

SAP Knowledge Central by MindTouch Supplemental Terms and Conditions

SAP and Customer have entered into an agreement for the purchase of certain SAP products and services ("Agreement") pursuant to which Customer is purchasing SAP Knowledge Central by MindTouch (the "Service"). SAP Knowledge Central by MindTouch is deemed part of the Service (as defined in the General Terms and Conditions for SAP Cloud Services) and is provided under the terms and conditions of the Agreement. The Agreement includes an Order Form, the General Terms and Conditions for SAP Cloud Services, these supplemental terms and conditions (the "Supplement") and any Schedules referenced by those documents. This Supplement and any modifications to the Agreement made herein apply solely to SAP Knowledge Central by MindTouch and not to any other SAP product or service.

1. Pricing. Customer must purchase a user subscription for each Named User accessing the Service as a contact center agent or in a similar role, in addition to paying an annual base fee. In addition, Customer must purchase blocks of external service calls on a per year basis for external users making calls from the external user's web browser to a web server operated by Customer (including, without limitation, page access and document downloads).

2. Personal Data. The Service is not intended to be used to store or process any personal data. As such, Customer may not transmit any personal data to nor store any personal data in the Service. Personal data means any information relating to an identified or identifiable natural or legal person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person's physical, physiological, mental, economic, cultural or social identity.

3. Security/Data Protection. The document entitled "**Data Privacy and Security**" attached to or referenced in the Order Form shall not apply to the Service. SAP undertakes to Customer that it has taken and will, on a continuing basis, take appropriate technical and organizational measures to keep Customer Data secure and protect it against unauthorized or unlawful processing and accidental loss, destruction or damage.

4. Maintenance Windows

SAP can use the following maintenance windows for planned downtimes:

	Maintenance Windows
Regular Maintenance Windows	SAP may use one of the following maintenance window options: (1) Tuesday and Thursday from 2 a.m. to 4 a.m. Local Time (*); or (2) Saturday from 2 a.m. to 6 a.m. Local Time (*).
Major Upgrades	Up to 4 times per year from Friday 10 p.m. to Saturday 10 p.m. Local Time (*). SAP will inform Customer in due time in advance (either by email or by any other electronic means).
(*) Local Time	UTC-4, Americas (summer); UTC-5, Americas (EST winter) UTC+2, Europe (summer); UTC+3, Europe (CET winter) UTC+8, APJ

5. Data Retention. When Customer deletes Customer Data from within the Service, the Customer Data is deleted from the production system, however it is retained in encrypted backups. Backups are retained for 12 months. When this Agreement terminates or expires, Customer can request a data download in SQL Server format with repository files (graphics, templates, etc.) in zip format. Customer Data is not retained in the production system but is retained in encrypted backups for 12 months after termination or expiration of the Agreement.

6. Support. SAP will provide support for the Service in accordance with the terms of **Attachment 1** to this Supplement.

**Attachment 1 to
Supplemental Terms for
SAP Knowledge Central by MindTouch**

Support Terms

This document ("Support Services Document") describes the support services provided by SAP for SAP Knowledge Central by MindTouch.

1. Applicability

This Support Services Document governs the provision of support and maintenance services by SAP to Customer for the Service.

2. Support Services

Support for Malfunctions

SAP will offer support for all malfunctions related to the Service (each an "Incident"). Support for custom applications is not included. Incidents have to be reported by Customer via the SAP Service Marketplace (or any other support channel introduced by SAP). In the event that SAP must access any of Customer's systems remotely, e.g. via application sharing, Customer hereby grants to SAP the permission for such remote access. The following Incident priorities shall apply:

Incident Priorities	Definition	Support Availability	Support Language	Initial Response Time
Very High	The problem has very serious consequences for major business transactions and urgent work cannot be performed. The Incident requires immediate attention because the malfunction can cause serious losses.	24 hours x 7 days a week	English	SAP initial response within 1 hour of confirmation.* SAP will attempt to contact customer within the initial response time to clarify business impact and initiate resolution process.
High	A business transaction does not work and necessary tasks cannot be performed. The Incident requires prompt attention because the malfunction can disrupt the entire productive business flow.	8:00 a.m. to 6:00 p.m. Local Time**		SAP initial response within 2 hours of confirmation.* SAP will attempt to contact customer within the initial response time to clarify business impact and initiate resolution process.

Medium	A business transaction does not work as expected with minor consequences for the productive operation.			SAP initial response within 8 days of confirmation.* SAP will attempt to contact customer to clarify business impact and evaluate incident.
Low	The malfunction has only few or no effects on business transactions.			SAP initial response within 16 days of confirmation.* SAP will attempt to contact customer to clarify business impact and evaluate incident.

*Incident receipt at SAP will be confirmed via SAP incident management system for all online submitted incidents.

** Local Time means the time zone where the closest SAP office is located.

3. Customer Obligations/Preconditions

As a precondition to receive the support services as described in Section 2 above, Customer shall fulfill the following obligations:

Key Users

Customer shall identify at least one English-speaking Named User as a "Key User". The Key User is responsible for managing all business related tasks of the Service related to Customer's business, such as:

- (i) Support end users and manage their Incidents. This includes searching for known solutions in available documentation and liaising with SAP support in the event of new problems
- (ii) Manage background jobs and the distribution of business tasks across users;
- (iii) Manage and monitor connections to Customer's third party systems (if available), such as e-mail, fax, printers;
- (iv) Support the potential adaptation of the Service.

Exploration of self-help tools

In case of Incidents, Customer shall make reasonable effort to explore self-help tools to find already documented solutions.