Test and Evaluation Agreement for Remote Access

1. SCOPE

SAP America, Inc., 3999 West Chester Pike, Newtown Square, PA 19073, USA, ("SAP") operates RUUM BY SAP for which you (the "Customer") obtain information on certain software offered by SAP as a cloud service ("RUUM BY SAP" or "Cloud Service") can use and access and where Customer can subscribe to Cloud Services for the purpose defined in this section. Under this Test and Evaluation Agreement for Remote Access ("Agreement") Customer (as an individual and not as Customer's Company) is granted a a 90-day free trial license to access, test and evaluate the Cloud Service as offered on the RUUM BY SAP domain. Such offering can be changed or reduced by SAP in its sole discretion at any time. The purpose of this section is to enable Customer to test the Cloud Service and evaluate how Customer may use the Cloud Service to support its business processes and for SAP to receive Customer's feedback about such test and evaluation of the Cloud Service. In addition, under this section, Customer may get familiar with the functionality of the Cloud Service to determine its possible use in a productive use environment. Customer acknowledges that the Cloud Service is a preliminary version and not subject to any productive use license agreement or any other agreement with SAP. SAP has no obligation to offer the Cloud Service for productive use or any other use, be it remotely accessible or by any other form of access. In addition, SAP has no obligation to include or remove any functionality from the Cloud Service in any future version or in any SAP standard product. Customer and SAP mutually acknowledge and agree that it would be imprudent and unreasonable to rely upon the expectation of entering into a contract regarding the productive use of the Cloud Service. Use of the SAP systems is limited to access the Cloud Service for the purpose as permitted under this Agreement. SAP is not responsible for any data produced, used or inserted by Customer. Customer shall not put any personal data into the Service. 'Personal data' means any information relating to an identified or identifiable natural or legal person and an' identifiable person' is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity. Customer represents and warrants that Customer's Content does not contain personal data. Furthermore, Customer shall indemnify SAP for any claims or losses arising from a breach of the foregoing representation and warranty. Remote access to the Cloud Service is dependent upon the availability of the related SAP systems. SAP may suspend access to such SAP systems at any time, in its sole discretion. SAP shall endeavour to provide Customer with advance notice of any such suspension if practicable. Remote access connectivity is Customer's sole responsibility. SAP is not responsible for any problems or interruptions with respect to the connectivity to the SAP systems or Cloud Service.

2. License Rights and Intellectual Property

SAP grants to Customer a non-transferable and non-exclusive, limited license to remotely access and use the Cloud Service for the exclusive purpose of testing and evaluation. Customer shall not use the Cloud Service for any productive purposes. Customer shall not remove notices and notations in the Cloud Service that refer to copyrights, trademark rights, patent rights and other intellectual property rights. Unless expressly agreed otherwise in this Agreement, any and all patent rights, copyrights, trademark rights and other rights in the Cloud Service and the SAP Materials, as well as any improvements, inventions, design contributions or derivative works conceived or created by either party in or to the Cloud Service, shall remain the exclusive property of SAP and/or its licensors. Except for the limited license rights expressly granted herein, this section does not transfer any proprietary right or interest in the Cloud Service to Customer. Between Customer and SAP all title to and rights in the Cloud Service, operational know-how and business secrets related thereto vest exclusively in SAP and/or its licensors, notably copyright and rights of authorship, rights to inventions, and any other industrial and intellectual property rights. All license rights not expressly granted to Customer in this section are reserved by SAP and its licensors. Customer does not acquire any rights to the source code of the Cloud Service. 'SAP Materials' mean any materials, deliverables or work products (set forth in a specification document or the like) produced or furnished or developed by SAP, independently or with Customer's cooperation on RUUM BY SAP or within a RUUM BY SAP Service, each under this Agreement, including in the delivery of any support to Customer. SAP Materials do not include Customers data, Customer's Confidential Information or a Cloud Service. Customer shall not be entitled to license, sell, lease, rent, outsource or otherwise transfer, make available or otherwise give access to the Cloud Service to third parties. Customer may utilize subcontractors for those activities within the scope of this

section provided Customer ensures that such subcontractors adhere to the provisions set forth in this section and Customer remains liable to SAP for the acts and omissions of its subcontractors. Customer shall not be entitled to duplicate, translate, decompile, reverse-engineer or otherwise modify any parts of the Cloud Service and the SAP Materials. No development activities are allowed or supported under this section 3. Services and Support by SAP The use of the Cloud Service is an unsupported service. SAP is not obliged to provide or offer any updates to the Cloud Service. SAP may, in its sole discretion, provide Customer with guidelines for testing and evaluation purposes. Any services by SAP, in particular assistance and consulting with respect to the use of the Cloud Service for individual business needs of Customer, are not subject to this section or the Agreement.

4. Limitation on Warranties and Liabilities

THE CLOUD SERVICE IS LICENSED TO CUSTOMER "AS IS", WITHOUT ANY WARRANTY, ESCROW, TRAINING, MAINTENANCE, OR SERVICE OBLIGATIONS WHATSOEVER ON THE PART OF SAP. 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. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH ITS USE OF THE CLOUD SERVICE AND THE SAP MATERIALS, INCLUDING WITHOUT LIMITATION RISKS RELATING TO QUALITY, PERFORMANCE, DATA LOSS, AND UTILITY IN A PRODUCTION ENVIRONMENT. IN NO EVENT SHALL SAP BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY DAMAGES (WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR ANY OTHER TYPE OF DAMAGE) ARISING IN CONNECTION WITH (i) CUSTOMER'S USE OF OR INABILITY TO USE THE CLOUD SERVICE OR THE SAP MATERIALS, (ii) SAP'S PROVISION OF OR FAILURE TO PROVIDE SERVICES PERTAINING TO THE CLOUD SERVICE OR THE SAP MATERIALS, OR (iii) AS A RESULT OF ANY DEFECT IN THE CLOUD SERVICE OR THE SAP MATERIALS. THIS DISCLAIMER OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION THAT MAY BE BROUGHT AGAINST SAP, WHETHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION ANY ACTION FOR NEGLIGENCE. CUSTOMER'S SOLE REMEDY IN THE EVENT OF BREACH OF THIS AGRREEMENT BY SAP OR FOR ANY OTHER CLAIM RELATED TO THE CLOUD SERVICE OR SAP MATERIALS SHALL BE TERMINATION OF THE RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT.

5. ACCOUNT TERMS

Customer cannot use the Cloud Service without any registration. Customer must register for a Cloud Service account (the "RUUM BY SAP Account") to actively access and use the functionalities of the domains of RUUM BY SAP. In order to create Customer's RUUM BY SAP Account. To register for a RUUM BY SAP Account, Customer must (i) be 18 years or older (ii) living and accessing RUMM in united states of America and (ii) be fully legally capable and not in any kind limited in Customer's legal capacity. SAP may reject Customer's application for a RUUM BY SAP Account, or cancel an existing RUUM BY SAP Account, for any reason in its sole discretion.

Customer hereby acknowledges and agrees that any activity on RUUM BY SAP under Customer's Account i.e. Customer will be held liable and responsible for any such activity. SAP will not be liable and is not obliged to indemnify or hold Customer harmless from any loss or damage resulting from Customer's failure to maintain the confidentiality and security of his/her RUUM BY SAP Account.

6. ACCEPTANCE OF TERMS

Unless otherwise agreed to in a separate signed writing, Customer's access and use of RUUM BY SAP, or any APIs, command line interfaces, forums, wikis, blogs, or services provided on RUUM BY SAP (any "RUUM BY SAP Services"), are subject to this Agreement. Additionally, Customer's use of the Cloud Services, and the RUUM BY SAP Services may also be subject to disclaimers, legal notices, click-through agreements, or other legal agreements between Customer and SAP, which may be posted on RUUM BY SAP where applicable. These Agreement and the applicable Additional Legal Terms form a legally binding agreement between Customer and SAP regarding Customer's access and use of RUUM BY SAP. Whenever there is a conflict between the terms in this Agreement and the Additional Legal Terms, the terms in the Additional Legal Terms shall control.

By accessing or using the Cloud Service, Customer accepts and agrees to abide by the terms of this Agreement. If Customer does not agree to the terms of this Agreement, Customer must not attempt to access or use the Cloud Service. Customer's access and use of any Cloud Service or related documentation made available through RUUM BY SAP shall be subject to the Additional Legal Terms made available to Customer by SAP. SAP recommends the Customer prints copies of these Agreement for Customer's own records.

7. CHANGES AND NOTICES

SAP reserves the right to make changes to this Agreement and to modify, change or discontinue any part or all of Cloud Service and/or the RUUM BY SAP Services at any time. SAP will notify Customer of any changes to this Agreement and customer will be required to accept the terms again for accessing the Cloud Service.

Notwithstanding applicable specific legal and/or formal requirements under applicable law, Customer hereby acknowledges and agrees that SAP may use the e-mail address Customer provided when registering for a RUUM BY SAP Account as the primary method for communication.

8. Customer Legitimization

SAP shall be entitled to verify the information provided by Customer when registering for his/her RUUM BY SAP Account and to transfer such information for this purpose to any third party.

9. PERMISSIBLE USE OF RUUM

Customer agrees not to access or utilize the Cloud Service for purposes that are inconsistent with SAP's legitimate business interests. Customer is permitted to use the RUUM BY SAP Services and Cloud Service only in strict compliance with the terms of this Agreement to (a) obtain information (so long as that information is not being gathered for a use in any manner which is or could be detrimental to SAP (unless such use is otherwise protected by law)), and/or (b) to provide feedback or other constructive comments to SAP (both positive and negative).

10. CONFIDENTIAL INFORMATION AND DATA PROTECTION

10.1 Each Party shall comply with applicable data protection laws and regulations. No personal data are collected, processed, stored or transmitted under this Agreement. In case of contractual data processing or transfer of personal data outside the EU, the Parties agree to execute a written agreement containing adequate regulations to protect the individuals' privacy and comply with EU data protection laws. Subject to Section 1.3, Company agrees to take care for any data protection on his own in case it enters data into the system.

10.2 Company shall treat as confidential all confidential information and trade secrets of SAP and its licensors acquired in connection with the performance of this Agreement that are expressly identified as confidential or proprietary or that are reasonably identifiable as confidential or proprietary based on the circumstances of their disclosure or by their nature ("Confidential Information") and to use such Confidential Information only to perform this Agreement. SAP's Confidential Information shall include all of, but are not limited to the Software (in object and source code), SAP Materials, programming techniques and concepts, processing methods, system designs embedded in the Software, inventions, techniques, concepts, designs, flow charts, documentation, product specifications, application programming interface specifications, techniques and processes that relate to the Software or the SAP Materials, information on SAP Companies and business partners, information about deployed third-party software and any access credentials used to access the SAP systems, including, but not limited to password or account information. The terms and conditions of this Agreement shall also be treated confidential.

10.3 The foregoing obligation shall not apply to the extent that Company shows that the information (i) was public knowledge at the time it was disclosed by SAP and had not become public knowledge through an act or omission by Company or Company's employee or agent in breach of contract, or (ii) was in the possession of or known to Company before Company received it from SAP, or (iii) had been lawfully disclosed to Company by another person entitled to do so, or (iv) had been independently developed by Company without reference to SAP's information.

10.4 Confidential Information may be provided to third parties only upon prior written consent SAP. These third parties must be subject to a written non-disclosure obligation. The term "third party" as used this Section 6.4 does not apply to employees and subcontractors of Company whose proper performance under this Agreement reasonably requires access to such information and who have executed corresponding non-disclosure agreements.

10.5 Company agrees to be named to other Companies and publicly referenced as a participant in this test and evaluation activity.

10.6 Company grants to SAP a license in the Feedback that is non-exclusive, perpetual, irrevocable, worldwide, royalty-free, and sub-licensable under all relevant intellectual property rights. SAP may do whatever it wishes with the Feedback, including (1) use, (2) publish, (3) disclose, (4) display, (5) perform, (6) copy, (7) make or have made, or (8) sell it. SAP does not have to identify Company as the Feedback's source. SAP owes Company no money or anything else in exchange for the Feedback and SAP is not obligated to do anything with the Feedback. "Feedback" means information and materials provided by Company under this Agreement which relate directly to the design and performance of the Software and/or other SAP Materials.

11. CUSTOMER'S INFORMATION, PRIVACY, AND DATA PROTECTION

RUUM BY SAP collects and processes personal data pursuant to the RUUM BY SAP Privacy Statement, available at: https://ruumapp.com/pages/privacy.html. Customer is solely responsible to provide SAP with Customer's complete, true, and current user information and to keep Customer's user information accurate and up to date. Customer is solely responsible with regard to usage and security of Customer's password and any activities that occur under Customer's Account. Customer shall not use the account of anyone else at any time. Customer represents and warrants that that it has all necessary rights and consents to share any personal data uploaded into RUUM BY SAP. RUUM BY SAP. Customer agrees that SAP may access, preserve and disclose Customer's RUUM BY SAP Account information, and/or a Cloud Service if required to do so by law or to:

1. comply with a legal process;
2. respond to claims that any Cloud Service violates the rights of third parties; or
3. protect the rights, property or personal safety of SAP, users, and the public

12. COPYRIGHT POLICY

As used herein, Intellectual Property Rights means patents of any type, design rights, utility models or other similar invention rights, copyrights, trademarks, service marks, trade secret or confidentiality rights, and any other intangible property rights including applications 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. Unauthorized copying, distribution, modification, public display, or public performance of copyrighted works is an infringement of the copyright holder's rights. Customer agrees that Customer will not use RUUM BY SAP to infringe the Intellectual Property Rights of SAP or others in any way. Customer must not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notice of ownership from any originals or copies of a Cloud Service.

13. TERMINATION AND ACCOUNTABILITY

In the event Customer is in material breach of this Agreement or any Additional Legal Terms, SAP may, at its sole discretion, suspend or terminate Customer's RUUM BY SAP Account and refuse any current or future use of RUUM BY SAP by Customer. SAP may remove any Cloud Service posted on RUUM BY SAP at SAP's sole discretion. SAP shall not be liable to Customer or any third party for any termination or change to RUUM BY SAP and/or the RUUM BY SAP Services. If Customer sends or uploads Content or software for being offered by SAP as an additional Cloud Service that is confidential or proprietary of a third party without that third party's permission, or, if Customer transmits or uploads Content or software for being offered by SAP as an additional Cloud Service that is intended to infect, corrupt or otherwise disrupt the operation of RUUM BY SAP or any other user's computer system, SAP may report Customer to the relevant authorities to ensure Customer is held accountable to the fullest extent of applicable laws. Customer agrees not to use RUUM BY SAP to:

- publish, upload, post, email, transmit or otherwise make available any Content or Cloud Service that (a) Customer does not have the right to make available, (b) is unlawful, harmful, vulgar, obscene, hateful, or racially, ethnically or otherwise objectionable, (c) infringes any Intellectual Property Rights of any party, (d) includes any unsolicited or unauthorized advertising, promotional materials, surveys, junk mail, spamming, chain letters, or any other form of solicitation, commercial or otherwise, or (e) contains a software virus, Trojan horse, worm, time bomb, cancelbot, corrupted file, or any other computer file or software designed to interrupt, destroy, damage or limit the functionality of any computer hardware, software or other property;
- defame, harass, abuse, stalk, threaten or violate the legal rights of others such as rights of privacy and publicity;
- impersonate any person or entity, including, but not limited to, an SAP official, SAP employee, or any other third party, or falsely state or otherwise misrepresent Customer's affiliation with a person or entity;
- forge email headers or otherwise manipulate identifiers in order to disguise the origin of any Content or Cloud Service transmitted through the RUUM BY SAP Services;
- download any file or Content or Cloud Service posted by another user that Customer knows, or reasonably should know, should not be legally reproduced, displayed, performed and/or distributed in such manner;
- interfere with or disrupt the RUUM BY SAP Services, servers, or networks which support the RUUM BY SAP Services, or disobey any requirements, procedures, policies or regulations of networks connected to the RUUM BY SAP Services;
- violate any applicable local, state, national or international law and any regulations;
- harvest, collect, or store personal information or data of other RUUM BY SAP users.

14. APPLICABLE LAW

This site is created and controlled by SAP in the United States. The laws of the Commonwealth of Pennsylvania, USA, will govern this Agreement without giving effect to any principles of conflicts of laws. Customer also agrees to comply with all laws from the country in which Customer resides that are applicable to the transmission of data on the Internet, including, but, not limited to laws governing the use of encryption and laws governing the transmission of data across international boundaries, into prohibited countries, and containing personally identifiable information. SAP and Customer hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the State and Federal courts in Pennsylvania, USA, with respect to any dispute or claim arising out of or in connection with these Agreement.

15. SURVIVAL

Customer's obligations under Section 3 (Acceptance of Terms), 7 (Permissible Use), 8 (Confidential Information), 9 (Customer's Information, Privacy and Data Protection), 10 (Copyright Policy), 11 (Responsibility for Links and Cloud Services), 14 (Limitation of Liability), 15 (Applicable Law), this Section 16 (Survival) and Section 17 (Waiver and Severability) shall survive termination of Customer's account. Upon any termination of Customer's RUUM BY SAP Account, or SAP's written request, Customer must cease use of Confidential Information, discoveries, and/or RUUM BY SAP Services and return or destroy all Confidential Information in Customer's possession or control.

16. WAIVER AND SEVERABILITY

The failure of SAP to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. To the extent that any provision in this Agreement shall be found to be unenforceable, such provision shall be modified in such a manner so as to make this Agreement as modified, legal and enforceable under applicable laws and the balance of the provisions of this Agreement shall not be affected thereby.

Updated: February 2, 2017