

SAP NFT License Agreement

This SAP NFT License Agreement (this “Agreement”) is a legally binding agreement between you and SAP America, Inc. (“SAP”) that describes the rights in Artwork (as such term is defined below) you may receive from SAP during your attendance at SAP’s Labs Talk live stream events. For clarity, this Agreement does not otherwise govern any other NFT transactions, including through any related decentralized technologies, websites, services, tools, applications, smart contracts, and APIs, which are provided by third party vendors and governed by and subject to the terms of use provided by those third party vendors, unless such third party terms of use conflict or are inconsistent with the terms of this Agreement, in which case the terms of this Agreement shall prevail. Subject to the foregoing, this Agreement supplements the Terms of Use (<https://www.sap.com/corporate/en/legal/terms-of-use.html>) and Privacy Policy (<https://www.sap.com/corporate/en/legal/privacy.html>) that otherwise govern your use of SAP’S website and application, but for clarity, these terms do not apply to any other product or service acquired from SAP besides the Artwork.

1. Definitions.

“Artwork” means the unique non-fungible tokens (NFTs) based on pictures generated by the Labs Talk team that can be collected by you during SAP’s Labs Talk live stream events. SAP Labs Talk is a bi-monthly live stream series on LinkedIn, announced via the SAP Customer Experience LinkedIn channel.

“Third Party IP” means any third-party patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, trademarks, know-how or any other intellectual property rights recognized in any country or jurisdiction in the world.

Information we collect automatically: When you interact with our Services, we (and our partners, advertisers, advertising networks and other third party service providers) automatically collect certain information. For example, we collect information about the webpages you view and how you move through our Services, how you reached our Services, how you interact with our social media pages, and how you interact with our email communications. You will also be required to register on the landing page in the webapp which will be collected by SAP. You acknowledge and agree that SAP may use the information collected about you for SAP community purposes.

2. License.

Subject to your compliance with the terms of this Agreement, SAP hereby grants you a worldwide, non-exclusive, non-transferable personal, limited license, solely with respect to the Artwork, to display the Artwork, privately or publicly, solely for personal, non-commercial purposes, including on social media platforms, digital galleries, or otherwise on the Internet. This license does not grant you any rights in or to the Artwork, including any of the copyrights described in Section 4 below. You acknowledge and agree that the Artwork has no commercial value.

3. Restrictions.

You agree that you may not, and will not permit any third party to, do or attempt to do any of the following without SAP's express prior written consent in each case: (i) modify the Artwork in any way; (ii) use the Artwork to advertise, market, or sell any product or service; (iii) use the Artwork in connection with malicious, harmful, offensive or obscene images, videos, or other materials or forms of media, including any that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise violate applicable laws or regulations or infringe upon the rights of others; (iv) use or incorporate the Artwork in movies, videos, video games, or any other forms of media for a commercial purpose; (v) license, sell, distribute for commercial gain, or otherwise commercialize merchandise that includes, contains, or consists of the Artwork; (vi) trademark, copyright, or seek to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Artwork, including any SAP name, trademark, logo, trade dress, or other source indicators contained or depicted therein; (vii) attempt to mint, tokenize, or create an additional cryptographic token representing the Artwork on any platform; (viii) falsify, misrepresent, or conceal the authorship of the Artwork; or (ix) otherwise commercially use or exploit any Artwork for your or any third party's benefit, including by selling copies of any Artwork or selling derivative works embodying any Artwork.

4. Ownership.

You acknowledge and agree that SAP (or, as applicable, its licensors) owns all legal right, title and interest in and to the Artwork, and all intellectual property rights therein. The limited license rights that you have in and to the Artwork are limited to those expressly described in Section 2 of this Agreement. SAP (on behalf of itself and, as applicable, its licensors) reserves all other rights in and to the Artwork, including all copyrights in and to the Artwork (e.g., the right to reproduce and make copies, to prepare derivative works, to distribute, sell, or transfer, to display, to perform, and to publicly display and publicly perform).

5. License Term and Termination.

The license granted in Section 2 shall terminate six (6) months from the date of the SAP Labs Talk live stream event at which you acquired the NFT. Your license to the Artwork shall automatically and immediately terminate without notice, and all rights shall revert to SAP upon the earlier occurrence of: (i) Your breach any portion of this Agreement; (ii) Your engage in any unlawful activity related to the Artwork (including transferring the Artwork); (iii) Your initiation of any legal actions against SAP or their parent, subsidiary, and affiliate companies, and each of their respective officers, directors, members, affiliates, agents, attorneys, and employees (collectively, the "SAP Parties"); (iv) if in SAP's sole determination and discretion, You disparage any of the SAP Parties, or their brands or products, or (v) six (6) months from the date of the SAP Labs Talk live stream event at which you acquired the NFT. Upon any termination, discontinuation or cancellation of Your license to the Artwork, SAP may disable Your access to the Artwork and You must delete, remove, or otherwise destroy any back up or single digital or physical copy of the Artwork. Upon any termination, discontinuation or cancellation of the license in this Agreement, the following Sections will survive: 3-10. You acknowledge and agree that SAP will delete all your data upon six (6) months from the date of the SAP Labs Talk live stream event at which you acquired the NFT.

6. Indemnification.

You shall indemnify, defend (at SAP's request) and hold harmless SAP, its affiliates and licensors, and its and their respective officers, agents, directors, representatives, contractors, and employees, from and against any and all claims, suits, demands, actions, losses, liabilities, damages, judgments, penalties, fines, expenses and other costs (including reasonable attorneys' fees) arising from your breach or alleged breach of this Agreement. SAP will also have the right to provide our own defense additionally or alternatively at our own expense.

You shall defend, indemnify, and hold the SAP Parties harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought by a third party against any SAP Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with (A) Your use or interaction with the Artwork or license to the Artwork, (B) Your breach or anticipatory breach of this Agreement, (C) Your violation or anticipatory violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental and quasi-governmental authorities in connection with Your use or interaction with the Artwork, and (D) any misrepresentation made by You (all of the foregoing, "Claims and Losses"). You will cooperate as fully required by SAP in the defense of any Claim and Losses. Notwithstanding the foregoing, SAP retains the exclusive right to settle, compromise, and pay any and all Claims and Losses. SAP reserves the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of SAP.

7. **Warranty.**

THE ARTWORK IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, SAP EXPLICITLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. SAP MAKES NO WARRANTY THAT THE ARTWORK WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. SAP MAKES NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OR CONTENT ON THE ARTWORK.

SAP WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF THE ARTWORK, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) CORRUPTED CRYPTOCURRENCY WALLET FILES; (IV) UNAUTHORIZED ACCESS TO ARTWORK; OR (V) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST BLOCKCHAIN NETWORK UNDERLYING THE ARTWORK.

SAP IS NOT RESPONSIBLE FOR ANY KIND OF FAILURE, ABNORMAL BEHAVIOR OF SOFTWARE (E.G., WALLET, SAP'S WEBSITE OR APPLICATIONS), BLOCKCHAINS OR ANY OTHER FEATURES OF THE ARTWORK. SAP IS NOT RESPONSIBLE FOR CASUALTIES DUE TO LATE REPORT BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE

BLOCKCHAIN SUPPORTING THE ARTWORK, INCLUDING FORKS, TECHNICAL NODE ISSUES OR ANY OTHER ISSUES HAVING FUND LOSSES AS A RESULT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

8. Limitation of Liability.

In no event will SAP be liable to you for any special, incidental, exemplary, indirect, punitive, or consequential damages (including loss of profits) with respect to the subject matter of this Agreement, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not you have been advised of the possibility of such loss or damage. You acknowledge that the Artwork has no commercial value and as such, SAP's aggregate liability under this Agreement shall not exceed USD \$1.00. The foregoing limitation of liability shall only apply to the extent permitted by applicable law. In no event will SAP be liable for any inability for you to access the Artwork for any reason, including as a result of any downtime, failure, obsolescence, removal, termination or other disruption relating to (a) the servers upon which the Artwork is stored or (b) any other NFT platform.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER SAP, THE SAP PARTIES, NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE ARTWORK WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE ARTWORK OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE OR INTERACT WITH THE ARTWORK OR ACCESS THE ARTWORK, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SAP, SAP PARTIES OR ITS SERVICE PROVIDERS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

YOU ACKNOWLEDGE THAT THE ARTWORK HAS NO COMMERCIAL VALUE AND AS SUCH, TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE APPLICABLE JURISDICTION, IN NO EVENT WILL SAP'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE USE OF OR INABILITY TO USE OR INTERACT WITH THE ARTWORK OR ACCESS THE ARTWORK EXCEED USD \$1.00.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SAP AND YOU.

8. Assignment.

SAP will have the unrestricted right to assign this Agreement and to assign, subcontract, license and sublicense any or all of its rights and obligations hereunder. This Agreement (including, without limitation, the license granted hereunder) is personal to you and shall not be assigned

or transferred by you. Any attempt by you to assign, sub-license, or transfer your rights under this Agreement shall be null and void.

9. Governing Law.

This Agreement will be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to its conflicts-of-law principles. Any dispute arising out of or relating to this Agreement shall be brought and adjudicated only in the courts, federal or state, located in the County of New York, State of New York, and SAP and you submit to the exclusive jurisdiction of such courts and waive any objections based upon improper venue or inconvenient forum. Neither SAP nor you will seek to litigate any claims against the other on a class action or representative party basis and shall pursue any claims solely on an individual basis.

10. Remedies.

Your rights and remedies in the event of any breach of this Agreement are strictly limited to the right, if any, to recover damages in an action at law, and you acknowledge that your remedy of money damages is adequate. You will not be entitled by reason of any such breach, and you will not seek, any equitable relief, whether injunctive or otherwise.

11. Miscellaneous Terms.

This Agreement will transfer and be binding upon and will inure to the benefit of the parties and their permitted successors and assigns. This Agreement constitutes the entire agreement, and supersedes any and all prior or contemporaneous representations, understandings and agreements, between the Parties with respect to the subject matter of this Agreement, all of which are hereby merged into this Agreement. Without limitation, the terms of any other document, course of dealing, or course of trade will not modify this Agreement, except as expressly provided in this Agreement or as the Parties may agree in writing. No amendment to this Agreement or waiver of any provision hereof will be valid or binding unless reduced to writing and duly executed by the Party or Parties to be bound thereby. Failure to promptly enforce a provision of this Agreement will not be construed as a waiver of such provision. Nothing contained in this Agreement will be deemed to create, or be construed as creating, a joint venture or partnership between the parties. Neither Party is, by virtue of this Agreement or otherwise, authorized as an agent or legal representative of the other Party. Neither Party to this Agreement is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf or in the name of the other party, or to bind such other Party in any manner. Nothing contained in this Agreement will be deemed to create any third-party beneficiary right upon any third party whatsoever. Each of the Parties acknowledges that it has had the opportunity to have this Agreement reviewed or not by independent legal counsel of its choice. If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable, then the provisions held invalid or unenforceable will be deemed amended, and the court or other government body is authorized to reform the provision(s) to the minimum extent necessary to render them valid and enforceable in conformity with the parties' intent as manifested herein. The headings to Sections of this Agreement are for convenience or reference only and do not form a part of this Agreement and will not in any way affect its interpretation. Neither Party will be afforded or denied preference

in the construction of this Agreement, whether by virtue of being the drafter or otherwise. For purposes of this Agreement, the words and phrases "include," "includes", "including" and "such as" are deemed to be followed by the words "without limitation".