

SAP Social Customer Engagement 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 Social Customer Engagement OnDemand. SAP Social Customer Engagement 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 Social Customer Engagement OnDemand and not to any other SAP product or service.

1. The Service includes integration to social media services and web sites and other similar services and web sites operated by third parties (“Social Media Services”). Customer must register for and maintain accounts with these Social Media Services as a pre-requisite to use the Service. Customer is responsible for ensuring compliance by itself and all Named Users with any terms and conditions associated with use of such Social Media Services, and ensuring that its use of such Social Media Service is in compliance with all applicable law. To the maximum extent permitted by applicable law, SAP shall not be responsible for the contents of any linked Web site or service, or any changes or updates to such sites. Customer further agrees that SAP shall not be directly or indirectly responsible or liable for any damage or loss caused or alleged to be caused by or in connection with Customer’s use of or reliance on any content, goods or services available on or through any Social Media Service. Any article, information, data, code, text, software, documentation, graphics, image, marketing material, video, photograph, message, or posting to any forum, wiki, or blog on the Social Media Service, whether publicly posted or privately transmitted, is the sole responsibility of the person or entity providing the content. Further, access to and use of certain web sites may be prohibited or restricted in certain countries, and Customer acknowledges it is solely responsible for ensuring use of such Social Media Services is permitted in the countries in which it accesses such services. Customer shall indemnify, defend and hold harmless SAP in accordance with Article 10 of the GTC for any third party claims arising from or related to Customer’s or any Named User’s use of Social Media Services, including any violation of the terms governing use of such Social Media Services.

2. Customer agrees that it will not transmit any personally identifiable information to any Social Media Service via the Service. Customer will not sell user data obtained through a Social Media Service. Customer shall maintain a privacy policy on any of its customer-facing pages on a Social Media Service, including any “fan page” or twitter page, that details how Customer handles data submitted through such websites, that includes all necessary information to tell end users how “SAP Social Customer Engagement OnDemand” collects, stores, uses, displays, shares or transfers a user’s data. Customer will include a statement which reflects all material aspects of the following statement:

“This page uses the SAP Social Customer Engagement OnDemand solution. This solution calls available [Social Media Service Name] Application Programming Interfaces (APIs) which may deliver your [Social Media Service Name] Profile information you made available for the public, including but not limited to your name, first name, last name, gender, country, location, a link to your profile and picture. All messages including likes and contents that you post or otherwise add on this [Social Media Service Name] page can be collected, exported, and used by [Customer Name] or a contracted third party for the business purposes of [Customer Name]. You may request deletion of your user data collected by [Customer Name] by sending an e-mail to xxxx@customer-name.com or any other means.”

3. Customer may license test tenants that are described on the Site (each a “Test Tenant”). The number of Named Users licensed to access the Service as specified in the Order Form may access each Test Tenant, not to exceed fifty (50) Named Users for each Test Tenant.
4. SAP will provide up to 10 gigabytes of disk storage space per Named User at no additional charge. In the event the total relevant disk storage limit is exceeded by Customer, SAP may offer additional storage as a value-added service to Customer. Pricing is available from Customer’s SAP sales representative on request. SAP reserves the right to revise such prices annually as further set forth in the applicable Order Form..
5. Maintenance Windows, Remedies

SAP can use the following maintenance windows for planned downtimes:

| Maintenance Windows | |
|--------------------------------|--|
| Regular Maintenance Windows | Wednesday and Friday nights from 2 a.m. to 4 a.m. <u>Coordinated Universal Time (*)</u> |
| 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+2 , Europe; |