Schedule B to the GTC
"Professional Services Schedule"

The parties agree that this Schedule is hereby annexed to and made a part of the GTC. In each instance in which provisions of this Schedule contradict or are inconsistent with the provisions of the GTC, the provisions of this Schedule shall prevail and govern.

WHEREAS, Licensee licensed from SAP the right to Use SAP Software pursuant to the Agreement and SAP provides, through its employees, affiliates, and third party contractors ("Consultants"), consulting and professional services ("Services") in the United States.

1. Provision of Services. SAP will provide the Services in accordance with Statement(s) of Work ("SOW"). The SOW's more fully describe the scope, duration and fees for the Services. All Services of the SAP Consultant(s) will be coordinated with the designated Licensee representative. Licensee is responsible for making the necessary arrangements to allow SAP to perform the Services.

2. Satisfaction with Personnel. If at any time Licensee or SAP is dissatisfied with the material performance of an assigned Consultant or a Licensee project team member, the dissatisfied party shall promptly report such dissatisfaction to the other party in writing and may request a replacement. The other party shall use its reasonable discretion in accomplishing any such change (which also, in the case of SAP, shall be subject to staffing availability).

3. Compensation of SAP. All Services will be provided by SAP on a time and materials (plus expenses) basis at SAP's then current rates, unless otherwise agreed by the parties in a SOW.

4. Taxes. Fees and other charges described in the applicable SOW do not include taxes. If SAP is required to pay sales, use, property, value-added or other taxes ("Taxes') based on the Services provided under this Schedule, then such taxes shall be billed to and paid by Licensee. This section shall not apply to taxes based on SAP's income. Licensee also agrees to pay SAP for additional tax amounts if any, created by the taxability of Consultants reimbursed travel and living expenses resulting from long term assignments at Licensee's locations. Licensee hereby agrees to indemnify SAP for any Taxes and related costs, interest and penalties paid or payable by SAP.

5. Work Product. All title to and rights in the Services, deliverables and work products, and all Intellectual Property Rights embodied therein, including techniques, knowledge or processes of the Services, deliverables, or work product (whether or not developed for Licensee), shall be the sole and exclusively property of SAP and SAP AG. Once all amounts due under a SOW are paid in full, Licensee is granted a non-exclusive, non-transferable license for the duration of the license granted under the License Agreement, so long as Licensee complies with the terms of the License Agreement and this Agreement to use any deliverables and work products provided to it by SAP under a relevant SOW under this Agreement in order to run Licensee's and its Affiliates' internal business operations.

6. Warranty. SAP warrants that its Services shall be performed in a professional and workman-like manner and with the skills reasonably required for ninety (90) days following the completion of the Services. Unless it is expressly confirmed in writing by SAP, no communication of any kind can be construed as imposing on SAP any other or more onerous duty or liability than is set forth in this Agreement. Provided Licensee notifies SAP in writing with a specific description of the Services warranty breach within the warranty period and SAP validates the existence of such warranty breach, SAP will, at its option, (i) re-perform the applicable Services; or (ii) refund the fee paid for the applicable Services. This is Licensee's sole and exclusive remedy for a warranty breach.

   SAP AND ITS LICENSORS DISCLAIM ALL WARRANTIES EXPRESS OR IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIESOF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

7. Limitation of Liabilities. WITH RESPECT TO SERVICES, ANYTHING TO THE CONTRARY NOTWITHSTANDING, EXCEPT FOR DAMAGES RESULTING FROM UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION AND SAP'S RIGHT TO COLLECT UNPAID FEES, UNDER NO CIRCUMSTANCES SHALL SAP, ITS CONSULTANTS OR LICENSEE BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE FEES PAID FOR THE APPLICABLE SERVICES UNDER THE RELEVANT SOW, AS APPLICABLE, DIRECTLY CAUSING THE DAMAGES OR BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES. The provisions of the Schedule and the fees under a specific SOW allocate the risks between SAP and Licensee.

8. Termination. The terms of this Schedule shall be effective as of the Effective Date of the Agreement and shall remain in effect until terminated by either party upon thirty (30) days prior written notice or otherwise in accordance with a particular SOW. Licensee shall be liable for payment to SAP for all Services provided prior to the effective date of any such termination, including any expenses incurred pursuant to the provision of such Services, in accord with the applicable SOW.

9. General Provisions.

   9.1 SAP may subcontract all or part of the Services to be performed to a qualified third party.

   9.2 With respect to the Services provided by SAP under this Schedule and any SOW hereto, the relationship of SAP and Licensee is that of an independent contractor.

   9.3 This Schedule, including any applicable SOWs, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter. In the event of any inconsistencies between this Schedule and a SOW, the SOW shall take precedence over the Schedule. Any purchase order or other document issued by Licensee is for administrative convenience only.

10. Survival. Sections 5 and 7 above shall survive any termination of this Schedule.