

SAP Health Engagement 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 Health Engagement (the “Cloud Service”) and not to any other SAP product or service.

1. USE OF THE CLOUD SERVICE

1.1. The Cloud Service allows use by health consumers of a Customer-created mobile application to transmit health data (health parameters) to the hosted portion of the Cloud Service, which runs on SAP HANA Cloud Platform.

1.2. SAP provides development tools for iOS and Android (SDK), depending on the applicable mobile operating system, which Customer can use to create a Customer-branded mobile application to distribute to health consumers via third-party mobile application stores. Customer can download the SDK from SAP Service Marketplace. The terms governing the SDK are set forth in **Attachment 1** to the Supplement. Since the SDK is not hosted by SAP, but only available for download by Customer, the System Availability SLA applicable to the Cloud Service does not apply to the SDK files.

1.3. The Cloud Service includes a portal for access by health staff (doctors and call centers) to allow health staff to obtain an overview of data entered by health consumers.

1.4. The Cloud Service also includes an administrative and analytical application hosted by SAP for Customer to monitor data in order to ascertain the effectiveness and efficiency of its health improvement/prevention programs.

1.5. Customer is solely responsible for the use of the Cloud Service by health consumers and health staff. All health staff and health consumers accessing the Cloud Service through the portal or mobile application are deemed Authorized Users as defined in the GTC, and Customer will ensure that each Authorized User complies with the terms of the Agreement. Customer is responsible for ensuring all health consumer data is accurate, complete and adequate for Customer’s purposes.

2. FEES

2.1. Usage Metric. Fees for the Cloud Service are monthly fees based on the Usage Metric of Active Users. An Active User is an individual recording at least one medical parameter in the Cloud Service in a given calendar quarter using a mobile application or portal. If a health consumer is enrolled in more than one program of Customer, the individual is counted as a separate Active User for each program.

2.2. Packages. The base subscription fee package includes 1,000 Active Users – subscriptions for additional Active Users are available in blocks of 10,000 Active Users. The base package and each add-on package of Active Users includes the SAP HANA Cloud Platform resources and services set forth in the table below. Definitions of the Usage Metrics and descriptions for these SAP HANA Cloud Platform resources and services are set forth in the SAP HANA Cloud Platform Supplemental Terms and Conditions located at

<http://go.sap.com/about/agreements.html?error=403&404%3bhttp://www.sap.com:80/company/legal/index.ep> (also available from SAP upon request).

Resource/Service	Edition/Usage Metric Description	Base Package	Additional Active Users Package
SAP Health Engagement	Active Users	1,000	10,000
HANA Cloud Platform, SAP HANA Service, HANA base edition	128 GB edition	1	N/A
HANA Cloud Platform, SAP HANA Service, base edition	32 GB edition	N/A	1
HANA Cloud Platform, SAP HANA Service, non-productive use	32 GB edition	1	N/A
SAP HANA Cloud Platform, Java server	Professional	4	2
SAP HANA Cloud Platform, portal service	Site visits / month	2,000	20,000
SAP HANA Cloud Platform, portal service - administrator	Users/year	1	N/A
SAP HANA Cloud Platform, identity management	Logon Requests	unlimited	unlimited
Unstructured Storage	GB	50GB	300GB

3. PACKAGED SAP PRODUCTS. The following terms apply to SAP products/components included with the Cloud Service. Unless otherwise noted, use of the packaged SAP products/components is limited to use in connection with the Cloud Service.

3.1. HANA Cloud Platform, SAP HANA Service, non-production. Use of HANA Cloud Platform, SAP HANA Service, non-production is limited to non-production testing of mobile applications created by Customer for use with the Cloud Service.

3.2. SAP HANA Cloud Platform, identity management. SAP HANA Cloud Platform, identity management may only be used for Active User authentication for the Cloud Service and may not be used with any other SAP or third-party product even if technically possible.

3.3. SAP Fiori Launchpad. Customer may use the SAP Fiori Launchpad only to launch mobile user interface UI5 applications in conjunction with the Cloud Service.

3.4. SAP HANA Cloud Platform, portal service. Customer may use the SAP HANA Cloud Platform, portal service only to create a portal for access by Active Users participating in a Customer program in conjunction with the Cloud Service.

4. ADDITIONAL TERMS

4.1. Compliance. The Cloud Service is intended for use in health program management only. It is not intended to be used as a medical device for diagnostic or therapeutic purposes. In particular and without limitation, the Cloud Service is not intended to serve for (i) the detection, prevention, surveillance, treatment or relief of diseases or (ii) the examination, substitution or change of the anatomical structure or a physiological process of a human being.

4.2. Medical Device Regulation. In the event Customer uses the SDK to build mobile applications, Customer is solely responsible for complying with all regulatory laws and rules applying to such mobile applications, including but not limited to the laws on medical devices and licensing and professional practice requirements. If Customer is subject to EU laws, Customer will not use the SDK to develop medical devices of class 2 and above as defined in Medical Device Directive 93/42/EEC.

4.3. Data Security. SAP provides encryption of data transmitted between the mobile application and the hosted portion of the Cloud Service, however data stored on the hosted portion of the Cloud Service is not encrypted by default, but can be encrypted on the database level on Customer request via a support ticket on the database level.

4.4. Consent. Customer is responsible for obtaining the consent of each health consumer for use of the health consumer data by Customer and health staff using the functions of the Cloud Service.

4.5. Data Access. Customer can access Customer Data anytime during the subscription term through the documented functionality of the Cloud Service. No access to raw data submitted by health consumers is otherwise possible by Customer.

4.6. U.S. Customers. If Customer is located in the United States or is collecting or transmitting data from individuals located within the United States, Customer must execute a Business Associate Agreement in the form provided by SAP prior to accessing or otherwise utilizing the Cloud Service.

Attachment 1
To
SAP Health Engagement
Supplemental Terms and Conditions
SAP Health Engagement Mobile SDK
Developer Terms

1. LICENSED MATERIALS. The following SDK is delivered to Customer pursuant to these Developer Terms for download via SAP Service Marketplace:

SDK for SAP Health Engagement ("SDK")

With respect to the SDK for Health Engagement, in the event of any conflict between the terms of this Attachment 1 and the terms of the Supplement, GTC or Order Form, the terms of this Attachment 1 shall control.

2. DEFINITIONS:

"Custom Mobile Applications" shall mean mobile applications developed by Customer using the SDK for use in conjunction with the Cloud Service.

"Distributable Files" are those libraries within the SDK that are identified in the SDK services documentation as being useable during the execution of any mobile application developed using the SDK.

"SDK for SAP Health Engagement" or "SDK" shall mean the distributable files and Tools provided under this Attachment 1 to develop a Custom Mobile Application. The use of the SDK is restricted to use with the Cloud Service.

"Tools" are the APIs, data integration connectors, and other software developer tools which aid in the development of user interfaces and mobile business objects which are made available to Customer as part of the SDK and which are used to create Custom Mobile Applications.

3. LICENSE GRANT AND RESTRICTIONS:

3.1 During the term of the Agreement, Customer may access the Tools, and use the Tools solely for purposes of developing, testing, and demonstrating Custom Mobile Applications, but, Customer may not access or use the Tools for the purposes of demonstrating the Tools. Additionally, Customer may not use the Tools for non-development purposes. The Custom Mobile Applications have to be developed in a way that they do not: (i) unreasonably impair, degrade or reduce the performance or security of any SAP software applications, services, or related technology; or (ii) enable the bypassing or circumventing of any SAP license restrictions and/or provide any third party with access to the Cloud Service or other SAP products to which such third party is not licensed or otherwise entitled. In exchange for the right to develop Custom Mobile Applications under these Developer Terms, Customer covenants not to assert any intellectual property rights in Custom Mobile Applications created by Customer against any SAP product, service, or future SAP development.

3.2 **DISTRIBUTABLE FILES:** SAP grants Customer a non-exclusive license to reproduce and distribute the Distributable Files solely in conjunction with Custom Mobile Applications that Customer develops using the Tools under these Developer Terms.

4. OWNERSHIP OF TOOLS AND CUSTOM PLATFORM APPLICATIONS: Subject to SAP's ownership of the Tools, Distributable Files and the Cloud Service, the ownership of any Custom Mobile Applications Customer develop under these Developer Terms shall vest in Customer. Nothing in these Developer Terms shall in any way convey to Customer any further rights or title in or to the Cloud Service.

5. DOWNLOADS: Where Customer downloads the Tools to Customer's on-premise development environment to enable Customer to develop, test, and copy, the Custom Mobile Applications resulting from Customer use of the Tools, this remains Customer's sole responsibility and SAP shall assume no

responsibility or liability of any kind which arises out of or results from Customer's download of the Tools, or of any use of any Custom Mobile Applications. Customer is responsible for maintaining the security of all Tools it downloads, and shall use reasonable security measures to prevent unauthorized use or disclosure. Upon termination of the Agreement, Customer shall delete or destroy all copies of the Tools and, upon SAP's request, provide written certification of such deletion or destruction.