

**SAP BusinessObjects Roambi
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 BusinessObjects Roambi (the “Cloud Service”) and not any other SAP product or service.

1. CLOUD SERVICE

The Cloud Service provides data visualization on supported device types to enable users to publish and share reports, charts, and dashboards, and includes a user interface to allow the administrator to map data from the data source to one of the supported templates.

2. FEES

The Usage Metric for the Cloud Service is Users per month. A User is an individual authorized to access the Cloud Service.

3. ADDITIONAL TERMS

3.1 SAP utilizes a third-party email service called SendGrid, Inc. to provide email functionality with the Cloud Service. If Customer uses these e-mail functions, Customer Data will be sent to SendGrid, and such Customer Data is not subject to the Agreement once it leaves SAP data centers.

3.2 Customer shall notify SAP of any Customer Affiliate located in the European Economic Area (EEA), Israel or Switzerland that will use the Cloud Service prior to such Affiliate’s use of the Cloud Service (including providing Affiliate legal name and address). SAP shall make an email address available to Customer for such notifications. Notwithstanding any other confidentiality obligations under the Agreement, SAP may disclose such Customer’s Affiliates’ full legal entity and contact details to Amazon Web Services before such Affiliates may use the Cloud Service for purposes set forth in the Addendum to Data Processing Agreement attached to or referenced in the Order Form.

3.3 The Cloud Service includes APIs that can be used to connect applications to the Cloud Service. The use of the APIs is subject to the terms in **Attachment A** to this Supplement.

Attachment A
to
Supplemental Terms for SAP BusinessObjects Roambi
API Terms

These API Terms govern access to and use of the SAP BusinessObjects Roambi API service, any SAP BusinessObjects Roambi developer webpages, documentation, API SDKs, app keys, and access tokens (collectively "**Developer Platform**"). Each individual that desires to use the APIs must register to be a registered developer ("**Registered Developer**"). Each Registered Developer will be given access to a password-protected account that allows Customer to access the areas of the Developer Platform (an "Account").

1. LICENSE GRANTS AND RESTRICTIONS

Subject to the terms and conditions of this Agreement, SAP hereby grants Customer, a limited, non-exclusive, non-transferable, non-sublicensable, license to: (1) incorporate Customer's Roambi API App (defined below) into the SAP BusinessObjects Roambi API (the "**API**") for the sole purpose of enabling the Customer's Roambi API App to access certain functionality of the Cloud Service solely through the API, and (ii) to use the Developer Platform solely in connection with such development activities.

2. YOUR APPLICATION; REQUIREMENTS AND RESTRICTIONS

2.1 Customer Applications. A "**Roambi API App**" is any application that accesses the Cloud Service through the API. Roambi API Apps must comply with the policies and requirements set forth on the SAP BusinessObjects Roambi developer website or other documentation provided by SAP, which may be modified from time-to-time.

2.2 Customer Applications; Requirements. Customer shall ensure that Customer's Roambi API Application:

- a) Is used solely in connection with Customer's internal business operations and in connection with Customer's use of the Cloud Service.
- b) Operates in a manner that is consistent with SAP's then-current rate limits for APIs, currently set at a limit of 7,500 requests, collectively, for all of developer applications applied in a rolling 24-hour window.

2.3 Developer Platform Usage.

- a) Customer is solely responsible for files, or any other information provided or transmitted by Customer or its Users accessible through the Developer Platform.
- b) SAP may limit the number of calls accepted by the API if SAP believes that the number of calls to the API may negatively impact the API or the Cloud Service.

3. OWNERSHIP AND FEEDBACK; INDEPENDENT DEVELOPMENT

3.1 Feedback. If Customer elects to provide any feedback or comments to SAP related to the Developer Platform ("**Feedback**"), all of Customer's Feedback shall be the sole and exclusive property of SAP, and SAP shall have the right to use and disclose such Feedback in any manner and for any purpose in its discretion without remuneration, compensation or attribution to Customer, provided that SAP is under no obligation to use such Feedback.

3.2 The Roambi API App must not: (i) unreasonably impair, degrade or reduce the performance or security of the SAP Cloud Service; (ii) enable the bypassing or circumventing of SAP license restrictions and/or provide users with unauthorized access to the SAP Cloud; and/or (iii) permit mass data or metadata extraction from the Cloud Service or SAP software to a non-SAP software, including use, modification, saving or other processing of such data in the non-SAP software.

4. VERSIONING AND BACKWARD COMPATIBILITY

4.1 If SAP adds functionality to an API which breaks the integration between the current API and existing API clients, SAP will publish such functionality with a new version number, so as to keep the existing API functionality backwards compatible.

4.2 If SAP adds fields to existing objects defined in an API, the version of the API will not be updated. Customer code must be able to handle new fields so that these updates do not break Customer's code. Similarly, Customer code should not depend on the order in which records are returned, unless it is explicitly stated in the API documentation. If new functionality is added to the API, SAP advise Customer via the Cloud Service developer's portal.