

## End User License Agreement For “BTC My Timesheet-App”

**IMPORTANT – PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT-CAREFULLY BEFORE CONTINUING WITH INSTALLATION:** THIS END USER LICENSE AGREEMENT (“AGREEMENT”) IS A LEGAL AGREEMENT BETWEEN YOU AND **BTC AG** AND SETS OUT THE TERMS AND CONDITIONS FOR DOWNLOADING, INSTALLING AND USE OF BTC APPLICATIONS.

BY DOWNLOADING, INSTALLING, OR USING THE BTC APPLICATIONS YOU AGREE TO BE BOUND BY THIS AGREEMENT AND YOU CONFIRM THAT YOU ARE DULY AUTHORIZED TO ENTER INTO THIS AGREEMENT. IF YOU DO NOT AGREE TO TERMS OF THIS AGREEMENT, DO NOT DOWNLOAD, INSTALL OR USE THE BTC APPLICATION.

### DEFINED TERMS

For the purpose of this Agreement

“Application” (“APP”) means the coded symbol or icon, including software comprising it, which may include associated software programs, media, printed materials and “online” or electronic documentation, enabled to appear on your device through which you can perform the features and functions of the application.

“BTC” means BTC Business Technology Consulting AG, Escherweg 5, 26121 Oldenburg, Germany

The APP is protected by copyright, trademark and other intellectual property laws and treaties. The APP is licensed, not sold.

#### 1. GRANT OF LICENSE

BTC grants you the non-exclusive, non-transferable limited right to install and use the APP on a device that you own or control. This license does not allow you to use the APP on any Smartphone or Tablet that you do not own or control, and you may not distribute or make the APP available over a network where it could be used by multiple devices at the same time. The terms of the license will govern any updates/upgrades provided by BTC that replace and/or supplement the original APP, unless such update/upgrade is accompanied by a separate license in which case the terms of that license will govern.

#### 2. DESCRIPTION OF RIGHTS AND LIMITATIONS

You shall not:

- a). Remove any proprietary notices on any and all copies of the APP;
- b). Rent, lease, lend, sell or sublicense the APP;
- c). Decompile, reverse engineer, disassemble, modify or create derivative works of the APP, any updates, or any part thereof or bypass, modify, defeat, or tamper with or circumvent any of the functions or protections of the APP, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- d). Distribute registered copies of the APP to third parties;
- e). Deviate from all applicable laws and third party terms, e.g. wireless data service agreement if you have a VoIP application, regarding use of the APP;

If the APP can be configured through settings BTC provides to you, you are entitled to adjust those settings within the limits BTC allows without violating this Agreement.

#### 3. Support

BTC may provide you with support services related to the APP. Any updates/upgrades provided to you as part of such support services shall be considered part of the APP subject to the terms and conditions of this Agreement.

For questions regarding the APP please contact us at: [sap\\_fiori@btc-ag.com](mailto:sap_fiori@btc-ag.com)

#### 4. PROPRIETARY RIGHTS; OWNERSHIP

All rights, title and interest in and to the APP and any copies thereof are owned exclusively by BTC or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the APP is the property of the respective content owner and may be protected by applicable

copyright or other intellectual property laws and treaties. This grants you no rights to use such content. All rights not expressly granted in this Agreement are reserved by BTC.

You acknowledge that in the event of a third party claim alleging that the APP or your possession or use of the APP infringes such third party rights, BTC may, at its own discretion, solely investigate, defense, settle and discharge of any such intellectual property infringement claim. You shall promptly notify BTC in writing of such claim after you have received notice of it and give BTC full and sole authority and the cooperation necessary to defend or settle such claim. You will immediately discontinue the use of the respective APP. If you neglect to discontinue the use of the respective APP you shall indemnify BTC from any claims and hold BTC harmless from any and all damages that arise from such negligence.

#### **5. TERM; TERMINATION**

This Agreement is effective until it is terminated. Your rights under this license shall automatically terminate without notice if you fail to comply with any terms of this Agreement. Upon termination of the license you shall cease all use of the APP, and destroy all copies, full or partial, of the APP in your possession.

BTC reserves the right to immediately revoke your access to the APP without refund of any fees, if any.

#### **6. NO WARRANTY**

Neither BTC nor its suppliers warrants or assume any responsibility for the accuracy or completeness of information, text, graphics, links or other items that may be contained within the APP. YOU EXPRESSLY ACKNOWLEDGE THAT THE USE OF THE APP IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY BTC OR AN AUTHORIZED REPRESENTATIVE OF BTC CREATES A WARRANTY, AND THE APP IS PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND BTC AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, SUCH AS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. BTC OR ITS SUPPLIERS DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE APP, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY THE APP WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APP OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE APP OR SERVICES WILL BE CORRECTED.

#### **7. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (TORT, CONTRACT, OR OTHERWISE) SHALL BTC OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL COLLATERAL OR PUNITIVE DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, DEVICE FAILURE OR MALFUNCTION, DATA LOSS OR LOST PROFITS. THE FOREGOING LIMITATION SHALL APPLY EVEN IF YOU SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR OF ANY CLAIM BY ANY OTHER PARTY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

BTC's AND ITS SUPPLIERS AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAID FOR THE APP, IF ANY. Nothing in this Agreement limits BTC's liability to you for death or personal injury that results from BTC's gross negligence or willful conduct.

#### **8. INDEMNIFICATION**

You agree to indemnify, hold harmless and defend BTC from any claims, suits or proceedings including attorney's reasonable fees, which arise from anything you do or neglect to do in violation of this EULA, any agreement, any law, regulation or the order of any court or governmental authority, provided that BTC promptly notifies you in writing of such claim, suit or proceeding after BTC has received written

notice of it and gives you full and sole authority and the co-operation necessary to defend or settle such claim, suit or proceeding.

#### **9. USE OF INFORMATION**

You acknowledge and agree that BTC may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the APP. BTC may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you. The privacy policy that is governing such use of information is available at the website of BTC or SAP. E-mails we send you may include a web-beacon that tells us whether you have received or opened the email, or clicked a link within the email. If you may not want us to collect this information from our marketing emails, you may opt out of receiving our marketing emails via the website of BTC or SAP.

#### **10. EXPORT**

You shall comply with all export and re-export (control) restrictions and regulations. You shall not transfer, or encourage, assist, or authorize the transfer of the APP or underlying information or technology thereof to a prohibited country or otherwise in violation of such restrictions and regulations. By using the APP you are agreeing to the foregoing and you are representing and warranting that you are not (i) located in, under the control of, or a national or resident of any country or (ii) an entity or person, to which goods are embargoed by the appropriate government agency or export authorities.

#### **11. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by, interpreted and construed in accordance with the law of Germany, excluding that body of law known as conflicts of law and the United Nations Convention on Contracts for the International Sale of Goods. Any claims or disputes arising out of or in connection with this Agreement shall be exclusively settled by the Competent Court in Germany.

#### **12. ENTIRE AGREEMENT; AMENDMENT**

You acknowledge that this Agreement constitutes the entire agreement between you and BTC pertaining to the subject matter hereof and supersedes in its entirety any and all written or oral agreements previously ensuing between you and BTC with respect to such subject matter. YOU AGREE THAT NO TERMS OR CONDITIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER ORDERING DOCUMENT SHALL HAVE BINDING EFFECTS ON BTC OR MODIFY THIS AGREEMENT IN ANY WAY. No modification of this Agreement shall be enforceable against BTC unless BTC gives it express approval in writing, signed by an authorized representative of BTC.

#### **13. SEVERABILITY**

If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, then the parties hereby instruct such court to amend such provision to the minimum extent necessary to make it valid, legal and enforceable and, in the event such court is unwilling or unable to do so, such provision shall be severed from this Agreement. In any and all events the remaining provisions of this Agreement shall remain in full force and effect.

#### **14. U.S. GOVERNMENT RIGHTS**

The parties acknowledge and agree that the APP may be "commercial computer software", as that term is defined in the Federal Acquisition Regulations ("FAR") and, therefore, that the U.S. Government is subject to sections 12.212 and 227.7202 thereof and its use, duplication and disclosure of the SDK is governed by, and subject to, this Agreement. If, for any reason, such sections are not applicable, the parties hereby acknowledge and agree that the U.S. Government shall have "restricted rights" as defined in FAR sections 52.227-19(c) or 252.227-7014, as applicable.

#### **15. WAIVER**

No delay or failure of BTC to exercise any right or remedy will operate as a waiver of such right or remedy.

**16. ASSIGNMENT**

You may not assign or transfer your rights or obligations granted in this Agreement by operation of law or otherwise, without the prior written approval of BTC. BTC may assign its rights or obligations to other parties without your approval.

**17. HEADINGS**

Sections headings are provided for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect whatsoever.

**[IF APPLICABLE:] 18. SOFTWARE OF THIRD PARTIES**

BTC provides the following copyright notice for third party software included in the APP. This notice is required by the respective copyright holder and does not change your license to use this software.