SAP BUSINESS ONE SOFTWARE LICENSE AGREEMENT
General Terms and Conditions (for B1 indirect sales)
("B1 GTC")

This Agreement is made effective as of the date written below, by and between SAP America, Inc., a Delaware corporation, with offices at 3999 West Chester Pike, Newtown Square, PA 19073 ("SAP"), and _____, a _____ corporation, with offices at _____ ("Licensee").

WHEREAS, Licensee has ordered or will order the SAP Business One software product from an SAP Reseller who has placed or will place an order for the SAP Business One Software from SAP,

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, Licensee signs below intending to be legally bound by hereby.

1. DEFINITIONS.

1.1 "Affiliate" means any legal entity in the Territory in which the Licensee, directly or indirectly, holds more than fifty percent (50%) of the shares or voting rights. Any such legal entity shall be considered an Affiliate for only such time as such interest is maintained.

1.2 "Agreement" means these GTCs, any authorized orders for the Software pursuant to these GTCs, and the Use Terms and schedules referenced by these GTCs and/or such order forms. All such components are integral to the agreement, and collectively are referred to herein as the "Agreement".

1.3 "Business Partner" means an entity that requires access to the Software in connection with the operation of Licensee's business, such as customers, distributors and suppliers.

1.4 "Documentation" means SAP's documentation which is delivered or made available to Licensee under this Agreement.

1.5 "Integration Add-On" means (i) software code developed or created using the SAP Tools that is (a) not a Modification and (b) for the sole purpose of integrating separate, stand alone applications or interfaces with the Software through the Software APIs. For the purposes of clarification, any and all APIs to the Software or contained in the SAP Tools are part of the Software or SAP Tools, as the case may be, and are not considered part of an Integration Add-On.

1.6 "Maintenance" means SAP's or SAP Reseller's obligations to provide software updates and services under a Maintenance Agreement separately agreed in writing between Licensee and SAP or such SAP Reseller.

1.7 "Modification" means a change to the Software that changes the delivered source code.

1.8 "Named Users" means any combination of users listed by permitted functionality and any other SAP-required information and licensed by SAP to Licensee under this Agreement pursuant to the order for the Software placed by Licensee or on its behalf by an SAP Reseller.

1.9 "Proprietary Information" means: (i) with respect to SAP and SAP SE (the licensor of the SAP Proprietary Information to SAP), the Software and Documentation, SAP Tools, any other third-party software licensed with or as part of the Software, benchmark results, manuals, program listings, data structures, flow charts, logic diagrams, functional specifications; (ii) the concepts, techniques, ideas, and know-how embodied and expressed in the Software, including their structure, sequence and organization and (iii) information reasonably identifiable as the confidential and proprietary information of SAP or Licensee or their licensors excluding any part of the SAP or Licensee Proprietary Information which: (a) is or becomes publicly available through no act or failure of the other party; or (b) was or is rightfully acquired by the other party from a source other than the disclosing party prior to receipt from the disclosing party; or (c) becomes independently available to the other party as a matter of right.

1.10 "SAP Tools" means the Software development kit and other tools for the Software developed and distributed by SAP and/or its licensors and separately licensed in writing to Licensee or an SAP Reseller.

1.11 "SAP Reseller" means an independent entity authorized by SAP to market, promote and distribute the Software and/or to provide services related to the Software.

1.12 "Software" means (i) the SAP Business One software product, developed by or for SAP and/or SAP SE and delivered to Licensee hereunder pursuant to the order for the Software (including without limitation present and future orders) placed by Licensee or on its behalf by an SAP Reseller; (ii) any new releases thereof made generally available pursuant to Maintenance; and (iii) any complete or partial copies of any of the foregoing.

1.13 "Territory" means the United States of America.

1.14 "Use" means to activate the processing capabilities of the Software, load, execute, access, employ the Software, or display information resulting from such capabilities.

1.15 "Use Terms" means, with respect to the Software, the SAP Software Use Rights document current at the time at the time of the execution of this Agreement, copies of which are found at www.sap.com/company/legal/index.epx and made a part hereof. Such Software Use Rights documents are incorporated herein by reference and SAP recommends Licensee prints copies of the applicable SAP Software Use Rights Documents for Licensee's own records.

2. LICENSE GRANT.

2.1 License.

(a) Subject to Licensee's compliance with all the terms and conditions of this Agreement SAP grants a non-exclusive, perpetual (unless terminated in accordance with Section 5 herein) license to Use the Software, Documentation, other SAP Proprietary Information, at specified site(s) within the Territory to run Licensee's or Licensee's Affiliates' internal business operations and to provide internal training and testing for such internal business operations. Each user accessing the Software must be a Named User and must limit access to those functions for which SAP has granted the specific user license pursuant to the authorized order for the Software and in accordance with the Use Terms. This license does not permit Licensee to use the SAP Proprietary Information to provide services to third parties (e.g., business process outsourcing, service bureau applications or third party training). Business Partners may have screen access to the Software solely in conjunction with Licensee's Use and may not Use the Software to run any of its business operations.

(b) Licensee agrees to install the Software only on information technology devices (e.g., hard disks or central processing units) identified by Licensee pursuant to this Agreement in the order for the Software placed by Licensee or on its behalf by an SAP Reseller that has been previously approved by SAP in writing or otherwise officially made known to the public as appropriate for Use or interoperation with the Software (the "Designated Unit"). Any individuals that Use the Software, including employees or agents of Affiliates and Business Partners, must be licensed as Named Users. Use may occur by way of an interface delivered with or as a part of the Software, a Licensee or third-party interface, or another intermediary system.

2.2 Affiliate Use. Affiliates may Use the Software provided that: (i) Licensee has registered each such Affiliate with SAP as an Affiliate in accordance with SAP's process for such registration prior to Use by such Affiliate; and (ii) a breach of any terms hereunder or the terms of the registration by Affiliate shall be considered a breach by Licensee hereunder; and (iii) the Software shall not be installed at an Affiliate site. If Licensee has an affiliate or subsidiary with a separate license or support agreement for SAP software with SAP SE, any SAP SE affiliate (including SAP) or any other distributor of SAP software, the Software shall not be Used to run such affiliate's or subsidiary's business operations and such affiliate or subsidiary shall not receive any support services under this Agreement even if such separate agreement has expired or is terminated, unless otherwise agreed to in writing by the parties.

2.3 Third Party Database.

(a) The Software licensed hereunder requires a third party database product which has either been integrated or pre-installed as part of the Software, or which must be installed to Use the Software. Third party database product functionality as integrated in the Software may differ from a non-integrated third party database product. Each third party database product is subject to its respective third party vendor License Agreement. This Agreement does not contain a license to use the integrated third party database product unless licensed as specified in the authorized order submitted by Licensee to SAP or an SAP Reseller. Licensee has no right to use and is not licensed to use the copy of the third party database until Licensee has executed the Agreement, and has executed a third party database license agreement for the third party database.

(b) If licensed through SAP or its authorized distributor, the third party database is licensed solely as a runtime version limited to Use by Licensee solely in support of Licensee's Use of the Software hereunder. Licensee may Use the SAP development workbench solely to customize the database scheme. In the event Licensee uses the licensed third party database other than as specified above, a full license, including programming tools provided through such third-party supplier must be licensed directly from a third party database supplier.

2.4. Verification. SAP shall be permitted to audit (at least once annually and in accordance with SAP standard procedures) the usage of the SAP Proprietary Information. In the event an audit reveals that Licensee underpaid License and/or Maintenance Fees to SAP or the SAP Reseller, Licensee shall pay such underpaid fees based on SAP's list of prices and conditions in effect at the time of the audit.

3. DELIVERY. So long as Licensee makes payment in accordance with Section 4, the licensed Software and the Documentation, shall be delivered electronically as specified in the authorized order submitted by Licensee to SAP or the SAP Reseller ("Delivery"). SAP reserves the right to deliver the Software electronically or through access via electronic means. Licensee shall be responsible for installation of the Software.

4. SAP RESELLER RELATIONSHIP/PRICE AND PAYMENT.

4.1. Licensee acknowledges and agrees that the SAP Reseller through which Licensee has arranged for the procurement of this Agreement or from which Licensee receives any services related to the Software is not the agent of SAP. The SAP Reseller is an independent company, person, or entity with no authority to bind SAP or to make representations or warranties on behalf of SAP. SAP makes no representations or warranties as to such authorized distributor or reseller, or any other third party, related to the performance of the products or services of such entities, and fully disclaims any such warranties in accordance with Section 7. In addition, Licensee expressly acknowledges and agrees that SAP is entitled to rely on written information from SAP Reseller in making any determinations as to termination of this Agreement relative to Section 5.1(iv), and SAP shall have no liability to Licensee for any actions thereunder based on SAP's reasonable belief in the accuracy or reliability of such information.

4.2 The parties acknowledge and agree that Licensee will transact for the Software from an SAP Reseller and, upon full payment of the license, taxes, maintenance and other fees to such SAP Reseller, will owe no fees directly to SAP under this Agreement.

5. TERM.

5.1. Term. This Agreement and the license granted hereunder shall become effective as of the date set forth below and shall continue in effect thereafter unless terminated upon the earliest to occur of the following: (i) thirty (30) days after Licensee gives SAP written notice of Licensee's desire to terminate this Agreement, for any reason, but only after payment of all license, maintenance and other fees then due and owing; (ii) thirty (30) days after SAP gives Licensee notice of Licensee's material breach of any provision of the Agreement (other than Licensee's breach of its obligations under Sections 6 or 10, which breach shall result in immediate termination), including more than thirty days delinquency in Licensee's payment of any money due hereunder , unless Licensee has cured such breach during such thirty day period; (iii) immediately if Licensee files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors; (iv) thirty (30) days after SAP gives Licensee notice of Licensee's breach of any obligation to pay money to due to SAP Reseller for the Software. For the avoidance of any doubt, termination of the Agreement shall strictly apply to all licenses under the Agreement, its appendices, schedules, addenda and order documents and any partial termination of the Agreement by Licensee shall not be permitted in respect of any part of the Agreement, its appendices, schedules, addenda, or order documents.

5.2 End of Terms Duties. Upon any termination hereunder, Licensee and its Affiliates shall immediately cease Use of all SAP Proprietary Information. Within thirty (30) days after any termination, Licensee shall deliver to SAP or destroy all copies of the SAP Proprietary Information in every form. Licensee agrees to certify in writing to SAP that it and each of its Affiliates has performed the foregoing. Sections 3, 4, 5.2, 6, 7.2, 8, 9, 11.3, 11.4 and 11.5 shall survive such termination. In the event of any termination hereunder, Licensee shall not be entitled to any refund of any payments made by Licensee.

6. PROPRIETARY RIGHTS.

6.1 Protection of Proprietary Information Licensee shall not copy, translate, disassemble, or decompile, nor create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Software. Except for the rights set forth below, Licensee is not permitted to make derivative works of the Software and ownership of any unauthorized derivative works shall vest in SAP. SAP and Licensee agree to take all reasonable steps and the same protective precautions to protect the Proprietary Information from disclosure to third parties as with its own proprietary and confidential information. Neither party shall, without the other party's prior written consent, disclose any of the Proprietary Information of the other party to any person, except to its bona fide individuals whose access is necessary to enable such party to exercise its rights hereunder. Each party agrees that prior to disclosing any Proprietary Information of the other party to any third party, it will obtain from that third party a written acknowledgment that such third party will be bound by the same terms as specified in this Section 6 with respect to the Proprietary Information.

6.2 Modifications. Licensee shall not make any Modifications of any kind to the Software or create any derivative works of the Software without SAP's prior written consent. Licensee expressly agrees that any Modifications of the Software developed by SAP or Licensee (unauthorized or otherwise) and all rights associated therewith shall become and will be the property of SAP SE and that Licensee will not grant, either expressly or by implication, any rights, title, interest or licenses to the Modifications to any third party. Licensee shall provide complete source code for all Modifications to SAP. Licensee agrees that it will not modify any third party software provided hereunder unless expressly authorized in writing by such third party vendor. Licensee agrees to execute those documents reasonably necessary to secure SAP's rights in the foregoing. SAP retains the right to independently develop enhancements to the Software and Licensee agrees not to take any action that would limit SAP's sale, assignment, licensing or use of its own Software or Modifications or enhancements thereto. Licensee agrees not to take any action that would limit SAP's independent development, sale, assignment, licensing or use of its own Software or Modifications or Integration Add-Ons thereto.

6.3 Integration Add-Ons.

(a) Subject to the restrictions set forth in this Agreement and any separate agreement with respect to the SAP Tools, Licensee or an authorized SAP Reseller acting on Licensee's behalf may make Integration Add-Ons to the Software solely using the SAP Tools provided Licensee or such SAP Reseller have licensed the SAP Tools under separate agreement with SAP. All Integration Add-Ons and all rights associated therewith shall be the exclusive property of Licensee or the SAP Reseller as agreed between Licensee and such SAP Reseller. Licensee's Use of the Integration Add-On(s) shall be solely in support of Licensee's Use of the Software under Section 2.1(a), and if Licensee confers rights in such Integration Add-On(s) to the SAP Reseller developing or creating such Integration Add-On(s) on behalf of Licensee, SAP Reseller's rights in and to such Integration Add-On(s) shall be subject to the operative agreements between SAP and such SAP Reseller. Licensee shall not market, distribute, license, sell, sublicense, assign or otherwise transfer any Integration Add-On(s) to any third party or other entity (except as stated above) without the express written permission of SAP.

(b) The rights of Licensee or such SAP Reseller to such Integration Add-Ons are subject to the following: under no circumstances shall Licensee or SAP Reseller acting on behalf of such Licensee (i) change the source code to the Software by way of or through any Integration Add-On, or otherwise introduce functionality replacing the functionality of the Software; or (ii) use or access the Software in order to develop any application or interface functionality that accesses the Software functionality or database used with the Software in any other manner other than in the manner provided by the SAP Tools; or (iii) allow the total number of users accessing, directly or indirectly, the Software, and/or any database used with the Software, to be greater than the total number of users licensed for use of the Software; (iv) allow users other than Named Users licensed by Licensee to access the Software; or (v) use the SAP Tools for any purposes other than integration of an Integration Add-On with the Software.

(c) SAP may, at its discretion, independently (on its own or through third parties) develop Integration Add-Ons or other functionality that is the same or similar to Integration Add-On(s) developed by Licensee or SAP Resellers (and in its discretion include them in the Software), with no liability to Licensee or any third parties for such activities. SAP and Licensee shall not engage in joint development of any Integration Add-On(s) except under separate written agreement more fully stating the respective rights of the parties.

7. PERFORMANCE WARRANTY/MAINTENANCE.

7.1 Warranty. SAP warrants that the Software will substantially conform to the functional specifications contained in the Documentation for six months following delivery. The warranty shall not apply: (i) if the Software is not used in accordance with the Documentation; or (ii) if the defect is caused by a Modification, Integration Add-On, Licensee, third-party software, or third party database. SAP does not warrant that the Software will operate uninterrupted or that it will be free from minor defects or errors that do not materially affect such performance, or that the applications contained in the Software are designed to meet all of Licensee's business requirements.

7.2 Express Disclaimer. SAP AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

7.3 Maintenance. This Agreement does not provide for Maintenance, support or any other services relating to the Software. Any such services shall be subject either to (i) a separate agreement between Licensee and the provider of such services (including without limitation an SAP Reseller), and SAP shall not have any liability for the provision of such services hereunder; or (ii) a separate agreement, Software order form or appendix to this Agreement between Licensee and SAP.

8. THIRD PARTY CLAIMS.

8.1 Infringement and Defense of Licensee. SAP shall defend Licensee against claims brought against Licensee in the Territory by any third party alleging that Licensee's Use of the Software, in accordance with the terms and conditions of this Agreement, constitutes a direct infringement or misappropriation of a patent claim(s), copyright or trade secret rights, and SAP will pay damages finally awarded against Licensee (or the amount of any settlement SAP enters into) with respect to such claims. This obligation of SAP shall not apply if the alleged infringement or misappropriation results from Use of the Software in conjunction with any other software, an apparatus other than a Designated Unit, failure to use an update promptly provided by SAP if such infringement or misappropriation could have been avoided by use of the update, or unlicensed activities. This obligation of SAP also shall not apply if Licensee fails to timely notify SAP in writing of any such claim. SAP is permitted to control fully the defense and any settlement of any such claim as long as such settlement shall not include a financial obligation on Licensee. In the event Licensee declines SAP's proffered defense, or otherwise fails to give full control of the defense to SAP's designated counsel, then Licensee waives SAP's obligations under this Section 8.1. Licensee shall cooperate fully in the defense of such claim and may appear, at its own expense, through counsel reasonably acceptable to SAP. SAP expressly reserves the right to cease such defense of any claim(s) in the event the Software is no longer alleged to infringe or misappropriate, or is held not to infringe or misappropriate, the third party's rights. SAP may settle or mitigate damages arising from any claim or potential claim, by substituting alternative substantially equivalent non-infringing programs and supporting documentation for the Software. Licensee shall not undertake any action in response to any infringement or misappropriation, or alleged infringement or misappropriation of the Software that is prejudicial to SAP's rights.

8.2 THE PROVISIONS OF THIS SECTION 8 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF SAP AND ITS LICENSORS TO LICENSEE, AND IS LICENSEE'S SOLE REMEDY WITH RESPECT TO THE INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

9. LIMITATIONS OF LIABILITY.

9.1 Not Responsible. SAP and its licensors will not be responsible under this Agreement (i) if the Software is not used in accordance with the Documentation; or (ii) if the defect or liability is caused by Licensee, a Modification or add-on (including but not limited to Integration Add-Ons) (other than a Modification or add-on made by SAP which is provided through SAP delivered Maintenance or an SAP-approved Maintenance program provided by an authorized SAP Reseller or under warranty), or third-party software; or (iii) if the Software is used in conjunction with any third party software for which the Licensee lacks sufficient rights from the third party vendor for such use; or (iv) for any Licensee activities not permitted under this Agreement. SAP AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM INHERENTLY DANGEROUS USE OF THE SOFTWARE AND/OR THIRD-PARTY SOFTWARE LICENSED HEREUNDER.

9.2 Exclusion of Damages; Limitation of Liability. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, EXCEPT FOR (I) DAMAGES RESULTING FROM (a) UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION; OR (b) DEATH OR PERSONAL INJURY ARISING FROM EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (II) SAP'S OBLIGATIONS UNDER SECTION 8.1; OR (III) SAP'S RIGHT TO COLLECT UNPAID FEES, UNDER NO CIRCUMSTANCES AND REGARDLESS OF THE NATURE OF ANY CLAIM SHALL SAP, ITS LICENSORS OR LICENSEE BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT IN EXCESS OF THE PAID LICENSE FEES FOR THE SOFTWARE DIRECTLY CAUSING THE DAMAGES OR BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, ATTORNEYS' FEES, COURT COSTS, INTEREST OR EXEMPLARY OR PUNITIVE DAMAGES.

9.3 Exclusions and Limitations for Third Party Software. SUBJECT TO THE EXCLUSION OF DAMAGES STATED IN SECTION 9.2 AND WITH RESPECT TO THIRD PARTY SOFTWARE, UNDER NO CIRCUMSTANCES AND REGARDLESS OF THE NATURE OF ANY CLAIM SHALL SAP OR ITS LICENSORS' BE LIABLE FOR AN AMOUNT IN EXCESS OF THE PAID LICENSE FEES FOR THE THIRD PARTY SOFTWARE DIRECTLY CAUSING THE DAMAGES.

9.4 The provisions of this Agreement allocate the risks between SAP and Licensee. The license fees reflect this allocation of risk and the limitations of liability herein.

10. ASSIGNMENT. Licensee may not, without SAP's prior written consent, assign, delegate, pledge, or otherwise transfer this Agreement, or any of its rights or obligations under this Agreement, or the SAP Proprietary Information, to any party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation. SAP may assign this Agreement to SAP SE or any other entity within the SAP group of companies.

11. GENERAL PROVISIONS.

11.1 Severability. It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

11.2 No Waiver. If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

11.3 Regulatory Matters. The Software, Documentation and SAP Materials are subject to the export control laws of various countries, including without limit the laws of the United States and Germany. Licensee agrees that it will not submit the Software, Documentation or other SAP Materials to any government agency for licensing consideration or other regulatory approval without the prior written consent of SAP, and will not export the Software, Documentation and SAP Materials to countries, persons or entities prohibited by such laws. Licensee shall also be responsible for complying with all applicable governmental regulations of the country where Licensee is registered, and any foreign countries with respect to the use of the Software, Documentation or other SAP Materials by Licensee and/or its Affiliates.

11.4 Confidential Terms and Conditions; Publicity. Licensee shall not disclose the terms and conditions of this Agreement or the pricing contained therein to any third party. Neither party shall use the name of the other party in publicity, advertising, or similar activity, without the prior written consent of the other, except that Licensee agrees that SAP may use Licensee's name in customer listings or, at times mutually agreeable to the parties, as part of SAP's marketing efforts (including without limitation reference calls and stories, press testimonials, site visits, SAPPHIRE participation).

11.5 Governing Law; Limitations Period. This Agreement and any claims arising out of or relating to this Agreement and its subject matter shall be governed by and construed under the laws of Commonwealth of Pennsylvania without reference to its conflicts of law principles. In the event of any conflicts between foreign law, rules, and regulations, and United States law, rules, and regulations, United States law, rules, and regulations shall prevail and govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Uniform Computer Information Transactions Act as enacted shall not apply. Licensee must initiate a cause of action for any claim(s) arising out of or relating to this Agreement and its subject matter within one (1) year from the date when Licensee knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

11.6 Notices. All notices or reports which are required or may be given pursuant to this Agreement shall be in writing and shall be deemed duly given when delivered to the respective executive offices of SAP and Licensee at the addresses first set forth above. Where in this Section 11.6 or elsewhere in this Agreement written form is required, that requirement can be met by facsimile transmission, exchange of letters or other written form.

11.7 Force Majeure. Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

11.8 Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between SAP and Licensee, and all previous representations, discussions, and writings are merged in, and superseded by this Agreement and the parties disclaim any reliance on any such representations, discussions and writings. This Agreement may be modified only by a writing signed by both parties. This Agreement shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by Licensee to SAP. This Agreement shall prevail over any additional, conflicting or inconsistent terms and conditions which may appear in any clickwrap end user agreement included in the Software. Signatures sent by electronic means (facsimile or scanned and sent via e-mail) shall be deemed original signatures. This Agreement does not create any partnership, joint venture or principal and agent relationship.

11.09 Hierarchy. The following order of precedence shall be applied in the event of any conflict or inconsistency between provisions of the components of this Agreement: (i) any appendices to the Agreement; (ii) any authorized orders for the Software placed with SAP; (iii) the Use Terms; and (iv) the B1 GTC.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, has duly executed this Agreement to become effective as of the date written below.

ACCEPTED BY LICENSEE

By: _____

Printed Name: _____

Title: _____

Date: _____