

## **SAP HANA Cloud Integration Schedule to the Platform Application Development Cooperation Agreement**

This Schedule governs the Partner's use of SAP HANA Cloud Integration for development and testing of Cloud Applications. 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 SAP HANA Cloud Integration.

### **1. Definitions**

1.1 **"Integration Adapter"** means a runtime component which implements the connectivity to a sender or receiver and allows for authentication and execution of system functionality.

1.2 **"Integration Content"** means a package comprising Integration Flows and/or Integration Adapters, developed by Partner under this Agreement that is fully compatible with SAP HANA Cloud Integration and prepared for usage on SAP HANA Cloud Integration by End User. Integration Content is to be considered a Platform Application. The Parties agree that throughout the term of the Agreement to deploy Integration Content exclusively on SAP HANA Cloud Integration

1.3 **"Integration Flow"** means a model-driven description of the message- and data-processing steps on Hana Cloud Integration and of the connectivity between sender and receiver. Integration flows contain integration elements, e.g. for mapping, routing, security, persistence, and scheduling.

1.4 **"SAP HANA Cloud Integration"** means the software and services provided by SAP to Partner for developing, testing, and demonstrating Integration Content. Running and operating Cloud Applications for End Users shall be governed by a separate agreement with End User. SAP HANA Cloud Integration is a cloud-based platform providing services as described in the then current SAP HANA Cloud Integration documentation

### **2. Use of SAP HANA Cloud Integration**

2.1 Partner shall use SAP HANA Cloud Integration only to develop, test and, demonstrate Integration Content as well as to use the SAP HANA Cloud Integration Data Services Agent for the purposes as set forth below.

2.2 Partner may use SAP HANA Cloud Integration to connect to an SAP on-premise software product, another SAP cloud solution, or a third-party on-premise or cloud solution for which Partner has secured an appropriate license and such use is in accordance with such license.

2.3 Partner is not allowed to run Integration Content on the provided SAP HANA Cloud Integration for productive use or to provide third parties access to the Cloud Platform for such usage.

2.4 SAP will endeavor to provide Partner with SAP HANA Cloud Integration and access to users latest fifteen (15) days after signature of the Agreement.

### **3. SAP HANA Cloud Integration Data Services Agent**

SAP shall make available for download by Partner the SAP HANA Cloud Integration- Data Services Agent (the "Integration Component") which is the prerequisite for integration of SAP cloud solutions with SAP or third-party on-premise solutions. The use of the Integration Component is limited to use with SAP HANA Cloud Integration and Partner may not use the Integration Component for any other purpose. The Integration Component is part of the SAP HANA Cloud Integration 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. Partner shall utilize the most current version of the Integration Component made available by SAP, and Partner acknowledges that failure to use the most current version may result in diminished performance of the SAP HANA Cloud Integration. Partner 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. System Availability war-

warranties do not apply to the Integration Component. Upon termination or expiration of the Order Form, Customer's right to use the Integration Component shall cease.

#### 4. Additional Terms for the use of SAP HANA Cloud Integration

4.1 SAP grants Partner a non-exclusive, non-transferable, non-sublicensable, revocable, limited use license to copy, reproduce and distribute the APIs, Documentation, plug-ins, templates, scripts and sample code ("**Tools**") on a desktop, laptop, tablet, smart phone, or other appropriate computer device that Partner owns or controls (any, a "**Computer**") to create Integration Content. Partner agrees that the Integration Content will not: (a) unreasonably impair, degrade or reduce the performance or security of any SAP software applications, services or related technology; (b) enable the bypassing or circumventing of SAP's license restrictions and/or provide users with access to the Tools to which such users are not licensed; (c) render or provide, without prior written consent from SAP, any information concerning SAP software license terms, Tools, or any other information related to SAP products. Subject to this Agreement, in exchange for the right to develop Integration Content under this Agreement, Partner covenants not to assert any Intellectual Property Rights in Integration Content created by Partner against any SAP product, service, or future SAP development.

4.2 SAP or its licensors retain all ownership and intellectual property rights in the Tools. Partner may not: a) remove or modify any marks or proprietary notices of SAP, b) provide or make the Tools available to any third party, c) assign this Agreement or give or transfer the Tools or an interest in them to another individual or entity, d) decompile, disassemble or reverse engineer (except to the extent permitted by applicable law) the Tools, e) create derivative works of or based on the Tools, f) use any SAP name, trademark or logo, or g) use the Tools to modify existing SAP software or other SAP product functionality or to access the software or other SAP products' source code or metadata.

4.3 Subject to SAP's underlying rights in any part of the Tools, Partner retains all ownership and intellectual property rights to the Add-on component of the Integration Content and any improvements, design contributions or derivative works conceived or created by either Party in or to the Add-on component of the Integration Content. The ownership of Add-ons shall vest in Partner.

4.4 Partner acknowledges that ownership of and title in and to all Intellectual Property Rights ("IPR") in the SAP Proprietary Information are and shall remain in SAP and its licensors. Partner acquires only the right to Non-Productive Use of the SAP Proprietary Information and does not acquire any ownership rights or title in or to the SAP Proprietary Information and that of SAP's 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 SAP software as made available by SAP to Partner. SAP acknowledges that ownership of and title in and to all IPR in the Partner Proprietary Information are and shall remain in Partner or their licensors. Except for the licenses explicitly granted by Partner to SAP herein, Partner and/or their licensors own all rights and title, including all Intellectual Property Rights in and to Partner Proprietary Information as made available by Partner to SAP. Subject to the above, all Modifications to SAP HANA Cloud Integration and Documentation shall be considered part of SAP HANA Cloud Integration and Documentation for purposes of this Section.

4.5 The ownership of Modifications and any Intellectual Property Rights embodied therein, shall vest with SAP. Partner irrevocably assigns to SAP all Partner's rights, title and interest ("**Assigned Intellectual Property Rights**") in and to the Modifications, including the right to register or file proprietary rights based on the Modifications. Partner further agrees to provide to SAP promptly upon SAP's request all pertinent facts and documents relating to such Modifications and to perform promptly such lawful acts and to sign promptly such further applications, assignments, statements, and other lawful documents as SAP may reasonably request to effectuate fully this assignment.

4.6 SAP grants to Partner a worldwide, non-exclusive, fully paid up, royalty free, perpetual, irrevocable license under the Assigned Intellectual Property Rights in the Modifications to make, have made, use, reproduce, display, distribute, create derivative works of, lease, sell, offer for sale, import, export or otherwise transfer through standard tiers of distribution (a "**Full License**") to any Partner created code included in the Modifications, subject to SAP's ownership of the underlying and/or unmodified code.

4.7 Partner grants SAP a Full License to any Partner Background Materials in the Modifications, provided that such Partner Background Materials are used only in connection with the Modification and/or derivative works thereof.

4.8 Subject to the extent of Partner's rights therein, Partner further grants SAP a Full License to any third-party materials incorporated in the Modifications. To the extent Partner does not have sufficient rights to grant SAP a Full License to such third party materials, Partner covenants to use its best efforts to procure such rights for SAP in and to the third party materials incorporated in such Modifications.

4.9 Under this Exhibit and for the term of the Agreement, Partner grants to SAP the limited, free of charge, revocable, worldwide license during the term of this Agreement to provide prospects and existing SAP End Users free of charge access to Integration Content provided as Packaged Platform Applications for test, demonstration and evaluation purposes only. SAP shall not be entitled to provide prospects and End Users any productive use licenses to such Integration Content.

4.10 SAP shall be entitled to demonstrate Integration Content provided as Packaged Platform Applications to prospects and SAP End Users as part of SAP demonstration systems during the term of the Agreement.

4.11 Partner is required to offer assistance to SAP for identifying proper demo scenarios for the Packaged Platform Application(s).

## 5. License

By submitting, posting or displaying any on or through SAP HANA Cloud Integration, Partner hereby grants SAP a worldwide, non-sublicensable, non-transferable, non-exclusive, terminable, limited license to reproduce, publish, publicly perform, publicly display and distribute any for the sole purpose of enabling SAP to provide Partner with SAP HANA Cloud Integration in accordance with the Agreement.

## 6. Public Software Usage

Partner may not use, and may not authorize any Named Users to use, any Public Software in connection with SAP HANA Cloud Integration in any manner that requires, pursuant to the license applicable to such Public Software, that any SAP software applications or other materials be (a) disclosed or distributed in source code form, (b) made available free of charge to recipients, or (c) modifiable without restriction by recipients. "Public Software" means any software, documentation or other material that contains, or is derived (in whole or in part) from, any software, documentation or other material that is distributed as free software, open source software (e.g., Linux) or similar licensing or distribution models, including, but not limited to software, documentation or other material licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (a) the GNU General Public License (GPL), Lesser/Library GPL (LGPL), or Free Documentation License, (b) The Artistic License (e.g., PERL), (c) the Mozilla Public License, (d) the Netscape Public License, (e) the Sun Community Source License (SCSL), (f) the Sun Industry Standards License (SISL), (g) the BSD License and (h) the Apache License.

## 7. Maintenance Windows

SAP can use the following maintenance windows for planned downtimes:

	<b>Maintenance Windows</b>
Regular Maintenance Windows	Weekly, Sunday 4:30 am – 6:30 am Coordinated Universal Time (*)
Major Upgrades	Quarterly, Friday 10 pm to Monday 3 am Coordinated Universal Time. Customer will be notified of the specific time window that will be used for its upgrade.
Coordinated Universal Time	(*) Coordinated Universal Time is local time at the datacenter where the Service is hosted. This is: For Americas: UTC-5 For Europe: UTC+2 For Asia-Pacific and Japan: UTC+8

**Annex 1**  
**- SAP Cloud Service for Development - General Terms and Conditions (GTC) -  
to the Platform Application Development Cooperation Agreement**

This Annex exclusively governs the Partner's use of the SAP Cloud Service for development, testing, and demonstration of Cloud Applications. All capitalized terms not defined in this Annex shall have the meaning ascribed in the Agreement, including the Definitions Schedule, other applicable Schedules, or set forth herein. This Annex shall prevail over any conflicting, or inconsistent terms and conditions which may appear in the Agreement with regards to the use of the SAP Cloud Service. This Agreement shall prevail over any additional, conflicting or inconsistent terms and conditions which may appear in any click wrap or browse wrap end user agreement included in the SAP Cloud Service (except for end user agreements governing third party products or services).

## 1. Definitions

1.1 "**Content**" means visual, audio, numeric, graphical, text or other data or content supplied by third parties and made available by SAP for utilization with the SAP Cloud Service.

1.2 "**Partner Data**" means any content, materials, data and information provided by Partner or its Named Users to SAP in the course of using the SAP Cloud Service.

1.3 "**Named User**" means Partner's and its Affiliates' employees, agents, contractors, consultants, suppliers or other individuals who are authorized by Partner to use the SAP Cloud Services.

1.4 "**SAP Cloud Service**" means for the purpose of this Annex 1, "SAP HANA Cloud Integration".

1.5 "**Site**" means an SAP established Internet site through which the SAP Cloud Service is made available.

1.6 "**System Availability**" means the average percentage of total time during which the SAP Cloud Service is available to Partner, excluding (i) any maintenance windows (as may be defined in a supplement to this Agreement); (ii) any emergency maintenance (as may be defined in a supplement to this Agreement); (iii) delays due to conditions beyond the reasonable control of SAP; (iv) delays caused by equipment provided by Partner (or its service providers); or (v) delays caused by systems outside of the SAP Cloud Service, including, but not limited to, Partner's network.

## 2. Usage Rights

2.1 SAP shall make the SAP Cloud Service available to Partner in accordance with and during the term stated in this Schedule of this Agreement to permit Named Users to remotely access and use the SAP Cloud Service solely for Partner's own internal business purposes as permitted by and subject to the terms of this Agreement and the Documentation.

2.2 Partner shall not sublicense, license, sell, lease, rent, outsource or otherwise make the SAP Cloud Service available to third parties, other than Named Users who are using the SAP Cloud Service in support of Partner's authorized use of the SAP Cloud Service. Partner shall be responsible for the acts and omissions of its Named Users as if they were the acts and omissions of Partner. Rights of any Named User licensed to utilize the SAP Cloud Service cannot be shared or used by more than one individual. In addition, a Named User may not be transferred from one individual to another unless the original user no longer requires, and is no longer permitted, access to the SAP Cloud Service.

2.3 Partner shall not remove notices and notations on the Site or in the SAP Cloud Service that refer to copyrights, trademark rights, patent rights and other intellectual property rights. SAP or its licensors own all right, title and interest in any and all copyrights, trademark rights, patent rights and other intellectual property or other rights in the SAP Cloud Service, and any improvements, design contributions or derivative works conceived or created by either party in or to the SAP Cloud Service. Except for the limited rights expressly granted herein, this Agreement does not transfer from SAP any proprietary right or interest in the SAP Cloud Service. All rights not expressly granted to Partner in this Agreement are reserved by SAP and its licensors.

2.4 When using the SAP Cloud Service, Partner shall not: (a) copy, translate, disassemble, decompile, reverse-engineer or otherwise modify any parts of the SAP Cloud Service (except as described and to the extent permitted in the Documentation or by applicable law); (b) transmit any content, data or information that is unlawful, harmful, threatening, malicious, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy or right of publicity, hateful, or racially, ethnically or otherwise objectionable; (c)

infringe the intellectual property rights of any entity or person; (d) interfere with or disrupt the SAP software or SAP systems used to host the SAP Cloud Service, or other equipment or networks connected to the SAP Cloud Service, or disobey any requirements, procedures, policies or regulations of networks connected to the SAP Cloud Service made known to Partner; (e) use the SAP Cloud Service in the operation of a service bureau, outsourcing or time-sharing service; (f) circumvent the user authentication or security of the Site or SAP Cloud Service or any host, network, or account related thereto; (g) make any use of the SAP Cloud Service that violates any applicable local, state, national, international or foreign law or regulation; or (h) except for rights provided to Named Users as permitted in this Agreement, allow any third party to use any user identification(s), code(s), password(s), procedure(s) and user keys issued to, or selected by, Partner for access to the SAP Cloud Service.

2.5 The SAP Cloud Service may contain links to external Web sites (including embedded widgets or other means of access) and information provided on such external websites by SAP partners and third-party service providers. SAP shall not be responsible for the contents of any linked Web site, or any changes or updates to such sites. 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 such linked Web site. Any article, information, data, code, text, software, documentation, graphics, image, marketing material, video, photograph, message, or posting to any forum, wiki, or blog on the Site, whether publicly posted or privately transmitted, is the sole responsibility of the person or entity providing the content.

2.6 Partner agrees that its subscription(s) for the SAP Cloud Service is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by SAP, including any roadmaps, with respect to future functionality or features.

2.7 The SAP Cloud Service may include Content. This Content is provided "as is", and SAP makes no warranty as to the accuracy or completeness of such Content. Partner uses such Content at its own risk, and SAP shall have no liability to Partner or any third party based on Partner's use of or reliance on such Content.

2.8 SAP shall be entitled to monitor Partner's compliance with the terms of this Agreement, including but not limited the number of Named Users accessing the SAP Cloud Service and, subject to Section 14 of Exhibit D - 1 (General Terms and Conditions for Partners) of this Agreement and Section 3(c) of –the Schedule, SAP may utilize the information concerning Partner's use of the SAP Cloud Service to improve SAP products and services and to provide Partner with reports on its use of the SAP Cloud Service.

2.9 SAP may change or modify the SAP Cloud Service at any time. SAP shall not materially diminish the SAP Cloud Service during the term of the Agreement.

Nothing in this Article 2.9 shall require SAP to continue to provide any portion of the SAP Cloud Service if this would result in SAP violating the rights of any third party or any applicable law.

2.10 If Partner is granted access under this Agreement to a free (no fee) version of the SAP Cloud Service, to the extent permitted by applicable law, Partner agrees that (i) SAP has no obligation to provide any particular service level or support services; and (ii) SAP may cease providing the SAP Cloud Service at any time without notice. This Article 2.10 supersedes any conflicting term of this Agreement.

2.11 SAP may offer and Partner may choose to accept access to functionality that is not generally available and not validated and quality assured in accordance with SAP's standard processes ("Beta Functionality"). The purpose of such access is to allow Partner to test the functionality with its standard business operation and to provide feedback on such testing to SAP. Beta Functionality is described as such in the Documentation. SAP may require Partner to accept additional terms to use Beta Functionality. Any production use of the Beta Functionality is at Partner's sole risk. SAP does not warrant the correctness and completeness of the Beta Functionality, and SAP shall not be liable for errors or damages caused by the usage of the Beta Functionality.

### **3. Support, Set up and Security**

3.1 SAP will provide support for the SAP Cloud Service as described in Annex 2 hereto.

3.2 SAP will use commercially reasonable security technologies (such as encryption, password protection and firewall protection) in providing the SAP Cloud Service, and Partner shall comply with the applicable SAP security guidelines and procedures made known to Partner through the SAP Cloud Service or otherwise. Partner agrees that SAP does not control the transfer of data, including but not limited to Partner Data, over telecommunications facilities, including the Internet, and SAP does not warrant secure operation of the SAP Cloud Service or that such security technologies will be able to prevent third party disruptions of the SAP Cloud Service.

3.3 With respect to the SAP Cloud Service for development, testing, and demonstration of Cloud Applications (includes compute, structured storage, unstructured storage, bandwidth, connectivity connector in the Cloud), SAP intends to provide at least ninety-nine percent (99%) System Availability over any calendar month. Partner shall have no claims under this section against SAP. However, downtime reports can be made in good faith and by submitting a support case within ten (10) business days after the end of the relevant period.

3.4 Partner is responsible for ensuring that its Cloud Applications are capable of automatic restart without manual operator intervention in the event of hardware or system failure occurring within the SAP Cloud Service. This includes ensuring that the Cloud Application connection to on-premise enterprise systems will be automatically restored upon system restart. SAP shall have no liability to Partner for failure of Cloud Applications to be built in a manner that they are fail safe and can restore their running state once the Cloud Applications are started by the Platform, including failure to achieve any SLA.

#### **4. Partner Responsibilities and Obligations**

4.1 Subject to the terms of this Agreement, Partner grants to SAP the nonexclusive right to use Partner Data for the sole purpose of and only to the extent necessary for SAP to provide the SAP Cloud Service.

4.2 Partner shall be responsible for entering its Partner Data into the SAP Cloud Service and Partner shall be responsible for the maintenance of the Partner Data supplied by it. Partner hereby represents and warrants to SAP that the Partner Data is free of all viruses, Trojan horses, and comparable elements which could harm the systems or software used by SAP or its subcontractors to provide the SAP Cloud Service. Partner agrees that it has collected and shall maintain and handle all Partner Data in compliance with all applicable data privacy and protection laws, rules and regulations. Further, Partner is solely responsible for determining the suitability of the SAP Cloud Service for Partner's business and complying with any regulations, laws, or conventions applicable to the Partner Data and Partner's use of the SAP Cloud Service.

4.3 Partner shall change all passwords used to access the SAP Cloud Service at regular intervals. Should Partner learn of an unauthorized third party having obtained knowledge of a password, Partner shall inform SAP thereof without undue delay and promptly change the password.

4.4 Partner is responsible for the connection to the SAP Cloud Service, including the Internet connection.

4.5 SAP only supports the SAP Cloud Service in those languages explicitly named in Annex 2 (Support Terms for SAP Cloud Services). These are the only valid languages under which support is made available to the Partner.

#### **5. Additional SAP Cloud Service**

Modifications of the SAP Cloud Service or its configuration for Partner's needs are not included in the fees for the SAP Cloud Service, but are set forth separately in the Agreement. If Partner elects to have any services provided by a third party, SAP shall have no liability for any defect or failure of the SAP Cloud Service caused by such third-party services, and Partner shall not be entitled to any reduction in fees for the SAP Cloud Service. SAP may deny access to the SAP Cloud Service to any third party which SAP determines in its sole discretion poses a security risk or other risk to SAP systems, data or intellectual property.

#### **6. Prices and Terms of Payment**

6.1 Partner shall pay to SAP the fees for the SAP Cloud Service provided hereunder, in the amount as set forth in the Agreement.

6.2 Except as expressly set forth in this Agreement or the Agreement, all purchases of Named User subscriptions hereunder are non-cancelable and all fees are non-refundable. Partner shall have no right to with-

hold or reduce fees under this Agreement or set off any amount against fees owed for alleged defects in the SAP Cloud Service.

## **7. Term, Termination and Termination Support**

7.1 Notwithstanding SAP's right to terminate as set forth in the Agreement, in the event of (i) any material breach of this Schedule which is not cured within thirty (30) days after receipt of written notice from SAP; or (ii) a determination by SAP that continued use of the SAP Cloud Service may result in harm to the SAP Cloud Service (including the systems used to provide the SAP Cloud Service) or other SAP End Users, or result in a violation of applicable law, regulation, legal obligation or legal rights of another, in addition to any other remedies available at law or in equity, SAP will have the right immediately, in SAP's sole discretion, to remove any potentially offending Partner Data and Cloud Application from the SAP Cloud Service, deactivate Partner's user name(s) and password(s) and/or suspend access to the SAP Cloud Service.

7.2 Upon the effective date of termination and after Phase-out Period specified in Annex 4 (Post Termination / Delisting Obligations for SAP HANA Cloud Integration), Partner's access to the SAP Cloud Service will be terminated. Partner shall have the ability to access its Partner Data at any time during the term of this Agreement. Furthermore, upon reasonable request, Partner may export and retrieve its Partner Data during the term of this agreement, which request will be subject to technical limitations caused by factors such as (i) the size of Partner's instance of the SAP Cloud Service; and (ii) the nature of Partner's request, e.g., the frequency and/or timing of the export and retrieval.

Partner shall have the ability to export and retrieve its Partner Data until end of Phase-out Period specified in Annex 4 (Post Termination / Delisting Obligations for SAP HANA Cloud Integration). With the effective end date of end of phase-out period, SAP shall have no obligation to maintain or provide any Partner Data. Except when such Partner Data has been removed, or exported by Partner or, upon termination of the Agreement, SAP shall use commercially reasonable efforts to permanently and irrevocably remove, purge or overwrite all data still remaining on the servers used to host the SAP Cloud Service, including, but not limited to, Partner Data, unless and to the extent applicable laws and regulations require further retention of such data.

## **8. Data Protection**

8.1 Partner has and accepts the full responsibility for all personal data as 'controller' in terms of Art. 2 (d) of the EU Data Protection Directive 95/46/EC. To the extent personal data is stored and/or processed under this Agreement, SAP will adhere to Partner's instructions as a 'processor' in the terms of Art. 2 (e) of the EU Data Protection Directive 95/46/EC. Partner's instructions exceeding the scope of services offered by SAP will be at Partner's expense and subject to technical and organizational feasibility by SAP. SAP and Partner will implement all technical and organizational measures necessary to meet the requirements of applicable data protection laws to protect personal data against misuse.

8.2 To the extent that personal data of Partner are being processed, SAP shall obligate its personnel entrusted with the processing of Partner's data to data protection and data secrecy in accordance with applicable law.

8.3 Partner ensures that no legal requirements of Partner prevent SAP from fulfilling its contractual obligations under this Agreement in compliance with applicable law. This includes, but is not limited to, ensuring that all concerned individuals have previously declared consent to a possible processing of personal data.

## **9. Miscellaneous**

Partner understands and agrees that the SAP Cloud Service may include communications such as service announcements and administrative messages from SAP or SAP's partners. Partner will not be able to opt out of receiving these service announcements and administrative messages while using the Site and/or the SAP Cloud Service unless Partner sends SAP a specific written notice requesting that Partner's details be eliminated from the Site and any mailing list.

**Annex 2**  
**- Support Terms for SAP Cloud Service -**  
**to the Platform Application Development Cooperation Agreement**

This Annex 2 (“**Support Services Document**”) describes the support services provided by SAP for SAP Cloud Service for Partners to develop and test Cloud Applications.

**1. Applicability**

This Support Services Document governs the provision of support and maintenance services by SAP to Partner for the SAP Cloud Service.

**2. Support Services**

Support for SAP On Demand Malfunctions

SAP will offer support for all malfunctions related to the SAP Cloud Service (each an “**Incident**”). Incidents have to be reported by Partner via a dedicated support channel made available by SAP to Partner (or any other support channel introduced by SAP). In the event that SAP must access any of Partner’s systems remotely, e.g. via application sharing, Partner hereby grants to SAP the permission for such remote access. The following Incident priorities shall apply:

<b>Incident Priorities</b>	<b>Definition</b>	<b>Support Availability</b>	<b>Language Support</b>	<b>Initial Response Time</b>
Very High	The problem has very serious consequences for Cloud Application development, testing or partner incident management 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 4 hours of confirmation.* SAP will attempt to contact customer within the initial response time to clarify business impact and initiate resolution process.
High	A development, testing or incident management transaction does not work and necessary tasks cannot be performed. The Incident requires prompt attention because the malfunction can disrupt the entire development or testing flow of the partner.	Monday to Friday from 9:00 am – 5:00 pm Central European Time	English	SAP initial response within 3 days of confirmation.* SAP will attempt to contact customer within the initial response time to clarify business impact and initiate resolution process.
Medium	A development or testing transaction does not work as expected with minor consequences for the overall development or testing functions.			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 partner development or testing.			Reasonable response time based on the incident.*

\*Incident receipt at SAP will be confirmed via email response for all online submitted incidents.



Local Time shall mean the time zone in which the Partner Named User with administrative rights submitting the support request is located.

#### 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 Partner in advance.

### **3. Partner Obligations/Preconditions**

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

#### Key Users

Partner 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 Partner’s business, such as:

- (i) Support developer 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 Partner’s third party systems (if available), such as e-mail, fax, printers;
- (iv) Support the potential adaptation of the SAP Cloud Service.

#### Exploration of self-help tools

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

**Annex 3**  
**- Collaboration for Productive Environment for SAP HANA Cloud Integration -  
to the Platform Application Development Cooperation Agreement**

This Annex 3 governs the collaboration between Partner and SAP for operation and deployment of a Cloud Application. This Annex 3 shall not be applicable for Bundled Cloud Services as defined in the Embedded Licensing for SAP Cloud Services Schedule. All capitalized terms not defined in this Annex shall have the meaning ascribed in the Agreement, including the Definitions Schedule, other applicable Schedules, or set forth herein.

**1. Prerequisites for setting a Cloud Application in a productive environment**

The following prerequisites must be fulfilled:

- Cloud Application must have passed the Application Review
- Partner and End User have entered into a contract with regards to use of the Cloud Application.
- End User has entered into a contract with SAP regarding use of SAP HANA Cloud Integration about resources required to run the Cloud Application
- SAP has provisioned these SAP HANA Cloud Integration resources to End User

**2. Operation of Cloud Application**

2.1 SAP will make cloud components of Cloud Applications available to the End User so that they can be configured and run in the End User's SAP HANA Cloud Integration account on End User SAP HANA Cloud Integration services upon information by Partner and End User - either manually or automatically through the SAP Store - that Partner and End User have entered into a contract with regards to the Cloud Application. Backend components of Cloud Applications need to be deployed and operated by End User.

2.2 In principle, SAP intends to provide SAP HANA Cloud Integration twenty-four (24) hours per day, seven (7) days per week, except for planned downtime or communicated emergency updates.

SAP shall not be liable to Partner for running and operating of the Cloud Application except as outlined in the Agreement. SAP operates SAP HANA Cloud Integration or Cloud Applications for the End User subject to a separate agreement and not on behalf or as subcontractor of Partner.

**Annex 4**  
**- Post Termination / Delisting Obligations for SAP HANA Cloud Integration -  
to the Platform Application Development Cooperation Agreement**

This Annex 4 defines the contractual obligations of Partner and SAP after termination of the Agreement and/or delisting of a Cloud Application. All capitalized terms not defined in this Annex shall have the meaning ascribed in the Agreement, including the Definitions Schedule, other applicable Schedules, or set forth herein.

**1. End User Contracts**

Termination of the Agreement shall not affect any End User contract concluded by Partner prior to the effective date of termination. However it is recommended that Partner mirrors the termination provision of the Agreement appropriately in its End User contracts.

**2. Partner Post Termination / Delisting Obligations**

For a period of six (6) months after termination of the Agreement (“**Phase-out Period**”), Partner agrees to continue support for the Cloud Application for existing End Users. Partner acknowledges that it is recommended to terminate its End User contracts to the end of such Phase-out Period. After termination of the Agreement, Partner agrees not to sign-up new End Users and not to publish new Cloud Applications. All Partner obligations stipulated in the Agreement shall remain in effect until the end of the Phase-out Period, including but not limited to payment obligations towards SAP.

**3. SAP Post Termination Rights and Obligations**

SAP shall fulfill all of its obligations under the Agreement until the end of the Phase-out Period.

**4. De-listing of Cloud Application**

In case of de-listing of a Cloud Application from the SAP Store, Partner is obliged to provide support for the Cloud Application for a period of six (6) months thereafter, but at least until all contracts between Partner and End Users with regards to the Cloud Application have expired or terminated. All Partner obligations stipulated in the Agreement shall remain in effect until the end of the Phase-out Period, including but not limited to payment obligations towards SAP.