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 ("**GTCs**") 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 GTCs.

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 GTCs 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 from or on behalf of the Customer or any of its Affiliates to SAP, SAP SE or any other SAP Affiliate, or any reseller or representative thereof regarding SAP's business and technology direction or the possible creation, modification, correction, improvement or enhancement of the Cloud Services or Consulting Services (as applicable) purchased by the Customer.

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. "**Material Defect**" means the Deliverable fails to substantially comply with the applicable and corresponding acceptance criteria for that Deliverable set forth in the Order Form.

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

1.9. "**Scope Document**" means the document (if any) that is provided with and becomes part of the Order Form and which defines sometimes in conjunction with a Service Description (as applicable) 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 (if any) 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 CONSULTING SERVICES

2.1. Performance

2.1.1. SAP will provide the Consulting Services in accordance with the Order Form, the GTCs 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 by SAP resources on such Consulting Service will be charged to Customer.

2.2. Time not of essence

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

2.3. Acceptance

If the applicable Order Form expressly states that the Deliverables are subject to acceptance and does not otherwise specify an acceptance procedure, the following acceptance procedure applies:

a) Upon delivery by SAP of a completed Deliverable, Customer shall have 10 calendar days to accept or reject the Deliverable due to a Material Defect based on the acceptance criteria set forth in the Order Form for that Deliverable ("**Acceptance Period**").

b) If the relevant Deliverable passes the acceptance criteria set forth in the Order Form, Customer shall accept the Deliverable. Acceptance will not be unreasonably withheld by Customer. If Customer notifies SAP that it has rejected the Deliverable due to a Material Defect, Customer shall provide written notice, within such 10-day period, specifying the basis of the Material Defect.

c) SAP shall have a reasonable period to cure and redeliver the Deliverable for an additional Acceptance Period. If Customer fails to reject any Deliverable within the Acceptance Period, in a written document specifying the Material Defect, Customer shall be deemed to have accepted such Deliverable as of the 10th day of the Acceptance Period.

d) Upon acceptance of a Deliverable, all Consulting Services associated with such Deliverable shall be deemed accepted and SAP shall have no further obligation with respect to an accepted Deliverable. Customer shall not make productive use of a Deliverable, unless it has been accepted by Customer (either expressly or by passage of time).

e) If the applicable Order Form does not expressly specify acceptance criteria for a Deliverable, such Deliverable will be deemed accepted upon delivery.

2.4. Replacement

If at any time Customer or SAP is dissatisfied with the material performance of a Consultant or a Customer project team member, 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).

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.

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, that the Customer has notified to SAP with reasonable prior written notice of. 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 Consulting Services under the Agreement. Customer shall not store any personal data in non-production environments. No breach of this provision shall be deemed to have occurred in the event of SAP's non-conformance with the aforementioned safeguard but where no personal information has been compromised.

3.2. Customer Cooperation

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

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

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

4. CHANGE REQUEST PROCEDURES

4.1. Either party can request changes to the Consulting 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

Customer shall pay fees as stated in the Order Form. If Customer does not pay any fees (and Taxes) 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 (and Taxes) not paid when due shall accrue interest at the last legal rate published. Purchase orders are for administrative convenience only. SAP may issue an invoice and collect payment without a corresponding purchase order.

5.1. Taxes

All fees and other charges described in the Agreement are subject to applicable Taxes, which will be charged for and payable in addition to fees under the Agreement.

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 GTCs.

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 Consulting 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 GTCs (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 Consulting Services from any phase or milestone;

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 GTCs 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 GTCs.

6.4. Survival

Sections 1, 5, 6. 7, 8, 10, 11 and 12 of this Supplement survive the expiry or termination of the Agreement.

7. USAGE RIGHTS AND RESTRICTIONS

7.1. Any Consulting 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 Consulting Services, Work Products and Deliverables must be returned or deleted and must not be used. Except for any rights expressly granted to Customer under the Agreement Customer shall not remove SAP's copyright and authorship notices.

7.2. 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.

7.3. Customer may allow its third party service providers to access the Deliverables, Work Product and Consulting 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. Customer shall take all reasonable steps to stop such unauthorized access.

8. FEEDBACK

Customer may at its sole discretion and option provide 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 Consulting Services; and

b) for 90 days following provision of the Consulting 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 Consulting Services will in no event exceed the termination date of the subscription based Consulting Services.

9.1.2. SAP does not warrant error-free or uninterrupted operation of any Consulting 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 Consulting 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 Consulting Services or Deliverable; or

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

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

9.4. Exclusions

This warranty shall not apply:

a) if the Consulting Services, Work Product or any Deliverables are not used in accordance with any applicable documentation provided; or

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

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 obligation under Section 10.1.1 will not apply if the alleged claim results from:

a) use of the Deliverables in conjunction with any other software, services or any product that SAP did not provide;

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 Consulting Services; or

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

10.2. If a third party makes a claim under Section 10.1 or in SAP's reasonable opinion is likely to make such claim, SAP may, at its sole option and expense:

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

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

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 shall defend SAP and its Affiliates against claims brought against SAP by any third party arising from or related to:

a) any Customer use of the Consulting Services in violation of any applicable law or regulation; and

b) an allegation that the Customer Data, Customer's use of the Consulting Services or anything Customer has provided to SAP including access to third party software or proprietary information violates, infringes or misappropriates the rights of a third party.

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 GTCs 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 above, the maximum aggregate liability of Customer (or its Affiliates) and SAP (or its Affiliates, licensors or subcontractors) to the other or any other person or entity for all events (or series of connected events) shall not exceed the fees paid for the applicable Consulting Services under the relevant Order Form or in the case of Premium Engagement Services, subscription based Consulting Services or Consulting Services with monthly reoccurring fees, the fees paid in the 12 month period preceding the date of the incident giving rise to the liability.

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 Consulting Services provided for no fee.

11.4. Disclaimer

Except as expressly provided in the Agreement, neither SAP or its subcontractors or licensors 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 products or services provided under the Agreement, or that the operation of any products or Consulting 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 Consulting Services.

12. MISCELLANEOUS

12.1. Subcontracting

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

12.2. Non-Solicitation

Neither party shall knowingly solicit or hire, the other party's employees involved in the Consulting Services during the term or for a period of 6 months from the termination of the applicable Order Form, without the express written consent of the other party. This provision shall not restrict the right of either party to solicit or recruit generally in the media.

12.3. Trade Compliance

12.3.1 The Consulting Services, Work Products and Confidential Information relating thereto are subject to Export Laws. Customer, its Affiliates and its Authorized Users shall not directly or indirectly export, re-export, release, or transfer the Consulting Services, Work Products and Confidential Information relating thereto in violation of Export Laws. Customer is solely responsible for compliance with Export Laws in relation to the Consulting Services, including obtaining any required export authorizations if Customer exports or re-exports the Consulting Services, Work Products and Confidential Information relating thereto. Customer may not permit the use of the Consulting Services, Work Products and Confidential Information relating thereto by any user with whom transactions are prohibited in accordance with the terms of the Agreement. Further information on SAP's Export Control and Sanctions Compliance can be found at: https://www.sap.com/about/agreements/export-statements.html.

12.3.2. Upon SAP's request, Customer shall provide information and documents to support obtaining an export authorization. SAP may immediately terminate the affected Consulting Services upon written notice to Customer if:

a) the competent authority does not grant such export authorization within 18 months; or

b) Export Laws prohibit SAP from providing the Consulting Services to Customer.

12.4. Hierarchy

In the event of any inconsistencies the following order of precedence shall apply:

i. Order Form including Scope Document;
ii. Service Description (if any);
iii. DPA (ie SAP's standard DPA applicable to Consulting Services);
iv. This Supplement;
v. The GTCs.