



HRIZONS HCH CLOUD APPS
General Terms and Conditions
Version Eff: 19 June 2023

General Terms and Conditions for SAP CLOUD SERVICES

ARTICLE 1 DEFINITIONS

1.1 Definitions. Capitalized terms not otherwise defined when first used herein have the meanings set forth below:

(a) “Agreement” means these General Terms and Conditions and the Order Form between Customer and HRIZONS to which they have been made a part. This Agreement, terms and conditions supersede and replace any prior agreements, terms and conditions between the parties and their predecessor entities.

(b) “Authorized User” means any individual employee, agent, contractor, or representative of Customer to whom Customer grants access to use the SAP Cloud Services. Authorized Users may only be Customer employees or authorized contractors listed by name as registered Authorized Users. For the purpose of this Agreement, a contractor shall be defined as an individual hired to perform a specified function on behalf of the Customer and is not an employee of a vendor that would be considered to offer competitive products to the SAP Cloud Services.

(c) “Customer Content” means all electronic content submitted by Customer to the SAP Cloud Services, but specifically excludes: (i) any suggestion, enhancement requests, recommendations of other feedback provided by Customer, including Authorized Users, relating to the operation, features or functionality of the SAP Cloud Services; and (ii) Usage Data.

(d) “Device” means the supported mobile and other devices described in the Documentation.

(e) “Documentation” means all written or electronic instructions, manuals, functional specifications, user guides and other materials related to use of the SAP Cloud Services, which may be provided by HRIZONS to Customer hereunder, including any new versions or updates thereto.

(f) “SAP Cloud Services” means the distinct, subscription-based, hosted, supported and operated on-demand solution provided by SAP and set forth an Order Form, including any tools provided in connection with the Agreement and any during the applicable Subscription Term, in each case as subscribed to under an Order Form solely for the Permitted Use for the applicable Subscription Term.

(g) “Law” means any local, state, national and/or foreign law, treaties, regulations and/or orders applicable to a respective party.

(h) “Mobile Application” means a software application that may be downloaded through HRIZONS or through HRIZONS approved software platforms or markets, from time to time, such as Apple’s App Store or Google Play, and loaded onto a Device by an Authorized User.

(i) “Order Form” means the ordering documents, in the form provided by HRIZONS, that are entered into between Customer and HRIZONS from time to time to detail SAP Cloud Services purchased hereunder. Order Forms shall be deemed incorporated herein by reference upon execution, and include additional details for SAP Cloud Services, pricing and the Subscription Term, as well as any additional third party license terms applicable to the purchase.

(j) “Permitted Use” means the processing of Customer Content solely for Customer’s own internal business purposes in accordance with the Documentation and this Agreement and not for the benefit of any third parties, directly or indirectly, and not for any personal uses.

(k) “Subscription Term” means the term for the SAP Cloud Services purchased, as stated in an Order Form and as may be renewed as set forth herein, unless earlier terminated as set forth therein or herein.

(l) “Territory” means the territory listed in the Order Form.

(m) “Updates” means any bug fixes, upgrades, changes, enhancements, and refinements to the SAP

Cloud Services that HRIZONS makes available to Customer and its other customers of the SAP Cloud Services. Updates do not include, however, any new software that has a form, fit or function that is materially different than HRIZONS may sell or license from time to time.

(n) “Usage Data” means statistical data that HRIZONS collects from time to time through Customer’s and other customers’ use of the SAP Cloud Services, Mobile Applications or HRIZONS websites, including without limitation number of users accessing the SAP Cloud Services, types of users, length of visits, repetition of visits etc.

ARTICLE 2 SAP CLOUD SERVICES

2.1 Provision of SAP Cloud Services.

During each Subscription Term, subject to the terms and conditions of this Agreement and contingent upon performance by Customer of Customer’s obligations herein and in each Order Form(s), HRIZONS shall use commercially reasonable efforts to make available to Customer the SAP Cloud Services, as set forth in the HCA Service Level Agreement (“SLA”). Copies of the current SLA are found at <https://hrizons.com/service-level-agreement> and are made a part hereof. The SAP Cloud Services include support and maintenance as described in Exhibit A.

(a) The SAP Cloud Services can be accessed through supported browsers (including regular and mobile web browsers) and through Mobile Applications that can be licensed and installed onto Devices from time to time, depending on availability. HRIZONS will deliver the initial access credentials to Customer. SAP Cloud Services will be deemed accepted by Customer upon such delivery.

(b) Any professional services required to implement and configure the SAP Cloud Services, and upload the Customer Content, shall be performed under separate agreement between HRIZONS and Customer.

2.2 License Grant; Use.

(a) Subject to the terms and conditions of this Agreement, and provided Customer remains current on payments due for the applicable Subscription Term, HRIZONS grants to Customer and its Authorized Users a nonexclusive, nontransferable, limited license, without the right to sublicense, to access and use the SAP Cloud Services in the Territory, and view the Documentation internally in the Territory for the foregoing use, in each case solely for the Permitted Use.

(b) Customer shall: (i) prevent unauthorized access to, or use of, the SAP Cloud Services via Customer and notify HRIZONS promptly of any such unauthorized access or use; and (ii) not in connection with the SAP Cloud Services: (1) introduce any “malware,” such as, but not limited to, viruses, worms, and Trojan Horses; (2) use deep-links, page scrapes, web crawlers, web robots, spiders, wanderers, web scutters, ants, automatic indexers, bots, worms, or other such devices, or programs, algorithms or methodologies which do the same things; (3) send or store, post, transmit or link from, infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (4) damage, disable, undermine, overburden, interfere with, disrupt, or impair the SAP Cloud Services or the servers on which they run or interfere with any other party’s use of the SAP Cloud Services; (5) obtain or attempt to obtain any content through any means not intentionally made available or provided for through the SAP Cloud Services; (6) use any of the logos, trademarks, service marks, or other indicators of origin appearing on the SAP Cloud Services; (7) attempt to gain access to the SAP Cloud Services or its related systems or networks in a manner not set forth in the Documentation; (8) permit access to the SAP Cloud Services by any third party hardware or software not authorized by HRIZONS; (9) copy, modify or create derivative works or improvements of the SAP Cloud Services; (10) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the SAP Cloud Services, in whole or in part; (11) bypass or breach any security device or protection used by the SAP Cloud Services or access or use the SAP Cloud Services other than through the use of then valid access credentials; or (12) access or use the SAP Cloud Services for purposes of competitive analysis of the SAP Cloud Services, the development, provision or use of a similar or competing software service or product. HRIZONS has no obligation to monitor Customer’s use of the SAP Cloud Services; however, HRIZONS and SAP reserve the right, at all times, to monitor such use, and to review, retain and disclose any information as necessary to ensure compliance with the terms of this

Agreement, and to satisfy or cooperate with any applicable law, regulation, legal process or governmental request.

2.3 Restrictions on Use.

(a) This Agreement does not grant Customer or any Authorized User the right to incorporate, merge, integrate or interface the SAP Cloud Services into any third party or self-developed products or to allow access to the SAP Cloud Services, in whole or in part, by other software or other products or services for any purpose without prior written approval of HRIZONS.

(b) SAP SE shall have and retain all rights in and to the SAP Cloud Services. Without limiting the generality of the foregoing, except as expressly permitted herein, Customer shall not, and shall not permit any Authorized User or other third party to: (i) access and use SAP Cloud Services in excess of what has been purchased under an Order Form; (ii) allow access to the SAP Cloud Services to any third party, including any contractor that is not a Authorized User, except as expressly permitted in advance in writing by HRIZONS and then subject to the restrictions in such permission; (iii) upload, download, recreate, display, perform, post, copy, reproduce, replicate, frame, mirror, disclose, publish, modify, create derivative works of, or translate the SAP Cloud Services or attempt to reverse assemble, reverse compile, reverse engineer, decompile, disassemble, or access the source code for, any of the SAP Cloud Services; (iv) modify, adapt, translate into other programming forms or languages or extend the SAP Cloud Services to operate in other environments or on other platforms; (v) use the SAP Cloud Services in the operation of a service bureau or on an application or software as a service provider basis to support anyone, otherwise provide services using the SAP Cloud Services or in any way represent an entitlement to provide or use the SAP Cloud Services for the benefit of third parties who would otherwise have to purchase a license themselves; (vi) rent, lease, sublicense, sell, assign, market, transfer, distribute, resell or loan by any means the SAP Cloud Services including without limitation granting sublicenses of or transferring (including transfer by rental or remote access) the SAP Cloud Services or the right to use same to benefit any third party; (vii) export or re-export, directly or indirectly, the SAP Cloud Services into any country prohibited by the applicable laws and regulations in the United States; or (viii) design or create any software program or system or content, in whole or in part, with features or functions similar to the features or functions of any of the SAP Cloud Services through use, evaluation, or viewing of the SAP Cloud Services. In addition, the applicable Order Form may contain restrictions on the manner of use of the SAP Cloud Services. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by HRIZONS regarding future functionality or features.

2.4 Authorized Use. Customer shall be responsible for ensuring that all Authorized Users are authorized to access the SAP Cloud Services, and are informed of, and abide by, the terms and conditions of the licenses granted to Customer hereunder and the other terms, conditions and restrictions set forth in this Agreement. Customer shall keep an accurate list of all Authorized Users.

2.5 Passwords. Each Authorized User must complete HRIZONS' registration process prior to access to and use of the SAP Cloud Services. As part of the registration process the Authorized User must provide HRIZONS with complete and accurate information as prompted by the applicable registration form. Authorized User access shall be granted as outlined in the Order Form under User Subscription Categories. Customer shall ensure that all data supplied in establishing User accounts is accurate and complete and that Users shall maintain the confidentiality of their usernames and password.

2.6 Suspension; Termination of Users. If HRIZONS has reasonable grounds to suspect that registration data is inaccurate or incomplete or that an Authorized User or Customer has violated or threatened to violate the terms and conditions of this Agreement, HRIZONS may suspend or terminate an Authorized User account, disable the password and refuse any and all current and future use of the SAP Cloud Services by such Authorized User. Customer shall immediately notify HRIZONS of any known or suspected unauthorized use of a User's password, username or account or any other breach of security or unauthorized access to or use of the SAP Cloud Services. HRIZONS also reserves the right to temporarily suspend provision of the SAP Cloud Services: (a) with prior written notice to Customer if HRIZONS determines in its reasonable discretion that such suspension is necessary to comply with any applicable Law; or (b) immediately, if HRIZONS

determines in its reasonable business judgment, that the performance, integrity or security of the SAP Cloud Services is being adversely impacted or in danger of being compromised, as a result of Customer's or any User's access or use.

2.7 License to Customer Content. Customer hereby grants, now and in the future, to SAP a nonexclusive, , sublicensable, worldwide, royalty-free and fully paid up license to upload, synchronize, reproduce, distribute, display, host, modify and create derivative works of the Customer Content solely as needed in order for the provision of the SAP Cloud Services for Customer hereunder during the Subscription Term and until Customer Content is deleted as specified herein.

2.8 Data Analysis. SAP and its Affiliates may create analyses utilizing, in part, data and information derived from Customer's use of the SAP Cloud Service. Analyses will anonymize and aggregate information, and will be treated as SAP's confidential information. Examples of how analyses may be used include: optimizing resources and support; research and development; automated processes that enable continuous improvement, performance optimization and development of new SAP products and services; verification of security and data integrity; internal demand planning; and data products such as industry trends and developments, indices and anonymous benchmarking.

ARTICLE 3 MODIFICATIONS

3.1 Modifications to the SAP Cloud Service and Optional Features. The SAP Cloud Service and SAP Policies may be modified by SAP, and HRIZONS will inform Customer of such changes via normal support procedures. Modifications may include new or deprecated features for the SAP Cloud Service, which Customer may use subject to the then-current Agreement.

ARTICLE 4 FEES

4.1 Fees. Customer shall pay all fees as specified and in accordance with the applicable Order Forms hereunder. Fees are quoted and payable in US dollars, all payment obligations under any and all Order Forms are non-cancelable, so all fees are due for the entire Subscription Term even if this Agreement is terminated early, and all payments made are non-refundable.

ARTICLE 5 OWNERSHIP

5.1 Ownership of Customer Content. As between Customer and HRIZONS, Customer retains ownership of all right, title and interest in and to all Customer Content, subject to the limited licenses granted to HRIZONS hereunder.

5.2 Ownership of SAP Cloud Services. Customer agrees that SAP shall retain ownership of all right, title and interest (including all intellectual property rights) in and to the SAP Cloud Services, including any Updates, customizations, amendments, additions, modifications, enhancements, and derivatives thereof. The entire content of the SAP Cloud Services is protected under the copyright laws of the U.S., international treaties and other intellectual property laws. Customer shall not remove, obscure, deface or otherwise conceal any copyright notices, logos or other indicia of ownership contained in the SAP Cloud Services. SAP shall have an exclusive, royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate in the SAP Cloud Services any suggestion, enhancement requests, recommendations or other feedback provided by Customer, including Authorized Users, relating to the operation, features or functionality of the SAP Cloud Services.

ARTICLE 6 CONFIDENTIALITY

6.1 Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be

confidential given the nature of the information and the circumstances of disclosure. Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information.

6.2 Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (a) the Receiving Party shall only use the Confidential Information for the purposes set forth in this Agreement, (b) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) to protect the Confidential Information of the Disclosing Party, and (c) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, vendors, contractors, and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. The foregoing is not intended to expand or limit the scope of license rights granted herein.

6.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

ARTICLE 7 LIMITED WARRANTY; DISCLAIMERS

7.1 Limited Warranty. Subject to the terms of this Article 7, HRIZONS warrants that: (a) the SAP Cloud Service shall perform materially in accordance with the Documentation; and (b) the Documentation shall be materially complete and accurate in its reflection of the operation of the SAP Cloud Service; provided that Customer complies with its obligations under this Agreement.

7.2 Remedies. HRIZONS' entire liability and Customer's exclusive remedy relative to the warranties above shall be for HRIZONS, at its sole discretion, to (a) promptly correct the defect following the terms of its support commitments at no additional charge or (b) terminate this Agreement, if the defect is not corrected (including via a workaround) within forty-five (45) days from notice thereof. To receive warranty remedies, Customer must promptly report deficiencies in writing to HRIZONS, but no later than thirty (30) days of the first date the deficiency is identified by Customer.

7.3 Limitations on Limited Warranties. The above limited warranties are null and void in the event: (a) Customer or any third party modifies or changes the SAP Cloud Services in any way other than as contemplated herein or as instructed by HRIZONS; (b) failure of the SAP Cloud Services has resulted from accident or misapplication by Customer; (c) Customer fails to use the SAP Cloud Services in accordance with the Documentation and this Agreement; (d) errors and malfunctions are caused by third-party hardware, software or services; (e) Customer uses incorrect procedures or data; or (f) nonperformance is caused by any cause not attributable to HRIZONS or SAP, including without limitation caused by Customer or any third party software or hardware.

7.4 Disclaimer. EXCEPT FOR THE WARRANTY EXPRESSLY SET FORTH IN SECTION 7.1, THE SAP CLOUD SERVICES AND DOCUMENTATION ARE PROVIDED "AS-IS" WITH NO WARRANTIES; AND HRIZONS EXPRESSLY EXCLUDES AND DISCLAIMS ANY OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, OPERABILITY, CONDITION, NON-INTERFERENCE, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, OR QUALITY, AS WELL

AS ANY WARRANTIES OF SYSTEM INTEGRATION, SUITABILITY, AND THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT, AND WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE AND USAGE OF TRADE. HRIZONS DOES NOT WARRANT THAT ACCESS TO, OR OPERATION OF, THE SAP CLOUD SERVICES WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE, THAT ALL ERRORS WILL BE CORRECTED, OR THAT THE SAP CLOUD SERVICES WILL SATISFY CUSTOMER'S OR ANY THIRD PARTY'S REQUIREMENTS. Any statements made by a third party, including authorized partners of HRIZONS, are not warranties of HRIZONS. HRIZONS is not required to maintain compatibility between the SAP Cloud Services and other software.

7.5 Infringement Indemnification. HRIZONS shall defend or otherwise dispose of, at its sole cost and expense, any claim, suit or proceeding brought against Customer which alleges that the use of the SAP Cloud Services as licensed hereunder and used in accordance with the terms of this Agreement, infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of the third party claimant, and shall pay the amount of any judgment or settlement to which HRIZONS agrees, provided that Customer gives HRIZONS prompt written notice of such claim, suit or proceeding and gives HRIZONS full information, cooperates fully and gives reasonable assistance in its defense or settlement. HRIZONS shall be entitled to solely control and direct such defense and to settle or otherwise dispose of such claim, suit or proceeding as it sees fit. HRIZONS shall not be required to indemnify Customer in the event of: (i) modification of the SAP Cloud Services by or via Customer in conflict with Customer's obligations or as a result of any prohibited activity; (ii) use of the SAP Cloud Services in a manner inconsistent with the Documentation; (iii) use of the SAP Cloud Services in combination with any other product or service not provided by HRIZONS if such combination results in the claim; or (iv) use of the SAP Cloud Services in a manner not otherwise contemplated by this Agreement; (collectively, the "Infringement Exceptions"). If an injunction is obtained in such action enjoining Customer's use of the SAP Cloud Services, HRIZONS shall have the right, at its option and expense, to either (a) obtain for Customer the right to continue to use the SAP Cloud Services, (b) promptly replace or modify the SAP Cloud Services with or to a product with substantially equivalent functionality, or, if (a) and (b) are not practical, terminate this Agreement and HRIZONS' sole liability (in addition to indemnification as set forth above) shall be to refund any prepaid fees paid by Customer for such SAP Cloud Services.

7.6 Indemnification by Customer. Customer shall defend, indemnify and hold HRIZONS and its officers, directors and employees harmless from any claims, suits, damages, liabilities, actions and losses (including reasonable attorney's fees and expenses) arising from or resulting from (a) Customer's (including an Authorized User's) misuse or unauthorized use of any of the SAP Cloud Services, (b) any claims relating to the Customer Content, except to the extent the claims arise from HRIZONS' negligence, or (c) the Infringement Exceptions.

7.7 LIMITATION OF LIABILITY.

(a) NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL HRIZONS' TOTAL, CUMULATIVE LIABILITY FOR ANY LOSS, COST, CLAIM, LEGAL ACTION OR DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY) EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER TO HRIZONS DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT GIVING RISE TO SUCH LOSS, COST, CLAIM, LEGAL ACTION OR DAMAGE UNDER THE ORDER FORM TO WHICH THE CLAIM RELATES. IN NO EVENT SHALL HRIZONS BE LIABLE UNDER OR AS A RESULT OF THIS AGREEMENT TO CUSTOMER, USERS OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST OR CORRUPTED CUSTOMER CONTENT OR DATA, LOSS OF USE OF CUSTOMER CONTENT OR DATA, LOST PROFITS, LOST BUSINESS OR LOST OPPORTUNITY), OR ANY OTHER SIMILAR DAMAGES, UNDER ANY THEORY OF LIABILITY (WHETHER IN

CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY), EVEN IF HRIZONS HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

(b) No claim, regardless of form, which in any way arises out of this Agreement, may be made or brought by Customer or Customer's representatives more than two (2) years after the basis for the claim becomes known to Customer.

ARTICLE 8 TERM; TERMINATION

8.1 Term of Agreement. The term of this Agreement ("Term") will commence on the Effective Date and this Agreement will remain in effect until terminated by HRIZONS or Customer in accordance with this Article 8.

8.2 Subscription Term. Each license commences on the start date specified in the applicable Order Form and continues for the Subscription Term specified therein. The price of each and the length of each renewal term shall be negotiated by both parties in good faith 180 days prior to the date that the then current Subscription Term terminates. Either party has the right not to renew at its discretion. Agreement shall be by separate written agreement or amendment to this Agreement in writing signed by both parties.

8.3 Termination for Cause. If either party materially breaches any of the terms or conditions of this Agreement, and fails to cure such breach within 30 days after written notice thereof, the other party shall have the right to terminate this Agreement (including all Order Forms) with written notice. Upon any termination by Customer pursuant to the preceding sentence, HRIZONS shall refund Customer any prepaid fees for the licenses that were to be provided after the date of termination. Upon any termination by HRIZONS pursuant to the first sentence, Customer shall pay HRIZONS the full amount of fees due for the remainder of the agreed Subscription Term.

8.4 Automatic Termination. On termination or non-renewal of the last-to-terminate of all Order Forms hereunder, this Agreement shall automatically terminate.

8.5 Effect of Termination.: Upon termination, each party upon written request shall promptly return to the other party any Confidential Information of the other party in whatever form or media originally provided, all licenses hereunder shall immediately terminate and Customer shall, and shall ensure that all Authorized Users shall, immediately cease use of all SAP Cloud Services. Termination of this Agreement for any reason shall not affect any past sums due under this Agreement. Prior to the effective date of termination, Customer may use SAP's self-service export tools (as available) to perform a final export of Customer Content from the SAP Cloud Service.

8.6 Surviving Provisions. Articles 1, 4, 5, 6 and 9, Sections 2.3, last sentence of 3.2(a), 7.4, 7.5, 7.6, 7.7, 8.5 and 8.6 and any terms stated to survive in the Order Forms shall survive any expiration or termination of this Agreement.

ARTICLE 9 MISCELLANEOUS

9.1 Notices. All notices permitted or required to be given hereunder shall be delivered personally or sent by telecopy or registered or certified mail, postage pre-paid, return receipt requested, addressed to the addresses of the parties as referenced in the Order Form, or as may be designated by each from time to time pursuant to this provision. Notices so given shall be effective (a) upon the date of personal delivery, (b) if sent by telecopy, concurrently with the transmission thereof if the sender's machine produces a transmission report without notice of a communication fault, or (c) on the third business day following the date on which such notice is mailed by registered or certified mail.

9.2 Language. All communications and notices to be made or given pursuant to this Agreement shall be in the English language. The official version of this Agreement is in English, and translations of this Agreement into other languages are for convenience, only.

9.3 Governing Law. The Agreement shall be governed by and construed in accordance with laws of the

State of Minnesota, without reference to its conflict of laws rules. The UN Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

9.4 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law, change of control or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, HRIZONS may assign this Agreement in its entirety (including all Order Forms), without consent of Customer, to its affiliate or in connection with a change in control, merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets or business. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

9.5 Entire Agreement. If there is a conflict between the terms and conditions of this Agreement and those of an Order Form, the terms and conditions of this Agreement govern those of the Order Form, except and to the extent that the Order Form expressly states that such term or condition or the Order Form in its entirety is intended to prevail. This Agreement (as described above) constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Notwithstanding any language to the contrary therein, no terms or conditions stated in Customer's purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

9.6 Force Majeure. Neither party will be liable for any failure to perform (except for payment of monies due hereunder) due to unforeseen circumstances or causes beyond its reasonable control, including, but not limited to, acts of God, acts of government, acts of terrorism, civil unrest, embargoes, acts of civil or military authorities, fire, flood, earthquakes, accident, strikes, inability to secure transportation, facilities, fuel, energy, labor or materials, or Internet service provider failures or delays. In the event of force majeure, time for delivery or other performance will be extended for a period equal to the duration of the delay caused thereby.

9.7 Independent Contractors. In all matters relating to this Agreement, HRIZONS and Customer shall act as independent contractors. Neither party will represent that it has any authority to assume or create any obligation, expressed or implied, on behalf of the other party, or to represent the other party as agent, employee, or in any other capacity.

9.8 Severability. The terms and conditions stated herein are declared to be severable. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, it shall be enforced to the maximum extent possible. The validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

9.9 Equitable Relief. The parties each acknowledge that any breach of license terms or restrictions or of Article 6 of this Agreement cannot reasonably or adequately be compensated by damages in an action at law and that a breach or threatened breach of such provision shall cause the non-breaching party irreparable injury and damage. The parties, therefore, agree that the non-breaching party shall be entitled, in addition to any other remedies it may have under this Agreement or otherwise, to preliminary and permanent injunctive and other equitable relief to prevent or curtail any actual or threatened breach of license terms or restrictions or of Article 6 of this Agreement; provided, however, that no specification in this Agreement of a specific legal or equitable remedy shall be construed as a waiver or prohibition against the pursuit of other legal or equitable remedies in the event of such a breach.

9.10 Third Party Beneficiaries. SAP SE is an intended third party beneficiary to this Agreement and shall have the right, but not the obligation, to enforce HRIZONS' rights and privileges set forth in this Agreement.

9.11 Cumulative Remedies. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.