

SAP Cloud for Customer

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 Cloud for Customer. SAP Cloud for Customer 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 Cloud for Customer and not to any other SAP product or service.

1. Packages and Options

(a) There are four (4) independent solutions that Customer can purchase in conjunction with its subscription to SAP Cloud for Customer – SAP Cloud for Sales, SAP Cloud for Service, SAP Cloud for Marketing and SAP Cloud for Social Engagement.

(b) Fees for SAP Cloud for Marketing are based on the number of contact records in the SAP Cloud for Marketing system. For each 100,000 contact records, Customer is permitted to have up to 10 Named Users access SAP Cloud for Marketing. Fees for SAP Cloud for Sales, SAP Cloud for Service, and SAP Cloud for Social Engagement are based on Named Users.

(c) SAP Cloud for Customer, advanced user option, is an optional service that includes access to Influencer Map and Deal Finder modules.

(d) SAP Cloud for Customer, B2B industry user option, is an optional service that includes the Design Wins for High Tech module.

(e) Each subscription to any of SAP Cloud for Sales, SAP Cloud for Service, SAP Cloud for Marketing and SAP Cloud for Social Engagement includes the use of the SAP Cloud Applications Studio. Customer's use of the SAP Cloud Applications Studio is subject to the terms set forth in **Attachment 1** to this Supplement.

(f) Customer may purchase subscriptions to test tenants that are described in the Documentation (each a "Test Tenant"). No more than 50 Named Users for which Customer has a subscription may access each Test Tenant.

(g) SAP will provide up to 10 gigabytes of disk storage space per Named User at no additional charge. Additional storage may be purchased based on then-current pricing. SAP reserves the right to modify its general practices and limits relating to disk storage upon prior written notice.

(h) SAP Cloud for Customer, Private Edition is an optional service and includes a dedicated multi-tenant system for single customer usage and customized maintenance windows, as defined below. Customer may elect to have up to 10 production tenants on a Private Edition system. These additional production tenants do not replace Test Tenant requirements. A minimum subscription of 1,000 Named Users is required.

(i) If Customer integrates the Service with SAP on-premise software, Customer may access such SAP on-premise software through the Service solely to perform functions in conjunction with its use of the Service without requiring a named user license for such SAP on-premise software. Notwithstanding the preceding sentence, if Customer integrates SAP Cloud for Customer with SAP CRM on-premise software, Customer must meet all licensing requirements for use of SAP CRM on-premise software, including any applicable named user licenses, irrespective of such integration.

2. Terms for SAP Cloud for Social Engagement.

(a) SAP Cloud for Social Engagement includes integration to social media services and web sites and other similar services 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 SAP Cloud for Social Engagement. 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. 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. 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.

(b) 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, and which includes all necessary information to tell end users how "**SAP Cloud for Social Engagement**" 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 Cloud 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. Integration Options

(a) In addition to the hosted portion of the Service, SAP shall make available for download by Customer the SAP Cloud for Customer integration component (the "**Integration Component**"). The use of the Integration Component is limited to use with the Service and Customer may not use the Integration Component for any other purpose. The Integration Component is part of the Service and Customer's use is limited to use by Named Users. The Integration Component may not be modified or altered in any way except by SAP. Any such modifications will negate SAP's obligation to provide support and void SAP's warranty obligations under this Agreement. Customer is solely responsible for the security of the Integration Component and is responsible for maintaining adequate security measures, including firewalls, to prevent unauthorized access to the Integration Component. Upon termination or expiration of the Order Form, Customer's right to use the Integration Component shall cease.

(b) SAP HANA Cloud Integration, Application Edition is an optional service subject to additional fees and terms that allows Customer to enable integration of SAP Cloud for Customer to SAP on-premise solutions. Terms for SAP HANA Cloud Integration, Application Edition are found in the Supplemental Terms for SAP HANA Cloud Integration, Application edition located at <http://www.sap.com/company/legal/index.epx>.

(c) Services to enable the integration of the Service with SAP or third-party software are not included under the Order Form.

4. Mobile Access. The Service may be accessed by Named Users through a mobile application obtained by Named Users via third-party websites. Customer acknowledges that the use of such mobile applications is governed by the terms and conditions presented to the Named User upon download/access to the mobile application and not by the terms of this Agreement. Customer acknowledges that the third party that operates the website through which the mobile application is distributed may stop distributing the mobile application at any time, and SAP is not responsible for the unavailability of the mobile application due to the actions of the third party distributor.

5. Maintenance Windows

SAP can use the following maintenance windows for planned downtimes:

	Maintenance Windows
Regular Maintenance Windows	Customer may select from any one of the following three maintenance window options: (1) Tuesday and Thursday from 2 a.m. to 4 a.m. Local Time (*); (2) Saturday from 2 a.m. to 6 a.m. Local Time (*); or (3) Sunday from 2 a.m. to 6 a.m. Local Time.
Major Upgrades	Up to 4 times per year from Friday 10 p.m. to Saturday 10 p.m. Local Time (*). SAP will inform Customer in due time in advance (either by email or by any other electronic means)

(*) Local Time	UTC-4, Americas (summer); UTC-5, Americas (EST winter) UTC+2, Europe (summer); UTC+3, Europe (CET winter) UTC+8, APJ
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For Customers that have purchased a subscription to a Private Edition of the Service, the following maintenance windows shall apply:

	Maintenance Windows
Regular Maintenance Windows	Customer can request any regular maintenance window (duration 2 hours at two times per week or one four-hour maintenance window per week).
Major Upgrades	Up to 4 times per year from Friday 10 p.m. to Saturday 10 p.m. Local Time (*). SAP will inform Customer in due time in advance about the planned upgrade scheduling.

(*)Local Time	UTC-4, Americas (summer); UTC-5, Americas (EST winter) UTC+2, Europe (summer); UTC+3, Europe (CET winter) UTC+8, APJ
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6. Third Party Product License Terms

In case the Service accesses the Google Mobile Maps Service ("GMM Service"), a third party product, through a Google Maps API, Customer's use of the GMM Service is subject to Google's Terms of Use which are set forth on: http://www.google.com/intl/en_ALL/help/terms_maps.html. If Customer does not accept such Google Terms of Use, including, but not limited to all limitations and restrictions therein Customer may not use the GMM Service with the Service. Customer acknowledges and agrees that use of the GMM Service in or through the Service will constitute Customer's acceptance of Google's Terms of Use. Customer's usage of GMM Service within the Service can be terminated by SAP without stating any reason at any time. In that case SAP is not required to provide an equivalent service via another provider. Customer is not entitled to seek any damages as a result.

7. Optional Features. SAP may provide and Customer may at its discretion use additional features for the Service after accepting additional terms and conditions. Customer expressly accepts the validity and enforceability of any such additional terms and conditions accepted by Customer and SAP through an electronic contracting process or otherwise. Such additional terms and conditions shall not alter the terms of this Agreement except as they may apply to such new feature.

Attachment 1

Supplemental Terms for use of SAP Cloud Applications Studio

1. Definitions.
 - 1.1 "APIs" means SAP's application programming interfaces, as well as other commands or instructions that allow other software products to communicate with or call on the SAP Cloud Solution or the Cloud Applications Studio (for example, SAP enterprise services, ByDesign Business Objects, BAPIs, Idocs, RFC, and ABAP customer exits) provided under this Agreement.
 - 1.2 "Background Materials" means any pre-existing works that include intellectual property rights owned by either SAP or Customer that have been prepared by SAP or Customer outside the scope of the Agreement or that were licensed from a third party.
 - 1.3 "Cloud Applications Studio" means the overall SAP development environment to which SAP grants Customer access as outlined in this Supplement for development of the Customer Solution. It consists of the following elements: Software Development Kit, and Key User Tools.
 - 1.4 "Customer Solution" means a solution developed or packaged by Customer with the Cloud Applications Studio and/or the Key User Tools which adds new and independent functionality beyond that provided by the SAP Cloud Solution, including any new functional components for business processes not provided by the SAP Cloud Solution, that connect to and/or communicate through published SAP APIs or user exits, including new or modified user interface elements, new reports, new forms, new web services, and new or modified functionality. The Customer Solution must be custom-built to be used by Customer only without further distribution or licensing.
 - 1.5 "Customer Test Tenant" means an SAP Cloud Solution tenant which is simulating a live situation of a customer environment for testing purposes.
 - 1.6 "Key User Tools" means a set of tools that are available to configure, customize and extend the Customer Solution. This includes extensibility and flexibility enhancements as well as reporting enhancement capabilities. Configurations prepared with the Key User Tools may be incorporated into the Customer Solution.
 - 1.7 "Modification" means any alteration or modification to the SAP Cloud Solution, including but not limited to a change made to the source code and/or metadata of the SAP Cloud Solution.
 - 1.8 "SAP Cloud Solution" refers to the SAP Cloud product for which Customer has a valid subscription and with which the Cloud Application Studio will be used to develop the Customer Solution.
 - 1.9 "Software Development Kit" means the frontend components of the Cloud Applications Studio which are based on a developer framework and a user interface design tool. Customer develops solutions within the frontend Software Development Kit and based on a scripting language called SAP Cloud Applications Studio script.
 - 1.10 "Test Tenant" means an SAP Cloud Solution tenant which may be simulating a live situation of a Customer environment that is enabled for testing during software development and is operated by SAP. Frontend access is optionally available.
2. Customer Obligations
 - 2.1 Customer will be responsible for providing SAP with all necessary information on the Customer Solutions required for the applicable SAP Cloud Solution to interoperate with a Customer Solution and for SAP to fulfill its obligations under this Agreement.
 - 2.2 Customer is responsible for ensuring that the Customer Solution remains compatible and interoperable with the SAP Cloud Solution during the term of Customer's SAP Cloud Solution subscription.
 - 2.3 Customer must subscribe to a Test Tenant with the SAP Cloud Solution for a term equal to the term of the subscription for the Cloud Application Studio.
3. SAP Obligations
 - 3.1 SAP will provide Customer access to the Cloud Applications Studio for the purposes of this Agreement.
 - 3.2 SAP will provide Customer with required information to allow Customer to keep the Customer Solution compatible and interoperable with the Customer's SAP Cloud Solution subscription.
 - 3.3 SAP will incorporate the Customer Solution into Customer's SAP Cloud Solution environment. SAP shall not be responsible for the support of the Customer Solution. SAP will activate or de-activate the Customer Solution upon notification by Customer. SAP is not responsible for uploading the Customer Solution into Customer's SAP Cloud Solution environment. SAP reserves the right to refuse to incorporate the Customer Solution into Customer's SAP Cloud Solution Environment, or to temporarily or permanently deactivate the

Customer Solution at any time if (i) SAP reasonably believes such Customer Solution may have a negative impact on Customer's SAP Cloud Solution system or (ii), Customer is in breach of any term or condition of its Agreement with SAP. Use of the Customer Solution is at Customer's sole risk and SAP shall not be responsible for any changes or modifications of Customer Data by or through the Customer Solution. SAP incorporates the Customer Solution into Customer's SAP Cloud Solution environment free of charge, "AS IS" and without any warranty, express or implied. SAP does not warrant that the Customer Solution is or will be available without interruption, including, without limitation, during any standard maintenance windows for the SAP Cloud Solution. However, SAP will use reasonable endeavours to make the Customer Solution available based on the SAP Cloud Solution service level agreement applicable to the SAP Cloud Solution. SAP shall not be responsible for any negative impact of the Customer Solution -on on the availability, functionality or performance of Customer's SAP Cloud Solution system.

4. Use Rights / Intellectual Property Rights

- 4.1 SAP hereby grants Customer, for the term of the Order Form, a non-exclusive, limited license for Named Users to access and use the Cloud Applications Studio and its Documentation to develop and test the Customer Solution. Customer is not permitted to use the Cloud Applications Studio as a business application.
- 4.2 Customer is not permitted to sublicense or rent the Cloud Applications Studio. Except to the extent expressly authorized herein and except to the extent stipulated by indispensable statutory requirements, third parties are not authorized to use or have access to the Cloud Applications Studio or its Documentation. Customer is not permitted to create Modifications or derivative works of the Cloud Applications Studio. Customer irrevocably assigns to SAP all rights, title and interest in and to any such Modifications and derivative works created by Customer. Any further use as not expressly set forth herein is strictly prohibited and subject to a separate written agreement and subject to the then current terms and conditions for such use.
- 4.3 SAP may provide Customer with certain front-end components of the Cloud Applications Studio which need to be installed by Customer on its hardware. Customer is responsible for installing such front-end components of the Cloud Applications Studio.
- 4.4 Customer acknowledges that ownership of and title to all intellectual property rights in the Cloud Application Studio, the SAP Cloud Solution and any SAP APIs are and shall remain the sole property of SAP and its licensors. Except for the licenses explicitly granted by SAP to Customer herein, SAP owns all rights and title, including all intellectual property rights, in and to any SAP software, libraries and tools made available by SAP to Customer.
- 4.5 Customer will not copy, translate, disassemble or decompile, nor create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Cloud Application Studio. In the event source code is provided to Customer, SAP, in its sole discretion, reserves the right to delete, or to require the deletion of, such source code and all copies thereof in Customer's possession or control whenever a future release, version or correction provides for like functionality in an object code format.
- 4.6 Subject to the terms set out herein, Customer shall own the portions of the Customer Solution developed by Customer hereunder and the intellectual property rights therein, excluding any SAP Background Materials, SAP APIs or SAP libraries and any derivative works thereof.
- 4.7 Except to the extent explicitly specified, nothing in this Supplement shall be construed, whether by implication, estoppel or otherwise, to transfer ownership rights in or grant license rights to the Background Materials of the other party. Nothing shall restrict SAP or any SAP Affiliate from independently developing any new or improved functionalities, products, means, systems and/or processes related to the SAP Cloud Solution, including but not limited to the Customer Solution, which in whole or in part are congruent, similar and/or comparable to developments by Customer. SAP reserves the rights to provide additional or new SAP software products.
- 4.8 Customer shall be entitled to grant subcontractors, agents or freelancers access to the Cloud Applications Studio to develop on Customer's behalf. Customer must ensure and shall be responsible that such third parties adhere to the terms of the Agreement and Customer is liable to SAP for any breach of these terms due to such access by subcontractors, agents or freelancers.

5. Additional Licensing Terms

- 5.1 In order to create the Customer Solution, and subject to Customer's full compliance with the following additional licensing terms, SAP hereby grants to Customer a limited, royalty-free, fully paid-up, non-exclusive, worldwide, non-transferable right and license to reproduce APIs solely for the purpose of incorporating them into the Customer Solution, provided however that Customer has no right to transfer, sublicense or otherwise distribute any APIs to any third party on a stand-alone basis or separately from the Customer Solution that complies with the limitations of this Supplement. Customer shall not modify or create a derivative work of any APIs, in whole or in part, except to create the Customer Solution in accordance with this Supplement.

- 5.2 The Customer Solution must not: (i) unreasonably impair, degrade or reduce the performance or security of the SAP Cloud Solution or the Cloud Applications Studio ; (ii) enable the bypassing or circumventing of SAP license restrictions and/or provide users with access to the SAP Cloud Solution or the Cloud Applications Studio to which such users are not directly licensed; (iii) render or provide, without written consent from SAP, any information concerning SAP software license terms, SAP software, or any other information related to SAP products. Customer shall refer any customer requiring such information to SAP; and/or (iv) permit mass data or metadata extraction from an SAP software to a non-SAP software, including use, modification, saving or other processing of such data in the non-SAP software.
- 5.3 In exchange for the right to develop the Customer Solution, Customer covenants not to assert any Intellectual Property Rights in the Customer Solution created by Customer against any SAP product, service, or future SAP development. Customer also acknowledges that SAP APIs constitute and contain valuable intellectual property of SAP and its licensors, and, in order to protect such intellectual property, Customer will not delete or in any manner alter the copyright and other proprietary rights notices appearing on APIs as delivered, and will reproduce such notices on all copies it makes of the APIs.
- 5.4 If Customer transfers or assigns the Customer Solution or any part thereof or substantially all of the rights thereto to any third party that threatens a lawsuit or claim against SAP, SAP has the right to terminate the Agreement and take the Customer Solution out of Customer's SAP Cloud Solution environment. In this case, Customer grants to SAP a non-exclusive, perpetual, worldwide, fully paid up royalty-free license, with the right to grant sublicenses, to use, reproduce, display, distribute, and create derivative works of the Customer Solution, and to make, have made, use, lease, sell, offer for sale, import, export or otherwise transfer any apparatus or product (including through standard distribution channels), and to practice any method, covered by any intellectual property rights in the Customer Solution.
- 5.5 APIs are subject to ongoing changes. Customer must adapt the Customer Solution to such changes to APIs.
- 6 Export and Import
- 6.1 Any front-end components of the Cloud Applications Studio are subject to German, European Community and/or US export control regulation. The export and re-export is restricted by German, European Community and/or US law. Any re-export into a member state of the European Union (if the Customer has its seat within the European Union) might be restricted by national laws and regulations, in particular if the final destination of the front-end components is outside the European Union.
- 6.2 Any re-export outside the European Union is restricted by German, European Community and/or United States export control regulation. Prior to any export, the Customer shall seek advice from the competent export authorities and, if necessary, apply for the required export authorizations. Certain countries might be exempt from such obligation; the Customer should therefore contact SAP in order to obtain a list of exempted countries. This obligation also applies to any re-export of the front-end components an affiliated company. The foregoing obligation does not apply if the destination is a country listed in the Community General Export Authorisation No EU001 (OJ No. L159/200 of 30 June 2000) (Australia, Japan, Canada, New Zealand, Norway, Poland, Switzerland, Czech Republic, Hungary, United States). Even in this case, however, national export control laws may apply.
- 6.3 The electronic transfer or download of the front-end components can constitute an export as well as any physical shipping of data media. The import and the use of the front-end components in the country of destination may also be restricted or banned by national regulation of that country.