

SAP Jam Communities 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 Jam Communities (the "Cloud Service") and not any other SAP product or service.

1. Cloud Service.

1.1 The Cloud Service may be used by Customer in support of its and its Affiliates' e-commerce business operations including access to Application User Interfaces (APIs) and interface widgets made available as part of the Cloud Service. The Cloud Service does not include any Customer-specific modifications or additions required to conform the Cloud Service to Customer's e-commerce platform user interface.

1.2 Subject to Section 3 of this Supplement, Customer may connect e-commerce platform applications provided by Customer to APIs made available as part of the Cloud Service. Any end user accessing or sending data via a Cloud Service API, directly or through a Customer application, is deemed an Authorized User as defined in the GTC.

1.3 Customer's end user customers are not permitted to directly access the Cloud Service to perform administrative tasks. Customer's end user customers may only post and view text and other content ("User Content") in the user interface portion of the Cloud Service, or in user interface components embedded in Customer e-commerce applications that are connected by Customer to the Cloud Service via Cloud Service APIs.

1.4 Each subscription to the Cloud Service includes one production tenant and one test tenant. The test tenant may only be used for non-production testing and may not be used to process or store personal data.

2. Fees. The Usage Metric for the Cloud Service is page views per month. Page views per month means the total cumulative number of: (1) single views of a mobile or browser application, or web page of an internet site, via screen views, screen states, mobile web pages, embedded user interface components and (2) JSP page requests, Ajax requests, REST service requests, SOAP service requests, or other application server requests through the Cloud Service. The subscription includes 500GB of data storage per month. Customer may expand its subscription with additional storage for additional fees.

3. Additional Terms.

3.1. User Content shall be considered Customer Data for purposes of this Supplement. If SAP is notified by an end user customer or an owner of User Content that the User Content allegedly infringes its rights, SAP may investigate the allegation (including by consulting with Customer) and determine in good faith and in its reasonable discretion whether to remove the User Content, which it may do after providing Customer with prior notice regarding such removal within a reasonable time in light of the circumstances. SAP has no obligation to monitor User Content and interactions between end user customers or Customer and its end user customers. Customer shall take down any and all User Content of which it becomes aware that is infringing in a prompt manner or promptly notify SAP to do so.

3.2. 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 legally necessary information to tell end users how the Cloud Service collects, stores, uses, displays, shares or transfers a user's data. Customer shall at all times handle and use end customer data in accordance with such policy

3.3. User Content includes text entered by Customer's end user customers. Such User Content will be visible to other end user customers and the general public accessing the user interface of the Cloud Service. As such, SAP has no obligation to maintain the privacy and confidentiality of such user Content entered by end user customers. Each end user customer can request deletion of its account, in which case the text entered by the end user customer will remain in the Cloud Service and be visible to other end user customers and the general public, however the identifying information on the end user customer's account will no longer be associated with such end user customer's text entries.

3.4. Cloud Service APIs

3.4.1. The Cloud Service APIs must not be used to: (i) unreasonably impair, degrade or reduce the performance or security of the Cloud Service; (ii) enable the bypassing or circumventing of SAP use restrictions and/or provide users with access to Cloud Service to which such users are not directly authorized; or (iii) permit mass data or metadata extraction from the Cloud Service to non-SAP software, including use, modification, saving or other processing of such data in the non-SAP software.

3.4.2. Cloud Service APIs are subject to ongoing changes by SAP, subject to the terms of the GTC governing changes to the Cloud Service. It is Customer's responsibility to adapt the Customer application to such changes to Cloud Service APIs.

3.4.3. Customer is responsible for configuring applications and interfaces it uses in connection with the Cloud Service to ensure the proper integration with the Cloud Service APIs, using the API Documentation provided by SAP.

3.4.4. SAP is not responsible for any defect or malfunction in the Cloud Service caused by use of the APIs not permitted in this Agreement.