licensors. Except for the limited use rights expressly granted herein, this Agreement does not transfer any proprietary right or interest in the SAP Technology, Software or the SAP Materials to Participant.
- 2.5 Any information that You provide in connection with your Entry and participation in the Event will not be considered or treated as confidential by SAP or any participant, and as a result, You should take whatever steps you think are necessary to prevent confidential or proprietary information from being provided to SAP or other entities involved in the administration or participation in this Event.
- 2.6 SAP is entitled to use Feedback for any purpose without restriction or remuneration of any kind with respect to Participant and/or any of its affiliates or agents. "Feedback" is input, comments, or suggestions regarding the possible creation, modification, correction, improvement or enhancement of SAP Software, SAP Materials, or other SAP software or services.

### **3. Limitation on Warranties and Liabilities**

**THE SAP TECHNOLOGY, SOFTWARE, AND MATERIALS ARE LICENSED TO PARTICIPANT "AS IS", WITHOUT ANY WARRANTY. SAP MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY TYPE WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SAP BE LIABLE TO PARTICIPANT OR TO ANY THIRD PARTY FOR ANY DAMAGES ARISING IN CONNECTION WITH PARTICIPANT'S USE OF OR INABILITY TO USE THE SAP TECHNOLOGY, SOFTWARE, AND SAP MATERIALS IN CONNECTION WITH THE EVENT.**

### **4. General**

- 4.1 This Agreement shall be governed by and construed under the laws of Germany without reference to its conflicts of law principles. Exclusive venue for all claims arising out of or in connection with this Agreement shall be the court in Karlsruhe, Germany.