

SAP Predictive Maintenance and Service cloud edition 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 Predictive Maintenance and Service cloud edition (the “Cloud Service”) and not to any other SAP product or service.

1. THE CLOUD SERVICE

- 1.1** The Cloud Service requires either an SAP solution or third-party solution to send data from Active Machines (defined below) to the Cloud Service. Fees for the Cloud Service do not include use rights for such data transmission solution or the integration of the Cloud Service with such solution.
- 1.2** Customer may provide access to the Cloud Service to individuals solely to permit such individuals to transmit data to the Cloud Service and view information about Customer’s Active Machines (“**Machine Data**”). Customer shall be solely responsible for the use of the Cloud Service by such individuals, who will be deemed Authorized Users as defined in the GTC, and Customer will ensure that each Authorized User complies with the terms of this Agreement. Customer is solely responsible for the accuracy, completeness and adequacy of the Machine Data.

2. FEES

2.1 Usage Metrics for the Cloud Service are **Active Machines, Number of Measurements and Vibration Analysis**.

- (a)** An Active Machine is a piece of equipment that is (i) connected for remote diagnostics or that is under maintenance and (ii) that is connected for advanced maintenance strategies such as condition based or predictive maintenance, and (iii) that transmits data to the Cloud Service (directly or through another SAP or third-party solution) during a calendar month or is set active (connected to the Cloud Service, directly or indirectly) during a calendar month.
- (b)** The Number of Measurements is the number of measurements from Active Machines that are stored in hot storage. Each unit of the Usage Metric “Number of Measurements” includes one billion measurements. A measurement is one data point (each with an exactness of up to six (6) digits) of a machine, including without limitation sensor measurements, machine condition measurements, and alert values. Hot storage means storage of data in the SAP HANA database portion of the Cloud Service. Customer may optionally subscribe to cold storage, which is storage of data outside of the SAP HANA database, in an initial unit of 200 billion measurements, and additional units of 1 billion measurements.
- (c)** If Customer subscribes to the Vibration Analysis function of the Cloud Service, the Usage Metric is a Vibration Analysis. Each Vibration Analysis is a unique frequency spectrum measurement stored in the Cloud Service.
- 2.2** Any piece of equipment that is not connected to the Cloud Service at any time during a calendar month and from which the according measurements are not stored within the hot storage of the Cloud Service at any time during a calendar month shall not be considered an Active Machine during such calendar month. If measurements of a piece of equipment are uploaded manually to the Cloud Service, such piece of equipment is considered an Active Machine if the manual upload is executed more than four times per calendar month.

3. ADDITIONAL TERMS

3.1 **Packaged SAP Products.**

- (a)** The following SAP cloud products are included in the subscription to the Cloud Service: SAP HANA Cloud Platform document service (unstructured storage); SAP Fiori Launchpad; SAP Smart Business; and SAP HANA Cloud Platform, Internet of Things service.
- (b)** The following terms apply to SAP products included with the Cloud Service. Unless otherwise noted, use of the packaged SAP products is limited to use in connection

with SAP Predictive Maintenance and Service cloud edition. Support and System Availability identified in the Supplemental Terms and Conditions for SAP HANA Cloud Platform supersede those stated in this Supplement and are found here: <https://hcp.sap.com/capabilities/service-description.html> which SAP will provide upon request. Each product has separate maintenance windows found in the SAP Service Level Agreement for Cloud Services found here: <http://www.sap.com/company/legal/index.epx> which SAP will provide upon request.

If not separately stated, maintenance windows and System Availability for a packaged SAP product are the same as those listed for the HANA Cloud Platform.

- 3.3 Connectors.** In addition to the hosted portion of the Cloud Service, SAP shall make available for download by Customer the SAP HANA Cloud Connector agent and the HANA IOT Connector agent (the “**Cloud Connectors**”) which may be used for integration of the Cloud Service with SAP on-premise solutions and integration with Active Machines, respectively. The use of the Cloud Connectors is limited to use with the Cloud Service and Customer may not use the Cloud Connectors for any other purpose. Customer shall utilize the most current version of the Cloud Connectors made available by SAP, and failure to use the most current version may result in diminished performance of the Cloud Service.
- 3.4 APIs.** The Cloud Service includes specific integration points to peer systems which are described in the Documentation. These integration points may be changed or deprecated by SAP upon reasonable notice to Customer, and it is Customer’s obligation to ensure that it maintains the integration with connected peer systems upon SAP’s change to or deprecation of any integration point.
- 3.5 Use of Nokia HERE.** Although the Nokia HERE service is not part of the Cloud Service, the Cloud Service may use the Nokia HERE service, and the following terms apply to any use of the Nokia HERE service with the Cloud Service:
- (a) **Restrictions.** NAVTEQ Europe B.V. (“NT”) licenses points of interest (“POI’s”) from a third party supplier. Based on restrictions imposed on NT by such supplier: POIs included in the NT data may not be used to generate sales lead information in the form of American Standard Code for Information Interchange (“ASCII”) or other text-formatted lists of category-specific business listings which (i) include complete mailing address for each business, and (ii) contain a substantial portion of such listings for a particular county, city, state, or zip code region; provided, however, that the foregoing restriction shall not include any application where mailing address or phone numbers are provided in a bit map graphical image or in another non-text format.
- (b) **U.S. Government End-Users.** If the Cloud Service is being acquired by or on behalf of the United States government or any other entity seeking or applying rights similar to those customarily claimed by the United States government, the Cloud Service is a “commercial item” as that term is defined at 48 C.F.R. (“FAR”) 2.101, is licensed in accordance with the Agreement for the Cloud Service, and each copy of the Cloud Service delivered or otherwise furnished shall be marked and embedded as appropriate with the following “Notice of Use,” and shall be treated in accordance with such Notice:

Notice of Use

Contractor (Manufacturer/ Supplier) Name: NAVTEQ

Contractor (Manufacturer/Supplier) Address: 425 W. Randolph St., Chicago, Illinois 60606

These Cloud Services are a commercial item as defined in FAR 2.101 and is subject to the Agreement under which these Cloud Services were provided.

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If the Contracting Officer, federal government agency, or any federal official refuses to use the legend provided herein, the Contracting Officer, federal government agency, or any federal official must notify NT prior to seeking additional or alternative rights in the Cloud Service.

3.6 Beta Functionality. SAP may offer and Customer may choose to accept access to functionality that is not generally available and not validated and not quality assured in accordance with SAP's standard processes ("Beta Functionality"). Beta Functionality is described as such in the Documentation and provided free of charge. SAP may require Customer to accept additional terms prior to using Beta Functionality for testing only purposes. SAP does not warrant the correctness and completeness of the Beta Functionality, and the use of any Beta Functionality is at Customer's sole risk. SAP may discontinue providing Beta Functionality at any time.