SAP NetWeaver Cloud
Supplemental Terms and Conditions

SAP and Customer have entered into an agreement for the purchase of certain SAP products and services ("Agreement") pursuant to which Customer is purchasing SAP NetWeaver Cloud. SAP NetWeaver Cloud is deemed part of the Service (as defined in the General Terms and Conditions for SAP Cloud Services) and is provided under the terms and conditions of the Agreement. The Agreement includes an Order Form, the General Terms and Conditions for SAP Cloud Services, these supplemental terms and conditions (the "Supplement") and any Schedules referenced by those documents. This Supplement and any modifications to the Agreement made herein apply solely to SAP NetWeaver Cloud and not to any other SAP product or service.

1. Use of the Cloud Service

(a) In addition to the Service, SAP makes available a software development kit (SDK) and Eclipse Plug In (Plug In) to be used by Customer to create applications on Customer's landscape ("Customer Applications"). The SDK and Plug In can be obtained by Customer at https://tools.netweaver.ondemand.com/sdk/allVersions.html, and https://tools.netweaver.ondemand.com/updatesite, respectively. Separate terms of use governing Customer's use of the SDK and Plug In must be accepted by Customer when downloading the SDK and Plug In. As part of the SDK a small footprint server can be downloaded to the Customer's client so Customer can build and functionally test Customer Applications before deploying them to the Platform (as defined in section 1 (b) below).

(b) The Service includes the platform hosted in the SAP Cloud (the "Platform") on which the Customer Applications can be uploaded and accessed by Customer and Customer's authorized end users ("End Users"). Customer is responsible for providing access to End Users and ensuring End Users comply with the terms of this Agreement. Customer shall be liable for the acts and omissions of its End Users to the same extent Customer is liable to SAP under this Agreement and shall indemnify and hold SAP harmless for any claims made by End Users based on or arising from the End Users' access to, or the unavailability of, the Service. Customer is responsible for all terms and conditions between itself and its End Users applicable to the Customer Applications. Compliance with such terms and conditions by Customer and its End Users shall not (a) cause Customer to be in breach of the terms and conditions of this Agreement, or (b) require End Users to take actions inconsistent with the terms and conditions of this Agreement or the Documentation. Customer is responsible for providing customer service (if any) to End Users for the Customer Applications. SAP will not offer any support programs or services to End Users in connection with Customer Applications. For purposes of these Supplemental Terms, "Customer Data" shall include all Customer Applications, content, materials, data and information provided by Customer and its End Users.

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

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

(e) Only Named Users are permitted to access the administrative areas of the Platform. End Users are limited to screen-access of the Customer's Applications via the Internet.

(f) Each compute unit includes the following cores and memory.

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

2. In no event may Customer resell the Service or any component of the Service to any third party, except that Customer is entitled to allow End Users to remotely access the Customer Applications on the Platform as permitted by this Supplement. Customer may not use the Service or any Customer Application to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisings or other solicitations ("spam").

3. Company may not use, and may not authorize any Named Users or End Users to use, any Public Software in connection with the Service in any manner that requires, pursuant to the license applicable to such Public Software, that any SAP software applications or other materials be (a) disclosed or distributed in source code form, (b) made available free of charge to recipients, or (c) modifiable without restriction by recipients. "Public Software" means any software, documentation or other material that contains, or is derived (in whole or in part) from, any software, documentation or other material that is distributed as free software, open source software (e.g., Linux) or similar licensing or distribution models, including, but not limited to software, documentation or other material licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (a) the GNU General Public License (GPL), Lesser/Library GPL (LGPL), or Free Documentation License, (b) The Artistic License (e.g., PERL), (c) the Mozilla Public License, (d) the Netscape Public License, (e) the Sun Community Source License (SCSL), (f) the Sun Industry Standards License (SISL), (g) the BSD License and (h) the Apache License.

4. Maintenance Windows

   SAP can use the following maintenance windows for planned downtimes:

	Maintenance Windows
Regular Maintenance Windows	Bi-weekly, in odd calendar weeks (e.g., calendar week 1, 3, 5, etc.), Thursday morning 7AM to 8AM CET.
Major Upgrades	Up to 4 times per year from Friday 10 pm to Monday 3 am Coordinated Universal Time(*).SAP will inform Customer in due time in advance (either by email or by any other electronic means)
(*) Coordinated Universal Time	UTC+2