SAP Afaria, Cloud Edition

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 Afaria, Cloud Edition. SAP Afaria, Cloud Edition 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 Afaria, Cloud Edition and not to any other SAP product or service.

1. Use of the Cloud Service

(a) The Service includes SAP Afaria, Cloud Edition on which Customer Mobile Devices (as defined in Section 2 below) can be managed by Customer for its employees and contractors, and the employees and contractors of Customer Affiliates. The Service also includes access to a self-service portal through which Customer can access the SAP Afaria, Cloud Edition administrative capabilities to perform administrative tasks and obtain information about the Service.

(b) If integration of an on-premise application with the Service is required, Customer must obtain the applicable licenses under a separate on-premise license for the access to such on-premise applications through the Service.

(c) Customer acknowledges that portions of the Service are provided by subcontractors of SAP and their vendors. SAP shall be solely responsible for the performance of its obligations under this Agreement, whether or not performed, in whole or part, by SAP, its Affiliates, their subcontractors or their vendors. Customer shall have no recourse against, and shall bring no claim against, any subcontractor of SAP or an SAP Affiliate or any vendor of such subcontractor, with respect to any liability or obligations for which SAP is responsible under this Agreement.

(d) SAP Mobile App Protection by Mocana is an optional part of the Service subject to separate fees. Customer must purchase a subscription to a minimum of twenty five (25) Mobile Devices for SAP Afaria, Cloud Edition in order to subscribe to SAP Mobile App Protection by Mocana. Customer may distribute mobile apps wrapped using the Service to Mobile Devices up to the total number of Mobile Devices for which a subscription is purchased for SAP Mobile App Protection by Mocana.

2. Fees. Fees for the Service are based on the number of Mobile Devices ordered pursuant to the Order Form. If the number of Mobile Devices registered with the Service exceeds the number of Mobile Devices ordered, Customer shall pay for such excess usage in accordance with the GTCs.

3. 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.), Saturday 2 am to 10 am Eastern U.S. time.
Major Upgrades	Up to 4 times per year from Friday 10 pm to Monday 3 am Local Time (*).SAP will inform Customer in due time in advance (either by email or by any other electronic means)
(*)Local Time	UTC–5, Americas; UTC+2 , Europe; UTC+8, APA

4. Support. Support for the Service is set forth in Attachment 1 to this Supplement.

5. Data Protection. The Service is subject to the "Data Privacy and Security" terms attached to the Order Form.

Attachment 1

To

SAP Afaria Cloud

Supplemental Terms and Conditions

Support Services for SAP Afaria Cloud

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

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 Malfunctions
   SAP will offer support for all malfunctions related to the Service (each an "Incident"). Support for custom applications is not included. 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, except for: Monday to Friday 8.00 am to 6.00 pm Local Time Zone English, German	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 8:00 am – 6:00 pm Local Time (as defined below)	English, German	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 means the time zone in which the Customer Named User with administrative rights submitting the support request is located.

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.