**SAP Vehicles Network**
**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 Vehicles Network (the "Cloud Service") and not any other SAP product or service.

**1. Definitions.**

**1.1. Channel Subscriber** means an entity that has ordered either (a) one or more Transaction blocks, channel option, or (b) a SAP Vehicles Network Starter Pack, channel option.

**1.2. End User** means an individual vehicle driver, mobile app user, or a user of a web interface that is a customer of a Channel Subscriber that initiates a Transaction for Service Operator services using a mobile application or web interface provided by the Channel Subscriber.

**1.3. Point of Interest (POI) information** means information about a physical location of interest for End Users, such as but not limited to parking garages, gas stations, or location based services (LBS). POI information includes static information such as geographic coordinates (longitude and latitude), name, company, operating hours, and dynamic information such as current price for fuel, and current inventory for parking (e.g., available parking spaces), or line length.

**1.4. Point of Profit (POP) information** means POI information with additional data fields specified in the Documentation required to enable Transactions.

**1.5. Service Aggregator** means an entity that has ordered one or more Transaction blocks, aggregator option.

**1.6. Service Operator** means an entity that operates a Point of Profit where it provides services to End Users and which has a contractual relationship with a Service Aggregator to provide its services to Channel Subscribers.

**1.7. Transaction** means a business process executed via the Cloud Service with a defined start and end for a monetary value.

**2 Cloud Service.**

**2.1** Channel Subscribers and Service Aggregators can use the Cloud Service to:

(i) share Point of Profit information with Channel Subscribers (if Customer is a Service Aggregator) or Service Aggregators (if Customer is a Channel Subscriber), respectively, for which there is a contract between the Service Aggregator and the Channel Subscriber;

(ii) initiate and receive Transactions;

(iii) access Transaction reports for historic Transactions on the Cloud Service in which the Service Aggregator or Channel Subscriber was involved; and

(iv) access to the Cloud Service for test and evaluation – non production test and set-up activities. A single test tenant will be made available for these purposes.

**2.2** The Cloud Service provides a network intermediary function for payments, business transactions facilitations and integration with various business processes as described in the Documentation, including but not limited to routing and sharing consumer and vehicles contextual data between participants via standardized protocols and interfaces. SAP does not sell parking, fuel or other vehicle related services. SAP's role with regard to sharing contextual data is as the intermediary, but not a party to, Transactions related to the sharing of such data. SAP is not a party to any agreement between a Channel Subscriber and a Service Aggregator for the execution of Transactions, which agreement must be established separately between such parties.

**2.3** The Cloud Service facilitates the execution of vehicle related business transactions (e.g. parking and fueling) by Channel Subscribers with Service Aggregators who are offering such services. Channel Subscribers consume the Service Aggregator services via API calls. Service Aggregators offer their services over the Cloud Service via APIs and connectors.

**2.4** Channel Subscribers and Service Aggregators conducting Transactions each must have a subscription to use the Cloud Service. Terms in this Supplement that specify obligations or restrictions solely of Channel Subscribers are set forth in **Attachment 1** and shall only apply to Customer if Customer is a Channel Subscriber, and terms in this Supplement that specify obligations or restrictions solely of Service Aggregators are set forth in **Attachment 2** and shall only apply to Customer if Customer is a Service Aggregator.

**2.5** The following general obligations and restrictions apply to Customer (whether a Channel Subscriber or a Service Aggregator):

**2.5.1** Design, build and test of initial connectivity between back-end systems of Customer and the Cloud Service, if required, are not included in the Cloud Service fees and are subject to a separate services agreement between SAP and Customer.

**2.5.2** Channel Subscribers and Service Aggregators must each inform SAP about an agreement between them to execute Transactions so that SAP can configure the Cloud Service (which configuration is included in the fees for the Cloud Service) for the execution of such Transactions. SAP must have notification from the applicable Channel Subscriber and Service Aggregator at least 15 business days prior to executing Transactions. Such notice can be made by submitting a support ticket to SAP.

**2.5.3** POI information is not part of the Cloud Service and must be licensed separately by Customer from third-party POI content providers.

**2.5.4** SAP does not ensure that there will be a Channel Subscriber available via the Cloud Service to consume services from a Service Aggregator nor does SAP ensure that a Service Aggregator will be available via the Cloud Service to provide such services to a Channel Subscriber.

**2.5.5** SAP is not performing any function of payment processing on behalf of a Channel Subscriber or Service Aggregator. SAP is only facilitating the payment and providing the information required for financial parties to settle the payment.

**3. Fees**. The Usage Metric for the Cloud Service is the number of Transactions executed per period. A Transaction is available for use for a period of one month for SAP Vehicle Network Starter Pack, and one year for all other subscription types. Subscriptions for Transactions are in the form of Transaction blocks, which are specific to either the Channel Subscriber or the Service Aggregator for the specific type of Transaction to be completed (either a fueling or parking Transaction). Each block includes 100,000 Transactions, except for SAP Vehicle Network Starter Pack, which includes 150,000 Transactions. For each Transaction executed via the Cloud Service, both the Channel Subscriber and Service Aggregator involved must have a Transaction subscription for the applicable Transaction type. A Transaction will be counted for purposes of fees when it has the status of "complete" in the Cloud Service.

**4. Customer Data**.

**4.1 Customer Obligations/Responsibilities**.

**4.1.1** Customer Data may be hosted, transferred or stored outside the United States or the European Economic Area in order to provide the Cloud Services and SAP's other obligations under this Agreement.

**4.1.2** SAP will not host Customer's third party payment gateway (where all Transaction payments will be processed and credit card information will be stored), and Customer should not provide, nor is SAP expecting to have any access, to any Customer financial information stored on such Customer payment gateway.

**4.1.3** Customer is solely responsible for the accuracy, completeness, and timeliness of the Customer Data, and the content of the Transactions, and for any decision made or action taken by Customer, any End User, or any third party in reliance upon any Customer Data or the content of any Transactions. SAP's sole obligation in this regard is to accurately reproduce such Customer Data on Customer's instruction as provided in this Agreement.

**4.2 Customer Data Retrieval**. Except for data passed through the Cloud Service in the course of completing a Transaction, Customer may only access Customer Data from the Cloud Service during the subscription term via Transaction reports made available by SAP through the Cloud Service. Transaction information cannot be edited by Customer. In all other respects, terms regarding access to Customer Data set forth in the Agreement shall apply.

**4.3 Responsibility for Customer Data**. SAP is neither obliged nor able to edit, review or modify Customer Data, and SAP does not examine the use to which Customer puts the Cloud Service. POP information is only Customer Data to the extent SAP obtains it directly from Customer and not from another source. Customer is solely responsible for products or services provided, advertised, sold or otherwise made available by means of the Cloud Service, including any fraud committed in connection with the Cloud Service that may take place as part of a Transaction, including, but not limited to fraudulent Transactions placed by End Users.

**5. System Availability**. System Availability (as defined in the Service Level Agreement for SAP Cloud Services) applies to the ability of Customer to access the Cloud Service via the APIs made available by SAP, and the Cloud Service will be deemed available if the Customer can send and receive data to and from the Cloud Service via such APIs. SAP is not responsible for Downtime (as defined in the Service Level Agreement for SAP Cloud Services) caused by the failure of any Channel Subscriber or Service Aggregator systems or the delay of a Channel Subscriber or Service Aggregator, or any third party involved in a Transaction, in responding to a request for information received from the Cloud Service. The Service Level Agreement for SAP Cloud Services shall apply in all other respects.

**Attachment 1**
**to**
**SAP Vehicles Network**
**Supplemental Terms and Conditions**
**Channel Subscriber Terms**

1.  SAP may forward Channel Subscriber's Transaction request to applicable Service Aggregators.
2.  SAP may identify Channel Subscriber as a Channel Subscriber to actual and potential Service Aggregators.
3.  In order to complete Transactions with a Service Aggregator, Channel Subscriber is responsible for mapping any POI information it obtains from third party content providers to POP information provided by such Service Aggregator via the Cloud Service.
4.  Channel Subscriber shall maintain a privacy policy on any of its customer-facing websites and user interfaces that details how Channel Subscriber handles data submitted through such websites or user interfaces, which includes all necessary information to inform End Users how the Cloud Service collects, stores, uses, displays, shares or transfers an End-User's data. Channel Subscriber shall have the binding and valid consent of all End Users for the transmission of such End Users' personal information to Service Aggregators through the Cloud Service to the extent necessary to process Transactions on behalf of such End Users.

**Attachment 2**
**to**
**SAP Vehicles Network**
**Supplemental Terms and Conditions**
**Service Aggregator Terms**

1. SAP may identify Service Aggregator as a Cloud Service customer to potential and actual Channel Subscribers.

2. Service Aggregator must provide SAP with POP information about each Service Operator location in the format as set forth in the Documentation before Transactions related to such Service Operator's services can be conducted through the Cloud Service. Such information may be provided to SAP either manually via excel spreadsheet or via the Cloud Service, as directed by SAP. SAP may make such POP information available to Channel Subscribers to facilitate Transactions.

3. If a Service Operator or the Service Aggregator uses user authentication technology to authenticate End Users, Service Aggregator must provide SAP with specifications of the applicable authentication technology (e.g. RFID cards, QR-codes, NFC etc.) as part of the POP information.

4. Service Aggregator must provide all accepted payment methodologies (e.g. Visa, MasterCard, Visa Checkout, PayPal, ACH, B2B payment, etc.) for each Service Operator with which it has a relationship as part of the POP information.

5. If Service Aggregator offers parking or fueling services though the Cloud Service, Service Aggregator shall provide SAP the parking or fueling scenarios applicable to such services as part of the POP information.

6. Service Aggregator shall provide SAP, via a support ticket, the name, email address and telephone number of at least two key users of the Cloud Service, but no more than six key users, at least one of which at any given time must be available 24 hours per day, 7 days per week to respond to requests from SAP regarding technical issues with Service Aggregator's back end systems connected to the Cloud Service. Such key users must be reasonably knowledgeable in the operation of such connected Customer systems, and be English speaking.