SUPPLEMENTAL TERMS AND CONDITIONS
ARIBA CLOUD SERVICES

SAP and Customer have entered into an Order Form for the purchase of certain SAP products and services, pursuant to which Customer is purchasing subscription(s) to certain Ariba Cloud Services. This Supplement, and any modifications to the Agreement made herein, apply solely to the Ariba Cloud Service(s) indicated by name below when Customer subscribes to that particular Ariba Cloud Service and not to any other SAP Cloud Service.

1. **USAGE METRIC DEFINITIONS**

1.1. "**Annual Spend**" (abbreviation: SPD) has different meanings depending upon the specific Ariba Cloud Service to which it is applied. The various meanings are indicated below.

   a) For Ariba Procure-to-Pay and Ariba Procure-to-Pay Federated Process Control: the total monetary amount of transactions processed by Customer through the Service in the applicable Contract Year 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 Service; (ii) captured in the 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; and, (iv) of any purchase orders that are not included in, or created against an invoice described in, any of the foregoing categories; provided that such total would exclude the monetary amount of any Invoices received from the Ariba Document Automation Service or Ariba Collaborative Commerce Document Automation 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 Ariba Procure-to-Order and Ariba Procure-to-Order Federated Process Control: the total monetary amount of purchase orders created, and the receipts imported or entered, against no-release contracts in the Ariba Procure-to-Order Service by Customer in the applicable Contract Year. 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 Contract Year captured through the Ariba Procurement Content 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.

   d) For Ariba Spend Visibility Professional and Ariba Spend Visibility Basic (collectively, "Ariba Spend Visibility"): each twelve (12) month set of Spend Data (i.e., the twelve months of Spend Data for the initial Data Enrichment, and/or the aggregated Spend Data from either: (i) four quarterly refreshes, or (ii) twelve monthly refreshes).

   e) For SAP Supplier InfoNet: each twelve (12) month set of Spend Data.

   f) For Ariba Discount Professional: the total monetary amount of invoices processed by Customer through the Ariba Discount Professional Service in the applicable Contract Year.

1.2. "**AribaPay Supplier**" means a supplier who (a) has a trading relationship on the Ariba Network with Customer and (b) has enabled receipt of payments via the AribaPay Service, whether or not such supplier has actually received a payment or not via the AribaPay Service.

1.3. "**Child Site**" means an area within the 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 Ariba-supported enterprise resource planning ("ERP") systems.

1.4. "**Contract Year**" means each consecutive twelve (12) month period during the Subscription Term or any subsequent Renewal Term with the first such Contract Year commencing on the subscription start date.

1.5. "**Concurrent Users**" shall mean individual Named Users logged into the website of the Ariba Cloud Service at any one time.

1.6. "**Document(s)**" (abbreviation: DOC) has different meanings depending upon the specific Ariba Cloud Service to which it is applied. The various meanings are indicated below.

   a) For Ariba Document Automation, Ariba Collaborative Finance, Ariba Collaborative Commerce Document Automation, and Ariba Collaborative Supply Chain: any Invoices Purchase Orders, Service Sheets, and SARs.

   b) For Ariba Procure-to-Order and Ariba Procure-to-Order Federated Process Control: any Purchase Orders

   c) For Ariba Procure-to-Pay and Ariba Procure-to-Pay Federated Process Control: any Purchase Orders and Invoices.

d) For Ariba Invoice Conversion Services and Ariba Open Invoice Conversion Services: any invoice, credit memo, and/or debit memo received by Ariba.

e) For Ariba-Buyer Funded SMP Fee Program: (i) any Invoice transmitted to Customer from Customer Supplier(s); and/or (ii) any Purchase Order transmitted by Customer to Customer Supplier(s) .

1.7. **"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 will be counted for purposes of Usage Metrics only in the month in which the Event's Start Date occurs, as identified within the Ariba Cloud Service.

1.8. **"Invoice"** (abbreviation: INV) means any electronic invoice transmitted or received by or through the Ariba Network, excluding any electronic invoices originating from any Fieldglass, Inc. cloud service.

1.9. **"Named User(s)"** as it appears throughout this Supplement (and as it may also appear in the corresponding Order Form to which this Supplement applies) shall either: (i) have the meaning explicitly assigned to it in the GTC; or (ii) be understood to have the same meaning as "Authorized User(s)" as such term is defined in the GTC. For clarity, Named User(s) are also sometimes referred to as "Authorized User(s)" in the GTC and/or Order Form.

1.10. **"Parent Site"** is an area within the Ariba 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.

1.11. "**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 will be counted for purposes of Usage Metrics only in the month or Contract Year (as applicable) in which the Project's Start Date occurs as identified within the Ariba Cloud Service.

1.12. **"Purchase Order"** (abbreviation: PO) means any electronic purchase order transmitted or received by or through the Ariba Network, excluding any electronic purchase orders originating from any Fieldglass, Inc. cloud service.

1.13. **"Scheduling Agreement Release" or "SAR"** means any electronic document transmitted by Customer through the Ariba Network requesting (or indicating 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.

1.14. **"Service Sheet"** means any electronic notice of services delivered to Customer transmitted or received by or through the Ariba Network.

1.15. **"Site"** (abbreviation: STE) means the web page containing the functionality described in the Documentation for the Service(s) accessible by and configured for and/or by Customer in accordance with the Agreement and the applicable Documentation. For purposes of certain Procurement Packages "Sites" means Parent Sites and Child Sites collectively.

1.16. **"Spend Data"** (abbreviation: SPD) has different meanings depending upon the specific Service to which it is applied. The various meanings are indicated below:

a) For Ariba Spend Visibility: a set of accounts payable, travel & expense or purchasing card data from Customer provided to Ariba for Data Enrichment processing through the Service, including transaction data ("Transaction Data") and data identifying Customer suppliers from within Customer's accounts payable system ("Supplier Records").

b) For SAP Supplier InfoNet: 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 Ariba as part of the Customer Content.

1.17. **"Supplemental Site"** means a separately purchased site for an Ariba Cloud Service that is set up in addition to the original Site and can either be configured to mirror the original Site or to be a non-production version of the original Site.

1.18. **"Team Member"** (abbreviation: TM) means a Named User who is not a "User".

1.19. **"Test Project"** means a Project in which the Test Project field has the "yes" indicator checked. Test Projects are included in the definition of "Project"; however, Test Projects shall not be counted toward Project Usage Metrics.

1.20. **"User"** (abbreviation: USR) means a Named User who: (a) is designated in the applicable Ariba Cloud Service as an "Owner" of a Project, Contract Workspace, or Supplier Workspace; (b) can create a Supplier Organization in the Ariba Supplier Information & Performance Management Service; (c) can initiate or manage templates, Projects, Contract Workspaces, and/or Supplier Workspaces; (d) (for purposes of SAP Supplier InfoNet only) is authorized by Customer to access and/or use the SAP Supplier InfoNet Service; (e) is included in one of the User Groups indicated in the attached Exhibit 1-A for the applicable Ariba Cloud Service(s); and/or (f) 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 Ariba Cloud Service ("Common User Groups"). If Customer subscribes to more than one Ariba Cloud Service and, if a person is in any Common User Group, such person shall be counted as a User for each Ariba Cloud Service to which the Common User Group applies. As used in this definition, "Owner" means, in regards 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. Capitalized terms not defined in this section or elsewhere in the Order Form are named features of the Ariba Cloud Service as described in the Ariba Cloud Service's Documentation. Each "User" purchased for Ariba Contracts Management Professional, Ariba Supplier Information and Performance Management, Ariba Sourcing Professional, and/or Ariba Collaborative Sourcing, includes ten (10) Team Members (and, in Ariba Sourcing Professional or Ariba Collaborative Sourcing only, five (5) Projects per month). Expansion may only be purchased in blocks of additional Users, with a corresponding increase in the number of Team Members (and Projects per month, if applicable).

2. **ARIBA PROCUREMENT PACKAGES.**

2.1. **Ariba Network Access**. The Ariba Cloud Services known as Ariba Procure-to-Pay, Ariba Procure-to-Pay Federated Process Control, Ariba Procure-to-Order, and Ariba Procure-to-Order Federated Process Control (each a "Procurement Package") include access to the Ariba Network for up to twenty-five-thousand (25,000) annual Documents originated by the Procurement Package during the Subscription Term. Theability to transact Documents over the Ariba Network via any given Procurement Package in excess of the twenty-five-thousand (25,000) Documents in any given Contract Year, 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 Contract Year via a Procurement Package in excess of twenty-five-thousand (25,000), if any, shall count against Customer's Usage Metric for Ariba Document Automation or Ariba Collaborative Commerce Document Automation.

2.2. Procurement Packages and other Ariba Cloud Services that provide invoicing functions may not provide functionality for tax invoices in all countries. Ariba/SAP makes no representation that invoices generated through any Ariba Cloud Service will be tax compliant or compliant with regional e-invoicing requirements.

3. **ARIBA DOCUMENT AUTOMATION.**

During the Subscription Term, Customer may transact up to the number of Documents per Contract Year set forth in the Order Form under Usage Metrics over the Ariba Network using: (i) Ariba Document Automation or Ariba Collaborative Commerce Document Automation; and (ii) any other Ariba Cloud Service to which Customer has separately purchased a subscription that includes a connection to the Ariba Network. 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 transacted by Customer over the Ariba Network using any Ariba Cloud Service during the applicable Subscription Term.

4. **ARIBA INVOICING PACKAGES.**

The Ariba Cloud Services known as Ariba Document Automation, Collaborative Commerce Document Automation and Ariba Invoice Professional may not provide functionality for tax invoices in all countries. Ariba/SAP makes no representation that invoices generated through any Ariba Cloud Service will be tax compliant or compliant with regional e-invoicing requirements.

5. **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 Services. If Customer has subscribed to Ariba Spot Quote, then Customer's access to and use of those 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 Services. Further, by entering into an Order Form for a subscription to Ariba Spot Quote, Customer agrees to be bound by 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 that the Ariba Discovery Terms of Use shall take precedence over any confliction terms in the Order Form in regards to the Ariba Discovery site.

6. **ARIBA DISCOVERY ADD-ON FEAUTURES FOR SOURCING**

If Customer has subscribed to this Service in an Order Form, then Customer shall register on the Ariba Discovery site and accept the Terms of Use for Ariba Discovery ("Discovery Registration"). As part of the program, Ariba shall not charge fees to suppliers to respond to and/or participate in any of Customer's sourcing events issued via Ariba Discovery, Ariba Collaborative Sourcing or Ariba Sourcing Professional during the Subscription Term. Ariba reserves the right to charge fees to suppliers, including those suppliers responding to and/or participating in Customer's sourcing events, for any other usages of Ariba Discovery, Ariba Sourcing Professional, Ariba Collaborative Sourcing, the Ariba Network and/or any other Ariba Cloud Service not directly related to, or required for, responding to and/or participating in Customer's sourcing events. Further, Customer may, following Discovery Registration, access and use any or all Ariba Discovery functionality that Ariba makes generally available to customers at no additional charge during the Subscription Term. The terms of the Discovery TOU shall govern Customer's access to and use of the Ariba Discovery website and take precedence over any conflicting terms.

7. **ARIBAPAY.** The following terms apply to the AribaPay Service and shall supersede any conflicting terms in the Agreement.

7.1. **Definitions**. For purposes of AribaPay, each capitalized term below shall have the meaning indicated below:

a) "**Ariba-Side Services**" means the portion of the AribaPay Service consisting of functionality provided by Ariba to: (i) forward payment information from Customer to Discover for processing a payment to an AribaPay Supplier; and (ii) return status information to the Customer regarding such payments.

b) "**Discover**" means DFS Services, LLC. Discover is a third party provider to Ariba.

c) "**Participation Agreement**" means, collectively, an agreement between Customer and Discover for participation in the Discover Commercial Payments Network, and any other terms between Customer and Discover related to the Payment Processing Services. Ariba/SAP is not party to the Participation Agreement.

d) "**Payment Processing Services**" means the portion of the AribaPay Service consisting of payment processing services to settle payments between Customer and AribaPay Suppliers, including every function of the AribaPay Service 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, holding account numbers, and/or otherwise acting as a payment processor, all of which are provided solely by Discover, its affiliates, and/or service providers pursuant to the Participation Agreement, and none of which are provided by Ariba/SAP.

7.2. **Governing Contract Terms**. The AribaPay Service is provided, collectively, by (i) Ariba pursuant to the Order Form, and, (ii) by Discover, pursuant to the Participation Agreement. Customer acknowledges and agrees that, in using the AribaPay Service, Customer has a separate commercial relationship with each of (a) Ariba (pursuant to the Order Form), and (b) Discover pursuant to the Participation Agreement. Access to and use of the AribaPay Service, including receipt of the Ariba-Side Services, is conditioned upon Customer's acceptance of the Participation Agreement with Discover.

7.3. **Payment Processing Services**. Ariba/SAP does not provide any portion of the Payment Processing Services. Customer agrees and acknowledges that: (i) Ariba/SAP is not responsible for the acts or omissions of Discover, its affiliates, or service providers, or any claims related to the Payment Processing Services; (ii) any claim regarding Discover's acts or omissions and/or the Payment Processing Services may only be brought against Discover pursuant to the Participation Agreement, subject to any limitations contained therein; and, (iii) Ariba/SAP shall not be liable for any damages resulting from incorrect payment instructions, data errors, or transaction data provided by Customer in a request to initiate a payment transaction through the AribaPay Service.

7.4. **Underlying Transactions**. Neither Discover nor Ariba/SAP is obligated to resolve disputes between Customer and other customers of the AribaPay Service, including AribaPay Suppliers, with respect to the transactions for which payments are initiated using the AribaPay Service. Determining the rights, responsibilities and remedies regarding the transactions for which payments are initiated via the Service (including, for example, issues of offer, acceptance, passing of title, and examination of goods) or any other matters related to the sale or lease of goods or services is solely the responsibility of Customer and its AribaPay Suppliers.

7.5. **Initiating AribaPay Transactions**. It is solely Customer's responsibility to: (i) initiate payment transactions through the AribaPay Service; (ii) implement appropriate security precautions regarding which Customer's Named Users have authority to initiate payment transactions; (iii) validate the AribaPay Suppliers to receive payment as required; and, (iv) determine if the Service will meet Customer's own particular internal, legal and regulatory requirements related to the submission and processing of payments in satisfaction of outstanding invoices.

7.6. **Territorial Restrictions for the AribaPay Service**. The AribaPay Service is only available in the United States. Customer represents and warrants that Customer, and any Customer affiliate allowed by Customer to use of the AribaPay Service on behalf of Customer; (i) is incorporated or organized in the United States or Puerto Rico and actively engaged in the sale or purchase of goods and/or services; and (ii) will only designate a U.S. dollar ($) denominated settlement account maintained at a bank, credit union, or similar financial institution located in the United States or Puerto Rico as the named settlement account under the Participation Agreement, for the purpose of the AribaPay Service.

7.7. **Operating Policies**. Only the Ariba-Side Services portion of the AribaPay Service will be operated in compliance with the Ariba Security Policy, Ariba Service Level Program, and Ariba Data Policy and Privacy Statement. Discover is responsible for the operation of the systems underlying the Payment Processing Services and such use is governed under the Participation Agreement Customer executes with Discover.

7.8. **Warranty**. Notwithstanding anything to the contrary above or elsewhere in the Order Form, the warranty for the Service set forth in the GTC shall apply to the AribaPay Service in its entirety, including Payment Processing Services, subject to the terms, conditions and sole remedies set forth therein.

8. **ARIBA DISCOUNT PROFESSIONAL.**
The Discount Professional Service consists of a combination of the following elements provided by Ariba to Customer on a subscription basis as a single package and described in the most current version of the Documentation: (i) electronic functionality accessible via the internet and any related incidental software components ("Discount Professional"); and (ii) a set of pre-defined services designed to support Customer's early pay discount program initiative involving the use of Discount Professional ("Discount Pro Services"). Ariba's provision of the Discount Pro Services is subject to, and conditioned upon, the assumptions and Customer's fulfillment of its responsibilities and obligations (including the Best Practice Requirements) set forth in the Documentation.

9. **ARIBA-BUYER FUNDED SMP FEE PROGRAM.**

9.1. **Definitions**. For purposes of the Ariba-Buyer Funded SMP Fee Program, each capitalized term below shall have the meaning indicated below:

a) "**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).

b) "**NTS Fee**" (also called the Network Transaction Service fee or "**SMP Fee**") means the per-transaction fee Ariba 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 Ariba pays to such suppliers relating to such fees, and any applicable supplier fees relating to Ariba Discovery).

c) "**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 Ariba pays to such suppliers relating to such fees, and any applicable supplier fees relating to Ariba Discovery).

9.2. **Customer-Paid NTS and SL Fee.** During the initial Subscription Term set forth in the Order Form (and during any Renewal Term entered into by the parties pursuant to subsection 9.4 below), Ariba shall not charge any NTS Fees or SL Fees to Customer Suppliers arising from transactions between Customer and Customer Suppliers, provided that: (i) Customer remains current on all outstanding invoices owed to Ariba; and (ii) the number of Documents transacted between Customer and Customer Supplier(s) does not exceed the Usage Metric set forth in the Order Form.

9.3. **Customer Suppliers.**

a) **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 Ariba/SAP and Customer Supplier(s); or (b) create any contractual relationship between Customer and Ariba/SAP in regards to any transactions in which Customer might engage on or through the Ariba Network in Customer's role as a supplier . Rather, it merely addresses a financial arrangement between Ariba and Customer related to certain NTS Fees and SL Fees during the Subscription Term.

b) **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 hereby acknowledges and agrees that 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 Ariba 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 Ariba Cloud Service.

c) **Disqualified Suppliers.** At any point during the Subscription Term (or any Renewal Term), if a Customer Supplier either: (a) decides to no longer participate in this arrangement; or (b) ceases to qualify as a Customer Supplier (either a "Disqualified Supplier"); then any obligations Ariba/SAP may have not to charge any NTS Fees and/or SL Fees under the terms of this Ariba-Buyer Funded SMP Fee Program with respect to such Disqualified Supplier shall cease immediately as of the date of such Disqualified Supplier's exiting ("Exit Date"); provided that, a Disqualified Supplier may subsequently be reinstated as a qualifying Customer Supplier if and when the conditions prompting the disqualification have been reversed. For clarity, any Documents transacted between Customer and Customer Supplier during the period up to and including the Exit Date shall count against the applicable Usage Metric.

9.4. **Renewal of Ariba-Buyer Funded SMP Fee Program.** Notwithstanding anything to the contrary in the GTC and/or Order Form, Customer's subscription to the Ariba-Buyer Funded SMP Fee Program may only renew or extend by the mutual written agreement of the parties.

9.5. **Confidentiality.** The terms of the Ariba-Buyer Funded SMP Fee Program described herein are acknowledged as the Confidential Information of Ariba/SAP and shall not be shared with third parties, except to the extent needed to inform Customer Supplier(s) that would normally be charged certain NTS Fees and/or SL Fees in connection with their transactions with Customer over the Ariba Network that such fees shall not be invoiced to them, per the terms stated herein. If Customer discloses this arrangement to anyone (excluding the impacted Customer Suppliers participating), Ariba/SAP may, in its sole discretion, terminate Customer's subscription to the Ariba-Buyer Funded SMP Fee Program ("Early Cancellation"). Customer's sole and exclusive remedy 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 for the period after the Early Cancellation.

10. ARIBA SPEND VISIBILITY.

10.1. **Access to Online Cloud Service**. If Customer has subscribed to the Ariba Spend Visibility Professional Service, then up to 200 Concurrent Users may access the Service online subject to the additional Usage Metrics stated in the Order Form. If Customer has subscribed to the Ariba Spend Visibility Basic Service, then Ariba shall provide the data enriched through the Data Enrichment portion of the Service in the Ariba Spend Visibility schema format (as csv file or in a format for the Ariba Analysis software) for loading by Customer into Customer's instance of the Ariba Analysis software (or other Customer system), licensed by Customer under separate contract.

10.2. **Ariba Spend Visibility for SAP SPM**. If Customer has subscribed to Ariba Spend Visibility Basic for SAP Spend Performance Management, then for each cycle of Data Enrichment, Customer shall load Spend Data (subject to the Usage Metrics stated in the Order Form), in SAP Spend Performance Management software ("SAP SPM") format, into the Ariba Spend Visibility Basic Service. After each cycle of Data Enrichment, Ariba shall make the enriched data available to Customer in a file in the SAP SPM format for loading into Customer's instance of SAP SPM, which Customer hereby verifies it has licensed under separate contract with SAP SE or a third party. Customer's access to the Ariba Spend Visibility Basic Service shall be limited to the following purposes: (a) loading Spend Data as described in this section; (b) validation of loaded Spend Data; and, (c) submitting enrichment change requests for feedback/ refinement of loaded Spend Data. Ariba's Spend Visibility Cloud Services include Data Enrichment and data transformation from and into the SAP SPM format ("Data Transformation").

10.3. **Data License.** All information provided to Customer by Ariba/SAP (excluding the information Customer provides to Ariba/SAP, which Ariba/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 Agreement, "contractors" 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 Ariba/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 Ariba/SAP advises Customer to independently verify such Database Information. Ariba/SAP and its Providers shall not be liable for any loss arising out of or in any way relating to the Database Information. Ariba's/SAP's Providers are third party beneficiaries of these terms. Ariba/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.

10.4. **Data Enrichment:** Data enrichment will consist of an initial enrichment of up to twelve (12) months of Customer's historic Spend Data followed by quarterly enrichment cycles of three (3) months of current Spend Data (or, if Customer has purchased monthly refreshes, monthly enrichment cycles of one (1) 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 (1) month for monthly refreshes) ("Data Enrichment"). Customer may choose to utilize less frequent refreshes if desired, but fees shall remain unchanged.

10.5. **Data Enrichment Schedule.** The applicable Table below shows an approximate schedule for Data Enrichment which Ariba and Customer will jointly refine at the beginning of Phase 1. (Note: the number of source systems of Spend Data, data quality and volume influence the actual schedule.) Table 1 applies to Data Enrichment for Ariba Spend Visibility and Ariba Spend Visibility Basic for SAP SPM. Table 2 applies to Data Enrichment for Ariba Spend Visibility with Data Transformation Services.

Table 1

Ariba Deliverable		Timeframe	
Initial Data Enrichment	Configuration of Ariba Data Enrichment ("ADE") software for enrichment of Customer data	6	

(Applicable to initial pass on each batch of new source systems of Spend Data)	Automated supplier data enrichment through ADE		weeks from receipt of all properly formatted files from Customer and Customer approval of uploaded data for enrichment
	Manual review of supplier data enrichment results		
	Supplier data enrichment results made available to Customer		
	Automated commodity code enrichment of Customer invoice data through ADE		
	Manual review of automated classification results		
	Commodity classification results made available to Customer		
Data Enrichment Refreshes (Applicable to subsequent passes of source systems of Spend Data)	Automated supplier and commodity data enrichment of new Customer data through ADE	4	weeks from receipt of all properly formatted files from Customer and Customer approval of uploaded data for enrichment
	Manual review of Data Enrichment results		
	Enriched data made available to Customer		

Table 2

Initial Enrichment Cycle (Applicable to initial pass on each batch of new source systems of Spend Data)			
Ariba Deliverable			**Timeframe**
Data Transformation	Transform file formats to Ariba Spend Visibility format (Ariba Specified format)	2	weeks from receipt of all files from Customer
Data Enrichment	Configuration of Ariba Data Enrichment (ADE) software for enrichment of Customer data	6	weeks from Customer approval of uploaded data for enrichment
	Automated supplier enrichment through ADE		
	Manual review of supplier enrichment results		
	Supplier enrichment results made available to Customer		
	Automated commodity code enrichment of Customer invoice data through ADE		
	Manual review of automated classification results		
	Commodity classification results made available to Customer		
Refresh Cycles			
Ariba Deliverable			**Timeframe**
Data Transformation	Transform file formats to Ariba Spend Visibility format (Ariba Specified format)	1	Weeks from receipt of all files from Customer
Data Enrichment	Automated supplier & commodity enrichment of new Customer data through ADE	4	weeks from Customer approval of uploaded data for enrichment
	Manual review of enrichment results		
	Enriched data made available to Customer		

10.6. **Data Enrichment Service Levels.** The Service Levels below apply to the Data Enrichment portion of Ariba Spend Visibility. In the event Ariba fails to meet the Service Levels provided below, Customer's sole and exclusive remedy, and Ariba's/SAP's sole liability, will be for Ariba to (i) re-perform the deficient portion of the Data Enrichment and (ii) extend the Subscription Term for the Ariba Spend Visibility Cloud Services by the number of days required for Ariba to correct such deficiency.

Initial Data Enrichment of up to twelve (12) months of Spend Data and either: (i) Quarterly Data Enrichment of three (3) months of Spend Data; or (ii) Monthly Data Enrichment of one (1) month of Spend Data if Customer has purchased monthly refreshes, with:

- Ariba Commodity and Supplier engine processing on 100% of provided Spend Data.
- Commodity classifications:
- 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.
- 95% accuracy of Ariba classifications when supported by data (Very High confidence).
- 90% accuracy of classifications when data does not support 95% accuracy (High confidence).
- Accuracy defined as a correct classification at the lowest level of taxonomy supported by data.
  - Supplier Data Enrichment:
    - Supplier data enrichment of a minimum of 90% of supplier "parents" by spend including all "children" of those suppliers included within Spend Data.
    - 95% accuracy of parentage for Supplier Records with name and address information (minimum of country and city) available
    - 90% accuracy of parentage for Supplier Records when no country or city information provided

10.7. **Assumptions for Ariba Spend Visibility.**

a) Initial and refresh Data Enrichment cycles will only be initiated once all properly formatted files scheduled for Data Enrichment are received by Ariba and spend totals validated by Customer.

b) Subject to the assumptions contained herein, the project will commence no sooner than ten (10) business days from execution of this Order Form unless otherwise mutually agreed upon by both parties.

c) Customer Spend Data shall be deemed included in the definition of Customer Data and subject to all the terms governing Customer Data in the Agreement. Further, Customer agrees that Ariba may supplement Ariba's own list of suppliers used in the Data Enrichment process with the business identifier information (e.g. name, address, web site) from Supplier Records provided by Customer.

d) Customer will:
   i. Designate a project manager who will be responsible for the Customer's obligations set forth herein and the direction and management of Customer's employees.
   ii. Provide trained technical, business process and project management resources to assist with the project.
   iii. Provide the Spend Data in the industry-standard format specified by Ariba.
   iv. For Data Enrichment services, provide Supplier Records with the data fields identified by Ariba. For sole proprietors, Customer may not provide any personal social security numbers but should submit federal tax "Employer Identification Numbers" instead.
   v. Assign a senior/executive level champion that will be available as needed for escalation issues and any approval or sign-off process for the duration of the project.
   vi. Reimburse Ariba for reasonable out of pocket and travel expenses associated with all on-site delivery.

e) If Annual Spend Data exceeds the Usage Metrics listed in the Order Form, Ariba will notify Customer of any increased Fees and Customer may, at Customer's discretion, either pay the applicable additional Fee or reduce scope to fall within the Usage Metrics at no extra charge.

11. **SAP SUPPLIER INFONET ("InfoNet").** If Customer is purchasing a subscription to InfoNet from Ariba, then this document shall be the sole and exclusive Supplement applicable to such subscription.

11.1. **Customer Content.**

a) Commencing on the Order Form Effective Date, and refreshed on a periodic basis during the Subscription Term, Customer will deliver to Ariba certain business information (including transaction data) concerning the Customer, its suppliers and/or sub tier suppliers ("Customer Content") via magnetic tape, cartridge, secured and encrypted flat file FTP, or other means mutually agreed upon in writing (such as, for example, data extraction connections with Customer's database(s) or system(s) that allow specified Customer Content to be automatically transferred to Ariba ("Data Connection").

b) Customer must ensure that it has the right to grant Ariba access to its system(s) via its Data Connection(s) and that Ariba'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.

c) Any reference to "Customer Data" in the Agreement shall be deemed to include Customer Content, as defined herein, for purposes of this Service, 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.

d) 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 Ariba herein.

e) Ariba may aggregate Customer Content with other content from other Ariba customers in order to create high level statistical reports related to InfoNet so long as at least four (4) customers (including Customer) have contributed to such report, and no individual customer contribution constitutes more than fifty percent (50%) of such report

11.2. **Grant of License.** Customer grants to Ariba and its Ariba-Affiliates (as defined below) 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 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 Ariba Aggregated Content (defined below) containing Customer Content in any manner and via any media Ariba chooses, without reference to the source (including the right to sublicense any of the foregoing). "Ariba-Affiliate" means any entity which is controlled by, is in control of or under common control with Ariba. "Control" means the direct or indirect beneficial ownership of over fifty percent (50%) of the voting interests (representing the right to vote for the election of directors or other managing authority) of an entity.

11.3. **Data Enrichment.** Ariba will use Customer Content in combination with Ariba'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, "Ariba Content") in order to create aggregated content ("Ariba Aggregated Content"). Customer Content will subsequently be enriched by Ariba via mapping to Ariba Aggregated Content using Ariba's proprietary software, applications, business models and information matching, cleansing and harmonization tools . Ariba will not distribute the Customer Content in its unmodified form. Unless required by law or approved by Customer, Ariba 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 Ariba Aggregated Content as defined herein for purposes of this Service, 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.

11.4. **Data License**. All information provided to Customer by Ariba/SAP (excluding the information Customer provides to Ariba/SAP, which Ariba/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 Agreement, "contractors" 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 Ariba/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 Ariba/SAP advises Customer to independently verify such Database Information. Ariba/SAP and its Providers shall not be liable for any loss arising out of or in any way relating to the Database Information. Ariba's/SAP's Providers are third party beneficiaries of these terms. Ariba/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.

11.5. **Disclaimers**
   a) This 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.
   b) Certain content used in the 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
   c) Customer may not be able to access through the Service certain Customer Content in the form originally supplied by Customer.

11.6. **Current Platform**. At present, InfoNet is an SAP SE Service resold by Ariba, that is currently hosted on systems operated by SAP SE. Accordingly, InfoNet is governed by the SAP "Data Privacy and Security Policy" located at: http://www.sap.com/corporate-en/our-company/policies/cloud/data-security.epx and incorporated herein by reference and Customer Support Services for this Service will be provided as described at: http://www.sap.com/corporate-en/our-company/policies/cloud/customer-support.epx.

11.7. **Migration.** Ariba and/or SAP SE may, at either's sole option at any time during the Subscription Term or Renewal Term, and at no additional charge to Customer, migrate the Service (including Customer's data, access and usage thereof) from SAP-hosted systems to Ariba-hosted systems. Immediately upon such migration, the following terms and conditions shall take effect and shall supersede any conflicting language in the Order Form, the GTC and/or this Supplement:
   a) Ariba shall operate the systems that host the Ariba Cloud Service, and shall use and manage Customer Data in compliance with the Ariba Security Policy, Ariba Service Level Program, and Ariba Data Policy and Privacy Statement, as updated from time to time located at: http://www.sap.com/corporate-en/about/our-company/policies/index.html and hereby incorporated by reference into the Agreement.
   b) Support for the Ariba Cloud Service will be provided by Ariba as described in the applicable Documentation which can be viewed at Customer Support Services.

12. SAP CLOUD FOR TRAVEL AND EXPENSE
12.1. SAP Cloud for Travel and Expense is an SAP SE Service (not an Ariba Cloud Service) resold by Ariba.

12.2. The SAP Cloud for Travel and Expense Supplemental Terms and Conditions, and all documents referenced therein ("T&E Supplement"), which can be found at http://www.sap.com/company/legal/index.epx are hereby incorporated by reference into this Supplement. In the event of conflict between the terms of the T&E Supplement and this Supplement, the T&E Supplement shall control.

12.3. Support for SAP Cloud for Travel and Expense will be provided by SAP as described at: http://www.sap.com/corporate-en/our-company/policies/cloud/customer-support.epx.

12.4. SAP Cloud for Travel and Expense Service shall be governed by the SAP "Data Privacy and Security Policy" located at: http://www.sap.com/corporate-en/our-company/policies/cloud/data-security.epx and incorporated herein by reference.

13. GENERAL PROVISIONS APPLICABLE TO ALL ARIBA CLOUD SERVICES.

13.1. **Definitions.**

    a) "**Ariba**" means Ariba, Inc., a wholly owned subsidiary of SAP SE.

    b) **"Ariba Cloud Services"** means the SAP Cloud Services (also referred to as "Services") operated by Ariba as described in this Supplement and in the Documentation for the Services (Ariba Cloud Services are also sometimes referred to as "Ariba OnDemand Solutions" or "Ariba Solutions").

13.2. **Deployment Services.** Standard Consulting Services for the initial deployment of Ariba Cloud Services (sometimes referred to as "Deployment Services") are described in the applicable deployment descriptions located at Ariba Deployment Description Portal - New or in an exhibit attached to the Order Form ("Deployment Description"). Ariba's/SAP's obligation to provide Deployment Services shall continue for the time periods described in the applicable Deployment Descriptions and/or applicable exhibit(s); if no time period is stated in the applicable Deployment Description or exhibit, then Ariba's/SAP's obligation to provide Deployment Services shall end upon expiration of the initial Subscription Term.

13.3. **Controlled Data.** Customer Data that contains any technical data restricted under U.S., German, Irish or other laws for national security or export purposes may not be entered into any systems that host the Ariba Cloud Services without the express prior written consent of SAP (other than such non-classified data controlled under U.S. EAR99 ECCN or equivalent).

13.4. **Affiliates' Customer Data**. Customer, on behalf of itself and its Affiliates, acknowledges and agrees that, if Customer grants access to the Service to any of its Affiliates and has not purchased a separate Site for each such Affiliate, 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).

13.5. **Supplier Terms**. In order to interact with Customer via the Ariba 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.

13.6. **Customer Trademarks**. Customer grants to Ariba (and Ariba'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 Ariba 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 Ariba to provide the Ariba Cloud Services to Customer.

13.7. **Prerequisite Services.** Certain Ariba Cloud Services are designed to provide add-on features and functionalities ("Add-On Service") that supplement and leverage the technology features of one or more different, separately purchased, Ariba Cloud Service(s) (each a "Prerequisite Service"), as further described in the Documentation. Add-On Services can only be used in conjunction with the corresponding Prerequisite Service(s) and accordingly, if Customer has subscribed to an Add-On Service under the Order Form, Customer hereby acknowledges and agrees that for each Add-On Service: (i) access and use is conditioned upon maintaining an active, paid, and coterminous subscription to any and all applicable Prerequisite Service(s); (ii) if Customer's subscription to any Prerequisite Service terminates, for whatever reason, during the Subscription Term for the associated Add-On Service ("Disconnect Date"), then Customer's subscription to such Add-On Service shall also be terminated automatically, without the need for any further action or notice from Ariba on the Disconnect Date; and (iii) Customer's sole and exclusive remedy and Ariba's/SAP's entire liability for such termination shall be a refund of any pre-paid and unused fees attributable to the terminated Add-On Service calculated from the Disconnect Date; provided however that the foregoing remedy shall not apply to any such termination that is the result of Customer's uncured material breach of the Agreement in relation to Customer's access to and use of the Prerequisite Service(s) and/or the Add-On Service.

EXHIBIT 1-A

USER GROUPS FOR ARIBA CLOUD SERVICES

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