SAP Lumira Cloud – Enterprise 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 Lumira Cloud – Enterprise Edition. SAP Lumira Cloud Enterprise 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, 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 Lumira Cloud and not to any other SAP product or service.

1. Connections. Customer may connect on-premise data sources to the Service in one of the following ways: SAP Visual Intelligence, or manual XLSX/CSV upload. Licenses to SAP Visual Intelligence are not included in the subscription fee for the Service and must be purchased separately.

2. Storage. Customer's subscription includes 5 GB of data storage that may be shared among Named Users. Additional storage may be purchased for an additional fee.

3. Support. SAP shall provide support services for the Service in accordance with **Attachment 1** to this Supplement.

4. **Mobile Access**. Portions of 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.

5. 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.), Thursday morning 7AM to 8AM CET.
Major Upgrades	Up to 4 times per year from Friday 10 pm to Monday 3 am Coordinated Universal Time(*) SAP will inform Customer in due time in advance (either by email or by any other electronic means)

(*) Coordinated Universal Time	**UTC-5**

6. APIs. The Service includes Application Programming Interfaces (API) and supporting documentation. The use of these APIs is at Customer's option, and is subject to the terms of **Attachment 2**.

Attachment 1
To
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Support Services for SAP Lumira Cloud – Enterprise Edition

This document ("Support Services Document") describes the support services provided by SAP for SAP Lumira – Enterprise Edition.

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**"). Incidents must 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, 6:00 am Monday to 6:00 pm Friday Local Time (as defined below)	English	SAP initial response within 1 day 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 9:00 am – 5:00 pm Local Time (as defined below)	English	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 mean the time zone in which the Customer Named User with administrative rights submitting the support request is located.

Health Check
A Health Check is a permanent system monitoring established by SAP that notifies SAP automatically when critical situations that require intervention arise or may arise.

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.

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API Use Terms

a. In order to connect Customer solutions with the Service ("Customer Solutions"), and subject to Customer's full compliance with the following additional licensing terms, SAP hereby grants to Customer a limited, royalty-free, fully paid-up, non-exclusive, worldwide, non-transferable right and license to reproduce APIs solely for the purpose of incorporating them into the Customer Solution, provided however that Customer has no right to transfer, sublicense or otherwise distribute any APIs to any third party on a stand-alone basis or separately from the Customer Solution that complies with the limitations of this Supplement. Customer shall not modify or create a derivative work of any APIs, in whole or in part, except to integrate with the Customer Solution in accordance with this Supplement.

b. APIs are subject to ongoing changes. Customer must adapt the Customer Solution to such changes to APIs.