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By clicking “I accept”, “I agree” (or similar wording to confirm your acceptance), or by accessing or using the services provided by SAP for the TwoGo by SAP version (together the “**Service**”) and other materials accompanying the Service (“**SAP Materials**”), you agree that this Agreement forms a binding agreement between you (“**You**”) and SAP America, Inc., if You are based in the US or Canada, or SAP Deutschland AG & Co. KG, if You are based outside the US or Canada, (“**SAP**”), each acting and represented in its own name and in the name of its subsidiaries and affiliates (as defined in Sec. 15 German Stock Corporation Act (Aktiengesetz)), and that You agree to be bound by the terms all outlined in this Agreement. If You do not agree to these Terms, do not click on “I accept” and do not try to access the Service or the SAP Materials or use them. SAP can amend the Terms of this Agreement on uploading them to the Service or publishing them on the website via which You access the Service, and with the continued use of the Service You declare your agreement with the modified Terms of this Agreement.

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- The Service is comprised of a technical platform that brings You and other people (one “**User**” in each case and together the “**Users**”) together so that You can communicate and find suitable partners for carpooling, receive messages from other users of the Service, accept ride requests, and transfer to the Service other materials that are permitted in accordance with these Terms of Use and its documentation (your “**Content**”). SAP can restrict the number of ride requests or suitable rides that You can create. SAP can also offer certain incentives to promote the use of the Service. SAP announces these restrictions and any incentives through the Service. In certain countries there is an option to receive email and text messages (if made available by SAP) containing information about your ride requests and suitable rides from other Users. By using the Service, You agree to receiving these messages through the Service. If the option for receiving text messages exists, You can choose to reject receiving text messages (but not email messages), whereby in certain countries messaging services may not be available or offered by your local service provider.
- **INTELLECTUAL PROPERTY.** SAP or its licensors are the owners of all rights, titles and claims to all copyrights, trademarks, patents, and other intellectual property rights, or other rights to the Service and SAP Materials and all improvements, design contributions or derivative works that You or SAP have developed on or from the Service or the SAP Materials. Except for the limited rights expressly granted herein, this Agreement does not transfer any proprietary right or interest in the Service or the SAP Materials. All rights not expressly granted to You in this Agreement are reserved by SAP and its licensors.
- **ACCEPTABLE USE.** You agree to only use the Service as follows:
 - You may use the Service to exchange ride requests with other Users of the Service solely for the purpose of finding suitable participants for carpooling.
 - You may only use the Service in strict accordance with the provisions of these Terms of Use to obtain information, provided that such information is not collected for a purpose that is or could be detrimental to SAP (unless such use is otherwise protected by law), and/or to contact SAP (either in a positive or negative way) and Users by email or telephone.
 - Any other use of the Service without the express permission of SAP is prohibited.
 - Any separate agreement between Users while using TwoGo by SAP, such as the actual formation of a carpool, take effect without the involvement of SAP and is made exclusively at the discretion of the Users and at the personal risk of the respective User. SAP in no way guarantees that such agreements shall come into existence.
 - SAP neither verifies the driver, his insurance, nor the status of a driver’s license. If You take part in the program as a driver, You declare that You hold a valid driver’s license and the vehicle that You use is properly insured, equipped, and registered.

You agree not to use the Service for the following purposes in particular:

- Publishing, uploading, posting, sending by email, transferring or otherwise making Content available (a) that You are not authorized to make available; (b) that is unlawful, harmful, vulgar, obscene, hateful, or discriminates against specific races or ethnic groups, or is otherwise objectionable; (c) that violates the rights of third parties to intellectual property; (d) that contains unsolicited or unauthorized advertisements, promotional material, surveys, junk mail, spam, chain letters, or other forms of commercial advertising or otherwise; or (e) that contains a software virus, Trojan, worm, time bomb, cancelbot, corrupted file, or any other computer file or software that is designed to disrupt, destroy,

- damage, or limit the software functionality of computer hardware;
- that slanders, harasses, harms, tracks (“stalks”), or threatens others, or violates the rights of others such as the right to privacy and the private sphere;
- that impersonates any person or organization, including an SAP representative, SAP employee, or other third parties, or wrongly specifies or provides otherwise misleading information concerning your affiliation with a person or an entity;
- forges email headers or otherwise manipulates your identity with the aim of disguising the origin of the Content provided over the Service;
- downloads files or contents, posted by another user, that You know or should reasonably know are not meant to be reproduced, displayed, executed, and/or distributed in this way;
- disrupts or interrupts the Service or servers or networks that support the Service, or disregards the requirements, procedures, policies, or regulations pertaining to networks connected to the Service;
- violates any applicable local, state, federal, or international laws and regulations;
- captures, collects or saves personal information or data belonging to other Users.

At its discretion, SAP can block access to the Service at any time. SAP will inform You accordingly in advance of its suspension of the Service.

- WEBSITES FROM OTHER COMPANIES. The Service may contain links to external sites (including embedded widgets or other access mechanisms) and information provided by SAP partners and third-party service providers on these external websites. SAP shall not be responsible for the Content of any linked websites, or any changes, or updates to such sites. You also hereby acknowledge and recognize that SAP is neither directly nor indirectly responsible or liable for damages and losses caused or alleged to be caused by or in connection with the use or use of the Content, goods, or services made available by another User or over a website linked in the Service. Any article, information, data, code, text, software, documentation, graphics, images, marketing materials, videos, photographs, messages, or postings to any forum, wikis or blogs in the Service, whether publicly posted or privately transmitted, are the sole responsibility of the person or entity who provides the Content.
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- COMPLIANCE WITH THIS AGREEMENT. SAP is entitled to verify your compliance with the Terms of this Agreement and may use the information regarding your use of the Service to improve SAP products and services and provide You with reports on your use of the Service.
- AMENDMENTS TO THE SERVICE. SAP may change or modify the Service at any time. Your sole remedy in relation to this is to terminate this Agreement.
- YOUR CONTENT. By submitting, posting or presenting Content in or through the Service, You hereby grant to SAP a worldwide, sub-licensable, non-transferable, non-exclusive license to the reproduction, adaptation, modification, translation, publication, public performance, public presentation, and distribution of your Content exclusively for the purpose of SAP providing the Service to You and other Users in accordance with this Agreement, including making your Content available to Users of the Service who You permit to view your Content. You are responsible for entering your data into the Service and maintaining the data You have supplied. SAP may use your Content in any other form to create aggregated usage statistics on the Service. SAP may communicate these aggregated statistics to other Users or to the public. You cannot be identified on the basis of such aggregated statistics.
- TERM AND TERMINATION. The term of this Agreement begins on the date You first access the Service and ends on its termination by either Party in accordance with the terms of this Agreement. You may terminate this Agreement at any time during the term by providing written notice to SAP. If You do not access the Service over a period of sixty (183) days it shall be deemed that You have terminated this Agreement. SAP may terminate this Agreement at any time by notifying You by email. SAP may suspend your access to the Service at any time, or remove all or part of your Content from the Service in order to protect its business interests or those of its customers, if according to the sole opinion of SAP, your Content or use of the Service violates or disregards the rights of others, or violates applicable laws or regulations, or could lead to damages to SAP, its customers or suppliers, or their systems. Either Party can terminate this Agreement by notifying the other Party (including by email) in the event that the other Party breaches an obligation under this Agreement. Upon termination of the Agreement, You no longer have access to your Content, and SAP will no longer store it unless SAP is required to do so by applicable law or as a result of legal proceedings. SAP does not offer any migration of your Content to a generally available version of the Service. Sections 13, 14, 17, 18, 19 and 20 continue to be effective following termination of this Agreement.
- does not provide support services for the Service under this Agreement.
- WARRANTY.

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- a. **If You live outside the US or Canada** : WHATEVER THE LEGAL BASIS, SAP SHALL ONLY BE LIABLE FOR DAMAGES UNDER THIS AGREEMENT IF THE DAMAGE (I) IS TO BE REPLACED UNDER THE GERMAN PRODUCT LIABILITY ACT, OR (II) IS CAUSED BY INTENT OR GROSS NEGLIGENCE ON THE PART OF SAP, OR (III) PERSONAL INJURY OR DEATH IS CAUSED DUE TO INTENT OR NEGLIGENCE ON THE PART OF SAP, OR (IV) A SLIGHTLY NEGLIGENT INFRINGEMENT OF A KEY CONTRACTUAL OBLIGATION OCCURS ON THE PART OF SAP (WHEREBY THE LIABILITY OF SAP IS LIMITED TO TYPICAL DAMAGES FOR THIS TYPE OF CONTRACT THAT WERE PREDICTABLE AT THE TIME THE AGREEMENT CAME INTO FORCE). IN ALL OTHER CASES, NEITHER SAP NOR ITS EMPLOYEES, AGENTS, AND CONTRACTORS SHALL BE LIABLE FOR ANY DAMAGES OR CLAIMS UNDER THIS AGREEMENT.
- b. **If You live in the US or Canada** : IN NO EVENT SHALL SAP BE LIABLE TO YOU, YOUR COMPANY, OR ANY THIRD PARTY FOR DAMAGES WHERE THE TOTAL EXCEEDS \$100 IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE SERVICE, OR THE SAP MATERIALS, OR AS A RESULT OF ERRORS IN THE SERVICE. THIS DISCLAIMER SHALL APPLY REGARDLESS OF THE FORM OF ACTION THAT MAY BE TAKEN AGAINST SAP REGARDLESS OF WHETHER IT IS ATTRIBUTABLE TO CONTRACTUAL LIABILITY OR TORT; THIS INCLUDES WITHOUT LIMITATION CLAIMS FOR NEGLIGENCE. YOUR SOLE REMEDY FOR ANY BREACH OF CONTRACT BY SAP OR ANY OTHER CLAIM WITH RESPECT TO THE SERVICE IS TO TERMINATE THIS AGREEMENT. NOTWITHSTANDING CONTRARY STATEMENTS IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL SAP AND ITS LICENSORS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOODWILL, OR LOSS OF PROFITS, INTERRUPTION TO BUSINESS, LOSS OF DATA, COMPUTER FAILURE OR MALFUNCTIONING, OTHER COMMERCIAL DAMAGES OR LOSSES, OR DAMAGES, OR PUNITIVE DAMAGES.
- **THIRD PARTY CLAIMS.** You indemnify SAP against all third-party claims that arise out of or in connection with (i) your use of the Service that is (a) inconsistent with this Agreement or (b) in violation of any applicable laws or regulations, or (ii) from an assertion that the rights of a third party are violated, ignored or used illegally by your Content or by your non-contractual use of the Service, or (iii) which arise from rides, carpooling or carpooling arrangements and related activities that are arranged through the Service. This provision applies regardless of whether such claims for damages were caused by your behavior or that of a third party who uses your log-in details. However, requirement for the aforementioned provision is that SAP informs You in writing and in detail without undue delay. In the defense of such claims, SAP is obliged to cooperate in full and may have their choice of legal counsel appear as representation at their own expense.
 - **PRIVACY.** You are solely responsible for providing SAP with complete and correct User information, and ensuring that it is kept up-to-date at all times. You are solely responsible for keeping your password secret. You are prohibited from using any other person's account at any time or transferring your account to another person. You take note and agree that SAP collects, uses, stores, and otherwise processes your personal information and usage data. The collection and processing of this personal information takes place in accordance with the SAP Privacy Statement, as stored under <https://www.twogo.com/web/content/Doc?locale=de&name=tg.cnt://privacy> and the German Federal Data Protection Act and other applicable laws. You hereby agree that SAP can access your account information and/or Content and retain and disclose it if required by law or in order to (i) comply with a legal process; (ii) to respond to claims that such Content violates the rights of third parties or (iii) to protect the rights, property, or personal safety of SAP, users and the public. Your account data remains in the system until You delete it, ask SAP to delete, or do not use the system for more than 183 days. You can upgrade your account at any time
 - **CONFIDENTIALITY.** Each Party shall take all reasonable measures (as defined below) to keep all confidential information belonging to the other Party secret, but each Party may disclose confidential information to persons who require access to it to enable the Party to exercise its contractual rights which are subject to the confidentiality obligations and make up an essential component of this Agreement. For the purposes of this Agreement, "reasonable measures" refer to those steps taken by the receiving Party to protect its own similar confidential and proprietary information and which at least correspond to appropriate care.
- a. **Exclusions** The aforementioned restrictions regarding the use and disclosure of confidential information do not apply to confidential information (a) which was independently developed by the receiving Party without reference to the confidential information of the disclosing Party, or was lawfully acquired from a third party without restrictions, who is entitled to provide the confidential information; (b) has been made generally available to the public by the receiving Party without breach of contract; (c) was known to the receiving Party at the time of disclosure without restrictions, or (d) is free from such restrictions according to a written statement made by the disclosing Party.

b. Definition. "In relation to SAP, "confidential information" refers to any information that protects SAP from unrestricted disclosure to third parties, including any trade secrets of SAP. With respect to You, the term Confidential Information" refers to your Content.

c. YOUR FEEDBACK. At the request of SAP, You can submit information on the Service. This information includes, without limitation, any comments or suggestions on the possible creation, modification, correction, improvement, or extension to the Service or any other websites, services or products of SAP (collectively "Feedback"). To enable SAP to use this Feedback, You herewith grant SAP a simple, perpetual, irrevocable, worldwide, royalty-free license with the right to grant sub-licenses to SAP licensees and customers within the context of their respective intellectual property rights, to use, publish, and share this feedback at the discretion of SAP and to present, execute, copy, produce, or have produced, use, sale, and otherwise transfer products or services of SAP and its sub-licensees that contain this feedback in any manner and on any medium selected by SAP without reference to the source. SAP is entitled to use Feedback for any purpose without any restriction or compensation to You and/or your representatives.

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a. If You live outside the US or Canada: This Agreement is governed by the laws of the Federal Republic of Germany and shall be interpreted in accordance with these laws. The jurisdiction and competent court of jurisdiction for any disputes between You and SAP concerning this present Agreement are exclusively the courts of Karlsruhe.

b. If You live in the US or Canada: This Agreement is governed by the laws of the State of Pennsylvania and shall be interpreted accordingly; Conflict-of-law rules do not apply. In the event of any conflict between foreign laws, rules and regulations and the laws, rules, and regulations of the State of Pennsylvania and the United States, the laws, rules, and regulations of Pennsylvania and the US take precedence and are decisive. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to this Agreement. The Uniform Computer Information Transactions Act in its current version does not apply. The jurisdiction and competent court of jurisdiction for any disputes between You and SAP concerning this present Agreement are exclusively the state or federal courts of Philadelphia (Pennsylvania).

COPYRIGHT POLICY. SAP respects the intellectual property of third parties; We expect the same from our Users.

· eine elektronische oder physische Signatur der Person, die berechtigt ist, im Namen des Eigentümers des Urheberrechtsanspruchs aufzutreten; At its sole discretion and under certain circumstances, SAP can block the access or accounts of Users who infringe the rights of third parties to intellectual property. If You think that your work has been copied in a way that constitutes a violation of your copyright or any other unlawful interference with your rights, we ask You to submit the following information to the Copyright Officer at SAP:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the work or other materials to which You raise copyright claims and in relation to which You believe your rights to be violated;
- A description of the reference on the website where the material is located for which You want to apply for violation/impairment of your copyright;
- Your address, telephone number, and email address;
- A statement that, to the best of your knowledge and belief, You have reason to believe that the disputed use is not authorized by the copyright owner, his agent, or applicable law;
- Your affidavit that the aforementioned information in your notification corresponds to the truth and that You are the copyright owner or authorized to act on his behalf.

The Copyright Officer of SAP, who is to be notified in case of an alleged infringement of copyright, can be reached at the following address: Valentina A. Boyet IP Counsel SAP 3999 West Chester Pike Newtown Square, PA 19073 USA (610) 661-5221 copyrights@sap.com

Ulrike Brunner Head of Trademark Affairs Global Legal Department SAP AG Dietmar-Hopp-Allee 16 69190 Walldorf +49/6227/7-42570 copyrights@sap.com

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- MISCELLANEOUS TERMS. This Agreement, including the Privacy Statement for TwoGo by SAP constitutes the complete and exclusive agreement between SAP and You regarding the subject matter hereof and supersedes all prior written and oral agreements, offers and other communications between the Parties relating to the subject matter. No verbal agreements exist. You may not assign your rights under this Agreement or otherwise transfer them without the prior written consent of SAP. If any provision of this Agreement proves to be invalid under applicable law, it shall not affect the validity of the remaining provisions of this Agreement. The waiver by either Party to any of its rights under this Agreement shall be construed as a waiver of any subsequent offenses. SAP is released from fulfilling the

- Service under this Agreement, insofar as non-performance is due to circumstances which are beyond the reasonable control of SAP.
- **USE IN CHINA.** If You live in mainland China (“China”), You acknowledge and agree that the Service is provided at the site of the SAP data center outside China by non-Chinese entities and that it is solely your responsibility to adhere to Chinese laws when using the Service. Notwithstanding any other provision of this Agreement, (i) You are responsible for establishing an Internet connection to the service from China and, (ii) under this Agreement, SAP does not provide telecommunications services (and provides no representations and warranties in this respect).
 - Additional Terms for here

Terms governing the here Service : The Service includes third-party services that are provided by here. The following conditions apply to the use of the here Service by the User:

a. **Restrictions on contact information.** HERE Europe B.V.(“here”) obtains the rights to use the points of interest, (“POIs”) of a third party. Due to restrictions imposed on here by this provider, POI data that is part of the here data is not permitted to be used to generate contact information in the form of lists of industry-specific business directories in the format American Standard Code for Information Interchange (“ASCII”) or other types of lists formatted as text that contain (i) the full address of each company and include (ii) a significant proportion of said directories for a particular county, city, state, or a certain state, or zip code area; However, the aforementioned restriction does not apply to mailing addresses or telephone numbers supplied in the form of a bitmap graphic or another non-text format.

b. End Users in US Government Agencies

If the here Service is utilized as part of the service from or on behalf of the United States Government, or any other entity seeking or exercising rights which are equal to the rights commonly claimed by the Government of the United States, the Service (in the following: the “Products and Services Included”) counts as a “commercial item” as defined in 48 US Code of Federal Regulations. 2.101 of the Federal Acquisition Regulation (“FAR”), if usage rights are granted under this Agreement, each copy of the Products and Services Included that are delivered or otherwise supplied is to be labeled with the following “usage note” and handled accordingly:

Usage Note

Name of the contractor (manufacturer/provider): HERE Europe B.V.

Contractor's address (manufacturer/provider): _ Kennedyplein 222-226, 5611 ZT Eindhoven, Netherlands The products and services contained within are a commodity within the meaning of US Federal Acquisition Regulation 2.101 and are subject to contract according to the terms under which they were provided.

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c. **Additional requirements.** You agree that the use of the here services is subject to the Terms valid at the respective point in time, which can be viewed at: <https://legal.here.com/en-gb/terms>. You are obliged to check these Terms for updates that are binding for You.

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