END USER LICENSE AGREEMENT

FOR INT4 SUITE

Version: September 2022

1. Scope

1.1. This End User License Agreement provided by the Manufacturer (also referred as Licensor) governs the use of Software by End User (also referred as Licensee) for business purposes.

1.2. By signing this End User License Agreement, downloading, or using Software, End User agrees to be bound by the terms, conditions and restrictions of this End User License Agreement and any attachments hereto and warrants the use of the Software pursuant to this Agreement.

1.3. In case of a discrepancy between the terms of this End User License Agreement and the terms of its attachments, the terms of this End User License Agreement shall precede.

2. Definitions

Capitalized terms not otherwise defined shall have the following meaning:

2.1. **Affiliate:** any partnership, joint venture, corporation, company or other form of enterprise, domestic or foreign (collectively Legal Entity), including but not limited to subsidiaries, in which a Party 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 equity interest is maintained.

2.2. **End User:** means the final purchaser or licensee acquiring a license for usage of the Software on equipment owned, leased, or controlled by End User, or respectively its legal successors according to section 8 below.

2.3. **EULA:** this End User License Agreement.

2.4. **Foreground Intellectual Property Rights** (hereinafter: Foreground IPR): means all intellectual property rights to any and all Solution enhancements, modifications, changes, improvements, developments that are made to or for the Manufacturer's Pre-existing IPR, including but not limited to its source code, documentation, conception or design of Software or any of its part, request for changes, translation, adaptation, rearrangement, correction of errors, regardless whether the creation is done solely or jointly with the Manufacturer or by any third party, and whether created at End User's request under any statement or agreement.

2.5. **Manufacturer:** Int4 AG a duly registered company with registered seat in Zug, Switzerland (Bahnhofstrasse 11, 6300 Zug), having the UID number CHE-151.322.615, who owns Software and is entitled to grant rights of use therein.

2.6. **Partner:** entity other than the Manufacturer, authorized by Manufacturer to resell Software to End User subject to this EULA.

2.7. **Parties:** parties to this EULA that is End User and Manufacturer.

2.8. **Party:** a party to this EULA that is an End User or Manufacturer.

2.9. **Personal Data:** data pertaining to natural persons acting on behalf of the End User within the scope of the execution of EULA.

2.10. **Pre-existing Intellectual Property Rights** (hereinafter: Pre-existing IPR): means all intellectual property rights owned by the Manufacturer prior to signing the Agreement. All intellectual property rights mean sole and exclusive ownership of

registered and unregistered intellectual property rights worldwide such as but not limited to patents, copyrights, trademarks, product names, domain names, designs, software and its source and object code, web-design, trade secrets, know how, moral rights, database protection.

2.11. **Solution:** means a set of products within the Int4 Suite package as specified in Attachment 1 to this Agreement that belongs to the Manufacturer.

2.12. **Software:** means each individual product listed in Attachment 1 section 3 provided to End User on conditions under this EULA.

2.13. **Software Results:** means any right to the outcome of Software operation, run or execution or Software parametrization that is not related to its source code, but is an effect of regular Software use as stipulated in Attachment 1 to the Agreement. Software results include but are not limited to reports generated by or from the Software, configuration objects created within the Software, test scripts, Software set up, automation objects, notifications.

2.14. **Written (in writing):** includes documents signed personally as well as electronic form under the provision that its content is permanently reproducible without modifications, e.g., e-mail.

3. Subject

3.1. Subject matter of EULA is the limited in time license to the use of Software by End User according to the terms and conditions as set forth in this EULA and corresponding attachments. The source code of Software is not subject matter of EULA.

3.2. Software shall be used by End User on particular production system(s) indicated in Attachment 1 hereto. Software can be also used on corresponding, non-production system(s) that are instances of those listed in Attachment 1.

3.3. Any warranties to the Software outside of this EULA shall be excluded. Any specifications and descriptions of Software shall not be deemed or construed as a warranty for the Software given by the Manufacturer.

3.4. Manufacturer will provide the End User with a manual of Software only in English in electronic format (as stipulated in Attachment 1 section 5) including an installation tutorial, which enables End User to install Software autonomously.

3.5. Installation, configuration, parametrization, training, maintenance, consultancy services, data migration and services of any kind that are not expressly mentioned in this EULA are not owed by the Manufacturer.

3.6. Manufacturer hereby declares that it is the creator and owner of proprietary copyrights to the Software. 3.7. EULA is not a contract between the End User and SAP but only between End User and Manufacturer.

4. Ownership

4.1. Manufacturer retains and shall have sole and exclusive ownership of all Pre-existing Intellectual Property Rights including, but not limited to the Solution.

4.2. Unless stated expressly otherwise in this Agreement, such Pre-existing IPR of the Manufacturer may not be used in any way, disclosed, transferred, sold, published, or otherwise exploited by the End User.

4.3. In the event End User creates, solely or jointly with Manufacturer or any third party, derivative works, modifications, or improvements with respect to Manufacturer's Pre-existing IPR, Manufacturer retains and shall have sole and exclusive ownership to all such created or invented Foreground IPR. By Foreground IPR Parties also understand all title and interest in and to Solution, deliverables, possible documentation (e.g., manuals), specifications, materials and other items provided or created according to this Agreement. End User hereby transfers free of any charges to Manufacturer all rights to Foreground IPR upon their creation without restrictions in terms of material End User represents that End User has corresponding agreements, permitting End User to comply with this section 4.3 with all its employees, agents and/or subcontractors.

4.4. End User is the sole owner of any and all rights to Software Results.

4.5. The End User shall make reasonable arrangements in order to protect the Software from accessing by third parties. The End User shall especially store any backup copies in a secured place and obligate its employees not to make any copies of the Software that do not conform with the rules of this Agreement.

5. Hardware and software environment

5.1. End User is solely responsible for and shall ensure that its IT infrastructure (hardware and software) meets the requirements for the proper operation of Software and is maintained appropriately.

5.2. In order to use the Software, the End User will require appropriate licenses for SAP NetWeaver or the appropriate other licenses applicable to the respective underlying SAP software.

6. Term

6.1. Initial term of the license grant under this EULA shall be 1 (say: one) year starting with the activation of license key provided by Manufacturer for End User. The term shall automatically extend for a subsequent term of one year at the end of an initial term and any subsequent term, unless Partner or User inform Manufacturer that the agreement between Partner and User will not be prolonged or was terminated or Manufacturer informs End User that Partner is no longer authorized to resell Software.

7. License grant

7.1. According to the terms set forth in this Agreement, the Manufacturer hereby grants the End User a non-exclusive, worldwide, limited in time, revocable, commercial, royalty bearing, without the right to create derivative works, non-perpetual, right to use the Software (hereinafter: License) and the appertaining manual for the duration of this Agreement and in accordance with the terms of this Agreement.

7.2. Subject to the provisions of section 9 the End User is not entitled to transfer or sublicense the License.

7.3. Further to clause 7.1 the License grant is further limited and conditioned according to the metrics of selected products which are specified in separate agreements between End User and Manufacturer or its Partner. End User shall procure to comply at any time with such metrics and, in particular, not to exceed the metrics of selected products.

8. Fields of exploitation of Software

8.1. End User may only use Software and the appertaining manual for its internal business use. End User:

8.1.1. Shall not use Software to render data processing center services, outsourcing services, or application services to third parties.

8.1.2. Shall not distribute Software or copies thereof to the public, including use or rental.

8.1.3. Shall not use Software or a part of Software to develop any other product, especially if it could be competitive with Software or for any other commercial purposes.

8.2. The End User may use the Software only on particular production and corresponding non-production (development, sandbox, test and quality assurance) system(s) indicated in Attachment 1 to this Agreement. The use of the Software exceeding the scope outlined in Attachment 1 is forbidden.

8.3. Right to Reproduce: End User shall be entitled to reproduce Software to the extent required for its use on particular production system(s) indicated in Attachment 1, including any development or test instance(s) belonging to this particular production system(s). Attachment 1 contains the list of production systems for which the License is granted. If the End User is willing to use Software on development or test instance(s) which belong to other production system(s) which are not listed in Attachment 1, additional license fee is due. Such reproduction shall in particular include the installation of Software on the hardware and loading of Software to RAM of the hardware (which, for the avoidance of doubt, includes hardware owned or

maintained by an outsourcing partner contracted by the End User). The End User shall be entitled to make a reasonable number of back-up copies of Software as may be required to secure future usability of Software. This shall in particular apply to back-up copies of Software generated by automatic backup systems for the purpose of disaster recovery. Backup copies made on tangible storage media shall be marked as such and shall include all copyright notices present on the original storage media. Upon request of the Manufacturer, the End User shall give true information about the number and identity of tangible storage media as well as the place of the storage of any backup copies. Any other reproductions of Software are forbidden.

8.4. Right to Modify: End User may not translate, adapt, rearrange, or otherwise modify Software or correct errors hereof, unless it's essential for Software's use in accordance with EULA. The End User may modify Software only to the extent it is essential to correct errors and the Manufacturer defaults the correction of errors or rejects to correct the errors in an unjustified way. End User shall not be entitled to entrust the correction of errors to a competitor or potential competitor of Manufacturer, unless End User proves that the risk of disclosure of any trade secrets of the Manufacturer (especially the functionality and the design of Software) is excluded. End User shall not be entitled to use rights in such correction patch other than rights of use granted under this EULA. For the avoidance of doubt, End User is not entitled to modify Software's source code.

8.5. The End User may use Software or its part in other software subject to the provisions set forth herein.

8.6. Right to Decompile: End User is entitled to:

8.6.1. Observe, study, or test the functioning of Software in order to determine its ideas and principles, if the End User does so while performing loading, displaying, running, transmitting, or storing Software.

8.6.2. Reproduce the code or translate its form, if it is vital to obtain the information necessary to achieve the interoperability with other programs, provided that the following conditions are met:

8.6.2.1. These acts are performed by the End User or by another person having a right to use a copy of Software, or on their behalf by a person authorized to do so.

8.6.2.2. The information necessary to achieve interoperability has not previously been readily available to the persons referred in section 8.6.2.1, in particular only if Manufacturer has not provided End User within reasonable time upon End User's written request with data and/or information required to ensure interoperability of Software with other software;

8.6.2.3. These acts are confined to the parts of the original Software that are necessary to achieve interoperability.

8.6.2.4. The information referred to in this Section 8.6.2.4 may not be:

8.6.2.4.1. Used for goals other than to achieve the interoperability of the independently created software.

8.6.2.4.2. Given to others, except when necessary for the interoperability of the independently created software.

8.6.2.4.3. Used for the development, production, or marketing of Software substantially similar in its expression, or for any other act that infringes copyright.

All above mentioned activities are only allowed for internal purposes of End User and shall in no way grant to End the right to any commercial use of Software such as but not limited to reselling, leasing, or providing in any other form access to the Software to third parties.

8.7. Unless explicitly set forth otherwise herein, all rights in Software and the appertaining manual as well as in all copies made thereof by End User – whether amended or not – in particular the copyright and the right on and to inventions and any other intellectual property rights remain exclusively with the Manufacturer.

9. Transfer of License, Sublicense

9.1. The End User may transfer or sublicense its rights and duties to Software conveyed to him under this EULA, especially with regard to sections 7 ("License grant") and section 8 ("Fields of exploitation") above, to its Affiliates.

9.2. Any transfer or sublicense requires that:

9.2.1. End User fully and permanently ceases to use Software,

9.2.2. End User hands over all original copies of Software to its Affiliate and deletes all copies of Software made by it (except archival backup copy if required by law), and

9.2.3. Affiliate agrees vis-á-vis Manufacturer to comply with the terms of this EULA regarding use and transfer of Software.

10. Contractual penalty

10.1. In the event of any breach of sections 4, 7, 8 and 9 by End User, End User shall pay to Manufacturer for each breach a contractual penalty of 50.000 CHF (say: fifty thousand Swiss francs), or where the infringement is intentional, 100.000 CHF (say: one hundred thousand Swiss francs). In case the damages of Manufacturer surpass the mentioned contractual penalty, Manufacturer shall be entitled to demand the surpassing amount of damages according to statutory provisions. The payment of the contractual penalty does not free the End User from its obligations under this EULA.

11. Custody of End User

11.1. The End User shall make reasonable arrangements in order to protect Software from accessing by third parties. The End User shall especially store any backup copies in a secured place and obligate its employees and contractors not to make any copies of Software that do not conform with the rules of EULA.

12. Support Service

12.1. In the event of any defects of the Software, the Manufacturer shall provide support services with due care, the required expertise and in accordance with the current state of the art.

12.2. End User is obliged to immediately notify the Manufacturer or Partner about any defects of Software or relevant changes in Law by filing a case to the helpdesk of the Manufacturer described in Attachment 2 to this Agreement. It may notify the Manufacturer about any other issues with regard to functionality and operating of Software by filing a case to the helpdesk of Manufacturer. The End User shall observe Manufacturer's indications regarding the problem analysis, unless such indications are unreasonable, and give the Manufacturer any available information necessary to rectify a defect.

12.3. Manufacturer shall provide support services at its own discretion such as but not limited to by repairing or replacing Software or respective parts hereof. Defects shall mean a defect, error or bug in the Software having a material adverse effect on the functionality or performance of the Software, but excluding any defect, error or bug caused by or arising as a result of: (i) any act or omission of the End User or any person authorized by the End User to use the Software, (ii) any use of the Software contrary to this Agreement by the End User or any person authorized by the End User to use the Software, (iii) an incompatibility between the Software and any other system, network, application, program, hardware or software of the End User. Instead of repairing or replacing, Manufacturer may also provide End User with workarounds for the respective defect. To the extent reasonable, such workarounds shall be considered a rectification of the defect.

12.4. Manufacturer shall not provide any support services to the extent the defects are based solely on an alteration or modification or use of the Software by the End User which is not in compliance with this Agreement.

12.5. The availability, working hours and procedures of the helpdesk are specified in Attachment 2 hereto.

13. Upgrades, Updates and Fixes

The Manufacturer shall provide the End User with updates to the Software, as detailed herein and according to his sole discretion.

13.1. Update for this Agreement shall mean an amendment in the Software's source code, which may contain new features or improvements and shall be marked as a new sub-version number. Updates are applicable only to the Software and do not alter the License.

13.2. Updates will include all regular changes to the Software that are made available to all customers. Updates are to be included at no additional cost to the End User during the validity period of this Agreement. End User understands that If an Update is provided, the End User shall take prompt action to install such as directed by the Manufacturer. Failing to do so, the End User acknowledges that the Software may not work correctly or that the End User will not be able to take advantage of all the Software's available features. In such an event, the Manufacturer will not be liable for additional costs incurred as a result of such failure to install such Update. Provision of supporting services stipulated in §12 requires the End User to maintain the Software in the newest version possible.

13.3. Manufacturer will release Updates to the Software as SAP transports to the End User. It is the End User's responsibility to import those transports correctly in the SAP instances where the Software is installed.

13.4. Updates will always contain the newest version of the Software. Installing the Update will cause the Software to transit to its newest version.

14. Termination

14.1. Manufacturer may terminate EULA:

14.1.1. Upon written notification with 30 (thirty) days' notice, or

14.1.2. With effect at the end of the agreement between Partner and End User in case such agreement was effectively terminated, or

14.1.3. With immediate effect in the event End User violates the regulations of sections 4, 7, 8 or 9 of EULA.

14.2. The End User may terminate EULA due to missing usability of Software only if Manufacturer was given two attempts within an adequate time period to rectify defects and Manufacturer failed to rectify the defect. It can be assumed that Manufacturer failed to rectify the defect only if it is impossible to rectify the defect or Manufacturer rejects to rectify the defect or defaults it for an undue period of time.

14.3. Termination according to sections 14.1 or 14.2 requires the delivery of a notice of termination in writing (digital transmission via e-mail with electronic signatures is deemed to be sufficient) to the other Party.

14.4. In case of termination of EULA:

14.4.1. Any right of use to the Software granted to End User extinguishes.

14.4.2. The End User shall within 10 (ten) calendar days cease to use and uninstall Software on each and every server, destroy all copies of Software (except for archival copy if required by Law) and deliver a confirmation of the execution of these activities to Manufacturer or Partner.

14.5. In case of termination of Partner agreement between Manufacturer and Partner, End User consents that the Manufacturer assumes the agreement between Partner and End User. Manufacturer has the right to reject the assumption of agreement between Partner and End User within three months after obtaining knowledge of its content with a notice period of two months. In this case, this EULA ends at the same moment.

15. Indemnification by Manufacturer

15.1. Manufacturer hereby warrants to the best of its knowledge that Software does not violate or infringe any rights of third parties in regard to intellectual property, patents and/or trademarks and that to the best of its knowledge no legal action has been taken against Manufacturer for any infringement or violation of any third-party intellectual property rights. Manufacturer hereby warrants to hold End User harmless and indemnify End User for any cost, loss, or damage it may incur due to a

lawsuit or threatened lawsuit brought against it in regard to End User's use of Software, provided such use by the End User is in conformity with the EULA. End User shall promptly notify Manufacturer in case of such action giving reasonable details and request Manufacturer's consent prior to any settlement in relation to such lawsuit or claim. Manufacturer shall never be liable to End User if and to the extent the infringement of third parties' rights is based solely on an alteration or modification or use of Software by End User which is not in compliance with EULA.

16. Limited warranty and liability of Manufacturer

16.1. To the maximum extent permitted by applicable law, Software and any services are provided "AS IS" and without any warranty of any kind (either express, implied or by application of the law). Therefore, Manufacturer provides in particular no warranty and disclaims all assurances as to the general merchantability and fitness of Software for a particular purpose, conformity with applicable regulations, data accuracy and correctness of the results delivered by Software when in use. The selection and use of the Software is the sole responsibility of the End User, and the End User is solely responsible for the correctness of its work results and the diligent performance of its services. End User will make no representations or warranties on behalf of Manufacturer regarding Software, or any services rendered by Manufacturer.

16.2. In particular, but not limited to, Manufacturer is in no event liable for: (i) any disturbance, malfunction or changes of hardware and/or software environment deployed by End User in order to run the Software; (ii) operating and malfunctions resulting of outdated third parties' software being installed on the same instances or hardware as Software; (iii) disturbance of the Internet access of End User or any third party; (iv) any alteration or modification of Software by End User or any use of Software which is not in compliance with EULA; (v) other events out of control of Manufacturer (such as breakdown of a data center, failure of access providers, breakdown of a power plant etc.); (vI) changes of the hardware and/or software environment; (vii) force majeure events.

16.3. Manufacturer shall only be liable for unlawful intent and gross negligence as well as only for direct damage caused by bodily injury. Any further liability of the Manufacturer shall be excluded to the maximum extent permitted by law. In particular, Manufacturer shall not be liable for minor and medium negligence, any lack of commercial success, lost profits or any other consequential and indirect damages. Furthermore, any liability of Manufacturer for actions of auxiliary persons and contractual partners Manufacturer engages for the performance of the EULA shall be excluded to the maximum extent permitted by law.

17. Indemnification by the End User

17.1. End User shall defend, indemnify and hold harmless the Manufacturer and its Affiliates from all losses, liabilities, damages and expenses (including court fees and reasonable attorney fees) incurred as a result of any claim, demand, action or proceeding arising out of any breach of this EULA by End User. Manufacturer will promptly notify End User in case of such legal action and request End User's consent prior to any settlement in relation to such lawsuit or claim.

18. Force Majeure

18.1. In cases in which it is not possible or reasonable for one of the Parties to perform its obligations under this Agreement due to Force Majeure Events (as defined below), the respective other Parties shall not be entitled to assert claims for losses or damages. Notwithstanding the foregoing, the Party affected by the Force Majeure Event shall use reasonable endeavors to ensure that the effects of the Force Majeure Event on the other Party and on its own obligation to perform under this Agreement are as minor and brief as possible and to maintain its own ability to perform, to the extent possible. As soon as reasonably possible after the effects of Force Majeure Events are eliminated, the Party affected by a Force Majeure Event must subsequently perform, in accordance with this Agreement, the obligations under this Agreement it was prevented from performing by those effects to the extent that subsequent performance is possible. The Party that was prevented from

performing obligations under this Agreement by a Force Majeure Event shall immediately notify the other Parties of the impediment. Failure of the affected Party to notify of the occurrence and cessation of the force majeure event or its consequences shall deprive the respective Party of its right to further refer to force majeure as a ground for its exemption from liability

18.2. "Force Majeure Events" are deemed to consist of any events beyond a Party's reasonable control and which a Party is unable to overcome by the exercise of reasonable diligence, which event wholly or partially prevents the respective Party to perform its obligations under this Agreement, including but not limited to major fires, explosions, floods, storms, epidemics or pandemics, insurrections, wars, earthquakes, and other natural disasters, mass diseases, epidemics or pandemics, insurrections, wars, military operations of any nature strikes, accident to or breakdown of plant or machinery and shortage of electricity, blockade, prohibition (embargo) or any kind of restrictions on export or import and other acts or actions of public authorities..

18.3. If a force majeure or its consequences last for more than 2 consecutive months, each Party may terminate the Agreement at any time, and neither Party shall have the right to claim the other Party for compensation of damages. In case of such termination of the Agreement the Party shall not be obliged to return any fees paid in respect of the right to use the Software.

19. Data Protection

19.1. Each Party undertakes to comply with all applicable data protection regulations in their respective areas. To the extent that the Manufacturer, within the scope of this Agreement, processes personal data on behalf of the End User or its Affiliates, the Manufacturer shall be considered as a data processor within the meaning of the applicable data protection law and the Parties will enter into a data processing agreement.

19.2. Manufacturer informs End User about the processing of Personal Data in connection with the conclusion and performance of this EULA in the Personal Data Protection Notice which can be accessed under: https://Int4.com/wp-content/uploads/2020/09/Data-Protection-Notice.pdf.

20. Confidentiality

20.1. For purposes of EULA, "**Confidential Information**" shall mean any and all information received from the other Party or information regarding the other Party or its enterprise disclosed or obtained in any other way in connection with the EULA such as but not limited to information related to or regarding a disclosing party's products, services, technology, organization, billing records, investments, business plans, customers, prospective customers and other information that might have economic value, Software and its source code, Software documentation and customer lists, regardless of whether such information was marked as "confidential", "restricted", "proprietary" or similarly and irrespective of the form such information was disclosed or obtained (including but not limited to in writing, digitally, orally, by visible inspection or in any other form).

20.2. Information will not be deemed Confidential Information under this Agreement if such information (i) is publicly known; (ii) known to the receiving Party prior to receipt from the disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving Party; or (iv) is independently developed by the receiving Party.

20.3. Each Party shall (I) use Confidential Information solely for the purpose and to the extent necessary to perform its rights and obligations under the EULA and (ii) not disclose such Confidential Information to third parties.

20.4. Each Party shall take technical and organizational measures reasonably required to prevent the unauthorized use or disclosure of Confidential Information. Confidential Information of the other Party shall only be disclosed or made accessible to staff members who need to know this information and require the documents to perform the EULA and who have themselves been contractually obligated to maintain confidentiality. Neither Party shall pass on Confidential Information of

the disclosing Party to third parties without the disclosing Party's prior written consent, except as necessary to exercise its rights under EULA. If such consent has been granted, the third party must be obligated in writing to maintain confidentiality in accordance with the provisions of this section 20.

20.5. A Party may disclose Confidential Information of the other Party only if it is compelled by Law to disclose Confidential Information upon request or decision of the competent authority or court, after it provided the other Party with notice of such disclosure and the other (disclosing) Party did not attain limitation of the disclosure. The receiving Party shall provide the other (disclosing) Party with reasonable assistance, at the disclosing Party's cost, if the disclosing Party wishes to contest the disclosure.

20.6. Each Party shall return the documents, materials or information of the other Party that it has received in connection with the performance of this Agreement, including all copies thereof, at any time at the latter's request, or confirm that such documents have been destroyed.

20.7. The confidentiality obligation is binding throughout the term of this Agreement and five years after its termination.

21. Use of End User's name and logo for marketing aims

21.1. Manufacturer shall have the right to name End User as a customer of Manufacturer or to include the End User in the Manufacturer's customer reference list (including the right to use End User's brands and logos for such purposes).

22. Assignment of EULA by Manufacturer

22.1. Manufacturer may assign any of its rights and/or novate, transfer, sub-contract, or delegate any or all of its obligations under EULA to any third party without consent of the End User. This section 22.1 includes among others internal reorganization or reorganization within the group of Affiliates of Manufacturer.

23. Amendments / English language

23.1. All the amendments to EULA shall be made in writing or else shall be null and void.

23.2. All notices, consents, waivers and other communications in connection with EULA must be in English, in writing (electronic signatures are deemed to be sufficient), and will be deemed given when (i) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (ii) sent by facsimile or e-mail; or (iii) received by the addressee, if sent by certified mail, return receipt requested, in each case to the most current address/contact data of the receiving party.

23.3. EULA had been drafted and accepted in the English language. In the event of any discrepancy between the English language version and any other language version the English language version shall prevail.

24. Severability

24.1. Should portions of EULA be or become invalid in part or in their entirety, this shall not affect the validity of the remaining provisions. The Parties rather shall undertake to replace the invalid provision with a valid provision that comes closest to the desired economic intent.

25. Compliance with Laws

25.1. End User shall comply with the statutory provisions of public law applicable to EULA and use of Software. In particular it shall not violate antitrust laws and shall take all necessary measures to avoid corruption and violations against the rules of fair competition, trade restrictions and/or legally required concessions.

26. Applicable Law

26.1. EULA shall be governed by and constructed in accordance with the laws of Switzerland to the exclusion of the UN Convention on the International Sale of Goods (CISG) and any conflicts of law's provisions.

27. Venue

27.1. Any disputes, actions, claims, or causes of action arising out of or in connection with EULA or use of Software shall be submitted to the competent ordinary courts of the canton of Zug, Switzerland, provided that the End User is a merchant, a legal person or a legal entity under public law.

Signatures:

End User:

Company's name and legal form: _____

Registered address: _____

Contact person: _____

Phone no: _____

Email: _____

Role/position: _____

I hereby confirm that I am the duly authorized representative of the End User to sign this Agreement.

Date, place, signature

Attachment 1

Software Specification

Introduction

The Int4 Suite is a collection of products for regression testing and service virtualization software dedicated for testing and simulating message driven application interfaces (API) for SAP systems. Int4 Suite is distributed as a certified SAP Add-on. The Add-on can be deployed on SAP Solution Manager, or any other SAP ABAP based system. Minimal system components required for Int4 Suite installation are:

- SAP_BASIS 7.40 SP 00012
- SAP_UI 7.54 SP02

Int4 Suite was certified by SAP for S/4HANA version 2021.

1. Scope of testing

Int4 Suite is suitable for testing of following SAP systems/products:

1.1.   SAP Process Integration

1.2.   SAP Process Orchestration

1.3.   SAP Cloud Platform Integration (SAP BTP Neo and Cloud Foundry* environments)

1.4.   SAP ECC, SAP S4HANA and other ABAP based backend systems

1.5.   SAP Application Interface Framework (SAP AIF)

1.6.   SAP API Management

1.7.   The scope of testing SAP ECC, S4HANA and other ABAP based backend systems:

1.7.1.   IDOC scenarios

1.7.2.   Proxies scenarios

1.7.3.   AIF scenarios

1.7.4.   Validation of database records

2.   Software features

Int4 Suite provides among others, following functionalities:

2.1.   Creation of test cases by use of existing interface messages and business documents

2.2.   Mass execution of test cases

2.3.   Virtualization of sender systems by inserting message copies into SAP integration platforms

2.4.   Robotic crawler for automatic creation of SAP PI/PO test cases

2.5.   API for execution of Int4 APITester test cases from other software products

3.   **Detailed description**

The Int4 Suite consists of the following products: Int4 Shield, Int4 APITester, Int4 Messenger and Int4 Suite.

3.1. Int4 Shield

Int4 Shield automates testing of integration platform software, without access to external systems. It is based on creating the test cases by reusing already processed messages both from test or production systems.

During test execution, the interface messages are reinjected into the integration platform and the current results are compared with stored references.

Int4 Shield product components description

Component	Subcomponent	Description
Service Virtualization	Simulation of connected systems for inbound APIs, from external to SAP backend system	Simulation of connected systems by inserting test messages into integration platforms. See integration platform plugins for a list of supported platforms.
Integration Platform Testing	SAP PI/PO and SAP Integration Suite plugin	Provides support for testing SAP PI/PO (ABAP & JAVA stack) and Neo and Cloud Foundry SAP Cloud Integration. The SAP PI/PO supported version is Netweaver 7.31 – 7.5. On older versions, the SAP note 2437778 shall be implemented. In SAP PI/PO it is possible to test sender adapter modules in SAP PI/PO. In SAP Cloud Integration, the sender communication is tested based on Int4 Suite Dispatcher IFlow. Testing of sender communication for protocols based on private keys (AS2 etc.) is not technically possible and for testing is recommended by split the logic into separate IFlows.
	Data Scrambling	Enables anonymization and scrambling of sensitive data before storing it in test cases.
	Test Data Dynamization by Variables	Variables in test case configuration allows for dynamic modification of the test cases' content.

	XML/Edifact/Flat Payload Validation	The results of integration platform testing are based on comparison of historical outcomes with current execution. The comparator supports showing results in XML/Edifact/flat file formats.
Robotic Crawler for test data provisioning	Robotic crawler for SAP PI/PO	The crawler creates both the automation objects and test cases for SAP PI/PO interfaces.
	File Loader for SAP PI/PO testing	Allows for creation of test cases based on files.
	Robotic crawler for SAP CPI	Activates SAP IS trace and collects processed messages to create test cases for a set of interfaces.

3.2. Int4 APITester

Int4 APITester is a script-less SAP API testing tool for SAP S/4HANA implementations and middleware migrations, that allows full automated testing in the service layer (API) minimizing manual testing process.

Int4 APITester automatically creates the validation rules by identifying reference business documents in SAP backends. Subsequently, during test execution, the interface messages are reinjected into the integration platform and the current results are compared with stored references.

Int4 APITester product components description

Component	Subcomponent	Description
Service Virtualization	Simulation of connected systems for inbound APIs, from external to SAP backend system	Simulation of connected systems by inserting test messages into integration platforms. See integration platform plugins for a list of supported platforms.
Integration Platform Testing	SAP PI/PO and SAP Integration Suite plugin	Provides support for testing SAP PI/PO (ABAP & JAVA stack) and Neo and Cloud Foundry SAP Cloud Integration. The SAP PI/PO supported version is Netweaver 7.31 – 7.5. On older versions, the SAP note 2437778 shall be implemented. In SAP PI/PO it is possible to test sender adapter modules in SAP PI/PO.

		In SAP Cloud Integration, the sender communication is tested based on Int4 Suite Dispatcher IFlow. Testing of sender communication for protocols based on private keys (AS2 etc.) is not technically possible and for testing is recommended by split the logic into separate IFlows.
	SAP API Management plugin	Provides support for testing SAP API Management.
	Boomi plugin	Provides support for testing Boomi.
	Software AG WebMethods plugin	Provides support for testing SoftwareAG Webmethods (versions 9.X-10.X).
	General Adapter for unsupported integration platforms	Set of services to be added to integration platform flows. Enables testing on custom integration platforms, without dedicated support from Int4 Suite.
	Data Scrambling	Enables anonymization and scrambling of sensitive data before storing it in test cases.
	Test Data Dynamization by Variables	Variables in test case configuration allows for dynamic modification of the test cases' content.
	XML/Edifact/Flat Payload Validation	The results of integration platform testing are based on comparison of historical outcomes with current execution. The comparator supports showing results in XML/Edifact/flat file formats.
Robotic Crawler for test data provisioning	Robotic crawler for SAP PI/PO	The crawler creates both the automation objects and test cases for SAP PI/PO interfaces.
	File Loader for SAP PI/PO testing	Allows for creation of test cases based on files.
	Robotic crawler for SAP CPI	Activates SAP IS trace and collects processed messages to create test cases for a set of interfaces.

		Robotic crawler for Boomi	Collects processed messages to create test cases for a set of interfaces.
		Robotic crawler for General Adapter	Collects processed messages to create test cases for a set of interfaces.
SAP Business Backend Testing		IDOC, AIF and Proxy Testing	Provides support for direct backend testing of inbound and outbound IDOCs and Proxies (without integration platform). In addition it supports testing of inbound AIF messages.
		SAP ECC/ S4HANA/ TMS/MGD/ any other ABAP based system plug-in	Set of function modules to read SAP documents or triggering IDocs or SOA messages (e.g. from Output Control).
		Database document validation	Performs the test validation based on documents posted in SAP backend and compares it with references stored in test cases definitions. Established on pre delivered but fully customizable templates for database mapping.
Business Process Flow testing		Linking test cases in process order	Enables grouping test cases in a process order and passing data between them.
		API to combine Int4 Suite testing with external software (UI Test automation, CI/CD pipelines, defect and test management systems)	Allows to integrate Int4 Suite with UI Test automation solutions and Test Management software (e.g. Tricentis Tosca, Solution Manager Test Management Suite). External solutions can execute Int4 Suite test cases by exposed API.
		SAP CBTA, SAP eCATT and SAP Test Suite's Test Configuration Integration plugin	Allows calling external UI test tools compatible with SAP Test Suite directly from Int4 Suite.

3.3. Int4 Messenger

Int4 Messenger simulates external systems based on capturing requests to them. It requires a setup of a listener on each SAP environment (dev, QA, training, consolidation etc.) and the associated rule-based method of building the response.

Each activated listener is counted as a one active event-based service virtualization scenario.

The listener is set up for the individual application interface on an integration platform or SAP backend is a combination of the sender, interface name and the receiver (Tester Individual API).

Int4 Messenger product components description

Component	Subcomponent	Description
Service Virtualization	Simulation of connected systems for inbound APIs, from external to SAP backend system	Simulation of connected systems by inserting test messages into integration platforms. See integration platform plugins for a list of supported platforms.
	Event Based Service Virtualization	Automatic simulation of communication of virtualized systems. The external system response is triggered on demand by requests from SAP Environment (Request-Response). Service virtualization for asynchronous APIs.
	Rule Based Response Generation	Generates simulated system response based on XSLT or Integration Platform interface that contains rules to transform request to response.
	History Based Response Generation	Generates simulated system response based on historical records.
	SAP PO/PO Robotic Crawler for history collection	Automatically collects historical messages for further service virtualization.

3.4. Int4 Suite

Int4 Suite combines the full scope of functionalities offered in Int4 Shield, Int4 APITester and Int4 Messenger. It's a comprehensive solution for automatic testing and service virtualization. Dramatically increases the scope and speed of testing, at the same time decreases dependencies to external, third-party systems.

Int4 Suite product components description

Component	Subcomponent	Description
Service Virtualization	Simulation of connected systems for inbound APIs, from external to SAP backend system	Simulation of connected systems by inserting test messages into integration platforms. See integration platform plugins for a list of supported platforms.

	Event Based Service Virtualization	Automatic simulation of communication of virtualized systems. The external system response is triggered on demand by requests from SAP Environment (Request-Response). Service virtualization for asynchronous APIs.
	Rule Based Response Generation	Generates simulated system response based on XSLT or Integration Platform interface that contains rules to transform request to response.
	History Based Response Generation	Generates simulated system response based on historical records.
	SAP PO/PO Robotic Crawler for history collection	Automatically collects historical messages for further service virtualization.
Integration Platform Testing	SAP PI/PO and SAP Integration Suite plugin	Provides support for testing SAP PI/PO (ABAP & JAVA stack) and Neo and Cloud Foundry SAP Cloud Integration. The SAP PI/PO supported version is Netweaver 7.31 – 7.5. On older versions, the SAP note 2437778 shall be implemented. In SAP PI/PO it is possible to test sender adapter modules in SAP PI/PO. In SAP Cloud Integration, the sender communication is tested based on Int4 Suite Dispatcher IFlow. Testing of sender communication for protocols based on private keys (AS2 etc.) is not technically possible and for testing is recommended by plit the logic into separate iflows.
	SAP API Management plugin	Provides support for testing SAP API Management.
	Boomi plugin	Provides support for testing Boomi.
	Software AG WebMethods plugin	Provides support for testing SoftwareAG Webmethods (versions 9.X-10.X).

	General Adapter for unsupported integration platforms	Set of services to be added to integration platform flows. Enables testing on custom integration platforms, without dedicated support from Int4 Suite.
	Data Scrambling	Enables anonymization and scrambling of sensitive data before storing it in test cases.
	Test Data Dynamization by Variables	Variables in test case configuration allows for dynamic modification of the test cases' content.
	XML/Edifact/Flat Payload Validation	The results of integration platform testing are based on comparison of historical outcomes with current execution. The comparator supports showing results in XML/Edifact/flat file formats.
Robotic Crawler for test data provisioning	Robotic crawler for SAP PI/PO	The crawler creates both the automation objects and test cases for SAP PI/PO interfaces.
	File Loader for SAP PI/PO testing	Allows for creation of test cases based on files.
	Robotic crawler for SAP CPI	Activates SAP IS trace and collects processed messages to create test cases for a set of interfaces.
	Robotic crawler for Boomi	Collects processed messages to create test cases for a set of interfaces.
	Robotic crawler for General Adapter	Collects processed messages to create test cases for a set of interfaces.
SAP Business Backend Testing	IDOC, AIF and Proxy Testing	Provides support for direct backend testing of inbound and outbound IDOCs and Proxies (without integration platform). In addition, it supports testing of inbound AIF messages.
	SAP ECC/ S4HANA/ TMS/MGD/ any other ABAP based system plug-in	Set of function modules to read SAP documents or triggering IDocs or SOA messages (e.g., from Output Control).
	Database document validation	Performs the test validation based on documents posted in SAP backend and compares it with

		references stored in test cases definitions. Established on pre delivered but fully customizable templates for database mapping.
Business Process Flow testing	Linking test cases in process order	Enables grouping test cases in a process order and passing data between them.
	API to combine Int4 Suite testing with external software (UI Test automation, CI/CD pipelines, defect and test management systems)	Allows to integrate Int4 Suite with UI Test automation solutions and Test Management software (e.g. Tricentis Tosca, Solution Manager Test Management Suite). External solutions can execute Int4 Suite test cases by exposed API.
	SAP CBTA, SAP eCATT and SAP Test Suite's Test Configuration Integration plugin	Allows calling external UI test tools compatible with SAP Test Suite directly from Int4 Suite.

4. Technical implementation details

4.1. The Software was developed in ABAP and JavaScript. It consists of a set of JavaScript source files defining the web interface based on SAP UI5; and ABAP classes, functions, and reports, which all belong to the /int4/ namespace.

4.2. The Software data is stored in the database on the application server. Database's tables names start with /int4/ prefix.

5. Documentation

5.1. Product documentation is available online: https://int4support.atlassian.net/wiki/spaces/IUM

5.2. There is available Open SAP online course about the product: https://open.sap.com/courses/iftt1-pc

Attachment 2

Support Services

End User shall report errors and defects to the Manufacturer using the contact details below:

  i.**online https://int4support.atlassian.net/servicedesk and**

  ii.**email iftt@int4support.atlassian.net**

General Helpdesk

1. There shall be no limitations in the number of persons who can contact the Manufacturer´s Helpdesk, although the End User must provide the Manufacturer with the list of users that are authorized to raise tickets on behalf of the End User.

2. The Manufacturer shall provide the Helpdesk on working days in Switzerland, between 9 -17 CET.

3. In case of any incident the End User provides the Manufacturer access to the related system or describes the issue in a way, so that the Manufacturer can reproduce the issue on the Manufacturer system.

4. Parties agree on following prioritization of defects:

Priority Class	Description
Critical	Fatal loss of service
Major	Partial loss of service. Important functions are unavailable with no workaround acceptable to the End User; however, operation of the Software by a user can continue on a restricted basis.
Medium	Minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality. Operation of the Software by a user is not adversely affected.
Minor	A minor issue causing an inconvenience. There is no loss of service. The impact does not impede the operation of Software.