# Terms and Conditions
## SAP Signavio Solutions

SAP SIGNAVIO CLOUD TRIAL AGREEMENT
FOR NON-PRODUCTIVE TESTING AND EVALUATION

Please read the following SAP Signavio Cloud Trial Agreement carefully (the "Agreement"). By clicking "I Accept", or by attempting to access or use the SAP Signavio cloud services made available by SAP (the "Cloud Service") and other materials that accompany the Cloud Service ("SAP Materials"), You agree that the Agreement forms a legally binding agreement between You ("You" or "Your") and SAP SE. If You do not agree to the Agreement, do not click "I Accept", and do not attempt to access or use the Cloud Service or SAP Materials.

## 1    YOUR RIGHTS TO USE THE CLOUD SERVICE

### 1.1    Scope

SAP shall make the Cloud Service and SAP Materials available to You during the Subscription Term defined in Section 7 below to remotely access and use the Cloud Service solely for Your own non-productive testing and evaluation as permitted by the Agreement and the Cloud Service documentation made available by SAP ("Documentation").

### 1.2    Permitted Use

You are permitted to transmit content, data and materials to the Cloud Service ("**Customer Data**") as necessary for You to test and evaluate the Cloud Service, subject to the restrictions of the Agreement and the Documentation. You are not permitted to use the Cloud Service for processing business transactions or in any commercial manner. The right to use the Cloud Service is worldwide, subject to applicable export control laws. You may not access or use the Cloud Service if you are a competitor of SAP and You may not access or use the Cloud Service in order to develop a competing product or service.

### 1.3    Acceptable Use Policy

With respect to the Cloud Service, You will not:

(a)    disassemble, decompile, reverse-engineer, copy, translate or make derivative works,

(b)    transmit any content or data that is unlawful or infringes any intellectual property rights,

(c)    enter any data that is considered personal data or personally identifiable information under applicable data protection laws, or

(d)    circumvent or endanger its operation or security.

## 2    WHAT'S INCLUDED AND EXCLUDED

### 2.1    Documentation

The Cloud Service includes the features set forth in the Documentation and as identified during the registration process for the use of the Cloud Service, and any other features SAP may add during the term of this Agreement. SAP has no obligation to include or remove any functionality from the Cloud Service in any future version or in any SAP standard product.

### 2.2    Third-Party Web Services

The Cloud Service may include integrations with web services made available by third parties (other than SAP SE or its Affiliates) that are accessed through the Cloud Service and subject to terms and conditions with those third parties. These third-party web services are not part of the Cloud Service and the Agreement does not apply to them.

### 2.3    No Support

SAP does not provide any support services for the Cloud Services under the Agreement.

## 3    RESTRICTIONS AND CHANGES TO THE CLOUD SERVICE OR AGREEMENT

### 3.1    Storage

SAP may limit storage for Customer Data without notice to You.

### 3.2    Changes to the Cloud Service

SAP may change or modify the Cloud Service at any time. Your sole recourse is termination of the Agreement.

### 3.3    Changes to the Agreement

SAP may change the terms of this Agreement upon posting them to the Cloud Service or the website through which You access the Cloud Service, and Your continued use of the Cloud Service constitutes Your acceptance of the changed terms of this Agreement.

## 4    INTELLECTUAL PROPERTY

SAP, SAP SE, their Affiliates or licensors own all intellectual property rights in and related to the Cloud Service, Cloud Materials, Documentation, design contributions, related knowledge or processes, and any derivative works of them. All rights not expressly granted to You are reserved to SAP, SAP SE and its licensors. You retain all rights in and related to the Customer Data. You covenant, on behalf of Yourself and Your successors and assigns, not to assert against SAP, SAP SE, their Affiliates or licensors, any rights, or any claims of any rights, in any Cloud Service, Cloud Materials or Documentation. **"Affiliate"** means any legal entity in which SAP SE, directly or indirectly, holds more than fifty percent (50%) of the entity's shares or voting rights.

## 5 CUSTOMER DATA

### 5.1 Customer Data

You are responsible for the Customer Data and entering it into the Cloud Service. You grant to SAP (including SAP SE, its Affiliates and subcontractors) a nonexclusive right to process Customer Data solely to provide the Cloud Service. SAP, SAP SE or SAP Affiliates may use anonymous information relating to use of the Cloud Service to prepare analyses. Analyses do not contain personal data nor Your Confidential Information. Examples of analyses include: optimizing systems and technical resources and support, research and development of Cloud Services, verification of security and data integrity, internal demand planning, industry and macroeconomic developments and anonymous benchmarking with other customers. SAP may provide non-anonymous benchmarking services with Your prior written consent.

### 5.2 Security

You will maintain reasonable security standards when accessing and using the Cloud Service.

### 5.3 Access to Customer Data

(a) During the Subscription Term, You can access Your Customer Data at any time.

(b) Following the end of the Agreement, SAP will delete or overwrite the Customer Data remaining on servers hosting the Cloud Service unless applicable law requires retention. Retained data is subject to the confidentiality provisions of the Agreement.

(c) In the event of third party legal proceedings relating to the Customer Data, SAP will cooperate with You and comply with applicable law (both at Your expense) with respect to handling of the Customer Data.

## 6 PUBLIC SOFTWARE

### 6.1 Definition

**"Public Software"** means any software, documentation or other material that contains, or is derived (in whole or in part) from, any software, documentation or other material that is distributed as free software, open source software (e.g., Linux) or similar licensing or distribution models, including, but not limited to software, documentation or other material licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following:

(a) the GNU General Public License (GPL), Lesser/Library GPL (LGPL), or Free Documentation License,

(b) the Artistic License (e.g., PERL),

(c) the Mozilla Public License,

(d) the Netscape Public License,

(e) the Sun Community Source License (SCSL),

(f) the Sun Industry Standards License (SISL),

(g) the BSD License and

(h) the Apache License.

## 6.2 Use Restriction

You may not use any Public Software in connection with the Cloud Service in any manner that requires, pursuant to the license applicable to such Public Software, that any SAP software applications or other materials be

    (a)    disclosed or distributed in source code form,

    (b)    made available free of charge to recipients, or

    (c)    modifiable without restriction by recipients.

## 7 TERM AND TERMINATION

The term of this Agreement shall begin on the earlier of the date You first access the Cloud Service or the date You accept this Agreement and shall end thirty (30) days later ("**Subscription Term**"), subject to earlier termination by either party in accordance with the Agreement. You may terminate this Agreement at any time during the term upon written notice to SAP. SAP may terminate this Agreement at any time upon notice to You, which may include notice by email. SAP may suspend use of the Cloud Service without notice if continued use may result in material harm to the Cloud Service or its users. SAP will notify You of the suspension if practicable. SAP will limit the suspension in time and scope as reasonably possible under the circumstances. Upon termination of the Agreement, You will no longer have access to Your Customer Data and it will not be retained by SAP unless SAP is required to retain it under applicable law or legal process. SAP offers no migration of Your Customer Data to any generally available version of the Cloud Service.

## 8 WARRANTY/DISCLAIMER

### 8.1 If You are located outside the US or Canada:

As the Cloud Service and SAP Materials are provide to You free of charge, SAP does not guarantee or warrant any features or qualities of the Cloud Service or SAP Materials or give any undertaking with regard to any other quality. No such warranty or undertaking shall be implied by You from any description in the Cloud Service, SAP Materials or any available Documentation or any other communication or advertisement. In particular, SAP does not warrant that the Cloud Service will be available, uninterrupted, or error free. All warranty claims are subject to the Limitation of Liability section below.

### 8.2 If You are located in the US or Canada:

THE CLOUD SERVICE AND SAP MATERIALS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY, ESCROW, TRAINING, MAINTENANCE, OR SERVICE OBLIGATIONS WHATSOEVER. SAP DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND CONDITIONS OF MERCHANTABLE QUALITY, WHETHER ARISING BY STATUTE OR IN LAW OR AS A RESULT OF A COURSE OF DEALING OR USAGE OF TRADE. Some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of certain damages, so the above exclusions may not apply to You.

## 9 LIMITATION OF LIABILITY

### 9.1 If You are located outside the US or Canada:

Irrespective of the legal reasons, SAP shall only be liable for damages under this Agreement if such

damage (I) can be claimed under the German Product Liability Act or (ii) is caused by intentional misconduct or SAP or (iii) consists of personal injury. In all other cases, neither SAP nor its employees, agents or subcontractors shall be liable for any kind of damage or claims hereunder.

### 9.2    If You are located in the US or Canada:

IN NO EVENT SHALL SAP BE LIABLE TO YOU, YOUR COMPANY OR TO ANY THIRD PARTY FOR ANY DAMAGES IN AN AMOUNT IN EXCESS OF $100 ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE CLOUD SERVICE OR SAP MATERIALS, OR AS A RESULT OF ANY DEFECT IN THE CLOUD SERVICE. 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. YOUR SOLE REMEDY IN THE EVENT OF BREACH OF THIS AGREEMENT BY SAP OR FOR ANY OTHER CLAIM RELATED TO THE CLOUD SERVICE SHALL BE TERMINATION OF THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, UNDER NO CIRCUMSTANCES SHALL SAP AND ITS LICENSORS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES.

## 10    THIRD PARTY CLAIMS

You will defend SAP against claims brought against SAP, SAP SE, its Affiliates and subcontractors by any third party related to Customer Data. You will indemnify SAP against all damages finally awarded against SAP, SAP SE, its Affiliates and subcontractors (or the amount of any settlement You enters into) with respect to these claims.

## 11    CONFIDENTIALITY

### 11.1   Use of Confidential Information

(a)    The receiving party will protect all Confidential Information of the disclosing party as strictly confidential to the same extent it protects its own Confidential Information, and not less than a reasonable standard of care. Receiving party will not disclose any Confidential Information of the disclosing party to any person other than its personnel or representatives whose access is necessary to enable it to exercise its rights or perform its obligations under the Agreement and who are under obligations of confidentiality substantially similar to those in Section 11.

(b)    Confidential Information of either party disclosed prior to execution of the Agreement will be subject to Section 11.

(c)    In the event of legal proceedings relating to the Confidential Information, the receiving party will cooperate with the disclosing party and comply with applicable law (all at disclosing party's expense) with respect to handling of the Confidential Information.

### 11.2   Exceptions

The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that:

(a)    is independently developed by the receiving party without reference to the disclosing party's Confidential Information,

(b)    is generally available to the public without breach of the Agreement by the receiving party,

(c)    at the time of disclosure, was known to the receiving party free of confidentiality restrictions, or

(d)    the disclosing party agrees in writing is free of confidentiality restrictions.

## 11.3  Publicity

Neither party will use the name of the other party in publicity activities without the prior written consent of the other. You agree that SAP may share information about You with its Affiliates for marketing and other business purposes.

## 11.4  Definition. "Confidential Information" means:

(a)    with respect to You: (i) the Customer Data, (ii) Your marketing and business requirements, (iii) Your implementation plans, and/or (iv) Your financial information, and

(b)    with respect to SAP: (i) the Cloud Service, Documentation, Cloud Materials and analyses under Section 5.1, and (ii) information regarding SAP research and development, product offerings, pricing and availability.

(c)    Confidential Information of either SAP or You also includes information which the disclosing party protects against unrestricted disclosure to others that (i) the disclosing party or its representatives designates as confidential at the time of disclosure, or (ii) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure.

## 11.5  Your Feedback

You may be invited to participate in certain evaluations, presentations, meetings, surveys or discussions (collectively, "Discussions") for the purpose of informing You of SAP's business and technology direction, and to allow You, at Your sole discretion, to provide SAP, SAP Affiliates or SAP SE with input, comments or suggestions from You, regarding SAP's business and technology direction and/or the possible creation, modification, correction, improvement or enhancement of the software, products and/or services of SAP, (collectively "Feedback"). You grant to SAP SE a non-exclusive, perpetual, irrevocable, worldwide, non-transferable (except to SAP Affiliates), royalty-free license, with the right to sublicense through multiple tiers, under applicable laws to use, publish, modify, and otherwise benefit from Feedback in any manner and via any media. Content of Discussions may include areas outside the scope of the Agreement and may relate to any SAP software, products, solutions and/or services. Confidential Information disclosed or made available by SAP, or You during Discussions may only be used for the purpose of the Discussions and shall be protected from unauthorized use and disclosure in accordance with the Agreement. You acknowledge that the information related to software, products, services, business or technology plans of SAP, disclosed during the Discussions, is only intended as possible strategies, developments, and functionalities and is not intended to bind SAP to any particular course of business, product strategy, and/or development.

## 12    LAW/VENUE

## 12.1  If You are located in the US or Canada:

This Agreement shall be governed by and construed under the Commonwealth of Pennsylvania law without reference to its conflicts of law principles. In the event of any conflicts between foreign law, rules, and regulations, and United States of America law, rules, and regulations, United States of America law, rules, and regulations shall prevail and govern. Neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act as enacted shall apply to this Agreement. You and SAP agree to submit to the exclusive jurisdiction of, and venue in, the state or

federal courts located in Philadelphia, Pennsylvania in any dispute arising out of or relating to this Agreement.

## 12.2  If You are located outside the US or Canada:

This Agreement is governed by and construed in accordance with the laws of Germany without reference to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. You and SAP agree to submit to the exclusive jurisdiction of, and venue in, the courts of Karlsruhe in Germany in any dispute arising out of or relating to this Agreement.

## 13     COPYRIGHT POLICY

SAP respects the intellectual property of others, and we ask our users to do the same. SAP may, in appropriate circumstances and at its discretion, terminate the access/accounts of users who infringe the intellectual property rights of others. If You believe that your work has been copied in a way that constitutes copyright infringement or any other violation of Your rights, please provide SAP's Copyright Agent the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that You claim has been infringed or material which otherwise violates Your rights;
- a description of where the material that You claim is infringing/violating is located on the site;
- Your address, telephone number, and e-mail address;
- a statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by You, made under penalty of perjury, that the above information in your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

SAP's Copyright Agent for notice of claims of copyright infringement can be reached as follows:

Valentina A. Boyet
IP Counsel
SAP
3999 West Chester Pike
Newtown Square, PA 19073 USA
(610) 661-5221
copyrights@sap.com

Ulrike Brunner
Head of Trademark Affairs
Global Legal Department
SAP AG
Dietmar-Hopp-Allee 16
69190 Walldorf, Germany
+49/6227/7-42570
copyrights@sap.com

## 14     EXPORT

SAP Confidential Information is subject to export control laws of various countries, including the laws of the United States and Germany. You will not submit SAP Confidential Information to any government agency for

licensing consideration or other regulatory approval, and will not export SAP Confidential Information to countries, persons or entities if prohibited by export laws.

## 15    MISCELLANEOUS

This Agreement, including the SAP Cloud Trial Privacy Statement, constitutes the complete and exclusive statement of the agreement between SAP and You related to the subject matter hereof, and supersedes all prior written and oral contracts, proposals and other communications between the parties relating to the subject matter. Oral agreements do not exist. You agree that your electronic signature (including clicking an "I Accept" button, constitutes a valid method of contract formation. You may not assign or otherwise transfer any of its rights under this Agreement without SAP's prior written consent. SAP may subcontract is obligations under the Agreement. If any provision of this Agreement proves to be invalid, this will not affect any other provision of this Agreement. The waiver by either party of any of its rights hereunder shall not be construed as a waiver of any subsequent breach. SAP's performance shall be excused under this Agreement to the extent its failure to perform is caused by events beyond its reasonable control. Notice may be given by either party by sending an email to the address of the other party, in the case of notices to You, the address entered by You when registering for the Cloud Service, or in the case of notices to SAP, at the SAP email listed on the registration page.