

SAP Anywhere Supplemental Terms and Conditions

These supplemental terms and conditions (the "Supplement") are part of an agreement for certain SAP Cloud services ("Agreement") between SAP and Customer and apply solely to SAP Anywhere (the "Cloud Service") and not any other SAP product or service.

1. DEFINITIONS

- 1.1. Channels** means any medium through which Customer conducts point of sale transactions with its customers, including, without limitation, Websites, public e-commerce sites, brick-and-mortar stores or wholesale distributors.
- 1.2. Hosting Platform** means a hosted infrastructure to run the Cloud Service.
- 1.3. Implementation Services** means the services required to set-up, or otherwise configure the Cloud Service, for Customer.
- 1.4. Malicious Content** has the meaning set forth in Section 2.3.
- 1.5. Point of Sale** means an SAP mobile application created by SAP for use on Apple devices to manage Customer inventory and product descriptions, calculate and accept payments and manage Customer Data. Point of Sale connects to the SAP Anywhere Hosted Platform.
- 1.6. Support** means support for the Cloud Service including support for the Hosting Platform.
- 1.7. Third Party Web Services** has the meaning set forth in Section 2.2.
- 1.8. Users** means employees or contractors of Customer and Customer Affiliates who are granted access to the Cloud Service for productive usage.
- 1.9. Website** means Customer's website(s) from which Customer provides e-commerce services to its customers.

2. CLOUD SERVICE

2.1 Features. The Cloud Service may be used by Customer in support of its and its Affiliates' customer engagement and e-commerce business operations, and includes the following features:

- (a) Marketing Programs
- (b) Sales Management
- (c) E-commerce
- (d) Order Processing
- (e) Inventory Management
- (f) Customer Engagement and Services.

2.2 Malicious Content. It is possible for Customer Users or customers of Customer Websites to include content (e.g., Java script) on Customer Websites that could be harmful to Customer Websites, end user computers and applications (including browsers), and which could result in loss of data ("**Malicious Content**"). While SAP takes commercially reasonable measures to protect its systems from any such Malicious Content, it cannot ensure that Malicious Content will not be deployed on Customer Websites, resulting in harm to Customer systems and possible loss of data. Customer is solely responsible for ensuring it employs adequate backup and recovery practices to mitigate any loss of data or damage to Customer systems from Malicious Content. SAP is not responsible for any harm caused to Customer systems or data caused by Malicious Content.

3. FEES

3.1 Packages. Subscriptions to the Cloud Service are available in three packages: Starter, Plus and Premium. These packages include the Usage Metrics as set forth in the table below:

	Starter Edition	Plus Edition	Premium Edition
Users	5	10	Unlimited
Channels	2	3	5
Data Storage	1 GB	5 GB	100 GB

3.2 Additional Services. Additional Users and Channels may be added to each package at SAP's then-current fee. Fees for Implementation Services are not included in the subscription fee for the Cloud Service.

3.3 SAP Biller Direct. Invoices for the Cloud Service are payable by credit card only, using SAP's online bill presentation service: "Biller Direct". Customer must register and accept the terms of use for SAP Biller Direct at the following site: https://directbilling.sap.com/bd/public/registration/bd_registration.htm, and failure to register and accept the Biller Direct terms of use for Biller Direct shall not relieve Customer of its payment obligations under the Agreement.

4. CUSTOMER DATA

4.1. Customer Obligations/Responsibilities.

(a) Customer shall maintain a privacy policy on any of its Websites that details how Customer handles data submitted through such Websites, and which includes all necessary information to tell such customers how the Cloud Service collects, stores, uses, displays, shares or transfers their data.

(b) Customer agrees that SAP will not be hosting Customer's third party payment gateway (where all Customer Channel payment transactions will be processed and credit card information will be stored), and Customer should not provide or submit any information stored on such Customer payment gateway to SAP.

(c) Customer is solely responsible for the accuracy, completeness, and timeliness of the Customer Data, and the content of the Commerce Channels, and for any decision made or action taken by Customer, any customer of Customer, or any third party in reliance upon any Customer Data or content on the Commerce Channels.

4.2. SAP Obligations. In the event of any loss or damage to Customer Data, SAP shall use commercially reasonable efforts to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by SAP in accordance with standard SAP procedures. SAP shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party, (except those third parties sub-contracted by SAP to perform services related to Customer Data maintenance and back-up).

4.3. Customer Data Retrieval. Upon expiration or termination of the Agreement, SAP may destroy or otherwise dispose of any of Customer Data in its possession unless SAP (i) is requested by Customer to extend the term of the Order Form as permitted in the Order Form to allow Customer to retrieve Customer Data, or (ii) receives, no later than thirty (30) days after the effective date of the termination of this Agreement, a written request for the delivery to Customer of the then most recent back-up of the Customer Data. SAP shall use reasonable commercial efforts to deliver the back-up to Customer within thirty (30) days of its receipt of such a written request. Customer shall pay any fees and expenses incurred by SAP in returning the Customer Data if SAP cannot use SAP standard data transfer procedures and formats.

4.4. Responsibility for Customer Data. SAP is neither obliged nor able to edit, review or modify Customer Data (including third party information) and SAP does not examine the use to which Customer puts the Cloud Service. SAP reserves the right to require Customer to remove any Customer Data (or third party information) which SAP reasonably believes breaches any applicable laws or regulations or

any third party's rights. SAP will notify Customer if it requires removal of any Customer Data (or third party information) in accordance with this clause and Customer shall promptly comply with such request. Customer is solely responsible for products (including software) or services provided, advertised, sold or otherwise made available by means of the Cloud Service, including any fraud committed in connection with the Cloud Service that may take place on the Channels, including, but not limited to fraudulent transactions placed by Customer's customers.

4.5. Terms for U.S. Customers. The Data Privacy and Security – Data Controller to Data Processor Agreement referenced in the Order Form does not apply to Customer or Customer Data if Customer is located in the United States. In such case Customer shall not transmit any health-related data to the Cloud Service.

5. IMPLEMENTATION SERVICES. It is Customer's responsibility to engage an implementation services provider, whether SAP or a third party, that will provide Implementation Services for the initial set-up and/or configuration and/or integration of the Cloud Service. Implementation Services are required to use the Cloud Service, are not included with a subscription to the Cloud Service and must be ordered separately.

6. SUPPORT. Support for the Cloud Service will be provided by SAP as described in **Attachment 1** to these Supplemental Terms and Conditions.

7. MOBILE ACCESS. The Cloud Service may be accessed by end users through a mobile application obtained by via third-party websites. The use of such mobile applications is governed by the terms and conditions presented to the end user upon download/access to the mobile application and not by the terms of the Agreement. The third party that operates the website through which the mobile application is distributed may stop distributing the mobile application at any time. SAP is not responsible for the unavailability of the mobile application due to the actions of the third party distributor.

**Attachment 1
to
SAP Anywhere
Supplemental Terms and Conditions
Support Services**

This document describes the SAP Anywhere Support offering which is provided to all customers of SAP Anywhere and is included in their subscription fee.

The following table describes the services included in SAP Anywhere Support. Further clarification of terms in the following table is provided in the Capitalized Terms table below.

Services Included	SAP Anywhere Support
Mission Critical Support	
24x7 Mission Critical Support for P1 issues (English only)	✓
Non-Mission Critical Support for P2, P3 and P4 issues (English only) during business hours	Monday to Friday 8 am to 6 pm (Local Time Zone in UK & US), excluding local holidays
Customer Support Portal	English language via SAP Anywhere Support Portal
Empowerment	
Access to online knowledge base	✓
SAP Anywhere-Expert Sessions	✓
Release Update Information	Quarterly and semi-annual roadmap updates delivered through SAP Anywhere Support Portal
Collaboration	
Access to Product Experts via e-mail	Delivered by the SAP Anywhere Customer Success Team
Manually consolidated performance indicators	Delivered by the SAP Anywhere Customer Success Team
Innovation and Value Realization	
Proactive checks proposed by SAP to optimize implementation	Provision of expert guidance by SAP Anywhere Customer Success Team
Product Roadmap Update Information	Quarterly or semi-annual roadmap updates delivered through support portal
Monitoring Components	✓

Empowerment content and session schedules are stated at the SAP Anywhere Support Portal. Scheduling, availability and delivery methodology is at SAP's discretion.

SAP Anywhere Support, related to Empowerment and Innovation and Value Realization as stated above, shall require a customer request and shall be provided remotely. For example, remote support services may include assisting customer in evaluating the innovation capabilities of the latest updates and technology innovation and how it may be deployed for a customer's business process requirements, or

giving customer guidance in form of knowledge transfer sessions. Scheduling, availability and delivery methodology is at SAP’s discretion.

LANGUAGES

SAP Anywhere Support is provided in English only.

CONTACTING SUPPORT

Beginning on the effective date of a customer’s agreement for SAP Anywhere, that customer may contact SAP’s support organization as primary point of contact for support services. For contacting SAP’s support organization, the current preferred contact channels for SAP Anywhere Support are set forth in the table below.

Contact Channel	
Online	For Key Users: - Via SAP Anywhere at: www.sapanywhere.com/support

CUSTOMER RESPONSE LEVELS

SAP responds to submitted support cases (also referred to as “case”, “incident”, or “issue”) as described in the table below.

Priority	Definition	Response Level
P1	<p>Very High: An incident should be categorized with the priority "very high" if the problem has very serious consequences for normal business processes or IT processes related to core business processes. Urgent work cannot be performed.</p> <p>This is generally caused by the following circumstances:</p> <ul style="list-style-type: none"> - A productive service is completely down. - The imminent system Go-Live or upgrade of a production system cannot be completed. - The customer’s core business processes are seriously affected. <p>A workaround is not available for each circumstance.</p> <p>The incident requires immediate processing because the malfunction may cause serious losses. In case of a Go-Live or upgrade, the reason to delay the Go-Live or upgrade must be one that would cause serious losses if not resolved before Go-Live.</p>	<p>Initial Response: Within one hour of case being submitted.</p> <p>Resolution Target: SAP to provide for issues either a (i) resolution, or (ii) workaround or (iii) action plan within 4 hours.</p> <p>Ongoing Communication: Regular updates to customer</p>
P2	<p>High: An incident should be categorized with the priority "high" if normal business processes are seriously affected. Necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the SAP service that are required immediately.</p> <p>The incident is to be processed as quickly as possible because a continuing malfunction can seriously disrupt the entire productive business flow.</p>	<p>Initial Response: Within four hours of case being submitted for SAP Anywhere customers.</p> <p>Ongoing Communication: Regular updates to customer</p>

P3	Medium: An incident should be categorized with the priority "medium" if normal business processes are affected. The problem is caused by incorrect or inoperable functions in the SAP service.	Initial Response: Within one business day of case being submitted for SAP Anywhere customers. Ongoing Communication: Regular updates to customer
P4	Low: An incident should be categorized with the priority "low" if the problem has little or no effect on normal business processes. The problem is caused by incorrect or inoperable functions in the SAP service that are not required daily, or are rarely used.	Initial Response: Within two business days of case being submitted for SAP Anywhere customers. Ongoing Communication: Regular updates to customer

The following types of incidents are excluded from customer response levels as described above:

- (i) Incidents regarding a release version and/or functionalities of SAP Anywhere developed specifically for the customer (including without limitation those developed by SAP Custom Development and/or by SAP subsidiaries);
- (ii) The root cause behind the incident is not a malfunction, but a missing functionality ("development request") or the incident is ascribed to a consulting request ("how-to").

CUSTOMER'S RESPONSIBILITIES

In order to receive support hereunder, customers shall designate a qualified English speaking contact person (a "Customer Contact" or "key user").

SAP allows customers to have one primary Customer Contact (as defined below) and one back-up Customer Contacts. Only authorized Customer Contacts may contact SAP's support organization.

At least one of a customer's primary and back-up Customer Contact shall have acted as primary contact during the implementation of SAP Anywhere.

Customers shall provide contact details (in particular e-mail address and telephone number) by means of which the Customer Contact or the authorized representative of such Customer Contact can be contacted at any time. SAP may, from time to time, confirm with customers the correctness of information customers provide as required herein.

To receive support services hereunder, customers shall reasonably cooperate with SAP to resolve support incidents, and shall have adequate technical expertise and knowledge of their configuration of the SAP Cloud Service to provide relevant information to enable SAP to reproduce, troubleshoot and resolve the experienced error such as, by way of an example, instance name, username, form name and screenshot.

CAPITALIZED TERMS

Below are further explanations of the capitalized terms used above:

SAP Anywhere Support Portal	SAP's knowledge database and SAP Anywhere's extranet for knowledge transfer on which SAP makes available content and services including: <ul style="list-style-type: none"> - FAQs containing product information - Online product training videos - SAP Anywhere product configuration guides - Product training guides - Implementation documentation
Go-Live	Go-Live marks the point in time from when, after set-up of SAP Anywhere for the customer, SAP Anywhere can be used by that customer for processing real data in live operation mode and for running that customer's internal business operations in accordance with its agreement for SAP Anywhere.

SAP Anywhere-Expert -Sessions	Live webinars focusing on SAP Anywhere. Recorded sessions are available in a replay library in the SAP Anywhere Support Portal knowledge base for self-paced consumption.
Mission Critical Support	Global incident handling by SAP for issues related to support hereunder with P1 and P2, including Service Level Agreements for Initial Response, Ongoing Communications and Resolution Targets (as set forth in the above table for Response Levels).
Monitoring Components	Monitoring components and agents for systems to monitor available resources and collect system status information of SAP Anywhere.
Product Roadmap Update Information	Product roadmaps SAP makes generally available to customers as part of customer support. Product Roadmap Update Information is provided for informational purposes only, and SAP does not commit to providing any future products, features or functionality as described in the Product Roadmap Update Information.
Release Update Information	Generally available documented summaries, webinars and videos provided by SAP to inform and instruct customers on new product release changes.
SAP Customer Success	A global unit within the SAP Anywhere organization responsible for End User Implementation, Training, Support and Account Management