

SAP Business One Cloud deployment services 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 Business One Cloud deployment services (the “Cloud Service”) and not any other SAP product or service.

1. Definitions

1.1. Business One Application means the SAP Business One, version for SAP HANA, Engine for SAP Business One Cloud software application licensed by Customer from SAP or by End Customers from Customer under separate agreement.

1.2. Cloud Control Center means the interface to the Cloud Service that allows Customer to manage application lifecycle management tasks, manage Service Units, deploy tenants for End Customers and create access authorization for Users.

1.3. End Customers means entities with a valid license from Customer or entity authorized to license the Business One Application, to use the Business One Application hosted on the Platform. Customer may be an End Customer if Customer is using the Cloud Service for its own production use of the Business One Application.

1.4. Platform means the technical infrastructure, operating system, database and tools hosted by SAP on which the Business One Application and Business One Add-Ons and Extensions can be deployed and accessed by Customer or Customer’s End Customers and Users.

1.5. Business One Add-Ons and Extensions means a set of Business One Application-related functionality created by Customer, SAP or SAP partners for use by multiple customers that have been reviewed by SAP in accordance with SAP’s program guidelines for partner add-ons and extensions.

1.6. Services Description means the document made available by SAP to Customer describing the services provided by SAP as part of the Cloud Service. The Services Description may be updated by SAP from time to time, subject to the relevant provisions in the Agreement.

1.7. Service Unit means a collection of virtualized hardware resources available pre-configured for Customer to deploy for End Customers.

1.8. Users means, for purpose of SAP Business One Cloud deployment services, individuals authorized under this Agreement to access the Business One Application deployed on the Platform.

2. Cloud Service.

2.1. Permitted Use. The Cloud Service may be used by Customer to:

- a. Deploy the Business One Application and Business One Add-Ons and Extensions on the Platform for access by End Customers’ Users using the Cloud Control Center;
- b. Deploy Business One Add-Ons and Extensions on Service Units to run in conjunction with the Business One Application;
- c. To the extent Business One Add-Ons and Extensions cannot be deployed by Customer, provide such Business One Add-Ons and Extensions to SAP so that SAP can deploy such Business One Add-Ons and Extensions on a Service Unit to run in conjunction with the Business One Application, and;
- d. Permit Users of End Customers that have a valid license to the Business One Application to remotely access the Business One Application and Business One Add-Ons and Extensions hosted on the Platform. .

2.2. Included Services. The specific services included with Customer’s subscription to the Cloud Service are set forth in the Services Description.

2.3. Updates and Upgrades. If Customer wishes to apply an update to the Business One Application or upgrade its then-current version of the Business One Application to a later version released by SAP (and to which the End Customer is entitled to under its Business One Application support terms),

Customer may use the Cloud Control Center to upgrade an End Customer to a specific version of the Business One Application available on a Service Unit. Customer is responsible for ensuring all Business One Add-Ons and Extensions deployed on a Service Unit can be restarted on the new Service Unit after an update or upgrade.

Customer shall inform SAP of any transfer of an End Customer's access to a different Service Unit by submitting a service ticket through SAP's support channel.

2.4. Business One Add-Ons and Extensions. Certain Business One Add-Ons and Extensions that are not capable of self-deployment by Customer must be provided to SAP to deploy on Customer's Service Unit(s) before they can be accessed by Users. Except for the deployment of the Business One Application and Business One Add-Ons and Extensions as permitted by this Agreement, Customer may not upload any other SAP, Customer or third party software or databases to the Platform.

2.5. End Customers. Access to the Business One Application and Business One Add-Ons and Extensions is limited to End Customers with a valid license to the Business One Application. No license to the Business One Application is provided under this Agreement. Customer is responsible for providing access to the Business One Application to End Customers and shall ensure End Customer's and End Customers' Users do not violate the terms of this Agreement.

3. Fees. The Usage Metric for the Cloud Service is Users per month. Users are aggregated across all End Customers for purposes of calculating the pricing tier applicable to Customer's use of the Cloud Service. In addition, Customer must pay a one-time flat fee upon the start of the subscription term of each End Customer for which Customer submits an order for Users.

4. Payment and Ordering. For each End Customer, Customer shall submit a separate order pursuant to SAP's standard partner order process. Customer's subscription must include Users for each End Customer, from the beginning of the subscription term for such End Customer, to cover such End Customer's access to the Business One Application deployed on the Platform.

5. Support. SAP shall provide support services for the Cloud Service in accordance with **Attachment 1** to this Supplement. No support services are provided for the Business One Application or Business One Add-Ons and Extensions under this Agreement.

6. Additional Terms.

6.1. Each End Customer may have two Users access the Microsoft Remote Desktop Services (RDS) for application access to the application where necessary.

6.2. Customer will protect the privacy and legal rights of its End Customers and Users under all applicable laws and regulations, which includes a legally adequate privacy notice communicated from Customer (or to the extent applicable, obtain necessary consent according to data protection laws). Customer will obtain and maintain any required consents from End Customer and Users for any processing of data of such End Customer and Users under this Agreement. Further, Customer will notify its End Customers and Users that any information provided during use of the Business One Application and Business One Add-Ons and Extensions will be made available to SAP as part of SAP providing the Cloud Service.

6.3. For purposes of this Supplement, "Customer Data" does not include the Business One Application or Business One Add-Ons and Extensions. Customer Data includes data provided by Users during use of the Business One Application and Business One Add-Ons and Extensions. Customer's right to access Customer Data provided by End Customers and Users during the subscription term and after termination of the subscription term of an End User is subject to its agreements with the applicable End Customer.

6.4. If SAP is notified by an End Customer or an owner of Customer Data that the Customer Data allegedly infringes its rights, SAP may investigate the allegation (including by consulting with Customer)

and determine in good faith and in its reasonable discretion whether to remove the Customer Data, which it may do after providing Customer with prior notice regarding such removal within a reasonable time in light of the circumstances. Customer shall take down any and all Customer Data of which it becomes aware that is infringing in a prompt manner or promptly notify SAP to do so.

6.5. Customer may not use, and may not authorize any End Customers or Users to use, any Public Software in connection with the Cloud Service in any manner that requires, pursuant to the license applicable to such Public Software, that any SAP software applications or other materials be (i) disclosed or distributed in source code form, (ii) made available free of charge to recipients, or (iii) modifiable without restriction by recipients. **"Public Software"** means any software, documentation or other material that contains, or is derived (in whole or in part) from, any software, documentation or other material that is distributed as free software, open source software (e.g., Linux) or similar licensing or distribution models, including, but not limited to software, documentation or other material licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (i) the GNU General Public License (GPL), Lesser/Library GPL (LGPL), or Free Documentation License, (ii) The Artistic License (e.g., PERL), (iii) the Mozilla Public License, (iv) the Netscape Public License, (v) the Sun Community Source License (SCSL), (vi) the Sun Industry Standards License (SISL), and (vii) the BSD License.

6.6. SAP System Availability and Maintenance Windows are set forth in the Service Level Agreement available at: <http://www.sap.com/corporate-en/about/our-company/policies/cloud/service-level-agreement.html>, as it may be updated by SAP from time to time.

Attachment 1
To
SAP Business One Cloud deployment services
Supplemental Terms and Conditions
Support Services for SAP Business One Cloud deployment services

This Attachment 1 (Support Services – SAP Business One Cloud deployment services) describes the support services provided by SAP for the SAP Business One Cloud deployment services. All capitalized terms not defined in this Attachment 1 shall have the meaning ascribed in the Agreement.

Article 1 Preamble

This document describes the scope and provision of the Support Services for the Cloud Service provided by SAP to Customer under the Agreement. SAP may modify the scope of the Support Services from time to time at its own discretion in accordance with the Agreement.

Article 2 Definitions

1. "Incident" shall mean a fault, an error or a malfunction of the Cloud Service perceived by the End Customer or Customer for which assistance is required.
2. "Incident Root Cause Analysis" shall mean the analysis and classification of an Incident as a hardware problem, handling issue, data quality issue, software fault, etc. Treatment and routing of such Incident is dependent on the result of the Incident classification.
3. "Support Case" shall mean a support Incident in the SAP environment based on a failure or impairment of the Cloud Service. As soon as either Customer's or SAP's support organization is informed of such Incident, an Incident becomes a Support Case.
4. "Support Services" shall mean the services outlined in this Attachment 1.

Article 3 Supported Service

1. Support Services will be provided by SAP for the Cloud Service only. No Support Services are provided under this Agreement for the Business One Application.
2. SAP will not provide Support Services under the following circumstances:
 - any problem that arises because the Customer or End Customer has altered the Cloud Service without SAP's consent or that arises from the use of the Cloud Service in breach of Agreement.
 - for third-party products for which the Customer has not obtained a license as part of the Cloud Service.
 - for problems that result from unsatisfactory End Customer training.

Article 4 Support Services Responsibilities

1. SAP will grant Customer access to the password-protected SAP Service Marketplace, in turn giving access to the technical notes (hereinafter "SAP Notes") database, problem message-processing system, and support communication area, as a means of supporting the operation of Customer's own End Customer hotline. SAP will determine the scope and content of the SAP Notes database at its own discretion. Customer may at any time contribute comments and remarks, as well as submit suggestions for improvement.
2. Access to the SAP Service Marketplace will allow Customer to submit Support Cases to SAP and to communicate with SAP regarding Support Cases. Where available, Support Services will be rendered to Customer in local language. Outside business hours or where such local language support is not available, Support Services will be rendered in English. Details about Support Cases and Support Levels are stipulated below in Article 7 below. SAP will use the SAP Service Marketplace to provide Customer with updates regarding the progress of the Support Case resolution process. Customer can call up the status of the Support Case resolution process at any time in the SAP Service Marketplace.

3. SAP and Customer will log all relevant information in the SAP Service Marketplace. The Customer and SAP are responsible to monitor the SAP Service Marketplace for Support Cases to meet their agreed reaction times. Furthermore, the Customer shall ensure that it is at all times capable to access and monitor the SAP Service Marketplace.
4. Within the SAP Service Marketplace, SAP has created designated SAP product components (hereinafter "Queues") for all products under SAP support. Customer shall forward all Support Cases to SAP via a corresponding Queue, and the Customer will respond to SAP and to Customer by using the SAP Service Marketplace. The Customer shall monitor this Queue regularly and assure, for the Support Cases attributed to that Queue, the availability of technical support agreed on between both parties under this Agreement.
5. Very high priority Incidents logged by Customer will be received by SAP on a 24x7 schedule. SAP targets initial reaction (without providing the solution for a Support Case) of 1 hour for Support Cases with priority "very high" as defined in Article 6 Section 2.1 and 24 hours for all other priorities defined in Article 6 Sections 2.2 to 2.4.
6. Customer shall provide Support Level 1 for the Cloud Service. SAP will provide Support Levels 2 and 3 for the Cloud Service.
7. The Customer must operate its own End Customer hotline on workdays from 9.00 A.M. to 6.00 P.M. local time at the Customer's office in the End Customer's official national language.

Article 5 Support Service Communications

1. The SAP Customer Support Line is available to the Customer in response to Support Cases on workdays from 9 A.M. to 6 P.M. local time. SAP may – at SAP's sole discretion – support the Customer via the SAP Customer Support Line upon reasonable request of the Customer if such support is required for the Support Case remedy.
2. Except as provided in Article 5, section 2, Communication between the Customer and SAP must be by using the support infrastructure provided by SAP and the current SAP Notes in the SAP Service Marketplace.

Article 6 Principles for the provision of Support Services

SAP and Customer will adhere to the support processes as outlined in this Article.

1. Support Levels: The following levels of support shall apply to the Support Services.
 - 1.1 Support Level 1
Support Level 1 receives all Support Cases from End Customers and fulfills the following tasks:
 - o Complete name and contact details of the person reporting the Support Case.
 - o Check if Support Case report from End Customer is complete and if necessary, obtain missing data and information from End Customer. Such data shall include a meaningful Support Case header, technical information on the Support Case context (e.g. log files) and technical information on the Support Case system.
 - o Prepare a comprehensive description of the problem which is the basis of the Support Case, which shall include all steps that led to occurrence of the Support Case, full syntax of the problem message and surrounding factors (recent upgrades or other).
 - o Check priority of Support Cases based on the definitions set out in Section 2 below.
 - o Assignment of a Support Case record to a specific Queue in SAP's support system.
 - o Search for available SAP Notes and assign them to the Support Case.
 - o Summarize status when forwarding the Support Case to Support Level 2.
 - 1.2 Support Level 2
Support Level 2 is subsequent to Support Level 1 and shall fulfill the following tasks:
 - o Search for errors using the data provided by Customer.
 - o Analyze the Support Case-specific technical data and document the progress of the Support Case.
 - o Reproduce and isolate the Support Case.

- o Analyze if the Support Case can be attributed to a defect of the Cloud Service.
- o Propose appropriate workaround if the Support Case cannot be attributed to a defect of the Cloud Service.
- o Forward Support Case to Support Level 3 if the Support Case can be attributed to a defect of the Cloud Service and if no SAP Note is available to solve the Support Case.
- o Summarize status of problem message before forwarding the Support Case to Support Level 3

1.3 Support Level 3 (development support)

Support Level 3 is sub-sequent to Support Level 2 and shall fulfill the following tasks:

- o Analyze in detail all Support Case related data.
- o Assist the Customer in order to perform the required and applicable Support Case remedy by using workaround recommendations or fixes if available and deemed necessary.
- o Specify expected duration to fix defect.
- o Provide fixes.
- o Recommend workarounds, if available and deemed necessary.
- o Create new or modify existing SAP Notes.

Whenever a Support Case is forwarded to the next Support Level, the applicable End Customer shall be notified by the Customer.

2. Support Case priorities

2.1 Very high:

A problem message or Support Case is categorized with the priority "very high" if the problem has very serious consequences for normal business transactions and urgent work cannot be performed. This is generally caused by the following circumstances:

- o Absolute loss of a system
- o Malfunctions of central SAP system functions in the production system of the End Customer
- o Delays to the planned production startup or upgrade within the next 3 workdays
- o The problem message requires immediate processing because the malfunction may cause serious losses.

2.2 High:

A problem message or Support Case is categorized with the priority "high" if normal business transactions are seriously affected and necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the SAP system necessary in the actual situation.

The problem message requires immediate processing because the malfunction can seriously disrupt the entire productive business flow.

2.3 Medium:

A problem message or Support Case is categorized with the priority "medium" if normal business transactions are affected. The problem is caused by incorrect or inoperable functions in the SAP system.

2.4 Low:

A problem message or Support Case is categorized with the priority "low" if the problem causes few or no effects on normal business transactions. The problem is caused by incorrect or inoperable functions in the SAP system that are not required daily, or which are rarely used.

2.5 After consultation with Customer, SAP is entitled to change the priority of a Support Case.

Article 7 Customer Support Levels

The Customer shall adhere to the below mentioned Initial Reaction Times (IRT) and Maximum Processing Times (MPT), when communicating with the End Customer and other Support Levels.

Definitions:

"Initial Reaction Time" shall mean:

- The Customer will acknowledge the entry of a Support Case and give a qualified response to the End Customer within the defined time;
- at priority "very high", the time is measured in real time irrespective of the Customer's regular office hours;
- at all other priorities, the time is measured in business hours that fall in the Customer's regular office hours.

"Maximum Processing Time" shall mean:

- The Customer shall provide a solution or a workaround within the specified time frame.
- The Customer shall forward a Support Case to SAP's Support Level 2 support within the specified time frame in case the Incident Root Cause analysis of the Support Case indicates a problem in the SAP infrastructure.

Priority	Severity	Targeted Initial Reaction Time	Targeted Maximum Processing Time
Very high	Emergency	60 minutes (real time)	8 hours (real time)
High	Critical	4 business hours	2 business days
Medium	Non-critical	8 business hours	4 business days
Low	Minor	16 business hours	8 business days