

SAP Enterprise Support, Customer Edition for Ariba Solutions: Services Description and Terms and Conditions

I. Customer Support Service Description

The Customer Support Service (“CSS”) provides functional, navigational and technical support to help diagnose, troubleshoot, and resolve customer reported Service Requests (SR) for SAP’s Cloud Services of the Ariba product lines (prior to 2013, these were called Ariba “On-Demand Solutions”). Customer Support Services includes the following Ariba Cloud Services of SAP:

- Ariba Sourcing Basic**
- Ariba Sourcing Professional**
- Ariba Contract Management Basic**
- Ariba Contract Management Professional**
- Ariba Supplier Information Management**
- Ariba Supplier Information and Performance Management**
- Ariba Spend Visibility Basic**
- Ariba Spend Visibility Professional**

1. BASIC CUSTOMER SUPPORT SERVICES

CSS includes the following support components for all of the Ariba Cloud Service of SAP listed above:

A. Help Desk Support

SAP will provide support services to act as a primary point of contact to address functional and navigational questions, as well as assist in the initial evaluation of technical issues. All Customer employees who are trained users of the SAP solution are able to access customer support via the telephone or a web form.

SAP will use reasonable efforts to make Help Desk Support available from 8 PM Sunday to 8 PM Friday, EST, in English, excluding December 25 and January 1 of any calendar year. Help Desk Support is available seven days per week (24/7) for Severity Level 1 issues.

B. Supplier Support

SAP will provide supplier support services to respond to technical, functional or navigational questions regarding the use of SAP solutions from Customer’s suppliers (for those with supplier accounts). Suppliers are able to access supplier support via the telephone or a web form. Additional levels of supplier

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support are available for users of the Ariba Network. These additional supplier support services may be purchased by the supplier directly, or made available to the supplier when the customer purchases supplier enablement services. Phone and web form support is available to all suppliers.

C. Language Support

Language support services are available by phone and web form. Languages for web form support include Portuguese, French, German, Italian, Spanish, Mandarin Chinese, Japanese and Korean. Telephone language support is available in any language that the user interface supports. SAP will make reasonable efforts to provide language support services according to the following schedule:

- Portuguese – Monday through Friday from 2am to 5pm Eastern Standard Time (UTC/GMT -5 hours)
- French, German, Italian, Swedish and Dutch – Monday through Friday from 8am to 5pm Central European Standard Time (UTC/GMT +1 hour)
- Spanish – Monday through Friday from 2am to 5pm Eastern Standard Time (UTC/GMT -5 hours)
- Japanese, Chinese, Korean – Monday through Friday from 8am to 5pm Shanghai Time (UTC/GMT +8 hours)
- Russian – Monday through Friday 8am to 5pm Moscow Standard Time (UTC/GMT +3 hours)

Support hours are adjusted for Daylight Saving Times where applicable. All customer employees who are trained users of the Ariba Cloud Service of SAP are able to access CSS via the telephone or a web form available from the on-line Help section in each Ariba Cloud Service of SAP. Additionally, the customer's Designated Support Contacts can submit Service Requests through SAP's Connect website.

Additional information about language support can be found at:
<https://knowledge.ariba.com/go2/1,,112354,00.html>

D. Defect Diagnosis and Resolution

SAP will provide defect diagnosis and resolution support for core code issues related to its Cloud Services. SAP will use commercially reasonable efforts to resolve code issues, including using any resolution method available (i.e. fixes, workarounds, etc.).

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SAP will use reasonable efforts to make defect diagnosis and resolution support available from 8 PM Sunday to 8 PM Friday, EST, in English, excluding December 25 and January 1 of any calendar year. Defect diagnosis and resolution support is available seven days per week (24/7) for Severity Level 1 issues.

E. Service Request Management

SAP will log every Service Request received, triage the query, assign it a severity level, and monitor the issue until resolution. SAP will process each Service Request and direct cases to the appropriate tiered support organization. As Service Requests are resolved; SAP will contact the original requester to provide details of the resolution.

Every Service Request received is assigned a Service Request number and the request is categorized and prioritized using the following severity level guidelines.

Severity Level 1 -All functionality in the software is unavailable, causing critical impact to business production operations if service is not restored quickly. No workaround is available.

Severity Level 2 -Certain functionality in the software is unavailable causing critical impact to business production operations if service is not restored quickly. No workaround is available.

Severity Level 3 -Software performance is degraded on the production system. Acceptable workaround is available. Functionality is noticeably impaired but business operations continue.

Severity Level 4 -Customer requires information or assistance on capabilities, or configuration of the software.

F. Responsiveness

SAP will make reasonable efforts to initially respond to Service Requests within the following guidelines.

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Severity Level	Initial Response
Severity Level 1	1 hour
Severity Level 2	1 hour
Severity Level 3	1 hour
Severity Level 4	1 hour

SAP will make reasonable efforts to comply with the initial response time for Severity Level 1 Service Requests on weekends. Initial response times for Severity Level 2, Severity Level 3, and Severity Level 4 only applies during the applicable customer and supplier support hours. Response times are not applicable during holidays and closures due to natural disasters. For a listing of applicable holidays, please review the SAP Customer Support Holiday schedule located at:

<https://knowledge.ariba.com/toolkit/contentdisplay/1,1029,71178,00.html>

SAP does not guarantee resolution to issues within the response period, only a response to the initial request. Failure to contact a customer within such response time period because the customer is unavailable (e.g. phone busy, no answer, in a meeting, or out of the office) does not constitute SAP's non-compliance with the response targets.

G. Designated Support Contacts

The customer may identify up to three of their employees to act as Designated Support Contacts ("DSC") per solution for defect diagnosis and resolution. The DSC role is of critical importance because it serves as the point contact for receipt of all SAP support notifications (infrastructure downtime, maintenance windows, Service Pack releases, security notices, etc.), policy communications and product information. DSCs are provided with direct access to the SAP Connect web portal which allows them to enter service requests, review the status of their service requests, and to contact SAP 24x7 to report severity level 1 issues. DSC can also enter Enhancement Requests (ER) through SAP Connect and access standard on-line Customer Support reports.

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H. Upgrade/Update Services

From time to time, SAP may develop a major revision to a solution which adds new and different functions or capabilities. Additionally, SAP may develop temporary or permanent fixes to known issues and incorporate them into a formal "Update" to a solution. Updates may also include enhancements to solution functionality. SAP will provide notification that informs customers of any pending service pack upgrade or major full version release.

I. Online Training Sessions

Customer training sessions are pre-recorded, web based tutorials focusing on tasks required to successfully use an Ariba Cloud Service. SAP makes these tutorials available in English 24 hours per day and can be access through the Help@Ariba section in each solution's user interface. SAP will also make reasonable efforts to provide these tutorials in the languages supported by the user interface.

J. Proactive Notification Service

SAP offers a Proactive Notification service that informs customers via email regarding problems, service interruptions, patches, Updates and the availability of new Service Packs.

2. ARIBA SOURCING SPECIFIC SUPPORT

Additional Customer Support Services are included to subscribers of Ariba Sourcing Basic and Ariba Sourcing Professional Solutions:

A. Event Day Management – Event Day Management is a service that helps our customers ensure the smooth execution of their online negotiations. Event day management includes:

- i. Auction Monitoring and Administration -which includes identifying and removing erroneous bids, pausing auctions, and removing and reinstating suppliers during auctions;
- ii. Telephone Support -which includes receiving calls from suppliers concerning functional or technical questions immediately prior to and during an on-line auction; and

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iii. Surrogate Bidding – This includes providing suppliers with the option of telephone bidding by proxy through an SAP surrogate bidder.

Event Day Management support will be available during the same times and languages identified in Section I.C above.

B. Sourcing Support Desk

The sourcing support desk is a service where SAP sourcing experts review client projects in draft format and provide general recommendations for best practices in event setup. When the review is completed a document is emailed to the client documenting the team's findings.

SAP's sourcing support desk service personnel will provide: non-commodity specific advice regarding site functionality, online bidding formats, lot structure, bidding parameters, supplier communication and management, and other aspects of a project. Recommendations shall not be commodity or industry specific, and SAP's sourcing support desk personnel shall not be obligated to draft original content or to edit any written materials. The sourcing support desk service is available in English from 8am to 5pm EST, Monday through Friday.

II. Customer Support Service Terms and Conditions

Applicability. These SAP Customer Support Services Terms and Conditions apply to certain services which are included in a subscription to the Ariba Cloud Service of SAP listed above:

Ariba Sourcing Basic
Ariba Sourcing Professional
Ariba Contract Management Basic
Ariba Contract Management Professional
Ariba Supplier Information Management
Ariba Supplier Information and Performance Management
Ariba Spend Visibility Basic
Ariba Spend Visibility Professional

The services identified below collectively may be referred to as "Customer Support Services". These terms do not address any technical support services related to On-Premise products.

1. DEFINITIONS
2. HELPDESK SUPPORT

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3. DEFECT DIAGNOSIS AND RESOLUTION
4. CUSTOMER SUPPORT CONTACT INFORMATION
5. NON-SAP ISSUES
6. AFFILIATE/SUBSIDIARY USE
7. PROACTIVE NOTIFICATION SERVICE
8. WHAT IS NOT INCLUDED UNDER CUSTOMER SUPPORT SERVICES
9. REPRODUCING ERRORS
10. COMPATIBLE CONFIGURATIONS
11. EXCLUSIONS

1. DEFINITIONS.

1.1. "Customer Support Services ('CSS')" includes Helpdesk Support, Defect Diagnosis and Resolution and Sourcing Specific services. CSS provides support for Cloud Services and updates.

1.2 SAP Support Portal, also known as Ariba Connect, is SAP's Customer Support site devoted to information about SAP's solutions and their use, specifically for the customers and partners who use them. It presents both new features and provides users with the ability to submit Enhancement Requests for the solutions they use.

1.3. "Web Form Support" means an electronic request for support form available through each Ariba Cloud Service of SAP's user interface. It is accessible by clicking on the "Help@Ariba" button. It also means an electronic request submitted via SAP's Support Portal by the Designated Support Contact.

1.4. "Issue" means an error, question, or other issue related to the Ariba Cloud Services of SAP for which Customer needs SAP assistance.

1.5. "Updates" means a subsequent point release, patch, hot fix, or version of the Ariba Cloud Service of SAP.

1.6. "Designated Support Contact ('DSC')" means a single individual who is authorized on behalf of Customer to receive all SAP support notifications (infrastructure downtime, maintenance windows, service pack releases, security notices, etc), policy communications and product information. SAP includes three (3) Designated Support Contacts per solution. An additional thirty (30) individuals within Customer's user population each called a "Basic Support Contact ('BSC')", may access

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SAP 's Support Portal with “read-only” permissions, but they can enter Enhancement Requests. BSC do not receive notifications from SAP.

1.7. "Telephone Support" means telephone communication provided in response to Customer's inquiries.

1.8. "Web Site Support" means generally available information posted through SAP's internet web site.

1.9. "Service Pack" is a quality release consisting of a collection of updates (such as a recent platform certification), defect fixes and patches not previously released. At times, service packs may also include new features in addition to fixes.

2. HELPDESK SUPPORT. Customer Support Services are provided to all Customer employees who are trained on the Ariba Cloud Service of SAP and suppliers via telephone or a web form. SAP will provide Helpdesk Support services to act as a primary point of contact to address functional and navigational questions, as well as assist in the initial evaluation of technical issues. The Language support services are available by phone and web form. Languages include Portuguese, French, German, Italian, Spanish, Mandarin Chinese, Japanese and Korean. Telephone language support is available in any language that the user interface supports. SAP will make reasonable efforts to provide language support services according to the following schedule:

- Portuguese – Monday through Friday from 2am to 5pm Eastern Standard Time (UTC/GMT -5 hours)
- French, German, Italian, Swedish, Dutch – Monday through Friday from 8am to 5pm Central European Standard Time (UTC/GMT +1 hour)
- Spanish – Monday through Friday from 2am to 5pm Eastern Standard Time (UTC/GMT -5 hours)
- Japanese, Chinese, Korean – Monday through Friday from 8am to 5pm Shanghai Time (UTC/GMT +8 hours)
- Russian – Monday through Friday 8am to 5pm Moscow Standard Time (UTC/GMT +3 hours)

Additional information about language support can be found at:

<https://knowledge.ariba.com/go2/1,,112354,00.html>

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2A. SOURCING SPECIFIC SERVICES. Additional Customer Support Services are included to subscribers of Ariba Sourcing Basic and Ariba Sourcing Professional Solutions:

Event Day Management – Event Day Management is a service that helps our customers to have smooth execution of their online negotiations. Event Day Management includes:

- i. Auction Monitoring and Administration -which includes identifying and removing erroneous bids, pausing auctions, and removing and reinstating suppliers during auctions;
- ii. Telephone Support -which includes receiving calls from suppliers concerning functional or technical questions immediately prior to and during an on-line auction; and
- iii. Surrogate Bidding – This includes providing suppliers with the option of telephone bidding by proxy through an SAP surrogate bidder.

Event Day Management support may be available during the same times and languages identified in Section 2 above.

Sourcing Support Desk - The Sourcing Support Desk is a service where SAP sourcing experts review client projects in draft format and provide general recommendations for best practices in event setup. When the review is completed a document is emailed to the client documenting the team's findings. SAP's Sourcing Support Desk service personnel will provide: non-commodity specific advice regarding site functionality, online bidding formats, lot structure, bidding parameters, supplier communication and management, and other aspects of a project. Recommendations shall not be commodity or industry specific, and SAP's Sourcing Support Desk personnel shall not be obligated to draft original content or to edit any written materials. The Sourcing Support Desk service is available in English from 8am to 5pm EST, Monday through Friday.

2B. HELP DESK SERVICE HOURS. SAP provides English language Help Desk Services Monday through Friday, 24 hours per day (24x5), between the hours of 8 PM Sunday to 8 PM Friday, EST, excluding December 25 and January 1 of any calendar year.

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3. DEFECT DIAGNOSIS AND RESOLUTION. SAP will provide defect diagnosis and resolution for core code issues related to its Ariba Cloud Service of SAP. SAP will use commercially reasonable efforts to resolve code issues, including using any resolution method available (i.e. fixes, workarounds, etc.). SAP allows three (3) Designated Support Contacts per Ariba Cloud Service of SAP. All Designated Support Contacts must be trained in the use of Ariba Cloud Service of SAP and be prepared to devote time and resources to working with SAP's Technical Support organization to resolve Issues. Customer will be given a reasonable number of accounts (30 maximum) to access the Web Site Support, but only Designated Support Contacts may log Issues through Web Site Support.

3A. ISSUE RESOLUTION ASSISTANCE. If Customer encounters a production Issue with the Ariba Cloud Services of SAP, Customer may engage SAP Customer Support Services. SAP will use commercially reasonable efforts to resolve such production Issues. SAP may use any resolution method available (i.e. fixes, workarounds, etc.) to resolve an Issue. Issues arising out of the Documentation may be corrected as part of a support note posted through Web Site Support. Each request for Customer Support Services is assigned an Issue number, and the Issue is prioritized per the following Severity Level guidelines:

Severity Level 1 All functionality in the Cloud Service is unavailable, causing critical impact to business production operations if service is not restored quickly. No workaround is available.
Severity Level 2 Certain functionality in the Cloud Service is unavailable causing critical impact to business production operations if service is not restored quickly. No workaround is available.
Severity Level 3 the Cloud Service performance is degraded on the production system. Acceptable workaround is available. Functionality is noticeably impaired but business operations continue.
Severity Level 4 Customer requires information or assistance on capabilities, installation, or configuration of the Cloud Services.

The following schedule is used by SAP to escalate Customer Support Services requests based on their Severity Level priority; Elapsed time for

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escalating Severity Level 1 Issues is based on a 7 day week, Elapsed times for all other Severity Level Issues are based on a 5 day business week (excluding weekends):

Escalation Guidelines for CSS Requests			
Elapsed Time	Severity Level 1 and 2	Severity Level 3	Severity Level 4
Over 4 hours	Technical Support Lead		
Over 8 hours	Manager of Technical Support		
Over 24 hours	Senior Manager of Technical Support	Technical Support Lead	
Over 48 hours	V.P. of Services; VP of Engineering	Manager of Technical Support	
Over 96 hours	Business Unit General Manager	Senior Manager of Technical Support	Manager of Technical Support

In conjunction with SAP's Issue resolution assistance, SAP also provides a Service Level Program for all Online Services, Hosting Services and the Ariba Network. The then current terms and conditions of the SAP Service Level Program are incorporated by reference and can be found at: http://www.ariba.com/legal/ariba_service_level_program.cfm

3B. RESPONSE COMMITMENTS. SAP provides a one (1) hour response commitment for all Severity Level Issues during the applicable service hours, excluding holidays. Response times are not applicable during holidays and closures due to natural disasters. SAP does not guarantee resolution to Issues within the response period, only response to initial calls. Failure to contact a Customer within such response time period because the Customer is unavailable (e.g. phone busy, no answer, in a meeting, or out of the office) does not constitute SAP's noncompliance with the response commitment.

3C. DEFECT DIAGNOSIS AND RESOLUTION SERVICE HOURS. SAP provides English Language Defect Diagnosis and Resolution Support

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Services 24 hours per day, seven days per week (24X7) for Severity Level 1 Issues; and Monday through Friday, 24 hours per day (24x5), between the hours of 8 PM Sunday to 8 PM Friday, EST, excluding December 25 and January 1 of any calendar year.

4. CUSTOMER SUPPORT CONTACT INFORMATION.

https://connect.ariba.com/TechSupport_Contacting.htm

5. NON-SAP ISSUES. If SAP reasonably believes that an Issue reported by Customer may be due to a problem with non-SAP products or a cause outside of SAP's control, SAP will so notify Customer. At that time, Customer may: (1) instruct SAP to proceed with Issue determination at Customer's possible expense as set forth below, or (2) instruct SAP that Customer does not wish SAP to proceed with Issue determination. If Customer requests that SAP proceed with Issue determination at Customer's possible expense, and SAP determines that the Issue was due to a problem with the non-SAP product or a cause outside of SAP's control, Customer shall pay SAP, at SAP's then-current standard consulting rates and policies, for all work performed in connection with such Issue determination, plus reasonable related expenses incurred therewith. Customer shall not be responsible for: (i) Issue determination or repair to the extent the Issues are with the SAP product, (ii) work performed under this paragraph in excess of Customer's instructions, or (iii) work performed after Customer has notified SAP that it no longer wishes work on the Issue (such notice shall be deemed given when actually received by SAP). If Customer instructs SAP that it does not wish the Issue pursued at Customer's possible expense, or if such determination requires effort in excess of Customer's instructions, SAP may, at its sole discretion, elect not to investigate the Issue.

6. AFFILIATE/SUBSIDIARY USE. CSS shall be provided in accordance with the terms and conditions herein only to Customer and not to Customer's affiliates or subsidiaries unless otherwise specified in the contract between Customer and SAP. In the event Customer's affiliates or subsidiaries are authorized to use the subscribed-to Cloud Service, Customer may designate any of its Designated Support Contacts to such affiliates or subsidiaries only.

7. PROACTIVE NOTIFICATION SERVICE. SAP may develop a major revision to a solution which adds new and different functions or capabilities. Additionally, SAP may develop temporary or permanent fixes to known issues and incorporate them into a formal "Update" to a solution. Updates may also include enhancements to solution functionality. SAP will provide notification to the customer's Designated Support Contacts informing them of any pending service pack upgrade or major full version release.

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8. WHAT IS NOT INCLUDED UNDER CUSTOMER SUPPORT SERVICES.

- **On line training.** Customer Support Services do not cover training over the phone. If Ariba Cloud Service of SAP use instruction or information is going to take more than 30 minutes of a support engineer's time, the Customer will be referred to SAP's Commerce Services. SAP Commerce Services can be provided but will be billed at SAP's then current rates and policies.
- **Assistance in the development of customization of the system.** Customer Support Services does not include assistance in developing Customer's specific customization requirements. Depending upon the nature and complexity of the consulting request, Customer will be referred to SAP's Commerce Services. SAP Commerce Services can be provided but will be billed at SAP's then current rates and policies.
- **Information and assistance on technical issues related to the installation, administration, and use of enabling technologies such as databases, computer networks, and communications.** SAP does not provide these services.
- **Assistance with the installation and configuration of hardware, including but not limited to computers, hard disks, networks, and printers.** SAP does not provide these services.

9. REPRODUCING ERRORS. With all Severity Levels, Customer will work closely with SAP to provide reproducible results for any Issues reported. In order to resolve an Issue, the Issue needs to be reproduced. An Issue may need to be reproduced on the latest Cloud Service. SAP's ability to resolve Issues will depend, in some cases, on the ability of the Designated Support Contacts, end users or suppliers, channel partners, or customers to provide accurate and detailed information, and to conduct diagnostic and test activities that will help SAP CSS to replicate/reproduce the Issue. Customer acknowledges that acceptance and use of the Cloud Services is authorization by the customer to grant SAP Support personnel access to the customers' hosted Cloud Service environments for the purpose of troubleshooting and resolving technical issues.

10. COMPATIBLE CONFIGURATIONS. With each new Update, SAP will provide a list of compatible configurations for that specific Update. This list of compatible configurations will clearly define third party platforms, such as such as browser versions, and other third party software solutions that may be used with the Update. Issues encountered when accessing the Cloud Service on configurations other than those specifically defined in the compatible configuration document (<https://knowledge.ariba.com/go2/1,,100099,00.html>)

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must be reproduced on a compatible configuration prior to entering an Issue resolution request. Customer Support Services covers only these documented compatible configurations.

11. EXCLUSIONS. SAP shall have no obligation to support Cloud Services problems caused by Customer's negligence, abuse or misapplication, use of the Cloud Services other than as specified in SAP's Documentation or other current technical materials or other causes beyond the control of SAP. SAP shall have no liability for any changes in Customer's on-premise environment used to access Ariba Cloud Service of SAP.

THESE SAP CUSTOMER SUPPORT SERVICES TERMS AND CONDITIONS CONSTITUTE A SERVICE CONTRACT (WHICH SUPPLEMENTS THE CONTRACT REGARDING CUSTOMER'S SUBSCRIPTION TO THE CLOUD SERVICE (THE "AGREEMENT")) AND NOT A SERVICES WARRANTY. ALL SERVICES AND MATERIALS RELATED THERETO ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE AGREEMENT. THIS DOCUMENT IS AN ADDITIONAL PART OF THE AGREEMENT AND IN THE EVENT OF CONFLICT BETWEEN THESE POLICIES AND THE TERMS OF THE AGREEMENT, THE TERMS OF THE AGREEMENT SHALL CONTROL.