SAP HANA ENTERPRISE CLOUD SUPPLEMENTAL TERMS AND CONDITIONS ("SUPPLEMENT")	SAP HANA ENTERPRISE CLOUD SUPPLEMENTAL TERMS AND CONDITIONS ("DOPOLNILO")

1. Definitions.

"Agreement" means the Order Form and all documents incorporated by reference into the Order Form, including this Supplement. For clarity, the Agreement does not include the License Agreement unless such License Agreement is expressly incorporated by reference into the Order Form.

"Business Day" means any days from Monday to Friday with the exception of the public holidays observed at Customer location as specified in the applicable Order Form.

"Business Hours" means business hours (8 a.m. until 6 p.m. local time) at Customer location on Business Days.

"**Change Request**" means any changes in the HEC Service as described in a written document signed by the parties and referencing the applicable Order Form. When one party initiates a Change Request (the "Requesting Party"), the other party ("Responding Party") will use reasonable efforts to respond to such Change Request within ten business days of receipt. Further, both parties will use reasonable efforts to either fully execute such Change Request, or mutually agree to abandon such Change Request, within fifteen business days of the Responding Party's receipt of the Change Request.

"**Computing Environment**" means the SAP provided data center facilities, servers, networking equipment, operating systems, and data storage mechanisms used by SAP to provide the HEC Service for the Customer, and includes the Development Computing Environment (DEV), the Production Computing Environment (PRD), and the Quality Assurance Computing Environment (QAS) as agreed in the Order Form.

"Confidential Information" means, with respect to Customer, the Customer Data, marketing and business plans and/or Customer financial information, and with respect to SAP: (a) the HEC Service including, without limitation, all (i) computer software (both object and source codes) and related documentation or specifications provided by SAP; (ii) techniques, concepts, methods, processes and designs embodied in or relating to the service; and (iii) all application program interfaces, system security and system architecture design relating to the service; and (b) SAP research and development, product offerings, pricing and availability. In addition to the foregoing, Confidential Information of either SAP or Customer (the party disclosing such information being the "Disclosing Party") may also include information which the Disclosing Party protects against unrestricted disclosure to others that (i) the Disclosing Party or its representatives designates as confidential at the time of disclosure; or (ii) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure; including, without limitation, information about or concerning any third party that is disclosed to other party under the Agreement.

"Customer Data" means any content, materials, data and information that Customer or its Authorized Users enter into the Computing Environment.

1. Opredelitve pojmov.

"Pogodba" pomeni Naročilnico in vse dokumente, na katere se Naročilnica sklicuje, vključno s tem Dopolnilom. V pojasnilo: pogodba ne vključuje Licenčne pogodbe, razen če se Naročilnica izrecno sklicuje na tako Licenčno pogodbo.

"Delovni dan" je katerikoli dan od ponedeljka do petka z izjemo praznikov na lokaciji Stranke, kot je določeno v ustrezni Naročilnici.

"Delovni čas" pomeni delovni čas (od 8:00 do 18:00 po lokalnem času) na lokaciji Stranke na Delovne dneve.

"Zahteva za spremembo" pomeni vse spremembe Storitve HEC, kot je opisano v pisnem dokumentu, ki ga podpišeta pogodbeni stranki in se sklicuje na ustrezno Naročilnico. Če ena od pogodbenih strank sproži Zahtevo za spremembo ("Pogodbena stranka pošiljateljica"), se mora druga pogodbena stranka ("Pogodbena stranka prejemnica") ustrezno potruditi in se odzvati na tako Zahtevo za spremembo v desetih (10) delovnih dneh po prejemu. Poleg tega se morata obe pogodbeni stranki ustrezno potruditi, da v celoti izvedeta tako Zahtevo za spremembo ali se dogovorita za opustitev take Zahteve za spremembo v petnajstih (15) delovnih dneh po prejemu Zahteve za spremembo.

"Računalniško okolje" so SAP-jeva podatkovna središča, strežniki, omrežna oprema, operacijski sistemi in mehanizmi za hrambo podatkov, ki jih SAP uporablja za nudenje Storitve HEC Stranki, in vključuje Razvojno računalniško okolje (DEV), Produkcijsko računalniško okolje (PRD) in Računalniško okolje za zagotavljanje kakovosti (QAS), kot je dogovorjeno v Naročilnici.

"Zaupni podatki" so, v zvezi s Stranko, Podatki stranke, tržni in poslovni načrti in/ali finančne informacije Stranke, v zvezi s SAP-jem pa: (a) Storitev HEC, vključno in brez omejitev, z vso (i) programsko opremo (objektne in izvorne kode) ter povezano dokumentacijo ali specifikacijami, ki jih da na voljo SAP; (ii) tehnikami, idejnimi zasnovami, metodami, postopki in dizajni, ki so zajeti v storitev ali se nanjo nanašajo; in (iii) vsemi aplikacijskimi programskimi vmesniki, sistemsko varnostjo in dizajnom arhitekture sistema v povezavi s storitvijo; in (b) SAP-jeve raziskave in razvoj, ponudbe produktov, določitev cen in razpoložljivost. Poleg navedenega lahko Zaupni podatki SAP-ja ali Stranke (pogodbena stranka, ki razkrije take podatke je "Razkrivajoča pogodbena stranka") vključujejo tudi podatke, ki jih Razkrivajoča pogodbena stranka zaščiti pred neomejenim razkritjem drugim in (i) jih Razkrivajoča pogodbena stranka ali njeni predstavniki označijo kot zaupne v času razkritja; ali (ii) morajo biti upravičeno razumljeni kot zaupni zaradi narave podatkov in okoliščin glede njihovega razkritja; kar med drugim vključuje podatke o katerikoli tretji osebi, ki je razkrita drugi pogodbeni stranki po Pogodbi.

"Podatki stranke" pomenijo vso vsebino, gradivo, podatke in informacije, ki jih Stranka ali njeni Pooblaščeni uporabniki vnesejo v Računalniško okolje.

"DEV" (Development Computing Environment) means that part of the Computing Environment which is used only for the development and testing of new customizing or application adjustments.

"Documentation" has the meaning set forth in the Agreement, but additionally includes the HANA Enterprise Cloud Roles and Responsibilities document ("HEC RR"), a URL link to which is set forth in the applicable Order Form

"Downtime" means the total number of hours in any given month during which the Subscription Software and/or Licensed Software, as applicable, is not able to respond to end-user or inter-system interaction requests, excluding any such time resulting from the causes listed in section 5.1 below.

"HEC Service(s)" means the HANA Enterprise Cloud for Production ("HEC Production"), HANA Enterprise Cloud for Projects ("HEC Projects"), HANA Enterprise Cloud for Production with Subscription Software ("HEC Subscription"), which Customer has purchased pursuant to an Order Form. Any services not included in the HEC RR document shall be deemed out of scope for the HEC Service. HEC Services shall be understood to be included in the definition of "Service(s)" and "Cloud Service(s)" as those terms are used in the Agreement.

"Incidents" means unplanned interruptions or material reduction in service quality reported by Authorized Users.

"Incident Reaction Time" means the amount of time (e.g. in hours or minutes) between the time that the SAP Support Level 1 organization is notified of the Customer-reported Incident and the first action taken by an SAP support person, familiar with the Customer's environment, to repair the Incident

"LAN" means a local area network that is a logical computer network that spans a relatively small area.

"License Agreement" means the agreement between SAP (or an SAP SE Affiliate, or an authorized reseller of the SAP software) under which Customer procured the license rights to use SAP software that comprises part or all of the Licensed Software.

"Licensed Software" means the software owned or licensed by Customer and which Customer provides to SAP to be hosted as part of the HEC Production or HEC Projects purchased by Customer in an Order Form, including all SAP applications which are installed in the Computing Environment and supported via the applicable HEC Service, any application software, whether licensed from SAP or provided from a third party (where SAP has consented in writing to the use of such third party software), as well as all database software required to run the applications, but excluding any Subscription Software. Applications, databases, software, tools, and components that are licensed by Customer from any third party may only be hosted by SAP as part of the HEC Service with the prior written consent of SAP.

"**Order Form**" means a written document signed by the parties and containing specific commercial terms for the purchase of HEC Service.

"**Point of Demarcation**" means the outbound firewall/VPN device of the Computing Environment.

"DEV" (Razvojno računalniško okolje) je tisti del Računalniškega okolja, ki se uporablja le za razvoj in preverjanje novih prilagoditev nastavitev ali popravkov aplikacij.

"Dokumentacija" ima pomen, kot je opisan v Pogodbi, poleg tega pa vključuje dokument HANA Enterprise Cloud Roles and Responsibilities (Vloge in odgovornosti za storitve HEC, "HEC RR") na URL-povezavi, navedeni na ustrezni Naročilnici.

"Čas nerazpoložljivosti" je skupno število ur v kateremkoli mesecu, ko se ustrezna Naročniška programska oprema in/ali Licenčna programska oprema ne odziva na zahteve končnega uporabnika ali zahteve za interakcijo med sistemi, razen časa, ki je posledica vzrokov iz spodnjega 5.1 člena.

"Storitve HEC" so rešitve HANA Enterprise Cloud for Production ("HEC Production"), HANA Enterprise Cloud for Projects ("HEC Projects"), HANA Enterprise Cloud for Production with Subscription Software ("HEC Subscription"), ki jih je Stranka kupila v skladu z Naročilnico. Storitve, ki niso vključene v dokument HEC RR, so zunaj obsega Storitve HEC. Za Storitve HEC velja, da so vključene v opredelitvah pojmov "Storitev" in "Storitev v oblaku", kot se uporabljata v Pogodbi.

"Izredni dogodki" so nenačrtovane prekinitve ali bistveno zmanjšanje kakovosti storitev, ki jih sporočijo Pooblaščeni uporabniki.

"Začetni odzivni čas" je čas (npr. v urah ali minutah) od prejema obvestila Stranke o Izrednem dogodku na SAP-jevi ravni podpore 1 do prvega dejanja SAP-jevega zaposlenega za nudenje podpore, ki pozna okolje Stranke, da odpravi Izredni dogodek.

"LAN" je lokalno omrežje, ki je logično računalniško omrežje in obsega relativno majhno območje.

"Licenčna pogodba" je pogodba med SAP-jem (ali Izpostavo SAP SE oz. pooblaščenim posrednikom za SAP-jevo programsko opremo), pri katerem je Stranka kupila licenčne pravice za uporabo SAP-jeve programske opreme, ki predstavlja vso Licenčno programsko opremo ali njen del.

"Licenčna programska oprema" je programska oprema, ki je last Stranke oz. ima Stranka licenco zanjo in ki jo Stranka nudi SAP-ju za gostovanje kot del storitev HEC Production ali HEC Projects, ki jih je Stranka kupila z Naročilnico, vključno z vsemi SAP-jevimi aplikacijami, ki so nameščene v Računalniškem okolju in jih podpira ustrezna Storitev HEC, vso aplikacijsko programsko opremo, ki jo licencira SAP ali jo nudi tretja oseba (če SAP pisno soglaša z uporabo take programske opreme tretje osebe), ter vso programsko opremo za baze podatkov, potrebno za delovanje aplikacij, razen kakršnekoli Naročniške programske opreme. Aplikacijam, bazam podatkov, programski opremi, orodjem in komponentam, ki jih je Stranka licencirala pri tretji osebi, je dovoljeno gostovati pri SAP-ju kot del Storitve HEC le s predhodnim pisnim soglasjem SAP-ja.

"Naročilnica" je pisni dokument, ki sta ga podpisali pogodbeni stranki in vsebuje posebne tržne pogoje za nakup Storitve HEC.

"Razdelitvena točka" je izhodni požarni zid oz. naprava za VPN v Računalniškem okolju.

"**PRD" (Production Computing Environment)** means that part of the Computing Environment which is used exclusively for the execution of live business transactions.

"**QAS" (Quality Assurance Computing Environment**) means that part of the Computing Environment which is used primarily for the execution of training exercises and/or the testing of application configuration and development.

"**Service Fee**" means the amount payable on a recurring basis under the applicable Order Form for the HEC Service provided thereunder and as further described under Section 6 hereof.

"**Service Level(s)**" means the contractual commitments made by SAP in the Agreement including Priority Levels and SAP Incident Response Times.

"**Service Level Credit**" means a credit calculated as described in section 5 below which Customer may apply to the invoice issued to Customer by SAP for the HEC Service in the month subsequent to the date that the Service Level Credit is issued.

"**Subscription Software**" means software provided and hosted in the Computing Environment by SAP on a subscription basis as part of the HEC Subscription Service. Subscription Software shall be understood to be part of the HEC Subscription Service for purposes of the Agreement.

"**Technical Availability (TA)**" means a percentage calculated by dividing the Uptime by the total number of hours in the same month. Technical Availability of the individual SAP system (PRD, QAS or DEV) in the Customer's Computing Environment is in accordance with Section 3 of the Order Form.

"**VPN**" means a Virtual Private Network that is a secure data network that utilizes the internet to connect geographically distant offices.

"**Termination Date**" means the effective date of a valid termination effected in accordance with terms of the Agreement.

"**Uptime**" means the total number of hours in any given month less the total Downtime for such month.

2. **Licensed Software and Maintenance.**

2.1 HEC Production and HEC Projects.

This section 2.1 is applicable only to HEC Production and HEC Projects (but not applicable to HEC Subscription):

   a. Provision of Licenses: Customer is responsible for providing all Licensed Software and obtaining all necessary rights, including as necessary from third parties, required for SAP to run and host the Licensed Software. Customer shall, at SAP's request, provide written verification of such rights from Customer and/or any applicable third party licensors. Customer grants to SAP the nonexclusive right to use the Licensed Software for the sole purpose of and only to the extent necessary for SAP and its subcontractors to provide the HEC Service and to the extent as may be otherwise stated in the applicable Order Form. Customer hereby represents and warrants that it has all rights, licenses and authorizations necessary to grant the rights to SAP

"**PRD" (Produkcijsko računalniško okolje)** je tisti del Računalniškega okolja, ki se uporablja izključno za izvajanje produkcijskih poslovnih transakcij.

"**QAS" (Računalniško okolje za zagotavljanje kakovosti)** je tisti del Računalniškega okolja, ki se uporablja predvsem za izvajanje vaj in/ali testiranje konfiguracije aplikacij in razvoj.

"**Plačilo storitve**" pomeni periodični znesek za plačilo v skladu z veljavno Naročilnico za Storitev HEC, zagotovljeno po tem dokumentu in kot je podrobneje opisano v 6. členu tega dokumenta.

"**Ravni storitve**" so pogodbene obveznosti SAP-ja v Pogodbi, vključno z Ravnmi prioritet in SAP-jevimi Začetnimi odzivnimi časi.

"**Dobropis iz dogovora o ravni storitev**" pomeni kredit, izračunan v skladu s 5. členom spodaj, ki ga Stranka lahko uporabi za račun, ki ga SAP izda Stranki za Storitev HEC v mesecu po datumu izdaje Dobropisa iz dogovora o ravni storitev.

"**Naročniška programska oprema**" je programska oprema, ki jo zagotavlja in gosti SAP-jevo Računalniško okolje na podlagi naročnine kot del storitve HEC Subscription. Naročniška programska oprema pomeni del storitve HEC Subscription za namene Pogodbe.

"**Tehnična razpoložljivost (TA)**" je odstotek, izračunan z deljenjem Časa dostopnosti s skupnim številom ur v istem mesecu. Tehnična razpoložljivost posameznega SAP-jevega sistema (PRD, QAS ali DEV) v Strankinem Računalniškem okolju je določena v skladu s 3. členom Naročilnice.

"**VPN**" je Navidezno zasebno omrežje, ki je varno podatkovno omrežje in prek spleta povezuje geografsko oddaljene lokacije.

"**Datum odpovedi**" pomeni datum začetka veljavnosti veljavne odpovedi, izvedene v skladu s pogoji iz Pogodbe.

"**Čas dostopnosti**" je skupno število ur v danem mesecu, od katerega se odšteje skupni Čas nerazpoložljivosti za ta mesec.

2. **Licenčna programska oprema in vzdrževanje.**

2.1 Storitvi HEC Production in HEC Projects.

Ta 2.1 člen velja le za storitvi HEC Production in HEC Projects (ne velja pa za storitev HEC Subscription):

   a. Zagotavljanje licenc: Stranka je odgovorna za zagotavljanje vse Licenčne programske opreme in za pridobitev vseh zahtevanih pravic, ki so potrebne za SAP-jevo izvajanje in gostitev Licenčne programske opreme, po potrebi tudi od tretjih oseb. Stranka mora na zahtevo SAP-ja predložiti pisno potrditev, da ima te pravice oz. jih je pridobila od ustreznega zunanjega izdajatelja licence. Stranka podeli SAP-ju neizključno pravico do uporabe Licenčne programske opreme izključno za namen in le v obsegu, ki je potreben, da SAP in njegovi podizvajalci nudijo Storitev HEC, in le v obsegu, ki je sicer določen v ustrezni Naročilnici. Stranka zagotavlja in jamči, da ima vse potrebne pravice, licence in pooblastila za podelitev pravic SAP-

as set forth in this section.

b. Support: HEC Services do not include support or maintenance for the Licensed Software. In providing the HEC Service, SAP assumes no obligations or liabilities for the Licensed Software including such licensing or maintenance unless expressly provided for in the Agreement. Customer is responsible for obtaining and retaining support and maintenance for the Licensed Software for the duration of the HEC Service. For SAP Licensed Software such support is provided according to the current maintenance phases of SAP software releases as stated in https://support.sap.com/releasestrategy

c. Licensed Software Modifications and Configuration: Customer is responsible for resolving source code, compatibility issues or other conflicts that may arise from modifications permitted under the License Agreement and any patches or workarounds or other changes provided by the licensor of the Licensed Software. Customer will inform SAP immediately about modification or other changes to the Licensed Software.

2.2 HEC Subscription

This section 2.2 is applicable only to HEC Subscription:

a. Provision of Licenses: SAP shall provide the Subscription Software during the subscription term, and any applicable renewal term, for the HEC Services as set forth in the Order Form. Customer shall not have any right or entitlement to possess any copy of the Subscription Software for installation anywhere other than the Computing Environment, or for archival or disaster recovery purposes, except to the extent expressly set forth otherwise in the applicable Order Form for HEC Services. SAP shall not have any delivery obligations with regards to the Subscription Software other than hosting within the Computing Environment. Unless otherwise expressly stated in the Order Form, Customer is responsible for the installation of Subscription Software, including upgrades and new releases, into the Computing Environment.

b. Support: The HEC Service includes SAP Maintenance, specifically SAP Enterprise Support described at http://www.sap.com/company/legal/index.epx and made a part of this Supplement, or the Subscription Software listed in the Order Form during the subscription term, and any applicable renewal term, for the HEC Service.

2.3 HEC Services in General

This section 2.3 is applicable to all HEC Services.

a. Currently Supported Version of Licensed Software and Subscription Software: Customer shall use a version or release of the Licensed Software and/or Subscription Software for which software maintenance and user support ("Maintenance") are current, as provided by the software vendor as specified in the relevant license agreement with such vendor. For SAP Licensed

b. Podpora: Storitve HEC ne vključujejo podpore ali vzdrževanja za Licenčno programsko opremo. Pri nudenju Storitev HEC SAP ne prevzema nobenih obveznosti ali odgovornosti za Licenčno programsko opremo, vključno z licenciranjem in vzdrževanjem, če v Pogodbi ni izrecno določeno drugače. Stranka mora pridobiti in si zagotoviti podporo in vzdrževanje za Licenčno programsko opremo za obdobje veljavnosti Storitev HEC. Taka podpora za SAP-jevo Licenčno programsko opremo se nudi glede na aktualne faze vzdrževanja izdaj SAP-jeve programske opreme, kot je navedeno na strani https://support.sap.com/releasestrategy.

c. Spremembe in konfiguracija Licenčne programske opreme: Stranka je odgovorna za reševanje težav z izvorno kodo in združljivostjo ter za reševanje drugih sporov, ki bi lahko izhajali iz sprememb, dovoljenih z Licenčno pogodbo, ter iz kakršnihkoli popravkov, začasnih rešitev ali drugih sprememb, ki jih nudi izdajatelj licence za Licenčno programsko opremo. Stranka bo nemudoma obvestila SAP o vseh spremembah Licenčne programske opreme.

2.2 Storitev HEC Subscription

Ta 2.2 člen velja samo za Storitev HEC Subscription:

a. Zagotavljanje licenc: SAP mora zagotavljati Naročniško programsko opremo v obdobju naročnine in v vseh ustreznih obdobjih podaljšanja za Storitve HEC, kot je določeno v Naročilnici. Stranka nima nobenih pravic hraniti ali kopirati Naročniške programske opreme za namestitev nikjer drugje, razen v Računalniškem okolju, niti za namen arhiviranja niti za obnovo po izrednem dogodku, razen v obsegu, drugače izrecno določenem v ustrezni Naročilnici za Storitve HEC. SAP nima obveznosti dobave za Naročniško programsko opremo, razen gostitve v Računalniškem okolju. Stranka je odgovorna za namestitev Naročniške programske opreme v Računalniško okolje, vključno z nadgradnjami in novimi izdajami, razen če je v Naročilnici izrecno določeno drugače.

b. Podpora: Storitev HEC vključuje Vzdrževanje, ki ga nudi SAP, predvsem SAP Enterprise Support, kot je opisano na spletni strani http://www.sap.com/company/legal/index.epx in je del tega Dodatka ali Naročniške programske opreme, navedene v Naročilnici v obdobju naročnine in kateremkoli drugem obdobju podaljšanja za Storitev HEC.

2.3 Splošno o Storitvah HEC

Ta 2.3 člen velja za vse Storitve HEC.

a. Trenutno podprta različica Licenčne programske opreme in Naročniške programske opreme: Stranka mora uporabljati različico ali izdajo Licenčne programske opreme in/ali Naročniške programske opreme, za katero ponudnik programske opreme trenutno nudi vzdrževanje programske opreme in pomoč za uporabnike ("Vzdrževanje"), kot je določeno

Software and/or Subscription Software such support (to the extent included in the applicable Order Form or License Agreement) is provided according to the current maintenance phases of SAP software releases as stated in https://support.sap.com/releasestrategy. For the purpose of this provision, "current" herein relates to "Mainstream Maintenance". If not on current maintenance, SAP's abilities for the provision of support may be limited and SAP shall assume no responsibilities for such limitations. Customer may be required to upgrade to more recent versions of SAP Licensed Software and/or Subscription Software to receive SAP Enterprise Support. SAP strongly recommends that Customer follows best practices for Software Lifecycle Management as published by SAP Active Global Support. Unless otherwise expressly stated in the Order Form, Customer is responsible for the installation of Subscription Software and Licensed Software, including upgrades and new releases, into the Computing Environment.

b. To the extent that the Computing Environment provided by SAP includes Microsoft software products (as specified in section "System Set-up Table" in the Order Form), SAP and Customer agree that Microsoft will be an intended third party beneficiary of the Agreement, with the right to enforce provisions of the Agreement and verify compliance Customer's compliance with the Agreement solely in relation to Microsoft software products.

3. **Customer Responsibilities and Obligations Regarding HEC Services**

3.1 Customer is and shall remain responsible for entering its Customer Data into the Computing Environment and for the maintenance of the Customer Data supplied by it. Customer hereby represents, and has made reasonable commercial efforts to ensure, that the Customer Data and the Licensed Software is free of all viruses, Trojan horses, and comparable elements which could harm the computer systems or software used by SAP or its subcontractors to provide the HEC Service. Customer agrees that it has collected and shall maintain and handle all Customer Data in compliance with all applicable laws, including without limitation such laws, rules and regulations regarding data privacy and protection and export/ import compliance.

3.2 Customer will change all passwords used to access the HEC Service at regular intervals, no less frequently than once every six (6) months). If Customer learns of an unauthorized third party having obtained knowledge of a password, Customer will inform SAP thereof without undue delay and promptly change the password.

3.3 Customer is responsible for the connection to the HEC Service, including the internet connection to the Point of Demarcation. In no case shall SAP's responsibility for any services extend beyond the Point of Demarcation.

3.4 SAP's provision of the HEC Service is subject to Customer fulfilling its responsibilities described in the HEC RR. Customer agrees to execute prompt performance of such responsibilities and provide the employees and resources required for the project phases in sufficient measure. As part of the HEC

v ustrezni licenčni pogodbi s takim dobaviteljem. Taka podpora za SAP-jevo Licenčno programsko opremo in/ali Naročniško programsko opremo (v obsegu, ki je naveden v ustrezni Naročilnici ali Licenčni pogodbi) se nudi glede na trenutno ustrezne faze vzdrževanja izdaj SAP-jeve programske opreme, kot je navedeno na spletni strani https://support.sap.com/releasestrategy. Za namen tega določila se izraz "trenutno ustrezno" nanaša na "Osnovno vzdrževanje". Če podpora ni del trenutno ustreznega vzdrževanja, so lahko SAP-jeve možnosti za zagotavljanje podpore omejene, SAP pa ne prevzema odgovornosti za take omejitve. Stranka bo za prejemanje podpore SAP Enterprise Support morda morala posodobiti SAP-jevo Licenčno programsko opremo in/ali Naročniško programsko opremo z novejšimi različicami. SAP Stranki močno priporoča upoštevanje najboljših praks za Upravljanje življenjskega cikla programske opreme, ki jih objavi SAP Active Global Support. Stranka je odgovorna za namestitev Naročniške programske opreme in Licenčne programske opreme v Računalniško okolje, vključno z nadgradnjami in novimi izdajami, razen če je v Naročilnici izrecno določeno drugače.

b. Če Računalniško okolje, ki ga nudi SAP, vključuje Microsoftovo programsko opremo (kot je določeno v členu "Preglednica nastavitev sistema" v Naročilnici), SAP in Stranka soglašata, da je Microsoft porabnik iz Pogodbe s pravico do uveljavljanja določil iz te Pogodbe in preverjanja Strankine skladnosti s Pogodbo le v povezavi z Microsoftovimi programskimi produkti.

3. **Odgovornosti in obveznosti Stranke v zvezi s Storitvami HEC**

3.1 Stranka je in ostaja odgovorna za vnos svojih Podatkov stranke v Računalniško okolje in za vzdrževanje Podatkov stranke, ki jih je navedla. Stranka izjavlja, da je izvedla vse poslovno primerne ukrepe za zagotovitev, da Podatki stranke in Licenčna programska oprema ne vsebujejo virusov, trojanskih konjev in primerljivih elementov, ki bi lahko škodovali računalniškim sistemom ali programski opremi, ki jo SAP ali njegovi podizvajalci uporabljajo za nudenje Storitve HEC. Stranka se strinja, da je zbrala ter bo vzdrževala in obdelovala vse Podatke stranke v skladu z vso veljavno zakonodajo, kar med drugim vključuje zakone, pravila in uredbe o zasebnosti in varstvu podatkov ter skladnosti z izvoznimi/uvoznimi predpisi.

3.2 Stranka mora vsaj enkrat na šest (6) mesecev spremeniti vsa gesla, ki jih uporablja za dostop do Storitve HEC. Če Stranka ugotovi, da je nepooblaščena tretja oseba izvedela geslo, mora o tem brez nepotrebnega odlašanja obvestiti SAP in takoj spremeniti geslo.

3.3 Stranka je odgovorna za povezavo s Storitvijo HEC, vključno s spletno povezavo z Razdelitveno točko. SAP-jeva odgovornost za storitve ne sme biti zunaj Razdelitvene točke.

3.4 SAP-jevo zagotavljanje Storitve HEC je odvisno od Strankinega izpolnjevanja obveznosti, določenih v HEC RR. Stranka se strinja, da bo zagotovila pravočasno izpolnjevanje takih obveznosti in v zadostni meri zagotovila zaposlene in resurse, potrebne za faze projekta. SAP bo kot del Storitve HEC

Service, SAP will setup and configure relevant hardware and software monitoring agents for the Computing Environment and the Licensed Software, and introduce Customer to SAP's support and communications procedures. Customer agrees to provide the following:

- Primary point of contact in dealing with SAP (HEC Project Manager), responsible for coordinating all activities. The HEC Project Manager must have the authority and power to make decisions with respect to any action taken by Customer under the Agreement.

- List of key Customer contacts, contact role, title, office phone number, cell phone number, e-mail address, etc.)

- Customer's policy and procedures regarding the authorization of access to the Computing Environment. Customer agrees to inform SAP of any changes to such policy and procedures as soon as practicable without delay.

- A super user ("S-User") ID in the Computing Environment with the authorizations defined below. This S-User ID, which is (initially) assigned to Customer by SAP in support of the License Agreement and which Customer uses to log on to SAP's Service Marketplace for software download and support is required by SAP's HEC resources in order to permit SAP HEC resources to also log on and perform software download tasks necessary to obtain the software for set-up of the Computing Environment. Required authorizations include:

  o Sending and/or creating and / or confirming and / or re-opening Customer messages
  o SSCR key registration
  o Processing service messages
  o Opening service connections
  o Software download
  o Maintaining system data
  o Requesting license keys

Customer hereby provides SAP with the express authorization to set up and use an S-user with these authorizations. Customer will ensure that any authorizations that may be required for third parties or its employees will be provided promptly.

3.5 Customer is responsible for maintaining Customer computer systems and access to such computer systems on the Customer side of Point of Demarcation. SAP and Customer are further subject to the terms and conditions of the SAP Data Privacy and Security – Data Controller to Data Processor Agreement ("Exhibit") located at http://www.sap.com/corporate-en/our-company/policies/cloud/data-security.epx which permits SAP to perform its obligations pursuant to the Agreement in regards to personal information of Customer's employees and business partners housed in the Computing Environment, and which is incorporated into and made part of this Supplement.

3.6 In the event that any SAP equipment is required at the Customer facility, Customer shall provide a physically secure and conditioned environment for any such equipment provided to Customer by SAP and Customer bears all risk for damages. SAP shall not be responsible for any damages to the extent resulting from Customer's failure to provide a physically secure

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nastavil in konfiguriral ustrezne agente za nadzor strojne in programske opreme za Računalniško okolje in Licenčno programsko opremo ter Stranki predstavil SAP-jeve postopke za podporo in komunikacijo. Stranka se strinja, da bo zagotovila naslednje:

- Primarna kontaktna oseba za ravnanje s SAP (Vodja projekta HEC), odgovorna za koordiniranje vseh dejavnosti. Vodja projekta HEC mora biti pooblaščen za sprejemanje odločitev v zvezi s kakršnimikoli aktivnostmi Stranke iz Pogodbe.

- Seznam ključnih Kontaktnih oseb stranke (vloga kontaktne osebe, naziv, službena telefonska številka, številka mobilnega telefona, elektronski naslov itd.)

- Politika in postopki Stranke v zvezi z avtorizacijo dostopa do Računalniškega okolja. Stranka se strinja, da bo SAP nemudoma obvestila o kakršnihkoli spremembah take politike in postopkov, takoj ko je izvedljivo.

- ID super uporabnika ("S-uporabnik") v Računalniškem okolju s spodaj opredeljenimi pooblastili. Ta ID uporabnika tipa S-uporabnik, ki ga SAP (sprva) dodeli Stranki za podporo Licenčni pogodbi in ki ga Stranka uporablja za prijavo v SAP Service Marketplace za prenos programske opreme iz strežnika in podporo, potrebujejo SAP-jevi zaposleni za storitev HEC, da se tudi njim omogoči prijava in opravljanje nalog pri prenosu programske opreme iz strežnika, potrebnih za pridobitev programske opreme za namestitev Računalniškega okolja. Zahtevana pooblastila vključujejo naslednje:

  o Pošiljanje in/ali ustvarjanje in/ali potrjevanje in/ali vnovično odpiranje Strankinih sporočil
  o Registracija ključa SSCR
  o Obdelava sporočil o storitvi
  o Odpiranje povezav do storitve
  o Prenos programske opreme
  o Vzdrževanje sistemskih podatkov
  o Pošiljanje zahtev za licenčne ključe

S tem Stranka podeli SAP-ju izrecno pooblastilo za namestitev in uporabo Super uporabnika s temi pooblastili. Stranka mora zagotoviti takojšnjo podelitev vseh pooblastil, ki jih potrebujejo tretje osebe ali njeni zaposleni.

3.5 Stranka je odgovorna za vzdrževanje Strankinih računalniških sistemov in dostopov do takih računalniških sistemov s Strankine Razdelitvene točke. Za SAP in Stranko veljajo pogoji iz SAP-jevega dokumenta Zaupnost in varnost podatkov – Pogodba med upravljavcem podatkov in obdelovalcem podatkov ("Dodatek") na spletnem naslovu http://www.sap.com/corporate-en/our-company/policies/cloud/data-security.epx, ki SAP-ju dovoli izvajanje obveznosti v skladu s Pogodbo v zvezi z osebnimi podatki Strankinih zaposlenih in poslovnih partnerjev, ki gostujejo v Računalniškem okolju, ter ki je vključen v ta Dodatek in je njegov del.

3.6 Če je na Strankini lokaciji potrebna kakršnakoli SAP-jeva oprema, mora Stranka zagotoviti fizično varno in klimatizirano okolje za vso tako opremo, ki jo SAP zagotovi Stranki, Stranka pa prevzame tveganje za škodo. SAP ne odgovarja za nobeno škodo, ki je posledica Strankinega nezagotavljanja fizično varnega in klimatiziranega okolja.

and conditioned environment.

3.7 Customer is and will remain solely responsible for the definition, documentation and execution of its business processes including, but not limited to, configuration of systems management and application and data security policies, batch processing requirements, and compliance with other governmental or regulatory requirements. Customer is and will remain responsible to provide SAP necessary and sufficient documentation of its applicable processes in order for SAP to perform its HEC Service responsibilities under the Agreement. Customer is solely responsible for determining the suitability of the HEC Services for Customer's business and complying with any regulations, laws, or conventions applicable to the Customer Data and Customer's use of the HEC Services.

3.8 If Customer elects to have any services provided by a third party, SAP will have no liability for any defect or failure of the HEC Service or Computing Environment caused by such third-party services, and Customer will not be entitled to any reduction in fees for the HEC Service. SAP may deny access to the HEC Service and/or Computing Environment to any third party service provider which SAP determines in its reasonable discretion poses a security or confidentiality risk to SAP systems, data or intellectual property.

3.9 Customer agrees to comply with the SAP Acceptable Use Policy, a copy of which is appended to and made part of this Supplement, in connection with Customer's utilization of the HEC Services for the duration of the Agreement.

3.10 Reference Sites: During the Term of the Agreement, Customer will use its best efforts, to host up to four (4) hours a month of reference calls. Such reference calls will be performed after obtaining approval from Customer and will be coordinated through the applicable SAP Account Manager.

4. Customer Data

4.1. SAP acknowledges that Customer Data and all rights of whatever nature in and/or in relation to it will at all times be and remain the sole property of Customer, subject only to the limited rights expressly granted in the Agreement. Customer grants to SAP the nonexclusive right to use Customer Data for the sole purpose of and only to the extent necessary for SAP to provide the HEC Services, unless otherwise set forth in this Supplement or Order Form.

4.2. SAP will (i) not delete or remove any proprietary notices or other notices contained within or relating to Customer Data; (ii) not alter, store, copy, disclose or use Customer Data, except as necessary for the performance by SAP of its obligations under this Agreement or as otherwise expressly authorised by this Agreement in compliance with the provisions of this Agreement; (iii) take reasonable steps to prevent any loss, corruption, disclosure, theft, manipulation or interception of Customer Data; and (iv) notify Customer as soon as reasonably possible on becoming aware that any Customer Data has been lost, stolen, intercepted, or becomes corrupted, damaged or is deleted.

4.3. At Customer's request prior to termination or expiration of an Order Form, SAP shall, within a reasonable time period: (a) provide to Customer in a reasonable format the Customer Data stored in the Computing Environment; and/or, as requested and authorized by Customer (b) remove, delete, purge, overwrite or otherwise render inaccessible all Customer Data still remaining within the Computing Environment to the extent possible based

3.7 Stranka je in ostaja izključno odgovorna za opredelitev, dokumentacijo in izvedbo svojih poslovnih procesov, kar med drugim vključuje konfiguracijo upravljanja sistemov ter smernic za varnost aplikacij in podatkov, zahteve za paketno obdelavo ter skladnost z drugimi vladnimi in zakonskimi zahtevami. Stranka je in ostaja odgovorna SAP-ju zagotoviti primerno in zadostno dokumentacijo o ustreznih procesih, da SAP lahko izpolni svoje obveznosti v zvezi s Storitvijo HEC iz Pogodbe. Stranka je izključno odgovorna za ugotavljanje primernosti Storitev HES za Strankino poslovanje in za skladnost z vsemi predpisi, zakoni ali konvencijami, veljavnimi za Podatke stranke in Strankino uporabo Storitve HEC.

3.8 Če se Stranka odloči za storitve, ki jih nudi tretja oseba, SAP ne odgovarja za nikakršne okvare ali izpade Storitve HEC ali Računalniškega okolja, ki jih povzročijo take storitve tretje osebe, Stranka pa ni upravičena do nobenega zmanjšanja plačil za Storitev HEC. SAP lahko zavrne dostop do Storitve HEC in/ali Računalniškega okolja kateremukoli zunanjemu ponudniku storitev, za katerega SAP po razumni presoji ugotovi, da predstavlja tveganje za varnost ali zaupnost SAP-jevih sistemov, podatkov ali intelektualne lastnine.

3.9 Stranka se strinja, da bo izpolnjevala SAP-jeve smernice o sprejemljivi rabi, katerih izvod je priložen temu Dopolnilu in je njegov del, v zvezi s Strankino uporabo Storitev HEC v času veljavnosti Pogodbe.

3.10 Referenčne strani: V Obdobju veljavnosti Pogodbe mora Stranka po najboljših močeh gostiti do štiri (4) ure referenčnih klicev na mesec. Taki referenčni klici bodo izvedeni po Strankini odobritvi, koordiniral pa jih bo ustrezen SAP-jev skrbnik strank.

4. Podatki stranke

4.1. SAP priznava, da Podatki stranke in vse pravice do in/ali v zvezi z njimi so in za vedno ostajajo izključna last Stranke in zanje veljajo le omejene pravice, izrecno dodeljene s Pogodbo. Stranka podeli SAP-ju neizključno pravico do uporabe Podatkov stranke izključno za namen in le v obsegu, potrebnem za SAP-jevo zagotavljanje Storitev HEC, razen če je v tem Dopolnilu ali Naročilnici določeno drugače.

4.2. SAP (i) ne bo izbrisal ali odstranil nobenih obvestil o lastništvu ali drugih obvestil, ki jih vsebujejo Podatki stranke oz. so povezana z njimi; (ii) ne bo spremenil, hranil, kopiral, razkril ali uporabljal Podatkov stranke, razen kot je potrebno za izpolnjevanje njegovih obveznosti iz te Pogodbe ali kot je drugače izrecno pooblaščen s to Pogodbo v skladu z določili iz te Pogodbe; (iii) bo ustrezno ukrepal, da prepreči kakršnokoli škodo, okvaro, razkritje, krajo, manipulacijo ali prestrezanje Podatkov stranke; in (iv) bo obvestil Stranko, takoj ko bo razumno mogoče, o odkritju izgube, kraje, prestrezanja ali okvare, poškodbe ali nenamernega brisanja Podatkov stranke.

4.3. Na Strankino zahtevo mora SAP ob odpovedi ali prenehanju veljavnosti Naročilnice v sprejemljivem obdobju (a) zagotoviti Stranki hrambo Podatkov stranke v ustrezni obliki zapisa v Računalniškem okolju in/ali na zahtevo in s pooblastilom Stranke (b) odstraniti, izbrisati, očistiti, prepisati ali drugače narediti nedostopne vse Podatke stranke, ki so ostali v Računalniškem okolju, v največjem mogočem obsegu na podlagi takrat veljavne

on the then-current technology available within the Service, unless and to the extent applicable laws and regulations require further retention of such data. Further, if Customer requires access to the Service to export and retrieve its Customer Data after the effective date of termination or expiration, Customer may extend the Initial Term or then current Renewal Term, as applicable, for up to ninety (90) days by notifying SAP within (30) days of termination or expiration and paying monthly fees for such extension calculated as a monthly proration of the annual Service Fee (or the monthly Service Fee in the case of HEC Projects) in effect for the Service immediately preceding termination or expiration. Such extension shall be documented by a Change Request. Subject to the foregoing, SAP shall have no obligation to maintain or provide any Customer Data.

4.4. Customer will ensure that any Customer Data entered into the Computing Environment by Customer, a Customer Affiliate, any Authorized User or any other person authorised by Customer to access the Customer Data or by any person using of any of the foregoing's access credentials is not: (i) corrupted; or (ii) technical data that is restricted, under applicable law, for national security reasons.

5. Service Levels

5.1 Technical Availability

The following table lists the Technical Availability applicable to the Customers Computing Environment. SAP shall track and report to Customer the "Technical Availability" in a monthly summary report. Customer must notify SAP of any claims for any Service Level Credits within forty five (45) days after receipt of the monthly Technical Availability report.

Computing Environment segment	Service Level	Violation	Remediation
PRD	99.5%	TA < Service Level	Incident report and action plan by SAP submitted to Customer within 10 Business Days. Each 0.1% TA below the agreed Service Level for each single PRD system shall result in 2% Service Level Credit of the total Service Fee for the month in which the Service Level was not met for the System Name /Tier No. identified in the System Set-Up Table in the Order Form.

tehnologije, na voljo v Storitvi, če veljavna zakonodaja in predpisi ne zahtevajo daljše hrambe takih podatkov, v tem primeru pa le v za to potrebnem obsegu. Če Stranka potrebuje dostop do Storitve za izvoz in priklic svojih Podatkov stranke po datumu začetka veljavnosti odpovedi ali poteka veljavnosti, lahko Stranka po potrebi podaljša Začetno obdobje ali takrat veljavno Obdobje podaljšanja za največ devetdeset (90) dni, tako da obvesti SAP v tridesetih (30) dneh po odpovedi ali poteku veljavnosti in plačila mesečnih obveznosti za tako podaljšanje, ki se izračuna kot mesečna razmejitev letnih plačil Storitve (ali mesečnih plačil Storitve v primeru storitve HEC Projects), veljavnih za Storitev neposredno pred odpovedjo ali potekom. Tako podaljšanje se dokumentira z Zahtevo za spremembo. Ob upoštevanju navedenega SAP ni zavezan vzdrževati ali nuditi nobenih Podatkov stranke.

4.4. Stranka mora zagotoviti, da Podatki stranke, ki jih v Računalniško okolje vnese Stranka, Izpostava stranke, katerikoli Pooblaščeni uporabnik ali druga oseba, ki jo Stranka pooblasti za dostop do Podatkov stranke, oz. katerakoli druga oseba, ki za dostop uporablja dokazila o istovetnosti kateregakoli zgoraj navedenega subjekta, niso: (i) pokvarjeni; ali (ii) tehnični podatki, ki so omejeni z veljavno zakonodajo iz razlogov državne varnosti.

5. Ravni storitev

5.1 Tehnična razpoložljivost

V naslednji tabeli je navedena Tehnična razpoložljivost, veljavna za Strankino Računalniško okolje. SAP bo spremljal "Tehnično razpoložljivost" in o njej poročal Stranki v mesečnem zbirnem poročilu. Stranka mora obvestiti SAP o vseh zahtevkih za Dobropis iz dogovora o ravni storitev v petinštiridesetih (45) dneh po prejemu mesečnega poročila o Tehnični razpoložljivosti.

Segment Računalniškega okolja	Raven storitve	Kršitev	Odpravljanje težav
PRD	99,5 %	TA < Raven storitve	SAP posreduje Stranki poročilo o izrednih dogodkih in načrt ukrepanja v desetih (10) Delovnih dneh. Za vsakih 0,1% TA pod dogovorjeno Ravnijo storitev za vsak sistem PRD pripada 2 % Dobropisa iz dogovora o ravni storitev za skupno plačilo Storitve za mesec, v katerem Raven storitve ni bila dosežena za Ime sistema/št. ravni, navedeno v Preglednici nastavitev sistema v Naročilnici.

DEV/QAS	95%	TA < Service Level	Incident report and action plan by SAP submitted to Customer within 10 Business Days. Each 0.1% TA below the agreed Service Level for each single DEV/QAS system shall result in 1% Service Level Credit of the total Service Fee for the month in which the Service Level was not met for the System Name /Tier No. identified in the System Set-Up Table in the Order Form.

For purposes of calculating Technical Availability, the following will be excluded from Downtime:

    (i) Scheduled Maintenance or unscheduled downtime, agreed upon by Customer

    (ii) Customer's failure to meet Customer's responsibilities as set forth in the Agreement; or

    (iii) Downtime of a QAS system caused by using the QAS for failover/to repair to a PRD system;

    (iv) Misuse of access rights by Customer or use of the Licensed Software or Subscription Software otherwise in violation of the License Agreement or the Agreement, as applicable, or otherwise not in accordance with the Documentation;

    (v) failure of Customer to maintain Maintenance for the Licensed Software per section 2.1 below;

    (vi) other issues outside the reasonable control of SAP including:

        (a) work at the request of the Customer that requires the Computing Environment or portion thereof to be shut down (such as a release upgrade);

        (b) restore times of user data (recovery of database data from a media backup) where SAP was not the root cause;

        (c) recovery times (import of database transaction logs to recover a current database status) where SAP was not the root cause;

        (d) interruptions as a result of requirements stipulated by the manufacturers of the Licensed Software;

        (e) interruptions or shutdowns of the Computing Environment (or portions thereof) resulting from the quality of the Licensed Software provided by the Customer and/or Customer's customizations of the Licensed Software or Computing Environment, unless this is the responsibility of SAP;

        (f) faults in the Customer's network (ex: LAN, firewall) or failures caused by issues outside of the Point of Demarcation;

DEV/QAS	95 %	TA < Raven storitve	SAP posreduje Stranki poročilo o izrednih dogodkih in načrt ukrepanja v desetih (10) Delovnih dneh. Za vsakih 0,1% TA pod dogovorjeno Ravnijo storitve za vsak sistem DEV/QAS pripada 1 % Dobropisa iz dogovora o ravni storitev za skupno plačilo Storitve za mesec, v katerem Raven storitve ni bila dosežena za Ime sistema/št. ravni, navedeno v Preglednici nastavitev sistema v Naročilnici.

Za namen izračuna Tehnične razpoložljivosti je iz Časa nerazpoložljivosti izključeno naslednje:

    (i) Načrtovani ali nenačrtovani čas nerazpoložljivosti, s katerim se Stranka strinja

    (ii) Strankino neizpolnjevanje obveznosti, kot je določeno v Pogodbi; ali

    (iii) Čas nerazpoložljivosti sistema QAS, ki je posledica uporabe sistema QAS za nadomestno delovanje/popravilo sistema PRD;

    (iv) Strankina zloraba pravic za dostop ali uporaba Licenčne programske opreme ali Naročniške programske opreme na način, ki krši Licenčno pogodbo ali Pogodbo, kot je ustrezno, ali ki drugače ni v skladu z Dokumentacijo;

    (v) Strankina nezmožnost zagotavljanja Vzdrževanja Licenčne programske opreme po spodnjem 2.1 členu;

    (vi) Druge težave zunaj SAP-jevega razumnega vpliva, vključno z naslednjimi:

        (a) Delo na Strankino zahtevo, za kar je potreben izklop Računalniškega okolja ali njegovega dela (npr. nadgradnja izdaj);

        (b) Časi obnovitve podatkov o uporabniku (obnovitev baze podatkov iz varnostne kopije), če temeljni vzrok za to ni SAP;

        (c) Časi obnovitve (uvoz transakcijskih dnevnikov baze podatkov za obnovitev trenutnega stanja baze podatkov), če temeljni vzrok za to ni SAP;

        (d) Prekinitve zaradi zahtev, dogovorjenih s proizvajalci Licenčne programske opreme;

        (e) Prekinitve ali izpadi Računalniškega okolja (ali njegovih delov), ki so posledica kakovosti Licenčne programske opreme, ki jo nudi Stranka, in/ali Strankinih prilagoditev nastavitev Licenčne programske opreme ali Računalniškega okolja, če za to ni odgovoren SAP;

        (f) Napake v Strankinem omrežju (npr. lokalno omrežje, požarni zid) ali napake zaradi težav zunaj Razdelitvene točke;

(g)	power outages or shutdowns of the power supply on the Customer's locations.		(g)	Izpadi ali prekinitve napajanja na Strankinih lokacijah.	

5.2 Service Levels

Days/ hours during which SAP provides HEC Services are set forth in the applicable Order Form.

5.2 Ravni storitev

Dnevi/ure SAP-jevega zagotavljanja Storitev HEC so določeni v ustrezni Naročilnici.

Description	Computer Environment segment to which Service Level applies	Service Levels	Opis	Segment Računalniškega omrežja, za katerega velja Raven storitve	Ravni storitev
Backup Frequency and retention period for Databases	PRD	Daily full backup and log file backup per SAP product standard 1 Month retention time. Backup of the production environment will be replicated to an alternate data center.	Pogostost varnostnega kopiranja in obdobje hranjenja Baz podatkov	PRD	Dnevno varnostno kopiranje in varnostna kopija zapisnika po standardu za SAP-jeve produkte. Obdobje hranjenja en (1) mesec. Varnostna kopija produkcijskega okolja bo replicirana v drugo podatkovno središče.
	DEV/QAS	Weekly full backup and log file backup per SAP product standard. 14 days retention time. Backup of the non-production environment will be replicated to an alternate data center.		DEV/QAS	Tedensko varnostno kopiranje in varnostna kopija zapisnika po standardu za SAP-jeve produkte. Obdobje hranjenja štirinajst (14) dni. Varnostna kopija neprodukcijskega okolja bo replicirana v drugo podatkovno središče.
Backup Frequency and retention period for File systems	PRD	Monthly full backup and daily incremental. Two months retention time. Backup of the production environment will be replicated to an alternate data center.	Pogostost varnostnega kopiranja in obdobje hranjenja za datotečne sisteme	PRD	Mesečno popolno varnostno kopiranje in dnevno dodatno varnostno kopiranje. Obdobje hrambe dva (2) meseca. Varnostna kopija produkcijskega okolja bo replicirana v drugo podatkovno središče.
	DEV/QAS	Monthly full backup and daily incremental. Two months retention time. Backup of the non-production environment will be replicated to an alternate data center.		DEV/QAS	Mesečno popolno varnostno kopiranje in dnevno dodatno varnostno kopiranje. Obdobje hrambe dva (2) meseca. Varnostna kopija neprodukcijskega okolja bo replicirana v drugo podatkovno središče.
Incident Reaction Time for Incident Management	Incident Priority Very High (only applicable for PRD)	20 minutes (7x24) and problem determination action plan within 4hrs	Začetni odzivni čas za Upravljanje izrednih dogodkov	Zelo visoka prioriteta izrednih dogodkov (velja le za PRD)	20 minut (4 ur na dan, 7 dni na teden), načrt ukrepanja za ugotovitev problema v 4 urah
	Incident Priority High	2 hours (7x24) for HEC for Production 4 hours [local time on		Visoka prioriteta izrednih dogodkov	2 uri (24 ur na dan, 7 dni na teden) za storitev HEC Production

		Business Days] for HEC for Projects			4 ure [lokalni čas ob delovnih dneh] za storitev HEC Projects
	Incident Priority Medium	4 hours [local time on Business Days]		Srednja prioriteta izrednih dogodkov	4 ure [lokalni čas ob delovnih dneh]
	Incident Priority Low	1 Business Day		Nizka prioriteta izrednih dogodkov	2 Delovni dan

5.3 Incident Priorities

The following priority levels apply to all Incidents (such priority to be assigned by Customer, and which may be re-assigned by SAP based on the criteria below and acting reasonably):

Very High: An Incident should be categorized with the priority "Very High" if the incident reported has very serious consequences for normal business processes or IT processes related to core business processes, and urgent work cannot be performed. This is generally caused by the following circumstances:

- A PRD system is completely down.
- The imminent go-live or upgrade is jeopardized.
- The core business processes of Customer are seriously affected.
- A workaround is not available.

The incident requires immediate processing because the malfunction may cause serious losses.

High: An Incident should be categorized with the priority "High" if normal business processes are seriously affected. Necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the Computing Environment that are required immediately. The Incident is to be processed as quickly as possible because a continuing malfunction can seriously disrupt the entire productive business flow.

Medium: An Incident should be categorized with the priority "Medium" if normal business processes are affected. The problem is caused by incorrect or inoperable functions in the Computing Environment. A message should be categorized with the priority "Medium" if normal business transactions are affected.

Low: An incident should be categorized with the priority "Low" if the problem has little or no effect on normal business processes. The problem is caused by incorrect or inoperable functions in the Computing Environment that are not required daily, or are rarely used.

5.4 Service Level Reporting

In the event that one or more of the Service Levels in the Agreement are not met, the following procedure will be implemented by the parties:

a) Either SAP will notify the Customer contact person or Customer will notify the SAP Account Manager to analyse Service Levels metric statistics.

b) SAP will promptly (i) determine the root cause or possible root cause of the failure (if known) to meet the Service Level, and (ii) unless failure is excused develop a corrective action plan, and submit such plan to Customer

5.3 Prioritete Dogodkov

Naslednje ravni prioritet veljajo za vse Izredne dogodke (tako prioriteto mora dodeliti Stranka in jo lahko SAP razumno spremeni na podlagi spodnjih kriterijev):

Zelo visoka: Izredni dogodek ima prioriteto "Zelo visoka", če ima prijavljeni izredni dogodek zelo resne posledice za običajne poslovne procese ali IT-procese, povezane z osnovnimi poslovnimi procesi, in izvajanje nujnih opravil ni mogoče. To je običajno posledica naslednjih okoliščin:

- Popolni izpad sistema PRD.
- Ogroženost neposrednega prehoda v živo ali nadgradnje.
- Resen vpliv na osnovne poslovne procese Stranke.
- Začasna rešitev ni na voljo.

Izredni dogodek zahteva takojšnjo obdelavo, ker lahko okvara povzroči resno poslovno škodo.

Visoka: Izredni dogodek ima prioriteto "Visoka", če so običajni poslovni procesi resno prizadeti. Onemogočeno je izvajanje potrebnih nalog. To je posledica nepravilnih ali nedelujočih funkcij v Računalniškem okolju, ki so potrebne takoj. Izredni dogodek zahteva čimprejšnjo obdelavo, ker lahko okvara resno ovira celotni produkcijski poslovni tok.

Srednja: Izredni dogodek ima prioriteto "Srednja", če so prizadeti običajni poslovni procesi. Težavo povzročajo nepravilne ali nedelujoče funkcije v Računalniškem okolju. Sporočilo ima prioriteto "Srednja", če je resno prizadeto normalno poslovanje.

Nizka: Izredni dogodek ima prioriteto "Nizka", če težava malo vpliva oz. ne vpliva na običajne poslovne procese. Težava je posledica nepravilnih ali nedelujočih funkcij v Računalniškem okolju, ki niso potrebne vsak dan ali so redko uporabljene.

5.4 Poročanje Ravni storitev

Če ena ali več Ravni storitev iz Pogodbe ni zagotovljenih, pogodbeni stranki izvedeta naslednji postopek:

a) SAP sporoči Strankini kontaktni osebi ali pa Stranka sporoči SAP-jevemu skrbniku strank, naj izvede analizo statistke metrik Ravni storitev.

b) SAP mora takoj (i) ugotoviti vzrok ali mogoči vzrok napake (če je znan), da zagotovi Raven storitev, in (ii), razen če je napaka opravičena, razviti načrt korektivnih ukrepov in ga poslati Stranki v pisno odobritev (ki ne bo neutemeljeno

for written approval (which will not be unreasonably withheld or delayed) and, following Customer's written approval implement the plan in a reasonable period of time (and in accordance with any agreed timescales).

c) If applicable, SAP will provide the specific Service Level Credits as described in section 5.5 below.

d) SAP will be relieved of its obligation to pay applicable Service Level Credits and will not be in breach of the Service Level where the root cause analysis (as reasonably performed by SAP) indicates the failure to meet the relevant Service Level was caused by the Customer. In the event that Customer disagrees with the root cause analysis, the parties will discuss the root cause analysis in accordance with the escalation procedure described in section 8 of this Supplement.

5.5 Service Level Credits

Subject to section 5.1, where SAP fails to meet a Service Level, SAP will be liable to Customer for the corresponding Service Level Credit as set out in this section. The Service Level Credit is calculated as the sum of the Service Level Credits for both DEV/QAS and PRD for the TA Service Level defined in section 5.1 above. SAP will deduct the amount of any Service Level Credits owed to Customer from the next invoice (or, if there is no such invoice, by bank transfer to such bank account as Customer may specify in writing).

Customer agrees that under no circumstances will the total maximum Service Level Credits: (i) for any one month, exceed 100% of the Service Fee for that month; and, (ii) for any given contract year, exceed in the aggregate an amount equal to one-third of the annual Service Fee charged for the contract year (or one third of the total Service Fee charged if the Term as defined in the applicable Order Form is less than one (1) year). Customer acknowledges that the Service Level Credits defined hereunder are the sole remedy for SAP's failure to meet the specified Service Level.

5.6 Termination for Service Level Failure

Customer may terminate the applicable Order Form with thirty (30) day's termination notice in writing to SAP, if SAP misses a Service Level as specified in this Supplement for three (3) months in sequence. Customer may exercise this termination right only within thirty (30) days after receipt of the respective Service Level report that documents the applicable Service Level failure.

5.7 Changes to Service Levels

SAP may, at its sole discretion, modify the Service Level terms set forth in sections 5.1 through 5.5 above upon notice to Customer, provided that SAP shall not materially diminish the Service Levels, Service Level Credits, or any other Service Level provision during the term of the Order Form.

6. SAP Security for HEC Services

6.1 SAP Cloud Security Framework

SAP will comply with the SAP Cloud Security Framework, hereby incorporated and made part of this Supplement, or its equivalent during the term of the Order Form between Customer and SAP for HEC Services, provided that SAP retains the right

zadržana ali izdana z zakasnitvijo), po pisni odobritvi Stranke pa mora implementirati načrt v razumnem obdobju (in v skladu z morebitnim dogovorjenim časovnim načrtom).

c) SAP po potrebi zagotovi določeni dobropis iz Dogovora o ravni storitev, kot je opisano v spodnjem 5.5 členu.

d) SAP je razrešen svojih obveznosti plačila ustreznega Dobropisa iz dogovora o ravni storitev in ne krši Ravni storitve, kjer analiza vzrokov (ki jo razumno izvede SAP) pokaže, da je Stranka povzročila neustreznost Ravni storitve. Če se Stranka ne strinja z analizo vzrokov, se pogodbeni stranki pogovorita o analizi vzrokov v skladu s postopkom eskalacije, opisanim v 8. členu tega Dopolnila.

5.5 Dobropisi iz dogovora o ravni storitev

Če SAP ne doseže Ravni storitve v skladu s 5.1 členom, mora SAP Stranki zagotoviti ustrezen Dobropis iz dogovora o ravni storitev, kot je določeno tukaj. Dobropis iz dogovora o ravni storitev se izračuna kot vsota Dobropisov iz dogovora o ravni storitev za DEV/QAS in PRD za Raven storitve TA, opredeljeno v zgornjem 5.1 členu. SAP mora znesek Dobropisov iz dogovora o ravni storitev, ki jih dolguje Stranki, odbiti od naslednjega računa (oz. če ni računa, izplačati z bančnim nakazilom na račun, ki ga pisno navede Stranka).

Stranka se strinja, da skupni maksimalni Dobropis iz dogovora o ravni storitev pod nobenim pogojem: (i) za noben mesec ne bo presegal 100 % Plačila Storitve za tisti mesec; in (ii) za nobeno pogodbeno leto skupno ne bo presegel zneska, enakega tretjini letnega Plačila Storitve, zaračunanega za pogodbeno leto (ali tretjine skupnega Plačila Storitve, zaračunanega, če je Obdobje veljavnosti, določeno v ustrezni Naročilnici, krajše od enega (1) leta). Stranka potrjuje, da so tukaj opredeljeni Dobropisi iz dogovora o ravni storitev edino pravno sredstvo v primeru SAP-jevega nedoseganja navedenih Ravni storitev.

5.6 Odpoved zaradi neustrezne Ravni storitve

Stranka lahko odpove ustrezno Naročilnico, tako da trideset (30) dni prej pisno obvesti SAP, če SAP v treh (3) zaporednih mesecih ne dosega Ravni storitev, dogovorjene v tem Dopolnilu. Stranka lahko uresniči to pravico do odpovedi le v tridesetih (30) dneh po prejemu ustreznega poročila o Ravni storitve, ki dokazuje to neustreznost Ravni storitve.

5.7 Spremembe Ravni storitve

SAP lahko po lastni presoji spremeni pogoje Ravni storitve, določene v zgornjih členih od 5.1 do 5.5, tako da obvesti Stranko, če SAP bistveno ne zmanjša Ravni storitve, Dobropisov iz dogovora o ravni storitev ali zagotavljanja drugih Ravni storitev v času veljavnosti Naročilnice.

6. SAP-jeva varnost za Storitve HEC

6.1 Okvirna navodila za varnost SAP-jevega oblaka

SAP mora izpolnjevati Okvirna navodila za varnost SAP-jevega oblaka, ki so vključena v ta Dodatek in so njegov del, ali enakovredni dokument v obdobju veljavnosti Naročilnice, sklenjene med Stranko in SAP-jem za Storitve HEC, če SAP

to revise and/or update the SAP Cloud Security Framework at SAP's sole discretion, provided that SAP does not lower the overall level of security provided. SAP will provide a copy of the SAP Cloud Security Framework to Customer upon request.

6.2 HEC Security Audits

During the term of the Order Form between Customer and SAP for HEC Services, SAP shall maintain, at its own expense an audit report by a nationally recognized outside audit firm conforming with the American Institute of Certified Public Accountants' Service Organization Control (SOC) Reports, or its equivalent, and shall provide or make available to Customer, at Customer's request, a copy of its SOC 1 and/or SOC 2 reports during the relevant audit period for the applicable PRD systems within the Computing Environment, which shall be updated at least annually for the applicable PRD systems.

7. Monitoring.

SAP is and will remain entitled to monitor Customer's use of the HEC Services to ensure Customer's compliance with this Agreement and, subject to all other confidentiality provisions set forth in the Agreement, SAP may utilize the information concerning Customer's use of the HEC Service to improve SAP products and services and to provide Customer with reports on its use of the HEC Service.

8. Dispute Resolution.

Each party will nominate a representative who will be the other party's prime point of contact with respect to the performance of the HEC Services. Each party will further nominate a representative who will serve as a decision-making authority in case of any dispute or escalation that cannot be settled between the primary points of contact within a reasonable period of time.

9. Acceptable Use Requirements.

Customer expressly acknowledges and agrees that (a) neither SAP or any of its subcontractors have any responsibility for any files, pages, data, works, information and/or materials on, within, stored, displayed, linked, distributed or transmitted to, from or by Customer or its Affiliates ("Customer Content") and (b) neither SAP or its subcontractors exercise any direct supervision or control of the Customer Content stored, displayed or transmitted on or over the Network. Network means web servers, database servers and application servers, and LAN and WAN. Customer acknowledges and agrees that, if Customer violates or is alleged to be violating the Acceptable Use Policy and Customer has not cured such violation within a ten (10) day cure period commencing with receipt of written notice from SAP of such violation, SAP may: (i) suspend or terminate the HEC Services to the limited extent necessary to end such violation (including, if reasonably necessary, removing Customer Content stored on the Computing Environment), (ii) pursue any other legal, equitable and contractual remedies available to SAP and (iii) cooperate fully with any civil or criminal investigations or legal actions relating to Customer access to or use of the HEC Services.

Customer shall not:

    a. Resell, sub-host or otherwise provide the HEC Services to third parties (other than Authorized Users) except as otherwise agreed in writing by the Parties hereto; or

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ohrani pravico do pregleda in/ali posodobitve Okvirnih navodil za varnost SAP-jevega oblaka po lastni presoji, pod pogojem, da SAP ne zniža skupne ravni zagotovljene varnosti. SAP bo na zahtevo Stranki poslal izvod Okvirnih navodil za varnost SAP-jevega oblaka.

6.2 Revizije Storitve HEC

V času veljavnosti Naročilnice, sklenjene med Stranko in SAP-jem za Storitve HEC, mora SAP na lastne stroške vzdrževati revizijska poročila, ki jih izvaja državno priznana revizijska družba in ki ustrezajo poročilom ameriškega inštituta American Institute of Certified Public Accountants' Service Organization Control (SOC), ali njim enakovredna, in mora zagotavljati ali dati Stranki na njeno zahtevo na voljo izvod poročila SOC 1 in/ali SOC 2 v ustreznem obdobju revizije za ustrezne sisteme PRD znotraj Računalniškega okolja, ki se posodobijo vsaj enkrat letno za ustrezne sisteme PRD.

7. Nadzor.

SAP je in ostaja upravičen do nadzora Strankine uporabe Storitev HEC, da zagotavlja Strankino skladnost s to Pogodbo in lahko, v skladu z vsemi drugimi določili o zaupnosti, navedenimi v Pogodbi, uporablja podatke v zvezi s Strankino uporabo Storitve HEC, da izboljšuje SAP-jeve produkte in storitve ter da Stranki zagotavlja poročila o njeni uporabi Storitve HEC.

8. Reševanje sporov.

Vsaka pogodbena stranka imenuje predstavnika, ki je glavna kontaktna oseba druge pogodbene stranke v zvezi z izvajanjem Storitev HEC. Vsaka pogodbena stranka bo prav tako imenovala predstavnika, ki bo sprejemal odločitve v primeru sporov ali eskalacije, ki jih glavni kontaktni osebi ne moreta razrešiti v razumnem času.

9. Zahteve za sprejemljivo rabo.

Stranka izrecno priznava in se strinja, da (a) niti SAP niti njegovi podizvajalci niso odgovorni za datoteke, strani, podatke, izdelke, informacije in/ali gradivo o Stranki ali njenih Izpostavah, ali ki je pri njih, oz. ga hranijo, prikazujejo, povezujejo, distribuirajo ali pošiljajo oz. jim je posredovano ali poslano ("Vsebina stranke") in (b) niti SAP niti njegovi podizvajalci ne izvajajo neposrednega nadzora ali pregleda Vsebine stranke, shranjene, prikazane ali prenesene v ali prek Omrežja. Omrežje pomeni spletne strežnike, strežnike baz podatkov in aplikacijske strežnike ter LAN in WAN. Stranka priznava in se strinja, če Lastnik licence krši ali domnevno krši Smernice o sprejemljivi rabi in Stranka take kršitve ne odpravi v desetih (10) dneh od prejema pisnega obvestila o taki kršitvi od SAP-ja, lahko SAP: (i) začasno prekine ali odpove Storitve HEC v omejenem obsegu, potrebnem za odpravo take kršitve (če je upravičeno potrebno, tudi z odstranitvijo Vsebine stranke, shranjene v Računalniškem okolju), (ii) nadaljuje s katerimikoli drugimi razpoložljivimi pravnimi sredstvi ter pogodbenimi ukrepi in (iii) popolnoma sodeluje v katerikoli civilni ali kazenski preiskavi ali tožbah, povezanih z dostopom Stranke do Storitev HEC ali njihove uporabe.

Stranki ni dovoljeno naslednje:

    a. Prodaja, omogočanje gostovanja ali zagotavljanje Storitev HEC tretjim osebam (ki niso Pooblaščeni uporabniki) na kakšen drug način, če ni drugače pisno dogovorjeno med Pogodbenima strankama iz tega dokumenta; ali

b. Use the HEC Services or permit the HEC Services to be used in any manner (including, without limitation, transmission, distribution or storage) for any purpose that is or is likely to be illegal or violative of any governmental law, regulation, rule, court order, treaty or tariff, fraudulent or misleading,

c. Violate any SAP or any third party rights or be otherwise damaging to SAP or any third party,

d. Be obscene, harassing or distressing,

e. Be disruptive of, harmful to or that otherwise abuses or misuses network resources or the Internet or any connected resources, or

f. Be of unauthorized use, access or monitoring of any host, any network or other network or any component or device, authentication system, data, web site facility, passcode, account or any other breach of any security measure.

Examples:

Without limiting the foregoing, undertaking or attempting to undertake any of the conduct in the following non-exclusive list is deemed to violate the Acceptable Use Policy:

a. Pornography;

b. Stalking;

c. Alteration of source of data (causing origination of malformed data or network traffic);

d. Pyramid or Ponzi schemes;

e. Impersonation, relaying or spoofing misrepresenting identity, using a third party e-mail server to relay without express authorization, or the altering or forging of electronic mail headers, including any portion of the IP packet header and/or electronic mail address, sender identity, posting or any other method used to forge, disguise or conceal the user's identity or to cause disruption);

f. Hacking or scamming (unauthorized use of non-Customer accounts or resources, scamming, stealing or tricking the release of passwords, etc.);

g. Distribution of harmful code such as computer viruses, worms and trap doors;

h. Overloading any shared infrastructure; or

i. Denial of service, SYN flood or other attacks by sending mass volumes of data or other abusive behavior to disrupt or disable the recipient system.

b. Uporaba Storitev HEC ali dovoljenje za uporabo Storitev HEC na kakršenkoli način (kar med drugim vključuje prenos, distribucijo ali hrambo) za kakršenkoli namen, ki je morda nezakonit ali krši kakršnekoli vladne zakone, predpise, pravila, odločbe sodišča, mednarodne pogodbe ali tarife oz. je goljufiv ali zavajajoč,

c. Kršitev pravic SAP-ja ali katerekoli druge tretje osebe oz. povzročitev škode SAP-ju ali katerikoli drugi tretji osebi na kakšen drug način,

d. Opolzkost, nadlegovanje ali vznemirjanje,

e. Moteče in škodljivo ravnanje ali druga zloraba virov omrežja, spleta ali kakršnihkoli povezanih virov, oz.

f. Nepooblaščena uporaba, dostop ali nadzor kateregakoli gostitelja, omrežja ali drugega omrežja oz. druge komponente ali naprave, sistema preverjanja pristnosti, podatkov, spletne strani, gesla, računa oz. kakršnakoli drugačna kršitev varnostnega ukrepa.

Primeri:

Brez omejevanja navedenega velja zavezovanje ali namen zavezovanja kakršnemukoli ravnanju z naslednjega neizključnega seznama za kršitev Smernic o sprejemljivi rabi:

a. Pornografija;

b. Zalezovanje;

c. Sprememba izvora podatkov (povzročitev izvora poškodovanih podatkov ali omrežnega prometa);

d. Piramidne ali Ponzijeve sheme;

e. Poosebljanje in posredovanje lažne identitete ali lažno predstavljanje, uporaba strežnika tretje osebe za posredovanje brez izrecne avtorizacije ali spreminjanje oz. ponarejanje glav elektronske pošte, vključno s katerimkoli delom glave paketa IP in/ali naslova elektronske pošte, identitete pošiljatelja, objavo ali kakršnimkoli drugim načinom ponarejanja, prikrivanja ali skrivanja identitete uporabnika oz. povzročitve motnje);

f. Vdor v računalniški sistem ali goljufije (nepooblaščena uporaba računov ali virov, ki niso Strankini, goljufije, kraja ali napeljevanje k izdaji gesel itd.);

g. Distribucija škodljive kode, kot so računalniški virusi, črvi in stranska vrata;

h. Preobremenitev katerekoli infrastrukture v skupni rabi; ali

i. Zavrnitev storitve, poplava SYN in drugi napadi s pošiljanjem velikega obsega podatkov ali druga zloraba, ki ovira ali onemogoča sistem prejemnika.

OPTIONAL SERVICES

The following optional services are NOT included in HEC Services, and will NOT be provided by SAP, unless purchased by Customer for a fee and expressly stated in an applicable Order Form or Change Request.

A. Optional: Transition Services.

Customer may elect to purchase the following Transition Services from SAP by entering into a Change Request and paying the applicable fees at SAP's then-current rates as specified in such Change Request: (a) services to transition Customer from the HEC Services to replacement services provided by Customer or a third party chosen by Customer, and, (b) Customer Data in the backup media format being utilized by SAP or other format as mutually agreed. SAP will provide any such Transition Services purchased by Customer upon expiration of the term of HEC Services.

B. Optional: Disaster Recovery Services

Definitions:

"Disaster" means an event of substantial extent causing significant disrupting the delivery of the HEC Services and may include physical damage or destruction, to the SAP data center or Computing Environment. It can be natural disasters (such as floods, hurricanes, tornadoes or earthquakes) and/or human-induced disasters (including hazardous material spills, infrastructure failure, and bio-terrorism). A Disaster is typically not limited to one individual system or landscape but larger parts of an infrastructure.

"Disaster Recovery Services" (or "DR Services" or "DR") means the disaster recovery service, process, policies and procedures that are related to preparing for recovery or continuation of technology or infrastructure identified in the applicable Order Form as included in the DR Services. DR is not a process to overcome outages of isolated systems due to hardware or software incidents (i.e., DR is not a substitute or replacement for Technical Availability Service Levels described in this Supplement).

IZBIRNE STORITVE

Naslednje izbirne storitve NISO vključene v Storitve HEC in jih NE nudi SAP, razen če jih Stranka kupi z naročnino in so izrecno navedene v ustrezni Naročilnici ali Zahtevi za spremembo.

A. Izbirno: Storitve za prehod.

Stranka se lahko odloči za nakup naslednjih SAP-jevih Storitev za prehod, tako da podpiše Zahtevo za spremembo in plača ustrezni znesek po SAP-jevih takrat veljavnih tarifah, kot je določeno v taki Zahtevi za spremembo: (a) storitve za prehod Stranke s Storitev HEC na nadomestne storitve Stranke ali tretje osebe po Strankini izbiri in (b) Podatke stranke na nosilcu varnostne kopije v obliki, ki jo uporablja SAP, ali v drugi dogovorjeni obliki. SAP bo nudil vse take Storitve za prehod, ki jih kupi Stranka, ob poteku časa veljavnosti Storitev HEC.

B. Izbirno: Storitve obnove po izrednem dogodku

Opredelitve pojmov:

"Izredni dogodek" je dogodek, ki bistveno ovira dobavo Storitev HEC in lahko vključuje fizično poškodbo ali uničenje SAP-jevega podatkovnega središča ali Računalniškega okolja. Lahko je naravna nesreča (kot so poplave, orkani, tornadi ali potresi) in/ali nesreča, ki je posledica človekovih dejanj (vključno z razlitji nevarnih snovi, okvarami infrastrukture in bioterorizem). Izredni dogodek običajno ni omejen na posamezen sistem ali okolje ampak na velik del infrastrukture.

"Obnova po izrednem dogodku" (ali "Storitve DR" ali "DR") so storitev, postopek in smernice obnove po izrednem dogodku, povezane s pripravo na obnovo ali nadaljevanjem delovanja tehnologije ali infrastrukture, kot je navedeno v ustrezni Naročilnici in vključeno v Storitve DR. DR ni postopek za odpravljanje izpadov izoliranih sistemov zaradi izrednih dogodkov s strojno ali programsko opremo (tj. DR ne nadomesti ali zamenja Ravni storitev Tehnične razpoložljivosti, opisanih v tem Dopolnilu).

"Metro DR" means a Disaster Recovery Service in which SAP provides the DR Services (with the failover systems) from a data center <100km away from the standard data center, providing lower cost and smaller RPO but more risk regarding a local disaster impacting both data centers.

"Krajevni DR" je Storitev obnove po izrednem dogodku, s katero SAP zagotavlja Storitve DR (s sistemi za nadomestno delovanje) iz podatkovnega središča, oddaljenega manj kot 100 km od standardnega podatkovnega središča, kar omogoča nižje stroške in manjši RPO, vendar pa večje tveganje pri lokalnih izrednih dogodkih, ki vplivajo na obe podatkovni središči.

"Regional DR" means a Disaster Recovery Service in which SAP provides the DR Services (with the failover systems) from a data center over 100km away from the standard data center, to minimize risk of a local disaster affecting both data centers.

"RPO" (or "Recovery Point Objective") means the maximum tolerable period in which Customer data might be lost due to a Disaster (i.e. time between last backup and point in time a Disaster occurred).

"RTO" (or "Recovery Time Objective") means the duration of time in which the Subscription Software/ Licensed Software and PRD is unavailable preventing HEC Services in Disaster case (i.e. time between a Disaster and point in time the systems are available again).

SAP provides standard DR Services with predefined parameters regarding RPO/RTO for defined system characteristics to the extent that prerequisites and conditions are fulfilled. SAP shall be excused from its DR Services obligations to the extent (and for the duration during which) Customer fails to achieve any of the following pre-requisites and such failure prevents SAP from performing the applicable DR Services:

- The applicable components are technically used as provided by SAP; any custom or third party developments or modifications affecting applicable components are not covered (excluding development/modifications done in ABAP only systems using SAP ABAP standard development tools, and excluding any third party products embedded in the SAP software).
- The applicable systems stay within boundaries regarding size and layout as set forth in the Agreement
- Interfaces in DR scope are limited to interfaces/protocols supported by SAP systems out of the box (e. g. RFC, web service calls, Flat Files, XML and IDocs) for components located in the data center. Any interfaces that require additional solutions or components within the HEC landscape, as well as external connectivity, are outside of the standard DR scope.
- All repositories containing Customer Data that need to be replicated to the DR site are databases; otherwise, RPO times can be substantially longer, thus does not fall under the definition of standard DR services.

The relevant parameters depend on the chosen DR layout (Metro DR/ Regional DR), the database platform used, and the adherence to above listed conditions for standard DR services. The predefined parameters for these standard DR services are:

	Metro DR	Regional DR
Database: SAP HANA	RTO=12hrs; RPO=0hrs	RTO=12hrs; RPO=30mins
Database: Sybase ASE	RTO=12hrs; RPO=30mins**	RTO=12hrs; RPO=30mins

**Sybase ASE database replication is currently not supported in continuous mode, which would be the prerequisite for an RPO of 0. If such feature becomes available and the respective systems

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"Regijski DR" je Storitev obnove po izrednem dogodku, s katero SAP zagotavlja Storitve DR (s sistemi za nadomestno delovanje) iz podatkovnega središča, ki je več kot 100 km oddaljeno od standardnega podatkovnega središča, za zmanjšanje tveganja za lokalne izredne dogodke, ki vplivajo na obe podatkovni središči.

"RPO" (ali "Ciljna starost točke obnove") pomeni najdaljše dovoljeno obdobje, v katerem se lahko Podatki stranke izgubijo zaradi Izrednega dogodka (tj. čas med zadnjo izdelavo varnostne kopije in pojavom Izrednega dogodka).

"RTO" (ali "Ciljni čas za obnovitev") pomeni obdobje nerazpoložljivosti Naročniške programske opreme/Licenčne programske opreme in sistema PRD po pojavu Izrednega dogodka, ko so Storitve HEC onemogočene (tj. čas od pojava Izrednega dogodka do vnovične razpoložljivosti sistemov).

SAP zagotavlja standardne Storitve DR s predhodno opredeljenimi parametri za RPO/RTO za določene karakteristike sistema, če so pogoji izpolnjeni. SAP je razrešen obveznosti zagotavljanja Storitev DR, če (in za čas v katerem) Stranka ne izpolnjuje katerega od naslednjih pogojev in če tako neizpolnjevanje SAP-ju preprečuje izvajanje ustreznih Storitev DR:

- Ustrezne komponente se tehnično uporabljajo, kot jih nudi SAP; kakršenkoli razvoj ali spremembe po meri ali za tretjo osebo, ki vplivajo na ustrezne komponente, niso vključene (razen razvoja/sprememb v sistemih le za ABAP z uporabo standardnih razvojnih orodij SAP ABAP in razen vseh produktov tretje osebe, vgrajenih v SAP-jevo programsko opremo).
- Velikost in postavitev ustreznih sistemov ostaneta v mejah, kot je določeno v Pogodbi.
- Vmesniki in obseg DR so omejeni na vmesnike/zapisnike, ki jih podpirajo standardni SAP-jevi sistemi (npr. RFC, klici spletnih storitev, nepovezane datoteke, XML in IDoc-i) za komponente v podatkovnem središču. Vsi vmesniki, ki potrebujejo dodatne rešitve ali komponente znotraj infrastrukture HEC, ter zunanja povezljivost, so zunaj standardnega obsega DR.
- Vsa odložišča, ki vsebujejo Podatke stranke, ki jih je treba kopirati na lokacijo DR, so baze podatkov; sicer so lahko časi RPO bistveno daljši in ne spadajo v opredelitev storitev DR.

Ustrezni parametri so odvisni od izbrane postavitve DR (Krajevni DR/Regijski DR), uporabljene platforme baze podatkov in upoštevanja zgoraj navedenih pogojev za standardne storitve DR. Predhodno opredeljeni parametri za te standardne storitve DR so:

	Krajevni DR	Regijski DR
Baza podatkov: SAP HANA	RTO = 12 ur; RPO = 0 ur	RTO = 12 ur; RPO = 30 min
Baza podatkov: Sybase ASE	RTO = 12 ur; RPO = 30 min**	RTO = 12 ur; RPO = 30 min

** Kopiranje za bazo podatkov Sybase ASE trenutno ni podprto v stalnem modusu, kar je pogoj, da je RPO 0. Če postane taka funkcija razpoložljiva ter so ustrezni sistemi posodobljeni na tako

are updated to that new version and successfully tested, both parties will at that time agree on a modified RPO of 0 hours via a Change Request without additional service charge.

Customer understands and agrees that performance characteristics may be reduced while operating under DR Services failover; provided, however, that such reductions in performance shall only be excused to the extent the Disaster is also a force majeure event.

Other DR Services applicable to the HEC Services beyond those listed in HEC RR are not in the scope of SAP's standard DR Services. If requested by the Customer, such additional DR Services ("Additional DR Services) would need to go through a further DR assessment based on Customer architecture and requirements. Details on the implementation of any such Additional DR Services would be agreed upon with Customer, including revised estimated failover times and maximum data loss, and the parties would mutually agree to the applicable RPO and RTO for such Additional DR Services as result of the implementation in a Change Request. As part of this process, SAP would use reasonable efforts to bring RPO/RTO for the System Setup as defined in the Order Form in a similar range as for the defined packages.

Regular DR testing

SAP offers one annual DR failover-test as part of the DR Services to test the reliability of the DR Services. SAP shall promptly re-perform any DR recovery tests that fail to achieve the applicable standards and report any failures to Customer. For DR Service readiness, Customer will fulfill its infrastructure and business preparation in accordance with the HEC RR, and as may be further mutually agreed between the parties in a Change Request. Customer understands and agrees that the Customer business continuity objectives may require additional Customer efforts in addition to and beyond the scope of the HEC Services and/or DR Services hereunder.

novo različico in uspešno preverjeni, se takrat obe pogodbeni stranki z Zahtevo za spremembo dogovorita, da je spremenjeni RPO 0 ur brez dodatnega plačila storitve.

Stranka razume in se strinja, da so lahko karakteristike zmogljivosti zmanjšane med nadomestnim delovanjem Storitev DR; pod pogojem, da je taka zmanjšana zmogljivost upravičena le, če je Izredni dogodek tudi dogodek višje sile.

Druge Storitve DR, veljavne za Storitve HEC poleg navedenih v HEC RR, niso v obsegu SAP-jevih standardnih Storitev DR. Na Strankino zahtevo so za take dodatne Storitve DR ("Dodatne storitve DR") potrebne nadaljnje ocene DR na podlagi Strankine arhitekture in zahtev. Podrobnosti o uvedbi vseh takih Dodatnih storitev DR so dogovorjene s Stranko, vključno s znova ocenjenimi časi nadomestnega delovanja in maksimalno izgubo podatkov, pogodbeni stranki pa se v Zahtevi za spremembo dogovorita o ustreznem RPO in RTO za take Dodatne storitve DR, kot posledica uvedbe. Kot del tega postopka vloži SAP ustrezen trud za zagotovitev RPO/RTO za Nastavitev sistema, kot je opredeljeno v Naročilnici v podobnem obsegu kot za opredeljene pakete.

Redno preverjanje DR

SAP nudi eno letno preverjanje nadomestnega delovanja DR kot del Storitev DR za preverjanje zanesljivosti Storitev DR. SAP bo nemudoma ponovil izvedbo vseh preverjanj obnovitev DR, ki ne dosežejo veljavnih standardov, in o napakah poročal Stranki. Za pripravljenost Storitev DR mora Stranka pripraviti infrastrukturo in način poslovanja v skladu s HEC RR in z morebitnimi nadaljnjimi dogovori med pogodbenima strankama v Zahtevi za spremembo. Stranka razume in se strinja, da lahko Strankini cilji neprekinjenega poslovanja zahtevajo Strankin trud poleg in zunaj obsega Storitev HEC in/ali Storitev DR iz tega dokumenta.