SAP Resolve
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 Resolve (the "Service"). This Supplement and any modifications to the Agreement made herein apply solely to the Service and not to any other SAP product or service.

1. **Service.** Customer must have an existing support cooperation agreement or SAP-specified partner agreement with SAP or an SAP Affiliate to subscribe to the Service. Customer may use the Service solely in conjunction with its obligations under such support cooperation agreement or SAP-specified partner agreement to provide support to joint customers of SAP entities and Customer. Customer may not use the Service for support of SAP solutions for which Customer has a license or subscription for Customer's internal business operations.

2. **Fees.** Fees for the Service are based on Incidents per year. Incidents are descriptions of a service failure or system interruption of a SAP solution. Each Incident is identified by a unique number as designated by the SAP support system. The number of Incidents are calculated per contract year for the Service. The initial subscription fee includes 2,000 Incidents per year. For any use in excess of 2,000 Incidents per year, subscriptions for additional blocks of 5,000 Incidents per year are required subject to an additional fee.

3. **Maintenance Windows**
   SAP can use the following maintenance window for planned downtimes. SAP may update these maintenance windows to the extent it generally updates them for customers of the Service, upon thirty (30) days' notice to Customer.

Maintenance Window	Third Saturday of each month, 9:00 p.m. to 11:00 p.m. Eastern Standard Time (EST =UTC-5) / Eastern Daylight Time (EDT = UTC − 4)
Major Upgrades	Up to four times per year from Friday 10:00 p.m. to Monday 3:00 a.m. Eastern Standard Time (EST =UTC-5) / Eastern Daylight Time (EDT = UTC − 4)

4. **Support.** SAP shall provide support for the Service in accordance with **Attachment 1** to this Supplement.

5. **Additional Terms**.
   (a) SAP does not retain Customer Data upon termination or expiration of the Agreement and Customer shall have no ability to retrieve Customer Data upon termination or expiration of the Agreement.
   (b) SAP makes certain APIs/pre-defined integrations available to Customer solely for integration with Customer's or a partner service desk if at least fifteen new Incidents are made available from the SAP Support System per month for four consecutive calendar months. Customer is responsible for all services required to complete such integration. In the event Customer implements an integration of the Service with a Customer or third-party solution, a single test environment will be made available to Customer which may only be used for non-productive testing of such integration.

Attachment 1
To
SAP Resolve
Supplemental Terms and Conditions
Support Services for SAP Resolve

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

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 Incidents

   SAP will offer support for all malfunctions related to the Service (each an "**Incident**"). Incidents have to be reported by Customer via the help functionality made available by SAP (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 x7 days a week	English	SAP initial response within 1 hours 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.	Monday to Friday from 8:00 am – 6:00 pm Local Time Zone**		SAP initial response within 4 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.			Reasonable response time based on the incident (usually within 4 days).* 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.			Reasonable response time based on the incident.*

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

**Local Time shall mean Customer's local time zone, depending on where the Customer is headquartered.

Software Changes

SAP will proactively apply software updates and patches during the defined maintenance windows. In case a patch needs to be applied outside a maintenance window, SAP will notify Customer in advance.

3. **Customer Obligations/Preconditions**

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

<u>Key Users</u>

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.

<u>Exploration of self-help tools</u>

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