

FIELDGLASS CLOUD SERVICE - SUPPLEMENTAL TERMS AND CONDITIONS

Customer has executed an Order Form for the purchase of certain Fieldglass Cloud Services (the “Service”) and/or Consulting Services referencing these Supplemental Terms and Conditions (“Supplement”), each a part of the Agreement as defined in the Order Form. This Supplement and any modifications to the GTC made herein apply solely to the Service and/or Consulting Services and not to any other SAP product or service.

1. Technical Support. SAP Fieldglass will make a customer support team (“Helpdesk”) available to provide Technical Support to Authorized Users via telephone, email or a web form or through such other medium as communicated by SAP Fieldglass. SAP Fieldglass will use commercially reasonable efforts to make Helpdesk available (i) 24 hours per day, seven days per week, 365 days per year if the Service is hosted in U.S. data centers; or (ii) 7AM – 7PM Central European Time (summer time observed), Monday thru Friday, if the Service is hosted in E.U. data centers (each timeframe respectively, the “Helpdesk Hours”). Customer shall work with SAP Fieldglass to resolve cases by providing reasonable assistance and resources to validate, replicate, and investigate the issues (“Customer Assistance”). Technical Support cases submitted to the Helpdesk during the applicable Helpdesk Hours are prioritized per the following priority definitions and subject to the associated response level and target as follows:

Priority	Definition	Response Level*	Target	Credit
Level 1	The production version is not accessible during typical usage and no workaround is available or issues that materially affect data integrity or breach of security, as reasonably determined by SAP Fieldglass.	<u>Initial Response:</u> Two (2) hours <u>Resolution Target:</u> Within four (4) hours determine (i) a resolution, (ii) workaround, or (iii) action plan.	100%	1%
Level 2	Major functionality loss within the production version materially limiting business operations, and no workaround is available.	<u>Initial Response:</u> Four (4) hours <u>Resolution Target:</u> A solution will be deployed during the next open Maintenance Window after the quality assurance team has approved the solution.	100%	
Level 3	Minor functionality loss within the production version not significantly limiting business operations with a workaround available.	<u>Initial Response:</u> One (1) business day <u>Resolution Target:</u> If necessary, a solution will be deployed during the next open Maintenance Window after the quality assurance team has approved the solution.	100%	

*Initial Response time begins once the case is logged by Helpdesk. Cases are not subject to a resolution timeframe.

- a. If SAP Fieldglass fails to achieve its target Technical Support service level, Customer may be entitled to receive a credit equal to a percentage, as identified in the table above, of the Transaction Fees paid by Customer for the applicable monthly monitoring period (“Support Credit”). No Support Credit shall be due to the extent a target is not met as a result of causes beyond the reasonable control of SAP Fieldglass or Customer’s (i) negligence; (ii) failure to provide Customer Assistance; or (iii) misuse or use of the Service other than as specified in Documentation or technical guides.
- b. The following service requests or similar requests are not within the scope of Technical Support and should be directed to Customer’s assigned account services team: (i) training with a Helpdesk representative; (ii) assistance in developing or changing Customer’s specific configuration; (iii)

requests to rename buttons, improve grammar, or correct spelling; or (iv) requests for information, inquiries about Service usage, or capabilities.

2. **System Availability.** SAP Fieldglass warrants at least ninety-nine percent (99%) System Availability over any calendar month if the Service is hosted in U.S. data centers or ninety-six and seven tenths percent (96.7%) System Availability over a calendar month if the Service is hosted out of E.U. data centers. "System Availability" means the average percentage of total time during which the production version of the Service is available to Customer during a calendar month, excluding (i) maintenance windows; (ii) delays caused by systems outside of the Service, including, but not limited to, Customer's networks and equipment, or delays otherwise beyond the reasonable control of SAP Fieldglass; and (iii) inaccessibility due to Customer's requests or where Customer approved the same in advance. Should SAP Fieldglass breach the System Availability warranty, Customer may be entitled to receive a credit equal to two percent (2%) of its Transaction Fees for the Service for that month for each one percent (1%) (or portion thereof) by which SAP Fieldglass fails to achieve such level, up to one hundred percent (100%) of the fees for such month ("Availability Credit").
3. **Service Credit.** The Support or Availability Credit shall be Customer's sole and exclusive remedy for any failure by SAP Fieldglass to meet the Technical Support targets or breach of the System Availability warranty. Service Credit claims must be made in good faith and by submitting a case within ten (10) business days after the end of the relevant period.
4. **Contractor Terms.** In order to interact with Customer via the Service, Contractors may be required to: (i) enter into an agreement with SAP Fieldglass prior to accessing the Service; (ii) register and accept the applicable website terms of use; and/or (iii) become enabled, subject to the applicable terms of use, on the applicable regional network designated by SAP Fieldglass for routing documents between Customer and Contractors. "Contractor" means a worker or agency engaged by Customer through the Service.
5. **Data Restrictions.** Customer shall not enter into the Service: (i) government identification numbers or financial account numbers associated with individual persons (e.g. social-security numbers, driver's license numbers, or personal credit card or banking account numbers); (ii) medical records or health care information associated with individuals; (iii) information regulated under the International Traffic in Arms Regulations; and (iv) without the express prior written consent of SAP Fieldglass, technical data restricted under U.S. or German law for export purposes (other than such non-classified data controlled under U.S. EAR99 ECCN or equivalent).
6. **Hosted Environments.** Customer, on behalf of itself and its Affiliates, acknowledges and agrees: (i) Customer and such Affiliate(s) may have access to each other's data entered into a single shared tenant in the Service; and (ii) Customer Data entered into the version of the Service hosted in U.S. data centers cannot be transferred to or otherwise combined, shared, or aggregated with Customer Data entered into the version of the Service hosted in E.U. data centers, or vice-versa.