SAP Sales Cloud and SAP Service Cloud
Supplemental Terms and Conditions

This Supplement is part of an agreement for SAP Cloud Services between SAP and Customer and applies only to SAP Sales Cloud and SAP Service Cloud product(s) for which Customer is subscribed (each the "Cloud Service"). Any documents referenced in this Supplement are available upon request.

1. CLOUD SERVICE

1.1. The Cloud Service is available in three editions: Standard, Professional and Enterprise, plus additional add-on services. The Cloud Service functionality delivered with each edition is specified in the SAP Sales Cloud and Service Cloud Feature Specification document located at: http://www.sap.com/corporate-en/about/our-company/policies/cloud/service-specifications.html.

1.2. Use of SAP Cloud Applications Studio (included in specified editions of the Cloud Service) is subject to the terms set forth in **Attachment 1** to this Supplement.

1.3. Customer may subscribe to test tenants that are described in the Documentation (each a "**Test Tenant**") for non-productive purposes only. No more than fifty Users may access each Test Tenant.

1.4. SAP will provide storage for the Cloud Service up to ten gigabytes of disk storage space per User, not to exceed (a) 10 TB total storage for all Users, or (b) 250 million data records for all Users, whichever occurs first. Additional storage is available based on then-current pricing.

1.5. SAP Sales Cloud and SAP Service Cloud, private edition includes a single production tenant within a dedicated multi-tenant system for single customer usage and customized maintenance windows.

1.6. If Customer integrates the Cloud Service with licensed SAP on-premise software, Customer may access such licensed SAP on-premise software through the Cloud Service solely to perform functions in conjunction with its use of the Cloud Service without requiring additional SAP named user licenses for such SAP on-premise software.

1.7. SAP Sales Cloud and SAP Service Cloud, limited access includes the same functions as the Enterprise edition, but is limited to 400 dialogue steps per month. A dialog step is measured each time a User initiates data movement in the Cloud Service. Each movement of data in a multi-step process, even if initiated by a single User action, is counted as a separate dialog step.

2. USAGE METRICS

2.1. The Usage Metric for the Cloud Service is Users. Users are individuals who are authorized to access the Cloud Service.

2.2. SAP Cloud for Customer, server-side integration is an optional service that can be included in the subscription with the following Cloud Service versions for an additional fee: SAP Cloud for Sales; SAP Cloud for Service with the SAP Cloud for Service, sales option; SAP Sales Cloud, enhanced package; and SAP Cloud for Customer, enterprise edition. The Usage Metric for SAP Cloud for Customer, server-side integration is Users, and the subscription must include the same number of Users as are included in Customer's subscription to the applicable SAP Cloud for Customer services to which it is added. SAP Cloud for Customer, server-side integration is not available in all data centers in which SAP Cloud for Customer is hosted.

3. ADDITIONAL TERMS.

3.1 **SAP Service Cloud.** SAP Service Cloud includes integration to social media services and web sites and other similar services operated by third parties ("**Social Media Services**"). Customer will not transmit any personally identifiable information to any Social Media Service via the Cloud Service. Customer will not sell user data obtained through a Social Media Service.

3.2 **SAP Jam Collaboration, enterprise edition**. SAP Jam Collaboration, enterprise edition is included in the Professional and Enterprise editions of the Cloud Service solely for use in conjunction with the Cloud Service, and use is subject to the maintenance windows for SAP Jam Collaboration, enterprise edition and the Supplemental Terms for SAP Jam Collaboration located at www.sap.com/agreements-cloud-supplement.

3.3 **Integration Component.** If downloaded, the integration component made available by SAP with the Cloud Service may only be used with the Cloud Service. Customer is responsible for the security of the integration component and the System Availability SLA does not apply to it.

3.4 **Google Maps Service ("GM Service").** If the Cloud Service accesses the GM Service through a Google Maps API, Customer's use of the GM Service is subject to Google's Terms of Service, which are set forth at **http://www.google.com/intl/en/policies/terms/**. If Customer does not accept the Google Terms of Service, including, but not limited to, all limitations and restrictions therein, Customer may not use the GM Service in the Cloud Service. Use of the GM Service in or through the Cloud Service will constitute Customer's acceptance of Google´s Terms of Service. Customer's usage of the GM Service in or through the Cloud Service can be terminated by SAP without reason at any time and SAP will not be required to provide an equivalent service via another provider.

1.   USE RIGHTS

1.1   SAP grants to Customer a non-exclusive, limited license for Authorized Users to use the Cloud Applications Studio and its Documentation to develop and test the Customer Solution. The SAP Cloud Service may only be enhanced to create the Customer Solution using the Cloud Application Studio. The Customer Solution will not be further distributed or licensed.

1.2   SAP and its Affiliates are permitted to independently develop and modify the Cloud Service in any way, and create new products and services, including those that are similar or comparable to the Customer Solution.

2.   SAP OBLIGATIONS.

2.1   SAP will allow Customer to incorporate the Customer Solution into Customer's Cloud Service environment.

2.2   Customer grants to SAP a non-exclusive license to operate and support the Customer Solution.

2.3   Except as expressly set forth in this Attachment 1, SAP is not responsible for the Customer Solution.

3.   CUSTOMER OBLIGATIONS

3.1   Customer will ensure that the Customer Solution remains compatible and interoperable with the Cloud Service.

3.2   Customer will defend SAP against claims brought against SAP, SAP SE, its Affiliates and subcontractors by any third party related to Customer Solution. Customer will indemnify SAP against all damages finally awarded against SAP, SAP SE, its Affiliates and subcontractors (or the amount of any settlement Customer enters into) with respect to these claims.

3.3   Customer is required to have at least one additional test tenant when using Cloud Applications Studio.

4.   INTELLECTUAL PROPERTY RIGHTS. Customer owns the intellectual property rights to the portions of the Customer Solution that it develops, excluding the Cloud Service, Cloud Materials, and SAP pre-existing materials and any derivative works thereto.

5.   ADDITIONAL TERMS. The Customer Solution must not: (i) unreasonably impair, degrade or reduce the performance or security of the SAP Cloud Service or the Cloud Applications Studio; (ii) enable the bypassing or circumventing of SAP license restrictions and/or provide users with access to the SAP Cloud Service or the Cloud Applications Studio to which such users are not properly licensed; or (iii) render or provide, without written consent from SAP, any information concerning SAP products.

6.   DEFINITIONS

6.1   "APIs" means SAP's application programming interfaces, as well as other commands or instructions provided under this Agreement, that allow other software products to communicate with or call on the Cloud Service or the Cloud Applications Studio provided under this Agreement.

6.2   "Cloud Applications Studio" means the SAP development environment to which SAP grants Customer use rights for development of the Customer Solution.

6.3   "Customer Solution" means a solution developed or packaged by Customer using the Cloud Applications Studio that adds new and independent functionality beyond that provided by the SAP Cloud Solution or that connects via APIs.