

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

SAP and Customer have agreed that SAP will provide to Customer certain Consulting Services. These supplemental terms and conditions ("**Supplement**") to the General Terms and Conditions for SAP Cloud Services ("**GTC**") apply solely to Consulting Services and not to any other SAP product or service. In case of conflict the terms of the Scope Document shall prevail over any Service Description.

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 "Confidential Information"** means,
with respect to Customer: (i) the Customer Data, (ii) Customer marketing and business requirements, and/or (iii) Customer financial information, and
with respect to SAP: (i) the Consulting Services, documentation, SAP materials and Work Product and Deliverables, and (ii) information regarding SAP research and development, product or services offerings, pricing and availability.
Confidential Information of either SAP or Customer also includes information which the disclosing party protects against unrestricted disclosure to others that (i) the disclosing party or its representatives designates as confidential at the time of disclosure, or (ii) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure.
- 1.3 "Consultants"** means employees and third party contractors which SAP utilizes to provide Consulting Services to Customer.
- 1.4 "Consulting Services"** means Consulting Services as defined in the GTC in conjunction with the applicable Service Descriptions and/or Scope Documents.
- 1.5 "Deliverables"** means those specific Work Products which are explicitly identified as a "Deliverable" under the applicable Order Form.
- 1.6 "Intellectual Property Rights"** means patents of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trade secret, know-how or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, including applications and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.
- 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 "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.
- 1.9 "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.
- 1.10 "Taxes"** means federal, state or local sales, VAT, GST, foreign withholding, use, property, excise, service or similar taxes now or hereafter levied all of which shall be for Customer's account.
- 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 Personnel.

SAP will, at its sole discretion (i) select the Consultants to be deployed to deliver Consulting Services; and (ii) reserves the right to replace any Consultant at any time with a Consultant having equivalent skills.

2.2 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).

2.3 Delays.

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.

2.4 Rights.

Customer shall ensure to have all necessary license rights including third party license rights required to allow SAP to perform the Consulting Services.

3. CHANGE REQUEST PROCEDURES

Either party can request changes to the Consulting Services. SAP is not required to perform under a Change Request prior to the execution by the parties of the applicable Change Request.

4. COMPENSATION OF SAP

4.1 SAP will provide an invoice specifying the fees for each of the Consulting Services in accordance with the terms of the Order Form. Payment is due thirty (30) days after the invoice is issued. SAP reserves the right to apply late payment interest in accordance with applicable law. After written notice, SAP may suspend the provision of Consulting Services until payment is made.

4.2 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.

5. TERM AND TERMINATION

5.1 Term.

Each Consulting Service shall be effective as of the Effective Date set forth in an applicable Order Form, and shall remain in effect until end of term or completion of the Consulting Services or terminated earlier by either party in accordance with the applicable GTC.

5.2 Termination for Convenience.

Consulting Services (excluding fixed-price Consulting Services) may be terminated by either party upon thirty (30) days' prior written notice.

5.3 Effect of Termination.

Customer shall be liable for payment of all costs, fees and expenses up to the effective date of termination for (i) any completed, partially completed or scheduled Consulting Services from any phase or milestone (ii) any reasonable committed costs or expenses; (iii) any non-refundable travel costs including visa costs and related expenses.

All Confidential Information (excluding Consulting Services Deliverables) of the other party shall upon request of the other party be returned to the Disclosing Party or destroyed with certification of such destruction from an authorized individual.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 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.

6.2 Once all amounts due under an Order Form are paid in full and all claims have been satisfied, Licensee is granted a non-exclusive, non-transferable license for the duration of the license granted under the license agreement, so long as Licensee complies with the terms of the license agreement and this Agreement to use any Deliverables and Work Products provided to it by SAP under a relevant Order Form under this Agreement in order to run Licensee's and its Affiliates' internal business operations, and otherwise to the same extent as Licensee is granted a license to use the SAP Software, documentation and SAP Confidential Information in the license agreement.

6.3 Licensee must immediately notify SAP in writing if any third-party gains unauthorized access to SAP proprietary materials or Confidential Information. Licensee shall take all reasonable steps to stop such unauthorized access.

7. FEEDBACK

Customer may at its sole discretion, provide SAP (or as used herein SAP SE or other SAP entity) with input, comments or suggestions from Customer, regarding SAP's business and technology direction and/or the possible creation, modification, correction, improvement or enhancement of the software, products and/or services of SAP, (collectively "**Feedback**"). Customer grants to SAP SE a non-exclusive, perpetual, irrevocable, worldwide, transferable, royalty-free license, with the right to sublicense through multiple tiers, to use, publish, disclose, perform, copy, make, have made, use, modify, create derivative works, distribute, sell, offer for sale and otherwise benefit from Feedback in any manner and via any media.

8. CONSULTING SERVICES WARRANTY

8.1 Good industry practices.

SAP warrants that

- (a) its Services will be performed in a professional workman-like manner by Consultants with the skills reasonably required for the Services; and
- (b) for ninety (90) days following provision of the Services, 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.

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

8.2 Notification.

Licensee shall notify SAP within ninety (90) days of provision of the Services 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.

8.3 Remedy.

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

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

8.4 Exclusions.

This warranty shall not apply

- (a) if the Deliverables are not used in accordance with any applicable documentation provided or
- (b) if the alleged warranty breach is caused by a modification to the Deliverable, Licensee or

third-party software.

8.5 Disclaimer.

SAP and its licensors disclaim all warranties express or implied or statutory, including without limitation, any implied warranties of merchantability or fitness for a particular purpose except to the extent that any warranties implied by law cannot be validly waived.

9. LIMITATION OF LIABILITY, LIABILITY CAP FOR CONSULTING SERVICES

Consulting Services shall be subject to the limitation of liability provision as set forth in the GTC, except that the following shall replace and supersede the section with respect to the liability cap as set forth in the GTC: For any Consulting Services provided under the Agreement, under no circumstances and regardless of the nature of any claim shall the maximum aggregate liability of either party (or their respective Affiliates or SAP's subcontractors) to the other or any other person or entity under or in connection with the Agreement, exceed the total fees paid for the applicable Consulting Service under the relevant Order Form or, in the case of Consulting Services which are subscription based or billed on a monthly or annual basis, the fees paid in the twelve (12) month period preceding the date of the incident giving rise to the liability.

10. 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 six (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.