Basware Connector for SAP Cloud ERP Private

SOFTWARE LICENSE TERMS

The present "**Software License Terms**" apply to the implementation and use of the Basware Connector for SAP Cloud ERP Private and form an addendum to – and are governed by – the Agreement between Customer ("**Customer**") and the relevant Basware Affiliate ("**Basware**"). The Software License Terms will prevail over any directly conflicting terms found in the Agreement or the BTP Terms (if any).

1 DEFINITIONS

1.1 **Agreement** means the agreement currently in force between Customer and the relevant Basware Affiliate for Basware Subscription Services, under which Customer uses the Software.

1.2 **Confidential Information** means information disclosed by one party to the other party that are not generally available to the public and which are either marked as "confidential" or "proprietary" or, due to their character and nature, a reasonable person under like circumstances would treat as confidential. Confidential Information does not include information or materials that (i) are generally known to the public, other than as a result of an unpermitted disclosure by the receiving party, (ii) were known to the receiving party without an obligation of confidentiality prior to receipt from the disclosing party, (iii) are subsequently learned from a third party not under a confidentiality obligation to the disclosing party, or (iv) are or were independently developed by the receiving party without access to or use of the disclosing party's Confidential Information.

1.3 **Customer** means the legal entity having ordered Subscription Services from Basware under the Agreement.

1.4 **Customer Data** means data contained in business documents, accounts payable information and related data, and relevant information, or material(s) related to Customer's business, submitted by Customer to the Subscription Services.

1.5 **IPR** means all present and future intellectual property rights including copyrights, trademarks and patents.

1.6 **Software** means the Basware Connector for SAP Cloud ERP Private as described in the Documentation.

1.7 **Subscription** or **Cloud Services** means the applicable Basware application services ordered by Customer and provided by Basware to Customer in accordance with the Agreement.

2 SOFTWARE LICENSE

2.1 Customer is granted limited rights only as to the Software as specified under the present Software License Terms. Basware or its licensors reserve all IPR and other rights not expressly granted to Customer in these Software License Terms.

2.2 The Software may only be implemented and used by Customer having a valid Agreement in place for Subscription Services in the framework of which the Software will be used.

2.3 Basware grants, and Customer accepts, a non-exclusive, non-transferable, non-sublicensable license to use the Software in object code form in accordance with the present Software License Terms.

2.4 The Software shall be made available to Customer via the SAP Business Technology Platform (BTP), and in accordance with the BTP Terms, if any, for implementation by Customer or, under Customer's responsibility, by its service provider. The Software is to be implemented on Customer's SAP BTP tenant according to the Documentation.

2.5 The license is limited to the implementation and use of one (1) server license of the Software. The license further includes a right of Customer to implement and use one (1) test environment.

2.6 The Software may only be used for Customer's internal business purposes, to enable standardized exchange of Enterprise Resource Planning (ERP) and financial Customer Data between the Subscription Services and Customer's SAP applications, as may be further specified in applicable Documentation.

2.7 Customer shall not

i) use the Software to offer computer-based services to third parties;

ii) create technical interfaces to Basware's Subscription Services which enable the extraction of data from Basware's databases, other than Customer Data, unless such activity is expressly authorized in writing by Basware;

iii) sublicense, sell, lease, lend, distribute the Software;

iv) alter or amend the Software;

v) create derivative works, enhancements or updates/upgrades based on the Software;

vi) reverse-engineer, disassemble or decompile the Software or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms that make up the Software, or reduce the Software to any human-perceivable form;

vii) transfer, assign or otherwise dispose of the Software;

viii) copy any features or functions of the Software or use the Software to train any artificial intelligence model or algorithm, or train or develop any other machine-learning technology;

ix) permit, or attempt to permit, unauthorized third parties to access or use the Software;

x) use the Software for any illegal or unauthorized purpose, or in a manner which violates any applicable laws or regulations;

xi) use the Software to transmit or store infringing or unlawful material;

xii) use the Software to store or transmit any viruses, software routines, or other code designed to permit anyone to access in an unauthorized manner, disable, erase or otherwise harm software, hardware, or data, or to perform any other harmful actions;

xiii) interfere with, disrupt or compromise the integrity, performance or security of the Software;

xiv) remove, alter or obscure any proprietary notices in or on the Software; or

xv) use the Software for any purpose other than those contemplated under the Software License Terms,

2.8 Basware reserves the right to transfer or assign its rights and obligations under the Software License Terms, in whole or in part, to an Affiliate of Basware or to a third party to which the relevant business operations concerning the Software are transferred.

3 BASWARE OBLIGATIONS

3.1 Basware shall:

i) use reasonable skill and care to ensure that the Software license is provided in accordance with the Software License Terms;

ii) process Customer Data it has access to through the operation of the Software, in accordance with the Agreement;

iii) maintain the Software through updates/upgrades, at Basware or its licensor’s discretion; and

iv) provide support to Customer in accordance with the support section of the Agreement.

4 CUSTOMER OBLIGATIONS

4.1 Customer shall:

i) provide Basware with reasonable cooperation and access to all such information as may be required by Basware for the performance of the present Software License Terms;

ii) implement and use, and be responsible for the implementation and use of, the Software in accordance with the Software License Terms and the purpose for which the Software is provided;

iii) be responsible for evaluating and ensuring suitability of the Software for Customer's business purposes and complying with any laws and regulations applicable to Customer and Customer’s use of the Software;

iv) obtain and maintain all necessary licenses, consents, and permissions necessary for Customer and its service providers to perform their obligations under the Software License Terms;

v) ensure that its network and applications comply with the relevant specifications provided by Basware

from time to time, ensure the security of its network and applications, and be solely responsible for procuring and maintaining its applications and network connections;

vi) apply appropriate security measures to safeguard the Software against any use beyond what is foreseen under the Software License Terms, including establishing reasonable back-up and security measures to guard against possible malfunctions, loss of data or unauthorized access to the Software;

vii) ensuring the confidentiality of Customer's authentication credentials associated with the use of the Software;

viii) upon becoming aware, notifying Basware promptly of security incident or misuse related to the Software; and

ix) be responsible for backing up and storing Customer Data, unless the Parties expressly agree that this obligation is part of the Subscription Services under the Agreement.

5 NON-CONFORMITY

5.1 If the Software does not materially conform to the applicable Documentation, Customer must promptly report and describe the non-conformity in writing.

5.2 If such reported non-conformity adversely impacts Customer's use of the Software, Basware shall bring the affected Software into material conformance with the Documentation, by means of a correction, a replacement or instructions on how the non-conformity can be circumvented, at Basware's option.

5.3 Basware is not obliged to the above-mentioned remediation if a claim pursuant to this section 5 results from i) use of the Software other than as permitted under the Agreement or inconsistent with Basware's written instructions, ii) alteration of the Software by any party other than Basware or authorized by Basware, iii) Basware's compliance with Customer's express written instructions, or iv) third-party software, hardware, databases or other infrastructure not provided by Basware.

5.4 BASWARE DOES NOT WARRANT THAT THE USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR THAT THE SOFTWARE IS ERRORFREE. THE SOFTWARE IS PROVIDED "AS IS". EXCEPT AS EXPRESSLY STATED OTHERWISE IN THE AGREEMENT, BASWARE MAKES NO WARRANTY, STATUTORY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE PROVIDED HEREUNDER AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF MERCHANTABILITY, DESCRIPTION OR FITNESS FOR A PARTICULAR PURPOSE.

6 INDEMNITY

6.1 **Basware Indemnity**. Basware will defend Customer, at Basware's own cost, against any claims made by a third party that the Software, used by Customer in accordance with the Software License Terms, infringes that third party's IPR.

6.2 **Customer Indemnity**. Customer will defend Basware, at Customer's own cost, against any claims made by a third party that arise from Customer's use of the Software.

6.3 **Process**. Customer or Basware (Indemnitee) must notify the other party (Indemnifier) promptly of any such claims, give the Indemnifier sole control over the defense and settlement of the claim, and provide reasonable help in defending the claim. Subject to the foregoing, the Indemnifier will indemnify the Indemnitee for i) the amount paid by the Indemnitee to the third party based on a settlement (agreed by the Indemnifier) or final court judgment, and ii) reasonable legal and other out-of-pocket expenses that the Indemnitee incurs in giving the aforementioned help to the Indemnifier.

6.4 **Remedies**. If Basware reasonably believes that a claim under clause 6.1 may bar Customer's use of the Software, Basware will either obtain the right for Customer to keep using the Software or modify or replace the Software with a functional equivalent. If either of these options would cause unreasonable costs to Basware, Basware may terminate Customer's rights under the Software License Terms related to the infringing Software.

6.5 **Limitations**. Basware is not liable if the claim under clause 6.1 results from i) use of the Software in violation of the Software License Terms or against Basware's written instructions, ii) alteration of the Software by Customer not authorized by Basware, iii) Basware's compliance with Customer's express written instructions, iv) use of the Software in combination with any product or service not provided by Basware if the Software would not infringe without such combination or v) any open source software provided with the Software.

6.6 **Exclusive Remedy**. This section 6 sets forth the Indemnifier's sole liability and the Indemnitee's exclusive remedy with respect to any third-party claims under clauses 6.1 and 6.2.

7 LIMITATION OF LIABILITY

7.1 Either party's liability under these Software License Terms is governed by the liability clause of the Agreement, under which the Software is considered part of the Subscription Services.

7.2 Should the Agreement not contain any applicable liability clause, the following clause shall apply.

i) The aggregate liability of each party arising out of or related to the Software License Terms shall not exceed the total amount of EUR 1,000.

ii) Neither party will be liable for a) any loss of profits, revenues, anticipated savings, business, business opportunity, goodwill, any business interruption, or any interest payable to third parties (whether any such damage is direct or indirect), or for b) any indirect, special, incidental, consequential or punitive damages, regardless of the form of action or theory of liability, even if the party knew or should have known that such damages were possible.

iii) All claims under the Software License Terms must be made within 12 months from the event out of which the liability arose. The limitations of liability in this clause apply to the fullest extent permitted by applicable law.

8 TERM, TERMINATION AND SUSPENSION

8.1 The Software License Terms apply as of the Customer's first access to the Software and continue for the duration of the Agreement, unless the Software License Terms terminate earlier in accordance with Clause 10.4 above or this Section.

8.2 Either party may terminate the Software License Terms for cause if the other party i) is in material breach of the Software License Terms and fails to cure that breach within 30 days after receipt of written notice of such breach, ii) ceases its business operations or becomes subject to insolvency or bankruptcy proceedings, or iii) is unable to perform a material obligation under the Software License Terms for more than 30 consecutive days as a result of a Force Majeure event, as defined in the Agreement.

8.3 Basware may temporarily suspend Customer's access to the Software if i) Customer's actions pose a material security risk to, or may otherwise materially damage or harm the Software or Subscription Services or the underlying infrastructure or ii) Customer is in material breach of the Software License Terms. Suspension will be in effect only while the circumstances giving rise to suspension exist. When reasonably practicable and lawfully permitted, Basware will provide Customer with a prior notice of any such suspension.

8.4 Upon termination of the Software License Terms for any reason, Customer agrees to return the Software, destroy all copies of the Software (including those in the memory of a computer), cease to use the Software, and upon request, provide Basware with a certificate on the fulfillment of its obligations hereunder.