

**SAP HANA Cloud Platform
Supplemental Terms and Conditions**

These supplemental terms and conditions (“the Supplement”) are part of an agreement for certain SAP Cloud services (“Agreement”) between SAP and Customer and apply solely to SAP HANA Cloud Platform (the “Cloud Service”) and not any other SAP product or service.

1. Definitions

1.1. Bandwidth means the amount of data traffic (measured in GB per month) that leaves SAP data centers between Platform Applications and End Users.

1.2. Compute Unit means a virtualized hardware resource available in pre-configured “T-Shirt” sized combinations of CPU cores and memory. Compute units are priced based on the number and types of compute units made available to Customer. The following types of compute units are available:

Compute Unit Size	CPU	Main memory
Lite	2 CPU cores	2,048 MB
Professional	2 CPU cores	4,096 MB
Premium	4 CPU cores	8,192 MB
Premium Plus	8 CPU cores	16,384 MB

1.3. Connection means the association of a Platform Application deployed on the Platform to any unique on-premise enterprise business application or on-premise data source via the SAP HANA Cloud Connector. Connections are measured by the number of connections to on-premise, backend systems.

1.4. Custom Domain means a domain requested and configured by Customer for Platform Applications, instead of the default hana.ondemand.com subdomain.

1.5. Custom Platform Applications means a set of related functionality created by Customer using the SAP HANA Cloud Platform SDK (available separately) or other tools provided with the Platform to run on Customer’s SAP HANA Cloud Platform landscape.

1.6. End Users means, for purpose of SAP HANA Cloud Platform, an individual that accesses a Platform Application running on the Platform.

1.7. MDF Custom Objects means Metadata Framework Objects created, modified, maintained or deleted by Customer using the SAP SuccessFactors Metadata Framework and run on the Platform for consumption by SAP SuccessFactors Employee Central or Business Execution Suite modules.

1.8. Packaged Platform Applications means a set of related functionality created by SAP or SAP partners for usage by multiple customers that have been reviewed or certified by SAP in accordance with SAP’s program guidelines for partner applications.

1.9. Platform means the technical infrastructure, SAP HANA database and tools hosted by SAP on which the Platform Applications can be uploaded and accessed by Customer and Customer’s End Users.

1.10. Platform Applications means Custom Platform Applications and Packaged Platform Applications. Platform Applications are measured by the number running on the Platform during the term of the subscription.

1.11. Unstructured Storage means an on-demand content repository according to the OASIS standard protocol Content Management Interoperability Services (CMIS), measured in gigabytes (GB).

2. Use of the Cloud Service.

2.1. Subscription Types. SAP HANA Cloud Platform is available in four types of subscriptions:

2.1.1. Resource-based packages as described in Section 3 below that may be subscribed to in different configurations and packages;

2.1.2. Packages that include specific resources for building SAP SuccessFactors or SAP Cloud for Customer extensions as described in Section 4 below;

2.1.3. End User-based packages as described in Section 5 below that include specified resources based on a number of End Users included in the subscription; and

2.1.4. Individual resources that can be subscribed to separately and added to Resource-based packages, packages for building SAP SuccessFactors or Cloud for Customer extensions or End User-based packages.

2.2. Platform Applications. The Cloud Service includes the Platform on which the Platform Applications can be uploaded and accessed by End Users. Except for Platform Applications, Customer may not upload any other SAP, Customer or third party applications or databases to the Platform. End Users must be employees of Customer or Customer’s Affiliates, or business partners or customers of Customer accessing the Platform Applications solely in support of Customer’s business operations. Customer may not otherwise make Platform Applications available to third parties, including, without limitation, as part of a software license or subscription, software-as-a-service, outsourcing or similar commercial arrangement with the End User. Customer is responsible for providing access to End Users and shall ensure End Users comply with the terms of this Agreement. For purposes of this Supplement, “Customer Data” shall include all Platform Applications, content, materials, data and information uploaded or transmitted to the Platform by Customer and its End Users.

2.3. Integration. If the Cloud Service or a Platform Application is integrated with any SAP solution, Customer must have the proper licenses for such SAP solution in order to access the SAP solution through the Cloud Service or Platform Application. Fees for such licenses are not included in the fees for the Cloud Service under the Order Form.

3. Resource-Based Packages

3.1. SAP HANA Infrastructure Services. SAP HANA Infrastructure Services does not include a license to the SAP HANA database or any other database. Customer must have a valid license agreement for the SAP HANA database in order to subscribe to SAP HANA Infrastructure Services. Customer may not use SAP HANA Infrastructure Services or copy, access or use the SAP HANA database software accessible through the SAP HANA Infrastructure Services without such current license. Any attempt to access the SAP HANA database without such a license is a violation of SAP’s intellectual property rights and a breach of this Agreement for which Customer will be fully liable to SAP. Customer’s use of the SAP HANA database is governed by the license agreement under which it is licensed to Customer and support for the SAP HANA database is provided under the applicable support agreement, if any. No support for the SAP HANA database accessible through SAP HANA Infrastructure Services is provided under this Agreement. SAP HANA Infrastructure Services can be subscribed to in the size configurations set forth in Section 3.3 below.

3.2 SAP HANA DBServices. SAP HANA DBServices includes either use of the SAP HANA database or use of the SAP Adaptive Server Enterprise (“ASE”) database, which are subject to the terms of **Attachment 3** to these Supplemental Terms and Conditions. SAP HANA DBServices with the SAP HANA database may be subscribed to in either Base or Platform Editions, and includes use of SAP HANA Infrastructure Services. It can be subscribed to in the size configurations described in Section 3.3. All SAP HANA DBServices offerings are available in both productive and non-productive subscriptions.

3.3. SAP HANA Infrastructure Services and SAP HANADB Services Sizing. SAP HANA Infrastructure Services and SAP HANA DBServices with the SAP HANA database are each available in the following size configurations:

Cores	8 Cores	12 Cores	24 Cores	32 Cores	40 Cores	80 Cores
SAP HANA RAM	32 GB	64 GB	128 GB	256 GB	512 GB	1 TB
Unstructured Storage	320 GB	640 GB	1280 GB	2560 GB	5120 GB	10 TB
Bandwidth	512 GB/Month	512 GB/month	512 GB/month	512 GB/month	1 TB/month	1 TB/month

3.4. SAP ASE Database. SAP HANA DBServices is available with the SAP ASE database and without the SAP HANA database. SAP HANA DBServices with the SAP ASE database is available in the following size configurations:

Cores	1 cores	2 cores	4 cores	8 cores	16 cores
-------	---------	---------	---------	---------	----------

SAP ASE RAM	4 GB	8 GB	16 GB	32 GB	64 GB
Unstructured Storage	32 GB	80 GB	160 GB	320 GB	640 GB
Bandwidth	512 GB/month	512 GB/month	512 GB/month	1024 GB/month	1024 GB/month

3.5. SAP HANA AppServices. SAP HANA AppServices is available in SAP Web IDE Edition, Standard Edition and Premium Edition. No database is included with the SAP HANA AppServices subscription. The SAP HANA AppServices editions are comprised of the following resources and packaged SAP products:

	SAP Web IDE Edition*	Standard Edition	Premium Edition
Compute Units	Not Included	3 Professional	6 Professional
Unstructured Storage	5 GB	200 GB	400 GB
Bandwidth	5 GB/month	512 GB/month	1 TB/month
Connections	unlimited Connections to SAP backends, 1 Connection to third-party backends	unlimited Connections to SAP backends, 1 Connection to third-party backends	unlimited Connections to SAP backends, 3 Connections to third-party backends
Custom Domains	Not Included	1	3
SAP HANA Cloud Portal	Not Included	30,000 site visits per month	60,000 site visits per month
SAP HANA Cloud Portal (Administrative Users)	Not Included	1	10
SAP HANA Cloud Integration	Not Included	Not Included	Application Edition
SAP Cloud Identity	Not Included	3,000 logon requests per month	3,000 logon requests per month
SAP Web IDE	Included		
SAP HANA Cloud Platform, mobile services	Not Included	100 End Users	100 End Users
SAP Mobile Documents	Not Included	Not Included	100 End Users
SAP Jam Enterprise Edition	Not Included	Not Included	100End Users

* Each subscription to SAP Web IDE edition of SAP HANA AppServices includes access by up to five (5) Authorized Users of the SAP Web IDE development tools.

3.6. SAP HANA Cloud Platform, starter edition. SAP HANA Cloud Platform, starter edition is available in 32 GB and 64 GB editions and includes access to SAP HANA DBServices. SAP HANA Cloud Platform, starter edition may only be used for non-productive testing and development of Platform Applications. No productive use of a Platform Application running on the Platform is permitted under this subscription. SAP does not provide support for SAP HANA Cloud Platform, starter edition. Customer may access SAP on-line communities to seek resolution to support incidents and product questions, however SAP does not offer any response time service levels. SAP provides no System Availability service level agreement for SAP HANA Cloud Platform, starter edition. The editions are comprised of the following resources and packaged SAP products:

	32 GB	64 GB
Compute Units	2 Lite	3 Lite
Database (structured) Storage	32 GB HANA (Platform Edition)	64 GB HANA (Platform Edition)
Unstructured Storage	10 GB	
Bandwidth	10GB/month	
Connections	unlimited Connections to SAP backends, 1 Connection to third-party backends	
Custom Domains	1	
SAP HANA Cloud Portal	80 site visits per month	
SAP HANA Cloud Portal (Administrative Users)	1	
SAP Cloud Identity	3,000 logon requests per month	
SAP Web IDE	Included	

4. SAP HANA Cloud Platform, extension packages.

4.1. Use of Extension Packages. The following packages of SAP HANA Cloud Platform resources and SAP products can be added to subscriptions to other specified SAP cloud products, and provide capabilities that allow Customer to build and run Platform Applications as extensions to these SAP cloud products solely for use in connection with Customer’s authorized use of the associated SAP cloud product. The extension packages include content and pre-packaged integrations to components of the associated SAP cloud services. Customer must have a subscription to the associated SAP cloud service to integrate it with a Platform Application. Fees for these extension packages are based on End Users, which must equate to the number of Users (or equivalent metric) in Customer’s subscription to the associated SAP cloud service (or its individual components). Unless otherwise noted as “per End User”, metrics are calculated “per Tier,” reflecting the maximum amount of the metric included in the applicable Tier of the extension package.

4.2. Available Packages.

4.2.1. The SAP HANA Cloud Platform, extension package for SuccessFactors. The SAP HANA Cloud Platform, extension package for SuccessFactors is available in three editions: Base Edition, Standard Edition and Enterprise Edition. Each edition is comprised of the following resources and packaged SAP services. For Standard and Enterprise Edition, each edition includes, in addition to use of an SAP HANA Database for production use, use of an SAP HANA Database solely for test and development activities (non-production use).

Base Edition	Tier 1 (1,000-4,999 End Users)	Tier 2 (5,000-19,999 End Users)	Tier 3 (20,000-49,999 End Users)	Tier 4 (50,000-99,999 End Users)	Tier 5 (100,000 and above End Users)
Number of Platform Applications	Unlimited Number of Platform Applications				
Number of MDF Objects	25				
Compute Units	3 Premium	10 Premium	15 Premium	30 Premium	45 Premium
Database (structured) Storage	HANA 32 GB (Base Edition)	HANA 64 GB (Base Edition)	HANA 256 GB (Base Edition)	HANA 512 GB (Base Edition)	HANA 1 TB (Base Edition)
Unstructured Storage	10 GB	50 GB	100 GB	200 GB	300 GB
Bandwidth	100 GB / month	500 GB / month	1 TB / month	2 TB / month	3 TB / month
Connections	Unlimited Number of Connections				
Custom Domains	Not Included				
SAP HANA Cloud Integration	Not Included				
SAP Cloud Portal	30 site visits per End User / month	30 site visits per End User / month	15 site visits per End User / month	10 site visits per End User / month	10 site visits per End User / month
SAP Cloud Portal (Administrative Users)	5	5	10	10	15
SAP Cloud Identity	Not Included				
SAP HANA Cloud Platform, mobile services	Not Included				
SAP Mobile Documents	Not Included				
SAP Web IDE	Included				

Standard Edition	Tier 1 (1,000-4,999 End Users)	Tier 2 (5,000-19,999 End Users)	Tier 3 (20,000-49,999 End Users)	Tier 4 (50,000-99,999 End Users)	Tier 5 (100,000 and above End Users)
Number of Platform Applications	Unlimited Number of Platform Applications				
Number of MDF Objects	50				
Compute Units	5 Premium	10 Premium	15 Premium	30 Premium	45 Premium
Database (structured) Storage	HANA 32 GB (Base Edition) production + HANA 32 GB (Base Edition) non-production	HANA 64 GB (Base Edition) production + HANA 64 GB (Base Edition) non-production	HANA 256 GB (Base Edition) production + HANA 256 GB (Base Edition) non-production	HANA 512 GB (Base Edition) production + HANA 512 GB (Base Edition) non-production	HANA 1 TB (Base Edition) production + HANA 1 TB (Base Edition) non-production

Unstructured Storage	10 GB	50 GB	100 GB	200 GB	300 GB
Bandwidth	200 GB / month	1 TB / month	2 TB / month	4 TB / month	6 TB / month
Connections	Unlimited Number of Connections				
Custom Domains	4				
SAP HANA Cloud Integration	Application Edition				
SAP Cloud Portal	30 site visits per End User / month	30 site visits per End User / month	15 site visits per End User / month	10 site visits per End User / month	10 site visits per End User / month
SAP Cloud Portal (Administrative Users)	5	5	10	10	15
SAP Cloud Identity	30 logon requests per End User / month				
SAP HANA Cloud Platform, mobile services	Not Included				
SAP Mobile Documents	Not Included				
SAP Web IDE	Included				

Enterprise Edition	Tier 1 (1,000-4,999 End Users)	Tier 2 (5,000-19,999 End Users)	Tier 3 (20,000-49,999 End Users)	Tier 4 (50,000-99,999 End Users)	Tier 5 (100,000 and above End Users)
Number of Platform Applications	Unlimited Number of Platform Applications				
Number of MDF Objects	75				
Compute Units	5 Premium	15 Premium	30 Premium	45 Premium	60 Premium
Database (structured) Storage	HANA 32 GB (Platform Edition) production + HANA 32 GB (Platform Edition) non-production	HANA 64 GB (Platform Edition) production + HANA 64 GB (Platform Edition) non-production	HANA 256 GB (Platform Edition) production + HANA 256 GB (Platform Edition) non-production	HANA 512 GB (Platform Edition) production + HANA 512 GB (Platform Edition) non-production	HANA 1 TB (Platform Edition) production + HANA 1 TB (Platform Edition) non-production
Unstructured Storage	1 TB	5 TB	10 TB	20 TB	30 TB
Bandwidth	400 GB / month	2 TB / month	4 TB / month	8 TB / month	12 TB / month
Connections	Unlimited Number of Connections				
Custom Domains	4				
SAP HANA Cloud Integration	Application Edition				
SAP Cloud Portal	30 site visits per End User / month	30 site visits per End User / month	15 site visits per End User / month	10 site visits per End User / month	10 site visits per End User / month
SAP Cloud Portal (Administrative Users)	5	5	10	10	15

SAP Cloud Identity	30 logon requests per End User / month
SAP HANA Cloud Platform, mobile services	subscription per End User*
SAP Mobile Documents	subscription per End User*
SAP Web IDE	Included

*For purposes of packaged SAP products, each End User in Customer’s subscription for the applicable SAP HANA Cloud Platform package is entitled to use the applicable packaged SAP product as a single End User.

4.2.2. Cloud for Customer, extension package. The Cloud for Customer, extension package is available in three editions: Enterprise Edition, Standard Edition and Premium Edition. Each edition is comprised of the following resources and packaged SAP services. Only an individual for which a User subscription under SAP Cloud for Customer has been obtained is permitted to access the resources and packaged SAP products included in the Cloud for Customer, extension package editions. Each edition includes, in addition to use of an SAP HANA Database for production use, use of an SAP HANA Database solely for test and development activities (non-production use).

(a) Enterprise Edition. Except for the resources and packaged SAP services described in this Supplement (which are subject to the terms of this Supplement), the Cloud for Customer, extension package, Enterprise Edition is subject to the terms of the Supplemental Terms and Conditions for SAP Cloud for Customer. The SAP HANA Cloud Platform-based resources and packaged SAP products included with this edition are listed in the table below.

Enterprise Edition	Tier 1 (1 - 999 End Users)	Tier 2 (1,000- 4,999 End Users)	Tier 3 (5,000 and above End Users)
Number of Platform Applications	Unlimited Number of Platform Applications		
Compute Units	5	10	15
Database (structured) Storage	HANA 32 GB (Platform Edition) production + HANA 32 GB (Platform Edition) non-production	HANA 64 GB (Platform Edition) production + HANA 64 GB (Platform Edition) non-production	HANA 128 GB (Platform Edition) production + HANA 128 GB (Platform Edition) non-production
Unstructured Storage	500 GB	2.5 TB	5 TB
Bandwidth	200 GB / month	1 TB / month	2 TB / month
Connections	Unlimited Number of Connections		
Custom Domains	3		
SAP HANA Cloud Integration	Application Edition included		
SAP Cloud Portal	30 site visits per End User / month		
SAP Cloud Portal (Administrative Users)	5		
SAP Cloud Identity	30 logon requests per End User / month		
SAP HANA Cloud Platform, mobile services	subscription per End User*		
SAP Mobile Documents	subscription per End User*		
SAP Jam Enterprise Edition	subscription per End User*		
SAP Cloud for Customer, Enhanced Package	subscription per End User*		
SAP Web IDE	Included		

*For purposes of packaged SAP products, each End User in Customer's subscription for the applicable SAP HANA Cloud Platform package is entitled to use the applicable packaged SAP product as a single End User.

(b) Standard Edition and Premium Edition. The SAP Cloud for Customer, extension package, Standard Edition and Premium Edition, contain the resources and packaged products listed in the tables below.

Standard Edition	Tier 1 (1 - 999 End Users)	Tier 2 (1,000- 4,999 End Users)	Tier 3 (5,000 and above End Users)
Number of Platform Applications	Unlimited Number of Platform Applications		
Compute Units	3	10	15
Database (structured) Storage	HANA 32 GB (Base Edition) production + HANA 32 GB (Base Edition) non-production	HANA 64 GB (Base Edition) production + HANA 64 GB (Base Edition) non-production	HANA 128 GB (Base Edition) production + HANA 128 GB (Base Edition) non-production
Unstructured Storage	10 GB	50 GB	100 GB
Bandwidth	100 GB / month	250 GB / month	500 GB / month
Connections	Unlimited Number of Connections		
Custom Domains	1		
SAP HANA Cloud Integration	Not Included		
SAP Cloud Portal	30 site visits per End User / month		
SAP Cloud Portal (Administrative Users)	5		
SAP Cloud Identity	30 logon requests per End User / month		
SAP HANA Cloud Platform, mobile services	subscription per End User*		
SAP Mobile Documents	Not Included		
SAP Jam Enterprise Edition	Not Included		
SAP Web IDE	Included		

*For purposes of packaged SAP products, each End User in Customer's subscription for the applicable SAP HANA Cloud Platform package is entitled to use the applicable packaged SAP product as a single End User.

Premium Edition	Tier 1 (1 - 999 End Users)	Tier 2 (1,000- 4,999 End Users)	Tier 3 (5,000 and above End Users)
Number of Platform Applications	Unlimited Number of Platform Applications		
Compute Units	5	10	15
Database (structured) Storage	HANA 32 GB (Platform) production + HANA 32 GB (Platform) non-production	HANA 64 GB (Platform) production + HANA 64 GB (Platform) non-production	HANA 128 GB (Platform) production + HANA 128 GB (Platform) non-production

Unstructured Storage	10 GB	50 GB	100 GB
Bandwidth	100 GB / month	250 GB / month	500 GB / month
Connections	Unlimited Number of Connections		
Custom Domains	3		
SAP HANA Cloud Integration	Not Included		
SAP Cloud Portal	30 site visits per End User / month		
SAP Cloud Portal (Administrative Users)	5		
SAP Cloud Identity	30 logon requests per End User / month		
SAP HANA Cloud Platform, mobile services	subscription per End User*		
SAP Mobile Documents	Not Included		
SAP Jam Enterprise Edition	Not Included		
SAP Web IDE	Included		

*For purposes of packaged products, each End User in Customer's subscription for the applicable SAP HANA Cloud Platform package is entitled to use the applicable packaged product as a single End User.

5. End User Based Packages.

5.1. Fees. Fees for End User-based packages of the SAP HANA Cloud Platform are based on End Users.

5.2. Use of Package. Any Platform Application uploaded to the Platform under an End User-based Customer account must include user-authentication functionality (either SAP, third party or customer-developed authentication) that includes user log files that capture sufficient data to determine the number of End Users accessing the Platform Application. Unless otherwise noted as "per End User", metrics are calculated "per subscription," reflecting the maximum amount of the metric included in the package, regardless of the number of End Users included in or added to the subscription. End User-based packages cannot be combined with SAP HANA AppServices, SAP HANA Cloud Platform, extension package for SuccessFactors, Cloud for Customer, extension package or SAP HANA Cloud Platform, starter edition under the same account or sub-account.

5.3. Available Packages. Each package contains the components set forth in the following table. The level/amount of listed components is specified per package, unless specifically identified as being per End User.

Edition	Professional edition	Single Application edition	Multiple Application edition
Number of Platform Applications	1	1	Unlimited Number of Platform Applications
Compute Units	2 Lite	2 Professional	6 Professional
Database (structured) Storage	120 MB ASE and 10 GB HANA (Platform Edition)	120 MB ASE and 10 GB HANA (Platform Edition)	120 MB ASE and 10 GB HANA (Platform Edition)
Unstructured Storage	10 GB	2 GB per End User	2 GB per End User

Bandwidth	10 GB / month	10 GB per End User / month	10 GB per End User / month
Connections	unlimited Connections	unlimited Connections	unlimited Connections
Custom Domains	1	1	1
SAP HANA Cloud Integration	Not included	Not included	Application Edition
SAP Cloud Portal	300 site visits / month	300 site visits per End User / month	750 site visits per End User / month
SAP Cloud Portal (Administrative User)	1	1	1
SAP Cloud Identity	30 logon requests per End User / month	30 logon requests per End User / month	30 logon requests per End User / month
SAP Web IDE	Included	Included	Included
SAP HANA Cloud Platform, mobile services	subscription per End User*	subscription per End User*	subscription per End User*
SAP Mobile Documents	subscription per End User*	subscription per End User*	subscription per End User*
SAP Jam Enterprise Edition	subscription per End User*	subscription per End User*	subscription per End User*
SAP Web IDE	Included		

* For purposes of packaged products, each End User in Customer's subscription for the applicable SAP HANA Cloud Platform package is entitled to use the respective packaged SAP product as a single End User.

6. Packaged SAP Products. The following terms apply to SAP products included with the SAP HANA Cloud Platform packages described in these Supplemental Terms and Conditions. Unless otherwise noted, use of the packaged SAP products is limited to use in connection with SAP HANA Cloud Platform. Support, System Availability and Maintenance Windows identified in the Supplemental Terms and Conditions for the applicable packaged SAP products supersede those stated in these Supplemental Terms and Conditions for SAP HANA Cloud Platform.

6.1. SAP HANA Cloud Portal. The Usage Metric for measuring use of SAP HANA Cloud Portal is a site visit. A site visit is an individual visit (user sessions) to Customer's SAP HANA Cloud Portal. In addition, Customer may have administrative user(s) access Customer's instance of SAP HANA Cloud Portal under each subscription in which SAP HANA Cloud Portal is included. Use of SAP HANA Cloud Portal is subject to the terms contained in the SAP HANA Cloud Portal Supplemental Terms and Conditions located at <http://www.sap.com/company/legal/index.epx>.

6.2. SAP HANA Cloud Integration. Use of SAP HANA Cloud Integration is limited to integrating Platform Applications with either an SAP on-premise software product, another SAP cloud solution, or a third-party solution for which Customer has secured an appropriate license. Access to the Cloud Service is only via the Platform Applications and the SAP HANA Cloud Integration integration component. Subscriptions for connected cloud solutions and licenses for the on-premise software must be subscribed to separately. Use of SAP HANA Cloud Integration is subject to the terms contained in the SAP HANA Cloud Integration (Application Edition) Supplemental Terms and Conditions located at <http://www.sap.com/company/legal/index.epx>.

6.3. SAP Cloud Identity. The Usage Metric for measuring use of SAP Cloud Identity is logon requests. A logon request is a single authentication request managed via SAP Cloud Identity. SAP Cloud Identity counts only one logon per user per day. Additional logon requests may be subscribed to in addition to the logon requests included in the packages described in Section 3 and 5 of these Supplemental Terms and Conditions.

6.4. SAP Web IDE. If Customer has obtained a subscription to a package that includes the SAP Web IDE environment, Customer may access the SAP Web IDE environment from the Platform. Use of SAP Web IDE is subject to the terms in **Attachment 2** hereto.

6.5. SAP HANA Cloud Platform mobile services. For purposes of SAP HANA Cloud Platform mobile services, an "End User" is an individual who registers a mobile application in SAP HANA Cloud Platform mobile services. Use of SAP HANA Cloud Platform mobile services is subject to the terms contained in the SAP HANA Cloud Platform mobile services Supplemental Terms and Conditions located at <http://www.sap.com/company/legal/index.epx>.

6.6. SAP Mobile Documents. For purposes of SAP Mobile Documents, an "End User" is Customer's and its Affiliates' employees, agents, contractors, consultants, suppliers or other individuals who are authorized by Customer to use SAP Mobile Documents. Use of SAP Mobile Documents is subject to the terms contained in the SAP Mobile Documents Supplemental Terms and Conditions located at <http://www.sap.com/company/legal/index.epx>.

6.7. SAP Jam Enterprise. For purposes of SAP Jam Enterprise, an "End User" is Customer's and its Affiliates' employees, agents, contractors, consultants, suppliers or other individuals who are authorized by Customer to use SAP Jam Enterprise. No additional BizX Platform User or SuccessFactors Foundation User subscription is required for the packaged SAP Jam Enterprise service. Use of SAP Jam Enterprise is subject to the terms contained in the SAP Jam Supplemental Terms and Conditions located at <http://www.sap.com/company/legal/index.epx>.

7. HANA Cloud Platform Services. The following services are available as subscription services in addition to the SAP HANA Cloud Platform packages described above. Each of these services requires subscription to a HANA Cloud Platform package or service that includes use of the SAP HANA database.

7.1. SAP HANA Cloud Platform remote data sync. The Usage Metric for the SAP HANA Cloud Platform remote data sync Service is a flat fee per month for each subscription. Two editions of SAP HANA Cloud Platform remote data sync are available:

7.1.1 SAP HANA Cloud Platform remote data sync, standard edition (based on one Compute Unit Professional).

7.1.2 SAP HANA Cloud Platform remote data sync, premium edition (based on one Compute Unit Premium).

Customer must separately subscribe to the SQL Anywhere Remote Database Client for use on the client side.

7.2. SAP HANA Cloud Platform Internet of Things Service. Fees for the SAP HANA Cloud Platform Internet of Things Service are based on the Usage Metric of devices per month connected to the Cloud Service. A device means a uniquely identifiable object and its virtual representation in the Cloud Service for which a device ID is allocated. Use of the SAP HANA Cloud Platform Internet of Things Service requires database storage which must be obtained under a separate subscription to a HANA Cloud Platform.

8. Maintenance Windows. SAP can use the following maintenance windows for planned downtimes:

Maintenance Windows	
Regular Maintenance Windows	<p>Bi-weekly, in odd calendar weeks (e.g., calendar week 1, 3, 5, etc.) during the following times:</p> <p>For data centers in Europe: Thursday morning 7:00 a.m. to 8:00 a.m. Central European Time (CET) = UTC+1) / Central European Summer Time (CEST = UTC+2) ,</p> <p>For data centers in the United States: 3:00 a.m. to 4:00 a.m. Eastern Standard Time (EST = UTC-5) / 4:00 a.m. to 5:00 a.m. Eastern Daylight Time (EDT = UTC-4)</p>

	<p>For data centers in Australia: 10:00 p.m. to 11:00 p.m. Australian Eastern Standard Time (AEST = UTC+10) / 11:00 p.m. to 12:00 a.m. Australian Eastern Daylight Time (AEDT = UTC+11).</p> <p>In this downtime Platform Applications cannot be deployed and re-started. Running Platform Applications will not be affected.</p>
Major Upgrades	<p>Up to 4 times per year from Saturday 8:00 a.m. to 2:00 p.m. Central European Time (CET). SAP will inform Customer in due time in advance (either by email or by any other electronic means).</p>

9. Platform Availability

9.1 With respect to the Platform, SAP warrants at least ninety-nine point nine percent (99.9%) System Availability over any calendar month, provided:

- (a) The Platform Application runs with minimum 2 application processes/nodes as described in "neo deploy" command documentation (that is relevant for Java Platform Applications only); and
- (b) The Platform Application has an availability check configured according to the "Availability Checks" documentation.

9.2 "System Availability" means the average percentage of total time during which the production version of the Cloud Service is available to Customer during a calendar month, except for excluded downtimes. Excluded downtimes means (i) a scheduled downtime for which a Maintenance Window is described in section 8. above; (ii) unavailability caused by factors outside of SAP's reasonable control, such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised; (iii) micro outages (meaning an inaccessibility that lasts less than fifteen (15) minutes, provided that there are no more than three (3) micro outages within a calendar month); and (iv) inaccessibility due to Customer's requests or where Customer approved the same in advance.

9.3 Should SAP fail to achieve ninety-nine point nine percent (99.9%) System Availability for the Platform over a calendar month, Customer shall have the right to receive a credit equal to one percent (1%) of its subscription fees for Cloud Service for that month, for each one tenth of a percent (0.1%) (or portion thereof) by which SAP fails to achieve such level, up to one hundred percent (100%) of the fees for such month. Should SAP fail to achieve ninety-nine point nine percent (99.9%) System Availability for the Platform in each of two (2) consecutive calendar months, Customer shall have the right to terminate the Order Form for cause, in which case SAP will refund to Customer any prepaid fees for the remainder of its subscription term after the date of termination. Claims under this service level agreement must be made in good faith by submitting a support case within ten (10) business days after the end of the relevant period.

10. Support. SAP shall provide support services for the Cloud Service in accordance with **Attachment 1** to this Supplement. No support services are provided for Platform Applications.

11. Additional Terms.

11.1. SAP makes available a software development kit (SDK) and Eclipse Plugs Ins (Plug Ins), the SAP Web IDE as well as the SAP HANA Web-Based Development Workbench, to be used by Customer to create Custom Platform Applications. The SAP Web IDE and the SAP HANA Web-Based Development Workbench are part of the Cloud Service and are subject to the terms in **Attachment 2** to this Supplement. The SDK and Plug Ins can be obtained by Customer at <https://tools.hana.ondemand.com>. Separate terms of use governing Customer's use of the SDK and Plug Ins must be accepted by Customer when downloading the SDK and Plug Ins. As part of the SDK a small footprint server can be downloaded to Customer's client so Customer can build and functionally test Custom Platform Applications before deploying them to the Platform.

11.2. Customer will protect the privacy and legal rights of its End Users under all applicable laws and regulations, which includes a legally adequate privacy notice communicated from Customer (or to the extent applicable, obtain necessary consent according to data protection laws). Customer will obtain and maintain any required consents from End Users to allow Customer's access, monitoring, use or disclosure of such content, data and materials. Further, Customer will notify its End Users that any information provided as part of the Platform Application will be made available to SAP as part of SAP providing the Cloud Service.

11.3. If SAP is notified by an End User or an owner of Customer Data that the Customer Data allegedly infringes its rights, SAP may investigate the allegation (including by consulting with Customer) and determine in good faith and in its reasonable discretion whether to remove the Customer Data, which it may do after providing Customer with prior notice regarding such removal within a reasonable time in light of the circumstances. SAP has no obligation to monitor Customer Data and interactions between End Users or Customer and its End Users. Customer shall take down any and all Customer Data of which it becomes aware that is infringing in a prompt manner or promptly notify SAP to do so.

11.4. In no event may Customer resell the Cloud Service or any component of the Cloud Service to any third party. Customer may not use the Cloud Service or any Platform Application to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisements or other solicitations ("spam").

11.5. Customer may not use, and may not authorize any Authorized Users or End Users to use, any Public Software in connection with the Cloud Service in any manner that requires, pursuant to the license applicable to such Public Software, that any SAP software applications or other materials be (i) disclosed or distributed in source code form, (ii) made available free of charge to recipients, or (iii) 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: (i) the GNU General Public License (GPL), Lesser/Library GPL (LGPL), or Free Documentation License, (ii) The Artistic License (e.g., PERL), (iii) the Mozilla Public License, (iv) the Netscape Public License, (v) the Sun Community Source License (SCSL), (vi) the Sun Industry Standards License (SISL), and (vii) the BSD License.

11.6. Customer is responsible for ensuring that its Platform Applications are capable of automatic restart without manual operator intervention in the event of hardware or system failure occurring within the Cloud Service. This includes ensuring that the Platform Application connection to on-premise enterprise systems will be automatically restored upon system restart. Customer is solely responsible for failure of Platform Applications to be built in a manner that they are fail safe and can restore their running state once the Platform Applications are started by the Platform, including failure to achieve any service level.

11.7. Customer may connect Platform Applications to SAP on-premise enterprise systems and non-SAP enterprise systems via the SAP HANA Cloud Connector. For each Platform Application connecting to an SAP on-premise system, an appropriate on-premise license is required for the type of access to the SAP on-premise enterprise system requested through the Platform Applications running on SAP HANA Cloud Platform.

11.7.1. For mixed environments (SAP backends and third-party backends), Customer must subscribe to Connections to non-SAP on-premise systems under the Order Form.

11.7.2. For access to on-premise enterprise systems through mediated middleware solutions:

- (a) If an SAP mediated solution, Customer does not pay for Connections irrespective of SAP or non-SAP on-premise enterprise systems connected to this mediated solution.
- (b) If non-SAP mediated solution, Customer must subscribe to a Connection under the Order Form only for the Connection to each non-SAP mediated solution.

Attachment 1
To
SAP HANA Cloud Platform
Supplemental Terms and Conditions
Support Services for SAP HANA Cloud Platform

This document ("Support Services Document") describes the support services provided by SAP for SAP HANA Cloud Platform.

1. Applicability

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

2. Support Services

Support for SAP HANA Cloud Platform Malfunctions

SAP will offer support for all malfunctions related to the Cloud Service (each an "**Incident**"). Support for Platform Applications is not included. Incidents have to be reported by Customer via the help functionality made available by SAP (or any other support channel introduced by SAP). In the event that SAP must access any of Customer's systems remotely, e.g. via application sharing, Customer hereby grants to SAP the permission for such remote access. The following Incident priorities shall apply:

Incident Priorities	Definition	Support Availability	Support Language	Initial Response Time
Very High	The problem has very serious consequences for major business transactions 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, except for: Monday to Friday 9.00 am to 5.00 pm Central European Time: English, German	SAP initial response within 1 hour of confirmation.* SAP will attempt to contact customer within the initial response time to clarify business impact and initiate resolution process.
High	A business transaction does not work and necessary tasks cannot be performed. The Incident requires prompt attention because the malfunction can disrupt the entire productive business flow.	Monday to Friday from 9:00 am – 5:00 pm Central European Time	English, German	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 business transaction does not work as expected with minor consequences for the productive operation.			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 business transactions.			Reasonable response time based on the incident.*

*Incident receipt at SAP will be confirmed via SAP incident management system for all online submitted incidents.

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 Customer in advance.

3. Customer Obligations/Preconditions

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

Key Users

Customer shall identify at least one English-speaking Authorized User as a "Key User". The Key User is responsible for managing all business related tasks of the Cloud Service related to Customer's business, such as:

- (i) Support end 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 Customer's third party systems (if available), such as e-mail, fax, printers;
- (iv) Support the potential adaptation of the Cloud Service.

Exploration of self-help tools

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

Attachment 2
To Supplemental Terms and Conditions
for
SAP HANA Cloud Platform

SAP Web IDE and SAP HANA Web-Based Development Workbench Terms

1. DEFINITIONS

a. "Tools" means the applications, editors, SDKs, application programming interfaces ("APIs"), templates, sample code, data integration connectors, and other similar developer software, documentation, quick start guides, and reference materials including classes and methods, that are utilized by developers to create Content, that are made available to Customer by SAP on or through the Platform.

b. "Content" means: (1) with respect to SAP Web IDE: HTML5-based code, models, applications, configurations, data, or other electronic materials created by Customer using the Tools licensed hereunder and (2) with respect to SAP HANA Web-Based Development Workbench: SAP HANA native applications that add business logic to the SAP HANA database, and models, applications, configurations, data, or other electronic materials created by Customer using the Tools licensed hereunder. For purposes of this Agreement, Content shall be deemed a Custom Platform Application.

c. "SAP Software" means SAP proprietary software applications, hosted services and database products licensed separately or provided as part of the Cloud Service.

2. LICENSE: SAP makes the Tools available to Customer on the Platform solely for the purposes of designing, developing, testing, and demonstrating Content that is compatible with SAP Software. The Tools may not be downloaded or used by Customer except via remote access to the Platform.

3. COVENANT NOT TO SUE: In exchange for the right to develop Content under this Agreement, Customer covenants not to assert any intellectual property rights in Content created by Customer against any SAP product, service, or future SAP development.

4. GENERAL: Customer may not use the Tools for (1) the purposes of demonstrating the Tools, or, (2) any type of non-development purposes.

5. RESTRICTIONS: Customer shall ensure that the Content will not: (w) unreasonably impair, degrade or reduce the performance or security of any SAP Software, services, or related technology; (x) enable the bypassing or circumventing of any SAP license restrictions and/or provide any third party with access to the SAP Software or other SAP products to which such third party is not licensed or otherwise entitled; (y) render or provide, without prior written consent from SAP, any non-public information concerning SAP Software license terms, or any other non-public information related to SAP Software; or (z) permit mass data extraction from SAP Software to a non-SAP product for the purposes of replacing the SAP Software as the data's system of record, including use, modification, saving or other processing of such data in the non-SAP product.

6. THIRD PARTY LICENSES: In the event the Content created under this Agreement can be utilized to access, use, edit, copy, or extract data or database content from a third party database or software product, Customer understands that Customer is responsible for entering into a separate license with SAP or other party which grants Customer the applicable rights to the database or other software from which Customer is extracting and using data hereunder.

7. OWNERSHIP: Subject to SAP's ownership of the SAP Software, the Cloud Service and Tools, the ownership of any Content Customer develops under this Agreement shall vest in Customer. Ownership of and title in the Tools and to all intellectual property rights in any SAP proprietary information embodied in the SAP Software and the Cloud Service are and shall remain in SAP and its licensors. Customer acquires only the rights expressly set forth under Section 2 above. Nothing in this Agreement shall in any way convey to Customer any ownership rights or title in or to the SAP Software, the Cloud Service or Tools. The SAP Software, the Cloud Service and Tools, may not be modified or altered in any way except by SAP.

Attachment 3
To Supplemental Terms and Conditions
for
SAP HANA Cloud Platform

SAP HANA Database and SAP ASE Database Use Terms

Capitalized terms not otherwise defined in these SAP HANA Database and ASE Database Use Terms shall have the meaning specified in the SAP Software Use Rights terms located here: <http://www.sap.com/company/legal/index.epx>.

SAP HANA Database

For SAP HANA Cloud Platform subscriptions that include a subscription to the SAP HANA database, the following terms apply. Subscriptions to the SAP HANA database include either SAP HANA Base Edition or SAP HANA Platform Edition. In addition to the terms set forth in the SAP Software Use Rights terms applicable to the appropriate SAP HANA version, the following terms apply to use of SAP HANA under this Agreement:

1. SAP HANA may only be used as a runtime database with SAP HANA DBServices and Platform Applications. Customer may not use SAP HANA as a persistence data layer for any other solution.
2. SAP HANA currently includes a runtime license of SAP HANA Studio and SAP HANA Client (together with related materials provided by SAP, the "SAP Materials"). Such runtime components shall be limited solely to Use with SAP HANA DBServices and SAP HANA AppServices. Customer must download SAP HANA Studio and SAP HANA Client to its own hardware in order to use SAP HANA.
3. Use of the SAP HANA DBServices instance must conform to sizing information in the Documentation.
4. Customer may not link or combine multiple instances of the SAP HANA licensed under separate Agreements.
5. Other than communication (including data transfers) via application level APIs between software applications running on SAP HANA under this Agreement, and software applications running on any runtime database acquired from SAP or its Affiliates or any of its respective resellers or distributors, SAP HANA shall not access, directly or indirectly, in any manner whatsoever, any such runtime database(s).

SAP ASE Database

For SAP HANA Platform subscriptions that include a subscription to the SAP ASE database, the following terms apply. In addition to the terms set forth in the SAP Software Use Rights terms applicable to SAP ASE, the following terms apply to use of SAP ASE under this Agreement:

1. SAP ASE may only be used as a runtime database with SAP HANA DBServices and Platform Applications.
2. Customer may not use SAP ASE as a persistence data layer for any other solution.
3. Customer may not link or combine multiple instances of the SAP ASE licensed under separate Agreements.
4. SAP ASE shall not access, directly or indirectly, in any manner whatsoever, any runtime database acquired from SAP or its Affiliates or any of its respective resellers or distributors.