

SAP Assessment Management by Questionmark 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 Assessment Management by Questionmark (the "Service"). SAP Assessment Management by Questionmark 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 Assessment Management by Questionmark and not to any other SAP product or service.

1. Pricing. Customer must purchase a user subscription for each Named User accessing the Service. The Service includes up to 1 GB of storage of media files and unlimited storage of assessments and results data.

2. On-Premise Components. Customer may connect on-premise data sources to the Service. Customer must have the appropriate licenses to any on-premise learning management system to which it connects the Service. SAP may also make available optional secure browser software for download to Customer's on-premise systems. The use of the secure browser software is limited to use with the Service. Customer may not use the secure browser software for any other purpose. The secure browser software 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 secure browser software may not be modified or altered in any way except by SAP. Any such modifications will negate SAP's obligation to provide support and void SAP's warranty obligations under the Agreement. Customer is solely responsible for the security of the secure browser software and is responsible for maintaining adequate security measures, including firewalls, to prevent unauthorized access to the secure browser software. Upon termination or expiration of the applicable Order Form, Customer's right to use the secure browser software shall cease. Customer shall utilize the most current version of the secure browser software made available by SAP, and Customer acknowledges that failure to use the most current version may result in diminished performance of the Service.

3. Maintenance Windows

SAP can use the following maintenance windows for planned downtimes:

	Maintenance Windows
Maintenance Windows	Third Saturday of each month, within a window of 5 a.m. to 5 p.m. Eastern U.S. time for data center(s) located in the U.S. and within a window of 10 a.m. to 10 p.m. GMT for data center(s) located in Europe.

4. Service Availability

(a) SAP warrants that the Service in each of its data centers will be available to Customer at least 99.9% of the time measured on a monthly basis, excluding maintenance windows, Emergency Maintenance or due to a Force Majeure Event.

(b) In the event that the availability of the Service is not met in a single calendar month, SAP shall apply the following Service Level Credit ("SLC") to Customer's next invoice of fees for the Service: for each tenth of a percentage point (0.1%) by which the Service in a single month fell below the agreed Service Availability, Customer's total fee owed shall be reduced by 10% for the next month. The maximum SLC shall be 100% of the total fees owed for the Service in such month.

(c) "Force Majeure Event" means any act, event, omission or accident beyond the reasonable control of either party including, but not limited to, acts of God, extreme adverse weather conditions, natural disaster, war, threat of or preparation for war, armed conflict, terrorist attack, civil war, civil commotion or riots, nuclear, chemical or biological contamination, regulation or directive, fire, flood, earthquake, explosion or accidental damage, any labour dispute, including (but not limited to) strikes, industrial action or lockouts, denial of service attacks, interruption or failure of utility or transport service and the unavailability of labour or materials to the extent beyond the control of the party affected.

(d) "Emergency Maintenance" means maintenance that is urgently required and cannot be safely postponed until the next maintenance window period to fix third party software and/or hardware issues and apply security patches.

5. Data Retention. When Customer deletes Customer Data from within the Service, the Customer Data is deleted from the production system, however it is retained in encrypted backups. Backups are retained for 12 months. When this Agreement terminates or expires, Customer can request a data download in SQL Server format with repository files (graphics, templates, etc.) in zip format. Customer Data is not retained in the production system but is retained in encrypted backups for 12 months after termination or expiration.

6. Support. SAP will provide support for the Service in accordance with the terms of **Attachment 1** to this Supplement.

7. Limitations

Interfaces made available as part of the Service are subject to ongoing changes. SAP is not responsible for any downtime or malfunctions of the Service or incompatibility of any Customer or third-party system or service with the Service resulting from failure of Customer to update any interfaces of Customer or third-party systems or services. SAP will endeavor to provide Customer with reasonable advance notice via the Service of any changes to the SAP Service interface.

**Attachment 1 to
Supplemental Terms for
SAP Assessment Management by Questionmark**

Support Terms

This document ("Support Services Document") describes the support services provided by SAP for SAP Assessment Management by Questionmark.

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"). Support for custom applications is not included. Incidents have to be reported by Customer via the SAP Service Marketplace (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 x 7 days a week	English	SAP initial response within 2 hours 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.	8:00 a.m. to 6:00 p.m. U.S. Central Time		SAP initial response within 8 hours 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.			SAP initial response within 2 days of confirmation.* 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.

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.