PROFESSIONAL SERVICES SCHEDULE

This Schedule is a supplement to the General Terms and Conditions for Cloud Services ("**GTC**") which applies solely to Professional Services and not to any other SAP product or service.

Capitalized terms in this Schedule but not defined have the meaning defined in the GTC.

1. DEFINITIONS

1.1. "**Consultants**" means employees and third-party contractors which SAP utilizes to provide Professional Services to Customer.

1.2. "**Deliverables**" means those specific Work Products which are explicitly identified as a "Deliverable" in the applicable Scope Document.

1.3. "**Scope Document**" means the document published at https://www.sap.com/about/trust-center/agreements/services/scope-documents.html?sort=latest_desc and which describes the Professional Services to be provided.

1.4. "**Work Product**" means any work product or tangible results produced by or with SAP, including works created for or in cooperation with Customer.

2. PROVISION OF PROFESSIONAL SERVICES

2.1. Performance

2.1.1. In addition to the Cloud Services described in the Order Form, SAP shall provide distinct Professional Services as listed in the Order Form. SAP will provide the Professional Services in accordance with the Scope Document, this Schedule and the GTC.

2.1.2. If any Professional Service, in whole or in part, cannot be provided by SAP due to a Customer issue and Customer fails to provide SAP with reasonable advance notice, the time spent by Consultants on such Professional Service will be charged to Customer.

2.2. Service Location

Unless otherwise identified for a particular Service, the Customer office location identified in an Order Form will be considered the location of Customer's receipt of Services provided hereunder. Customer understands that the calculation of Taxes may be affected by this receipt of Service Location.

2.3. Subcontracting

Section 13.7 of the GTC (Subcontracting) applies to the provision of Professional Services.

2.4. Legal and regulatory matters

SAP will not provide any advisory services regarding any Customer's compliance with tax, legal, or other regulatory matters. SAP Services will be limited to technical assistance based on requirements as specified by Customer. Customer is solely responsible for determining and validating its compliance with tax, legal and other regulatory matters.

2.5. Time not of essence

All dates with respect to performance of the Professional Services are estimated and time shall not be deemed of the essence.

3. CUSTOMER RESPONSIBILITIES

3.1. Access, System Security and Data Safeguards

3.1.1. Customer will make the necessary arrangements to allow SAP to perform the Professional Services, including the availability of consistent, stable and fast remote connectivity and the necessary authorizations for remote access to Customer's systems.

3.1.2. When SAP is given access to Customer's systems and data, SAP shall comply with Customer's reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. In connection with such access, Customer shall be responsible for providing Consultants with user authorizations and passwords to access its systems and revoking such authorizations and terminating such access, as Customer deems appropriate from time to time. Customer shall not grant SAP access to

Customer systems or personal information (of Customer or any third party) unless such access is essential for the performance of the Professional Services. Customer shall not store any personal data in non-production environments. No breach of this provision shall be deemed to have occurred in the event of SAP's non-conformance with the aforementioned safeguard but where no personal information has been compromised.

3.2. Customer Cooperation

3.2.1. Customer shall provide and make available all Customer personnel that SAP reasonably requires in connection with performance of the Professional Services and as may be further addressed in a Scope Document.

3.2.2. Customer shall appoint a contact person with the authority to make decisions and to supply SAP with any necessary or relevant information expeditiously.

3.3. Use Rights Prerequisites

Customer shall ensure to have all necessary use rights for the Cloud Service as well as any relevant third party license or use rights required to perform the Professional Services.

4. FEES AND TAXES

4.1. The fees for the Professional Services as specified in the Scope Document are at the fixed price as defined in the Order Form.

4.2. Customer must pay the Professional Services fees in accordance with the Section "Fees and Taxes" of the GTC.

5. TERM AND TERMINATION

5.1. For subscription-based Professional Services, the Subscription Term (or remainder thereof) set forth in the Order Form applies to the delivery of the Professional Services. Subscription-based Professional Services shall be co-terminus with the respective Cloud Services. For non subscription-based Professional Services, the delivery schedule and term are set forth in the Scope Document.

5.2. Termination of the Professional Services

Section 6.2 of the GTC (Termination for material breach) applies.

5.3. Effect of termination

5.3.1. Upon the effective date of termination of the Professional Services, Customer shall be liable for payment of all costs, fees and expenses up to the effective date of termination for:

(a) any completed, partially completed or scheduled Services from any phase or milestone;

(b) any reasonable committed costs or expenses

5.3.2. Upon the effective date of termination of the Professional Services, Section 11.4 of the GTC regarding destruction and return of Confidential Information applies.

5.4. Survival

Sections 1, 4, 5.3, 5.4.,8 and 9 of this Schedule survive the expiry or termination of the Agreement.

6. USAGE RIGHTS AND RESTRICTIONS

6.1. Section 2.1 of the GTC (Grant of Rights) applies to all Deliverables and Work Products provided to Customer by SAP.

6.2. Customer may allow its third party service providers to access the Deliverables, Work Product and Professional Services of SAP solely to the extent such third party service providers require such access in the course of providing services to Customer. Customer is responsible for breaches of the Agreement caused by its third party service providers.

7. PROFESSIONAL SERVICES WARRANTY

7.1. Good industry practices

7.1.1. SAP warrants that:

(a) its Professional Services will be performed in a professional workman-like manner by Consultants with the skills reasonably required for the Professional Services; and

(b) for 90 days following provision of the Professional Service or Deliverable, the Deliverables will materially conform with the applicable specifications for that Professional Service or Deliverable. For clarity, the warranty period for Deliverables (if any) resulting from any subscription based Professional Services will in no event exceed the termination date of the subscription based Professional Services.

7.1.2. SAP does not warrant error-free or uninterrupted operation of any Professional Service or Deliverable or that SAP will correct all non-conformities.

7.2. Notification

Customer shall notify SAP within 90 days of provision of the Professional Service or Deliverable in writing of the alleged warranty breach and provide SAP with a precise description of the problem and all relevant information reasonably necessary for SAP in order to rectify such warranty breach.

7.3. Remedy

Provided Customer has notified SAP in accordance with Section 7.2 of a warranty breach and SAP validates the existence of such warranty breach, SAP will, at its option:

(a) re-perform the applicable Professional Service or Deliverable; or

(b) refund the fee paid for the specific non-conforming Professional Service or Deliverable.

This is Customer's sole and exclusive remedy for a warranty breach.

7.4. Exclusions

This warranty shall not apply:

(a) if the Deliverables are not used in accordance with any applicable documentation provided; or

(b) if the alleged warranty breach is caused by a modification to the Deliverable, Customer or third party software.

8. THIRD PARTY CLAIMS

8.1. Claims brought against Customer

8.1.1. SAP will defend Customer against claims brought against Customer and its Affiliates by any third-party alleging that Customer’s and its Affiliates' use of the Deliverables infringes or misappropriates a patent claim, copyright or trade secret right. SAP will indemnify Customer against all damages finally awarded against Customer (or the amount of any settlement SAP enters into) with respect to these claims.

8.1.2. SAP's obligation under Section 8.1.1 will not apply if the alleged claim results from:

(a) use of the Deliverables in conjunction with any product or services not provided by SAP;

(b) use of the Deliverable provided for no fee;

(c) Customer’s failure to timely notify SAP in writing of any such claim if SAP is prejudiced by Customer’s failure to provide or delay in providing such notice;

(d) modification of the Deliverable by Customer or by a third party on behalf of Customer;

(e) anything that Customer provides to SAP including configurations, instructions or specifications in relation to Services; or

(f) any use of the Professional Services not permitted under the Agreement.

8.2. If a third party makes a claim under Section 8.1 or in SAP’s reasonable opinion is likely to make such claim, SAP may, at its sole option and expense:

(a) procure for Customer the right to continue using the Deliverable under the terms of the Agreement; or

(b) replace or modify the Deliverable to be non-infringing without material decrease in functionality.

8.3. If these options are not reasonably available, SAP or Customer may terminate the Professional Services relating to the affected Deliverable upon written notice to the other.

8.4. SAP expressly reserves the right to cease such defense of any claim(s) if the applicable Deliverable is no longer alleged to infringe or misappropriate the third party’s rights.

8.5. Claims Brought Against SAP

Customer will defend SAP against claims brought against SAP, SAP SE, its Affiliates and subcontractors by any third party to an allegation that Customer Data, Customer's use of the Professional Services or anything Customer has provided to SAP including access to third party software or proprietary information violates, infringes or misappropriates the rights of a third party. Customer will indemnify SAP against all damages finally awarded against SAP; SAP SE, its Affiliates and subcontractors (or the amount of any settlement Customer enters into) with respect to those claims.

8.6. Section 8.3 (Third Party Claim Procedure) and section 8.4 (Exclusive remedy) of the GTC apply to this section 8.

9. LIMITATION OF LIABILITY

9.1. No Cap on Liability

Section 9.1 of the GTC applies to the Professional Services.

9.2. Liability Cap

Except as set forth in Section 9.1 above, the maximum aggregate liability of either party (or its respective Affiliates or SAP's subcontractors) to the other or any other person or entity for all events (or series of connected events) shall not exceed the fees paid for the applicable Professional Services under the relevant Order Form or in the case of subscription based Professional Services or Professional Services with monthly reoccurring fees, the fees paid in the 12 month period preceding the date of the incident giving rise to the liability.

9.3. Exclusions of Damages

Section 9.3 of the GTC applies to the Professional Services.