

## **SAP Hybris Service Engagement Center 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 Hybris Service Engagement 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 a cloud-based customer service solution, including customer interaction, transaction and data management, and multi-channel communications, for example, chat, videochat and voice;
  - 1.2.** monitor customer interaction history and metrics using reporting tools; and
  - 1.3.** use reporting tools to obtain management insight.
  
- 2. CONNECTIVITY TO THE CLOUD SERVICE**
  - 2.1.** Where Customer chooses Voice Channel services it shall 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.
  - 2.2.** 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 per month. Users are individuals who are authorized to access or use the Cloud Service.
  
- 4. CUSTOMER DATA.**
  - 4.1. Customer Obligations/Responsibilities.** 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.** SAP shall provide a "snap-shot" of Customer Data in the database of Customer's Cloud Solution upon request of Customer.
  
- 5. ADDITIONAL TERMS**
  - 5.1. Telecommunications Regulation.**
    - (a)** 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 Users or any other person to use or access the Cloud Service other than in the countries listed in the Documentation (the "Whitelist").
    - (b)** 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 Modification terms of the GTC.
  - 5.2 Geographic Restrictions.** Use of the Cloud Service is limited to use by entities located in the United States of America. In addition, the Cloud Service: (i) shall not be used by the Customer or its users outside of the United States; (ii) shall not be used on equipment situated or accessed

within the countries of the European Union (“EU”); (iii) shall not be used to process data in the EU; (iv) and shall not be used for the processing data of EU residents.

**5.3 Data Processing Agreement.** The Data Processing Agreement for SAP Cloud Services referred to in the Order Form does not apply to the Cloud Service. Customer may not upload any personal health data to the Cloud Service.