

SAP Enterprise Performance Management OnDemand
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 Enterprise Performance Management OnDemand. SAP Enterprise Performance Management OnDemand 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 Enterprise Performance Management OnDemand and not to any other SAP product or service.

1. Use of the Service

- (a) SAP Enterprise Performance Management OnDemand is comprised of individual modules which must be purchased separately. Use of each module is subject to a separate fee as set forth in the Order Form. Named Users are authorized to perform operational related roles supported by SAP Enterprise Performance Management including data access to SAP Business Suite to perform such a role, but will not perform transactional functions within the SAP Business Suite without the appropriate SAP Business Suite licenses.
- (b) In addition to the hosted portion of the Service, SAP may make certain software (Agents) available for download by Customer. The use of the Agent is limited to use with the Service and Customer may not use the Agent for any other purpose. The Agent is part of the Service and Customer's use is limited to use by Named Users and only for the term of the applicable Order Form. The Agent may not be modified or altered in any way except by SAP. Any such modifications or alterations will negate SAP's obligation to provide support and void SAP's warranty obligations under this Agreement. Customer is solely responsible for the security of the Agent and is responsible for maintaining adequate security measures, including firewalls, to prevent unauthorized access to the Agent. Upon termination or expiration of the applicable Order Form, Customer's right to use the Agent shall cease. Customer shall utilize the most current version of the Agent made available by SAP, and Customer acknowledges that failure to use the most current version may result in diminished performance of the Service.
- (c) Portions of the Service may be accessed by Named Users through a mobile application obtained by Named Users via third-party websites. Customer acknowledges that the use of such mobile applications is governed by the terms and conditions presented to the Named User upon download/access to the mobile application and not by the terms of this Agreement. Customer acknowledges that the third party that operates the website through which the mobile application is distributed may stop distributing the mobile application at any time, and SAP is not responsible for the unavailability of the mobile application due to the actions of the third party distributor.
- (d) The fees set forth in the applicable Order Form are applicable solely to the use of the SAP Service for which they are paid. Fees set forth in the Order Form are based in part on the total number of Employees (including contract workers) in Customer's corporate organization, as reported by Customer to SAP. For purposes of this Supplement, the term "Employee" means an individual person with an employer-employee relationship with a respective legal entity or a contract worker that provides substantially all of his or her work effort to a respective legal entity. In order for Affiliates of Customer to be permitted to use the Service, Customer must include in its report the aggregate number of Employees in Customer's legal entity and each Affiliate for which it will grant access to the Service.
- (e) Customer warrants that the number of Employees reported under the Order Form accurately reflects the aggregate number of Employees in Customer's legal entity and the legal entity of each Affiliate using the Service. Further, Customer shall without undue delay report any Employees in excess of the number of reported Employees and any other information reasonably necessary to calculate the amount of fees payable under the Order Form to SAP. In the event an Affiliate is divested during the term of the Order Form and Customer promptly notifies SAP in writing of the date of such divestiture, the divested Affiliate may continue to access the Service for the shorter of the remainder of the current term of the Order Form or a period not to exceed twelve months after such divestiture, at which time the divested Affiliate will no longer be permitted to access the Service. During such period, Customer shall be responsible for the acts and omissions of such divested Affiliate as if it were an Affiliate in accordance with the terms of the Agreement.

(f) Packages as set forth in applicable SAP pricing shall include access by a limited number of Named Users and available storage, depending on the module purchased, and the tier to which the Customer belongs based on Employees as shown in the following table:

Number of Employees	Number of Named Users			Storage (GB)		
	Expense Insight	Capital Project Planning	Real-Time P&L Analysis	Expense Insight	Capital Project Planning	Real-Time P&L Analysis
Tier 1 (0-1000)	100	100	25	100	100	100
Tier 2 (1,001-5,000)	300	300	50	200	200	200
Tier 2 (5,001-10,000)	500	500	100	300	300	400
Tier 4 (over 10,000)	800	800	200	400	400	800

2. Maintenance Windows

SAP can use the following maintenance windows for planned downtimes:

Maintenance Windows	
Regular Maintenance Windows	There will be weekly and quarterly maintenance windows. SAP will provide Customer with reasonable advance notice (not less than ten calendar days) of maintenance windows for planned downtimes.

3. Support. Support for the Service will be provided in accordance with Schedule 1 to this Supplement.

EXHIBIT 1
SUPPORT TERMS

This document ("Support Services Document") describes the support services provided by SAP for the SAP Service under and in accordance with the terms and conditions of the Supplemental Terms and Conditions for SAP Enterprise Performance Management OnDemand.

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 have to be reported by Customer via the help functionality made available by SAP as part of the Service (or any other support channel introduced by SAP). In the event that SAP must access any of Customer's systems remotely, e.g. via application sharing, Customer hereby grants to SAP the permission for such remote access. 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 for service Monday to Friday 3am to 8pm Eastern Time Zone US for module	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 (email response sent within 15 minutes of Incident receipt by SAP).

Local Time shall mean the time zone in which the Customer 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.

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 names a contact person that – if necessary – grants to SAP the required access rights.