

Nondisclosure Agreement and Individual Release Form

Please scroll down and read the terms and conditions of the Non-Disclosure Agreement ("**Agreement**"). By clicking "I Accept", "Submit", or taking some other action to proceed with accessing the SAP proprietary information associated with the usability testing, and any associated materials, such as the software, templates, dashboards, documentation, reference materials, and other contents of the electronic file(s) that accompanies this Agreement, You agree that this Agreement forms a legally binding agreement between You ("**You**" or "**Your**") and SAP SE, for and on behalf of itself and its subsidiaries and affiliates (as defined in Section 15 of the German Stock Corporation Act), and You agree to be bound by all of the terms and conditions stated in this Agreement. If You are entering into this Agreement on behalf of Your employer or as a consultant or agent of a third party, You represent and warrant that You have the authority to act on behalf of and bind that third party to the terms of this Agreement and everywhere in this Agreement that refers to 'You' or 'Your' shall also include your employer or the third party You are representing. If You do not agree to these terms, do not click "I Accept" or similar button, and do not proceed with the usability study, or accessing any of the associated materials.

WHEREAS, SAP is in the business of providing proprietary software, documentation, and related services to its customers, and

WHEREAS, SAP may ask You to participate in the activities described below in an effort to improve its proprietary software, documentation and related services, and

WHEREAS, SAP may disclose proprietary information pertaining to SAP's software, documentation, business strategies, business data, marketing plans and customer, systems and operations and related materials to You for the purpose of having You evaluate and consider SAP's internal systems and business requirements and/or assisting SAP to achieve its business goals; and

NOW THEREFORE, in consideration of such disclosure, the parties agree that:

I. Release Form.

- A. SAP is studying the goals and tasks of specific users. SAP wants to understand your responsibilities, the tasks that You do, the information that You need to complete tasks related to your job, and how our designs meets your needs. **We are not testing you. There are no right or wrong answers.** Your comments will help us better understand your work and how to improve our designs. Please read the following release and ask any questions regarding the content. Once You have read and understand the contents, sign the form. When you sign the form, you agree to all the conditions stated on it.
- B. As a participant, I understand that I will be asked to participate in the following usability activity:

Usability Test. I will be asked to perform a series of specified tasks on the computer or using paper representations of screens, mock-ups or other systems. At the end of each session, I will complete a written evaluation of the software, mock-up or system I have utilized and/or I will be interviewed about my experiences and reactions to the task I have just completed.

- C. The evaluation session will be audio-videotaped and the tapes studied. My name will not be associated with the recordings, but the recordings may be shown to other people employed by SAP or SAP affiliates. SAP may use the recordings in the future with no further obligation to me and I waive my right to review or inspect the recordings. However, the recordings will not be used in commercial advertising.
- D. I have been informed in advance about the evaluation and/or testing session procedures that will be followed. I have been given the opportunity to ask questions and have had my questions answered to my satisfaction. I have the right to stop participating in the evaluation or testing session at any time.

II. Non-Disclosure Obligations.

A. You will not, without the written consent of SAP, disclose the proprietary information of SAP received hereunder to any other person, other than those of employees of your employer with a need to know for the purpose of this Agreement (if You are acting as a representative of a business entity), nor will You use SAP's proprietary information other than for the purposes of this Agreement. You will hold all proprietary information provided by SAP hereunder in strict confidence; such items will not be copied or reproduced either in whole or in part by any method whatsoever, unless agreed upon in writing by SAP, or in the case of software, You will not reverse engineer or decompile these items, and You will exert your best efforts to prevent the disclosure to others of such items provided to You.

B. In the case of SAP, "proprietary information" shall mean its Software and related products, related documentation, other information as noted in the above recital and any other materials identified in writing or orally as proprietary, or that You

should reasonably understand to be the proprietary of SAP.

C. The terms "proprietary information" as used through this Agreement, shall not apply to information which;

- (i) has been legally in your possession on a non-confidential basis prior to disclosure by the SAP; or
- (ii) has become part of the public domain through no fault of your own; or
- (iii) has been developed subsequent to, and without use or reference to information provided by SAP; or
- (iv) SAP has communicated in writing to You that You may make public disclosure, or is otherwise deemed by SAP to no longer be confidential.

D. Upon SAP's request, or expiration or termination of this Agreement, You shall return all proprietary information disclosed to You hereunder, such as, but not limited to, written or descriptive material, drawings, operational data, blueprints, descriptions, or other papers or documents containing any proprietary information of SAP, to SAP, retaining no copies of the same, or destroy such proprietary information and so certify in writing to SAP that such destruction has been effected.

E. As part of this evaluation session, You may be asked to provide input regarding your activities under this Agreement, which may include comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of SAP software, products and/or services, or input as to whether You think SAP's development direction is consistent with your business and IT needs, and the technology marketplace in general (collectively "Feedback"). In order for SAP to utilize any Feedback that You provide, You grant to SAP a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license, with the right to sublicense to SAP's licensees and customers, under any and all relevant intellectual property rights that You may have, to use, publish, and disclose such Feedback in any manner SAP chooses and to display, perform, copy, make, have made, use, sell, and otherwise dispose of SAP's and its sublicensee's products or services embodying Feedback in any manner and via any media SAP chooses, without reference to the source. SAP shall be entitled to use Feedback for any purpose without restriction or remuneration of any kind to You or any third party.

F. Nothing contained in this Agreement shall be construed to grant You any right or license under any intellectual property right of SAP.

G. The provisions of this Agreement are severable. In the event of a judicial determination that any particular provision of this Agreement is invalid or unenforceable, the other provisions shall continue in full force and effect, as far as possible, as if the invalidated or unenforceable provision had not been part of the Agreement. In the event of a judicial determination that this Agreement is unenforceable according to its terms, the Agreement shall be so construed, by limitation of scope or duration or otherwise, as to be enforceable, and shall be enforced as so construed.

I. This Agreement shall be in effect beginning on the date You accept these terms and conditions by clicking "I accept" or similar, and shall continue in effect for a period of one (1) year, and may be renewed by the parties upon their written agreement. Either party may terminate this Agreement by giving the other party at least five (5) days prior written notice, with notice by e-mail being deemed sufficient. Upon expiration or termination, You agree to maintain the confidentiality and abide by the use restrictions of SAP's proprietary information for a period of five (5) years from the date of expiration or termination.

J. If You are located outside the US or Canada: This Agreement is governed by and construed in accordance with the laws of the Germany. You and SAP agree to submit to the exclusive jurisdiction of, and venue in, the courts of Karlsruhe in Germany in any dispute arising out of or relating to this Agreement. If You are located in the US or Canada: This Agreement shall be governed by and construed in accordance with the laws of the State of New York, United States of America, without giving effect to its principles or rules regarding conflicts of laws, other than such principles directing application of New York law. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.