



MASTER SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS

Purchases of Subscriptions and Services (as defined below) under a Purchase Document with TejarSolution FZ LLC., a JAGGAER joint venture company, with a registered address at Dubai Media City, Building 2, level 5, Suite 501, Dubai, UAE ("JAGGAER") and the party named in such Purchase Document ("Client") shall be subject to the following, additional Terms and Conditions as of the dates specified in the Purchase Document (the "Effective Date"). By executing an initial Purchase Document, Client agrees to be bound by the following additional Terms and Conditions.

1. DEFINITIONS. In addition to the terms defined elsewhere in the Agreement, the terms set forth in this Section 1 shall have the following meanings:

1.1. "Agreement" shall mean these Master Subscription Agreement Terms and Conditions, Purchase Documents, the Terms of Service posted at <http://www.JAGGAER.com/terms-of-service/>, and such other documents, attachments and exhibits that the parties' authorized representatives may mutually agree to in writing from time to time.

1.2. "Affiliates" shall mean any entity which directly or indirectly controls, is controlled by or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. JAGGAER and Client agree that Affiliates of Client may access JAGGAER Applications and Services from JAGGAER by entering into a Purchase Document with JAGGAER.

1.3. "Authorized Users" shall mean (i) Client's employees, contractors, subcontractors and outsourcing vendors and (ii) employees, contractors, subcontractors and outsourcing vendors of any Affiliates or other entities designated in an Order Form as being authorized by Client to access and use the JAGGAER Applications and Services, in each case who have been supplied user identification and passwords by Client. Any use by contractors, subcontractors or outsourcing vendors acting on Client's behalf shall be subject to the terms of the Agreement and Client remains responsible for its obligations and for the activities and omissions of such third parties.

1.4. "Client Data" shall mean data generated, uploaded or transmitted by Authorized Users using the JAGGAER Applications.

1.5. "Master Subscription Agreement" or "MSA" shall mean these Master Subscription Agreement Terms and Conditions. Upon Client's execution of a Purchase Document, this MSA shall govern all Purchase Documents entered into by Client and JAGGAER.

1.6. "Order Form" shall mean the ordering documents executed by JAGGAER and Client that represent the initial purchase of the Subscription to the JAGGAER Applications and certain Services, and any subsequent ordering documents that from time to time are executed hereunder by Client and JAGGAER and which shall expressly refer to the Agreement.

1.7. "Professional Services" shall mean any implementation, training, consulting, data migration, conversion, integration or other services provided by JAGGAER to Client, as set forth in a Statement of Work or as described in the Terms of Service.

1.8. "Purchase Document" shall mean an Order Form or Statement of Work. Purchase Documents shall be deemed incorporated herein by reference.

1.9. "JAGGAER Applications" shall mean those software applications made available to Client by JAGGAER via a Subscription.

1.10. "Services" shall mean the Support Services and Professional Services.

1.11. "Statement of Work" shall mean any document executed by JAGGAER and Client describing the deliverables, milestones, project plan, acceptance criteria and other items related to the

delivery of the implementation services and other Professional Services provided by JAGGAER to Client.

1.12. "Subscription" shall mean the right of Authorized Users to access the JAGGAER Applications and certain Professional Services during the Subscription Term, as set forth in an Order Form.

1.13. "Support Services" shall mean the maintenance and support services described in the Terms of Service, and provided in connection with the JAGGAER Applications.

1.14. "Terms of Service" shall mean those Support Services and Professional Services terms posted at <http://www.JAGGAER.com/terms-of-service/>, which are incorporated herein. Client acknowledges and agrees it has read, understands and agrees to be bound by the Terms of Service.

2. CHANGES; COOPERATION.

2.1. Changes. In connection with JAGGAER's efforts to continually improve the JAGGAER Applications and Services, JAGGAER may from time to time develop and make available to JAGGAER's clients, free of charge, enhancements, upgrades, updates, improvements, modifications, extensions and other changes to the JAGGAER Applications, Services and Terms of Service ("Changes"). JAGGAER shall provide Client reasonable, advance notice of all Changes to the JAGGAER Applications, Services and Terms of Service in order to, among other things, enable Client to prepare for upcoming releases, learn about new features, and access key information about the JAGGAER Applications, Services and Terms of Service. IN NO EVENT MAY JAGGAER MAKE ANY CHANGES THAT MATERIALLY AND ADVERSELY IMPACT THE CLIENT'S USE OF THE JAGGAER APPLICATIONS OR SERVICES. Client hereby authorizes JAGGAER to implement such Changes.

2.2. Terms. JAGGAER shall provide the JAGGAER Applications and Services to Client pursuant to these Terms and Conditions and any specific limitations set forth in Purchase Documents.

3. USE OF THE JAGGAER APPLICATIONS AND SERVICES.

3.1. Proprietary Rights. This is a subscription agreement for use of the JAGGAER Applications. The Agreement is not a sale, or assignment and transfer, of any software. Client agrees that JAGGAER, its licensors or its suppliers retain all right, title and interest (including all patent, copyright, trade secret and other intellectual property rights) in and to the JAGGAER Applications, the Services, Services deliverables and any and all related and underlying software (including interfaces created by JAGGAER), databases, technology, reports and documentation, and any adaptation, modification, derivation, addition or extension to the JAGGAER Applications and Services. Except for the Subscription granted hereunder, nothing in the Agreement gives the Client any right, title or interest in or to the JAGGAER Applications, the Services or any related documentation.

3.2. JAGGAER License. JAGGAER hereby grants to Client a nontransferable, non-exclusive license during the Subscription Term, to allow Authorized Users to access and use the JAGGAER Applications for its internal business purposes.

3.3. Use Guidelines.

3.3.1. The JAGGAER Applications are provided to Client for use only as expressly set forth in the Agreement, and Client will not use the JAGGAER Applications in whole or in part for any other use

or purpose. In particular, Client will not, and will not allow any third party to: (i) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the JAGGAER Applications by any means, or disclose any of the foregoing; (ii) except as expressly set forth in the Agreement, provide, rent, lease, lend, or use the JAGGAER Applications for timesharing, subscription, or service bureau purposes; (iii) sublicense, transfer or assign the JAGGAER Applications or any of the rights or licenses granted under the Agreement; or remove or obscure any trademark, product identification, proprietary marking, copyright or other notices provided with the JAGGAER Applications or related documentation.

3.3.2. Client shall not: (i) use the JAGGAER Applications for storage, possession, or transmission of any information, the possession, creation or transmission of which violates any law; (ii) transmit Client Data using the JAGGAER Applications that infringes upon or misappropriates the intellectual property or privacy rights of any third party; (iii) perform any load testing of the JAGGAER Applications or attempt to probe, scan or test the vulnerability of the JAGGAER Applications without JAGGAER's prior, written consent; or (iv) log into a server or account that Client is not authorized to access.

3.4. Client Responsibilities. Client is responsible for all activity occurring under Authorized User accounts and for each Authorized User's compliance with all terms and conditions of the Agreement. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of all Client Data generated, uploaded and transmitted by Client and Authorized Users. Client shall use all reasonable endeavours to prevent unauthorized access to, or use of, the JAGGAER Applications and notify JAGGAER immediately of any unauthorized use of any password or account or any other known or suspected breach of security.

3.5. Authorized Users.

3.5.1. The Subscription to the JAGGAER Applications is granted solely to Authorized Users and shall not be shared with any third parties, except as set forth in Section 1.2 above. If a maximum number of Authorized Users is specified in the Order Form, the number of Authorized Users accessing the JAGGAER Applications shall not exceed such maximum number. User Subscriptions are for named users and cannot be shared or used by more than one user but may be reassigned from time to time when Authorized Users have terminated an employment or some other prior relationship with Client, changed job status or function, or otherwise no longer require ongoing use of the JAGGAER Applications.

3.5.2. Client acknowledges that the price of the Subscription purchased hereunder is based on Client's access requirements as provided to JAGGAER as of the Effective Date of the Agreement. In the event Client wishes to subsequently expand access to additional users, Affiliates, business units or otherwise, Client may purchase additional Subscriptions to the JAGGAER Applications by executing separate Order Forms hereunder.

3.6. Client's Ownership of all Client Data. Client owns all right, title and interest in, and to, all Client Data. Client Data is deemed Confidential Information under this Agreement. In connection with Client's use of the JAGGAER Applications, JAGGAER is provided access to Client Data. Client grants to JAGGAER a limited license to use the Client Data only to the extent set forth in this Agreement.

3.7. Security and Privacy of Client Data. JAGGAER understands the sensitive nature of the Client Data and other Confidential Information provided by Client. JAGGAER shall maintain the confidentiality of Client Data in accordance with its confidentiality obligations under this Agreement. Additionally, JAGGAER shall maintain, at a minimum, industry standard administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client Data. Lastly, JAGGAER adheres to, and is audited by independent third party auditors for compliance with, industry data handling standards (such as Service Organization Control ("SOC") standards) or equivalent standards.

JAGGAER shall not use or disclose Client Data except as needed to facilitate Client's use of the JAGGAER Applications and Services, or otherwise to perform or provide services under this Agreement.

4. FEES; PAYMENT.

4.1. Fees; Payment. Client agrees to pay JAGGAER all of the fees agreed to in the Purchase Documents. Fees for the JAGGAER Applications and Services will be invoiced in accordance with the terms of the Purchase Document. Unless otherwise stated in the Purchase Document, all payments shall be made in United States dollars no later than thirty (30) days after the date of invoice, payable in full, without reduction for any offset, withholding or other claims (except with respect to charges then under reasonable and good faith dispute as evidenced in a writing promptly sent by Client to JAGGAER prior to the payment due date). All payments not received when due shall accrue interest each day at a rate of four percent (4%) a year above the Bank of England's base rate from time to time (excluding reasonably disputed payments). Payment obligations are non-cancellable and, except as set forth in Sections 5.3, 6.1 and 7.1 below, all fees are non-refundable. Client shall remit payment via electronic funds transfer to the account designated in the invoice.

4.2. Taxes. The fees payable under the Agreement shall not include value added tax or other taxes or duties now in force or enacted in the future imposed on the transaction and/or the delivery of the Services, all of which Client shall be responsible for and pay in full except those taxes based on the net income of JAGGAER. If Client is exempt from the payment of any such taxes, upon execution of the Agreement, Client shall provide JAGGAER with a valid tax exemption certificate authorized by the appropriate taxing authority.

4.3. Suspension of Service. If any Client account is thirty (30) days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any other rights and remedies (including the termination rights set forth in the Agreement), JAGGAER reserves the right, upon ten (10) days prior written notice to Client, to suspend the Subscription to the JAGGAER Applications and provision of Services without liability to JAGGAER until such account is paid in full.

5. TERM AND TERMINATION.

5.1. Term of the Agreement. The Agreement commences on the Effective Date and continues until the Subscription to the JAGGAER Applications granted in accordance with the Agreement has expired or the Agreement is terminated earlier, pursuant to the Terms and Conditions set forth herein.

5.2. Term of Subscription. The subscription term to the JAGGAER Applications shall be as set forth in the Order Form (the "Subscription Term"). Any renewal(s) of the Subscription Term shall be in accordance with terms set forth in the Order Form.

5.3. Termination for Cause. Either party may terminate the Agreement by written notice if the other party commits a material breach and fails to cure such breach within thirty (30) days following receipt of written notice of such breach.

5.4. Outstanding Fees. Termination shall not relieve Client of the obligation to pay JAGGAER the fees agreed in the Order Form unless (i) Client terminates the Agreement in accordance with Section 5.3 above, in which case Client shall be entitled to a prorated refund of any pre-paid Subscription fees for the remaining number of months left in the Subscription Term following the effective date of termination or (ii) the Agreement is terminated in accordance with Section 6.1 or 7.1.

5.5. Effect of Termination. Upon any termination or expiration of the Agreement (i) JAGGAER will terminate Client's access to the JAGGAER Applications and will cease providing the Services; (ii) Client shall immediately cease any and all use of and access to any JAGGAER Applications; and (iii) each party hereunder shall return to the other party any and all Confidential Information of the other party in its possession.

6. WARRANTY.

6.1. JAGGAER Applications Warranty. JAGGAER hereby warrants that the JAGGAER Applications will operate in substantial conformity with the then-current published specifications. In the event of any failure of the JAGGAER Applications to perform in substantial conformity to such specifications, JAGGAER will, at JAGGAER's sole option, and as Client's sole and exclusive remedy, either (i) repair the applicable JAGGAER Applications or (ii) terminate the Agreement and/or the Subscription to the JAGGAER Applications and refund to Client a sum equal to the Subscription fees paid for the period during which the JAGGAER Applications were rendered unusable, prorated on a monthly basis.

6.2. Services Warranty. JAGGAER represents and warrants that it will perform the Services with reasonable care and skill. Client's remedy for breach of the warranties in this paragraph shall be the re-performance of the relevant Services free of charge.

6.3. Disclaimer Of Warranties, Terms And Conditions. Except for the warranties contained in this section 6, JAGGAER makes no warranties regarding the JAGGAER Applications and Services. JAGGAER specifically disclaims any and all other warranties, terms and conditions whether express or implied, including without limitation, any implied warranties of satisfactory quality or fitness for a particular purpose. JAGGAER does not warrant that access to the JAGGAER Applications will be uninterrupted or error-free, that all defects and errors in the JAGGAER Applications will be corrected, or that the JAGGAER Applications and Services will meet Client's particular requirements or expectations. JAGGAER does not provide any warranties regarding the accuracy of data or information provided by third parties. JAGGAER shall not be liable or responsible for any delays, interruptions, service failures and any other problems arising from Client's use of the internet, electronic communications or any other systems. The provisions of this section allocate the risks under the Agreement between JAGGAER and Client. JAGGAER'S pricing reflects this allocation of risk and the limited warranties specified herein.

7. JAGGAER INDEMNIFICATION.

7.1. JAGGAER Indemnification. JAGGAER shall defend, indemnify and hold harmless Client from and against any and all claims, suits, proceedings, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of any claims, demands, suits or proceedings brought by a third party alleging that the JAGGAER Applications infringe upon any patent, copyright or trademark or misappropriate any trade secret or other intellectual property rights of any third party. JAGGAER shall have no obligation to indemnify Client to the extent any alleged patent infringement arises out of (a) the use of the JAGGAER Applications in combination by Client with other data, products, software, processes or materials not provided or authorized by JAGGAER; (b) the modification of the JAGGAER Applications by a party other than JAGGAER; (c) any unauthorized use of the JAGGAER Applications or (d) the Client Data. Should the JAGGAER Applications as used by Client infringe, or in JAGGAER's commercially reasonable opinion be likely to infringe, JAGGAER shall, at its option and sole expense: (i) procure for Client the right to continue to use the JAGGAER Applications, (ii) modify the JAGGAER Applications to eliminate any such claim that might result from their use hereunder, provided such modification does not adversely affect the functional capabilities of the JAGGAER Applications or (iii) replace the JAGGAER Applications with equally suitable, compatible and functionally equivalent non-infringing JAGGAER Applications at no additional charge to Client. If none of these options is commercially practicable, then the Agreement may be terminated by JAGGAER without further obligation or liability on the part of either party hereto except that JAGGAER agrees to promptly refund to Client the fees paid by Client for the portion of the Subscription Term for which the JAGGAER Applications would no longer be available to Client. This Section 7 states the entire liability and obligation of JAGGAER, and Client's exclusive remedy, with respect to any intellectual property infringement relating to the JAGGAER Applications.

7.2. Procedures. JAGGAER's indemnification obligations are conditioned upon Client: (i) giving JAGGAER prompt written notice of any claim, action, suit or proceeding for which Client is seeking indemnity; (ii) granting control of the defense and settlement to JAGGAER (except that JAGGAER shall not enter into any settlement of a claim that imposes any obligations upon Client without the consent of Client, which consent will not be withheld unreasonably); and (iii) reasonably cooperating with JAGGAER at JAGGAER's expense.

8. CONFIDENTIAL INFORMATION.

8.1. Obligations. During the term of the Agreement and for a period of three (3) years after the date of termination or expiration of the Agreement, each party: (i) shall treat as confidential all Confidential Information (as defined below) provided by the other party; (ii) shall not use such Confidential Information except as expressly permitted under the terms of the Agreement or otherwise previously authorized in writing by the disclosing party; (iii) shall implement reasonable procedures to prohibit the disclosure, unauthorized duplication, reverse engineering, disassembly, decompiling, misuse or removal of such Confidential Information; and (iv) shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each party shall use at least the same degree of care to prevent the disclosure of the other party's Confidential Information as it uses to prevent the disclosure of its own Confidential Information, and shall in any event use no less than a reasonable degree of care. "Confidential Information" shall mean all confidential information of a party, whether written or oral, and whether in paper or electronic format, disclosed to a receiving party that is designated in writing or identified as confidential at the time of disclosure or should be reasonably known by the receiving party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Client Data and Confidential Information related to either party's customer lists, customer information, products, technical information, pricing information, pricing methodologies, Supplier-provided information or information regarding the disclosing party's business planning or business operations shall be deemed Confidential Information without any marking or further designation.

8.2. Exceptions. Notwithstanding the above, the receiving party's nondisclosure obligations shall not apply to information that: (i) was generally available to the public at the time it was disclosed, or becomes generally available to the public through no fault of the receiving party; (ii) was known to the receiving party at the time of disclosure as shown by written records in existence at the time of disclosure; (iii) was developed independently by the receiving party prior to the disclosure, as shown by written records in existence prior to the disclosure; (iv) is disclosed with the prior written approval of the disclosing party; (v) becomes known to the receiving party from a source other than the disclosing party without breach of the Agreement by the receiving party and in a manner which is otherwise not in violation of the disclosing party's rights; or (vi) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the receiving party shall provide reasonable advance notice to enable the disclosing party to seek a protective order.

9. LIMITATIONS OF LIABILITY. Neither party, its Affiliates, directors, officers, employees, agents or contractors, shall be liable to the other party for any loss of profits, loss of revenue, or loss of anticipated savings, loss of business or opportunity, loss of goodwill or injury to reputation and any special, consequential or indirect loss or damage, in each case arising out of or in connection with this Agreement whether based on a claim in contract, tort (including negligence), breach of statutory duty, indemnity, or otherwise. This shall not affect the liability of the Client to pay the charges or any other sums falling due to JAGGAER under the terms of this Agreement. Nothing in this agreement excludes the liability of JAGGAER for death or personal injury caused by negligence or fraud. The total aggregate liability of either party related to or arising out of the Agreement or any of the JAGGAER Applications, whether in contract, tort (including

negligence), breach of statutory duty, indemnity or otherwise shall be limited to 100% of the charges paid or payable by the Client under this Agreement in the twelve months preceding the event giving rise to such damages. The limitations of liability under this section shall not apply to any obligations and liabilities arising from violations by either party hereunder of sections 3 or 8 of the Agreement, or any indemnification provided by JAGGAER under section 7 of the Agreement.

10. GENERAL PROVISIONS.

10.1. Governing Law and Jurisdiction. The Agreement shall be governed by and construed in accordance with the laws of England and Wales (including non-contractual disputes or claims). The courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement (including non-contractual disputes or claims).

10.2. Local Laws and Export Control. JAGGAER and Client shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the JAGGAER Applications and Services. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government, U.K. or European Union list of persons or entities prohibited from receiving exports, and (ii) Client shall not permit Authorized Users to access or use the JAGGAER Applications or Services in violation of any U.S., U.K. or European Union export embargo, prohibition or restriction.

10.3. Severability. If any provision of the Agreement is held to be invalid or unenforceable for any reason, it shall be deemed omitted and the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

10.4. Waiver. The waiver by either party of a breach of any provision of the Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

10.5. Assignment. The Agreement shall be binding upon the parties' respective successors and permitted assigns. Neither party shall assign the Agreement, and/or any of its rights and obligations hereunder, without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the above, either party may assign or transfer the Agreement upon a change of control or pursuant to a sale of all or substantially all the stock or assets of the assigning party.

10.6. Independent Contractors. The parties to the Agreement are independent contractors. There is no relationship or partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

10.7. Publicity. Neither party may issue any press release regarding the Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers and vendors, regardless of format or media.

10.8. Notices. Unless otherwise stated in the Agreement, any notices required to be given under the terms of the Agreement, shall be in writing and either delivered personally, delivered by a nationally or internationally recognized overnight courier service or sent by registered or certified mail. Notices to JAGGAER shall be addressed to: Dubai Media City, Building 2, level 5, Suite 501, Dubai, UAE, Attention: Legal Dept. Billing-related notices to Client shall be addressed to the billing contact designated by Client in the Purchase Document, and legal notices to Client shall be addressed to Client's signatory of this Agreement. Notices shall be deemed to have been received: (i) on the day given if delivered by hand (securing a receipt evidencing such delivery); (ii) on the second day after notice is sent, if sent by an overnight courier service; or (iii) on the fifth day after notice was mailed, if sent by registered or certified mail.

10.9. Survival. All provisions of the Agreement relating to proprietary rights, payment of fees accrued, confidentiality and non-disclosure, indemnification and limitation of liability shall survive the completion of the Services or any termination of the Agreement.

10.10. Electronic Signature, Facsimile, Email Transmission; Counterparts. The Agreement (including any Purchase Document) may be executed and delivered by electronic signature, facsimile or email and each full reproduction, including reproductions by photocopy or scan, shall be deemed an original. Receipt of any such reproduction by facsimile or email transmission shall be deemed delivery of an original.

10.11. Force Majeure. Neither party will be liable to the other for any failure to meet its obligations under the Agreement where such failure is caused by events beyond its reasonable control such as failure of communications networks, inability to timely obtain instructions or information from the other party, governmental action, fire, storms, floods or other acts of God, provided that the party seeking to rely on such circumstances gives written notice of such circumstances to the other party hereto and uses reasonable endeavours to overcome such circumstances.

10.12. Subsequent Modifications. No amendment, alteration or modification of the Agreement shall be effective or binding unless it is set forth in a writing signed by duly authorized representatives of both parties.

10.13. Entire Agreement. The Agreement, including these Terms and Conditions, the Terms of Service, Purchase Documents, and all exhibits attached hereto, constitutes the entire agreement between the parties in connection with the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations and/or agreements among the parties in connection with the subject matter hereof except as set forth in the Agreement, notwithstanding any different or additional terms that may be contained in the form of a purchase order or other document used by Client to place orders or otherwise effect transactions under this Agreement. No purchase order submitted by Client, even if accepted by JAGGAER, shall be deemed to modify any of the terms of this Agreement unless JAGGAER has stated its intent to do so in writing. No modification or amendment to the Agreement, including any Purchase Document, shall be binding upon the parties except to the extent set forth in writing and signed by duly authorized representatives of JAGGAER and Client. In the event of any inconsistency between the terms and conditions of the Agreement and a Purchase Document, now or hereafter appended hereto, the terms of the Purchase Document shall govern.