SAP Financials OnDemand Supplemental Terms and Conditions

SAP and Customer have entered into an agreement for the purchase of certain SAP products and services ("Agreement") pursuant to which Customer is purchasing SAP Financials OnDemand ("SAP Financials"). SAP Financials is deemed part of the Service (as defined in the General Terms and Conditions for SAP Cloud Services) and is provided under the terms and conditions of the Agreement. The Agreement includes an Order Form, the General Terms and Conditions for SAP Cloud Services, these supplemental terms and conditions (the "Supplement") and any Schedules referenced by those documents. This Supplement and any modifications to the Agreement made herein apply solely to SAP Financials and not to any other SAP product or service. In the event that this Supplement is inconsistent with the terms of the Agreement, the terms of this Supplement shall prevail and govern.

- Named User(s) may also include Business Partners of Customer. "Business Partner" means a legal entity that
 requires access to SAP Financials in connection with Customer's internal business operations, such as customers,
 distributors and/or suppliers of Customer. Named Users may be either Full Users or Limited Users. Limited Users
 are limited to access for: Tasks, notifications, approvals; self-service; audit; and analytics and reports (according
 to assigned Work Centers).
- 2. Go-Live, System Access and other Customer Obligations
 - a) Customer's productive use of SAP Financials will commence once Customer has activated the "Confirm Go-Live" activity in the business configuration of Customer's SAP Financials system. SAP's verification of readiness for productive use will take place when the activity "Request for Go-Live" is activated by Customer.
 - b) To access and use SAP Financials, Customer shall fulfill the additional obligations and prerequisites set out in the SAP Financials materials available from the SAP business center. For clarity, such prerequisites relate to set-up, and/or configuration/implementation of SAP Financials.
- 3. Customer shall be solely responsible for verifying that SAP Financials meets Customer's legal and regulatory compliance requirements.
- 4. Use of SAP Financials interfaces by Customer is subject to a separate agreement between Customer and SAP and subject to additional fees.
- 5. Jam Service

Notwithstanding anything to the contrary in the Agreement, the following terms apply solely to the Jam Service and prevail over any conflicting terms in the Agreement:

"Maintenance Window" means a window of time during which the Jam Service may be down for maintenance, which window is, in addition to the window in this Supplement, Thursdays during the hours of 9:00 p.m. to 10:00 p.m. U.S. Mountain Time for the Arizona data center, 7:00 p.m. to 8:00 p.m. U.S. Eastern Time for the New Jersey data center and 11:00 p.m. to 12:00 a.m. Central European Time for the European data centers.

"User Content" means information that is uploaded to the Jam Service by Named Users. User Content shall be considered Customer Data.

- a) Notwithstanding anything in the Agreement to the contrary, Customer shall at all times be responsible for deleting User Content from the Jam Service.
- b) If SAP is notified by a Named User or an owner of User Content that the User Content allegedly does not conform to the Agreement, SAP may investigate the allegation and determine in good faith and in its sole discretion whether to remove the User Content, which it reserves the right to do at any time. SAP reserves the right, but has no obligation, to monitor User Content and interactions between Named Users or Customer and its Named Users. Customer represents and warrants that it will take down any and all User Content that it becomes aware is infringing in a prompt manner or promptly notify SAP to do so.
- c) Once exported from the Service by a Named User, User Content is no longer Customer Data subject to Exhibit 2 to the General Terms and Conditions for Cloud Services, "ANNEX FOR COMMISIONNED PROCESSING OF PERSONAL DATA".
- 6. The Service may be accessed by Named Users through a mobile application obtained by Named Users via third-party websites. Customer acknowledges that the use of such mobile applications is governed by the terms and conditions presented to the Named User upon download/access to the mobile application and not by the terms of the Agreement. Customer acknowledges that the third party that operates the website through which the mobile application is distributed may stop distributing the mobile application at any time, and SAP is not responsible for the unavailability of the mobile application due to the actions of the third party distributor.

7. Maintenance Windows

SAP can use the following maintenance windows for planned downtimes:

	Maintenance Windows
Regular Maintenance Windows	Tuesday and Thursday nights from 2 a.m. to 4 a.m. Coordinated Universal Time (*)
Major Upgrades	Up to 4 times per year from Friday 10 pm to Monday 3 am <u>Coordinated Universal Time(*).</u> SAP will inform Customer in advance (either by email or by any other electronic means)
(*) Coordinated Universal Time	UTC-5, America; UTC+2, Europe; UTC+8, APA

For Private Edition, the following maintenance windows for planned downtimes shall apply:

	Maintenance Windows
Regular Maintenance Windows	Tuesday and Thursday from 12:00 to 02:00. Coordinated Universal Time $(*)$.
Major Upgrades	Up to 4 times per year from Friday 10 pm to Monday 3 am Coordinated Universal Time (*). SAP will inform Customer in advance about the planned upgrade scheduling. Customer and SAP may mutually agree to re-schedule the upgrade date within the disclosed upgrade time frame (usually an upgrade time frame comprises 4-8 weekends after a new version is officially released).
(*) Coordinated Universal Time	UTC-5, America; UTC+2, Europe; UTC+8, APA