SAP NetWeaver Cloud
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 NetWeaver Cloud. SAP NetWeaver Cloud 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 NetWeaver Cloud and not to any other SAP product or service.

1. Use of the Cloud Service

(a) The Service includes the platform hosted in the SAP Cloud (the "Platform") on which the Customer Applications (as defined in Section 1.b below) can be uploaded and accessed by Customer and Customer's authorized end users ("End Users"). End Users must be employees of Customer or Customer's Affiliates, or business partners of Customer accessing the Customer Applications solely in support of Customer's use of the Customer Applications for its internal business operations. Customer may not otherwise make Customer Applications available to third parties, including, without limitation, as part of a software-as-a-service, outsourcing or similar commercial arrangement with the End User. Customer is responsible for providing access to End Users and ensuring End Users comply with the terms of this Agreement. Customer shall be liable for the acts and omissions of its End Users to the same extent Customer is liable to SAP under this Agreement and shall indemnify and hold SAP harmless for any claims made by End Users based on or arising from the End Users' access to, or the unavailability of, the Service. For purposes of this Supplement, "Customer Data" shall include all Customer Applications, content, materials, data and information provided by Customer and its End Users.

(b) In addition to the Service, SAP makes available a software development kit (SDK) and Eclipse Plug In (Plug In) to be used by Customer to create applications on Customer's landscape ("Customer Applications"). The SDK and Plug In can be obtained by Customer at https://tools.netweaver.ondemand.com/sdk/allVersions.html, and https://tools.netweaver.ondemand.com/updatesite, respectively. Separate terms of use governing Customer's use of the SDK and Plug In must be accepted by Customer when downloading the SDK and Plug In. As part of the SDK a small footprint server can be downloaded to the Customer's client so Customer can build and functionally test Customer Applications before deploying them to the Platform.

(c) By submitting, posting or displaying any Customer Application on or through the Service, Customer hereby grants SAP a worldwide, non-sublicensable, non-transferable, non-exclusive, terminable, limited license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any Customer Application for the sole purpose of enabling SAP to provide Customer with the Service in accordance with the Agreement.

(d) Customer will protect the privacy and legal rights of its End Users under all applicable laws and regulations, which includes a legally adequate privacy notice communicated from Customer. Customer may have the ability to access, monitor, use, or disclose content, data and materials submitted by End Users through the Service. Customer will obtain and maintain any required consents from End Users to allow Customer's access, monitoring, use or disclosure of such content, data and materials. Further, Customer will notify its End Users that any information provided as part of the Customer Application will be made available to SAP as part of SAP providing the Service.

(e) End Users must be licensed as Named Users.

(f) Each Compute Unit includes the following cores and memory.

	Lite Edition	Professional Edition	Premium Edition	Premium Plus Edition
CPU (cores)	1	2	4	8
Memory (MB)	2,048	4,096	8,192	16,384

(g) An optional component of he Service is the NetWeaver Cloud Portal ("Portal") hosted on the Platform, which requires payment of a separate fee. Customer must license a Named User for each individual accessing the Portal. The term of the subscription to the Portal must equal the term of the subscription to the Platform.

2. In no event may Customer resell the Service or any component of the Service to any third party. Customer may not use the Service or any Customer Application to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisings or other solicitations ("spam").

3. Customer may not use, and may not authorize any Named Users or End Users to use, any Public Software in connection with the Service in any manner that requires, pursuant to the license applicable to such Public Software, that any SAP software applications or other materials be (a) disclosed or distributed in source code form, (b) made available free of charge to recipients, or (c) modifiable without restriction by recipients. "Public Software" means any software, documentation or other material that contains, or is derived (in whole or in part) from, any software, documentation or other material that is distributed as free software, open source software (e.g., Linux) or similar licensing or distribution models, including, but not limited to software, documentation or other material licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (a) the GNU General Public License (GPL), Lesser/Library GPL (LGPL), or Free Documentation License, (b) The Artistic License (e.g., PERL), (c) the Mozilla Public License, (d) the Netscape Public License, (e) the Sun Community Source License (SCSL), (f) the Sun Industry Standards License (SISL), (g) the BSD License and (h) the Apache License. The limitation of liability in Section 11 of the GTC shall not apply to indemnification obligations under Section 10 of the GTC to the extent a third party alleges that the uploading or use of any Customer Application or third-party product on the Platform supplied by Customer infringes such third-party's intellectual property rights.

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 Coordinated Universal Time(*).SAP will inform Customer in due time in advance (either by email or by any other electronic means)

(*) Coordinated Universal Time	UTC+8, APA

   For Portal maintenance windows, in addition to the Platform maintenance windows, SAP shall provide Customer notice at least 72 hours in advance of additional planned downtime of not greater than one (1) hour.

5. Platform Availability

   With respect to the Platform (includes compute, structured storage, unstructured storage, bandwidth, connectivity connector in the Cloud), SAP warrants at least ninety-nine point nine percent (99.9%) System Availability over any calendar month. Should SAP fail to achieve ninety-nine point nine percent (99.9%) System Availability over a calendar month, Customer shall have the right to receive a credit equal to two percent (2%) of its subscription fees for the Service (for Platform fees only) for that month, for each one percent (1%) (or portion thereof) by which SAP fails to achieve such level, up to one hundred percent (100%) of the fees for such month. This is Customer's sole and exclusive remedy for any breach of this service level warranty; provided however, that should SAP fail to achieve ninety-nine point nine percent (99.9%) System Availability in each of two (2) consecutive calendar months, Customer shall have the right to terminate the Order Form for cause, in which case SAP will refund to Customer any prepaid fees for the remainder of its subscription term after the date of termination. Claims under this service level warranty must be made in good faith and by submitting a support case within ten (10) business days after the end of the relevant period.

6. Portal Availability

   With respect to the Portal (if Customer has purchased the Portal subscription), SAP warrants at least ninety-nine point two percent (99.2%) System Availability over any calendar month. Should SAP fail to achieve ninety-nine point two percent (99.2%) System Availability over a calendar month, Customer shall have the right to receive a credit equal to two percent (2%) of its subscription fees for the Service (for Portal fees only) for that month, for each one percent (1%) (or portion thereof) by which SAP fails to achieve such level, up to one hundred percent (100%) of the fees for such month. This is Customer's sole and exclusive remedy for any breach of this service level warranty; provided however, that should SAP fail to achieve ninety-nine point two percent (99.2%) System Availability in each of two (2) consecutive calendar months, Customer shall have the right to terminate the Order Form for cause, in which case SAP will refund to Customer any prepaid fees for the remainder of its subscription term after the date of termination. Claims under this service level warranty must be made in good faith and by submitting a support case within ten (10) business days after the end of the relevant period.

7. Application Restart

   Customer is responsible for ensuring that its Customer Applications are capable of automatic restart without manual operator intervention in the event of hardware or system failure occurring within the Service. This includes ensuring that the Customer Application connection to on-premise enterprise systems will be automatically restored upon system restart. SAP shall have no liability to Customer for failure of Customer

Applications to be built in a manner that they are fail safe and can restore their running state once the Customer Applications are started by the Platform, including failure to achieve any SLA.

8. Connectivity

(a) Customer may connect Customer Applications to SAP on-premise enterprise systems and non-SAP enterprise systems using the connectivity service provided by the Platform. A connection is defined as the association of a Customer Application deployed on the Platform to any unique on premise enterprise business application or on-premise data source. SAP Named Users must be purchased under an Order Form for each individual accessing a Customer Application and utilizing a connection to an SAP on-premise enterprise system unless such individual is licensed under an on-premise license for the type of access to the SAP on-premise enterprise system requested through the Customer Applications running on the Service.

(b) For mixed environments (SAP on-premise enterprise systems and non-SAP on-premise enterprise systems), Customer must purchase connections to non-SAP backends (connections to SAP systems are not charged) under the Order Form.

(c) For access to on-premise enterprise systems through mediated middleware solutions:
(a) If SAP mediated solution, Customer does not pay for connections irrespective of SAP or non-SAP on-premise enterprise systems connected to this mediated solution.
(b) If non-SAP mediated solution, Customer must purchase a connection under the Order Form only for the connection to each non-SAP mediated solution.

9. Support. SAP shall provide support services for the Service in accordance with Attachment 1 to this Supplement.

Attachment 1
To
SAP NetWeaver Cloud
Supplemental Terms and Conditions

Support Services for SAP NetWeaver Cloud

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

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	English, except for: Monday to Friday 9.00 am to 5.00 pm Local Time: English, German	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, German	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.