SAP ARIBA AND FIELDGLASS CLOUD SERVICES
SUPPLEMENTAL TERMS AND CONDITIONS

This Supplement is part of an Agreement for SAP products and services between SAP and Customer and applies to the SAP Ariba and Fieldglass Cloud Services for which Customer is subscribed as set forth herein (the "**Cloud Service**"). Capitalized terms used in this Supplement but not defined herein have the meanings assigned to them in the applicable Order Form or Documentation. Unless an alternate Supplemental Terms and Conditions document is referenced in the applicable Cloud Service Order Form, this Supplement applies to all SAP Ariba and Fieldglass Cloud Services as set forth herein whether or not referred to specifically in this Supplement.

PART 1 – SUPPLEMENTAL TERMS APPLICABLE TO ARIBA AND FIELDGLASS CLOUD SERVICES

1.   CONSULTING SERVICES

Customer's initial subscription to each Cloud Service includes a standard Consulting Service package for the initial deployment of the Cloud Service, as applicable[1]. Such Consulting Service packages are not included with any additional, replacement, or renewal order of a Cloud Service to which Customer is already subscribed unless otherwise provided in the Order Form.

Standard Consulting Services for the initial deployment of applicable Cloud Services subscribed to in an Order Form between SAP and Customer referencing this Supplement are described in the deployment descriptions made available online by SAP, or as provided by SAP upon request. SAP provides these deployment services for the period stated in the deployment descriptions or applicable exhibit(s) or, if no period is stated, then for the initial Subscription Term. Any included deployment services, or other Consulting Services included in a Cloud Service Order Form between SAP and Customer referencing this Supplement, shall be deemed part of the Cloud Service for the purposes of the Cloud Service conformity and skill warranty in the GTC. The standard Consulting Service package included in Customer's initial subscription to each applicable Cloud Services expressly excludes any custom integration services or other custom development effort. Customer may purchase additional Consulting Services beyond the scope identified in the deployment description(s) for the initial deployment subscribed to Cloud Services by entering into a separate mutually agreeable written services order form or statement of work with SAP. Customer will reimburse SAP for all appropriately documented travel and related expenses incurred by SAP in performing any Consulting Services.

2.   DATA

Customer may not, and shall ensure its Authorized Users do not, submit the following types of information to the Cloud Service or solicit this information from trading partners: (i) non-public government identification numbers or financial account numbers associated with individual persons (e.g. U.S. Social Security numbers, national insurance 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, (iii) information regulated under the International Traffic in Arms Regulations, (iv) without the express written consent of SAP, technical data restricted under U.S. or German law for export purposes, and (v) 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 Processing Agreement). All Customer Data shall be considered Customer Confidential Information,

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[1] The following Cloud Service subscriptions do not include a standard Consulting Service package for the initial deployment of the Cloud Service: SAP Ariba Buying, additional site add on; SAP Ariba Buying and Invoicing, additional site add on; Buyer Membership (open adapter); Invoice Conversion Services; Ariba Network, tax invoicing for Mexico; SAP Ariba Strategic Sourcing, supplemental site add-on; SAP Ariba Procurement, supplemental site add-on; SAP Signature Management by DocuSign; SAP Signature Management by DocuSign, Fieldglass; SAP Fieldglass Contingent Workforce Management, partner edition; SAP Fieldglass Services Procurement, partner edition; SAP Fieldglass Contingent Workforce Management, partner edition (PAYG); SAP Fieldglass Services Procurement, partner edition (PAYG)

provided, nothing in this Agreement shall restrict SAP from freely using, reproducing, sharing, incorporating, exploiting and/or otherwise commercializing any feedback shared by Customer in any form for any purpose.

3. AGGREGATED USAGE

Where any Cloud Service is identified or marked in the Order Form as an 'aggregated' Usage Metric Limit over the Subscription Term (or 2 or more years thereof), SAP has agreed to an aggregated Usage Metric for the particular Cloud Service over the initial Subscription Term only. There is no discount, reduction, refund or credit if the Usage Metric Limit is not utilized in any year or over the Subscription Term. For any 12 month renewal, the applicable Usage Metric Limit for the Cloud Service shall be annualized (subject always to excess use as provided in the Order Form) for the Renewal Term, unless otherwise agreed in a signed writing with SAP. The Annualized Usage Metric Limits may be set out in the Order Form as a reference.

4. LIMITED AVAILABILITY OF SELECT FEATURES

From time to time, subject to the requirements presented by SAP at the time, Customer may elect to participate in a limited availability program enabling use of a new feature for the Cloud Service prior to general production availability. SAP may elect at its own discretion to remove any limited availability feature from use and/or not release it into the Cloud Service.

PART 2 – SUPPLEMENTAL TERMS APPLICABLE TO FIELDGLASS CLOUD SERVICES ONLY

1. USAGE METRICS

Usage Metrics for the SAP Fieldglass Cloud Services, to the extent referenced in the Order Form, are defined as follows:

1.1. **"Spend"** is the total expenditures processed via the Cloud Service.

1.2. "**Resource**" is any authorized individual or physical asset accessing, being managed and/or monitored via the Cloud Service. This metric may also be referred to as "Worker Profile". For purposes of clarity, this Usage Metric is a monthly allotment, unless otherwise specified in the Order Form.

2. CLOUD SERVICE DESCRIPTION

Customer has subscribed to one or more of the Cloud Services described below in an Order Form referencing this Supplement.

2.1. **SAP Fieldglass Contingent Workforce Management.** SAP Fieldglass Contingent Workforce Management provides functionality for the procurement, engagement, and payment of contingent labor (e.g. job postings, approvals, candidate submissions, onboarding, off-boarding, invoices, and worker evaluations).

2.2. **SAP Fieldglass Assignment Management.** SAP Fieldglass Assignment Management provide functionality to track external resources for assignment to one or multiple projects, collect and process a resource's time, and allocate time to cost objects to support invoicing.

2.3. **SAP Fieldglass Services Procurement.** SAP Fieldglass Services Procurement provides functionality for the procurement, engagement, and payment of services providers (e.g. project requisitions, vendor responses, on-boarding, off-boarding, invoicing, and project evaluation).

2.4. **SAP Fieldglass Worker Profile Management.** SAP Fieldglass Worker Profile Management allows Customers to track and manage all non-traditional workers who have no time sheet activity and are not otherwise tied to a job posting or SOW in the Cloud Service for headcount, reporting and onboarding/offboarding tasks.

2.5. **SAP Fieldglass SOW Worker and Documentation Tracking.** SAP Fieldglass SOW Worker and Documentation Tracking allows Customers to track and manage all nontraditional workers who have no time sheet activity and are not otherwise tied to a job posting or SOW in the Cloud Service for headcount, reporting and onboarding/offboarding and document tracking. It does not provide customers with the ability to track the financial management of services procurement such deliverables, fees, time sheets, expense sheets, or invoices.

3. **SUPPORT**

Support for the Cloud Service is provided in accordance with the Support Policy for SAP Cloud Services referenced in the Order Form. The support levels available for SAP Fieldglass are SAP Enterprise Support or Preferred Success. Preferred Care is not available. SAP Fieldglass Enterprise Support (see https://support.fieldglass.com) provides support for general questions, system navigation inquiries, general troubleshooting issues and P1 escalation management. In addition, SAP Fieldglass Enterprise Support provides release updates, high level program consultation, standard release notes and general product roadmap updates.

4. **SUPPLIER TERMS**

Prior to accessing the Cloud Service, Suppliers will be required to: (i) register through the Cloud Service; (ii) enter an agreement with SAP; and, if applicable, (iii) become enabled, subject to the applicable terms of use, on the regional network designated by SAP for routing documents between Customer and Suppliers. "Supplier" means a worker or agency engaged by Customer through the Cloud Service.

PART 3 – SUPPLEMENTAL TERMS APPLICABLE TO ARIBA CLOUD SERVICES ONLY

1. **ARIBA SOLUTION DESCRIPTION GUIDE**

The technology features included in each SAP Ariba Cloud Service are listed in the SAP Ariba Solution Description Guide (as updated from time to time).

2. **SAP ARIBA PAYABLES**

The SAP Ariba Payables (including the payment, supply chain finance, and discounting services) Cloud Service have regional limitations, may require agreements with third party service providers, and are subject additionally to the SAP Ariba Payables Supplemental Terms and Conditions found here: www.sap.com/agreements-cloud-supplement-ariba-payables (as updated from time to time).

3. **ARIBA USAGE METRICS.**

Usage Metrics for the SAP ARIBA Cloud Services, to the extent referenced in the Order Form, are defined as follows:

3.1. **"Document"** is a record of commercial transactional data managed via the Cloud Service.

3.2. **"Entitlements Package"** is a set of defined entitlement, as set forth in the respective Product Supplement, Services Description Guide or Services Use Description.

3.2.1. For SAP Digital Supplier Network for Supply Chain, the Usage Metric is Entitlements Package which means 75 Suppliers and Spend of $250 million USD converted to local currency using SAP standard exchange rates, which will be made available to Customer upon request.

3.3. **"Spend"** is the total expenditures processed via the Cloud Service.

3.3.1. For SAP Ariba Spend Analysis, the Usage Metric is Spend and means each twelve (12) month set of accounts payable, travel & expense, and/or purchasing card data provided to SAP for data enrichment processing through the Cloud Service.

3.3.2. For SAP Ariba Sourcing and Procurement bundle, the Usage Metric is Spend processed by the SAP Ariba Buying and Invoicing Cloud Service.

3.3.3. For experience management bundle for supply chain collaboration, the Usage Metric is Spend in blocks of $10 million USD converted to local currency using SAP standard exchange rates, which will be made available to Customer upon request.

3.4. **"Flat Fee"** is a fixed fee for the Cloud Service.

3.5. **"Supplier"** is each individual data object for a supplier account managed via the Cloud Service.

3.6. "**Tenant**" is a customer-specific instance of the Cloud Service.

3.7. "**User**" is any individual authorized to access the Cloud Service.

3.8.   **"% of Net Recurring Fee"** is the stated percentage multiplied by the stated net recurring fee.

4.   **ADDITIONAL ARIBA TERMS.**

4.1.   **Quote Automation.** Customer's use of the Ariba Network and the Ariba Discovery Cloud Service as provisioned by the Quote Automation feature (if available via Customer's subscription) is limited to the use necessary to fully utilize the feature and as further described in the Documentation. In order to utilize the Quote Automation feature, Customer must register on the Ariba Discovery network and accept the Terms of Use (Buyers) – Ariba Discovery in regards to functions of Quote Automation performed on the Ariba Discovery site.

4.2.   **Ariba e-Archiving.** Ariba e-Archiving, an optional feature within the SAP Ariba Commerce Automation Cloud Service involves archiving of invoices originating from any one of the supported countries listed in the Documentation (each a "Supported Country") during the specified retention period for such Supported Country ("Mandatory Retention Period") and within Customer's Subscription Term.

4.3.   **SAP Ariba Spot Buy Catalog Cloud Service and Feature.** In utilizing the SAP Ariba Spot Buy Catalog Cloud Service or using the SAP Ariba Spot Buy feature, Customer agrees to participate in the SAP Ariba Spot Buy Program in accordance with the terms for buyers found on the SAP Ariba Spot Buy program Site, as updated from time to time, (currently at https://connect.ariba.com/AribaSpotBuy).

4.4.   **Supply Chain Collaboration for Buyers Cloud Service ("SCC for Buyers").** During the then-current Subscription Term for SCC for Buyers, SAP shall not charge any Customer suppliers transaction fees or annual membership fees related to Ariba Network Fulfill: Orders and Invoices service on the Ariba Network arising from their relationship or transactions between Customer and such suppliers originating through the SCC for Buyers. Suppliers will still be charged for use of Ariba Discovery if they elect to use that service or other optional services SAP makes available to them.

4.5.   **SAP Ariba APIs, extension tools and Integration Software.** Some of the Cloud Services include the ability to use application programming interfaces, integration adapter software, extension capabilities and system authorization codes (together referred to as "**APIs**") made available by SAP for the creation of applications for integration with the Cloud Services by Customer (a "**Customer Application**").

i.   Use of APIs is subject to restrictions stated in the Documentation and access to and testing of some APIs utilizes the regional SAP Ariba Developer Portal applicable to the SAP Ariba data center that Customer elects to use (See https://developer.ariba.com/api). Customer must accept any separate terms and conditions presented upon download or access to the regional platform to use the portal and APIs.

ii.   The APIs are SAP proprietary and Confidential Information and may not be modified by Customer.

iii.   SAP may require certification, security assurances or other reasonable validation steps regarding the Customer Application(s) developed with the API prior to enabling Customer to utilize such application in a production capacity to exchange information with the Cloud Services.

iv.   Customer is fully responsible for ensuring that the Customer Application remains compatible and interoperable with the Cloud Service and does not unreasonably impair, degrade or reduce the performance or security of the Cloud Service.

v.   Customer will defend SAP against claims brought against SAP, SAP SE, its Affiliates and subcontractors by any third party arising from the Customer Application by virtue of its integration with the Cloud Service. 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 these claims. If Customer licensed the Cloud Services in the United Kingdom or is governed by the law of the United Kingdom, this Section v. of this Supplement is replaced in its entirety with the following v:

        "v. Customer will defend SAP, any Affiliate of SAP, SAP SE, any Affiliate of SAP SE and any subcontractor of any of the foregoing against any claim brought by a third party in relation to the Customer Application. Customer will indemnify SAP, any Affiliate of SAP, SAP SE, any Affiliate of SAP SE and any subcontractor of any of the foregoing against all damages finally awarded (or the amount of any settlement entered into by any of the same) in relation to any claim brought by a third party related to the Customer Application. SAP shall be entitled to recover losses on behalf of any party afforded protection or indemnity under this section, however, Affiliates of SAP, SAP SE, Affiliates of SAP SE and subcontractors of any of the foregoing shall have the right to directly enforce the

provisions of this section v for their own benefit under the Contracts (Rights of Third Parties) Act 1999 (provided there shall be no double recovery of losses permitted)."

vi. The System Availability SLA will apply to API's, unless specified otherwise in the Documentation for a specific API.

vii. For the avoidance of doubt, data submitted to the Cloud Services via an API or a data feed from an authorized third-party service that either originates with Customer or is provided subject to an agreement between Customer and a third-party database provider, shall be considered Customer Data under the Agreement.

4.6. **Data-as-a-Service Elements.** The following terms apply to SAP Ariba Spend Analysis Cloud Service, SAP Ariba Contract Management, SAP Ariba Sourcing and SAP Ariba Supplier Risk Cloud Service related to the information provided to Customer by SAP, which may include news articles, supplier corporate information, ("**Database Information**"). All Database Information provided to Customer is proprietary information of SAP or its third-party information providers, may not be relicensed or resold and is subject to further restrictions set forth in the Documentation. 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.

4.7. **Optional Add-on Services.** Customer may subscribe to certain optional add-on services or programs, such as "Ariba Network, add-on for buyer-paid supplier fees for orders and invoices" and Ariba Discovery Advantage Block Purchase. If so, any Usage Metrics or terms not stated in this Supplement will be stated in the Order Form or Documentation.

4.8. **Data Retention – Ariba Network.** Customer Data processed on the Ariba Network may be retained on the Ariba Network subject to SAP's policies, provided that SAP Ariba will delete, or render unreadable, the Customer Data stored in the Ariba Network after expiration or termination of Customer's subscription upon Customer's written request. Retained data is subject to the confidentiality provisions of the Agreement and the obligations under the Data Processing Agreement.

4.9. **Processing Services for Payment and Supply Chain Finance.**

4.9.1. **Separate Provider.** If Customer enables one or more of the below defined payment capabilities in the Ariba Network (excluding AribaPay), such payment services are provided by third party payment processors under separate agreements between Customer and those third parties. SAP does not perform and is not responsible for the payment processing services, nor acts or omissions of the third-party payment processors under the separate agreements. Customer agrees that any third-party payment processor's use of Customer Data is governed by the separate agreement and the third-party payment processor's data use and data privacy policies. By enabling the payment services provided by third-party payment processors, Customer instructs SAP to transfer Customer Data (including personal data) to the third-party payment processor. SAP's obligations for the Cloud Service, exclusive of the payment processing services, are in accordance with the Agreement. SAP and the third-party payment processors are under no obligation to assist with or resolve disputes between Customer and Customer's suppliers, with respect to payment transactions.

4.9.2. **Payment Processing Services.** For payment processing services other than AribaPay:

- If Customer enables the payment capability, then the "processing services" consist of payment processing services to settle payments between Customer and Customer's suppliers, including every function of the payment capability related to the processing or transmission of payments or funds, the provision of any payment intermediary-related services, the debiting or crediting of bank accounts, holding funds, processing payments, issuing checks, holding account numbers, and/or otherwise acting as a payment processor.

- Customer is responsible for providing accurate information in any payment instruction.

- Once enabled, SAP's role for the payment capability is to forward payment information from Customer to the payment processor and return status information to the Customer regarding the payments.

4.9.3. **Tax Treatment.** With respect to the fees payable by Customer to SAP for use of the payment capability, Customer will be treated as the payor with respect to SAP for tax purposes, notwithstanding the payment processing services provided by the payment processor or supply chain finance processor. This will not include features which are agreed to by Customer under its agreement with the payment processor payment and that are paid directly to the payment processor.

4.10. **Packaged Cloud Service.** Where the Cloud Service is included with SAP Qualtrics for Supplier XM for a single fee (collectively, the "**Packaged SAP Qualtrics Cloud Service**"), the following additional terms apply to such Packaged SAP Qualtrics Cloud Service:

4.10.1. **Usage Metric and Limitations for SAP Ariba Strategic Sourcing Suite.** Subscriptions to the Packaged SAP Qualtrics Cloud Service which includes SAP Ariba Strategic Sourcing Suite are measured by Users and include 50 Suppliers per User in blocks of 25 Suppliers.

4.10.2. **Usage Metric and Limitations for SAP Ariba Commerce Automation Membership.** Subscriptions to the Packaged SAP Qualtrics Cloud Service which includes SAP Ariba Commerce Automation Membership include 1,000 Suppliers in blocks of 25 Suppliers (for a total of 40 blocks of 25 Suppliers).

4.10.3. **Usage Metric and Limitations for SAP Ariba Supply Chain Collaboration for Buyers.** Subscriptions to the Packaged SAP Qualtrics Cloud Service which includes SAP Ariba Supply Chain Collaboration for Buyers are measured in blocks of $10M in Spend and include 25 Suppliers for each block of $10M in Spend.

4.10.4. **EU Access.** The EU Access option is not available for the Packaged SAP Qualtrics Cloud Service.

4.10.5. **Customer Data Deletion.** Customer is responsible for deleting all Customer Data for SAP Qualtrics for Supplier XM upon termination. SAP will provide Customer a means to accomplish such deletion.

4.10.6. **Support.** The Contact Channel for support for SAP Qualtrics for Supplier XM is https://www.qualtrics.com/support/. If SAP changes the Contact Channel, SAP will provide notice via https://www.qualtrics.com/support/. All other aspects of support are provided in accordance with SAP's Support Policy for Cloud Services.