

SAP Intelligent Notification 365, e-mail API 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 to SAP Intelligent Notification 365, e-mail API (the "SAP Intelligent Notification 365 Service").

1. DEFINITIONS

"Authority" means a regulatory, governmental, legal and/or statutory body, or other competent authority.

"Content" means any information or material (including without limitation images, audio, video, textual data, applications or such other material) supplied by Customer for distribution to End Users in Emails as part of a Customer Service;

"Customer Service" means a marketing, advertising, promotional or informational program or initiative, or other project, conducted by Customer utilizing the SAP Intelligent Notification 365Service;

"Email" means a multimedia digital message containing Content in a form for delivery via electronic mail via Internet Protocol (IP) or other technology, protocols or standards used to transmit mobile digital content or information;

"End User" means a person or entity that is a user and/or recipient of a Customer Service;

"Provisioning Form" means a document in the form attached as an Attachment to this Supplement; and

"Service Provider" means any entity including, but not limited to, SAP suppliers and/or internet service providers that directly or indirectly are used in relation to the supply of the SAP Intelligent Notification 365Service.

2. FEES The Usage Metric for the SAP Intelligent Notification 365Service is Emails.

3. CUSTOMER RESPONSIBILITIES

3.1. Access and Connectivity

(a) **Provisioning Form.** Customer shall submit to SAP the completed Provisioning Form to enable SAP to set-up the SAP Intelligent Notification 365 Service for each Customer Service. Customer will cooperate with SAP to manage the set-up of the SAP Intelligent Notification 365 Service and will provide complete and accurate data in formats specified by SAP and subject to agreed delivery processes, schedules and timelines.

(b) **Email size.** Customer shall not send an individual Email larger than 20 Mb in size. Emails blocked by Service Providers are not SAP's responsibility.

(c) **Traffic Forecasts.** Customer shall provide to SAP reasonable forecasts of proposed Email traffic volumes, including peak hour, monthly and quarterly volumes during implementation and as requested by SAP. Where the actual Email traffic exceeds 120% of the forecasted volume ("Burst") SAP may suspend the SAP Intelligent Notification 365 Service until the Email traffic is again compliant with the forecasted volume.

3.2. Customer Service

(a) **End User opt-in/opt-out requirements.** Customer shall send Emails only to End Users who have consented or "opted-in" to receiving the quantity, frequency and types of Emails specified in the applicable Customer Service and who have been informed of their rights to and the free process for cancelling receipt or "opting-out" of receiving future Emails. Customer shall stop sending Emails to an End User who has "opted-out" from receiving such Emails as soon as possible but in no case later than twenty four (24) hours after receipt of the opt-out request (or any shorter time period if necessary to comply with any legal, governmental and/or Service Provider request). Customer shall, within twenty-four (24) hours of receiving a written request from SAP, provide SAP with proof of End User opt-in requests, opt-out requests and/or Customer's response time for discontinuing the supply of Emails. Customer shall keep such records during the term of this Agreement and for a

minimum period of one (1) year after termination or such other retention period as permitted or required by law.

(b) **Customer Content.** Customer shall bear sole responsibility for the acts, omissions or breaches of End Users with respect to the use of the SAP Intelligent Notification 365 Service, Customer Service and the Emails.

(c) **Compliance.** Customer shall promptly provide information requested by and/or comply with directions issued by an Authority, and shall, at SAP's discretion, be fully responsible for any regulatory proceeding instituted by an Authority, in relation to the Content, Customer Service, Emails or its use of the SAP Intelligent Notification 365 Service and shall fully cooperate with SAP in relation to the same. Content shall be deemed Customer Data for purposes of Section 3 of this Supplement.

4. ADDITIONAL TERMS

4.1. Support Policy for SAP Cloud Services. The Support Policy for SAP Cloud Services referred to in the Order Form is modified by adding the following support contact: SAP Mobile Services Community at <https://community.sapmobileservices.com/t5/Enterprise-Services-Support-Knowledgebase/tkb-p/EnterpriseTKB>.

4.2. Data Processing Agreement for Cloud Services. The SAP Intelligent Notification 365 Service may constitute an electronic communications service and as a result data protection legislation will apply to the SAP Intelligent Notification 365 Service in some but not all countries. The Data Processing Agreement for SAP Cloud Services referenced in the Order Form (as amended below) ("**DPA**") shall apply to the SAP Intelligent Notification 365 Service only in those countries where there is deemed to be data processing under applicable data protection legislation. In all other circumstances, the DPA shall not apply to the SAP Intelligent Notification 365 Service (but will apply to the Hybris Marketing Cloud).

4.3. DPA Amendment. The DPA where it applies to the SAP Intelligent Notification 365 Service, is amended as follows:

(a) The definition of 'Personal Data' in Section 8.8 of the DPA shall be deleted and replaced as follows:

"**Personal Data**" means any information relating to a Data Subject. For the purposes of this DPA, it includes only personal data supplied or transmitted by Customer through the SAP Intelligent Notification 365 Service. It also includes personal data supplied to or accessed by SAP or its Subprocessors in order to provide support under the Agreement."

(b) Section 3.1 of the DPA shall be deleted and replaced as follows:

"Instructions from Customer.

SAP will follow instructions received from Customer (on its own behalf or on behalf of its Data Controllers) with respect to Personal Data, unless they (i) are legally prohibited, or (ii) require material change to the SAP Intelligent Notification 365 Service. If SAP cannot comply with an instruction, it will promptly notify Customer (email permitted).

(c) The following shall be added as a new Section 3.6:

"Deletion.

SAP shall erase Personal Data and any electronic communications content once it is no longer necessary for the purpose of the communication unless applicable law requires retention."

(d) The following shall be added as a new Section 3.7:

"Meta Data.

Any traffic or meta data that arises in the supply of the SAP Intelligent Notification 365 Service belongs to SAP."

(e) Section 7 of the DPA shall be deleted.

4.4. Termination. SAP may terminate in whole or in part the SAP Intelligent Notification 365 Service immediately on written notice at any time (i) upon the termination of any Service Provider relationship with SAP necessary for SAP to provide the SAP Intelligent Notification 365 Service; or (ii) upon any Authority's prohibition or limitation affecting SAP's ability to provide the SAP Intelligent Notification 365 Service.

**Attachment A
Provisioning Form**

This Provisioning Form is incorporated into and governed by the Order Form with SAP Reference No. _____.

Customer Service(s) Details	
Order effective date	
Customer name	[Insert Formal Name of Customer]
Customer Registration Number	
Country of Incorporation	
Address	
Billing Address (if different from above)	N/A
Technical Contact	[include name, email, phone and mobile]
Commercial Contact	[include name, email, phone and mobile]
Existing SAP customer	<input type="checkbox"/> Yes <input type="checkbox"/> No Please specify existing SAP offering and, where applicable, release version: _____
Customer Email subdomain	<input type="checkbox"/> Single <input type="checkbox"/> Multiple please specify _____ Please enter each Email subdomains needed with "from (or sender) " and "reply to" addresses
HTML Open/Click through Tracking ¹	<input type="checkbox"/> Yes <input type="checkbox"/> No
Deliverability	<input type="checkbox"/> SPF <input type="checkbox"/> DKIM DKIM key size <input type="checkbox"/> 2048 <input type="checkbox"/> 1024
Deliverability (Sender Score) Reports	<input type="checkbox"/> Yes <input type="checkbox"/> No Frequency _____
Notifications from	<input type="checkbox"/> single source (application) <input type="checkbox"/> Multiple sources (applications)
Source public IP addresses (Please list)	
Customer Service start date	
Customer Service end date	
Customer Service testing start date	
Customer Service testing end date	
Customer Service languages	
Customer contact name & phone	
Email traffic forecasts	Per hour [] Per month []

¹HTML and click through tracking is opted out by default for Hybris customers.