



**STRETCH SWEDISH LOCALIZATION
TERMS & CONDITIONS
("STRETCH LOCALIZATION T&C")**

APPENDIX 1 TO AGREEMENT CONCERNING STRETCH SWEDISH
LOCALIZATION FOR SAP BUSINESS BYDESIGN



ARTICLE 1 SPECIFIC ORDER PROCESSES AND REQUIREMENTS

1. For ordering Localization Services from Stretch, the Customer must agree to and sign the Main agreement concerning Stretch Swedish Localization Services (**"Main Agreement Localization"**) and must comply with any then-current order process for the specific Localization services.
2. Orders by the Customer are binding, non-cancellable, non-revocable and non-transferable once submitted to Stretch. All orders by the Customer are subject to Stretch's acceptance which Stretch will give via the order process, through the Delivery of the relevant Localization Services or by sending an invoice concerning the Customer's order for Localization Services.
3. Stretch reserves the right to reject an order for Localization Services at its sole discretion, especially, without limitation, if Stretch reasonably believes that Stretch's Intellectual Property Rights may not be respected by the Customer or the Customer is a direct competitor of Stretch or licensors.

ARTICLE 2 DELIVERY OF STRETCH LOCALIZATION SERVICES

1. After acceptance of an order, Stretch will grant access to the most current version of the relevant Localization Services as described in **Stretch Swedish Localization Service Description ("Localization Service Description")**, which can be found enclosed to the Main Agreement Localization as Appendix 2.
2. With regard to the features, quality and functionality of the Localization Services, the service and the fees described in the Localization Service Description as well as other related Documentation is solely decisive. Customer specific deliveries including but not limited to enhancements, developments, documentation and configuration is not part of the Localization Service unless separately agreed in writing.
3. The Customer agrees that its purchase of subscriptions for any Stretch Localization Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Stretch or any licensor, including any roadmaps, with respect to future functionality or features.

ARTICLE 3 FEE FOR STRETCH LOCALIZATION SERVICES

1. Payment and invoicing of fees
 - a) The general calculation basis for the fees for the Localization Services is stipulated in the section regarding fees that can be found in the Localization Main Agreement.
 - b) All fees not paid when due shall accrue interest at the lesser of 1.5% per month or the maximum rate allowed under applicable law. After prior written notice, Stretch may suspend Customer's use of the Localization Service until payment is made.
 - c) In consideration of the Delivery of Localization Services, the Customer will pay to Stretch the fee for the Localization Services ordered as set out in the agreed Localization Main Agreement.



- d) The monthly fee for the Localization Services as originally set out in the Localization Main Agreement or as increased according to this Localization Services T&C will be invoiced monthly in advance. Invoicing start date will be the first day of the initial term, as stated in the Localization Main Agreement article 3.3, except as otherwise set forth in an applicable agreement.
- e) The fixed implementation fee for the Localization Services as originally set out in the Localization Main Agreement or as increased according to this Localization Services T&C will be invoiced in two parts; 70 % after signing of the Localization Main Agreement (order) and 30% after the Localization has been fully delivered.
- f) All invoices should be paid within 30 days from the invoice date.

2. Fee Increase

- a) After the Initial Term, Stretch reserves the right to increase the fee for the Localization Services as originally set out in the Localization Main Agreement or as increased according to this Localization Service T&C at the beginning of each Renewal. This increase will not exceed the greater of the percentage stated in the most recent consumer price index selected by Stretch, or 3.3% per annum. The increase is applied on a cumulative, year-over-year basis beginning on either the start of the preceding Order Form Term or date of last increase, whichever is later. Except for fee increases applied under this Section 5.2, Localization Service fees for Renewal Terms will be equal to the fees for the immediately preceding Term for the same Localization Service. In case of a Fee Increase, the Customer may terminate any affected Localization Service by giving one month's (30 days) prior written notice to the effective date of the Fee Increase.
- b) Any scope changes, new features, add-ons, etcetera will be addressed as changes to the Localization Service Description. Such changes may become subject to additional costs or changed fees. In such cases Stretch will inform the Customer separately about such changes, and the Customer will have the option to terminate the agreement in accordance with section 7.3 in the main agreement for Stretch Swedish Localization.
- c) Not raising any fee for the Localization Services in a given year is not a waiver of Stretch's right to do so.

ARTICLE 4 TAX

- 1. Each Party will be responsible for the payment of its own taxes.

ARTICLE 5 MODIFICATION TO LOCALIZATION SERVICES

Partner may change the Localization Services at any time. Stretch will inform the Customer of modifications in writing by either email, the support portal, release notes, Documentation or other suitable means of communication. Modifications may include optional new features for the Localization Services, which the Customer may use subject to the then-current Supplemental Terms. If the Customer establishes that a modification is not solely an enhancement and materially reduces the Localization Service, the Customer may terminate its



subscriptions to the affected Localization Service by providing written notice to Stretch within twenty days after receipt of Partner's informational notice.

ARTICLE 6 TERM AND TERMINATION

1. Term of Agreement. Each Agreement comes into effect as of the Localization Main Agreement effective date and continues in effect until the later of the last day of the subscription term of a Localization Service unless terminated earlier pursuant to this Article 8.
2. Term of Localization Services. The subscription term for the Localization Services comes into effect as of the Localization Main Agreement effective date, unless otherwise set forth in the Main agreement, and runs until the last day of the subscription term for the relevant Localization Service that the Customer originally committed itself to as set out in the Localization Main Agreement ("**Initial Term**"). After the Initial Term, the subscription term for the relevant Localization Service is automatically extended at terms equal in length to the immediately preceding order, for one (1) year (each a "**Renewal Term**"), except as set forth in this Article 8 no. 3.
3. Termination for convenience. Either Party may terminate any or all parts of a Localization Service subscription for convenience with 60 days' prior written notice to the end of the Initial Term or any Renewal Term of the relevant Localization Service.
4. Termination in case Insolvency. The Partner may terminate any or all agreements (and thereby all Localization Service subscriptions set forth therein) relating to the Customer with 30 days' prior written notice (email acceptable) if the Customer fails to meet its payment obligations toward Stretch due to Insolvency Proceedings taken by or against the Customer.
5. Termination for good cause. Any affected agreement between the parties (and thereby all Localization Service subscriptions set forth therein) may be terminated by the non-breaching Party immediately upon written notice to the other Party in the following cases:
 - a) Non-Payment. The Customer does not pay on the due date any amount payable to Stretch under or in connection with an agreement at the place at and in the currency in which it is expressed to be payable unless payment is made within 30 days of the due date.
 - b) Material breach of other provisions. A Party's material breach of any provision of any part of this Agreement other than those referred to in this Article 8 no. 5a) (Non-Payment) or 5b) (Breach of material provisions), unless the breaching Party has cured such breach within 30 days of the other Party giving notice.
6. Consequence of Termination. Termination by Stretch in accordance with this Article 8 no. 5 (Termination for good cause) will not relieve the Customer from the obligation to pay fees that remain unpaid, including, without limitation, any fees for the rest of the Initial Term or any Renewal Term for any of the services agreed between the parties.

ARTICLE 7 MODEL-SPECIFIC EFFECT OF TERMINATION

1. Stretch is entitled to refuse to accept orders if Stretch has reasonable grounds to believe



that the Customer cannot go live with the Localization Services during the term of this Localization Services T&C.

2. Termination for convenience. If this Agreement is terminated for convenience, those Services that were still valid at the point in time of this Agreement is terminated will, not automatically terminate but will remain in place and Stretch will grant Customer a wind-down period until the expiration of the then current term but such wind-down period shall not exceed 6 months from the expiration date of the Agreement (“Wind-Down Period”). During the Wind-Down Period, the Agreement will continue except as set out below:

(a) The Term will not automatically extend if the renewal term for such agreement would commence after the termination date of the Agreement; and

(b) Stretch may designate that the subscription for any Localization Service supplied to Stretch by a third party may not renew during the Wind-Down Period.

3. Termination for good cause. Termination of this Localization Service T&C by the Customer will not relieve the Customer from the obligation to pay fees that remain unpaid, including, without limitation, any fees for the rest of the Initial Term or any Renewal Term for any Localization Service.

ARTICLE 8 SURVIVAL

Article 8 no. 6 (Consequence of Termination) and Article 9 no. 3 (Termination for good cause) will survive termination of this Localization Services T&C.