

SAP SuccessFactors Jam Service  
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 the SAP SuccessFactors' Jam Service (the "Jam Service"). The Jam Service 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 the Jam Service and not to any other SAP product or service.

1. DEFINITIONS. Certain definitions used in the Agreement will be deemed to have the following meanings solely for the purposes

of this Supplement.

"Maintenance Window" means a window of time during which the Jam 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; (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; and (iii) 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 (or successor) data center and 11:00 p.m. to 12:00 a.m. Central European Time for the European data centers.

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

2. 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.

3. 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 and/or this Supplement, SAP may investigate the allegation and determine in good faith and in its reasonable discretion whether to remove the User Content, which it reserves the right to do at any time after providing Customer with prior notice regarding such removal within a reasonable time in light of the circumstances. SAP reserves the right, but has no obligation, to monitor User Content and interactions between Users or Customer and its Users. Customer represents and warrants that it will take down any and all User Content of which it becomes aware that is infringing in a prompt manner or promptly notify SAP to do so.