Software Usage Terms and Conditions for
SNP Transformation Backbone®
SNP Transformation Backbone® with SAP® LT
SNP CrystalBridge® – The Business Transformation Platform
(All trademarks belong to the respective owner)

SNP Schneider-Neureither & Partner SE, with headquarters at Dossenheimer Landstrasse 100, 69121 Heidelberg, Germany (hereinafter referred to as "SNP"), has developed software for transformations projects, 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 this, the software SAP® Landscape Transformation can be delivered as "SNP Transformation Backbone® with SAP® LT". The software for transformations projects may include, but not limited to: SNP Transformation Backbone® / SNP Transformation Backbone® with SAP® LT / SNP CrystalBridge® – The Business Transformation Platform (hereinafter referred to "SNP Transformation Software"). SNP Transformation Software will be utilized by SNP or by authorized users in accordance with the terms and conditions of the relevant license agreements (hereinafter referred to as "SNP-PARTNER") on a project-specific basis.
In addition to the General Terms and Conditions for services by SNP (hereinafter referred to as "SNP GTC"), the following applies for the use of the SNP Transformation Software:

I. Subject of the Contract

SNP or SNP-PARTNERS use the SNP Transformation Software as a program tool on the system specified in the relevant agreement for the relevant system owner (hereinafter "CLIENT") to optimize, merge, separate, or harmonize SAP® systems. For this purpose, the SNP Transformation Software 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 the SNP Transformation Software (hereinafter referred to as "GENERATED CODES").

II. Granting of Rights

1. SNP cedes the limited and non-transferable right to use the SNP Transformation Software, 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 the SNP Transformation Software 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 the SNP Transformation Software or to have it deleted. The CLIENT is obligated to submit an affidavit regarding the complete fulfillment of the afore mentioned obligation to delete at the request of SNP. SNP can install the SNP Transformation Software using a programmed function setting that terminates the functionality of the SNP Transformation Software 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 the SNP Transformation Software and to provide the access required for such.

4. SNP retains all other rights of use and exploitation of the SNP Transformation Software.

5. The CLIENT is not entitled to create copies of the SNP Transformation 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 SNP Transformation Software, images supplied with it, the manual, accompanying texts, or the documentation related to the SNP Transformation 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 to 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 SNP Transformation 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 (Urheberrechtsgesetz – UrhG). The above provisions apply to the SNP-PARTNER accordingly.

III. Liability for the Unauthorized Use of SNP Transformation Software

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 de-installation, porting, or the attempt to use unauthorized features can interfere with the integrity of the system and lead to data loss.

2. SNP or its vicarious agents are not liable for any damages incurred by the SNP-PARTNER or the CUSTOMER due to unauthorized use of the SNP transformation software as defined in paragraph 1, unless the occurrence of the damage is due to intentional or grossly negligent conduct or culpable violation of an essential contractual obligation by SNP. An essential contractual obligation is a 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 SNP-PARTNER or CUSTOMER regularly relies and may rely. This provision does not apply if the SNP-PARTNER or CUSTOMER proves that the damages would also have occurred in case of authorized use of the SNP Transfor-mation Software. The preceding limitation of liability also does not apply in the event of injury to life, limb or health.

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 SNP-PARTNER and/or CLIENT. A proper data backup can be assumed when the CLIENT on request by SNP-PARTNER 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 SNP-PARTNER and/or the CLIENT proves that errors in the GENERATED CODE or on their system were not caused by unauthorized use of the SNP Transformation Software

IV. Data protection

1. According to Art. 6 GDPR SNP is entitled to process personal data of its contract partners for the fulfillment of business purposes. The data is stored at SNP. The data subject is hereby informed of his rights under Art. 13, 14 GDPR and undertakes to comply on his end with all legal obligations. The data subject has a right of information as well as a right to correction, blocking and erasure of his stored data. In addition, the data subject may contradict to the processing or use of his personal data in accordance with Art. 21 GDPR. The contradiction must be addressed to the responsible body.

2. The parties commit themselves to conscientious fulfillment and compliance with all data protection regulations. The SNP-PARTNER and/or CLIENT remains responsible at any time of his data in a data protection sense. The SNP-PARTNER and/or CLIENT undertakes to ensure that no personal data of third parties are made available without permission within the framework of the use of the program. If the SNP-PARTNER and/or CLIENT violates this obligation, he releases the SNP from all legal consequences of the breach.

3. Insofar as SNP and/or SNP-PARTNERS are to process personal data in the CLIENT'S order, the parties will conclude an agreement on the data processing in accordance with Art. 28 GDPR in good time before commencement of the corresponding activity.

4. For all information in connection with the handling and protection of personal data please refer to the privacy policy under www.snpgroup.com/en/privacy-policy.

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