CUSTOMER AUTHORIZATION TO LINK SERVICES AND EXCHANGE CUSTOMER DATA

The undersigned entity ("Customer") and SAP or one or more SAP’s affiliates (collectively, “SAP”) are parties to a cloud services agreement (the “Agreement”), under which SAP has been retained to provide certain cloud services to Customer (the “Service”). In connection with the Service, SAP may obtain access to information with respect to Customer and its agents and affiliates, and each of their respective employees, agents, and users of the Service (collectively, the “Customer Data”).

Customer and Thomson Reuters (Tax & Accounting) Inc. or one of its affiliates ("Provider") have entered into an arrangement under which the Provider will provide certain products or services to Customer ("Provider Services") that will integrate with the Service and access, use, send and receive certain Customer Data and other data to and from the Service.

Notwithstanding anything to the contrary in the Agreement or otherwise, Customer hereby:

(a) authorizes SAP to link the Service with the Provider Services through SAP’s API made generally available by SAP to Provider and instructs SAP to provide Customer Data to Provider’s systems for the purpose of the provision of the Provider Services and/or the Service;

(b) confirms its understanding that the use of Personal Data within the Provider Services are governed by Provider’s own data protection agreements; and

(c) confirms that SAP’s linking of the Service with the Provider Services under this Customer Authorization to Link Services and exchange Customer Data shall not be deemed to be part of the Service, with the understanding that SAP will handle and protect Customer Data received from Provider in accordance with the Agreement.

(d) waives, releases, and forever discharges SAP and all of its officers, directors, employees, shareholders, authorized resellers, agents, and affiliates, and all of their respective successors and assigns, from any and all claims and causes of action, whether known or unknown, which Customer may have arising out of or relating to (1) SAP’s disclosure, delivery, and/or provision of any and all Customer Data through the API to the Provider, (2) receipt of Customer Data from the Provider in accordance with the authorization provided herein and (3) Provider’s activities or use of Customer Data; and

(e) Acknowledges for the avoidance of doubt that, as between Customer and SAP, any data submitted to the Service from the Provider Services is Customer data or Customer materials pursuant to the Agreement.

This Customer Authorization to Link Services and Exchange Customer Data: (i) shall be binding upon Customer and its successors, assigns and transferees by operation of law or otherwise unless and until revoked by means of a written notice by Customer to SAP; (ii) shall be made and construed in accordance with the laws of the jurisdiction in which the Agreement is governed, without regard to conflicts of laws principles; and (iii) may be executed and transmitted with facsimile signatures or such other electronic signatures as permitted under applicable law, which shall be fully binding and effective for all purposes.

EXECUTED by Customer acting under due and proper authority:

Name: _____________________________________________
(full legal name of Customer)

Signature: __________________________________________

Signed by: __________________________________________
(insert name)

Title: ______________________________________________

Date Signed: _________________________________________