SAP SuccessFactors Business Execution Suite
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 SuccessFactors Business Execution Suite ("BizX"). BizX 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 BizX and not to any other SAP product or service.

1. PROVISION OF SERVICE.

1.1 Customer agrees that its purchase of Named User subscription(s) for the Service is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by SAP, including any roadmaps, with respect to future functionality or features.

1.2 Supplemental terms and conditions applicable to certain BizX modules are set forth in Schedule A attached hereto and incorporated herein by reference.

1.3 SAP may use the 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.

2. FEES

2.1 For purposes of calculating pricing, Named Users shall exclude (i) terminated employees or other individuals no longer associated with Customer whose information is being stored solely for archival purposes; (ii) external candidates using the recruiting management module to respond to employment opportunities; and (iii) external raters using the 360-degree reviews module to perform reviews.

2.2 Customer shall reimburse SAP for all reasonable, pre-approved (by Customer in writing) and appropriately documented travel and related expenses incurred by SAP in performing support, training or configuration services for Customer.

3. ADDITIONAL WARRANTIES. In addition to the warranties in the Agreement, SAP represents and warrants that (i) it will provide the Service and the support, training and configuration services in a prompt and professional manner consistent with good industry standards and practices; (ii) the configuration services and Work Product will conform in all material respects to the Agreement, this Supplement and/or the applicable statement of work; and (iii) except as required by applicable law or legal process, it will not disclose Customer Data to any third party for any purpose other than to provide the Service or support, training and configuration services to Customer.

4. ADDITIONAL DEFINITIONS.

"Emergency Maintenance" means downtime of the Service, outside of the Maintenance Window, due to the application of urgent patches or fixes or other urgent maintenance that SAP needs to apply as soon as possible.

"Maintenance Window" means a window of time during which the Service may be down for maintenance, which window is during the hours of (i) midnight (Friday-Saturday) to 7:00 a.m. Saturday U.S. Eastern Time for the US data centers, midnight (Friday-Saturday) to 7:00 a.m. Saturday GMT for the European data centers or midnight (Friday-Saturday) to 7:00 a.m. Saturday AU Eastern Time for the Asia Pacific and Australian data centers; and (ii) midnight (Saturday-Sunday) to 7:00 a.m. Sunday U.S. Eastern Time for the US data centers, midnight (Saturday-Sunday) to 7:00 a.m. Sunday GMT for the European data centers or midnight (Saturday-Sunday) to 7:00 a.m. Sunday AU Eastern Time for the Asia Pacific and Australian data centers.

SCHEDULE A
ADDITIONAL SUPPLEMENTAL TERMS AND CONDITIONS FOR CERTAIN BIZX MODULES

A. Jam Service

Notwithstanding anything to the contrary in the Agreement, the following terms apply solely to the Jam Service and prevail over any conflicting terms in the Agreement:

"Maintenance Window" means a window of time during which the Jam Service may be down for maintenance, which window is, in addition to the window in the Supplement, Thursdays during the hours of 9:00 p.m. to 10:00 p.m. U.S. Mountain Time for the Arizona data center, 7:00 p.m. to 8:00 p.m. U.S. Eastern Time for the New Jersey data center and 11:00 p.m. to 12:00 p.m. Central European Time for the European data centers.

"User Content" means information that is uploaded to the Jam Service by Named Users and Customer. User Content shall be considered Customer Data.

1. DATA DESTRUCTION UPON TERMINATION. Notwithstanding anything in the Agreement to the contrary, Customer shall at all times be responsible for deleting User Content from the Jam Service.

2. USER CONTENT DISCLAIMER. If SAP is notified by a Named User or an owner of User Content that the User Content allegedly does not conform to the Agreement, SAP may investigate the allegation and determine in good faith and in its sole discretion whether to remove the User Content, which it reserves the right to do at any time. SAP reserves the right, but has no obligation, to monitor User Content and interactions between Named Users or Customer and its Named Users. Customer represents and warrants that it will take down any and all User Content that is infringing in a prompt manner or promptly notify SAP to do so.

B. Workforce Analytics and/or Workforce Planning Service

Notwithstanding anything to the contrary in the Agreement, the following terms apply solely to the Workforce Analytics and/or Workforce Planning Service and prevail over any conflicting terms in the Agreement:

"Employees" means the number of Customer's and its Affiliates' employees, agents, contractors, consultants or other individuals who are processed through the Workforce Analytics and/or Workforce Planning Service.

"Maintenance Window" means a window of time during which the Workforce Analytics and/or Workforce Planning Service may be down for maintenance or upgrades. In such event, SuccessFactors will notify Customer of the downtime forty-eight (48) hours prior to initiating such downtime and send an email confirmation to Customer when the Workforce Analytics and/or Workforce Planning Service is restored.

1. CALCULATION OF FEES. Subscription fees for the Workforce Analytics and/or Workforce Planning Service are based on the number of Employees in Customer's and its participating Customer Affiliates' organization. The subscription fees for the core Workforce Analytics and/or Workforce Planning Service include data extraction from one (1) data system unless otherwise set forth in the applicable statement of work. Customer may allow an unlimited number of authorized Named Users access to the Workforce Analytics and/or Workforce Planning Service.

For purposes of items C and D below, references to (i) "SuccessFactors" shall be deemed references to "SAP"; (ii) the "Agreement" shall be deemed references to the "GTC"; (iii) "Hosted Service" shall be deemed references to the "Service"; (iv) "User" shall be deemed references to "Named Users"; (v) "Product Order Form" shall be of no effect; and (vi) "Schedule A" shall be deemed references to "Schedule 1".

C. Recruiting Marketing Service

Notwithstanding anything to the contrary in the Agreement, the following terms apply solely to the Recruiting Marketing Service and prevail over any conflicting terms in the Agreement:

http://www.successfactors.com/resources/download/supplemental-terms-and-conditions-for-the-successfactors-recruiting-marketing-hosted-service/

D. Learning Management System Service

Notwithstanding anything to the contrary in the Agreement, the following terms apply solely to the Learning Management System Service and prevail over any conflicting terms in the Agreement:

http://www.successfactors.com/resources/download/supplemental-terms-and-conditions-for-the-successfactors-learning-management-system-hosted-service/