

SAP U.S. Payroll Tax Calculation by BSI, add-on for SAP SuccessFactors Employee Central Payroll
SAP U.S. Payroll Tax Calculation by BSI, private cloud edition
Supplemental Terms and Conditions

SAP and Customer have entered into an agreement for the purchase of certain SAP products and services (“Agreement”) pursuant to which Customer is purchasing SAP U.S. Payroll Tax Calculation by BSI (the “Service”). SAP U.S. Payroll Tax Calculation by BSI is deemed part of the Service (as defined in the General Terms and Conditions for SAP Cloud Services) and is provided under the terms and conditions of the Agreement. The Agreement includes an Order Form, the General Terms and Conditions for SAP Cloud Services, these supplemental terms and conditions (the “Supplement”) and any Schedules referenced by those documents. This Supplement and any modifications to the Agreement made herein apply solely to SAP U.S. Payroll Tax Calculation by BSI and not to any other SAP product or service.

1. SERVICE.

- 1.1. **Pricing.** Fees for the Service are based upon the Number of Employees. The Number of Employees means the total number of employees, agents, contractors, consultants, suppliers or other individuals for whom data will be processed, located, calculated or reported using the Service by or for Customer at any time during the subscription term, including employees terminated or otherwise leaving employment during a subscription term whose data is no longer stored or processed in the Service after such separation event.
- 1.2. **Prerequisite.** A current subscription to SAP SuccessFactors Employee Central Payroll is a prerequisite to a subscription to SAP U.S. Payroll Tax Calculation by BSI, add-on for SAP SuccessFactors Employee Central Payroll. A current subscription to SAP Payroll Cloud, private edition is a prerequisite to a subscription to SAP U.S. Payroll Tax Calculation by BSI, private cloud edition.
- 1.3. **Limitations.** Customer is limited to a maximum of four (4) designated contacts (“Administrative Users”).
- 1.4. **Downloadable Component.** In addition to the hosted portion of the Service, SAP may make available for download by Customer a connector to be used to connect on-premise HCM solutions to the Service (the “Integration Component”). The use of the Integration Component is limited to use with the Service and Customer may not use the Integration Component for any other purpose. The Integration Component is part of the Service and Customer’s use is limited to use by Named Users and only for the term of the Order Form. The Integration Component may not be modified or altered in any way except by SAP. Any such modifications will negate SAP’s obligation to provide Support and void SAP’s warranty obligations under this Agreement. Customer shall utilize the most current version of the Integration Component made available by SAP, and Customer acknowledges that failure to use the most current version may result in diminished performance of the Service. Customer is solely responsible for the security of the Integration Component and is responsible for maintaining adequate security measures, including firewalls, to prevent unauthorized access to the Integration Component. Upon termination or expiration of the Order Form, Customer’s right to use the Integration Component shall cease.
- 1.5. **Exclusions.** Customer shall be solely responsible for any inaccuracy or delay in tax calculations, payments, filings, or reports to the extent directly caused by inaccurate or corrupt Customer Data, misuse, overrides, or taxing or regulatory authorities. SAP and its licensors shall have no liability under this Agreement to any third party for any errors or delays in located taxes, errors or delays in calculations, payments, filing or reports and SAP and its licensors shall have no liability to taxing authorities or individuals whose payroll data is processed using the Service (or a part thereof) for underpayments or non-payments, interest or penalties.

2. MAINTENANCE WINDOWS

SAP can use the following maintenance windows for planned downtimes:

	Maintenance Windows
Regular Maintenance Windows	Saturday 12:00 a.m. to 4:00 a.m. Eastern U.S. time zone

3. SYSTEM AVAILABILITY.

Downtime required for updates due to changed regulatory requirements shall not be counted against the System Availability SLA.

4. DATA RETENTION.

Incremental and full database back-ups occur daily. A full back-up is performed each Friday, in place of the daily incremental back-up, with the last full back-up at the end of each month retained in offsite storage for no less than one (1) year. The retention period for Customer Data is 30 days after contract termination. Customer Data will be made available in .pdf format during such period.

5. DATA PROTECTION.

The SAP Data Privacy and Security Policy located here: <http://www.sap.com/corporate-en/about/our-company/policies/cloud/data-privacy-and-security-policy.html> shall not apply to the Service.