

SAP Pioneer Supplemental Terms for Professional Services (“Services Terms”)

1. Provision of Professional Services

1.1 SAP Pioneer will provide the Professional Services in accordance with the provisions of the Agreement.

1.2 If any Professional Services, in whole or in part, are delayed or cannot be provided by SAP Pioneer due to an issue arising on Customer's or its third parties' side, SAP Pioneer shall not be responsible for any delays or non-performance of the Professional Services arising in connection with such issue. Customer shall promptly provide SAP Pioneer a reasonable advance notice regarding such issues and the additional time spent by the Consultants in relation to rectification of such issues shall be paid by the Customer.

1.3 All dates and timelines with respect to performance of the Professional Services are indicative in nature and SAP Pioneer shall not be responsible for any delays caused due to factors outside the control of SAP Pioneer.

1.4 In addition to the provisions set out in section 4 (Term and termination) of the GTC, certain types of Professional Services (e.g. AMS or Pioneer360 Services) may be provided as a subscription. The subscription commences on the Effective Date of the Order Form unless otherwise specified therein and continues for the initial Subscription Term (“Initial Term”) as specified in the Order Form. Thereafter, the specific Order Form will renew for successive periods of twelve (12) months (“Renewal Term”) unless a party gives at least three (3) months prior written notice to the other party of its intention not to renew the Services.

2. Acceptance

2.1 The parties may agree in an Order Form that specific Deliverables (if any) may be subject to acceptance procedures.

2.2 The acceptance criteria applicable to a Deliverable shall be agreed upon in the applicable Order Form. SAP Pioneer shall seek acceptance in the format as prescribed in Annex 1 (Acceptance Document) to these Services Terms (unless a different acceptance format is mutually agreed between the parties), and the following acceptance procedure will apply:

- (i) Upon delivery of a completed Deliverable by SAP Pioneer, Customer shall within ten (10) Business Days (“Acceptance Period”) either accept or reject the Deliverable on account of a Material Defect in the Deliverable. If the relevant Deliverable materially meets the agreed acceptance criteria, Customer shall accept the Deliverable. Acceptance shall not be unreasonably withheld or delayed by Customer.
- (ii) If Customer notifies SAP Pioneer that it rejects the Deliverable due to a Material Defect, Customer shall provide written notice within the Acceptance Period, specifying the details of the Material Defect. SAP Pioneer shall have a reasonable period to remedy the Material Defect and redeliver the Deliverable to the Customer. In the event that (i) the Deliverable fails the acceptance test for more than two (2) times and SAP Pioneer has attempted to remedy the Material Defect more than two (2) times, and/or (ii) SAP Pioneer determines that the Material Defect is incapable of being remedied, SAP Pioneer shall return the Fees associated with the defective Deliverable to the Customer. If Customer fails to expressly accept or reject any Deliverable within the Acceptance Period, Customer shall be deemed to have accepted such Deliverable upon the expiry of the Acceptance Period.
- (iii) Upon acceptance of a Deliverable, all Professional Services associated with such Deliverable shall be deemed accepted and SAP Pioneer shall have no further obligation with respect to an accepted Deliverable, except for the warranty as described under section 7 (Warranty). If Customer fails to provide SAP Pioneer with a Rejection within the stipulated Acceptance Period and Customer is using the Deliverable without any reservation, the Deliverable shall be deemed accepted by Customer.

2.3 Where no acceptance criteria are specified in the Order Form, or where no acceptance criteria apply to a Deliverable, the Deliverable shall be deemed complete and accepted by Customer upon the performance or delivery by SAP Pioneer.

3. Customer's General Responsibilities

3.1 Customer shall make necessary arrangements to allow and facilitate SAP Pioneer to perform the Professional Services.

3.2 Customer shall provide and make available all Customer personnel that SAP Pioneer reasonably requires in connection with the performance of Professional Services and such availability requirements may be further addressed in the applicable Order Form.

3.3 If the Professional Services are performed at Customer's site, Customer agrees to provide necessary access to its premises, the necessary equipment and other facilities required to facilitate the proper performance of Professional Services.

3.4 Customer shall ensure to have all necessary license rights including third party license rights required to allow SAP Pioneer the performance of the Professional Services.

4. Change Request procedure

4.1 Either party ("Requesting Party") can request changes to or request additional Professional Services under an existing Order Form in accordance with the Change Request Template attached as Annex 2 to these Services Terms ("Change Request").

4.2 The other party ("Responding Party") will use reasonable efforts to respond to such Change Request within ten (10) Business Days of the receipt of Change Request.

4.3 Both parties will use reasonable efforts to either fully execute such Change Request, or mutually agree to abandon such Change Request, within fifteen (15) Business Days of the Responding Party's receipt of the Change Request.

4.4 Subject to section 4.8 of the GTC, SAP Pioneer will not perform Professional Services under a Change Request prior to the execution of such Change Request by both parties.

4.5 Customer acknowledges and agrees that any changes to the Fees (and additional Fees as may be agreed in writing in the Change Request) have been established based on information provided to SAP Pioneer by the Customer and that SAP Pioneer has relied on the accuracy of this information provided by Customer as a material factor in performing the initial sizing/scoping and calculating such additional Fee for such Professional Services.

5. SAP Pioneer Personnel

5.1 The selection of Consultants assigned or deployed to deliver Professional Services shall be at SAP Pioneer's sole discretion and SAP Pioneer reserves the right to replace any Consultant at any time with a replacement Consultant having similar skills.

5.2 If at any time Customer or SAP Pioneer is dissatisfied with the material performance of a Consultant or a Customer project team member, the dissatisfied party shall promptly report such dissatisfaction to the other party in writing and may request a replacement. The other party will use its reasonable discretion and shall make reasonable efforts in accomplishing any such replacement of such resource (which also, in the case of SAP Pioneer, shall be subject to staffing availability).

6. Intellectual Property Rights

6.1 All title to and rights in the Professional Services, Deliverables and Work Products, and all Intellectual Property Rights embodied therein, including techniques, knowledge, concepts, frameworks, methodologies, analytical tools, industry data and insights or processes of the Professional Services, Deliverables and/or Work Products (including without limitation, developed for, to address a requirement of or in collaboration with Customer), shall be the sole and exclusive property of SAP Pioneer and/or licensors. Customer agrees to execute and to ensure that its third parties execute such documentation as reasonably necessary to secure the title of SAP Pioneer, SAP Pioneer GmbH, their Affiliates and/or licensors over such rights.

6.2 Once all amounts due under an Order Form are paid in full and all claims have been satisfied, SAP Pioneer will grant to Customer a perpetual, irrevocable, paid-up, non-exclusive, non-transferable, non-sublicensable (except for sublicenses to Customer's Affiliates) license to use any Deliverables and Work Products provided to Customer by SAP Pioneer under the applicable Order Form for the sole purposes of carrying out Customer's and/or its Affiliates' internal business operations subject to Customer's compliance with the terms of the Agreement.

6.3 Any Professional Services, Deliverables, and Work Products provided by SAP Pioneer to Customer prior to the execution of an applicable Order Form or a Change Request are the sole property and Confidential Information of SAP Pioneer and shall be governed by the terms of this Agreement. If no Order Form is executed, all Work Products and Deliverables must be returned to SAP Pioneer or deleted and must not be used by Customer.

6.4 To the extent that the Professional Services, Deliverables and/or Work Products contain any Pre-existing Materials which were created and/or owned by either party prior to the Effective Date or falls entirely outside of the scope of the Professional Services, the Intellectual Property Rights in such Pre-existing Materials shall remain to be the sole and exclusive property of such party, and each party grants the other party and their Affiliates a perpetual, irrevocable, paid up, non-exclusive, non-transferable, non-sublicensable license to use in their respective Pre-existing Materials solely for the purposes of and in relation to the Professional Services and/or Deliverables in the Agreement.

6.5 Customer acknowledges that the performance of the Professional Services by SAP Pioneer under this Agreement requires the skills and know-how of SAP Pioneer, including but not limited to concepts, processes, Trade Secrets, know-how, ideas, knowledge, methodologies and techniques developed by SAP

Pioneer other than Professional Services (collectively, "Know-How"). SAP Pioneer shall be the sole and exclusive owner of such Know How including any Intellectual Property Rights therein and nothing contained in the Agreement or otherwise prohibits SAP Pioneer from using any of the Know-How to perform similar services for other customers or using it for SAP Pioneer's internal purposes including for the purposes of product development and standardization activities; provided, however, any Customer's Confidential Information and/or personal information shall not be used for the purposes of this subsection 6.5.

7. Warranty

7.1 SAP Pioneer warrants that:

- (i) All Professional Services will be performed in a professional, workman-like manner by Consultants with the skills reasonably required for the Professional Services; and
- (ii) Where the parties have agreed upon Specifications for a Deliverable in an Order Form, such Deliverable shall materially conform with the agreed Specifications for thirty (30) calendar days ("Warranty Period") following its acceptance in accordance with section 2 of these Services Terms.

7.2 SAP Pioneer does not warrant error-free or uninterrupted operation of the Professional Services and/or Deliverable(s) or that SAP Pioneer will correct all non-conformities.

7.3 Where Customer detects an alleged warranty breach during the Warranty Period, it shall notify SAP Pioneer in writing within without undue delay and provide SAP Pioneer with a precise description of the alleged warranty breach and all relevant information reasonably necessary for SAP Pioneer to remedy such warranty breach.

7.4 Provided that Customer has notified SAP Pioneer in accordance with section 7.3 of an alleged warranty breach, SAP Pioneer will, upon review of the information, at its option:

- (i) re-perform the applicable Professional Services or Deliverable; or
- (ii) refund the Fees paid or reallocate quota for the specific non-conforming Service or Deliverable.

Section 7.4 shall be Customer's sole and exclusive remedy for a warranty breach.

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

8. General Provisions

8.1 Travel Expenses. The Fees are exclusive of any travel and accommodation costs. In the event that Consultants are required to travel to Customer's site or any other location/site as determined by the Customer in connection with the Professional Services, such costs will be borne by Customer at a flat daily rate per Consultant as specified in the Order Form.

8.2 Survival. In addition to the sections established in section 4.7(b) of the GTC, section 6 (Intellectual Property Rights) of these Services Terms shall survive any termination of the Agreement.

9. System Security and Data Safeguards

When SAP Pioneer is given access to Customer Data and systems, SAP Pioneer shall make reasonable efforts to comply with Customer's reasonable administrative, technical, and physical safeguards to protect such Customer Data and guard it against unauthorized access. In connection with such access, Customer shall be responsible for providing Consultants with user authorizations and passwords to access its systems and revoking such authorizations and terminating such access, as Customer deems appropriate from time to time. Customer shall not grant SAP Pioneer access to Customer's systems or personal information (of Customer or any third party) unless such access is essential for the performance of the Professional Services under the Agreement. The parties agree that no breach of this provision shall be deemed to have occurred in the event of SAP Pioneer non-conformance with the aforementioned safeguards, but where no personal information has been compromised.

Annex 1
Acceptance Document

1. Master Data

SAP Pioneer Contract Number	
Submission Date of this Acceptance Document	

2. Deliverables

The following Deliverables shall be subject to Customer's acceptance in accordance with section 2 (Acceptance) of the Services Terms:

Deliverable Name	Submission Date of Deliverable	Acceptance Criteria	Decision (Accepted/Rejected)	Decision Date	Details and reasons for Rejection (if applicable)

3. Approval Status

The Deliverables submitted for acceptance are hereby **accepted/rejected**.

On behalf of Customer:

Signature

Name

Title

Date

Annex 2

Change Request Template

This Change Request No. **xx** ("Change Request") is being executed between [SAP Pioneer Entity] and [Customer Entity] that are parties to the [Name of the Agreement/Order Form No. XX] dated [Effective Date of the Agreement/Order Form] in accordance with the Change Request Procedures specified under section [Section reference] of the [Services Terms/MSA/PSA/other framework as applicable].

1. Master Data

Effective Date of this Change Request	xxxx
Change Request Number	xxxx
SAP Pioneer Contract Number	xxxx
Submitting party	xxxx
Submission date	xxxx
Affects Scope Document/Services/Deliverables	Yes/No
Extended Term	Yes/No
Changes in Fees	Yes/No

2. Planned Changes

Term extension: The Order Form/Agreement MSA/PSA/other framework as applicable] is hereby extended for a period of **xx months/years** from **_____** till **_____**.

Change in scope: [Please specify the changes in the scope of services, if needed, add an updated project plan]

Reason for the change in scope: [Please provide the rationale behind the change in the scope of services]

Benefits/Impact of the Change Request: [Please outline the benefits/impact of this Change Request]

Additional Deliverables/Milestones: [Please specify if there are any additional Deliverables being delivered or any additional milestones under this Change Request].

Additional effort: [Please specify the additional hours/days/additional resources that are being utilized in a tabular form.]

3. Price and payment

The additional Fees associated with this Change Request shall be **xxx**. The payment and invoicing procedures outlined in [Section Reference to the payments section] of [Services Terms /MSA/PSA/other framework as applicable] shall apply to the payment of Fees under this Change Request.

[IF APPLICABLE: Fee breakdowns/fee tables can be inserted in this section]

4. Decision

The Change Request is **accepted/rejected**.

[Signature section follows in the next page]

[Full Name of SAP Pioneer Entity]

Signature:

Name:

Title:

Date:

[Full Name of Customer Entity]

Signature:

Name:

Title:

Date:

Signature:

Name:

Title:

Date:

Signature:

Name:

Title:

Date: