

SAP Sales OnDemand
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 Sales OnDemand. SAP Sales OnDemand 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 Sales OnDemand and not to any other SAP product or service.

1. To the extent Customer has a current valid perpetual license for SAP Business Suite software, Named Users of the Service licensed pursuant to the Order Form are permitted to access the SAP Business Suite software through the Service only for the limited purposes of synchronizing master data in the following data areas: Accounts, Contacts and access to pricing. If SAP Business Suite integration is required for any functions not specified above, then appropriate named user licenses that allow access to the SAP Business Suite / SAP ERP are required at an incremental cost (i.e., costs in addition to the pricing for the Service under an Order Form). Services to enable the integration with SAP Business Suite on-premise software are not included in the subscription service fee.
2. In addition to the hosted portion of the Service, SAP shall make available for download by Customer the SAP Sales OnDemand integration component (the “Integration Component”) which is the prerequisite for integration of the Service with Customer’s SAP Business Suite applications. The use of the Integration Component is limited to use with the Service and Customer may not use the Integration Component for any other purpose. The Integration Component is part of the Service and Customer’s use is limited to use by Named Users and only for the term of the applicable Order Form. The Integration Component may not be modified or altered in any way except by SAP. Any non-SAP modifications will negate SAP’s obligation to provide Support and void SAP’s warranty obligations under this Agreement. Customer is solely responsible for the security of the Integration Component and is responsible for maintaining adequate security measures, including firewalls, to prevent unauthorized access to the Integration Component. Upon termination or expiration of the applicable Order Form, Customer’s right to use the Integration Component shall automatically cease.
3. The Service may be accessed by Named Users through a mobile application obtained by Named Users via third-party websites. Customer acknowledges that the use of such mobile applications is governed by the terms and conditions presented to the Named User upon download/access to the mobile application and not by the terms of this Agreement. Customer acknowledges that the third party that operates the website through which the mobile application is distributed may stop distributing the mobile application at any time, and SAP is not responsible for the unavailability of the mobile application due to the actions of the third party distributor.
4. Customer may license test tenants that are described on the Site (each a “Test Tenant”). The number of Named Users licensed to access the Service as specified in the Order Form may access each Test Tenant, not to exceed fifty (50) Named Users for each Test Tenant.
5. During the term set forth on the applicable Order Form, SAP will provide up to 10 gigabytes of disk storage space per Named User at no additional charge. In the event the total relevant disk storage limit is exceeded by Customer, SAP may offer additional storage as a value-added service to Customer. Pricing for additional storage 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.

6. Maintenance Windows

SAP can use the following maintenance windows for planned downtimes:

Maintenance Windows	
Regular Maintenance Windows	Wednesday and Friday 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	UTC+2