SAP SuccessFactors HCM Suite
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 SuccessFactors HCM Suite (the "Cloud Service") and not any other SAP product or service.

1. CLOUD SERVICE

1.1 SAP may use Customer Data for developing and distributing benchmarks and similar reports and databases therefrom so long as SAP (a) first removes all references to Customer and any personal information of an Authorized User included in the Customer Data; (b) presents such Customer Data in the form of aggregate benchmarks; and (c) generates and publishes benchmarks only when such benchmarks include data from at least seven (7) other organizations.

1.2 Packages ("Packages") consist of several SAP products ("Products") and some Products consist of several SAP modules. Packaged pricing for the Cloud Service, if applicable, will not be disaggregated and Customer shall not be entitled to credits, swaps or other concessions associated therewith. Packages and Products do not include any new products or modules that may be released after the Effective Date of the applicable Order Form. Package and Product descriptions are set forth in Appendix 1.

1.3 Not all content is available in each language but that language packs may only provide translations for the text strings used in the software system interface, not the content such as goals wizards texts and the like.

An Enterprise Language Pack ("ELP"), which is included with Customer's subscription for so long as Customer continues to subscribe to the Cloud Service, includes language packs that SAP presently and in the future makes generally available thereunder. Access to and delivery of any future language packs will occur only when such language packs are made generally available to all customers. Implementation service fees set forth in an Order Form, if any, are only for those language packs Customer has initially selected for implementation. Implementation of any additional language packs will result in additional service fees, which fees will be documented in an additional Order Form or addendum. For clarity, ELP is not included with subscriptions to SAP Jam, Employee Central Payroll, Perform & Reward for Small Business, SuccessFactors Employee Central Service Center or SAP HANA Cloud Platform, extension package for SuccessFactors.

1.4 If Customer subscribes to Lominger, the following shall apply:

Lominger Limited, Inc. ("Lominger") content provided under an Order Form is a third party product that will be subject to the separate terms and conditions set forth below. SAP disclaims any responsibility for such third party product. Lominger owns all rights in the titles and text, including all updates, revisions, and upgrades thereto, of the Lominger products known as (a) The Leadership Architect® Sort Cards 04.1b-INTL English; (b) The Leadership Architect® Competency Aspects v02.1a – English; (c) FYI For Your Improvement™ – 4th Edition – English; and (d) 10 Universal Performance Dimensions Titles and Definitions (collectively the "Lominger Provided Content"). Such Lominger Provided Content is subject to the following conditions:

Customer's use of the Lominger Provided Content shall not extend outside of the Cloud Service other than in material specifically used in the context of training around the Cloud Service. In the event Customer wishes to use the Lominger Provided Content for any other purpose, in any form, or create any derivatives thereof, Customer shall enter into a separate license agreement with Lominger for such extended use of the Lominger Provided Content.

The Lominger Provided Content contains the proprietary works of Lominger and is deemed Confidential Information. Customer will not allow the Lominger Provided Content to be disclosed, copied by, or otherwise transferred to any person or entity outside of Customer. The Lominger Provided Content is for Customer's use in certain SAP modules, as made generally available by Lominger, may only be used within the Cloud Service and may not be edited.

1.5 The Cloud Service may be accessed by Authorized Users through a mobile application obtained by Authorized Users via third-party websites (e.g.: Android or Apple app store). The use of such mobile applications is governed by the terms and conditions presented to the Authorized User upon download/access to the mobile application and not by the terms of the Agreement. The third party that operates the website through which the mobile application is distributed may stop distributing the mobile application at any time, and SAP is not responsible for the unavailability of the mobile application due to the actions of the third party distributor.

2. FEES

2.1 **Authorized User Usage Metric. "Authorized Users"** shall, in addition to that set forth in the Agreement, also include Customer's and its Affiliates' employees and Business Partners whose information is stored on the Cloud Service and who have an active profile/status against which the Cloud Service is processing transactions. Pricing for the SAP SuccessFactors Advanced Learning Package, SAP SuccessFactors Perform & Reward Package, SAP SuccessFactors Performance & Goals Product, SAP SuccessFactors Compensation Product, SAP SuccessFactors Succession & Career Development Product, SAP SuccessFactors Learning Product, SAP SuccessFactors Validated Learning Product, SAP SuccessFactors Employee Central Product, Employee Central Payroll Product, SAP Jam Product and Perform & Reward for Small Business, is based on Authorized Users.

2.2 **Employee Usage Metric.** "**Employees**" means the number of Customer's (and its participating Affiliates') total employee population. Pricing for the SAP SuccessFactors Talent Management Package, SAP SuccessFactors Enterprise Package, SAP SuccessFactors Onboarding, SAP SuccessFactors Recruiting Execution Product, SAP SuccessFactors Recruiting Marketing Product, SAP SuccessFactors Recruiting Management Product, SAP SuccessFactors Workforce Analytics & Planning Product, SAP SuccessFactors Workforce Planning Product, SAP SuccessFactors Workforce Analytics Product, SuccessFactors Employee Central Service Center and SAP HANA Cloud Platform, extension package for SuccessFactors, is based on Users.

2.3 For purposes of calculating pricing, Authorized Users or Employees, as applicable, shall exclude (a) individuals who do not have an active profile/status on the Cloud Service; (b) external candidates using the Recruiting Management Cloud Service or Recruiting Marketing Cloud Service to respond to employment opportunities; and (c) external raters using the 360 Degree Reviews Cloud Service to perform reviews.

3. SERVICE SPECIFIC ADDITIONAL TERMS. The terms below apply solely to the identified Cloud Services and prevail over any conflicting terms in the Agreement.

3.1 **Jam Cloud Service**

(a) **"User Content"** means information that is uploaded to the Jam Cloud Service by Authorized Users. User Content shall be considered Customer Data.

(b) **User Content Disclaimer.** If SAP is notified by an Authorized User or an owner of User Content that the User Content 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 User Content, 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 User Content and interactions between Authorized Users or Customer and its Authorized Users. Customer shall take down any and all User Content of which it becomes aware that is infringing in a prompt manner or promptly notify SAP to do so.

(c) **Storage.** The following Gigabyte (GB) storage limits apply to the Jam Cloud Service:

SAP Jam, basic edition: 2 GB per instance

SAP Jam, advanced edition: 100 GB per instance

SAP Jam, advanced plus edition: 200 GB per instance

SAP Jam, enterprise edition: 1000 GB per instance

If subscribed to, "Jam Collaboration, data storage add-on additional storage" entitles Customer to the specified additional units of storage set forth in the applicable Order Form. One unit of storage equals five hundred (500) GBs.

3.2 **Recruiting Marketing (RM) Cloud Service**

(a) **Definitions.**

(i) **"Candidate Information"** means personal data and personally identifiable information associated with potential candidates, including, but not limited to, name and email address. Candidate Information shall be considered Customer Data.

(ii) **"Customer Content"** means graphics, branding and job requisition content made available by Customer to SAP. Customer Content shall be considered Customer Data.

(iii) **"Recruiting Dashboard"** means the on-line tool included with the RM Cloud Service that provides Customer with reports and metrics.

(b) **Customer Content.** In connection with the RM Cloud Service, Customer will make Customer Content available to SAP. The RM Cloud Service requires access to Customer Content from Customer's career site and/or Applicant Tracking System ("ATS"), therefore Customer is responsible for ensuring that SAP has daily access to Customer Content, and Customer will provide SAP with at least two weeks' written notice of any modifications to Customer's career site or ATS.

As applicable, SAP will create a Customer website ("Customer Website") with Customer Content within the standard RM Cloud Service layout, subject to an implementation requirements document to be mutually agreed to prior to the start of the implementation.

(c) **Candidate Information Restrictions and Authorized Use.** Customer shall use, display and distribute Candidate Information for the express limited purpose of recruitment for employment and in compliance with all applicable laws, regulations, judicial orders and Customer's privacy policy, including, but not limited to, obtaining any necessary third party consents such as opt-in consents, in connection with the Candidate Information. Customer is responsible for ensuring that all Customer Content and all use, display, and distribution thereof in connection with the Agreement each comply with applicable laws and regulations.

(d) **Marks.** SAP acknowledges that Customer owns certain names and logos, including, but not limited to, trademarks and trade names of its products or services. Customer's names and logos along with proprietary rights related to the same will be referred to collectively as "Marks". Subject to the terms and conditions of the Agreement and only if and as applicable, Customer hereby grants SAP a limited, nonexclusive, license to use the Marks in connection with the RM Cloud Service. SAP acknowledges that Customer is the sole owner of its Marks.

(e) **Privacy Policy**. Customer's consumer-facing privacy policy shall provide for the following:

(i) a provision stating that third party cookies may be placed by service providers, such as SAP, on Customer's website(s); and

(ii) a provision stating that Customer may share anonymous/aggregate information with third parties, such as SAP, for purposes relating to the RM Cloud Service.

(f) **Media Spend Management.** The following applies in the event Customer subscribes to Media Spend Management – Recruiter Licenses and/or Media Spend Management – Postings:

For commissionable media sources managed by SAP, SAP's media agency fee will be paid by the applicable media source. For non-commissionable media sources managed by SAP, SAP will mark-up the actual media spend at the current standard agency rate (17.65% net markup). For all managed media sources, minimum monthly commissions per media source may apply.

Customer authorizes SAP to represent it as the Agency of Record ("AOR") to 3rd party interactive media sources in relation to the Customer's sponsored recruiting advertising in order to receive commission and to allow SAP to purchase interactive media on behalf of Customer. If a 3rd party interactive media source requires a separate legal arrangement, the AOR designation does not provide SAP with the authorization to enter into any additional agreements without Customer signature.

Upon termination or expiration of any Order Form, all media source contracts entered into by SAP on Customer's behalf with Customer's authorization shall either continue at the contracted fee or, at Customer's option, be transferred, contingent upon approval of any third parties in interest, to the entity designated by Customer, or cancelled by SAP, if possible. If Customer properly terminates an Order Form, pursuant to the terms of the Agreement, after the start of SAP-designed media campaign(s), then

an early termination fee of fifteen percent (15%) of expected media spend under the campaign(s) will apply. If Customer also terminates the media campaign, then Customer will be liable for any cancellation fees charged by the applicable vendors. Notwithstanding any termination, SAP shall be entitled to be paid for all media planned or placed for Customer prior to the effective date of termination so long as such media planning and/or placement has been requested and approved by Customer.

The third party media source shall be responsible for determination, collection and remittance of all applicable taxes. SAP shall pass through to Customer any applicable taxes due by Customer without validating the appropriateness of the tax amount or providing any representations regarding the taxation of third party media products, including the treatment of such products as taxable or non-taxable by any state or local jurisdiction.

3.3. <u>**Learning and Validated Learning Cloud Services**</u>

(a) **Types of Authorized Users.** If and as set forth in an Order Form, the following shall apply:

(i) An External Active Authorized User is defined as a Learning or Validated Learning Cloud Service Authorized User who is not an employee of Customer, but who is maintained in the same Learning or Validated Learning Cloud Service instance. External Active Authorized Users must be identified in the Learning or Validated Learning Cloud Service by Customer separately from other Authorized Users.

(ii) For Transactional Active Authorized Users, "Transaction" means: (i) each instance that a non-employee Learning or Validated Learning Cloud Service Authorized User enrolls or is enrolled by a third party, in an instructor-led training event or offering; or (ii) each instance that a non-employee Learning or Validated Learning Cloud Service Authorized User enrolls in, is enrolled in by a third party or initially launches, an online training event or offering that will be charged. There will be no fee associated with each subsequent time that a non-employee Learning or Validated Learning Cloud Service Authorized User re-enters a course or each time a non-employee Learning or Validated Learning Cloud Service Authorized User launches a content object that comprises an online item.

(iii) For Activity-based Authorized Users, notwithstanding anything to the contrary in the Agreement, an Activity-based Authorized User means a Learning or Validated Learning Cloud Service Authorized User who, at any time during the applicable subscription year: (i) has had a learning event recorded; (ii) has had an item assignment made; (iii) is enrolled or waitlisted for a learning offering; (iv) has launched online content; or (v) has launched or attended a virtual learning system event.

(iv) A Limited Active Authorized User is defined as a Learning or Validated Learning Cloud Service Authorized User who is an employee of Customer and who takes no more than three (3) courses (e-learning or classroom) per subscription year. Limited Active Authorized Users must be identified in the Learning or Validated Learning Cloud Service by Customer separately from other Authorized Users.

(b) **SAP SuccessFactors Learning, content storage.** Content storage is included as part of Customer's standard subscription to the Learning or Validated Learning Cloud Service, but not included as part of a subscription to any of the additional Authorized User types described in Section 3.3.(a) above.

(i) Content storage included with the Learning or Validated Learning Cloud Service includes content bandwidth and twenty five (25) Gigabytes (GBs) of eLearning content storage. Content bandwidth is calculated based on two hundred and fifty (250) Megabytes (MBs) per (active) Authorized User per year. In the event Customer exceeds the amount of content bandwidth set forth herein, Customer may subscribe to additional GBs of bandwidth, in one hundred (100) GB increments, at SAP's then current prices, prorated for the then current subscription year, by signing an addendum to the applicable Order Form. In the event Customer exceeds the amount of content storage set forth herein, Customer may subscribe to additional GBs of storage, in twenty five (25) GB increments, at SAP's then current prices, prorated for the then current subscription year, by signing an addendum to the applicable Order Form. The increased bandwidth and/or storage levels, as applicable, will also be used for calculating the fees for any subsequent years in the Subscription Term.

(ii) Content storage includes infrastructure, including web server and disc space, and uses Akamai as the Content Delivery Network (CDN) provider. If Customer cannot support Akamai as its CDN, Content storage cannot be provisioned to Customer.

(iii) Content is not dependent on server-side software (databases, server side scripts).

(iv) Content is backed-up nightly.

(c) **SAP SUCCESSFACTORS LEARNING, content service add-on.** If Customer is purchasing SAP SuccessFactors Learning, content service add-on as set forth in an Order Form, the following terms shall apply.

(i) **Definitions.**

    A. "Custom Content" means Customer-specific content created by Customer or an external developer/vendor. Content in this category is in standard e-learning format and communicates with the Learning or Validated Learning Cloud Service via the AICC or SCORM communication standards.

    B. "Non-Tracking Content" means content that does not have inherent tracking capabilities per the AICC or SCORM communication standards, but can still be configured for online access through the Learning or Validated Learning Cloud Service.

    C. "External Vendor Content" means generic, off the shelf, content created by a third-party content vendor. Under the assumption that the underlying code and structure is the same for all content from a particular vendor, SAP personnel will load, verify set-up and support all content, but will only validate a subset (ten percent (10%)) thereof.

(ii) **Description of SuccessFactors Learning, content service add-on.**

    A. **Content Deployment Support**

    (1) Customer's authorized content owners may upload courses to the SAP SuccessFactors Learning, content service add-on portal for management by the SAP SuccessFactors Learning, content service add-on service. Courses will be deployed to the SAP SuccessFactors Learning, content service add-on hosting platform, set up and tested in Customer's Learning or Validated Learning Cloud Service.

    (2) SAP is responsible for testing and verification of launch, play and tracking of the Custom Content and External Vendor Content to ensure such content is communicating correctly with the Learning or Validated Learning Cloud Service, per the AICC or SCORM (including SCORM 2004) communication standards. Non-Tracking Content is tested for such content launches. All External Vendor Content is tested for launch, but only ten percent (10%) of External Vendor Content is validated for communication with the Learning or Validated Learning Cloud Service.

    (3) SAP will discuss/review communication compliance issues with the content owner/creator. Customer will provide a designated contact for the Custom Content and/or Non-Tracking Content on delivery of such content to SAP.

    (4) Customer will approve all content before it is pushed for live access to Customer's production environment.

    (5) Ongoing updates/maintenance for all content will include:

        o Receipt of new content file from Customer, or vendor on its behalf.

        o Updating content, content object and pertinent contextual data for approval in Customer's staging and production environments.

        o Testing content for launch and, where applicable, integration with the Learning or Validated Learning Cloud Service.

    B. **Service Level Objective**

    (1) Customer will provide an appropriate level sponsor ("Project Sponsor") to provide SAP with reasonable access to business and technical contacts, background information, data and system sources, as needed, to fulfill Customer's responsibilities.

    (2) Customer may designate up to two (2) authorized account contacts for the purpose of reporting content issues, defects and suggesting enhancements through their dedicated SAP SuccessFactors Learning, content service add-on consultant. For clarity, SAP will provide dedicated SAP SuccessFactors Learning, content service add-on support to these two (2) authorized contacts. Customer, not SAP, will provide support directly to its Authorized Users.

    (3) Customer may designate up to ten (10) authorized content owners who are permitted to submit content to be managed by SAP SuccessFactors Learning, content service add-on.

(4) A content upload/update of a single course will be completed within one (1) business day of SAP's receipt of any such content, through the agreed upon channels. If content validation activities indicate issues with content launch, exit or tracking (for trackable content), SAP will provide an issue report to the content owner within one (1) business day of receipt. Once the content owner has resolved the reported issue and delivers a revised version of the content to SAP, content upload and update will be completed within one (1) business day of SAP's receipt of the revised content. For clarity, this provision applies to all of the content types defined above.

(5) Any content upload/update of multiple course titles in a single day will be completed in a timeline to be mutually agreed to between the SAP SuccessFactors Learning, content service add-on consultant and an authorized account contact for Customer.

C. **Assumptions and Additional Conditions**

(1) Specific Customer SAP SuccessFactors Learning, content service add-on details may be defined in an Order Form. Changes to Customer's SAP SuccessFactors Learning, content service add-on subscription or service level objectives are managed via a change notification process that will require Customer signature.

(2) Content is not dependent on server-side software (databases, server side scripts).

(3) As part of SAP SuccessFactors Learning, content service add-on, SAP utilizes Akamai as its Content Delivery Network (CDN) provider. If Customer cannot support Akamai as its CDN provider, SAP SuccessFactors Learning, content service add-on cannot be provisioned to Customer.

(4) Only content that is hosted on the SAP SuccessFactors Learning, content service add-on servers is subject to the applicable support and services described herein.

(5) A single course may include up to ten (10) content objects (modules). A course that contains more than ten (10) content objects will count as multiple courses with respect to the SAP SuccessFactors Learning, content service add-on limits and, as applicable, the service level objectives described above.

(6) All courses that are active in the production instance of Customer's Learning or Validated Learning Cloud Service are included in the total course count for purposes of the SAP SuccessFactors Learning, content service add-on limits.

(7) Customer may deactivate and replace up to thirty percent (30%) of SAP SuccessFactors Learning, content service add-on supported courses during a Subscription Term.

(8) Unless otherwise expressly specified, SAP SuccessFactors Learning, content service add-on SAP SuccessFactors Learning, content service add-ondoes not include support or services related to the SAP SuccessFactors mobile application or offline player environments.

(9) Customer can request testing in up to three (3) different browser environments. These environments must be supported environments for Customer's version of the Learning or Validated Learning Cloud Service.

(10) Content is backed-up nightly.

3.4   <u>Employee Central Cloud Service</u>

(a)   **Employee Central Non-Employee**. If Customer subscribes to Employee Central Non-Employee the following shall apply:

Employee Central Non-Employee is available for any active non-employee Authorized User whose information will be stored in the Employee Central Cloud Service, for example, retirees, contractors and contingent workers. For purposes of clarity, Employee Central Non-Employee is not available for any Authorized User who is a Full-Time or Part-Time employee.

(b)   **Custom Metadata Framework (MDF) Objects.** When Customer subscribes to the Employee Central Cloud Service, Customer will be able to create up to twenty-five (25) custom MDF objects.

(c)   If Customer receives Launch Optimization Services with the Employee Central Cloud Service, such services are described at the following link: http://www.sap.com/corporate-en/about/our-

company/policies/cloud/service-specifications.html under "Launch Optimization Service Description". A copy will also be provided to Customer upon request.

(d)   HANA Cloud Platform, integration services and Boomi Technology.   If Customer subscribes to the Employee Central Cloud Service, Customer may elect to use either SAP HANA Cloud Platform, integration services or Boomi Technology as the integration middleware. The election shall be reflected on the Order Form and shall be in effect for the term of the subscription to Employee Central. If Customer elects to use SAP HANA Cloud Platform, integration services, the terms set forth in the SAP HANA Cloud Platform Supplemental Terms and Conditions for HANA Cloud Platform, integration services shall apply, which terms can be found at http://go.sap.com/about/agreements/cloud-services.html?language=language:19190181900452989398101864888194&search=Supplement   (a copy will also be provided to Customer upon request). Notwithstanding any term in the SAP HANA Cloud Platform Supplemental Terms and Conditions, Customer may use SAP HANA Cloud Platform, integration services to connect SAP SuccessFactors Performance & Goals, SAP SuccessFactors Compensation, SAP SuccessFactors Succession & Development, SAP SuccessFactors Learning, SAP SuccessFactors Onboarding, SAP SuccessFactors Recruiting, SAP Jam (advanced edition), SAP SuccessFactors Workforce Analytics & Planning and SAP SuccessFactors Employee Central to an unlimited number of SAP cloud, on-premise or third-party solutions.

3.5   Onboarding Cloud Service

E-Verify (Applicable for US based customers only). If the Onboarding Cloud Service described in the applicable Order Form includes E-Verify, Customer must sign a separate Memorandum of Understanding ("MOU") between the United States Department of Homeland Security, Customer, and SAP's affiliate, SuccessFactors, Inc., designating SuccessFactors, Inc. as its Web Services E-Verify Employer Agent. Customer shall be responsible for complying with all terms of the MOU related to Customer. Customer's failure to comply with the MOU might affect SAP's ability to provide E-Verify with the Onboarding Cloud Service, and SAP shall be excused from any such failure to perform. Customer's failure to comply with the MOU shall not relieve Customer of its payment obligations under the Agreement.

Appendix 1
Package and Product Descriptions

PACKAGES

In addition to the Products identified below, each of the Packages listed below includes SuccessFactors Foundation. SuccessFactors Foundation comprises the following: Employee Profile, SAP Jam (basic edition), Talent Insights, Job Profile Builder and SuccessFactors asynchronous, digital web-based Administrator training.

1. SAP SuccessFactors Advanced Learning

The SAP SuccessFactors Advanced Learning Package comprises the following Products: SAP SuccessFactors Succession & Development, SAP SuccessFactors Learning and SAP Jam (advanced edition).

2. SAP SuccessFactors Perform & Reward

The SAP SuccessFactors Perform & Reward Package comprises the following Products: SAP SuccessFactors Performance & Goals and SAP SuccessFactors Compensation.

3. SAP SuccessFactors Talent Management

The SAP SuccessFactors Talent Management Package comprises the following Products: SAP SuccessFactors Performance & Goals, SAP SuccessFactors Compensation, SAP SuccessFactors Succession & Development, SAP SuccessFactors Learning, SAP SuccessFactors Recruiting and SAP Jam (advanced edition).

4. SAP SuccessFactors Enterprise basic

The SAP SuccessFactors Enterprise basic package comprises the following Products: SAP SuccessFactors Performance & Goals, SAP SuccessFactors Compensation, SAP SuccessFactors Succession & Development, SAP SuccessFactors Learning, SAP SuccessFactors Recruiting, SAP Jam (advanced edition), SAP SuccessFactors Workforce Analytics & Planning and SAP SuccessFactors Employee Central.

5. SAP SuccessFactors Enterprise

The SAP SuccessFactors Enterprise Package comprises the following Products: SAP SuccessFactors Performance & Goals, SAP SuccessFactors Compensation, SAP SuccessFactors Succession & Development, SAP SuccessFactors Learning, SAP SuccessFactors Onboarding, SAP SuccessFactors Recruiting, SAP Jam (advanced edition), SAP SuccessFactors Workforce Analytics & Planning and SAP SuccessFactors Employee Central.

PRODUCTS

In addition to the modules identified below, each of the Products listed below, **except for SAP Jam, and SAP SuccessFactors Employee Central Payroll,** includes SuccessFactors Foundation. SuccessFactors Foundation comprises the following: Employee Profile, SAP Jam (basic edition), Talent Insights, Job Profile Builder and SuccessFactors asynchronous, digital web-based Administrator training.

1. SAP SuccessFactors Performance & Goals

The SAP SuccessFactors Performance & Goals Product comprises Performance Management, Goals Management, 360 Degree Reviews, Stack Ranker and Calibration (for Performance).

2. SAP SuccessFactors Compensation

The SAP SuccessFactors Compensation Product comprises SAP SuccessFactors Compensation, Calibration (for Compensation) and Variable Pay.

3. SAP SuccessFactors Succession & Development

The SAP SuccessFactors Succession & Development Product comprises Succession Planning, Career & Development Planning and Calibration (for Talent).

4. SAP SuccessFactors Learning

The SAP SuccessFactors Learning Product comprises SAP SuccessFactors Learning.

5. SAP SuccessFactors Validated Learning

The SAP SuccessFactors Validated Learning Product comprises SAP SuccessFactors Validated Learning.

6. SAP SuccessFactors Employee Central

The SAP SuccessFactors Employee Central Product comprises SAP SuccessFactors Employee Central and either SAP HANA Cloud Integration or Boomi Technology.

7. SAP SuccessFactors Employee Central Payroll

The SAP SuccessFactors Employee Central Payroll Product comprises Employee Central Payroll.

8. SAP SuccessFactors Onboarding

The SAP SuccessFactors Onboarding Product comprises SAP SuccessFactors Onboarding.

9. SAP SuccessFactors Recruiting

The SAP SuccessFactors Recruiting Product comprises SAP SuccessFactors Recruiting Management and SAP SuccessFactors Recruiting Marketing.

10. SAP SuccessFactors Recruiting Marketing

The SAP SuccessFactors Recruiting Marketing Product comprises SAP SuccessFactors Recruiting Marketing.

11. SAP SuccessFactors Recruiting Management

The SAP SuccessFactors Recruiting Management Product comprises SAP SuccessFactors Recruiting Management.

12. SAP SuccessFactors Workforce Analytics & Planning Product

The SAP SuccessFactors Workforce Analytics & Planning Product comprises SAP SuccessFactors Workforce Analytics and SAP SuccessFactors Workforce Planning.

13. SAP SuccessFactors Workforce Planning Product

The SAP SuccessFactors Workforce Planning Product comprises SAP SuccessFactors Workforce Planning.

14. SAP SuccessFactors Workforce Analytics Product

The SAP SuccessFactors Workforce Analytics Product comprises SAP SuccessFactors Workforce Analytics.

15. SAP Jam

The SAP Jam Product comprises SAP Jam, available in basic, advanced, advanced plus or enterprise edition.

MISCELLANEOUS

1. Perform & Reward for Small Business: SAP Perform & Reward for Small Business comprises Performance Management (no Calibration), Goal Management (no Goal Execution), Employee Profile, 360 Degree Reviews, Stack Ranker, Reports & Dashboards and Compensation Management (no Calibration, no Variable Pay).

2. SAP SuccessFactors Employee Central Service Center: SAP SuccessFactors Employee Central Service Center comprises SAP HANA Cloud Portal and SAP Cloud for Service (including SAP Cloud Applications Studio). For each three hundred (300) Employees subscribed to in an Order Form, Customer may have one user acting as a service agent to access SAP SuccessFactors Employee Central Service Center. A subscription to SAP SuccessFactors Employee Central is a prerequisite to a subscription to SAP SuccessFactors Employee Central Service Center. Support terms, Service Availability and Maintenance Windows for SAP HANA Cloud Portal are found in the SAP HANA Cloud Portal Supplemental Terms and Conditions (available from SAP upon request). Maintenance Windows for SAP Cloud for Service and the terms governing use of the SAP Cloud Applications Studio and Mobile Access are found in the SAP Cloud for Customer Supplemental Terms and Conditions (available from SAP upon request).

3. SAP HANA Cloud Platform, extension package for SuccessFactors: If Customer elects to subscribe to SAP HANA Cloud Platform, extension package for SuccessFactors, the terms set forth in the SAP HANA Cloud Platform Supplemental Terms and Conditions (available from SAP upon request) shall apply.