



Spryker Solution Partner Global Program – General Terms and Conditions

PREAMBLE

- (A) These Spryker Solution Partner Global Program – General Terms and Conditions apply to the Spryker Solution Partner Global Program as well as supplement and enhance
- (a) the SP Global Program Agreement along with its appendices (if applicable) individually agreed between Solution Partner and Spryker;
 - (b) the Spryker Academy terms as being shown in the respective service descriptions (<https://academy.spryker.com/learn>);
 - (c) other written arrangements concluded between the Parties.
- (referred to jointly as the “**Parts of Arrangement**”)
- (B) The then-current version of the T&C can be called here: <https://spryker.com/en/terms-of-service/>.

ARRANGEMENTS CONCLUDED

1. Definitions and Interpretation

1.1 *Definitions*

The following words and expressions, where visible from the context, have the following meaning for the purpose of this Spryker SP Global Program:

Add-On	extends the Software with optional modules developed by the Solution Partner, whereby it is installed on top of the Software and can be uninstalled at any time without affecting it;
Accession and Adherence Letter	has the meaning ascribed in the SP Global Program Agreement;
Affiliated Company	means an entity that directly or indirectly controls, is, controlled by, or is under common control with another entity, where control means the direct or indirect ownership of 50% or more of the voting power or equity in an entity or de facto control by an entity of another entity’s decision making;
ARR	means annual recurring revenue;
Bug Fix	means a change to the Software designed to handle a programming bug/glitch and is also known as temporary fix;
Beneficiary	means the member of the Spryker SP Global Program entitled to an SSC Scheme Incentive;
Cardinal Obligation	are all duties whose breach would jeopardize the achievement of the purpose the Parts of Arrangement as well

	as all duties whose fulfillment enables the Parties' proper performance under the Parts of Arrangement in the first place and on compliance with which the Parties can generally rely;
Confidential Information	has the meaning ascribed in Clause 15.1;
Data Subjects	has the meaning ascribed in Clause 16.1;
Dispute	has the meaning ascribed in Clause 18.1;
Effective Date	denotes the date as of which the Spryker SP Global Program applies as specified on page 1 of the SP Global Program Agreement;
Event Activity	has the meaning ascribed in Clause 5.4;
Expert Services	are standard consulting services, strategic consulting services, staging of workshops, or support in implementation provided by Spryker with regard to its products and services;
Extension	of the Software by the Spryker Customer, or by a third party on behalf of the Customer, denotes the extension of modules beyond the documented APIs, such as by overwriting internal classes or manipulating the database schema used by the core code;
Focus Territory	means a geographically defined area by Spryker the Solution Partner is going to focus its sales related activities within the framework of the Spryker SP Global Program on;
Force Majeure	has the meaning ascribed in Clause 17.1;
FOSS Components	has the meaning ascribed in Clause 8.4;
General Terms and Conditions for Participation in the Spryker Solution Partner Global Program	has the meaning ascribed in the SP Global Program Agreement;
Insolvency Event	is such in accordance with the provisions of the German Insolvency Code (<i>InsO</i>) or such in a comparable form according to the statutory provisions of any foreign jurisdiction;
Lead	means a person or legal entity who/which may potentially become a Spryker Customer;
Lead Conversion Conditions	has the meaning ascribed in the SP Global Program Agreement;
Marketing Activities	has the meaning ascribed in Clause 5.5;

MDF	means the marketing development fund set up by Spyker for the purpose the Spyker SP Global Program;
MDF Account	has the meaning ascribed in the SP Global Program Agreement;
MDF Reimbursement	has the meaning ascribed in the SP Global Program Agreement;
Non-Converted Lead	has the meaning ascribed in the SP Global Program Agreement;
Parts of Arrangement	has the meaning ascribed on page 1;
Patch	A patch release by Spyker is a patch if the internal API of a module is not changed – therefore, all internal method signatures are not affected, and there is no change in the call history or behavior of a method. A Patch Release can also trigger an improvement of a function (e.g. an increase in performance);
Permitted Usage of MDF	has the meaning ascribed in the SP Global Program Agreement;
Permitted Usage of MDF	has the meaning ascribed in the SP Global Program Agreement.
Prohibition on Solicitation	has the meaning ascribed in Clause 13.1;
Provisional Solution	has the meaning ascribed in Clause 17.2;
QBR Meeting	means quarterly business review meetings held jointly by the Parties;
Registered Opportunity Form	means an input mask on the Portal’s website (https://spryker.force.com/partner/s/register-your-deal), which can be used to submit a Lead;
SAL	means a sales accepted lead;
SCOS Upgrade	has the meaning ascribed in the SP Global Program Agreement;
Software	means individually or jointly Spyker Commerce OS (On-Premise Solution); Spyker Cloud Commerce OS (PaaS Solution); Spyker Click & Collect; Spyker Marketplace Suite; and/or Spyker PaaS+;
Solicitation	has the meaning ascribed in Clause 13.1;
Solution Partner	has the meaning ascribed on page 1;
SP Global Program Agreement	has the meaning ascribed in the SP Global Program Agreement;

Spryker	has the meaning ascribed on page 1;
Spryker Academy Terms and Conditions	has the meaning ascribed in the Preamble;
Spryker BDR	means a business development representative at Spryker;
Spryker Cloud Commerce OS	has the meaning ascribed in the Preamble;
Spryker Customer	has the meaning ascribed in the SP Global Program Agreement;
Spryker Partner Badge	has the meaning ascribed in Clause 4.7;
Spryker Partner Manager	means a representative at Spryker responsible for Solution Partner related activities;
Spryker Sales Manager	means a representative at Spryker responsible for sales related activities;
Spryker SP Global Program	has the meaning ascribed in the SP Global Program Agreement;
SSC Scheme Incentive Entitlement	has the meaning ascribed in the SP Global Program Agreement;
SQL	means a sales qualified lead;
Strategic Account	means a (prospective) Spryker Customer from a certain industry, sector or business area defined by Spryker the Solution Partner is going to focus its sales related activities within the framework of the Spryker SP Global Program on;
Strategic Solution Partner	means a Solution Partner, which, at Spryker's election, assumes a strategically important role with respect to certain rights, benefits and obligations attributed as a member of the Spryker SP Global Program;
Successful Converted Lead	has the meaning ascribed in the SP Global Program Agreement;
T&C	has the meaning ascribed on page 1;
TDF	means the training development fund set up by Spryker for the purpose the Spryker SP Global Program;
TDF Account	has the meaning ascribed in the SP Global Program Agreement;
TDF Reimbursement	has the meaning ascribed in the SP Global Program Agreement;
Term	has the meaning ascribed in Clause 12.1;

Total SSC Scheme Incentive Entitlement Split	has the meaning ascribed in the SP Global Program Agreement;
Training & Enablement Program	has the meaning ascribed in Clause 6.2;
Update	means changes to the Software and its modules which extend their functionality, which can be included in all of versions, i.e. Patches and Minor and Major Releases

1.2 *Interpretation*

In these T&C, the following words and expressions shall have the following meanings, to the extent evident from the context:

- (a) where a person is referred to, that includes legal entities (such as a limited liability company) and natural persons;
- (b) where these T&C are referred to, that includes other documents that are attached or are part in any Part of Arrangement by way of reference (in their valid version, if applicable as modified, supplemented or replaced from time to time);
- (c) headings are provided only for the purpose of greater clarity and do not have an effect on the content of the provisions in the respective section;
- (d) the word “including” and similar terms in any Part of Arrangement relate only to examples and do not confine the interpretation of the preceding passages; and
- (e) references to legal provisions relate to the legal provisions in their valid version at the time, if applicable as modified, extended or reenacted, and to all secondary provisions enacted as part of these legal provisions.

1.3 *Scope of Application*

- (a) General terms and conditions of the Solution Partner which deviate from these T&C or other deviating or supplementary agreements are only valid if expressly agreed on in writing between the Parties.
- (b) If Spryker amends the T&C, such changes shall also apply to existing business relationships, unless the Solution Partner objects to the change in writing within a period of one (1) month after becoming aware of and receiving an express notification by Spryker. In the event of an objection, Spryker reserves the right to extraordinarily terminate any or all Parts of Arrangement and consequently the Solution Partner's participation in the Spryker SP Global Program without notice.

2. **Purpose**

The purpose of applying these T&C is to provide a uniform framework for the Parties' cooperation as detailed in the SP Global Program Agreement, on which the Parties are individually agree, and to any Part of Arrangement.

3. **Requirements of Participation**

3.1 *General*

By participating in the Spryker SP Global Program, the Solution Partner agrees to meet certain participation requirements as part of this SP Global Program Agreement.

3.2 *Partnership Commitment*

In this spirit, the Solution Partner commits to the following:

- (a) Publication of at least one piece of content marketing material on behalf of or in collaboration with Spryker per year during the Term (for instance, including, but not limited to, a blog post, white paper or a case study, etc.) that is being promoted by the Solution Partner within its network as part of the Marketing Activities;
- (b) Publication of Spryker's logo on the Solution Partner's website as part of the Marketing Activities;
- (c) Participation in at least one Spryker webinar, podcast or Spryker-(co-)organized event per year during the Term as part of the Event Activities;
- (d) Generation, distribution and promotion of Spryker relevant content marketing material of Solution Partner's liking and choice as part of the Marketing Activities; and
- (e) Attendance to the annual general Spryker Partner Bootcamp.

3.3 *Marketing Opt-In*

Solution Partner's participation in the Spryker SP Global Program will serve as an opt-in to receive Spryker's marketing communications. Partner may elect to opt-out from receiving such by contacting Spryker directly.

3.4 *Joint Business Plan*

Each Solution Partner shall draw up a business plan together with Spryker to achieve an individually agreed revenue target with regard to new license business of Spryker including a Focus Territory and a Strategic Account ("**Joint Business Plan**"). The Joint Business Plan shall be valid for the period starting from commencement of the Solution Partner's fiscal year if not agreed otherwise between the Parties. The Parties shall finalize and adopt the Joint Business Plan within one (1) calendar months from the Effective Date of this SP Global Program Agreement. The Joint Business Plan serves as foundation of the collaboration between Spryker and the Solution Partner and will be reviewed quarterly during the QBR Meetings.

4. **Benefits of Participation**

4.1 *General*

By participating in the Spryker SP Global Program, the Solution Partner will receive the following benefits as part of the SP Global Program.

4.2 *Spryker Partner Portal*

The Solution Partner will be given access to the Spryker Partner Portal ("**Portal**") on which collaboration material will be provided to and can be used by the Solution Partner. The Portal contains various materials for sales, Marketing and related Activities. The Solution Partner is entitled to use such materials, as well as to adapt and distribute the content through its own solutions, however, always subject to Spryker's prior approval. For this purpose only, the Solution Partner shall be granted the corresponding non-exclusive, worldwide, non-transferable rights of use for the Term, which may be revoked by Spryker at any time without giving reason or prior

notice. The Solution Partner is prohibited from sharing information contained on the Portal with any third party or from disclosing it to such. The Solution Partner must do everything in its power to prevent a third party from gaining direct or indirect access to the Portal and, if the case may be, will take all necessary measures that third party's use of the Portal or materials will discontinued. All additional support will be provided upon request to channelmanagers@spryker.com or via the responsible Spryker Partner Manager.

4.3 *Marketing Contact at Spyker*

On availability, the Solution Partner can request to jointly introduce Marketing Activities with the marketing team responsible at Spyker. However, Marketing Activities must be prior evaluated and discussed with the responsible Spryker Partner Manager at Spyker or requested through the Portal. The final decision for each Marketing Activity to be commenced is with Spyker.

4.4 *Pre-Sale & Scoping Support by Spyker*

Each Solution Partner will be given the opportunity to request through the responsible Spryker Partner Manager or through channelmanagers@spryker.com support for pre-sale & scoping and technical evaluation. Any related pricing and availability is separately to be defined between the Parties.

4.5 *Access to the Partner Success Team at Spyker*

Each Solution Partner will be given the opportunity to request information with regard to common customers through the Partner Success Team, through the responsible Spryker Partner Manager at Spyker or through the Portal.

4.6 *Access to Expert Services at Spyker*

Each Spryker Partner will be given the opportunity to request additional service support from Spyker for existing and future projects with regard to the Spryker's products and services. The support in form of so-called "**Expert Services**" is requested through the responsible Spryker Partner Manager at Spyker and is invoiced separately by Spyker on terms and conditions separately to be agreed between the Parties.

4.7 *Spyker Partner Badge*

After successfully meeting the requirements of the Spryker Training & Enablement Program, the Solution Partner is entitled to hold and display the official "**Spyker Partner Badge**", serving as proof of successful certification, as long as the Solution Partner and its staff is maintaining its certified status. The Spryker Partner Badge will only be provided to the Solution Partner after successfully meeting the respective conditions. The positioning of the Solution Partner's logo remains at Spyker's discretion and choice.

4.8 *Strategic Partner Management*

After internal evaluation by Spyker, the Solution Partner can be assigned to a Spryker Partner Manager serving as dedicated contact person at Spyker, which proactively supports the Solution Partner in performing its obligations and receiving its benefits as part of Spyker's strategic partner management. Spyker does not guarantee strategic partner management and owns the right to evaluate during QBR Meetings to provide based on the Solution Partner's performance the strategic collaboration with the Solution Partner. In the event of non-strategic collaboration between the Parties, the Solution Partner continues a self-management approach based on the information contained in the Portal.

5. **Cooperation between the Parties**

5.1 *General*

The Parties are in mutual and continuous exchange to achieve the jointly agreed and goals as part of the SP Global Program.

5.2 *Joint Business Plan for Sales Process*

- (a) Each Solution Partner is in continuous exchange with its Spryker Partner Manager to achieve the agreed objectives contained in the Joint Business Plan.
- (b) Each Joint Business Plan must contain a target account list based on Strategic Accounts and territories the Solution Partner is going to focus on. No Strategic Account and/or Focus Territory will be exclusively assigned to one Solution Partner.
- (c) All Leads contained in the target account list have to be registered through the Portal serving as single source of truth. The Solution Partner is able to manage registered Leads through the Portal.

5.3 *Quarterly Business Reviews*

Each Solution Partner will review with its Spryker Partner Manager the performance during QBR Meetings. Such performance numbers and any other relevant content shall be prepared by both Parties prior to each QBR Meeting.

5.4 *Event Activities*

- (a) “**Event Activities**” include, without limitation, trade fairs, congresses, Solution Partner events, roundtable discussions and road shows.
- (b) On availability, Spryker will offer the Solution Partner the opportunity to present itself as a co-exhibitor or co-sponsor at various Spryker exhibition stands and events in domestic and international industry trade fairs. Pricing and set-up are agreed separately between the Parties depending on the Event Activity. The allocation of co-exhibitor stands is subject to availability and at Spryker's discretion and choice only.
- (c) Spryker keeps the right to evaluate co-sponsoring events offered by the Solution Partner. There is no entitlement for Spryker to sponsor such events. Such decision is always made on an individual basis.
- (d) Costs incurred for an Event Activity can be reimbursed by Spryker to the Solution Partner through an MDF Reimbursement provided that the requirements are met.

5.5 *Marketing Activities*

- (a) “**Marketing Activities**” include, without limitation, all activities except Event Activities, which serve to generate leads, as well as to position the Solution Partner, its products and services in combination with Spryker’s products and services.
- (b) During the Term, the Parties grant each other permission to use their company names and logos. The publication requires the prior approval of the other respective Party in text form (e-mail sufficient). The Party exercising the right of use shall notify the responsible Spryker Partner Manager and/or use the dedicated channel of support. For such purpose, each Party grants the other Party a non-exclusive, worldwide, non-transferable right to use the other Party’s name and logo, limited to the Term. Subject to the limited licenses and rights

set forth in the SP Global Program Agreement, nothing in such SP Global Program Agreement transfers or assigns to either Party any of the other Party's intellectual property or other proprietary rights in the other Party's technology products and services.

- (c) The Parties shall post a partner profile on their website within four (4) calendar weeks after the Effective Date of this SP Global Program Agreement, detailing comprehensively the products and services offered by each Party.
- (d) With the Effective Date of this SP Global Program Agreement, the Parties shall publish an initial announcement of their partnership through appropriate communication channels which can be defined by the Parties before commencement of such measure.
- (e) Upon operation of the platform – on the basis of the Software – of each Spryker Customer for which the Solution Partner is responsible with regard to project implementation (“**Go Live**”), the Solution Partner creates a case study and makes it available to Spryker. The publication of this case study on Spryker's website as well as its marketing is at Spryker's discretion and choice. The Solution Partner shall grant Spryker all necessary rights of use and exploitation for this purpose, provided that the respective Spryker Customer has given its consent for publication.
- (f) Costs incurred for a Marketing Activity can be reimbursed by Spryker to the Solution Partner through an MDF Reimbursement provided that the requirements are met.

6. Spryker Training & Enablement Program

- 6.1 The Spryker Academy Terms shall apply to the Spryker Training & Enablement Program.
- 6.2 Spryker will give the Solution Partner access to its dedicated training and certification sessions as part of Spryker's training and enablement program (“**Spryker Training & Enablement Program**”). In doing so, the Solution Partner can choose between various trainings and certifications offered by the Spryker Academy (the then-latest list of services and prices can be called here: <https://academy.spryker.com/learn>). All trainings and certifications are generally taking place remotely.
- 6.3 During the Term of the SP Global Program Agreement, the Solution Partner is required to undertake an annual re-certification of its staff to maintain their certified status. The Solution Partner is entitled to directly enroll its staff for (re-)certification exams without having the staff taking part in training courses for such purpose again.
- 6.4 Spryker reserves the right to continuously change the content and services available under the Spryker Training & Enablement Program. The Solution Partner can therefore not derive any claim of receiving certain content or services. If such content and services are not provided as part of the Spryker Training & Enablement Program, provided Spryker is not responsible for such non-provision, the Solution Partner is not entitled to a refund of its Total Annual Budget.
- 6.5 Spryker will not reimburse the Solution Partner for any travel and accommodation costs incurred in connection with the provisions of content or services under the Spryker Training & Enablement Program. Any such costs are to be borne by the Solution Partner.

7. SSC Scheme

7.1 *General*

Spryker introduces its sales and commission scheme forming an integral part of its SP Global Program (“**SSC Scheme**”). The SSC Scheme allows members of the Spryker SP Global Program to report to Spryker at their own discretion and choice Leads with the aim to be converted to Spryker Customers. Spryker offers the members of the Spryker SP Global Program in exchange a consideration in form of a specially structured incentive (“**SSC Scheme Incentive**”) provided that the conditions as set forth are fully met by the Solution Partner.

7.2 *Process and Conditions*

- (a) The process regarding and any of the Lead Conversion Conditions can be changed at Spryker’s discretion and choice without giving reasons to the member of the Spryker SP Global Program, provided that sixty (60) calendar days’ notice is given to the member of the Spryker SP Global Program in text form (e-mail sufficient). In such case, the provisions on extraordinary termination shall apply in favour of the member of the Spryker SP Global Program.
- (b) Spryker will keep records of each Lead received from the Solution Partner and its conversion status in Spryker’s CRM application. The Successful Converted Lead will be stored as SQL and consolidated in a report that will be updated on an ongoing basis by Spryker.

7.3 *Entitlement to SSC Scheme Incentive*

- (a) An SSC Scheme Incentive Entitlement can only be built up during the Term by the Solution Partner. Upon the date of expiration of the Term of the SP Global Program Agreement, building up the SSC Scheme Incentive Entitlement by the member of the Spryker SP Global Program is excluded.
- (b) In case of i) a Non-Converted Lead is present; or ii) or a Lead does not meet the definition of a Spryker Customer, the member of the Spryker SP Global Program shall not be entitled to an SSC Scheme Incentive Entitlement.

7.4 *Structure of SSC Scheme Incentive Entitlement*

SSC Scheme Incentive Entitlements can be assigned to multiple members of the Spryker SP Global Program as Beneficiaries but are limited to such member of the Spryker SP Global Program i) responsible for sourcing of the Spryker Customer; and/or ii) responsible for project implementation towards the Spryker Customer.

7.5 *Conversion Split of Total SSC Scheme Incentive Entitlement*

A deviating Total SSC Scheme Incentive Entitlement Split may be concluded between the Parties upon prior agreement.

7.6 *Provisions on Direct Payments*

- (a) Still upon expiration of the Term of the SP Global Program Agreement, any Direct Payment as part of an existing SSC Scheme Incentive Entitlement shall still be made by Spryker to the Beneficiary provided it has been successfully built up before such date of expiration.
- (b) The Beneficiary will bear any possible currency risks related to Direct Payments. The choice of currency for Direct Payment payouts is at Spryker’s discretion and choice. However, the currency of the agreement and order form(s) between Spryker Customer and Spryker on which the SSC Scheme Incentive Entitlement is based is generally determining for such.

- (c) Conversion of Direct Payments into vouchers, crediting against royalties, non-settled payments or similar is generally excluded.
- (d) Direct Payments by Spryker shall be deemed to have been successfully made once the Beneficiary can dispose of the amount payable without restriction.

8.1 *Provisions on allocations into the MDF / TDF Account*

- (a) Deposit of the allocation into the MDF / TDF Account will be visible within fourteen (14) calendar days from the moment of the full and valid existence of the Total SSC Scheme Incentive Entitlement.
- (b) If the Parties are in doubt as to the Permitted Usage of MDF / TDF in accordance with the provisions of this SP Global Program Agreement, Beneficiary shall give Spryker notice of the intended usage of MDF / TDF at least fourteen (14) calendar days prior to the envisaged commencement of the MDF / TDF related activity in text form (e-mail sufficient) to the responsible Spryker Partner Manager. Spryker shall then without undue delay assess and confirm whether the intended MDF / TDF related activity is covered under the applicable provisions. Any information and documents required must be submitted by the Beneficiary to Spryker prior to such assessment.
- (c) If the Beneficiary has incurred costs for an MDF / TDF related activity to be settled through an MDF / TDF Reimbursement, which, however, cannot be used due to insufficient balance of the MDF / TDF Account, Beneficiary cannot oblige Spryker to sufficiently balance the MDF / TDF Account in order to issue an MDF / TDF Reimbursement. A pro-rata payment of the MDF / TDF Reimbursement from the MDF / TDF Account by Spryker to Beneficiary, insofar as balance of the MDF / TDF Account is sufficient for such purpose, shall remain possible.
- (d) Beneficiary undertakes to retain relevant documents, receipts and other records relevant and related to the MDF / TDF related activity and for which an MDF / TDF Reimbursement was received by Spryker, in accordance with the applicable statutory provisions for retention periods. Spryker reserves the right to conduct random reviews and audits of such documents, receipts and other records itself or through an independent auditor professionally bound to confidentiality, subject to prior notice to Beneficiary. The costs incurred for such a review or audit shall be borne by Spryker. In such event, Beneficiary agrees to provide appropriate access and disclosure to such documents, receipts and records.
- (e) Spryker reserves the right to allocate to Beneficiary a specific territorial area for the Permitted Usage of MDF / TDF in order to appropriately emphasize and strengthen Beneficiary's business focus for its activities under the SP Global Program, whereupon the Permitted Usage of the MDF / TDF in other territorial area is excluded.
- (f) Spryker reserves the right to demand repayment of an MDF / TDF Reimbursement if it is subsequently found that the MDF / TDF reimbursement was made by Spryker on a non-justified basis due to facts and/or documents, receipts and other records presented by the Beneficiary leading to such. In such case, the burden of proof lies with the Beneficiary that the MDF / TDF Reimbursement – contrary to the original assumption – was issued on a justified basis.

- (g) Each allocation in the MDF / TDF deposited in the MDF / TDF Account related to which Permitted Usage of MDF / TDF allocation was not made within twelve (12) calendar months upon moment of deposit shall afterwards expire without replacement and subsequently be deleted from the respective MDF / TDF Account. Upon expiration of the Term of the SP Global Program Agreement at the latest, any MDF / TDF Reimbursement by Spryker to the Beneficiary is excluded.

8. Provisions on Usage of Software

- 8.1 Spryker shall provide the Solution Partner with the Software's object and source code in accordance with the below provisions.
- 8.2 The Solution Partner may only use the Software internally for training, development, demonstration purposes within the scope of jointly implementing and applying sales related, Event and Marketing Activities. For such purpose only, Spryker grants the Solutions Partner a simple, non-exclusive, non-transferable right to use the Software during the Term of the SP Global Program Agreement. The Solution Partner may not pass on, sublicense, sell or make the Software available to a third party. The Solution Partner is not entitled to edit or rework the object and source code of the Software.
- 8.3 The Solution Partner is prohibited from using i) the Software during the execution of an implementation project for a Spryker Customer intending to use or already uses the Software under a license agreement; or ii) on behalf of a Spryker Customer.
- 8.4 So as to use Software, the Solution Partner must among other things accept FOSS Components that Spryker uses and give its prior consent to the licensing terms for them. These FOSS Components are not part of the Software and are each governed by their own licensing terms. The FOSS Components can be seen in the overview "FOSS Components" at www.spryker.com/foss/. The FOSS Components can be updated by Spryker at any time. The Solution Partner can keep track of each such update at www.spryker.com/foss/ and gives its prior consent to such updates.
- 8.6 Spryker shall inform the Solution Partner at its sole discretion and choice about any Update, Patch and/or Bug Fixes of the Software and makes them available to the Solution Partner for download during the Term of the SP Global Program Agreement.
- 8.7 The Solution Partner shall inform Spryker immediately as soon as it enters into a contractual relation with a Spryker Customer. The Solution Partner guarantees that any access to the Software shall be used exclusively for the respective Spryker Customer in execution of the associated execution of the implementation project. If any other implementation project is carried out by the Solution Partner for a different Spryker Customer, separate access is required. The Solution Partner assures Spryker that the access to the Software provided forms the basis of a lawful contractual relationship between Spryker and the Spryker Customer. If the Solution Partner becomes aware that the Spryker Customer uses the Software beyond the licensed scope, unlawfully sublicenses it to a third party and/or uses it unlawfully for in any other way, the Solution Partner shall inform Spryker immediately in writing and shall perform all necessary measures required to assert Spryker's claims against the Spryker Customer.
- 8.8 During the Term of the SP Global Program Agreement, the Solution Partner is entitled to develop Extensions and/or Add-Ons of the Software, sell them to and implement them for a third party. The development, sale and implementation of Extensions and/or Add-ons is exclusively at the risk and expense of the Solution Partner. Spryker is not liable and does not assume any warranty in this regard. The Solution Partner is entitled to advertise that Extensions and/or Add-Ons developed are compatible with the Software if developed in line with the technical documentation provided by Spryker. The Solution Partner is, however, not allowed to use official

Spryker trademarks or logos in this context. Such Extensions and/or Add-Ons developed by the Solution Partner may be certified by Spryker in exchange of consideration to be agreed on by the Parties. Certified Extensions and/or Add-On may be advertised by the Parties using the official trademarks or logos of the Parties on a mutual basis. Further details of such certification procedure need to be agreed between the Parties.

9. Warranty and Limitation of Liability

- 9.1 EXCEPT AS EXPRESSLY SET FORTH HEREIN, SPRYKER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING THE SOFTWARE AND SERVICES AND THE SPRYKER SP GLOBAL PROGRAM, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW INCLUDING WITH RESPECT TO THE PERFORMANCE, FUNCTIONALITY, QUALITY, BENEFITS OR AVAILABILITY OF ALL OF THE FOREGOING. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER. IN NO EVENT WILL SPRYKER BE LIABLE TO SOLUTION PARTNER (OR SOLUTION PARTNER'S AFFILIATED COMPANY) FOR ANY CLAIM, LOSS OR DAMAGE ARISING OUT OF THE OPERATION OR AVAILABILITY OF THE SOFTWARE AND SERVICES ACCESSED OR USED AS PART OF SOLUTION PARTNER'S PARTICIPATION IN THE SPRYKER SP GLOBAL PROGRAM.
- 9.2 IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF SPRYKER TOGETHER WITH ALL OF ITS AFFILIATED COMPANIES ARISING OUT OF OR RELATED TO PARTS OF ARRANGEMENT EXCEED THE FEES PAID BY SOLUTION PARTNER IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. NOTWITHSTANDING THE FOREGOING, THE ABOVE LIMITATIONS ON LIABILITY SHALL NOT APPLY TO SPRYKER'S INDEMNIFICATION OBLIGATIONS UNDER CLAUSE BELOW.
- 9.3 IN NO EVENT WILL SPRYKER OR ITS AFFILIATED COMPANIES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THE PARTS OF ARRANGEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF SPRYKER OR ITS AFFILIATED COMPANIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SPRYKER OR ITS AFFILIATED COMPANIES REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. Third-Party Property Rights, Warranty for Defects

- 10.1 Spryker undertakes to indemnify, defend and hold harmless the Solution Partner against all justified claims asserted by third parties due to the infringement of third-party property rights resulting from Solution Partner's use of the Software, provided that
- (a) the Solution Partner notifies Spryker about a claim by the third party in writing without undue delay ("**Third-Party Claim**");

- (b) the Solution Partner does not reach any settlement or make other admissions, including acknowledging the validity of the Third-Party Claim, without Spryker's prior and explicit written consent;
- (c) Spryker may, in its sole discretion, assume responsibility for conducting court and out-of-court proceedings in relation to a Third-Party Claim at its own cost (which shall also include the right to conduct all proceedings or legal action in relation to the Third-Party Claim, negotiate a settlement, and conduct all talks and dispute resolution efforts in connection with the Third-Party Claim, provided that a settlement that would entail an admission of fault or liability on the part of the Solution Partner is not concluded without the Solution Partner's prior written consent); and
- (d) the Solution Partner, at Spryker's request and cost, provides reasonable support in connection with dealing with the Third-Party Claim.

10.2 If Spryker is obligated to indemnify the Solution Partner, in accordance with the provisions in this Clause, Spryker shall reimburse the Solution Partner, for

- (a) all claims for damages and legal costs imposed on the Solution Partner pursuant to a final and binding ruling by a competent court of law; and/or amounts the Solution Partner has paid following a final settlement approved by Spryker; and
- (b) the reasonable costs of legal defense, including reasonable lawyers' fees;

and Spryker may within a reasonable period of time and at its own choice either obtain the right for the Customer to continue using and/or modify the Software so that the Customer no longer infringes any third-party rights when exercising its rights.

10.3 The Solution Partner shall have no further claims due to defects of title other than those specified in this Clause and shall not in particular have any claims against Spryker due to defects and/or defects of title if the claim is attributable to

- (a) use of the Software in a way not compliant with the Parts of Arrangement;
- (b) claims in connection with one or more FOSS Components.

10.4 The period of limitation for claims for defects in accordance with this Clause shall be one (1) year, except in the case of injury to life, body or health due to a defect of title or if Spryker has acted with intent to deceive or gross negligence.

10.5 If a third party asserts claims against Spryker, a legal representative of Spryker and/or an employee of Spryker in connection with unlawful use of the Software for which Spryker is not responsible, or due to other conduct by the Solution Partner in breach of the Parts of Arrangement or law, in particular due to the infringement of copyrights or other intellectual property, the Solution Partner shall be obligated to indemnify Spryker, the legal representative of Spryker and/or the employee of Spryker against any liability and also reimburse Spryker for the costs it incurs as a result of the claim, including reasonable costs of legal defense.

11. Terms of Payment

11.1 The Solution Partner undertakes to pay any remuneration in accordance with the terms of the SP Global Program Agreement or any Part of Arrangement.

11.2 All invoices shall be paid by the Solution Partner without deduction when they are received. No cash discount is granted by Spryker. If the Solution Partner is in delay in paying, interest on arrears at the statutory rate shall be incurred. Payments by the

Solution Partner shall be deemed to have been made once Spryker can dispose of the amount payable without restriction. All payments by the Solution Partner shall be made without any deduction or offsetting, at no charge and without any deduction for or due to taxes, fiscal charges, import duties, customs duties, fees and retained amounts that are levied now or in the future by a government, internal revenue or other authority, except where that is prescribed by law. If the Solution Partner is compelled to make such a deduction, it shall pay Spryker the additional amounts required to ensure that Spryker receives the full remuneration Spryker would have received without the deduction. If the Solution Partner is not located in Germany, all foreign remittances must be handled as an OUR transfer, i.e. all bank charges (for the sender and recipient) shall be paid by the Solution Partner as the sender.

12. Term and Termination

- 12.1 The SP Global Program Agreement shall come into effect with the Effective Date once signed by either Party and shall run for an initial period of twelve (12) calendar months (“**Term**”). Either Party may terminate the SP Global Program Agreement ordinarily in writing, giving a period of notice of ninety (90) days to the end of the Term, in which case the SP Global Program Agreement shall end upon expiration of the Term. Should the SP Global Program Agreement not be terminated by either Party, it will always be extended for another twelve (12) calendar months. The notice of termination shall be effective when it is received by the other Party.
- 12.2 Both Parties have a right to terminate the SP Global Program Agreement for good cause. Notice of termination for good cause must be given in writing. Good cause shall exist in particular:
- (a) if the other Party breaches a Cardinal Obligation under the SP Global Program Agreement and the breach cannot be remedied;
 - (b) if the other Party breaches a Cardinal Obligation under the SP Global Program Agreement and the breach can be remedied, but the Party does not comply with a request to do so in text form (e-mail sufficient) within thirty (30) calendar days; and/or
 - (c) an Insolvency Event occurs at the other Party.
- 12.3 The Solution Partner’s right to use the Software and any services provided by Spryker shall expire when the SP Global Program Agreement ends. Consequently, the Solution Partner shall cease using such Software and any services immediately and, where they exist, irreversibly delete all installations of the Software on its systems. Spryker shall have the right to examine whether the Software has been deleted within thirty (30) days after the Agreement ends.
- 12.4 Upon expiration of the Term of the SP Global Program Agreement, the Solution Partner may no longer publicly present itself as a Solution Partner of Spryker.

13. Non-Solicitation Clause

- 13.1 The Solution Partner shall not entice away, or attempt to entice away, any employees, consultants or subcontractors (used for development support) of Spryker during the Term of the SP Global Program Agreement and for a period of twenty-four (24) months after the SP Global Program Agreement ends without the prior written consent of Spryker (“**Prohibition on Solicitation**”). A violation of this Prohibition on Solicitation shall also exist if the Solution Partner induces another natural or legal person to entice employees away from Spryker. “**Solicitation**” of an employee of Spryker denotes actively inducing the person to end his or her employment relationship with Spryker and establish an employment relationship with the Solution Partner. The Prohibition on Solicitation shall not relate to nationwide job

advertisements that are open to any prospective employees and are not aimed specifically at the afore-mentioned persons. The Prohibition on Solicitation shall also apply any Affiliated Company of the Solution Partner.

- 13.2 Other offers and agreements under which the employee's labor no longer benefits Spryker (or the Affiliated Company of Spryker), but wholly or partly the Solution Partner (or the Affiliated Company of the Solution Partner) shall be tantamount to establishment of an employment relationship.

14. Anti-Corruption Clause

- 14.1 The Parties undertake to take all reasonable and necessary measures to prevent corruption. In particular, the Parties undertake not to offer, promise or grant – whether directly or indirectly, themselves or through third parties – business courtesies or other benefits (such as money, gifts of a monetary value or invitations that are not predominantly of a business nature, such as to sports events, concerts, cultural events) to employees and top management of the other Party, including their relatives, and of all the other Party's group companies, and pledge that they have not done so in connection with conclusion of any Part of Arrangement.

- 14.2 In the event of violation against the aforementioned provisions, either Party reserves the right to extraordinarily terminate any or all Parts of Arrangement

15. Non-Disclosure Agreement

- 15.1 “**Confidential Information**” of a Party shall denote all trade secrets of that Party and its know-how, bases of costing and calculation, concepts, business plans, product and program specifications, strategies, Solution Partner and Spryker Customer data, and sales and marketing data the Party communicates or has communicated, or otherwise makes or has made available, to the other Party in writing, orally or in another way, or of which the other Party otherwise gains or has gained knowledge, unless the following demonstrably applies in full or in part to the information in question:

- (a) the information was already known to the Party receiving it before it was communicated to it;
- (b) the information was already public domain before the Party receiving it gained knowledge of it;
- (c) the information was already public domain after being communicated without the involvement of, and regardless of any omissions by, the Party receiving the information; or
- (d) the information has been made known by a third party without that involving a violation of an obligation to maintain confidentiality by the third party.

- 15.2 Each Party shall be obligated:

- (a) to treat all Confidential Information of the other Party it receives in connection with the Parts of Arrangement with confidentiality;
- (b) not to copy or reproduce it without the prior written consent of the other Party, unless that is absolutely necessary for it to fulfill its obligations under the Parts of Arrangement;
- (c) to apply no less stringent security measures and no lesser degree of care to such Confidential Information than it applies to protect its own confidential

information and than, at least, a reasonable person or reasonable company would apply to protect its own confidential information;

- (d) to use such Confidential Information only insofar as it is absolutely necessary to fulfill its obligations or exercise its rights under the Parts of Arrangement;
- (e) not to disclose such Confidential Information to a third party without: (i) informing the recipient that the information is confidential; (ii) ensuring that the recipient concludes, and complies with, an agreement with the other Party in which it undertakes to protect the Confidential Information subject to conditions that are at least equivalent to those specified in this non-disclosure agreement; and (iii) obtaining the prior written consent of the other Party (such consent has been granted in relation to an Affiliated Company of the Solution Partner); and
- (f) upon request, and when any Part of Arrangement ends (for whatever reason), to return all materials (in whatever form) in which such Confidential Information is contained, embodied or recorded, and which are in its possession or under its control, to the other Party without undue delay and, upon request, to give the other Party written confirmation that it has done so.

15.3 Either Party shall be authorized to disclose the Confidential Information of the other Party if it is obligated by law, or ordered by a court of law, a public authority, a supervisory authority or another competent authority, to do so (but only to the extent absolutely necessary to comply with such an obligation or order).

15.4 The Parties shall not make Confidential Information of the other Party available to a third party, and shall not use it for purposes other than as part of the cooperation between the Parties, for a period of three (3) years after expiry of any Part of Arrangement.

16. Data Protection

16.1 Both Parties shall be obligated to comply with the principles of proper data processing and monitor compliance with them. Solution Partner's employees and vicarious agents ("**Data Subjects**") shall have the right

- (a) to obtain access to and information on the personal data stored at Spryker;
- (b) to demand rectification of inaccurate data or completion of accurate data;
- (c) to demand erasure of the stored data if there are no statutory or contractual retention periods or other statutory obligations or rights to keep it stored;
- (d) to demand restriction of processing of the data; and
- (e) to demand data portability.

16.2 Data Subjects shall also have the right to lodge a complaint with a Supervisory Authority and the right to object, on grounds relating to their particular situation, at any time to processing of personal data concerning them which is based on Article 6 (1) point (e) or (f) GDPR, including profiling based on those provisions.

16.3 Spryker shall collect, process, and use the data of the Solution Partner or Data Subjects required to conclude, perform or end a contract with the Solution Partner as part of its business activities. In general, this data is the contact details of the Data Subjects (such as first name and surname of the contact person, address, e-mail address, fax number and payment data). The legal basis for that is Article 6 (1) point (b) GDPR. The data collected to perform contracts shall be stored until the warranty and guarantee rights under the law and, possibly, under the contract

expire. When this period ends, Spryker shall retain the information on the contractual relationship required by commercial and fiscal law for the statutory retention periods of time. The data shall be processed again in this period (usually ten (10) years as of conclusion of a contract) solely in the event of an audit or examination by the fiscal authorities.

- 16.4 If the Solution Partner is in delay in paying, Spryker shall transmit the necessary data to a company engaged to enforce the claim, provided the other statutory requirements are met. The legal basis for that is Article 6 (1) point (b) and Article 6 (1) point (f) GDPR. Enforcing a contractual claim may be considered a legitimate interest within the meaning of Article 6 (1) point (f) GDPR. The Solution Partner shall be given written notification that a debt collection agency or third party has been engaged to recover the claim.
- 16.5 Spryker discloses personal data of Data Subjects within Spryker exclusively to the departments and persons who need this data to fulfil contractual and legal obligations or to implement our legitimate interest. Spryker may transfer the personal data concerned to any Affiliated Company, insofar as this is permissible within the scope of the purposes of the data processing and legal bases. The personal data of Data Subjects are transferred on Spryker's behalf based on data processing agreements in accordance with Data Protection Laws. Categories of recipients can be suppliers like hosting providers, communication tool providers, customer relationship system providers, contract lifecycle management providers, data protection management software providers, sales cloud providers as well as to external consultants and, if legally obliged to do so, to authorities.

17. Force Majeure

- 17.1 The Parties shall not be liable for losses, damage, non-fulfillment or delayed fulfillment of all or individual obligations under the Parts of Arrangement due to fire, flooding, pandemics, earthquake, strike (by their own employees or those of third parties), labor unrest, war (declared or undeclared), embargoes, blockades, statutory prohibitions, insurrection, public disorder, rioting or other unavoidable and serious events that were not foreseeable by the Party not fulfilling its obligation and that mean that fulfillment of the obligation in question is hampered or rendered impossible ("**Force Majeure**"). In such a case, the Party not fulfilling its obligation shall notify the other Party as soon as the incident of Force Majeure occurs and confirm said notification in text form, accompanied by a description of the causes of why the obligation cannot be fulfilled, within five (5) Business Days.
- 17.2 Both Parties shall be discharged from their performance obligations toward each other for as long as such an incident of Force Majeure lasts. Both Parties shall work jointly to enable the interruption in performance of their obligations caused by Force Majeure to be remedied as soon as possible or shall at least agree on a temporary, provisional solution ("**Provisional Solution**"). If a Provisional Solution is created, the Solution Partner shall pay Spryker the agreed remuneration or otherwise the customary local remuneration for the respective Provisional Solution. When the incident of Force Majeure is over, the Parties shall provide the original services again within a reasonable period of time. The Parts of Arrangement shall continue to apply as of that time. The Parties shall still be obligated to fulfill the Parts of Arrangement, with the exception of the performance obligations that were affected by an incident of Force Majeure and do not have to be fulfilled.

18. Parties, Legal Notices, Applicable Law and Jurisdiction

- 18.1 In the event of differences of opinion on the contents of any Part of Arrangement (“**Dispute**”), the Parties shall endeavor to find an amicable solution through the named contact persons before taking litigation. If no solution is reached at that level, the matter shall be escalated to the top management level. If an amicable solution can also not be reached at the top management level, the Parties shall hold conciliation proceedings before an officially approved conciliation office, with the aim of settling legal disputes out of court. If the conciliation proceedings fail, the Parties can resort to the courts of law.
- 18.2 Spryker’s contracting entity that Solution Partner is contracting with under any Part of Arrangement, the law that will apply in any lawsuit arising out of or in connection with any Part of Arrangement, and which courts can adjudicate any such lawsuit, depend on where Solution Partner is domiciled as follows. Each Party agrees to the applicable governing law below without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts below:

Solution Partner domiciled:	Spryker’s Contracting Entity / Address for Notices:	Governing Law:	Court with exclusive Jurisdiction:
North or South America	Spryker Systems America Inc. 80 Pine Street, Floor 24, New York, NY 10005, USA	New York law and controlling United States federal law	New York City, New York, USA
Australia or New Zealand	Spryker Systems Australia Pty Ltd. Level 6, 8 Spring Street, Sydney NSW 2000, AUSTRALIA	New South Wales, AUSTRALIA	Sydney, New South Wales, AUSTRALIA
Any other country	Spryker Systems GmbH Heidestraße 9-10, 10557 Berlin, GERMANY	Germany	Hamburg, GERMANY

- 18.3 Such applicable law shall apply to the Parts of Arrangement to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980 (CISG).
- 18.4 Except as otherwise specified herein, all notices, permissions and approvals hereunder will be in writing and will be effective upon (i) personal delivery, (ii) the second business day after mailing, or (iii) except for notices of termination or an indemnifiable claim, which shall clearly be identifiable as legal notices, the day of sending by e-mail. Notices to the Solution Partner shall be addressed to the contact designated by Solution Partner. Notices to Spryker that are not legal notices shall be addressed to the entity Solution Partner is contracting with, as described above, and to the attention of the Spryker Partner Manager.

19. Final Provisions

- 19.1 “**Feedback**” shall mean any input, suggestion, enhancement request, recommendation and/or correction regarding Spryker’s Software and services, including changes or suggested changes to Spryker’s current or future services. Notwithstanding anything that the Solution Partner may note or state in connection with providing Feedback, all Feedback provided by the Customer shall not be considered Confidential Information and shall be received and treated by Spryker, in its sole discretion, on a non-confidential and unrestricted basis.
- 19.2 The Solution Partner hereby grants Spryker and its Affiliated Companies a worldwide irrevocable, perpetual, fully paid right, to use, distribute, disclose, and make and incorporate into its Services any Feedback provided by the Solution Partner relating to the operation the Software and services.

20. **Non-Impediment**

- 20.1 The Parts of Arrangements are signed on a non-exclusive basis and, therefore, the Parties are free to enter into similar agreements with third parties or any other type of agreement with the same purpose and object similar.
- 20.2 Nothing in the Parts of Arrangements shall be construed as precluding or limiting in any way the right of Spryker to provide services of any kind to any individual or entity, including without limitation performing services or developing materials which are similar to and/or competitive with the expert services hereunder.

21. **Local Law Requirements**

- 21.1 In case a Solution Partner is domiciled in a certain country, following local law requirements shall apply:

France

In the event of any conflict between any statutory law in France applicable to Solution Partner or these T&C, the applicable statutory law shall prevail.

Germany

Clauses 9.2 and 9.3 are replaced by the following provisions:

9.2 The Parties shall be liable without limitation for

- (a) willful intent and gross negligence (including on the part of their legal representatives or vicarious agents);
- (b) damage due to injury to life, body or health (including damage caused by their legal representatives or vicarious agents);
- (c) intent to deceive (including on the part of their legal representatives or vicarious agents);
- (d) a quality they have warranted;
- (e) any other liability that cannot be legally excluded or limited, including under the German Product Liability Law (*Produkthaftungsgesetz*).

9.3 If Spryker or one of its legal representatives or vicarious agents violates through slight negligence (*leichte Fahrlässigkeit*) an obligation whose fulfillment is vital to enable proper implementation of the Parts of Arrangement (“**Cardinal Obligation**”) (*Kardinalpflicht*), Spryker shall be liable up limited to foreseeable damage typical for the Parts of Arrangement. Unless Spryker is liable in accordance with the provisions on unlimited liability above, in no event shall the aggregate liability of Spryker together with all of its Affiliated Companies arising out of or related to this Parts of

Arrangement exceed the fees paid by Solution Partner in the twelve (12) months preceding the first incident out of which the liability arose. In all other respects, any liability of Spryker for damage caused by slight negligence shall be excluded.

Italy

To the extent that Solution Partner is obligated to pay any fees under the SP Global Program Agreement to Spryker, the Parties acknowledge that any invoices under also are to be submitted electronically by Spryker in accordance with “Electronic Invoicing” section through the Agenzia delle Entrate’s Exchange System (SDI) and any delay due shall not affect the payment term for such invoice. Solution Partner shall be responsible for providing complete and accurate billing and contact information to Spryker and shall notify Spryker of any changes to such information. The invoice will be issued in electronic format as defined in article 1, paragraph 916, of Law no. 205 of December 27, 2017, which introduced the obligation of electronic invoicing, starting from January 1, 2019, for the sale of goods and services performed between residents, established or identified in the territory of the Italian State. To facilitate such electronic invoicing, Solution Partner shall provide to Spryker at least the following information in writing: Solution Partner’s full registered company name, registered office address, VAT number, tax/fiscal code and any additional code and/or relevant information needed. In any event, the Parties shall cooperate diligently to enable such electronic invoicing process. Any error due to the provision by Solution Partner of incorrect or insufficient invoicing information preventing (a) Spryker to successfully submit the electronic invoice to the SDI or (b) the SDI to duly and effectively process such invoice or (c) which, in any event, requires Spryker to issue an invoice again, shall not result in an extension of the payment term applicable to such invoice, and such term shall still be calculated from the date of the original invoice. Spryker reserves the right to provide any invoice copy in electronic form via email in addition to the electronic invoicing described herein. If subject to the so-called “split payment” regime, Solution Partner shall be exclusively responsible for payment of any VAT amount due, provided that Solution Partner shall confirm to Spryker the applicability of such regime and, if applicable, Solution Partner shall provide proof of such VAT payment to Spryker.

Spain

In the event of any conflict between any statutory law in Spain applicable to Solution Partner, and these T&C, the applicable statutory law shall prevail.

22. Final Provisions

- 22.1 All arrangements modifying, supplementing or concretizing the Parts of Arrangement, and any warranties or understandings, must be agreed in writing. Text form shall not satisfy this requirement for written form. Such agreements as stated above can be made by the Parties using the *DocuSign* application, in which case they shall satisfy the requirements specified in Sentence 1 of this Clause.
- 22.2 If a provision of any Part of Arrangement is or becomes invalid, this shall not affect the validity of the other provisions. In such a case, the Parties undertake to agree a valid arrangement that corresponds as closely as possible to the intended economic purpose of the invalid provision. The same shall apply *mutatis mutandis* to any gaps in the Parts of Arrangement.
- 22.3 The Parts of Arrangement can be concluded in any number of copies, which all together constitute one and the same contractual system. Each Party can conclude the Parts of Arrangement by signing such a counterpart.

- 22.4 The Parts of Arrangement comprises all arrangements between the Parties relating to the content and shall supersede all earlier agreements on the subject matter.
- 22.5 The Solution Partner may not assign rights or obligations under the Parts of Arrangement to a third party without Spryker's written consent.
- 22.6 General terms and conditions of the Solution Partner shall not apply. Differing, conflicting or additional general terms and conditions of the Solution Partner shall become part of the Parts of Arrangement only and insofar as Spryker has explicitly agreed in writing that they are to apply. This requirement for Spryker's consent shall also apply if Spryker accepts the Solution Partner's payments without reservation in awareness of the Solution Partner's general terms and conditions.