

**SAP Precision Marketing
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 Precision Marketing. SAP Precision Marketing 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 Condition 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 Precision Marketing and not to any other SAP product or service.

1. Connections to the Service

Individuals seeking information about Customer's products may access the Service through a device application or through another type of digital interface (including interactive point of sale systems). Customer acknowledges that such digital interfaces are not part of the Service and Customer is responsible for making such digital interfaces available to such individuals.

2. Metrics

- (a) **Active User** - An Active User means an individual that launches a device application that accesses the Service any time during a 90 day period. Active Users are calculated based on the highest number of Active Users in any of the four consecutive 90 day periods during a subscription year, beginning on the Order Form Effective Date and each anniversary of the Order Form Effective Date, if applicable.
- (b) **Offer Action** - An Offer Action takes place when an Active User obtains an offer from Customer via a device and evidences an intent to take some action on the offer prior to actual redemption of the offer by invoking an operation of the Active User's device application that initiates a specific API call to the Service. Offer Actions are calculated based on the cumulative number of Offer Actions that take place per subscription year beginning on the Order Form Effective Date and each anniversary of the Order Form Effective Date, if applicable.

3. Storage/Bandwidth

- (a) SAP will provide up to 20 gigabytes of total storage space to Customer as part of its subscription to the Service. In the event the storage limit is exceeded by Customer, SAP may offer additional storage as a value-added service to Customer. Pricing is available from Customer's SAP sales representative on request. SAP reserves the right to revise such storage prices annually. SAP reserves the right to modify its general practices and limits relating to storage upon prior written notice.
- (b) The Service includes bandwidth of 50 Mb/s per 100,000 Active Users. Use in excess of these amounts may result in delays in operation of the Service, and SAP shall have no liability for service levels or warranty obligations in the event of such excess usage.

4. Consumer Data

Consumer Data means data collected from or submitted by individuals accessing the Service via a device application or other digital interface, and transaction log data collected by the Service showing the purchase activity of such individuals. Consumer Data may include, without limitation, consumer preferences, buying habits and patterns, purchase locations, and other consumer behavior information. Customer agrees that SAP is free to use the Consumer Data for purposes of operating the Service, and to collect, store, analyze, process, display and distribute the Consumer Data in anonymized form as part of or independent of the Service during the term of the Order Form and thereafter without any obligation to compensate Customer or any other person or entity. Customer hereby represents and warrants that it has in place with each individual utilizing or interacting with the Service all necessary and legally compliant privacy policies regarding the collection and use of Consumer Data, and has obtained from each such individual all legally required consents for SAP to use the Consumer Data as described in this Section 4. Consumer Data shall be deemed to be Customer Data.

5. Support. Only SAP Standard Cloud Support is available for the Service.

6. Maintenance Windows. SAP can use the following maintenance windows for planned downtimes:

Maintenance Windows	
Regular Maintenance Windows	Bi-weekly, Wednesday morning 4:00AM to 6:00 AM CET.
Major Upgrades	Up to 4 times per year from Friday 10 pm to Monday 3 am <u>Coordinated Universal Time(*)</u> . SAP will inform Customer in due time in advance (either by email or by any other electronic means)

(*) Coordinated Universal Time	UTC -5 America UTC +2 Europe UTC +8 APA
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7. Interfaces. The Service includes APIs to access the Service from device applications and other digital interfaces in accordance with the Agreement (including this Supplement) and to the extent supported by SAP. The use of APIs is subject to the terms of **Attachment 1**.

8. Google Maps. In case the Service accesses the Google Mobile Maps Service ("GMM Service") through a Google Maps API, Customer's use of the GMM Service is subject to Google's Terms of Use which are set forth on: http://www.google.com/intl/en_ALL/help/terms_maps.html. If Customer does not accept such Google Terms of Use, including, but not limited to, all limitations and restrictions therein, Customer may not use the GMM Service with the Service. Customer acknowledges and agrees that use of the GMM Service in or through the Service will constitute Customer's acceptance of Google's Terms of Use. Customer's usage of GMM Service within the Service can be terminated by SAP at any time. In such event, SAP is not required to provide an equivalent service via another provider. Customer is not entitled to seek any damages as a result.

Attachment 1
To
SAP Precision Marketing
Supplemental Terms and Conditions
API Use Terms

In order to connect devices and applications with the Service ("Customer Solutions") as permitted by the Agreement, Customer may connect the Service to Customer Solutions via APIs provided with the Service. Any such connections are subject to the following conditions:

- i. The APIs must not be used to: (i) unreasonably impair, degrade or reduce the performance or security of the Service; (ii) enable the bypassing or circumventing of SAP license restrictions and/or provide Named Users with access to Service to which such Named Users are not directly licensed; (iii) render or provide, without written consent from SAP, any information concerning SAP software license terms, SAP software, or any other information related to SAP products, or (iv) permit mass data or metadata extraction from SAP software to non-SAP software, including use, modification, saving or other processing of such data in the non-SAP software.
- ii. APIs are subject to ongoing changes. It is Customer's responsibility to adapt the Customer Solutions to such changes to APIs.
- iii. SAP is not responsible for any defect or malfunction in the Service caused by use of the APIs except as permitted in this Supplement.