

SAP Browse Management, SAP Conversion Management and SAP Hybris Merchandising 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 Browse Management, SAP Conversion Management and SAP Hybris Merchandising (the “Cloud Service”) and not to any other SAP product or service. For purposes of the Agreement, the Cloud Service shall mean either SAP Browse Management, SAP Conversion Management or SAP Hybris Merchandising, if the respective Cloud Service is included in the Order Form.

1. DEFINITIONS

- 1.1 “Average Monthly Page Views”** means the number of Page Views on a Named Domain during a calendar month.
- 1.2 “Customer Data”** (as defined within the GTCs) includes (i) any data or information collected from the Customer Site(s) via the Distributed Code, and (ii) any information or materials provided to SAP or its third party licensors for content serving, such as audio, video, text and images. Customer Data excludes data supplied by SAP or its third party licensors.
- 1.3 “Customer Site(s)”** means any current or future website or application: (a) that is owned and operated by Customer, or is hosted or operated by a third party or SAP on Customer's behalf; (b) that contains Customer's brand or logo; and (c) that contains a privacy policy or data collection practices that Customer maintains and controls.
- 1.4 “Distributed Code”** means HTML tags, JavaScript code, object code, plugins, SDKs, APIs, or other code provided by SAP for use as part of the Cloud Services.
- 1.5 “Domain”** means an Internet Protocol (IP) resource, such as computer hosting a web site, the web site itself or any other service communicated via the Internet. Domain names must be formed by the rules and procedures of the Domain Name System (DNS) and registered with the DNS.
- 1.6 “Named Domain”** means a Domain identified in the Order Form as the Domain where Cloud Services are permitted to be used and may include one or more Root Domains or Subdomains.
- 1.7 “Root Domain”** means the combination of the top-level domain (i.e. com, net, or org) combined with the second-level domain (i.e. the domain to the left of the top level domain) is the root domain (e.g. *exampleinc.com*). If only the root domain is identified in the Order Form then all Subdomains and subfolders of the root domain are included within the scope of the Named Domain.
- 1.8 “Sensitive Personal Data”** is given the meaning under relevant privacy or data protection laws relating to this term or any similar term (such as “sensitive personal information”) used in the laws, or where no such laws apply, means financial information (including financial account information), sexual preferences, medical or health information, and personal information of children protected under any child protection laws (such as the personal information defined under the U.S. Children's Online Privacy Protection Act).
- 1.9 “Subdomain”** means the combination of a Root Domain with a third-level domain, included to the left of the root domain, is a subdomain (e.g. *sample.exampleinc.com*). Additional lower-level subdomains (fourth-, fifth-, etc.) can be added to the left of the subdomain to create additional subordinate subdomains. The specific subdomain identified in the Order Form and any additional subordinate domains of the subdomain, whether such subordinate subdomains are identified or not, are included as Named Domains for the purposes of this Agreement; i.e. the fourth-level subordinate subdomain of *extra.sample.exampleinc.com* would be a Named Domain although not identified, so long as *sample.exampleinc.com* was identified as a Named Domain.
- 1.10 “Page View”** means a single view of a mobile or browser application, email, or web page of an internet site, including application screen views, application screen states, mobile web pages, and social network pages. Page views occur each time a web page is loaded or refreshed on Named

Domain(s), an application is loaded, or when targeted content renders or is shown through an opened or viewed email.

2. CLOUD SERVICE. Three separate products are described in the Supplement: SAP Hybris Conversion Management, SAP Browse Management and SAP Hybris Merchandising. Except where otherwise noted, the terms of this Supplement apply to all three products.

2.1 SAP Browse Management. SAP Browse Management is designed to collect information about a visitor's activity on the product pages of a Customer Site and to identify algorithmically the primary focus of the visit, which information can be used by Customer to remarket to the visitor. SAP Browse Management requires SAP Conversion Management to operate.

2.2 SAP Conversion Management. SAP Conversion Management can be used to remarket to visitors to a Customer Site who have demonstrated intent to perform a specific action on the Customer Site, such as making a purchase, but who then fail to complete that action by the end of their visit (abandoners). SAP Conversion Management allows Customer to specify one or more remarketing campaigns where emails are sent to the abandoner via Customer's separate email service provider (ESP) where supported.

2.3 SAP Hybris Merchandising. SAP Hybris Merchandising can be used to measure the intent of each visitor to a Customer Site across multiple sessions to calculate the optimal product mix for the visitor at any moment in time. Product performance data embedded into SAP Hybris Merchandising and a drag and drop interface allow Customer to determine the product mix strategy and the Cloud Service automatically optimizes the merchandising mix in any content window according to the business objectives set by the Customer. A storefront/content management technology is required to display the product mix and a product catalog is required to provide product data, and these solutions are not included with the Cloud Service subscription.

3 FEES

3.1 The Usage Metric for the Cloud Service is Average Monthly Page Views. Initial subscriptions are available in blocks of Average Monthly Page Views which vary by offering, and subscriptions to additional Page Views are available in blocks of one million Page Views per month. Named Domains will be specified in the Order Form.

3.2 Unless otherwise specified in the applicable Order Form, (i) SAP Conversion Manager Shopping Cart Recovery Cloud Services are Named Domain subscriptions where Customer may subscribe to the Cloud Service for one or more Named Domains, (ii) additional Named Domain subscriptions may be added during the subscription term, prorated for the remainder of the subscription term in effect at the time the additional Named Domain subscriptions are added, and (iii) the added Named Domain subscriptions shall terminate on the same date as the pre-existing subscriptions. Named Domain subscriptions are for designated Domains and cannot be shared or used by more than one Domain but may be reassigned to new Domains replacing Domains where the Cloud Service is no longer required.

3.3 SAP may place reasonable restrictions on the number of tag executions Customer is permitted to make to Customer Sites to avoid tags that generate unusually high or unnecessary data traffic to the Cloud Service.

4. PRIVACY/CONSUMER DATA

4.1 SAP may retain and use information collected about Customer's use of the Cloud Service ("**Usage Data**") as described in this Supplement. No personally identifiable information related to individuals using a Customer Site will be retained or used beyond SAP's need to provide the Cloud Service. Customer grants SAP permission to aggregate Customer's Usage Data with other data from customers of the Cloud Service into Network Data and use such Network Data to improve and enhance the Cloud Service. "**Network Data**" means aggregated, anonymized Usage Data from customers of the Cloud Service. Individual personally identifiable Customer data is not

included in Network Data. On termination of this Agreement, ownership of any Usage Data that has been aggregated into Network Data shall vest in SAP.

- 4.2** For Customer Site(s) on which Customer Data is collected or served, Customer shall ensure that the Customer Site(s) will feature a privacy policy or other notice, displayed conspicuously from the primary interface, that:
- (a) discloses Customer's privacy practices;
 - (b) identifies the collection (via cookies, web beacons, and similar technologies, where applicable) and use of information gathered in connection with the Cloud Service (including the uses described in Customer's rights granted in this Agreement); and
 - (c) offers individuals an opportunity to opt out of (or opt-in if applicable law requires) the collection or use of data gathered in connection with the Cloud Service.
- 4.3** Customer must not use the Cloud Service to collect, process, or store any Sensitive Personal Data of its employees, customers, partners, site visitors, or any third party. Customer must not under any circumstances transmit, disclose or make available Sensitive Personal Data to SAP, its third party licensors or other third-party providers in connection with the Cloud Service.
- 4.4** Upon termination of the Cloud Service Customer must, at its expense, remove and delete all Distributed Code and remove links to the Cloud Service on its Customer Sites. This obligation shall survive any expiration or termination of the Agreement.

5. THIRD-PARTY APPLICATIONS AND CUSTOMER DATA. Customer may install or enable services that Customer selects for interaction with the Cloud Service that are not provided as part of the Cloud Service, including, without limitation, web content management systems, product catalogue systems, ad exchanges and email service providers ("**Third-Party Applications**"). If Customer installs or enables Third-Party Applications for use with the Cloud Service, SAP may allow providers of those Third-Party Applications to access Customer Data as required for the interoperation of such Third-Party Applications with the Cloud Service. SAP shall not be responsible for any disclosure, modification or deletion of Customer Data resulting from any such access by Third-Party Application providers. The Cloud Service allows Customer to restrict such access by restricting Authorized Users from installing or enabling such Third-Party Applications for use with the Cloud Service. Customer is responsible for any failure or unavailability of a Third-Party Application.

6. DEPLOYMENT CLOUD SERVICES. The Cloud Service requires deployment services in order to operate as intended. The deployment services are described in the deployment services description attached to this Supplement as **Attachment A**. Fees for such deployment services for SAP Browse Manager and SAP Conversion Manager are not included in the subscription fee for the Cloud Service and will be set forth in the Order Form. Customer may use existing integrations with an e-mail service provider (ESP) specified in the Documentation to send remarketing e-mail notifications. SAP does not guarantee that any integration will be available for any particular ESP. If Customer chooses to use an ESP for which SAP does not provide a standard integration, integration with such ESP is at Customer's expense.

7. DATA RETENTION. Customer Data is stored in the Cloud Service for 28 days, after which it is purged. Upon request by Customer made within 28 days after the effective date of termination of the Agreement, SAP will make available to Customer for download a file of Customer Data that is still available to SAP in comma separated value (.csv) format. After such 28-day period, SAP shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, purge all Customer Data in SAP systems.

Attachment A
To
Supplemental Terms and Conditions
Deployment Descriptions

This document describes the Deployment Cloud Services for the following SAP Solutions: SAP Conversion Manager, SAP Browse Manager, SAP Ad Manager and SAP Hybris Merchandising. Terms defined in the Order Form, Supplemental Terms and Conditions for SAP Conversion Manager, SAP Browse Manager, SAP Ad Manager and SAP Hybris Merchandising and the General Terms and Conditions for SAP Cloud Services and any schedules referenced therein (the "Agreement") shall have the same meaning when used in this Deployment Description. SAP will provide the services as described below ("Deployment Cloud Services"). Any change in the specific scope of Deployment Cloud Services must be mutually agreed upon by the parties in writing and may be subject to additional fees.

Deployment Cloud Services – Key Assumptions:

SAP will guide Customer through the setup of the Cloud Service ordered as described below. Customer is responsible execute the program to deploy the Cloud Service.

1. Scope of SAP Deployment Cloud Services is limited to the activities and tasks outlined herein and will be delivered remotely. Additional SAP services including onsite consulting services are available for an additional fee.
2. The project activities not covered in this Deployment Description are Customer's responsibility. SAP may perform additional activities under a separate agreement for an additional fee.
3. The Deployment Cloud Services are provided one-time only at the start of the initial subscription term of the Cloud Service and do not apply to the remainder of the subscription term or any subsequent renewal term.
4. •The following SAP services are outside the scope of the Deployment Cloud Services: Consulting program management, Consulting technical support, change management services, additional SAP training services, end user documentation and training.
5. Stress and performance testing is not in the scope of this services deployment.
6. Any work efforts and/or solutions that are not specified within this Deployment Description are out scope; such services could be included in a change request signed by the parties for an additional fee.
7. Additional services beyond the scope as described in this Deployment Description and in the contract between SAP and Customer, including, for example expanded implementation to additional regions, departments or business units, or a project extension must be mutually agreed upon by the parties in a signed writing and additional fees may apply.

Resources - Customer:

Customer must provide the following resources:

1. Customer must staff the following project roles as detailed in Table 1. Assigned resources have correct skills and knowledge to complete all listed responsibilities.
2. Customer must staff the project roles per the time allocations recommended by SAP based on project scope.
3. If Customer resources are not able to complete the responsibilities as detailed in Table 1 either due to skill, knowledge or time limitations, project delays may occur. Any extension to project duration due to Customer resource limitations may result in additional fees.

Table 1

Role	Description
Customer Project Sponsor	Provides vision, guidance and senior leadership to the project.
Customer Project Manager	Manages the project.
Customer Functional Lead	Drives execution of the project to ensure the results meet the business' needs.
Customer Technical Lead	Drives execution of activities that affect Customer systems and data.
Customer Supplier Enablement Lead	Develops and executes strategy for maximizing suppliers' adoption of the Cloud Service.
Customer Subject Matter Experts / Testers / Pilot Users	Provide input from their respective departments and participate in project activities as appropriate.
Customer System Administrator of Cloud Service	Administers Cloud Service and configures Customer facing aspects of the Cloud Service UI as needed.
Customer Support Lead	Plans, develops and implements production support model for Customer.

DEPLOYMENT SERVICES TIMELINE

1. "Technical Kick-Off" is defined as the date on which the SAP and Customer project teams convene to align on the goals, scope and approach to the project.
2. "Go Live" is defined as the date on which live transactions are conducted through the Cloud Service.
3. The maximum Deployment Cloud Services term is ten (10) calendar weeks.
4. If Customer 'Go Live' is not achieved within the services timeline defined above, a project extension must be mutually agreed upon by the parties in a signed written agreement which may result in additional fees. SAP's standard professional services change request procedures may be used to document these changes.
5. Customer acknowledges that if Customer chooses to delay the project deployment timeline in order to wait for a service pack release, that delay will be addressed through a change request and an increase in the Deployment Cloud Services timeline which may result in additional fees.

SAP CONVERSION MANAGER

IMPLEMENTATION OF CLOUD SERVICE		
The SAP Conversion Manager implementation will begin following a Technical Kickoff call (between Customer and the SAP onboarding team). SAP will cooperate with Customer for the implementation in order to execute the following tasks to completion.		
Activity	SAP Responsibilities	Customer Responsibilities
Implementing Javascript tags on Customer Site	<ul style="list-style-type: none"> • Provide custom "Tagging Guide" that shows examples of tags needed to collect the proper data for the successful implementation of 	<ul style="list-style-type: none"> • Provide SAP with a list of data points that will be captured by the tags along with what each data point will be used for (i.e. "display in emails", "segment audience")

	<p>the Conversion Manager service.</p> <ul style="list-style-type: none"> Review tagging guide with Customer. Provide Distributed Code that will be sent with all data from Customer Site to the SAP service to ensure the identification of the data. 	<ul style="list-style-type: none"> Review tagging guide with SAP. Implement and place javascript tags on sites. This may require starting on a QA/Staging site prior to code being placed on the live Customer Site.
Testing Javascript tags	<ul style="list-style-type: none"> Test each specific tag based on what is documented in the tagging guide. 	<ul style="list-style-type: none"> Prior to handing off Customer Site to be tested by SAP, Customer will run initial tests to ensure tags are, in general, firing and Customer Site (whether a staging site or live site) is functioning as designed. Perform any additional testing of tags and site that is required from Customers perspective beyond SAP's testing efforts. This could include but is not limited to "Use Case Scenario" and "Regression" testing.
Developing email html	<ul style="list-style-type: none"> None 	<ul style="list-style-type: none"> Customer is wholly responsible for creating, writing and testing html for email(s).
Testing ESP/SAP integration	<ul style="list-style-type: none"> Provide Customer with a list of what credentials are needed for its specific Email Cloud Service Provider (ESP). Set up ESP/SAP integration (only for standard SAP-delivered integrations) based on credentials supplied by Customer. Place Cloud Service in test mode, test that emails are generated and delivered when an abandoner is entered into a campaign. Provide examples to Customer for its review. 	<ul style="list-style-type: none"> Provide SAP with credentials as requested for ESP configuration. Ensure that ESP is set up so that requests from SAP will generate an email. This would include but is not limited to ensuring that emails are 'active' and/or 'published'.
Decision to turn service Live	<ul style="list-style-type: none"> Request from Customer a list of orders placed through Customer Site after the SAP tags have been live for 24 – 48 hours (minimum). Compare data from Customer order report with what is seen during same 	<ul style="list-style-type: none"> Verify that emails for each campaign step have been examined and have been signed off on as ready to deploy. Provide SAP with order report as requested.

	time interval in the Cloud Service. Report any anomalies to Customer.	
Turning the Cloud Service Live	<ul style="list-style-type: none"> • Clear data in SAP data that was generated during testing. • Set up all needed campaigns in the Cloud Service. • Notify Customer by email that Cloud Service is live along with explanation of initially running campaigns. 	<ul style="list-style-type: none"> • None.

SAP CONVERSION MANAGER (Demandware Implementation)

IMPLEMENTATION OF CLOUD SERVICE		
<p>The SAP Conversion Manager (Demandware) implementation applies when integrating SAP Conversion Manager with Demandware e-commerce solutions. Demandware solutions and the Demandware cartridge are not part of the Cloud Service and must be obtained separately from Demandware. The implementation will begin following a Technical Kickoff call (between Customer and the SAP onboarding team). SAP will cooperate with Customer for the implementation in order to execute the following tasks to completion.</p>		
Activity	SAP Responsibilities	Customer Responsibilities
Implementing Javascript tags on Customer Site	<ul style="list-style-type: none"> • Provide Distributed Code and any other credentials that Customer will need to implement the cartridge to ensure all data from Customer Site will be sent to the Cloud Service and will be identified as Customer Data. 	<ul style="list-style-type: none"> • Download most recent version of the applicable cartridge from Demandware (or version specified by SAP). • Implement cartridge on Customer Sites. This may require starting on a QA/Staging site prior to code being placed on the live Customer Site.
Testing Javascript tags	<ul style="list-style-type: none"> • Test each tag based on what is expected from the cartridge. 	<ul style="list-style-type: none"> • Prior to handing off Customer Site to be tested by SAP Customer will run initial tests to ensure cartridge is, in general, firing and Customer Site (whether a staging site or live site) is functioning as designed. • Perform any additional testing of cartridge and Customer Site that is required from Customer's perspective beyond SAP's testing efforts. This could include but is not limited to "Use Case Scenario" and "Regression" testing.
Developing email html	<ul style="list-style-type: none"> • None 	<ul style="list-style-type: none"> • Customer is wholly responsible for creating, writing and testing html for email(s).

<p>Testing ESP/SAP integration</p>	<ul style="list-style-type: none"> • Provide Customer with a list of what credentials are needed for its specific Email Cloud Service Provider (ESP). • Set up ESP/SAP integration (only for standard SAP-delivered integrations) based on credentials supplied by Customer. • Place Cloud Service in test mode, test that emails are generated and delivered when an abandoner is entered into a campaign. • Provide examples to Customer for its review. 	<ul style="list-style-type: none"> • Provide SAP with credentials as requested for ESP configuration. • Ensure that ESP is set up so that requests from SAP will generate an email. This would include but is not limited to ensuring that emails are 'active' and/or 'published'.
<p>Decision to turn service Live</p>	<ul style="list-style-type: none"> • Request from Customer a list of orders placed through Customer Site after the SAP tags have been live for 24 – 48 hours (minimum). • Compare data from Customer order report with what is seen during same time interval in the Cloud Service. Report any anomalies to Customer. 	<ul style="list-style-type: none"> • Verify that emails for each campaign step have been examined and have been signed off on as ready to deploy. • Provide SAP with order report as requested.
<p>Turning the Cloud Service Live</p>	<ul style="list-style-type: none"> • Clear data in SAP data that was generated during testing. • Set up all needed campaigns in the Cloud Service. • Notify Customer by email that Cloud Service is live along with explanation of initially running campaigns. 	<ul style="list-style-type: none"> • None.

SAP BROWSE MANAGER

IMPLEMENTATION OF CLOUD SERVICE		
<p>The SAP Browse Manager implementation will begin following a Technical Kickoff call (between Customer and the SAP onboarding team). SAP will cooperate with Customer for the implementation in order to execute the following tasks to completion.</p>		
Activity	SAP Responsibilities	Customer Responsibilities
<p>Implementing Javascript tags on Customer Site</p>	<ul style="list-style-type: none"> • Provide custom "Tagging Guide" (or updated tagging guide if Customer is updating to the Browse Manager service) that shows examples of tags needed to collect the proper data for the successful implementation of the Browse Manager service. • Review tagging guide with Customer. • Provide Distributed Code that will be sent with all data from Customer Site to the Cloud Service to ensure the identification of the data. If this is an upgrade SAP will provide a 'Test Cloud Service Code' that will be used on staging/QA sites 	<ul style="list-style-type: none"> • Review tagging guide with SAP. • Implement and place javascript tags on Customer Sites. This may require starting on a QA/Staging site prior to code being placed on the live Customer Site.
<p>Testing Javascript tags</p>	<ul style="list-style-type: none"> • Test each specific tag based on what is documented in the tagging guide. 	<ul style="list-style-type: none"> • Prior to handing off site to be tested by SAP, Customer will run initial tests to ensure tags are, in general, firing and Customer Site (whether a staging site or live site) is functioning as designed. • Perform any additional testing of tags and Customer Site that is required from Customer's perspective beyond SAP's testing efforts. This could include but is not limited to "Use Case Scenario" and "Regression" testing.
<p>Developing email html</p>	<ul style="list-style-type: none"> • None 	<ul style="list-style-type: none"> • Customer is wholly responsible for creating, writing and testing html for email(s).
<p>Testing ESP/SAP integration</p>	<ul style="list-style-type: none"> • Provide Customer with a list of what credentials are needed for its specific Email 	<ul style="list-style-type: none"> • Provide SAP with credentials as requested for ESP configuration. • Ensure that ESP is set up so that requests from SAP will generate

	<p>Cloud Service Provider (ESP).</p> <ul style="list-style-type: none"> • Set up ESP/SAP integration (only for standard SAP-delivered integrations) based on credentials supplied by Customer. • Place Cloud Service in test mode, test that emails are generated and delivered when an abandoner is entered into a campaign. • Provide examples to Customer for its review. 	<p>an email. This would include but is not limited to ensuring that emails are 'active' and/or 'published'.</p>
Decision to turn service Live	<ul style="list-style-type: none"> • If Conversion Manager is running, pause service prior to code push. • Test that all tags are functioning as designed. 	<ul style="list-style-type: none"> • Verify that emails for each campaign step have been examined and have been signed off on as ready to deploy. • Push code to live Customer Site, coordinating this code push if Conversion Manager is already active on the live Customer Site. •
Turning the Cloud Service Live	<ul style="list-style-type: none"> • Set up all needed campaigns in the Cloud Service. • Notify Customer by email that service is live along with explanation of initially running campaigns. 	<ul style="list-style-type: none"> • None.

SAP HYBRIS MERCHANDISING

IMPLEMENTATION OF CLOUD SERVICE

The SAP Hybris Merchandising implementation will begin following a Technical Kickoff call (between Customer and the SAP onboarding team). SAP will cooperate with Customer as well as with any third parties that Customer might employ for the implementation in order to execute the following tasks to completion.

Activity	SAP Responsibilities	Customer Responsibilities
Requirements Gathering	Provide guidance on what product data will be required and decision on facets that need to be gathered.	Define requirements. Identify how data is to be provided via web event or via dedicated API.
Review of Hybris Commerce adaptation in regards to the storage and retrieval of product information required for SAP Hybris Merchandising.	None.	Define where SAP Hybris Merchandising interfaces will need to collect information from the catalog etc.

Commissioning of Customer to use the SAP Hybris Merchandising service	All actions required to create the Customer in the Cloud Service.	None.
Installation, configuration, adaptation and testing of Add-on in development environment	Assist in the testing of the modified Add-on by proofing data that is sent to the Cloud Service.	Install and configure the Add-on in a reference environment. Make modifications to Add-on as necessary to match modifications made to Hybris Commerce. Create direct product feed as required. Complete any functional testing that is required on the Customer Site itself.
Go live with add-on adaptations to prime the service	Verify that data is coming from the live Customer Site, populating the service and that the service is beginning its calculations.	Move Add-on code and adaptations to the live Customer Site.
Adaptation of carousels	None.	Make modifications to reference carousel to suit 'look and feel' specific needs of Customer Site and/or use APIs directly as required.
Initial strategies and mix cards	Provide advice upon request regarding the creation of strategies and mixcards.	Set up initial strategies and mixcards to be used once service is primed and ready to final 'go live'.
Confirmation that system is primed	Confirm that data look proper and that there is sufficient information being calculated to ensure proper population of carousels.	Provide development support should there be issues with incoming data.
Go-live with initial carousels	Ensure that data from live environment is now populating Cloud Service correctly.	Roll out code from staging site