

I. SAP Cloud Solutions

- 1.1. SAP Cloud Solutions ("SAP Cloud") are Software as a Service (SaaS) products. The product consists of the SAP Cloud Solutions ("SAP Cloud Solutions") and all related services ("SAP Cloud Services"), as well as the associated materials ("SAP Cloud Materials"). SAP Business Cloud Solutions are provided directly by SAP SE and/or its affiliated companies ("SAP"). The customer agrees that SAP may contact the customer directly regarding the provision of SAP Cloud Solutions, SAP Cloud Services, and related support.
- 1.2. SAP Cloud Solutions are not provided by FULCRUM. The agreement for the use of SAP Cloud Solutions is solely between the customer and SAP SE or an affiliated company. FULCRUM is not a party to this agreement and is not obligated to provide any services under the SAP Cloud Agreement. FULCRUM assumes no warranty or liability for SAP services, in particular for availability, functionality, release changes, or SAP support services. FULCRUM is not authorized to make legally binding statements on behalf of SAP.

II. Scope

- 2.1. All deliveries, services and offers of FULCRUM Consulting GmbH – Dubai Branch ("FULCRUM") are made exclusively on the basis of these General Terms and Conditions ("GTC").
- 2.2. Changes and additions to these terms and conditions as well as conflicting or supplementary conditions – in particular the customer's general terms and conditions – are not recognized by FULCRUM unless expressly confirmed in writing by FULCRUM.
- 2.3. These General Terms and Conditions and the explicit descriptions of the mutual services and claims form the basis for the relationship between the customer and FULCRUM. The customer understands and accepts that FULCRUM is only liable for services and deliverables that are clearly attributable to FULCRUM's sphere of responsibility. FULCRUM assumes no responsibility for actions or omissions that are causally attributable to the sphere of third parties (e.g., providers, software suppliers, or SAP). The delimitation of respective responsibilities is governed by the contract and applicable legal provisions.

III. Contract initiation and conclusion

- 3.1. Offers from FULCRUM are non-binding. The placement of an order by the customer in response to these offers constitutes only an offer to enter into a contract. A contract is only formed when FULCRUM accepts the customer's offer by means of a written order confirmation or upon actual performance of the service.
- 3.2. The conclusion of a contract (e.g., Solution on Demand or Implementation Agreement) does not entitle the customer to further service or maintenance from FULCRUM. A separate contract is required for this.
- 3.3. Contractual documents, presentation materials, concepts, demo programs, etc., are the intellectual property of FULCRUM and may not be reproduced or made available to third parties. If no contract is concluded, they must be returned or deleted and may not be used in any way whatsoever.

IV. Delivery, dates and schedules

- 4.1. Schedules are only binding and essential for the performance of the contract if this has been expressly agreed upon between FULCRUM and the customer. In the event of non-compliance with non-binding dates or schedules, FULCRUM will only be in default after receiving a written reminder from the customer, which may only be issued after the non-binding date or schedule has expired. In such a reminder, the customer must grant a reasonable grace period. This grace period should be at least four (4) weeks, unless special circumstances apply.

FULCRUM CONSULTING GMBH - DUBAI BRANCH

Boulevard Plaza, Tower 2, Level 23, Downtown Dubai, Dubai, UAE
Registered office: Dubai, UAE
Management: Peter Weiss
TRN: 100029270400003
www.fulcrum-consulting.net

- 4.2. If FULCRUM is in default with regard to a contractual obligation through no fault of its own, e.g. due to the customer's failure to fulfill its obligations to cooperate in a timely manner or through its own fault, delivery and performance deadlines shall be extended by the duration of the impediment and by a reasonable start-up period after the end of the impediment.

V. Price, payment terms

- 5.1. All prices quoted are net prices and exclude applicable VAT. Unless otherwise stipulated in the contract, FULCRUM considers itself bound by these prices for four (4) weeks from the date of the proposal or quotation.
- 5.2. Payments made by the Customer shall be non-refundable. The Customer explicitly waives any right to legal, contractual, or judicial set-off, and must pay all invoiced amounts in full without any deduction, withholding, or counterclaim, unless agreed to in writing by FULCRUM.
- 5.3. In case of late payment, the Customer shall pay delay compensation calculated as simple interest at a rate of 9% per annum (or the maximum rate permitted by the UAE Commercial Transactions Law, whichever is lower). This compensation shall accrue daily from the day following the payment due date until full payment is received. All taxes and duties are borne by the customer.
- 5.4. Travel expenses and travel time will be charged separately for any necessary travel. Unless otherwise agreed, travel expenses will be calculated at FULCRUM's discretion based on the official mileage allowance and will be determined by proof of actual costs incurred (e.g., hotel, train ticket). For travel times exceeding two hours, half the hourly rate will be charged.
- 5.5. Project-related expenses and outlays will be billed separately as they are incurred.
- 5.6. Invoices are due within fourteen (14) days of the invoice date without deduction. If any invoice remains unpaid for more than fifteen (15) calendar days past its due date, FULCRUM reserves the absolute right to suspend all implementation services and withdraw assigned consulting resources without liability for project delays. The Customer shall bear all collection and reasonable legal costs incurred.
- 5.7. If payment terms are not met, or if FULCRUM becomes aware of circumstances that could impair the customer's creditworthiness, all outstanding invoices become due immediately. FULCRUM is then entitled to make any remaining deliveries only against prepayment and, after setting a deadline, to withdraw from the contract and claim damages.
- 5.8. FULCRUM retains all rights to the goods subject to retention of title until all claims arising from the contract have been settled in full. The customer must immediately notify FULCRUM in writing of any third-party access to the goods subject to retention of title and inform the third party of FULCRUM's rights.
- 5.9. FULCRUM is entitled to adjust prices no earlier than six (6) months after the conclusion of the contract, if and to the extent that the costs relevant for the provision of services increase.

VI. Customer indemnification by FULCRUM

- 6.1. If a third party asserts claims against the customer alleging that the services provided by FULCRUM infringe the third party's intellectual property rights (patents, copyrights, trademarks), FULCRUM will, at its own expense, either defend against or settle such claims. However, this applies only if (i) the customer notifies FULCRUM of the claim immediately and in detail in writing, (ii) the customer authorizes FULCRUM to conduct legal and extra-judicial proceedings with the third party in question independently, (iii) the customer provides FULCRUM with all reasonable assistance at FULCRUM's expense to enable FULCRUM to defend itself against the claim, (iv) the

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customer does not admit any infringement of intellectual property rights vis-à-vis third parties and does not agree to dispute resolution or settlement of claims without FULCRUM's prior written consent, and (v) FULCRUM is liable for the infringement of third-party intellectual property rights. If the customer discontinues using FULCRUM's services to limit damages or for other important reasons, the customer is obliged to clarify to the third party bringing the claim that the discontinuation of use does not constitute an acknowledgment of the alleged infringement.

- 6.2. Any further claims relating to the infringement of third-party intellectual property rights of any kind are excluded.
- 6.3. The customer is liable to FULCRUM for any damages incurred by FULCRUM as a result of any breach of contract in the use of FULCRUM's services, regardless of whether these damages were caused by the conduct of the customer or its employees, or by that of a third party using the customer's password. The foregoing does not apply if and to the extent that the customer proves that it is not responsible for the damage in question.

VII. Liability

- 7.1. FULCRUM shall be liable without limitation only in cases of verified fraud, intentional misconduct, gross negligence, or in cases of injury to life, body, or health as mandated under UAE Public Policy.
- 7.2. In cases of simple negligence, FULCRUM is only liable for breaches of essential obligations, i.e., obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the customer may regularly rely.
- 7.3. In these cases, FULCRUM's liability is limited to the amount of the typical, foreseeable damage under the contract.
- 7.4. FULCRUM's liability is limited per claim, regardless of the legal basis.
 - (a) in the case of projects with a limited timeframe, to 50% of the net contract value of the respective project and
 - (b) in the case of ongoing or recurring benefits, 50% of the net remuneration of the last twelve (12) months before the occurrence of the damage.
- 7.5. Liability for lost profits, lost savings, indirect damages and consequential damages is excluded to the extent permitted by law.
- 7.6. The foregoing limitations of liability also apply in favor of FULCRUM's legal representatives, employees and agents.
- 7.7. FULCRUM is not liable for service disruptions, outages, changes or limitations of SAP Cloud Solutions, unless these were caused by FULCRUM's negligence.

VIII. Performance characteristics

- 8.1. Unless expressly agreed otherwise, FULCRUM provides all services as services.
- 8.2. A specific result (work performance) is only owed if this has been expressly agreed upon in writing.
- 8.3. Services of a contractual nature are only subject to acceptance if and to the extent that this is expressly agreed or is mandatory under law. FULCRUM does not guarantee any specific economic, organizational or technical success, in particular no specific go-live date, system availability or process optimization, unless expressly agreed otherwise.

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- 8.4. FULCRUM provides exclusively consulting, implementation and support services. FULCRUM is not obligated to provide any services that are exclusively to be provided by SAP or other third-party providers, in particular the availability, further development or functionality of SAP Cloud Solutions.
- 8.5. FULCRUM provides services according to the agreed project methodology, in particular SAP Activate and the fit-to-standard principle. Deviations from the SAP standard do not constitute a defect unless they have been expressly agreed upon in the contract.

IX. Special conditions for SAP service projects

The following regulations apply in addition to these General Terms and Conditions for all FULCRUM projects that involve consulting, implementation, introduction or similar services in connection with SAP systems ("SAP project").

- 9.1. SAP projects are carried out according to the agreed project methodology, in particular based on SAP Activate and the Fit-to-Standard principle.
- 9.2. The customer acknowledges that SAP cloud solutions are standardized software products and that project-specific adjustments can only be made within the scope of the extension and configuration options provided by SAP.
- 9.3. The client will designate a responsible project manager and technically authorized contact persons. Client decisions, approvals, and contributions must be provided promptly and on time. Delays due to a lack of cooperation will result in corresponding adjustments to deadlines and milestones.
- 9.4. Changes to the agreed scope of services, project methodology, deadlines, or remuneration require a written change request. A change request must describe at least the following:
- the change in content,
 - the impact on deadlines,
 - the impact on remuneration and expenses.
- FULCRUM is not obliged to implement change requests until an agreement has been reached regarding the impact of the change request.
- 9.5. SAP projects can be divided into phases and milestones. Partial acceptances can be agreed upon for completed phases. Partial acceptances have the effect of acceptance for the respective deliverables. Defects in later phases do not justify objections to deliverables that have already been accepted.
- 9.6. The go-live of an SAP system does not guarantee a specific economic or organizational success. A go-live does not constitute full acceptance of all project deliverables unless explicitly agreed otherwise.
- 9.7. The go-live of an SAP system does not constitute a statement about the absence of defects or the performance of SAP Cloud Solutions.
- 9.8. Delays resulting from circumstances beyond FULCRUM's control, in particular lack of customer cooperation, subsequent change requests or limitations of the SAP cloud platform, are not the responsibility of FULCRUM.

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X.Warranty

- 10.1. FULCRUM warrants that it will perform the implementation and configuration services in a professional, workmanlike manner utilizing reasonable commercial care and in general alignment with standard SAP methodologies.
- 10.2. Minor defects do not entitle the customer to refuse performance or to assert further rights relating to defects.
- 10.3. In the event of significant defects, FULCRUM is initially entitled to remedy the defect. This remedy will be provided, at FULCRUM's discretion, by repair or replacement within a period appropriate to the nature and severity of the defect.
- 10.4. In particular, no defect exists if a deviation is due to incomplete or incorrect information provided by the customer, to subsequent change requests, to the use of unapproved system environments, or to limitations of the SAP standard functionality.
- 10.5. Only if the subsequent performance has ultimately failed can the customer assert the statutory rights regarding defects, insofar as these are not excluded or limited in accordance with these terms and conditions.
- 10.6. Customer claims arising from the SAP Cloud contract, in particular due to defects or service disruptions of the SAP Cloud Solutions, must be asserted exclusively against SAP.

XI.Acceptance

- 11.1. Insofar as services provided by FULCRUM are subject to acceptance, this takes place after the respective agreed service item has been provided.
- 11.2. The customer shall inspect the delivered goods or services immediately and declare acceptance in writing within ten (10) working days or identify any significant defects.
- 11.3. If neither a declaration of acceptance nor a justified notice of defects is received within this period, the service shall be deemed accepted.
- 11.4. Any productive, live, or operational use of a deliverable, system configuration, or environment by the Customer in a live business setting (including "Go-Live") shall automatically constitute immediate, final, and absolute acceptance of that deliverable, regardless of whether a formal sign-off sheet has been executed.

XII.Customer's duty to cooperate

- 12.1. The customer shall ensure that all cooperation required for the provision of services is provided in a timely, complete and free-of-charge manner, in particular the provision of information, data, contacts and decisions.
- 12.2. Delays or additional expenses resulting from the customer's lack of or delayed cooperation are not the responsibility of FULCRUM. Agreed deadlines will be extended accordingly; FULCRUM may invoice any resulting additional costs separately.
- 12.3. The customer will cooperate in the fulfillment of the order to the necessary extent free of charge, for example by providing employees, workspaces, hardware and software, data and telecommunications equipment. They will grant FULCRUM access to the internet.

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- 12.4. The customer thoroughly tests each program for defects and usability in the specific situation before beginning operational use of the software. This also applies to programs received under warranty and maintenance agreements.
- 12.5. The customer is responsible for a) checking whether FULCRUM's services meet the customer's needs and b) adapting the existing functionalities to the legal or regulatory conditions and requirements relevant to the end customer.

XIII. Data collection

- 13.1. To the extent that FULCRUM gains access to the Customer's hardware, servers, or software (including during remote maintenance or support), such access shall be strictly limited to the performance of the services. FULCRUM shall process all personal data in strict compliance with UAE Federal Decree-Law No. 45/2021 on Personal Data Protection (UAE PDPL) and any applicable executive regulations.
- 13.2. Insofar as FULCRUM processes personal data on behalf of the Customer, the parties acknowledge that the Customer acts as the Data Controller and FULCRUM acts as the Data Processor. If required under the UAE PDPL, the parties shall execute a separate Data Processing Addendum (DPA) to outline specific technical and organizational security measures.
- 13.3. The customer expressly agrees that FULCRUM may process the customer's personal data and that of its defined users or employees for its own business purposes, insofar as this is necessary: a) for the performance of FULCRUM's services (invoicing, support or other services), or b) for customer registration purposes, or c) for setting up demo or test systems, or d) for the analysis of such data for statistical purposes, or e) for the improvement of services, support or other services provided under this contract.
- 13.4. FULCRUM is authorized to engage subcontractors to process personal data. FULCRUM transfers its obligations as a data processor towards the customer, as stipulated in this document, to these subcontractors and obligates them to comply with all applicable data protection regulations.

XIV. Secrecy and confidentiality

- 14.1. Both contracting parties undertake to treat confidentially all confidential information and trade secrets of the other party acquired in connection with the performance of this contract and expressly marked as confidential or proprietary, or which, based on the circumstances of their disclosure or their nature, must be presumed to be confidential or proprietary ("Confidential Information"). FULCRUM's Confidential Information includes, in particular:
- Know-how, software (in object and source code), programming techniques and concepts, processing methods, system designs,
 - Discoveries, inventions, techniques, concepts, designs, flowcharts, documentation, product specifications, application programming interface specifications, as well as techniques and processes,
 - Customer and business partner information, information about third-party software used,
 - the terms of the contract between FULCRUM and the customers, as well as any amendments thereto.
- 14.2. The parties shall treat all confidential information of the other party as confidential, whereby the recipient is entitled to disclose confidential information to employees and third parties to the extent necessary for the exercise of its rights and the fulfillment of its obligations under the contract. The parties shall also ensure that all employees and third parties to whom confidential information is disclosed for the purpose of fulfilling the contract enter into the same or similar confidentiality agreements.
- 14.3. FULCRUM carefully safeguards the customer's confidential information.

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- 14.4. The aforementioned obligations do not apply to information for which the receiving party ("Recipient") can prove that the information (i) was publicly available at the time of disclosure to the Recipient without any breach of contract by the Recipient or any of its employees or agents, or (ii) was in the Recipient's possession or known to the Recipient prior to receipt from the disclosing party, or (iii) was disclosed to the Recipient by a duly authorized third party, or (iv) was independently developed by the Recipient without reference to the information of the disclosing party.
- 14.5. FULCRUM is entitled to use data or information supplied by the customer for its own business or marketing purposes.
- 14.6. Furthermore, the customer undertakes to keep all confidential information relating to the subject matter of the contract, in particular source code and development documentation, as well as the content of the agreement concluded with the customer, secret from third parties. Employees, etc., who have access to the subject matter of the contract must be instructed in writing about copyright and the obligation of confidentiality towards FULCRUM and must be bound to comply with these obligations. The customer shall store the subject matter of the contract – in particular any source code provided to them – carefully to prevent misuse.

XV. Intellectual property rights

- 15.1. Unless expressly agreed otherwise in writing, FULCRUM does not transfer any ownership rights to or claims against the customer or third parties. All claims to and rights to deliveries, work results, technical know-how, and related trade secrets, in particular copyrights, rights to inventions, and other intellectual property rights, belong exclusively to FULCRUM or its licensors. This includes, in particular, rights to all work created by FULCRUM or its agents or subcontractors based on specifications or with the cooperation of the customer. All license rights not expressly granted to the customer in writing are reserved by FULCRUM and its licensors.
- 15.2. The following remain the exclusive property of the Customer: (a) all data owned by the Customer, (b) the Customer's proprietary business processes to the extent that these processes are independent of FULCRUM's services, and (c) all copyrights, trademarks, patents, trade secrets, and all other intellectual property rights and proprietary rights to the aforementioned content (subsections (a), (b), and (c) are collectively referred to as "Customer Materials"). FULCRUM has no rights, title, or possession of the Customer Materials.

XVI. Services

- 16.1. Services not explicitly covered by the contractual service descriptions must be agreed upon separately. The hourly rates specified in the contracts apply in this regard.
- 16.2. When services are provided, the customer has obligations to cooperate and to protect the service provider.
- 16.3. If works are created as a result of services (e.g., programming work), the customer acquires a simple right of use. Any further rights are excluded.

XVII. Termination

- 17.1. The CUSTOMER may terminate contracts with six (6) months' notice prior to the end of the initial term or the respective renewal period. The customer's notice of termination must be sent to the address specified in the contract.
- 17.2. FULCRUM is entitled to terminate contracts for services provided by FULCRUM in writing under the conditions

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set out in these Terms and Conditions, subject to a notice period of six (6) months prior to the end of the initial term or the respective current renewal period.

- 17.3. SAP's termination rights arise exclusively from the contracts concluded between the customer and SAP.

XVIII. Final Provisions

- 18.1. If FULCRUM does not assert any rights or claims under these Terms and Conditions or under the contracts subject to these Terms and Conditions for any reason whatsoever, this shall not constitute a waiver of such rights or claims.
- 18.2. Amendments and additions to this contract must be in writing. Email is sufficient unless a stricter form is required by law.
- 18.3. The exclusive place of jurisdiction is the registered office of FULCRUM Consulting GmbH – Dubai Branch or, at FULCRUM Consulting GmbH – Dubai Branch's option, the customer's registered office. Before initiating any legal proceedings, the contracting parties shall first use reasonable efforts to attempt an out-of-court settlement, if necessary with the involvement of expert third parties.
- 18.4. All legal relations, contracts, and disputes between the parties are governed exclusively by the federal laws of the United Arab Emirates. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) and any conflict-of-laws rules of private international law are expressly excluded.
- 18.5. The customer shall bear all contractual fees and charges associated with the establishment of a software licensing or service agreement subject to these terms and conditions, insofar as these are legally transferable under UAE law.
- 18.6. If the performance of this Agreement or any of its obligations is prevented, restricted, or disrupted due to force majeure, government action, strikes or labor disputes, failure of transportation, fire, flooding or other accidents, internet or telecommunications outages, non-performance by subcontractors or suppliers for similar reasons, or for any other reason beyond the reasonable control of the affected party, the affected party's non-performance shall be suspended for the duration and to the extent that such force majeure prevents the party from performing the Agreement. If these conditions persist for more than three (3) consecutive months, either party shall have the right to terminate this Agreement in writing.
- 18.7. Should any provision of these Terms and Conditions or the underlying contract be or become invalid, illegal, or unenforceable under UAE law, the validity, legality, and enforceability of the remaining provisions shall not be affected. In such an event, the parties undertake to negotiate in good faith to replace the invalid or unenforceable provision with a valid provision that reflects as closely as possible the original commercial intent and economic purpose of the severed provision.

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