CONSULTING SERVICES SUPPLEMENTAL TERMS AND CONDITIONS ("SUPPLEMENT") to the GENERAL TERMS AND CONDITIONS FOR CLOUD SERVICES

SAP and Customer have agreed that SAP will provide to Customer certain Consulting Services. This Supplement to the General Terms and Conditions for Cloud Services (**"GTC"**) applies solely to Consulting Services and not to any other SAP product or service.

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

1. DEFINITIONS

1.1. "**Change Request"** means a change request made in accordance with section 4 of this Supplement and in the form made available by SAP from time to time or included in the Order Form.

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

1.3. **"Consulting Services"** means Professional Services as defined in the GTC in conjunction with the applicable Service Descriptions and/or Scope Documents.

1.4. **"Deliverables"** means those specific Work Products which are explicitly identified as a "Deliverable" under the applicable Order Form.

1.5. **"Feedback"** means input, comments or suggestions regarding SAP's business and technology direction and the possible creation, modification, correction, improvement or enhancement of the Cloud Service or Consulting Services (as applicable).

1.6. **"License Agreement"** means the agreement between SAP (or an SAP SE Affiliate, or an authorized reseller) under which Customer procured the rights to use a Cloud Service.

1.7. **"Order Form"** means the applicable ordering document for Consulting Services that references the GTC and this Supplement.

1.8. **"Premium Engagement Services"** means SAP MaxAttention, SAP ActiveAttention or SAP Value Assurance Services.

1.9. **"Scope Document"** means the document that is provided with and becomes part of the Order Form and which defines (sometimes in conjunction with a Service Description) the Consulting Services to be provided.

1.10. **"Service Description"** means pre-defined descriptions of services found at http://www.sap.com/servicedescriptions current as of the effective date of the Order Form which in conjunction with a Scope Document defines the Consulting Services to be provided and becomes part of the Order Form.

1.11. **"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 SERVICES

2.1. Performance.

2.1.1. SAP will provide the Consulting Services in accordance with the Order Form, the GTC and this Supplement.

2.1.2. If any Consulting 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 and expected to be spent by the Consultants on such Consulting Service will be charged to Customer.

2.2. Replacement.

If at any time Customer or SAP is dissatisfied with the material performance of a Consultant or a Customer employee or contractor, the dissatisfied party shall promptly report such dissatisfaction to the other party in writing and may request a replacement. The other party shall use its reasonable discretion in accomplishing any such change (which also, in the case of SAP, shall be subject to staffing availability).

2.3. Subcontracting

SAP may use subcontractors to provide all or part of the Consulting Services under the Agreement. SAP is responsible for the performance of Consulting Services by a subcontractor to the same extent as it would be if performed by its own employees.

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 Consulting 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. If the Consulting Services are performed at Customer's site, Customer agrees to provide necessary access to its site including appropriate access to Customer premises, computer systems and other facilities, to the extent reasonably required for SAP to perform the Services.

3.1.3. 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 Services under the Agreement.

3.2. Customer Cooperation

3.2.1. Customer shall provide and make available all Customer personnel and other resources that SAP reasonably requires in connection with performance of the Consulting Services and as may be further addressed in an applicable Order Form.

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 it has all necessary use rights for the Cloud Service as well as any relevant third party license or use rights it requires in order for SAP to perform the Consulting Services.

4. CHANGE REQUEST PROCEDURES

4.1. Either party can request changes to the Services.

4.2. SAP is not required to perform under a Change Request prior to the execution by the parties of the applicable Change Request.

5. FEES AND TAXES

5.1. Customer shall pay fees as stated in the Order Form. If Customer does not pay any fees in accordance with the terms of the Agreement then, in addition to any other available remedies, SAP may suspend the provision of Consulting Services until payment is made. SAP shall provide Customer with prior written notice before any such suspension. Any fees not paid when due shall accrue interest at the maximum legal rate. Purchase orders are for administrative convenience only. SAP may issue an invoice and collect payment without a corresponding purchase order. Customer may not withhold, reduce or set-off fees owed.

5.2. Taxes

Fees and other charges described in the Agreement do not include Taxes. Any applicable direct pay permits or valid tax-exempt certificates must be provided to SAP prior to the execution of the Agreement. If SAP is required to pay Taxes, Customer shall reimburse SAP for such amounts. Customer hereby agrees to indemnify SAP for any Taxes and related costs (including those related to the long-term assignment of Consultants), interest and penalties paid or payable by SAP. This Section shall not apply to taxes based on SAP's income.

6. TERM AND TERMINATION

6.1. Term of the Agreement

The Agreement becomes effective as of the Effective Date specified in the Order Form and shall remain in effect until the end of the term as specified in the Order Form or on completion of the Consulting Services in accordance with the Agreement, unless otherwise terminated earlier by either party in accordance with the Agreement.

6.2. Termination of the Agreement

6.2.1. Either party may terminate the Agreement (excluding agreements for fixed-price Consulting Services, Premium Engagement Services and subscriptions or monthly reoccurring Services), upon 30-days prior written notice to the other party, unless otherwise agreed in a Services Order Form.

6.2.2. Section 6.2 of the GTC (Termination for material breach) applies to this Section 6.

6.3. Effect of termination

6.3.1. Upon the effective date of termination of the Agreement, 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;

b) any reasonable committed costs or expenses; and

c) any non-refundable travel costs including visa costs and related expenses.

6.3.2. Upon the effective date of termination of the Agreement, Section 11.4 of the GTC regarding destruction and return of Confidential Information applies. The obligation to destroy or return Confidential Information shall not apply to Work Products provided by SAP to Customer, unless the Agreement is terminated by SAP in accordance with section 6.2 of the GTC.

6.4. Survival

Sections 1, 5, 6. 7, 8, 10 and 11 of this Supplement survive the expiry or termination of the Agreement

7. USAGE RIGHTS AND RESTRICTIONS

7.1. Any Services, Deliverables and Work Products provided by SAP to Customer prior to the execution of an applicable Order Form or a Change Request are the sole property and Confidential Information of SAP and shall be governed by the terms of the Agreement. If no Order Form is completed, all Services, Work Products and Deliverables must be returned or deleted and must not be used.

7.2. All title to and rights in the Consulting Services, Deliverables and Work Products, and all Intellectual Property Rights embodied therein, including techniques, knowledge or processes of the Consulting Services and/or Deliverables (whether or not developed for Customer), shall be the sole and exclusively property of SAP and SAP SE. Customer agrees to execute and to ensure its third parties execute such documentation as reasonably necessary to secure SAP's or SAP SE's title over such rights.

7.3. Provided all amounts due under an Order Form are paid in full in accordance with the terms of the Agreement, Customer will be granted a non-exclusive, non-transferable license to use any Deliverables and Work Products provided to it by SAP under a relevant Order Form under the Agreement in order to run Customer's and its Affiliates' internal business operations. This license will be granted to the same extent and term as the License Agreement. The foregoing will be subject to Customer's compliance with the terms of the License Agreement and this Agreement.

7.4. Customer may allow its third-party service providers to access the Deliverables, Work Product and Services of SAP solely for purposes of supporting the Customer or its Affiliates and provided that such third-party service provider is obligated under substantially similar written terms to protect SAP Confidential Information. Customer shall be responsible for breaches of the Agreement caused by its third-party service providers. Customer must immediately notify SAP in writing if any third party gains unauthorized access to SAP proprietary materials or Confidential Information. The Customer shall take all reasonable steps to stop such unauthorized access.

8. FEEDBACK

Customer may at its sole discretion and option provide SAP with Feedback. In such instance, SAP, SAP SE and its Affiliates may in its sole discretion retain and freely use, incorporate or otherwise exploit such Feedback without restriction, compensation or attribution to the source of the Feedback.

9. CONSULTING SERVICES WARRANTY

9.1. Good industry practices

9.1.1. SAP warrants that:

a) its Consulting Services will be performed in a professional workman-like manner by Consultants with the skills reasonably required for the Services; and for 90 days following provision of the Service, the Deliverables will materially conform with the applicable specifications for that Deliverable. For clarity, the warranty period for Deliverables (if any) resulting from any subscription-based Services will in no event exceed the termination date of the subscription-based Services.

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

9.2. Notification

Customer shall notify SAP within 90 days of provision of the 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.

9.3. Remedy

Provided Customer has notified SAP in accordance with Section 9.2 of a warranty breach and SAP validates the existence of such warranty breach, SAP will, at its option:

a) re-perform the applicable Services or Deliverables; or

b) refund the fee paid or reallocate quota for the specific non-conforming Service or Deliverable.

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

9.4. Exclusions

This warranty shall not apply if:

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

b) the alleged warranty breach is caused by a modification to the Deliverable by a party other than SAP, by Customer or by third party software; or

c) the Deliverable was provided for no fee.

9.5. Disclaimer

Except as expressly provided in the Agreement, neither SAP or its subcontractors make any representation or warranties, express or implied, statutory or otherwise, regarding any matter, including the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of or integration with any Work Products or Services provided under the Agreement, or that the operation of any products or Services will be secure, uninterrupted or error free. Customer agrees that it is not relying on delivery of future functionality, public comments or advertising of SAP or product roadmaps in obtaining the Services.

10. THIRD PARTY CLAIMS

10.1. Claims brought against Customer

10.1.1. 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.

10.1.2. SAP's obligations under Section 10.1.1 will not apply if the claim results from:

a) use of the Deliverables in conjunction with any other software, services or product 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 Services not permitted under the Agreement.

10.2. If a third party makes a claim 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.

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

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

10.5. Claims Brought Against SAP

10.5.1. Customer will defend SAP and its Affiliates against claims brought against SAP by any third party arising from or related to an allegation that the Customer Data 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 and its Affiliates against all damages finally awarded against SAP and/or its Affiliates (or the amount of any settlement Customer enters into) with respect to these claims.

10.5.2. The foregoing shall apply regardless of whether such damage is caused by the conduct of Customer and/or its Authorized Users or by the conduct of a third-party using Customer's access credentials.

10.6. Section 8.3 (Third Party Claim Procedure) and section 8.4 (Exclusive remedy) of the GTC apply to this section 10.

11. LIMITATION OF LIABILITY

11.1. No Cap on Liability

Neither party's liability is capped for damages resulting from:

a) death or bodily injury arising from either party's gross negligence or willful misconduct; and/or

b) any failure by Customer to pay any fees due under the Agreement.

11.2. Except as set forth in Section 11.1, the maximum aggregate liability of Customer (and its Affiliates) and of SAP and its Affiliates, licensors or subcontractors) arising under or in connection with the Agreement to the other or any other person or entity shall not exceed

a) for Services (other than SAP Premium Engagement Services or subscription-based Services), the fees paid for the applicable Consulting Services associated with the damages under the Order Form, or

b) for SAP Premium Engagement Services or subscription-based Services, arising in any 12 month period, the annual fees paid for SAP Premium Engagement Services or subscription-based Services associated with the damages arising in that 12 month period under the Order Form. Any "12 month period" commences on the start date of the SAP Premium Engagement Services or subscription-based Services or any of its yearly anniversaries.

11.3. Exclusions to damages

In no case will:

a) either party (or its respective Affiliates or SAP's subcontractors or licensors) be liable to the other party for any special, incidental, consequential or indirect damages, loss of goodwill or business profits, work stoppage or for exemplary or punitive damages; and

b) SAP be liable for any damages caused by any Services provided for no fee.