SAP Extended Payment Supplemental Terms and Conditions
("EP SUPPLEMENT")

This EP Supplement is annexed to, and a part of, the SAP General Terms and Conditions for Software or the General Terms and Conditions for SAP Cloud Services (either, "**GTC**"), between Licensee and SAP. These supplemental terms and conditions (the "**EP Supplement**") and any modifications to the Agreement made herein apply solely to the terms of the Extended Payment arrangement and not to any other SAP product or service. Any reference to "Customer" in the GTC or Order Form shall mean "Licensee".

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

2.   EXTENDED PAYMENTS.
SAP and Licensee have agreed that under the Order Form, SAP will deliver Software, Services and/or Cloud Services to Licensee and that under the Extended Payment Addendum ("**EPA**") signed by SAP and Licensee and the terms of this Supplement, SAP agrees to permit Licensee to pay certain fees in the Order Form in accordance with the payment schedule established in the EPA in the form of extended payments ("**Extended Payments**").

If Licensee fails to pay an Extended Payment in full by its Due Date, regardless of whether Payee has demanded such payment, Licensee shall pay to Payee interest on such unpaid Extended Payment, or unpaid amount thereof, at the rate of the lesser of (i) 1.5% per month or (ii) the highest rate allowed by applicable law (such accrued interest on any Extended Payment or portion thereof being an "Interest Charge").

Each Extended Payment is exclusive of any applicable fees, taxes, or government charges or levies of any nature relating to any Software, Support, Services or Consulting governed by, and subject to, the EPA.

Licensee's obligations hereunder to pay the Extended Payments in full to the Payee are non-cancellable, absolute and unconditional and shall not be subject to, and Licensee shall not and may not assert against Payee, any abatement, set off, claim, counterclaim, adjustment, reduction, or defense of any kind.

3.   DEFAULT/DEFAULT REMEDIES:
3.1   Defaults. Each of the following constitutes a "Default" hereunder: (a) Licensee fails to pay in full any Extended Payment within thirty calendar days of the Due Date or any Interest Charge within thirty days of any written demand therefor by Payee; (b) Licensee breaches any representation or covenant in the EPA; (c) Licensee fails to perform any obligation in the EPA and fails to cure such failure within thirty calendar days of the date of written notice to Licensee; (d) Licensee's license to use any component of the Software, or right to receive any Support, Services and/or Consulting under the relevant Agreement is canceled, terminated (except pursuant to a specifically authorized exchange right contained in the relevant Agreement), suspended or materially restricted or limited; (e) Licensee defaults under a material agreement with Assignee, and such default is not cured within ten calendar days of the date of written notice to Licensee; or (f) Licensee becomes insolvent or makes an arrangement for the benefit of creditors, or a trustee or receiver is appointed for Licensee or for a substantial part of its assets, or bankruptcy, reorganization or insolvency proceedings shall be instituted by or against Licensee.

    (a) Default Remedies: Upon a Default, Payee shall have, and may exercise any or all, of the following remedies:
        (1) Payee may demand immediate payment in full to Payee from Licensee at any time of (i) all then unpaid and outstanding Extended Payments, Interest Charges, and other sums due and owing under the Extended Payment Schedule and (ii) any costs incurred

by Payee to collect amounts due to Payee hereunder, including reasonable attorneys' fees and costs;

(2) Terminate or cancel the EPA by written notice thereof;

(3)(i) in the case of SAP as Payee, terminate or cancel the Agreement and Order Form as set forth in the Agreement or (ii) in the case of Assignee as Payee, demand and cause SAP to terminate or cancel the Agreement and Order Form and/or any licenses of, subscriptions to, or right to use and/or access, any Software or Services thereunder, or rights to receive Support with respect to that Software and/or Consulting in relation to the Services; and (c) Payee may exercise any other remedies available under applicable law or in equity. Upon Payee's instructions after a Default, Licensee shall: (i) immediately cease using any or all SAP Products subject to the EPA, (ii) within thirty (30) calendar days de-install and delete all copies of SAP Products from any computer systems owned or controlled by Licensee or used for Licensee's benefit, and irretrievably destroy all Documentation or upon Payee's request deliver to SAP all copies of the SAP Products in every form, except to the extent it is legally required to keep it for a longer period in which case such return or destruction shall occur at the end of such period, and (iii) provide Payee with a certificate signed by a Licensee officer who is responsible for Licensee's information systems, attesting to such cessation of use and maintenance, deinstallation, deletion, and destruction. Payee's remedies shall be cumulative and non-exclusive, may be exercised concurrently or successively, and may be specifically enforced. Upon a Default, neither SAP nor Assignee shall be required to license, lease, transfer, or use any SAP Products in mitigation of any damages resulting from such Default. All obligations of Licensee hereunder shall survive any termination of the Agreement.

(b) Payee's failure or delay to exercise any right or remedy hereunder shall not operate as a waiver thereof.

3.2.   Licensee Representations and Additional Obligations. (A) Licensee hereby represents and warrants that (i) it is duly organized and validly existing under the laws of the jurisdiction in which it is organized, (ii) it has the right and all necessary authority to enter into the EPA, and (iii) upon execution, the EPA will constitute its legal, valid, and binding obligation, enforceable against it in accordance with its terms; (B) Licensee shall not assign any of its rights or obligations under the EPA without the prior written consent of Payee; and (C) Licensee shall promptly notify Payee in writing of any circumstances of which it is aware that could constitute or cause a Default.

4.   ASSIGNMENT

SAP may assign any or all of its EPA Rights without prior notice to Licensee. In the event of such an assignment, SAP shall provide Licensee written notice thereof. In making any such assignment, SAP (i) shall not assign or otherwise delegate, transfer, or convey to, Assignee any obligation to perform any of SAP's duties or obligations under the Agreement and (ii) shall not amend, modify, or otherwise purport to affect any of SAP's other rights under the Agreement. Licensee covenants and agrees that with respect to an assignment by SAP to an Assignee hereunder (i) Assignee shall have no liability to Licensee under the Agreement or otherwise with respect to any SAP Products; (ii) Licensee shall have no, and hereby waives any and all, rights to assert, pursue or otherwise make any claim, defense, counterclaim, setoff, or other cause of action against Assignee for any loss or damage under the Agreement or with respect to any SAP Products or for breach of any warranty, express or implied, as to any matter whatsoever, including but not limited to any SAP Products and service performance, functionality, features, merchantability or fitness for a particular purpose, or any indirect, incidental, special, or consequential damages or loss of business, loss of data or loss of profits; (iii) Licensee shall not in any way at any time assert against Assignee any claim, defense, counterclaim, setoff, or other cause of action that Licensee may have against SAP; and (iv) Licensee shall solely assert or otherwise pursue against SAP any claim, defense, counterclaim, setoff, or other cause of action under the Agreement or with respect to any SAP Products. Except with respect to a Default, Payee shall not interfere with Licensee's quiet enjoyment or use of any SAP Products under and in accordance with the Agreement.

GLOSSARY OF TERMS

1.   DEFINITIONS: Capitalized terms used but not defined herein shall have the meaning given to those terms in the Agreement.

1.1   "Assignee" means a third party to which SAP assigns all or any of its EPA Rights pursuant to Section 3 of the EPA.

1.2   "Services Fees" means any Fees for Services which are identified in the EPA.

1.3   "Cloud Service Fees" means the Fees for Cloud Services

1.4   "Consulting" means any Consulting Services purchased by Licensee under the Order Form.

1.5   "Consulting Fees" means any Fees for Consulting which are identified in the EPA.

1.6   "Services" means Services subscribed by Licensee under the Order Form, and related Documentation.

1.7   "Due Date" means each of the dates of payment corresponding to each of the Extended Payments in Section 2 of the EPA.

1.8   "EPA Fees" means the sum of the Fees governed by, and subject to, the EPA and identified in Section 4 hereof to be paid by Licensee in the form of Extended Payments.

1.9   "EPA Rights" means the rights of SAP under the EPA, including without limitation the right to be paid by Licensee the Extended Payments and all rights herein relating thereto and the enforcement thereof.

1.10   "Extended Payments" means each of the payment amounts set forth in Section 2 of the EPA.

1.11   "Extended Payment Terms" means the terms of payment in Section 2 of the EPA applicable to the Extended Payments.

1.12   "Financing Document" means any written agreement between Licensee and SAP pursuant to which Licensee pays for any Software or Support or Services, excluding the EPA, in the form of extended or installment payments.

1.13   "Fee" or "Fees" means any fee payable by Licensee to SAP for any SAP Products under the relevant Order Form(s).

1.14   "Services" means SAP's Cloud Services under SAP's Cloud Services Order Form, and it also includes HANA Enterprise Cloud Services under SAP's HANA Enterprise Cloud Order Form or any other SAP Services.

1.15   "Payee" means SAP or Assignee upon an assignment hereunder.

1.16   "Payment Terms" means the express payment terms in the Order Form and Agreement applicable to the Software Fees, Support Fees, Services Fees and/or Consulting Fees, including the number of payments permitted for Licensee to pay in full such Fees and the time frame in or by which Licensee must make such payments.

1.17   "SAP Products" means any Software and Support and/or Services and/or Consulting provided under the Order Form.

1.18   "Software" means any software licensed by Licensee under the Order Form, and its Documentation.

1.19   "Software Fees" means any Fees for Software identified in the EPA.

1.20   "Support Fees" means any Fees for Support identified in the EPA.