

**SAP Scouting
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 Scouting. SAP Scouting 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 Scouting and not to any other SAP product or service.

1. **Use.** Use of the Service is limited to identification and evaluation of amateur players for acquisition by the professional franchise.
2. **Named Users/Payroll.** Named Users must be employees of Customer. Subscription fees for the Service are calculated based on Customer Payroll. Payroll means the total gross amount of annual salary paid by Customer to players employed by its major league sports franchise as determined by the standards used by the applicable league in which Customer operates for purposes of calculating the salary cap or luxury tax.
3. **Data Load.** For the initial load of Customer Data into the Service, Customer Data must be provided by Customer to a designated secure location from which SAP will extract and load the data. All subsequent data loads will be the responsibility of Customer.

4. Maintenance Windows

SAP can use the following maintenance windows for planned downtimes:

Maintenance Windows	
Regular Maintenance Windows	Bi-weekly, in odd calendar weeks (e.g., calendar week 1, 3, 5, etc.), Thursday morning 7AM to 8AM CET.
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 due time in advance (either by email or by any other electronic means)

(*) Coordinated Universal Time	UTC -5 America UTC +2 Europe UTC +8 APA
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5. **Support.** SAP shall provide support services for the Service in accordance with **Attachment 1** to this Supplement.

Attachment 1
To
SAP Scouting
Supplemental Terms and Conditions
Support Services for SAP Scouting

This document ("Support Services Document") describes the support services provided by SAP for SAP Scouting.

1. Applicability

This Support Services Document governs the provision of support and maintenance services by SAP to Customer for the Service.

2. Support Services

Support for SAP On Demand Malfunctions

SAP will offer support for all malfunctions related to the Service (each an "Incident"). Incidents must be reported by Customer via the help functionality made available by SAP (or any other support channel introduced by SAP). The following Incident priorities shall apply:

Incident Priorities	Definition	Support Availability	Support Language	Initial Response Time
Very High	The problem has very serious consequences for major business transactions and urgent work cannot be performed. The Incident requires immediate attention because the malfunction can cause serious losses.	24 hours x 7 days a week	English	SAP initial response within 4 hours of confirmation.* SAP will attempt to contact customer within the initial response time to clarify business impact and initiate resolution process.
High	A business transaction does not work and necessary tasks cannot be performed. The Incident requires prompt attention because the malfunction can disrupt the entire productive business flow.	Monday to Friday from 9:00 am – 5:00 pm Local Time (as defined below)	English	SAP initial response within 3 days of confirmation.* SAP will attempt to contact customer within the initial response time to clarify business impact and initiate resolution process.
Medium	A business transaction does not work as expected with minor consequences for the productive operation.			Reasonable response time based on the incident (usually within 4 days).* SAP will attempt to contact customer to clarify business impact and evaluate incident.
Low	The malfunction has only few or no effects on business transactions.			Reasonable response time based on the incident.*

*Incident receipt at SAP will be confirmed via email response for all online submitted incidents.

Local Time shall mean the time zone in which the Customer's Named User with administrative rights submitting the support request is located.

Health Check

A Health Check is a permanent system monitoring established by SAP that notifies SAP automatically when critical situations that require intervention arise or may arise.

Software Changes

SAP will proactively apply software updates and patches during the defined maintenance windows. In case a patch needs to be applied outside a maintenance window, SAP will notify Customer in advance. Customer hereby grants to SAP the permission to make copies of the Customer's

system(s) to test the aforementioned software changes and the processes required to implement such software changes. After the end of such testing, SAP shall immediately delete any such Customer system copies.

3. Customer Obligations/Preconditions

As a precondition to receive the support services as described in Section 2 above, Customer shall fulfill the following obligations:

Key Users

Customer shall identify at least one English-speaking Named User as a "Key User". The Key User is responsible for managing all business related tasks of the Service related to Customer's business, such as:

- (i) Support end users and manage their Incidents. This includes searching for known solutions in available documentation and liaising with SAP support in the event of new problems
- (ii) Manage background jobs and the distribution of business tasks across users;
- (iii) Manage and monitor connections to Customer's third party systems (if available), such as e-mail, fax, printers;
- (iv) Support the potential adaptation of the Service.

Exploration of self-help tools

In case of Incidents, Customer shall make reasonable effort to explore self-help tools to find already documented solutions.

Remote Support

In the event that SAP needs to access any of Customer's systems remotely, e.g. via application sharing, Customer hereby grants to SAP the permission for such remote access. Further, Customer shall name a contact person that – if necessary – grants to SAP the required access rights.