SUPPLEMENTAL TERMS AND CONDITIONS
ARIBA CLOUD SERVICES

These supplemental terms and conditions (the "Supplement") are part of an agreement for certain SAP Ariba products and services ("Agreement") between SAP and Customer and apply solely to the SAP Ariba Cloud Services indicated by name below (the "Cloud Service") and not any other SAP product or service.

1.   DEFINITIONS
Capitalized terms not defined in this section, the applicable Attachment(s) or elsewhere in the Agreement are named features of the Cloud Service as described in the Cloud Service's Documentation.

1.1. "Authorized User(s)" may sometimes be referred to as **"Named User(s)"** elsewhere in the Agreement.

1.2. "Site" (abbreviation: STE) means the web page containing the functionality described in the Documentation for the Cloud Service(s) accessible by and configured for and/or by Customer in accordance with the Agreement and the applicable Documentation.

1.3.   "Subscription Period" (also sometimes referred to as a **"Contract Year"**) means each consecutively recurring period of twelve sequential months (unless specified otherwise in the Order Form) during the Subscription Term, with the first such Subscription Period commencing on the initial Subscription Term start date.

1.4. "Supplemental Site" means a separately subscribed webpage for an SAP Cloud Service that is set up in addition to, or in lieu of, the Site associated with such SAP Cloud Service, and configured to be a non-production version of such Site for an additional fee.

2.   AFFILIATES' CUSTOMER DATA
SAP points out that if Customer grants access to a Cloud Service to any of its Affiliates, and has not subscribed to a separate Site for each such Affiliate (for an additional fee), then Customer and such Affiliate(s) may have access to each other's data entered into the single Site shared by Customer and those Affiliate(s). Customer is responsible for fulfilling any necessary consent requirements for Customer and its Affiliates.

3.   CUSTOMER TRADEMARKS
Customer grants to SAP (and SAP's applicable third party providers, if any), the non-exclusive, royalty free, worldwide right to use or display any trademarks, service marks, or other proprietary symbols or designations that Customer provides SAP for the sole purpose of inserting them in Customer's user interface on the web pages utilized or attributed to Customer, and/or as otherwise reasonably required for SAP to provide the Cloud Services to Customer.

4.   DEPLOYMENT SERVICES
Standard Consulting Services for the initial deployment of the Cloud Services (sometimes referred to as "**Deployment Services**") are described in the applicable predefined deployment descriptions made available online by SAP ("**Deployment Description**"), in an exhibit attached to the Order Form, or provided by SAP upon request. SAP's obligation to provide Deployment Services shall continue for the time periods described in the applicable Deployment Descriptions and/or applicable exhibit(s), or, if no time period is stated in the applicable Deployment Description or exhibit, then for the initial Subscription Term.

5.   SUPPLIER TERMS
In order to interact with Customer via the Cloud Services, Customer's suppliers must register and accept the applicable SAP website terms of use and may be required to become enabled on the applicable regional network designated by SAP for routing documents between Customer and suppliers. SAP may charge fees to suppliers for the use of such networks.

6. DATA PROCESSING AGREEMENT CLARIFICATIONS
The parties acknowledge the following terms in relation to the Data Processing Agreement and GTC:

6.1 Sensitive Personal Information. Customer may not submit the following types of information to the SAP Cloud Service or solicit such information from trading partners: (a) information regulated under the International Traffic in Arms Regulations (U.S. government regulations addressing defense-related articles and services); or (b) "Sensitive Personal Information" defined for this purpose as (i) government identification numbers or financial account numbers associated with individual persons (e.g. U.S. Social Security numbers, driver's license numbers, or personal credit card or banking account numbers), (ii) medical records or health care claim information associated with individuals, including claims for payment or reimbursement for any type of medical care for an individual, and (iv) data designated as "Sensitive" or "Special Category" or the like requiring extra protective measures under the applicable Data Protection Law (as defined in the Data Protection Agreement).

6.2 Data Deletion. Customer acknowledges that at the end of the Subscription Term to the SAP Cloud Services, SAP will as a standard practice delete the Customer Data (including Personal Data) remaining on application servers hosting the SAP Cloud Services unless applicable law or the Agreement requires retention, except that Customer Data processed on the Ariba Network may be retained on the Ariba Network subject to SAP's operational policies. Retained data is subject to the confidentiality provisions of the Agreement and the ongoing obligations under the Data Processing Agreement.

6.3 Data Access. During the Subscription Term, Customer can access its Customer Data in the SAP Cloud Services at any time. With each SAP Cloud Service, SAP offers tools to enable Customer to export and retrieve the transaction level Customer Data in a standard format. Specific capabilities for data export vary by SAP Cloud Service. Export and retrieval of such Customer Data may be subject to technical limitations, in which case SAP and Customer will find a reasonable method to allow Customer access to Customer Data.

7. DATA USE AND ANALYSIS AND SECURITY DISCLOSURES (V1.0)

For clarity, this section 7 shall be deemed one of the SAP Policies, as defined in the GTC.

7.1 Use of Customer Data. Customer grants SAP Ariba the right to process Customer Data for the following purposes: (i) to facilitate operation of SAP Ariba Cloud Service and related services; (ii) to enhance Customer use of the SAP Ariba Cloud Service and its related web pages; (iii) to perform internal tracking and service improvement; (iv) to analyze the extent to which Customer uses the SAP Ariba Cloud Service (e.g., the volume and history or Annual Spend for billing purposes); and (v) to process Customer transactions through the SAP Ariba Cloud Service, including sending transaction data to Customer's trading partners as directed by Customer. Some data required for review of Usage Metrics for billing purposes may be transferred from the Sap Ariba Cloud Service to internal SAP billing systems to facilitate accurate billing reports.

7.2 Additional Data Usage for Sourcing. With regard to Ariba Sourcing Professional (and any Cloud Service that included access to and use of Ariba Sourcing Professional), in order to increase a Customer's visibility to potential suppliers, SAP may systematically analyze certain sourcing activity of the Customer in the Ariba Sourcing Professional application and anonymously seek to match the Customer with potential new suppliers or highlight suppliers that may be of interest to the Customer.

7.3 Aggregate Analyses. SAP Ariba may use transaction information relating to use of the SAP Ariba Cloud Services to prepare analyses. The analyses prepared are aggregated and do not contain personal data nor Customer Confidential Information. Examples of analyses include: optimizing systems and technical resources and support, research and development of Cloud and Consulting Services, verification of security and data integrity, internal demand planning, industry and macroeconomic statistics and anonymous benchmarking with other Customers. SAP Ariba may report aggregated and anonymous statistics about use of the SAP Ariba Cloud Service publicly.

7.4 Optional benchmarking and Analytics. SAP Ariba offers optional benchmarking programs to facilitate deeper analysis into spend management practices for companies wishing to participate. SAP Ariba operates the SAP Ariba data analytics and SAP Ariba benchmarking programs according to standards that protect the confidentiality of each customer's information. These programs enable SAP

Ariba to offer reviews with customers demonstrating how that customer uses the SAP Ariba Cloud Services as compared to typical usage of other customers by industry, company size, region or other factors.

7.5 Security Disclosures. SAP is committed to the security and integrity of Customer Data within the SAP Cloud Services. SAP uses industry best-practice security measures to protect against the loss, misuse or alteration of the Customer Data under SAP's control. To prevent unauthorized access, maintain data accuracy, and ensure the correct use of Customer Data, SAP has put in place physical, electronic, and operational procedures to safeguard and secure the information we collect within the SAP Cloud Services, which include the following: (a) multiple level firewalls to segregate and secure network segments based on system roles; (b) encryption of data transmissions over unsecured networks using TLS technology; (c) use of server-side and client-side digital certificates; (d) role-based administrative access policies and procedures; (e) data center co-location facilities using access cards, biometric authentication, and 24-hour surveillance cameras, and guards, to control physical access; (f) comprehensive in-house performance and security monitoring and auditing; (g) intrusion detection and analysis; (h) detailed security policy, processes and procedures; (i) security integration into the SAP Software Development Lifecycle; and (j) security auditing performed on a recurring basis by outside consulting agencies. To provide for the availability of service and information within SAP Cloud Services, SAP has implemented the SAP Service Level Agreement, as set forth in the Order Form. The SAP Technical Overview document for the specific SAP Cloud Service to which Customer is subscribed contains detailed information concerning policies, procedures and architecture and is made available by SAP to Customer upon request.

8. ATTACHMENTS

In addition to all of the foregoing, one or more of the following four (4) Attachments may also apply depending on the particular Cloud Service(s) subscribed to by Customer, as clarified below.

8.1 Attachment 1. If Customer has subscribed to: Ariba Supplier Information and Performance Management, Ariba Collaborative Sourcing, Ariba Collaborative Sourcing Professional, Ariba Sourcing Professional, Ariba Savings and Pipeline Tracking, Ariba Contract Management Professional, Ariba Spend Visibility Professional, and/or Ariba Spot Quote (each, an **"Upstream Service"**); then the terms of Attachment 1 shall also be applicable to such Upstream Service(s).

8.2 Attachment 2. If Customer has subscribed to: Ariba Procurement Content, Ariba Document Automation, Ariba Collaborative Commerce Document Automation, Ariba Collaborative Finance, Ariba Buyer-Funded SMP Fee Program, Ariba Invoice Professional, Ariba Network Tax Invoicing, Ariba Contracts & Services Invoicing, Ariba Open Invoice Conversion Services, Ariba Invoice Conversion Services, Ariba Supplier Enablement, Ariba Advanced Supply Chain Automation, Ariba Procure-to-Pay, Ariba Procure-to-Pay-Without Enablement, Ariba Procure-to-Pay Federated Process Control, Ariba Procure-to-Pay Federated Process Control-Without Enablement, Ariba Procure-to-Order, Ariba Procure-to-Order-Without Enablement, Ariba Procure-to-Order Federated Process Control, and/or Ariba Procure-to-Order Federated Process Control-Without Enablement (each, a **"Downstream Service"**); then the terms of Attachment 2 shall also be applicable such Downstream Service(s).

8.3 Attachment 3. If Customer has subscribed to Ariba Strategic Payables then the terms of Attachment 3 shall also apply.

8.4 Attachment 4. If Customer has subscribed to SAP Supplier InfoNet, then the terms of Attachment 4 shall also apply (SAP Supplier InfoNet is an SAP SE Cloud Service resold by Ariba, Inc., a wholly owned subsidiary of SAP SE).

1. ADDITIONAL DEFINITIONS

1.1 **"Event"** means a specific sourcing project, such as an RFQ, in a particular services or commodity category initiated by Customer for Customer's internal use and benefit generated through the Ariba Spot Quote function. An Event is counted for purposes of Usage Metrics only in the month in which the Event's Start Date occurs, as identified within the SAP Cloud Service.

1.2 **"Project"** (abbreviation: **"PPM"**) means a specific sourcing project in a particular services or commodity category initiated by Customer for Customer's internal use and benefit, and can consist of any one or more related events. Examples of events include:

(a) on-line auction;

(b) sealed bid;

(c) e-negotiation;

(d) a RFQ, RFI, or RFP;

(e) Quick Survey; and

(f) Quick Projects.

A Project is counted for purposes of Usage Metrics only in the month or year (as applicable) in which the Project's Start Date occurs, as identified within the SAP Cloud Service.

1.3 **"Spend"** or **"Spend Data"** (abbreviation: "**SPD**") has different meanings depending upon the specific Cloud Service to which it is applied. For Ariba Spend Visibility Professional "Spend" or "Spend Data" means each twelve month set of accounts payable, travel & expense, and/or purchasing card data from Customer provided to SAP for Data Enrichment processing through the SAP Cloud Service, including transaction data (**"Transaction Data"**) and data identifying Customer suppliers from within Customer's accounts payable system (**"Supplier Records"**) (i.e., the twelve month set of data for the initial Data Enrichment, and/or the aggregated twelve month set of data from either: (i) four quarterly refreshes, or (ii) twelve monthly refreshes).

1.4 **"Team Member"** (abbreviation: **"TM"**) means an Authorized User who is not a User.

1.5 **"User"** (abbreviation: **"USR"**) has different meanings depending upon the specific SAP Cloud Service to which it is applied. For Upstream Services, "User" means an Authorized User who:

(a) is designated in the applicable SAP Cloud Service as an Owner (as defined below) of a Project, Contract Workspace, or Supplier Workspace;

(b) can create a Supplier Organization in the Ariba Supplier Information & Performance Management Cloud Service;

(c) can initiate or manage templates, Projects, Contract Workspaces, and/or Supplier Workspaces;

(d) is included in one of the User Groups indicated in the list below for the applicable SAP Cloud Service; and/or

(e) is included in a Customer-defined Group that has permissions equivalent to the permissions associated with any User Group.

Certain User Groups are common to more than one SAP Cloud Service (**"Common User Groups"**). If Customer subscribes to more than one SAP Cloud Service and, if a person is in any Common User Group, such person shall be counted as a User for each SAP Cloud Service to which the Common User Group applies. As used in this definition, **"Owner"** means, in regard to any Project or Supplier Workspace with any value in the field titled "Project State," or any active Contract Workspace, the individual: (i) listed as "Owner" on the tab titled "Overview", (ii) included in the list of individuals under the group titled "Project Owner" on the team tab, or (iii) included in a Project Group (as an individual or as a member of another group) where such Project Group is assigned the role of "Project Owner". **"Contract Workspace"** includes any Sales Contract Workspace, Internal Contract Workspace, or Procurement Contract Workspace, but does not include any Sales Contract Request or Procurement Contract Request.

Ariba Sourcing Professional; Ariba Savings and Pipeline Tracking; Ariba Collaborative Sourcing; Ariba Collaborative Sourcing Professional	Ariba Contract Management Professional; Ariba Collaborative Sourcing; Ariba Collaborative Sourcing Professional	Ariba Supplier Information and Performance Management; Ariba Collaborative Sourcing; Ariba Collaborative Sourcing Professional
Commodity Manager Customer Administrator Event Administrator Junior Sourcing Agent Project Administrator Project Mass Edit Administrator Sourcing Agent Sourcing Approver	Contract Administrator Contract Agent Contract Manager Customer Administrator Internal Contract Administrator Internal Contract Agent Internal Contract Manager Project Administrator Project Mass Edit Administrator Sales Contract Administrator Sales Contract Agent Sales Contract Manager Procurement Manager Procurement Agent	Customer Administrator Project Administrator Project Mass Edit Administrator SPM Agent Supplier/Customer Agent Supplier/Customer Manager

2. ARIBA SPOT QUOTE

Ariba Spot Quote includes limited access to the Ariba Network, the Ariba Sourcing Professional, the Ariba Collaborative Sourcing, and the Ariba Discovery Cloud Services. If Customer has subscribed to Ariba Spot Quote, then Customer's access to and use of those SAP Cloud Services is limited to only such access and use necessary to fully utilize Ariba Spot Quote features and functionality, as described in the Ariba Spot Quote Documentation, unless Customer has separately subscribed to those other SAP Cloud Services. Further, by entering into an Order Form for a subscription to Ariba Spot Quote, Customer must adhere to the Ariba Discovery Terms of Use in regards to features and functions of Ariba Spot Quote that are performed on the Ariba Discovery site, and the Ariba Discovery Terms of Use shall take precedence over any confliction terms in the Order Form in regards to the Ariba Discovery site. SAP will provide the Ariba Discovery Terms of Use upon request.

3. ARIBA SPEND VISIBILITY PROFESSIONAL

3.1 Spend Data. Spend Data shall be deemed included in the definition of Customer Data and subject to all the terms governing Customer Data in the Agreement, provided that, in the event of conflict between the terms of this Supplement and any other term of the Agreement, the terms of this Supplement shall control. Spend Data will be provided in the industry-standard format specified by SAP. Supplier Records will be provided with the data fields identified by SAP (for sole proprietors, Customer may not provide any personal social security numbers and will submit federal tax "Employer Identification Numbers" instead). Further, SAP may supplement SAP's own list of suppliers used in the Data Enrichment process with the business identifier information (e.g. name, street address, city, state/province, zip/postal code, country, phone number, fax number, web site) from Supplier Records provided by Customer.

3.2 Data License.

(a) All information provided to Customer by SAP (excluding the information Customer provides to SAP, which SAP later returns to Customer) (**"Database Information"**) is provided for Customer's internal commercial (non-consumer related) use only and may not be provided to third parties (excluding Contractors and authorized Affiliates). Customer will not use the

Database Information as a factor in establishing an individual's eligibility for (i) credit or insurance to be used primarily for personal, family or household purposes; or (ii) employment.

(b) For purposes of this Supplement, **"Contractor(s)"** shall mean a third party that may access the Database Information on Customer's behalf and within a Customer-controlled environment, provided that such contractors use the Database Information in accordance with this Agreement. Customer is liable for any use or disclosure by any Contractor of Database Information which if done by Customer itself would be a breach of this Agreement. Customer may not resell or relicense the Database Information. All Database Information provided to Customer is proprietary information of SAP or its third party information providers (**"Providers"**). The Database Information is provided, "as is" without warranty of any kind, including but not limited to warranties as to the accuracy, completeness or timeliness of the Database Information, and SAP advises Customer to independently verify such Database Information. SAP and its Providers shall not be liable for any loss arising out of or in any way relating to the Database Information. SAP's Providers are third party beneficiaries of these terms. SAP and its Providers (i) shall not be liable to Customer for any loss or injury arising out of or in any way relating to the Database Information and (ii) will not be liable for consequential, incidental, special, punitive or other indirect damages.

3.3 **Data Enrichment.** Data enrichment will consist of an initial enrichment of up to twelve months of Customer's historic Spend Data followed by quarterly enrichment cycles of three months of current Spend Data (or, if Customer has subscribed to monthly refreshes, monthly enrichment cycles of one month of current Spend Data) each for the remainder of the Subscription Term, with the last enrichment cycle beginning no less than two (2) months prior to end of the Subscription Term (or one month for monthly refreshes) (**"Data Enrichment"**). Data Enrichment cycles will only be initiated once all properly formatted files scheduled for Data Enrichment are received by SAP and spend totals validated by Customer. Customer may choose to utilize less frequent refreshes if desired, but fees shall remain unchanged. Data Enrichment will yield the results listed below. In the event any of the results listed below, are not achieved, Customer's sole and exclusive remedy, and SAP's sole responsibility, will be for SAP to re-perform the deficient portion of the Data Enrichment and extend the Subscription Term for Ariba Spend Visibility Professional by the number of days required for Ariba to correct such deficiency.

(a) Ariba Commodity and Supplier engine processing on 100% of provided Spend Data.

(b) Commodity classifications: (i) Classification of a minimum of 90% of total Customer spend to UNSPSC, the Ariba Classification Taxonomy, and / or one custom taxonomy (maximum of six (6) levels) designated by Customer. Minimum spend classified only applies to a custom taxonomy if all spend can be mapped to that taxonomy; (ii) 95% accuracy of SAP classifications when supported by data (Very High confidence); (iii) 90% accuracy of classifications when data does not support 95% accuracy (High confidence); and (iii) Accuracy defined as a correct classification at the lowest level of taxonomy supported by data.

(c) Supplier Data Enrichment: (i) Supplier data enrichment of a minimum of 90% of supplier "parents" by spend including all "children" of those suppliers included within Spend Data; (ii) 95% accuracy of parentage for Supplier Records with name and address information (minimum of country and city) available; and (iii) 90% accuracy of parentage for Supplier Records when no country or city information provided.

Attachment 2
Downstream Service Terms

1. **ADDITIONAL DEFINITIONS**

1.1 **"Child Site"** means an area within the SAP Cloud Service accessible by Customer where all of the actual procurement transactions occur (requisitions, orders, invoicing, receiving, etc.). It is configured to support one of the SAP-supported enterprise resource planning (**"ERP"**) systems. For purposes of certain Procurement Packages the term *"Sites"* means Parent Sites and Child Sites collectively.

1.2 **"Customer Supplier"** means a supplier from which Customer purchases goods or services for its own account, where Documents related to those purchases are routed through the Ariba Network as to such supplier's relationship with Customer; provided that any such supplier shall only be considered a Customer Supplier for so long as it remains in "Good Standing" on the Ariba Network (meaning that it has registered on the Ariba Network, completed its Ariba Network profile, and accepted terms of use for Ariba Network) and agrees to participate as a Customer Supplier.

1.3 **"Document(s)"** (abbreviation: **"DOC"**) means any one or more of the following types of documents (each, a **"Doc Type"**):

(a) any electronic document transmitted or received by or through the Ariba Network (excluding any electronic documents originating from any Fieldglass, Inc. Cloud Service or the Spot Buy Feature), which (i) is an invoice (**"Invoice"**), (ii) is a purchase order (**"Purchase Order"**), (iii) requests, or indicates an intention to request, delivery of all or part of the total quantity of materials previously contracted for by Customer under an existing scheduling agreement (**"Scheduling Agreement Release"** or **"SAR"**), (iv) is a notice of services delivered to Customer (**"Service Sheet"**), (v) indicates a planned demand by Customer, or demand commitments by Customer's supplier, in advance of firmed demand transmitted through Purchase Orders (**"Forecast"**); or (vi) is exchanged by and between Customer and Customer Supplier (**"Buyer Funded Doc"**)

(b) any invoice, credit memo, and/or debit memo received by SAP (**"Memo"**)

(c) any Invoice, Purchase Order, Service Sheet, and/or SARs exchanged by and between Customer and any supplier enabled on the Ariba Network by SAP pursuant to Customer's subscription to Supplier Enablement (when subscribed as a standalone SAP Cloud Service or as part of Ariba Network Membership) (**"SE Doc"**);

The applicable Doc Type(s) for each SAP Cloud Services are identified in the table below. Certain Doc Types are common to more than one SAP Cloud Service (**"Common Doc Type"**). If Customer subscribes to more than one SAP Cloud Service and, if a Doc Type is a Common Doc Type, a single Document shall be counted as a Document for each SAP Cloud Service to which the Common Doc Type applies.

DOC TYPES FOR SAP CLOUD SERVICES

Ariba Document Automation	Ariba Collaborative Finance	Ariba Collaborative Commerce Document Automation	Ariba Advanced Supply Chain Automation	Ariba Contracts & Services Invoicing
Invoices^ Purchase Orders Service Sheets SARs*	Invoices^ Purchase Orders Service Sheets SARs*	Invoices^ Purchase Orders Service Sheets SARs*	Purchase Orders SARs Forecast	Invoices^ Purchase Orders Service Sheets

Ariba Procure-to-Order ("P2O")	Ariba Procure-to-Order Federated Process Control ("P2O FPC")	Ariba Procure-to-Pay ("P2P")	Ariba Procure-to-Pay Federated Process Control ("P2P FPC")	Ariba Invoice Professional
Purchase Orders	Purchase Orders	Invoices^ Purchase Orders	Invoices^ Purchase Orders	Invoices^
Ariba Invoice Conversion Services ("ICS")	**Ariba Open Invoice Conversion Services ("Open ICS")**	**Ariba Supplier Enablement**	**Ariba Buyer-Funded SMP Fee Program**	**Ariba Network Tax Invoicing**
Memos	Memos	SE Docs	Buyer Funded Doc	Invoices^

^SAP Cloud Services that provide invoicing functions may not provide functionality for tax invoices in all countries. SAP makes no representation that Invoices will be tax compliant or compliant with regional e-invoicing requirements.

*a coterminous subscription to Ariba Advanced Supply Chain Automation is required in order to access and utilize the SAR Doc Type with this SAP Cloud Service.

1.4 **"Parent Site"** is an area within the SAP Cloud Service accessible by Customer that functions as a control center to define enterprise-wide procurement policies (i.e. approval rules, system parameters, customizations), manage catalog content, and consolidate master data that is shared across Customer's enterprise. The Parent Site publishes these policy, content, and data components which are ultimately consumed by Child Sites, if any, that subscribe to the information being published. For purposes of certain Procurement Packages the term "Sites" means Parent Sites and Child Sites collectively.

1.5 **"NTS Fee"** (also called the Network Transaction Service fee or **"SMP Fee"**) means the per-transaction fee SAP charges some suppliers relating to invoices a supplier routes over the Ariba Network as to its transactions with a buyer (excluding any taxes paid by such suppliers, any refunds SAP pays to such suppliers relating to such fees, and any applicable supplier fees relating to Ariba Discovery).

1.6 **"SL Fee"** means an annual subscription fee charged to a supplier for certain packages of Ariba Network capabilities (excluding any taxes paid by such suppliers, any refunds SAP pays to such suppliers relating to such fees, and any applicable supplier fees relating to Ariba Discovery).

1.7 **"Spend"** (abbreviation: **"SPD"**) has different meanings depending upon the specific SAP Cloud Service to which it is applied:

(a) For P2P, P2PWithout Enablement, P2P FPC, and P2P FPC-Without Enablement: the total monetary amount of transactions processed by Customer through the Cloud Service in the applicable Subscription Period calculated by adding the total monetary amount: (i) of invoices as calculated based upon the **"Ok-to-Pay"** message protocol generated after an invoice is reconciled in the Cloud Service; (ii) captured in the Cloud Service's **"Total Amount Accepted"** field for all no-release contracts with only receiving (i.e., contracts for which no invoices are generated); (iii) of purchase orders for purchases made via purchase cards; (iv) of any purchase orders that are not included in, or created against an invoice described in, any of the foregoing categories; and, (v) of purchases (if any) made via the Spot Buy Feature; provided that such total would exclude the monetary amount of any Invoices received from the Ariba Document Automation Cloud Service or Ariba Collaborative Commerce Document Automation Cloud Service and any amounts from transactions originating from any Fieldglass, Inc. cloud service. Customer must enter all monetary amounts associated with each such transaction in the applicable field designed to capture such monetary amount;

(b) For P2O, P2O-Without Enablement, P2O FPC, and P2O FPC-Without Enablement: the total monetary amount of: (i) purchase orders created, and the receipts imported or entered, against no-release contracts in the SAP Cloud Service by Customer in the applicable Subscription Period; and (ii) purchases (if any) made via the Spot Buy Feature in the applicable Subscription Period. Customer must enter all monetary amounts associated with each such transaction in the applicable field designed to capture such monetary amount;

(c) For Ariba Procurement Content and Ariba Collaborative Commerce: the total monetary amount of Customer's transactions in the applicable Subscription Period captured through the Ariba Procurement Content Cloud Service's "submitted shopping cart" message protocol. Customer must enter all monetary amounts associated with each such transaction in the applicable field designed to capture such monetary amount; and

(d) For Ariba Advanced Supply Chain Automation: the total monetary amount of transactions processed by Customer through the Cloud Service in the applicable Subscription Period calculated by adding the total monetary amount of any Purchase Orders, SARs and/or Forecasts transmitted or received by or through the Ariba Network using the Ariba Document Automation Service or Ariba Collaborative Commerce Document Automation Service and Advanced Supply Chain Automation. Customer must enter all monetary amounts associated with each such transaction in the applicable field designed to capture such monetary amount.

2. **ARIBA PROCUREMENT PACKAGES**

2.1 **Ariba Network Access.** The SAP Cloud Services known as Ariba Procure-to-Pay, Ariba Procure-to-Pay-Without Enablement, Ariba Procure-to-Pay Federated Process Control, Ariba Procure-to-Pay Federated Process Control-Without Enablement, Ariba Procure-to-Order, Ariba Procure-to-Order-Without Enablement, Ariba Procure-to-Order Federated Process Control, and Ariba Procure-to-Order Federated Process Control-Without Enablement (each a **"Procurement Package"**) include an established connection to the Ariba Network. The ability to transact Documents over the Ariba Network via any given Procurement Package requires, as a prerequisite, an active, paid and co-terminus subscription to Ariba Document Automation or Ariba Collaborative Commerce Document Automation. For clarity, the number of Documents transacted over the Ariba Network in any given Subscription Period via a Procurement Package, shall count against Customer's Usage Metric for Ariba Document Automation or Ariba Collaborative Commerce Document Automation.

2.2 **Ariba Spot Buy.** Ariba Spot Buy is an optional feature available to Customer within certain Procurement Packages for use by Customer in conjunction with Customer's subscription to such Procurement Package(s), at no additional fee (the **"Spot Buy Feature"**). Customer may use the Spot Buy Feature to transact with various suppliers in the Ariba Spot Buy Program, provided by SAP at no additional charge, as further described in the program materials made available at https://connect.ariba.com/AribaSpotBuy (the **"Program Site"**). If Customer elects to utilize the

Spot Buy Feature, Customer agrees to participate in the Ariba Spot Buy Program in accordance with the terms of the Program Site.

3. ARIBA ADVANCED SUPPLY CHAIN AUTOMATION

Ariba Advanced Supply Chain Automation is designed to provide add-on features and functionalities that supplement and leverage the technology features of Ariba Document Automation and/or Ariba Collaborative Commerce Document Automation (as further described in the Documentation) and accordingly, requires an active, paid, and coterminous subscription to Ariba Document Automation and/or Ariba Collaborative Commerce Document Automation. Notwithstanding anything to the contrary in this Supplement, Advanced Supply Chain Automation includes transaction capabilities for an unlimited number of Documents originating from such Cloud Service during the Subscription Term.

4. ARIBA DOCUMENT AUTOMATION/ARIBA COLLABORATIVE COMMERCE DOCUMENT AUTOMATION

4.1 Usage Metric. During each Subscription Period of the Subscription Term, Customer may transact up to the number of Documents set forth under "Usage Metrics" in the Order Form over the Ariba Network using Ariba Document Automation or Ariba Collaborative Commerce Document Automation, and any other SAP Cloud Service to which Customer has separately subscribed to that includes a connection to the Ariba Network (other than Advanced Supply Chain Automation). For clarity, the number of Documents stated as the Usage Metric for Ariba Document Automation or Ariba Collaborative Commerce Document Automation is a cumulative number applicable to all Documents (excluding any SARs and/or Forecasts processed through the Advanced Supply Chain Automation Cloud Service, if any) transacted by Customer over the Ariba Network using any SAP Cloud Service (other than Advanced Supply Chain Automation) during each Subscription Period of the applicable Subscription Term. For clarity and avoidance of doubt, the SAP Cloud Service known as Advanced Supply Chain Automation include transaction for an unlimited number of Documents originated by such Cloud Service during the Subscription Term.

4.2 Ariba e-Archiving.

(a) Ariba e-Archiving is an optional feature within Ariba Document Automation available for use at no additional fee (except as expressly stated otherwise below) that allows for the archiving of Invoices originating from any one of the supported countries listed in the Documentation (as updated by SAP from time to time) (each a "**Supported Country**") during the specified retention period for such Supported Country ("**Mandatory Retention Period**"). SAP makes no representation that Invoices archived via the e-archiving feature of Ariba Document Automation will be compliant with all regional requirements (including any exceptions thereto) applicable to the electronic archiving of Invoices in a Supported Country. Customer is solely responsible for determining the suitability of the e-Archiving feature for Customer's business and complying with any regulations, laws, or conventions applicable to the archiving of Invoices and Customer's use of the feature.

(b) If Customer elects to utilize the optional e-Archiving feature, Customer agrees that, by default, any Invoice received by Customer from a Supported Country during the Subscription Term will be archived for the duration of the applicable Mandatory Retention Period (unless explicitly stated otherwise). Prior to the expiration or earlier termination of Customer's subscription to Ariba Document Automation, and within the applicable Mandatory Retention Period, Customer may: (i) retrieve it's archived Invoice data using the then-current functionality of the Cloud Service; (ii) request from SAP a copy of its archived Invoice data on separate storage media (e. g. DVD), subject to an additional fee based upon SAP's then-current rates and the nature and volume of the data to be extracted; or (iii) request, in writing, that all of its archived Invoice data (or a specifically defined subset thereof), be permanently deleted by SAP from the archive production system. The return or deletion of any archived Invoice data by SAP in accordance with the foregoing subsections (ii) and/or (iii), shall discharge SAP from its obligation to retain such data until the end of the Mandatory Retention Period. Customer's archived Invoices will be

permanently deleted after the expiration or termination of the Subscription Term (and in any event at the end of the Mandatory Retention Period) without prior notice and cannot thereafter be restored by SAP or its third party service providers. For clarity and avoidance of doubt, in no event will any archived Invoices be available to Customer beyond the date of expiration or termination of the Subscription Term.

5. ARIBA-BUYER FUNDED SMP FEE PROGRAM

During the Subscription Term, SAP shall not charge any NTS Fees or SL Fees to Customer Suppliers arising from transactions between Customer and Customer Suppliers, provided that Customer remains current on all outstanding invoices owed to SAP; and the number of Documents transacted between Customer and Customer Supplier(s) does not exceed the Usage Metric limit set forth in the Order Form.

5.1 Governing Contractual Terms. All regular terms apply to Ariba Network usage by Customer Suppliers. Customer's subscription to the Ariba-Buyer Funded SMP Fee Program does not:

(a) create any contractual relationship between SAP and Customer Supplier(s); or

(b) create any contractual relationship between Customer and SAP in regard to any transactions in which Customer might engage on or through the Ariba Network in Customer's role as a supplier.

5.2 Regulated Entities. Certain governmental, public and/or regulated entities (each, a **"Regulated Entity"**) may be subject to laws and regulations that prohibit requiring their trading partners to pay a transactional fee to a third party in order to be able to transact with such a Regulated Entity. If Customer is a Regulated Entity, it shall only be permitted to transact over the Ariba Network with Customer Suppliers via the Ariba-Buyer Funded SMP Fee Program, as set forth herein. If Customer is not a Regulated Entity, it shall notify SAP in advance of its desire to have a particular Customer Suppler participate in the Ariba-Buyer Funded SMP Fee Program and any other Customer Suppliers will be charged NTS Fees and SL Fees as each accrues in due course. Customer is solely responsible for determining its status as a Regulated Entity and the suitability of the Cloud Service for Customer's business, and complying with any regulations, laws, or conventions applicable to Customer and Customer's use of any SAP Cloud Service.

5.3 Confidentiality. If Customer discloses the terms of this financial arrangement to any third party (excluding the impacted Customer Suppliers participating), SAP may, in its sole discretion, terminate Customer's subscription to the Ariba-Buyer Funded SMP Fee Program (**"Early Cancellation"**). SAP's sole responsibility in the event of an Early Cancellation shall be a refund of any pre-paid, unused fees attributable to the Ariba-Buyer Funded SMP Fee Program attributable to the period after the effective date of the Early Cancellation.

Attachment 3
Ariba Strategic Payables Terms

The product-specific terms and conditions for Ariba Strategic Payables are located in the supplemental terms and conditions for Ariba Strategic Payables (the "**Payables Supplement**"), and are incorporated by reference herein. The Payables Supplement, and any modifications to the Agreement made therein, apply solely to Ariba Strategic Payables and not to any other SAP Cloud Service. In the event of a conflict between the terms of this Supplement and the Payables Supplement, the Payables Supplement shall prevail for purposes of that SAP Cloud Service.

Attachment 4
SAP Supplier InfoNet Terms

1.   ADDITIONAL DEFINITIONS

1.1   "**Customer Content**" means certain business information (including transaction data) concerning Customer, its suppliers and/or sub tier suppliers that is delivered by Customer to SAP upon commencement of the Subscription Term via magnetic tape, cartridge, secured and encrypted flat file FTP, or other means mutually agreed upon in writing (such as, for example, Data Connections).

1.2   "**Data Connection**" means a data extraction connection with Customer's database(s) or system(s) that allow specified Customer Content to be automatically transferred to SAP

1.3   "**Spend**" or "**Spend Data**" (abbreviation: "SPD") has different meanings depending upon the specific Cloud Service to which it is applied. For SAP Supplier InfoNet, "Spend" or "Spend Data" means the total monetary amount of transactions between Customer and its suppliers (including accounts payable, travel and expense, purchasing card data etc.) that is delivered to SAP as part of the Customer Content in each Subscription Period.

1.4   "**User**" has different meanings depending upon the specific SAP Cloud Service to which it is applied. For SAP Supplier InfoNet, "User" means an Authorized User that is authorized by Customer to access and/or use SAP Supplier InfoNet.

2.   CURRENT PLATFORM. SAP Supplier InfoNet is currently hosted on systems operated by SAP SE or its Affiliate, and accordingly, support for SAP Supplier InfoNet shall be provided, and Customer Data shall be used and managed, in compliance with the operational guidelines and policies used by SAP SE in the operation of such systems.

3.   MIGRATION. Ariba Inc. and/or SAP SE may, at either's sole option at any time during the Subscription Term, and at no additional charge to Customer, migrate SAP Supplier InfoNet (including Customer's data, access and usage thereof) from SAP SE hosted systems to Ariba, Inc. hosted systems. Immediately upon such migration, the operational guidelines, policies, and support terms applicable to Ariba-hosted systems shall take effect and shall supersede any conflicting language in the Agreement.

4.   DATA CONNECTIONS. Customer must ensure that it has the right to grant SAP access to its system(s) via its Data Connection(s) and that SAP's data extraction from Customer's system(s) via Data Connection(s) does not breach or conflict with any third party rights, intellectual property rights of any third party, or confidentiality terms between Customer and any Extract-Transform-Load tools/connections provider.

5.   CUSTOMER CONTENT. Customer Content, and all of Customer's intellectual property rights embodied therein, remains the sole and exclusive property of Customer, subject to any rights expressly granted to SAP herein. Any reference to "Customer Data" in the Agreement shall be deemed to include Customer Content, as defined herein, for purposes of this Cloud Service, provided that, in the event of conflict between the terms of this Attachment 4 and any other term of the Agreement, the terms of this Attachment 4 shall control. SAP may aggregate Customer Content with other content from other SAP customers in order to create high level statistical reports related to InfoNet so long as at least four SAP customers (including Customer) have contributed to such report, and no individual customer contribution constitutes more than 50% of such report.

6.   GRANT OF LICENSE. Customer grants to SAP, SAP SE, and SAP SE Affiliates a non-exclusive, perpetual, fully paid up, irrevocable, worldwide, royalty-free license, under all of Customer's relevant intellectual property rights, to (i) use, reproduce, display, distribute, perform, disclose, and create derivative works of Customer Content to create Ariba/SAP Aggregated Content, and (ii) to commercially use, reproduce, display, distribute, perform, disclose, create derivative works of, make, have made, sell, offer to sell, or otherwise dispose of the SAP Aggregated Content (defined below) containing Customer

Content in any manner and via any media SAP chooses, without reference to the source (including the right to sublicense any of the foregoing).

7. DATA ENRICHMENT.

SAP will use Customer Content in combination with SAP's pre-existing customer/partner/vendor/third-party content (including, but not limited to, customer survey responses, customer performance measures and/or publicly sourced information) (collectively, "**SAP Content**") in order to create aggregated content ("**SAP Aggregated Content**"). Customer Content will subsequently be enriched by SAP via mapping to SAP Aggregated Content using SAP's proprietary software, applications, business models and information matching, cleansing and harmonization tools. SAP will not distribute the Customer Content in its unmodified form. Unless required by law or approved by Customer, SAP will not identify Customer as the provider of the Customer Content. Any reference to "Cloud Materials" or "SAP Materials" in the Agreement shall be deemed to include SAP Aggregated Content as defined herein for purposes of this Cloud Service, provided that, in the event of conflict between the terms of this Attachment 4 and any other term of the Agreement, the terms of this Attachment 4 shall control.

8. DATA LICENSE

All information provided to Customer by SAP (excluding the information Customer provides to SAP, which SAP later returns to Customer) (**"Database Information"**) is provided for Customer's internal commercial (non-consumer related) use only and may not be provided to third parties (excluding Contractors and authorized Affiliates). Customer will not use the Database Information as a factor in establishing an individual's eligibility for (i) credit or insurance to be used primarily for personal, family or household purposes; or (ii) employment. For purposes of this Supplement, **"Contractor(s)"** shall mean a third party that may access the Database Information on Customer's behalf and within a Customer-controlled environment, provided that such contractors use the Database Information in accordance with this Agreement. Customer is liable for any use or disclosure by any Contractor of Database Information which if done by Customer itself would be a breach of this Agreement. Customer may not resell or relicense the Database Information. All Database Information provided to Customer is proprietary information of SAP or its third party information providers (**"Providers"**). The Database Information is provided, "as is" without warranty of any kind, including but not limited to warranties as to the accuracy, completeness or timeliness of the Database Information, and SAP advises Customer to independently verify such Database Information. SAP and its Providers shall not be liable for any loss arising out of or in any way relating to the Database Information. SAP's Providers are third party beneficiaries of these terms. SAP and its Providers (i) shall not be liable to Customer for any loss or injury arising out of or in any way relating to the Database Information and (ii) will not be liable for consequential, incidental, special, punitive or other indirect damages.

9. DISCLAIMERS

9.1 This Cloud Service may supply alerts to Customer regarding actions affecting supplier fulfillment capabilities, including debarment status. Customer acknowledges that these alerts are for informational purposes only, and Customer should not rely on these alerts to fulfill any compliance or other obligations.

9.2 Certain content used in the Cloud Service was obtained from Data.gov. Data.gov and the United States Federal Government cannot vouch for the data or analyses derived from these data after the data have been retrieved from Data.gov

9.3 Customer may not be able to access through the Cloud Service certain Customer Content in the form originally supplied by Customer.