



Software Usage Terms and Conditions for SNP Transformation Backbone®/SNP Transformation Backbone® with SAP® LT

SNP Schneider-Neureither & Partner SE, with headquarters at Dossenheimer Landstrasse 100, 69121 Heidelberg, Germany (hereinafter referred to as "SNP"), has developed the SNP Transformation Backbone® software through which adjustments to SAP® systems, in particular the merging of two different systems or system configurations, can be carried out for clients. As a part of SNP Transformation Backbone® the software SAP® Landscape Transformation can be delivered as "SNP Transformation Backbone® with SAP® LT". SNP Transformation Backbone®/SNP Transformation Backbone® with SAP® LT will be utilized by SNP or SNP partner companies (hereinafter referred to as "SNP PARTNERS") on a project-specific basis. In addition to the General Terms and Conditions of the Contract for services by SNP (hereinafter referred to as "SNP GTC"), the following has been agreed to for the use of SNP Transformation Backbone®/SNP Transformation Backbone® with SAP® LT:

I. Subject of the Contract

SNP or SNP PARTNERS use SNP Transformation Backbone®/SNP Transformation Backbone® with SAP® LT as a program tool on the CLIENT's system(s) to optimize, merge, separate, or harmonize SAP® systems. For this purpose, SNP Transformation Backbone®/SNP Transformation Backbone® with SAP® LT is installed on the CLIENT's system with its complete functionality (potentially also beyond the purpose of the project), and individual programs for adapting or merging the CLIENT's systems are generated by SNP Transformation Backbone®/SNP Transformation Backbone® with SAP® LT (hereinafter referred to as "GENERATED CODES").

II. Granting of Rights

1. SNP cedes the limited and nontransferable right to use SNP Transformation Backbone®/SNP Transformation Backbone® with SAP® LT, with its functions as set forth in the scope of the respective individual and/or project contract, to the SNP PARTNER and/or the CLIENT until the fulfillment of the contractual service and to the extent that it is required for creating the GENERATED CODE. With the creation of the GENERATED CODES required for the respective fulfillment of the contractual service, all rights for the use of SNP Transformation Backbone®/SNP Transformation Backbone® with SAP® LT by the SNP PARTNER and/or CLIENT shall cease. The right of use by the SNP PARTNER and/or the CLIENT shall also expire in the event of an early termination of the individual and/or project contract.
2. With the expiration of the right of use, the CLIENT is obligated to delete SNP Transformation Backbone®/SNP Transformation Backbone® with SAP® LT or to have it deleted. The CLIENT is obligated to submit an affidavit regarding the complete fulfillment of the aforementioned obligation to delete at the request of SNP. SNP can install SNP Transformation Backbone®/SNP Transformation Backbone® with SAP® LT using a programmed function setting that terminates the functionality of SNP Transformation Backbone®/SNP Transformation Backbone® with SAP® LT after the end of the project or the expiration of a contractually stipulated period.



3. The SNP PARTNER and/or the CLIENT likewise already agree at this point in time to permit the installation and/or execution of a program for the technical implementation of the deactivation of SNP Transformation Backbone®/SNP Transformation Backbone® with SAP® LT and to provide the access required for such.
4. SNP retains all other rights of use and exploitation of SNP Transformation Backbone®/SNP Transformation Backbone® with SAP® LT.
5. The CLIENT is not entitled to create copies of the software unless the copies are used for the purpose of data backup and are only used for this purpose. Furthermore, it is not permitted to copy the components of the software, images supplied with it, the manual, accompanying texts, or the documentation related to the software through photocopying or microfilming, electronic backup, or other methods. Nor is it permitted to sell the software and/or the related documentation, to grant sublicenses of it to third parties, or to provide it to third parties via other means. The CLIENT is not entitled share access codes and/or passwords for the product or for database access associated with the product to third parties. The CLIENT is not authorized to change, modify, adjust, or decompile the software and/or the related documentation in whole or in part, insofar as it exceeds the limits of section 69d paragraph 3 and section 69e of the German Copyright Act (Urhebergesetz – UrhG).

III. Liability for the Unauthorized Use of SNP Transformation Backbone® / SNP Transformation Backbone® with SAP® LT

1. In addition to the limitation on liability pursuant to Section VIII of the SNP GTC, the SNP PARTNER and/or the CLIENT are notified that the use of the program by untrained persons and the deinstallation, porting, or the attempt to use unauthorized features can interfere with the integrity of the system and lead to data loss.
2. In the event of unauthorized use by the CLIENT in the sense of paragraph 1, any damage incurred by the CLIENT that is not a loss of life, physical injury, or damage to health, provided these are not caused by deliberate malice, grossly negligent acts, or willful violation of a major contractual obligation (so-called cardinal obligation, i.e. an obligation whose fulfillment makes the proper execution of the contract possible in the first place, and on whose compliance the CLIENT regularly relies and may regularly rely) on the part of SNP or an SNP PARTNER, is not the responsibility of SNP or their vicarious agents unless the CLIENT demonstrates that the damage would have also occurred under authorized use of SNP Transformation Backbone®/SNP Transformation Backbone® with SAP® LT, was not caused by the unauthorized use of SNP Transformation Backbone®/SNP Transformation Backbone® with SAP® LT, or SNP is responsible for causing damage as a result of malicious intent or gross negligence.
3. SNP is not liable for the loss of data if the damage would not have occurred if it had been properly backed up and this was the responsibility of the CLIENT. A proper data backup can be assumed when the CLIENT demonstrably backs up its data sets in a machine-readable form at least once per day and thus warrants that this data can be recovered with reasonable effort. SNP's liability for the loss of data is limited to the typical effort required to restore the data that would have occurred if the data had been properly backed up.
4. Under the conditions of unauthorized use in the sense of paragraph 1, claims due to defects in quality shall also lapse unless the CLIENT proves that errors in the GENERATED CODE or on their system were not caused by unauthorized use of SNP Transformation Backbone®/SNP Transformation Backbone® with SAP® LT.