**SAP Extended Payment Supplemental Terms and Conditions**

**("EP SUPPLEMENT")**

This EP Supplement is annexed to, and a part of, the Order Form into which it is incorporated by reference.

## 1. DEFINITIONS

Capitalized terms used herein and not otherwise defined have the meaning given to such terms in the Agreement (as defined in the Order Form). Certain terms are defined in the last section hereof.

## 2. EXTENDED PAYMENTS

In accordance with the terms of the Order Form, SAP agrees that Customer may pay certain amounts due under the Agreement as Extended Payments, each of which are due on the Due Date(s) referred to therein. If Customer fails to pay an Extended Payment in full on or before its Due Date, Customer shall, without prejudice to any other right or remedy available to Payee, pay to Payee an administrative fee on such unpaid Extended Payment, or unpaid amount thereof, at the rate of 12% per annum but not to exceed the maximum legal rate as allowed under applicable law, which shall accrue from the Due Date through the date Payee receives the Extended Payment and such administrative fee in full.

Customer's obligation to pay each Extended Payment in full to the Payee is non-cancellable, absolute and unconditional and shall not be subject to, and Customer shall not and may not assert against Payee, any abatement, set off, claim, counterclaim, deferment, adjustment, reduction, or defense of any kind with respect to any Extended Payment. Payment is not dependent upon completion of any implementation or other services.

## 3. DEFAULT/DEFAULT REMEDIES

### 3.1. Defaults

Each of the following constitutes a material breach and default by Customer under the Agreement: (a) Customer fails to pay in full (i) any Extended Payment within thirty days following its Due Date or (ii) any accrued administrative fee or other amount due from Customer under the Agreement other than Extended Payments within thirty calendar days following the day such amount is due; (b) Customer's license or other right to use any component of the SAP Products under the Agreement is canceled, terminated (except pursuant to a specifically authorized right contained in the Agreement), suspended or materially restricted or limited; or (c) Customer becomes insolvent or makes an arrangement for the benefit of creditors, or a trustee or receiver is appointed for Customer or for a substantial part of its assets, or bankruptcy, reorganization or insolvency proceedings shall be instituted by or against Customer.

### 3.2. Default Remedies

If any material breach or default by Customer under the Agreement exists, Payee shall have, and may exercise at any time, any or all of the following remedies:

a) Payee may declare (as liquidated damages and not a penalty) past due Extended Payment, accrued administrative fee and any other amount then past due under the Agreement to be, and such sums shall thereupon be, immediately due and payable in full without presentment, demand, protest or other notice of any kind;

b) Payee may demand, and immediately upon such demand Customer shall pay to Payee, all reasonable costs and expenses incurred by Payee to collect any amount described in clause (a) above, including reasonable attorneys' fees and expenses;

c) (i) If SAP is the Payee, SAP may terminate or cancel the Agreement as set forth therein and (ii) if an Assignee is the Payee, the Assignee may demand and cause SAP to terminate or cancel the Agreement and all or any part of the SAP Products, including but not limited to any licenses of, subscriptions to, or right to use and/or access, any software or services thereunder, or rights to receive support with respect to that software and/or consulting services in relation to the foregoing (and Customer hereby covenants and agrees that it will hold SAP and Assignee harmless from any such termination or cancelation); and

d) Payee may exercise any other remedy available to it under applicable law or in equity.

Without prejudice to any other right or remedy available to Payee, upon Payee's termination described in clause (c) above, Customer shall: (x) immediately cease using any or all SAP Products related to any past due Extended Payment or other amount, and (y) within 30 calendar days de-install and delete all copies of SAP Products related to any past due Extended Payment or other amount from any computer systems owned or controlled by Customer or used for Customer's benefit, and irretrievably destroy all Documentation in any way related thereto or, upon Payee's request, deliver to SAP all copies of the SAP Products in every form, except to the extent it is required by applicable law to keep it for a longer period in which case such return or destruction shall occur at the end of such period. Payee's rights and remedies hereunder and under the Agreement shall be cumulative and non-exclusive, may be exercised concurrently or successively, shall not be deemed waived due to any failure or delay to exercise such right or remedy and may be specifically enforced. Neither SAP nor Assignee shall be required to license, lease, transfer, or use any SAP Products, or take or not take any other action, in mitigation of any damages resulting from any such material breach and default by Customer under the Agreement.

## 4. ASSIGNMENT

SAP may assign any or all of its EPA Rights to an Assignee without the consent of or notice to Customer. In making any such assignment, SAP (a) will not assign or otherwise delegate, transfer, or convey to, Assignee any obligation to perform any of SAP's duties or obligations under the Agreement and (b) will not amend, modify, or otherwise purport to affect any of SAP's other rights under the Agreement. Customer covenants and agrees that with respect to an assignment by SAP to an Assignee hereunder (i) the Assignee shall have no liability to Customer under the Agreement or otherwise with respect to any SAP Products; (ii) Customer shall have no, and hereby waives any and all, rights to assert, pursue or otherwise make any claim, defense, counterclaim, setoff, or other cause of action against Assignee for any loss or damage under the Agreement or with respect to any SAP Products or for breach of any warranty, express or implied, as to any matter whatsoever, including but not limited to any SAP Products and service performance, functionality, features, merchantability or fitness for a particular purpose, or any indirect, incidental, special, or consequential damages or loss of business, loss of data or loss of profits; (iii) Customer shall timely pay each assigned Extended Payment to Assignee and not in any way at any time assert against Assignee any claim, defense, counterclaim, setoff, or other cause of action that Customer may have against SAP; and (iv) Customer shall solely assert or otherwise pursue against SAP any claim, defense, counterclaim, setoff, or other cause of action under the Agreement or with respect to any SAP Products. So long as no material breach or default under the Agreement has occurred, Payee shall not interfere with Customer's quiet enjoyment or use of any SAP Products under and in accordance with the Agreement.

## 5. DEFINED TERMS

As used herein and in each Order Form that incorporates the terms hereof, each of the following terms have the meaning set forth below:

a) "Assignee" means any person to whom SAP assigns all or any of its EPA Rights;

b) "Due Date" means each respective date an Extended Payment is due;

c) "EPA Rights" means all of the rights and interests of the payee under the Order Form to be paid by Customer the Extended Payments and all rights and remedies relating thereto and the enforcement thereof, whether arising under the Order Form or any other part of the Agreement or at law or in equity;

d) "Payee" means, with respect to the related EPA Rights, SAP or, if an assignment of the EPA Rights has occurred, the respective Assignee; and

e) "SAP Products" means any software, services and consulting provided under the Order Form and Documentation related thereto, together with all support then provided by SAP with respect thereto.