

SAP Pioneer Supplemental Terms for SaaS ("SaaS Terms")

These terms apply to the provisioning of any SaaS offering from SAP Pioneer.

1. Obligations of the parties

1.1 Obligations of SAP Pioneer. SAP Pioneer will perform its obligations in the manner described in this Agreement.

1.2 Support Services. SAP Pioneer will provide Support Services as agreed in the Order Form.

1.3 Obligations of Customer. In addition to performing its obligations under the Agreement, the Customer shall be responsible for:

- (i) procuring, operating and maintaining in good condition and in accordance with the Documentation the tools, facilities, network connections, systems, telecommunications links from its systems to SAP Pioneer's data centres and other resources required to use the SaaS; and
- (ii) providing any assistance reasonably required by SAP Pioneer to fulfil its obligations under the Agreement.

2. Access rights

2.1 SAP Pioneer will provide non-exclusive, non-transferable, non-sublicensable access rights to the Customer for its Users to access the SaaS. The Customer must provide separate access rights for each User. The Customer must ensure that its Users are natural persons.

2.2 The Customer may only designate Users from the following groups:

- (i) employees of the Customer and/or its Affiliates; and
- (ii) individuals who are a Business Partner of the Customer and who need access to the SaaS solely for the purpose of providing services to the Customer.

2.3 The total number of Users will not exceed the number set forth in the applicable Order Form, except as expressly agreed otherwise to in writing by the parties and subject to any appropriate adjustment of the Fees in accordance with section 5 (Excess Use) of these SaaS Terms. In the event that it is specified in the Order Form that the Customer has named Users, Customer will only receive access rights for the number of named Users specified in the applicable Order Form. The Customer will only distribute the access rights to the specified named Users.

2.4 Customer shall be responsible for any breach of the terms of the Agreement by its Users, its Affiliates' Users and its Business Partners' Users.

2.5 To the extent that any On-premise Component is made available to the Customer for the purposes of limited use with any SaaS offering, the Customer may download and install such On-premise Component. The Customer is responsible for the installation and operation of the On-premise Component, including any updates. The Service Levels shall not apply to these On-premise Components. Customer may only use the On-premise Components during the Subscription Term subject to the provisions of Part 3 (Maintenance and Support) of the LPC and section 10.2 (Documentation License) of these SaaS Terms, as applicable to the relevant SaaS. If and to the extent an On-premise Component is subject to third-party license terms, SAP Pioneer will make those terms available to the Customer with the relevant On-premise Component. Use of the On-premise Component (where applicable) is limited to use with the associated SaaS and may not be modified or altered in any way by the Customer, its Affiliates and/or Business Partners; provided, however, that to the extent any third party content is included in the On-premise Component and is accompanied by its own license terms, those terms shall control with respect to such third party content. Full functionality and interoperability of the On-premise Component may not be attainable without use of the most current version made available by SAP Pioneer. SAP Pioneer (or its third-party licensors) shall remain the exclusive owner of all rights (including without limitation the Intellectual Property Rights) in and to the On-premise Components and Customer's use of any On-premise Components shall not lead to any transfer of SAP Pioneer's (or third parties') rights in these On-premise Components to the Customer.

3. Term and termination

In addition to the provisions set out in section 4 (Term and termination) of the GTC:

3.1 The subscription commences on the Effective Date of the Order Form unless otherwise specified therein. The subscription continues for the initial Subscription Term ("Initial Term") and unless otherwise stated in the Order Form, the Initial Term of each Order Form is thirty-six (36) months. Thereafter, each subscription will automatically renew for successive periods of twelve (12) months ("Renewal Term") unless a party gives at least sixty (60) calendar days' written notice to the other party prior to the end of the applicable Renewal Term of its intention to not renew the subscription. Unless otherwise agreed in the applicable Order Form,

and subject to the rights to terminate under these SaaS Terms, the subscription may only be terminated in accordance with the GTC.

3.2 SAP Pioneer may, upon written notice to the Customer, terminate the Agreement and/or (provided it is permissible under applicable local regulatory requirements) suspend the provisioning of and/or access to the SaaS if Customer breaches any of its obligations under section 7 (Terms of Use) of these SaaS Terms.

3.3 Upon termination of the Agreement or Order Form for any reason:

- i) all rights and subscriptions granted to the Customer by SAP Pioneer under the specific Order Form shall immediately expire, and SAP Pioneer will disable the Customer's (and/or Customer Affiliates' and Business Partners') access to the SaaS on the termination date or expiry date of the Order Form, and delete the Customer Data, as applicable; and
- ii) upon request from the Customer, SAP Pioneer will provide evidence of the deletion of Customer Data completed under section 3.3 i) of these SaaS Terms to the Customer's satisfaction.

3.4 **Survival.** In addition to the provisions established in section 4.7 b) of the GTC, section 10 (Intellectual Property Rights) of these SaaS Terms will survive any termination of the Agreement.

4. Service Levels and Service Credits

4.1 SAP Pioneer will maintain an average monthly system availability for the production system of the SaaS as defined in the SaaS Service Description and the Order Form. In the event of SAP Pioneer's breach of the Service Levels, Customer may claim a Service Credit as detailed in the Order Form. Once the validity of the Service Credit is confirmed by SAP Pioneer in writing (email permitted), the Service Credit will be applied to a future invoice for the SaaS or Customer may request a refund for the amount of the Service Credit if no future invoice is due.

4.2 Service Credits paid may also be offset against any damages, claims and/or any claims for lost expenditures that arise outside of the scope of this section 4 (Service Levels and Service Credits).

4.3 Customer's sole and exclusive remedy for SAP Pioneer's breach of the Service Levels is the one established in section 4.1 of these SaaS Terms.

5. Excess Use

5.1 Customer will be responsible for: (i) determining and purchasing (in advance) the appropriate quantity of items required for the Billing Period; and (ii) managing and monitoring the on-boarding of items to the SaaS.

5.2 **Excess Use Fees.** The Customer agrees to pay Excess Use Fees for any use of the SaaS that exceeds the Usage Metrics and volumes set out in the applicable Order Form as follows:

5.2.1 Fees accrue from, and including, the date on which the Excess Use began and shall be pro-rated until the end of the relevant Billing Period.

5.2.2 Customer must execute an additional Order Form to document subscriptions for additional Usage Metrics, their volumes and the Fees payable by the Customer.

5.2.3 If the Customer exceeds the Usage Metrics and volumes set out in the applicable Order Form, Customer will be responsible for making payments for Excess Use in accordance with the Fees defined in the applicable Order Form.

5.2.4 Customer acknowledges and agrees that the SaaS has been designed to manage the number of items purchased under the applicable Order Form and any additional Order Form agreed under section 5.2.2 of these SaaS Terms. Given the foregoing, and without limiting SAP Pioneer's other rights and/or remedies under the Agreement, any excessive and/or unreasonable Excess Use that has not been pre-approved by SAP Pioneer permits SAP Pioneer to: (i) suspend the Customer's ability to on-board new items; and/or (ii) suspend the Support Services as defined in the Support Schedule of the Order Form in respect of the SaaS to the extent that the Customer incurred in Excess Use. Notwithstanding any other provisions and in addition to the termination rights under the Agreement, SAP Pioneer may, upon written notice to the Customer, terminate and/or (provided it is permissible under applicable local regulatory requirements) suspend the provisioning of SaaS and Support Services under the relevant Order Form and/or the Agreement in the event that Customer refuses to pay for Excess Use of SaaS under such Order Form.

6. Changes and Version Upgrades

6.1 **Changes.**

6.1.1 SAP Pioneer may change the SaaS (including Support Services, Maintenance Windows and Major Upgrade Windows), provided that SAP Pioneer shall not materially degrade the core functionality of the SaaS during the Subscription Term.

6.1.2 SAP Pioneer will provide Customer with an adequate advance notice of changes to the SaaS in accordance with section 12 (Notices related to the SaaS) of these SaaS Terms except for any change to a Maintenance Window or Major Upgrade Window which shall be in accordance with the Service Levels.

6.1.3 If a change materially impairs Customer's legitimate interests in a manner that Customer can no longer reasonably be expected to comply with the Agreement, Customer may terminate its subscription to the affected SaaS by providing written notice of termination to SAP Pioneer within one (1) month of SAP Pioneer's notice and such termination will be effective one (1) month after receipt of the notice. If SAP Pioneer does not receive timely notice, Customer is deemed to have accepted the changes.

6.2 Version Upgrades

6.2.1 If the version of the SaaS then used by the Customer will no longer be supported by SAP Pioneer within the next six (6) months then SAP Pioneer will notify the Customer and the Customer must then upgrade with the assistance of SAP Pioneer to a supported version of the SaaS ("Version Upgrade"). SAP Pioneer and the Customer agree to:

- (i) enter into good faith discussions within three (3) months of SAP Pioneer providing the Customer with written notice of the Version Upgrade to agree to a project plan and respective Fees to implement the Version Upgrade; and
- (ii) in any case, commence the implementation of the relevant Version Upgrade within six (6) months of SAP Pioneer providing the Customer with written notice of the Version Upgrade, unless otherwise agreed between the parties.

6.2.2 SAP Pioneer will inform Customer about changes and potential impact of the new version in sufficient detail to allow the Customer to make an assessment.

6.2.3 In the event that Customer continues using a version of the SaaS which is not supported by SAP Pioneer after the transition period specified in section 6.2.1(ii) of these SaaS Terms, the Customer acknowledges that it uses the SaaS entirely at its own risk and that SAP Pioneer accepts no liability arising in relation to SaaS for the period during which the Customer uses any such unsupported version.

7. Terms of Use

7.1 The Customer will not, and must not permit its Users to:

- (i) access, store, distribute or transmit any Harmful Code through its use of the SaaS;
- (ii) attempt to copy, modify, duplicate, create derivative works from, mirror, republish, display, transmit – and in the case of SaaS download – or distribute all or any portion of the SaaS or Documentation;
- (iii) use the SaaS in excess of the access rights set out in section 2 (Access rights) of these SaaS Terms and in the applicable Order Form (including to provide a competing or similar product or service to third parties) or to license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, SaaS or Documentation available to any third party except the authorized Users or such other persons assisting the Customer, or make the Services, SaaS or Documentation available for use by others in any time-sharing, service bureau or similar arrangement;
- (iv) input any inappropriate, infringing, offensive, racist, hateful, harassing, defamatory or libellous content into the SaaS;
- (v) use the SaaS for any other purpose other than its own business purposes or to provide services to third parties (e.g., business process outsourcing, service bureau applications, or third party training);
- (vi) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the SaaS, except to the extent expressly permitted by applicable law;
- (vii) conduct or authorise any penetration testing on the SaaS without SAP Pioneer's prior written consent;
- (viii) access without authority, interfere with, manipulate, damage or disrupt all or any part of the SaaS, or assist any third party in doing such acts;
- (ix) cause any harm to the SaaS or compromise the security of the SaaS, SAP Pioneer's systems and/or other customers of SAP Pioneer; and/or
- (x) infringe on any third party rights.

7.2 Customer will not permit any unauthorized access to, or use of, the SaaS and the Documentation. Customer will have in place and maintain systems, procedures and processes to prevent unauthorized access to the SaaS and acknowledges that SAP Pioneer will have no liability for any unauthorized access. If the Customer becomes aware of any such unauthorized access or use, it shall immediately notify and provide details regarding such unauthorized access to SAP Pioneer.

7.3 SAP Pioneer may monitor Customer's use to verify compliance with Usage Metrics, volume and terms of the Agreement.

8. Representations and warranties

8.1 In addition to the representations and warranties set forth in section 5 (Representations and warranties) of the GTC, the Customer represents and warrants to SAP Pioneer that:

- (i) it will use the SaaS only in accordance with the Agreement;
- (ii) it owns or otherwise has, and will have, the necessary rights and consents in and relating to the Customer Data and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or any applicable law.

8.2 In addition to the representations and warranties set forth in section 5 (Representations and warranties) of the GTC, SAP Pioneer represents and warrants to the Customer that the SaaS will substantially conform to the Documentation and the Specifications set out in the relevant Order Form. Customer's sole and exclusive remedies and SAP Pioneer's entire liability for breach of this warranty will be:

- (i) correction of the deficient SaaS; or
- (ii) if SAP Pioneer fails to correct the deficient SaaS, Customer may terminate its subscription for the affected SaaS. Any termination must occur within three (3) months of SAP Pioneer's failure to correct the deficient SaaS.

8.3 SAP Pioneer will not be in breach of the Agreement to the extent such breach is caused by:

- (i) use of the SaaS contrary to SAP Pioneer's instructions;
- (ii) a change or alteration of the SaaS by any person other than SAP Pioneer or SAP Pioneer's Subcontractors, contractors or agents;
- (iii) any act or omission of the Customer or a User of the SaaS in breach of the Agreement;
- (iv) SAP Pioneer's use of materials, information, and data provided by and/or on behalf of the Customer; and/or
- (v) SAP Pioneer following Customer's instructions.

8.4 Except as expressly set out in the Agreement, and, subject to section 7 (Liability) of the GTC, SAP Pioneer hereby disclaims all conditions and warranties, whether express, implied, statutory, or otherwise under and in connection with the Agreement, and SAP Pioneer specifically disclaims all implied conditions and warranties of merchantability and fitness for a particular purpose, quality, accuracy, title, and non-infringement, and all warranties arising from course of dealing, usage, or trade practice, and all other express or implied warranties are hereby excluded to the extent allowed by applicable law. Without limiting the foregoing, except as expressly provided otherwise in the Agreement (including under the Service Levels), SAP Pioneer makes no condition or warranty of any kind that the SaaS, or any products or results of the use thereof, will (i) meet the Customer's or any other person's requirements; (ii) operate without interruption; (iii) achieve any intended result; (iv) be compatible or work with any software, system, or other services except if and to the extent expressly set forth in the Specifications; or (v) be secure, accurate, complete, free of Harmful Code, or error free, and SAP Pioneer expressly disclaims all liability with respect to the items in subclauses (i) to (v) of this section 8.4. The Customer acknowledges that access to the SaaS and SAP Pioneer Materials may be subject to limitations, delays, latency issues and other problems inherent to the use of the internet and electronic communications, and that SAP Pioneer, its Affiliates and its Subcontractors are not responsible for any delays, delivery failures, or other damages resulting from such problems. All Third Party Components are provided "as is" and "as available" and any representation or warranty of or concerning any Third Party Components is strictly between the Customer and the third party owner or distributor of the Third Party Components.

9. Liability

The limitations prescribed under section 7.1 (Limitation of liability) of the GTC shall not apply to Customer's breach of section 7 (Terms of Use) of these SaaS Terms.

10. Intellectual Property Rights

10.1 All title to and rights in the SaaS and all Intellectual Property Rights embodied therein, including techniques, knowledge, concepts, frameworks, methodologies, analytical tools, industry data and insights or processes of the SaaS (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, SAP Pioneer GmbH, their Affiliates or licensors. Customer agrees to execute and to ensure its third parties execute such documentation as reasonably necessary to secure SAP Pioneer's or SAP Pioneer GmbH's title over such rights.

10.2 Documentation License. SAP Pioneer will make available to the Customer an electronic version of the Documentation. SAP Pioneer hereby grants to the Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation for the sole purposes of carrying out Customer's and/or its Affiliates' internal business operations for as long as Customer complies with the terms of the Agreement.

SAP Pioneer will make each amended or replacement version of any Documentation available to the Customer.

11. Data Security

11.1 SAP Pioneer will:

- (i) implement and maintain administrative, physical and technical safeguards for the protection of the security, confidentiality and integrity of, and prevent of any unauthorized use, access, processing, destructions, loss, alteration or disclosure of the Customer Data;
- (ii) notify Customer without undue delay after confirming the occurrence of a Security Incident impacting Customer's Data or systems and provide all assistance reasonably requested by the Customer to assist in any investigation; and
- (iii) perform regular data backups in accordance with SAP Pioneer's standards and practices which are in line with generally accepted industry standards.

11.2 Except as stated otherwise in the Agreement, Customer retains all rights in and related to the Customer Data as between Customer and SAP Pioneer. SAP Pioneer may use Customer-provided trademarks solely to provide and support the SaaS.

12. Notices related to the SaaS

SAP Pioneer may provide notice of changes under section 6.1.2 of these SaaS Terms via Documentation, release notes or publication. System notifications and information from SAP Pioneer relating to the operation, hosting or support of the SaaS may also be provided (i) within the SaaS, (ii) to Customer's Contact Person, or (iii) made available via the SAP Pioneer Support Portal. All the notices not specifically mentioned in this section 12 (Notices related to the SaaS) will follow the provision set forth in section 17.10 (Notices) of the GTC.