

**SAP Connected Logistics  
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 Connected Logistics. SAP Connected Logistics 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 ("GTC"), 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 Connected Logistics and not to any other SAP product or service.

**1. Use of the Cloud Service**

- (a) Fees for the Service are based on both Desktop Users and Tracked Units. A Desktop User is a Named User that accesses a web user interface of the Service at any time during a calendar month. A Tracked Unit is an individual telematics unit tracked in the Service that is activated at least for one day within a calendar month. A telematics unit is any registered smartphone, on-board unit or other tracking device which sends data into the Service through a telematics provider interface.
- (b) In order to utilize the Service, Customer must separately obtain telematics services from a third-party provider to permit the transmission of data from Tracked Units to the Service. SAP is not responsible for providing telematics services, telematics units used to collect and transmit data or any software used in a telematics unit, and SAP shall have no liability to Customer for Customer's inability to use the Service due to the inability to obtain, or any defect in, telematics services, telematics devices or software used on such telematics devices. In addition, telematics services providers may deliver content to the Service from third-party vendors for use by Customer. SAP is not responsible for such content or any harm caused to Customer resulting from such content.
- (c) Customer may provide access to the Service to individuals that are not Desktop Users solely to permit such individuals to transmit data to the Service that can be accessed and evaluated by Desktop Users. Customer shall be solely responsible for the use of the Service by such individuals, who will be deemed Named Users as defined in the GTCs, and Customer will ensure that each Named User complies with the terms of this Agreement by including terms regarding limited use rights, use restrictions, confidentiality and intellectual property protection substantially equivalent to the terms of this Agreement, and such agreements shall name SAP as a third party beneficiary to permit SAP to enforce the terms of such agreements.
- (d) Customer will protect the privacy and legal rights of Named Users whose data is collected and stored in the Service under all applicable laws and regulations, which includes a legally adequate privacy policy communicated from Customer to such Named Users. Customer may have the ability to access, monitor, use, or disclose content, data and materials submitted by Named Users through the Service. Customer will obtain and maintain any required consents from Named Users to allow Customer's access, monitoring, use or disclosure of such content, data and materials. Further, Customer will notify Named Users that any information provided as part of the Service will be made available to SAP as part of SAP providing the Service.

**2. Maintenance Windows**

SAP can use the following maintenance windows for planned downtimes for the Service:

<b>Maintenance Windows</b>	
Regular Maintenance Windows	Weekly Monday and Thursday morning 04:30 a.m. to 06:30 a.m. Central European Time (CET).

Major Upgrades	Up to 4 times per year on any weekday from 04:30 a.m. to 08:30 a.m. Central European Time (CET). SAP will inform Customer in due time in advance (either by email or by any other electronic means).
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### 3. Support.

SAP shall provide support services for the Service in accordance with **Attachment 1** to this Supplement. Support does not apply to any telematics services or telematics units used with the Service.

### 4. Additional Terms

- (a) **SAP Cloud Identity-** Use of SAP Cloud Identity is limited to use with the Service, even if use with other products or services is technically possible.
- (b) **Map Service** – The Service includes an integration with a third party on-line map service. The third party map service is not part of the Service, and Customer’s use of the map service is subject to the terms of use associated with such map service. SAP is not responsible for providing the map service, and shall have no liability to Customer for Customer’s inability to use the Service due to the inability to obtain or failure of the maps service.
- (c) **APIs** – The Service includes specific integration points to peer systems (e.g., telematics data broker) which are described in the Documentation. These integration points may be changed or deprecated by SAP upon reasonable notice to Customer, and it is Customer’s obligation to ensure that it maintains the integration with connected peer systems upon SAP’s change to or deprecation of any integration point.
- (d) **Data Access** – Customer may retrieve data through the user interface of the Service during the term of the subscription. Customer will not have direct access to Customer Data stored in the Service database for mass retrieval of data during the subscription term. At Customer’s request upon termination of the Agreement, SAP shall, within a reasonable time period, remove, delete, purge, overwrite or otherwise render inaccessible all Customer Data still remaining on the servers used to host the Service to the extent possible based on the then-current technology available within the Service, unless and to the extent applicable laws and regulations require further retention of such data.

**Attachment 1**  
**To**  
**SAP Connected Logistics**  
**Supplemental Terms and Conditions**  
**Support Services for SAP Connected Logistics**

This document ("Support Services Document") describes the support services provided by SAP for SAP Connected Logistics.

**1. Applicability**

This Support Services Document governs the provision of support and maintenance services by SAP to Customer for the Service. These terms do not apply to telematics services used with the Service or any content provided by or through such telematics services.

**2. Support Services**

Support for SAP Connected Logistics 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:

<b>Incident Priorities</b>	<b>Definition</b>	<b>Support Availability</b>	<b>Support Language</b>	<b>Initial Response Time</b>
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.	Monday through Friday 8:00 am – 5:00 pm Central European Time.**	English	SAP initial response within one hour 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.			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.

Medium	A business transaction does not work as expected with minor consequences for the productive operation.			SAP initial response within one business day 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.			SAP initial response within two business days of confirmation.* SAP will attempt to contact customer to clarify business impact and evaluate incident.

\*Incident receipt at SAP will be confirmed via SAP incident management system for all online submitted incidents.

\*\* Excludes days when SAP's offices in Germany are closed for public holiday.

Software Changes

SAP will proactively apply software updates and patches during the defined maintenance windows. The Service will be unavailable during such 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 Desktop 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.