

[Non-binding translation from German]

Control and Profit and Loss Transfer Agreement

between **SAP AG**
Dietmar-Hopp-Allee 16
69190 Walldorf
Germany

and **SAP Ventures Investment GmbH**
Dietmar-Hopp-Allee 16
69190 Walldorf
Germany
(hereinafter: the "**Subsidiary**")

§ 1

Management of the Subsidiary's Business

1. The Subsidiary places the management of its company under the control of SAP AG. SAP AG is thus authorized to issue directions to the Subsidiary's management with respect to the management of the company's business. The Subsidiary's management is obligated to comply with such directions.
2. SAP may not issue directions to the Subsidiary's management concerning the amendment, maintenance or termination of this Agreement.

§ 2

Transfer of Profits

1. The Subsidiary is obligated to transfer all of its profits in accordance with all provisions contained in the latest version of Section 301 of the German Stock Corporation Act (*Aktengesetz*; **AktG**) to SAP AG during the term of this Agreement.
2. The Subsidiary may, subject to the consent of SAP AG, only allocate amounts from the annual net profits to the revenue reserves (*Gewinnrücklagen*) (Section 272 (3) of the German Commercial Code (*Handelsgesetzbuch*; **HGB**)) to the extent this is permissible under applicable commercial law and justified in economic terms on the basis of reasonable commercial assessment. The Subsidiary may withdraw the amounts allocated to the other revenue reserves (Section 272 (3) HGB) during the term of this Agreement from the other revenue reserves and transfer them as profits. The transfer of amounts resulting from the withdrawal from other revenue reserves which were set up prior to the beginning of this Agreement or from any capital reserves is excluded.
3. The obligation to transfer profits shall apply for the first time for the full fiscal year of the Subsidiary in which this Agreement takes effect. The claim for transfer of profits shall arise and fall due at the end of the Subsidiary's balance sheet date.

§ 3
Assumption of Loss

1. As regards the assumption of any losses, the provisions contained in the latest version of Section 302 AktG shall apply.
2. The obligation to assume losses shall apply for the first time for the full fiscal year of the Subsidiary in which this Agreement takes effect.

§ 4
Effectiveness and Term

1. The Agreement shall take effect upon registration in the commercial register of the Subsidiary. As regards Section 1, the Agreement shall apply for the period commencing with the registration of this Agreement in the commercial register of the Subsidiary. In all other cases, this Agreement shall apply with retroactive effect from the beginning of the fiscal year of the Subsidiary during which this Agreement is registered in the commercial register of the Subsidiary.
2. The Agreement is concluded for a fixed term of five years (*Zeitjahre*) as from its validity pursuant to paragraph 1 sentence 3. In the event that these five years expire during the current fiscal year of the Subsidiary, the minimum contractual term is extended to the end of that fiscal year pursuant to sentence 1. The Agreement thereafter continues for an indefinite period unless it is terminated in writing by giving three months' notice to the end of the calendar year, taking into account the minimum contractual term.
3. In addition, the Agreement may be terminated for cause (*aus wichtigem Grund*) in writing without observing any notice period. Cause is deemed to exist in particular if SAP AG ceases to hold the majority of the voting rights in the Subsidiary, SAP AG disposes of or contributes the shares in the Subsidiary, SAP AG or the Subsidiary are merged, split or liquidated or an outside shareholder holds shares in the Subsidiary within the meaning of Section 307 AktG for the first time.

§ 5
Final Provisions

1. Should one or more provisions of this Agreement be or become invalid or impracticable or should this Agreement contain one or more gaps, the validity of the remaining provisions of this Agreement shall remain unaffected. Instead of any invalid or impracticable provision, a provision shall apply that comes as close as legally permissible to the economic result of the invalid or impracticable provision. Instead of any gap, a provision shall apply that would have been agreed by the parties in view of their economic intent if they had been aware of the gap.
2. For the purposes of construing individual provisions of this Agreement, the provisions contained in the latest version of Sections 14 and 17 of the German Corporate Income Tax (*Körperschaftsteuergesetz*, **KStG**) or any relevant successor provisions must be observed. To the extent that individual provisions of this Agreement conflict with Clause 3 (1), such Clause 3 (1) shall prevail over these provisions.

Walldorf, March 18, 2014

SAP AG

The Executive Board

SAP Ventures Investment GmbH

The Managing Director