

**SAP SOFTWARE LICENSE & SUPPORT AGREEMENT
General Terms and Conditions (“GTC”)**

1. DEFINITIONS

- 1.1 **“Agreement”** means these GTCs, and any Software Order Form referencing these GTCs. All such components are integral to the agreement, and collectively are referred to herein as the “Agreement”.
- 1.2 **“Confidential Information”** shall mean all information which disclosing party protects against unrestricted disclosure to others, furnished by the Disclosing Party to the Receiving Party (the party disclosing such Confidential Information being the “Disclosing Party” and the party receiving such Confidential Information being the “Receiving Party”) in connection with this Agreement that: (a) the Disclosing Party designates as confidential at the time of disclosure or (b) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure, including but not limited to, information (including benchmark results) that is related to: the SAP Software and the content of this Agreement.
- 1.3 **“Documentation”** means SAP’s then-current technical and/or functional documentation which is delivered or made available to TELCOR with the SAP Software under this Agreement.
- 1.4 **“Intellectual Property Rights”** means patents of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trade secret or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, including applications and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.
- 1.5 **“Licensee”** means the Licensee identified on the TELCOR license agreement.
- 1.6 **“Modification”** means (i) a change to the delivered source code or metadata; or (ii) any development, other than a change to the delivered source code or metadata, that customizes, enhances, or changes existing functionality of the SAP Software including, but not limited to, the creation of any new application program interfaces, alternative user interfaces or the extension of SAP data structures; or (iii) any other change to the SAP Software (other than an Add-on).
- 1.7 **“Representatives”** shall mean (i) employees of receiving party and its Affiliates; (ii) attorneys, accountants, or other professional business advisors; and (iii) employees of any entity who are directly involved in the performance of obligations under this Agreement.
- 1.8 **“SAP Software”** means (i) the SAP SQL Anywhere software product, and any applicable documentation, licensed to Licensee under this Agreement, and delivered as incorporated into the TELCOR software, as specified in Software Order Forms hereto, all as developed by or for SAP, SAP SE and/or any of their affiliated companies, and delivered by TELCOR to Licensee hereunder; (ii) any new releases, updates or versions thereof made available through TELCOR, and (iii) any complete or partial copies of any of the foregoing.
- 1.9 **“Software Order Form”** means the TELCOR Quotation for the item(s) of TELCOR software which incorporates the SAP Software ordered by Licensee thereunder, including any necessary information on SAP Software and other information necessary for the delivery of such items to Licensee by TELCOR.
- 1.10 **“Software Use Rights”** means, the SAP OEM Software Use Rights Schedule, a copy of which are found at: <http://go.sap.com/about/agreements.partner-other-partnerships.html>. The Software Use Rights provide additional or supplemental terms and conditions in connection with the use of the SAP Software. Such Software Use Rights are incorporated herein by reference. SAP recommends that Licensee print a copy of the Software Use Rights for their respective records.
- 1.11 **“Standalone Use”** means the SAP Software (and any corresponding Third Party Products”) licensed under the Agreement may only be used with or access, directly or indirectly, TELCOR products and any other SAP Software or Third Party Products licensed under this Agreement.
- 1.12 **“Third Party Products”** means any software product (including, without limitation, address directories) licensed under the Agreement in which proprietary rights are held by someone other than SAP, SAP SE AND/OR THEIR RESPECTIVE Affiliates.

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2. LICENSE GRANT

- 2.1 Licensee is only granted a non-exclusive, perpetual (except for subscription based or term licenses) license to use the Software, Documentation, and other SAP materials to run the Licensee’s internal business operations (including customer back-up and passive disaster recovery) and to provide internal training and testing for such internal business operations. Licensee is obligated to comply with the limitations imposed on it below and the Software Use Rights.

3. RESTRICTED LICENSE

- 3.1 Unless otherwise specified, the SAP Software is licensed for Standalone Use and in conjunction with the TELCOR Software. Any Third Party Products contained in or provided with the SAP Software may only be used as part of the SAP Software. Licensee’s use of the SAP Software will be solely for the purpose of enabling performance and functionalities of the TELCOR Software (referred to as a “Restricted License”).
- 3.2 Licensee will not cause the SAP Software acquired hereunder shall not access, directly or indirectly, in any manner whatsoever, any third party runtime database acquired from SAP or its Affiliates or any of its respective resellers or distributors (“Database Restriction”). The Foregoing Database Restriction does not restrict the SAP Software from accessing any other software and/or third party software that is a business application licensed from SAP or its Affiliates or any of its respective resellers or distributors under a separate agreement, on a business process layer via APIs. For clarification, this Agreement does not contain a license to use, directly or indirectly, any SAP or its Affiliates’ software or other third party software (including without limitation, third party runtime database) not listed in an exhibit hereto. Any use or access of such non-licensed software, directly or indirectly, is subject to its respective license agreement which grants direct license rights to such software.

4. INTELLECTUAL PROPERTY

- 4.1 Licensee is not permitted to:
- (a) modify, adapt, translate, process, arrange or otherwise rework the SAP Software or make derivative works of the SAP Software, nor
 - (b) to reproduce the results achieved from any of these acts, unless, in each case of (a) and (b), such acts are necessary for the rectification of defects preventing or impairing the designated use of the SAP Software and neither SAP nor TELCOR have offered, upon notification by Licensee of any such defect to SAP and TELCOR in writing, rectification within a reasonable period and subject to the then-current reasonable terms, conditions and prices offered by SAP or TELCOR for performing such rectification or has not performed the rectification within a reasonable time period after having been commissioned by Licensee to do so. Any unauthorized works listed in (a) or (b) above developed by Licensee, and any Intellectual Property Rights embodied therein, shall be the sole and exclusive property of SAP or the respective Affiliates, and Licensee hereby assigns all rights in them (including moral rights) to SAP or its designated Affiliates. To the extent that Intellectual Property Rights embodied therein are not eligible to be transferred by operation of the law, SAP or its affiliates shall be granted exclusive rights to use the widest extent lawfully possible.
- 4.2 Licensee shall not disassemble, reverse engineer or decompile, nor otherwise create or attempt to create the source code from the object code of the SAP Software in any manner, unless such action is indispensable in order to obtain information necessary to achieve interoperability of the SAP Software with an independently created computer program and Licensee has not been provided such information, despite a written request, within a reasonable period of time. Information obtained through such action may not:
- (a) be used for purposes other than to achieve interoperability;
 - (b) be given to third parties, unless this is necessary to establish interoperability; or
 - (c) be used for the development, creation or marketing of programs similar to the SAP Software.
5. **CONFIDENTIAL INFORMATION.** Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. The receiving party shall take all reasonable steps to keep Confidential Information strictly confidential; shall not disclose any Confidential Information to any person other than its Representatives who are involved in the performance of this Agreement; shall not use Confidential Information for any purpose other than in connection with the parties’ performance of this Agreement; and shall not disclose to

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any person (other than its Representatives) any information about this Agreement. The receiving party shall be responsible for any breach of the terms of this Agreement by it or its Representatives. These restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (i) is independently developed by receiving party without reference to the disclosing party's Confidential Information; (ii) is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (iii) has become generally available to the public without breach of this Agreement; (iv) at the time of disclosure was known to the receiving party free of restriction; or (v) the disclosing party agrees in writing is free of such restrictions.

- 5.1 In the event that the receiving party or any of its Representatives are requested pursuant to, or required by, applicable law, or regulation or by legal process to disclose any Confidential Information, the receiving party shall provide the disclosing party with prompt notice of such request or requirement in order to enable the disclosing party (i) to seek an appropriate protective order or other remedy; (ii) to consult with the receiving party with respect to the disclosing party's taking steps to resist or narrow the scope of such request or legal process; or (iii) to waive compliance, in whole or in part, with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, the receiving party or its Representatives shall use commercially reasonable efforts to disclose only that portion of the Confidential Information which is legally required to be disclosed and to require that all Confidential Information that is so disclosed will be accorded confidential treatment. Liability for any breach of the foregoing confidentiality undertakings shall not be subject to any liability limitation otherwise applicable under this Agreement.
6. **INDEMNIFICATION.** SAP shall defend TELCOR against claims brought against SAP to the extent such claim (i) is brought by a third party owner of the intellectual property giving rise to the claim and (ii) alleges that TELCOR's distribution of the SAP Software in accordance with the terms and conditions of this Agreement constitutes a direct infringement or misappropriation of a patent claim(s), copyright, trademark or trade secret rights. SAP will pay damages finally awarded against TELCOR (or the amount of any settlement SAP enters into) with respect to such claim. SAP's obligations under this Section are conditioned upon: (i) TELCOR notifying SAP in writing of any such alleged claim without undue delay, and (ii) TELCOR authorizing SAP to have sole control over the defense or settlement of any such claim, and (iii) TELCOR cooperating fully in the defense of such claim and providing SAP with all relevant information and reasonable support, and (iv) TELCOR not undertaking any action in response to any infringement, or alleged infringement, of the SAP Software that is prejudicial to SAP's rights. SAP expressly reserves the right to cease such defense of any claim(s) in the event the SAP Software is no longer alleged to infringe or misappropriate, or is held not to infringe or misappropriate, the third party's rights. SAP shall have no obligation to indemnify if a claim results from unlicensed activities by Licensee. If an action is brought against SAP and/or its Affiliates by Licensee arising from the agreement between SAP, TELCOR, and Licensee, then TELCOR shall defend SAP and its Affiliates, at TELCOR's expense and shall pay any settlement.
7. **WARRANTIES.** SAP warrants that the SAP Software will substantially conform to the specifications contained in the Documentation for six months following delivery of the SAP Software. The warranty will not apply if the nonconformance is caused by a Modification, Add-On (other than a Modification or Add-on made by SAP and which is provided through OEM Support or under warranty), TELCOR, Licensee, Third Party Products or any software not provided by SAP. SAP does not warrant that the SAP 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 SAP Software are designed to meet all of TELCOR or Licensee's business requirements. To the extent the problem is reported by Licensee, Licensee shall provide SAP sufficient test time and support to duplicate the problem, to verify that the problem is with the SAP Software, and to confirm that the problem has been corrected. Provided TELCOR notifies SAP in writing with a specific description of the SAP Software's nonconformance within the warranty period and provided SAP validates the existence of such nonconformance, SAP will, at its option either: (a) repair or replace the nonconforming SAP Software, or (b) refund the license fees paid for the applicable nonconforming Software in exchange for a return of such nonconforming SAP Software. This is the sole and exclusive remedy under this warranty.
- 7.1 **Express Disclaimer.** EXCEPT AS SET FORTH IN WRITING IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR AND ITS LICENSORS MAKE NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES WITH RESPECT TO THE SOFTWARE AND ANY OTHER MATERIALS OR SERVICES COVERED BY OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OR CONDITION (A) OF

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8. LIMITATION OF LIABILITY

- 8.1 Neither SAP nor its licensors will be responsible under this Agreement for: (i) the modification, enhancement or other improvement of the SAP Software to fit the particular requirements of TELCOR or Licensee, or (ii) the correction of any program errors as a result of misuse of the SAP Software by anyone other than SAP. Under no condition will SAP or its licensors be responsible under this Agreement for preparation or conversion of data into the form required for use with the SAP Software.
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- 8.3 The limitations and exclusions in Section 8.2 shall not apply to: (a) willful misconduct or fraud, personal injury or death caused by negligence; (b) unauthorized use or disclosure of Confidential Information; (c) breach or violation of SAP or its Affiliates' Intellectual Property Rights; (d) fees owed under this Agreement; or (e) any other liability which cannot be excluded or limited by applicable law.
- 8.4 No party will bring a legal action under this Agreement more than two (2) years after the cause of action arose.