SAP Extended Payment Supplemental
Terms and Conditions
("EP SUPPLEMENT")

These supplemental terms and conditions and any modifications to the Agreement (as defined in the respective Order Form) made herein apply to the terms of each Extended Payment arrangement pursuant to an EPA (as defined below).

1.   DEFINITIONS. Capitalized terms used herein and not otherwise defined have the meaning given to such terms in the Agreement. Certain terms are defined in the last section hereof.

2.   EXTENDED PAYMENTS/ Waiver of objection.   Under the terms of each Extended Payment Addendum entered into by Customer and SAP, with the terms of this EP Supplement incorporated therein (each, an "EPA"), SAP agrees that Customer may pay certain amounts due under the Agreement in installments in accordance with the payment schedule established in the respective EPA (each, an "Extended Payment" and collectively, the "Extended Payments").

If Customer fails to pay an Extended Payment in full on or before its Due Date, regardless of whether Payee has demanded such payment, Customer shall, notwithstanding anything to the contrary in the Agreement and without prejudice to any other right or remedy available to Payee, pay to Payee interest on such unpaid Extended Payment, or unpaid amount thereof, at the applicable statutory interest rate in accordance with the Swiss Code of Obligations, without prejudice to statements to the contrary in the Order Form ("Interest Charge"), from the Due Date through the date Payee receives the Extended Payment and such Interest Charge in full.

Unless provided otherwise in an EPA, each Extended Payment is exclusive of any applicable fees, taxes, or government charges or levies of any nature including any relating to any Software, Support, Services or Consulting governed by, and subject to, the EPA.

Customer's obligations hereunder to pay the Extended Payments in full to the Payee are 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.

Customer waives for himself and his legal successors vis-à-vis the financing bank all present and future, known and unknown objections, defenses and rights of retention and design with respect to the claims assigned to the financing bank, e.g. on account of non-performance or poor performance, set-off, rescission, limitation of actions, unjust enrichment, reduction, withdrawal, termination, damages or subsequent performance. This applies both with regard to rights to which Customer is entitled under the agreements and with regard to present and future counterclaims under other contracts. Customer´s waiver and obligation take effect vis-à-vis the financing bank and its legal successors."

3.   DEFAULT/DEFAULT REMEDIES.
3.1   Defaults**.** Each of the following constitutes a "Default" under an EPA and the Agreement: (a) Customer fails to pay in full (i) any Extended Payment under any EPA within 30 calendar days of its Due Date or (ii) any Interest Charge under the EPA within 30 calendar days of written demand therefor by Payee; (b) any representation or warranty contained herein (as incorporated in the EPA) is incorrect or incomplete when made in any material respect; (c) Customer fails to perform any other obligation in the EPA when due and fails to cure such failure within 30 calendar days of the date of written notice to Customer; (d) Customer's license to use any component of the SAP Products under the relevant Agreement is canceled, terminated (except pursuant to a specifically authorized exchange right contained in the relevant Agreement), suspended or materially restricted or limited; (e) Customer defaults under a material agreement with Assignee, and such default is not cured within the cure period, if any, provided in such agreement; or (f) the financial circumstances of the

customer have been proven to deteriorate significantly and therefore seriously endanger the fulfilment of the Extended Payment;

3.2 <u>Default Remedies</u>. If a Default 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) all or any portion of each then unpaid Extended Payment (whether past due or scheduled to be paid), accrued Interest Charges and other amounts then outstanding under the EPA to be, and such Extended Payments, Interest Charges and other amounts 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 amounts due Payee under the EPA, including reasonable attorneys' fees and expenses;

    (c)   Payee may terminate or cancel the EPA by written notice thereof to Customer;

    (d)   (i) If SAP is the Payee, SAP may terminate the Software Support Agreement as set forth therein and may exercise any other remedy available to it under applicable law or in equity.

Upon Payee's instructions after a Default, Payee's remedies shall be cumulative and non-exclusive, may be exercised concurrently or successively, and may be specifically enforced. Upon a Default, 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 such Default. All obligations of Customer hereunder shall survive any termination of the Agreement. Payee's failure or delay to exercise any right or remedy hereunder shall not operate as a waiver thereof.

4.   **CUSTOMER REPRESENTATIONS AND ADDITIONAL OBLIGATIONS**. (a) As of each EPA Effective Date, Customer hereby represents and warrants to Payee that (i) it is duly organized and validly existing under the laws of the jurisdiction in which it is organized, (ii) it has the right and all necessary authority to enter into the EPA, and (iii) upon execution, the EPA will constitute its legal, valid, and binding obligation, enforceable against it in accordance with its terms. (b) Customer covenants and agrees that (i) it shall not assign or otherwise transfer any of its rights or obligations under the EPA without the prior written consent of Payee (and Customer agrees that a transfer shall include, without limitation, a change in the majority ownership or control of Customer), (ii) it shall deliver to Payee, promptly upon request therefor, such financial information concerning Customer as Payee may reasonably request including, without limitation, complete and accurate copies of Customer's financial statements, and (iii) it shall promptly notify Payee in writing of any circumstances of which it is aware that could reasonably constitute or cause a Default.

5.   **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 all Extended Payments and other amounts payable to Assignee under each EPA, 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 Default has occurred, Payee shall not interfere with Customer's quiet enjoyment or use of any SAP Products under and in accordance with the Agreement.

6.   **DEFINED TERMS**. As used herein and in each EPA 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 pursuant to the EPA;

(c)   "EPA Effective Date" means, with respect to each respective EPA, the effective date of such EPA;

(d)   "EPA Rights" means all of the rights and interests of the payee under the EPA to be paid by Customer the Extended Payments and all rights and remedies relating thereto and the enforcement thereof, whether arising under the EPA or at law or in equity;

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

(f)   "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.

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