

SAP Cloud Appliance Library 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 Cloud Appliance Library. SAP Cloud Appliance Library 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 Cloud Appliance Library and not to any other SAP product or service.

- 1. Use of the Service.** The Service allows Customer to initiate one or more virtual appliances that can be launched and controlled via the Service and hosted by a third party cloud service provider under Customer's account with such third party cloud service provider (each an "SAP Virtual Appliance"). The third party cloud service provider hosting the SAP Virtual Appliance must be certified by SAP. Upon termination or expiration of the subscription term for each instance of an SAP Virtual Appliance, Customer shall delete such SAP Virtual Appliance and any objects derived from the instance of the SAP Virtual Appliance in its cloud service provider account. In the event of termination of the applicable Order Form, Customer shall delete all instances of an SAP Virtual Appliance in its cloud service provider account(s).

- 2. Prerequisites.**
 - a. Customer must have a valid license agreement with SAP in order to subscribe to an SAP Virtual Appliance containing SAP software for which the valid license is in effect ("SAP Software")
 - b. In order for SAP to provision an SAP Virtual Appliance, Customer must possess a valid cloud service provider account with a certified cloud service provider identified by SAP on the SAP Store. Customer's subscription to the Service only includes access to the SAP Virtual Appliance. Operating system, hardware, storage and network infrastructure costs are not included, and must be obtained from the selected cloud service provider.
 - c. Customer must provide SAP with the credentials of its cloud service provider before Customer can access the SAP Virtual Appliances. SAP shall protect Customer's selected cloud service provider access credentials with reasonable care, but Customer acknowledges that SAP does not guaranty the security of such access credentials.

- 3. Restrictions.**
 - a. Exhibit 2 to the GTC "**ANNEX FOR COMMISSIONED PROCESSING OF PERSONAL DATA**" only applies with respect to the Service and not to any cloud service provider services.
 - b. SAP may not support all geo-locations of a supported cloud service provider. Supported geo locations are listed on the SAP Community Network webpage. Customer may start only that number of instances from an SAP Virtual Appliance for which it has purchased the subscription. Customer may not copy or clone or distribute the SAP Virtual Appliances which are provisioned in its cloud service provider account.

c. Customer may not exceed the use rights granted under Customer’s license for the SAP Software when using the SAP Virtual Appliance. Notwithstanding any terms contained in Customer’s license for the SAP Software, the use of the SAP Virtual Appliance is limited to non-productive uses as permitted in Customer’s license for the SAP Software. Non-productive uses include internal testing, evaluation, training and demonstration, to the extent permitted by Customer’s license to the SAP Software, but excludes development activities. Customer may not use the SAP Virtual Appliance to run its business operations or the business operations of a third party, or to provide services to any third party. The rights to access and use the SAP Virtual Appliance may not be assigned or otherwise transferred to any third party.

4. Support. SAP offers support service for the Service in accordance with Attachment 1 to these Supplemental Terms. Any support provided by SAP is solely for the Service. Support for the Service does not include support for the SAP Cloud Appliance Library – Management Console or for Customer’s SAP software or the cloud service provider selected by Customer.

5. Maintenance Windows

SAP can use the following maintenance windows for planned downtimes:

Maintenance Windows	
Regular Maintenance Windows	Bi-weekly, in odd calendar weeks (e.g., calendar week 1, 3, 5, etc.), Thursday morning 7AM to 8AM CET.
Major Upgrades – SAP HANA Cloud	Up to 4 times per year from Friday 10 pm to Monday 3 am <u>Coordinated Universal Time(*)</u> . SAP will inform Customer in due time in advance (either by email or by any other electronic means)
SAP Cloud Appliance Library Upgrades**	Once per calendar month, during a one (1) hour window made known by SAP at least one (1) week in advance.

** *Maintenance Windows for the SAP Cloud Appliance Library are separate from and in addition to Maintenance Windows for the SAP HANA Cloud, both of which are applicable to the Service.*

(*) Coordinated Universal Time	UTC-5, America; UTC+2 Europe; UTC+8, APA, depending on Customer location
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6. Service Availability. System Availability under this Supplement only applies to the Service – no SLAs are provided under this Supplement for the SAP Software or the cloud service provider selected by Customer.

Attachment 1
Support Terms for SAP Cloud Appliance Library

This document ("Support Services Document") describes the support services provided by SAP for SAP Cloud Appliance Library.

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 SAP On Demand Malfunctions

SAP will offer support for all malfunctions related to the Service (each an "**Incident**"). Incidents have to be reported by Customer via the help functionality made available by SAP (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 4 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.	Monday to Friday from 9:00 am – 5:00 pm Local Time (as defined below)	English,	SAP initial response within 3 days 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.			Reasonable response time based on the incident (usually within 4 days).* 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.

Local Time shall mean the time zone in which the Customer Named User with administrative rights submitting the support request is located.

Health Check

A Health Check is a permanent system monitoring established by SAP that notifies SAP automatically when critical situations that require intervention arise or may arise.

Software Changes

SAP will proactively apply software updates and patches during the defined maintenance windows. In case a patch needs to be applied outside a maintenance window, SAP will notify Customer in advance.

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.