

Terms and Conditions

Serrala Reference Customer Program (Ver. 1.0, 04-2024)

1 Scope

The relation between you, the Customer named above, and Serrala Group GmbH (“**Serrala**”) with regard to Customer’s participation in this Reference Customer Program (“**Program**”) is governed and defined by the following Program Terms and Conditions (“**Program Terms**”), and the relationship between the Customer and Serrala is separated and shall stand alone in relation to any other customer-supplier relationship of the Customer and Serrala or between the Customer and any other company of the Serrala group of companies.

This Agreement pertains to the participation of the Customers in the Program.

2 Goals

- 2.1 Main Goal.** The primary objective of the Plan in general is to establish a pool of advocates available on demand to provide references during specific periods and on occasion of specific events.
- 2.2 Secondary Goal.** We see your, the Customers participation in the Program also as a means to strengthening our customer-supplier relationship through enhanced collaboration and support; and through the support and instruction we provide in course of the Program to enable you to use our solutions even more efficiently.

3 Your Contribution

- 3.1 Be named as a reference customer.** We will name you as our customer in communication to the public and others, including on our website, in brochures and materials, or on social media, using your company name and your official company brand. We place great importance on presenting our customers in a positive light. We will respect all of your trademarks and naming rights, and adhere to any trademark guidelines that you will provide to us. If requested by the Customer, Serrala will provide the Customer with all announcements where Serrala intends to mention the Customer’s name or brand and the Customer is free to oppose to such use.
- 3.2 Response in relation to RFPs.** In RFPs we are regularly asked to provide existing relevant customers as references, and also to provide the prospective with contacts to such existing customers. In such situation, we might name you as a reference customer and provide according contact information (we will

inform you in such case). Being named as a reference in RFP’s may also include your further response in relation to Requests for Proposals (RFPs). Serrala will arrange the Customer’s cooperation with particular respect to the capacities and time of the Customer’s personnel.

- 3.3 Selected speaker assignments.** Your participation in the Plan may further include, that relevant personal of the Company is participation as a speaker at relevant events (either hosted by Serrala or from a third party), or participating in one-on-one calls with other customers of Serrala or potential prospects to support Serrala’s expansion efforts.

4 Incentives

- 4.1 Consideration for the Customer’s efforts.** Serrala and the Customer will make arrangements in text form for the individual case or in general on the benefits provided to the Customer in return for the participation in the Plan. These benefits may include additional free or discounted Serrala solutions or services (including consulting hours), or other discounts or privileges. Serrala will not make any direct payments to the Customer, any of Customer’s employees or any other party under this Plan.
- 4.2 Examples of Benefits.** Benefits offered to the Customer for participation in the Program may include:

- Up to a certain number of hours of consulting services provided by Serrala relevant experts.
- Technical HealthCheck performed by a Serrala consultant.
- The Opportunity to speak at specific forums, such as SAPinsider™ or other relevant events, with associated costs supported by Serrala.
- Invitation to quarterly User Group meetings facilitated by Serrala.
- Access to pilot programs, such as Aleivate Capture™ or validation service.
- Invitation to the Serrala Days™.

Your responsible Serrala-Sales representative will discuss and agree with you on which specific incentives Serrala will provide based on your level of participation and previous contribution to the Program.

5 Reimbursement of Costs

- 5.1 **Travel Expenses.** Serrala will reimburse travel expenses incurred by the Customer's personnel invited by Serrala according to Serrala's guidelines and policies; as an alternative, Serrala will arrange the travel directly for the Customer's personnel after prior agreement with the Customer. Serrala will agree further conditions with the Customer on a case-by-case basis.
- 5.2 **Admission Fees.** If costs or admission fees are charged for events to which Serrala invites personnel of the Customer, Serrala will pay or reimburse such costs.
- 5.3 **Gifts and Tokens of Appreciation.** Serrala may make appropriate gifts and small tokens of appreciation (e.g. flowers, gift baskets, etc.) to personnel of the Customer that was involved (e.g. as key speaker). These gifts will always remain within customary business practice and Serrala will strictly comply with all applicable laws. If the Customer does not want its personnel to receive any gifts, Serrala will respect this.
- 5.4 **Other Remuneration.** No other compensation is provided for between the parties under this Plan.

6 Term and Termination

- 6.1 **Term.** This Program Terms shall remain in effect for the duration of your participation in the Program. Serrala can amend these Program Terms from time to time, but such change must not introduce any new obligations of the Customer or change the character of the Plan. Serrala will publish new versions on its website www.serrala.com/terms-and-conditions/reference-customer-program.
- 6.2 **Termination.** The Customer and Serrala can both terminate the participation in the Plan at any time in text form, however, the respective party will endeavor to take appropriate account of commitments already made to the other side. The Customer's participation in the Plan and any cessation thereof shall have no effect on the rights of the Customer and Serrala under any other contracts and shall not affect the effectiveness or term of such contract.

7 Legal Information

- 7.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Germany, without regard to its conflict of law principles.
- 7.2 **Place of Jurisdiction.** Any dispute arising out of or in connection with this Agreement, including any question regarding its existence,

validity, or termination, shall be subject to the exclusive jurisdiction of the courts of Hamburg, Germany, to the exclusion of any other courts.

- 7.3 **Disclaimer.** Unless and to the extent otherwise agreed, Serrala and Customer shall use reasonable efforts to comply with their obligations under this Plan, otherwise the liability of Customer and Serrala for any act or omission under this Plan, the liability is excluded to the extent permitted by law.

8 Contact

If you have any questions or suggestions, please contact: **Estelle Pavret** (Director Customer Success): e.pavret@serrala.com

Or address your contact person at Serrala.