

**SCHEDULE 7 – TERMS RELATED TO SPECIFIC SOFTWARE VENDORS**

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**CHAPTER I – TERMS RELATED TO SAP**

**1. Acknowledgement**

1.1. You understand and acknowledge that the Products are provided as add-on software Products to SAP’s software solutions (in particular SAP Business One) and as such, SAP’s applicable terms for sale and license restrictions for such Products applicable from time to time likewise apply when you sell Products to Customers. We grant you the right under this Agreement in our capacity as an accredited SAP partner. We are in this capacity obliged to impose strict terms on you and strict license terms on your Customers. This applies irrespective of the fact that we have developed the Products independently from SAP, since use of the Products requires use and license of SAP’s Products.

**2. Obligations in relation to SAP**

2.1. It is your responsibility to ensure that all agreements, including but not limited to data processing agreements, with Customers related to the Products comply with the requirements from SAP including the end user terms provided by SAP from time to time. In particular, you must ensure that your agreements with Customers state that:

- i) The agreement is entered into between you and the Customer, and that SAP (and we) are not a Party to that agreement;
- ii) SAP and we shall be a third-party beneficiary of the agreement with the right to enforce its regulations towards the Customer;
- iii) The Customer can use electronic means to terminate the agreement between you;
- iv) Availability of the Products is subject to you and us fulfilling all ongoing requirements towards SAP; and

v) In case we process personal data on behalf of a Customer, and the Customer (as data controller) accepts or instructs us (as data processor) to engage SAP as a sub-processor and if SAP’s terms are pre-determined, the Customer shall accept that the agreement between the Customer and us does not impose further data protection obligations on us than those set out in the agreement between us and SAP.

**3. Contract documents**

3.1. The SAP requirements are found at <https://www.sap.com/about/trust-center/agreements/partner-edge.html>.

**4. SAP accreditation**

4.1. We will use our best efforts to procure a right for your Customers to continue to use the Products if SAP revokes its accreditation of us as an accredited SAP partner in general or in relation to specific software Products. You must, however, make your Customers stop using any subscription paid software or its associated services with short notice if we are not able to procure this right. You may in this case consider this to be a breach by us. You must include terms in your Customer agreement which enables you to efficiently comply with the above provision.

**5. Audits related to SAP**

5.1. We or SAP may at least once a year audit your compliance with the terms of this Agreement in relation to compliance with mandatory requirements. The audit is performed by us or a third party appointed by SAP bound to secrecy, who will then investigate whether you are complying with your obligations under these terms. You must allow the auditor to make physical and digital copies of relevant findings. You must provide all help the auditor requests of you to the extent that such help is reasonably necessary to determine your compliance with this Agreement including:

- i) Disclosing information;
- ii) Making employees, officers, and directors involved in the performance of obligations under this Agreement available for meetings and interviews;
- iii) Giving access to computer equipment (for example by providing the necessary passwords); and by
- iv) Giving access to premises by providing physical access.

- 5.2. The appointed third party may not disclose any confidential information to us or SAP except for the information absolutely necessary for presenting the result of the investigation and only to the extent that it cannot reasonably be presented in an anonymized form. We will cover the audit costs but may require you to reimburse them if the appointed third party makes significant adverse findings.

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