SAP Business Network as a Service
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 Business Network as a Service. SAP Business Network as a Service 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 Business Network as a Service and not to any other SAP product or service.

1. Definitions

    a. Business Partner means a party having a general business relationship with Customer that leads to EDI processes and specified by address details, one or more point of contact details or by a B2B communication channel and unique communication addressing carrying a structured data format in a specified version or subset.
    b. Business Partner Profile means the format of electronic connections between Customer and its Business Partners including technical description and sample data.
    c. EDI Relation is a unique relationship between two parties uniquely defined by:
        i. A clearly defined business process (e.g. Invoice, Order, Dispatch Advice, Delivery Forecast) regarding mapping requirements; each sending direction (inbound or outbound) is counted separately as a separate EDI Relation.
        ii. A specified structured data format including subset/version specifier (e.g., EDIFACT D97A, ANSI ASC X.12 4030, VDA 4913 v04);
        iii. A separate communication channel with a specific end point for data exchange (different channels are defined by, e.g., different AS2 certificates, different X.400 boxes, different telephone numbers in OFTP, etc.); and
        iv. Two business partners (one sender and one receiver).

        A Routing Relation is a type of EDI Relation in which no mapping will be done and the file will be forwarded as received without any changes or syntax checks.

        Functional or technical acknowledgments (status confirmations, e.g. 997 & CONTRL) are not counted as separate EDI Relations but their transactions are counted in Customer's transaction volume. Content acknowledgments (e.g. 824 & APERAK) are counted as separate EDI Relations and counted in Customer's transaction volume

    d. Effective Date means the effective date of the applicable Order Form.
    e. Invoice is a Transaction and document type that describes an amount of receivables between the sender of the document and the receiver. The sender supplied goods or services to the receiver and claims the fee.
    f. Metrics means EDI Relations and Invoices.
    g. Supplier is a Business Partner that supplies goods and delivers them to consumers/customers.
    h. Transaction is a document received and sent electronically based on an EDI Relation between two entities (one technical sender and one technical receiver).
    i. Transaction Monitor is a Web-based user interface for purposes of Transaction monitoring.
    j. Customer Profiles means the interface of Customer's backend systems to be integrated with the Service, including technical description and sample data uniquely defined by:
        i. One physical interface per business process and direction as defined inside the backend system (e.g. Purchase Order, Advanced Shipping Notification, Inbound Invoice etc.), and
        ii. Interface format related to the backend system like SAP (e.g. SAP IDOC; SAP Enterprise Service) or Non-SAP applications (only XML formats allowed).
    k. SAP II XML means a standardized, non-changeable XML interface provided by the SAP Information Interchange OnDemand and SAP E-Invoicing for Compliance OnDemand uniquely defined by:
        i. A specified XML structure per business process (e.g. Purchase Order, Advanced Shipping Notification, Inbound Invoice etc.), and
        ii. A Customer's backend system(s) communicating with SAP Information Interchange OnDemand or SAP E-Invoicing for Compliance OnDemand sending or receiving transactions from or to Customer

2. Scope of Service

    a. SAP shall provide the Service as described in Attachment 1 to this Supplement for those specific services purchased by Customer. No Documentation is provided with the Service except as set forth in Attachment 1. SAP shall provide the Services in accordance with the Support Schedule. In addition, SAP shall make available to Customer a Transaction Monitor after the Effective Date of the applicable Order Form. SAP may subcontract to third parties, any of the services described in the applicable Order Form.
    b. In using the Service, Customer will provide SAP with its Customer Profiles and Business Partner Profiles. SAP may use the Business Partner Profiles and Customer Profiles to provide the Service, including any Additional Services (defined below). Further, Customer agrees that SAP is entitled to use the Business Partner Profiles and Customer Profiles to provide services to other SAP customers, including allowing its affiliates and partners to use such descriptions, in current or future products and services during the term of the applicable Order Form and thereafter to be distributed to and used by customers and partners of SAP in connection with such products and services. Customer's access to SAP Information Interchange OnDemand is limited to its established connections to Business Partners via Business Partner Profiles. Customer's access to Customer Data shall be limited to viewing through the Transaction Monitor.

c. SAP shall provide technical activation of Business Partners as described in Attachment 1 to this Supplement. Customer is responsible for all acts and omissions of its Business Partners in their access to and use of the Service as if they were the acts and omissions of Customer.

d. Service Level Agreements for the Service are set forth in Attachment 2 to this Supplement.

e. Support terms for the Service are set forth in Attachment 3 to this Supplement.

f. Terms governing the provision and receipt of e-invoicing services are set forth in the mandate in Attachment 4 to this Supplement.

3. Subscription Terms

a. Customer may have Named Users access the Service, subject to any restrictions in the Service Level Agreement attached to these Supplemental Terms, except that Customer (and all Named Users) cannot access SAP Information Interchange OnDemand, Cloud Integration Option and SAP E-Invoicing for Compliance, Cloud Integration Option. The fees for the Service are based on the Metrics. Any individual who is processing data through the SAP Information Interchange OnDemand platform must have a valid user license for the system that triggered the process.

b. Customer warrants that the Metrics licensed under the applicable Order Form accurately reflect the amount of such Metric utilized in Customer's business and the businesses of its Affiliates. In the event an Affiliate is divested during the term of the applicable 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 applicable 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 or have its applicable Metric processed through 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 this Agreement.

c. Subscribers to the SAP Information Interchange for SME are limited to less than one hundred (100) EDI Relations. The SLAs for SAP Information Interchange for SME differ from the SLAs for SAP Information Interchange OnDemand and are set forth in Attachment 1 to this Supplement. Enhanced SLAs are not available for SAP Information Interchange for SME. In addition, SAP Information Interchange for SME does include limited Transaction Monitoring only for the monitoring of the Service platform. SAP Information Interchange for SME includes CCP Adapter for connection monitoring, which is a mailbox-based system

4. Customer Obligations and Prerequisites

a. Customer shall fulfill the prerequisites and customer requirements made available by SAP throughout the term of the applicable Order Form.

b. In addition to other requirements set forth in these Supplemental Terms, Customer shall fulfill the following requirements:
   - Provide 24/7 availability of Customer systems with predefined maintenance windows, including immediate notifications of unexpected outages;
   - Ensure that transmitted Transactions are complete;
   - Provide active support for investigating the root cause of service interruptions; and
   - Proactive communication to SAP if Metrics will exceed the licensed amounts.

c. Customer will provide all information to SAP reasonably required to specify the EDI Relations that are in scope of the Service to be provided by SAP to Customer, including:
   - identification of all Business Partners in scope of the Service and their already used B2B guidelines;
   - data format to be used for every Business Partner;
   - end point information to be used for each Business Partner (e.g. AS2 certificates, X.400 boxes, telephone numbers);
   - processes to be serviced for each Business Partner; and
   - sending direction for every Business Partner.

d. The following roles and responsibilities must be filled by Customer to ensure proper communication and escalation lines. Customer must identify to SAP the name of the designated individual responsible for each role. Customer may change the responsible person by written notice to SAP.

Customer Role	Responsibility
Management	Top escalation and steering
Service Manager	Main contact person for organizational and process issues Initiate and track new requirements and changes Conduct Service Meetings
Incident Manager	Incident escalation and regulation Point of contact for major incident handling
Service Desk or Key Users	Central point for entry and processing of incidents in regular operations

5. Payment and Billing

Notwithstanding any term to the contrary in the Order Form, for all SAP Business Network as a Service services purchased by the Customer in accordance with the Order Form, the fees shall be invoiced by SAP and paid quarterly in advance and within fourteen (14) days of invoice date by Customer, except for one-time fees which will be included in the first invoice after the

purchase of the service associated with the one-time fee. Payment is not dependent upon completion of any on-boarding, implementation or similar services ("Additional Services").

6. Third Party Service Providers.
Prior to allowing any third party services provider to access the Service to provide Additional Services, Customer shall have such third party services provider execute the Third Party Service Provider confidentiality agreement in a form attached to these Supplemental Terms as Attachment 5.

Purpose

The purpose of this Attachment 1 is to provide a description of the scope and concept for the Service as provided by SAP for Customers purchasing SAP Information Interchange OnDemand and SAP E-Invoicing for Compliance OnDemand and additional optional archiving services and SAP Information Interchange OnDemand, Cloud Integration Option and SAP E-Invoicing for Compliance OnDemand, Cloud Integration Option.

1. SAP Information Interchange OnDemand

In Scope

SAP Information Interchange OnDemand is comprised of the following services, as more fully described below:
- Integration to Customer system (SAP ERP, SAP Business Suite, SAP Business All-in-One, SAP Business ByDesign) as long as Customer Profiles do not need customizing for the connectivity with the respective SAP II XML interfaces. Integration consists of logical connection as well as conversion of the data formats for the respective business processes, from and to the sending and receiving applications (Customer and Business Partner); integration of the Customer Profiles are done at the Customer's IT infrastructure (respective middleware or backend application); the integration remains Customer's responsibility.
- Technical activation of Business Partners. This includes the modeling of Business Partner processes for the SAP Information Interchange Repository, particularly:
    o Establishing connection to Business Partners with technical infrastructure, suitable for B2B communication;
    o Assignment of Business Partner profiles to standard Customer Profile (SAP II XML); and
    o Activation of Business Partner profiles according to respective EDI guidelines and test file.
    o Routing of EDI files from and to the Business Partner and Customer
- Test interactions per Customer Profiles are included up to 4 times; further test iterations will result in additional professional services fees and are out of scope for the Service.
- Operation of the SAP Information Interchange system;
- Software updates and upgrades as well as activities due to changes in communication standards and formats which are not Customer specific;
- Service Advisor;
- Monthly Service report;
- Quarterly Service meeting; and
- Transaction Monitor for access by up to five identified Named Users of Customer.

Out-of Scope

SAP Information Interchange OnDemand does not include:
- Customer-specific integration if standard Customer Profiles need customizing. This must be covered by separate implementation projects, for additional fees;
- Integration of the Customer's backend systems within the Service environment; which requires Customer to purchase the Cloud Integration Option   for SAP Information Interchange OnDemand;
- Business Partner specific changes if standard profiles need customizing, particularly:
    o Change of the communication standard after first go-live of an acquired relation;
    o Connection to Business Partners without technical infrastructure suitable for B2B communication;
    o Generation of EDI guidelines for Business Partner (available for additional professional services fee under separate Statement of Work); and
    o Generation of test files for simulation of Business Partner (available for additional professional services fee under separate Statement of Work).
- Value Added Network (VAN) including communication cost;
- Organizational Roll-out to Business Partner (available for additional professional services fee under separate Statement of Work);
- General project management (available for additional professional services fee under separate Statement of Work);
- Integration and operation of the Archiving Services (available for additional professional services fee under separate Statement of Work);
- Any other services not expressly described in these Supplemental Terms as included in scope for SAP Information Interchange OnDemand.

Service Summary

SAP Information Interchange OnDemand provides a Transaction exchange chain which is built by the Customer's sending/receiving application, the SAP Information Interchange system and the sending/receiving application of the Business Partner.

Connectivity

Customer connectivity: SAP monitors and maintains the connection from/to the Customer's backend applications (e.g. SAP PI, SAP ERP or Middleware) and from/to the Business Partner and the SAP Information Interchange ("SAP II") system. Connectivity between Customer's SAP PI or any other middleware and SAP's SAP II uses HTTP or HTTPs (via internet).

The Customer is connected to SAP Information Interchange OnDemand via one of the supported connectivity mechanisms. For a detailed list please refer to the Documentation for the Service located on SAP Service Marketplace.

The Business Partners are connected via one of the supported mechanisms.

Connectivity between Business Partner and Customer uses basic transport protocols (e.g. VPN, ISDN), Internet Protocols (e.g. HTTP, HTTPs, AS2, AS3), file transfer methods (e.g. OFTP, OFTP2, FTP, sFTP, FTPs), mailbox (e.g. SMTP, SMTPs). For a detailed list please refer to the Documentation for the Service located on SAP Service Marketplace

Data Formats

For exchanging data between the Customer application and SAP Information Interchange OnDemand, SAP II XML is defined as the standard Customer Profile. SAP II XML is the key format that must be integrated at Customer backend or middleware system. Customer can connect any in-house formats as long as it consumes the SAP II XML for the B2B platform connectivity.

Multiple Business Partner data formats are available for exchanging data between the Business Partner applications and SAP Information Interchange OnDemand.

For details please refer to the Documentation for the Service located on SAP Service Marketplace.

- EDIFACT, e.g. ORDERS, INVOIC, DESADV, IFTSTA, IFTMIN, etc.
- VDA, e.g. VDA 4905, 4913, 4938 etc.
- XML, e.g. xCBL, cXML, etc.
- ANSI X.12, e.g. 830, 862, etc.
- EDIFACT subsets, e.g. ODETTE messages like AVIEXP, etc.
- IDOC flat files, e.g. DELFOR01, ORDERS05, etc.
- IDoc XML files, e.g. DELFOR01, ORDERS05, etc.
- Structured ASCII file formats, e.g. CSV, etc.
- Web based option (web-based consumption of electronic documents).

SAP Information Interchange OnDemand supports UNICODE for both incoming and outgoing Transactions. The Transaction content must be based on characters from a singular ISO-8859-x code page and the code page must be predefined, e.g. as part of the SAP Information Interchange profile. The Transaction tags (e.g. XML tags) generally only use US-ASCII characters. As these characters are part of every ISO-8859-x code page, support for UNICODE XML Transactions with Arabic content, for example, is provided.

Service Management

SAP will provide a Service Advisor. A Service Advisor will handle all service-related aspects during the initial set-up phase and within the productive environment. The Service Advisor is responsible for receiving and tracking all new requirements and change requests regarding the productive system as well as providing the implementation schedules.

Transaction Monitoring

The Transaction Monitor consolidates Transaction-related information from different data sources and provides a web-based graphical user interface for the Customer.

Monthly Service Reports

Monthly Service Reports are provided by SAP. They contain monthly Service Key Performance Indicators (KPIs) on:
- System availability
- Volume statistics
- Incident statistics
- Change statistics
- Improvements
- Trend analysis

Service meetings ensure the continuous improvement of efficiency and partnership based on output and performance surveys. Service meetings take place once per quarter via conference call with standard agenda.

The following tables describe the services components of SAP Information Interchange OnDemand.

Maintenance / Service Management	Description	Notes
System Check	Check of technical functionality of all systems including key parameters and thresholds	Is performed based on general and service specific checklists; daily performed.
System Updates	Application of updates/ upgrades recommended by manufacturers	Including Operating System, Database, Applications
Ongoing system maintenance	Hardware and software maintenance	Includes security patches and hot fixes

Service Account Management	Description	Notes
Ticket system	Access to Online Ticket System	Read and write access.

Service Meetings	One quarterly Service Meeting per conference call with standard agenda	Standard Agenda
		Walkthrough of Service Report
		Discussion of results and performance
		What's good, what's bad (Continuous Service Improvement)
		New issues at Customer (CRs, ahead planning, volumes, etc.)
		New issues at SAP (new services, etc.)
		Ongoing service improvements
		New directions and best practices in B2B – processes
Service Report	One monthly service report covering service KPIs and diagrams	Covers these Service KPIs
		System availability
		Volume statistics
		Incident statistics
		Change statistics
		Improvements
		Diagrams with 6 month trend analysis

Service Monitoring	Description	Notes
System monitoring*	Active system monitoring tools with automatic alerting mechanism	Software based, active platform monitoring, including automatic alerts and "dummy" test transactions (loop test every 5 minutes)
Alerting	Alerting in case of system problems at the Customer side	Customer receiving system is not available, e.g. if Customer system is unavailable due to maintenance
SAP system connection monitoring*	Active monitoring of connection to Customer SAP system	Only possible in case of online connections to the SAP system, e.g. monitoring the SAP connection with ping for SAP specific NI protocol
Physical connection monitoring*	Active monitoring of physical connection to client	Usually requires setup at client (enabling ICMP). Customer will also implement active monitoring to SAP to provide mutual monitoring of the physical connection, e.g. monitoring the VPN/Internet connection to the client with ping
Business Partner monitoring*	Active Business Partner monitoring and alerting client in case of problems	e.g. monitoring the OFTP connection for missing EERPs (end to end responses)
Data Buffering*	Buffering data when client target system is not available; automatic restart of transfer	All Transactions are buffered until target system is up again. No limit on buffer size.

*Not applicable for SAP Information Interchange OnDemand, Cloud Integration Option and SAP E-Invoicing for Compliance OnDemand, Cloud Integration Option.

Transaction Monitoring	Description	Notes
Customer transaction monitoring*	During processing the transaction the system generates transaction-related information like log files, system status, return codes, transaction logs, temporary data files and database entries. User access and authentication is provided by User ID and password.	Web-based GUI for transaction monitoring in business-realtime.

*Not applicable for SAP Information Interchange OnDemand, Cloud Integration Option and SAP E-Invoicing for Compliance OnDemand, Cloud Integration Option.

Platform monitoring services provide a daily system review performed by SAP.

Content Services	Description	Notes
Analysis of error causes*	Error causes can also be tracked by the Customer in the transaction monitor e.g. edifact format or content errors caught in conversion	
Monitoring, analysis and resolution of simple translation content issues	Primarily simple syntax issues like missing mandatory fields, wrong data type, etc.	
Provision of information required for incident analysis (EDI Transaction, transmission log)	Research, capture and forward documents and technical information items required to assist client in documenting or resolving complex Transaction content issues. Information for analysis can also be retrieved via the transaction monitor	

*Not applicable for SAP Information Interchange OnDemand, Cloud Integration Option and SAP E-Invoicing for Compliance OnDemand, Cloud Integration Option.

Trading Community

The support team is responsible for maintaining the connection between the Customer's SAP back-end SAP system and the SAP Information Interchange as well as the connection between the SAP Information Interchange and the Business Partners.

Trading Community	Description	Notes
Adjustment of settings	Adjustment of Business Partner communications settings	Change of IP address, AS2ID or other send/receive settings
Proactively monitoring and resolution of failures	Proactively monitor, resolve delivery failures; resend affected Transactions once the Business Partner is available again	Maximum retries depend on the Business Partner communication channel, usually 10 times before error condition occurs , e.g. for OFTP

2. SAP E-Invoicing for Compliance OnDemand

In addition to the modules that comprise SAP Information Interchange, SAP E-Invoicing for Compliance OnDemand contains several modules which are needed to perform various compliance processes for the exchange of invoices helping to meet legal requirements of the supported countries. Those modules are deployed as part of Business Partner profiles and can cover digital signature, signature verification, content availability checks (which is not a business content check), format checking requirements and PDF creation functionalities. The modules themselves either perform the necessary actions within the core of the SAP E-Invoicing for Compliance software or make use of service interfaces e. g. to provide electronic signature and/or signature verification or interfaces to archive services

The SAP E-Invoicing for Compliance OnDemand application provides e-invoicing functionality that is based on the SAP Information Interchange (SAP II) technology. The application is able to handle both inbound (accounts payable) and outbound (accounts receivable) invoice scenarios. For available scenarios please refer to the Documentation for the Service located on SAP Service Marketplace.

SAP E-Invoicing for Compliance can be used by Customer to:

create Invoices in a legally compliant manner, either on behalf of the customer or the supplier, where additional functionalities (e. g. signatures), controls (e. g. data availability checks) or formats (PDF) need to be added to the pure EDI format.

distribute the Invoice to customers or suppliers (e. g. credit note) in different formats and standards;

provide the data to a customer internal (embedded into SAP II XML via PI or middleware) or external (SAP on demand; separate service) archive system to fulfill the requirement of long term archiving.

receive and check incoming, invoice data from a variety of sources and

transfer standardized and packaged data (e. g. the invoice as an EDI format and / or a signed PDF encoded into the SAP II XML) from and to the ERP/PI/EAI system for further processing and archiving or to a legally compliant archive service.

Note: For exchanging data between the Customer application and SAP E-Invoicing for Compliance OnDemand, SAP II XML is defined as the standard Customer Profile. SAP II XML is the key format that must be integrated at Customer backend or middleware system. Customer can connect any in-house formats as long as it consumes the SAP II XML for the B2B platform connectivity.

Dependency

Independent from the Business Partner specific or predefined profile or process, SAP E-Invoicing for Compliance can implement the following consistency and static plausibility checks:

Completeness of information;

Consistency of information between line item level and header level;

Existence of mandatory information/fields; and

Check of valid codes within code ranges.

3. <u>Option for Archiving for SAP E-Invoicing for Compliance OnDemand and SAP Information Interchange OnDemand</u>

As an additional service, Customer may purchase archiving services as part of the Service. Depending on the chosen deployment option, the scope of services for Option for Archiving for SAP E-Invoicing for Compliance OnDemand and SAP Information Interchange OnDemand includes:

Provision of archiving with standardized https web access and search screens and/or criteria, with a neutral user interface in the SAP layout

Document archiving with accompanying records (e.g. pure EDI data; PDF invoices with signature file, verification file, electronic records etc.)

Initial creation of user accounts for internal and/or external users by SAP based on the user data provided by Customer

Provision of process logic in SAP Information Interchange OnDemand or SAP E-Invoicing for Compliance OnDemand to receive data for archiving (and the associated metadata) and the transmission thereof to the archiving system

Hosting and operation of the archiving system during Customer's contract term

Access to system documentation in the archiving system via the Help function

If, during the customer contract term, the applicable statutory retention period (usually ten years to the end of the year) expires, the archived data is deleted from the WORM storage media. The deletion process is automatic without notification to the Customer or its business partners

Status handling of archived data in the system

Standard languages supported are German and English

Hosting is provided out of Germany

Should the Order Form term be less than the legally-required retention period for the documents stored in the archive, it is Customer's obligation to engage SAP to ensure the data migration into another storage media. Such engagement will be changed as an additional service under a separate written statement of work at SAP's then-current fees for such services. It is Customer's responsibility to decide on the scope and ensure the legal compliance of information in regards to local requirements.

The Option for Archiving for SAP E-Invoicing for Compliance OnDemand and SAP Information Interchange OnDemand can be ordered in the following different deployment options:

Topic	SAP Information Interchange OnDemand, Option for Standard Archiving	SAP E-Invoicing For Compliance OnDemand, Option for Standard Archiving	SAP E-Invoicing For Compliance OnDemand, Option for Premium Archiving
General Scope	Standard archiving solution for EDI messages beyond the retention in the Transaction Monitor. Access for Customer-internal use only	Standard archiving solution for E-Invoicing scenarios. Archive can be used as interface to connected Business Partners	Archiving solution for high volume and high user E-Invoicing scenarios. Archive can be used as interface to connected Business Partners
Named Users	max. 5 internal Named Users;	up to 2.500 Named Users, for mainly external Business Partners;	more than 2.500 Named Users, for mainly external Business Partners;
Customizing	highly standardized, no customization options, pure SAP standard layout and functionality	up to 5 document types, customer specific logo,	up to 5 document types, Customer specific logo, dedicated archive system
primary data to be stored	EDI data (in ZIP files)	E-Invoicing and related data (e. g. signed PDF, verification report, further data in ZIP files)	E-Invoicing and related data (e. g. signed PDF, verification report, further data in ZIP files)

4. <u>SAP Information Interchange OnDemand, Cloud Integration Option and SAP E-Invoicing for Compliance OnDemand, Cloud Integration Option</u>

The integration of the Customer Profiles (connecting Customer's backend systems with the SAP II XML interfaces) for the use of SAP Information Interchange OnDemand or SAP E-Invoicing for Compliance OnDemand can be additionally purchased as a Service. The Cloud Integration Option for SAP Information Interchange OnDemand and SAP E-Invoicing for Compliance OnDemand is offered as an additional component for the SAP Information Interchange and/or e-Invoicing for Compliance OnDemand service. SAP systems get connected via their native formats (SAP IDOC, SAP Enterprise Service); for Non-SAP systems only XML formats are allowed, The contract term for the Cloud Integration Option for SAP Information Interchange OnDemand and SAP E-Invoicing for Compliance OnDemand must equal the contract term of the SAP Information Interchange OnDemand and/or SAP E-Invoicing for Compliance OnDemand services.

Purpose

The purpose of this optional service is to provide an integration as a service for the Customer, that neither has an appropriate middleware solution nor the ability to setup a SAP process integration in its existing IT infrastructure. This service is exclusively available for integration of SAP Information Interchange OnDemand or SAP E-Invoicing for Compliance OnDemand.

In Scope

The Service is comprised of the following parts:
- The Customer Profile mapping runtime
- The communication channels for receiving and delivering data; see Connectivity list
- Operation of the defined set of Customer Profiles based on the provided Service Level Agreements, representing the individual rules and requirements of Customer related to the relevant business processes.
- Test iterations per Customer Profiles are included up to 4 times; further test iterations will cause additional professional services fees under a separate Statement of Work

Out-of Scope

- As customers cannot access the SAP Information Interchange OnDemand, Cloud Integration Option and SAP E-Invoicing for Compliance OnDemand, Cloud Integration Option , any customer-specific integration of Customer Profiles (generation and installation) must be performed as an implementation service for an additional fee under a separate Statement of Work
- General project management for implementation and harmonization of the Customer Profiles; available for additional professional services fee under a separate Statement of Work
- Integration of the Customer Profiles; available for additional professional services fee under a separate Statement of Work
- Integration to an archiving solution or service
- Any other services not expressly described in these Supplemental Terms.

Customer must provide valid licenses and access to the connected backend systems.

5. SAP Information Interchange for SME

Scope

The scope of SAP Information Interchange for SME is the same as SAP Information Interchange OnDemand, with the following exceptions:

Transaction Monitoring

The Transaction Monitor is included, but only for the monitoring of the platform and not for the entire connection. The connection to the platform may be monitored via a CCP adapter, which is a mailbox-based system, or via local system. The CCP adapter enables Customer to work / communicate with the SAP Information Interchange Hub in an asynchronous approach, as it enables sending messages to and retrieving messages from an inbound / outbound queue.

Quarterly Service Reports are provided by SAP. They contain quarterly Service Key Performance Indicators (KPIs) on:
- System availability
- Volume statistics
- Incident statistics
- Change statistics
- Improvements
- Trend analysis

Service meetings ensure the continuous improvement of efficiency and partnership based on output and performance surveys. Service meetings take place once per year via conference call with standard agenda.

Purpose

The purpose of this Attachment 2 is to define the service and operations related Service Level Agreements (SLA) of the Service as provided by SAP for customers using SAP Information Interchange OnDemand and SAP E-Invoicing for Compliance OnDemand and optional services.

1. Platform, Capacity and Storage SLA

   Scope

   Service Levels are comprised of:
   - Service Management – Platform Availability
   - Service Management – Storage
   - Service Management- Capacity

   Service level agreements for Support are covered in Attachment 3 of this Supplement.

   SLAs explicitly do not apply to any communication channels beyond SAP's reach, including, without limitation:

   - Business Partner Value Added Network (VAN) services and connections thereto.
   - Customer's and third party platforms.
   - Customer's telecom connections to the SAP platform.

   Platform

Platform Availability	Description	Notes
Availability of SAP Information Interchange	99.50 % per month	From inbound Service Transfer Point (STP) to outbound STP
Availability of web-based support applications	99.50% per month	Transaction Monitor
Maintenance window	2nd Saturday each month starting at 2:00pm Central European Time.	Maximum 12 hours, affected customers will be informed 10 work days in advance. Only single components will be maintained at a time, the platform as a whole has no downtime. Maximum downtime for the maintained component is maximal 2 hours within the 12 hour window. The maintenance window is used only if necessary.
Separate maintenance window compliance for Digital Signature Service of SAP E-Invoicing for Compliance	SSaturday 8:00 – 12:00 am Central European Time. The maintenance window is taken only if necessary.	Maximum 4 hours, affected customers will be informed 10 work days in advance.

Storage	Description	Notes
Retention time for online storage of Transactions	Included for up to 30 days	Transactions are available on-line within the Transaction Monitor.

Capacity Management

Platform throughput is measured from inbound Service Transfer Point (STP) to outbound STP.

Capacity Management	Description	Notes
Processing time	60 minutes	Subject to maximum number of transactions for applicable SLA option
Processing time for Premium Processing SLA	30 minutes	Only Applicable to SAP Information Interchange OnDemand, Option for Premium Processing SLA

Calculations

Availability of the Service and Transaction Monitor is calculated as follows:

((opening time - downtime) / opening time) * 100

Where:

"opening time" means the total minutes per month minus unavailability during planned maintenance or due to Excluded Items.

"downtime" is defined as the amount of minutes per month during which either unplanned maintenance or a complete unavailability occurred for the specific service, where complete unavailability means no Transactions can be processed or sent.

Limitations/Exclusions:

Except for the Option for Premium Transaction and Volume SLA and Option for Premium Processing SLA described below, the maximum number of Transactions per month may not exceed the number of licensed EDI Relations multiplied by 400. Should Transaction volumes exceed such maximum capacity:

- SAP will make reasonable efforts to process the Customer's volumes in a timely manner given the amount of excess capacity;
- SAP will advise Customer accordingly;
- SAP cannot guarantee the SLA anymore resulting in possible delays of service
- SAP is relieved from any SLA or other claim for failure to achieve any such SLA.

The SLAs do not apply to any unavailability, suspension or termination of the Service (i) for planned downtime (ii) that results from service suspensions described in the Agreement; (iii) caused by factors outside of SAP's reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of the Service; (iv) that result from any actions or inactions of Customer, Business Partner or a Named User; (v) that result from Customer's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within SAP's direct control); (vi) incidents caused by processes or business content not specified in the service scope ("Excluded Items").

Option for Premium Transaction and Volume SLA and
Option for Premium Processing SLA

SAP Information Interchange OnDemand, Option for Premium Transaction and Volume SLA and SAP E-Invoicing for Compliance OnDemand, Option for Premium Transaction and Volume SLA allow up to 800,000 Transactions per month (at a rate of 40,000 transactions per day with 20 working/peak days per month) per unit purchased, in addition to Transactions per month included in standard SLA. All other SLAs and criteria remain unchanged. Customer may purchase one or more units.

SAP Information Interchange OnDemand, Option for Premium Processing SLA and SAP E-Invoicing for Compliance OnDemand, Option for Premium Processing SLA provide a maximum processing time of 30 minutes and allow up to 1,000 EDI Relations with up to 400 Transactions per month (each) or 400,000 Transactions per month in total (at a rate of 20,000 transactions per day with 20 working/peak days per month) per unit purchased. All other SLAs and criteria remain unchanged. Customer may purchase one or more units.

Service Level Credits for Platform Availability and Processing Time

Retrospectively, SAP shall provide Customer with information on the actual availability and processing time for the previous period. In the event that the SLA is not met in a single calendar month, SAP shall apply the following Service Level Credits ("SLC") to Customer's next quarterly invoice where the amount of a non-fulfillment credit is defined by the following criteria:

Criteria	Non-fulfillment credit in % of quarterly fee
Contracted monthly availability, per 0.1 percentage point under target	1% each
Processing time from STP to STP, per 1% of total Transaction number over 60 minutes, or 30 minutes, as applicable for optional SLA service.	1% each

The total amount of the SLC is limited to 10% of the quarterly fee, applicable to the non-compliant service and separate for each quarter without accumulation. To ensure that measured SLAs are statistically valid, this SLC is only valid if the transferred volume is at least 1000 Transactions for the respective month.

The SLC shall not be applied more than once if a single event affects more than one SLA. In the case that a single event would be subject to multiple SLCs, only the highest SLC shall apply. The SLCs are Customer's sole and exclusive remedy, and SAP's sole and exclusive liability, for any failure to achieve the SLAs set forth in this Attachment 2.

2. SLA for Option for Archiving for SAP E-Invoicing for Compliance OnDemand and SAP Information Interchange OnDemand

Scope

Service levels for optional archiving services are comprised of:

- Availability of the archiving service
- Availability of archiving document retrieval services
- Document archiving time.

Service level agreements for archiving services Support are covered in Attachment 3 of this Supplement.

SLAs explicitly do not apply to any communication channels beyond SAP's reach, including, without limitation:

- Business Partner Value Added Network (VAN) services and connections thereto.
- Customer's and third party platforms.
- Customer's telecom connections to the SAP platform.

Archive Availability	SLA	Notes
Availability of the archiving inbound services	98.50 % per month	Measurement by monthly sum of downtime (minutes/hours) of archive accessibility compared to SLA. Customer internet access is excluded from the SLA. . Service transfer point: Physical message entry and exit point of SAP data center
Availability of the archiving document retrieval services	98.50 % per month	Aggregate potential downtime of hours per month depending on defined availability.
Maximum unplanned downtime during office time with Priority 1	< 5 hours per event	Recovery time is excluded and depends on the data volume. The maximum unplanned downtime applies per event.
Document archiving time	90% of all documents must be processed within 20 hours (archived and viewable). 100% within 36 hours	
Document retrieval time	100% within 5 Seconds	Applies within the SAP Business Network for documents of 50KB size.
Document search execution time	100% within 5 Seconds	SLA applies only within the SAP Business Network and for the search result of 1 document per each request. Customer internet access is excluded from the SLA.
Maintenance window	2nd Saturday each month starting at 2:00pm Central European time. The maintenance window is used only if necessary.	Maximum 12 hours, affected Customers will be informed 10 work days in advance. Only single components will be maintained at a time, the platform as a whole has no downtime. Max. downtime of the maintained service component max. 2 hours within the 12 hour window.

The SLAs for archiving services do not apply to any unavailability, suspension or termination of the Service (i) for planned downtime (ii) that results from service suspensions described in the Agreement; (iii) caused by factors outside of SAP's reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of the Service; (iv) that result from any actions or inactions of Customer, Business Partner or a Named User; (v) that result from Customer's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within SAP's direct control); (vi) incidents caused by processes or business content not specified in the service scope ("Excluded Items").

Calculations

Availability of the Service is calculated as follows:

((opening time - downtime) / opening time) * 100

Where:

"opening time" means the total minutes per month minus unavailability during planned maintenance or due to Excluded Items.

"downtime" is defined as the amount of minutes per month during which either unplanned maintenance or a complete unavailability occurred for the specific service, where complete unavailability means no Transactions can be processed or sent.

3. SLA for SAP E-Invoicing for Compliance OnDemand, Cloud Integration Option and SAP Information Interchange On Demand, Cloud Integration Option

Scope

This section defines the service and operations related Service Level Agreement (SLA) for SAP E-Invoicing for Compliance OnDemand, Cloud Integration Option and SAP Information Interchange On Demand, Cloud Integration Option

Service Levels are comprised of:
- Service Management – Platform Availability
- Service Management – Storage
- Service Management - Capacity

SLAs explicitly do not apply to any communication channels beyond SAP's reach, including, without limitation:

- Customer's and third party platforms.
- Customer's telecom connections to the SAP platform.

Platform

Platform Availability	Description	Notes
Availability of SAP E-Invoicing for Compliance OnDemand, Cloud Integration Option and SAP Information Interchange OnDemand, Cloud Integration Option	99.50 % per month	From inbound Service Transfer Point (STP) to outbound STP

Maintenance window	2nd Saturday each month starting at 2:00pm Central European Time.	Maximum 12 hours, affected customers will be informed 10 work days in advance. Maximum downtime for the maintained component is within the 12 hour window. The maintenance window is used only if necessary.
Annually Frozen Zone	No major changes allowed	1. Period of time at the turn of the year with limited change activity. 2. Will be announced every year, customers will be informed 1 month in advance. Normal maintenance and support coverage will be available during this period. Go-lives need to be announced one week before start of the frozen zone. Major system changes (new software release, system updates, etc.) will not be performed during this time. 3. Customer will be notified 4 weeks in advance; Frozen Zone is always taking place during around new years eve.

Capacity Management

Platform throughput is measured from inbound Service Transfer Point (STP) to outbound STP.

Capacity Management	Description	Notes
Maximum processing time	60 minutes*	For all Transactions

*SLA of the SAP E-Invoicing for Compliance OnDemand, Cloud Integration Option and SAP Information Interchange OnDemand, Cloud Integration Option is always in addition to the existing SLA agreement according to the valid SAP Information Interchange OnDemand and/or E-Invoicing for Compliance OnDemand service contract.

Calculations

Availability of the Service is calculated as follows:

((opening time - downtime) / opening time) * 100

Where:

"opening time" means the total minutes per month minus unavailability during planned maintenance or due to Excluded Items.

"downtime" is defined as the amount of minutes per month during which either unplanned maintenance or a complete unavailability occurred for the specific service, where complete unavailability means no Transactions can be processed or sent.

Service Level Credits for Platform Availability and Processing Time

Retrospectively, SAP shall provide Customer with information on the actual availability and processing time for the previous period. In the event that the SLA is not met in a single calendar month, SAP shall apply the following Service Level Credits ("SLC") to Customer's next quarterly invoice where the amount of a non-fulfillment credit is defined by the following criteria:

Criteria	Non-fulfillment credit in % of quarterly fee
Contracted monthly availability, per 0.1 percentage point under target	1% each

Processing time from STP to STP, per 1% of total Transaction number over 60 minutes, or 30 minutes, as applicable for optional SLA service.	1% each

The total amount of the SLC is limited to 10% of the quarterly fee, applicable to the non-compliant service and separate for each quarter without accumulation. To ensure that measured SLAs are statistically valid, this SLC is only valid if the transferred volume is at least 1000 Transactions for the respective month.

The SLC shall not be applied more than once if a single event affects more than one SLA. In the case that a single event would be subject to multiple SLCs, only the highest SLC shall apply. The SLCs are Customer's sole and exclusive remedy, and SAP's sole and exclusive liability, for any failure to achieve the SLAs set forth in this Attachment 2.

Limitations/Exclusions:

SAP E-Invoicing for Compliance OnDemand, Cloud Integration Option and SAP Information Interchange OnDemand, Cloud Integration Option are available in two volume categories:

- 200 transactions per SAP Information Interchange EDI Relation
- 400 transactions per SAP Information Interchange EDI Relation

For all SLAs, the maximum number of Transactions per month, per day, per hour may not exceed the number of Transactions stated above. Should Transaction volumes exceed such maximum capacity:

- SAP will make reasonable efforts to process the Customer's volumes in a timely manner given the amount of excess capacity;
- SAP will advise Customer accordingly;
- Possible delays of service
- SAP is relieved from any SLA or other claim for failure to achieve any such SLA.

The SLAs do not apply to any unavailability, suspension or termination of the Service (i) for planned downtime (ii) that results from service suspensions described in the Agreement; (iii) caused by factors outside of SAP's reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of the Service; (iv) that result from any actions or inactions of Customer, Business Partner or a Named User; (v) that result from Customer's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within SAP's direct control) (vi) incidents caused by processes or business content not specified in the service scope ("Excluded Items"). The SLA for the Cloud Integration Option Service for SAP Information Interchange OnDemand and SAP E-Invoicing for Compliance OnDemand is not guaranteed unless Customer utilizes SAP to perform the integration of the Customer Profiles. Such integration services are subject to execution of a separate Statement of Work and additional fees.

Option for Premium Transaction and Volume SLA

SAP E-Invoicing for Compliance OnDemand, Cloud Integration Option and SAP Information Interchange OnDemand, Cloud Integration Option also support the Option 'Premium Transaction and Volume SLA for SAP Information Interchange and SAP E-Invoicing for Compliance OnDemand, The option for Premium Transaction and Volume SLA for SAP Information Interchange OnDemand, Cloud Integration Option or SAP E-Invoicing for Compliance OnDemand, Cloud Integration Option allow up to 800,000 Transactions per month (at a rate of 40,000 transactions per day with 20 working/peak days per month) per unit purchased, in addition to Transactions per month included in standard SLA. All other SLAs and criteria remain unchanged. Customer may purchase one or more units.

4. SLA for SAP Information Interchange for SME

Scope

Service Levels are comprised of:
- Service Management – Platform Availability
- Service Management – Storage
- Service Management- Capacity

Service level agreements for Support are covered in Attachment 3 of these Supplemental Terms.

SLAs explicitly do not apply to any communication channels beyond SAP's reach, including, without limitation:

- Business Partner Value Added Network (VAN) services and connections thereto.
- Customer's and third party platforms.
- Customer's telecom connections to the SAP platform.

Platform

Platform Availability	Description	Notes
Availability of SAP Information Interchange for SME	99.50 % per month	From inbound Service Transfer Point (STP) to outbound STP
Maintenance window	2nd Saturday each month starting at 2:00pm Central European Time.	Maximum 12 hours, affected customers will be informed 10 work days in advance. Only single components will be maintained at a time, the platform as a whole has no downtime. Maximum downtime for the maintained component is maximal 2 hours within the 12 hour window. The maintenance window is used only if necessary.
Separate maintenance window compliance for Digital Signature Service of SAP E-Invoicing for Compliance	Saturday 8:00 – 12:00 am Central European Time. The maintenance window is taken only if necessary.	Maximum 4 hours, affected customers will be informed 10 work days in advance.

Storage	Description	Notes
Retention time for online storage of Transactions	Included for up to 30 days	Transactions are available on-line within the Transaction Monitor on the platform.

Capacity Management

Platform throughput is measured from inbound Service Transfer Point (STP) to outbound STP.

Capacity Management	Description	Notes
Processing time	60 minutes	Subject to maximum number of transactions for applicable SLA option

Calculations

Availability of the Service and Transaction Monitor is calculated as follows:

((opening time - downtime) / opening time) * 100

Where:

"opening time" means the total minutes per month minus unavailability during planned maintenance or due to Excluded Items.

"downtime" is defined as the amount of minutes per month during which either unplanned maintenance or a complete unavailability occurred for the specific service, where complete unavailability means no Transactions can be processed or sent.

Limitations/Exclusions:

The maximum number of Transactions per month may not exceed the number of licensed EDI Relations multiplied by 200. Should Transaction volumes exceed such maximum capacity:

- SAP will make reasonable efforts to process the Customer's volumes in a timely manner given the amount of excess capacity;
- SAP will advise Customer accordingly;
- SAP cannot guarantee the SLA anymore resulting in possible delays of service
- SAP is relieved from any SLA or other claim for failure to achieve any such SLA.

The SLAs do not apply to any unavailability, suspension or termination of the Service (i) for planned downtime (ii) that results from service suspensions described in the Agreement; (iii) caused by factors outside of SAP's reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of the Service; (iv) that result from any actions or inactions of Customer, Business Partner or a Named User; (v) that result from Customer's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within SAP's direct control); (vi) incidents caused by processes or business content not specified in the service scope ("Excluded Items"). No Service Level credits are available for SAP information Interchange for SME.

1. This document ("Support Services Document") describes the support services provided by SAP for the SAP Business Network as a Service and supersedes any support terms contained in the SAP Cloud General Terms and Conditions.

    This Support Services Document governs the provision of support and maintenance services by SAP to Customers for the Service. Support Services do not include support of Customer's Business Partners, which is the responsibility of Customer. Business Partners are not permitted to contact SAP directly to resolve any issue related to the Service.

2. Support Services

    Support for SAP Service Malfunctions

When Customer reports malfunctions, SAP supports Customers by providing information on how to remedy, avoid or bypass errors ("Incidents"). The main channel for such support will be the support infrastructure provided by SAP. Customer may send an error message at any time. All persons involved in the message solving process can access the status of the message at any time.

In exceptional cases, Customer may also contact SAP by telephone. The following priorities shall apply to all Incidents other than archiving services:

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 1 hour of confirmation.* SAP will attempt to contact Customer within the initial response time to clarify business impact and initiate resolution
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.			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.
Medium	A business transaction does not work as expected with minor consequences for the productive operation.	Monday to Friday from 9:00 am – 5:00 pm Local Time (as defined below)	English	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.*

For Incidents with priority Very High corrective action (issue resolution or action plan) will be provided within four (4) hours.

*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.

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.

Global Support Backbone

SAP Service Marketplace - SAP's knowledge database and SAP's extranet for knowledge transfer on which SAP makes available content and services to licensees and partners of SAP only.

SAP Notes on the SAP Service Marketplace document software malfunctions and contain information on how to remedy, avoid and bypass errors. SAP Notes also document related issues, licensee questions, and recommended solutions (e.g. customizing settings).

3. Customer Obligations/Preconditions

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

<u>Key Users</u>

Customer shall identify at least one English-speaking Named User as a "Key User". The Key User is a single point of contact to SAP and Customer's authorized representative empowered to make necessary decisions for Customer or bring about such decision without undue delay. The Key User is responsible for managing all business-related tasks of the Service related to Customer's business, such as:

(i)   Submit all error messages via the then-current SAP support infrastructure as made available by SAP;
(ii) Support and manage Customer's Incidents. This includes searching for known solutions in available documentation and liaising with SAP support in the event of new problems;
(iii) Manage and monitor connections to Customer's third party systems (if available);
(iv) Support the potential adaptation of the Service; and
(v)   Support and manage Incidents arising from Business Partner relations, including all EDI related issues, especially for Transaction content and master data problems.

<u>Remote Support</u>

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.

4. Support for Option for Archiving for SAP E-Invoicing for Compliance OnDemand and SAP Information Interchange OnDemand

In addition to the foregoing support terms, the following terms shall apply to support for SAP E-Invoicing for Compliance OnDemand, Option for Standard Archiving, SAP E-Invoicing For Compliance OnDemand, Option for Premium Archiving and SAP Information Interchange OnDemand, Option for Standard Archiving and shall supersede any conflicting support terms above with respect to archiving services.

The following priorities shall apply all Incidents involving archiving services:

Incident Priorities	Definition	Support Availability	Support Language	Initial Response Time
Very High	Total failure of service. Service is not available for all users or a previously designated critical process is halted No viable work-around available. Triggers escalation process for Major Incident Handling Example: data processing is completely down for all users of a single instance	Monday - Sunday 24 hours a day	English	SAP initial response within 1 hour of confirmation.* SAP will attempt to contact Customer within the initial response time to clarify business impact and initiate resolution
High	Partial failure of service. Certain components of the service are not available, affecting a group of users. No viable work-around available. Example: archiving importer is completely down for all customer of a single instance			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.
Medium	Failure of a single, component or sub-function, affecting a group of users. A viable work-around is available. Example: answer time of the application are too long, partial functionality is not available	Monday – Friday 9 a.m. to 5 p.m. local time (as defined below)	English	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	Non business-critical defect or limitation in a single service component. A viable work-around is available.			Reasonable response time based on the Incident.*

The following table describes Incidents related to archiving that are included in the support for archiving services. Any Incidents types listed as Not Included will be subject to a separate charge at SAP's then-current time and materials rates for such services.

Topic	Standard	Description
Error caused by wrong delivery of data from the customer	Not Included	
Error caused by wrong profiles	Included	
Error caused by archiving application (importer, web interface)	Included	
Error caused by server / hardware	Included	
Analysis of error causes in the archiving application	Included	
Provision of information required for incident analysis (EDI message, transmission log)	Not included	Research, capture and forward documents and technical information items required to assist client in documenting or resolving complex message content issues.
Restart of importing jobs in case of failure	Included	
Functional Enhancement	Not Included	
Patch management	Included	
Mass Changes due to wrong data delivery	Not Included	
User creation for additional customer Admin user	Not Included	
User management for Web-users	Not included	Customer receives an Administrational User to self-administrate users via the web interface
Changes to the application (user management, import jobs, web interface search, web interface mailing, web interface changes of document status, authorization matters, log files) due to programming errors	Depending on error cause	
Retention time for online storage of documents in the archive	Maximum 10 years or as defined in the metadata for the respective document, subject to effective Order Form for applicable archiving service	Beginning with the end of the current calendar year.
Migration of archived data when contract expires (e. g. after 3 years)	Not included	

5. Support for SAP Information Interchange for SME

   In addition to the foregoing support terms, the following terms shall apply to support for SAP Information Interchange for SME and shall supersede any conflicting support terms above with respect to other services.

   The following priorities shall apply all Incidents involving for SAP Information Interchange for SME:

Incident Priorities	Definition	Support Availability	Support Language	Initial Response Time
Very High	Total failure of service. Service is not available for all users or a previously designated critical process is halted No viable work-around available. Triggers escalation process for Major Incident Handling Example: data processing is completely down for all users of a single instance	Monday - Friday 9 a.m. to 5 p.m. Central European Time	English	SAP initial response within 1 hour of confirmation. SAP will attempt to contact Customer within the initial response time to clarify business impact and initiate resolution
High	Partial failure of service. Certain components of the service are not available, affecting a group of users. No viable work-around available. Example: archiving importer is completely down for all customer of a			SAP initial response within 4 hours of confirmation. SAP will attempt to contact Customer within the initial

	single instance			response time to clarify business impact and initiate resolution process.
Medium	Failure of a single, component or sub-function, affecting a group of users. A viable work-around is available. Example: answer time of the application are too long, partial functionality is not available	Monday – Friday 9 a.m. to 5 p.m. Central European Time	English	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	Non business-critical defect or limitation in a single service component. A viable work-around is available.			Reasonable response time based on the Incident.*

This E-Invoicing Mandate (the "Mandate") governs the relationship between SAP and Customer for the provision and receipt of e-invoicing services.

(1) Terminology

- "Mandate" means this Mandate from Customer to SAP.
- "BP" means business partner(s) of the Customer who is holding a contract with SAP to transmit e-Invoice, e-Credit notes or self-Bills.
- "Self-Billing" means issuing of the invoice by the service receiver (buyer) in the name and on the behalf of the service producer (supplier).

(2) Nature and Scope of this Mandate

The Customer wants to use electronic processes with its business partner (hereafter referred to as "BP") via the SAP E-Invoicing for Compliance Service. In case of invoice or credit note processing special country regulations may have to be followed.

This Mandate is intended by the parties to meet the requirements, under applicable law regulating electronic invoicing, concerning the exchange of invoices between the Customer and third persons which are not party of this Mandate. In particular as regards the issue of electronic invoices "in name and on behalf of" parties legally obligated to issue an invoice. Such requirements include a "mandate" or equivalent concepts in all countries covered by this Mandate.

This Mandate is a bilateral authorization for outsourced e-Invoice and/or e-Credit Notes issuance and/or receipt. It has been drawn up exclusively for compliant e-Invoice processing purposes as part of one or more of the services:

- e-Signing
- Secure transport
- e-Signature validation
- e-Archive

This Mandate does not in any way address or affect commercial or liability issues between the Customer and its business partners (BP). Such aspects are assumed to be regulated between those parties.

The Customer is outsourcing two different roles; invoice issuing and/or invoice receiving. Hereafter role related agreements are addressed in separate sections. Only the relevant agreement sections apply.

When Customer is acting as invoice receiver it agrees to receive invoices in electronic form and to treat these electronic invoices as originals for tax purposes.

(3) Country Coverage

The supported countries for this Mandate are limited to countries as defined in the "e-Signing Country Coverage Matrix" available at:
http://smartdownload.sap.corp:4080/download.epd?context=29117EDC4986B0A3964B588F6271DA68E0068FE054248ECAEE8C148FEF46B76E4F3487509121862FB97DF851F8A5B68CE8AC003ADDCC11A37B038FF4A0F579CC .

(4) Self-Billing

Self-Billing always requires that trading partner agreements are in place between both involved parties. These type of self-billing trading partner agreements have to be drawn up individually between invoice sender and receiver and it is the sole responsibility of the Customer to ensure that the relevant agreements are in place if self-billing is used.

(5) Information in regards to further BPs

This Mandate includes e-Invoice processing/exchange with at least one BP. SAP will inform the Customer if further BPs, who have mandated SAP to perform identical services, will be linked via the SAP E-Invoicing for Compliance with the Customer.

(6) Invoice issuing related services
      a.   Authorization of e-invoice issuance and electronic signing

The Customer hereby authorizes SAP to perform the following activities, where appropriate, in its name and on its behalf:

SAP will receive invoice data from the Customer not yet constituting an original invoice from the invoice sender or, where relevant, from an e-invoice data processing service provider.

SAP will perform processes that are required to complete the generation of the format and content that BP and / or Customer have agreed as being appropriate for the original electronic invoice. SAP will apply an electronic signature to the invoice data with a view to issuing an electronic invoice "in name and on behalf of" the invoice sender as outlined under:
http://smartdownload.sap.corp:4080/download.epd?context=29117EDC4986B0A3964B588F6271DA68E0068FE054248ECAEE8C148FEF46B76E4F3487509121862FB97DF851F8A5B68CE8AC003ADDCC11A37B038FF4A0F579CC

and then send the electronic invoice to the intended recipient.

If applicable, SAP commits to sign the invoices electronically and to send the electronically signed invoices with the exact same data content as provided by the invoice sender. The Customer further agrees that SAP may add language specifying this outsourced issuance relationship to the invoice sender's invoices, in particular the signed invoice may expressly mention that it was created in the name and on behalf of the invoice sender, i.e. the supplier or in case of self billing the buyer. SAP does not take on any additional obligations in regards to issuing the invoice.

b. Validation of accuracy of invoice data

The invoices sent by SAP in the Customer's name and on his behalf do not need to be validated by SAP as regards accuracy and completeness of invoices data content. This obligation remains the responsibility of the invoice sender.

c. Authentication of invoice sender

For any Transmission SAP receives from a Customer using the agreed authentication methods (e.g. user name and password), SAP is entitled to consider such Transmission as having been sent by the Customer.

(7) Invoice receiving related services

a. Validation of invoices on behalf of the Customer

If applicable, SAP receives the e-Invoices on behalf of the Customer and validates the electronic signatures related to the individual e-Invoices prior to sending or making the electronic invoice available to the Customer. Validation will be done as a separate process step for the Customer and shall include a cryptographic check as well as obtaining revocation status information from the issuing Certification Authority. The revocation status information is sent or made available to the Customer in the agreed format together with the electronic invoice.

SAP does not take on any additional obligations. All other activities required for invoice receiving to comply with the applicable law remain the responsibility of the Customer acting as the invoice receiver.

(8) Release from limitation of "self-dealing"

For countries where civil law defines limitation of self-dealing (i.e. when persons are dealing with legal effect (1) as a representative of a different party and (2) at the same time acting for itself or as a representative of a third party, e.g. in Germany §181 BGB) the Customer hereby releases SAP from any limitation that relates to any activity on behalf of the Customer. In this context SAP will separate activities done/executed for the different parties from an administrative and operation system point.

(9) Archiving Service*

If SAP does not provide long-term archiving (see below) it is the Customer's obligation to retrieve and archive the signed originals of the invoices (for outgoing and incoming invoices) and to ensure compliance with the law applicable to the invoices in question.

a. Long-Term Archiving (only if separately ordered)

The original electronic invoice (outgoing and/or incoming invoices) including the e-Signature and the validation result are made available in the online archive. The user receives an email notification that new documents are available in the archive and can login to the portal at its convenience with its personal access code and therefore has access to its documents (e.g. PDF-credit note/-invoice, e-Signature and validation result).

The documents are archived for the duration of agreement, but no longer than 10 years from the end of the current calendar year in accordance with local legal regulations for the electronic processing of invoice data, and can be accessed online. If other time periods have legal relevance, the Customer must notify SAP upfront. The Customer can access the archive at any time, retrieve invoices, review, download and print them. Upon request and dedicated service order the user can move the original e-invoices into its own premises.

* includes only documents provided via the SAP E-Invoicing for Compliance Service

(10) Sub Authorization for Signature Activities

The Customer hereby explicitly agrees that SAP may use natural or legal persons that are not employees or fully owned subsidiaries ("agents") to perform activities as described in this agreement. Nevertheless, SAP remains the sole responsible party for all its obligations under this Mandate towards the Customer.

Third parties who provide signing activities may in the provision of such services use certificates issued by appropriate Certification Authorities in their own name, details are available at

http://smartdownload.sap.corp:4080/download.epd?context=29117EDC4986B0A3964B588F6271DA68E0068FE054248ECAEE8C148FEF46B76E4F3487509121862FB97DF851F8A5B68CE8AC003ADDCC11A37B038FF4A0F579CC .

For long-term archiving the currently used third party provider for the archive service is specified at
http://smartdownload.sap.corp:4080/download.epd?context=29117EDC4986B0A326713EED06FB68FA98685DF95FDFCF12B14949D5D7C0462FABAF9C59C315776C450BA5C7C9E214610112A3F07647A727EAD9B190D663621B.

(11) Supporting Tax Compliance for the Client

SAP supports the Customer and its trading partners in VAT compliance by offering e-Invoice solutions including electronic signature services for the in-scope countries.

Because the Client remains responsible for his tax-relevant processes in case of doubt he should liaise with its local tax experts to review the offered solution.

The in-scope countries and signature details are available in SAP's "e-Signing Country Coverage Matrix" at
http://smartdownload.sap.corp:4080/download.epd?context=29117EDC4986B0A3964B588F6271DA68E0068FE054248ECAEE8C148FEF46B76E4F3487509121862FB97DF851F8A5B68CE8AC003ADDCC11A37B038FF4A0F579CC.

(12)   Client Duties in regards to legal obligation related to invoice

The Customer will solely be responsible for:

   a.   ensuring that the data transmitted in conjunction with the services including but not limited to the information contained in the Customer's invoices data (whether entered by the Customer or auto-generated or submitted on the Customer's behalf by service providers, that are not the subject of this Mandate) is accurate and complete as requested by local tax authority fulfilling all applicable legal requirements including proper calculations;

   b.   ensuring that by the Customer selected countries of invoice origin and destination is accurate and that provided tax IDs are appropriate;

   c.   ensuring that the data transmitted in conjunction with the services is not corrupted due to the Customer's systems;

   d.   ensuring compliance with local requirements (including, but not limited to, requirements concerning taxation requirements, accounting requirements, invoicing obligations, consequences in relation to VAT and data storage periods);

   e.   not submitting invoice data to SAP that, under applicable law, may not be used by entrusted third party service provider for issuing invoices "in name and on behalf of" the Customer;

   f.   all duties towards competent tax authorities for the invoice and its tax treatment e.g. where appropriate VAT implications. Among other things, the Customer remains fully responsible for, where relevant, reporting and paying tax (e.g. VAT) and other applicable taxes as though the invoice were issued directly by the Customer;

   g.   retrieving and archiving the signed originals of the invoices (for outgoing and incoming invoices) if the SAP service is not used for long-term archiving (see above) and in particular to ensure that there cannot be more than one clear original of the invoices from a tax perspective;

   h.   not sending duplicated invoices, neither in electronic nor in paper format;

   i.   informing SAP of any changes in information pertaining to the Customer that might be relevant to the tax compliance of the services provided by SAP to the Customer under this Mandate;

   j.   ensuring that messages are only sent to his trading partners after receiving the confirmation that the respective trading partner has accepted it.

(13)   Client's Duties in case of Disputes

The Customer will be solely responsible for notifying SAP if the Customer is aware that the transmitted invoice data were incorrect or failed to reach the receiving party.

(14)   Client Duties in case of Self-Billing

In the event of using a self-billing procedure the Customer acknowledges and agrees the following:

   a.   All stipulations above (especially duties and responsibilities of the Customer) apply equally to the self-billing relationship;

   b.   Where required under applicable law, in case an invoice issued and sent in name and on behalf of the Customer requires rectification/correction, the Customer shall take such measures as needed to issue the rectified invoice itself instead and inform SAP in a timely manner that it is not to issue a rectified invoice;

The Customer shall conform to any other specific applicable legal requirements for self-billing under the laws applying to their respective e-Invoicing processes.

(15)   Special rules for Italy

Where this Mandate refers to issuance of invoices "in name and on behalf of" a party, this should be read as "on behalf of" in all instances where such activity is governed by the laws of Italy. For archiving e-Invoices under Italian law SAP can create compliant timestamps for archiving purposes.

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (" Confidentiality Agreement") made this _____ day of _____, 201__ between SAP New Zealand Limited having its principal place of business at Level 15, 151 Queen Street, Auckland, New Zealand (hereinafter referred to as "SAP"), _____, having its principal place of business at _____ (hereinafter referred to as "Vendor") and _____, having its principal place of business at _____, hereinafter referred to as ("Customer").

WHEREAS, SAP is in the business of providing proprietary business network services to its customers;

WHEREAS, Pursuant to the Order Form dated _____ __, 201__, between SAP and Customer (the "Agreement"), SAP has licensed its Business Network as a Service (the "Service") to Customer for use in its business operations;

WHEREAS, Customer has engaged Vendor to perform certain implementation or other services ("Vendor Services") that will require Vendor to have access to the Service; and

WHEREAS, SAP and/or Customer will make available to Vendor the Service, including unique concepts or techniques embodied therein, documentation, and third party content sublicensed from SAP, and any other proprietary information of SAP ("Proprietary Information") for the sole purpose of allowing Vendor to provide the Vendor Services to Customer;

NOW THEREFORE, in consideration of disclosure to Vendor of such Proprietary Information, and intending to be legally bound, the parties agree as follows:

1.   Permissible Users.

       Vendor agrees that it will use the Proprietary Information solely for providing the Vendor Services to Customer. Vendor will not use the Proprietary Information to process its own business information or to provide processing or facilities management or other services to any party other than Customer.

2.   SAP Proprietary Information.

       (a)   Vendor acknowledges SAP's assertion that ownership of and title in and to all intellectual property rights, including patent, trademark, service mark, copyright, and trade secret rights, in the Proprietary Information are and shall remain in SAP and SAP AG and their respective licensors. Vendor acquires only the right to use the Proprietary Information under the terms and conditions of this Confidentiality Agreement and does not acquire any ownership rights or title in or to the Proprietary Information and that of their respective licensors.

       (b)   SAP agrees that no restrictions are made upon Vendor with respect to any Proprietary Information that: (a) is already rightfully possessed by Vendor without obligation of confidentiality; or (b) is developed independently by Vendor without breach of this Agreement; or (c) is rightfully received by Vendor from a third party without obligation of Confidentiality; or (d) is, or becomes, publicly available without breach of this Agreement.

       (c)   Vendor shall not remove any proprietary, copyright, trademark, or service mark legend from the Proprietary Information.

3.   Protection of Proprietary Information.

       (a)   Vendor agrees that it will not disclose, provide, or make available any of the Proprietary Information in any form to any person, except to bona fide employees, officers, or directors whose access is necessary to enable Vendor to exercise its rights hereunder, without SAP's prior written consent.

       (b)   Vendor acknowledges that any disclosure to third parties of Proprietary Information may cause immediate and irreparable harm to SAP, therefore, Vendor agrees to take the same protective precautions to protect the Proprietary Information from disclosure to third parties as it takes with its own proprietary information of a similar nature.

4.   Duties Upon Termination.

    Upon any termination of the Agreement, Vendor shall immediately cease use of the Proprietary Information.   Within thirty days after any termination, Vendor shall deliver to SAP at Vendor's expense (adequately packaged and insured for safe delivery) or, at SAP's request, destroy all copies of the Proprietary Information in every form in its possession and control and permanently delete or destroy any copies of the Proprietary Information in its possession.   Vendor shall certify in writing to SAP that it has performed the foregoing.

5.   Indemnification.

        Vendor agrees to indemnify, hold harmless and defend SAP, its parent, affiliates, its and their officers, directors and employees, from and against any and all loss, claim or damage, including attorney's fees and costs, which SAP may suffer, that arise from or are in any way connected with Vendor's provision of the Vendor Services to Customer or breach of Vendor's obligations hereunder.

6.   Miscellaneous.

        (a)   This Confidentiality Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors assigns.

        (b)   The provisions of this Confidentiality Agreement, together with any agreements incorporated or referred to herein, shall (i) with regard to the subject matter hereof, supersede all prior agreements and negotiations, and (ii) be modified only by a written agreement.

        (c)   In the event that any provision of this Confidentiality Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Confidentiality Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, or supplemented, or otherwise affected by such action, remain in full force and effect.

    (d)   This Agreement shall be governed by and construed under the Commonwealth of Pennsylvania law without reference to its conflicts of law principles.

    (e) Vendor may not, without SAP's prior written consent, assign, delegate, sublicense, pledge, or otherwise transfer this Confidentiality Agreement, or any of its rights or obligations under this Confidentiality Agreement. Any permitted assignment of this Confidentiality Agreement shall provide that the provisions of this Confidentiality Agreement shall continue in full force and effect and that Vendor shall guaranty the performance of its assignee and shall remain liable for all obligations hereunder.

This Confidentiality Agreement shall be in effect beginning on the date first above written and shall continue in effect until otherwise agreed upon by the parties in writing.

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Confidentiality Agreement on the date and year first written above.

SAP NEW ZEALAND LIMITED

_____   _____

By: _____   By: _____

Title: _____   Title: _____

Date: _____   Date: _____
_____(Customer)

_____

By: _____

Title: _____

Date: _____
_____(Vendor)

_____

By: _____

Title: _____

Date: _____