SAP StreamWork Enterprise 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 StreamWork Enterprise OnDemand. SAP StreamWork Enterprise 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 StreamWork Enterprise OnDemand and not to any other SAP product or service.

1. In addition to the hosted portion of the Service, SAP shall make available for download by Customer the SAP StreamWork Enterprise Edition agent (the "Agent") which Customer may elect to use as part of the Service. The use of the Agent is limited to use with the Service and Customer may not use the Agent for any other purpose. The Agent 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 Agent may not be modified or altered in any way except by SAP. The Agent may only be loaded on servers owned and controlled by Customer, and Customer shall provide SAP with the name, location and serial number of each such server prior to downloading the Agent. Customer is solely responsible for security of the Agent and is responsible for maintaining adequate security measures, including firewalls, to prevent unauthorized access to the Agent. Within thirty (30) days after any termination or expiration of the applicable Order Form, Customer shall irretrievably destroy or upon SAP's request deliver to SAP all copies of the Agent in every form, except to the extent it is legally required to keep it for a longer period in which case such return or destruction shall occur at the end of such period. Licensee must certify to SAP in writing that it has satisfied its obligations under this Section. Terms applicable to the use of the Novell software component of the Agent are set forth in Attachment 1 to this Supplement. Customer shall utilize the most current version of the Agent made available by SAP, and Customer acknowledges that failure to use the most current version may result in diminished performance of the Service. Customer shall not make any modifications to the Agent or the other components of the Service without SAP's consent. Any such modifications will negate SAP's obligation to provide Support and void SAP's warranty obligations under the Agreement.

2. <u>SAP StreamWork –Enterprise Edition Content Storage</u> - During the term set forth on the applicable Order Form, SAP will provide up to 10 gigabytes of total content storage space per Customer at no additional charge. Content includes all content added by Customer to the Service including activities, items in the activities such as text, tables, decision methods, and document uploads. SAP's current fees for additional storage are available either on the Site or on request from Customer's SAP sales representative. In the event the relevant disk storage limit is exceeded by Customer, SAP may offer additional storage as a value-added service to Customer. SAP reserves the right to revise such prices annually.

Attachment 1
to
SAP StreamWork Enterprise
Supplemental Terms and Conditions

1. Customer's use of the Novell SUSE Linux ("Novell Software") under this Agreement is subject to the terms of the Agreement for the Service and the following terms and conditions contained in this Attachment 1. In the event of any conflict between the terms of the Agreement and this Attachment 1, the terms of this Attachment 1 shall control Customer's use of the Novell Software.
2. Customer may use the Novell Software pursuant to the terms of the Agreement only in conjunction with the Service, except as may be otherwise provided in this Attachment 1. Customer may make and use unlimited copies of the Novell Software within Customer's Organization. Customer may make and distribute unlimited modified copies of the Novell Software outside Customer's Organization provided Customer removes all Novell trademarks, trade dress, and logos from each modified copy of the Novell Software.
3. The Novell Software is a modular operating system comprised of numerous components that may be accompanied by separate license terms. The Novell Software is a collective work of Novell; although Novell does not own the copyright to every component of the Novell Software, Novell owns the collective work copyright for the Novell Software. Most of the components of the Novell Software are open source packages, developed independently, and accompanied by separate license terms. Customer's license rights with respect to individual components accompanied by separate license terms are defined by those terms; nothing in this Agreement shall restrict, limit, or otherwise affect any rights or obligations Customer may have, or conditions to which Customer may be subject, under such license terms; however, if Customer distributes copies of any component independent of the Novell Software, Customer must remove all Novell trademarks, trade dress, and logos from each copy.
4. For twelve (12) months from the Order Form Effective Date, SAP warrants that (1) any media on which the Novell Software is delivered is free from physical defects; and (2) the Novell Software will substantially conform to the documentation accompanying the Novell Software. If the defective Novell Software is returned to SAP or if Customer reports the nonconformity to SAP within twelve (12) months from the Order Form Effective Date, SAP will at its sole discretion either resolve the nonconformity or refund a portion of fees Customer paid for Service affected by the nonconformity. Any unauthorized use or modification of the Novell Software voids this warranty. THE FOREGOING WARRANTY IS YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE NOVELL SOFTWARE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.
5. Should the above remedies set forth in Paragraph 4 of this Attachment 1 finally fail, Customer may reduce the remuneration or rescind or terminate the Agreement with respect to the defective components. SAP shall pay damages or reimburse expenses incurred in vain due to a defect within the limits as defined in the Agreement. Except for the rights stipulated in this Attachment 1, other rights due to defects are expressly excluded, in particular recovery of third party expenses. Should SAP provide defect identification or elimination works or services without being under obligation to do so, SAP is entitled to remuneration of any additional expenditure. This particularly applies if a reported defect cannot be reproduced, or if a defect is attributable to the fact that Customer has not duly fulfilled its co-operation obligations, that Customer uses the contractual services inappropriately, or that Customer does not use the free services offered by SAP. This Paragraph 5 of Attachment 1 shall not apply for services which are neither aimed at bringing about a work result nor consist of a temporary provision of an item or a right. However, also in these cases Customer shall notify SAP in writing of any service not performed or not duly performed, and grant SAP an extension period within which SAP is given the opportunity to duly perform the service or otherwise remedy the situation.
6. Customer acknowledges that Novell may perform warranty administration and defect correction services with respect to the Novell Software, and Customer shall provide Novell reasonable cooperation, access and assistance to permit Novell to perform such services.
7. Nothing in this Agreement shall restrict, limit or otherwise affect any rights or obligations Customer may have, or conditions to which Customer may be subject, under any applicable open sources licenses to any open source code contained in the Novell Software.
8. The Novell Software includes materials licensed to Novell under the GNU General Public License (GPL). The GPL requires that SAP makes available certain source code that corresponds to the GPL-licensed material. SAP has not modified the GPL licensed material and the source code for this is available for download at http://www.novell.com/linux/source/. In addition, for up to three years from SAP's distribution of the Novell product, upon request SAP will mail a copy of the source code. Requests should be sent by e-mail to gpl@sapstreamwork.com. SAP may charge a fee to recover reasonable costs of distribution.