



**SAP Enterprise Store
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 Enterprise Store. SAP Enterprise Store 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 Enterprise Store and not to any other SAP product or service.

1. Use

- (a) The Service includes cloud-based services to enable Customer to operate an SAP Enterprise Store to distribute mobile apps to Active Users (defined below). Customer is responsible for providing all mobile apps and other content it makes available via the SAP Enterprise Store and no mobile apps or other content are provided as part of the Service. Customer is responsible for administering the SAP Enterprise Store with the functions made available as part of the Service, and the Service only includes the infrastructure and tools required for such administration.
- (b) In addition to any fixed fees set forth in the Order Form, fees for the Service are based on Active Users. An Active User is a unique visitor to the SAP Enterprise Store that performs actions on the SAP Enterprise Store that can be tracked by the Service, including without limitation, uploading an app, downloading an app, setting up the Customer store, or reviewing an app. SAP will assess the number of Active Users on a quarterly basis for purposes of determining if Customer exceeded the number of Active Users for which it has subscribed for the relevant period. Customer shall provide SAP with information about the number of Active Users and any other information reasonably required to calculate the number of Active Users upon request.
- (c) To the extent Customer has a current valid perpetual license for SAP Business Suite software or SAP Afaria software, Active Users of the Service licensed pursuant to the Order Form are permitted to access the SAP Business Suite and SAP Afaria software through the Service only for the limited purposes of user information, mobile app distribution and license tracking. If SAP Business Suite or SAP Afaria integration is required for any functions not specified above, then appropriate licenses that allow access to the SAP Business Suite or SAP Afaria are required at an incremental cost (i.e., costs on top of the pricing for the Service under this Order Form) under separate written agreement. SAP reserves the right to charge additional fees for integration scenarios that may be added to the Service that are used by Customer.
- (d) SAP may make interfaces available as part of the Service. Use of the Service interfaces by Customer is subject to a separate agreement between Customer and SAP and may be subject to additional fees.

2. Maintenance Windows

SAP can use the following maintenance windows for planned downtimes:

Maintenance Windows	
Regular Maintenance Windows	Tuesday and Thursday nights from 2 a.m. to 4 a.m. <u>Coordinated Universal Time (*)</u>
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	C+8
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3. System Availability

SAP warrants at least ninety-seven percent (97%) System Availability over any calendar month. Should SAP fail to achieve ninety-seven percent (97%) 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-seven percent (97%) 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.

4. Support

Support will be provided in accordance with Attachment A to this Supplement.

**Attachment A
SUPPORT TERMS
to
SAP Enterprise Store
Supplemental Terms and Conditions**

Support Services for SAP Enterprise Store

This document ("Support Services Document") describes the support services provided by SAP for SAP Enterprise Store.

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 Enterprise Store 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.	Monday to Friday from 8:00 am – 5:00 pm Central European Time	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.	Monday to Friday from 9:00 am – 5:00 pm Central European Time	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.

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.