

**SAP Consumer Insight 365
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 Consumer Insight 365 (the "Cloud Service") and not to any other SAP product or service.

1. Cloud Service

- 1.1.** Using the web portal included in the Cloud Service, Customer may generate insights based on anonymous and aggregated mobile subscriber data ("**Content**"), create queries and create reports based on the Content using the analytics functions of the Cloud Service ("**Reports**"), and Customer may download Reports, provided Reports only display analysis of aggregated Content.
 - 1.2.** If Customer obtains a subscription to SAP Consumer Insight 365, premium edition, Customer may distribute Reports to non-Affiliate third parties only as part of a value-added service offered by Customer or its Affiliates. Customer shall not (i) distribute Reports to Mobile Network Operators (MNO), or (ii) run queries in the Cloud Service based on individual requests of third-parties, or (iii) distribute or provide access to any part of the Cloud Service, including Content, user interfaces, APIs or other direct or indirect means of access to the Cloud Service, to customers of such value-added services, or (iv) distribute screenshots of the SAP Consumer Insight 365 web portal, or otherwise disseminate the user interface of the SAP Consumer Insight 365 web portal.
 - 1.3.** Customer shall not use the Cloud Service, or any Content or Reports displayed or produced as part of the Cloud Service, on its own, or in combination with other data, to identify any individual person, family, household, employer, institution or organization. If an individual person, family, household, employer, institution or organization is identified, or a technique for doing so is discovered by Customer, Customer shall promptly notify SAP and shall cease from undertaking or further developing any such techniques. Customer shall use the Cloud Service solely via manually conducted, discrete search and retrieval activities and may not use any automated search method or tools to query the Cloud Service. Any violation of this Section 1.3 by Customer constitutes an unauthorized use of SAP Confidential Information per the terms of the GTC.
 - 1.4.** Customer may have up to five Authorized Users access the Cloud Service. Customer may save up to 25 Reports in the Cloud Service at one time. Each saved insight results in one Report being created in the Cloud Service.
- 2. Fees.** The Usage Metric for the Cloud Service is mobile subscribers. Mobile subscribers means the number of mobile subscribers whose data is included in a subscription package and the country-specific subscription, per contract year. Subscriptions must be obtained on a country-by-country basis. Subscriptions to SAP Consumer Insight 365, premium edition are subject to an additional fee applicable to mobile subscribers.

3. Additional Terms

- 3.1. Suspension.** SAP may suspend Customer's access to, or suspend SAP's provision of, the Cloud Service in whole or in part without notice, in the event a third-party supplier of Content suspends delivery to SAP of such Content. SAP shall endeavour to provide Customer with advance notice of such suspension if possible, and shall use reasonable efforts to minimize the length of any such suspension.
- 3.2. Termination.** SAP may terminate the Cloud Service and Agreement immediately at any time upon written notice to Customer in the event a third party supplier of Content for the Cloud Service terminates its delivery of such Content to SAP or its relationship with SAP necessary for SAP to provide Content for the Cloud Service. In the event of such termination, SAP shall refund any pre-paid subscription fees for any period subsequent to the effective date of termination.
- 3.3. System Availability.** SAP's System Availability service level agreement as referenced in the Order Form shall only apply to, and shall only be calculated for, the hours of 8:00 a.m. to 8:00 p.m. Eastern U.S. time, Monday through Friday. The availability of updated Content is not subject to SAP's System Availability service level agreement. All other aspects of the System Availability service level agreement shall apply without modification.
- 3.4. Customer Data.** The Cloud Service is not designed to allow Customer to upload Customer Data, and as such, Customer will not be able to access any Customer Data during the subscription term or upon termination or expiration of the Agreement.
- 3.5. Data Protection.** Due to the fact Customer may not upload any Customer Data to the Cloud Service, the Data Privacy and Security Policy referenced in or attached to the Order Form shall not apply to the Cloud Service.
- 3.6. Reports.** After expiration or termination of the Agreement, Customer may use any Reports downloaded from the Cloud Service prior to such termination or expiration for its internal business purposes. If Customer has a subscription to SAP Consumer Insight 365, premium edition, Customer may distribute Reports to non-Affiliate third parties only as part of a value-added service after termination of the Agreement if such Reports were generated using the Cloud Service and downloaded prior to expiration or termination of the Agreement. Upon expiration or termination of the Agreement, Customer will no longer be able to access or download any Reports stored in the Cloud Service.