

SAP Business One Cloud Supplemental Terms and Conditions

This Supplement is part of an Agreement for SAP Cloud Services between SAP and Customer and applies only to SAP Business One Cloud (the "Cloud Service"). Any documents referenced in this Supplement are available upon request.

1. DEFINITIONS

"Add-Ons and Extensions" means a set of Business One Application-related functionality created by, SAP or SAP partners for use by multiple customers that have been reviewed by SAP in accordance with SAP's program guidelines for Cloud Service Add-ons and Extensions.

"Business One Application" means the SAP Business One, version for SAP HANA software application.

"Business One Company" is a Business One Application object that represents a set of master data, configuration, reports and transactions that represent a Customer's business unit / legal entity. This object may also represent an overall purpose or state of that business unit, division or legal entity. For example, as production, test, training, development or archived company. In the Cloud Service this object is contained in a HANA database schema and maybe copied and restored to represent one or more of these states not to exceed the number of Business One Companies licensed by the Customer. Additional Company Databases may be added via subscription by the Customer as required with the metric "Tenant". Tenant is a customer-specific instance of the Cloud Service.

"Connectivity App(s)" means any integration technology whose primary function is to directly connect disparate applications to enable the direct communication and/or management of data between such disparate applications by/through such integration technology.

"SAP Technology Solution" means means SAP NetWeaver Foundation for Third Party Applications, SAP Cloud Platform (excluding when used solely as a Connectivity App between an SAP Application and ERP) and SAP IoT Application Enablement (including any renamed and/or successor versions of any of the foregoing made generally available by SAP (if any))

"Services Description" means the document made available by SAP describing the services provided by SAP as part of the Cloud Service available at https://www.sap.com/about/cloud-trust-center/cloud-service-level-agreements/cloud-services.html?search=business&sort=title_asc. The Services Description may be updated by SAP from time to time, subject to the relevant provisions in the Agreement.

"User" means, for purpose of the Cloud Service, any individual authorized to access the Cloud Service.

2. FEES

- 2.1. Named User Exception. Users of the SAP Business One Application which interfaces to a separate Customer SAP ERP installation ('SAP ERP on-premise', 'SAP S/4HANA on premise' and 'SAP S/4HANA Cloud') are not required to be licensed as SAP Named Users under Customer's agreement with SAP or an authorized SAP affiliate for such SAP ERP system.
- 2.2. SAP Business One Cloud Starter Package Edition includes the following User types and is subject to the following conditions:
 - 2.2.1. Starter Package User is a User who performs operational related roles supported by the Starter Package Edition. The Starter Package User does include the rights granted under a Mobile Application User and Indirect Access User. The Starter Package User does not include the rights granted under a Professional User. Microsoft remote desktop services are included in the subscription fee.
 - 2.2.2. The maximum number of Starter Package Users in this edition is five (5). If Customer requires more than five (5) Starter Package Users, all Users will need to be Professional or Limited Users under the SAP Business One Cloud Professional Edition.
 - 2.2.3. The minimum requirements for the Business One Cloud Starter Package Edition is three (3) Starter Package Users.
 - 2.2.4. The Starter Package User cannot be combined with any other User types.

- 2.2.5. One (1) Business One Company is included with the SAP Business One Cloud Starter Package Edition. Additional Business One Companies may be added via subscription by the Customer as required.
- 2.3. **SAP Business One Cloud Professional Edition** includes the following User types and is subject to the following conditions:
- 2.3.1. Professional User is a User who performs operational related roles supported by the Cloud Service. The Professional User is needed to administer company specific settings in the Business One Company and work with Production and Material Resource Planning (MRP). The Professional User does include the rights granted under a Mobile Application, Limited and Indirect Access User. Microsoft remote desktop services are included in the subscription fee.
- 2.3.2. Limited User is a User who has access rights to the Cloud Service functionality to support operational processing and information requirements in a specific role. Each Limited User can be requested as one of these roles: CRM, Financial or Logistic. The Limited User does include the rights granted under the Mobile Application and Indirect Access User. Microsoft remote desktop services are included in the subscription fee.
- 2.3.3. Mobile Application User is a User who has access rights to the 'SAP Business One Sales' or 'SAP Business One Service' mobile application only. It can access SAP partners and customers' Add-Ons and Extensions. Microsoft remote desktop services are not included in the subscription fee.
- 2.3.4. Indirect Access User is a User authorized to access SAP Business One via its application programming interfaces only. It cannot access any of the user interfaces (desktop and mobile) developed by SAP. Microsoft remote desktop services are included in the subscription fee.
- 2.3.5. SAP Business One Indirect Access by non-employees is an Instance authorized to access SAP Business One via its application programming interfaces only. It cannot access any of the user interfaces developed by SAP (except the login and password screen). It cannot be used by employees and contingent workers (including statement of work-based consultants, independent contractors; freelancers, other outsourced and non-permanent workers who are hired on a per-project basis). Instances are unique connections to a single specified application or technology type. The SAP Application(s) and their required instances can be used without additional license fee. For the purpose of this Section, "SAP Application(s)" means all SAP software (including third-party software licensed by SAP) licensed under a license agreement with an SAP entity/authorized partner and/or SAP cloud services for which Customer has a valid subscription, excluding SAP Technology Solutions and all database Packages. Microsoft remote desktop services are not included in the subscription fee.
- 2.3.6. The minimum requirements for the Business One Cloud Professional Edition is three (3) Professional Users.
- 2.3.7. Two (2) Business One Companies are included with the SAP Business One Cloud Professional Edition. Additional Business One Companies may be added via subscription by the Customer as required.

3. **CLOUD SERVICE SCOPE**

- 3.1. The Cloud Service includes the following core SAP Business One modules
- Administration
 - Sales – A/R
 - Banking
 - Production
 - Human Resources
 - Financials
 - Purchasing – A/P
 - Inventory
 - MRP
 - Project Management
 - Opportunities
 - Business Partner
 - Resources
 - Service
- 3.2. The Cloud Service includes a runtime version of SAP Crystal Versions for SAP Business One. SAP provides preconfigured SAP Crystal Reports as a part of the Cloud Service. Such SAP provided reports are available to all Users without additional subscription fee.
- 3.3. The Cloud Service can only be used with the localizations supported by the Cloud Service. The Cloud Service will be issued 'per localization'.

4. **IMPLEMENTATION SERVICES.**

The Customer is responsible for the initial set-up, configuration and any integration of the Cloud Service. Some set-up and/or configuration effort is required to use the Cloud Service and is not included with a subscription to the Cloud

Service. The Customer may contract with the authorized SAP partner from whom the Customer has purchased the SAP Cloud subscription.

5. SUPPORT SERVICES

SAP provides support services for the Cloud Service in accordance with Attachment 1 to this Supplement. SAP operates a shared support model for the Cloud Service in which certain services will be provided by the authorized SAP partner from whom Customer has purchased the Cloud Service subscription.

Attachment 1
To
SAP Business One Cloud
Supplemental Terms and Conditions
Support Services for SAP Business One Cloud

This Attachment 1 (Support Services for SAP Business One Cloud) describes the Support Services provided by SAP to the Customer for the Cloud Service. All capitalized terms not defined in this Attachment shall have the meaning ascribed in the Agreement. SAP may modify the scope of the Support Services from time to time at its own discretion in accordance with the terms of Agreement.

1. DEFINITIONS:

“**Incident**” means a fault, an error or a malfunction of the Cloud Service.

“**Initial Reaction Time**” means the defined time between acknowledgement of entry of an Incident and the provision of a qualified response to the Customer. At priority "very high", the time is measured in real time. At all other priorities, the time is measured in business hours between 9am and 6pm local time.

“**Maximum Processing Time**” means defined time acknowledgement of an Incident and provision of a solution or a workaround to Customer.

“**Support Services**” means the services outlined in this Attachment 1.

2. SAP SUPPORT SERVICES RESPONSIBILITIES.

2.1. SAP will not provide Support Services under the following circumstances:

- 2.1.1. any problem that arises because the Cloud Service was altered without SAP consent or that arises from the use of the Cloud Service in breach of the Agreement.
- 2.1.2. any problem that arises in connection with the use of the Cloud Service that was not distributed by SAP as part of the Cloud Service, even if such products are delivered together with the Cloud Service.
- 2.1.3. that results from inappropriate configuration, unsatisfactory Customer training, lack of or incorrect business design or incorrect operation.

2.2. The following activities for the Cloud Service are part of the of the shared support model between SAP and the authorized SAP partner from whom Customer has purchased the Cloud Service subscription:

Activities	SAP	Partner
Infrastructure and Server Management		
Server Management (all servers) up to and including the OS	X	
Server OS and Network Infrastructure Patch Management	X	
Network Management	X	
Initial Landscape configuration	X	
Initial Installation and configuration of the landscape with associated components	X	
Initial and ongoing Server configuration and management	X	
Backup Services	X	
Monitoring		
Infrastructure Monitoring (Memory, CPU, disk)	X	
Capacity Monitoring	X	
Security		
Network Infrastructure Security (i.e.: Firewall, IDS/IPS)	X	

Activities	SAP	Partner
Server OS Security Patching	X	
Access Security	X	X
DDoS Monitoring	X	
Security Software: Anti-Virus	X	
Application security vulnerability and penetration testing and application security auditing		X
Secure custom application development		X
Security incident management related to hosting environment	X	
Security incident management related to non-SAP application code (initial alerting)	X	
Security incident management related to non-SAP application code (mitigation / remediation)		X
Database Management		
Database installation and configuration	X	
Patching of the database	X	
Database backup and restore	X	
Database monitoring	X	X
End User Lifecycle Management		
Provisioning of new End User tenants		X
Creation and control of End User user access		X
Deployment of extensions to the landscape and to End User tenants		X
Upgrade of End User tenants to later SAP Business One patches		X
User Acceptance Testing		X
SAP Business One Cloud Landscape upgrades	X	X
Support & Incident Management		
First line support. Support Level 1		X
Create new incident based on automated alerts or support request by phone or email from End User		X
Capture incident details		X
Categorize incident		X
Prioritize incident		X
Investigate and diagnose incident reporting by End User	X	
Assign incident to appropriate support group within SAP for resolution		X

3. SHARED SUPPORT MODEL

Under the shared support model for the Cloud Service, together with the authorized SAP partner from whom Customer has purchased the Cloud Service subscription, SAP provides Support Services. In this model, the authorized SAP partner acts as primary support contact to the Customer for the Cloud Service. This means that the authorized SAP partner will receive all inquiries and Incidents from Customer and will provide primary support for any Incident raised by the Customer for the Cloud Service on behalf of SAP per its Customer contract.

4. CUSTOMERS RESPONSIBILITIES

- 4.1. Customer will designate two (2) primary users that will raise and respond to support Incidents. Customers shall provide to SAP and the authorized SAP partner contact details (e-mail address and telephone number) by means of which the Customer contact or the authorized representative of such Customer contact can be contacted.
- 4.2. To receive support services hereunder, customers shall reasonably cooperate with the authorized SAP partner and SAP to resolve support Incidents, and shall have adequate technical expertise and knowledge of their configuration of the Cloud Service to provide relevant information to enable the authorized SAP partner and SAP to reproduce, troubleshoot and resolve the experienced error such as, by way of an example, instance name, username, form name and screenshot.

5. INCIDENT HANDLING

- 5.1. After receipt of the Incident, the following will be performed:
- Check if Incident report from Customer is complete and if necessary, obtain missing data and information from Customer.
 - Prepare a comprehensive description of the problem which is the basis of the Incident, which shall include all steps that led to occurrence of the Incident, full syntax of the problem message and surrounding system variables or factors.
 - Search for available SAP Notes and assign them to the Incident if relevant.
 - Search for errors using the data provided by Customer.
 - Reproduce and isolate the Incident in the Customer's Business One Company or their own test environment with similar releases.
 - Analyze if the Incident can be attributed to a defect of the Cloud Service.
 - Propose appropriate workaround if the Incident cannot be attributed to a defect of the Cloud Service.
 - Submit the Incident to SAP if the Incident can be attributed to a defect of the Cloud Service and if no SAP Note is available to solve the Incident.
- 5.2. Incident prioritization:

Priority	Definition	Response Level
Very High	<p>A problem message or Support Case is categorized with the priority "very high" if the problem has very serious consequences for normal business transactions and urgent work cannot be performed. This is generally caused by the following circumstances:</p> <ul style="list-style-type: none">• Absolute loss of the Cloud Service• Malfunctions of central SAP system functions in the production system of the Customer• Delays to the planned production startup or upgrade within the next 3 workdays.• The problem message requires immediate processing because the malfunction may cause serious losses.	<p>Targeted Initial Reaction Time: 60 minutes (real time) Targeted Maximum Processing Time: 8 hours (real time)</p>

Priority	Definition	Response Level
High	A problem message or Support Case is categorized with the priority "high" if normal business transactions are seriously affected and necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the SAP system necessary in the actual situation. The problem message requires immediate processing because the malfunction can seriously disrupt the entire productive business flow.	Targeted Initial Reaction Time: 4 business hours Targeted Maximum Processing Time: 2 business days
Medium	A problem message or Support Case is categorized with the priority "medium" if normal business transactions are affected. The problem is caused by incorrect or inoperable functions in the SAP system	Targeted Initial Reaction Time: 8 business hours Targeted Maximum Processing Time: 4 business days
Low	A problem message or Support Case is categorized with the priority "low" if the problem causes few or no effects on normal business transactions. The problem is caused by incorrect or inoperable functions in the SAP system that are not required daily, or which are rarely used.	Targeted Initial Reaction Time: 16 business hours Targeted Maximum Processing Time: 8 business days