

SAP Asset Intelligence Network 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 Asset Intelligence Network (the “Cloud Service”) and not any other SAP product or service.

1. DEFINITIONS.

- 1.1. Account Member** means an entity that has a current subscription to either a Premium Account or Basic Account, or is an Invited Account.
- 1.2. Assets** are pieces of equipment represented by defined master records. Every such equipment master record of Customer linked to a Model in Customer’s Cloud Service tenant is counted as an Asset.
- 1.3. Communications** means items such as announcements, notifications, alerts and advertisements sent from one Account Member to one or more other Account Members.
- 1.4. Content** means information such as equipment specifications, instructions, documentation, attachments and maintenance schedules related to a single Asset which is represented by a unique ID in the Network.
- 1.5. Manufacturer** means an Account Member that creates Models that are often based on industry standards, such as ISO 14224.
- 1.6. Model** means an abstract representation created by a Manufacturer that defines all maintenance and specification information related to a new or an existing Asset.
- 1.7. Network** means the Cloud Service network that allows Account Members to transmit, view and download Content and Communications.
- 1.8. Operator** means an Account Member that operates one or more pieces of equipment, each of which is counted as an Asset.
- 1.9. Unstructured Storage** means an on-demand content repository according to the OASIS standard protocol Content Management Interoperability Services (CMIS), measured in gigabytes (GB).

2. CLOUD SERVICE.

2.1 The Cloud Service includes access to the Network that allows Account Members to share Content with other Account Members and to send and receive Communications. The Cloud Service is available in three types of accounts: Premium Account, Basic Account and Invited Account. Each account type includes specific rights to share and view Content and Communications from other account types, as specified below.

2.2 Premium Account.

(a) A Premium Account includes the right to:

1. Authorize an unlimited number of Account Members to access Content and Communications pushed into the Network by the Premium Account.
2. Consume Content and Communications from unlimited Account Members that have authorized a connection with the Premium Account in the Network.
3. Invite unlimited Invited Accounts to share Content and Communications on the Premium Account.
4. Create and store Models and Asset information (including Asset information that is stored in a Basic Account on behalf of the Premium Account).

(b) A Premium account includes:

1. One tenant
2. 1150GB unstructured storage
3. Unlimited backend integrations (using provided APIs)

2.3 Basic Account.

(a) A Basic Account includes the right to:

1. Create and store Models.
 2. Create and store Asset information on behalf of a Premium Account.
 3. Push Content and Communications into the Network to unlimited Account Members that have authorized a connection with the Basic Account in the Network (no consumption (including mass downloading via APIs) of Content or Communications is included).
 4. Authorize other Basic Accounts and Premium Accounts to access Content and Communications pushed into the Network by the Basic Account.
- (b) A Basic Account includes:
1. 1150GB unstructured storage
 2. One tenant.

2.4 Invited Account. An Invited Account may only access a Premium Account that has authorized the Invited Account to have limited access to the Premium Account. The access of an Invited Account includes the ability to create Models and Equipment on behalf of the authorizing Premium Account. An Invited Account is not entitled to support services but must route any support incidents through the authorizing Premium Account. If Customer has a Premium Account, Customer:

- (a) is responsible under the Agreement for all actions of its authorized Invited Accounts when accessing and using the Cloud Service as if they were the actions of Customer,
- (b) shall ensure that the Invited Account has provided proper consent for use of its contact information, and
- (c) shall ensure that any Invited Account accessing its Premium Account complies with the terms of the Agreement.

3. FEES. The Usage Metric for the Cloud Service is a flat fee per contractual year for a single Premium Account or a single Basic Account. The flat fee per contractual year for a Premium Account entitles the Customer to manage up to 2,000 Assets. Additionally, for a Premium Account a consumption fee based on the Usage Metric of Assets applies for Assets in excess of the 2,000 Assets included with the flat fee. Additional unstructured storage is available for an additional fee in blocks of 500GB.

4. CUSTOMER DATA/CONTENT

4.1. Sharing of Content and Communications on the Network. Customer is able to control which Account Members can access Customer Data in the form of Content and Communications it has pushed via the Network. Customer can discontinue sharing Customer Content and Communications with any specific Account Member at any time using the application features of the Cloud Service, provided that any Content and Communications that are downloaded from the Network by another Account Member will not be retrievable by Customer via the Network. Customer can use provided user interfaces and APIs in order to access its own Content and Content created by it on behalf of another Account Member during its subscription to the Cloud Service. Upon termination of Customer's subscription for the Cloud Service, Content and Communications transmitted by Customer to other Account Members will remain in the Network as part of the account of such other Account Members, and other Account Members are able to further transmit and download such Content and Communications without restrictions.

4.2 Responsibility for Customer Data. SAP is neither obliged nor able to edit, review or modify Content nor Communications, and SAP does not examine the use to which Customer puts the Cloud Service. SAP's sole obligation in this regard is to transmit and store Content and Communications on Customer's instruction as provided in the Agreement. Customer is solely responsible for information regarding products or services made available by means of the Cloud Service, including any fraud committed in connection with the Cloud Service that may take place as part of a Communication, including, but not limited to information provided by other Account Members.

4.3 Account Member Participation. SAP does not ensure that there will be an Account Member available to supply or consume Content or Communications via the Network.

5. PACKAGED SAP PRODUCTS. The following terms apply to SAP products included with the Cloud Service. Unless otherwise noted, use of the packaged SAP products is limited to use in connection with the Cloud Service.

5.1. SAP HANA Cloud Platform, identity management. The Cloud Service includes use of SAP Cloud Identity.

5.2. HANA Cloud Platform (“Consumer Account”). The Cloud Service includes use of a HANA Cloud Platform (HCP) Consumer Account. The support terms and maintenance windows for SAP HANA Cloud Platform apply to SAP Cloud HANA Cloud Platform Consumer Account.

5.3. SAP Fiori Launchpad. The Cloud Service includes use of SAP Fiori Launchpad. Customer may use the SAP Fiori Launchpad and the underlying SAP HANA Cloud Portal only to launch the user interface of the Cloud Service.