



SAP Circular Authority for Insurance

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 a subscription to SAP Circular Authority for Insurance. SAP Circular Authority for Insurance 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 Circular Authority for Insurance and not to any other SAP product or service.

1. Use of the Service

- (a) SAP shall make available to Customer through the Service certain content provided by Insurance Services Office (ISO), a third party content service. Customer must have a current, valid agreement with ISO to access and use such content via the Service. Customer hereby consents to SAP providing Customer's name to ISO for verification of Customer's license status with ISO. The ISO content may only be downloaded by Customer if Customer has such rights under its license with ISO. ISO content may only be used in conjunction with the Service. Customer acknowledges that SAP does not verify the accuracy or authenticity of content supplied by ISO, and Customer agrees that SAP shall have no liability to Customer for any damages or liability arising out of Customer's use of or reliance on any data in the Service supplied by ISO. Upon expiration of the term set forth in the Order Form, Customer shall not be able to access the ISO content through the Service. In the event SAP's right to distribute any portion of the ISO content is terminated by ISO, SAP may terminate the applicable Order Form for the Service. SAP shall provide as much advance notice of such termination as practicable by written notice to Customer based on the notice period provided by ISO, and Customer will receive a refund of any pre-paid fees for periods after the effective date of such termination.
- (b) The Service may be used by Customer in support of its efforts to comply with laws and regulations governing its products and business. Customer acknowledges that SAP makes no warranty that use of the Service ensures that Customer will be in compliance with such laws and regulations. It is solely Customer's responsibility to retain information in accordance with applicable law, and SAP shall have no obligation to retain Customer Data under this Agreement in order to meet Customer's regulatory requirements.
- (c) Fees set forth in the Order Form are based on Customer's Gross Written Premiums and the number of states for which a specified line of business subscription is purchased. Gross Written Premiums means the annual gross premiums written by Customer and its corporate group for the lines of business identified in the Order Form. Customer's corporate group shall include Customer and all its Affiliates. Customer's Gross Written Premiums may be based on the a subset of entities that comprise Customer's corporate group if (i) the data being processed using the Service is limited to the data directly associated with the subset of entities whose Gross Written Premiums are used to calculate fees specified in the Order Form and (ii) the Gross Written Premiums of the subset of entities can be separately verified. Customer's Gross Written Premiums may be assessed by SAP once per year beginning on the annual anniversary date of the Order Form effective date.
- (d) SAP may use Customer Data for the purpose of generally improving the look and feel of the Service as well as for developing and distributing benchmarks and similar reports and databases therefrom so long as SAP, for the latter, (i) first removes all references to Customer and any personal information of a Named User included in the Customer Data; (ii) presents such Customer Data in the form of aggregate benchmarks; and (iii) generates and publishes benchmarks only when such benchmarks include data from at least seven (7) other organizations
- (e) Use of the Service is limited to entities operating in the United States.

2. Maintenance Windows

SAP can use the following maintenance windows for planned downtimes:

	Maintenance Windows
Regular Maintenance Windows	Nightly, from 9p.m. to 6 a.m. Eastern U.S. Time.
Major Upgrades	Last Friday of each calendar month from 9 p.m. to Monday 6 a.m. Eastern U.S. time. SAP will inform Customer in due time in advance (either by email or by any other electronic means).

3. Support. SAP shall provide support for the Service in accordance with Attachment 1 to this Supplement. Support does not include support for ISO content.
4. Security. The "Data Privacy and Security" Attachment to the Order Form or GTCs, as applicable, shall not apply to the Service. SAP undertakes to Customer that it has taken and will, on a continuing basis, take appropriate technical and organizational measures designed to keep Customer Data secure and protect it against unauthorized or unlawful processing and accidental loss, destruction or damage.

Attachment 1

To

SAP Circular Authority for Insurance

Supplemental Terms and Conditions

Support Services for SAP Circular Authority for Insurance

This document ("Support Services Document") describes the support services provided by SAP for SAP Circular Authority for Insurance.

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 On Demand Malfunctions

SAP will offer support for all malfunctions related to the Service (each an "Incident"). Incidents have to be reported by Customer via the SAP Service Marketplace CSS. 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 (Priority 1)	The problem has very serious consequences for normal business transactions and urgent, business critical work cannot be performed. This is generally caused by the following circumstances: complete system outage, malfunctions of central SAP functions in the production system.	8 a.m. to 8 p.m. Eastern Time, Monday through Friday	English	SAP shall respond to Priority 1 support messages within one (1) hour* of SAP's receipt of such Priority 1 support messages during available support hours.**
High (Priority 2)	Normal business transactions in a production system are seriously affected and necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the SAP system that are required to perform such transactions and/or tasks.			SAP shall respond to Priority 2 support messages within four (4) hours* of SAP's receipt during available support hours.
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.

** Response time is contingent on the issue and its business impact being described in detail sufficient to allow SAP to assess the issue.

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.