SAP Health Link
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 Health Link (the "Cloud Service") and not to any other SAP product or service.

1.   Use of the Cloud Service

1.1.   The Cloud Service requires use of a mobile application by patients to transmit health data (medical parameters) to the hosted portion of the Cloud Service. SAP will provide development tools (an SDK), or an Android Application Package (APK) file depending on the applicable mobile operating system, which Customer can use to create a Customer-branded mobile application to distribute to patients via third-party mobile application stores. The terms governing the SDK and APK files are set forth in **Attachment 1** to this Supplement. Since the SDK and APK files are not hosted by SAP, but only available for download by Customer, the System Availability SLA and Support terms do not apply to the SDK and APK files.

1.2.   The Cloud Service includes a portal for access by medical staff (doctors and call centers) to allow medical staff to get alerts on patient medical conditions, as configured by Customer, to add and review medical parameters together with the patient and to set joint health goals.

1.3.   The Cloud Service also includes an administrative and analytical application hosted by SAP for Customer to monitor the effectiveness and efficiency of its health improvement/prevention programs.

1.4.   Customer is solely responsible for the use of the Cloud Service by patients and medical staff. All medical staff and patients accessing the Cloud Solution through the portal or mobile application are deemed Authorized Users as defined in the GTC, and Customer will ensure that each Authorized User complies with the terms of this Agreement. Customer is responsible for ensuring all patient data is accurate, complete and adequate for Customer's purposes.

1.5.   In order to use the medication functionality of the Cloud Service, Customer may license a list of EAN numbers for drugs from a third party and import these data into the configuration tables of the Cloud Service. The content of the related table must be updated regularly by the Customer. SAP may provide updating of the tables as an additional service, subject to a separate agreement and fee.

2.   Fees. Fees for the Cloud Service are based on the Usage Metric of Active Users per Month. An Active User is a patient recording at least one medical parameter in the Cloud Service in a given calendar month. If a patient is enrolled in more than one program of Customer, the individual is counted as a separate Active User for each program.

3.   Additional Terms

3.1   Intended Use. The Cloud Service is intended for use in medical program management only. It is not intended to be used as a medical device for diagnostic or therapeutic purposes. In particular and without limitation, the Cloud Service is not intended to serve for (i) the detection, prevention, surveillance, treatment or relief of diseases or (ii) the examination, substitution or change of the anatomical structure or a physiological process of a human being.

3.2   Data Security/Consent. SAP does provide encryption of data transmitted between the mobile application and the hosted portion of the Cloud Service, however data stored on the hosted portion of the Cloud Service is not encrypted. Customer is responsible for user authentication of end users of mobile applications that are used to transmit patient data to the hosted portion of the Cloud Service. Customer is responsible for obtaining the written consent of each patient for use of the patient data by Customer and medical staff using the functions of the Cloud Service, and Customer shall make such consents available to SAP upon request.

3.3   Data Access. Customer can access Customer Data anytime during the subscription term through the documented functionality of the Cloud Service. No access to raw data submitted by patients is otherwise possible by Customer.

Attachment 1
To
SAP Health Link
Supplemental Terms and Conditions
Mobile SDK and APK file Terms

1.   Licensed Materials. The following SDK and APK are delivered to Customer pursuant to the terms of this Attachment 1 for download via SAP Service Marketplace:

Android APK for SAP Health Link ("Android SPK") and iOS SDK for SAP Health Link ("iOS SDK")

With respect to the Android SPK and iOS SDK, in the event of any conflict between the terms of this Attachment 1 and the terms of the Supplement, GTC or Order Form, the terms of this Attachment 1 shall control.

2.   License Terms

2.1   SAP grants a non-exclusive license to the Android APK for the term of the Order Form for the sole purpose of Customer (a) distributing the SAP Health Link mobile app ("Applicable Software") to patients for use in connection with the Cloud Service as permitted in this Agreement and (b) (with the help of SAP at additional fee) modifying and customizing the Applicable Software in accordance with the Agreement. Any such modification or customization of the Applicable Software, as well as any modification or customization of the Android APK in furtherance of the foregoing, is limited to use in support of Customer's internal business operations (which includes distribution to patients). Customer is expressly prohibited from using the Android APK to modify or customize any other software from SAP, Customer or any third party.

2.2   With respect to the iOS SDK, SAP grants to Customer the non-exclusive, worldwide, non-transferable, revocable right to use, for the term of the Order Form, the iOS SDK provided by SAP exclusively for use within its own mobile applications created by Customer only for specific use with iOS products pursuant to an iOS Developer Program License Agreement or an iOS Developer Program Enterprise License Agreement ("Program Agreement"). Customer shall ensure that it has entered in to a Program Agreement with Apple and that it will maintain such Program Agreement throughout the term of this Agreement. Customer is prohibited from redistributing the iOS SDK provided by SAP hereunder or any part thereof.

2.2   Any other use of the Android APK or iOS SDK is subject to a separate written agreement with SAP and may require the payment of additional fees.

2.3   The Android APK and iOS SDK are provided at no additional license or support fee due to SAP, and are provided "AS-IS" without warranty or support obligation of any kind. SAP does not offer and is not obligated to provide SAP Support for the Android APK or ioS SDK. SAP Support does not apply to Customer modifications to the Applicable Software made using the Android APK.

2.4   The Android APK and iOS SDK and any modifications and/or enhancements to the Android APK or iOS SDK and/or Applicable Software, and all intellectual property rights embodied in the foregoing, shall be the sole and exclusive property of SAP, SAP SE (the parent company of SAP) or its or their licensors. No further rights are granted to Customer under this Agreement regarding the Android APK or iOS SDK.

2.5   Customer must use reasonable security measures to protect the iOS SDK and Android APK from unauthorized disclosure and unauthorized use. Upon termination of the subscription to the Cloud Service, Customer shall cease all distribution of mobile applications created with the iOS SDK or Android APK, and remove them from the applicable third-party mobile application stores.

3.   Delivery. Delivery of the Android APK and iOS SDK licensed hereunder will take place by SAP making the them available for download or other electronic transmission to Customer's location at Customer's address stated in the Order Form. Customer confirms that it has access to SAP Service Marketplace as required to download the Android APK and iOS SDK licensed under this Attachment 1.