

**SAP U.S. Payroll Tax Calculation by BSI  
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 U.S. Payroll Tax Calculation by BSI (the “Service”). SAP U.S. Payroll Tax Calculation by BSI 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 U.S. Payroll Tax Calculation by BSI and not to any other SAP product or service.

**1. Service.**

- a. **Pricing.** Fees for the Service are based upon the Number of Employees. The Number of Employees means the total number of employees, agents, contractors, consultants, suppliers or other individuals for whom data will be processed, located, calculated or reported using the Service by or for Customer at any time during the subscription term, including employees terminated or otherwise leaving employment during a subscription term whose data is no longer stored or processed in the Service after such separation event.
- b. **Prerequisite.** A current subscription to SAP SuccessFactors Employee Central Payroll is a prerequisite to a subscription to the Service.
- c. **Limitations.** The following maximum limitations apply to Customer’s use of the Service:

Maximum Use Limitations

BSI Tax Factory				
Administrative Users	Datasets	Environments	Disk Storage	Calls Against BSI API
4	3	3	1GB	10,000,000 per 24 hours
BSI eForms Factory				
Administrative Users	Datasets	Environments	Disk Storage	Calls Against BSI API
4	N/A	3	10GB	N/A

- d. **Downloadable Component.** In addition to the hosted portion of the Service, SAP may make available for download by Customer a connector to be used to connect on-premise HCM solutions to the Service (the “Integration Component”). The use of the Integration Component is limited to use with the Service and Customer may not use the Integration Component for any other purpose. The Integration Component is part of the Service and Customer’s use is limited to use by Named Users and only for the term of the Order Form. The Integration Component may not be modified or altered in any way except by SAP. Any such modifications will negate SAP’s obligation to provide Support and void SAP’s warranty obligations under this Agreement. Customer shall utilize the most current version of the Integration Component made available by SAP, and Customer acknowledges that failure to use the most current version may result in diminished performance of the Service. Customer is solely responsible for the security of the Integration Component and is responsible for maintaining adequate security measures, including firewalls, to prevent unauthorized access to the Integration Component. Upon termination or expiration of the Order Form, Customer’s right to use the Integration Component shall cease.
- e. **Exclusions.** Customer shall be solely responsible for any inaccuracy or delay in tax calculations, payments, filings, or reports to the extent directly caused by inaccurate or corrupt Customer Data, misuse, overrides, or taxing or regulatory authorities. SAP and its licensors shall have no liability under this Agreement to any third party for any errors or delays in located taxes, errors or delays in calculations, payments, filing or reports and SAP and its licensors shall have no liability to

taxing authorities or individuals whose payroll data is processed using the Service (or a part thereof) for underpayments or non-payments, interest or penalties.

**2. Maintenance Windows**

SAP can use the following maintenance windows for planned downtimes:

		Maintenance Windows
Regular Windows	Maintenance	Saturday 12:00 a.m. to 4:00 a.m. Eastern U.S. time zone

- 3. **System Availability.** Downtime required for updates due to changed regulatory requirements shall not be counted against the System Availability SLA.
- 4. **Data Retention.** Incremental and full database back-ups occur daily. A full back-up is performed each Friday, in place of the daily incremental back-up, with the last full back-up at the end of each month retained in offsite storage for no less than one (1) year. The retention period for Customer Data is 30 days after contract termination. Customer Data will be made available in .pdf format during such period.
- 5. **Data Protection.** The SAP Data Privacy and Security Policy located here: <http://www.sap.com/corporate-en/about/our-company/policies/cloud/data-privacy-and-security-policy.html> shall not apply to the Service.
- 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 U.S. Payroll Tax Calculation by BSI  
Support Terms**

This document ("Support Services Document") describes the support services provided by SAP for SAP U.S. Payroll Tax Calculation by BSI.

**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"). 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.			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.	8:00 a.m. to 6:00 p.m. Monday-Friday - Local Office Hours**		SAP initial response within 4 hours 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 1 business day 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 office hours of the SAP registered office, taking into account public holidays.

**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". Customer must identify no more than two Key Users to SAP, and only these identified Key Users may contact SAP for support. 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.