

SAP Precision Retailing
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 Precision Retailing. SAP Precision Retailing 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 Condition 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 Precision Retailing and not to any other SAP product or service.

1. Connections to the Service

Some Consumer Data is collected in part through a mobile application or through other digital interfaces (including interactive point of sale systems). Customer acknowledges that the use of such digital interfaces is not part of the Service and Customer is responsible for making such interfaces available to Consumers.

2. Metrics

- (a) A retail store means a single retail location, and excludes corporate headquarters. A store user is a Named User in a retail store with use of the Service for local promotions for the retail store where the Named User is located. A corporate user is a Named User that can use the Service for corporate functions and multiple retail stores. Customer must purchase the number of Named Users that will access the Service during the subscription term at the beginning of the subscription term set forth in the Order Form. In addition, Customer must purchase a license per retail store for each retail store within Customer's business that will have access to the Service. Each retail store license includes ten (10) store users. Any additional store users per retail store must be purchased as individual Named Users.
- (b) In addition to charges for Named Users and retail stores, SAP will charge Customer at the end of each calendar quarter for the actual number of mobile coupons activated and registered consumer users during such quarter. The Service will collect this information, and SAP will invoice Customer based on this collected information. If Customer provides SAP with a written report within fifteen (15) days after the end of a calendar quarter, verified by an officer of Customer and containing the number of mobile coupons activated and the number of mobile coupons actually redeemed in such quarter, SAP will invoice Customer based on the actual number of mobile coupons redeemed rather than mobile coupons activated. Customer must email the report to sapprecisionretailing-billing@sap.com. For purposes of the calculation of the fees, a mobile coupon redeemed means a mobile coupon associated with a promotion run by Customer that is redeemed by an individual consumer during the promotion. A registered consumer is an individual consumer that links his or her loyalty account to the Service. Customer consents to the use of information collected by SAP through the Service for purposes of invoicing Customer. The fees for registered consumer users and mobile coupons redeemed/activated will be based on the SAP pricing for such metrics set forth in the Order Form.

3. Storage/Bandwidth

- (a) SAP will provide up to 20 gigabytes of total storage space to Customer at no additional charge. In the event the relevant disk storage limit is exceeded by Customer, SAP may offer additional storage as a value-added service to Customer. Pricing is available from Customer's SAP sales representative on request. SAP reserves the right to revise such prices annually. SAP reserves the right to modify its general practices and limits relating to disk storage upon prior written notice.
- (b) The Service includes bandwidth of 50 Mb/s per 100,000 registered consumers. Use in excess of these amounts may result in delays in operation of the Service, and SAP shall have no liability for service levels or warranty obligations in the event of such excess usage.

4. Consumer Data

Consumer Data means data collected from or submitted by individual consumers using a mobile device to remotely transmit such data to the Service and transaction log data collected by the Service showing the purchase activity of individual consumers that have utilized a mobile application. Consumer Data may include, without limitation, consumer preferences, buying habits and patterns, purchase locations, and other consumer behavior information. Customer agrees that SAP is free to use the Consumer Data for purposes of operating the Service, and to collect, store, analyze, process, display and distribute the Consumer Data in an anonymized form as part of or independent of the Service during the term of the Order Form and thereafter without any obligation to compensate Customer or any other person or entity. Customer hereby represents and warrants that it has in place with each consumer utilizing a mobile application to interact with the Service, all necessary and legally compliant privacy policies regarding the use of Consumer Data, and has obtained from each such consumer all legally required consents for SAP to use the Consumer Data as described in this Section 4. Customer agrees to indemnify, defend and hold harmless SAP and SAP Affiliates against any claim that an individual consumer did not consent in a legally sufficient manner for the use of his or her Consumer Data in the manner described in this Section 4.