

## **SAP Event Ticketing 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 Event Ticketing (the “Cloud Service”) and not any other SAP product or service.

### **1. USE OF THE CLOUD SERVICE**

**1.1** Customer can access the Cloud Service by either using the provided Web desktop or activating the Web Service interface made available with the Cloud Service. . SAP reserves the right to monitor the use of the Web Service interface and shall be permitted to limit or prevent the use of the Cloud Service if necessary to avoid an actual or imminent risk to the SAP network, to SAP's IT security, or to service levels. Any suspension or termination of access to the Web Service interface does not affect access to the Cloud Service by means of the Web desktop.

**1.2** The Cloud Service does not contain country-specific functionality to support use in all countries. Country-specific versions of the Cloud Service are set forth in the Documentation.

**1.3** There are two (2) different versions that Customer can subscribe to in conjunction with its subscription to the Cloud Service – **SAP Event Ticketing** and **SAP Event Ticketing PRO**. Unless provided otherwise herein, this Supplement shall apply to both versions.

**1.4** SAP will provision a client in a multitenant system. With SAP Event Ticketing PRO, Customer will receive a dedicated system (single-tenant). Customer must set up and administer its own sub-clients.

**1.5** Customers may request one test tenant. The Customer is entitled to utilize such test tenant for non-productive testing and evaluation.

### **2. FEES.**

**2.1** The Order Form shall spell out Customer's applicable minimum Usage Metric quantity.

**2.2** The total fee amount is the price per ticket per year specified in the Order Form, multiplied by the number of tickets booked for which a fee is payable. SAP will invoice and Customer shall pay the total fee amount for a full calendar month in the following month. SAP shall send Customer 1) a list of the actual tickets booked and 2) a summary of the number of canceled tickets and complimentary tickets. At the end of the contract year SAP will calculate the total number of tickets booked for which a fee is payable. If Customer did not reach the minimum Usage Metric quantity defined in the Order Form, SAP will invoice and Customer shall pay the difference between the actual quantity of tickets booked and the minimum quantity in the Order Form.

**2.3** No fees are payable for reservations; fees are payable at the point when a ticket reservation becomes a ticket booking. No fees are payable on cancelled tickets or on any type of complimentary ticket up to the limit defined in the Order Form (absolute number or a percentage of the total number of booked tickets in each contract year). The agreed fee is payable for all complimentary tickets and canceled tickets above this limit.

### **3. SUPPORT.**

Event Ticketing shall be subject to the “SAP Enterprise Support, cloud edition”. If Customer subscribes to SAP Event Ticketing PRO in an Order Form, SAP shall provide the “SAP Preferred Care” offering.

### **4. ADDITIONAL TERMS**

**4.1 Content Storage.** The Cloud Service includes storage capacity for logos, interactive seat maps and seating plans. SAP Event Ticketing Standard includes a maximum of 250 megabytes of disk storage capacity. SAP Event Ticketing PRO includes a maximum of 25 gigabytes of disk storage capacity. If Customer exceeds the maximum disk storage capacity, Customer may request additional storage capacity from SAP at no additional cost.

**4.2 Third Party Services.** The Cloud Service can be integrated with third-party credit card processing services or other services, such as online booking services. Customer is responsible for any

agreements with such third parties on access and use of their services, and should the third party no longer provide the service or the service becomes unavailable. SAP informs Customer of the settings required to enable Customer to use such third-party services. The configuration and activation of any third-party services are not part of the Cloud Service but subject to the terms and conditions of the third party.

#### **4.3 Data Protection**

**(a) Privacy Policy.** Customer shall maintain a consumer-facing privacy policy applicable to consumers that purchase tickets from Customer's Web page. Customer's consumer-facing privacy policy shall provide for the following:

- (i) description of the processing of data in the Cloud Service, including SAP's role (or generally the role of subprocessors)
- (ii) a provision stating that third party cookies may be placed by service providers or other third parties on Customer's website(s);
- (iii) a provision stating that Customer may share anonymous/aggregate information with third parties, such as SAP, for the purpose of providing the Cloud Service.

#### **(b) Data Controller to Data Processor Agreement**

The Data Privacy and Security – Data Controller to Data Processor Agreement published at <http://www.sap.com/corporate-en/about/our-company/policies/data-privacy-and-security/index.html>, is incorporated by reference, and shall apply with the following modifications:

- (i) SAP does not provide for any certification or audit report for SAP Event Ticketing specifically but has implemented controls that are certified for the data center. All then-current certifications (describing the applicable scope in each certificate) are available to customers at the SAP Marketplace: <http://service.sap.com/certificates>.
- (ii) The terms addressing "Backup and recovery;" and "Regular external audits to prove security measures" do not apply to the Cloud Service.
- (iii) Notwithstanding anything to the contrary in the Agreement, Customer Data (except for passwords) are not encrypted in the Cloud Service.