

SCHEDULE 7 – TERMS RELATED TO SPECIFIC SOFTWARE VENDORS

TABLE OF CONTENTS

1. Introduction	1
CHAPTER I – TERMS RELATED TO SAP	
2. Acknowledgement	2
3. Obligations in relation to SAP	2
4. Contract documents	2
5. SAP accreditation	2
6. Audits related to SAP	2
CHAPTER II – TERMS RELATED TO MICROSOFT	
7. Acknowledgement	3
8. Obligations in relation to Microsoft	3
9. Contract documents	3
10. Microsoft accreditation.....	3
11. Audits related to Microsoft	3

1. Introduction

- 1.1. If our Products are provided as add-on products to SAP's software solutions, Chapter I applies. If our Products are provided as add-on products to Microsoft's software solutions, Chapter II applies.

CHAPTER I – TERMS RELATED TO SAP**2. Acknowledgement**

2.1. 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.

3. Obligations in relation to SAP

3.1. 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.

4. Contract documents

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

5. SAP accreditation

5.1. 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.

6. Audits related to SAP

6.1. 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.

6.2. 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.

CHAPTER II – TERMS RELATED TO MICROSOFT**7. Acknowledgement**

7.1. You understand and acknowledge that the Products are provided as add-on software Products to Microsoft's software solutions (in particular Microsoft Dynamics software products) and as such, Microsoft's applicable terms for sale and license restrictions for such Products applicable from time to time likewise apply when you sell Products to Customers. The terms apply irrespective of the fact that we have developed the Products independently from Microsoft, since use of the Products requires use and license of Microsoft's products.

8. Obligations in relation to Microsoft

8.1. 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 Microsoft including the end user terms provided by Microsoft 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 Microsoft (and we) are not a Party to that agreement;
- ii) Microsoft and we shall be a third-party beneficiary of the agreement with the right to enforce its regulations towards the Customer;
- iii) Microsoft will have no liability arising from product availability or any product shortages;
- iv) It is Customer's responsibility to ensure that Customer uses original Microsoft software only. The applicable requirements are set forth in the product specific terms provided by Microsoft from time to time;
- v) It is Customer's responsibility to ensure that Customer acquires sufficient number of Microsoft licenses to match the quantities of the services provided to Customer; and
- vi) 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 Microsoft as a sub-processor and if Microsoft'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 Microsoft.

9. Contract documents

9.1. The applicable Microsoft requirements are found at <https://dynamics.microsoft.com/en-us/business-applications/legal/>.

10. Microsoft accreditation

10.1. We will use our best efforts to procure a right for your Customers to continue to use the Products if Microsoft revokes its accreditation of us as an accredited Microsoft 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.

11. Audits related to Microsoft

11.1. We or Microsoft 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, a third party appointed by Microsoft, or an audit related agent, 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 the 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.

11.2. The appointed third party may not disclose any confidential information to us or Microsoft except for 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.
