

SAP HANA Cloud Portal
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 HANA Cloud Portal. SAP HANA Cloud Portal 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 ("GTCs"), 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 HANA Cloud Portal and not to any other SAP product or service.

1. Use of the Cloud Service

- (a) The Service includes the platform hosted in the SAP Cloud (the "Platform") on which the SAP HANA Cloud Portal runs and can be accessed by Customer and Customer's end users ("End Users").
- (b) Fees for the Service are calculated based on the number of individual visits (user sessions) to Customer's SAP HANA Cloud Portal by End Users and fees for administrative users. At least one administrative user subscription is required with a subscription to the SAP HANA Cloud Portal. Each SAP HANA Cloud Portal subscription includes 10GB monthly bandwidth allocation.
- (c) 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.

2. Maintenance Windows

SAP can use the following maintenance windows for planned downtimes:

Maintenance Windows	
Regular Maintenance Windows	Platform: Bi-weekly, in odd calendar weeks (e.g., calendar week 1, 3, 5, etc.), Thursday morning 7AM to 8AM CET. SAP HANA Cloud Portal: Bi-weekly, in odd calendar weeks, Sundays 12:00 -13:00 CET.
Major Upgrades	Up to 4 times per year from Friday 10 pm to Monday 3 am <u>Coordinated Universal Time(*)</u> . SAP will inform Customer in due time in advance (either by email or by any other electronic means)
(*) Coordinated Universal Time	UTC-5, America; UTC+2, Europe; UTC+8, APA

3. Service Availability

Notwithstanding anything to the contrary in the Agreement, SAP warrants at least ninety-nine point five percent (99.5%) System Availability over any calendar month. Should SAP fail to achieve ninety-nine point five percent (99.5%) System Availability over a calendar month, Customer shall have the right to receive a credit equal to two percent (2%) of its subscription fees for the Service for that month, for each one percent (1%) (or portion thereof) by which SAP fails to achieve such level, up to one hundred percent (100%) of the fees for such month. This is Customer's sole and exclusive remedy for any breach of this service level warranty; provided however, that should SAP fail to achieve ninety-nine point five percent (99.5%) System Availability in each of two (2) consecutive calendar months, Customer shall have the right to terminate the Order Form for cause, in which case SAP will refund to Customer any prepaid fees for the remainder of its subscription term after the date of termination. Claims under this service level warranty must be made in good faith and by submitting a support case within ten (10) business days after the end of the relevant period. System Availability shall exclude any period of unavailability lasting less than five (5) minutes.

- 4. Support. SAP shall provide support services for the Service in accordance with Attachment 1 to this Supplement. Exhibit 1 to the GTC shall not apply.
- 5. Support Portal. SAP HANA Cloud Portal, Support Site option is an optional service that can be purchased with SAP HANA Cloud Portal. A prerequisite to a subscription to the SAP HANA Cloud Portal, Support Site option is a subscription to the SAP HANA Cloud Portal and SAP Cloud for Customer, each of which is subject to separate fees.

Attachment 1
To
SAP HANA Cloud Portal
Supplemental Terms and Conditions

Support Services for SAP HANA Cloud Portal

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

1. Applicability

This Support Services Document governs the provision of support and maintenance services by SAP to Customer for the Service.

2. Support Services

Support for SAP HANA Cloud Portal Malfunctions

SAP will offer support for all malfunctions related to the Service (each an "Incident"). Incidents have to be reported by Customer via the help functionality made available by SAP (or any other support channel introduced by SAP). In the event that SAP must access any of Customer's systems remotely, e.g. via application sharing, Customer hereby grants to SAP the permission for such remote access. The following Incident priorities shall apply:

Incident Priorities	Definition	Support Availability	Support Language	Initial Response Time
Very High	The problem has very serious consequences for major business transactions and urgent work cannot be performed. The Incident requires immediate attention because the malfunction can cause serious losses.	24 hours x 7 days a week	English	SAP initial response within 4 hours of confirmation.* SAP will attempt to contact customer within the initial response time to clarify business impact and initiate resolution process.
High	A business transaction does not work and necessary tasks cannot be performed. The Incident requires prompt attention because the malfunction can disrupt the entire productive business flow.	Sunday to Thursday from 9:00 am – 5:00 pm Local Time (as defined below)	English	SAP initial response within 3 days of confirmation.* SAP will attempt to contact customer within the initial response time to clarify business impact and initiate resolution process.
Medium	A business transaction does not work as expected with minor consequences for the productive operation.			Reasonable response time based on the incident (usually within 4 days).* SAP will attempt to contact customer to clarify business impact and evaluate incident.
Low	The malfunction has only few or no effects on business transactions.			Reasonable response time based on the incident.*

*Incident receipt at SAP will be confirmed via email response for all online submitted incidents.

Local Time shall mean the time zone in which the Customer Named User with administrative rights submitting the support request is located.

Health Check

Support for the Service includes a Health Check. A Health Check is a permanent system monitoring established by SAP that notifies SAP automatically when critical situations that require intervention arise or may arise.

Software Changes

SAP will proactively apply software updates and patches during the defined maintenance windows. In case a patch needs to be applied outside a maintenance window, SAP will notify Customer in advance.

3. Customer Obligations/Preconditions

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

Key Users

Customer shall identify at least one English-speaking Named User as a "Key User". The Key User is responsible for managing all business related tasks of the Service related to Customer's business, such as:

- (i) Support end users and manage their Incidents. This includes searching for known solutions in available documentation and liaising with SAP support in the event of new problems
- (ii) Manage background jobs and the distribution of business tasks across users;
- (iii) Manage and monitor connections to Customer's third party systems (if available), such as e-mail, fax, printers;
- (iv) Support the potential adaptation of the Service.

Exploration of self-help tools

In case of Incidents, Customer shall make reasonable effort to explore self-help tools to find already documented solutions.

Remote Support

In the event that SAP needs to access any of Customer's systems remotely, e.g. via application sharing, Customer hereby grants to SAP the permission for such remote access. Further, Customer names a contact person that – if necessary – grants to SAP the required access rights.