

**Order Form
for SAP Cloud Services
SAP Reference No. 0220729625**

between

**Ariba, Inc.
3420 Hillview Avenue, Building 3
Palo Alto, CA 94304
("SAP")**

and

**The School Board of Broward County
600 Southeast Third Avenue
FORT LAUDERDALE FL 33301
("Customer")**

1. ORDER FORM AND TABLE OF AGREEMENT

This Order Form as issued by SAP is an offer by SAP. When signed and returned to SAP by Customer on or prior to the offer expiration date, it becomes a binding agreement for the SAP Cloud Service(s) and Consulting Services (if applicable) listed in this Order Form and is effective on the date signed by Customer.

Offer Expiration Date: 10/23/2017

This Order Form is governed by and incorporates the following documents in effect as of the effective date. All documents are listed in order of precedence, and collectively referred to as the **"Agreement"**:

Agreement	Location
Order Form	
Schedule A of this Order Form: a) Cloud Service Supplemental Terms and Conditions ("Supplement"); b) Consulting Services Supplemental Terms and Conditions ("Consulting Services Supplement")	http://www.sap.com/agreements-cloud-supplement https://assets.cdn.sap.com/agreements/general-terms-and-conditions/ser/sap-consulting-services-supplement-english-united-states-v4-2016.pdf
Schedule B of this Order Form: Support Policy for SAP Cloud Services	http://www.sap.com/agreements-cloud-support
Schedule C of this Order Form: Service Level Agreement for SAP Cloud Services ("SLA")	http://www.sap.com/agreements-cloud-service-level-agreement
Schedule D of this Order Form: Data Processing Agreement for SAP Cloud Services	http://www.sap.com/agreements-cloud-data-processing
Schedule E of this Order Form: General Terms and Conditions for SAP Cloud Services ("GTC")	SAP and Customer agree this Order Form is governed by the General Terms and Conditions for SAP Cloud Services incorporated into the Order Form for SAP Cloud Services (Ref No. 0220558288) effective June 28, 2016.

Customer has had the opportunity to review the GTC and the incorporated documents prior to executing this Order Form. SAP recommends that Customer prints copies of these documents for Customer's records. All defined terms in the GTC used in this Order Form have the meaning stated in the GTC. All references in the Supplements to "Service" mean "Cloud Service", and to "Named Users" mean "Authorized Users."

2. CLOUD SERVICE

2.1 Cloud Service Order.

The table shows the purchased Cloud Service, Usage Metrics and volume, initial Subscription Term and fees.

Period 1 From 10/23/2017 To 10/22/2019

SAP Cloud Service	Usage Metric	Usage Metric Limitation **	Annual Fee	Product Start Date	Product End Date	Total Fee in USD
FLEXIBLE BUNDLE - ARIBA SALES ORG			140,000.00	10/23/2017	10/22/2019	280,000.00
SAP ARIBA SOURCING	Users	44				
SAP ARIBA SUPPLIER INFO/PERFORMANCE MGT.	Users	34				
SAP ARIBA CONTRACTS	Users	39				
Total Net Fee (*)						280,000.00

(*) plus applicable taxes

(**) Usage Metric Limitations stated above represent the maximum annual quantity of Usage Metrics over a 12 month period, except where the period between Product Start Date and Product End Date is less than one year. In that case the stated Usage Metric Limitation is the actual prorated amount.

2.2 Subscription Term

- (a) Customer's initial Subscription Term will begin on the start date and will be effective until the end date, unless Customer is otherwise notified by SAP's provisioning team.
- (b) The parties may renew the subscription term of this Order Form only by executing a new Order Form or amending this Order Form.

2.3 Excess Use.

Customer's use of the Cloud Service is subject to the Agreement, including the Usage Metrics and their volume stated in Section 2. Any use of the Cloud Service that exceeds this scope will be subject to additional fees. Fees accrue from the date the excess use began. Customer will execute an additional Order Form to document subscriptions for additional Usage Metrics and their volume. SAP may invoice and Customer will pay for excess use based on applicable pricing in the Order Form or Supplement.

3. CONSULTING (IMPLEMENTATION) SERVICES.

The table shows the purchased Consulting Services, non-recurring services and fees.

SAP will provide the Consulting Services or non-recurring services subject to the terms of the Consulting Services Supplement and the Agreement. SAP's obligation to provide the Consulting Services will end upon expiration of the initial term unless otherwise stated in the applicable service description or Supplement.

Consulting Services	Service Start Date	Total Fee in USD
SAP Ariba Sourcing Setup	10/23/2017	8,500.00
SAP Ariba Supplier Info/Perf. Mgt Setup	10/23/2017	23,800.00
SAP Ariba Contracts Setup	10/23/2017	17,000.00
Total Net Fee (*)		49,300.00

4. PAYMENT AND INVOICES

4.1 Fees and Invoicing.

Unless the Supplement states otherwise, fees for the Cloud Service(s) will be invoiced by SAP and paid by Customer annually in advance. Fees for the Consulting Services will be invoiced by SAP and paid by Customer as stated in Section 3 unless otherwise stated in the applicable scope document. SAP may provide invoices to an email address provided by Customer. Fees for non-recurring services will be invoiced by SAP on a one-time basis and paid by Customer upon commencement of the Subscription Term. Except for fee increases applied under Sections 2.3 and 4.2, Cloud Service(s) fees for renewal terms will be equal to the fees for the immediately preceding term for the same Cloud Service, Usage Metrics and volume. Customer will reimburse SAP for all pre-approved (by Customer) and appropriately documented travel and related expenses incurred by SAP in performing any support for the Cloud Service. Consulting Services fees are inclusive of travel expenses.

4.2 Fee Increases.

At the beginning of each renewal term, SAP may increase fees to reflect annual increases in consumer prices or costs. This increase will not exceed the greater of the percentage stated in the most recent consumer price index selected by SAP or 3.3% per annum. The increase is applied on a cumulative, year-over-year basis beginning on either the start of the preceding term or date of last increase, whichever is later. Not raising fees is not a waiver of SAP's right to do so. SAP may increase fees if Customer elects to reduce the Cloud Service, Usage Metrics or volume for any renewal term.

4.3 Payment.

Customer will pay to SAP all fees due within thirty days of date of invoice. Unpaid fees will accrue interest at the maximum legal rate. Customer purchase orders are for administrative convenience and not a condition of payment. Payment is not dependent upon completion of any implementation or other services.

4.4 Expansion Pricing.

Any access to and/or use of the services in excess of the applicable usage metric shall be subject to additional fees (expansion fees") at the rates set forth below beginning on the date of such excess access/usage and continuing for the duration of the then-current subscription term or applicable renewal term:

SAP Cloud Service	Fee per Usage Metric Limitation (*)	Usage Metric Limitation
SAP Ariba Sourcing	\$1,250.78	Per user
SAP Ariba Supplier Info/Performance Mgmt	\$1,163.52	Per user
SAP Ariba Contracts	\$1,163.52	Per user

(*) plus applicable taxes.

4.5 Option to Purchase Additional Cloud Service Subscriptions:

Customer may purchase a subscription to any or all of the additional SAP Ariba Cloud Service(s) identified below for the indicated subscription term and additional fees, and subject to the Usage Metrics, indicated therein, by entering into an amendment to this Order Form to document such purchase at any time

within fifteen (15) months of the Order Form Effective Date. If Customer elects to purchase subscriptions to such SAP Ariba Cloud Service(s), Customer must also purchase the corresponding Consulting Services set forth below for the additional fees set forth therein. Additional terms and restrictions specific to each Cloud Service may apply.

<u>Ariba Cloud Service</u>	<u>Minimum Subscription Term</u>	<u>Usage Metric</u>	<u>Total annual fee in USD</u>
SAP Ariba Buying	1 Year	\$370M spend	\$225,000.00 USD
Commerce automation	1 Year	54,000 Purchase orders	
SAP Ariba Network, Buyer Paid Fees	1 Year	54,000 Purchase orders	
<u>Ariba Consulting Services</u>			<u>Total non-recurring fee in USD</u>
SAP Ariba Buying			\$119,000.00 USD
SAP Ariba Commerce Automation			\$0 (If deployed with Buying), \$42,500 standalone

5. AUTHORIZED ADMINISTRATORS

Customer contacts for order confirmation and system notices are:

Order Confirmation recipient name:	Ed Hinline
Order Confirmation recipient e-mail:	ed.hinline@browardschools.com
System Provisioning Notification recipient name:	Ed Hinline
System Provisioning Notification recipient e-mail:	ed.hinline@browardschools.com

6. CUSTOMER LOCATION

Customer has provided the following primary access location:

The School Board of Broward County
600 Southeast Third Avenue
FORT LAUDERDALE FL 33301

This is the primary (but not the only) location from which Customer will access the Cloud Service. Customer acknowledges that the primary access location for the Cloud Service may have sales tax implications. Customer's failure to provide SAP with its VAT and/or GST number may also have sales tax implications. If Customer does not provide a primary access location, SAP will incorporate a default primary access location to Customer's sold-to address.

7. ANALYSES

SAP, SAP SE or SAP Affiliates may create analyses utilizing, in part, Customer Data and information derived from Customer's use of the Cloud Service and Consulting Services. Analyses will anonymize and aggregate information, and are the proprietary, confidential and wholly-owned materials of SAP. Examples of how analyses may be used include: optimizing resources and support; research and development; automated processes that enable continuous improvement, performance optimization and development of new SAP products and services; verification of security and data integrity; internal demand planning; and data products such as industry trends and developments, indices and anonymous benchmarking.

7. ADDITIONAL TERMS

7.1 Annual Appropriations.

Without prejudice to any of its other rights of termination under this Agreement, the Customer shall have the right to terminate this Agreement or any order hereunder at the end of the then-current fiscal period where funds are not appropriated to allow Customer to support continuation of performance of Services in a subsequent fiscal period. Customer shall not be entitled to any refund of any pre-paid fees and shall be responsible for payment of amounts incurred up to the date of such termination. Customer shall notify the other party at the earliest possible time before such termination.

7.2 No Waiver of Sovereign Immunity.

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political

subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under section 768.28, Florida statutes. This section shall survive the termination of all performance or obligations under this agreement and shall be fully binding until such time as any proceeding brought on account of this agreement is barred by any applicable statute of limitations.

7.3 Insurance.

Ariba shall comply with the following insurance requirements throughout the term of this Agreement.

- (a) Commercial general liability with a limit of \$1,000,000 per occurrence and \$2,000,000 in general aggregate including, but not limited to, coverage for bodily injury, death, property damage, products and completed operations, premises/operations, contractual, and personal and advertising injury liabilities;
- (b) Commercial automobile liability with a combined single limit of \$1,000,000 per occurrence covering bodily injury, death and property damage resulting from operation of owned, non-owned, hired or leased vehicles by Ariba's employees;
- (c) Workers' compensation in compliance with statutory requirements;
- (d) Employer's liability with limits of \$1,000,000 each accident, \$1,000,000 by disease policy limit, \$1,000,000 by disease each employee;
- (e) Excess/Umbrella liability with a limit of \$2,000,000 per occurrence with respect to coverage required in (a) and (b) above; and
- (f) Technology professional liability with a limit of \$1,000,000 per claim and in the aggregate covering claims arising out of errors or omissions in connection with services provided by Ariba as described in the Agreement and including network security and private data risks involving unauthorized access, failure of security, transmission of malicious code, denial of service attacks, and unauthorized disclosure or misappropriation of private data. The policy shall have a retroactive date on or before the Agreement effective date or the date of Ariba's first professional service, whichever is earlier. Ariba shall use commercially reasonable efforts to maintain such coverage for one (1) year following expiration or cancellation of the Agreement.
- (g) Ariba shall be responsible for any deductibles or self-insured retentions under the aforementioned policies. Following execution of the agreement and upon request of Customer, Ariba shall provide or make available for download a certificate of insurance evidencing existence of the required coverage. Ariba, its insurer(s) or broker(s) shall endeavor to provide Customer thirty (30) days advance written notice in event of cancellation of policies required herein. None of the requirements contained herein as to types or limits or Customer's approval of insurance coverage to be maintained by Ariba are intended to, and shall not in any manner, limit, qualify or quantify the liabilities and obligations assumed by Ariba under the agreement.

8. COUNTERPARTS AND MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Abby M. Freedman, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Janette M. Smith Digitally signed by Janette M. Smith
Date: 2017.09.25 17:16:32 -04'00'

Office of the General Counsel

[SAP signature lines on following page]

(Corporate Seal)

Ariba, Inc.

Attest: Michelle Romero
Michelle Romero, Legal Assistant

By: [Signature]

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by _____ of Ariba, Inc., on behalf of the corporations. He took an oath and is personally known to me or has produced _____ as identification.

My commission Expires:

(SEAL)

Signature of Notary Public

Printed Name of Notary

See attached notary certificate

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

M. ROMERO
Commission No. 2178314
NOTARY PUBLIC-CALIFORNIA
SANTA CLARA COUNTY
My Comm Expires JANUARY 2 2021

2015 Version www.NotaryClasses.com 800-873-9865

Schedule A (Part A)

SAP Ariba Cloud Services SUPPLEMENTAL TERMS AND CONDITIONS

This Supplement is part of an Agreement for SAP products and services between SAP and Customer and applies only to the SAP Ariba Cloud Services for which Customer is subscribed (the "**Cloud Service**"). Any documents referenced in this Supplement are available from SAP upon request.

1. CLOUD SERVICE.

This Supplement applies to all SAP Ariba-branded Cloud Services.

- 1.1 SAP Ariba Payables.** The SAP Ariba Payables (including the payment, supply chain finance, and discounting services) Cloud Service has regional limitations, requires agreements with third party service providers, and is subject additionally to the SAP Ariba Payables Supplemental Terms and Conditions found here: www.sap.com/agreements-cloud-supplement-ariba-payables.

2. USAGE METRICS.

- 2.1** The Usage Metrics applicable to the SAP Ariba Cloud Services are defined below.

(a) "**Contract Workspace**" means any Sales Contract Workspace, Internal Contract Workspace, or Procurement Contract Workspace, but does not include any Sales Contract Request or Procurement Contract Request.

(b) "**Document(s)**" means any electronic document type, identified as a "Chargeable Doc Type" below or in the Documentation, transmitted or received by or through the applicable SAP Ariba Cloud Service (including by or through the Ariba Network in relation to the applicable SAP Ariba Cloud Service). It includes the following types of documents, each a "**Doc Type**": invoice, purchase order, service sheet, scheduling agreement release, forecast, credit memo, or automated RFQ. The following chart illustrates which Doc Types are considered Chargeable Doc Types for certain SAP Ariba Cloud Services.

Chargeable Doc Type Table

Ariba Commerce Automation	Ariba Network, Tax Invoicing	Ariba Network, add-on for buyer-paid supplier fees for orders and invoices	SAP Ariba Supply Chain Collaboration
Invoices Purchase Orders Service Sheets Automated RFQ SARs	Invoices^	Buyer Funded Doc	Purchase Orders SARs Forecast
SAP Ariba Buying (formerly "P2O")	SAP Ariba Buying, multi-ERP edition	SAP Ariba Buying, advanced edition (formerly "P2P")	SAP Ariba Buying, advanced multi-ERP edition
Purchase Orders	Purchase Orders	Invoices Purchase Orders	Invoices Purchase Orders

Chargeable Doc Type Table (Continued)

SAP Ariba Invoice Management	SAP Ariba Contracts Invoicing	SAP Ariba Invoice Conversion Services add-on ("ICS")	SAP Ariba Open Invoice Conversion Services add-on ("Open ICS")
Invoices^	Invoices^ Purchase Orders Service Sheets	Memos	Memos

(c) **"Procurement Package"** means the Cloud Services in the SAP Ariba Procurement portfolio focused on creation, approvals and processing of purchase orders and requisitions.

(d) **"Project"** 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. A project is counted as of its Start Date.

(e) **"Spend"** has different meanings depending upon the specific Cloud Service to which it is applied:

- (i) For each Procurement Package: the total monetary amount of all Purchase Orders processed by Customer through the Procurement Package in the applicable Subscription Term, excluding the monetary amount of transactions originating from any SAP Fieldglass cloud service and/or the Spot Buy Feature during such Subscription Term;
- (ii) For SAP Ariba Catalog: the total monetary amount of Customer's transactions in the applicable Subscription Term captured through the SAP Ariba Catalog Cloud Service's "submitted shopping cart" message protocol;
- (iii) For SAP Ariba Supply Chain Collaboration: the total monetary amount of transactions processed by Customer through the Cloud Service in the applicable Subscription Term calculated by adding the total monetary amount of any Purchase Orders and/or SARs transmitted or received by or through the Ariba Network using the Ariba Commerce Automation Cloud Service.
- (iv) For SAP Ariba Spend Analysis: "Spend" or "Spend Data" mean each twelve (12) month set of accounts payable, travel & expense, and/or purchasing card data from Customer provided to SAP for data enrichment processing through the Cloud Service, including transaction data and data identifying Customer's suppliers.

(f) **"Supplier"** means, as related to SAP Ariba Commerce Automation and add-ons related to such Cloud Service, a supplier from which Customer purchases goods or services for its own account and where Documents related to those purchases are routed through the Ariba Network.

(g) **"Team Member"** means an individual who is restricted to viewing and approving a Project, Contract Workspace or Supplier Workspace.

(h) **"User"** means individuals authorized to access the Cloud Service, excluding individuals who are only Team Members.

3. ADDITIONAL TERMS.

3.1 Consulting Services. Standard Consulting Services for the initial deployment of the Cloud Services are described in the deployment descriptions made available online by SAP, in an exhibit to the Order Form, or as provided by SAP upon request. SAP provides these deployment services for the period stated in the deployment descriptions or applicable exhibit(s) or, if no period is stated, then for the initial Subscription Term. Deployment services are part of the Cloud Service for the purposes of the warranty in section 7.2 of the GTC.

3.2 Quote Automation. Customer's use of the Ariba Network and the Ariba Discovery Cloud Service as provisioned by Quote Automation (if available via Customer's subscription) is limited to the use necessary to fully utilize Quote Automation and as further described in the Documentation.

In order to utilize Quote Automation, Customer must register on the Ariba Discovery network and accept the Ariba Discovery Terms of Use in regards to functions of Quote Automation performed on the Ariba Discovery site.

- 3.3 Ariba e-Archiving.** Ariba e-Archiving, an optional feature within SAP Ariba Commerce Automation involves archiving of Invoices originating from any one of the supported countries listed in the Documentation (each a "Supported Country") during the specified retention period for such Supported Country ("Mandatory Retention Period") and within Customer's Subscription Term.
- 3.4 SAP Ariba Spot Buy Catalog and Feature.** In utilizing the Ariba Spot Buy Catalog Cloud Service or using the Ariba Spot Buy Feature, Customer agrees to participate in the Ariba Spot Buy Program in accordance with the terms for buyers found on the SAP Ariba Spot Buy program Site, as updated from time to time, (currently at <https://connect.ariba.com/AribaSpotBuy>).
- 3.5 SAP Ariba Open APIs, Integration Software and the Open API Platform.** Some of the SAP Ariba Cloud Services include the ability to use application programming interfaces, integration adapter software, development tools and system authorization codes (together referred to as "APIs") made available by SAP for the creation of applications for integration with the Cloud Services by Customer (a "Customer Solution").
- (a) Use of APIs is subject to restrictions stated in the Documentation and access to and testing of some APIs utilizes the SAP Ariba API Development Platform (found at <https://developer.ariba.com/api>). Customer must accept any separate terms and conditions presented upon download or access to the platform in order to use the platform.
 - (b) The APIs are SAP proprietary and Confidential Information and may not be modified by Customer.
 - (c) SAP may require certification, security assurances or other validation steps regarding the Customer Solution(s) developed with the API prior to enabling Customer to utilize such application in a production capacity to exchange information with the Cloud Services.
 - (d) Customer is fully responsible for ensuring that the Customer Solution remains compatible and interoperable with the Cloud Service and does not unreasonably impair, degrade or reduce the performance or security of the Cloud Service.
 - (e) Customer will defend SAP against claims brought against SAP, SAP SE, its Affiliates and subcontractors by any third party related to the Customer Solution. Customer will indemnify SAP against all damages finally awarded against SAP, SAP SE, its Affiliates and subcontractors (or the amount of any settlement Customer enters into) with respect to these claims.
 - (f) The System Availability SLA does not apply to API's.
- 3.6 Data-as-a-Service Elements.** The following terms apply to SAP Ariba Spend Analysis and SAP Ariba Supplier Risk related to the information provided to Customer by SAP ("**Database Information**"). All Database Information provided to Customer is proprietary information of SAP or its third party information providers, may not be relicensed or resold and is subject to further restrictions set forth in the Documentation. The Database Information is provided "as is" without warranty of any kind, including but not limited to warranties as to the accuracy, completeness or timeliness of the Database Information, and SAP advises Customer to independently verify such Database Information. SAP and its providers shall not be liable for any loss arising out of or in any way relating to the Database Information. SAP's Providers are third party beneficiaries of these terms. SAP and its Providers (i) shall not be liable to Customer for any loss or injury arising out of or in any way relating to the Database Information and (ii) will not be liable for consequential, incidental, special, punitive or other indirect damages.
- 3.7 Optional Add-on Services.** Customer may subscribe to certain optional add-on services or programs, such as "Ariba Network, add-on for buyer-paid supplier fees for orders and invoices" and Ariba Discovery Advantage Block Purchase. If so, any Usage Metrics or terms not stated in this Supplement will be stated in the Order Form or Documentation.

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

3.9 Data Deletion. Customer Data processed on the Ariba Network may be retained on the Ariba Network subject to SAP's operational policies. Retained data is subject to the confidentiality provisions of the Agreement and the ongoing obligations under the Data Processing Agreement.

4. DATA

For clarity, this section 4 shall be deemed one of the SAP Policies, as such term is defined elsewhere in the Agreement.

4.1 Sensitive Personal Information. Customer may not submit the following types of information to the Cloud Service or solicit this information from trading partners: (i) government identification numbers or financial account numbers associated with individual persons (e.g. U.S. Social Security numbers, driver's license numbers, or personal credit card or banking account numbers), (ii) medical records or health care claim information associated with individuals, including claims for payment or reimbursement for any type of medical care for an individual, and (iv) data designated as "Sensitive" or "Special Category" or the like requiring extra protective measures under the applicable Data Protection Law (as defined in the Data Processing Agreement).

SAP CONSULTING SERVICES SUPPLEMENTAL TERMS AND CONDITIONS ("SUPPLEMENT")

SAP and Customer ("Customer" shall mean "Licensee") have agreed that SAP delivers to Customer certain Consulting Services. These supplemental terms and conditions (the "**Supplement**") and any modifications to the Agreement made herein apply solely to Consulting Services and not to any other SAP product or service or the Cloud Service itself. In case of conflict the terms of the Scope Document shall prevail over any Service Description and the provisions of this Supplement.

1. DEFINITIONS

- 1.1 "Consultant"** means any employee or third party contractor which SAP utilizes to provide Consulting Services to Customer.
- 1.2 "Deliverables"** means those specific work products or tangible results which are explicitly identified as "Deliverable" under the applicable Order Form.
- 1.3 "Scope Document"** means the document that is provided with and becomes part of the applicable Order Form which further defines the scope of Consulting Services to be provided and other engagement specifics.
- 1.4 "Service Description"** means pre-defined descriptions of services found at <http://www.sap.com/corporate-en/about/resources/service-descriptions/index.html> in effect as of the Order Form Effective Date.

2. TERM AND TERMINATION

- 2.1 Term.** Each Consulting Service shall be effective as of the Effective Date set forth in that 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.
- 2.2 Termination for Convenience.** Consulting Services (excluding fixed-price Consulting Services) may be terminated by either party upon thirty (30) days' prior written notice.
- 2.3 Effect of Termination.** Customer shall be liable for all payments to SAP, including all fees and expenses up to the effective date of termination. All Confidential Information (excluding Consulting Services Deliverables that Customer has paid for) 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.

3. CONSULTING SERVICES WARRANTY

- 3.1 General.** SAP warrants that it will perform the Consulting Services in a professional workmanlike manner using resources with the skills reasonably required to perform such services.
- 3.2 Conformance.** SAP warrants that for ninety (90) days following provision of the Consulting Services the Deliverables will materially conform with the specifications for that Deliverable in accordance with the respective Service Description or Scope Document provided that the warranty period for Deliverables (if any) resulting from any subscription based Consulting or Cloud Services will in no event exceed the termination date of the subscription based Consulting or Cloud Services.
- 3.3 Exclusion.** SAP does not warrant error-free or uninterrupted operation of any Consulting Services or Deliverable or that SAP will correct all non-conformities.
- 3.4 Claims.** Customer shall notify SAP within ninety (90) days of provision of the Consulting 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. Provided Customer has notified SAP in accordance with this Section of a warranty breach and SAP validates the existence of such warranty breach, SAP will, at its option re-perform the applicable Consulting Services or Deliverable, or 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.

4. CHANGE REQUEST PROCEDURE

Either party can request changes to the Consulting Services in accordance with the form attached to the Order Form or included in the applicable Service Description ("**Change Request**"). SAP is not required to perform under a Change Request until agreed to and signed by the parties.

5. PROVISION OF SERVICES

- 5.1 Personnel.** The selection, assignment or replacement of Consultants is at SAP's sole discretion and SAP reserves the right to replace any Consultant at any time at its sole discretion with resource Consultant with equivalent skills.

- 5.2 Replacement.** If at any time Customer or SAP is dissatisfied with the material performance of an assigned 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).
- 5.3 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 agreed to be spent by SAP resources on such Consulting Service will be charged to Customer.
- 5.4 Rights.** Customer ensures to have all necessary license rights including third party license rights required for the Consulting Services.

6. LIMITATION OF LIABILITY, LIABILITY CAP FOR CONSULTING SERVICES

Consulting Services shall be subject to Section 10 of the GTC, except that the following shall replace and supersede Section 10.2 of 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.

7. FEEDBACK

Customer may be invited to participate in certain evaluations, presentations, meetings, surveys or discussions (collectively, "**Discussions**") for the purpose of informing Customer of SAP's business and technology direction, and to allow Customer, at its sole discretion, to provide SAP, SAP Affiliates or SAP SE 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, non-transferable (except to SAP Affiliates), royalty-free license, with the right to sublicense through multiple tiers, under applicable laws to use, publish, modify, and otherwise benefit from Feedback in any manner and via any media. Content of Discussions may include areas outside the scope of Consulting Services and may relate to any SAP software, products, solutions and/or services. Confidential Information disclosed or made available by SAP, or Customer during Discussions may only be used for the purpose of the Discussions and shall be protected from unauthorized use and disclosure in accordance with the GTC. Customer acknowledges that the information related to software, products, services, business or technology plans of SAP, disclosed during the Discussions, is only intended as possible strategies, developments, and functionalities and is not intended to bind SAP to any particular course of business, product strategy, and/or development.

8. NON-SOLICITATION

Neither party shall knowingly solicit or hire, the other party's employees involved in the Consulting Services during the performance of the Consulting Services 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.

Schedule B

End-User Support for SAP Ariba Solutions: Services Description and Terms and Conditions

END-USER SUPPORT SERVICE DESCRIPTION

End-User support services provides functional and navigational support to help diagnose, troubleshoot, and resolve customer reported incidents for the following SAP Ariba product lines (applications):

SAP Ariba Sourcing
SAP Ariba Contracts
SAP Ariba Spend Analysis
SAP Ariba Strategic Sourcing
SAP Ariba Strategic Sourcing, advanced edition
SAP Ariba SIPM
SAP Ariba Supplier Lifecycle and Performance

End-User support includes the following components:

1. BASIC END-USER SUPPORT SERVICES

1.1 Help Desk Support.

SAP will provide support services to act as a primary point of contact to address functional and navigational questions, as well as assist in the initial evaluation of technical issues. All Customer employees who are trained users of the SAP solution are able to access End-User support.

SAP will use reasonable efforts to make End-User support available from 8 PM Sunday to 8 PM Friday, EST, in English, excluding December 25 and January 1 of any calendar year.

1.2 Supplier Support

SAP will provide supplier support services to respond to technical, functional or navigational questions regarding the use of SAP solutions from Customers' suppliers (those with supplier accounts in the above mentioned product lines).

1.3 Language Support

Language support services are available in any language the user interface supports, SAP will make reasonable efforts to provide language support services available regionally during the predominant business hours for that language. SAP does not guarantee all contact methods (phone, chat, web form) for all languages.

2. Ariba SOURCING SPECIFIC SUPPORT

Additional Support Services are included to subscribers of Ariba Sourcing Basic and Ariba Sourcing Professional Solutions:

2.1 Event Day Management.

Event Day Management is a service that helps our customers ensure the smooth execution of their online negotiations. Event day management includes:

- a)** Auction Monitoring and Administration - includes identifying and removing erroneous bids, pausing auctions, and removing and reinstating suppliers during auctions;
- b)** Bidding Support - includes receiving requests from suppliers concerning functional or technical questions immediately prior to and during an on-line auction; and
- c)** Surrogate Bidding -includes providing suppliers with the option of telephone bidding by proxy through an SAP surrogate bidder.

Event Day Management support will be available during the same times and languages identified in Section 1.3 above.

2.2 Sourcing Support Desk.

SAP sourcing experts will review client projects in draft format and provide general recommendations for best practices in event setup through the sourcing support desk. Recommendations include (non-commodity specific) advice regarding site functionality, online bidding formats, lot structure, bidding parameters, etc. A report of the review is emailed to the client documenting the team's findings. The sourcing support desk service is available in English from 8am to 5pm EST, Monday through Friday.

SERVICE LEVEL AGREEMENT FOR SAP CLOUD SERVICES ("SLA")

1. SERVICE LEVEL AGREEMENT

This Service Level Agreement for SAP Cloud Services sets forth the System Availability SLA for the productive version of the applicable SAP Cloud Services to which customer has subscribed ("**Cloud Services**") in an Order Form with SAP.

This Service Level Agreement for SAP Cloud Services shall not apply to any SAP Cloud Service for which a System Availability service level is explicitly set forth in the applicable Supplemental Terms and Conditions for such SAP Cloud Service or for which the applicability of service levels is explicitly excluded in the Agreement.

2. DEFINITIONS

"**Downtime**" means the Total Minutes in the Month during which the productive version of the applicable Cloud Service is not available, except for Excluded Downtimes.

"**Local Time**" means, except as otherwise expressly defined in Section 4 below, the following time zones:

Coordinated Universal Time ("UTC") UTC-4, Americas (summer); UTC-5, Americas (EST winter); UTC+2, Europe (summer); UTC+1, Europe (CET winter); UTC+8, APJ

"**Month**" means a calendar month.

"**Monthly Subscription Fees**" means the monthly (or 1/12 of the annual fee) subscription fees paid for the Cloud Service which did not meet the System Availability SLA.

"**Total Minutes in the Month**" are measured 24 hours at 7 days a week during a Month.

3. SYSTEM AVAILABILITY SLA AND CREDITS

3.1 Claim process, Reports.

Customer may claim a credit in the amount described in the table of Section 3.2 below in case of SAP's failure to meet the System Availability SLA, which credit Customer may apply to a future invoice relating to the Cloud Service that did not meet the System Availability SLA.

Claims under this Service Level Agreement must be made in good faith and by submitting a support case within thirty (30) business days after the end of the relevant Month in which SAP did not meet the System Availability SLA.

SAP will provide to customers a monthly report describing the System Availability percentage for the applicable Cloud Service either (i) by email following a customer's request to its assigned SAP account manager, (ii) through the Cloud Service or (iii) through an online portal made available to customers, if and when such online portal becomes available.

3.2 System Availability

System Availability percentage is calculated as follows:

$$\text{System Availability\%age} = \left[\left(\frac{\text{Total Minutes in the Month} - \text{Downtime}}{\text{Total Minutes in the Month}} \right) * 100 \right]$$

System Availability SLA ("SLA")	99.5% System Availability percentage during each Month for productive versions
Credit	2% of Monthly Subscription Fees for each 1% below SLA, not to exceed 100% of Monthly Subscription Fees
Excluded Downtime	Total Minutes in the Month attributable to: (i) a Scheduled Downtime for which a Regular Maintenance Window is described in Section 4 below, or (ii) any other Scheduled Downtime according to Section 4 for which the customer has been notified at least five (5) business days prior to such Scheduled Downtime or (iii) unavailability caused by factors outside of SAP's reasonable control, such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised.
Scheduled Downtime	Scheduled Downtime for the applicable Cloud Services to which customer has subscribed is set forth in Section 4 below entitled "Maintenance Windows for Cloud Services".

4. MAINTENANCE WINDOWS FOR SAP CLOUD SERVICES

SAP can use the following maintenance windows for Scheduled Downtimes as listed below. Where "Local Time" is referenced, this refers to the location of the data center where the SAP Cloud Service is hosted. SAP will provide Customer reasonable notice without undue delay of any major upgrades or emergency maintenance to the Cloud Services.

SAP Agile Data Management

	Maintenance Windows
Regular Maintenance Windows	Weekly Friday 5:00 p.m. to 7:00 p.m. (Summer UTC - 7, Winter UTC-8)
Major Upgrades	Up to 12 times per year from Friday 5:00 p.m. to Saturday 12:00 a.m (Summer UTC - 7, Winter UTC-8)

SAP Anywhere

	Maintenance Windows
Regular Maintenance Windows	Weekly Tuesdays for no more than 2 hours from 11:00 p.m. to 3:00 a.m. Local Time, and at any time upon 5 days' notice from SAP for up to 4 hours.
Major Upgrades	None

SAP Ariba Cloud Offerings

	Maintenance Windows
Regular Maintenance Windows	Saturday, 8:00 a.m. to Saturday, 8:00 p.m. Summer UTC – 7/ Winter UTC-8

SAP reserves the right to extend or change the times of the Regular Maintenance Window for SAP Ariba Cloud Services, subject to customer rights contained in the GTC. Notwithstanding Section 3.2 of this Service Level Agreement, SAP will use commercially reasonable efforts to notify Customers at least 72 hours prior to the occurrence of Scheduled Downtime for SAP Ariba Cloud Services.

SAP Assessment Management by Questionmark

	Maintenance Windows
Regular Maintenance Windows	Third Saturday of each month Americas data centers: 5:00 a.m. to 5:00 p.m. Local Time ; and Europe data centers: 10:00 a.m. to 10:00 p.m. UTC for data center(s) located in Europe.

SAP Asset Intelligence Network

	Maintenance Windows
Regular Maintenance Windows	Once every four weeks on Tuesday for 6 hours between 4:30 a.m. and 4:30 p.m. Local Time (Europe). Note : 1st regular maintenance window is in 6 weeks post Major upgrade
Major Upgrades	Once per calendar quarter on Friday for 6 hours between 4:30 a.m. and 4:30 p.m. Local Time (Europe).
Emergency Maintenance	Only as required for emergency fixes, any day of the week, if possible 2 hours from 4:30 a.m. to 4:30 pm. Local Time (Europe).

SAP Browse Manager and Conversion Manager, hybris Merchandising

	Maintenance Windows
Regular Maintenance Windows	Weekly, between 6:00 p.m. Friday and 3:00 a.m. Monday, Local Time (Americas).

SAP BusinessByDesign

	Maintenance Windows
Regular Maintenance Windows	Weekly, Sunday 2:00 a.m. to Sunday 6:00 a.m. Local Time.
Major Upgrades	Up to 4 times per year from Saturday 6:00 a.m. to Sunday 6:00 a.m. Local Time.

SAP BusinessObjects Cloud (formerly Cloud for Analytics)

	Maintenance Windows
Regular Maintenance Windows	Europe data centers: Weekly Friday – 10:00 p.m. to 1:00 a.m. Saturday Local Time. Americas data centers: Weekly Sunday – 8:00 p.m. to 11:00 p.m. Local Time Australia data centers: Weekly Saturday – 7:00 a.m. to 10:00 a.m. Winter UTC + 10) / Summer UTC+11).
Major Upgrades	Europe data centers: Weekly, Friday 2:00 p.m. to 5:00 p.m. Local Time. Americas data centers: Weekly, Friday 5:00 a.m. to 8:00 a.m. Local Time. Australia data centers: Weekly, Friday 6:00 p.m. to 9:00 p.m. Winter UTC + 10 / Summer UTC+11.

SAP BusinessObjects Roambi

	Maintenance Windows
Regular Maintenance Windows	Weekly, Wednesday from 7:00 p.m. to 9:00 p.m. Local Time
Major Upgrades	Up to 4 times per year from Saturday 9:00 a.m. to Saturday 9:00 p.m. UTC-7 (Summer), UTC-8 (Winter).

SAP BusinessOne Cloud Deployment Services

	Maintenance Windows
Regular Maintenance Windows	Americas data center: Weekly, Monday 3:00 a.m. to 7:00 a.m. Local Time. In this downtime Business One Add-Ons and Extensions cannot be deployed and re-started.
Major Upgrades – SAP HANA Cloud Platform	In this downtime Business One Add-Ons and Extensions cannot be deployed and re-started. Local Time (Europe).
SAP Cloud Appliance Library Upgrades**	Once per calendar month, during a one (1) hour window made known by SAP at least one (1) week in advance.

SAP Cloud Appliance Library

	Maintenance Windows
Regular Maintenance Windows	Bi-weekly, in odd calendar weeks (e.g., calendar week 1, 3, 5, etc.), Thursday morning 7:00 a.m. to 8:00 a.m. Local Time (Europe).
Major Upgrades – SAP HANA Cloud Platform	Up to 4 times per year from Friday 10:00 p.m. to Monday 3:00 a.m. Local Time (Europe).
SAP Cloud Appliance Library Upgrades**	Once per calendar month, during a one (1) hour window made known by SAP at least one (1) week in advance.

** Maintenance Windows for the SAP Cloud Appliance Library are separate from and in addition to Maintenance Windows for the SAP HANA Cloud Platform, both of which are applicable to the Cloud Service.

SAP Cloud for EPM (Includes Cloud for Planning)

	Maintenance Windows
Regular Maintenance Windows	Americas data centers: Sunday – 8:00 p.m. to 11:00 p.m. Local Time. Europe data centers: Friday – 10:00 p.m. to 1:00 a.m. Saturday Local Time. Australia data centers: Weekly: Saturday – 7:00 a.m. to 10:00 a.m. Standard Time UTC + 10 Daylight Time UTC+11.
Major Upgrades	Americas data centers 5:00 a.m. to 8:00 a.m. Local Time. Europe data centers: 2:00 p.m. to 5:00 p.m. Local Time. Australia data centers: Weekly, Friday: 6:00 p.m. to 9:00 p.m. Standard Time UTC + 10 Daylight Time UTC+11.

SAP Cloud for Product Stewardship

	Maintenance Windows
Regular Maintenance Windows	Bi-Weekly, Thursday 11:00 a.m. to Thursday 11:45 a.m. Local Time.
Major Upgrades	Up to 4 times per year from Thursday 11:00 a.m. to Friday 11:00 a.m. Local Time.

SAP Cloud for Travel and Expense

	Maintenance Windows
Regular Maintenance Windows	Weekly, Sunday 2:00 a.m. to Sunday 6:00 a.m. Local Time.
Major Upgrades	Up to 4 times per year from Saturday 6:00 a.m. to Sunday 6:00 a.m. Local Time.

SAP Communication Center by Ancile

	Maintenance Windows
Regular Maintenance Windows	Customer may select from any one of the following maintenance window options: (1) Tuesday and Thursday from 2:00 a.m. to 4:00 a.m. Local Time; or (2) Saturday from 2:00 a.m. to 6:00 a.m. Local Time.
Major Upgrades	Up to 4 times per year from Friday 10:00 p.m. to Saturday 10:00 p.m. Local Time.

SAP Productivity Pak by Ancile

	Maintenance Windows
Regular Maintenance Windows	Weekly, Saturday from 9:00 p.m. to Sunday 3:00 a.m. Local Time
Major Upgrades	Up to 4 times per year from Saturday 9:00 p.m. to Sunday 3:00 a.m. Local Time.

Concur

	Maintenance Windows
Regular Maintenance Windows	America data centers: Daily 8PM – 10PM Local Time Europe data centers: Daily 8PM – 10PM UTC+1 China data centers: Daily 8PM – 10PM Local Time.
Major Upgrades	Only as required for emergency fixes, after 7:00 p.m. Local Time to the data center.

SAP Connected Goods

	Maintenance Windows
Regular Maintenance Windows	Weekly, Sunday 4:30 a.m. to 6:30 a.m. Local Time (Europe) .
Major Upgrades	Up to 4 times per year on Fridays 10:00 p.m. to Monday 3:00 a.m. Local Time

SAP Connected Logistics

	Maintenance Windows
Regular Maintenance Windows	Weekly, Monday and Thursday morning 4:30 a.m. to 6:30 a.m. Local Time (Europe) .
Major Upgrades	Up to 4 times per year on any weekday from 4:30 a.m. to 8:30 a.m. Europe.

SAP Contact Center, Cloud Edition

	Maintenance Windows
Regular Maintenance Windows	Weekly, Wednesday 1:00 a.m. – 5:00 a.m. Local Time
Major Upgrades	Quarterly, Friday 10:00 p.m. – Monday 3:00 a.m. Local Time

SAP Event Ticketing, SAP Event Ticketing Pro

	Maintenance Window
Regular Maintenance Windows	From midnight to 6:00 a.m. Mondays and Wednesdays, Local Time.
Major Upgrades	Max. 2 per year from 10:00 p.m. on a Friday to 4:00 a.m. on a Monday, Local Time.

SAP Financial Services Network

	Maintenance Windows
Regular Maintenance Windows	Weekly, Sunday 4:00 a.m. to Sunday 6:00 a.m. Local Time.
Major Upgrades	Up to 4 times per year from Friday 10:00 p.m. to Monday 3:00 a.m. Local Time.

SAP Financial Statements Insights

	Maintenance Windows
Regular Maintenance Windows	Bi-Weekly, Friday 06 a.m. to 09 a.m. Local Time (Europe)
Major Upgrades	Up to 4 times per year from Saturday 8:00 a.m. to 2:00 p.m. Local Time (Europe)

SAP Fiori, cloud service

	Maintenance Windows
Regular Maintenance Windows	<p>Bi-weekly, in odd calendar weeks (e.g., calendar week 1, 3, 5, etc.) during the following times:</p> <p>For data centers in Europe: Thursday morning 7:00 a.m. to 9:00 a.m. Local Time</p> <p>For data centers in the United States: 3:00 a.m. to 5:00 a.m. Local Time</p> <p>For data centers in Australia: 10:00 p.m. to 12:00 p.m. Standard Time UTC+10) / 11:00 p.m. to 13:00 a.m. Daylight Time UTC+11.</p> <p>Note: During this downtime Platform Applications cannot be deployed and restarted. Platform Applications already deployed and running will not be affected</p>
Major Upgrades	Up to 4 times per year from Saturday 8:00 a.m. to 3:00 p.m. Local Time (Europe)

SAP Forms as a Service by Adobe

	Maintenance Windows
Regular Maintenance Windows	Bi-weekly, in odd calendar weeks (e.g., calendar week 1, 3, 5, etc.), Thursday morning 7:00 a.m. to 8:00 a.m. Local Time (Europe).
Major Upgrades	Friday 10:00 p.m. to Monday 3:00 a.m. Local Time (Europe) once per calendar quarter.

SAP HANA Cloud Platform

	Maintenance Windows
Regular Maintenance Windows	<p>Bi-weekly, in odd calendar weeks (e.g., calendar week 1, 3, 5, etc.) during the following times:</p> <p>Europe data centers: Thursday morning 7:00 a.m. to 8:00 a.m. Local Time</p> <p>Americas data centers: 3:00 a.m. to 4:00 a.m. Local Time</p> <p>Australia data centers: 10:00 p.m. to 11:00 p.m. Standard Time UTC+10 / 11:00 p.m. to 12:00 a.m. Daylight Time UTC+11.</p> <p>During this downtime, Platform Applications cannot be deployed and restarted. Platform Applications already deployed and running will not be affected.</p> <p>Exceptions to the above:</p> <p>SAP HANA Cloud Platform, API Management; SAP HANA Cloud Platform, integration service: Weekly, Sunday 4:30 am – 6:30 am Local Time</p> <p>SAP HANA Cloud Platform, mobile service for security: Bi-weekly, in odd calendar weeks (e.g., calendar week 1, 3, 5, etc.), Saturday 2:00 a.m. to 10:00 a.m. Local Time (Americas)</p> <p>SAP HANA Cloud Platform, analytics service: Refer to SAP BusinessObjects Cloud</p>

Major Upgrades	<p>Up to 4 times per year from Saturday 8:00 a.m. to 2:00 p.m. Local Time (Europe)</p> <p>Exceptions to the above:</p> <p>SAP HANA Cloud Platform, API Management;</p> <p>SAP HANA Cloud Platform, integration service;</p> <p>SAP HANA Cloud Platform, mobile service for security:</p> <p>Up to 4 times per year from Friday 10:00 p.m. to Monday 3:00 a.m. Local Time.</p> <p>SAP HANA Cloud Platform, analytics service: Refer to SAP Cloud for Analytics</p>
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SAP HANA Cloud Platform Identity Authentication

	Maintenance Windows
Regular Maintenance Windows	<p>Bi-Weekly, Odd calendar weeks:</p> <p>Americas data centers: Tuesday 3:00 a.m. to 4:00 a.m. Local Time</p> <p>Europe data centers: Wednesday afternoon 2:00 p.m. to 3:00 p.m. Local Time</p> <p>Australia data centers: Standard Time UTC+10/Daylight Time UTC+11</p>
Major Upgrades	Up to 4 times per year from Saturday 8:00 a.m. to 2:00 p.m. Local Time (Europe).

SAP Health Engagement

	Maintenance Windows
Regular Maintenance Windows	<p>Europe data centers: Tuesday from 5:00 a.m. to 7:00 a.m. Local Time/Friday from 5:00 a.m. to 7:00 a.m. Local Time</p> <p>Americas data centers: Tuesday from 12:00 a.m. to 2:00 a.m. Local Time/Friday from 12:00 a.m. to 2:00 a.m. Local Time</p>
Major Upgrades	<p>Europe data centers: Up to 4 times per year from Friday 5:00 a.m. to 11:00 a.m. Local Time</p> <p>Americas data centers: Up to 4 times per year from Friday 12:00 a.m. to 06:00 a.m. Local Time</p>

SAP Hybris Sales and SAP Hybris Service

	Maintenance Windows
Regular Maintenance Windows	Weekly, Sunday 2:00 a.m. to Sunday 6:00 a.m. Local Time.
Major Upgrades	Up to 4 times per year from Saturday 6:00 am to Sunday 6:00 a.m. Local Time.

SAP hybris Merchandising

	Maintenance Windows
Regular Maintenance Windows	Weekly, between 6:00 p.m. Friday and 3:00 a.m. Monday, Local Time (Americas)

SAP hybris Service Engagement Center

	Maintenance Windows
Regular Maintenance Windows	Weekly, Wednesday from 1:00 a.m. to 5:00 a.m. Local Time.
Major Upgrades	Up to 4 times per year from 11:00 p.m. Friday to Monday 3:00 a.m. Local Time

SAP Innovation Management

	Maintenance Windows
Regular Maintenance Windows	Weekly, Sunday 4:00 a.m. to 6:00 a.m. Local Time.
Major Upgrades	Quarterly, Friday 10:00 p.m. to Monday 3:00 p.m. Local Time

SAP Integrated Business Planning (formerly SAP Sales & Operations Planning)

	Maintenance Windows
Regular Maintenance Windows	Weekly, Sunday 2:00 a.m. to 6:00 a.m. Local Time.
Major Upgrades	Friday 10:00 p.m. to Monday 3:00 a.m. Local Time once per quarter.
Minor Upgrades	Sunday 2:00 a.m. to 2:00 p.m. Local Time once per quarter.

SAP IoT Application Enablement

	Maintenance Windows
Regular Maintenance Windows	Weekly, Monday from 8:00 a.m. to 10:00 a.m. Local Time.
Major Upgrades	Up to 4 times per year from Saturday 08:00 a.m. to Saturday 08:00 p.m. Local Time.
Minor Upgrades	Sunday 2:00 a.m. to 2:00 p.m. Local Time once per quarter.

SAP Knowledge Central by Mindtouch

	Maintenance Windows
Regular Maintenance Windows	Tuesday and Thursday from 2:00 a.m. to 4:00 a.m. Local Time; or Saturday from 2:00 a.m. to 6:00 a.m. Local Time.
Major Upgrades	Up to 4 times per year from Friday 10:00 p.m. to Saturday 10:00 p.m. Local Time.

SAP Lumira Cloud

	Maintenance Windows
Regular Maintenance Windows	Bi-weekly, in odd calendar weeks (e.g., calendar week 1, 3, 5, etc.), Thursday morning 7:00 a.m. to 8:00 a.m. Local Time (Europe).
Major Upgrades	Up to 4 times per year from Friday 10:00 p.m. to Monday 3:00 a.m. Local Time (Europe)

SAP Precision Marketing

	Maintenance Windows
Regular Maintenance Windows	Bi-weekly, Wednesday morning 4:00 a.m. to 6:00 a.m. Local Time (Europe).
Major Upgrades	Up to 4 times per year from Friday 10:00 pm to Monday 3:00 a.m. Local Time (Europe).

SAP Predictive Maintenance and Service, Cloud Edition

	Maintenance Windows
Regular Maintenance Windows	Weekly Friday 4:00 p.m. to 6:00 p.m. Local Time (Europe).
Major Upgrades	Up to 8 times per year from Friday 4:00 p.m. to Monday 8:00 a.m. Local Time (Europe).

SAP Product Stewardship Network

	Maintenance Windows
Regular Maintenance Windows	Tuesdays and Thursdays from 8:00 a.m. to 9:00 a.m. Local Time (Europe).
Major Upgrades	Up to 4 times per year from Tuesday 5:00 a.m. to Tuesday 12:00 p.m. Local Time (Europe).
Emergency Maintenance	Only as required for emergency fixes, any day of the week, if possible from 8:00 a.m. to 9:00 a.m. Local Time (Europe).

SAP RealSpend

	Maintenance Windows
Regular Maintenance Window	Bi-Weekly, Friday 6:00 a.m. to 9:00 a.m. Local Time (Europe)
Major Upgrades	Up to four times per year from Saturday 8:00 a.m. to 2:00 p.m. Local Time Europe

SAP Resolve

	Maintenance Windows
Regular Maintenance Window	Third Saturday of each month, 9:00 p.m. to 11:00 p.m. Local Time (Americas)
Major Upgrades	Up to four times per year from Friday 10:00 p.m. to Monday 3:00 a.m. Local Time (Americas)

S/4HANA Cloud Edition

	Maintenance Windows
Regular Maintenance Windows	Weekly, Sunday 2:00 a.m. to Sunday 6:00 a.m. Local Time.
Major Upgrades	Up to 4 times per year from Friday 10:00 p.m. to Monday 3:00 a.m. Local Time.

S/4HANA Finance Cloud for customer payments. S/4HANA Finance Cloud for Credit integration

	Maintenance Windows
Regular Maintenance Windows	Bi-Weekly, odd calendar weeks: Thursday 9:00 a.m. to 10:00 a.m. Local Time
Major Upgrades	Up to 4 times per year from Saturday 8:00 a.m. to 2:00 p.m. Local Time.

SAP Sentinel cloud edition

	Maintenance Windows
Regular Maintenance Windows	Daily, 3:00 a.m. to 6:00 a.m. Local Time, Tuesday through Saturday
Major Upgrades	Up to 4 times a year Saturday 10:00 p.m. to Monday 6:00 a.m. Local Time

SAP Signature Management by DocuSign

To the extent maintenance must be performed on the Cloud Service, SAP shall use maintenance windows for planned downtimes applicable to the SAP cloud solution associated with use of the Cloud Service.

SAP SportsOne

	Maintenance Windows
Regular Maintenance Windows	Bi-weekly, Tuesday 6:00 a.m. to Tuesday 8:00 a.m. Local Time Thursdays 6:00 a.m. to Thursday 7:00 a.m. Local Time
Major Upgrades	Once per year, 8 hours

SAP SuccessFactors Business Execution Suite and SAP Learning Hub (except Employee Central Payroll)

	Maintenance Windows
Regular Maintenance Windows	Europe data centers: weekly, 00:00 Saturday to 7:00 a.m. Saturday GMT; 00:00 Sunday to 7:00 a.m. Sunday GMT; North America data centers: weekly, midnight (Friday-Saturday) to 7:00 a.m. Saturday Local Time Europe data centers: weekly, midnight (Friday-Saturday) to 7:00 a.m. Saturday Local Time; Russia data center: weekly, 00:00 Saturday to 7:00 a.m. Saturday UTC+3; 00:00 Sunday to 7:00 a.m. Sunday UTC+3 APJ data center: weekly, midnight (Friday-Saturday) to 7:00 a.m. Saturday Standard Time UTC+10 and midnight (Saturday-Sunday) to 7:00 a.m. Sunday Standard Time UTC +10; China data center: weekly, midnight (Friday-Saturday) to 7:00 a.m. Saturday UTC+8 and midnight (Saturday-Sunday) to 7:00 a.m. Sunday UTC+8. Brazil data center: Weekly, Midnight (Saturday-Sunday) to 7:00 a.m. (Sunday) UTC-3

SAP SuccessFactors Email Encryption

	Maintenance Windows
Regular Maintenance Windows	Americas data centers: weekly, midnight (Friday-Saturday) to 7:00 a.m. Saturday U.S. Eastern Time and midnight (Saturday-Sunday) to 7:00 a.m. Sunday Local Time Europe data centers: weekly, midnight (Friday-Saturday) to 7:00 a.m. Saturday GMT and midnight (Saturday-Sunday) to 7:00 a.m. Sunday Local Time APJ data center: weekly, midnight (Friday-Saturday) to 7:00 a.m. Saturday and midnight (Saturday-Sunday) to 7:00 a.m. Sunday UTC+10; and China data center: weekly, midnight (Friday-Saturday) to 7:00 a.m. Saturday and midnight (Saturday-Sunday) to 7:00 a.m. UTC+8.

SAP SuccessFactors Employee Central Payroll

	Maintenance Windows
Regular Maintenance Windows	Americas data center: weekly, Saturday 1:00 – 5:00 a.m. Local Time (Americas); Europe data center: American customers: weekly, Saturday 1:00 – 5:00 a.m. Local Time (Americas); All other customers: weekly, Saturday 12:00 a.m.– 4:00 a.m. UTC; APJ data center: weekly, Friday 1:00 – 5:00 a.m. UTC+11;

SAP Jam Collaboration

	Maintenance Windows
Regular Maintenance Windows*	Americas data center: Weekly, midnight (Thursday-Friday) to 1:00 a.m. Friday Local Time; Europe data center: Weekly, 11:00 p.m. Thursday to midnight (Thursday-Friday) Local Time; and China data center: Weekly, Saturday, 1:00 a.m. to 2:00 a.m., UTC+8. Australia data center: Weekly, Saturday, 4:00 a.m. to 5:00 a.m., UTC+10; Brazil data center: Weekly, Friday, 1:00 a.m. to 4:00 a.m. UTC-3

*In addition to the maintenance windows for the SAP SuccessFactors Business Execution Suite

SAP Jam Communities

	Maintenance Windows
Regular Maintenance Windows	Americas Data Centers: Local Time Weekly, Thursday 5:00 p.m. to 6:00 p.m. Weekly, midnight (Friday-Saturday) to 7:00 a.m. Saturday Weekly, midnight (Saturday-Sunday) to 7:00 a.m. Sunday Europe data centers Local Time: Weekly, Friday during the hours of 3:00 a.m. to 4:00 a.m. Weekly, midnight (Friday-Saturday) to 7:00 a.m. Saturday Weekly, midnight (Saturday-Sunday) to 7:00 a.m. Sunday

Recruiting Marketing

	Maintenance Windows
Regular Maintenance Windows	Americas data center: Weekly, Fridays from 11:00 p.m. to Saturday 3:00 a.m. and Saturdays from 7:00 a.m. to 10:00 a.m. Local Time

SAP Time and Attendance Management by Workforce Software, SAP Workforce Forecasting and Scheduling by WorkForce Software

	Maintenance Windows
Regular Maintenance Windows	Weekly, Sunday 2:00 a.m. to 6:00 a.m., Local Time

SAP Trade Repository Reporting by Virtusa

	Maintenance Windows
Regular Maintenance Windows	Weekdays between 6:00 p.m. and 8:00 p.m. and the fourth Tuesday every month between 12:00 midnight and 4:00 a.m. Local Time (Europe)
Major Upgrades	Saturday 6:00 a.m. to Sunday 9:00 p.m. Local Time (Europe)

SAP TwoGo

	Maintenance Windows
Regular Maintenance Windows	As required with one day notice to site administrator of Customer.
Major Upgrades	Up to once a month from Friday 10:00 p.m. to Monday 3:00 a.m. Local Time (Europe)

SAP U.S. Benefits Management by Benefitfocus

	Maintenance Windows
Regular Maintenance Windows	Friday 11:00 p.m. to Saturday 7:00 a.m. Local Time.

SAP User Experience Management by Knoa

	Maintenance Windows
Regular Maintenance Windows	Saturday 5:00 a.m. to 5:00 p.m. U.S. Local Time and Wednesday 10:00 p.m. to midnight Local Time for data centers located in the U.S.; Wednesday 10:00 p.m. to midnight Central European Time (CET) for data centers located in Europe.
Major Upgrades	Saturday 5:00 a.m. to 5:00 pm Eastern Standard Time and Wednesday 10:00 p.m. to midnight Eastern Standard Time for data centers located in the U.S.; Wednesday 10:00 pm to midnight Central European Time for data centers located in Europe

SAP Vehicle Insights

	Maintenance Windows
Regular Maintenance Windows	Tuesday 6:00 p.m. to 10:00 p.m. Local Time for data centers in Europe and 2:00 a.m. to 6:00 a.m. Local Time for data centers in the United States
Major Upgrades	Monthly: First Saturday of the month from 8:00 a.m. to 8:00 p.m. Local Time for data center in Europe and United States.

SAP Vehicles Network

	Maintenance Windows
Regular Maintenance Windows	Weekly, Sunday 8:00 a.m. to 10:00 a.m. Local Time.
Major Upgrades	Quarterly, Saturday 10:00 p.m. to Monday 06:00 a.m. Local Time.

SAP Work Manager, Cloud Edition

	Maintenance Windows
Regular Maintenance Windows	Up to 12 times per year, Thursday 9:00 p.m. to 11:00 p.m. UTC+3.

SAP Workforce Performance Builder

	Maintenance Windows
Regular Maintenance Windows	Weekly, Thursday 4:00 p.m. to Thursday 8:00 p.m. Local Time.
Major Upgrades	Up to 4 times per year from Thursday 4:00 p.m. to Friday 6:00 a.m. Local Time.

Schedule D

PERSONAL DATA PROCESSING AGREEMENT FOR SAP CLOUD SERVICES

1. BACKGROUND

1.1 Purpose.

This document is a data processing agreement ("DPA") between SAP and Customer and applies to Personal Data provided by Customer and each Data Controller in connection with their use of the Cloud Service. It states the technical and organizational measures SAP uses to protect Personal Data that is stored in the production system of the Cloud Service.

1.2 Application of the Standard Contractual Clauses Document.

If processing of Personal Data involves an International Transfer, the Standard Contractual Clauses apply as stated in Section 5 and are incorporated by reference.

1.3 Governance.

Except as provided in Section 5.2, Customer is solely responsible for administration of all requests from other Data Controllers. Customer will bind any other Data Controller it permits to use the Cloud Service to the terms of this DPA.

2. APPENDICES

Customer and its Data Controllers determine the purposes of collecting and processing Personal Data in the Cloud Service. Appendix 1 states the details of the processing SAP will provide via the Cloud Service. Appendix 2 states the technical and organizational measures SAP applies to the Cloud Service, unless the Agreement states otherwise.

3. SAP OBLIGATIONS

3.1 Instructions from Customer.

SAP will follow instructions received from Customer (on its own behalf or on behalf of its Data Controllers) with respect to Personal Data, unless they are (i) legally prohibited or (ii) require material changes to the Cloud Service. SAP may correct or remove any Personal Data in accordance with the Customer's instruction. If SAP cannot comply with an instruction, it will promptly notify Customer (email permitted).

3.2 Data Secrecy.

To process Personal Data, SAP and its Subprocessors will only use personnel who are bound to observe data and telecommunications secrecy under the Data Protection Law. SAP and its Subprocessors will regularly train individuals having access to Personal Data in data security and data privacy measures.

3.3 Technical and Organizational Measures.

- (a) SAP will use the appropriate technical and organizational measures stated in Appendix 2.
- (b) Appendix 2 applies to the production system of the Cloud Service. Customer should not store any Personal Data in non-production environments.
- (c) SAP provides the Cloud Service to SAP's entire customer base hosted out of the same data center and receiving the same Cloud Service. Customer agrees SAP may improve the measures taken in Appendix 2 in protecting Personal Data so long as it does not diminish the level of data protection.

3.4 Security Breach Notification.

SAP will promptly inform Customer if it becomes aware of any Security Breach.

3.5 Cooperation.

At Customer's request, SAP will reasonably support Customer or any Data Controller in dealing with requests from Data Subjects or regulatory authorities regarding SAP's processing of Personal Data.

4. SUBPROCESSORS

4.1 Permitted Use.

(a) Customer and Data Controllers authorize SAP to subcontract the processing of Personal Data to Subprocessors. SAP is responsible for any breaches of the Agreement caused by its Subprocessors.

(b) Subprocessors will have the same obligations as SAP does as a Data Processor (or Subprocessor) with regard to their processing of Personal Data.

(c) SAP will evaluate the security, privacy and confidentiality practices of a Subprocessor prior to selection. Subprocessors may have security certifications that evidence their use of appropriate security measures. If not, SAP will regularly evaluate each Subprocessor's security practices as they relate to data handling.

(d) If Customer requests, SAP will inform Customer of the name, address and role of each Subprocessor it uses to provide the Cloud Service.

4.2 New Subprocessors.

SAP's use of Subprocessors is at its discretion, provided that:

(a) SAP will notify Customer in advance (by email or by posting on the Support Portal) of any changes to the list of Subprocessors in place on the Effective Date (except for Emergency Replacements or deletions of Subprocessors without replacement).

(b) If Customer has a legitimate reason that relates to the Subprocessors' processing of Personal Data, Customer may object to SAP's use of a Subprocessor, by notifying SAP in writing within thirty days after receipt of SAP's notice. If Customer objects to the use of the Subprocessor, the parties will come together in good faith to discuss a resolution. SAP may choose to: (i) not use the Subprocessor or (ii) take the corrective steps requested by Customer in its objection and use the Subprocessor. If none of these options are reasonably possible and Customer continues to object for a legitimate reason, either party may terminate the Agreement on thirty days' written notice. If Customer does not object within thirty days of receipt of the notice, Customer is deemed to have accepted the new Subprocessor.

(c) If Customer's objection remains unresolved sixty days after it was raised, and SAP has not received any notice of termination, Customer is deemed to accept the Subprocessor.

4.3 Emergency Replacement.

SAP may change a Subprocessor where the reason for the change is outside of SAP's reasonable control. In this case, SAP will inform Customer of the replacement Subprocessor as soon as possible. Customer retains its right to object to a replacement Subprocessor under Section 4.2(b).

5. INTERNATIONAL TRANSFERS

5.1 Limitations on International Transfer.

Personal Data from an EEA or Swiss Data Controller(s) may only be exported or accessed by SAP or its Subprocessors outside the EEA or Switzerland ("**International Transfer**"):

(a) If the recipient, or the country or territory in which it processes or accesses Personal Data, ensures an adequate level of protection for the rights and freedoms of Data Subjects in relation to the processing of Personal Data as determined by the European Commission; or

(b) in accordance with Section 5.2.

5.2 Standard Contractual Clauses and Multi-tier Framework.

(a) The Standard Contractual Clauses apply where there is an International Transfer to a country that does not ensure an adequate level of protection for the rights and freedoms of Data Subjects in relation to the processing of Personal Data as determined by the European Commission.

(b) For Third Country Subprocessors, SAP has entered into the unchanged version of the Standard Contractual Clauses prior to the Subprocessor's processing of Personal Data. Customer hereby (itself as well as on behalf of each Data Controller) accedes to the Standard Contractual Clauses between SAP and the Third Country Subprocessor. SAP will enforce the Standard

Contractual Clauses against the Subprocessor on behalf of the Data Controller if a direct enforcement right is not available under Data Protection Law.

(c) Nothing in this DPA will be construed to prevail over any conflicting clause of the Standard Contractual Clauses.

6. CERTIFICATIONS AND AUDITS

6.1 Customer Audits.

Customer or its independent third party auditor may audit SAP's control environment and security practices relevant to Personal Data processed by SAP only if:

(a) SAP has not provided sufficient evidence of its compliance with the technical and organizational measures that protect the production systems of the Cloud Service through providing either: (i) a certification as to compliance with ISO 27001 or other standards (scope as defined in the certificate); or (ii) a valid ISAE3402 and/or ISAE3000 attestation report. Upon Customer's request -SOC Audit reports or ISO certifications are available through the third party auditor or SAP;

(b) A Security Breach has occurred;

(c) Customer or another Data Controller has reasonable grounds to suspect that SAP is not in compliance with its obligations under this DPA;

(d) An audit is formally requested by Customer's or another Data Controller's data protection authority; or

(e) Mandatory Data Protection Law provides Customer with a direct audit right.

Where Customer audits SAP's environment, SAP will reasonably support Customer in its audit processes.

6.2 Audit Restrictions.

The Customer audit will be limited to once in any twelve month period, and limited in time to a maximum of 3 business days and scope as reasonably agreed in advance between the parties. Reasonable advance notice of at least sixty days is required, unless Data Protection Law requires earlier audit. SAP and Customer will use current certifications or other audit reports to minimize repetitive audits. Customer and SAP will each bear their own expenses of audit, unless the Customer is auditing under Section 6.1 (c) (unless such audit reveals a breach by SAP in which case SAP shall bear its own expenses of audit), 6.1 (d) or 6.1 (e). In those cases, Customer will bear its own expense and the cost of SAP's internal resources required to conduct the audit. If an audit determines that SAP has breached its obligations under the Agreement, SAP will promptly remedy the breach at its own cost.

7. EU ACCESS

7.1 Optional Service.

If included in the Order Form, SAP agrees to provide EU Access for the eligible Cloud Service as stated in this Section 7.

7.2 EU Access.

SAP will use only European Subprocessors to provide support requiring access to Personal Data in the Cloud Service.

7.3 Data Center Location.

Upon the Order Form Effective Date, the Data Centers used to host Personal Data in the Cloud Service are located in the EEA or Switzerland. SAP will not migrate the Customer instance to a Data Center outside the EEA or Switzerland without Customer's prior written consent (email permitted). If SAP plans to migrate the Customer instance to a data center within the EEA or to Switzerland, SAP will notify Customer in writing (email permitted) no later than thirty days before the planned migration.

7.4 Exclusions.

The following Personal Data is not subject to the requirements in 7.2-7.3:

(a) Contact details of the sender of a support ticket;

(b) Any other Personal Data submitted by Customer when filing a support ticket. Customer may choose not to transmit Personal Data when filing a support ticket. If this data is necessary

for the incident management process, Customer may choose to anonymize that Personal Data before any transmission of the incident message to SAP;

(c) Personal Data in non-production systems.

8. DEFINITIONS

Capitalized terms not defined herein will have the meanings given to them in the Agreement. **"Data Center"** means the location where the production instance of the Cloud Service is hosted for the Customer in its region, as published at: <http://www.sap.com/corporate-en/about/our-company/policies/data-privacy-and-security/location-of-data-center.html> or notified to Customer or otherwise agreed in an Order Form.

8.2 "Data Controller" means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

8.3 "Data Processor" means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

8.4 "Data Protection Law" means the applicable legislation protecting the fundamental rights and freedoms of persons and their right to privacy with regard to the processing of Personal Data under the Agreement.

8.5 "Data Subject" means an identified or identifiable natural person.

8.6 "EEA" means the European Economic Area, namely the European Union Member States along with Iceland, Lichtenstein and Norway.

8.7 "European Subprocessor" means a Subprocessor that is physically processing Personal Data in the EEA or Switzerland.

8.8 "Personal Data" means any information relating to a Data Subject For the purposes of this DPA, it includes only personal data entered by Customer or its Authorized Users into or derived from their use of the Cloud Service. It also includes personal data supplied to or accessed by SAP or its Subprocessors in order to provide support under the Agreement. Personal Data is a sub-set of Customer Data.

8.9 "Security Breach" means a confirmed (1) accidental or unlawful destruction, loss, alteration, or disclosure of Customer Personal Data or Confidential Data, or (2) similar incident involving Personal Data for which a Data Processor is required under applicable law to provide notice to the Data Controller.

8.10 "Standard Contractual Clauses" or sometimes also referred to the "EU Model Clauses" means the (Standard Contractual Clauses (processors)) or any subsequent version thereof released by the Commission (which will automatically apply). The current Standard Contractual Clauses are located at http://ec.europa.eu/justice/data-protection/international-transfers/files/clauses_for_personal_data_transfer_processors_c2010-593.doc. They include Appendices 1 and 2 attached to this DPA.

8.11 "Subprocessor" means SAP Affiliates and third parties engaged by SAP or SAP's Affiliates to process personal data.

8.12 "Third Country Subprocessor" means any Subprocessor incorporated outside the EEA and outside any country for which the European Commission has published an adequacy decision as published at http://ec.europa.eu/justice/data-protection/international-transfers/adequacy/index_en.htm.

Appendix 1 to Data processing agreement and Standard Contractual Clauses

Data Exporter

The Data Exporter subscribed to a Cloud Service that allows Authorized Users to enter, amend, use, delete or otherwise process Personal Data.

Data Importer

SAP and its Subprocessors provide the Cloud Service that includes the following support:

SAP Affiliates support the Cloud Service data centers remotely from SAP facilities in St. Leon/Rot (Germany), India and other locations where SAP employs personnel in the Operations/Cloud Delivery function. Support includes:

- Monitoring the Cloud Service
- Backup & restoration of Customer Data stored in the Cloud Service
- Release and development of fixes and upgrades to the Cloud Service
- Monitoring, troubleshooting and administering the underlying Cloud Service infrastructure and database
- Security monitoring, network-based intrusion detection support, penetration testing

SAP Affiliates provide support when a Customer submits a support ticket because the Cloud Service is not available or not working as expected for some or all Authorized Users. SAP answers phones and performs basic troubleshooting, and handles support tickets in a tracking system that is separate from the production instance of the Cloud Service.

Data Subjects

Unless provided otherwise by the Data Exporter, transferred Personal Data relates to the following categories of data subjects: employees, contractors, business partners or other individuals having Personal Data stored in the Cloud Service.

Data Categories

The transferred Personal Data transferred concerns the following categories of data:

Customer determines the categories of data per Cloud Service subscribed. Customer can configure the data fields during implementation of the Cloud Service or as otherwise provided by the Cloud Service. The transferred Personal Data typically relates to the following categories of data: name, phone numbers, e-mail address, time zone, address data, system access / usage / authorization data, company name, contract data, invoice data, plus any application-specific data that Authorized Users enter into the Cloud Service and may include bank account data, credit or debit card data.

Special Data Categories (if appropriate)

The transferred Personal Data concerns the following special categories of data: As set out in the Order Form, if any.

Processing Operations

The transferred Personal Data is subject to the following basic processing activities:

- use of Personal Data to set up, operate, monitor and provide the Cloud Service (including Operational and Technical Support)
- provision of Consulting Services;
- communication to Authorized Users
- storage of Personal Data in dedicated Data Centers (multi-tenant architecture)
- upload any fixes or upgrades to the Cloud Service
- back up of Personal Data
- computer processing of Personal Data, including data transmission, data retrieval, data access
- network access to allow Personal Data transfer
- execution of instructions of Customer in accordance with this Agreement

Appendix 2 – Technical and Organizational Measures

1. TECHNICAL AND ORGANIZATIONAL MEASURES

The following sections define the SAP's current security measures. SAP may change these at any time without notice so long as it maintains a comparable or better level of security. This may mean that individual measures are replaced by new measures that serve the same purpose without diminishing the security level.

1.1 Physical Access Control.

Unauthorized persons are prevented from gaining physical access to premises, buildings or rooms where data processing systems that process and/or use Personal Data are located.

Measures:

- SAP protects its assets and facilities using the appropriate means based on a security classification conducted by an internal security department.
- In general, buildings are secured through access control systems (e.g., smart card access system).
- As a minimum requirement, the outermost entrance points of the building must be fitted with a certified key system including modern, active key management.
- Depending on the security classification, buildings, individual areas and surrounding premises may be further protected by additional measures. These include specific access profiles, video surveillance, intruder alarm systems and biometric access control systems.
- Access rights are granted to authorized persons on an individual basis according to the System and Data Access Control measures (see Section 1.2 and 1.3 below). This also applies to visitor access. Guests and visitors to SAP buildings must register their names at reception and must be accompanied by authorized SAP personnel.
- SAP employees and external personnel must wear their ID cards at all SAP locations.

Additional measures for Data Centers:

- All Data Centers adhere to strict security procedures enforced by guards, surveillance cameras, motion detectors, access control mechanisms and other measures to prevent equipment and Data Center facilities from being compromised. Only authorized representatives have access to systems and infrastructure within the Data Center facilities. To ensure proper functionality, physical security equipment (e.g., motion sensors, cameras, etc.) undergo maintenance on a regular basis.
- SAP and all third party Data Center providers log the names and times of persons entering SAP's private areas within the Data Centers.

1.2 System Access Control.

Data processing systems used to provide the SAP Services must be prevented from being used without authorization.

Measures:

- Multiple authorization levels are used when granting access to sensitive systems, including those storing and processing Personal Data. Processes are in place to ensure that authorized users have the appropriate authorization to add, delete, or modify users.
- All users access SAP's systems with a unique identifier (user ID).
- SAP has procedures in place to ensure that requested authorization changes are implemented only in accordance with the guidelines (for example, no rights are granted without authorization). If a user leaves the company, his or her access rights are revoked.
- SAP has established a password policy that prohibits the sharing of passwords, governs responses to password disclosure, and requires passwords to be changed on a regular basis and default passwords to be altered. Personalized user IDs are assigned for authentication. All passwords must fulfill defined minimum requirements and are stored in encrypted form. In the case of domain passwords, the system forces a password change every six months in compliance with the requirements for complex passwords. Each computer has a password-protected screensaver.
- The company network is protected from the public network by firewalls.
- SAP uses up-to-date antivirus software at access points to the company network (for e-mail accounts), as well as on all file servers and all workstations.

- Security patch management is implemented to ensure regular and periodic deployment of relevant security updates.
- Full remote access to SAP's corporate network and critical infrastructure is protected by strong authentication.

1.3 Data Access Control .

Persons entitled to use data processing systems gain access only to the Personal Data that they have a right to access, and Personal Data must not be read, copied, modified or removed without authorization in the course of processing, use and storage.

Measures:

- As part of the SAP Security Policy, Personal Data requires at least the same protection level as "confidential" information according to the SAP Information Classification standard.
- Access to personal, confidential or sensitive information is granted on a need-to-know basis. In other words, employees or external third parties have access to the information that they require in order to complete their work. SAP uses authorization concepts that document how authorizations are assigned and which authorizations are assigned to whom. All personal, confidential, or otherwise sensitive data is protected in accordance with the SAP security policies and standards. Confidential information must be processed confidentially.
- All production servers are operated in the Data Centers or in secure server rooms. Security measures that protect applications processing personal, confidential or other sensitive information are regularly checked. To this end, SAP conducts internal and external security checks and penetration tests on its IT systems.
- SAP does not allow the installation of personal software or other software that has not been approved by SAP.
- An SAP security standard governs how data and data carriers are deleted or destroyed once they are no longer required.

1.4 Data Transmission Control.

Except as necessary for the provision of the Services in accordance with the relevant service agreement, Personal Data must not be read, copied, modified or removed without authorization during transfer. Where data carriers are physically transported, adequate measures are implemented at SAP to ensure the agreed-upon service levels (for example, encryption and lead-lined containers).

- Personal Data transfer over SAP internal networks are protected in the same manner as any other confidential data according to SAP Security Policy.
- When data is transferred between SAP and its customers, the protection measures for the transferred Personal Data are mutually agreed upon and made part of the relevant Agreement. This applies to both physical and network based data transfer. In any case, the Customer assumes responsibility for any data transfer once it is outside of SAP-controlled systems (e.g. data being transmitted outside the firewall of the SAP Data Center).

1.5 Data Input Control.

It will be possible to retrospectively examine and establish whether and by whom Personal Data have been entered, modified or removed from SAP data processing systems.

Measures:

- SAP only allows authorized persons to access Personal Data as required in the course of their work.
- SAP has implemented a logging system for input, modification and deletion, or blocking of Personal Data by SAP or its subprocessors within SAP's Products and Services to the fullest extent possible.

1.6 Job Control.

Personal Data being processed on commission (i.e., Personal Data processed on a customer's behalf) is processed solely in accordance with the relevant agreement and related instructions of the customer.

Measures:

- SAP uses controls and processes to ensure compliance with contracts between SAP and its customers, subprocessors or other service providers.
- As part of the SAP Security Policy, Personal Data requires at least the same protection level as “confidential” information according to the SAP Information Classification standard.
- All SAP employees and contractual subprocessors or other service providers are contractually bound to respect the confidentiality of all sensitive information including trade secrets of SAP customers and partners.
- For on premise support services, SAP provides a specially designated, secure support ticket facility in which SAP provides a special access-controlled and monitored security area for transferring access data and passwords. SAP customers have control over their remote support connections at all times. SAP employees cannot access a customer system without the knowledge or full active participation of the customer.

1.7 Availability Control.

Personal Data will be protected against accidental or unauthorized destruction or loss.

Measures:

- SAP employs backup processes and other measures that ensure rapid restoration of business critical systems as and when necessary.
- SAP uses uninterrupted power supplies (for example: UPS, batteries, generators, etc.) to ensure power availability to the Data Centers.
- SAP has defined contingency plans as well as business and disaster recovery strategies for the provided Services.
- Emergency processes and systems are regularly tested.

1.8 Data Separation Control.

Personal Data collected for different purposes can be processed separately.

Measures:

- SAP uses the technical capabilities of the deployed software (for example: multi-tenancy, or separate system landscapes) to achieve data separation among Personal Data originating from multiple customers.
- Customers (including their Affiliates) have access only to their own data.
- If Personal Data is required to handle a support incident from a specific customer, the data is assigned to that particular message and used only to process that message; it is not accessed to process any other messages. This data is stored in dedicated support systems.

1.9 Data Integrity Control .

Personal Data will remain intact, complete and current during processing activities.

Measures:

SAP has implemented a multi-layered defense strategy as a protection against unauthorized modifications.

In particular, SAP uses the following to implement the control and measure sections described above.

In particular:

- Firewalls;
- Security Monitoring Center;
- Antivirus software;
- Backup and recovery;
- External and internal penetration testing;
- Regular external audits to prove security measures.

GENERAL TERMS AND CONDITIONS FOR SAP CLOUD SERVICES ("GTC")

1. DEFINITIONS

Commonly used capitalized terms are defined in the Glossary at the end of the document.

2. USAGE RIGHTS AND RESTRICTIONS

2.1 Grant of Rights.

SAP grants to Customer a non-exclusive, non-transferable and world-wide right to use the Cloud Service (including its implementation and configuration), Cloud Materials and Documentation solely for Customer's and its Affiliates' internal business operations. Permitted uses and restrictions of the Cloud Service also apply to Cloud Materials and Documentation.

2.2 Authorized Users.

Customer may permit Authorized Users to use the Cloud Service. Usage is limited to the Usage Metrics and volumes stated in the Order Form. Access credentials for the Cloud Service may not be used by more than one individual, but may be transferred from one individual to another if the original user is no longer permitted to use the Cloud Service. Customer is responsible for breaches of the Agreement caused by Authorized Users.

2.3 Acceptable Use Policy.

With respect to the Cloud Service, Customer will not:

- (a) disassemble, decompile, reverse-engineer, copy, translate or make derivative works,
- (b) transmit any content or data that is unlawful or infringes any intellectual property rights, or
- (c) circumvent or endanger its operation or security.

2.4 Verification of Use.

Customer will monitor its own use of the Cloud Service and report any use in excess of the Usage Metrics and volume. SAP may monitor use to verify compliance with Usage Metrics, volume and the Agreement.

2.5 Suspension of Cloud Service.

SAP may suspend use of the Cloud Service if continued use may result in material harm to the Cloud Service or its users. SAP will promptly notify Customer of the suspension. SAP will limit the suspension in time and scope as reasonably possible under the circumstances.

2.6 Third Party Web Services.

The Cloud Service may include integrations with web services made available by third parties (other than SAP SE or its Affiliates) that are accessed through the Cloud Service and subject to terms and conditions with those third parties. These third party web services are not part of the Cloud Service and the Agreement does not apply to them.

3. SAP RESPONSIBILITIES

3.1 Provisioning.

SAP provides access to the Cloud Service as described in the Agreement.

3.2 Support.

SAP provides support for the Cloud Service as referenced in the Order Form.

3.3 Security.

SAP uses reasonable security technologies in providing the Cloud Service. As a data processor, SAP will implement technical and organizational measures referenced in the Order Form to secure personal data processed in the Cloud Service in accordance with applicable data protection law.

3.4 Modifications.

- (a) The Cloud Service and SAP Policies may be modified by SAP. SAP will inform Customer of modifications by email, the support portal, release notes, Documentation or the Cloud Service. The information will be delivered by email if the modification is not solely an

enhancement. Modifications may include optional new features for the Cloud Service, which Customer may use subject to the then-current Supplement.

- (b) If Customer establishes that a modification is not solely an enhancement and materially reduces the Cloud Service, Customer may terminate its subscriptions to the affected Cloud Service by providing written notice to SAP within thirty days after receipt of SAP's informational notice.

3.5 Analyses.

SAP, SAP SE or SAP Affiliates may use anonymous information relating to use of the Cloud Service and Consulting Services to prepare analyses. Analyses do not contain Customer Confidential Information. Examples of analyses include: optimizing resources and support, research and development, verification of security and data integrity, internal demand planning, industry developments and anonymous benchmarking with other Customers. SAP may provide non-anonymous benchmarking services with Customer's prior written consent.

4. CUSTOMER AND PERSONAL DATA

4.1 Customer Data.

Customer is responsible for the Customer Data and entering it into the Cloud Service. Customer grants to SAP (including SAP SE, its Affiliates and subcontractors) a nonexclusive right to process Customer Data (including personal data) solely to provide and support the Cloud Service.

4.2 Personal Data.

Customer will collect and maintain all personal data contained in the Customer Data in compliance with applicable data privacy and protection laws.

4.3 Security.

Customer will maintain reasonable security standards for its Authorized Users' use of the Cloud Service.

4.4 Access to Customer Data.

- (a) During the Subscription Term, Customer can access its Customer Data at any time. Customer may export and retrieve its Customer Data in a standard format. Export and retrieval may be subject to technical limitations, in which case SAP and Customer will find a reasonable method to allow Customer access to Customer Data.
- (b) Before the Subscription Term expires, Customer may use SAP's self-service export tools (as available) to perform a final export of Customer Data from the Cloud Service.
- (c) At the end of the Agreement, SAP will delete the Customer Data remaining on servers hosting the Cloud Service unless applicable law requires retention. Retained data is subject to the confidentiality provisions of the Agreement.
- (d) In the event of third party legal proceedings relating to the Customer Data, SAP will cooperate with Customer and comply with applicable law (both at Customer's expense) with respect to handling of the Customer Data.

5. FEES AND TAXES

5.1 Fees and Payment.

Customer will pay fees as stated in the Order Form. After prior written notice, SAP may suspend Customer's use of the Cloud Service until payment is made. Customer cannot withhold, reduce or set-off fees owed nor reduce Usage Metrics during the Subscription Term. All Order Forms are non-cancellable and fees non-refundable.

5.2 Taxes.

Fees and other charges imposed under an Order Form will not include taxes, all of which will be for Customer's account. Customer is responsible for all taxes, other than SAP's income and payroll taxes. Customer must provide to SAP any direct pay permits or valid tax-exempt certificates prior to signing an Order Form. If SAP is required to pay taxes (other than its income and payroll taxes), Customer will reimburse SAP for those amounts and indemnify SAP for any taxes and related costs paid or payable by SAP attributable to those taxes.

6. TERM AND TERMINATION

6.1 Term.

The Subscription Term is as stated in the Order Form.

6.2 Termination.

A party may terminate the Agreement:

- (a) upon thirty days written notice of the other party's material breach unless the breach is cured during that thirty day period,
- (b) as permitted under Sections 3.4(b), 7.2(b), 7.4(c), or 8.1(c) (with termination effective thirty days after receipt of notice in each of these cases), or
- (c) immediately if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise materially breaches Sections 11 or 12.6.

6.3 Refund and Payments.

For termination by Customer or an 8.1(c) termination, Customer will be entitled to:

- (a) a pro-rata refund in the amount of the unused portion of prepaid fees for the terminated subscription calculated as of the effective date of termination, and
- (b) a release from the obligation to pay fees due for periods after the effective date of termination.

6.4 Effect of Expiration or Termination.

Upon the effective date of expiration or termination of the Agreement:

- (a) Customer's right to use the Cloud Service and all SAP Confidential Information will end,
- (b) Confidential Information of the disclosing party will be returned or destroyed as required by the Agreement, and
- (c) termination or expiration of the Agreement does not affect other agreements between the parties.

6.5 Survival.

Sections 1, 5, 6.3, 6.4, 6.5, 8, 9, 10, 11, and 12 will survive the expiration or termination of the Agreement.

7. WARRANTIES

7.1 Compliance with Law.

Each party warrants its current and continuing compliance with all laws and regulations applicable to it in connection with:

- (a) in the case of SAP, the operation of SAP's business as it relates to the Cloud Service, and
- (b) in the case of Customer, the Customer Data and Customer's use of the Cloud Service.

7.2 Good Industry Practices.

SAP warrants that it will provide the Cloud Service:

- (a) in substantial conformance with the Documentation; and
- (b) with the degree of skill and care reasonably expected from a skilled and experienced global supplier of services substantially similar to the nature and complexity of the Cloud Service.

7.3 Remedy.

Customer's sole and exclusive remedies and SAP's entire liability for breach of the warranty under Section 7.2 will be:

- (a) the re-performance of the deficient Cloud Service, and
- (b) if SAP fails to re-perform, Customer may terminate its subscription for the affected Cloud Service. Any termination must occur within three months of SAP's failure to re-perform.

7.4 System Availability.

- (a) SAP warrants to maintain an average monthly system availability for the production system of the Cloud Service as defined in the applicable service level agreement or Supplement ("SLA").
- (b) Customer's sole and exclusive remedy for SAP's breach of the SLA is the issuance of a credit in the amount described in the SLA. Customer will follow SAP's posted credit claim procedure. When the validity of the service credit is confirmed by SAP in writing (email permitted), Customer may apply the credit to a future invoice for the Cloud Service or request a refund for the amount of the credit if no future invoice is due.
- (c) In the event SAP fails to meet the SLA (i) for four consecutive months, or (ii) for five or more months during any twelve months period, or (iii) at a system availability level of least 95% for one calendar month, Customer may terminate its subscriptions for the affected Cloud Service by providing SAP with written notice within thirty days after the failure.

7.5 Warranty Exclusions.

The warranties in Sections 7.2 and 7.4 will not apply if:

- (a) the Cloud Service is not used in accordance with the Agreement or Documentation,
- (b) any non-conformity is caused by Customer, or by any product or service not provided by SAP, or
- (c) the Cloud Service was provided for no fee.

7.6 Disclaimer.

Except as expressly provided in the Agreement, neither SAP nor 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 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 subscriptions for any Cloud Service.

8. THIRD PARTY CLAIMS

8.1 Claims Brought Against Customer.

- (a) 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 Cloud Service 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.
- (b) SAP's obligations under Section 8.1 will not apply if the claim results from (i) Customer's breach of Sections 2, (ii) use of the Cloud Service in conjunction with any product or service not provided by SAP, or (iii) use of the Cloud Service provided for no fee.
- (c) In the event a claim is made or likely to be made, SAP may (i) procure for Customer the right to continue using the Cloud Service under the terms of the Agreement, or (ii) replace or modify the Cloud Service to be non-infringing without material decrease in functionality. If these options are not reasonably available, SAP or Customer may terminate Customer's subscription to the affected Cloud Service upon written notice to the other.

8.2 Claims Brought Against SAP.

Customer will defend SAP against claims brought against SAP, SAP SE, its Affiliates and subcontractors by any third party related to Customer Data.

Customer will indemnify SAP against all damages finally awarded against SAP, SAP SE, its Affiliates and subcontractors (or the amount of any settlement Customer enters into) with respect to these claims.

8.3 Third Party Claim Procedure.

- (a) The party against whom a third party claim is brought will timely notify the other party in writing of any claim, reasonably cooperate in the defense and may appear (at its own expense) through counsel reasonably acceptable to the party providing the defense.
- (b) The party that is obligated to defend a claim will have the right to fully control the defense.
- (c) Any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by, the party against whom the claim is brought.

8.4 Exclusive Remedy.

The provisions of Section 8 state the sole, exclusive, and entire liability of the parties, their Affiliates, Business Partners and subcontractors to the other party, and is the other party's sole remedy, with respect to covered third party claims and to the infringement or misappropriation of third party intellectual property rights.

9. LIMITATION OF LIABILITY

9.1 Unlimited Liability.

Neither party will exclude or limit its liability for damages resulting from:

- (a) the parties' obligations under Section 8.1(a) and 8.2,
- (b) unauthorized use or disclosure of Confidential Information,
- (c) either party's breach of its data protection and security obligations that result in an unauthorized use or disclosure of personal data,
- (d) death or bodily injury arising from either party's gross negligence or willful misconduct, or
- (e) any failure by Customer to pay any fees due under the Agreement.

9.2 Liability Cap.

Subject to Sections 9.1 and 9.3, the maximum aggregate liability of either party (or its respective Affiliates or SAP's subcontractors) to the other or any other person or entity for all events (or series of connected events) arising in any twelve month period will not exceed the annual subscription fees paid for the applicable Cloud Service directly causing the damage for that twelve month period. Any "twelve month period" commences on the Subscription Term start date or any of its yearly anniversaries.

9.3 Exclusion of Damages.

Subject to Section 9.1:

- (a) neither party (nor its respective Affiliates or SAP's subcontractors) will be liable to the other party for any special, incidental, consequential, or indirect damages, loss of good will or business profits, work stoppage or for exemplary or punitive damages, and
- (b) SAP will not be liable for any damages caused by any Cloud Service provided for no fee.

9.4 Risk Allocation.

The Agreement allocates the risks between SAP and Customer. The fees for the Cloud Service and Consulting Services reflect this allocation of risk and limitations of liability.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 SAP Ownership.

SAP, SAP SE, their Affiliates or licensors own all intellectual property rights in and related to the Cloud Service, Cloud Materials, Documentation, Consulting Services, design contributions, related knowledge or processes, and any derivative works of them. All rights not expressly granted to Customer are reserved to SAP, SAP SE and its licensors.

10.2 Customer Ownership.

Customer retains all rights in and related to the Customer Data.

10.3 Non-Assertion of Rights.

Customer covenants, on behalf of itself and its successors and assigns, not to assert against SAP, SAP SE, their Affiliates or licensors, any rights, or any claims of any rights, in any Cloud Service, Cloud Materials, Documentation, or Consulting Services.

11. CONFIDENTIALITY

11.1 Use of Confidential Information.

- (a) Unless deemed as a public record pursuant to Chapter 119, Florida Statutes, the receiving party will protect all Confidential Information of the disclosing party as strictly confidential to the same extent it protects its own Confidential Information, and not less than a reasonable standard of care. Receiving party will not disclose any Confidential Information of the disclosing party to any person other than its personnel, representatives or Authorized Users whose access is necessary to enable it to exercise its rights or perform its obligations under the Agreement and who are under obligations of confidentiality substantially similar to those in Section 11. Customer will not disclose the Agreement or the pricing to any third party.
- (b) Confidential Information of either party disclosed prior to execution of the Agreement will be subject to Section 11.
- (c) In the event of legal proceedings relating to the Confidential Information, the receiving party will cooperate with the disclosing party and comply with applicable law (all at disclosing party's expense) with respect to handling of the Confidential Information.
- (d) Notwithstanding any terms and conditions to the contrary, disclosure of any confidential information received by Customer will be governed by the provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

11.2 Exceptions.

The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that:

- (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information,
- (b) is generally available to the public without breach of the Agreement by the receiving party,
- (c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions, or
- (d) the disclosing party agrees in writing is free of confidentiality restrictions.

11.3 Publicity.

Except as required by Customer under the Florida Open Meetings Law and/or the Florida Sunshine Law, neither party will use the name of the other party in publicity activities without the prior written consent of the other, except that Customer agrees that SAP may use Customer's name in customer listings or quarterly calls with its investors or, at times mutually agreeable to the parties, as part of SAP's marketing efforts (including reference calls and stories, press testimonials, site visits, SAPPHIRE participation). Customer agrees that SAP may share information on Customer with its Affiliates for marketing and other business purposes and that it has secured appropriate authorizations to share Customer employee contact information with SAP.

12. MISCELLANEOUS

12.1 Severability.

If any provision of the Agreement is held to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.

12.2 No Waiver.

A waiver of any breach of the Agreement is not deemed a waiver of any other breach.

12.3 Electronic Signature.

Electronic signatures that comply with applicable law are deemed original signatures. Upon Customer's request, SAP will execute agreed upon documentation with written signature.

12.4 Regulatory Matters.

SAP Confidential Information is subject to export control laws of various countries, including the laws of the United States and Germany. Customer will not submit SAP Confidential Information to any government agency for licensing consideration or other regulatory approval, and will not export SAP Confidential Information to countries, persons or entities if prohibited by export laws.

12.5 Notices.

All notices will be in writing and given when delivered to the address set forth in an Order Form with copy to the legal department. Notices by SAP relating to the operation or support of the Cloud Service and those under Sections 3.4 and 5.1 may be in the form of an electronic notice to Customer's authorized representative or administrator identified in the Order Form.

12.6 Assignment.

Without SAP's prior written consent, Customer may not assign or transfer the Agreement (or any of its rights or obligations) to any party. SAP may assign the Agreement to SAP SE or any of its Affiliates, subject to Customer's prior written consent, not to be unreasonably withheld; provided however that SAP may assign the Agreement to its parent corporation without Customer consent.

12.7 Subcontracting.

SAP may subcontract parts of the Cloud Service or Consulting Services to third parties. SAP is responsible for breaches of the Agreement caused by its subcontractors.

12.8 Relationship of the Parties.

The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by the Agreement.

12.9 Force Majeure.

Any delay in performance (other than for the payment of amounts due) caused by conditions beyond the reasonable control of the performing party is not a breach of the Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance.

12.10 Governing Law.

The Agreement and any claims relating to its subject matter will be governed by and construed under the laws of the State of Florida, without reference to its conflicts of law principles. All disputes will be subject to the exclusive jurisdiction of the courts located in the State of Florida. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement. Either party must initiate a cause of action for any claim(s) relating to the Agreement and its subject matter within one year from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

12.11 Entire Agreement.

The Agreement constitutes the complete and exclusive statement of the agreement between SAP and Customer in connection with the parties' business relationship related to the subject matter of the Agreement. All previous representations, discussions, and writings (including any confidentiality agreements) are merged in and superseded by the applicable Agreement and the parties disclaim any reliance on them. An Agreement may be modified solely in writing signed by both parties, except as permitted under Section 3.4. An Agreement will prevail over terms and conditions of any Customer-issued purchase order, which will have no force and effect, even if SAP accepts or does not otherwise reject the purchase order.

Glossary

- 1.1 **"Affiliate"** of a party means any legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the entity's shares or voting rights. Any legal entity will be considered an Affiliate as long as that interest is maintained.
- 1.2 **"Agreement"** means an Order Form and documents incorporated into an Order Form.
- 1.3 **"Authorized User"** means any individual to whom Customer grants access credentials to use the Cloud Service that is an employee, agent, contractor or representative of
 - (a) Customer,
 - (b) Customer's Affiliates, and/or
 - (c) Customer's and Customer's Affiliates' Business Partners.
- 1.4 **"Business Partner"** means a legal entity that requires use of a Cloud Service in connection with Customer's and its Affiliates' internal business operations. These may include customers, distributors, service providers and/or suppliers of Customer.
- 1.5 **"Cloud Service"** means any distinct, subscription-based, hosted, supported and operated on-demand solution provided by SAP under an Order Form.
- 1.6 **"Cloud Materials"** mean any materials provided or developed by SAP (independently or with Customer's cooperation) in the course of performance under the Agreement, including in the delivery of any support or Consulting Services to Customer. Cloud Materials do not include the Customer Data, Customer Confidential Information or the Cloud Service.
- 1.7 **"Confidential Information"** means
 - (a) with respect to Customer: (i) the Customer Data, (ii) Customer marketing and business requirements, (iii) Customer implementation plans, and/or (iv) Customer financial information, and
 - (b) with respect to SAP: (i) the Cloud Service, Documentation, Cloud Materials and analyses under Section 3.5, and (ii) information regarding SAP research and development, product offerings, pricing and availability.
 - (c) 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.
- 1.8 **"Consulting Services"** means professional services, such as implementation, configuration, custom development and training, performed by SAP's employees or subcontractors as described in any Order Form and which are governed by the Supplement for Consulting Services or similar agreement.
- 1.9 **"Customer Data"** means any content, materials, data and information that Authorized Users enter into the production system of a Cloud Service or that Customer derives from its use of and stores in the Cloud Service (e.g. Customer-specific reports). Customer Data and its derivatives will not include SAP's Confidential Information.
- 1.10 **"Documentation"** means SAP's then-current technical and functional documentation as well as any roles and responsibilities descriptions, if applicable, for the Cloud Service which is made available to Customer with the Cloud Service.
- 1.11 **"Order Form"** means the ordering document for a Cloud Service that references the GTC.
- 1.12 **"SAP SE"** means SAP SE, the parent company of SAP.
- 1.13 **"SAP Policies"** means the operational guidelines and policies applied by SAP to provide and support the Cloud Service as incorporated in an Order Form.
- 1.14 **"Subscription Term"** means the term of a Cloud Service subscription identified in the applicable Order Form, including all renewals.
- 1.15 **"Supplement"** means the supplemental terms and conditions that apply to the Cloud Service and that are incorporated in an Order Form.
- 1.16 **"Usage Metric"** means the standard of measurement for determining the permitted use and calculating the fees due for a Cloud Service as set forth in an Order Form.

Link as listed on page 4 of schedule D

ARIBA PRIVACY STATEMENT

ARIBA PRIVACY STATEMENT

By clicking a field to accept or checking a box to signify acceptance to this Privacy Statement and then submitting data to the Solution, you consent to having such data transferred to the United States and other Solution operation locations selected by Ariba, and Ariba's authorized service providers as discussed below.

Overview

Ariba, an SAP company, offers products and services in the business-to-business market sector. As such, when Ariba collects information about an individual (that is, personal information), it is generally only related to that person's role at his or her company, and is not related to him/her as a private person or as an individual consumer.

This document describes Ariba's policy for handling, processing, storing, and otherwise treating personal information submitted to certain Solutions (defined below) and works in conjunction with the agreement between Ariba and each Ariba customer by offering further detail regarding such data processing activities. It also provides notice to individual users about the choices available to users and how users can access and update personal information about them. "Ariba" means Ariba, Inc., its parent companies and affiliates.

Ariba Customers may be referred to as "Buyer" or "Seller" throughout this document. Individual users of the Solutions (whether employees of the Buyer or Seller organizations) collectively and individually may be referred to as "you" and "your" throughout this document.

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Definitions

"Solution" means the Ariba service which includes a link to this Privacy Statement, including:

1. The **Ariba Network** (including the Invoice and PO Automation offerings, Ariba Network Membership, the Ariba Spot-Quote service, and the "Supplier Connectivity" offering) (<https://service.ariba.com>).
2. The **Ariba Discovery** solution (<http://discovery.ariba.com>).

3. The Ariba Cloud Services (also referred to in older contracts as, "Ariba Technology Features", "Ariba OnDemand Solutions", or "Ariba Application Services") ([https://s1.ariba.com/\[company-specific\]](https://s1.ariba.com/[company-specific])).
4. The Ariba StartSourcing solution ([https://s1.ariba.com/\[company-specific\]](https://s1.ariba.com/[company-specific])).
5. The Ariba Commerce Cloud, a company profile, administration and reporting application (accessible via <http://seller.ariba.com>) for use by Suppliers in conjunction with use of Ariba Network, Ariba Discovery and seller-facing features of other Ariba OnDemand Solutions.
6. Market execution and strategic procurement services provided by Ariba's global sourcing team ("Ariba Sourcing Services") (*Note Ariba is not actively entering into new agreements for Ariba Sourcing Services*), and
7. Ariba Hosting Service(s) (accessible via customer-specific URLs).

"Trading Partner" means an entity with which a Buyer or Seller transacts using the Solution.

Personal Information Handling and Privacy

Personal Information

"*Personal Information*" is a person's name and information associated with his or her personal identity, including attributes designated as Personal Data under the data protection law applicable to your organization's use of the Solution. Personal Information, such as name, business address, business email, and individually used corporate credit card number, may be required for use of some features of a Solution. If you do not want to provide Personal Information to Ariba or wish to have Ariba remove your Personal Information from the Solution, please contact your employer's Ariba account administrator to find out if there is an optional way for you to perform the applicable business function without submitting Personal Information.

Buyers may have the ability to use the Solution to track which of their Trading Partners have special ownership status (e.g. minority-owned) or meet certain other criteria. If a Seller objects to submitting this summary information to a Buyer via the Solution, please contact the Buyer directly to investigate options.

You should submit only publicly available, business contact information. Information submitted to the Solution may not include Sensitive Personal Information unless as the Solutions evolve, some type of Sensitive Personal Information is **expressly** allowed by Ariba with regard to a specific aspect of the Solution and is submitted by you only in accordance with the documentation. Business tax identifier should only be placed in the specific fields designated for such use.

"*Sensitive Personal Information*" means government identification numbers or financial account numbers associated with individual persons (e.g. U.S. Social Security numbers, driver's license numbers, or personal credit card or banking account numbers), and medical records or health care claim information associated with individuals, including claims for payment or reimbursement for any type of medical care for an individual.

Use of Personal Information by Ariba

Ariba will treat Personal Information as confidential (unless you or your account administrator submits it for public view using features of a Solution) and will process the data according to the lawful and technically feasible instructions of the Buyer or Supplier, as applicable within the scope of the Solution and associated services. This statement and the Solution documentation are considered part of such instructions.

Ariba will use Personal Information for the following limited purposes, to: facilitate operation of the Solution and its related services; enhance use of the Solution and its related web pages; perform internal tracking and Solution improvement; enable Ariba to contact you; process requested transactions through the Solution (including use of templates and document creation); and analyze the volume and history of a company's Solution usage.

Use of Tracking Technologies including Cookies

We gather certain information automatically and store it in log files. This information may include Internet protocol (IP) addresses, browser type, Internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and/or clickstream data. Some of our Solution areas utilize cookies or similar technology. If you configure your browser to reject

cookies from the Ariba Solutions, you will not be able to access the Solution. Neither Ariba nor its service providers link the information we gather automatically or that we store in cookies to Personal Information you submit while using the Solution except as necessary to perform web site security, service functionality and usage analytics. Ariba does not place any third party advertising tracking cookies on your computer during your use of the Ariba Solutions. The web pages you access when using the Ariba Solutions do not respond to "do not track" signals sent by your browser. With regard to emails sent from or to a Solution, Ariba may track the open-rate, click-through rate and/or bounce rate of the messages at the individual level.

Visibility of Personal Information within a Solution

The Ariba Solutions help companies make connections to facilitate business. Depending on the Solution, You (or your account administrator) may provide your business contact information to Trading Partners, potential Trading Partners, or to the public via the Solution, if you are serving as a company contact for your business. Please refer to the documentation for the Solution to determine your company contact and company profile visibility options. If you are a Seller on the Ariba Network, you expressly agree that Ariba may provide profile and company contact information that you maintain in your Seller profile to your Trading Partners to facilitate your business relationships.

If you submit a recommendation for a Seller on Ariba Discovery, (1) the text of your recommendation (but not your identity) will be publicly available, and (2) the Seller's own users will be able to see your Personal Information from within the Ariba Discovery solution.

Other Corporate Entities

Ariba may share Personal Information with our global affiliates, parent, subsidiaries, agents and integrated service providers ("Affiliates") that cooperate to provide the Solution and related services to you, throughout the world. Ariba's Affiliates follow practices no less protective of all users of the Solution than our practices described in this policy, to the extent allowed by applicable law. If Ariba and/or its Affiliates were to one day merge with or be acquired by another business entity you should agree that Ariba may share some or all of your Personal Information with the resulting entity in order to continue to provide the Solution. You will receive notice of such an event (if it occurs) and we will require that the new combined entity follow the practices disclosed in this policy.

Consent

By submitting Personal Information to the Solution, you are consenting to Ariba's collection, processing, storage, and use of that information in accordance with this policy. Before providing Personal Information to the Solution, such as providing a company-wide contact for your company or organization, obtain the legal entity's or individual's consent for the collection, transfer, processing, and use of that information in accordance with this policy and privacy law applicable to your organization. As a user of the Solution, and subject to the roles you hold and your notification settings, you may be required to receive certain administrative notices from Ariba but you may opt-out of receiving promotional emails from Ariba using the opt-out procedures found on any promotional email from Ariba.

Transfer

Ariba, Inc., an SAP company, with offices at 910 Hermosa Court, Sunnyvale, CA 94085, operates all the Solutions from data centers in the United States and, in addition, certain Solutions, upon request, are offered to customers utilizing data centers located in the European Union and the Russian Federation. As Ariba adds data centers in other regions, these terms shall apply to Ariba's provision of services in such data centers. By submitting data to the Solution, you consent to having such data transferred to the United States and other Solution operation locations selected by Ariba, and Ariba's authorized service providers. Ariba Affiliates controlling or controlled by Ariba, Inc. are located inside and outside the European Economic Area. Any transfer of Personal Information from the European Economic Area to Ariba Affiliates located in countries outside the European Economic Area, which may not provide for an adequate level of data protection within the meaning of the European Data Protection Directive, will be subject to a confirmation by Ariba that adequate safeguards are in place – a so-called data transfer agreement based on standard contractual clauses, as approved by the European Commission.

In addition, when applicable, Ariba addresses the legality of transatlantic data transfers from customers in the European Union to Ariba's operations in the United States with a data processing agreement, referenced from the Ariba customer agreement, leveraging the standard contractual clauses, as approved by the European Commission.

Correcting Account Information (Exercising Your Right to Access Personal Information)

You have a right to access and modify your Personal Information and to delete your Personal Information, subject to constraints identified below. To exercise these rights, Ariba has procedures to allow you to update Personal Information in a timely manner. In most Solutions, the administrative contact for your company can directly change most contact information by logging on to the Solution and managing your account profile directly. In the Ariba Commerce Cloud, each individual user can self-administer his/her own user account details. For certain Solutions, changes may be requested by calling Ariba customer support.

Deletion of your Personal Information may require approval by your employer (e.g. expense report data) and may require Ariba assistance. Some requests to delete data must be made to Ariba through the administrative contact for your company.

Ariba may refuse to give access to the Solution for legitimate reasons including delinquent payments on the account, a legal dispute, or security concerns. If you are unable to correct, update, or delete your personal information due to the fact that you are no longer an employee of the business that is the account holder, or your account has been terminated, you may contact the Ariba Privacy Coordinator at the address provided below. In each case, Ariba will take reasonable measures to accommodate your request or respond in writing with the legal basis for denying the request within thirty (30) days.

Disclosure by Ariba to Third Parties

Ariba does not provide your Personal Information to third parties, except as described elsewhere in this policy and in our contracts with our Customers, unless (1) you (or your account administrator acting on your behalf) request or authorize it; (2) such disclosure is necessary to process transactions or provide services which you have requested (e.g., PCARD) processing with credit card companies; (3) Ariba is compelled to do so by a governmental authority, regulatory body, or under subpoena or similar governmental request or to establish or defend a legal claim; (4) the third party is acting as our agent or sub-contractor in performing services (e.g., Ariba's use of a third party telecommunications provider); (5) you designate your Personal Information to be publicly viewable in the Solution; or (6) with regard to Business Partners as described below.

Ariba does not sell Personal Information at all. Ariba may provide business contact information of Sellers who have company profiles visible on the Ariba Discovery or Ariba Network Solutions within the Ariba Commerce Cloud to carefully selected business partners ("Business Partners") (a) with services integrated to the Ariba Commerce Cloud, (b) with whom Ariba is offering complimentary services; or (c) who are participating in a joint marketing effort to Sellers. For example, if you are a user of the Ariba Discovery solution, we may share Personal Information with a trusted Business Partner to send you a special or joint offer in conjunction with your Ariba Discovery usage. All companies that act on our behalf or in conjunction with Ariba in this manner are required to safeguard Personal Information and respect Ariba opt-out procedures.

Security

Ariba uses industry standard security technology and organizational measures to protect Personal Information from unauthorized disclosure. Ariba takes steps to appropriately safeguard credit card and remittance information using recommended industry encryption methods. Ariba's services are designed so that these categories of information can only be viewed from within the Solution. Using role-based features, You can further limit access to only those users who need to see such information. Please see our Security Disclosure (<http://www.ariba.com/legal/security-disclosures>) for information about the measures Ariba takes to address the security of the Solution and the protection of your Personal Information.

Data Retention

Ariba will retain Personal Information in active databases for varying lengths of time depending upon the specific Solution, type of data, and applicable law in accordance with the agreement between Ariba and your organization. The policy regarding data retention for each Solution is set forth in the documentation or terms for each Solution. Consistent with Ariba's backup and storage procedures and due to the close integration of data with the Solution, Personal Information might be stored by Ariba in

backup logs and files for the duration necessary to comply with legal requirements, resolve disputes, enforce our agreements or for the purposes described in this policy. However, Ariba makes no commitment to indefinitely store such data. During your subscription to the Solution, you will be able to access your Personal Information for a certain period based on the particular Solution that you purchased and the policies for the Solution. For inquiries, please work with your Ariba account administrator and reach out to the Ariba Privacy Coordinator at the address designated below.

Changes to this Policy

From time to time Ariba will need to make changes to this policy. Some of the changes will be in response to changes in applicable laws and regulations. In addition, as Ariba adds new features and new services to a Solution, Ariba will continue to handle Personal Information consistently with this policy, but some changes or clarifications may be required.

If Ariba seeks to make a material change to Ariba's policy to allow use of Personal Information for a new, legitimate business purpose, Ariba will document the change to this policy, note the date of the last update at the end of the policy, and send a notice to the administrative contacts on file with Ariba for each Buyer and Supplier. You are encouraged to check this policy occasionally to stay informed of any changes in our policies and procedures regarding Personal Information. For substantial and material changes to this policy, Ariba will use reasonable efforts to provide notification to all affected users and suggest that such users review the updated policy.

Safe Harbor Program

With regard to the Ariba Network, the Ariba Cloud Services, and the Ariba Hosting Service, Ariba complies with the U.S.-EU Safe Harbor Framework and the U.S.-Swiss Safe Harbor Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal data from the European Union member countries and Switzerland. With regard to the Ariba Network, the Ariba Cloud Services, and the Ariba Hosting Service, Ariba has certified that it adheres to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. For more information about Safe Harbor or to access Ariba's certification statement, go to <http://www.export.gov/safeharbor/>. (If Ariba has contractually agreed with your organization to rely upon a data processing agreement rather than the EU or Swiss Safe Harbor Programs as a legal basis for data transfer, then this paragraph shall not apply, with regard to such Program).

Questions and Dispute Resolution

If you have questions about this policy, please send an e-mail to privacy@ariba.com Attn: Ariba Privacy Coordinator, or send written correspondence to Ariba Privacy Coordinator, Legal Department, Ariba, Inc., 3410 Hillview Avenue, Palo Alto, CA, 94304 USA.

If you have questions or concerns regarding the Personal Information Handling and Privacy section of this policy, you should first contact your company's administrator or the Ariba Privacy Coordinator listed above (privacy@ariba.com). If you do not receive acknowledgment of your inquiry or your inquiry has not been satisfactorily addressed, you should then raise your complaint to Ariba's Privacy Coordinator or your local data protection authority.

Miscellaneous

The English version of this policy shall govern in the event of any conflict or substantive translation changes into a non-English language.

Ariba has other privacy policies. This document is the Ariba Privacy Statement and is targeted at individuals who are users of specific Ariba products and services. Ariba also has an internal Privacy Policy targeted at its employees, contractors, etc., and a separate Privacy Policy for its internet facing marketing websites and community information exchange sites (e.g. <http://www.ariba.com/> and exchange.ariba.com). The Ariba Exchange User Community area is a social media offering for Ariba users. Ariba Exchange User Community is a voluntary, opt-in offering where Ariba users can post comments and participate in discussions about documentation and Ariba solution features. Due to its social media aspect, where content is publically visible, Ariba Exchange User Community has its own Community Privacy Policy that is applicable once a User opts-in and posts a comment or other content to the Ariba Exchange User Community. Certain of Ariba subsidiaries and SAP affiliates also have

separate privacy policies related to the services they offer. These other policies are separate and distinct from the activities governed by this policy.

Country-Specific Terms

Italy: This Privacy Statement for the data processing of the data subject (that is, the section entitled "Personal Information Handling and Privacy" above plus this clause) is provided according to Section 13 of the Italian Data Protection Code, Legislative Decree no. 196 (June 30, 2003) consolidated ("Italy Privacy Code"). Ariba, Inc. hereby informs you that the processing of your personal data through the Solution as defined above will be performed according to this Privacy Statement and in compliance with the Italy Privacy Code. The Controller of the data processing is your employer. If you have questions or concerns about this policy, you may contact Ariba using the email address as identified above or by written correspondence to the local Italian privacy representative for Ariba, SAP Italia S.p.A., Campus Tecnologico, ENERGY PARK - Edificio 03, Via Monza 7/a, 20871 Vimercate, c/o SAP Legal Department.

Russian Federation: If your organization has operations in the Russian Federation, you acknowledge that Ariba may receive from you certain Personal Data of Russian citizens for storing and your organization's own processing. Your organization, or Russian-based affiliated organizations, remain the operators, under the Russian privacy law, of Personal Data of Russian citizens submitted for processing to Ariba and are responsible for determining (i) if you or your organization will be able to comply with applicable Russian privacy laws and regulations in use of Solutions which involve processing of Russian citizens' Personal Data and (ii) whether Solutions can be used inside or outside the Russian Federation.

Ariba Privacy Statement v2.6 April 22, 2016

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**Ariba Consulting Services Order Form No. 302506243
effective October 23, 2017 ("Effective Date")**

between

**Ariba, Inc.
3420 Hill view Ave, Bldg. 3
Palo Alto, CA 94304
(hereinafter "SAP" or "Ariba")**

and

**The School Board of Broward County
600 Southeast Third Avenue
FORT LAUDERDALE FL 33301 Florida
(hereinafter "Customer" or "Licensee")**

Contact Person Ariba Divyanshu Arya	Email : Divyanshu.arya@sap.com Mobile 952-457-2368
Contact Person Licensee Ed Hinline	Email : ed.hinline@browardschools.com

SAP and Customer agree that this Order Form, together with the Consulting Services Supplement, as incorporated as Schedule A in the Order form for SAP Cloud Services (and can also be found at <http://www.sap.com/agreements/north-america>) and any Scope Document(s) attached hereto, is a binding agreement for the Consulting Services set forth therein, incorporating the SAP Cloud Services General Terms and Conditions [as entered into between Ariba, Inc. and Customer with the effective date of June 28, 2016 (Ref No. 0220558288) ("Cloud GTCs") and incorporated as Schedule E into the Order Form for SAP Cloud Services] and incorporated in the Order form for SAP Cloud services as . Customer acknowledges it has had the opportunity to review the Consulting Service Supplement prior to executing this Order Form. SAP recommends the Customer prints copies of the Consulting Service Supplement for Customer's own records. In the event of any conflicting terms or conditions, the following agreements and document (all of which are hereinafter collectively referred to as the "Agreement") shall control in the following order of descending precedence: (a) this Order Form, (b) the Consulting Service Supplement; (c) any statement of work or similar document for Consulting Services attached to this Order Form (each, a "Scope Document"), and (d) the Cloud GTCs.

1. Services.

The Services to be delivered to Licensee under this Order Form consists of the services specified the Scope Documents attached to this Order Form.

The following table provides a summary of the applicable Scope Documents for the Services to be delivered under this Order Form:

Description	Scope Document
Ariba Implementation Services	Exhibit 1

1. Invoicing.

Ariba will mail invoices to the following Licensee billing address:

The School Board of Broward County
Attn: Ed Hinline
600 Southeast Third Avenue
FORT LAUDERDALE FL 33301 Florida

Payment is due thirty (30) days from the date of SAP's invoice.

Notwithstanding anything to the contrary, Licensee acknowledges and agrees that: i) it must provide Ariba with a valid purchase order for the Services to be delivered under this Order Form, and Ariba shall have no obligation to commence delivery of the Services hereunder until it receives such purchase order; ii) such purchase order shall be governed by the terms of the GTC and this Order Form; and iii) should Ariba, in its sole discretion, elect to commence delivery of Services hereunder in advance of its receipt of a purchase order, the same shall not operate as a waiver of any of Ariba's rights (including, without limitation, Ariba's right to stop its performance of Services at any time during the period where the purchase order remains outstanding).

Ariba contact for invoice questions: FinanceAR@SAP.com.

Customer contact for payment questions: Ed Hinline (ed.hinline@browardschools.com)

2. Fees and Payment Terms:

Services Based on Fixed Fee

The Services Fees, excluding taxes and including travel and living expenses provided by Ariba for the Services as set forth in Document Exhibit 1 are at the fixed price of \$300,000 and pursuant to the following invoice schedule.

Invoice Schedule			
#	Milestone Description	Amount	Estimated Invoice Date
1	Project Kick off and commencement of Design workshops	\$75,000	November 06, 2017
2	Design complete for Sourcing, SIPM and Contracts	\$100,000	December 08, 2017
3	Training Documentation and delivery complete – Phase 1	\$75,000	January 26, 2018
4	SIPM, Sourcing and Contracts Deployment Complete	\$50,000	March 02, 2018

3. Service Location


The location for the Services provided hereunder is identified by Customer as 7720 West Oakland Park Blvd., Sunrise, FL 33351 ("Service Location"). Customer agrees and understands that the calculation of Taxes may be affected by the Service Location.

4. Term:

The term of this Order Form shall commence October 23, 2017 and shall continue until March 02, 2018.

Accepted by:

Ariba, Inc.

By: 

Printed Name: LANDON EDMOND

Title: GENERAL COUNSEL

Date: 9/21/2017

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

M. ROMERO
Commission No. 2178314
NOTARY PUBLIC-CALIFORNIA
SANTA CLARA COUNTY
My Comm Expires JANUARY 2 2021

2015 Version www.NotaryClasses.com 800-873-9865

For SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
(Abby M Freedman, Chair)

(Date)

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Janette M. Smith

Digitally signed by Janette M.
Smith

Date: 2017.09.25 17:20:13 -04'00'

Janette M. Smith, Esq.
Office of the General Counsel

Exhibit 1

Ariba Implementation Services

1. **Project Scope**

This Exhibit 1 to the Order Form addresses the Implementation Services required of the Project. It is mutually understood that business requirements, resources and dates may change subject to the applicable terms of this Scope Document and that any such material change requested by Customer or as a result of Customer inability to provide agreed upon resources, fulfill applicable assumptions and to perform the Customer Responsibilities set forth herein or the result of Customer errors or omissions may result in a Change Order in accordance with the Change Order Procedure as defined in Exhibit 2.

Customer is responsible for requesting changes to the requirements for Services. The Ariba Project Manager may assist in planning the Project, and quality checking the activities and progress. It is understood by Ariba and the Customer that any material changes to scope that are requested, will be addressed through a formal change order process. Material changes are those which specifically will impact either budget, scope, timeline or resources.

Ariba's personnel will work with Customer on the project to automate Customer's spend management processes. The implementation Services to be provided under this Exhibit are in addition to, and do not supersede, the Deployment Services outlined in the Deployment Descriptions and/or Order Form for each of the foregoing Cloud Service(s).

2. **Project Approach**

Ariba will provide the resources, as set forth herein, to help Customer manage the rollout of Ariba's Cloud Services in scope under this Exhibit.

Ariba Activities

2.1 MANAGE

Program Initiation - Manage delivery of Ariba's implementation Services and assist Customer in fostering change within its organization through program management

Project Management activities will be managed by the customer. Ariba will provide Delivery oversight (remotely) as follows:

2.1.1 Quality Assurance Audit Role

The Ariba QA Advisor:

- Assesses the proper use of agreed upon project management standards, procedures, methodologies and tools being employed by project management
- Assesses the timeliness and effectiveness of the oversight delivered on measured business to manage issues resolution, resource capacity and capability, project scope, milestone attainment, and project budget.
- Assesses the efficiency and effectiveness of the governance framework, its participants, procedures and ability to drive the program to successful completion within contracted time, scope and budget constraints
- Delivers messaging to the customer, independent of the SAP Project Team, that may be time or subject sensitive to ensure project stability.

Activities

- Pre-Deployment
 - Reviews straw man project charter created by the customer project manager
 - If delay between signature and project start, confers with customer weekly to provide guidance, begin planning, and address questions.
- Deployment
 - Monitors and drives compliance with agreed upon change control and governance policy to facilitate on-time delivery
 - Participates in regularly scheduled steering committee meetings to make decisions, provide strategic direction, and to facilitate on-time delivery
- Post-Deployment
 - Remotely participates in final closeout meeting with customer to transition support from QA to CEX, to capture lessons learned, and to agree upon a plan to address outstanding issues.

2.2 ARCHITECT

Baseline/ Design: Blueprint/Architect a design for the key business components of people, processes, technology and performance and plan for business process and organizational change

The focus of this work effort is to align the Customer's business requirements and help optimize its internal business processes utilizing the Ariba Cloud Services by:

- Combining knowledge of Customer systems/requirements and the Ariba Cloud Service to assist Customer in making business decisions for how to utilize the Cloud Service
- Bringing Ariba best practices to system and process improvement decisions.

The Ariba resource(s) will work with Customer to understand Customer's current business processes and requirements (as-is) to lay out and establish the go-forward business processes (design). This process directed to two (2) goals: (1) analyzing the current Customer processes and requirements in concert with Ariba best practices to formulate a design strategy for Cloud Service utilization; and (2) Documenting how Customer will interact and leverage the Cloud Service and outcomes from the Architect phase.

2.2.1 Sourcing

- Assist Customer with understanding the Ariba Cloud Service capabilities to determine how to configure the application for the Customer's enterprise by leveraging the provided functionality.
- Understand Customer's business processes and recommend ways for configuring the system to address Customer's business needs.
- Understand Customer's organizational structure and suggest ways for configuring the system to support the organization.
- Review existing requirements to consolidate and standardize where applicable
- Have architecture and configuration sessions to formulate the design for the business processes.
- Work with Customer to map business processes to Cloud Services and provide recommendations around alternate options (where applicable).
- Serve as knowledge resource to help guide Customer on how to utilize the Cloud Service within its organization and prepare materials for the configuration activity, including the completion of the functional design and configuration templates.
- Work with Customer to design up to two (2) sourcing process templates – 1 for Construction category and 1 generic template for all other categories.
- Assist Customer with initial sourcing project considerations including the following:
 - Sourcing process and workflow approvals (e.g., groups, geographical/department differences, etc.)
 - Sourcing groups, teams and stakeholders
 - Sourcing and process template conditions and usage

- Sourcing library
 - Number of additional customer created templates needed to meet business requirements
- Provide feedback to allow Customer to plan for administrative activities and ongoing maintenance
- Provide overview on application functionality.
- Functional Requirements Definition:
 - Business/category specific requirements/conditions
 - Custom reports and dashboard setup requirements
 - Sourcing-specific requirements including sourcing process flows, teams, and documents, RFx content standardization and library setup

Key Deliverables:

- Populate Sourcing Data Collection Templates – Data collection template required for tool configuration based on Customer processes and requirements. This deliverable will be completed in collaboration with the remote Ariba configuration team, which will then use this document to configure the Ariba Sourcing Professional Cloud Service.

2.2.2 Contract Management

- Assist Customer with understanding the Ariba Cloud Service capabilities to determine how to configure the application for the Customer's enterprise by leveraging the provided functionality
- Understand Customer's business processes and recommend ways for configuring the Cloud Service to address Customer's business needs
- Understand Customer's organizational structure and suggest ways for configuring the Cloud Service to support the organization
- Review existing requirements to consolidate and standardize where applicable
- Drive architecture and configuration sessions to formulate the design business processes
- Work with Customer to map business processes to Cloud Services and provide recommendations for alternate options (where applicable)
- Serve as knowledge resource to help guide Customer on how to utilize the Cloud Service within its organization and prepare materials for the configuration activity, including the completion of the functional design and configuration templates
- Work with Customer to design up to two (2) contract management process templates – 1 for Construction category and the 1 generic template for all other categories
- Assist Customer with initial contract management process design considerations including the following:
 - Assist Customer with understanding the contract creation process definition and approvals (e.g., groups, geographical differences, etc.)
 - Assist Customer with understanding and documenting contract groups, teams and stakeholders
 - Assist Customer with understanding contract and process template conditions and usage
 - Assist Customer with understanding language for clause library (i.e., standard, alternate and fallback clauses)
- Provide feedback to allow Customer to plan for administrative activities and ongoing maintenance
- Contract Functional Requirements Definition:
 - Business/category specific requirements/conditions
 - Custom reports and dashboard setup requirements within the existing solution
 - Contract-specific requirements including contracts process flow, teams, and documents including integration to sourcing process where applicable, contract template routing scenarios/conditions, legacy contract load strategy

Key Deliverables:

- Contracts Data Collection Template – Completed data collection template required for tool configuration based on Customer processes and requirements. This deliverable will be completed in collaboration with the remote Ariba configuration team, which will then use

the completed document to configure the Ariba Contract Management Professional Cloud Service.

2.2.3 SIPM

- Assist Customer with understanding the Ariba Cloud Service capabilities to determine how to configure the Cloud Service for the Customer's enterprise by leveraging the provided functionality
- Understand Customer's business processes and recommend ways for configuring the Cloud Service to address Customer's business needs
- Understand Customer's organizational structure and suggest ways for configuring the Cloud Service to support the organization
- Review existing requirements to consolidate and standardize where applicable
- Drive architecture and configuration sessions to formulate the design business processes
- Work with Customer to map business processes to Cloud Services and provide recommendations around alternate options (where applicable)
- Serve as knowledge resource to help guide Customer on how to utilize the Cloud Service within its organization and prepare materials for the configuration activity, including the completion of the functional design and configuration templates
- Design Supplier Workspace template and Supplier Profile Questionnaire to accommodate on-boarding three different types of suppliers (Diversity suppliers, suppliers needing pre-approvals and all other suppliers)

Key Deliverables:

- SIPM Data Collection Template – Completed data collection template required for tool configuration based on Customer processes and requirements. This deliverable will be completed in collaboration with the remote Ariba configuration team, which will then use the completed document to configure the Ariba SIPM Professional Cloud Service.

2.3 ENABLE PHASE

Phase 1 (Sourcing, Contracts and SIPM) –

Configuration will be managed by the Shared services (remote) deployment team as per the Deployment description. Customer will be responsible for configurations that are outside the scope of the Deployment description

1. Cloud Service Testing -

Ariba Shared services team will support the Customer resources with testing activities.

Key Deliverables:

- Defect Fixes

2. Cloud Service Custom User Adoption Development and Delivery

a. Development:

Once Customer's testing phase is near complete, Ariba will develop and deliver a custom user adoption program to introduce the essential functions of Sourcing, Contracts and SIPM solutions to Customer's training team. Custom user adoption development will begin upon completion of system testing.

Solutions in Scope:

- i. Sourcing Pro
- ii. Contracts Pro
- iii. SIPM

Deliverables development and Design:

- a. **Quick Reference Guides (QRG's)** – Step-by-step navigation for key or common system functions, customized to Customer standards:
 1. Sourcing – four (4) Guides; include at a minimum topics:
 - a. Creating the Event
 - b. Managing the Event
 - c. Scoring the Event
 - d. Awarding
 2. Contracts – three (3) Guides; include at a minimum topics:
 - a. Creating the CW
 - b. Approving a contract
 - c. Template Management
 3. SIPM – three (3) Guides; include at a minimum topics:
 - a. Inviting and approving a Supplier
 - b. Profile and registration Questionnaire
 - c. Performance management

The topics listed above are examples. During the deployment, Ariba trainer will collaborate with the Broward project team to finalize the topics for QRGs.

b. **Screencast Recordings**

Creation of short video segments that illustrate how to navigate in Ariba and complete basic system functions. Recordings will be playable on Client systems.

- a. **3 screencast recordings to be created for Sourcing, Contracts and SIPM (topics TBD)**

c. **Classroom training** –

1. **Train-the-Trainer – Design one-day session (Upstream) to build facilitation and system knowledge with client facilitators (includes practice facilitation).**
2. **End-user training – Design end user training for Sourcing, Contracts and SIPM, solutions (participant materials, Facilitator PowerPoint, and Facilitator outline).**

d. **Course Delivery:**

1. **Train-the-Trainer – one-day session (8 classroom hours)**
 - a. **Delivered one times**
 - b. **Maximum of six (6) participants in each session**

Note: Organizational Change Management and Project Management will be customer responsibility

3. Production Cutover Planning and Execution

Ariba shared services team will plan the activities needed to prepare the production of Ariba Cloud Service for live transactions. This includes:

- Identifying tasks that need to be done to prepare the SAP production site for use;
- Documenting tasks, timing and ownership in the Production Cutover Checklist;
- Incorporating Customer's feedback and helping them fit the Ariba cutover activities into their overall cutover timeline;
- Migrating Ariba-managed customizations to the production environment;
- Supporting Customer of the production system post go-live and transition to customer support.

Key Deliverables:

Configuration Migration to production environment

3. Preliminary Timeline and Resource Plan

Sourcing, SIPM and Contracts

		Phase 1 - Sourcing, SIPM and Contracts													
	Weeks	-1	0	1	2	3	4	5	6	7	8	9	10	11	12
Sourcing Deployment	10 weeks														
SIPM Deployment	14 weeks														
Contract Management Deployment	14 weeks														
Procure-to-Order Deployment	22 weeks														
Project Management Workstream Details				11/6	11/13	11/20	11/27	12/4	12/11	12/18	12/25	1/1	1/8	1/15	1/22
On-Going Project Management															
Project Plan & Workstream Alignments															
Sourcing Workstream Details				1	2	3	4	5	6	7	8	9	10		
Planning, Kick Off, Data review, Site enablement															
Functional Configuration Workshops and Design															
Configuration & Unit Testing															
Training, including customer training prep work															
System and final testing															
Go Live, Wrap Up															
SIPM Workstream Details				1	2	3	4	5	6	7	8	9	10	11	12
Planning, Kick Off, Data review, Site enablement															
Functional Configuration Workshops and Design															
Configuration & Unit Testing															
Training, including customer training prep work															
System and final testing - Supplier Registration for Diversity Initiative and reporting															
Go Live, Wrap Up - Supplier Registration for Diversity Initiative and reporting															
System and final testing - Performance Management															
Go Live, Wrap Up - Performance Management															
Contracts Workstream Details				1	2	3	4	5	6	7	8	9	10	11	12
Planning, Kick Off, Data review, Site enablement															
Functional Configuration Workshops and Design															
Configuration & Unit Testing															
Contract repository loading (legacy contracts)															
Training, including customer training prep work															
System and final testing															
Go Live, Wrap Up															
SAP ARIBA RESOURCES				11/6	11/13	11/20	12/4	12/11	12/18	1/1	1/8	1/15	1/22	1/29	2/5
Resource Level		-1	0	1	2	3	4	5	6	7	8	9	10	11	12
Quality Advisor	Leadership														
Procure to Order Architect	Sr Delivery														
SIPM Architect - Design Only	Sr Delivery														
Contracts Architect - Design Only	Sr Delivery														
Sourcing Architect - Design Only	Sr Delivery														
Technical Architect	Sr Delivery														
Tech Developers - BASIS, PI, ABAP	Offshore Delivery														
Training Lead	Sr Delivery														
* Limited Support is defined by < 8 hrs/week support															
** Part-time support is defined as < 16 hours/week support															

Note: Organizational Change Management and Project Management will be customer responsibility

4. Customer Responsibilities

In addition to the Customer responsibilities as set forth in the Service Description, the Customer is responsible for the following during the Project:

❖ General Hardware / Software Requirements

- Customer will be responsible for establishing and maintaining telecommunications links (if deemed necessary) as well as local area networks, and the security of its network and related systems. Ariba assumes the hardware and third party software not licensed from Ariba will function according to our expectations and will not present quality, capacity, timing, or performance problems that would adversely impact the project's overall progress. Ariba will not be responsible for the performance, reliability, availability or security of the Internet or any third

party system or hardware which is not within the scope of the Ariba responsibilities or the control of Ariba

❖ **General Data Collection & Management Requirements**

- Customer will be responsible for the data cleansing process for all legacy data to be interfaced or converted to any new systems
- The Customer is responsible for validating and approving the extracted data.
- Ariba will not be responsible for any content values associated with extracted data except to the extent caused by Ariba's extraction process.
- The Customer is responsible for delays caused by a lack of or erroneous master/reference data which may result in a formal increase in scope
- The Services performed under this Order Form may include the export of Customer data. Customer is responsible that all Customer data provided to Ariba does not contain sensitive defense information the export of which would violate the International Traffic in Arms Regulations or any other applicable export control laws or regulations

❖ **General Project Management and Structure**

- There will be a single primary point of contact from the Customer (the Customer Project Manager) during the implementation. This contact will coordinate selection and scheduling of all Customer resources during the implementation
- Customer will make timely decisions throughout the execution of this engagement. (Delays in decisions may impact Ariba resources, deliverables, timelines and fees associated with the engagement.) Customer program management will resolve core raise the escalation point with SAP for all issues raised from the project teams within 3 business days of notification
- Customer will be responsible for any delays or additional costs relating to any deficiencies in the Customer Responsibilities
- Customer will make available to the Ariba engagement team all appropriate documentation and necessary reports required to complete the project

❖ **General Project Logistics**

- Customer will provide a working location for Ariba consultants
- For a period of one year from the completion of the project, for any Ariba individual engaged on the project, Customer shall not solicit for employment or hire such individual, nor engage such individual as an independent contractor or other non-Ariba consultant.
- If Customer includes any Ariba Confidential Information and/or Cloud Materials in any Customer-created usage manuals, guides or handbooks (collectively "Customer Materials") such Customer Materials shall be restricted to Customer's internal use only and subject to the terms of the Agreement between Customer and Ariba (and/or its Affiliates as applicable) governing Customer's access to and use of the Cloud Services. Further, in addition to preserving and maintaining all copyright and trademark notices, the following designation must be placed on every page of each such Customer Material: "This document contains proprietary and confidential information of Ariba, Inc. and/or its Affiliates."

❖ **General Customer Responsibilities**

The Customer will be responsible for the following as required for the applications or solutions in scope, unless otherwise included in the contract with Ariba

- Final end user training development and presentation
- Providing sufficient and appropriate resources to perform/execute System, Integration and User Acceptance Testing
- Providing documentation of Customer's defined business process(es) required during implementation.

5. Project Organization

Ariba team will work with Customer to confirm the appropriate team structure based on mutually agreed upon responsibilities. Leveraging Ariba's past experience and the customer business objectives, Ariba recommends the following resources, as outlined below, to support the enablement

of the Ariba Cloud Services in scope for this Exhibit herein. Ariba's project team is planned to include the following types of resources assigned on a part-time and/or full-time basis.

5.1 Ariba Resources

- **Quality Assurance Audit Role.** (Onsite during UAT and Production cutover) Responsible for providing delivery oversight to Ariba resources.
- **Functional/Business Resource(s).** (Onsite for Design) Responsible for working with the Customer's team to gather requirements, review existing process documentation, identify gaps and propose workarounds, and assist with the completion of functional specification/enablement workbook documentation.
- **Training Resource(s).** (Onsite for 1 week to finalize QRG topics) Responsible for working with the Customer's Training and Change Management team to prepare Quick reference guides.

5.2 Customer Project Team

The Customer Project team will be as follows:

Customer Role	High-Level Responsibilities
Project Sponsor	-Provide overall project vision, guidance for high-level issue resolution, senior leadership communication in support of the project, help to drive change management for higher adoption -Active participation in the deployment steering committee
Project Manager	-Primary point of contact for overall deployment -Partners with Ariba Project Manager to manage project timeline, manages all customer resource activities throughout the project, drive resolution of any escalated issues including those issues raised with SAP Ariba, as well as other key project management items
Functional Lead: Sourcing, Contracts, SIPM (1 per solution)	-Participate in configuration workshops, issue resolution -Responsible for all customer testing -Develop cutover plan and manage cutover execution
Technical Advisor	-Technical contact for all Ariba interaction/coordination
Change Management and Training Lead	Co-ordinate and manage Change Management and training activities in collaboration with Ariba trainer

5.3 Project RACI

The following responsibility assignment matrix describes the participation by Ariba and Customer in completing deliverables. The purpose of the chart is to clarify roles and responsibilities across the various deployment activities and prevent redundancy between scopes delivered by each party.

RACI Definitions:

- **Responsible (R)** - Party who perform a task - the doer, responsible for action/ implementation. R's can be shared.
- **Accountable (A)** - The party who is ultimately accountable includes yes/no and power of veto. Only one "A" can be assigned to a task; the process owner.
- **Consulted (C)** - The party to provide upfront Ariba best practices guidance and be consulted prior to a final decision or action is taken. Two-way communication.
- **Informed (I)** - The party who needs to be informed after a decision or action is taken.

Phase	Scope / Activity	Deliverable	Ariba	Customer
Prepare	Project Management	Provide a sample Project charter	C, R	A

		Update sample project charter as per customer's KPIs	C	R, A
		Provide sample/baseline project plan and weekly updates and inputs to customer PM	C, R	A
		update project plan and maintain for the duration of project	C	R,A
		Status reports	C	R, A
		Project communication plan	C	R, A
		Risk mitigation matrix	C	R,A
		Issue resolution matrix	C	R,A
		End of project quality review	C	R, A
Explore	Scope Confirmation and Rollout Planning	Transaction / Spend enablement strategy	R, A	C
	Process Design	Design process maps & policies	R	A
		Functional requirements document	R	A
		Design organizational charts for program operations function	C	R, A
		Define the system responsibilities and ownership	C	R, A
	Process Refinement	Refined process maps	R	A
Enable	Testing Support	Testing plan	C	R, A
		Use cases	C	R, A
		Test scripts	C	R, A
		Testing issues log	C	R, A
		Configuration issues resolution	R	A
	Training	Training Development and Delivery	R	C,A
Deploy	Production Transition	"Go / No Go" decision	C	R, A
		Configuration migration	R	C, A

The following assumptions and exclusions apply in addition to those set forth in the section Assumptions and Exclusions in the Service Description. The price in the Order Form is based on these assumptions.

6. **Assumptions about Project Delivery**

- If there is a planned break between phases or if the project goes on hold as a result of Customer request, Ariba holds the right to move existing resources to service other customers. Upon resumption of engagement, Ariba reserves the right to provide alternate resources with equivalent knowledge, skills, availability and capability of previously assigned resource. In this case, Ariba assumes, the customer accounts for transition time and cost involved in onboarding new consultants.
- Customer will make timely decisions throughout the execution of this engagement. (Delays in decisions may impact Ariba resources, deliverables, timelines and fees associated with the engagement and may result in Change Request.)

7. Assumptions and Exclusions about Solution Scope

The scope is limited to the standard solution processes associated with the scope items listed in the project scope as 'In Scope'. Any items or Services not defined as 'in scope' for this Project are deemed out of scope, including, but not limited to the following out of scope items.

The following exclusions apply to the scope of this Project:

- Any formal Ariba education trainings or other offerings from SAP Education(except as defined by the Order form)
- The development of new functionality, extensions or co-innovation
- Data cleansing or data cleanup
- Custom developments and software developments.
- Any changes required because of pre-existing Customer specific enhancements or developments.
- Any changes required because of quality or values of Customer's master and transactional data. Reports that are not in the Ariba standard application or modifications to these standard report

8. No Waiver of Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

9. Insurance Requirements

- Commercial general liability with a limit of \$1,000,000 per occurrence and \$2,000,000 in general aggregate including, but not limited to, coverage for bodily injury, death, property damage, products and completed operations, premises/operations, contractual, and personal and advertising injury liabilities;
- Commercial automobile liability with a combined single limit of \$1,000,000 per occurrence covering bodily injury, death and property damage resulting from operation of owned, non-owned, hired or leased vehicles by Ariba's employees;
- Workers' compensation in compliance with statutory requirements;
- Employer's liability with limits of \$1,000,000 each accident, \$1,000,000 by disease policy limit,\$1,000,000 by disease each employee;
- Excess/Umbrella liability with a limit of \$2,000,000 per occurrence with respect to coverage required in and (b) above; and
- Technology professional liability with a limit of \$1,000,000 per claim and in the aggregate covering claims arising out of errors or omissions in connection with services provided by Ariba as described in the Agreement and including network security and private data risks involving unauthorized access, failure of security, transmission of malicious code, denial of service attacks, and unauthorized disclosure or misappropriation of private data. The policy shall have a retroactive date on or before the Agreement effective date or the date of Ariba's first professional service, whichever is earlier. Ariba shall use commercially reasonable efforts to maintain such coverage for one (1) year following expiration or cancellation of the Agreement.
- Ariba shall be responsible for any deductibles or self-insured retentions under the aforementioned policies. Following execution of the agreement and upon request of Customer, Ariba shall provide or make available for download a certificate of insurance evidencing existence of the required coverage. Ariba, its insurer(s) or broker(s) shall endeavor to provide Customer thirty (30) days advance written notice in event of cancellation of policies required herein. None of the requirements contained herein as to types or limits or Customer's approval of insurance coverage to be maintained by Ariba are intended to, and shall not in any manner, limit, qualify or quantify the liabilities and obligations assumed by Ariba under the agreement.

EXHIBIT 2
CHANGE REQUEST PROCEDURE

1. Describe the requested change:

2. Define the impact, if any, on existing Services and Deliverables (if any):

3. Define additional Services required as a result of the requested change, if any:

4. Define the impact, if any, to the existing Project plan. Provide an updated Project plan if appropriate.

5. Provide an updated Services and payment schedule, if appropriate.

SAP CONSULTING SERVICES SUPPLEMENTAL TERMS AND CONDITIONS ("SUPPLEMENT")

SAP and Customer ("Customer" shall mean "Licensee") have agreed that SAP delivers to Customer certain Consulting Services. These supplemental terms and conditions (the "**Supplement**") and any modifications to the Agreement made herein apply solely to Consulting Services and not to any other SAP product or service or the Cloud Service itself. In case of conflict the terms of the Scope Document shall prevail over any Service Description and the provisions of this Supplement.

1. DEFINITIONS

- 1.1 "Consultant"** means any employee or third party contractor which SAP utilizes to provide Consulting Services to Customer.
- 1.2 "Deliverables"** means those specific work products or tangible results which are explicitly identified as "Deliverable" under the applicable Order Form.
- 1.3 "Scope Document"** means the document that is provided with and becomes part of the applicable Order Form which further defines the scope of Consulting Services to be provided and other engagement specifics.
- 1.4 "Service Description"** means pre-defined descriptions of services found at <http://www.sap.com/corporate-en/about/resources/service-descriptions/index.html> in effect as of the Order Form Effective Date.

2. TERM AND TERMINATION

- 2.1 Term.** Each Consulting Service shall be effective as of the Effective Date set forth in that 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.
- 2.2 Termination for Convenience.** Consulting Services (excluding fixed-price Consulting Services) may be terminated by either party upon thirty (30) days' prior written notice.
- 2.3 Effect of Termination.** Customer shall be liable for all payments to SAP, including all fees and expenses up to the effective date of termination. All Confidential Information (excluding Consulting Services Deliverables that Customer has paid for) 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.

3. CONSULTING SERVICES WARRANTY

- 3.1 General.** SAP warrants that it will perform the Consulting Services in a professional workmanlike manner using resources with the skills reasonably required to perform such services.
- 3.2 Conformance.** SAP warrants that for ninety (90) days following provision of the Consulting Services the Deliverables will materially conform with the specifications for that Deliverable in accordance with the respective Service Description or Scope Document provided that the warranty period for Deliverables (if any) resulting from any subscription based Consulting or Cloud Services will in no event exceed the termination date of the subscription based Consulting or Cloud Services.
- 3.3 Exclusion.** SAP does not warrant error-free or uninterrupted operation of any Consulting Services or Deliverable or that SAP will correct all non-conformities.
- 3.4 Claims.** Customer shall notify SAP within ninety (90) days of provision of the Consulting 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. Provided Customer has notified SAP in accordance with this Section of a warranty breach and SAP validates the existence of such warranty breach, SAP will, at its option re-perform the applicable Consulting Services or Deliverable, or 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.

4. CHANGE REQUEST PROCEDURE

Either party can request changes to the Consulting Services in accordance with the form attached to the Order Form or included in the applicable Service Description ("**Change Request**"). SAP is not required to perform under a Change Request until agreed to and signed by the parties.

5. PROVISION OF SERVICES

- 5.1 Personnel.** The selection, assignment or replacement of Consultants is at SAP's sole discretion and SAP reserves the right to replace any Consultant at any time at its sole discretion with resource Consultant with equivalent skills.

- 5.2 Replacement.** If at any time Customer or SAP is dissatisfied with the material performance of an assigned 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).
- 5.3 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 agreed to be spent by SAP resources on such Consulting Service will be charged to Customer.
- 5.4 Rights.** Customer ensures to have all necessary license rights including third party license rights required for the Consulting Services.

6. LIMITATION OF LIABILITY, LIABILITY CAP FOR CONSULTING SERVICES

Consulting Services shall be subject to Section 10 of the GTC, except that the following shall replace and supersede Section 10.2 of 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.

7. FEEDBACK

Customer may be invited to participate in certain evaluations, presentations, meetings, surveys or discussions (collectively, "**Discussions**") for the purpose of informing Customer of SAP's business and technology direction, and to allow Customer, at its sole discretion, to provide SAP, SAP Affiliates or SAP SE 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, non-transferable (except to SAP Affiliates), royalty-free license, with the right to sublicense through multiple tiers, under applicable laws to use, publish, modify, and otherwise benefit from Feedback in any manner and via any media. Content of Discussions may include areas outside the scope of Consulting Services and may relate to any SAP software, products, solutions and/or services. Confidential Information disclosed or made available by SAP, or Customer during Discussions may only be used for the purpose of the Discussions and shall be protected from unauthorized use and disclosure in accordance with the GTC. Customer acknowledges that the information related to software, products, services, business or technology plans of SAP, disclosed during the Discussions, is only intended as possible strategies, developments, and functionalities and is not intended to bind SAP to any particular course of business, product strategy, and/or development.

8. NON-SOLICITATION

Neither party shall knowingly solicit or hire, the other party's employees involved in the Consulting Services during the performance of the Consulting Services 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.