

## **SAP Contact Center, cloud edition 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 Contact Center (the "Cloud Service") and not any other SAP product or service.

- 1. The Cloud Service.** The Cloud Service includes capabilities to allow Customer to:
  - 1.1.** provide voice and data contact center services, including unified queuing, prioritizing, and routing of multichannel contacts (e.g., telephone, e-mail chat, and tasks);
  - 1.2.** manage telemarketing campaigns with preview and progressive dialing modes; and
  - 1.3.** monitor communication metrics and perform analytics using monitoring and reporting tools.
- 2. Connectivity to the Cloud Service**
  - 2.1.** In order to access and use the Cloud Service, Customer shall order and maintain an IPsec VPN connection to the designated SAP data center. SAP provides the Cloud Service to the network termination point associated with the Customer interface port of the provider edge router in the designated SAP data center.
  - 2.2.** Where Customer chooses Voice Channel services, it shall, in addition to the connection described in Section 2.1 above, order and maintain a SIP trunk connection between Customer's Public Switched Telephone Network (PSTN) supplier and the designated SAP data center. SAP provides the Voice Channel service of the Cloud Service to the network termination point associated with the Customer interface port of the Session Border Controller (SBC) in the designated SAP data center.
  - 2.3.** In each case, Customer shall be responsible for (i) ordering and maintaining such connections from a third party supplier, and (ii) all costs associated with any such connection or connections. Customer is responsible for any faults or delays in the Cloud Service associated with Customer's connection(s), including without limitation, where the Customer's connection bandwidth is insufficient to support its use of the Cloud Service.
- 3. Fees.** The Usage Metric for the Cloud Service is Users. Users are individuals who use the Cloud Service. The following User types are available as Usage Metrics for the Cloud Service:
  - 3.1. SAP Contact Center, e-Channel User** means contact center users (agents or supervisors) who use the Cloud Service for inbound e-channel interactions, including email, chat and tasks, e-channel routing, monitoring and reporting. For purposes of calculating the number of SAP Contact Center, e-Channel Users, the total number of Authorized Users with e-Channel user capabilities within a Customer Cloud Service system during a calendar month are counted.
  - 3.2. SAP Contact Center, Voice Channel User** means contact center users (agents or supervisors or Interactive Voice Response (IVR)) who use the Cloud Service for inbound and outbound voice interactions, call routing, outbound campaign management, monitoring, reporting and Interactive Voice Response (IVR). For purposes of calculating the number of SAP Contact Center, Voice Channel Users, the total number of Authorized Users with SAP Contact Center, Voice Channel User capabilities within a Customer Cloud Service system during a calendar month are counted. For Interactive Voice Response (IVR), for purposes of calculating the number of SAP Contact Center, Voice Channel Users, the maximum number of ports (equal to maximum number of simultaneous voice calls) activated for a Customer IVR Cloud Service system during a calendar month are counted.
- 4. Customer Data.**
  - 4.1. Customer Obligations/Responsibilities.**
    - 4.1.1.** Customer shall maintain a privacy policy on any of its customer-facing Websites that details how Customer handles data submitted through such Websites, and which includes all necessary information to tell end users how the Cloud Service collects, stores, uses, displays, shares or transfers a user's data.
    - 4.1.2.** Customer shall ensure it obtains all necessary consents for any recording or transcribing of communications in accordance with applicable law.

**4.2. Customer Data Retrieval.** Upon expiration or termination of the Agreement, SAP shall destroy or otherwise dispose of any of Customer Data in its possession unless SAP (i) is requested by Customer to extend the term of the Order Form as permitted in the Order Form to allow Customer to retrieve Customer Data, or (ii) receives, no later than thirty (30) days after the effective date of the termination of this Agreement, a written request for the delivery to Customer of the then most recent back-up of the Customer Data. SAP shall use reasonable commercial efforts to deliver the back-up to Customer within thirty (30) days of its receipt of such a written request, provided that Customer has, at that time, paid all fees and charges outstanding and owed at termination. Customer shall pay all reasonable fees and expenses incurred by SAP in returning or disposing of the Customer Data.

## **5. Additional Terms**

**5.1.** Contact center workstation components are downloaded and installed automatically when an Authorized User logs on to the Cloud Service for the first time from a computer. Customer must permanently delete these components upon termination of the Agreement. These components are excluded from SAP support services.

**5.2.** The Cloud Service includes the SAP Contact Center Embedded Communications Framework, which provides functionality such as task routing in the form of javascript widgets. Customer can embed these widgets at its own cost into any HTML5 host application to utilize Cloud Service functionality. Embedded widgets call the javascript widgets that reside on the Cloud Service servers. On termination or expiration of the Agreement, Customer can retain any user interface developed using widgets. The widgets, however, will not be available from the Cloud Service servers once the Agreement is terminated.

## **5.3. Telecommunications Regulation.**

**5.3.1.** In supplying the Cloud Service, SAP may be subject to certain laws and regulations relating to telecommunications services and/or electronic communications services. Customer shall not use or access the Cloud Service and shall not permit Authorized Users or any other person to use or access the Cloud Service other than in the countries listed in the Documentation (the "Whitelist").

**5.3.2.** SAP shall provide the Cloud Service in the countries detailed in the Whitelist provided that SAP is able to maintain the necessary licenses, permissions, ministerial determinations, directions and declarations and/or other governmental approvals. SAP shall be free to add or remove countries to or from the Whitelist and will provide as much advance notice as possible regarding the removal of any country from the Whitelist. SAP shall have no obligation to provide the Cloud Service in a particular country or countries, subject to the Continuous Modification terms of the GTC.