

- SAP Cloud for Customers (C4C) Tenant Schedule -- Supplemental Terms and Conditions to the Platform Application Development Cooperation Agreement

This Schedule governs the Supplemental Terms and Conditions of Partner's use of SAP Cloud for Customer Tenant for the purposes of development, integration, testing, and/or demonstration of Cloud Applications and/or Integration Content for use with the SAP Cloud for Customers Tenant. This Schedule is only applicable if and when Partner subscribes to SAP Cloud for Customer Tenant as an additional resource. All capitalized terms not defined in this Schedule shall have the meaning ascribed in the Agreement, including the Definitions Schedule, other applicable Schedules, or set forth herein. In the event of conflicting terms, this Schedule supersedes any other terms in this Agreement with regards to the use of the SAP Cloud for Customers Tenant.

1. Definitions. Certain definitions used in the Agreement will be deemed to have the following meanings solely for the purposes of this Schedule.

1.1 "SAP Cloud Applications Studio" means the overall SAP development environment to which SAP grants Partner access as outlined in this Supplement for development of the Cloud Application. It consists of the following elements: C4C SDK, and Key User Tools.

1.2 "SAP Cloud for Customers Tenant" ("C4C Tenant") means the software and services provided by SAP to Partner for developing, testing and demoing Cloud Applications and/or Integration Content with the C4C Tenant when subscribing to SAP Cloud for Customer, partner development tenant, or partner test tenant, under this Agreement.

1.3 "Key User Tools" means a set of tools that are available to configure, customize and extend the Cloud Application. This includes extensibility and flexibility enhancements as well as reporting enhancement capabilities. Configurations prepared with the Key User Tools may be incorporated into the Cloud Application.

1.4 "C4C Software Development Kit" ("C4C SDK") means the frontend components of the SAP Cloud Applications Studio which are based on a developer framework and a user interface design tool. Partner develops Cloud Applications and/or Integration Content within the frontend C4C SDK and based on a scripting language called SAP Cloud Applications Studio script.

2. Use of C4C Tenant

- (a) Partner's usage right is limited to a non-exclusive, limited license for Named Users to access and use the C4C Tenant solely for the purpose stated in this Schedule.
- (b) No more than 50 Named Users may access each C4C Tenant subscribed to by Partner.
- (c) SAP will provide up to 10 gigabytes of disk storage space per Named User at no additional charge. Additional storage may be purchased based on then-current pricing.
- (d) Subscription to C4C Tenant includes the use of the SAP Cloud Applications Studio.
- (e) If Partner integrates the C4C Tenant with licensed SAP on-premise software, Partner may access such licensed SAP on-premise software through the C4C Tenant solely to perform functions in conjunction with its use of the C4C Tenant without requiring additional SAP named user licenses for such SAP onpremise software.

3. Supplemental Terms for SAP Cloud for Social Engagement.

(a) SAP Cloud for Social Engagement includes integration to social media services and web sites and othersimilar services operated by third parties ("Social Media Services"). Partner must register for and maintain accounts with these Social Media Services as a pre-requisite to use SAP Cloud for Social Engagement. Partner is responsible for ensuring compliance by itself and all Named Users with any terms and conditions associated with use of such Social Media Services, and ensuring that its use of such Social Media Service is in compliance with all applicable law. Partner further agrees that SAP shall

not be directly or indirectly responsible or liable for any damage or loss caused or alleged to be caused by or in connection with Partner's use of or reliance on any content, goods or services available on or through any Social Media Service. Further, access to and use of certain web sites may be prohibited or restricted in certain countries, and Partner acknowledges it is solely responsible for ensuring use of such Social Media Services is permitted in the countries in which it accesses such services.

(b) Partner agrees that it will not transmit any personally identifiable information to any Social Media Service via the C4C Tenant. Partner will not sell user data obtained through a Social Media Service.

4. Integration Options

In addition to the hosted portion of the C4C Tenant, SAP shall make available for download by Partner the SAP Cloud for Customer integration component (the "**C4C Integration Component**"). The use of the C4C Integration Component is limited to use with the C4CTenant and Partner may not use the C4C Integration Component for any other purpose. The C4C Integration Component is part of the SAP Cloud Service and Partner's use is limited to use by Named Users. The C4C 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. Partner is solely responsible for the security of the C4C Integration Component and is responsible for maintaining adequate security measures, including firewalls, to prevent unauthorized access to the C4C Integration Component. Upon termination or expiration of the Order Form, Partner's right to use the C4C Integration Component shall cease.

5. Mobile Access. The C4C Tenant may be accessed by Named Users through a mobile application obtained by Named Users via third-party websites. Partner acknowledges that the use of such mobile applications is governed by the terms and conditions presented to the Named User upon download/access to the mobile application and not by the terms of this Agreement. Partner acknowledges that the third party that operates the website through which the mobile application is distributed may stop distributing the mobile application at any time, and SAP is not responsible for the unavailability of the mobile application due to the actions of the third party distributor.

6. Maintenance Windows

SAP can use the following maintenance windows for planned downtimes:

| | Maintenance Windows |
|-----------------------------------|---|
| Regular Maintenance Windows | Weekly, Saturday 22:00 UTC to 00:00 UTC |
| Major Upgrades | Up to 4 times per year between Saturday 00:00 UTC to Monday 00:00 UTC with a 12 hours downtime. SAP will inform Partner in due time in advance about the planned upgrade (either by email or by any other electronic means) |

7. Third Party Product License Terms. Google Maps Service ("GM Service"). In case the C4CTenant accesses the GM Service through a Google Maps API, Partner's use of the GM Service is subject to Google's Terms of Service which are set forth on: http://www.google.com/intl/en/policies/terms/. If Partner does not accept such Google Terms of Service, including, but not limited to all limitations and restrictions therein, Partner may not use the GM Service in the Test Tenant for SAP Cloud Service. Partner acknowledges and agrees that use of the GM Service in or through the C4C Tenant will constitute Partner's acceptance of Google's Terms of Service. Partner's usage of GM Service within the C4C Tenant can be terminated by SAP without stating any reason at any time. In that case SAP is not required to provide an equivalent service via another provider. Partner is not entitled to seek any damages as a result.

8. Use of the SAP Cloud Applications Studio

- (a) SAP will provide Partner access to the SAP Cloud Applications Studio for the purposes of this Agreement.
- (b) SAP hereby grants Partner, for the term of the subscription to the C4C Tenant, a non-exclusive, limited license for Named Users to access and use the SAP Cloud Applications Studio and its Documentation to

develop and test a Cloud Application. Partner is not permitted to use the SAP Cloud Applications Studio as a business application.

- (c) Partner is not permitted to sublicense or rent the SAP Cloud Applications Studio. Except to the extent expressly authorized herein and except to the extent stipulated by indispensable statutory requirements, third parties are not authorized to use or have access to the SAP Cloud Applications Studio or its Documentation. Partner is not permitted to create Modifications or derivative works of the SAP Cloud Applications Studio. Partner irrevocably assigns to SAP all rights, title and interest in and to any such Modifications and derivative works created by Partner. Any further use as not expressly set forth herein is strictly prohibited and subject to a separate written agreement and subject to the then current terms and conditions for such use.
- (d) SAP may provide Partner with certain front-end components of the SAP Cloud Applications Studio which need to be installed by Partner on its hardware. Partner is responsible for installing such front-end components of the SAP Cloud Applications Studio.
- (e) Partner acknowledges that ownership of and title to all intellectual property rights in the SAP Cloud Application Studio, the SAP Cloud Service and any SAP APIs are and shall remain the sole property of SAP and its licensors. Except for the licenses explicitly granted by SAP to Partner herein, SAP owns all rights and title, including all intellectual property rights, in and to any SAP software, libraries and tools made available by SAP to Partner.