

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

*In re*

AN GLOBAL LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 23-11294 (JKS)

(Jointly Administered)

**Re: Docket No. 910**

**ORDER APPROVING STIPULATION AND AGREEMENT BY AND  
AMONG SAP MÉXICO S.A. DE C.V. AND DEBTOR AGILETHOUGHT  
DIGITAL SOLUTIONS, S.A.P.I. DE C.V. AND ITS AFFILIATED  
DEBTORS ALLOWING SAP'S ADMINISTRATIVE EXPENSE CLAIM AND  
ADDRESSING THE DISPOSITION OF CERTAIN EXECUTORY CONTRACTS**

Upon consideration of the *Stipulation and Agreement by and Among SAP México S.A. de C.V. and Debtor AgileThought Digital Solutions, S.A.P.I. de C.V. and its Affiliated Debtors Allowing SAP's Administrative Expense Claim and Addressing the Disposition of Certain Executory Contracts* (the "Stipulation"),<sup>2</sup> a copy of which is attached hereto as **Exhibit 1**, and the Bankruptcy Court having jurisdiction over the matters raised in the Stipulation pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Stipulation and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Bankruptcy Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Bankruptcy Court having

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number or registration number in the applicable jurisdiction, are: AN Global LLC (5504); AgileThought, Inc. (2509); 4th Source, LLC (7626); AgileThought Brasil Servicos de Consultoria Em Software (01-20); AgileThought Digital Solutions, S.A.P.I. de C.V. (3KR0); AgileThought México S.A. de C.V. (7E46); AgileThought, LLC (7076); AGS Alpama Global Services USA, LLC (0487); AN Extend, S.A. de C.V. (1D80); AN Evolution, S. de R.L. de C.V. (7973); AN UX, S.A. de C.V. (7A42); Cuarto Origen, S. de R.L. de C.V. (0IQ9); Entrepids México, S.A. de C.V. (OCYA); Facultas Analytics, S.A.P.I. de C.V. (6G37); Faktos Inc., S.A.P.I. de C.V. (3LLA); IT Global Holding LLC (8776); Tarnow Investment, S.L. (No Tax ID); and Anzen Soluciones, S.A. de C.V. (No Tax ID). The Debtors' headquarters are located at 222 W. Las Colinas Boulevard, Suite 1650E, Irving, Texas 75039.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Stipulation.



found and determined that the relief sought in the Stipulation is in the best interests of the Debtors, the estates, creditors, and all parties-in-interest, and that the legal and factual bases set forth in the Stipulation establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Stipulation attached hereto as **Exhibit 1** and the terms set forth therein are APPROVED and shall have the full force and effect of an order entered by the Court with respect thereto.

2. To the extent applicable, the stay provided for under Rule 6004(h) of the Federal Rules of Bankruptcy Procedure is hereby waived and this order (this "Order") and the Stipulation shall become effective immediately upon entry of this Order.

3. This Court shall retain jurisdiction over any and all matters arising from or related to the interpretation and implementation of this Order and the Stipulation.

Dated: June 5th, 2024  
Wilmington, Delaware

  
J. KATE STICKLES  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit 1**

**Stipulation**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

AN GLOBAL LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 23-11294 (JKS)

(Jointly Administered)

**STIPULATION AND AGREEMENT BY AND AMONG  
SAP MÉXICO S.A. DE C.V. AND DEBTOR AGILETHOUGHT  
DIGITAL SOLUTIONS, S.A.P.I. DE C.V. AND ITS AFFILIATED  
DEBTORS ALLOWING SAP'S ADMINISTRATIVE EXPENSE CLAIM AND  
ADDRESSING THE DISPOSITION OF CERTAIN EXECUTORY CONTRACTS**

SAP México S.A. de C.V. ("SAP") and Debtor AgileThought Digital Solutions, S.A.P.I. de C.V. ("AgileThought Digital Solutions") and its debtor-affiliates (collectively, the "Debtors") and, together with SAP, the "Parties") hereby enter into this stipulation (the "Stipulation") and agree as follows:

**RECITALS**

A. On August 28, 2023 (the "Petition Date"), AgileThought Digital Solutions filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").

---

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number or registration number in the applicable jurisdiction, are: AN Global LLC (5504); AgileThought, Inc. (2509); 4th Source, LLC (7626); AgileThought Brasil Servicios de Consultoria Em Software (01-20); AgileThought Digital Solutions, S.A.P.I. de C.V. (3KR0); AgileThought México S.A. de C.V. (7E46); AgileThought, LLC (7076); AGS Alpama Global Services USA, LLC (0487); AN Extend, S.A. de C.V. (1D80); AN Evolution, S. de R.L. de C.V. (7973); AN UX, S.A. de C.V. (7A42); Cuarto Origen, S. de R.L. de C.V. (0IQ9); Entrepids México, S.A. de C.V. (OCYA); Facultas Analytics, S.A.P.I. de C.V. (6G37); Faktos Inc., S.A.P.I. de C.V. (3LLA); IT Global Holding LLC (8776); Tarnow Investment, S.L. (No Tax ID); and Anzen Soluciones, S.A. de C.V. (No Tax ID). The Debtors' headquarters are located at 222 W. Las Colinas Boulevard, Suite 1650E, Irving, Texas 75039.

B. On or about November 20, 2016, SAP and North American Software, S.A.P.I. de C.V. *n/k/a* AgileThought Digital Solutions entered into an SAP PartnerEdge Master Partner Agreement (the “PartnerEdge Agreement”), and various schedules thereto, pursuant to which AgileThought Digital Solutions was granted the right to, *inter alia*, resell certain SAP software and subscriptions for SAP on-demand cloud services, and deliver software support services to third-party end-users (the “PartnerEdge Services”).

C. Pursuant to the terms of a Termination Agreement between SAP and AgileThought Digital Solutions, the PartnerEdge Agreement terminated on August 25, 2023, prior to the Debtors’ bankruptcy filing.

D. On September 15, 2023, the Debtors filed the *Debtors’ Motion for Entry of an Order Fixing Cure Amounts for Certain Contracts and Granting Related Relief* [D.I. 105] seeking to fix the cure amounts for their executory contracts and to obtain the Bankruptcy Court’s authority to potentially assume and assign certain of those contracts in connections with their substantial asset sale motion.

E. On October 11, 2023, SAP filed the *Objection and Reservation of Rights of SAP México S.A. de C.V. to the Debtors’ Motion to Fix Cure Amounts and to Potentially Assign Certain Executory Contracts* [D.I. 237] (the “Assignment Objection”) based upon the termination of the PartnerEdge Agreement.

F. On December 28, 2023, the Court entered the *Order (I) Approving the Sale of Assets Free and Clear of Liens, Claims, Interests and Encumbrances, (II) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection Therewith and (III) Granting Related Relief* [D.I. 590] (the “Sale Order”), which approved the sale of substantially all of the Debtors’ assets to AT Holdings Corp., an affiliate of certain of the

Debtors' lenders (the "Lenders") for whom Blue Torch Finance LLC acts as administrative and collateral agent.

G. With regard to SAP, the Sale Order specifically preserved all parties' rights with respect to the PartnerEdge Agreement:

SAP Mexico. No provision of this Order or the Stalking Horse APA shall authorize (i) the assumption, or assumption and assignment, of any contracts between any of the Debtors and SAP Mexico, S.A. de C.V. ("SAP"), or (ii) the transfer of any software or other proprietary information licensed by SAP. All rights of the parties are reserved with respect to any such contracts.

Sale Order ¶ 41.

H. To date, no hearing has been scheduled on the Assignment Objection.

I. On February 1, 2024, the Court entered the *Second Order Authorizing Debtors to reject Certain Unexpired Leases and Executory Contracts, each Effective as of the Rejection Date* [D.I. 696] (the "Rejection Order"), pursuant to which AgileThought Digital Solutions, S.A.P.I de C.V. (f/k/a AN Global IR, S.A.P.I de C.V., North American Software, S.A.P.I. de C.V.) rejected all software support obligations arising under the Licencia de Uso de Software SAP (the "AN Evolution License Agreement") with AN Evolution, S.A. de C.V. ("AN Evolution"); *provided, however*, that it was the Debtors' intent that the Rejection Order did not reject the perpetual SAP software licenses granted to AN Evolution under the AN Evolution License Agreement.

J. On January 18, 2024, the Debtors filed *Debtors' Motion for Entry of an Order (I) Approving Procedures for the Distribution of Certain Funds, (II) Approving the Dismissal of the Debtors' Chapter 11 Cases, and (III) Granting Related Relief* [D.I. 640] (the "Dismissal Motion").

K. On February 1, 2024, SAP filed the *Limited Objection and Reservation of Rights of SAP México S.A. de C.V. to the Debtors' Motion to Dismiss their Bankruptcy Cases* [D.I. 695] (the "Dismissal Objection"), wherein SAP alleged that it held an administrative expense claim against

AgileThought Digital Solutions of approximately \$676,707.91 (the “SAP Administrative Claim”) for ongoing post-petition software support tools and cloud services provided by SAP following termination of the PartnerEdge Agreement (the “SAP Services”).

L. By this Stipulation, the Parties desire to set forth the terms the upon which the Parties will: (i) resolve the Assignment Objection and the Dismissal Objection; (ii) resolve the SAP Administrative Claim for post-petition SAP Services; and (iii) address the termination of the SAP Services and the disposition of certain contracts.

**NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, IT IS HEREBY STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THAT**

1. AgileThought Digital Solutions agrees and acknowledges that the PartnerEdge Agreement was terminated as of August 25, 2023. Due to such termination, any rights of AgileThought Digital Solutions, or any successor or assignee of AgileThought Digital Solutions, arising under the PartnerEdge Agreement terminated, and such entit(ies) cannot (i) provide any SAP-related software support services (SAP Enterprise Support and SAP Standard Support) and SAP Cloud services to any customer thereunder, and (ii) advertise or represent themselves as being an “SAP Certified Partner.”

2. The end-user customers to whom AgileThought Digital Solutions provides PartnerEdge Services, as of the date of this Stipulation, are:

- i. Rotoplas S.A. de C.V.;
- ii. Servicio Facil del Sureste S.A. de C.V.;
- iii. Inmobiliaria Y Constructora Luviano, S.A. de C.V. (together with Rotoplas S.A. de C.V. and Servicio Facil del Sureste S.A. de C.V., the “Identified Customers” and, each an “Identified Customer”); and
- iv. AN Evolution.

3. SAP will continue to provide or make the SAP Services available to AgileThought Digital Solutions until the earlier of (i) such date as the applicable contract between AgileThought

Digital Solutions and such end-user customer is either terminated, rejected, or assigned pursuant to Paragraph 4 of this Stipulation, or (ii) June 14, 2024, whichever comes first (the “SAP Services Termination Date”). Following the SAP Services Termination Date, SAP shall have no obligation to provide any SAP Services to the Debtors or any end-user customer of the Debtors.

4. On or prior to the SAP Services Termination Date, AgileThought Digital Solutions shall either (i) terminate, (ii) reject, or (iii) assign to SAP or an approved SAP Partner, each contract with an Identified Customer pursuant to which AgileThought Digital Solutions resold SAP software, or provided PartnerEdge Services; *provided, however*, that SAP shall provide assistance in identifying potential assignees for such contracts.

5. SAP and/or an approved SAP Partner may directly communicate, engage, and enter into contracts with the Identified Customers regarding any SAP software or software-related services, including issuing proposals for renewals or any new software products or services.

6. SAP and the Debtors agree that the alleged SAP Administrative Claim against the estates of AgileThought Digital Solutions and its Debtor-affiliates is hereby waived.

7. As of June 2, 2024, SAP may discontinue cloud services to AgileThought Digital Solutions for the product “Centro de aprendizaje SAP” *a/k/a* “SAP Learning Hub” and the Order Form for SAP Cloud Services between SAP and AgileThought Digital Solutions for such product is and shall be terminated.

8. AN Evolution shall retain the perpetual licenses granted under the AN Evolution License Agreement, which licenses are depicted in **Schedule A** hereto (the “Perpetual Licenses”). SAP agrees that the Perpetual Licenses may be assigned by AN Evolution to an affiliate of purchaser AT Holdings Corp.; *provided, however*, such affiliate must be a Mexican entity and SAP must be provided with prior written notice of the identity of such assignee. Pursuant to the



Rejection Order, all software support services for the Perpetual Licenses were terminated and SAP shall not be obligated to provide any SAP Services or any other services in connection with the Perpetual Licenses or the AN Evolution License Agreement.

9. Except as expressly provided in Paragraph 8 above, as of the SAP Services Termination Date, AgileThought Digital Solutions will destroy, and cease and desist from use of, any and all software in its possession that is copyrighted or licensed by SAP in connection with the PartnerEdge Agreement.

10. AgileThought Digital Solutions represents and warrants that, with the exception of the Perpetual Licenses, no software copyrighted or licensed by SAP was transferred to AT Holdings Corp. or any affiliate thereof, or will be transferred to AT Holdings Corp. or any affiliate thereof, in connection with the Mexican Delayed Closing (as defined in the Sale Order).

11. In consideration of the terms of this Stipulation each of the Parties hereto, on behalf of themselves and all affiliates and members or shareholders of parent, successors, affiliates, members, shareholders, owners, representatives, officers, directors, agents, attorneys, and assigns past and present, hereby irrevocably and unconditionally release and forever discharge one another with respect to any and all claims, demands, damages, injuries, causes of action or suits at law or in equity, and liability of every kind and nature whatsoever, past, present, or future, known and unknown, suspected and unsuspected, by reason of any matter, cause, or thing whatsoever. Notwithstanding anything stated herein to the contrary, it is understood and agreed that these mutual releases do not include or affect any claim for breach of this Stipulation.

12. The Parties hereto agree that the Bankruptcy Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Stipulation.

13. This Stipulation may not be modified, altered, amended, or vacated in any manner except by a writing signed by all Parties hereto and with Bankruptcy Court approval.

14. This Stipulation shall be binding upon and inure to the benefit of the successors and assigns of any of the Parties, including any chapter 11 or chapter 7 trustee appointed in the Debtors' chapter 11 cases as well as any liquidating trustee, plan trustee or similar fiduciary arising under a chapter 11 plan of any of the Debtors.

15. This Stipulation constitutes the entire agreement between the Parties relating to the subject matter hereof, notwithstanding any previous negotiations or agreements, oral or written, between the Parties with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, with respect to all or any part of the subject matter of this Stipulation are superseded by this Stipulation and shall be of no further force or effect.

16. The Parties have each cooperated in drafting this Stipulation. Therefore, in any action or proceeding concerning this Stipulation, the provisions hereof shall be construed as if jointly drafted by the Parties.

17. To the extent this Stipulation is not approved by the Bankruptcy Court, other than this paragraph, this Stipulation shall not be binding on any of the Parties hereto, shall be null, void and of no effect and may not be introduced into evidence or otherwise used in any further proceeding.

18. Each person who executes this Stipulation by or on behalf of the Parties warrants and represents that such person has been duly authorized and empowered to execute and deliver this Stipulation on behalf of that Party.

**WHEREFORE**, the undersigned have executed this Stipulation on behalf of the Parties hereto.

Dated: June 5, 2024

**DEBTORS**

**SAP MÉXICO S.A. DE C.V.**

/s/ R. Stephen McNeill  
POTTER ANDERSON & CORROON LLP  
Jeremy W. Ryan (No. 4057)  
R. Stephen McNeill (No. 5210)  
Gregory J. Flasser (No. 6154)  
Sameen Rizvi (No. 6902)  
1313 North Market Street, 6th Floor  
Wilmington, Delaware 19801  
Telephone: (302) 984-6000  
Facsimile: (302) 658-1192  
E-mail: jryan@potteranderson.com  
rmcneill@potteranderson.com  
gflasser@potteranderson.com  
srizvi@potteranderson.com

/s/ Donald K. Ludman  
BROWN & CONNERY, LLP  
Donald K. Ludman (DE Bar No. 4015)  
6 North Broad Street, Suite 100  
Woodbury, New Jersey 08096  
Telephone: (856) 812-8900  
Facsimile: (856) 853-9933  
Email: dludman@brownconnery.com

*Counsel to SAP México S.A. de C.V.*

HUGHES HUBBARD & REED LLP  
Kathryn A. Coleman  
Christopher Gartman  
Jeffrey S. Margolin  
Elizabeth A. Beitler  
One Battery Park Plaza  
New York, NY 10004-1482  
Telephone: (212) 837-6000  
Facsimile: (212) 422-4726  
E-mail: katie.coleman@hugheshubbard.com  
chris.gartman@hugheshubbard.com  
jeff.margolin@hugheshubbard.com  
elizabeth.beitler@hugheshubbard.com

*Counsel to the Debtors and Debtors in Possession*

**Schedule A**  
Purchased Licenses

Material	Descripción	Cantidad
7001152	MS SQL Server Enterprise Edition	1
7003012	SAP Professional User	43
7003013	SAP Developer User	1
7003014	SAP Application Ltd. Prof. User	21
7003016	SAP Employee Self-Service User	450
7003233	ERP Component for ERP Package	1
7003655	SAP Solution Manager Enterprise Edition	1
7009560	SAP Productivity Pak by ANCILE	75
7009561	SAP Prod Pak Help Launch Pad by Ancile	75
7018104	MS SQL Server Enterprise Edition	1
ERP_PACK	ASAP ERP Foundation Starter	1
SAP_APPLI	SAP Applications	1