

SAP Work Manager, cloud edition 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 Work Manager, cloud edition (the "Cloud Service") and not any other SAP product or service.

1. THE CLOUD SERVICE

- 1.1.** The Cloud Service includes SAP Agency technology customer can use to help:
 - (a)** install, inspect, maintain, and repair assets in the field from a mobile device; and
 - (b)** execute parts stockroom operations from a mobile device.
- 2.** Customer must utilize SAP Plant Maintenance and/or SAP Warehouse Management in conjunction with the Cloud Service, which are not included in the Cloud Service.

3. FEES

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

4. ADDITIONAL TERMS

- 4.1.** Customer Data is not stored in the Cloud Service, and as such cannot be accessed by Customer during the subscription term and after termination or expiration of the Agreement.
- 4.2.** Customer Data is persisted in the Customer's on-premise back end and not within the server portion of the Cloud Service, with the exception of log files. SAP does not provide back up of Customer Data. Log files can be exported by SAP upon request of Customer.
- 4.3.** The Cloud Service requires Customer to download (a) an on-premise add-on to Customer's SAP ERP on-premise software which may be used to link the Cloud Service with the Customer's SAP ERP system and (b) SAP HANA Cloud Connector agent. These components are available for download from SAP Service Marketplace. The System Availability SLA does not apply to these components. Customer shall use reasonable security measures to prevent unauthorized use or disclosure. These components are outside of SAP's responsibility with respect to security and data processing. Customer must cease using these components and delete or destroy the components upon termination or expiration of the Agreement.
- 4.4.** The use of SAP Work Manager and SAP Inventory Manager mobile applications, which are required for mobile access to the Cloud Service, are governed by the terms and conditions presented to the User by third-party website providers upon download/access to the mobile application and not by the terms of this Agreement. The third party that operates the website through which the mobile applications are distributed may stop distributing the mobile applications at any time, and SAP is not responsible for the unavailability of the mobile applications due to the actions of the third party distributor.
- 4.5.** The Cloud Service also includes the use the SAP mobile services SDK, available for download on the SAP Service Marketplace. Use of the SAP mobile services SDK is subject to the terms of Attachment 1 to this Supplement.

Attachment 1
To
SAP Work Manager, cloud edition
Supplemental Terms and Conditions
Developer Terms

1. DEFINITIONS:

- 1.1 "Content"** means enhancements and extensions to the Mobile Applications developed by Customer or its Affiliates using the HANA Mobile Platform SDK, including new business logic, actions, and functions.
- 1.1 "Distributable Files"** are those libraries within HANA Mobile Platform SDK that are identified in the SAP HANA Cloud Platform mobile services documentation <https://help.hana.ondemand.com>, as being useable during the execution of any developed using the SDK.
- 1.2 "HANA Mobile Platform SDK" or "SDK"** shall mean the distributable files and Tools provided under these Developer Terms to develop Content.
- 1.3 "Mobile Applications"** means the mobile applications made available to Customer end users by SAP that are designed to be used with the Cloud Service.
- 1.4 "Tools"** are the APIs, data integration connectors, and other software developer tools which aid in the development of user interfaces and mobile business objects which are made available to Customer as part of HANA Mobile Platform SDK and which are used to create Content.

2. LICENSE GRANT AND RESTRICTIONS

- 2.1** During the term of the Agreement, Customer and Authorized Users may access the SDK, and use the SDK solely for purposes of developing Content.
- 2.2** Customer may not (a) use the SDK for non-development purposes, (b) duplicate, reverse engineer, disassemble or decompile the SDK (unless required by law for interoperability), or access or utilize the SDK for purposes that are not expressly authorized hereunder. Customer will not extend or enhance the Mobile Application so as to: (i) unreasonably impair, degrade or reduce the performance or security of any SAP software applications, services, or related technology; (ii) enable the bypassing or circumventing of any SAP license restrictions and/or provide any third party with access to the SDK or other SAP products to which such third party is not licensed or otherwise entitled; or (iii) permit mass data extraction from an SAP product to a non-SAP product, including use, modification, saving or other processing of such data in the non-SAP product. The SDK licensed hereunder may include certain third party open source and/or other free download components (collectively, the "Free Download Components"). Please refer to <http://www.sybase.com/thirdpartylegal> for certain notices relating to the Free Download Components.
- 2.3** In exchange for the right to develop Content under these Developer Terms, Customer covenants not to assert any intellectual property rights in Content against any SAP product, service, or future SAP development.
- 2.4.** SAP grants Customer a non-exclusive license to reproduce and distribute the Distributable Files in the SDK solely in conjunction with Content.
- 3. OWNERSHIP.** Subject to SAP's ownership of the SDK, the ownership of any Content shall vest in Customer. Ownership of and title in the SDK and to all intellectual property rights in any SAP proprietary information embodied in the SDK are and shall remain in SAP and its licensors. Nothing in these Developer Terms shall in any way convey to Customer any further rights or title in or to the SDK.
- 4. DOWNLOADS.** Customer is responsible for maintaining the security of all SDK components it downloads, and shall use reasonable security measures to prevent unauthorized use or disclosure. Upon termination of the Agreement, Customer shall delete or destroy all copies of the SDK.