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Add Order Form
for SAP Cloud Services
SAP Reference No. 020538000008

between

SuccessFactors, Inc.
1 Tower Place, Suite 1100
South San Francisco, CA
94080
("SAP")

and

The School Board of Broward County
7720 W Oakland Park Blvd, Sunrise, FL 33351-6704
("Customer")

1. ORDER FORM AND TABLE OF AGREEMENT

This Add Order Form ("**Add Order Form**") as issued by SAP is an offer by SAP and amends the Order Form for Cloud Services previously executed between the parties. SAP and Customer desire to add additional Cloud Services (identified below) to the Order Form. When signed and returned to SAP by Customer on or prior to the offer expiration date, it becomes a binding agreement for the SAP Cloud Service(s) and Consulting Services (if applicable) listed in this Add Order Form and is effective on the date signed by Customer.

<u>Offer Expiration Date</u>: **06.27.2019**

This Add Order Form is governed by and incorporates the following documents in effect as of the effective date. All documents are listed in order of precedence, and collectively referred to as the "**Agreement**":

Agreement	Location
Add Order Form	
Schedule A of this Add Order Form: **Cloud Service Supplemental Terms and Conditions ("Supplement")**	http://go.sap.com/about/agreements/cloud-services.html?language=language:1919018190045298939810186 48881942&search=Supplement
Schedule B of this Add Order Form: **Support Policy for SAP Cloud Services**	http://go.sap.com/about/agreements/cloud-services.html?search=Support%20Cloud%20Edition
Schedule C of this Add Order Form: **Service Level Agreement for SAP Cloud Services ("SLA")**	http://go.sap.com/about/agreements/cloud-services.html?search=Service%20Level%20Agreement
Schedule D of this Add Order Form: **Data Processing Agreement for SAP Cloud Services** Schedule D will serve as a commissioned written data processing agreement.	http://go.sap.com/about/agreements/cloud-services.html?search=Data%20Processing
Schedule E of this Add Order Form: **General Terms and Conditions for SAP Cloud Services ("GTC")**	SAP and Customer agree this Order Form is governed by the General Terms and Conditions for SAP Cloud Services incorporated into the Order Form for SAP Cloud Services (ref. No.0220558288) effective June 28, 2016.

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Add Order Form for SAP Cloud Services (Direct) enUS.v.12-2017
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Customer has had the opportunity to review the GTC and the incorporated documents prior to executing this Add Order Form. SAP recommends that Customer prints copies of these documents for Customer's records. All defined terms in the GTC used in this Add Order Form have the meaning stated in the GTC or the Order Form. All references in the Supplements or GTC to "Hosted Service" or "Service" mean "Cloud Service", and to "Named Users" mean **Authorized Users."**

2. CLOUD SERVICE

2.1 **Cloud Service Order.** The table shows the additional purchased Cloud Service, Usage Metrics and volume, initial Subscription Term and fees.

From 06.28.2019 To 06.27.2024

SAP Cloud Service	Usage Metric	Usage Metric Limitation **	Annual Fee	Product Start Date	Product End Date	Total Fee in USD
SAP SFSF Learning	1Users	35,000	207,004.00	06.28.2019	06.27.2024	1,034,783.69
SAP SFSF Recruiting	1Users	35,000	250,600.00	06.28.2019	06.27.2024	1,252,713.93
SAP SFSF Onboarding	1Users	35,000	123,430.65	06.28.2019	06.27.2024	617,012.35
SAP Signature Management by DocuSign, SF	100Transactions	100	84,000.00	06.28.2019	06.27.2024	419,904.11
SAP Preferred Success SFSF	1 % of net recurring fee	1	116,206.93	06.28.2019	06.27.2024	580,901.99
Total Net Fee (*)						3,905,316.07

(*) Plus applicable taxes
(**) Usage Metric Limitations stated above represent the maximum annual quantity of Usage Metrics over a 12 month period, except where the period between Product Start Date and Product End Date is less than one year. In that case the stated Usage Metric Limitation is the actual prorated amount.

2.2 **Subscription Term**

(a) Customer's initial Subscription Term will begin on the start date and will be effective until the end date, unless Customer is otherwise notified by SAP. The Subscription Term of this Add Order Form shall end upon the end date of the subscription of the Order Form.

(b) Unless the Supplement states otherwise, the initial Subscription Term and any renewals and extensions will automatically renew for one year. Auto-renewal will not occur if Customer notifies SAP of its intention not to renew at least one month in advance of the expiration of the current term, or SAP notifies Customer of its intention not to renew at least six months prior to the expiration of the current term.

2.3 **Excess Use.** Customer's use of the Cloud Service is subject to the Agreement, including the Usage Metrics and their volume stated in Section 2. Any use of the Cloud Service that exceeds this scope will be subject to additional fees. Fees accrue from the date the excess use began. Customer will execute an additional Order Form to document subscriptions for additional Usage

Metrics and their volume. SAP may invoice and Customer will pay for excess use based on applicable pricing in the Order Form or Supplement.

3. PAYMENT AND INVOICES

All fees for the Cloud Services set forth above, fee increases, invoicing and payment shall be in accordance with the terms of the Order Form.

4. AUTHORIZED ADMINISTRATORS

Customer contacts for order confirmation and system notices are:

Order Confirmation recipient name: Ed Hineline

Order Confirmation recipient e-mail: ed.hineline@browardschools.com

System Provisioning Notification recipient name: Ed Hineline

System Provisioning Notification recipient e-mail: ed.hineline@browardschools.com

5. CUSTOMER LOCATION

Customer has provided the following primary access location:

The School Board of Broward County

7720 W Oakland Park Blvd, Sunrise, FL 33351-6704

This is the primary (but not the only) location from which Customer will access the Cloud Service. The Primary Access Location is used by SAP for the determination of any applicable taxes. If Customer does not provide a primary access location, SAP will incorporate a default primary access location to Customer's sold-to address.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
    Heather P. Brinkworth, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

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Schedule A

SAP SuccessFactors HCM Suite
Supplemental Terms and Conditions

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

1.   CLOUD SERVICE

1.1   Packages. Packages (**"Packages"**) consist of several products as set out in Appendix 1. Packaged pricing for the Cloud Service, if applicable, will not be disaggregated and Customer will not be entitled to credits, swaps or other concessions. Packages do not include any new products that may be released after the Effective Date of the applicable Order Form.

2.   USAGE METRICS

2.1   User. Users are individuals authorized to access the Cloud Service. Users are measured as individuals with an active profile in the Cloud Service and whose data is processed in the Cloud Service. For clarification, a single User with multiple contracts or roles such as concurrent employment or global assignments shall be counted as one User.

2.2   Transactions. Transactions are (i) each instance that a person enrolls or is enrolled by a third party in an instructor-led training event or offering via the Cloud Service; and (ii) each instance that a person enrolls in, is enrolled in by a third party or initially launches, an online training event or offering via the Cloud Service. Each subsequent time that a person re-enters a course or launches a content object that comprises an online item is not counted as a Transaction.

2.3   Job Postings. Job Postings are the number of job offerings that Customer posts to job boards per contract year, independent from the number of job boards to which a job offering is posted.

3.   ADDITIONAL TERMS

3.1   Disaster Recovery.

   (a)   Included services. SAP will provide Customer, at no additional charge, with the following capabilities: (i) offsite database backups to disk (i.e. weekly full / nightly incremental / archive logs multiple times daily to separate storage array); and (ii) commercially reasonable efforts to restore productive tenants from backups as soon as possible in case of a disaster resulting in loss of the production data center.

   (b)   Enhanced Option. As long as Customer subscribes to the Employee Central Cloud Service, SAP shall provide enhanced disaster recovery services (as further described below) in the following production data centers: DC2 (Amsterdam, the Netherlands); DC4 (Chandler, Arizona, USA); DC8 (Ashburn, Virginia, USA) and DC12 (St. Leon-Rot, Germany). Enhanced disaster recovery services include (i) Recovery Point Objective (RPO): no more than 24 hours of data loss; (ii) Recovery Time Objective (RTO): administrator access to data and full service restoration within 48 hours; (iii) failover to a fully functional alternate site with an in-place network, security, storage and a complement of basic replacement servers and (iv) standby production databases maintained at remote site with near-real time asynchronous replication. Other Cloud Services subscribed under the same Order Form are not entitled to this Enhanced Option unless paragraph (c) below applies.

   (c)   Additional Options. Contingent upon express agreement in an Order Form and payment of additional charges, Customer may be entitled to SAP SFSF, Disaster Recovery, enhanced option for the following Cloud Services (list is subject to change at SAP's sole discretion): SAP SuccessFactors Performance & Goals, Succession & Development, Compensation, Learning and Validated Learning. The scope of services is identical to the descriptions set forth in paragraph (b) above.

3.2 **Storage.** Customer will reasonably cooperate with SAP to optimize Customer's use of the Cloud Service, including the storage of Customer Data in the Cloud Service.

3.3 **SAP Cloud Platform Identity Authentication and SAP Cloud Platform Identity Provisioning.** Subscriptions to SAP SuccessFactors Cloud Services include use of SAP Cloud Platform Identity Authentication and SAP Cloud Platform Identity Provisioning. SAP Cloud Platform Identity Authentication may only be used for user authentication to SuccessFactors. SAP Cloud Platform Identity Provisioning may only be used for provisioning users from SuccessFactors to SAP Cloud Platform Identity Authentication.

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

(a) SAP Jam, basic edition: 2 GB per instance

(b) SAP Jam, advanced edition: 100 GB per instance

3.5 **Recruitment Posting Cloud Service.** SAP Data Processing Agreement for Cloud Services referenced in the Order Form is amended:

(a) SAP does not use any personal data removal process that is employed systematically when the Agreement terminates or expires. Such data removal process is only implemented upon Customer request.

(b) EU Access does not support Recruiting Posting.

3.6 **Workforce Planning and Analytics Service.** In order to use the subscription service, Customer could be required to order additional one-time implementation Services, either via a partner or SAP directly, as available, for data extraction, integration, and modelling activities, subject to additional services fees.

3.7 **Onboarding Cloud Service.** If E-Verify (applicable for US based customers only) is included, Customer must sign a separate Memorandum of Understanding between the United States Department of Homeland Security, Customer, and SAP's Affiliate, SuccessFactors Inc., designating SuccessFactors Inc. as its Web Services E-Verify Employer Agent.

3.8 **Employee Central, SAP Cloud Platform Integration option ("EC"), Employee Central Payroll Cloud Service**

(a) If Customer subscribes to EC; EC, functional use, SAP Cloud Platform Integration Option; SAP SuccessFactors Enterprise package, SAP Cloud Platform Integration option; SAP SuccessFactors Enterprise basic package, SAP Cloud Platform Integration option; Customer may use SAP Cloud Platform Integration, PI edition. The terms set forth in the SAP Cloud Platform Services Description Guide found here (and made available upon request): https://cloudplatform.sap.com/capabilities/service-description.html apply to SAP Cloud Platform Integration, PI edition, plus unlimited bandwidth, unlimited connections and a test tenant.

(b) SAP does not provide specific documentation for the payroll engine of Employee Central Payroll. Instead, Customer may use the documentation available for the on-premise SAP ERP HCM Software, if and to the extent applicable to the Payroll engine functionality. No other rights except as required to use Employee Central Payroll are conferred to Customer even if technically accessible or described in the documentation.

(c) Customer is also granted access to the generally available implementation handbook, currently published on the SAP Service Marketplace (http://help.sap.com/cloud4hr).

3.9 **Employee Central Service Center**

(a) Cloud for Service in included with a ratio of 1 agent user to 300 employees.

(b) SAP Cloud Portal for employee self-service is included as follows: one test tenant; and one SAP Cloud Platform Virtual Machine.

(c) Integration of Employee Central with Cloud for Service and SAP Cloud Portal is included.

(d) SAP Cloud Platform Integration, PI edition is included. The terms set forth in the SAP Cloud Platform Services Description Guide found here (and made available upon request): https://cloudplatform.sap.com/capabilities/service-description.html apply to

SAP Cloud Platform Integration, PI edition, plus unlimited bandwidth, unlimited connections and a test tenant.

3.10 **Employee Central, Functional Use.** Employee Central, functional use, is available only for the following categories of individuals:

(a) Non-employee (includes contingent/contractors);

(b) former employees whose records continue to be maintained;

(c) individuals with a limited or temporary employee relationship during the course of a year or 12-month period;

(d) employees with read-only access to Employee Central but whose records are mastered within SAP ERP HCM or another Core HR system;

(e) employees whose records are mastered within Employee Central and the Customer does not provide those employees access to the system.

3.11 **Learning, Content Storage.**

(a) Content storage included with the Learning or Validated Learning Cloud Service includes content bandwidth and 25 Gigabytes (GBs) of eLearning content storage.

(b) Content bandwidth is calculated based on 250 Megabytes (MBs) per User peryear

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

(d) SAP will provide one SFTP Content account per Customer.

3.12 **Learning, Functional Use.** Learning or Validated Learning, functional use, is available only for the following categories of individuals:

(a) Non-employee (includes contingent/contractors);

(b) individuals with a limited or temporary employee relationship during the course of a year of 12 month period;

(c) employees and non-employees whose records are mastered within Learning and the Customer does not provide those individuals with access to the system.

(d) Users with functional use rights must be identified in the Learning or Validated Learning Cloud Service by Customer separately from other Users.

3.13 **Learning Marketplace.**

The following SAP cloud services are included in the Cloud Service as described below.

(a) **SAP Hybris Commerce Cloud standard edition.** SAP Hybris Commerce Cloud standard edition may only be used to provide e-commerce capabilities for learning content originating in the SAP HCM Cloud Learning Management System.

(b) **SAP SuccessFactors Learning.** SAP SuccessFactors Learning may only be used to originate learning content to be provided to learners via SAP Hybris Commerce Cloud standard edition.

3.14 **SAP SuccessFactors Visa and Permit Management.**

(a) The content provided with SAP SuccessFactors Visa and Permit Management may only be used in conjunction with the use of the Cloud Service and may not be used in any other context.

(b) In order to use SAP SuccessFactors Visa and Permit Management, Customer must engage partner or SAP directly, as available, to activate and enable the Cloud Service, subject to additional services fees.

Appendix 1 Package Descriptions

PRODUCT	SAP SFSF Perform & Reward package	SAP SFSF Talent Management package	SAP SFSF Advanced Learning package	SAP SFSF Enterprise basic package, SAP Cloud Platform Integration option*	SAP SFSF Enterprise package, SAP Cloud Platform Integration option*
SAP SFSF Performance & Goals	√	√		√	√
SAP SFSF Compensation	√	√		√	√
SAP SFSF Succession & Development		√	√	√	√
SAP SFSF Learning		√	√	√	√
SAP SFSF Recruiting**		√		√	√
SAP SFSF Jam Advanced		√	√	√	√
SAP SFSF Workforce Analytics				√	√
SAP SFSF Workforce Planning				√	√
SAP SFSF Employee Central, SAP CloudPlatform Integration option*				√	√
SAP SFSF Onboarding					√

*Customer may use SAP Cloud Platform Integration service to connect any SAP SuccessFactors Products included in the Enterprise Package, SAP Cloud Platform Integration option as well as Employee Central Payroll to an unlimited number of SAP cloud, on-premise or third-party solutions.

**Recruiting includes Recruiting Marketing, Recruiting Management and 0.15 Recruiting Postings per User.

Schedule B

SUPPORT POLICY FOR SAP CLOUD SERVICES

This Support Policy for SAP Cloud Services is part of an Agreement for certain SAP Cloud Services ("Agreement") between SAP and Customer.

SUPPORT AND SUCCESS PLAN SERVICES

As part of SAP's ONE Support approach, which provides a consistent support experience for Cloud Services and on-premise solutions, SAP offers the following support levels; SAP Enterprise Support, cloud editions, SAP Preferred Success and SAP Preferred Care. SAP Enterprise Support, cloud editions is included in the subscription fees for SAP Cloud Services stated in the Order Form unless alternative support terms are specified in the Supplemental Terms for the Cloud Service. SAP Preferred Success and SAP Preferred Care is offered for an additional fee, as an add-on to SAP Enterprise Support, cloud editions, for certain SAP Cloud Solutions listed under https://support.sap.com/preferredsuccessproductlist. SAP Preferred Success and SAP Preferred Care are not available, and are not provided, for any third-party cloud services purchased through SAP.

1. SCOPE OF THE SUPPORT AND SUCCESS PLAN SERVICES

Capitalized Terms are further defined in the table below. The support services are available in English language, unless stated otherwise.

1.1 Enterprise Support, cloud editions: Foundational engagement support with focus on customer interaction and issue resolution.

SAP Enterprise Support, cloud editions	
Mission Critical Support	
24x7 Mission Critical Support for P1 and P2 issues (English only)	✓
Non-Mission Critical Support for P3 and P4 issues during business hours (English only)	Monday to Friday 8 am to 6 pm (Local Time Zone), excluding local holidays
Customer Interaction Center 24x7	✓ (as stated below)
Global Support Backbone	✓
End-to-end Supportability	✓
Learning and Empowerment	
Access to remote SAP support content and services, e.g., Meet-the-Expert Sessions	✓
Release Update Information	Self-service through web and community
Collaboration	
SAP Support Advisory Services	✓
Support via web and platform for social business collaboration	✓
Support via chat during business hours in English language for non-Mission Critical Support issues	Currently available for SAP SuccessFactors, SAP Concur, SAP Ariba, SAP Business by Design, SAP Cloud for Customer and SAP S/4HANA Cloud Services
SAP Enterprise Support Reporting	✓
Innovation and Value Realization	
Proactive Checks proposed by SAP	✓
Product Roadmap Update Information	Self-service through web
Refresh of test instance	Self-service or request through web for initiating the refresh as offered and required by respective solution

1.2   SAP Preferred Success: An add-on to SAP Enterprise Support, cloud editions that includes strategic guidance, solution-specific best practices and Success Programs to help drive consumption and value realization (Representation below includes SAP Enterprise Support, cloud editions).

Mission Critical Support	
24x7 Mission Critical Support for P1 and P2 issues (English only)	24x7 prioritized issue handling
Non-Mission Critical Support for P3 and P4 issues during business hours (English only)	Monday to Friday 8 am to 6 pm (Local Time Zone), excluding local holidays
Customer Interaction Center 24x7	✓ (as stated below)
Global Support Backbone	✓
End-to-end Supportability	✓
Learning and Empowerment	
Access to remote SAP support content and services, e.g., Meet-the-Expert Sessions	Access to SAP Preferred Success specific learning content. Customer can have up to 5 Key Users access SAP Learning Hub, solution edition specific to the cloud service
Release Update Information	Solution-specific Release Update Information
Collaboration	
SAP Support Advisory Services	✓
SAP Cloud Service and process-related guidance	Access to Success Resources for full customer lifecycle from onboarding to consumption, including technical and product usage advice, best practices and operational excellence, may include in-person delivery, at SAP's discretion
Regular checkpoint	Access to Success Resources to answer questions related to critical issues, reporting and best practices, may include in-person delivery, at SAP's discretion
Support via web and platform for social business collaboration	Exclusive access to SAP Preferred Success Community
Support via chat during business hours in English language for non-Mission Critical Support issues	Currently available for SAP SuccessFactors, SAP Cloud for Customer and SAP S/4HANA Cloud Services
SAP Enterprise Support Reporting	Enhanced Success Reporting
Innovation and Value Realization	
Access to Success Programs	✓
Proactive Checks proposed by SAP	Automated or self-service Proactive Checks for the specific solution in use
Product Roadmap Update Information	Solution-specific Product Roadmap Update Information
Periodic Cloud Service Review and Planning	Access to Success Resources for checkpoints, cycle planning, challenges and consumption planning, may include in-person delivery, at SAP's discretion
Refresh of test instance	Access to SAP assistance with managing the refreshing of test instances up to two times per year, where applicable

1.3   SAP Preferred Care: An add-on to SAP Enterprise Support, cloud editions that includes strategic guidance and customer-specific best practices to help drive user adoption and value realization (Representation below includes SAP Enterprise Support, cloud editions).

Mission Critical Support	
24x7 Mission Critical Support for P1 and P2 issues (English only)	24x7 prioritized issue handling
Non-Mission Critical Support for P3 and P4 issues during business hours (English only)	Monday to Friday 8 am to 6 pm (Local Time Zone), excluding local holidays
Customer Interaction Center 24x7	✓ (as stated below)
Global Support Backbone	✓
End-to-end Supportability	✓
Learning and Empowerment	
Access to remote SAP support content and services, e.g., Meet-the-Expert Sessions	✓
Release Update Information	Customer-specific Release Update Information
Collaboration	
SAP Support Advisory Services	✓
SAP Cloud Service and process-related guidance	Access to Support Expert for technical and product usage advice, best practices and operational excellence (within customer's region)
Regular Checkpoint	Meeting with Support Expert to review critical issues, reporting and best practices
Support via web and platform for social business collaboration	✓
Support via chat during business hours in English language for non-Mission Critical Support issues	Currently available for SAP SuccessFactors, SAP Concur, SAP Ariba, SAP Business by Design and SAP S/4HANA Cloud Services
SAP Enterprise Support Reporting	✓
Innovation and Value Realization	
Proactive Checks proposed by SAP	Customer-specific Proactive Checks
Product Roadmap Update Information	Customer-specific Product Roadmap Update Information
Periodic Cloud Service Review And Planning	Meeting with Support Expert to discuss checkpoint, cycle planning, challenges and adoption plan
Refresh of test instance	Access to SAP assistance with managing the refreshing of test instances up to two times per year, where applicable.

1.4   Access to Empowerment and Innovation and Value Realization Services.
Empowerment content and session schedules are stated at the SAP Support Portal in the SAP Enterprise Support Academy section. Scheduling, availability and delivery methodology is at SAP's discretion.

Support services related to Empowerment and Innovation and Value Realization as stated above require a customer request and are provided remotely. For example, remote support services may include assisting customers in evaluating the innovation capabilities of the latest updates and technology innovation and how they may be deployed for a customer's business process requirements, or giving a customer guidance in the form of knowledge transfer sessions. Scheduling, availability and delivery methodology are at SAP's discretion.

2. CUSTOMER INTERACTION CENTER LANGUAGES

SAP Support provides initial telephone contact for Customer Contacts through the SAP one support phone number "CALL-1-SAP" (as stated at the CALL-1-SAP page: https://support.sap.com/contactus) and/or via other solution specific hotlines in the following languages: English (available 24 hours all weekdays) and, depending on local office hours and availability, in German, French, Italian, Spanish, Polish, Russian (during European office hours); Japanese, Chinese, Korean, Bahasa (during Asia/Pacific office hours); Portuguese and Spanish (during Latin America office hours). Issues which lead to a support case which is processed by specialized technical support engineers around the world or any support by a third party are in English only.

3. CONTACTING SUPPORT

Beginning on the effective date of a customer's agreement for Cloud Services, that customer may contact SAP's support organization as the primary point of contact for support services.

For contacting SAP's support organization, the current preferred contact channel for SAP Enterprise Support, cloud editions is the SAP Support Portal at https://support.sap.com, unless otherwise set forth in the table below.

SAP Cloud Service	Contact Channels
SAP Concur SAP Ariba SAP Fieldglass SAP Digital Interconnect	https://concursolutions.com https://connect.ariba.com https://www.fieldglass.com/customer-support or embedded in the application help menu https://community.sapmobileservices.com/support (integrated scenarios use SAP Support Portal)
SAP Business ByDesign SAP Cloud for Customer SAP Learning Hub	Embedded in the applicable SAP Cloud Service: • For end-users: The "Help Center", accessible from every screen, • For Key Users: The "Application & User Management Work Center".

Customers that have an assigned Support Expert may contact them directly for solution expertise support.

4. CUSTOMER RESPONSE LEVELS

SAP responds to submitted support cases (also referred to as "case", "incident", or "issue") as described in the table below.

Priority	Definition	Response Level
P1	**Very High:** An incident should be categorized with the priority "very high" if the problem has very serious consequences for normal business processes or IT processes related to core business processes. Urgent work cannot be performed.	**Initial Response:** Within one hour of case submission. **Ongoing Communication:** Unless otherwise communicated by SAP Support, once every hour. **Resolution Target:** SAP to provide for issues either a (i) resolution, or (ii) workaround or (iii) action plan within four hours.

		This is generally caused by the following circumstances: - A productive service is completely down. - The imminent system Go-Live or upgrade of a production system cannot be completed. - The customer's core business processes are seriously affected. A workaround is not available for each circumstance. The incident requires immediate processing because the malfunction may cause serious losses.	
P2	**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 SAP service 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.	**Initial Response:** Within four hours of case submission for SAP Enterprise Support, cloud edition customers and within two hours of case submission for SAP Preferred Success and SAP Preferred Care customers. **Ongoing Communication:** Unless otherwise communicated by SAP Support, once every six hours. **Resolution Target:** SAP to provide for issues either a (i) resolution, or (ii) workaround or (iii) action plan within three business days for SAP Preferred Success and SAP Preferred Care customers only.	
P3	**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 SAP service.	**Initial Response:** Within one business day of case submission for SAP Enterprise Support, cloud edition customers, and within four business hours of case being received for SAP Preferred Success and SAP Preferred Care customers. **Ongoing Communication:** Unless otherwise communicated by SAP Support, once every three business days for Non-Defect Issues and ten business days for product defect issues.	
P4	**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 SAP service that are not required daily, or are rarely used.	**Initial Response:** Within two business days of case submission for SAP Enterprise Support, cloud editions customers and within one business day of case submission for SAP Preferred Success and SAP Preferred Care customers. **Ongoing Communication:** Unless otherwise communicated by SAP Support, once every week.	

The following types of incidents are excluded from customer response levels as described above: (i) incidents regarding a release, version and/or functionalities of SAP Cloud Services developed specifically for customer (including those developed by SAP Custom Development and/or by SAP subsidiaries, or individual content services); (ii) the root cause behind the incident is not a malfunction, but missing functionality ("development request") or the incident is ascribed to a consulting request ("how-to").

5. CUSTOMER'S RESPONSIBILITIES

5.1 Customer Contact. In order to receive support hereunder, Customer will designate at least two and up to five qualified English speaking contact persons (each a "Customer Contact", "Designated Support Contact", "Authorized Support Contact", "Key User" or "Application Administrator" – system administrator roles within specific Cloud Services) who are authorized to contact or access the Customer Interaction Center, SAP Support Advisory Services and

Mission Critical Support services. The Customer Contact is responsible for managing all business-related tasks of the Cloud Service related to Customer's business, such as:

(i) Support end users and manage their incidents. This includes searching for known solutions in available documentation and liaising with SAP support in the event of new problems;

(ii) Manage background jobs and the distribution of business tasks across users (if available);

(iii) Manage and monitor connections to Customer's third-party systems (if available);

(iv) Support the adoption of the Cloud Service.

5.2   Contact Details. Customer will provide contact details (in particular, e-mail address and telephone number) through which the Customer Contact or the authorized representative of the Customer Contact can be contacted at any time. Customer will update its Customer Contacts for an SAP Cloud Service through the SAP Support Portal at https://support.sap.com or the respective contact channel mentioned in section "Contacting Support" above. Only authorized Customer Contacts may contact SAP's support organization.

5.3   Cooperation. To receive support services, Customer will reasonably cooperate with SAP to resolve support incidents, and will have adequate technical expertise and knowledge of its configuration of the SAP Cloud Services to provide relevant information to enable SAP to reproduce, troubleshoot and resolve the experienced error such as e.g. reference ID, issue examples, screenshots.

6.   CAPITALIZED TERMS

Below are further explanations of the capitalized terms used above:

Customer Interaction Center 24x7	Units within SAP's support organization that customers may contact for general support related inquiries through the described contact channels.
End-to-end Supportability	Support for incidents that occur in integrated business scenarios consisting of SAP Cloud Services and / or both SAP Cloud Services and other SAP products with a valid support agreement.
Enhanced Success Reporting	Enhanced Success Reporting means access to reports, dashboards, or other reporting components and capabilities regarding the overall engagement, full customer lifecycle, and productive use of the solution, including product consumption, technical and product usage, status of support services, and the achievements hereunder.
Global Support Backbone	SAP's knowledge database and SAP's extranet for knowledge transfer on which SAP makes available content and services to customers and partners of SAP only. The Global Support Backbone also includes the SAP Support Portal at https://support.sap.com.
Go-Live	Go-Live marks the point in time from when, after set-up of the SAP Cloud Services for a customer, the SAP Cloud Services can be used by that customer for processing real data in live operation mode and for running that customer's internal business operations in accordance with its agreement for such SAP Cloud Services.
Local Time Zone	A customer's local time zone, depending on where the customer is headquartered.
Meet-the-Expert Sessions (MTE)	Live webinars focusing on SAP Enterprise Support services and the support aspects of the latest SAP technologies. Recorded sessions are available in the replay library in the SAP Enterprise Support Academy for self-paced consumption.
Mission Critical Support	Global incident handling by SAP for issues related to support hereunder with P1 and P2, including Service Level Agreements for Initial Response, Ongoing

	Communications and Resolution Targets (as set forth in the above table for Response Levels).
Non-Defect Issue	A reported support case that does not involve a defect in the applicable SAP Cloud Service and does not require engineering / development or operations personnel to resolve.
Periodic Cloud Service Review and Planning	Periodic review of key business milestones and objectives for solutions covered under SAP Preferred Care and/or SAP Preferred Success.
SAP Preferred Success Communities	Social media-based empowerment and collaboration, aligning access to peers and SAP experts.
Proactive Checks	Support-services, providing recommendations for the specific customer situation.
Product Roadmap Update Information	Product roadmaps SAP makes generally available to customers as part of customer support. Product Roadmap Update Information is provided for informational purposes only, and SAP does not commit to providing any future products, features or functionality as described in the Product Roadmap Update Information.
Release Update Information	Generally available documented summaries, webinars and videos provided by SAP to inform and instruct customers on new product release changes.
SAP Cloud Service	Any SAP Cloud Service set forth in an applicable Order Form.
SAP Enterprise Support Academy	Content and services in several formats, supporting different learning styles and needs, from ad hoc problem solving to structured, long-term knowledge acquisition.
SAP Enterprise Support Reporting	A report or dashboard analyzing and documenting the status of support services and achievements hereunder (e.g., based on solution monitoring capabilities and support case status).
SAP Support Advisory Services	Access to experts who help customers on support-related requests and advice on the right support deliverables and assets.
Support Expert	A specific SAP customer representative (often referred to as Customer Success Manager) that is assigned to Customers as the primary contact for ongoing management, to provide support case oversight, technical guidance and mentorship, customer-specific information on release updates and guidance on adoption and usage.
Success Resources	Access to automated, guided or direct analysis, reporting, expertise, and knowledge components to drive operational excellence throughout the full customer lifecycle including onboarding, consumption, utilization and operations, as well as technical and product usage. At SAP's discretion, this may include a Support Expert.
Success Programs	A combination or integration of various Success Resources, learning content and platforms (e.g. webinars, chat sessions, etc.), and social business collaboration channels (e.g. communities) delivered in a programmatic or prescriptive approach that support successful deployment, consumption and ongoing value realization.

Schedule C

SERVICE LEVEL AGREEMENT FOR SAP CLOUD SERVICES

1. Service Level Agreement

This Service Level Agreement for SAP Cloud Services sets forth the System Availability Service Level Agreement ("**SLA**") for the productive version of the applicable SAP Cloud Services to which customer has subscribed ("**SAP Cloud Services**") in an Order Form with SAP.

This Service Level Agreement for SAP Cloud Services shall not apply to any SAP Cloud Service for which a System Availability SLA is explicitly set forth in the applicable Supplemental Terms and Conditions for such SAP Cloud Service or for which the applicability of the System Availability SLA is explicitly excluded in the Agreement.

2. Definitions

"**Downtime**" means the Total Minutes in the Month during which the productive version of the applicable SAP Cloud Service is not available, except for Excluded Downtimes.

"**Month**" means a calendar month.

"**Monthly Subscription Fees**" means the monthly (or 1/12 of the annual fee) subscription fees paid for the Cloud Service which did not meet the System Availability SLA.

"**Total Minutes in the Month**" are measured 24 hours at 7 days a week during a Month.

"**UTC**" means Coordinated Universal Time standard.

3. System Availability SLA and Credits
3.1 Claim process, Reports

Customer may claim a credit in the amount described in the table of Section 3.2 below in case of SAP's failure to meet the System Availability SLA, which credit Customer may apply to a future invoice relating to the SAP Cloud Service that did not meet the System Availability SLA.

Claims under this Service Level Agreement for SAP Cloud Services must be made in good faith and by submitting a support case within thirty (30) business days after the end of the relevant Month in which SAP did not meet the System Availability SLA.

SAP will provide to customers a monthly report describing the System Availability percentage for the applicable SAP Cloud Service either (i) by email following a customer's request to its assigned SAP account manager, (ii) through the SAP Cloud Service or (iii) through an online portal made available to customers, if and when such online portal becomes available.

3.2   System Availability
System Availability percentage is calculated as follows:

$$System\ Availability\ Percentage = \left(\frac{Total\ Minutes\ in\ the\ Month - Downtime}{Total\ Minutes\ in\ the\ Month}\right) * 100$$

System Availability SLA	99.5% System Availability percentage during each Month for productive versions
Credit	2% of Monthly Subscription Fees for each 1% below System Availability SLA, not to exceed 100% of Monthly Subscription Fees
Excluded Downtime	Total Minutes in the Month attributable to: (i) a Scheduled Downtime for which a Regular Maintenance Window is described in Section 4 below, or (ii) any other Scheduled Downtime described in Section 4 for which the customer has been notified at least five (5) business days prior to such Scheduled Downtime or (iii) unavailability caused by factors outside of SAP's reasonable control, such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised.
Scheduled Downtime	Scheduled Downtime for the applicable SAP Cloud Services to which customer has subscribed is set forth in Section 4 below entitled "Maintenance Windows for SAP Cloud Services".

4.   Maintenance Windows for SAP Cloud Services
SAP can use the following maintenance windows for Scheduled Downtimes as listed below. Time zones refer to the location of the data center where the SAP Cloud Service is hosted. SAP will provide Customer reasonable notice without undue delay of any major upgrades or emergency maintenance to the SAP Cloud Services.

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region
Concur	Europe: Winter: SAT 10 pm UTC Summer: SAT 9 pm – 1 pm UTC Americas: Winter SUN 1 am UTC Summer SUN 12 am UTC	4 hours	
Fieldglass	Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 5 times per year** (requires 5 days advance notice): Europe: Winter: FRI 9 pm – SUN 2 pm UTC Summer: FRI 8 pm – SUN 1 pm UTC Americas: Winter: SAT 5 am – SUN 9 pm Summer: SAT 4 am – SUN 8 pm UTC
SAP Agile Data Preparation	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** SAT 12 am - SAT 7 am UTC Summer SAT 1 am - SAT 8 am UTC Winter
SAP Analytics Cloud (formerly BusinessObjects Cloud or Cloud for Analytics or SAP Cloud for EPM (includes Cloud for Planning))	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year*:** APJ: SAT 3 pm – 9 pm UTC Europe: SAT 10 pm – SUN 4 am UTC Americas: SUN 4 am – 10 am UTC * These Maintenance Windows are separate from and in addition to Maintenance Windows of underlying SAP Cloud Platform.
SAP Analytics Hub	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: SAT 3 pm – 9 pm UTC Europe: SAT 10 pm – SUN 4 am UTC Americas: SUN 4 am – 10 am UTC
SAP Anywhere	Americas: WED 6 am - 10 am UTC APJ/China: THU 2 pm – 6 pm UTC	2 hours	**Up to 4 times per year** Americas: WED 6 am - 10 am UTC APJ/China: THU 2pm - 6 pm UTC
SAP Ariba Cloud Services	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 12 am UTC MENA: FRI 7 pm UTC	4 hours	**Up to 2 Times per year:** APJ: Sat 7pm – 3am UTC Europe: Sat 7pm – 3am UTC Americas: Sat 7pm – 3am UTC MENA: FRI 7pm – 3am UTC
SAP Asset Intelligence Network	APJ: SAT 3pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** Europe: SUN 1:30 am – SUN 5:30 pm UTC
SAP Asset Manager	No downtime required for maintenance		**Up to 4 times per year:** APJ: SAT 12 am – SAT 6 am UTC Europe: SAT 7 am – SAT 1 pm UTC Americas: SAT 1 pm – SAT 7 pm UTC
SAP Asset Strategy and Performance Manager	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year** Europe: FRI 3:30 am FRI 3:30 pm UTC
SAP Authentication 365, SAP LiveLink 365, SAP People Connect 365	Up to Once Every Month Americas: SUN 4 a.m. to 8 a.m. UTC	4 hours	**Up to 4 times per year:** Americas: SAT 4 am to 2:00 pm UTC
SAP Big Data Margin Assurance, cloud edition	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	1 hour	**Up to 4 times per year:** APJ: SAT 12 am – SAT 6 am UTC Europe: SAT 7 am – SAT 1 pm UTC Americas: SAT 1 pm – SAT 7 pm UTC

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region
SAP Brand Impact	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	1 hour	
SAP Browse Manager and Conversion Manager	No downtime required for maintenance		
SAP BusinessByDesign	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: APJ: FRI 10 pm - SAT 10 pm UTC Europe: SAT 5 am - SUN 5 am UTC Americas: SAT 11 am - SUN 11 am UTC
SAP BusinessOne Cloud Deployment Services, SAP BusinessOne Cloud SAP-hosted Option	Europe: MON 2 am UTC Americas: MON 8 am UTC	4 hours	Up to 4 times per year: Europe: SAT 7 am – SAT 1 pm UTC
SAP Cash Application	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	Up to 4 times per year: Europe: SAT 7 am – SAT 1 pm UTC

SAP Cloud Appliance Library	Bi-weekly (odd calendar weeks):
	APJ, Europe, Americas:
	  Winter: THU 6 am
	  Summer: THU 5 am
		1 hour	Up to 12 times per year, during a one (1) hour window made known by SAP at least one (1) week in advance.*
			
			* These Maintenance Windows are separate from and in addition to Maintenance Windows of underlying SAP Cloud Platform.

SAP Cloud for Customer	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Russia: SAT 10 pm Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: APJ: FRI 10 am - SAT 10 pm UTC Europe: SAT 5 pm - SUN 5 am UTC Russia: SAT 5 pm- SUN 5 am UTC Americas: SAT 11 pm - SUN 11 am UTC
SAP Cloud for Energy	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: Europe: FRI 3:30 am – 3:30 pm
SAP Cloud for Real Estate	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: APJ: FRI 10 pm – SAT 10 pm UTC Europe: SAT 5 am – SUN 5 am UTC Americas: SAT 11 am – SUN 11 am UTC
SAP Cloud for Travel and Expense	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: APJ: FRI 10 pm – SAT 10 pm UTC Europe: SAT 5 am – SUN 5 am UTC Americas: SAT 11 am – SUN 11 am UTC
SAP Cloud Identity Access Governance	Americas: SUN 4 am UTC	4 hours	Up to 4 times per year Americas: SAT 1 pm – SAT 7 pm UTC
SAP Cloud Peering	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	1 hour	
SAP Cloud Platform	No downtime required for maintenance		Up to 4 times per year: APJ: FRI 2 p.m. – FRI 6 p.m. UTC Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. – SAT 8 a.m. UTC
SAP Cloud Platform, ABAP environment	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: APJ: FRI 9 pm – SAT 9 pm UTC Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region
SAP Cloud Platform API Management	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	Up to 4 times per year: APJ: FRI 2 p.m. – SAT 2 p.m. UTC Europe: FRI 10 p.m. – SAT 10 p.m. UTC Americas: SAT 4 a.m. – SUN 4 a.m. UTC
SAP Cloud Platform, Cloud Foundry Environment, Infrastructure	Up to once every month: APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: APJ: FRI 2 p.m. – FRI 6 p.m. UTC Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. – SAT 8 a.m. UTC
SAP Cloud Platform Consent Repository	Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. –SAT 8 a.m. UTC
SAP Cloud Platform Credential Store	No downtime required for maintenance		Up to 4 times per year APJ: FRI 2 pm – FRI 6 pm UTC Europe: FRI 10 pm – SAT 2 am Americas: SAT 4 am – SAT 8 am UTC
SAP Cloud Platform Gamification	Bi-weekly: APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	1 hour	Up to 4 times per year: APJ: FRI 2 p.m. – FRI 6 p.m. UTC Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. – SAT 8 a.m. UTC
SAP Cloud Platform Integration	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	Up to 4 times per year: APJ: FRI 2 p.m. – SAT 2 a.m. UTC Europe: FRI 10 p.m. – SAT 10 a.m. UTC Americas: SAT 4 a.m. – SAT 4 p.m. UTC
SAP Cloud Platform Job Scheduler	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: APJ: FRI 2 p.m. – FRI 6 p.m. UTC Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. – SAT 8 a.m. UTC
SAP Cloud Platform Master Data for Business Partners	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year
SAP Cloud Platform Mobile Service for app and device management SAP Cloud Platform Mobile Service for SAP Fiori	Bi-weekly (odd calendar weeks): APJ, Europe, Americas: SAT 10 pm UTC	4 hours	Up to 4 times per year: APJ: FRI 2 p.m. – FRI 6 p.m. UTC Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. – SAT 8 a.m. UTC
SAP Cloud Platform Personal Data Manager	Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. –SAT 8 a.m. UTC
SAP Cloud Platform SAP HANA service, enterprise edition SAP Cloud Platform SAP HANA service, standard edition	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year for 8 hours: APJ: FRI 9 pm – SAT 5 am UTC Europe: SAT 4 am – SAT 12 pm UTC Americas: SAT 10 am – SAT 6 pm UTC
SAP Cloud Platform Transport Management	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC		
SAP Cloud Platform Virtual Machine	Up to once every month: APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: APJ: FRI 2 p.m. – FRI 6 p.m. UTC Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. – SAT 8 a.m. UTC
SAP Commerce Cloud	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: APJ: SAT 3 pm – SAT 11 pm UTC Europe: SAT 10 pm – SUN 6 am UTC Americas: SUN 4 am – SUN 12 pm UTC

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region
SAP Commerce Cloud, context-driven services	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: APJ: FRI 9 pm – SAT 9 pm Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC
SAP Connected Agriculture	Up to once every month: APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: APJ: SAT 12 am – SAT 6 am UTC Europe: SAT 7 am – SAT 1 pm UTC Americas: SAT 1 pm – SAT 7 pm UTC

SAP Connected Goods	APJ: SAT 3pm UTC
	Europe: SAT 10 pm UTC
	Americas: SUN 4 am UTC
		2 hours	Up to 4 times per year:
			APJ: FRI 2 pm – SUN 7 pm UTC
			Europe
			  Winter: FRI 9 pm – MON 2 am UTC
			  Summer: FRI 8 pm – MON 1 am UTC
			Americas:
			  Winter: SAT 3 am – MON 8 am UTC
			  Summer: SAT 2 am – MON 7 am UTC

SAP Connected Parking	No Downtime required for maintenance		Up to 4 times per year: Europe: SAT 9 pm – MON 5 am UTC Americas: SUN 3am- MON 11 am UTC
SAP Consumer Insight 365	Up to Once Every Month APJ: SAT 3 pm to 7 pm UTC	4 hours	Up to 4 times per year: APJ: SAT 3 pm – Sun 1 am UTC
SAP Consumer Sales Intelligence	Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: Europe: MON 10 pm – TUE 4 am Americas: TUE 10 pm – WED 4 am
SAP Contact Center, Cloud Edition	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: APJ: FRI 2 pm - SUN 7 pm UTC Europe: FRI 9 pm - MON 2 am UTC Americas: SAT 3 am - MON 8 am UTC
SAP Conversational AI	Europe: SAT 10 pm UTC	4 hours	Up to 4 times per year: SAT 4am to SUN 4am UTC
SAP CoPilot	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	
SAP Customer Attribution	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	Up to 4 times per year: Americas: SAT 1pm - SUN 1pm UTC Europe: SAT 7am - SUN 7am UTC
SAP Customer Engagement Center	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: APJ: FRI 3 pm - SUN 7 pm UTC Europe: FRI 10 pm - MON 2 am UTC Americas: SAT 4 am - MON 8 am UTC
SAP Data Custodian	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC
SAP Data Privacy Governance	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	5 hours	Up to 4 times per year
SAP Data Quality Management	Europe: SAT 10 pm UTC	1 hour	
SAP Digital Manufacturing Cloud	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year Europe: FRI 3 pm - MON 1 am UTC Americas: SAT 9 pm - MON 7 am UTC
SAP Digital Payments	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	Up to 4 times per year: SAT 7 am to SUN 1 pm UTC

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region
SAP Distributed Manufacturing	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** Europe: FRI 3:30 am – FRI 3:30 pm UTC
SAP Document Compliance	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 2 pm – SAT 2 a.m. UTC Europe: FRI 10 pm – SAT 10 am UTC Americas: SAT 4 am – SAT 4 pm UTC
SAP Edge Services	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** Friday 10:00 pm to Monday 3:00 am UTC
SAP Enable Now	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: THU 8 am - THU 10 pm UTC Europe: THU 3 pm - FRI 5 am UTC Americas: THU 9 pm – FRI 11 am UTC
SAP Enterprise Architecture Designer, cloud edition	Europe: SAT 10 pm UTC	4 hours	**Up to 4 times per year:** Europe: SAT 8 am – 8 pm UTC
SAP Enterprise Chatbot	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: SAT 3 pm – SUN 3 pm UTC Europe: SAT: 10 pm – SUN 10 pm UTC Americas: SUN 4 am – MON 4 am UTC Max downtime 24 hours. Every second Saturday of March, June, September, December.
SAP Enterprise Messaging	No Downtime required for maintenance		**Up to 4 times per year:** APJ: FRI 2 p.m. – FRI 6 p.m. UTC Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. – SAT 8 a.m. UTC
SAP Entitlement Management	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 9 pm – SAT 9 pm UTC Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC

SAP Event Ticketing, Event Ticketing Pro	Europe:
	  MON 12 am &
	  WED 2 am UTC
	
	Americas:
	  MON 5 am &
	  WED 5 am UTC
		5 hours
		1 hour
		
		5 hours
		1 hour	

SAP Exchange Media	No downtime required for maintenance		**Up to 4 times per year** APJ: SAT 12 am – SAP 6 am UTC Europe: SAT 7 am – SAT 1 pm UTC Americas: SAT 1 pm – SAT 7 pm UTC
SAP Field Service Management SAP Crowd Service	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year.**
SAP Financial Statements Insights	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	3 hours	**Up to 4 times per year:** APJ: SAT 7 am – SAT 1 pm UTC Europe: SAT 7 am – SAT 1 pm UTC Americas: SAT 7 am – SAT 1 pm UTC
SAP Fiori Cloud	No downtime required for maintenance		**Up to 4 times per year:** APJ: FRI 2 pm – FRI 6 pm UTC Europe: FRI 10 pm – SAT 2 am UTC Americas: SAT 4 am – SAT 8 am UTC
SAP Global Track and Trace	No downtime required for maintenance		**Odd Numbered Weeks** 5 am to 7 am UTC

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region
SAP Health Engagement	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** Europe: FRI 4 am – FRI 10 am UTC Americas: SAT 5 am – SAT 11 am UTC
SAP Identity **SAP Consent** **SAP Profile**	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	
SAP Innovation Management	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** APJ: FRI 2 pm - MON 6 am UTC Europe: FRI 9 pm - MON 2 pm UTC Americas: SAT 3 am - MON 8 pm UTC
SAP Integrated Business Planning	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC MENA: FRI 7 pm UTC	4 hours	**Up to 4 times per year:** APJ: FRI 9 pm - SAT 9 pm UTC Europe: SAT 4 am - SUN 4 am UTC Americas: SAT 10 am - SUN 10 am UTC MENA: FRI 1 am – SAT 1 am UTC
SAP Intelligent Notification 365	SAT 3 pm UTC	4 hours	
SAP Intelligent Robotic Process Automation	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 9 pm – SAT 9 pm UTC Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC

SAP IoT Application Enablement	Bi-Weekly (odd calendar weeks):
	APJ: SUN 8:30 pm UTC
	Europe:
	  Winter: MON 3:30 am UTC
	  Summer MON 2:30 am UTC
	Americas:
	  Winter: MON 9:30 am UTC
	  Summer: MON 8:30 am UTC
		2 hours	**Up to 4 times per year:**
			APJ: SAT 12 am – SAT 12 pm UTC
			Europe:
			  Winter: SAT 7 am – SAT 7 pm UTC
			  Summer: SAT 6 am – SAT 6 pm UTC
			Americas:
			  Winter: SAT 3 am – SAT 3 pm UTC
			  Summer: SAT 2 am – SAT 2 pm UTC

SAP IoT Connect 365	Up to once every month: SAT 10 pm UTC	4 hours	**Up to 4 times per year:** SAT 7 am – SAT 1 pm UTC
SAP Jam Collaboration, **SAP Jam Communities**	APJ: FRI & SAT 3 pm UTC Europe: FRI & SAT 10 pm UTC (DCs hosted out of Amsterdam DC2 & St Leon Rot DC12 utilize FRI only to accommodate MENA customers) Americas: SAT and SUN 4 am UTC MENA: FRI 7 pm UTC	7 hours	
SAP Knowledge Workspace	Europe: SAT 10 pm UTC	1 hour	**Up to 8 times per year**
SAP Learning Hub	APJ: FRI and SAT 3 pm UTC Europe: FRI and SAT 10 pm UTC (DCs hosted out of Amsterdam DC2 & St Leon Rot DC12 utilize FRI only to accommodate MENA customers) Americas: SAT and SUN 4 am UTC MENA: FRI 7 pm UTC	7 hours	
SAP Leonardo IoT	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year.** Last SAT/SUN of each quarter. 4 hours. APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region

SAP Leonardo IoT Bridge	APJ: SAT 3 pm UTC
	Europe: SAT 10 pm UTC
	Americas: SUN 4 am UTC
		4 hours	**Up to 4 times per year**
			APJ: FRI 2 pm – SUN 7 pm UTC
			Europe:
			   Winter: FRI 9 pm – MON 2 am UTC
			   Summer: FRI 8 pm – MON 1 am UTC
			Americas:
			   Winter: SAT 3 am – MON 8 am UTC
			   Summer: SAT 2 am – MON 7 am

SAP Leonardo machine learning foundation	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 10 pm – SAT 10 pm UTC Europe: SAT 5 am – SUN 5 am UTC Americas: SAT 11 am – SUN 11 am UTC
SAP Live Customer Cloud	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year*:** APJ: SAT 3 pm – 9 pm UTC Europe: SAT 10 pm – SUN 4 am UTC Americas: SUN 4 am – 10 am UTC *These Maintenance Windows are separate from and in addition to Maintenance Windows of underlying SAP Cloud Platform.
SAP Localization Hub, advanced compliance reporting service	Europe: SAT 2 am UTC	2 hours	**Up to 12 times a year** Four (4) hours window made known by SAP at least one (1) week in advance.* * These Maintenance Windows are separate from and in addition to Maintenance Windows of underlying SAP Cloud Platform
SAP Localization Hub, electronic invoicing for Brazil (nota fiscal electronica)	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** Americas: SAT 3 am UTC Europe: SUN 3 am UTC
SAP Localization Hub, tax service	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:**
SAP Logistics Business Network	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 9 pm – SAT 9 pm UTC Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC
SAP Loyalty	Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year**
SAP Marketing Cloud	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC MENA: FRI 7 pm UTC	4 hours	**Up to 4 times per year:** APJ: FRI 9 pm – SAT 9 pm UTC Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC MENA FRI 1 am – SAT 1 am UTC
SAP Market Communication for Utilities	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 2 pm – SAT 2 am UTC Europe: FRI 10 pm – SAT 10 am UTC Americas: SAT 4 am – SAT 4 pm UTC
SAP Market Rates Management	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 10 times per year**
SAP Merchandising	No downtime required for maintenance		
SAP Multi-Bank Connectivity	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** APJ: FRI 2 pm - SUN 7 pm UTC Europe: FRI 9 pm - MON 2 am UTC Americas: SAT 3 am - MON 8 am UTC

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region

SAP Network Logistics Hub (formerly SAP Connected Logistics)	APJ: SAT 3 pm UTC
	Europe: SAT 10 pm UTC
	Americas: SUN 4 am UTC
		2 hours	**Up to 4 times per year:**
			APJ, Europe, Americas:
			  Winter (any weekday):
			    3:30 am – 7:30 am UTC
			  Summer (any weekday):
			    2:30 am – 6:30 am UTC

SAP Predictive Engineering Insights	APJ, Europe, Americas
	Winter: FRI 3 pm UTC
	Summer: FRI 2 pm UTC
		2 hours	**Up to 8 times per year:**
			APJ, Europe, Americas:
			  Winter: FRI 3 pm – MON 7 am UTC
			  Summer: FRI 2 pm – MON 6 am UTC

SAP Predictive Maintenance and Service, Cloud Edition	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** Europe: SUN 3:30 am – SUN 3:30 pm UTC
SAP Product Configuration add on for SAP Commerce **SAP Product Configuration Intelligence** **SAP Product Configuration**	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: SAT 3 pm – SAT 11 pm UTC Europe: SAT 10 pm –SUN 6 am UTC Americas: SUN 4 am –SUN 12 pm UTC
SAP Product Configuration as part of SAP CPQ, edition for variant configuration	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: SAT 3 pm – SAT 11 pm UTC Europe: SAT 10 pm –SUN 6 am UTC Americas: SUN 4 am –SUN 12 pm UTC
SAP Product Content Hub	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 9 pm – SAT 9 pm UTC Europe: SAT 4 am to SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC
SAP Product Stewardship Network	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: TUE 4 am – TUE 11 am UTC Europe: TUE 4 am – TUE 11 am UTC Americas: TUE 4 am – TUE 11 am UTC
SAP RealSpend	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	3 hours	**Up to 4 times per year:** APJ: SAT 7 am – SAT 1 pm UTC Europe: SAT 7 am – SAT 1 pm UTC Americas: SAT 7 am – SAT 1 pm UTC
SAP Resolve	Every third week: APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** APJ: SAT 3 am – MON 8 am UTC Europe: SAT 3 am – MON 8 am UTC Americas: SAT 3 am – MON 8 am UTC
SAP Roambi	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** APJ: SAT 3 pm – 9 pm UTC Europe: SAT 10 pm – SUN 4 am UTC Americas: SUN 4 am – 10 am UTC
S/4HANA Cloud Edition	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC MENA: FRI 7 pm UTC	4 hours	**Up to 4 times per year:** APJ: FRI 9 pm – SAT 9 pm UTC Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC MENA: FRI 1 am – SAT 1 am UTC
S/4HANA Cloud for intelligent product design	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year** SAT 8 am -8 pm based on local data center time zone.
S/4HANA Cloud, single tenant edition	Agreed with customer on request		**Up to 2 times per year.** Determined together with customer.

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region
S/4HANA Finance Cloud for credit integration	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	1 hour	**Up to 4 times per year:** APJ: SAT 12 am - SAT 6 am UTC Europe: SAT 7 am – SAT 1 pm UTC Americas: SAT 1 pm – SAT 7 pm UTC
S/4HANA Finance Cloud for customer payments	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	1 hour	**Up to 4 times per year:** APJ: SAT 12 am - SAT 6 am UTC Europe: SAT 7 pm – SAT 1 pm UTC Americas: SAT 1 pm – SAT 7 pm UTC
SAP Sales and SAP Service	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 10 pm - SAT 10 pm UTC Europe: SAT 5 am - SUN 5 am UTC Americas: SAT 11 am - SUN 11 am UTC
SAP Search and Discovery	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 8 times per year** Europe: FRI 3:30 am - FRI 3:30 pm UTC
SAP Service Ticket Intelligence	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	1 hours	**Up to 4 times per year:** Europe – WED 2 am-4 am UTC Americas: WED 6 am – 8 am UTC
SAP SMS 365, enterprise service	Up to Once every month: All regions: SAT: 6 pm to 10 pm UTC	4 hours	
SAP SportsOne	Bi-Weekly: APJ: MON 10 pm UTC Europe: TUE 5 am UTC Americas: TUE 11 am UTC & APJ: WED 10 pm UTC Europe: THU 5 am UTC Americas: THU 11 am UTC	2 hours 1 hour	**Once per year, 8 hours**
SAP Subscription Billing	Americas: SUN 4 am UTC Europe: 10 pm UTC	4 hours	**Up to 4 times per year** Americas: SUN 4 am - SUN 12 pm UTC Europe: SAT 10 pm – SUN 6 am UTC
SAP SuccessFactors HCM Suite (except Employee Central Payroll)	APJ: FRI and SAT 3 pm UTC Europe: FRI and SAT 10 pm UTC (DCs hosted out of Amsterdam DC2 & St Leon Rot DC12 utilize FRI only to accommodate MENA customers) Americas: SAT and SUN 4 am UTC MENA: FRI 7 pm UTC	7 hours	
SAP SuccessFactors Employee Central Payroll	APJ: SAT 3 pm UTC Europe: FRI 10 pm UTC Americas: SUN 4 am UTC MENA: FRI 7 pm UTC	4 hours	
SAP Supply Base Optimization	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: SAT 12 am - SAT 6 am UTC Europe: SAT 7 pm – SAT 1 pm UTC Americas: SAT 1 pm – SAT 7 pm UTC
SAP Translation Hub	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 12 times per year:** During a 4 hour window made known by SAP at least 1 week in advance.* * These Maintenance Windows are separate from and in addition to Maintenance Windows of underlying SAP Cloud Platform

SAP TwoGo	No downtime required for maintenance		**Up to 12 times per year:**
			Europe:
			  Winter: FRI 9 pm to MON 2 am UTC
			  Summer: FRI 8 pm to MON 1 am UTC

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region
SAP Vehicle Insights	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: Winter: SAT 11 am- 11 pm UTC Summer: SAT 10 am- 10 pm UTC Europe: Winter: SAT 7 am- 7 pm UTC Summer: SAT 6 am- 6 pm UTC Americas: Winter: SAT 1 pm- SUN 1 am UTC Summer: SAT 12 pm- SUN 12 am UTC
SAP Vehicles Network	No downtime required for maintenance		**Up to 4 times per year:** APJ: SAT 2 pm- SUN 10 pm UTC Europe: Winter: SAT 9 pm- MON 5 am UTC Summer: SAT 8 pm- MON 4 am UTC Americas: Winter: SUN 3 am- MON 11 am UTC Summer: SUN 2 am- MON 10 am UTC
SAP Watch List Screening	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** FRI 7 am to 10 pm
SAP Work Life	Europe: 10 pm UTC	1 hour	**Up to 8 times per year**
SAP Work Manager, Cloud Edition	No downtime required for maintenance		**Up to 12 times per year:** Europe: THU 6 pm – THU 8 pm UTC

VENDOR BRANDED CLOUD SERVICES	Regular Maintenance Start Time in UTC per region	Duration	Comments & Major Upgrades Timeframe in UTC per region
Ruum by SAP	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	1 Hour	**Up to 3 times per year**
SAP Account Reconciliation & Automation by Blackline **SAP Account Reconciliation & Automation by BlackLine, premier edition** **SAP Intercompany Financial Hub by Blackline**	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC There is no scheduled standard downtime for the BlackLine solution, per the VBR: "Scheduled Downtime" means a timeslot not to exceed 1 hour per month to run maintenance and update services on the Provider Service. Provider shall have the option to file a written request to SAP for Scheduled Downtime and both Parties shall jointly agree on such at 10 days prior the requested Scheduled Downtime date. SAP shall not unreasonably withhold agreement to Provider's request for Scheduled Downtime."	1 hour	**Up to 12 times per year:** On request to SAP
SAP Archiving and Document Access by OpenText, cloud edition	**APJ:** SAT 7 am – 12 pm & WED 10 am - 1 pm UTC **Europe:** Frankfurt FRI 7 pm to 12 pm UTC & WED 10 pm to THU 1 am UTC Amstelveen FRI 7 pm to 12 pm UTC & WED 10 pm to THU 1 am UTC & SUN 3 pm to 5 pm UTC **Americas:** Toronto SAT 1 am to 6 am UTC & TUE 8 pm to 11 pm UTC Ashburn SAT 2 am to 6 am UTC Austin SAT 1 am to 6 am & TUE 8 pm to 11 pm UTC Lithia Springs SAT 1 am to 6 am UTC & TUE 8 pm to 11 pm UTC & SUN 2 am to 6 am UTC		

SAP Assessment Management by Questionmark	Europe: SAT 9 am UTC
	Americas:
	  Winter: SAT 10 am UTC
	  Summer: SAT 9 am UTC
		12 hours	Regular Maintenance windows on a third Saturday of each month

SAP Commerce Marketplace Management by Mirakl	0:00 am to 8:00 am UTC upon written request from the partner and mutual agreement.	4 hours	Upon written request from partner and agreement.

VENDOR BRANDED CLOUD SERVICES	Regular Maintenance Start Time in UTC per region	Duration	Comments & Major Upgrades Timeframe in UTC per region

SAP Communication Center by Ancile	(1) APJ: MON 6 pm & WED 6 pm UTC
	   Europe:
	     Winter: TUE 1 am & THU 1 am UTC;
	     Summer: TUE 12 am & THU 12 am UTC
	   Americas:
	     Winter: TUE 7 am & THU 7 am UTC;
	     Summer: TUE 6 am & THU 6 am UTC
	(2) APJ: FRI 6 pm UTC
	   Europe:
	     Winter: SAT 1 am UTC
	     Summer: SAT 12 am UTC
	   Americas:
	     Winter: SAT 7 am UTC;
	     Summer: SAT 6 am UTC
		2 hours
		
		4 hours
			Customer may select from any one of the maintenance window options (1) or (2)

SAP Data Visualization by Zoomdata	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** 11 pm Monday -3 am Tuesday Region Local Time

SAP Digital Asset Management Cloud by OpenText	**Europe:** SAT 7:00 pm UTC
	     SUN 3:00 pm UTC
	
	Americas: SAT 1:00 am UTC
	     SUN 2:00 am UTC
		5 hours
		2 hours
		
		5 hours
		4 hours
			Up to 52 times per year

SAP Energy Self-Service Accelerator for Utilities by SEW, cloud edition Supplement	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	None listed in Solex agreement
SAP Extended Enterprise Content Management by OpenText, cloud edition	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 12 times per year:** Europe: FRI 9:00 a.m. to 1:00 p.m. UTC+1 Americas: FRI 3:00 a.m. to 7:00 a.m. UTC–5 APJ: FRI 4:00 p.m. to 8:00 p.m. UTC+8
SAP Extended Enterprise Content Management by OpenText, add-on for Microsoft Office 365	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 1 time per year:**

VENDOR BRANDED CLOUD SERVICES	Regular Maintenance Start Time in UTC per region	Duration	Comments & Major Upgrades Timeframe in UTC per region

SAP Knowledge Central by Mindtouch	(1) APJ: MON 6 pm & WED 6 pm UTC
	Europe:
	  Winter: TUE 1 am & THU 1 am UTC
	  Summer: TUE 12 am & THU 12 am UTC
	Americas:
	  Winter: TUE 7 am & THU 7 am UTC
	  Summer: TUE 6 am & THU 6 am UTC
	(2) APJ: FRI 6 pm UTC
	Europe:
	  Winter: SAT 1 am UTC
	  Summer: SAT 12 am UTC
	Americas:
	  Winter: SAT 7 am UTC
	  Summer: SAT 6 am UTC
		2 hours
		
		4 hours
			Customer may select from any one of the maintenance window options (1) or (2)
			
			Up to 4 times per year:
			APJ: FRI 2 pm - SAT 2 pm UTC
			Europe:
			  Winter: FRI 9 pm - SAT 9 pm UTC
			  Summer: FRI 8 pm - SAT 8 pm UTC
			Americas:
			  Winter: SAT 3 am - SUN 3 am UTC
			  Summer: SAT 2 am - SUN 2 am UTC

SAP Productivity Pak by Ancile	APJ: SAT 1 pm UTC
	Europe:
	  Winter: SAT 8 pm UTC
	  Summer: SAT 7 pm UTC
	Americas:
	  Winter: SUN 2 am UTC
	  Summer: SUN 1 am UTC
		6 hours	**Up to 4 times per year:**
			APJ: SAT 1 pm – SAT 7 pm UTC
			Europe:
			  Winter: SAT 8 pm – SUN 2 am UTC
			  Summer: SAT 7 pm – SUN 1 am UTC
			Americas:
			  Winter: SUN 2 am – SUN 8 am UTC
			  Summer: SUN 1 am – SUN 7 am UTC

SAP S/4HANA Cloud Invoice Processing by OpenText	Europe:
	  8 pm Friday to 1 am Saturday UTC,
	  4 pm Sunday to 6 pm Sunday UTC
	  (this window may be used a maximum of 4 times per year)
	Americas:
	  3 pm Friday to 8 pm Saturday UTC
	  4 pm Saturday to 8 pm Sunday UTC
		2 hours	

SAP Scheduling and Resource Management by ClickSoftware	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 2 times per year** 30 June, 31 December
SAP Signature Management by DocuSign			To the extent maintenance must be performed on the SAP Cloud Service, SAP shall use maintenance windows for planned downtimes applicable to the SAP cloud solution associated with use of the SAP CloudService.

SAP SuccessFactors Document Management by OpenText	Europe: SAT 19:00 UTC
	        SUN 15:00 UTC
	
	Americas: SAT 1:00 UTC
	          SUN 2:00 UTC
		5 hours
		2 hours
		
		5 hours
		4 hours
			Up to 52 times per year

SAP Time and Attendance Management by Workforce Software
SAP Workforce Forecasting and Scheduling by WorkForce Software
	APJ: SAT 1 pm UTC
	Europe:
	  Winter: SAT 8 pm UTC
	  Summer: SAT 7 pm UTC
	Americas:
	  Winter: SUN 2 am UTC
	  Summer: SAT 1 am UTC
		4 hours	

VENDOR BRANDED CLOUD SERVICES	Regular Maintenance Start Time in UTC per region	Duration	Comments & Major Upgrades Timeframe in UTC per region
SAP Time Management by Kronos	APJ: FRI 2 pm – 4 pm UTC Europe: FRI 11 pm – SAT 3 am UTC Americas: FRI 7 pm – 11 pm UTC	4 hours	**Up to 4 times per year.**
SAP Trade Repository Reporting by Virtusa	APJ, Europe, Americas: Winter: weekdays 7 pm UTC Summer: weekday 6 pm UTC & Every fourth MON of every month APJ, Europe, Americas: Winter: 11 pm UTC Summer: 10 pm UTC	2 hours 4 hours	APJ, Europe, Americas: Winter: SAT 5 am – SUN 8 pm UTC Summer: SAT 4 am – SUN 7 pm UTC
SAP U.S. Benefits Management by Benefitfocus	Americas: Winter: SAT 4 am UTC Summer: SAT 3 am UTC	8 hours	
SAP User Experience Management by Knoa	Europe: WED 9 pm UTC Americas: SAT 10 am UTC THU 3 am UTC	2 hours 12 hours 2 hours	

Schedule D

PERSONAL DATA PROCESSING AGREEMENT FOR SAP CLOUD SERVICES

1. BACKGROUND

1.1 Purpose and Application. This document ("**DPA**") is incorporated into the Agreement and forms part of a written (including in electronic form) contract between SAP and Customer. This DPA applies to Personal Data processed by SAP and its Subprocessors in connection with its provision of the Cloud Service. This DPA does not apply to non-production environments of the Cloud Service if such environments are made available by SAP, and Customer shall not store Personal Data in such environments.

1.2 Structure. Appendices 1 and 2 are incorporated into and form part of this DPA. They set out the agreed subject-matter, the nature and purpose of the processing, the type of Personal Data, categories of data subjects and the applicable technical and organizational measures.

1.3 GDPR. SAP and Customer agree that it is each party's responsibility to review and adopt requirements imposed on Controllers and Processors by the General Data Protection Regulation 2016/679 ("**GDPR**"), in particular with regards to Articles 28 and 32 to 36 of the GDPR, if and to the extent applicable to Personal Data of Customer/Controllers that is processed under the DPA. For illustration purposes, Appendix 3 lists the relevant GDPR requirements and the corresponding sections in this DPA.

1.4 Governance. SAP acts as a Processor and Customer and those entities that it permits to use the Cloud Service act as Controllers under the DPA. Customer acts as a single point of contact and is solely responsible for obtaining any relevant authorizations, consents and permissions for the processing of Personal Data in accordance with this DPA, including, where applicable approval by Controllers to use SAP as a Processor. Where authorizations, consent, instructions or permissions are provided by Customer these are provided not only on behalf of the Customer but also on behalf of any other Controller using the Cloud Service. Where SAP informs or gives notice to Customer, such information or notice is deemed received by those Controllers permitted by Customer to use the Cloud Service and it is Customer's responsibility to forward such information and notices to the relevant Controllers.

2. SECURITY OF PROCESSING

2.1 Appropriate Technical and Organizational Measures. SAP has implemented and will apply the technical and organizational measures set forth in <u>Appendix 2</u>. Customer has reviewed such measures and agrees that as to the Cloud Service selected by Customer in the Order Form the measures are appropriate taking into account the state of the art, the costs of implementation, nature, scope, context and purposes of the processing of Personal Data.

2.2 Changes. SAP applies the technical and organizational measures set forth in Appendix 2 to SAP's entire customer base hosted out of the same Data Center and receiving the same Cloud Service. SAP may change the measures set out in Appendix 2 at any time without notice so long as it maintains a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without diminishing the security level protecting Personal Data.

3. SAP OBLIGATIONS

3.1 Instructions from Customer. SAP will process Personal Data only in accordance with documented instructions from Customer. The Agreement (including this DPA) constitutes such documented initial instructions and each use of the Cloud Service then constitutes further instructions. SAP will use reasonable efforts to follow any other Customer instructions, as long as they are required by Data Protection Law, technically feasible and do not require changes to the Cloud Service. If any of the before-mentioned exceptions apply, or SAP otherwise cannot comply

with an instruction or is of the opinion that an instruction infringes Data Protection Law, SAP will immediately notify Customer (email permitted).

3.2 **Processing on Legal Requirement.** SAP may also process Personal Data where required to do so by applicable law. In such a case, SAP shall inform Customer of that legal requirement before processing unless that law prohibits such information on important grounds of public interest.

3.3 **Personnel.** To process Personal Data, SAP and its Subprocessors shall only grant access to authorized personnel who have committed themselves to confidentiality. SAP and its Subprocessors will regularly train personnel having access to Personal Data in applicable data security and data privacy measures.

3.4 **Cooperation.** At Customer's request, SAP will reasonably cooperate with Customer and Controllers in dealing with requests from Data Subjects or regulatory authorities regarding SAP's processing of Personal Data or any Personal Data Breach. SAP shall notify the Customer as soon as reasonably practical about any request it has received from a Data Subject in relation to the Personal Data processing, without itself responding to such request without Customer's further instructions, if applicable. SAP shall provide functionality that supports Customer's ability to correct or remove Personal Data from the Cloud Service, or restrict its processing in line with Data Protection Law. Where such functionality is not provided, SAP will correct or remove any Personal Data, or restrict its processing, in accordance with the Customer's instruction and Data Protection Law.

3.5 **Personal Data Breach Notification.** SAP will notify Customer without undue delay after becoming aware of any Personal Data Breach and provide reasonable information in its possession to assist Customer to meet Customer's obligations to report a Personal Data Breach as required under Data Protection Law. SAP may provide such information in phases as it becomes available. Such notification shall not be interpreted or construed as an admission of fault or liability by SAP.

3.6 **Data Protection Impact Assessment.** If, pursuant to Data Protection Law, Customer (or its Controllers) are required to perform a data protection impact assessment or prior consultation with a regulator, at Customer's request, SAP will provide such documents as are generally available for the Cloud Service (for example, this DPA, the Agreement, audit reports or certifications). Any additional assistance shall be mutually agreed between the Parties.

4. **DATA EXPORT AND DELETION**

4.1 **Export and Retrieval by Customer.** During the Subscription Term and subject to the Agreement, Customer can access its Personal Data at any time. Customer may export and retrieve its Personal Data in a standard format. Export and retrieval may be subject to technical limitations, in which case SAP and Customer will find a reasonable method to allow Customer access to Personal Data.

4.2 **Deletion.** Before the Subscription Term expires, Customer may use SAP's self-service export tools (as available) to perform a final export of Personal Data from the Cloud Service (which shall constitute a "return" of Personal Data). At the end of the Subscription Term, Customer hereby instructs SAP to delete the Personal Data remaining on servers hosting the Cloud Service within a reasonable time period in line with Data Protection Law (not to exceed six months) unless applicable law requires retention.

5. **CERTIFICATIONS AND AUDITS**

5.1 **Customer Audit.** Customer or its independent third party auditor reasonably acceptable to SAP (which shall not include any third party auditors who are either a competitor of SAP or not suitably qualified or independent) may audit SAP's control environment and security practices relevant to Personal Data processed by SAP only if:

(a) SAP has not provided sufficient evidence of its compliance with the technical and organizational measures that protect the production systems of the Cloud Service through providing either: (i) a certification as to compliance with ISO 27001 or other standards

(scope as defined in the certificate); or (ii) a valid ISAE3402 and/or ISAE3000 or other SOC1-3 attestation report. Upon Customer's request audit reports or ISO certifications are available through the third party auditor or SAP;

(b) A Personal Data Breach has occurred;

(c) An audit is formally requested by Customer's data protection authority; or

(d) Mandatory Data Protection Law provides Customer with a direct audit right and provided that Customer shall only audit once in any twelve month period unless mandatory Data Protection Law requires more frequent audits.

5.2 **Other Controller Audit.** Any other Controller may audit SAP's control environment and security practices relevant to Personal Data processed by SAP in line with Section 5.1 only if any of the cases set out in Section 5.1 applies to such other Controller. Such audit must be undertaken through and by Customer as set out in Section 5.1 unless the audit must be undertaken by the other Controller itself under Data Protection Law. If several Controllers whose Personal Data is processed by SAP on the basis of the Agreement require an audit, Customer shall use all reasonable means to combine the audits and to avoid multiple audits.

5.3 **Scope of Audit.** Customer shall provide at least sixty days advance notice of any audit unless mandatory Data Protection Law or a competent data protection authority requires shorter notice. The frequency and scope of any audits shall be mutually agreed between the parties acting reasonably and in good faith. Customer audits shall be limited in time to a maximum of three business days. Beyond such restrictions, the parties will use current certifications or other audit reports to avoid or minimize repetitive audits. Customer shall provide the results of any audit to SAP.

5.4 **Cost of Audits.** Customer shall bear the costs of any audit unless such audit reveals a material breach by SAP of this DPA, then SAP shall bear its own expenses of an audit. If an audit determines that SAP has breached its obligations under the DPA, SAP will promptly remedy the breach at its own cost.

6. SUBPROCESSORS

6.1 **Permitted Use.** SAP is granted a general authorization to subcontract the processing of Personal Data to Subprocessors, provided that:

(a) SAP or SAP SE on its behalf shall engage Subprocessors under a written (including in electronic form) contract consistent with the terms of this DPA in relation to the Subprocessor's processing of Personal Data. SAP shall be liable for any breaches by the Subprocessor in accordance with the terms of this Agreement;

(b) SAP will evaluate the security, privacy and confidentiality practices of a Subprocessor prior to selection to establish that it is capable of providing the level of protection of Personal Data required by this DPA; and

(c) SAP's list of Subprocessors in place on the effective date of the Agreement is published by SAP or SAP will make it available to Customer upon request, including the name, address and role of each Subprocessor SAP uses to provide the Cloud Service.

6.2 **New Subprocessors.** SAP's use of Subprocessors is at its discretion, provided that:

(a) SAP will inform Customer in advance (by email or by posting on the support portal available through SAP Support) of any intended additions or replacements to the list of Subprocessors including name, address and role of the new Subprocessor; and

(b) Customer may object to such changes as set out in Section 6.3.

6.3 **Objections to New Subprocessors.**

(a) If Customer has a legitimate reason under Data Protection Law to object to the new Subprocessors' processing of Personal Data, Customer may terminate the Agreement (limited to the Cloud Service for which the new Subprocessor is intended to be used) on written notice to SAP. Such termination shall take effect at the time determined by the Customer which shall be no later than thirty days from the date of SAP's notice to Customer

informing Customer of the new Subprocessor. If Customer does not terminate within this thirty day period, Customer is deemed to have accepted the new Subprocessor.

 (b) Within the thirty day period from the date of SAP's notice to Customer informing Customer of the new Subprocessor, Customer may request that the parties come together in good faith to discuss a resolution to the objection. Such discussions shall not extend the period for termination and do not affect SAP's right to use the new Subprocessor(s) after the thirty day period.

 (c) Any termination under this Section 6.3 shall be deemed to be without fault by either party and shall be subject to the terms of the Agreement.

6.4 **Emergency Replacement.** SAP may replace a Subprocessor without advance notice where the reason for the change is outside of SAP's reasonable control and prompt replacement is required for security or other urgent reasons. In this case, SAP will inform Customer of the replacement Subprocessor as soon as possible following its appointment. Section 6.3 applies accordingly.

7. **INTERNATIONAL PROCESSING**

7.1 **Conditions for International Processing.** SAP shall be entitled to process Personal Data, including by using Subprocessors, in accordance with this DPA outside the country in which the Customer is located as permitted under Data Protection Law.

7.2 **Standard Contractual Clauses.** Where (i) Personal Data of an EEA or Swiss based Controller is processed in a country outside the EEA, Switzerland and any country, organization or territory acknowledged by the European Union as safe country with an adequate level of data protection under Art. 45 GDPR, or where (ii) Personal Data of another Controller is processed internationally and such international processing requires an adequacy means under the laws of the country of the Controller and the required adequacy means can be met by entering into Standard Contractual Clauses, then:

 (a) SAP and Customer enter into the Standard Contractual Clauses;

 (b) Customer enters into the Standard Contractual Clauses with each relevant Subprocessor as follows, either (i) Customer joins the Standard Contractual Clauses entered into by SAP or SAP SE and the Subprocessor as an independent owner of rights and obligations ("Accession Model") or, (ii) the Subprocessor (represented by SAP) enters into the Standard Contractual Clauses with Customer ("Power of Attorney Model"). The Power of Attorney Model shall apply if and when SAP has expressly confirmed that a Subprocessor is eligible for it through the Subprocessor list provided under Section 6.1(c), or a notice to Customer; and/or

 (c) Other Controllers whose use of the Cloud Services has been authorized by Customer under the Agreement may also enter into Standard Contractual Clauses with SAP and/or the relevant Subprocessors in the same manner as Customer in accordance with Sections 7.2 (a) and (b) above. In such case, Customer will enter into the Standard Contractual Clauses on behalf of the other Controllers.

7.3 **Relation of the Standard Contractual Clauses to the Agreement.** Nothing in the Agreement shall be construed to prevail over any conflicting clause of the Standard Contractual Clauses. For the avoidance of doubt, where this DPA further specifies audit and subprocessor rules in sections 5 and 6, such specifications also apply in relation to the Standard Contractual Clauses.

7.4 **Governing Law of the Standard Contractual Clauses.** The Standard Contractual Clauses shall be governed by the law of the country in which the relevant Controller is incorporated.

8. **DOCUMENTATION; RECORDS OF PROCESSING**

Each party is responsible for its compliance with its documentation requirements, in particular maintaining records of processing where required under Data Protection Law. Each party shall reasonably assist the other party in its documentation requirements, including providing the information the other party needs from it in a manner reasonably requested by the other party (such

as using an electronic system), in order to enable the other party to comply with any obligations relating to maintaining records of processing.

9. EU ACCESS

9.1 Optional Service. EU Access is an optional service that may be offered by SAP. SAP shall provide the Cloud Service eligible for EU Access solely for production instances in accordance with this Section 9. Where EU Access is not expressly specified and agreed in the Order Form, this Section 9 shall not apply.

9.2 EU Access. SAP will use only European Subprocessors to provide support requiring access to Personal Data in the Cloud Service and SAP shall not export Personal Data outside of the EEA or Switzerland unless expressly authorized by Customer in writing (e-mail permitted) on a case by case basis; or as excluded under Section 9.4.

9.3 Data Center Location. Upon the effective date of the Agreement, the Data Centers used to host Personal Data in the Cloud Service are located in the EEA or Switzerland. SAP will not migrate the Customer instance to a Data Center outside the EEA or Switzerland without Customer's prior written consent (email permitted). If SAP plans to migrate the Customer instance to a Data Center within the EEA or to Switzerland, SAP will notify Customer in writing (email permitted) no later than thirty days before the planned migration.

9.4 Exclusions. The following Personal Data is not subject to 9.2 and 9.3:
(a) Contact details of the sender of a support ticket; and
(b) Any other Personal Data submitted by Customer when filing a support ticket. Customer may choose not to transmit Personal Data when filing a support ticket. If this data is necessary for the incident management process, Customer may choose to anonymize that Personal Data before any transmission of the incident message to SAP.

10. DEFINITIONS

Capitalized terms not defined herein will have the meanings given to them in the Agreement.

10.1 "Controller" means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data; for the purposes of this DPA, where Customer acts as processor for another controller, it shall in relation to SAP be deemed as additional and independent Controller with the respective controller rights and obligations under this DPA.

10.2 "Data Center" means the location where the production instance of the Cloud Service is hosted for the Customer in its region, as published at: http://www.sap.com/corporate-en/about/our-company/policies/data-privacy-and-security/location-of-data-center.html or notified to Customer or otherwise agreed in an Order Form.

10.3 "Data Protection Law" means the applicable legislation protecting the fundamental rights and freedoms of persons and their right to privacy with regard to the processing of Personal Data under the Agreement (and includes, as far as it concerns the relationship between the parties regarding the processing of Personal Data by SAP on behalf of Customer, the GDPR as a minimum standard, irrespective of whether the Personal Data is subject to GDPR or not).

10.4 "Data Subject" means an identified or identifiable natural person as defined by Data Protection Law.

10.5 "EEA" means the European Economic Area, namely the European Union Member States along with Iceland, Liechtenstein and Norway.

10.6 "European Subprocessor" means a Subprocessor that is physically processing Personal Data in the EEA or Switzerland.

10.7 "Personal Data" means any information relating to a Data Subject which is protected under Data Protection Law. For the purposes of the DPA, it includes only personal data which is (i) entered by Customer or its Authorized Users into or derived from their use of the Cloud Service, or (ii) supplied to or accessed by SAP or its Subprocessors in order to provide support under the Agreement. Personal Data is a sub-set of Customer Data (as defined under the Agreement).

10.8 "Personal Data Breach" means a confirmed (1) accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or unauthorized third-party access to Personal Data or (2) similar incident involving Personal Data, in each case for which a Controller is required under Data Protection Law to provide notice to competent data protection authorities or Data Subjects.

10.9 "Processor" means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller, be it directly as processor of a controller or indirectly as subprocessor of a processor which processes personal data on behalf of the controller.

10.10 "Standard Contractual Clauses" or sometimes also referred to the "EU Model Clauses" means the (Standard Contractual Clauses (processors)) or any subsequent version thereof published by the European Commission (which will automatically apply). The Standard Contractual Clauses current as of the effective date of the Agreement are attached hereto as Appendix 4.

10.11 "Subprocessor" means SAP Affiliates, SAP SE, SAP SE Affiliates and third parties engaged by SAP, SAP SE or SAP SE's Affiliates in connection with the Cloud Service and which process Personal Data in accordance with this DPA.

Appendix 1 to the DPA and, if applicable, the Standard Contractual Clauses

Data Exporter
The Data Exporter is the Customer who subscribed to a Cloud Service that allows Authorized Users to enter, amend, use, delete or otherwise process Personal Data. Where the Customer allows other Controllers to also use the Cloud Service, these other Controllers are also Data Exporters.

Data Importer
SAP and its Subprocessors provide the Cloud Service that includes the following support:

SAP SE Affiliates support the Cloud Service data centers remotely from SAP facilities in St. Leon/Rot (Germany), India and other locations where SAP employs personnel in the Operations/Cloud Delivery function. Support includes:
- Monitoring the Cloud Service
- Backup & restoration of Customer Data stored in the Cloud Service
- Release and development of fixes and upgrades to the Cloud Service
- Monitoring, troubleshooting and administering the underlying Cloud Service infrastructure and database
- Security monitoring, network-based intrusion detection support, penetration testing

SAP SE Affiliates provide support when a Customer submits a support ticket because the Cloud Service is not available or not working as expected for some or all Authorized Users. SAP answers phones and performs basic troubleshooting, and handles support tickets in a tracking system that is separate from the production instance of the Cloud Service.

Data Subjects
Unless provided otherwise by the Data Exporter, transferred Personal Data relates to the following categories of Data Subjects: employees, contractors, business partners or other individuals having Personal Data stored in the Cloud Service.

Data Categories
The transferred Personal Data concerns the following categories of data:

Customer determines the categories of data per Cloud Service subscribed. Customer can configure the data fields during implementation of the Cloud Service or as otherwise provided by the Cloud Service. The transferred Personal Data typically relates to the following categories of data: name, phone numbers, e-mail address, time zone, address data, system access / usage / authorization data, company name, contract data, invoice data, plus any application-specific data that Authorized Users enter into the Cloud Service and may include bank account data, credit or debit card data.

Special Data Categories (if appropriate)
The transferred Personal Data concerns the following special categories of data: As set out in the Agreement (including the Order Form) if any.

Processing Operations / Purposes
The transferred Personal Data is subject to the following basic processing activities:
- use of Personal Data to set up, operate, monitor and provide the Cloud Service (including Operational and Technical Support)
- provision of Consulting Services;
- communication to Authorized Users
- storage of Personal Data in dedicated Data Centers (multi-tenant architecture)
- upload any fixes or upgrades to the Cloud Service

- back up of Personal Data
- computer processing of Personal Data, including data transmission, data retrieval, data access
- network access to allow Personal Data transfer
- execution of instructions of Customer in accordance with the Agreement.

Appendix 2 to the DPA and, if applicable, the Standard Contractual Clauses – Technical and Organizational Measures

1. TECHNICAL AND ORGANIZATIONAL MEASURES

The following sections define SAP's current technical and organizational measures. SAP may change these at any time without notice so long as it maintains a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without diminishing the security level protecting Personal Data.

1.1 Physical Access Control. Unauthorized persons are prevented from gaining physical access to premises, buildings or rooms where data processing systems that process and/or use Personal Data are located.

Measures:

- SAP protects its assets and facilities using the appropriate means based on the SAP Security Policy
- In general, buildings are secured through access control systems (e.g., smart card access system).
- As a minimum requirement, the outermost entrance points of the building must be fitted with a certified key system including modern, active key management.
- Depending on the security classification, buildings, individual areas and surrounding premises may be further protected by additional measures. These include specific access profiles, video surveillance, intruder alarm systems and biometric access control systems.
- Access rights are granted to authorized persons on an individual basis according to the System and Data Access Control measures (see Section 1.2 and 1.3 below). This also applies to visitor access. Guests and visitors to SAP buildings must register their names at reception and must be accompanied by authorized SAP personnel.
- SAP employees and external personnel must wear their ID cards at all SAP locations.

Additional measures for Data Centers:

- All Data Centers adhere to strict security procedures enforced by guards, surveillance cameras, motion detectors, access control mechanisms and other measures to prevent equipment and Data Center facilities from being compromised. Only authorized representatives have access to systems and infrastructure within the Data Center facilities. To protect proper functionality, physical security equipment (e.g., motion sensors, cameras, etc.) undergo maintenance on a regular basis.
- SAP and all third-party Data Center providers log the names and times of authorized personnel entering SAP's private areas within the Data Centers.

1.2 System Access Control. Data processing systems used to provide the Cloud Service must be prevented from being used without authorization.

Measures:

- Multiple authorization levels are used when granting access to sensitive systems, including those storing and processing Personal Data. Authorizations are managed via defined processes according to the SAP Security Policy

- All personnel access SAP's systems with a unique identifier (user ID).

- SAP has procedures in place so that requested authorization changes are implemented only in accordance with the SAP Security Policy (for example, no rights are granted without authorization). In case personnel leaves the company, their access rights are revoked.

- SAP has established a password policy that prohibits the sharing of passwords, governs responses to password disclosure, and requires passwords to be changed on a regular basis and default passwords to be altered. Personalized user IDs are assigned for authentication. All passwords must fulfill defined minimum requirements and are stored in encrypted form. In the case of domain

passwords, the system forces a password change every six months in compliance with the requirements for complex passwords. Each computer has a password-protected screensaver.

- The company network is protected from the public network by firewalls.

- SAP uses up–to-date antivirus software at access points to the company network (for e-mail accounts), as well as on all file servers and all workstations.

- Security patch management is implemented to provide regular and periodic deployment of relevant security updates. Full remote access to SAP's corporate network and critical infrastructure is protected by strong authentication.

1.3   Data Access Control. Persons entitled to use data processing systems gain access only to the Personal Data that they have a right to access, and Personal Data must not be read, copied, modified or removed without authorization in the course of processing, use and storage.

Measures:
- As part of the SAP Security Policy, Personal Data requires at least the same protection level as "confidential" information according to the SAP Information Classification standard.

- Access to Personal Data is granted on a need-to-know basis. Personnel have access to the information that they require in order to fulfill their duty. SAP uses authorization concepts that document grant processes and assigned roles per account (user ID). All Customer Data is protected in accordance with the SAP Security Policy.

- All production servers are operated in the Data Centers or in secure server rooms. Security measures that protect applications processing Personal Data are regularly checked. To this end, SAP conducts internal and external security checks and penetration tests on its IT systems.

- SAP does not allow the installation of software that has not been approved by SAP.

- An SAP security standard governs how data and data carriers are deleted or destroyed once they are no longer required.

1.4   Data Transmission Control. Except as necessary for the provision of the Cloud Services in accordance with the Agreement, Personal Data must not be read, copied, modified or removed without authorization during transfer. Where data carriers are physically transported, adequate measures are implemented at SAP to provide the agreed-upon service levels (for example, encryption and lead-lined containers).

Measures:
- Personal Data in transfer over SAP internal networks is protected according to SAP Security Policy.
- When data is transferred between SAP and its customers, the protection measures for the transferred Personal Data are mutually agreed upon and made part of the relevant agreement. This applies to both physical and network based data transfer. In any case, the Customer assumes responsibility for any data transfer once it is outside of SAP-controlled systems (e.g. data being transmitted outside the firewall of   the SAP Data Center).

1.5   Data Input Control. It will be possible to retrospectively examine and establish whether and by whom Personal Data have been entered, modified or removed from SAP data processing systems.

Measures:
- SAP only allows authorized personnel to access Personal Data as required in the course of their duty.

- SAP has implemented a logging system for input, modification and deletion, or blocking of Personal Data by SAP or its subprocessors within the Cloud Service to the extent technically possible.

1.6   Job Control. Personal Data being processed on commission (i.e., Personal Data processed on a customer's behalf) is processed solely in accordance with the Agreement and related instructions of the customer.

Measures:

- SAP uses controls and processes to monitor compliance with contracts between SAP and its customers, subprocessors or other service providers.

- As part of the SAP Security Policy, Personal Data requires at least the same protection level as "confidential" information according to the SAP Information Classification standard.

- All SAP employees and contractual subprocessors or other service providers are contractually bound to respect the confidentiality of all sensitive information including trade secrets of SAP customers and partners.

1.7   Availability Control. Personal Data will be protected against accidental or unauthorized destruction or loss.

Measures:

- SAP employs regular backup processes to provide restoration of business-critical systems as and when necessary.

- SAP uses uninterrupted power supplies (for example: UPS, batteries, generators, etc.) to protect power availability to the Data Centers.
- SAP has defined business contingency plans for business-critical processes and may offer disaster recovery strategies for business critical Services as further set out in the Documentation or incorporated into the Order Form for the relevant Cloud Service.

- Emergency processes and systems are regularly tested.

1.8   Data Separation Control. Personal Data collected for different purposes can be processed separately.

Measures:

- SAP uses the technical capabilities of the deployed software (for example: multi- tenancy, or separate system landscapes) to achieve data separation among Personal Data originating from multiple customers.

- Customer (including its Controllers) has access only to its own data.

- If Personal Data is required to handle a support incident from Customer, the data is assigned to that particular message and used only to process that message; it is not accessed to process any other messages. This data is stored in dedicated support systems.

1.9   Data Integrity Control. Personal Data will remain intact, complete and current during processing activities.

Measures:

SAP has implemented a multi-layered defense strategy as a protection against unauthorized modifications.

In particular, SAP uses the following to implement the control and measure sections described above:

- Firewalls;

- Security Monitoring Center;

- Antivirus software;

- Backup and recovery;

- External and internal penetration testing;
- Regular external audits to prove security measures.

Appendix 3 to the DPA and, if applicable, the Standard Contractual Clauses

The following table sets out the relevant Articles of GDPR and corresponding terms of the DPA for illustration purposes only.

Article of GDPR	Section of DPA	Click on link to see Section
28(1)	2 and Appendix 2	Security of Processing and Appendix 2, Technical and Organizational Measures.
28(2), 28(3) (d) and 28 (4)	6	SUBPROCESSORS
28 (3) sentence 1	1.1 and Appendix 1, 1.2	Purpose and Application. Structure.
28(3) (a) and 29	3.1 and 3.2	Instructions from Customer. Processing on Legal Requirement.
28(3) (b)	3.3	Personnel.
28(3) (c) and 32	2 and Appendix 2	Security of Processing and Appendix 2, Technical and Organizational Measures.
28(3) (e)	3.4	Cooperation.
28(3) (f) and 32-36	2 and Appendix 2, 3.5, 3.6	Security of Processing and Appendix 2, Technical and Organizational Measures. Personal Data Breach Notification. Data Protection Impact Assessment.
28(3) (g)	4	Data export and Deletion
28(3) (h)	5	CERTIFICATIONS AND AUDITS
28 (4)	6	SUBPROCESSORS
30	8	Documentation; Records of processing
46(2) (c)	7.2	Standard Contractual Clauses.

Appendix 4
STANDARD CONTRACTUAL CLAUSES (PROCESSORS)[1]

For the purposes of Article 26(2) of Directive 95/46/EC (or, after 25 May 2018, Article 44 et seq. of Regulation 2016/79) for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Customer also on behalf of the other Controllers
(in the Clauses hereinafter referred to as the '**data exporter**')

and

SAP
(in the Clauses hereinafter referred to as the '**data importer**')

each a 'party'; together 'the parties',

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

(a)   'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b)   'the data exporter' means the controller who transfers the personal data;

(c)   'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d)   'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

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[1] Pursuant to Commission Decision of 5 February 2010 (2010/87/EU)

(e)   'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f)   'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1.   The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2.   The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7,Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3.   The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4.   The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a)   that the processing, including the transfer itself, of the personal data has been and will

continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b)   that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c)   that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d)   that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e)   that it will ensure compliance with the security measures;

(f)   that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g)   to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h)   to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i)   that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j)   that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

(a)   to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it

agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b)   that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c)   that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d)   that it will promptly notify the data exporter about:

(i)   any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;

(ii)   any accidental or unauthorised access; and

(iii)   any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e)   to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f)   at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g)   to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h)   that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

(i)   that the processing services by the sub-processor will be carried out in accordance with Clause 11;

(j)   to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1.   The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

2.   If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3.   If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1.   The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a)   to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b)   to refer the dispute to the courts in the Member State in which the data exporter is established.

2.   The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1.   The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2.   The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3.   The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9

Governing law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Sub-processing

1.   The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfill its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

2.   The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such

third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

3.   The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4.   The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data-processing services

1.   The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2.   The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

Schedule E

GENERAL TERMS AND CONDITIONS FOR SAP CLOUD SERVICES ("GTC")

1. DEFINITIONS
Commonly used capitalized terms are defined in the Glossary at the end of the document.

2. USAGE RIGHTS AND RESTRICTIONS

2.1 Grant of Rights.
SAP grants to Customer a non-exclusive, non-transferable and world-wide right to use the Cloud Service (including its implementation and configuration), Cloud Materials and Documentation solely for Customer's and its Affiliates' internal business operations. Permitted uses and restrictions of the Cloud Service also apply to Cloud Materials and Documentation.

2.2 Authorized Users.
Customer may permit Authorized Users to use the Cloud Service. Usage is limited to the Usage Metrics and volumes stated in the Order Form. Access credentials for the Cloud Service may not be used by more than one individual, but may be transferred from one individual to another if the original user is no longer permitted to use the Cloud Service. Customer is responsible for breaches of the Agreement caused by Authorized Users.

2.3 Acceptable Use Policy.
With respect to the Cloud Service, Customer will not:
(a) disassemble, decompile, reverse-engineer, copy, translate or make derivative works,
(b) transmit any content or data that is unlawful or infringes any intellectual property rights, or
(c) circumvent or endanger its operation or security.

2.4 Verification of Use.
Customer will monitor its own use of the Cloud Service and report any use in excess of the Usage Metrics and volume. SAP may monitor use to verify compliance with Usage Metrics, volume and the Agreement.

2.5 Suspension of Cloud Service.
SAP may suspend use of the Cloud Service if continued use may result in material harm to the Cloud Service or its users. SAP will promptly notify Customer of the suspension. SAP will limit the suspension in time and scope as reasonably possible under the circumstances.

2.6 Third Party Web Services.
The Cloud Service may include integrations with web services made available by third parties (other than SAP SE or its Affiliates) that are accessed through the Cloud Service and subject to terms and conditions with those third parties. These third party web services are not part of the Cloud Service and the Agreement does not apply to them.

3. SAP RESPONSIBILITIES

3.1 Provisioning.
SAP provides access to the Cloud Service as described in the Agreement.

3.2 Support.
SAP provides support for the Cloud Service as referenced in the Order Form.

3.3 Security.
SAP uses reasonable security technologies in providing the Cloud Service. As a data processor, SAP will implement technical and organizational measures referenced in the Order Form to secure personal data processed in the Cloud Service in accordance with applicable data protection law.

3.4 Modifications.
(a) The Cloud Service and SAP Policies may be modified by SAP. SAP will inform Customer of modifications by email, the support portal, release notes, Documentation or the Cloud Service. The information will be delivered by email if the modification is not solely an

enhancement. Modifications may include optional new features for the Cloud Service, which Customer may use subject to the then-current Supplement.

(b) If Customer establishes that a modification is not solely an enhancement and materially reduces the Cloud Service, Customer may terminate its subscriptions to the affected Cloud Service by providing written notice to SAP within thirty days after receipt of SAP's informational notice.

3.5 Analyses.

SAP, SAP SE or SAP Affiliates may use anonymous information relating to use of the Cloud Service and Consulting Services to prepare analyses. Analyses do not contain Customer Confidential Information. Examples of analyses include: optimizing resources and support, research and development, verification of security and data integrity, internal demand planning, industry developments and anonymous benchmarking with other Customers. SAP may provide non-anonymous benchmarking services with Customer's prior written consent.

4. CUSTOMER AND PERSONAL DATA

4.1 Customer Data.

Customer is responsible for the Customer Data and entering it into the Cloud Service. Customer grants to SAP (including SAP SE, its Affiliates and subcontractors) a nonexclusive right to process Customer Data (including personal data) solely to provide and support the Cloud Service.

4.2 Personal Data.

Customer will collect and maintain all personal data contained in the Customer Data in compliance with applicable data privacy and protection laws.

4.3 Security.

Customer will maintain reasonable security standards for its Authorized Users' use of the Cloud Service.

4.4 Access to Customer Data.

(a) During the Subscription Term, Customer can access its Customer Data at any time. Customer may export and retrieve its Customer Data in a standard format. Export and retrieval may be subject to technical limitations, in which case SAP and Customer will find a reasonable method to allow Customer access to Customer Data.

(b) Before the Subscription Term expires, Customer may use SAP's self-service export tools (as available) to perform a final export of Customer Data from the Cloud Service.

(c) At the end of the Agreement, SAP will delete the Customer Data remaining on servers hosting the Cloud Service unless applicable law requires retention. Retained data is subject to the confidentiality provisions of the Agreement.

(d) In the event of third party legal proceedings relating to the Customer Data, SAP will cooperate with Customer and comply with applicable law (both at Customer's expense) with respect to handling of the Customer Data.

5. FEES AND TAXES

5.1 Fees and Payment.

Customer will pay fees as stated in the Order Form. After prior written notice, SAP may suspend Customer's use of the Cloud Service until payment is made. Customer cannot withhold, reduce or set-off fees owed nor reduce Usage Metrics during the Subscription Term. All Order Forms are non-cancellable and fees non-refundable.

5.2 Taxes.

Fees and other charges imposed under an Order Form will not include taxes, all of which will be for Customer's account. Customer is responsible for all taxes, other than SAP's income and payroll taxes. Customer must provide to SAP any direct pay permits or valid tax-exempt certificates prior to signing an Order Form. If SAP is required to pay taxes (other than its income and payroll taxes), Customer will reimburse SAP for those amounts and indemnify SAP for any taxes and related costs paid or payable by SAP attributable to those taxes.

6. TERM AND TERMINATION

6.1 Term.
The Subscription Term is as stated in the Order Form.

6.2 Termination.
A party may terminate the Agreement:
- (a) upon thirty days written notice of the other party's material breach unless the breach is cured during that thirty day period,
- (b) as permitted under Sections 3.4(b), 7.2(b), 7.4(c), or 8.1(c) (with termination effective thirty days after receipt of notice in each of these cases), or
- (c) immediately if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise materially breaches Sections 11 or 12.6.

6.3 Refund and Payments.
For termination by Customer or an 8.1(c) termination, Customer will be entitled to:
- (a) a pro-rata refund in the amount of the unused portion of prepaid fees for the terminated subscription calculated as of the effective date of termination, and
- (b) a release from the obligation to pay fees due for periods after the effective date of termination.

6.4 Effect of Expiration or Termination.
Upon the effective date of expiration or termination of the Agreement:
- (a) Customer's right to use the Cloud Service and all SAP Confidential Information will end,
- (b) Confidential Information of the disclosing party will be returned or destroyed as required by the Agreement, and
- (c) termination or expiration of the Agreement does not affect other agreements between the parties.

6.5 Survival.
Sections 1, 5, 6.3, 6.4, 6.5, 8, 9, 10, 11, and 12 will survive the expiration or termination of the Agreement.

7. WARRANTIES

7.1 Compliance with Law.
Each party warrants its current and continuing compliance with all laws and regulations applicable to it in connection with:
- (a) in the case of SAP, the operation of SAP's business as it relates to the Cloud Service, and
- (b) in the case of Customer, the Customer Data and Customer's use of the Cloud Service.

7.2 Good Industry Practices.
SAP warrants that it will provide the Cloud Service:
- (a) in substantial conformance with the Documentation; and
- (b) with the degree of skill and care reasonably expected from a skilled and experienced global supplier of services substantially similar to the nature and complexity of the Cloud Service.

7.3 Remedy.
Customer's sole and exclusive remedies and SAP's entire liability for breach of the warranty under Section 7.2 will be:

(a) the re-performance of the deficient Cloud Service, and

(b) if SAP fails to re-perform, Customer may terminate its subscription for the affected Cloud Service. Any termination must occur within three months of SAP's failure to re-perform.

7.4 System Availability.

(a) SAP warrants to maintain an average monthly system availability for the production system of the Cloud Service as defined in the applicable service level agreement or Supplement ("SLA").

(b) Customer's sole and exclusive remedy for SAP's breach of the SLA is the issuance of a credit in the amount described in the SLA. Customer will follow SAP's posted credit claim procedure. When the validity of the service credit is confirmed by SAP in writing (email permitted), Customer may apply the credit to a future invoice for the Cloud Service or request a refund for the amount of the credit if no future invoice is due.

(c) In the event SAP fails to meet the SLA (i) for four consecutive months, or (ii) for five or more months during any twelve months period, or (iii) at a system availability level of least 95% for one calendar month, Customer may terminate its subscriptions for the affected Cloud Service by providing SAP with written notice within thirty days after the failure.

7.5 Warranty Exclusions.

The warranties in Sections 7.2 and 7.4 will not apply if:

(a) the Cloud Service is not used in accordance with the Agreement or Documentation,

(b) any non-conformity is caused by Customer, or by any product or service not provided by SAP, or

(c) the Cloud Service was provided for no fee.

7.6 Disclaimer.

Except as expressly provided in the Agreement, neither SAP nor its subcontractors make any representation or warranties, express or implied, statutory or otherwise, regarding any matter, including the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of or integration with any products or services provided under the Agreement, or that the operation of any products or services will be secure, uninterrupted or error free. Customer agrees that it is not relying on delivery of future functionality, public comments or advertising of SAP or product roadmaps in obtaining subscriptions for any Cloud Service.

8. THIRD PARTY CLAIMS

8.1 Claims Brought Against Customer.

(a) SAP will defend Customer against claims brought against Customer and its Affiliates by any third party alleging that Customer's and its Affiliates' use of the Cloud Service infringes or misappropriates a patent claim, copyright, or trade secret right. SAP will indemnify Customer against all damages finally awarded against Customer (or the amount of any settlement SAP enters into) with respect to these claims.

(b) SAP's obligations under Section 8.1 will not apply if the claim results from (i) Customer's breach of Sections 2, (ii) use of the Cloud Service in conjunction with any product or service not provided by SAP, or (iii) use of the Cloud Service provided for no fee.

(c) In the event a claim is made or likely to be made, SAP may (i) procure for Customer the right to continue using the Cloud Service under the terms of the Agreement, or (ii) replace or modify the Cloud Service to be non-infringing without material decrease in functionality. If these options are not reasonably available, SAP or Customer may terminate Customer's subscription to the affected Cloud Service upon written notice to the other.

8.2 Claims Brought Against SAP.

Customer will defend SAP against claims brought against SAP, SAP SE, its Affiliates and subcontractors by any third party related to Customer Data.

Customer will indemnify SAP against all damages finally awarded against SAP, SAP SE, its Affiliates and subcontractors (or the amount of any settlement Customer enters into) with respect to these claims.

8.3 Third Party Claim Procedure.
- (a) The party against whom a third party claim is brought will timely notify the other party in writing of any claim, reasonably cooperate in the defense and may appear (at its own expense) through counsel reasonably acceptable to the party providing the defense.
- (b) The party that is obligated to defend a claim will have the right to fully control the defense.
- (c) Any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by, the party against whom the claim is brought.

8.4 Exclusive Remedy.
The provisions of Section 8 state the sole, exclusive, and entire liability of the parties, their Affiliates, Business Partners and subcontractors to the other party, and is the other party's sole remedy, with respect to covered third party claims and to the infringement or misappropriation of third party intellectual property rights.

9. LIMITATION OF LIABILITY

9.1 Unlimited Liability.
Neither party will exclude or limit its liability for damages resulting from:
- (a) the parties' obligations under Section 8.1(a) and 8.2,
- (b) unauthorized use or disclosure of Confidential Information,
- (c) either party's breach of its data protection and security obligations that result in an unauthorized use or disclosure of personal data,
- (d) death or bodily injury arising from either party's gross negligence or willful misconduct, or
- (e) any failure by Customer to pay any fees due under the Agreement.

9.2 Liability Cap.
Subject to Sections 9.1 and 9.3, the maximum aggregate liability of either party (or its respective Affiliates or SAP's subcontractors) to the other or any other person or entity for all events (or series of connected events) arising in any twelve month period will not exceed the annual subscription fees paid for the applicable Cloud Service directly causing the damage for that twelve month period. Any "twelve month period" commences on the Subscription Term start date or any of its yearly anniversaries.

9.3 Exclusion of Damages.
Subject to Section 9.1:
- (a) neither party (nor its respective Affiliates or SAP's subcontractors) will be liable to the other party for any special, incidental, consequential, or indirect damages, loss of good will or business profits, work stoppage or for exemplary or punitive damages, and
- (b) SAP will not be liable for any damages caused by any Cloud Service provided for no fee.

9.4 Risk Allocation.
The Agreement allocates the risks between SAP and Customer. The fees for the Cloud Service and Consulting Services reflect this allocation of risk and limitations of liability.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 SAP Ownership.
SAP, SAP SE, their Affiliates or licensors own all intellectual property rights in and related to the Cloud Service, Cloud Materials, Documentation, Consulting Services, design contributions, related knowledge or processes, and any derivative works of them. All rights not expressly granted to Customer are reserved to SAP, SAP SE and its licensors.

10.2 Customer Ownership.
Customer retains all rights in and related to the Customer Data.

10.3 Non-Assertion of Rights.

Customer covenants, on behalf of itself and its successors and assigns, not to assert against SAP, SAP SE, their Affiliates or licensors, any rights, or any claims of any rights, in any Cloud Service, Cloud Materials, Documentation, or Consulting Services.

11. CONFIDENTIALITY

11.1 Use of Confidential Information.

(a)   Unless deemed as a public record pursuant to Chapter 119, Florida Statues, the receiving party will protect all Confidential Information of the disclosing party as strictly confidential to the same extent it protects its own Confidential Information, and not less than a reasonable standard of care. Receiving party will not disclose any Confidential Information of the disclosing party to any person other than its personnel, representatives or Authorized Users whose access is necessary to enable it to exercise its rights or perform its obligations under the Agreement and who are under obligations of confidentiality substantially similar to those in Section 11. Customer will not disclose the Agreement or the pricing to any third party.

(b)   Confidential Information of either party disclosed prior to execution of the Agreement will be subject to Section 11.

(c)   In the event of legal proceedings relating to the Confidential Information, the receiving party will cooperate with the disclosing party and comply with applicable law (all at disclosing party's expense) with respect to handling of the Confidential Information.

(d)   Notwithstanding any terms and conditions to the contrary, disclosure of any confidential information received by Customer will be governed by the provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

11.2 Exceptions.

The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that:

(a)   is independently developed by the receiving party without reference to the disclosing party's Confidential Information,

(b)   is generally available to the public without breach of the Agreement by the receiving party,

(c)   at the time of disclosure, was known to the receiving party free of confidentiality restrictions, or

(d)   the disclosing party agrees in writing is free of confidentiality restrictions.

11.3 Publicity.

Except as required by Customer under the Florida Open Meetings Law and/or the Florida Sunshine Law, neither party will use the name of the other party in publicity activities without the prior written consent of the other, except that Customer agrees that SAP may use Customer's name in customer listings or quarterly calls with its investors or, at times mutually agreeable to the parties, as part of SAP's marketing efforts (including reference calls and stories, press testimonials, site visits, SAPPHIRE participation). Customer agrees that SAP may share information on Customer with its Affiliates for marketing and other business purposes and that it has secured appropriate authorizations to share Customer employee contact information with SAP.

12. MISCELLANEOUS

12.1 Severability.

If any provision of the Agreement is held to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.

12.2 No Waiver.

A waiver of any breach of the Agreement is not deemed a waiver of any other breach.

12.3 Electronic Signature.
Electronic signatures that comply with applicable law are deemed original signatures. Upon Customer's request, SAP will execute agreed upon documentation with written signature.

12.4 Regulatory Matters.
SAP Confidential Information is subject to export control laws of various countries, including the laws of the United States and Germany. Customer will not submit SAP Confidential Information to any government agency for licensing consideration or other regulatory approval, and will not export SAP Confidential Information to countries, persons or entities if prohibited by export laws.

12.5 Notices.
All notices will be in writing and given when delivered to the address set forth in an Order Form with copy to the legal department. Notices by SAP relating to the operation or support of the Cloud Service and those under Sections 3.4 and 5.1 may be in the form of an electronic notice to Customer's authorized representative or administrator identified in the Order Form.

12.6 Assignment.
Without SAP's prior written consent, Customer may not assign or transfer the Agreement (or any of its rights or obligations) to any party. SAP may assign the Agreement to SAP SE or any of its Affiliates, subject to Customer's prior written consent, not to be unreasonably withheld; provided however that SAP may assign the Agreement to its parent corporation without Customer consent.

12.7 Subcontracting.
SAP may subcontract parts of the Cloud Service or Consulting Services to third parties. SAP is responsible for breaches of the Agreement caused by its subcontractors.

12.8 Relationship of the Parties.
The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by the Agreement.

12.9 Force Majeure.
Any delay in performance (other than for the payment of amounts due) caused by conditions beyond the reasonable control of the performing party is not a breach of the Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance.

12.10 Governing Law.
The Agreement and any claims relating to its subject matter will be governed by and construed under the laws of the State of Florida, without reference to its conflicts of law principles. All disputes will be subject to the exclusive jurisdiction of the courts located in the State of Florida. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement. Either party must initiate a cause of action for any claim(s) relating to the Agreement and its subject matter within one year from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

12.11 Entire Agreement.
The Agreement constitutes the complete and exclusive statement of the agreement between SAP and Customer in connection with the parties' business relationship related to the subject matter of the Agreement. All previous representations, discussions, and writings (including any confidentiality agreements) are merged in and superseded by the applicable Agreement and the parties disclaim any reliance on them. An Agreement may be modified solely in writing signed by both parties, except as permitted under Section 3.4. An Agreement will prevail over terms and conditions of any Customer-issued purchase order, which will have no force and effect, even if SAP accepts or does not otherwise reject the purchase order.

Glossary

1.1 **"Affiliate"** of a party means any legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the entity's shares or voting rights. Any legal entity will be considered an Affiliate as long as that interest is maintained.

1.2 **"Agreement"** means an Order Form and documents incorporated into an Order Form.

1.3 **"Authorized User"** means any individual to whom Customer grants access credentials to use the Cloud Service that is an employee, agent, contractor or representative of
  (a) Customer,
  (b) Customer's Affiliates, and/or
  (c) Customer's and Customer's Affiliates' Business Partners.

1.4 **"Business Partner"** means a legal entity that requires use of a Cloud Service in connection with Customer's and its Affiliates' internal business operations. These may include customers, distributors, service providers and/or suppliers of Customer.

1.5 **"Cloud Service"** means any distinct, subscription-based, hosted, supported and operated on-demand solution provided by SAP under an Order Form.

1.6 **"Cloud Materials"** mean any materials provided or developed by SAP (independently or with Customer's cooperation) in the course of performance under the Agreement, including in the delivery of any support or Consulting Services to Customer. Cloud Materials do not include the Customer Data, Customer Confidential Information or the Cloud Service.

1.7 **"Confidential Information"** means
  (a) with respect to Customer: (i) the Customer Data, (ii) Customer marketing and business requirements, (iii) Customer implementation plans, and/or (iv) Customer financial information, and
  (b) with respect to SAP: (i) the Cloud Service, Documentation, Cloud Materials and analyses under Section 3.5, and (ii) information regarding SAP research and development, product offerings, pricing and availability.
  (c) Confidential Information of either SAP or Customer also includes 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.

1.8 **"Consulting Services"** means professional services, such as implementation, configuration, custom development and training, performed by SAP's employees or subcontractors as described in any Order Form and which are governed by the Supplement for Consulting Services or similar agreement.

1.9 **"Customer Data"** means any content, materials, data and information that Authorized Users enter into the production system of a Cloud Service or that Customer derives from its use of and stores in the Cloud Service (e.g. Customer-specific reports). Customer Data and its derivatives will not include SAP's Confidential Information.

1.10 **"Documentation"** means SAP's then-current technical and functional documentation as well as any roles and responsibilities descriptions, if applicable, for the Cloud Service which is made available to Customer with the Cloud Service.

1.11 **"Order Form"** means the ordering document for a Cloud Service that references the GTC.

1.12 **"SAP SE"** means SAP SE, the parent company of SAP.

1.13 **"SAP Policies"** means the operational guidelines and policies applied by SAP to provide and support the Cloud Service as incorporated in an Order Form.

1.14 **"Subscription Term"** means the term of a Cloud Service subscription identified in the applicable Order Form, including all renewals.

1.15 **"Supplement"** means the supplemental terms and conditions that apply to the Cloud Service and that are incorporated in an Order Form.

1.16 **"Usage Metric"** means the standard of measurement for determining the permitted use and calculating the fees due for a Cloud Service as set forth in an Order Form.

Order Form
for SAP Cloud Services
SAP Reference No. 020519000034

between

SAP Public Services, Inc.
3999 West Chester Pike
Newtown Square, PA 19073
("SAP")

and

The School Board of Broward County
7720 W Oakland Park Blvd, Sunrise, 33351-6704, FL, US
("Customer")

1. ORDER FORM AND TABLE OF AGREEMENT

This Order Form as issued by SAP is an offer by SAP. When signed and returned to SAP by Customer on or prior to the offer expiration date, it becomes a binding agreement for the SAP Cloud Service(s) and Consulting Services (if applicable) listed in this Order Form and is effective on the date signed by Customer.

<u>Offer Expiration Date</u>: **06/27/2019**

This Order Form is governed by and incorporates the following documents in effect as of the effective date. All documents are listed in order of precedence, and collectively referred to as the "**Agreement**":

Agreement	Location
Order Form	
Schedule A of this Order Form: **Cloud Service Supplemental Terms and Conditions ("Supplement")**	http://www.sap.com/agreements-cloud-supplement
Schedule B of this Order Form: **Support Policy for SAP Cloud Services**	http://www.sap.com/agreements-cloud-support
Schedule C of this Order Form: **Service Level Agreement for SAP Cloud Services ("SLA")**	http://www.sap.com/agreements-cloud-service-level-agreement
Schedule D of this Order Form: **Data Processing Agreement for SAP Cloud Services ("DPA")** Schedule D will serve as a commissioned written data processing agreement.	http://www.sap.com/agreements-cloud-data-processing
Schedule E of this Order Form: **General Terms and Conditions for SAP Cloud Services ("GTC")**	SAP and Customer agree this Order Form is governed by the General Terms and Conditions for SAP Cloud Services incorporated into the Order Form for SAP Cloud Services (ref. No.0220558288) effective June 28, 2016.

Customer has had the opportunity to review the GTC and the incorporated documents prior to executing this Order Form. SAP recommends that Customer prints copies of these documents for Customer's records. All defined terms in the GTC used in this Order Form have the meaning stated in the GTC. All references in the Supplements to "Service" mean "Cloud Service", and to "Named Users" mean "Authorized Users."

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2. CLOUD SERVICE
2.1 Cloud Service Order.

The table shows the purchased Cloud Service, Usage Metrics and volume, initial Subscription Term and fees.

From 06/29/2019 To 06/28/2021

SAP Cloud Service	Usage Metric	Usage Metric Limitation **	Annual Fee	Product Start Date	Product End Date	Total Fee in USD
SAP Qualtrics Employee Engagement	1 Users	24,999	33,083.28	06/29/2019	06/28/2020	33,083.28
SAP Qualtrics Emp Benefits Optimizer	1 Users	24,999	7,900.48	06/29/2019	06/28/2020	7,900.48
SAP Qualtrics Emp Egmt, add-on for Pulse	1 Users	24,999	65,692.72	06/29/2019	06/28/2020	65,692.72
SAP Qualtrics Emp Lifecycle for ONB&Exit	1 Users	24,999	18,269.87	06/29/2019	06/28/2020	18,269.87
SAP Qualtrics Employee Engagement	1 Users	35,000	46,318.44	06/29/2020	06/28/2021	46,318.44
SAP Qualtrics Emp Benefits Optimizer	1 Users	35,000	11,061.12	06/29/2020	06/28/2021	11,061.12
SAP Qualtrics Emp Egmt, add-on for Pulse	1 Users	35,000	91,945.56	06/29/2020	06/28/2021	91,945.56
SAP Qualtrics Emp Lifecycle for ONB&Exit	1 Users	35,000	25,578.84	06/29/2020	06/28/2021	25,578.84

Total Fee in USD	299,850.31

Period From 06.29.2019 To 06.28.2020	124,946.35
Period From 06.29.2020 To 06.28.2021	174,903.96
Total Net Fee (*)	299,850.31

(*) plus applicable taxes

(**) Usage Metric Limitations stated above represent the maximum annual quantity of Usage Metrics over a 12 month period.

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2.2 Subscription Term.

(a) Customer's initial Subscription Term will begin on the start date and will be effective until the end date, unless Customer is otherwise notified by SAP's provisioning team.

(b) Unless the Supplement states otherwise, the initial Subscription Term and any renewals and extensions will automatically renew for terms of 12 months. Auto-renewal will not occur if Customer notifies SAP of its intention not to renew at least one month in advance of the expiration of the current term, or SAP notifies Customer of its intention not to renew at least six months prior to the expiration of the current term.

2.3 Excess Use.

Customer's use of the Cloud Service is subject to the Agreement, including the Usage Metrics and their volume stated in Section 2. Any use of the Cloud Service that exceeds this scope will be subject to additional fees. Fees accrue from the date the excess use began. Customer will execute an additional Order Form to document subscriptions for additional Usage Metrics and their volume. SAP may invoice and Customer will pay for excess use based on applicable pricing in the Order Form or Supplement.

3. CONSULTING SERVICES

Not applicable.

4. PAYMENT AND INVOICES

4.1 Fees and Invoicing.

Unless the Supplement states otherwise, fees for the Cloud Service(s) will be invoiced by SAP and paid by Customer yearly in advance. Fees for the Consulting Services, if any, will be invoiced by SAP and paid by Customer as stated in the Consulting Services Section above unless otherwise stated in the applicable scope document. SAP may provide invoices to an email address provided by Customer. Fees for non-recurring services will be invoiced by SAP on a one-time basis and paid by Customer upon commencement of the Subscription Term. Except for fee increases applied for Excess Use or as described below, Cloud Service(s) fees for renewal terms will be equal to the fees for the immediately preceding term for the same Cloud Service, Usage Metrics and volume. Customer will reimburse SAP for all pre-approved (by Customer) and appropriately documented travel and related expenses incurred by SAP in performing any support for the Cloud Service.

4.2 Fee Increases.

For the first twelve (12) month Renewal Term following the initial Subscription Term of this Order Form, subscription pricing for the Service will not increase. After that and at the beginning of each renewal term, SAP may increase fees to reflect annual increases in consumer prices or costs. This increase will not exceed the greater of the percentage stated in the most recent consumer price index selected by SAP or 3.3%. The increase is applied either at the start of the preceding term or date of last increase, whichever is later. Not raising fees is not a waiver of SAP's right to do so. SAP may increase fees if Customer elects to reduce the Cloud Service, Usage Metrics or volume for any renewal term.

4.3 Payment.

Customer will pay to SAP all fees due within 30 days of date of invoice. Unpaid fees will accrue interest at the maximum legal rate. Customer purchase orders are for administrative convenience and not a condition of payment. Payment is not dependent upon completion of any implementation or other services.

5. AUTHORIZED ADMINISTRATORS

Customer confirms the names assigned to the authorized roles are accurate and that the contacts below have been informed of the responsibility. Inaccuracy can result in delays outside of SAP control.

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Main Contact: Ed Hineline
ed.hineline@browardschools.com

The Main Contact is the Customer contact for onboarding, who receives the confirmation that the order has been processed (which includes the confirmed Start Date). If current contact is inaccurate, please correct here:

     Main Contact corrected name: _____

     Main Contact corrected email: _____

Technical Administrator: Ed Hineline
ed.hineline@browardschools.com

The Technical Administrator is the main contact for technical and system related communications. If current contact is inaccurate, please correct here:

     Technical Administrator corrected name: _____

     Technical Administrator corrected email: _____

Please provide a Financial Contact - The Financial Contact acts as the main Customer contact for finance related communication including invoicing.

Customer Financial Contact name: _____

Customer Financial Contact email: _____

6.   CUSTOMER LOCATION

Customer has provided the following primary access location:

The School Board of Broward County

7720 W Oakland Park Blvd,33351-6704 Sunrise , FL , EE.UU.

This is the primary (but not the only) location from which Customer will access the Cloud Service. Customer's failure to provide SAP with its VAT and/or GST number may have sales tax implications. If Customer does not provide a primary access location, SAP will incorporate a default primary access location to Customer's sold-to address.
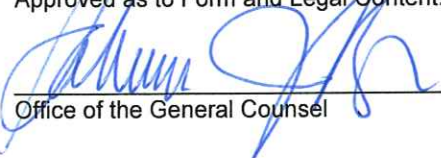
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
    Heather P. Brinkworth, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

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Schedule A

SAP Cloud Platform
Supplemental Terms and Conditions

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

1.   CLOUD SERVICE. SAP Cloud Platform is a collection of Cloud Services. Each Cloud Service is subject to the terms of the SAP Cloud Platform – Service Description Guide (the "**Service Description Guide**"), the terms of which are incorporated in the Supplement by reference and available at the following link: https://cloudplatform.sap.com/capabilities/service-description.html or from SAP upon request.

2.   DEFINITIONS
2.1.   "Beta Functionality" means functionality offered by SAP that is not generally available, not validated and not quality assured in accordance with SAP's standard processes.
2.2.   "Cloud Package" means a defined set of Cloud Services that are subject to a single subscription fee and collectively deemed a Cloud Service.
2.3.   "Content" means any business logic, code, data models, configurations, user data, or other electronic materials created by Customer using Tools that are compatible with SAP software and SAP cloud services and that can be deployed on a Platform Cloud Service or a device.
2.4.   "Excluded Components" means any component that is subject to a license that requires that any other software or services interacting with or hosted alongside such a component be:
      (a) disclosed or distributed in source code form,
      (b) licensed to recipients for the purpose of making derivative works,
      (c) licensed at no charge,
      (d) prohibited for use for commercial purposes, or
      (e) otherwise encumbered in any manner.
2.5.   "Platform Applications" means a set of related functionality deployed by Customer on a Platform Cloud Service that has been reviewed or certified by SAP in accordance with SAP's program guidelines for partner applications. Platform Applications may be developed by Customer using Tools, by SAP, or by a third party for usage by multiple customers.
2.6.   "Platform Cloud Services" means those Cloud Services on which Platform Applications can be built and deployed, as identified in the Services Description Guide.
2.7.   "Tools" means integrated development environments (IDE), software development kits (SDK), applications, editors, application programming interfaces ("APIs"), templates, sample code, data integration connectors, and other similar developer software, documentation, quick start guides, and reference materials that are provided by SAP and utilized by Customer to create Content.
2.8.   "User" means an individual authorized to access a Cloud Service.

3.   USAGE RESTRICTIONS
**3.1.   Except as expressly permitted in the Agreement, Customer may not make Cloud Services or Platform Applications running on or embedding a Cloud Service available as part of a commercial software license or subscription, software-as-a-service, outsourcing, original equipment manufacturer (OEM), or similar commercial arrangement.
**3.2.   A Cloud Service shall not access, directly or indirectly, a third party database(s) licensed under a runtime license from SAP or its Affiliates or any of their respective resellers or distributors, except communication (including data transfers) via application level APIs between the Cloud Service and software applications running on such third party database.

4.   PLATFORM CLOUD SERVICES
**4.1   Platform Applications created by third parties not specifically for Customer must be reviewed or certified by SAP in accordance with SAP's program guidelines for partner applications before they are deployed on Platform Cloud Services.

4.2   Customer may not use, and may not authorize any Authorized Users to use, any Excluded Components in connection with the Platform Cloud Services.

4.3   Any Platform Application deployed on the Platform Cloud Services must include user-authentication functionality (either SAP, third party or customer-developed authentication) that sufficiently captures User access data to determine the number of Users accessing the Platform Application. For purposes of Platform Cloud Services, Users include individuals authorized to access a Platform Application.

4.4   Usage Metrics applicable to Cloud Services included in a Cloud Package that are stated on a "per User" basis are aggregated (multiplied by the total Users in the Cloud Package subscription) for purposes of calculating compliance with Usage Metric limits. Each User can use any amount of such Usage Metric provided the aggregate amount of the Usage Metric used by all Users does exceed the total amount of Customer's subscription.

5.   CONTENT

5.1.   Customer will ensure that the Content will not unreasonably impair, degrade or reduce the performance or security of any SAP software, services, or related technology.

5.2.   Customer owns Content created by Customer under the Agreement subject to SAP's ownership of the Tools and Cloud Service.

5.3.   In exchange for the right to develop Content under the Agreement, Customer covenants, on behalf of itself, successors and assigns, not to assert against SAP, SAP SE, their Affiliates or licensors, any rights in Content, or any claims of any rights, against any SAP product, service, or future SAP development.

5.4.   SAP does not provide any maintenance or support for the Platform Applications and Content under this Agreement.

6.   TOOLS

6.1.   SAP makes the Tools available to Customer solely for the purposes of designing, developing, testing, and demonstrating Content.

6.2.   SAP can make Tools available to Customer on the Platform Cloud Services or by means of download at https://tools.hana.ondemand.com or https://service.sap.com. The use of Tools is subject to Customer's acceptance of separate terms and conditions presented upon download/access to the Tools.

6.3.   Service Level Agreements do not apply to Tools downloaded and utilized in Customer's local environment.

7.   AVAILABILITY

7.1.   The Service Level Agreement for SAP Cloud Services applies to the Cloud Services, provided, however, the System Availability SLA for the Cloud Services is 99.9% per month. Any deviations from the 99.9% System Availability SLA or any aspect of the standard Service Level Agreement for SAP Cloud Services are noted in the applicable Cloud Service terms in the Service Description Guide.

7.2.   Customer is responsible for ensuring that Platform Applications deployed on the Platform Cloud Services are fail safe and capable of automatically restoring their running state without any manual operator intervention in the event of Platform Cloud Services or Cloud Service restart.

8.   BETA SERVICES

Beta Functionality is described as such in the Documentation. SAP may require Customer to accept additional terms to use Beta Functionality. SAP does not warrant or guarantee the correctness and completeness of the Beta Functionality, and Customer will use Beta Functionality at its own risk. SAP may discontinue providing Beta Functionality at any time. Service Level Agreements and Support obligations do not apply to Beta Functionality. No personal data may be processed using Beta Functionality.

Schedule B

SUPPORT POLICY FOR SAP CLOUD SERVICES

This Support Policy for SAP Cloud Services is part of an Agreement for certain SAP Cloud Services ("Agreement") between SAP and Customer.

SUPPORT AND SUCCESS PLAN SERVICES

As part of SAP's ONE Support approach, which provides a consistent support experience for Cloud Services and on-premise solutions, SAP offers the following support levels; SAP Enterprise Support, cloud editions, SAP Preferred Success and SAP Preferred Care. SAP Enterprise Support, cloud editions is included in the subscription fees for SAP Cloud Services stated in the Order Form unless alternative support terms are specified in the Supplemental Terms for the Cloud Service. SAP Preferred Success and SAP Preferred Care is offered for an additional fee, as an add-on to SAP Enterprise Support, cloud editions, for certain SAP Cloud Solutions listed under https://support.sap.com/preferredsuccessproductlist. SAP Preferred Success and SAP Preferred Care are not available, and are not provided, for any third-party cloud services purchased through SAP.

1. SCOPE OF THE SUPPORT AND SUCCESS PLAN SERVICES

Capitalized Terms are further defined in the table below. The support services are available in English language, unless stated otherwise.

1.1 Enterprise Support, cloud editions: Foundational engagement support with focus on customer interaction and issue resolution.

SAP Enterprise Support, cloud editions	
Mission Critical Support	
24x7 Mission Critical Support for P1 and P2 issues (English only)	✓
Non-Mission Critical Support for P3 and P4 issues during business hours (English only)	Monday to Friday 8 am to 6 pm (Local Time Zone), excluding local holidays
Customer Interaction Center 24x7	✓ (as stated below)
Global Support Backbone	✓
End-to-end Supportability	✓
Learning and Empowerment	
Access to remote SAP support content and services, e.g., Meet-the-Expert Sessions	✓
Release Update Information	Self-service through web and community
Collaboration	
SAP Support Advisory Services	✓
Support via web and platform for social business collaboration	✓
Support via chat during business hours in English language for non-Mission Critical Support issues	Currently available for SAP SuccessFactors, SAP Concur, SAP Ariba, SAP Business by Design, SAP Cloud for Customer and SAP S/4HANA Cloud Services
SAP Enterprise Support Reporting	✓
Innovation and Value Realization	
Proactive Checks proposed by SAP	✓
Product Roadmap Update Information	Self-service through web
Refresh of test instance	Self-service or request through web for initiating the refresh as offered and required by respective solution

1.2   SAP Preferred Success: An add-on to SAP Enterprise Support, cloud editions that includes strategic guidance, solution-specific best practices and Success Programs to help drive consumption and value realization (Representation below includes SAP Enterprise Support, cloud editions).

Mission Critical Support	
24x7 Mission Critical Support for P1 and P2 issues (English only)	24x7 prioritized issue handling
Non-Mission Critical Support for P3 and P4 issues during business hours (English only)	Monday to Friday 8 am to 6 pm (Local Time Zone), excluding local holidays
Customer Interaction Center 24x7	✓ (as stated below)
Global Support Backbone	✓
End-to-end Supportability	✓
Learning and Empowerment	
Access to remote SAP support content and services, e.g., Meet-the-Expert Sessions	Access to SAP Preferred Success specific learning content. Customer can have up to 5 Key Users access SAP Learning Hub, solution edition specific to the cloud service
Release Update Information	Solution-specific Release Update Information
Collaboration	
SAP Support Advisory Services	✓
SAP Cloud Service and process-related guidance	Access to Success Resources for full customer lifecycle from onboarding to consumption, including technical and product usage advice, best practices and operational excellence, may include in-person delivery, at SAP's discretion
Regular checkpoint	Access to Success Resources to answer questions related to critical issues, reporting and best practices, may include in-person delivery, at SAP's discretion
Support via web and platform for social business collaboration	Exclusive access to SAP Preferred Success Community
Support via chat during business hours in English language for non-Mission Critical Support issues	Currently available for SAP SuccessFactors, SAP Cloud for Customer and SAP S/4HANA Cloud Services
SAP Enterprise Support Reporting	Enhanced Success Reporting
Innovation and Value Realization	
Access to Success Programs	✓
Proactive Checks proposed by SAP	Automated or self-service Proactive Checks for the specific solution in use
Product Roadmap Update Information	Solution-specific Product Roadmap Update Information
Periodic Cloud Service Review and Planning	Access to Success Resources for checkpoints, cycle planning, challenges and consumption planning, may include in-person delivery, at SAP's discretion
Refresh of test instance	Access to SAP assistance with managing the refreshing of test instances up to two times per year, where applicable

1.3   SAP Preferred Care: An add-on to SAP Enterprise Support, cloud editions that includes strategic guidance and customer-specific best practices to help drive user adoption and value realization (Representation below includes SAP Enterprise Support, cloud editions).

Mission Critical Support	
24x7 Mission Critical Support for P1 and P2 issues (English only)	24x7 prioritized issue handling
Non-Mission Critical Support for P3 and P4 issues during business hours (English only)	Monday to Friday 8 am to 6 pm (Local Time Zone), excluding local holidays
Customer Interaction Center 24x7	✓ (as stated below)
Global Support Backbone	✓
End-to-end Supportability	✓
Learning and Empowerment	
Access to remote SAP support content and services, e.g., Meet-the-Expert Sessions	✓
Release Update Information	Customer-specific Release Update Information
Collaboration	
SAP Support Advisory Services	✓
SAP Cloud Service and process-related guidance	Access to Support Expert for technical and product usage advice, best practices and operational excellence (within customer's region)
Regular Checkpoint	Meeting with Support Expert to review critical issues, reporting and best practices
Support via web and platform for social business collaboration	✓
Support via chat during business hours in English language for non-Mission Critical Support issues	Currently available for SAP SuccessFactors, SAP Concur, SAP Ariba, SAP Business by Design and SAP S/4HANA Cloud Services
SAP Enterprise Support Reporting	✓
Innovation and Value Realization	
Proactive Checks proposed by SAP	Customer-specific Proactive Checks
Product Roadmap Update Information	Customer-specific Product Roadmap Update Information
Periodic Cloud Service Review And Planning	Meeting with Support Expert to discuss checkpoint, cycle planning, challenges and adoption plan
Refresh of test instance	Access to SAP assistance with managing the refreshing of test instances up to two times per year, where applicable.

1.4   Access to Empowerment and Innovation and Value Realization Services.
Empowerment content and session schedules are stated at the SAP Support Portal in the SAP Enterprise Support Academy section. Scheduling, availability and delivery methodology is at SAP's discretion.

Support services related to Empowerment and Innovation and Value Realization as stated above require a customer request and are provided remotely. For example, remote support services may include assisting customers in evaluating the innovation capabilities of the latest updates and technology innovation and how they may be deployed for a customer's business process requirements, or giving a customer guidance in the form of knowledge transfer sessions. Scheduling, availability and delivery methodology are at SAP's discretion.

2. CUSTOMER INTERACTION CENTER LANGUAGES

SAP Support provides initial telephone contact for Customer Contacts through the SAP one support phone number "CALL-1-SAP" (as stated at the CALL-1-SAP page: https://support.sap.com/contactus) and/or via other solution specific hotlines in the following languages: English (available 24 hours all weekdays) and, depending on local office hours and availability, in German, French, Italian, Spanish, Polish, Russian (during European office hours); Japanese, Chinese, Korean, Bahasa (during Asia/Pacific office hours); Portuguese and Spanish (during Latin America office hours). Issues which lead to a support case which is processed by specialized technical support engineers around the world or any support by a third party are in English only.

3. CONTACTING SUPPORT

Beginning on the effective date of a customer's agreement for Cloud Services, that customer may contact SAP's support organization as the primary point of contact for support services.

For contacting SAP's support organization, the current preferred contact channel for SAP Enterprise Support, cloud editions is the SAP Support Portal at https://support.sap.com, unless otherwise set forth in the table below.

SAP Cloud Service	Contact Channels
SAP Concur SAP Ariba SAP Fieldglass SAP Digital Interconnect	https://concursolutions.com https://connect.ariba.com https://www.fieldglass.com/customer-support or embedded in the application help menu https://community.sapmobileservices.com/support (integrated scenarios use SAP Support Portal)
SAP Business ByDesign SAP Cloud for Customer SAP Learning Hub	Embedded in the applicable SAP Cloud Service: • For end-users: The "Help Center", accessible from every screen, • For Key Users: The "Application & User Management Work Center".

Customers that have an assigned Support Expert may contact them directly for solution expertise support.

4. CUSTOMER RESPONSE LEVELS

SAP responds to submitted support cases (also referred to as "case", "incident", or "issue") as described in the table below.

Priority	Definition	Response Level
P1	**Very High:** An incident should be categorized with the priority "very high" if the problem has very serious consequences for normal business processes or IT processes related to core business processes. Urgent work cannot be performed.	**Initial Response:** Within one hour of case submission. **Ongoing Communication:** Unless otherwise communicated by SAP Support, once every hour. **Resolution Target:** SAP to provide for issues either a (i) resolution, or (ii) workaround or (iii) action plan within four hours.

	This is generally caused by the following circumstances: - A productive service is completely down. - The imminent system Go-Live or upgrade of a production system cannot be completed. - The customer's core business processes are seriously affected. A workaround is not available for each circumstance. The incident requires immediate processing because the malfunction may cause serious losses.	
P2	**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 SAP service 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.	**Initial Response:** Within four hours of case submission for SAP Enterprise Support, cloud edition customers and within two hours of case submission for SAP Preferred Success and SAP Preferred Care customers. **Ongoing Communication:** Unless otherwise communicated by SAP Support, once every six hours. **Resolution Target:** SAP to provide for issues either a (i) resolution, or (ii) workaround or (iii) action plan within three business days for SAP Preferred Success and SAP Preferred Care customers only.
P3	**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 SAP service.	**Initial Response:** Within one business day of case submission for SAP Enterprise Support, cloud edition customers, and within four business hours of case being received for SAP Preferred Success and SAP Preferred Care customers. **Ongoing Communication:** Unless otherwise communicated by SAP Support, once every three business days for Non-Defect Issues and ten business days for product defect issues.
P4	**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 SAP service that are not required daily, or are rarely used.	**Initial Response:** Within two business days of case submission for SAP Enterprise Support, cloud editions customers and within one business day of case submission for SAP Preferred Success and SAP Preferred Care customers. **Ongoing Communication:** Unless otherwise communicated by SAP Support, once every week.

The following types of incidents are excluded from customer response levels as described above: (i) incidents regarding a release, version and/or functionalities of SAP Cloud Services developed specifically for customer (including those developed by SAP Custom Development and/or by SAP subsidiaries, or individual content services); (ii) the root cause behind the incident is not a malfunction, but missing functionality ("development request") or the incident is ascribed to a consulting request ("how-to").

5. CUSTOMER'S RESPONSIBILITIES

5.1 **Customer Contact.** In order to receive support hereunder, Customer will designate at least two and up to five qualified English speaking contact persons (each a "Customer Contact", "Designated Support Contact", "Authorized Support Contact", "Key User" or "Application Administrator" – system administrator roles within specific Cloud Services) who are authorized to contact or access the Customer Interaction Center, SAP Support Advisory Services and

Mission Critical Support services. The Customer Contact is responsible for managing all business-related tasks of the Cloud Service related to Customer's business, such as:

(i) Support end users and manage their incidents. This includes searching for known solutions in available documentation and liaising with SAP support in the event of new problems;

(ii) Manage background jobs and the distribution of business tasks across users (if available);

(iii) Manage and monitor connections to Customer's third-party systems (if available);

(iv) Support the adoption of the Cloud Service.

5.2 **Contact Details.** Customer will provide contact details (in particular, e-mail address and telephone number) through which the Customer Contact or the authorized representative of the Customer Contact can be contacted at any time. Customer will update its Customer Contacts for an SAP Cloud Service through the SAP Support Portal at https://support.sap.com or the respective contact channel mentioned in section "Contacting Support" above. Only authorized Customer Contacts may contact SAP's support organization.

5.3 **Cooperation.** To receive support services, Customer will reasonably cooperate with SAP to resolve support incidents, and will have adequate technical expertise and knowledge of its configuration of the SAP Cloud Services to provide relevant information to enable SAP to reproduce, troubleshoot and resolve the experienced error such as e.g. reference ID, issue examples, screenshots.

6. CAPITALIZED TERMS

Below are further explanations of the capitalized terms used above:

Customer Interaction Center 24x7	Units within SAP's support organization that customers may contact for general support related inquiries through the described contact channels.
End-to-end Supportability	Support for incidents that occur in integrated business scenarios consisting of SAP Cloud Services and / or both SAP Cloud Services and other SAP products with a valid support agreement.
Enhanced Success Reporting	Enhanced Success Reporting means access to reports, dashboards, or other reporting components and capabilities regarding the overall engagement, full customer lifecycle, and productive use of the solution, including product consumption, technical and product usage, status of support services, and the achievements hereunder.
Global Support Backbone	SAP's knowledge database and SAP's extranet for knowledge transfer on which SAP makes available content and services to customers and partners of SAP only. The Global Support Backbone also includes the SAP Support Portal at https://support.sap.com.
Go-Live	Go-Live marks the point in time from when, after set-up of the SAP Cloud Services for a customer, the SAP Cloud Services can be used by that customer for processing real data in live operation mode and for running that customer's internal business operations in accordance with its agreement for such SAP Cloud Services.
Local Time Zone	A customer's local time zone, depending on where the customer is headquartered.
Meet-the-Expert Sessions (MTE)	Live webinars focusing on SAP Enterprise Support services and the support aspects of the latest SAP technologies. Recorded sessions are available in the replay library in the SAP Enterprise Support Academy for self-paced consumption.
Mission Critical Support	Global incident handling by SAP for issues related to support hereunder with P1 and P2, including Service Level Agreements for Initial Response, Ongoing

	Communications and Resolution Targets (as set forth in the above table for Response Levels).
Non-Defect Issue	A reported support case that does not involve a defect in the applicable SAP Cloud Service and does not require engineering / development or operations personnel to resolve.
Periodic Cloud Service Review and Planning	Periodic review of key business milestones and objectives for solutions covered under SAP Preferred Care and/or SAP Preferred Success.
SAP Preferred Success Communities	Social media-based empowerment and collaboration, aligning access to peers and SAP experts.
Proactive Checks	Support-services, providing recommendations for the specific customer situation.
Product Roadmap Update Information	Product roadmaps SAP makes generally available to customers as part of customer support. Product Roadmap Update Information is provided for informational purposes only, and SAP does not commit to providing any future products, features or functionality as described in the Product Roadmap Update Information.
Release Update Information	Generally available documented summaries, webinars and videos provided by SAP to inform and instruct customers on new product release changes.
SAP Cloud Service	Any SAP Cloud Service set forth in an applicable Order Form.
SAP Enterprise Support Academy	Content and services in several formats, supporting different learning styles and needs, from ad hoc problem solving to structured, long-term knowledge acquisition.
SAP Enterprise Support Reporting	A report or dashboard analyzing and documenting the status of support services and achievements hereunder (e.g., based on solution monitoring capabilities and support case status).
SAP Support Advisory Services	Access to experts who help customers on support-related requests and advice on the right support deliverables and assets.
Support Expert	A specific SAP customer representative (often referred to as Customer Success Manager) that is assigned to Customers as the primary contact for ongoing management, to provide support case oversight, technical guidance and mentorship, customer-specific information on release updates and guidance on adoption and usage.
Success Resources	Access to automated, guided or direct analysis, reporting, expertise, and knowledge components to drive operational excellence throughout the full customer lifecycle including onboarding, consumption, utilization and operations, as well as technical and product usage. At SAP's discretion, this may include a Support Expert.
Success Programs	A combination or integration of various Success Resources, learning content and platforms (e.g. webinars, chat sessions, etc.), and social business collaboration channels (e.g. communities) delivered in a programmatic or prescriptive approach that support successful deployment, consumption and ongoing value realization.

Schedule C

SERVICE LEVEL AGREEMENT FOR SAP CLOUD SERVICES

1.   Service Level Agreement
This Service Level Agreement for SAP Cloud Services sets forth the System Availability Service Level Agreement ("**SLA**") for the productive version of the applicable SAP Cloud Services to which customer has subscribed ("**SAP Cloud Services**") in an Order Form with SAP.

This Service Level Agreement for SAP Cloud Services shall not apply to any SAP Cloud Service for which a System Availability SLA is explicitly set forth in the applicable Supplemental Terms and Conditions for such SAP Cloud Service or for which the applicability of the System Availability SLA is explicitly excluded in the Agreement.

2.   Definitions
"**Downtime**" means the Total Minutes in the Month during which the productive version of the applicable SAP Cloud Service is not available, except for Excluded Downtimes.
"**Month**" means a calendar month.
"**Monthly Subscription Fees**" means the monthly (or 1/12 of the annual fee) subscription fees paid for the Cloud Service which did not meet the System Availability SLA.
"**Total Minutes in the Month**" are measured 24 hours at 7 days a week during a Month.
"**UTC**" means Coordinated Universal Time standard.

3.   System Availability SLA and Credits

3.1   Claim process, Reports
Customer may claim a credit in the amount described in the table of Section 3.2 below in case of SAP's failure to meet the System Availability SLA, which credit Customer may apply to a future invoice relating to the SAP Cloud Service that did not meet the System Availability SLA.
Claims under this Service Level Agreement for SAP Cloud Services must be made in good faith and by submitting a support case within thirty (30) business days after the end of the relevant Month in which SAP did not meet the System Availability SLA.

SAP will provide to customers a monthly report describing the System Availability percentage for the applicable SAP Cloud Service either (i) by email following a customer's request to its assigned SAP account manager, (ii) through the SAP Cloud Service or (iii) through an online portal made available to customers, if and when such online portal becomes available.

3.2   System Availability

System Availability percentage is calculated as follows:

$$System\ Availability\ Percentage = \left(\frac{Total\ Minutes\ in\ the\ Month - Downtime}{Total\ Minutes\ in\ the\ Month}\right) * 100$$

System Availability SLA	99.5% System Availability percentage during each Month for productive versions
Credit	2% of Monthly Subscription Fees for each 1% below System Availability SLA, not to exceed 100% of Monthly Subscription Fees
Excluded Downtime	Total Minutes in the Month attributable to: (i) a Scheduled Downtime for which a Regular Maintenance Window is described in Section 4 below, or (ii) any other Scheduled Downtime described in Section 4 for which the customer has been notified at least five (5) business days prior to such Scheduled Downtime or (iii) unavailability caused by factors outside of SAP's reasonable control, such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised.
Scheduled Downtime	Scheduled Downtime for the applicable SAP Cloud Services to which customer has subscribed is set forth in Section 4 below entitled "Maintenance Windows for SAP Cloud Services".

4.   Maintenance Windows for SAP Cloud Services

SAP can use the following maintenance windows for Scheduled Downtimes as listed below. Time zones refer to the location of the data center where the SAP Cloud Service is hosted. SAP will provide Customer reasonable notice without undue delay of any major upgrades or emergency maintenance to the SAP Cloud Services.

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region

Concur	Europe:
	  Winter: SAT 10 pm UTC
	  Summer: SAT 9 pm – 1 pm UTC
	Americas:
	  Winter SUN 1 am UTC
	  Summer SUN 12 am UTC
		4 hours	

Fieldglass	Europe: SAT 10 pm UTC
	Americas: SUN 4 am UTC
		4 hours	**Up to 5 times per year**
			(requires 5 days advance notice):
			Europe:
			  Winter: FRI 9 pm – SUN 2 pm UTC
			  Summer: FRI 8 pm – SUN 1 pm UTC
			Americas:
			  Winter: SAT 5 am – SUN 9 pm
			  Summer: SAT 4 am – SUN 8 pm UTC

SAP Agile Data Preparation	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** SAT 12 am - SAT 7 am UTC Summer SAT 1 am - SAT 8 am UTC Winter
SAP Analytics Cloud (formerly BusinessObjects Cloud or Cloud for Analytics or SAP Cloud for EPM (includes Cloud for Planning))	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year*:** APJ: SAT 3 pm – 9 pm UTC Europe: SAT 10 pm – SUN 4 am UTC Americas: SUN 4 am – 10 am UTC * These Maintenance Windows are separate from and in addition to Maintenance Windows of underlying SAP Cloud Platform.
SAP Analytics Hub	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: SAT 3 pm – 9 pm UTC Europe: SAT 10 pm – SUN 4 am UTC Americas: SUN 4 am – 10 am UTC

SAP Anywhere	Americas:
	  WED 6 am - 10 am UTC
	APJ/China:
	  THU 2 pm – 6 pm UTC
		2 hours	**Up to 4 times per year**
			Americas: WED 6 am - 10 am UTC
			APJ/China: THU 2pm - 6 pm UTC

SAP Ariba Cloud Services	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 12 am UTC MENA: FRI 7 pm UTC	4 hours	**Up to 2 Times per year:** APJ: Sat 7pm – 3am UTC Europe: Sat 7pm – 3am UTC Americas: Sat 7pm – 3am UTC MENA: FRI 7pm – 3am UTC
SAP Asset Intelligence Network	APJ: SAT 3pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** Europe: SUN 1:30 am – SUN 5:30 pm UTC
SAP Asset Manager	No downtime required for maintenance		**Up to 4 times per year:** APJ: SAT 12 am – SAT 6 am UTC Europe: SAT 7 am – SAT 1 pm UTC Americas: SAT 1 pm – SAT 7 pm UTC
SAP Asset Strategy and Performance Manager	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year** Europe: FRI 3:30 am FRI 3:30 pm UTC
SAP Authentication 365, SAP LiveLink 365, SAP People Connect 365	Up to Once Every Month Americas: SUN 4 a.m. to 8 a.m. UTC	4 hours	**Up to 4 times per year:** Americas: SAT 4 am to 2:00 pm UTC
SAP Big Data Margin Assurance, cloud edition	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	1 hour	**Up to 4 times per year:** APJ: SAT 12 am – SAT 6 am UTC Europe: SAT 7 am – SAT 1 pm UTC Americas: SAT 1 pm – SAT 7 pm UTC

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region
SAP Brand Impact	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	1 hour	
SAP Browse Manager and Conversion Manager	No downtime required for maintenance		
SAP BusinessByDesign	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 10 pm - SAT 10 pm UTC Europe: SAT 5 am - SUN 5 am UTC Americas: SAT 11 am - SUN 11 am UTC
SAP BusinessOne Cloud Deployment Services, SAP BusinessOne Cloud SAP-hosted Option	Europe: MON 2 am UTC Americas: MON 8 am UTC	4 hours	**Up to 4 times per year:** Europe: SAT 7 am – SAT 1 pm UTC
SAP Cash Application	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** Europe: SAT 7 am – SAT 1 pm UTC

SAP Cloud Appliance Library	**Bi-weekly** (odd calendar weeks):
	APJ, Europe, Americas:
	  Winter: THU 6 am
	  Summer: THU 5 am
		1 hour	**Up to 12 times per year,** during a one (1) hour window made known by SAP at least one (1) week in advance.*
			
			* These Maintenance Windows are separate from and in addition to Maintenance Windows of underlying SAP Cloud Platform.

SAP Cloud for Customer	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Russia: SAT 10 pm Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 10 am - SAT 10 pm UTC Europe: SAT 5 pm - SUN 5 am UTC Russia: SAT 5 pm- SUN 5 am UTC Americas: SAT 11 pm - SUN 11 am UTC
SAP Cloud for Energy	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** Europe: FRI 3:30 am – 3:30 pm
SAP Cloud for Real Estate	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 10 pm – SAT 10 pm UTC Europe: SAT 5 am – SUN 5 am UTC Americas: SAT 11 am – SUN 11 am UTC
SAP Cloud for Travel and Expense	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 10 pm – SAT 10 pm UTC Europe: SAT 5 am – SUN 5 am UTC Americas: SAT 11 am – SUN 11 am UTC
SAP Cloud Identity Access Governance	Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year** Americas: SAT 1 pm – SAT 7 pm UTC
SAP Cloud Peering	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	1 hour	
SAP Cloud Platform	No downtime required for maintenance		**Up to 4 times per year:** APJ: FRI 2 p.m. – FRI 6 p.m. UTC Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. – SAT 8 a.m. UTC
SAP Cloud Platform, ABAP environment	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 9 pm – SAT 9 pm UTC Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region
SAP Cloud Platform API Management	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** APJ: FRI 2 p.m. – SAT 2 p.m. UTC Europe: FRI 10 p.m. – SAT 10 p.m. UTC Americas: SAT 4 a.m. – SUN 4 a.m. UTC
SAP Cloud Platform, Cloud Foundry Environment, Infrastructure	**Up to once every month:** APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 2 p.m. – FRI 6 p.m. UTC Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. – SAT 8 a.m. UTC
SAP Cloud Platform Consent Repository	Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year** Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. –SAT 8 a.m. UTC
SAP Cloud Platform Credential Store	**No downtime required for maintenance**		**Up to 4 times per year** APJ: FRI 2 pm – FRI 6 pm UTC Europe: FRI 10 pm – SAT 2 am Americas: SAT 4 am – SAT 8 am UTC
SAP Cloud Platform Gamification	**Bi-weekly:** APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	1 hour	**Up to 4 times per year:** APJ: FRI 2 p.m. – FRI 6 p.m. UTC Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. – SAT 8 a.m. UTC
SAP Cloud Platform Integration	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** APJ: FRI 2 p.m. – SAT 2 a.m. UTC Europe: FRI 10 p.m. – SAT 10 a.m. UTC Americas: SAT 4 a.m. – SAT 4 p.m. UTC
SAP Cloud Platform Job Scheduler	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 2 p.m. – FRI 6 p.m. UTC Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. – SAT 8 a.m. UTC
SAP Cloud Platform Master Data for Business Partners	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year**
SAP Cloud Platform Mobile Service for app and device management SAP Cloud Platform Mobile Service for SAP Fiori	**Bi-weekly** (odd calendar weeks): APJ, Europe, Americas: SAT 10 pm UTC	4 hours	**Up to 4 times per year:** APJ: FRI 2 p.m. – FRI 6 p.m. UTC Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. – SAT 8 a.m. UTC
SAP Cloud Platform Personal Data Manager	Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year** Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. –SAT 8 a.m. UTC
SAP Cloud Platform SAP HANA service, enterprise edition SAP Cloud Platform SAP HANA service, standard edition	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year for 8 hours:** APJ: FRI 9 pm – SAT 5 am UTC Europe: SAT 4 am – SAT 12 pm UTC Americas: SAT 10 am – SAT 6 pm UTC
SAP Cloud Platform Transport Management	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC		
SAP Cloud Platform Virtual Machine	**Up to once every month:** APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 2 p.m. – FRI 6 p.m. UTC Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. – SAT 8 a.m. UTC
SAP Commerce Cloud	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: SAT 3 pm – SAT 11 pm UTC Europe: SAT 10 pm – SUN 6 am UTC Americas: SUN 4 am – SUN 12 pm UTC

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region
SAP Commerce Cloud, context-driven services	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: APJ: FRI 9 pm – SAT 9 pm Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC
SAP Connected Agriculture	Up to once every month: APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: APJ: SAT 12 am – SAT 6 am UTC Europe: SAT 7 am – SAT 1 pm UTC Americas: SAT 1 pm – SAT 7 pm UTC

SAP Connected Goods	APJ: SAT 3pm UTC
	Europe: SAT 10 pm UTC
	Americas: SUN 4 am UTC
		2 hours	Up to 4 times per year:
			APJ: FRI 2 pm – SUN 7 pm UTC
			Europe
			  Winter: FRI 9 pm – MON 2 am UTC
			  Summer: FRI 8 pm – MON 1 am UTC
			Americas:
			  Winter: SAT 3 am – MON 8 am UTC
			  Summer: SAT 2 am – MON 7 am UTC

SAP Connected Parking	No Downtime required for maintenance		Up to 4 times per year: Europe: SAT 9 pm – MON 5 am UTC Americas: SUN 3am- MON 11 am UTC
SAP Consumer Insight 365	Up to Once Every Month APJ: SAT 3 pm to 7 pm UTC	4 hours	Up to 4 times per year: APJ: SAT 3 pm – Sun 1 am UTC
SAP Consumer Sales Intelligence	Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: Europe: MON 10 pm – TUE 4 am Americas: TUE 10 pm – WED 4 am
SAP Contact Center, Cloud Edition	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: APJ: FRI 2 pm - SUN 7 pm UTC Europe: FRI 9 pm - MON 2 am UTC Americas: SAT 3 am - MON 8 am UTC
SAP Conversational AI	Europe: SAT 10 pm UTC	4 hours	Up to 4 times per year: SAT 4am to SUN 4am UTC
SAP CoPilot	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	
SAP Customer Attribution	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	Up to 4 times per year: Americas: SAT 1pm - SUN 1pm UTC Europe: SAT 7am - SUN 7am UTC
SAP Customer Engagement Center	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: APJ: FRI 3 pm - SUN 7 pm UTC Europe: FRI 10 pm - MON 2 am UTC Americas: SAT 4 am - MON 8 am UTC
SAP Data Custodian	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: Europe: .SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC
SAP Data Privacy Governance	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	5 hours	Up to 4 times per year
SAP Data Quality Management	Europe: SAT 10 pm UTC	1 hour	
SAP Digital Manufacturing Cloud	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year Europe: FRI 3 pm - MON 1 am UTC Americas: SAT 9 pm - MON 7 am UTC
SAP Digital Payments	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	Up to 4 times per year: SAT 7 am to SUN 1 pm UTC

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region
SAP Distributed Manufacturing	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** Europe: FRI 3:30 am – FRI 3:30 pm UTC
SAP Document Compliance	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 2 pm – SAT 2 a.m. UTC Europe: FRI 10 pm – SAT 10 am UTC Americas: SAT 4 am – SAT 4 pm UTC
SAP Edge Services	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** Friday 10:00 pm to Monday 3:00 am UTC
SAP Enable Now	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: THU 8 am - THU 10 pm UTC Europe: THU 3 pm - FRI 5 am UTC Americas: THU 9 pm – FRI 11 am UTC
SAP Enterprise Architecture Designer, cloud edition	Europe: SAT 10 pm UTC	4 hours	**Up to 4 times per year:** Europe: SAT 8 am – 8 pm UTC
SAP Enterprise Chatbot	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: SAT 3 pm – SUN 3 pm UTC Europe: SAT: 10 pm – SUN 10 pm UTC Americas: SUN 4 am – MON 4 am UTC Max downtime 24 hours. Every second Saturday of March, June, September, December.
SAP Enterprise Messaging	No Downtime required for maintenance		**Up to 4 times per year:** APJ: FRI 2 p.m. – FRI 6 p.m. UTC Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. – SAT 8 a.m. UTC
SAP Entitlement Management	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 9 pm – SAT 9 pm UTC Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC

SAP Event Ticketing, Event Ticketing Pro	Europe:
	  MON 12 am &
	  WED 2 am UTC
	
	Americas:
	  MON 5 am &
	  WED 5 am UTC
		5 hours
		1 hour
		
		5 hours
		1 hour	

SAP Exchange Media	No downtime required for maintenance		**Up to 4 times per year** APJ: SAT 12 am – SAP 6 am UTC Europe: SAT 7 am – SAT 1 pm UTC Americas: SAT 1 pm – SAT 7 pm UTC
SAP Field Service Management SAP Crowd Service	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year.**
SAP Financial Statements Insights	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	3 hours	**Up to 4 times per year:** APJ: SAT 7 am – SAT 1 pm UTC Europe: SAT 7 am – SAT 1 pm UTC Americas: SAT 7 am – SAT 1 pm UTC
SAP Fiori Cloud	No downtime required for maintenance		**Up to 4 times per year:** APJ: FRI 2 pm – FRI 6 pm UTC Europe: FRI 10 pm – SAT 2 am UTC Americas: SAT 4 am – SAT 8 am UTC
SAP Global Track and Trace	No downtime required for maintenance		**Odd Numbered Weeks** 5 am to 7 am UTC

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region
SAP Health Engagement	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** Europe: FRI 4 am – FRI 10 am UTC Americas: SAT 5 am – SAT 11 am UTC
SAP Identity **SAP Consent** **SAP Profile**	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	
SAP Innovation Management	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** APJ: FRI 2 pm - MON 6 am UTC Europe: FRI 9 pm - MON 2 pm UTC Americas: SAT 3 am - MON 8 pm UTC
SAP Integrated Business Planning	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC MENA: FRI 7 pm UTC	4 hours	**Up to 4 times per year:** APJ: FRI 9 pm - SAT 9 pm UTC Europe: SAT 4 am - SUN 4 am UTC Americas: SAT 10 am - SUN 10 am UTC MENA: FRI 1 am – SAT 1 am UTC
SAP Intelligent Notification 365	SAT 3 pm UTC	4 hours	
SAP Intelligent Robotic Process Automation	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 9 pm – SAT 9 pm UTC Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC

SAP IoT Application Enablement	Bi-Weekly (odd calendar weeks):
	APJ: SUN 8:30 pm UTC
	Europe:
	  Winter: MON 3:30 am UTC
	  Summer MON 2:30 am UTC
	Americas:
	  Winter: MON 9:30 am UTC
	  Summer: MON 8:30 am UTC
		2 hours	**Up to 4 times per year:**
			APJ: SAT 12 am – SAT 12 pm UTC
			Europe:
			  Winter: SAT 7 am – SAT 7 pm UTC
			  Summer: SAT 6 am – SAT 6 pm UTC
			Americas:
			  Winter: SAT 3 am – SAT 3 pm UTC
			  Summer: SAT 2 am – SAT 2 pm UTC

SAP IoT Connect 365	Up to once every month: SAT 10 pm UTC	4 hours	**Up to 4 times per year:** SAT 7 am – SAT 1 pm UTC
SAP Jam Collaboration, **SAP Jam Communities**	APJ: FRI & SAT 3 pm UTC Europe: FRI & SAT 10 pm UTC (DCs hosted out of Amsterdam DC2 & St Leon Rot DC12 utilize FRI only to accommodate MENA customers) Americas: SAT and SUN 4 am UTC MENA: FRI 7 pm UTC	7 hours	
SAP Knowledge Workspace	Europe: SAT 10 pm UTC	1 hour	**Up to 8 times per year**
SAP Learning Hub	APJ: FRI and SAT 3 pm UTC Europe: FRI and SAT 10 pm UTC (DCs hosted out of Amsterdam DC2 & St Leon Rot DC12 utilize FRI only to accommodate MENA customers) Americas: SAT and SUN 4 am UTC MENA: FRI 7 pm UTC	7 hours	
SAP Leonardo IoT	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year.** Last SAT/SUN of each quarter. 4 hours. APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region

SAP Leonardo IoT Bridge	APJ: SAT 3 pm UTC
	Europe: SAT 10 pm UTC
	Americas: SUN 4 am UTC
		4 hours	**Up to 4 times per year**
			APJ: FRI 2 pm – SUN 7 pm UTC
			Europe:
			  Winter: FRI 9 pm – MON 2 am UTC
			  Summer: FRI 8 pm – MON 1 am UTC
			Americas:
			  Winter: SAT 3 am – MON 8 am UTC
			  Summer: SAT 2 am – MON 7 am

SAP Leonardo machine learning foundation	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 10 pm – SAT 10 pm UTC Europe: SAT 5 am – SUN 5 am UTC Americas: SAT 11 am – SUN 11 am UTC
SAP Live Customer Cloud	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year*:** APJ: SAT 3 pm – 9 pm UTC Europe: SAT 10 pm – SUN 4 am UTC Americas: SUN 4 am – 10 am UTC *These Maintenance Windows are separate from and in addition to Maintenance Windows of underlying SAP Cloud Platform.
SAP Localization Hub, advanced compliance reporting service	Europe: SAT 2 am UTC	2 hours	**Up to 12 times a year** Four (4) hours window made known by SAP at least one (1) week in advance.* * These Maintenance Windows are separate from and in addition to Maintenance Windows of underlying SAP Cloud Platform
SAP Localization Hub, electronic invoicing for Brazil (nota fiscal electronica)	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** Americas: SAT 3 am UTC Europe: SUN 3 am UTC
SAP Localization Hub, tax service	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:**
SAP Logistics Business Network	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 9 pm – SAT 9 pm UTC Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC
SAP Loyalty	Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year**
SAP Marketing Cloud	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC MENA: FRI 7 pm UTC	4 hours	**Up to 4 times per year:** APJ: FRI 9 pm – SAT 9 pm UTC Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC MENA FRI 1 am – SAT 1 am UTC
SAP Market Communication for Utilities	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 2 pm – SAT 2 am UTC Europe: FRI 10 pm – SAT 10 am UTC Americas: SAT 4 am – SAT 4 pm UTC
SAP Market Rates Management	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 10 times per year**
SAP Merchandising	No downtime required for maintenance		
SAP Multi-Bank Connectivity	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** APJ: FRI 2 pm – SUN 7 pm UTC Europe: FRI 9 pm – MON 2 am UTC Americas: SAT 3 am – MON 8 am UTC

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region
SAP Network Logistics Hub (formerly SAP Connected Logistics)	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** APJ, Europe, Americas: Winter (any weekday): 3:30 am – 7:30 am UTC Summer (any weekday): 2:30 am – 6:30 am UTC
SAP Predictive Engineering Insights	APJ, Europe, Americas Winter: FRI 3 pm UTC Summer: FRI 2 pm UTC	2 hours	**Up to 8 times per year:** APJ, Europe, Americas: Winter: FRI 3 pm – MON 7 am UTC Summer: FRI 2 pm – MON 6 am UTC
SAP Predictive Maintenance and Service, Cloud Edition	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** Europe: SUN 3:30 am – SUN 3:30 pm UTC
SAP Product Configuration add on for SAP Commerce **SAP Product Configuration Intelligence** **SAP Product Configuration**	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: SAT 3 pm – SAT 11 pm UTC Europe: SAT 10 pm –SUN 6 am UTC Americas: SUN 4 am –SUN 12 pm UTC
SAP Product Configuration as part of SAP CPQ, edition for variant configuration	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: SAT 3 pm – SAT 11 pm UTC Europe: SAT 10 pm –SUN 6 am UTC Americas: SUN 4 am –SUN 12 pm UTC
SAP Product Content Hub	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 9 pm – SAT 9 pm UTC Europe: SAT 4 am to SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC
SAP Product Stewardship Network	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: TUE 4 am – TUE 11 am UTC Europe: TUE 4 am – TUE 11 am UTC Americas: TUE 4 am – TUE 11 am UTC
SAP RealSpend	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	3 hours	**Up to 4 times per year:** APJ: SAT 7 am – SAT 1 pm UTC Europe: SAT 7 am – SAT 1 pm UTC Americas: SAT 7 am – SAT 1 pm UTC
SAP Resolve	Every third week: APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** APJ: SAT 3 am – MON 8 am UTC Europe: SAT 3 am – MON 8 am UTC Americas: SAT 3 am – MON 8 am UTC
SAP Roambi	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** APJ: SAT 3 pm – 9 pm UTC Europe: SAT 10 pm – SUN 4 am UTC Americas: SUN 4 am – 10 am UTC
S/4HANA Cloud Edition	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC MENA: FRI 7 pm UTC	4 hours	**Up to 4 times per year:** APJ: FRI 9 pm – SAT 9 pm UTC Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC MENA: FRI 1 am – SAT 1 am UTC
S/4HANA Cloud for intelligent product design	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year** SAT 8 am -8 pm based on local data center time zone.
S/4HANA Cloud, single tenant edition	Agreed with customer on request		**Up to 2 times per year.** Determined together with customer.

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region
S/4HANA Finance Cloud for credit integration	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	1 hour	**Up to 4 times per year:** APJ: SAT 12 am - SAT 6 am UTC Europe: SAT 7 am – SAT 1 pm UTC Americas: SAT 1 pm – SAT 7 pm UTC
S/4HANA Finance Cloud for customer payments	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	1 hour	**Up to 4 times per year:** APJ: SAT 12 am - SAT 6 am UTC Europe: SAT 7 pm – SAT 1 pm UTC Americas: SAT 1 pm – SAT 7 pm UTC
SAP Sales and SAP Service	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 10 pm - SAT 10 pm UTC Europe: SAT 5 am - SUN 5 am UTC Americas: SAT 11 am - SUN 11 am UTC
SAP Search and Discovery	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 8 times per year** Europe: FRI 3:30 am - FRI 3:30 pm UTC
SAP Service Ticket Intelligence	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	1 hours	**Up to 4 times per year:** Europe – WED 2 am-4 am UTC Americas: WED 6 am – 8 am UTC
SAP SMS 365, enterprise service	Up to Once every month: All regions: SAT: 6 pm to 10 pm UTC	4 hours	
SAP SportsOne	Bi-Weekly: APJ: MON 10 pm UTC Europe: TUE 5 am UTC Americas: TUE 11 am UTC & APJ: WED 10 pm UTC Europe: THU 5 am UTC Americas: THU 11 am UTC	2 hours 1 hour	**Once per year, 8 hours**
SAP Subscription Billing	Americas: SUN 4 am UTC Europe: 10 pm UTC	4 hours	**Up to 4 times per year** Americas: SUN 4 am - SUN 12 pm UTC Europe: SAT 10 pm – SUN 6 am UTC
SAP SuccessFactors HCM Suite (except Employee Central Payroll)	APJ: FRI and SAT 3 pm UTC Europe: FRI and SAT 10 pm UTC (DCs hosted out of Amsterdam DC2 & St Leon Rot DC12 utilize FRI only to accommodate MENA customers) Americas: SAT and SUN 4 am UTC MENA: FRI 7 pm UTC	7 hours	
SAP SuccessFactors Employee Central Payroll	APJ: SAT 3 pm UTC Europe: FRI 10 pm UTC Americas: SUN 4 am UTC MENA: FRI 7 pm UTC	4 hours	
SAP Supply Base Optimization	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: SAT 12 am - SAT 6 am UTC Europe: SAT 7 pm – SAT 1 pm UTC Americas: SAT 1 pm – SAT 7 pm UTC
SAP Translation Hub	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 12 times per year:** During a 4 hour window made known by SAP at least 1 week in advance.* * These Maintenance Windows are separate from and in addition to Maintenance Windows of underlying SAP Cloud Platform

SAP TwoGo	No downtime required for maintenance		**Up to 12 times per year:**
			Europe:
			  Winter: FRI 9 pm to MON 2 am UTC
			  Summer: FRI 8 pm to MON 1 am UTC

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region
SAP Vehicle Insights	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	**4 hours**	**Up to 4 times per year:** APJ: Winter: SAT 11 am- 11 pm UTC Summer: SAT 10 am- 10 pm UTC Europe: Winter: SAT 7 am- 7 pm UTC Summer: SAT 6 am- 6 pm UTC Americas: Winter: SAT 1 pm- SUN 1 am UTC Summer: SAT 12 pm- SUN 12 am UTC
SAP Vehicles Network	No downtime required for maintenance		**Up to 4 times per year:** APJ: SAT 2 pm- SUN 10 pm UTC Europe: Winter: SAT 9 pm- MON 5 am UTC Summer: SAT 8 pm- MON 4 am UTC Americas: Winter: SUN 3 am- MON 11 am UTC Summer: SUN 2 am- MON 10 am UTC
SAP Watch List Screening	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** FRI 7 am to 10 pm
SAP Work Life	Europe: 10 pm UTC	1 hour	**Up to 8 times per year**
SAP Work Manager, Cloud Edition	No downtime required for maintenance		**Up to 12 times per year:** Europe: THU 6 pm – THU 8 pm UTC

VENDOR BRANDED CLOUD SERVICES	Regular Maintenance Start Time in UTC per region	Duration	Comments & Major Upgrades Timeframe in UTC per region
Ruum by SAP	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	1 Hour	**Up to 3 times per year**
SAP Account Reconciliation & Automation by Blackline SAP Account Reconciliation & Automation by BlackLine, premier edition SAP Intercompany Financial Hub by Blackline	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC There is no scheduled standard downtime for the BlackLine solution, per the VBR: "Scheduled Downtime" means a timeslot not to exceed 1 hour per month to run maintenance and update services on the Provider Service. Provider shall have the option to file a written request to SAP for Scheduled Downtime and both Parties shall jointly agree on such at 10 days prior the requested Scheduled Downtime date. SAP shall not unreasonably withhold agreement to Provider's request for Scheduled Downtime."	1 hour	**Up to 12 times per year:** On request to SAP
SAP Archiving and Document Access by OpenText, cloud edition	**APJ:** SAT 7 am – 12 pm & WED 10 am - 1 pm UTC **Europe:** Frankfurt FRI 7 pm to 12 pm UTC & WED 10 pm to THU 1 am UTC Amstelveen FRI 7 pm to 12 pm UTC & WED 10 pm to THU 1 am UTC & SUN 3 pm to 5 pm UTC **Americas:** Toronto SAT 1 am to 6 am UTC & TUE 8 pm to 11 pm UTC Ashburn SAT 2 am to 6 am UTC Austin SAT 1 am to 6 am & TUE 8 pm to 11 pm UTC Lithia Springs SAT 1 am to 6 am UTC & TUE 8 pm to 11 pm UTC & SUN 2 am to 6 am UTC		
SAP Assessment Management by Questionmark	Europe: SAT 9 am UTC Americas: Winter: SAT 10 am UTC Summer: SAT 9 am UTC	12 hours	Regular Maintenance windows on a third Saturday of each month
SAP Commerce Marketplace Management by Mirakl	0:00 am to 8:00 am UTC upon written request from the partner and mutual agreement.	4 hours	Upon written request from partner and agreement.

VENDOR BRANDED CLOUD SERVICES	Regular Maintenance Start Time in UTC per region	Duration	Comments & Major Upgrades Timeframe in UTC per region

SAP Communication Center by Ancile	(1) APJ: MON 6 pm & WED 6 pm UTC
	    Europe:
	      Winter: TUE 1 am & THU 1 am UTC;
	      Summer: TUE 12 am & THU 12 am UTC
	    Americas:
	      Winter: TUE 7 am & THU 7 am UTC;
	      Summer: TUE 6 am & THU 6 am UTC
	(2) APJ: FRI 6 pm UTC
	    Europe:
	      Winter: SAT 1 am UTC
	      Summer: SAT 12 am UTC
	    Americas:
	      Winter: SAT 7 am UTC;
	      Summer: SAT 6 am UTC
		2 hours
		
		4 hours
			Customer may select from any one of the maintenance window options (1) or (2)

SAP Data Visualization by Zoomdata	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** 11 pm Monday -3 am Tuesday Region Local Time

SAP Digital Asset Management Cloud by OpenText	**Europe:** SAT 7:00 pm UTC
	       SUN 3:00 pm UTC
	
	Americas: SAT 1:00 am UTC
	         SUN 2:00 am UTC
		5 hours
		2 hours
		
		5 hours
		4 hours
			Up to 52 times per year

SAP Energy Self-Service Accelerator for Utilities by SEW, cloud edition Supplement	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	None listed in Solex agreement
SAP Extended Enterprise Content Management by OpenText, cloud edition	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 12 times per year:** Europe: FRI 9:00 a.m. to 1:00 p.m. UTC+1 Americas: FRI 3:00 a.m. to 7:00 a.m. UTC–5 APJ: FRI 4:00 p.m. to 8:00 p.m. UTC+8
SAP Extended Enterprise Content Management by OpenText, add-on for Microsoft Office 365	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 1 time per year:**

VENDOR BRANDED CLOUD SERVICES	Regular Maintenance Start Time in UTC per region	Duration	Comments & Major Upgrades Timeframe in UTC per region

SAP Knowledge Central by Mindtouch	(1) APJ: MON 6 pm & WED 6 pm UTC
	    Europe:
	      Winter: TUE 1 am & THU 1 am
	      UTC
	      Summer: TUE 12 am & THU 12
	      am UTC
	    Americas:
	      Winter: TUE 7 am & THU 7 am
	      UTC
	      Summer: TUE 6 am & THU 6 am
	      UTC
	(2) APJ: FRI 6 pm UTC
	    Europe:
	      Winter: SAT 1 am UTC
	      Summer: SAT 12 am UTC
	    Americas:
	      Winter: SAT 7 am UTC
	      Summer: SAT 6 am UTC
		2 hours
		
		4 hours
			Customer may select from any one of the maintenance window options (1) or (2)
			
			Up to 4 times per year:
			APJ: FRI 2 pm - SAT 2 pm UTC
			Europe:
			  Winter: FRI 9 pm - SAT 9 pm UTC
			  Summer: FRI 8 pm - SAT 8 pm UTC
			Americas:
			  Winter: SAT 3 am - SUN 3 am UTC
			  Summer: SAT 2 am - SUN 2 am UTC

SAP Productivity Pak by Ancile	APJ: SAT 1 pm UTC
	Europe:
	  Winter: SAT 8 pm UTC
	  Summer: SAT 7 pm UTC
	Americas:
	  Winter: SUN 2 am UTC
	  Summer: SUN 1 am UTC
		6 hours	**Up to 4 times per year:**
			APJ: SAT 1 pm – SAT 7 pm UTC
			Europe:
			  Winter: SAT 8 pm – SUN 2 am UTC
			  Summer: SAT 7 pm – SUN 1 am UTC
			Americas:
			  Winter: SUN 2 am – SUN 8 am UTC
			  Summer: SUN 1 am – SUN 7 am UTC

SAP S/4HANA Cloud Invoice Processing by OpenText	Europe:
	  8 pm Friday to 1 am Saturday UTC,
	  4 pm Sunday to 6 pm Sunday UTC
	  (this window may be used a
	  maximum of 4 times per year)
	Americas:
	  3 pm Friday to 8 pm Saturday UTC
	  4 pm Saturday to 8 pm Sunday UTC
		2 hours	

SAP Scheduling and Resource Management by ClickSoftware	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 2 times per year** 30 June, 31 December
SAP Signature Management by DocuSign			To the extent maintenance must be performed on the SAP Cloud Service, SAP shall use maintenance windows for planned downtimes applicable to the SAP cloud solution associated with use of the SAP CloudService.

SAP SuccessFactors Document Management by OpenText	Europe: SAT 19:00 UTC
	             SUN 15:00 UTC
	
	Americas: SAT 1:00 UTC
	             SUN 2:00 UTC
		5 hours
		2 hours
		
		5 hours
		4 hours
			Up to 52 times per year

SAP Time and Attendance Management by Workforce Software
SAP Workforce Forecasting and Scheduling by WorkForce Software
	APJ: SAT 1 pm UTC
	Europe:
	  Winter: SAT 8 pm UTC
	  Summer: SAT 7 pm UTC
	Americas:
	  Winter: SUN 2 am UTC
	  Summer: SAT 1 am UTC
		4 hours	

VENDOR BRANDED CLOUD SERVICES	Regular Maintenance Start Time in UTC per region	Duration	Comments & Major Upgrades Timeframe in UTC per region
SAP Time Management by Kronos	APJ: FRI 2 pm – 4 pm UTC Europe: FRI 11 pm – SAT 3 am UTC Americas: FRI 7 pm – 11 pm UTC	4 hours	**Up to 4 times per year.**

SAP Trade Repository Reporting by Virtusa	APJ, Europe, Americas:
	  Winter: weekdays 7 pm UTC
	  Summer: weekday 6 pm UTC &
	Every fourth MON of every month
	APJ, Europe, Americas:
	  Winter: 11 pm UTC
	  Summer: 10 pm UTC
		2 hours
		
		4 hours
			APJ, Europe, Americas:
			  Winter: SAT 5 am – SUN 8 pm UTC
			  Summer: SAT 4 am – SUN 7 pm UTC

SAP U.S. Benefits Management by Benefitfocus	Americas:
	  Winter: SAT 4 am UTC
	  Summer: SAT 3 am UTC
		8 hours	

SAP User Experience Management by Knoa	Europe: WED 9 pm UTC
	Americas:
	  SAT 10 am UTC
	  THU 3 am UTC
		2 hours
		
		12 hours
		2 hours	

Schedule D

PERSONAL DATA PROCESSING AGREEMENT FOR SAP CLOUD SERVICES

1. BACKGROUND

1.1 Purpose and Application. This document ("**DPA**") is incorporated into the Agreement and forms part of a written (including in electronic form) contract between SAP and Customer. This DPA applies to Personal Data processed by SAP and its Subprocessors in connection with its provision of the Cloud Service. This DPA does not apply to non-production environments of the Cloud Service if such environments are made available by SAP, and Customer shall not store Personal Data in such environments.

1.2 Structure. Appendices 1 and 2 are incorporated into and form part of this DPA. They set out the agreed subject-matter, the nature and purpose of the processing, the type of Personal Data, categories of data subjects and the applicable technical and organizational measures.

1.3 GDPR. SAP and Customer agree that it is each party's responsibility to review and adopt requirements imposed on Controllers and Processors by the General Data Protection Regulation 2016/679 ("**GDPR**"), in particular with regards to Articles 28 and 32 to 36 of the GDPR, if and to the extent applicable to Personal Data of Customer/Controllers that is processed under the DPA. For illustration purposes, Appendix 3 lists the relevant GDPR requirements and the corresponding sections in this DPA.

1.4 Governance. SAP acts as a Processor and Customer and those entities that it permits to use the Cloud Service act as Controllers under the DPA. Customer acts as a single point of contact and is solely responsible for obtaining any relevant authorizations, consents and permissions for the processing of Personal Data in accordance with this DPA, including, where applicable approval by Controllers to use SAP as a Processor. Where authorizations, consent, instructions or permissions are provided by Customer these are provided not only on behalf of the Customer but also on behalf of any other Controller using the Cloud Service. Where SAP informs or gives notice to Customer, such information or notice is deemed received by those Controllers permitted by Customer to use the Cloud Service and it is Customer's responsibility to forward such information and notices to the relevant Controllers.

2. SECURITY OF PROCESSING

2.1 Appropriate Technical and Organizational Measures. SAP has implemented and will apply the technical and organizational measures set forth in Appendix 2. Customer has reviewed such measures and agrees that as to the Cloud Service selected by Customer in the Order Form the measures are appropriate taking into account the state of the art, the costs of implementation, nature, scope, context and purposes of the processing of Personal Data.

2.2 Changes. SAP applies the technical and organizational measures set forth in Appendix 2 to SAP's entire customer base hosted out of the same Data Center and receiving the same Cloud Service. SAP may change the measures set out in Appendix 2 at any time without notice so long as it maintains a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without diminishing the security level protecting Personal Data.

3. SAP OBLIGATIONS

3.1 Instructions from Customer. SAP will process Personal Data only in accordance with documented instructions from Customer. The Agreement (including this DPA) constitutes such documented initial instructions and each use of the Cloud Service then constitutes further instructions. SAP will use reasonable efforts to follow any other Customer instructions, as long as they are required by Data Protection Law, technically feasible and do not require changes to the Cloud Service. If any of the before-mentioned exceptions apply, or SAP otherwise cannot comply

with an instruction or is of the opinion that an instruction infringes Data Protection Law, SAP will immediately notify Customer (email permitted).

3.2 **Processing on Legal Requirement.** SAP may also process Personal Data where required to do so by applicable law. In such a case, SAP shall inform Customer of that legal requirement before processing unless that law prohibits such information on important grounds of public interest.

3.3 **Personnel.** To process Personal Data, SAP and its Subprocessors shall only grant access to authorized personnel who have committed themselves to confidentiality. SAP and its Subprocessors will regularly train personnel having access to Personal Data in applicable data security and data privacy measures.

3.4 **Cooperation.** At Customer's request, SAP will reasonably cooperate with Customer and Controllers in dealing with requests from Data Subjects or regulatory authorities regarding SAP's processing of Personal Data or any Personal Data Breach. SAP shall notify the Customer as soon as reasonably practical about any request it has received from a Data Subject in relation to the Personal Data processing, without itself responding to such request without Customer's further instructions, if applicable. SAP shall provide functionality that supports Customer's ability to correct or remove Personal Data from the Cloud Service, or restrict its processing in line with Data Protection Law. Where such functionality is not provided, SAP will correct or remove any Personal Data, or restrict its processing, in accordance with the Customer's instruction and Data Protection Law.

3.5 **Personal Data Breach Notification.** SAP will notify Customer without undue delay after becoming aware of any Personal Data Breach and provide reasonable information in its possession to assist Customer to meet Customer's obligations to report a Personal Data Breach as required under Data Protection Law. SAP may provide such information in phases as it becomes available. Such notification shall not be interpreted or construed as an admission of fault or liability by SAP.

3.6 **Data Protection Impact Assessment.** If, pursuant to Data Protection Law, Customer (or its Controllers) are required to perform a data protection impact assessment or prior consultation with a regulator, at Customer's request, SAP will provide such documents as are generally available for the Cloud Service (for example, this DPA, the Agreement, audit reports or certifications). Any additional assistance shall be mutually agreed between the Parties.

4.   DATA EXPORT AND DELETION

4.1 **Export and Retrieval by Customer.** During the Subscription Term and subject to the Agreement, Customer can access its Personal Data at any time. Customer may export and retrieve its Personal Data in a standard format. Export and retrieval may be subject to technical limitations, in which case SAP and Customer will find a reasonable method to allow Customer access to Personal Data.

4.2 **Deletion.** Before the Subscription Term expires, Customer may use SAP's self-service export tools (as available) to perform a final export of Personal Data from the Cloud Service (which shall constitute a "return" of Personal Data). At the end of the Subscription Term, Customer hereby instructs SAP to delete the Personal Data remaining on servers hosting the Cloud Service within a reasonable time period in line with Data Protection Law (not to exceed six months) unless applicable law requires retention.

5.   CERTIFICATIONS AND AUDITS

5.1 **Customer Audit.** Customer or its independent third party auditor reasonably acceptable to SAP (which shall not include any third party auditors who are either a competitor of SAP or not suitably qualified or independent) may audit SAP's control environment and security practices relevant to Personal Data processed by SAP only if:

   (a) SAP has not provided sufficient evidence of its compliance with the technical and organizational measures that protect the production systems of the Cloud Service through providing either: (i) a certification as to compliance with ISO 27001 or other standards

(scope as defined in the certificate); or (ii) a valid ISAE3402 and/or ISAE3000 or other SOC1-3 attestation report. Upon Customer's request audit reports or ISO certifications are available through the third party auditor or SAP;

    (b) A Personal Data Breach has occurred;

    (c) An audit is formally requested by Customer's data protection authority; or

    (d) Mandatory Data Protection Law provides Customer with a direct audit right and provided that Customer shall only audit once in any twelve month period unless mandatory Data Protection Law requires more frequent audits.

5.2 **Other Controller Audit.** Any other Controller may audit SAP's control environment and security practices relevant to Personal Data processed by SAP in line with Section 5.1 only if any of the cases set out in Section 5.1 applies to such other Controller. Such audit must be undertaken through and by Customer as set out in Section 5.1 unless the audit must be undertaken by the other Controller itself under Data Protection Law. If several Controllers whose Personal Data is processed by SAP on the basis of the Agreement require an audit, Customer shall use all reasonable means to combine the audits and to avoid multiple audits.

5.3 **Scope of Audit.** Customer shall provide at least sixty days advance notice of any audit unless mandatory Data Protection Law or a competent data protection authority requires shorter notice. The frequency and scope of any audits shall be mutually agreed between the parties acting reasonably and in good faith. Customer audits shall be limited in time to a maximum of three business days. Beyond such restrictions, the parties will use current certifications or other audit reports to avoid or minimize repetitive audits. Customer shall provide the results of any audit to SAP.

5.4 **Cost of Audits.** Customer shall bear the costs of any audit unless such audit reveals a material breach by SAP of this DPA, then SAP shall bear its own expenses of an audit. If an audit determines that SAP has breached its obligations under the DPA, SAP will promptly remedy the breach at its own cost.

6. SUBPROCESSORS

6.1 **Permitted Use.** SAP is granted a general authorization to subcontract the processing of Personal Data to Subprocessors, provided that:

    (a) SAP or SAP SE on its behalf shall engage Subprocessors under a written (including in electronic form) contract consistent with the terms of this DPA in relation to the Subprocessor's processing of Personal Data. SAP shall be liable for any breaches by the Subprocessor in accordance with the terms of this Agreement;

    (b) SAP will evaluate the security, privacy and confidentiality practices of a Subprocessor prior to selection to establish that it is capable of providing the level of protection of Personal Data required by this DPA; and

    (c) SAP's list of Subprocessors in place on the effective date of the Agreement is published by SAP or SAP will make it available to Customer upon request, including the name, address and role of each Subprocessor SAP uses to provide the Cloud Service.

6.2 **New Subprocessors.** SAP's use of Subprocessors is at its discretion, provided that:

    (a) SAP will inform Customer in advance (by email or by posting on the support portal available through SAP Support) of any intended additions or replacements to the list of Subprocessors including name, address and role of the new Subprocessor; and

    (b) Customer may object to such changes as set out in Section 6.3.

6.3 **Objections to New Subprocessors.**

    (a) If Customer has a legitimate reason under Data Protection Law to object to the new Subprocessors' processing of Personal Data, Customer may terminate the Agreement (limited to the Cloud Service for which the new Subprocessor is intended to be used) on written notice to SAP. Such termination shall take effect at the time determined by the Customer which shall be no later than thirty days from the date of SAP's notice to Customer

informing Customer of the new Subprocessor. If Customer does not terminate within this thirty day period, Customer is deemed to have accepted the new Subprocessor.

- **(b)** Within the thirty day period from the date of SAP's notice to Customer informing Customer of the new Subprocessor, Customer may request that the parties come together in good faith to discuss a resolution to the objection. Such discussions shall not extend the period for termination and do not affect SAP's right to use the new Subprocessor(s) after the thirty day period.
- **(c)** Any termination under this Section 6.3 shall be deemed to be without fault by either party and shall be subject to the terms of the Agreement.

6.4 Emergency Replacement. SAP may replace a Subprocessor without advance notice where the reason for the change is outside of SAP's reasonable control and prompt replacement is required for security or other urgent reasons. In this case, SAP will inform Customer of the replacement Subprocessor as soon as possible following its appointment. Section 6.3 applies accordingly.

7. INTERNATIONAL PROCESSING

7.1 Conditions for International Processing. SAP shall be entitled to process Personal Data, including by using Subprocessors, in accordance with this DPA outside the country in which the Customer is located as permitted under Data Protection Law.

7.2 Standard Contractual Clauses. Where (i) Personal Data of an EEA or Swiss based Controller is processed in a country outside the EEA, Switzerland and any country, organization or territory acknowledged by the European Union as safe country with an adequate level of data protection under Art. 45 GDPR, or where (ii) Personal Data of another Controller is processed internationally and such international processing requires an adequacy means under the laws of the country of the Controller and the required adequacy means can be met by entering into Standard Contractual Clauses, then:

- **(a)** SAP and Customer enter into the Standard Contractual Clauses;
- **(b)** Customer enters into the Standard Contractual Clauses with each relevant Subprocessor as follows, either (i) Customer joins the Standard Contractual Clauses entered into by SAP or SAP SE and the Subprocessor as an independent owner of rights and obligations ("Accession Model") or, (ii) the Subprocessor (represented by SAP) enters into the Standard Contractual Clauses with Customer ("Power of Attorney Model"). The Power of Attorney Model shall apply if and when SAP has expressly confirmed that a Subprocessor is eligible for it through the Subprocessor list provided under Section 6.1(c), or a notice to Customer; and/or
- **(c)** Other Controllers whose use of the Cloud Services has been authorized by Customer under the Agreement may also enter into Standard Contractual Clauses with SAP and/or the relevant Subprocessors in the same manner as Customer in accordance with Sections 7.2 (a) and (b) above. In such case, Customer will enter into the Standard Contractual Clauses on behalf of the other Controllers.

7.3 Relation of the Standard Contractual Clauses to the Agreement. Nothing in the Agreement shall be construed to prevail over any conflicting clause of the Standard Contractual Clauses. For the avoidance of doubt, where this DPA further specifies audit and subprocessor rules in sections 5 and 6, such specifications also apply in relation to the Standard Contractual Clauses.

7.4 Governing Law of the Standard Contractual Clauses. The Standard Contractual Clauses shall be governed by the law of the country in which the relevant Controller is incorporated.

8. DOCUMENTATION; RECORDS OF PROCESSING

Each party is responsible for its compliance with its documentation requirements, in particular maintaining records of processing where required under Data Protection Law. Each party shall reasonably assist the other party in its documentation requirements, including providing the information the other party needs from it in a manner reasonably requested by the other party (such

as using an electronic system), in order to enable the other party to comply with any obligations relating to maintaining records of processing.

9. EU ACCESS

9.1 **Optional Service.** EU Access is an optional service that may be offered by SAP. SAP shall provide the Cloud Service eligible for EU Access solely for production instances in accordance with this Section 9. Where EU Access is not expressly specified and agreed in the Order Form, this Section 9 shall not apply.

9.2 **EU Access.** SAP will use only European Subprocessors to provide support requiring access to Personal Data in the Cloud Service and SAP shall not export Personal Data outside of the EEA or Switzerland unless expressly authorized by Customer in writing (e-mail permitted) on a case by case basis; or as excluded under Section 9.4.

9.3 **Data Center Location.** Upon the effective date of the Agreement, the Data Centers used to host Personal Data in the Cloud Service are located in the EEA or Switzerland. SAP will not migrate the Customer instance to a Data Center outside the EEA or Switzerland without Customer's prior written consent (email permitted). If SAP plans to migrate the Customer instance to a Data Center within the EEA or to Switzerland, SAP will notify Customer in writing (email permitted) no later than thirty days before the planned migration.

9.4 **Exclusions.** The following Personal Data is not subject to 9.2 and 9.3:
- **(a)** Contact details of the sender of a support ticket; and
- **(b)** Any other Personal Data submitted by Customer when filing a support ticket. Customer may choose not to transmit Personal Data when filing a support ticket. If this data is necessary for the incident management process, Customer may choose to anonymize that Personal Data before any transmission of the incident message to SAP.

10. DEFINITIONS

Capitalized terms not defined herein will have the meanings given to them in the Agreement.

10.1 **"Controller"** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data; for the purposes of this DPA, where Customer acts as processor for another controller, it shall in relation to SAP be deemed as additional and independent Controller with the respective controller rights and obligations under this DPA.

10.2 **"Data Center"** means the location where the production instance of the Cloud Service is hosted for the Customer in its region, as published at: http://www.sap.com/corporate-en/about/our-company/policies/data-privacy-and-security/location-of-data-center.html or notified to Customer or otherwise agreed in an Order Form.

10.3 **"Data Protection Law"** means the applicable legislation protecting the fundamental rights and freedoms of persons and their right to privacy with regard to the processing of Personal Data under the Agreement (and includes, as far as it concerns the relationship between the parties regarding the processing of Personal Data by SAP on behalf of Customer, the GDPR as a minimum standard, irrespective of whether the Personal Data is subject to GDPR or not).

10.4 **"Data Subject"** means an identified or identifiable natural person as defined by Data Protection Law.

10.5 **"EEA"** means the European Economic Area, namely the European Union Member States along with Iceland, Liechtenstein and Norway.

10.6 **"European Subprocessor"** means a Subprocessor that is physically processing Personal Data in the EEA or Switzerland.

10.7 **"Personal Data"** means any information relating to a Data Subject which is protected under Data Protection Law. For the purposes of the DPA, it includes only personal data which is (i) entered by Customer or its Authorized Users into or derived from their use of the Cloud Service, or (ii) supplied to or accessed by SAP or its Subprocessors in order to provide support under the Agreement. Personal Data is a sub-set of Customer Data (as defined under the Agreement).

10.8 **"Personal Data Breach"** means a confirmed (1) accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or unauthorized third-party access to Personal Data or (2) similar incident involving Personal Data, in each case for which a Controller is required under Data Protection Law to provide notice to competent data protection authorities or Data Subjects.

10.9 **"Processor"** means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller, be it directly as processor of a controller or indirectly as subprocessor of a processor which processes personal data on behalf of the controller.

10.10 **"Standard Contractual Clauses"** or sometimes also referred to the "EU Model Clauses" means the (Standard Contractual Clauses (processors)) or any subsequent version thereof published by the European Commission (which will automatically apply). The Standard Contractual Clauses current as of the effective date of the Agreement are attached hereto as Appendix 4.

10.11 **"Subprocessor"** means SAP Affiliates, SAP SE, SAP SE Affiliates and third parties engaged by SAP, SAP SE or SAP SE's Affiliates in connection with the Cloud Service and which process Personal Data in accordance with this DPA.

Appendix 1 to the DPA and, if applicable, the Standard Contractual Clauses

Data Exporter
The Data Exporter is the Customer who subscribed to a Cloud Service that allows Authorized Users to enter, amend, use, delete or otherwise process Personal Data. Where the Customer allows other Controllers to also use the Cloud Service, these other Controllers are also Data Exporters.

Data Importer
SAP and its Subprocessors provide the Cloud Service that includes the following support:

SAP SE Affiliates support the Cloud Service data centers remotely from SAP facilities in St. Leon/Rot (Germany), India and other locations where SAP employs personnel in the Operations/Cloud Delivery function. Support includes:
- Monitoring the Cloud Service
- Backup & restoration of Customer Data stored in the Cloud Service
- Release and development of fixes and upgrades to the Cloud Service
- Monitoring, troubleshooting and administering the underlying Cloud Service infrastructure and database
- Security monitoring, network-based intrusion detection support, penetration testing

SAP SE Affiliates provide support when a Customer submits a support ticket because the Cloud Service is not available or not working as expected for some or all Authorized Users. SAP answers phones and performs basic troubleshooting, and handles support tickets in a tracking system that is separate from the production instance of the Cloud Service.

Data Subjects
Unless provided otherwise by the Data Exporter, transferred Personal Data relates to the following categories of Data Subjects: employees, contractors, business partners or other individuals having Personal Data stored in the Cloud Service.

Data Categories
The transferred Personal Data concerns the following categories of data:

Customer determines the categories of data per Cloud Service subscribed. Customer can configure the data fields during implementation of the Cloud Service or as otherwise provided by the Cloud Service. The transferred Personal Data typically relates to the following categories of data: name, phone numbers, e-mail address, time zone, address data, system access / usage / authorization data, company name, contract data, invoice data, plus any application-specific data that Authorized Users enter into the Cloud Service and may include bank account data, credit or debit card data.

Special Data Categories (if appropriate)
The transferred Personal Data concerns the following special categories of data: As set out in the Agreement (including the Order Form) if any.

Processing Operations / Purposes
The transferred Personal Data is subject to the following basic processing activities:
- use of Personal Data to set up, operate, monitor and provide the Cloud Service (including Operational and Technical Support)
- provision of Consulting Services;
- communication to Authorized Users
- storage of Personal Data in dedicated Data Centers (multi-tenant architecture)
- upload any fixes or upgrades to the Cloud Service

- back up of Personal Data
- computer processing of Personal Data, including data transmission, data retrieval, data access
- network access to allow Personal Data transfer
- execution of instructions of Customer in accordance with the Agreement.

Appendix 2 to the DPA and, if applicable, the Standard Contractual Clauses – Technical and Organizational Measures

1. TECHNICAL AND ORGANIZATIONAL MEASURES

The following sections define SAP's current technical and organizational measures. SAP may change these at any time without notice so long as it maintains a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without diminishing the security level protecting Personal Data.

1.1 Physical Access Control. Unauthorized persons are prevented from gaining physical access to premises, buildings or rooms where data processing systems that process and/or use Personal Data are located.

Measures:
- SAP protects its assets and facilities using the appropriate means based on the SAP Security Policy
- In general, buildings are secured through access control systems (e.g., smart card access system).
- As a minimum requirement, the outermost entrance points of the building must be fitted with a certified key system including modern, active key management.
- Depending on the security classification, buildings, individual areas and surrounding premises may be further protected by additional measures. These include specific access profiles, video surveillance, intruder alarm systems and biometric access control systems.
- Access rights are granted to authorized persons on an individual basis according to the System and Data Access Control measures (see Section 1.2 and 1.3 below). This also applies to visitor access. Guests and visitors to SAP buildings must register their names at reception and must be accompanied by authorized SAP personnel.
- SAP employees and external personnel must wear their ID cards at all SAP locations.

Additional measures for Data Centers:
- All Data Centers adhere to strict security procedures enforced by guards, surveillance cameras, motion detectors, access control mechanisms and other measures to prevent equipment and Data Center facilities from being compromised. Only authorized representatives have access to systems and infrastructure within the Data Center facilities. To protect proper functionality, physical security equipment (e.g., motion sensors, cameras, etc.) undergo maintenance on a regular basis.
- SAP and all third-party Data Center providers log the names and times of authorized personnel entering SAP's private areas within the Data Centers.

1.2 System Access Control. Data processing systems used to provide the Cloud Service must be prevented from being used without authorization.

Measures:
- Multiple authorization levels are used when granting access to sensitive systems, including those storing and processing Personal Data. Authorizations are managed via defined processes according to the SAP Security Policy
- All personnel access SAP's systems with a unique identifier (user ID).
- SAP has procedures in place so that requested authorization changes are implemented only in accordance with the SAP Security Policy (for example, no rights are granted without authorization). In case personnel leaves the company, their access rights are revoked.
- SAP has established a password policy that prohibits the sharing of passwords, governs responses to password disclosure, and requires passwords to be changed on a regular basis and default passwords to be altered. Personalized user IDs are assigned for authentication. All passwords must fulfill defined minimum requirements and are stored in encrypted form. In the case of domain

passwords, the system forces a password change every six months in compliance with the requirements for complex passwords. Each computer has a password-protected screensaver.
- The company network is protected from the public network by firewalls.
- SAP uses up-to-date antivirus software at access points to the company network (for e-mail accounts), as well as on all file servers and all workstations.
- Security patch management is implemented to provide regular and periodic deployment of relevant security updates. Full remote access to SAP's corporate network and critical infrastructure is protected by strong authentication.

1.3 Data Access Control. Persons entitled to use data processing systems gain access only to the Personal Data that they have a right to access, and Personal Data must not be read, copied, modified or removed without authorization in the course of processing, use and storage.

Measures:
- As part of the SAP Security Policy, Personal Data requires at least the same protection level as "confidential" information according to the SAP Information Classification standard.
- Access to Personal Data is granted on a need-to-know basis. Personnel have access to the information that they require in order to fulfill their duty. SAP uses authorization concepts that document grant processes and assigned roles per account (user ID). All Customer Data is protected in accordance with the SAP Security Policy.
- All production servers are operated in the Data Centers or in secure server rooms. Security measures that protect applications processing Personal Data are regularly checked. To this end, SAP conducts internal and external security checks and penetration tests on its IT systems.
- SAP does not allow the installation of software that has not been approved by SAP.
- An SAP security standard governs how data and data carriers are deleted or destroyed once they are no longer required.

1.4 Data Transmission Control. Except as necessary for the provision of the Cloud Services in accordance with the Agreement, Personal Data must not be read, copied, modified or removed without authorization during transfer. Where data carriers are physically transported, adequate measures are implemented at SAP to provide the agreed-upon service levels (for example, encryption and lead-lined containers).

Measures:
- Personal Data in transfer over SAP internal networks is protected according to SAP Security Policy.
- When data is transferred between SAP and its customers, the protection measures for the transferred Personal Data are mutually agreed upon and made part of the relevant agreement. This applies to both physical and network based data transfer. In any case, the Customer assumes responsibility for any data transfer once it is outside of SAP-controlled systems (e.g. data being transmitted outside the firewall of the SAP Data Center).

1.5 Data Input Control. It will be possible to retrospectively examine and establish whether and by whom Personal Data have been entered, modified or removed from SAP data processing systems.

Measures:
- SAP only allows authorized personnel to access Personal Data as required in the course of their duty.
- SAP has implemented a logging system for input, modification and deletion, or blocking of Personal Data by SAP or its subprocessors within the Cloud Service to the extent technically possible.

1.6 Job Control. Personal Data being processed on commission (i.e., Personal Data processed on a customer's behalf) is processed solely in accordance with the Agreement and related instructions of the customer.

Measures:
- SAP uses controls and processes to monitor compliance with contracts between SAP and its customers, subprocessors or other service providers.
- As part of the SAP Security Policy, Personal Data requires at least the same protection level as "confidential" information according to the SAP Information Classification standard.
- All SAP employees and contractual subprocessors or other service providers are contractually bound to respect the confidentiality of all sensitive information including trade secrets of SAP customers and partners.

1.7 Availability Control. Personal Data will be protected against accidental or unauthorized destruction or loss.

Measures:
- SAP employs regular backup processes to provide restoration of business-critical systems as and when necessary.
- SAP uses uninterrupted power supplies (for example: UPS, batteries, generators, etc.) to protect power availability to the Data Centers.
- SAP has defined business contingency plans for business-critical processes and may offer disaster recovery strategies for business critical Services as further set out in the Documentation or incorporated into the Order Form for the relevant Cloud Service.
- Emergency processes and systems are regularly tested.

1.8 Data Separation Control. Personal Data collected for different purposes can be processed separately.

Measures:
- SAP uses the technical capabilities of the deployed software (for example: multi- tenancy, or separate system landscapes) to achieve data separation among Personal Data originating from multiple customers.
- Customer (including its Controllers) has access only to its own data.
- If Personal Data is required to handle a support incident from Customer, the data is assigned to that particular message and used only to process that message; it is not accessed to process any other messages. This data is stored in dedicated support systems.

1.9 Data Integrity Control. Personal Data will remain intact, complete and current during processing activities.

Measures:
SAP has implemented a multi-layered defense strategy as a protection against unauthorized modifications.
In particular, SAP uses the following to implement the control and measure sections described above:
- Firewalls;
- Security Monitoring Center;
- Antivirus software;
- Backup and recovery;

- External and internal penetration testing;
- Regular external audits to prove security measures.

Appendix 3 to the DPA and, if applicable, the Standard Contractual Clauses

The following table sets out the relevant Articles of GDPR and corresponding terms of the DPA for illustration purposes only.

Article of GDPR	Section of DPA	Click on link to see Section
28(1)	2 and Appendix 2	Security of Processing and Appendix 2, Technical and Organizational Measures.
28(2), 28(3) (d) and 28 (4)	6	SUBPROCESSORS
28 (3) sentence 1	1.1 and Appendix 1, 1.2	Purpose and Application. Structure.
28(3) (a) and 29	3.1 and 3.2	Instructions from Customer. Processing on Legal Requirement.
28(3) (b)	3.3	Personnel.
28(3) (c) and 32	2 and Appendix 2	Security of Processing and Appendix 2, Technical and Organizational Measures.
28(3) (e)	3.4	Cooperation.
28(3) (f) and 32-36	2 and Appendix 2, 3.5, 3.6	Security of Processing and Appendix 2, Technical and Organizational Measures. Personal Data Breach Notification. Data Protection Impact Assessment.
28(3) (g)	4	Data export and Deletion
28(3) (h)	5	CERTIFICATIONS AND AUDITS
28 (4)	6	SUBPROCESSORS
30	8	Documentation: Records of processing
46(2) (c)	7.2	Standard Contractual Clauses.

Appendix 4
STANDARD CONTRACTUAL CLAUSES (PROCESSORS)[1]

For the purposes of Article 26(2) of Directive 95/46/EC (or, after 25 May 2018, Article 44 et seq. of Regulation 2016/79) for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Customer also on behalf of the other Controllers
(in the Clauses hereinafter referred to as the '**data exporter**')

and

SAP
(in the Clauses hereinafter referred to as the '**data importer**')

each a 'party'; together 'the parties',

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

(a)   'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b)   'the data exporter' means the controller who transfers the personal data;

(c)   'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d)   'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

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[1] Pursuant to Commission Decision of 5 February 2010 (2010/87/EU)

(e)   'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f)   'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1.   The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2.   The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7,Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3.   The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4.   The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a)   that the processing, including the transfer itself, of the personal data has been and will

continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b)   that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c)   that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d)   that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e)   that it will ensure compliance with the security measures;

(f)   that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g)   to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h)   to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i)   that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j)   that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

(a)   to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it

agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b)   that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c)   that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d)   that it will promptly notify the data exporter about:

(i)   any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;

(ii)   any accidental or unauthorised access; and

(iii)   any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e)   to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f)   at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g)   to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h)   that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

(i)   that the processing services by the sub-processor will be carried out in accordance with Clause 11;

(j)   to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1.   The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

2.   If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3.   If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1.   The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a)   to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b)   to refer the dispute to the courts in the Member State in which the data exporter is established.

2.   The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1.   The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2.   The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3.   The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9

Governing law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Sub-processing

1.   The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfill its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

2.   The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such

third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

3.   The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4.   The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data-processing services

1.   The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2.   The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

Schedule E

GENERAL TERMS AND CONDITIONS FOR SAP CLOUD SERVICES ("GTC")

1. DEFINITIONS
Commonly used capitalized terms are defined in the Glossary at the end of the document.

2. USAGE RIGHTS AND RESTRICTIONS
2.1 Grant of Rights.
SAP grants to Customer a non-exclusive, non-transferable and world-wide right to use the Cloud Service (including its implementation and configuration), Cloud Materials and Documentation solely for Customer's and its Affiliates' internal business operations. Permitted uses and restrictions of the Cloud Service also apply to Cloud Materials and Documentation.

2.2 Authorized Users.
Customer may permit Authorized Users to use the Cloud Service. Usage is limited to the Usage Metrics and volumes stated in the Order Form. Access credentials for the Cloud Service may not be used by more than one individual, but may be transferred from one individual to another if the original user is no longer permitted to use the Cloud Service. Customer is responsible for breaches of the Agreement caused by Authorized Users.

2.3 Acceptable Use Policy.
With respect to the Cloud Service, Customer will not:
(a)   disassemble, decompile, reverse-engineer, copy, translate or make derivative works,
(b)   transmit any content or data that is unlawful or infringes any intellectual property rights, or
(c)   circumvent or endanger its operation or security.

2.4 Verification of Use.
Customer will monitor its own use of the Cloud Service and report any use in excess of the Usage Metrics and volume. SAP may monitor use to verify compliance with Usage Metrics, volume and the Agreement.

2.5 Suspension of Cloud Service.
SAP may suspend use of the Cloud Service if continued use may result in material harm to the Cloud Service or its users. SAP will promptly notify Customer of the suspension. SAP will limit the suspension in time and scope as reasonably possible under the circumstances.

2.6 Third Party Web Services.
The Cloud Service may include integrations with web services made available by third parties (other than SAP SE or its Affiliates) that are accessed through the Cloud Service and subject to terms and conditions with those third parties. These third party web services are not part of the Cloud Service and the Agreement does not apply to them.

3. SAP RESPONSIBILITIES
3.1 Provisioning.
SAP provides access to the Cloud Service as described in the Agreement.

3.2 Support.
SAP provides support for the Cloud Service as referenced in the Order Form.

3.3 Security.
SAP uses reasonable security technologies in providing the Cloud Service. As a data processor, SAP will implement technical and organizational measures referenced in the Order Form to secure personal data processed in the Cloud Service in accordance with applicable data protection law.

3.4 Modifications.
(a)   The Cloud Service and SAP Policies may be modified by SAP. SAP will inform Customer of modifications by email, the support portal, release notes, Documentation or the Cloud Service. The information will be delivered by email if the modification is not solely an

enhancement. Modifications may include optional new features for the Cloud Service, which Customer may use subject to the then-current Supplement.

(b)   If Customer establishes that a modification is not solely an enhancement and materially reduces the Cloud Service, Customer may terminate its subscriptions to the affected Cloud Service by providing written notice to SAP within thirty days after receipt of SAP's informational notice.

3.5   Analyses.

SAP, SAP SE or SAP Affiliates may use anonymous information relating to use of the Cloud Service and Consulting Services to prepare analyses. Analyses do not contain Customer Confidential Information. Examples of analyses include: optimizing resources and support, research and development, verification of security and data integrity, internal demand planning, industry developments and anonymous benchmarking with other Customers. SAP may provide non-anonymous benchmarking services with Customer's prior written consent.

4.   CUSTOMER AND PERSONAL DATA

4.1   Customer Data.

Customer is responsible for the Customer Data and entering it into the Cloud Service. Customer grants to SAP (including SAP SE, its Affiliates and subcontractors) a nonexclusive right to process Customer Data (including personal data) solely to provide and support the Cloud Service.

4.2   Personal Data.

Customer will collect and maintain all personal data contained in the Customer Data in compliance with applicable data privacy and protection laws.

4.3   Security.

Customer will maintain reasonable security standards for its Authorized Users' use of the Cloud Service.

4.4   Access to Customer Data.

(a)   During the Subscription Term, Customer can access its Customer Data at any time. Customer may export and retrieve its Customer Data in a standard format. Export and retrieval may be subject to technical limitations, in which case SAP and Customer will find a reasonable method to allow Customer access to Customer Data.

(b)   Before the Subscription Term expires, Customer may use SAP's self-service export tools (as available) to perform a final export of Customer Data from the Cloud Service.

(c)   At the end of the Agreement, SAP will delete the Customer Data remaining on servers hosting the Cloud Service unless applicable law requires retention. Retained data is subject to the confidentiality provisions of the Agreement.

(d)   In the event of third party legal proceedings relating to the Customer Data, SAP will cooperate with Customer and comply with applicable law (both at Customer's expense) with respect to handling of the Customer Data.

5.   FEES AND TAXES

5.1   Fees and Payment.

Customer will pay fees as stated in the Order Form. After prior written notice, SAP may suspend Customer's use of the Cloud Service until payment is made. Customer cannot withhold, reduce or set-off fees owed nor reduce Usage Metrics during the Subscription Term. All Order Forms are non-cancellable and fees non-refundable.

5.2   Taxes.

Fees and other charges imposed under an Order Form will not include taxes, all of which will be for Customer's account. Customer is responsible for all taxes, other than SAP's income and payroll taxes. Customer must provide to SAP any direct pay permits or valid tax-exempt certificates prior to signing an Order Form. If SAP is required to pay taxes (other than its income and payroll taxes), Customer will reimburse SAP for those amounts and indemnify SAP for any taxes and related costs paid or payable by SAP attributable to those taxes.

6. TERM AND TERMINATION

6.1 Term.

The Subscription Term is as stated in the Order Form.

6.2 Termination.

A party may terminate the Agreement:

(a) upon thirty days written notice of the other party's material breach unless the breach is cured during that thirty day period,

(b) as permitted under Sections 3.4(b), 7.2(b), 7.4(c), or 8.1(c) (with termination effective thirty days after receipt of notice in each of these cases), or

(c) immediately if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise materially breaches Sections 11 or 12.6.

6.3 Refund and Payments.

For termination by Customer or an 8.1(c) termination, Customer will be entitled to:

(a) a pro-rata refund in the amount of the unused portion of prepaid fees for the terminated subscription calculated as of the effective date of termination, and

(b) a release from the obligation to pay fees due for periods after the effective date of termination.

6.4 Effect of Expiration or Termination.

Upon the effective date of expiration or termination of the Agreement:

(a) Customer's right to use the Cloud Service and all SAP Confidential Information will end,

(b) Confidential Information of the disclosing party will be returned or destroyed as required by the Agreement, and

(c) termination or expiration of the Agreement does not affect other agreements between the parties.

6.5 Survival.

Sections 1, 5, 6.3, 6.4, 6.5, 8, 9, 10, 11, and 12 will survive the expiration or termination of the Agreement.

7. WARRANTIES

7.1 Compliance with Law.

Each party warrants its current and continuing compliance with all laws and regulations applicable to it in connection with:

(a) in the case of SAP, the operation of SAP's business as it relates to the Cloud Service, and

(b) in the case of Customer, the Customer Data and Customer's use of the Cloud Service.

7.2 Good Industry Practices.

SAP warrants that it will provide the Cloud Service:

(a) in substantial conformance with the Documentation; and

(b) with the degree of skill and care reasonably expected from a skilled and experienced global supplier of services substantially similar to the nature and complexity of the Cloud Service.

7.3 Remedy.

Customer's sole and exclusive remedies and SAP's entire liability for breach of the warranty under Section 7.2 will be:

(a) the re-performance of the deficient Cloud Service, and

(b) if SAP fails to re-perform, Customer may terminate its subscription for the affected Cloud Service. Any termination must occur within three months of SAP's failure to re-perform.

7.4 System Availability.

(a) SAP warrants to maintain an average monthly system availability for the production system of the Cloud Service as defined in the applicable service level agreement or Supplement ("SLA").

(b) Customer's sole and exclusive remedy for SAP's breach of the SLA is the issuance of a credit in the amount described in the SLA. Customer will follow SAP's posted credit claim procedure. When the validity of the service credit is confirmed by SAP in writing (email permitted), Customer may apply the credit to a future invoice for the Cloud Service or request a refund for the amount of the credit if no future invoice is due.

(c) In the event SAP fails to meet the SLA (i) for four consecutive months, or (ii) for five or more months during any twelve months period, or (iii) at a system availability level of least 95% for one calendar month, Customer may terminate its subscriptions for the affected Cloud Service by providing SAP with written notice within thirty days after the failure.

7.5 Warranty Exclusions.

The warranties in Sections 7.2 and 7.4 will not apply if:

(a) the Cloud Service is not used in accordance with the Agreement or Documentation,

(b) any non-conformity is caused by Customer, or by any product or service not provided by SAP, or

(c) the Cloud Service was provided for no fee.

7.6 Disclaimer.

Except as expressly provided in the Agreement, neither SAP nor its subcontractors make any representation or warranties, express or implied, statutory or otherwise, regarding any matter, including the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of or integration with any products or services provided under the Agreement, or that the operation of any products or services will be secure, uninterrupted or error free. Customer agrees that it is not relying on delivery of future functionality, public comments or advertising of SAP or product roadmaps in obtaining subscriptions for any Cloud Service.

8. THIRD PARTY CLAIMS

8.1 Claims Brought Against Customer.

(a) SAP will defend Customer against claims brought against Customer and its Affiliates by any third party alleging that Customer's and its Affiliates' use of the Cloud Service infringes or misappropriates a patent claim, copyright, or trade secret right. SAP will indemnify Customer against all damages finally awarded against Customer (or the amount of any settlement SAP enters into) with respect to these claims.

(b) SAP's obligations under Section 8.1 will not apply if the claim results from (i) Customer's breach of Sections 2, (ii) use of the Cloud Service in conjunction with any product or service not provided by SAP, or (iii) use of the Cloud Service provided for no fee.

(c) In the event a claim is made or likely to be made, SAP may (i) procure for Customer the right to continue using the Cloud Service under the terms of the Agreement, or (ii) replace or modify the Cloud Service to be non-infringing without material decrease in functionality. If these options are not reasonably available, SAP or Customer may terminate Customer's subscription to the affected Cloud Service upon written notice to the other.

8.2 Claims Brought Against SAP.

Customer will defend SAP against claims brought against SAP, SAP SE, its Affiliates and subcontractors by any third party related to Customer Data.

Customer will indemnify SAP against all damages finally awarded against SAP, SAP SE, its Affiliates and subcontractors (or the amount of any settlement Customer enters into) with respect to these claims.

8.3 Third Party Claim Procedure.

    (a)   The party against whom a third party claim is brought will timely notify the other party in writing of any claim, reasonably cooperate in the defense and may appear (at its own expense) through counsel reasonably acceptable to the party providing the defense.

    (b)   The party that is obligated to defend a claim will have the right to fully control the defense.

    (c)   Any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by, the party against whom the claim is brought.

8.4 Exclusive Remedy.

The provisions of Section 8 state the sole, exclusive, and entire liability of the parties, their Affiliates, Business Partners and subcontractors to the other party, and is the other party's sole remedy, with respect to covered third party claims and to the infringement or misappropriation of third party intellectual property rights.

9. LIMITATION OF LIABILITY

9.1 Unlimited Liability.

Neither party will exclude or limit its liability for damages resulting from:

    (a)   the parties' obligations under Section 8.1(a) and 8.2,

    (b)   unauthorized use or disclosure of Confidential Information,

    (c)   either party's breach of its data protection and security obligations that result in an unauthorized use or disclosure of personal data,

    (d)   death or bodily injury arising from either party's gross negligence or willful misconduct, or

    (e)   any failure by Customer to pay any fees due under the Agreement.

9.2 Liability Cap.

Subject to Sections 9.1 and 9.3, the maximum aggregate liability of either party (or its respective Affiliates or SAP's subcontractors) to the other or any other person or entity for all events (or series of connected events) arising in any twelve month period will not exceed the annual subscription fees paid for the applicable Cloud Service directly causing the damage for that twelve month period. Any "twelve month period" commences on the Subscription Term start date or any of its yearly anniversaries.

9.3 Exclusion of Damages.

Subject to Section 9.1:

    (a)   neither party (nor its respective Affiliates or SAP's subcontractors) will be liable to the other party for any special, incidental, consequential, or indirect damages, loss of good will or business profits, work stoppage or for exemplary or punitive damages, and

    (b)   SAP will not be liable for any damages caused by any Cloud Service provided for no fee.

9.4 Risk Allocation.

The Agreement allocates the risks between SAP and Customer. The fees for the Cloud Service and Consulting Services reflect this allocation of risk and limitations of liability.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 SAP Ownership.

SAP, SAP SE, their Affiliates or licensors own all intellectual property rights in and related to the Cloud Service, Cloud Materials, Documentation, Consulting Services, design contributions, related knowledge or processes, and any derivative works of them. All rights not expressly granted to Customer are reserved to SAP, SAP SE and its licensors.

10.2 Customer Ownership.

Customer retains all rights in and related to the Customer Data.

10.3 Non-Assertion of Rights.
Customer covenants, on behalf of itself and its successors and assigns, not to assert against SAP, SAP SE, their Affiliates or licensors, any rights, or any claims of any rights, in any Cloud Service, Cloud Materials, Documentation, or Consulting Services.

11. CONFIDENTIALITY
11.1 Use of Confidential Information.
(a) Unless deemed as a public record pursuant to Chapter 119, Florida Statues, the receiving party will protect all Confidential Information of the disclosing party as strictly confidential to the same extent it protects its own Confidential Information, and not less than a reasonable standard of care. Receiving party will not disclose any Confidential Information of the disclosing party to any person other than its personnel, representatives or Authorized Users whose access is necessary to enable it to exercise its rights or perform its obligations under the Agreement and who are under obligations of confidentiality substantially similar to those in Section 11. Customer will not disclose the Agreement or the pricing to any third party.

(b) Confidential Information of either party disclosed prior to execution of the Agreement will be subject to Section 11.

(c) In the event of legal proceedings relating to the Confidential Information, the receiving party will cooperate with the disclosing party and comply with applicable law (all at disclosing party's expense) with respect to handling of the Confidential Information.

(d) Notwithstanding any terms and conditions to the contrary, disclosure of any confidential information received by Customer will be governed by the provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

11.2 Exceptions.
The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that:

(a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information,

(b) is generally available to the public without breach of the Agreement by the receiving party,

(c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions, or

(d) the disclosing party agrees in writing is free of confidentiality restrictions.

11.3 Publicity.
Except as required by Customer under the Florida Open Meetings Law and/or the Florida Sunshine Law, neither party will use the name of the other party in publicity activities without the prior written consent of the other, except that Customer agrees that SAP may use Customer's name in customer listings or quarterly calls with its investors or, at times mutually agreeable to the parties, as part of SAP's marketing efforts (including reference calls and stories, press testimonials, site visits, SAPPHIRE participation). Customer agrees that SAP may share information on Customer with its Affiliates for marketing and other business purposes and that it has secured appropriate authorizations to share Customer employee contact information with SAP.

12. MISCELLANEOUS
12.1 Severability.
If any provision of the Agreement is held to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.

12.2 No Waiver.
A waiver of any breach of the Agreement is not deemed a waiver of any other breach.

12.3 Electronic Signature.
Electronic signatures that comply with applicable law are deemed original signatures. Upon Customer's request, SAP will execute agreed upon documentation with written signature.

12.4 Regulatory Matters.
SAP Confidential Information is subject to export control laws of various countries, including the laws of the United States and Germany. Customer will not submit SAP Confidential Information to any government agency for licensing consideration or other regulatory approval, and will not export SAP Confidential Information to countries, persons or entities if prohibited by export laws.

12.5 Notices.
All notices will be in writing and given when delivered to the address set forth in an Order Form with copy to the legal department. Notices by SAP relating to the operation or support of the Cloud Service and those under Sections 3.4 and 5.1 may be in the form of an electronic notice to Customer's authorized representative or administrator identified in the Order Form.

12.6 Assignment.
Without SAP's prior written consent, Customer may not assign or transfer the Agreement (or any of its rights or obligations) to any party. SAP may assign the Agreement to SAP SE or any of its Affiliates, subject to Customer's prior written consent, not to be unreasonably withheld; provided however that SAP may assign the Agreement to its parent corporation without Customer consent.

12.7 Subcontracting.
SAP may subcontract parts of the Cloud Service or Consulting Services to third parties. SAP is responsible for breaches of the Agreement caused by its subcontractors.

12.8 Relationship of the Parties.
The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by the Agreement.

12.9 Force Majeure.
Any delay in performance (other than for the payment of amounts due) caused by conditions beyond the reasonable control of the performing party is not a breach of the Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance.

12.10 Governing Law.
The Agreement and any claims relating to its subject matter will be governed by and construed under the laws of the State of Florida, without reference to its conflicts of law principles. All disputes will be subject to the exclusive jurisdiction of the courts located in the State of Florida. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement. Either party must initiate a cause of action for any claim(s) relating to the Agreement and its subject matter within one year from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

12.11 Entire Agreement.
The Agreement constitutes the complete and exclusive statement of the agreement between SAP and Customer in connection with the parties' business relationship related to the subject matter of the Agreement. All previous representations, discussions, and writings (including any confidentiality agreements) are merged in and superseded by the applicable Agreement and the parties disclaim any reliance on them. An Agreement may be modified solely in writing signed by both parties, except as permitted under Section 3.4. An Agreement will prevail over terms and conditions of any Customer-issued purchase order, which will have no force and effect, even if SAP accepts or does not otherwise reject the purchase order.

Glossary

1.1 **"Affiliate"** of a party means any legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the entity's shares or voting rights. Any legal entity will be considered an Affiliate as long as that interest is maintained.

1.2 **"Agreement"** means an Order Form and documents incorporated into an Order Form.

1.3 **"Authorized User"** means any individual to whom Customer grants access credentials to use the Cloud Service that is an employee, agent, contractor or representative of
   (a)   Customer,
   (b)   Customer's Affiliates, and/or
   (c)   Customer's and Customer's Affiliates' Business Partners.

1.4 **"Business Partner"** means a legal entity that requires use of a Cloud Service in connection with Customer's and its Affiliates' internal business operations. These may include customers, distributors, service providers and/or suppliers of Customer.

1.5 **"Cloud Service"** means any distinct, subscription-based, hosted, supported and operated on-demand solution provided by SAP under an Order Form.

1.6 **"Cloud Materials"** mean any materials provided or developed by SAP (independently or with Customer's cooperation) in the course of performance under the Agreement, including in the delivery of any support or Consulting Services to Customer. Cloud Materials do not include the Customer Data, Customer Confidential Information or the Cloud Service.

1.7 **"Confidential Information"** means
   (a)   with respect to Customer: (i) the Customer Data, (ii) Customer marketing and business requirements, (iii) Customer implementation plans, and/or (iv) Customer financial information, and
   (b)   with respect to SAP: (i) the Cloud Service, Documentation, Cloud Materials and analyses under Section 3.5, and (ii) information regarding SAP research and development, product offerings, pricing and availability.
   (c)   Confidential Information of either SAP or Customer also includes 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.

1.8 **"Consulting Services"** means professional services, such as implementation, configuration, custom development and training, performed by SAP's employees or subcontractors as described in any Order Form and which are governed by the Supplement for Consulting Services or similar agreement.

1.9 **"Customer Data"** means any content, materials, data and information that Authorized Users enter into the production system of a Cloud Service or that Customer derives from its use of and stores in the Cloud Service (e.g. Customer-specific reports). Customer Data and its derivatives will not include SAP's Confidential Information.

1.10 **"Documentation"** means SAP's then-current technical and functional documentation as well as any roles and responsibilities descriptions, if applicable, for the Cloud Service which is made available to Customer with the Cloud Service.

1.11 **"Order Form"** means the ordering document for a Cloud Service that references the GTC.

1.12 **"SAP SE"** means SAP SE, the parent company of SAP.

1.13 **"SAP Policies"** means the operational guidelines and policies applied by SAP to provide and support the Cloud Service as incorporated in an Order Form.

1.14 **"Subscription Term"** means the term of a Cloud Service subscription identified in the applicable Order Form, including all renewals.

1.15 **"Supplement"** means the supplemental terms and conditions that apply to the Cloud Service and that are incorporated in an Order Form.

1.16 **"Usage Metric"** means the standard of measurement for determining the permitted use and calculating the fees due for a Cloud Service as set forth in an Order Form.

Order Form
for SAP Cloud Services
SAP Reference No. 020519000040

between
        SAP Public Services, Inc.
        3999 West Chester Pike
        Newtown Square, PA 19073
        ("SAP")

and
        The School Board of Broward County
        7720 W Oakland Park Blvd, Sunrise, 33351-6704, FL
        ("Customer")

1.   ORDER FORM AND TABLE OF AGREEMENT

This Order Form as issued by SAP is an offer by SAP. When signed and returned to SAP by Customer on or prior to the offer expiration date, it becomes a binding agreement for the SAP Cloud Service(s) and Consulting Services (if applicable) listed in this Order Form and is effective on the date signed by Customer.

Offer Expiration Date: **06/27/2019**

This Order Form is contingent upon the execution of the CPEA agreement SAP Ref. No. 221120307. This Order Form is governed by and incorporates the following documents in effect as of the effective date. All documents are listed in order of precedence, and collectively referred to as the "Agreement":

Agreement	Location
Order Form	
Schedule A of this Order Form: **Cloud Service Supplemental Terms and Conditions ("Supplement")**	http://www.sap.com/agreements-cloud-supplement
Schedule B of this Order Form: **Support Policy for SAP Cloud Services**	http://www.sap.com/agreements-cloud-support
Schedule C of this Order Form: **Service Level Agreement for SAP Cloud Services ("SLA")**	http://www.sap.com/agreements-cloud-service-level-agreement
Schedule D of this Order Form: **Data Processing Agreement for SAP Cloud Services ("DPA")** Schedule D will serve as a commissioned written data processing agreement.	http://www.sap.com/agreements-cloud-data-processing
Schedule E of this Order Form: **General Terms and Conditions for SAP Cloud Services ("GTC")**	SAP and Customer agree this Order Form is governed by the General Terms and Conditions for SAP Cloud Services incorporated into the Order Form for SAP Cloud Services (ref. No.0220558288) effective June 28, 2016.

Customer has had the opportunity to review the GTC and the incorporated documents prior to executing this Order Form. SAP recommends that Customer prints copies of these documents for Customer's records. All defined terms in the GTC used in this Order Form have the meaning stated in the GTC. All references in the Supplements to "Service" mean "Cloud Service", and to "Named Users" mean "Authorized Users."

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2. CLOUD SERVICE

2.1 Cloud Service Order.

The table shows the purchased Cloud Service, Usage Metrics and volume, initial Subscription Term and fees.

From 06/28/2019 To 06/27/2024

SAP Cloud Service	Usage Metric	Usage Metric Limitation **	Annual Fee	Product Start Date	Product End Date	Total Fee in USD
SAP Cloud Platform RAD by Mendix	1 Users	501	220,039.20	06/28/2019	06/27/2024	1,100,196.00

Total Fee in USD	1,100,196.00

Period From 06.28.2019 To 06.27.2020	220,039.20
Period From 06.28.2020 To 06.27.2021	220,039.20
Period From 06.28.2021 To 06.27.2022	220,039.20
Period From 06.28.2022 To 06.27.2023	220,039.20
Period From 06.28.2023 To 06.27.2024	220,039.20
Total Net Fee (*)	1,100,196.00

(*) plus applicable taxes

(**) Usage Metric Limitations stated above represent the maximum annual quantity of Usage Metrics over a 12 month period.

2.2 Subscription Term.

(a) Customer's initial Subscription Term will begin on the start date and will be effective until the end date, unless Customer is otherwise notified by SAP's provisioning team.

(b) Unless the Supplement states otherwise, the Initial Subscription Term and any renewals and extensions will automatically renew for terms of 12 months. Auto-renewal will not occur if Customer notifies SAP of its intention not to renew at least one month in advance of the expiration of the current term, or SAP notifies Customer of its intention not to renew at least six months prior to the expiration of the current term.

2.3 Excess Use.

Customer's use of the Cloud Service is subject to the Agreement, including the Usage Metrics and their volume stated in Section 2. Any use of the Cloud Service that exceeds this scope will be subject to additional fees. Fees accrue from the date the excess use began. Customer will execute an additional Order Form to document subscriptions for additional Usage Metrics and their volume. SAP may invoice and Customer will pay for excess use based on applicable pricing in the Order Form or Supplement.

3. CONSULTING SERVICES

Not applicable.

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4. PAYMENT AND INVOICES

4.1 Fees and Invoicing.

Unless the Supplement states otherwise, fees for the Cloud Service(s) will be invoiced by SAP and paid by Customer yearly in advance. Fees for the Consulting Services, if any, will be invoiced by SAP and paid by Customer as stated in the Consulting Services Section above unless otherwise stated in the applicable scope document. SAP may provide invoices to an email address provided by Customer. Fees for non-recurring services will be invoiced by SAP on a one-time basis and paid by Customer upon commencement of the Subscription Term. Except for fee increases applied for Excess Use or as described below, Cloud Service(s) fees for renewal terms will be equal to the fees for the immediately preceding term for the same Cloud Service, Usage Metrics and volume. Customer will reimburse SAP for all pre-approved (by Customer) and appropriately documented travel and related expenses incurred by SAP in performing any support for the Cloud Service.

4.2 Fee Increases.

At the beginning of each renewal term, SAP may increase fees to reflect annual increases in consumer prices or costs. This increase will not exceed the greater of the percentage stated in the most recent consumer price index selected by SAP or 3.3% per annum. The increase is applied on a cumulative, year-over-year basis beginning on either the start of the preceding term or date of last increase, whichever is later. Not raising fees is not a waiver of SAP's right to do so. SAP may increase fees if Customer elects to reduce the Cloud Service, Usage Metrics or volume for any renewal term.

4.3 Payment.

Customer will pay to SAP all fees due within 30 days of date of invoice. Unpaid fees will accrue interest at the maximum legal rate. Customer purchase orders are for administrative convenience and not a condition of payment. Payment is not dependent upon completion of any implementation or other services.

5. AUTHORIZED ADMINISTRATORS

Customer confirms the names assigned to the authorized roles are accurate and that the contacts below have been informed of the responsibility. Inaccuracy can result in delays outside of SAP control.

Main Contact: Ed Hineline
                              ed.hineline@browardschools.com

The Main Contact is the Customer contact for onboarding, who receives the confirmation that the order has been processed (which includes the confirmed Start Date). If current contact is inaccurate, please correct here:

      Main Contact corrected name: _____
      Main Contact corrected email: _____

Technical Administrator: Ed Hineline
                              ed.hineline@browardschools.com

The Technical Administrator is the main contact for technical and system related communications. If current contact is inaccurate, please correct here:

      Technical Administrator corrected name: _____
      Technical Administrator corrected email: _____

Please provide a Financial Contact - The Financial Contact acts as the main Customer contact for finance related communication including invoicing.

Customer Financial Contact name: _____
Customer Financial Contact email: _____

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6. CUSTOMER LOCATION

Customer has provided the following primary access location:

The School Board of Broward County

7720 W Oakland Park Blvd,33351-6704 Sunrise , FL , EE.UU.

This is the primary (but not the only) location from which Customer will access the Cloud Service. Customer's failure to provide SAP with its VAT and/or GST number may have sales tax implications. If Customer does not provide a primary access location, SAP will incorporate a default primary access location to Customer's sold-to address.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
   Heather P. Brinkworth, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

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Schedule A

SAP Cloud Platform
Supplemental Terms and Conditions

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

1.   CLOUD SERVICE. SAP Cloud Platform is a collection of Cloud Services. Each Cloud Service is subject to the terms of the SAP Cloud Platform – Service Description Guide (the "**Service Description Guide**"), the terms of which are incorporated in the Supplement by reference and available at the following link: https://cloudplatform.sap.com/capabilities/service-description.html or from SAP upon request.

2.   DEFINITIONS
2.1.   "**Beta Functionality**" means functionality offered by SAP that is not generally available, not validated and not quality assured in accordance with SAP's standard processes.
2.2.   "**Cloud Package**" means a defined set of Cloud Services that are subject to a single subscription fee and collectively deemed a Cloud Service.
2.3.   "**Content**" means any business logic, code, data models, configurations, user data, or other electronic materials created by Customer using Tools that are compatible with SAP software and SAP cloud services and that can be deployed on a Platform Cloud Service or a device.
2.4.   "**Excluded Components**" means any component that is subject to a license that requires that any other software or services interacting with or hosted alongside such a component be:
   (a) disclosed or distributed in source code form,
   (b) licensed to recipients for the purpose of making derivative works,
   (c) licensed at no charge,
   (d) prohibited for use for commercial purposes, or
   (e) otherwise encumbered in any manner.
2.5.   "**Platform Applications**" means a set of related functionality deployed by Customer on a Platform Cloud Service that has been reviewed or certified by SAP in accordance with SAP's program guidelines for partner applications. Platform Applications may be developed by Customer using Tools, by SAP, or by a third party for usage by multiple customers.
2.6.   "**Platform Cloud Services**" means those Cloud Services on which Platform Applications can be built and deployed, as identified in the Services Description Guide.
2.7.   "**Tools**" means integrated development environments (IDE), software development kits (SDK), applications, editors, application programming interfaces ("APIs"), templates, sample code, data integration connectors, and other similar developer software, documentation, quick start guides, and reference materials that are provided by SAP and utilized by Customer to create Content.
2.8.   "**User**" means an individual authorized to access a Cloud Service.

3.   USAGE RESTRICTIONS
3.1.   Except as expressly permitted in the Agreement, Customer may not make Cloud Services or Platform Applications running on or embedding a Cloud Service available as part of a commercial software license or subscription, software-as-a-service, outsourcing, original equipment manufacturer (OEM), or similar commercial arrangement.
3.2.   A Cloud Service shall not access, directly or indirectly, a third party database(s) licensed under a runtime license from SAP or its Affiliates or any of their respective resellers or distributors, except communication (including data transfers) via application level APIs between the Cloud Service and software applications running on such third party database.

4. PLATFORM CLOUD SERVICES
4.1   Platform Applications created by third parties not specifically for Customer must be reviewed or certified by SAP in accordance with SAP's program guidelines for partner applications before they are deployed on Platform Cloud Services.

4.2   Customer may not use, and may not authorize any Authorized Users to use, any Excluded Components in connection with the Platform Cloud Services.

4.3   Any Platform Application deployed on the Platform Cloud Services must include user-authentication functionality (either SAP, third party or customer-developed authentication) that sufficiently captures User access data to determine the number of Users accessing the Platform Application. For purposes of Platform Cloud Services, Users include individuals authorized to access a Platform Application.

4.4   Usage Metrics applicable to Cloud Services included in a Cloud Package that are stated on a "per User" basis are aggregated (multiplied by the total Users in the Cloud Package subscription) for purposes of calculating compliance with Usage Metric limits. Each User can use any amount of such Usage Metric provided the aggregate amount of the Usage Metric used by all Users does exceed the total amount of Customer's subscription.

5.   CONTENT

5.1.   Customer will ensure that the Content will not unreasonably impair, degrade or reduce the performance or security of any SAP software, services, or related technology.

5.2.   Customer owns Content created by Customer under the Agreement subject to SAP's ownership of the Tools and Cloud Service.

5.3.   In exchange for the right to develop Content under the Agreement, Customer covenants, on behalf of itself, successors and assigns, not to assert against SAP, SAP SE, their Affiliates or licensors, any rights in Content, or any claims of any rights, against any SAP product, service, or future SAP development.

5.4.   SAP does not provide any maintenance or support for the Platform Applications and Content under this Agreement.

6.   TOOLS

6.1.   SAP makes the Tools available to Customer solely for the purposes of designing, developing, testing, and demonstrating Content.

6.2.   SAP can make Tools available to Customer on the Platform Cloud Services or by means of download at https://tools.hana.ondemand.com or https://service.sap.com. The use of Tools is subject to Customer's acceptance of separate terms and conditions presented upon download/access to the Tools.

6.3.   Service Level Agreements do not apply to Tools downloaded and utilized in Customer's local environment.

7.   AVAILABILITY

7.1.   The Service Level Agreement for SAP Cloud Services applies to the Cloud Services, provided, however, the System Availability SLA for the Cloud Services is 99.9% per month. Any deviations from the 99.9% System Availability SLA or any aspect of the standard Service Level Agreement for SAP Cloud Services are noted in the applicable Cloud Service terms in the Service Description Guide.

7.2.   Customer is responsible for ensuring that Platform Applications deployed on the Platform Cloud Services are fail safe and capable of automatically restoring their running state without any manual operator intervention in the event of Platform Cloud Services or Cloud Service restart.

8.   BETA SERVICES

Beta Functionality is described as such in the Documentation. SAP may require Customer to accept additional terms to use Beta Functionality. SAP does not warrant or guarantee the correctness and completeness of the Beta Functionality, and Customer will use Beta Functionality at its own risk. SAP may discontinue providing Beta Functionality at any time. Service Level Agreements and Support obligations do not apply to Beta Functionality. No personal data may be processed using Beta Functionality.

Schedule B

SUPPORT POLICY FOR SAP CLOUD SERVICES

This Support Policy for SAP Cloud Services is part of an Agreement for certain SAP Cloud Services ("Agreement") between SAP and Customer.

SUPPORT AND SUCCESS PLAN SERVICES

As part of SAP's ONE Support approach, which provides a consistent support experience for Cloud Services and on-premise solutions, SAP offers the following support levels; SAP Enterprise Support, cloud editions, SAP Preferred Success and SAP Preferred Care. SAP Enterprise Support, cloud editions is included in the subscription fees for SAP Cloud Services stated in the Order Form unless alternative support terms are specified in the Supplemental Terms for the Cloud Service. SAP Preferred Success and SAP Preferred Care is offered for an additional fee, as an add-on to SAP Enterprise Support, cloud editions, for certain SAP Cloud Solutions listed under https://support.sap.com/preferredsuccessproductlist. SAP Preferred Success and SAP Preferred Care are not available, and are not provided, for any third-party cloud services purchased through SAP.

1. SCOPE OF THE SUPPORT AND SUCCESS PLAN SERVICES

Capitalized Terms are further defined in the table below. The support services are available in English language, unless stated otherwise.

1.1 Enterprise Support, cloud editions: Foundational engagement support with focus on customer interaction and issue resolution.

SAP Enterprise Support, cloud editions	
Mission Critical Support	
24x7 Mission Critical Support for P1 and P2 issues (English only)	✓
Non-Mission Critical Support for P3 and P4 issues during business hours (English only)	Monday to Friday 8 am to 6 pm (Local Time Zone), excluding local holidays
Customer Interaction Center 24x7	✓ (as stated below)
Global Support Backbone	✓
End-to-end Supportability	✓
Learning and Empowerment	
Access to remote SAP support content and services, e.g., Meet-the-Expert Sessions	✓
Release Update Information	Self-service through web and community
Collaboration	
SAP Support Advisory Services	✓
Support via web and platform for social business collaboration	✓
Support via chat during business hours in English language for non-Mission Critical Support issues	Currently available for SAP SuccessFactors, SAP Concur, SAP Ariba, SAP Business by Design, SAP Cloud for Customer and SAP S/4HANA Cloud Services
SAP Enterprise Support Reporting	✓
Innovation and Value Realization	
Proactive Checks proposed by SAP	✓
Product Roadmap Update Information	Self-service through web
Refresh of test instance	Self-service or request through web for initiating the refresh as offered and required by respective solution

1.2   SAP Preferred Success: An add-on to SAP Enterprise Support, cloud editions that includes strategic guidance, solution-specific best practices and Success Programs to help drive consumption and value realization (Representation below includes SAP Enterprise Support, cloud editions).

Mission Critical Support	
24x7 Mission Critical Support for P1 and P2 issues (English only)	24x7 prioritized issue handling
Non-Mission Critical Support for P3 and P4 issues during business hours (English only)	Monday to Friday 8 am to 6 pm (Local Time Zone), excluding local holidays
Customer Interaction Center 24x7	✓ (as stated below)
Global Support Backbone	✓
End-to-end Supportability	✓
Learning and Empowerment	
Access to remote SAP support content and services, e.g., Meet-the-Expert Sessions	Access to SAP Preferred Success specific learning content. Customer can have up to 5 Key Users access SAP Learning Hub, solution edition specific to the cloud service
Release Update Information	Solution-specific Release Update Information
Collaboration	
SAP Support Advisory Services	✓
SAP Cloud Service and process-related guidance	Access to Success Resources for full customer lifecycle from onboarding to consumption, including technical and product usage advice, best practices and operational excellence, may include in-person delivery, at SAP's discretion
Regular checkpoint	Access to Success Resources to answer questions related to critical issues, reporting and best practices, may include in-person delivery, at SAP's discretion
Support via web and platform for social business collaboration	Exclusive access to SAP Preferred Success Community
Support via chat during business hours in English language for non-Mission Critical Support issues	Currently available for SAP SuccessFactors, SAP Cloud for Customer and SAP S/4HANA Cloud Services
SAP Enterprise Support Reporting	Enhanced Success Reporting
Innovation and Value Realization	
Access to Success Programs	✓
Proactive Checks proposed by SAP	Automated or self-service Proactive Checks for the specific solution in use
Product Roadmap Update Information	Solution-specific Product Roadmap Update Information
Periodic Cloud Service Review and Planning	Access to Success Resources for checkpoints, cycle planning, challenges and consumption planning, may include in-person delivery, at SAP's discretion
Refresh of test instance	Access to SAP assistance with managing the refreshing of test instances up to two times per year, where applicable

1.3   SAP Preferred Care: An add-on to SAP Enterprise Support, cloud editions that includes strategic guidance and customer-specific best practices to help drive user adoption and value realization (Representation below includes SAP Enterprise Support, cloud editions).

Mission Critical Support	
24x7 Mission Critical Support for P1 and P2 issues (English only)	24x7 prioritized issue handling
Non-Mission Critical Support for P3 and P4 issues during business hours (English only)	Monday to Friday 8 am to 6 pm (Local Time Zone), excluding local holidays
Customer Interaction Center 24x7	✓ (as stated below)
Global Support Backbone	✓
End-to-end Supportability	✓
Learning and Empowerment	
Access to remote SAP support content and services, e.g., Meet-the-Expert Sessions	✓
Release Update Information	Customer-specific Release Update Information
Collaboration	
SAP Support Advisory Services	✓
SAP Cloud Service and process-related guidance	Access to Support Expert for technical and product usage advice, best practices and operational excellence (within customer's region)
Regular Checkpoint	Meeting with Support Expert to review critical issues, reporting and best practices
Support via web and platform for social business collaboration	✓
Support via chat during business hours in English language for non-Mission Critical Support issues	Currently available for SAP SuccessFactors, SAP Concur, SAP Ariba, SAP Business by Design and SAP S/4HANA Cloud Services
SAP Enterprise Support Reporting	✓
Innovation and Value Realization	
Proactive Checks proposed by SAP	Customer-specific Proactive Checks
Product Roadmap Update Information	Customer-specific Product Roadmap Update Information
Periodic Cloud Service Review And Planning	Meeting with Support Expert to discuss checkpoint, cycle planning, challenges and adoption plan
Refresh of test instance	Access to SAP assistance with managing the refreshing of test instances up to two times per year, where applicable.

1.4   Access to Empowerment and Innovation and Value Realization Services.
Empowerment content and session schedules are stated at the SAP Support Portal in the SAP Enterprise Support Academy section. Scheduling, availability and delivery methodology is at SAP's discretion.

Support services related to Empowerment and Innovation and Value Realization as stated above require a customer request and are provided remotely. For example, remote support services may include assisting customers in evaluating the innovation capabilities of the latest updates and technology innovation and how they may be deployed for a customer's business process requirements, or giving a customer guidance in the form of knowledge transfer sessions. Scheduling, availability and delivery methodology are at SAP's discretion.

2.   CUSTOMER INTERACTION CENTER LANGUAGES

SAP Support provides initial telephone contact for Customer Contacts through the SAP one support phone number "CALL-1-SAP" (as stated at the CALL-1-SAP page: https://support.sap.com/contactus) and/or via other solution specific hotlines in the following languages: English (available 24 hours all weekdays) and, depending on local office hours and availability, in German, French, Italian, Spanish, Polish, Russian (during European office hours); Japanese, Chinese, Korean, Bahasa (during Asia/Pacific office hours); Portuguese and Spanish (during Latin America office hours). Issues which lead to a support case which is processed by specialized technical support engineers around the world or any support by a third party are in English only.

3.   CONTACTING SUPPORT

Beginning on the effective date of a customer's agreement for Cloud Services, that customer may contact SAP's support organization as the primary point of contact for support services.

For contacting SAP's support organization, the current preferred contact channel for SAP Enterprise Support, cloud editions is the SAP Support Portal at https://support.sap.com, unless otherwise set forth in the table below.

SAP Cloud Service	Contact Channels
SAP Concur SAP Ariba SAP Fieldglass SAP Digital Interconnect	https://concursolutions.com https://connect.ariba.com https://www.fieldglass.com/customer-support or embedded in the application help menu https://community.sapmobileservices.com/support (integrated scenarios use SAP Support Portal)
SAP Business ByDesign SAP Cloud for Customer SAP Learning Hub	Embedded in the applicable SAP Cloud Service: • For end-users: The "Help Center", accessible from every screen, • For Key Users: The "Application & User Management Work Center".

Customers that have an assigned Support Expert may contact them directly for solution expertise support.

4.   CUSTOMER RESPONSE LEVELS

SAP responds to submitted support cases (also referred to as "case", "incident", or "issue") as described in the table below.

Priority	Definition	Response Level
P1	**Very High:** An incident should be categorized with the priority "very high" if the problem has very serious consequences for normal business processes or IT processes related to core business processes. Urgent work cannot be performed.	**Initial Response:** Within one hour of case submission. **Ongoing Communication:** Unless otherwise communicated by SAP Support, once every hour. **Resolution Target:** SAP to provide for issues either a (i) resolution, or (ii) workaround or (iii) action plan within four hours.

		This is generally caused by the following circumstances: - A productive service is completely down. - The imminent system Go-Live or upgrade of a production system cannot be completed. - The customer's core business processes are seriously affected. A workaround is not available for each circumstance. The incident requires immediate processing because the malfunction may cause serious losses.	
P2	**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 SAP service 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.	**Initial Response:** Within four hours of case submission for SAP Enterprise Support, cloud edition customers and within two hours of case submission for SAP Preferred Success and SAP Preferred Care customers. **Ongoing Communication:** Unless otherwise communicated by SAP Support, once every six hours. **Resolution Target:** SAP to provide for issues either a (i) resolution, or (ii) workaround or (iii) action plan within three business days for SAP Preferred Success and SAP Preferred Care customers only.	
P3	**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 SAP service.	**Initial Response:** Within one business day of case submission for SAP Enterprise Support, cloud edition customers, and within four business hours of case being received for SAP Preferred Success and SAP Preferred Care customers. **Ongoing Communication:** Unless otherwise communicated by SAP Support, once every three business days for Non-Defect Issues and ten business days for product defect issues.	
P4	**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 SAP service that are not required daily, or are rarely used.	**Initial Response:** Within two business days of case submission for SAP Enterprise Support, cloud editions customers and within one business day of case submission for SAP Preferred Success and SAP Preferred Care customers. **Ongoing Communication:** Unless otherwise communicated by SAP Support, once every week.	

The following types of incidents are excluded from customer response levels as described above: (i) incidents regarding a release, version and/or functionalities of SAP Cloud Services developed specifically for customer (including those developed by SAP Custom Development and/or by SAP subsidiaries, or individual content services); (ii) the root cause behind the incident is not a malfunction, but missing functionality ("development request") or the incident is ascribed to a consulting request ("how-to").

5. CUSTOMER'S RESPONSIBILITIES

5.1 Customer Contact. In order to receive support hereunder, Customer will designate at least two and up to five qualified English speaking contact persons (each a "Customer Contact", "Designated Support Contact", "Authorized Support Contact", "Key User" or "Application Administrator" – system administrator roles within specific Cloud Services) who are authorized to contact or access the Customer Interaction Center, SAP Support Advisory Services and

Mission Critical Support services. The Customer Contact is responsible for managing all business-related tasks of the Cloud Service related to Customer's business, such as:

(i) Support end users and manage their incidents. This includes searching for known solutions in available documentation and liaising with SAP support in the event of new problems;

(ii) Manage background jobs and the distribution of business tasks across users (if available);

(iii) Manage and monitor connections to Customer's third-party systems (if available);

(iv) Support the adoption of the Cloud Service.

5.2 **Contact Details.** Customer will provide contact details (in particular, e-mail address and telephone number) through which the Customer Contact or the authorized representative of the Customer Contact can be contacted at any time. Customer will update its Customer Contacts for an SAP Cloud Service through the SAP Support Portal at https://support.sap.com or the respective contact channel mentioned in section "Contacting Support" above. Only authorized Customer Contacts may contact SAP's support organization.

5.3 **Cooperation.** To receive support services, Customer will reasonably cooperate with SAP to resolve support incidents, and will have adequate technical expertise and knowledge of its configuration of the SAP Cloud Services to provide relevant information to enable SAP to reproduce, troubleshoot and resolve the experienced error such as e.g. reference ID, issue examples, screenshots.

6. CAPITALIZED TERMS

Below are further explanations of the capitalized terms used above:

Customer Interaction Center 24x7	Units within SAP's support organization that customers may contact for general support related inquiries through the described contact channels.
End-to-end Supportability	Support for incidents that occur in integrated business scenarios consisting of SAP Cloud Services and / or both SAP Cloud Services and other SAP products with a valid support agreement.
Enhanced Success Reporting	Enhanced Success Reporting means access to reports, dashboards, or other reporting components and capabilities regarding the overall engagement, full customer lifecycle, and productive use of the solution, including product consumption, technical and product usage, status of support services, and the achievements hereunder.
Global Support Backbone	SAP's knowledge database and SAP's extranet for knowledge transfer on which SAP makes available content and services to customers and partners of SAP only. The Global Support Backbone also includes the SAP Support Portal at https://support.sap.com.
Go-Live	Go-Live marks the point in time from when, after set-up of the SAP Cloud Services for a customer, the SAP Cloud Services can be used by that customer for processing real data in live operation mode and for running that customer's internal business operations in accordance with its agreement for such SAP Cloud Services.
Local Time Zone	A customer's local time zone, depending on where the customer is headquartered.
Meet-the-Expert Sessions (MTE)	Live webinars focusing on SAP Enterprise Support services and the support aspects of the latest SAP technologies. Recorded sessions are available in the replay library in the SAP Enterprise Support Academy for self-paced consumption.
Mission Critical Support	Global incident handling by SAP for issues related to support hereunder with P1 and P2, including Service Level Agreements for Initial Response, Ongoing

	Communications and Resolution Targets (as set forth in the above table for Response Levels).
Non-Defect Issue	A reported support case that does not involve a defect in the applicable SAP Cloud Service and does not require engineering / development or operations personnel to resolve.
Periodic Cloud Service Review and Planning	Periodic review of key business milestones and objectives for solutions covered under SAP Preferred Care and/or SAP Preferred Success.
SAP Preferred Success Communities	Social media-based empowerment and collaboration, aligning access to peers and SAP experts.
Proactive Checks	Support-services, providing recommendations for the specific customer situation.
Product Roadmap Update Information	Product roadmaps SAP makes generally available to customers as part of customer support. Product Roadmap Update Information is provided for informational purposes only, and SAP does not commit to providing any future products, features or functionality as described in the Product Roadmap Update Information.
Release Update Information	Generally available documented summaries, webinars and videos provided by SAP to inform and instruct customers on new product release changes.
SAP Cloud Service	Any SAP Cloud Service set forth in an applicable Order Form.
SAP Enterprise Support Academy	Content and services in several formats, supporting different learning styles and needs, from ad hoc problem solving to structured, long-term knowledge acquisition.
SAP Enterprise Support Reporting	A report or dashboard analyzing and documenting the status of support services and achievements hereunder (e.g., based on solution monitoring capabilities and support case status).
SAP Support Advisory Services	Access to experts who help customers on support-related requests and advice on the right support deliverables and assets.
Support Expert	A specific SAP customer representative (often referred to as Customer Success Manager) that is assigned to Customers as the primary contact for ongoing management, to provide support case oversight, technical guidance and mentorship, customer-specific information on release updates and guidance on adoption and usage.
Success Resources	Access to automated, guided or direct analysis, reporting, expertise, and knowledge components to drive operational excellence throughout the full customer lifecycle including onboarding, consumption, utilization and operations, as well as technical and product usage. At SAP's discretion, this may include a Support Expert.
Success Programs	A combination or integration of various Success Resources, learning content and platforms (e.g. webinars, chat sessions, etc.), and social business collaboration channels (e.g. communities) delivered in a programmatic or prescriptive approach that support successful deployment, consumption and ongoing value realization.

Schedule C

SERVICE LEVEL AGREEMENT FOR SAP CLOUD SERVICES

1.   Service Level Agreement

This Service Level Agreement for SAP Cloud Services sets forth the System Availability Service Level Agreement ("**SLA**") for the productive version of the applicable SAP Cloud Services to which customer has subscribed ("**SAP Cloud Services**") in an Order Form with SAP.

This Service Level Agreement for SAP Cloud Services shall not apply to any SAP Cloud Service for which a System Availability SLA is explicitly set forth in the applicable Supplemental Terms and Conditions for such SAP Cloud Service or for which the applicability of the System Availability SLA is explicitly excluded in the Agreement.

2.   Definitions

"**Downtime**" means the Total Minutes in the Month during which the productive version of the applicable SAP Cloud Service is not available, except for Excluded Downtimes.

"**Month**" means a calendar month.

"**Monthly Subscription Fees**" means the monthly (or 1/12 of the annual fee) subscription fees paid for the Cloud Service which did not meet the System Availability SLA.

"**Total Minutes in the Month**" are measured 24 hours at 7 days a week during a Month.

"**UTC**" means Coordinated Universal Time standard.

3.   System Availability SLA and Credits

3.1   Claim process, Reports

Customer may claim a credit in the amount described in the table of Section 3.2 below in case of SAP's failure to meet the System Availability SLA, which credit Customer may apply to a future invoice relating to the SAP Cloud Service that did not meet the System Availability SLA.

Claims under this Service Level Agreement for SAP Cloud Services must be made in good faith and by submitting a support case within thirty (30) business days after the end of the relevant Month in which SAP did not meet the System Availability SLA.

SAP will provide to customers a monthly report describing the System Availability percentage for the applicable SAP Cloud Service either (i) by email following a customer's request to its assigned SAP account manager, (ii) through the SAP Cloud Service or (iii) through an online portal made available to customers, if and when such online portal becomes available.

3.2   System Availability

System Availability percentage is calculated as follows:

$$System\ Availability\ Percentage = \left(\frac{Total\ Minutes\ in\ the\ Month - Downtime}{Total\ Minutes\ in\ the\ Month} \right) * 100$$

System Availability SLA	99.5% System Availability percentage during each Month for productive versions
Credit	2% of Monthly Subscription Fees for each 1% below System Availability SLA, not to exceed 100% of Monthly Subscription Fees
Excluded Downtime	Total Minutes in the Month attributable to: (i) a Scheduled Downtime for which a Regular Maintenance Window is described in Section 4 below, or (ii) any other Scheduled Downtime described in Section 4 for which the customer has been notified at least five (5) business days prior to such Scheduled Downtime or (iii) unavailability caused by factors outside of SAP's reasonable control, such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised.
Scheduled Downtime	Scheduled Downtime for the applicable SAP Cloud Services to which customer has subscribed is set forth in Section 4 below entitled "Maintenance Windows for SAP Cloud Services".

4.   Maintenance Windows for SAP Cloud Services

SAP can use the following maintenance windows for Scheduled Downtimes as listed below. Time zones refer to the location of the data center where the SAP Cloud Service is hosted. SAP will provide Customer reasonable notice without undue delay of any major upgrades or emergency maintenance to the SAP Cloud Services.

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region

Concur	Europe:
	   Winter: SAT 10 pm UTC
	   Summer: SAT 9 pm – 1 pm UTC
	Americas:
	   Winter SUN 1 am UTC
	   Summer SUN 12 am UTC
		4 hours	

Fieldglass	Europe: SAT 10 pm UTC
	Americas: SUN 4 am UTC
		4 hours	**Up to 5 times per year**
			(requires 5 days advance notice):
			Europe:
			  Winter: FRI 9 pm – SUN 2 pm UTC
			  Summer: FRI 8 pm – SUN 1 pm UTC
			Americas:
			  Winter: SAT 5 am – SUN 9 pm
			  Summer: SAT 4 am – SUN 8 pm UTC

SAP Agile Data Preparation	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** SAT 12 am - SAT 7 am UTC Summer SAT 1 am - SAT 8 am UTC Winter
SAP Analytics Cloud (formerly BusinessObjects Cloud or Cloud for Analytics or SAP Cloud for EPM (includes Cloud for Planning))	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year*:** APJ: SAT 3 pm – 9 pm UTC Europe: SAT 10 pm – SUN 4 am UTC Americas: SUN 4 am – 10 am UTC * These Maintenance Windows are separate from and in addition to Maintenance Windows of underlying SAP Cloud Platform.
SAP Analytics Hub	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: SAT 3 pm – 9 pm UTC Europe: SAT 10 pm – SUN 4 am UTC Americas: SUN 4 am – 10 am UTC

SAP Anywhere	Americas:
	  WED 6 am - 10 am UTC
	APJ/China:
	  THU 2 pm – 6 pm UTC
		2 hours	**Up to 4 times per year**
			Americas: WED 6 am - 10 am UTC
			APJ/China: THU 2pm - 6 pm UTC

SAP Ariba Cloud Services	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 12 am UTC MENA: FRI 7 pm UTC	4 hours	**Up to 2 Times per year:** APJ: Sat 7pm – 3am UTC Europe: Sat 7pm – 3am UTC Americas: Sat 7pm – 3am UTC MENA: FRI 7pm – 3am UTC
SAP Asset Intelligence Network	APJ: SAT 3pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** Europe: SUN 1:30 am – SUN 5:30 pm UTC
SAP Asset Manager	No downtime required for maintenance		**Up to 4 times per year:** APJ: SAT 12 am – SAT 6 am UTC Europe: SAT 7 am – SAT 1 pm UTC Americas: SAT 1 pm – SAT 7 pm UTC
SAP Asset Strategy and Performance Manager	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year** Europe: FRI 3:30 am FRI 3:30 pm UTC
SAP Authentication 365, SAP LiveLink 365, SAP People Connect 365	Up to Once Every Month Americas: SUN 4 a.m. to 8 a.m. UTC	4 hours	**Up to 4 times per year:** Americas: SAT 4 am to 2:00 pm UTC
SAP Big Data Margin Assurance, cloud edition	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	1 hour	**Up to 4 times per year:** APJ: SAT 12 am – SAT 6 am UTC Europe: SAT 7 am – SAT 1 pm UTC Americas: SAT 1 pm – SAT 7 pm UTC

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region
SAP Brand Impact	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	1 hour	
SAP Browse Manager and Conversion Manager	No downtime required for maintenance		
SAP BusinessByDesign	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 10 pm - SAT 10 pm UTC Europe: SAT 5 am - SUN 5 am UTC Americas: SAT 11 am - SUN 11 am UTC
SAP BusinessOne Cloud Deployment Services, SAP BusinessOne Cloud SAP-hosted Option	Europe: MON 2 am UTC Americas: MON 8 am UTC	4 hours	**Up to 4 times per year:** Europe: SAT 7 am – SAT 1 pm UTC
SAP Cash Application	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** Europe: SAT 7 am – SAT 1 pm UTC

SAP Cloud Appliance Library	**Bi-weekly** (odd calendar weeks):
	APJ, Europe, Americas:
	  Winter: THU 6 am
	  Summer: THU 5 am
		1 hour	**Up to 12 times per year,** during a one (1) hour window made known by SAP at least one (1) week in advance.*
			
			* These Maintenance Windows are separate from and in addition to Maintenance Windows of underlying SAP Cloud Platform.

SAP Cloud for Customer	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Russia: SAT 10 pm Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 10 am - SAT 10 pm UTC Europe: SAT 5 pm - SUN 5 am UTC Russia: SAT 5 pm- SUN 5 am UTC Americas: SAT 11 pm - SUN 11 am UTC
SAP Cloud for Energy	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** Europe: FRI 3:30 am – 3:30 pm
SAP Cloud for Real Estate	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 10 pm – SAT 10 pm UTC Europe: SAT 5 am – SUN 5 am UTC Americas: SAT 11 am – SUN 11 am UTC
SAP Cloud for Travel and Expense	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 10 pm – SAT 10 pm UTC Europe: SAT 5 am – SUN 5 am UTC Americas: SAT 11 am – SUN 11 am UTC
SAP Cloud Identity Access Governance	Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year** Americas: SAT 1 pm – SAT 7 pm UTC
SAP Cloud Peering	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	1 hour	
SAP Cloud Platform	No downtime required for maintenance		**Up to 4 times per year:** APJ: FRI 2 p.m. – FRI 6 p.m. UTC Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. – SAT 8 a.m. UTC
SAP Cloud Platform, ABAP environment	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 9 pm – SAT 9 pm UTC Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region
SAP Cloud Platform API Management	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** APJ: FRI 2 p.m. – SAT 2 p.m. UTC Europe: FRI 10 p.m. – SAT 10 p.m. UTC Americas: SAT 4 a.m. – SUN 4 a.m. UTC
SAP Cloud Platform, Cloud Foundry Environment, Infrastructure	**Up to once every month:** APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 2 p.m. – FRI 6 p.m. UTC Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. – SAT 8 a.m. UTC
SAP Cloud Platform Consent Repository	Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year** Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. –SAT 8 a.m. UTC
SAP Cloud Platform Credential Store	No downtime required for maintenance		**Up to 4 times per year** APJ: FRI 2 pm – FRI 6 pm UTC Europe: FRI 10 pm – SAT 2 am Americas: SAT 4 am – SAT 8 am UTC
SAP Cloud Platform Gamification	**Bi-weekly:** APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	1 hour	**Up to 4 times per year:** APJ: FRI 2 p.m. – FRI 6 p.m. UTC Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. – SAT 8 a.m. UTC
SAP Cloud Platform Integration	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** APJ: FRI 2 p.m. – SAT 2 a.m. UTC Europe: FRI 10 p.m. – SAT 10 a.m. UTC Americas: SAT 4 a.m. – SAT 4 p.m. UTC
SAP Cloud Platform Job Scheduler	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 2 p.m. – FRI 6 p.m. UTC Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. – SAT 8 a.m. UTC
SAP Cloud Platform Master Data for Business Partners	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year**
SAP Cloud Platform Mobile Service for app and device management **SAP Cloud Platform Mobile Service for SAP Fiori**	**Bi-weekly** (odd calendar weeks): APJ, Europe, Americas: SAT 10 pm UTC	4 hours	**Up to 4 times per year:** APJ: FRI 2 p.m. – FRI 6 p.m. UTC Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. – SAT 8 a.m. UTC
SAP Cloud Platform Personal Data Manager	Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year** Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. –SAT 8 a.m. UTC
SAP Cloud Platform SAP HANA service, enterprise edition **SAP Cloud Platform SAP HANA service, standard edition**	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year for 8 hours:** APJ: FRI 9 pm – SAT 5 am UTC Europe: SAT 4 am – SAT 12 pm UTC Americas: SAT 10 am – SAT 6 pm UTC
SAP Cloud Platform Transport Management	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC		
SAP Cloud Platform Virtual Machine	**Up to once every month:** APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 2 p.m. – FRI 6 p.m. UTC Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. – SAT 8 a.m. UTC
SAP Commerce Cloud	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: SAT 3 pm – SAT 11 pm UTC Europe: SAT 10 pm – SUN 6 am UTC Americas: SUN 4 am – SUN 12 pm UTC

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region
SAP Commerce Cloud, context-driven services	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 9 pm – SAT 9 pm Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC
SAP Connected Agriculture	**Up to once every month:** APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: SAT 12 am – SAT 6 am UTC Europe: SAT 7 am – SAT 1 pm UTC Americas: SAT 1 pm – SAT 7 pm UTC

SAP Connected Goods	APJ: SAT 3pm UTC
	Europe: SAT 10 pm UTC
	Americas: SUN 4 am UTC
		2 hours	**Up to 4 times per year:**
			APJ: FRI 2 pm – SUN 7 pm UTC
			Europe
			  Winter: FRI 9 pm – MON 2 am UTC
			  Summer: FRI 8 pm – MON 1 am UTC
			Americas:
			  Winter: SAT 3 am – MON 8 am UTC
			  Summer: SAT 2 am – MON 7 am UTC

SAP Connected Parking	No Downtime required for maintenance		**Up to 4 times per year:** Europe: SAT 9 pm – MON 5 am UTC Americas: SUN 3am- MON 11 am UTC
SAP Consumer Insight 365	**Up to Once Every Month** APJ: SAT 3 pm to 7 pm UTC	4 hours	**Up to 4 times per year:** APJ: SAT 3 pm – Sun 1 am UTC
SAP Consumer Sales Intelligence	Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** Europe: MON 10 pm – TUE 4 am Americas: TUE 10 pm – WED 4 am
SAP Contact Center, Cloud Edition	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 2 pm - SUN 7 pm UTC Europe: FRI 9 pm - MON 2 am UTC Americas: SAT 3 am - MON 8 am UTC
SAP Conversational AI	Europe: SAT 10 pm UTC	4 hours	**Up to 4 times per year:** SAT 4am to SUN 4am UTC
SAP CoPilot	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	
SAP Customer Attribution	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** Americas: SAT 1pm - SUN 1pm UTC Europe: SAT 7am - SUN 7am UTC
SAP Customer Engagement Center	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 3 pm - SUN 7 pm UTC Europe: FRI 10 pm - MON 2 am UTC Americas: SAT 4 am - MON 8 am UTC
SAP Data Custodian	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC
SAP Data Privacy Governance	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	5 hours	**Up to 4 times per year**
SAP Data Quality Management	Europe: SAT 10 pm UTC	1 hour	
SAP Digital Manufacturing Cloud	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year** Europe: FRI 3 pm - MON 1 am UTC Americas: SAT 9 pm - MON 7 am UTC
SAP Digital Payments	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** SAT 7 am to SUN 1 pm UTC

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region
SAP Distributed Manufacturing	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** Europe: FRI 3:30 am – FRI 3:30 pm UTC
SAP Document Compliance	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 2 pm – SAT 2 a.m. UTC Europe: FRI 10 pm – SAT 10 am UTC Americas: SAT 4 am – SAT 4 pm UTC
SAP Edge Services	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** Friday 10:00 pm to Monday 3:00 am UTC
SAP Enable Now	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: THU 8 am - THU 10 pm UTC Europe: THU 3 pm - FRI 5 am UTC Americas: THU 9 pm – FRI 11 am UTC
SAP Enterprise Architecture Designer, cloud edition	Europe: SAT 10 pm UTC	4 hours	**Up to 4 times per year:** Europe: SAT 8 am – 8 pm UTC
SAP Enterprise Chatbot	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: SAT 3 pm – SUN 3 pm UTC Europe: SAT: 10 pm – SUN 10 pm UTC Americas: SUN 4 am – MON 4 am UTC Max downtime 24 hours. Every second Saturday of March, June, September, December.
SAP Enterprise Messaging	No Downtime required for maintenance		**Up to 4 times per year:** APJ: FRI 2 p.m. – FRI 6 p.m. UTC Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. – SAT 8 a.m. UTC
SAP Entitlement Management	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 9 pm – SAT 9 pm UTC Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC

SAP Event Ticketing, Event Ticketing Pro	Europe:
	  MON 12 am &
	  WED 2 am UTC
	
	Americas:
	  MON 5 am &
	  WED 5 am UTC
		5 hours
		1 hour
		
		5 hours
		1 hour	

SAP Exchange Media	No downtime required for maintenance		**Up to 4 times per year** APJ: SAT 12 am – SAP 6 am UTC Europe: SAT 7 am – SAT 1 pm UTC Americas: SAT 1 pm – SAT 7 pm UTC
SAP Field Service Management **SAP Crowd Service**	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year.**
SAP Financial Statements Insights	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	3 hours	**Up to 4 times per year:** APJ: SAT 7 am – SAT 1 pm UTC Europe: SAT 7 am – SAT 1 pm UTC Americas: SAT 7 am – SAT 1 pm UTC
SAP Fiori Cloud	No downtime required for maintenance		**Up to 4 times per year:** APJ: FRI 2 pm – FRI 6 pm UTC Europe: FRI 10 pm – SAT 2 am UTC Americas: SAT 4 am – SAT 8 am UTC
SAP Global Track and Trace	No downtime required for maintenance		**Odd Numbered Weeks** 5 am to 7 am UTC

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region
SAP Health Engagement	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** Europe: FRI 4 am – FRI 10 am UTC Americas: SAT 5 am – SAT 11 am UTC
SAP Identity **SAP Consent** **SAP Profile**	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	
SAP Innovation Management	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** APJ: FRI 2 pm - MON 6 am UTC Europe: FRI 9 pm - MON 2 pm UTC Americas: SAT 3 am - MON 8 pm UTC
SAP Integrated Business Planning	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC MENA: FRI 7 pm UTC	4 hours	**Up to 4 times per year:** APJ: FRI 9 pm - SAT 9 pm UTC Europe: SAT 4 am - SUN 4 am UTC Americas: SAT 10 am - SUN 10 am UTC MENA: FRI 1 am – SAT 1 am UTC
SAP Intelligent Notification 365	SAT 3 pm UTC	4 hours	
SAP Intelligent Robotic Process Automation	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 9 pm – SAT 9 pm UTC Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC

SAP IoT Application Enablement	Bi-Weekly (odd calendar weeks):
	APJ: SUN 8:30 pm UTC
	Europe:
	  Winter: MON 3:30 am UTC
	  Summer MON 2:30 am UTC
	Americas:
	  Winter: MON 9:30 am UTC
	  Summer: MON 8:30 am UTC
		2 hours	**Up to 4 times per year:**
			APJ: SAT 12 am – SAT 12 pm UTC
			Europe:
			  Winter: SAT 7 am – SAT 7 pm UTC
			  Summer: SAT 6 am – SAT 6 pm UTC
			Americas:
			  Winter: SAT 3 am – SAT 3 pm UTC
			  Summer: SAT 2 am – SAT 2 pm UTC

SAP IoT Connect 365	Up to once every month: SAT 10 pm UTC	4 hours	**Up to 4 times per year:** SAT 7 am – SAT 1 pm UTC
SAP Jam Collaboration, **SAP Jam Communities**	APJ: FRI & SAT 3 pm UTC Europe: FRI & SAT 10 pm UTC (DCs hosted out of Amsterdam DC2 & St Leon Rot DC12 utilize FRI only to accommodate MENA customers) Americas: SAT and SUN 4 am UTC MENA: FRI 7 pm UTC	7 hours	
SAP Knowledge Workspace	Europe: SAT 10 pm UTC	1 hour	**Up to 8 times per year**
SAP Learning Hub	APJ: FRI and SAT 3 pm UTC Europe: FRI and SAT 10 pm UTC (DCs hosted out of Amsterdam DC2 & St Leon Rot DC12 utilize FRI only to accommodate MENA customers) Americas: SAT and SUN 4 am UTC MENA: FRI 7 pm UTC	7 hours	
SAP Leonardo IoT	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year.** Last SAT/SUN of each quarter. 4 hours. APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region

SAP Leonardo IoT Bridge	APJ: SAT 3 pm UTC
	Europe: SAT 10 pm UTC
	Americas: SUN 4 am UTC
		4 hours	**Up to 4 times per year**
			APJ: FRI 2 pm – SUN 7 pm UTC
			Europe:
			  Winter: FRI 9 pm – MON 2 am UTC
			  Summer: FRI 8 pm – MON 1 am UTC
			Americas:
			  Winter: SAT 3 am – MON 8 am UTC
			  Summer: SAT 2 am – MON 7 am

SAP Leonardo machine learning foundation	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 10 pm – SAT 10 pm UTC Europe: SAT 5 am – SUN 5 am UTC Americas: SAT 11 am – SUN 11 am UTC
SAP Live Customer Cloud	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year*:** APJ: SAT 3 pm – 9 pm UTC Europe: SAT 10 pm – SUN 4 am UTC Americas: SUN 4 am – 10 am UTC *These Maintenance Windows are separate from and in addition to Maintenance Windows of underlying SAP Cloud Platform.
SAP Localization Hub, advanced compliance reporting service	Europe: SAT 2 am UTC	2 hours	**Up to 12 times a year** Four (4) hours window made known by SAP at least one (1) week in advance.* * These Maintenance Windows are separate from and in addition to Maintenance Windows of underlying SAP Cloud Platform
SAP Localization Hub, electronic invoicing for Brazil (nota fiscal electronica)	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** Americas: SAT 3 am UTC Europe: SUN 3 am UTC
SAP Localization Hub, tax service	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:**
SAP Logistics Business Network	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 9 pm – SAT 9 pm UTC Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC
SAP Loyalty	Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year**
SAP Marketing Cloud	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC MENA: FRI 7 pm UTC	4 hours	**Up to 4 times per year:** APJ: FRI 9 pm – SAT 9 pm UTC Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC MENA FRI 1 am – SAT 1 am UTC
SAP Market Communication for Utilities	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 2 pm – SAT 2 am UTC Europe: FRI 10 pm – SAT 10 am UTC Americas: SAT 4 am – SAT 4 pm UTC
SAP Market Rates Management	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 10 times per year**
SAP Merchandising	No downtime required for maintenance		
SAP Multi-Bank Connectivity	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** APJ: FRI 2 pm - SUN 7 pm UTC Europe: FRI 9 pm - MON 2 am UTC Americas: SAT 3 am - MON 8 am UTC

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region

SAP Network Logistics Hub (formerly SAP Connected Logistics)	APJ: SAT 3 pm UTC
	Europe: SAT 10 pm UTC
	Americas: SUN 4 am UTC
		2 hours	**Up to 4 times per year:**
			APJ, Europe, Americas:
			  Winter (any weekday):
			    3:30 am – 7:30 am UTC
			  Summer (any weekday):
			    2:30 am – 6:30 am UTC

SAP Predictive Engineering Insights	APJ, Europe, Americas
	Winter: FRI 3 pm UTC
	Summer: FRI 2 pm UTC
		2 hours	**Up to 8 times per year:**
			APJ, Europe, Americas:
			  Winter: FRI 3 pm – MON 7 am UTC
			  Summer: FRI 2 pm – MON 6 am UTC

SAP Predictive Maintenance and Service, Cloud Edition	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** Europe: SUN 3:30 am – SUN 3:30 pm UTC
SAP Product Configuration add on for SAP Commerce SAP Product Configuration Intelligence SAP Product Configuration	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: SAT 3 pm – SAT 11 pm UTC Europe: SAT 10 pm –SUN 6 am UTC Americas: SUN 4 am –SUN 12 pm UTC
SAP Product Configuration as part of SAP CPQ, edition for variant configuration	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: SAT 3 pm – SAT 11 pm UTC Europe: SAT 10 pm –SUN 6 am UTC Americas: SUN 4 am –SUN 12 pm UTC
SAP Product Content Hub	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 9 pm – SAT 9 pm UTC Europe: SAT 4 am to SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC
SAP Product Stewardship Network	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: TUE 4 am – TUE 11 am UTC Europe: TUE 4 am – TUE 11 am UTC Americas: TUE 4 am – TUE 11 am UTC
SAP RealSpend	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	3 hours	**Up to 4 times per year:** APJ: SAT 7 am – SAT 1 pm UTC Europe: SAT 7 am – SAT 1 pm UTC Americas: SAT 7 am – SAT 1 pm UTC
SAP Resolve	Every third week: APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** APJ: SAT 3 am – MON 8 am UTC Europe: SAT 3 am – MON 8 am UTC Americas: SAT 3 am – MON 8 am UTC
SAP Roambi	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** APJ: SAT 3 pm – 9 pm UTC Europe: SAT 10 pm – SUN 4 am UTC Americas: SUN 4 am – 10 am UTC
S/4HANA Cloud Edition	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC MENA: FRI 7 pm UTC	4 hours	**Up to 4 times per year:** APJ: FRI 9 pm – SAT 9 pm UTC Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC MENA: FRI 1 am – SAT 1 am UTC
S/4HANA Cloud for intelligent product design	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year** SAT 8 am -8 pm based on local data center time zone.
S/4HANA Cloud, single tenant edition	Agreed with customer on request		**Up to 2 times per year.** Determined together with customer.

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region
S/4HANA Finance Cloud for credit integration	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	1 hour	**Up to 4 times per year:** APJ: SAT 12 am - SAT 6 am UTC Europe: SAT 7 am – SAT 1 pm UTC Americas: SAT 1 pm – SAT 7 pm UTC
S/4HANA Finance Cloud for customer payments	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	1 hour	**Up to 4 times per year:** APJ: SAT 12 am - SAT 6 am UTC Europe: SAT 7 pm – SAT 1 pm UTC Americas: SAT 1 pm – SAT 7 pm UTC
SAP Sales and SAP Service	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 10 pm - SAT 10 pm UTC Europe: SAT 5 am - SUN 5 am UTC Americas: SAT 11 am - SUN 11 am UTC
SAP Search and Discovery	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 8 times per year** Europe: FRI 3:30 am - FRI 3:30 pm UTC
SAP Service Ticket Intelligence	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	1 hours	**Up to 4 times per year:** Europe – WED 2 am-4 am UTC Americas: WED 6 am – 8 am UTC
SAP SMS 365, enterprise service	Up to Once every month: All regions: SAT: 6 pm to 10 pm UTC	4 hours	
SAP SportsOne	Bi-Weekly: APJ: MON 10 pm UTC Europe: TUE 5 am UTC Americas: TUE 11 am UTC & APJ: WED 10 pm UTC Europe: THU 5 am UTC Americas: THU 11 am UTC	2 hours 1 hour	**Once per year, 8 hours**
SAP Subscription Billing	Americas: SUN 4 am UTC Europe: 10 pm UTC	4 hours	**Up to 4 times per year** Americas: SUN 4 am - SUN 12 pm UTC Europe: SAT 10 pm – SUN 6 am UTC
SAP SuccessFactors HCM Suite (except Employee Central Payroll)	APJ: FRI and SAT 3 pm UTC Europe: FRI and SAT 10 pm UTC (DCs hosted out of Amsterdam DC2 & St Leon Rot DC12 utilize FRI only to accommodate MENA customers) Americas: SAT and SUN 4 am UTC MENA: FRI 7 pm UTC	7 hours	
SAP SuccessFactors Employee Central Payroll	APJ: SAT 3 pm UTC Europe: FRI 10 pm UTC Americas: SUN 4 am UTC MENA: FRI 7 pm UTC	4 hours	
SAP Supply Base Optimization	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: SAT 12 am - SAT 6 am UTC Europe: SAT 7 pm – SAT 1 pm UTC Americas: SAT 1 pm – SAT 7 pm UTC
SAP Translation Hub	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 12 times per year:** During a 4 hour window made known by SAP at least 1 week in advance.* * These Maintenance Windows are separate from and in addition to Maintenance Windows of underlying SAP Cloud Platform
SAP TwoGo	No downtime required for maintenance		**Up to 12 times per year:** Europe: Winter: FRI 9 pm to MON 2 am UTC Summer: FRI 8 pm to MON 1 am UTC

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region
SAP Vehicle Insights	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	**4 hours**	**Up to 4 times per year:** APJ: Winter: SAT 11 am- 11 pm UTC Summer: SAT 10 am- 10 pm UTC Europe: Winter: SAT 7 am- 7 pm UTC Summer: SAT 6 am- 6 pm UTC Americas: Winter: SAT 1 pm- SUN 1 am UTC Summer: SAT 12 pm- SUN 12 am UTC
SAP Vehicles Network	No downtime required for maintenance		**Up to 4 times per year:** APJ: SAT 2 pm- SUN 10 pm UTC Europe: Winter: SAT 9 pm- MON 5 am UTC Summer: SAT 8 pm- MON 4 am UTC Americas: Winter: SUN 3 am- MON 11 am UTC Summer: SUN 2 am- MON 10 am UTC
SAP Watch List Screening	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** FRI 7 am to 10 pm
SAP Work Life	Europe: 10 pm UTC	1 hour	**Up to 8 times per year**
SAP Work Manager, Cloud Edition	No downtime required for maintenance		**Up to 12 times per year:** Europe: THU 6 pm – THU 8 pm UTC

VENDOR BRANDED CLOUD SERVICES	Regular Maintenance Start Time in UTC per region	Duration	Comments & Major Upgrades Timeframe in UTC per region
Ruum by SAP	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	1 Hour	**Up to 3 times per year**
SAP Account Reconciliation & Automation by Blackline **SAP Account Reconciliation & Automation by BlackLine, premier edition** **SAP Intercompany Financial Hub by Blackline**	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC There is no scheduled standard downtime for the BlackLine solution, per the VBR: "Scheduled Downtime" means a timeslot not to exceed 1 hour per month to run maintenance and update services on the Provider Service. Provider shall have the option to file a written request to SAP for Scheduled Downtime and both Parties shall jointly agree on such at 10 days prior the requested Scheduled Downtime date. SAP shall not unreasonably withhold agreement to Provider's request for Scheduled Downtime."	1 hour	**Up to 12 times per year:** On request to SAP
SAP Archiving and Document Access by OpenText, cloud edition	**APJ:** SAT 7 am – 12 pm & WED 10 am - 1 pm UTC **Europe:** Frankfurt FRI 7 pm to 12 pm UTC & WED 10 pm to THU 1 am UTC Amstelveen FRI 7 pm to 12 pm UTC & WED 10 pm to THU 1 am UTC & SUN 3 pm to 5 pm UTC **Americas:** Toronto SAT 1 am to 6 am UTC & TUE 8 pm to 11 pm UTC Ashburn SAT 2 am to 6 am UTC Austin SAT 1 am to 6 am & TUE 8 pm to 11 pm UTC Lithia Springs SAT 1 am to 6 am UTC & TUE 8 pm to 11 pm UTC & SUN 2 am to 6 am UTC		
SAP Assessment Management by Questionmark	Europe: SAT 9 am UTC Americas: Winter: SAT 10 am UTC Summer: SAT 9 am UTC	12 hours	Regular Maintenance windows on a third Saturday of each month
SAP Commerce Marketplace Management by Mirakl	0:00 am to 8:00 am UTC upon written request from the partner and mutual agreement.	4 hours	Upon written request from partner and agreement.

VENDOR BRANDED CLOUD SERVICES	Regular Maintenance Start Time in UTC per region	Duration	Comments & Major Upgrades Timeframe in UTC per region

SAP Communication Center by Ancile	(1) APJ: MON 6 pm & WED 6 pm UTC
	Europe:
	  Winter: TUE 1 am & THU 1 am UTC;
	  Summer: TUE 12 am & THU 12 am UTC
	Americas:
	  Winter: TUE 7 am & THU 7 am UTC;
	  Summer: TUE 6 am & THU 6 am UTC
	(2) APJ: FRI 6 pm UTC
	Europe:
	  Winter: SAT 1 am UTC
	  Summer: SAT 12 am UTC
	Americas:
	  Winter: SAT 7 am UTC;
	  Summer: SAT 6 am UTC
		2 hours
		
		4 hours
			Customer may select from any one of the maintenance window options (1) or (2)

SAP Data Visualization by Zoomdata	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** 11 pm Monday -3 am Tuesday Region Local Time

SAP Digital Asset Management Cloud by OpenText	**Europe:** SAT 7:00 pm UTC
	         SUN 3:00 pm UTC
	
	Americas: SAT 1:00 am UTC
	           SUN 2:00 am UTC
		5 hours
		2 hours
		
		5 hours
		4 hours
			Up to 52 times per year

SAP Energy Self-Service Accelerator for Utilities by SEW, cloud edition Supplement	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	None listed in Solex agreement
SAP Extended Enterprise Content Management by OpenText, cloud edition	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 12 times per year:** Europe: FRI 9:00 a.m. to 1:00 p.m. UTC+1 Americas: FRI 3:00 a.m. to 7:00 a.m. UTC–5 APJ: FRI 4:00 p.m. to 8:00 p.m. UTC+8
SAP Extended Enterprise Content Management by OpenText, add-on for Microsoft Office 365	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 1 time per year:**

VENDOR BRANDED CLOUD SERVICES	Regular Maintenance Start Time in UTC per region	Duration	Comments & Major Upgrades Timeframe in UTC per region

SAP Knowledge Central by Mindtouch	(1) APJ: MON 6 pm & WED 6 pm UTC
	    Europe:
	      Winter: TUE 1 am & THU 1 am UTC
	      Summer: TUE 12 am & THU 12 am UTC
	    Americas:
	      Winter: TUE 7 am & THU 7 am UTC
	      Summer: TUE 6 am & THU 6 am UTC
	(2) APJ: FRI 6 pm UTC
	    Europe:
	      Winter: SAT 1 am UTC
	      Summer: SAT 12 am UTC
	    Americas:
	      Winter: SAT 7 am UTC
	      Summer: SAT 6 am UTC
		2 hours
		
		4 hours
			Customer may select from any one of the maintenance window options (1) or (2)
			
			Up to 4 times per year:
			APJ: FRI 2 pm - SAT 2 pm UTC
			Europe:
			  Winter: FRI 9 pm - SAT 9 pm UTC
			  Summer: FRI 8 pm - SAT 8 pm UTC
			Americas:
			  Winter: SAT 3 am - SUN 3 am UTC
			  Summer: SAT 2 am - SUN 2 am UTC

SAP Productivity Pak by Ancile	APJ: SAT 1 pm UTC
	Europe:
	  Winter: SAT 8 pm UTC
	  Summer: SAT 7 pm UTC
	Americas:
	  Winter: SUN 2 am UTC
	  Summer: SUN 1 am UTC
		6 hours	**Up to 4 times per year:**
			APJ: SAT 1 pm – SAT 7 pm UTC
			Europe:
			  Winter: SAT 8 pm – SUN 2 am UTC
			  Summer: SAT 7 pm – SUN 1 am UTC
			Americas:
			  Winter: SUN 2 am – SUN 8 am UTC
			  Summer: SUN 1 am – SUN 7 am UTC

SAP S/4HANA Cloud Invoice Processing by OpenText	Europe:
	  8 pm Friday to 1 am Saturday UTC,
	  4 pm Sunday to 6 pm Sunday UTC
	  (this window may be used a maximum of 4 times per year)
	Americas:
	  3 pm Friday to 8 pm Saturday UTC
	  4 pm Saturday to 8 pm Sunday UTC
		2 hours	

SAP Scheduling and Resource Management by ClickSoftware	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 2 times per year** 30 June, 31 December
SAP Signature Management by DocuSign			To the extent maintenance must be performed on the SAP Cloud Service, SAP shall use maintenance windows for planned downtimes applicable to the SAP cloud solution associated with use of the SAP CloudService.

SAP SuccessFactors Document Management by OpenText	Europe: SAT 19:00 UTC
	          SUN 15:00 UTC
	
	Americas: SAT 1:00 UTC
	           SUN 2:00 UTC
		5 hours
		2 hours
		
		5 hours
		4 hours
			Up to 52 times per year

SAP Time and Attendance Management by Workforce Software
SAP Workforce Forecasting and Scheduling by WorkForce Software
	APJ: SAT 1 pm UTC
	Europe:
	  Winter: SAT 8 pm UTC
	  Summer: SAT 7 pm UTC
	Americas:
	  Winter: SUN 2 am UTC
	  Summer: SAT 1 am UTC
		4 hours	

VENDOR BRANDED CLOUD SERVICES	Regular Maintenance Start Time in UTC per region	Duration	Comments & Major Upgrades Timeframe in UTC per region
SAP Time Management by Kronos	APJ: FRI 2 pm – 4 pm UTC Europe: FRI 11 pm – SAT 3 am UTC Americas: FRI 7 pm – 11 pm UTC	4 hours	**Up to 4 times per year.**

SAP Trade Repository Reporting by Virtusa	APJ, Europe, Americas:
	  Winter: weekdays 7 pm UTC
	  Summer: weekday 6 pm UTC &
	Every fourth MON of every month
		2 hours	APJ, Europe, Americas:
			  Winter: SAT 5 am – SUN 8 pm UTC
			  Summer: SAT 4 am – SUN 7 pm UTC

	APJ, Europe, Americas:
	  Winter: 11 pm UTC
	  Summer: 10 pm UTC
		4 hours	

SAP U.S. Benefits Management by Benefitfocus	Americas:
	  Winter: SAT 4 am UTC
	  Summer: SAT 3 am UTC
		8 hours	

SAP User Experience Management by Knoa	Europe: WED 9 pm UTC
	Americas:
	  SAT 10 am UTC
	  THU 3 am UTC
		2 hours
		
		12 hours
		2 hours	

Schedule D

PERSONAL DATA PROCESSING AGREEMENT FOR SAP CLOUD SERVICES

1. **BACKGROUND**
1.1 **Purpose and Application.** This document ("**DPA**") is incorporated into the Agreement and forms part of a written (including in electronic form) contract between SAP and Customer. This DPA applies to Personal Data processed by SAP and its Subprocessors in connection with its provision of the Cloud Service. This DPA does not apply to non-production environments of the Cloud Service if such environments are made available by SAP, and Customer shall not store Personal Data in such environments.
1.2 **Structure.** Appendices 1 and 2 are incorporated into and form part of this DPA. They set out the agreed subject-matter, the nature and purpose of the processing, the type of Personal Data, categories of data subjects and the applicable technical and organizational measures.
1.3 **GDPR.** SAP and Customer agree that it is each party's responsibility to review and adopt requirements imposed on Controllers and Processors by the General Data Protection Regulation 2016/679 ("**GDPR**"), in particular with regards to Articles 28 and 32 to 36 of the GDPR, if and to the extent applicable to Personal Data of Customer/Controllers that is processed under the DPA. For illustration purposes, Appendix 3 lists the relevant GDPR requirements and the corresponding sections in this DPA.
1.4 **Governance.** SAP acts as a Processor and Customer and those entities that it permits to use the Cloud Service act as Controllers under the DPA. Customer acts as a single point of contact and is solely responsible for obtaining any relevant authorizations, consents and permissions for the processing of Personal Data in accordance with this DPA, including, where applicable approval by Controllers to use SAP as a Processor. Where authorizations, consent, instructions or permissions are provided by Customer these are provided not only on behalf of the Customer but also on behalf of any other Controller using the Cloud Service. Where SAP informs or gives notice to Customer, such information or notice is deemed received by those Controllers permitted by Customer to use the Cloud Service and it is Customer's responsibility to forward such information and notices to the relevant Controllers.

2. **SECURITY OF PROCESSING**
2.1 **Appropriate Technical and Organizational Measures.** SAP has implemented and will apply the technical and organizational measures set forth in Appendix 2. Customer has reviewed such measures and agrees that as to the Cloud Service selected by Customer in the Order Form the measures are appropriate taking into account the state of the art, the costs of implementation, nature, scope, context and purposes of the processing of Personal Data.
2.2 **Changes.** SAP applies the technical and organizational measures set forth in Appendix 2 to SAP's entire customer base hosted out of the same Data Center and receiving the same Cloud Service. SAP may change the measures set out in Appendix 2 at any time without notice so long as it maintains a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without diminishing the security level protecting Personal Data.

3. **SAP OBLIGATIONS**
3.1 **Instructions from Customer.** SAP will process Personal Data only in accordance with documented instructions from Customer. The Agreement (including this DPA) constitutes such documented initial instructions and each use of the Cloud Service then constitutes further instructions. SAP will use reasonable efforts to follow any other Customer instructions, as long as they are required by Data Protection Law, technically feasible and do not require changes to the Cloud Service. If any of the before-mentioned exceptions apply, or SAP otherwise cannot comply

with an instruction or is of the opinion that an instruction infringes Data Protection Law, SAP will immediately notify Customer (email permitted).

3.2 **Processing on Legal Requirement.** SAP may also process Personal Data where required to do so by applicable law. In such a case, SAP shall inform Customer of that legal requirement before processing unless that law prohibits such information on important grounds of public interest.

3.3 **Personnel.** To process Personal Data, SAP and its Subprocessors shall only grant access to authorized personnel who have committed themselves to confidentiality. SAP and its Subprocessors will regularly train personnel having access to Personal Data in applicable data security and data privacy measures.

3.4 **Cooperation.** At Customer's request, SAP will reasonably cooperate with Customer and Controllers in dealing with requests from Data Subjects or regulatory authorities regarding SAP's processing of Personal Data or any Personal Data Breach. SAP shall notify the Customer as soon as reasonably practical about any request it has received from a Data Subject in relation to the Personal Data processing, without itself responding to such request without Customer's further instructions, if applicable. SAP shall provide functionality that supports Customer's ability to correct or remove Personal Data from the Cloud Service, or restrict its processing in line with Data Protection Law. Where such functionality is not provided, SAP will correct or remove any Personal Data, or restrict its processing, in accordance with the Customer's instruction and Data Protection Law.

3.5 **Personal Data Breach Notification.** SAP will notify Customer without undue delay after becoming aware of any Personal Data Breach and provide reasonable information in its possession to assist Customer to meet Customer's obligations to report a Personal Data Breach as required under Data Protection Law. SAP may provide such information in phases as it becomes available. Such notification shall not be interpreted or construed as an admission of fault or liability by SAP.

3.6 **Data Protection Impact Assessment.** If, pursuant to Data Protection Law, Customer (or its Controllers) are required to perform a data protection impact assessment or prior consultation with a regulator, at Customer's request, SAP will provide such documents as are generally available for the Cloud Service (for example, this DPA, the Agreement, audit reports or certifications). Any additional assistance shall be mutually agreed between the Parties.

4. DATA EXPORT AND DELETION

4.1 **Export and Retrieval by Customer.** During the Subscription Term and subject to the Agreement, Customer can access its Personal Data at any time. Customer may export and retrieve its Personal Data in a standard format. Export and retrieval may be subject to technical limitations, in which case SAP and Customer will find a reasonable method to allow Customer access to Personal Data.

4.2 **Deletion.** Before the Subscription Term expires, Customer may use SAP's self-service export tools (as available) to perform a final export of Personal Data from the Cloud Service (which shall constitute a "return" of Personal Data). At the end of the Subscription Term, Customer hereby instructs SAP to delete the Personal Data remaining on servers hosting the Cloud Service within a reasonable time period in line with Data Protection Law (not to exceed six months) unless applicable law requires retention.

5. CERTIFICATIONS AND AUDITS

5.1 **Customer Audit.** Customer or its independent third party auditor reasonably acceptable to SAP (which shall not include any third party auditors who are either a competitor of SAP or not suitably qualified or independent) may audit SAP's control environment and security practices relevant to Personal Data processed by SAP only if:

(a) SAP has not provided sufficient evidence of its compliance with the technical and organizational measures that protect the production systems of the Cloud Service through providing either: (i) a certification as to compliance with ISO 27001 or other standards

(scope as defined in the certificate); or (ii) a valid ISAE3402 and/or ISAE3000 or other SOC1-3 attestation report. Upon Customer's request audit reports or ISO certifications are available through the third party auditor or SAP;

(b) A Personal Data Breach has occurred;

(c) An audit is formally requested by Customer's data protection authority; or

(d) Mandatory Data Protection Law provides Customer with a direct audit right and provided that Customer shall only audit once in any twelve month period unless mandatory Data Protection Law requires more frequent audits.

5.2 **Other Controller Audit.** Any other Controller may audit SAP's control environment and security practices relevant to Personal Data processed by SAP in line with Section 5.1 only if any of the cases set out in Section 5.1 applies to such other Controller. Such audit must be undertaken through and by Customer as set out in Section 5.1 unless the audit must be undertaken by the other Controller itself under Data Protection Law. If several Controllers whose Personal Data is processed by SAP on the basis of the Agreement require an audit, Customer shall use all reasonable means to combine the audits and to avoid multiple audits.

5.3 **Scope of Audit.** Customer shall provide at least sixty days advance notice of any audit unless mandatory Data Protection Law or a competent data protection authority requires shorter notice. The frequency and scope of any audits shall be mutually agreed between the parties acting reasonably and in good faith. Customer audits shall be limited in time to a maximum of three business days. Beyond such restrictions, the parties will use current certifications or other audit reports to avoid or minimize repetitive audits. Customer shall provide the results of any audit to SAP.

5.4 **Cost of Audits.** Customer shall bear the costs of any audit unless such audit reveals a material breach by SAP of this DPA, then SAP shall bear its own expenses of an audit. If an audit determines that SAP has breached its obligations under the DPA, SAP will promptly remedy the breach at its own cost.

6. **SUBPROCESSORS**

6.1 **Permitted Use.** SAP is granted a general authorization to subcontract the processing of Personal Data to Subprocessors, provided that:

(a) SAP or SAP SE on its behalf shall engage Subprocessors under a written (including in electronic form) contract consistent with the terms of this DPA in relation to the Subprocessor's processing of Personal Data. SAP shall be liable for any breaches by the Subprocessor in accordance with the terms of this Agreement;

(b) SAP will evaluate the security, privacy and confidentiality practices of a Subprocessor prior to selection to establish that it is capable of providing the level of protection of Personal Data required by this DPA; and

(c) SAP's list of Subprocessors in place on the effective date of the Agreement is published by SAP or SAP will make it available to Customer upon request, including the name, address and role of each Subprocessor SAP uses to provide the Cloud Service.

6.2 **New Subprocessors.** SAP's use of Subprocessors is at its discretion, provided that:

(a) SAP will inform Customer in advance (by email or by posting on the support portal available through SAP Support) of any intended additions or replacements to the list of Subprocessors including name, address and role of the new Subprocessor; and

(b) Customer may object to such changes as set out in Section 6.3.

6.3 **Objections to New Subprocessors.**

(a) If Customer has a legitimate reason under Data Protection Law to object to the new Subprocessors' processing of Personal Data, Customer may terminate the Agreement (limited to the Cloud Service for which the new Subprocessor is intended to be used) on written notice to SAP. Such termination shall take effect at the time determined by the Customer which shall be no later than thirty days from the date of SAP's notice to Customer

informing Customer of the new Subprocessor. If Customer does not terminate within this thirty day period, Customer is deemed to have accepted the new Subprocessor.

    (b)   Within the thirty day period from the date of SAP's notice to Customer informing Customer of the new Subprocessor, Customer may request that the parties come together in good faith to discuss a resolution to the objection. Such discussions shall not extend the period for termination and do not affect SAP's right to use the new Subprocessor(s) after the thirty day period.

    (c)   Any termination under this Section 6.3 shall be deemed to be without fault by either party and shall be subject to the terms of the Agreement.

6.4   **Emergency Replacement.** SAP may replace a Subprocessor without advance notice where the reason for the change is outside of SAP's reasonable control and prompt replacement is required for security or other urgent reasons. In this case, SAP will inform Customer of the replacement Subprocessor as soon as possible following its appointment. Section 6.3 applies accordingly.

7.   INTERNATIONAL PROCESSING

7.1   **Conditions for International Processing.** SAP shall be entitled to process Personal Data, including by using Subprocessors, in accordance with this DPA outside the country in which the Customer is located as permitted under Data Protection Law.

7.2   **Standard Contractual Clauses.** Where (i) Personal Data of an EEA or Swiss based Controller is processed in a country outside the EEA, Switzerland and any country, organization or territory acknowledged by the European Union as safe country with an adequate level of data protection under Art. 45 GDPR, or where (ii) Personal Data of another Controller is processed internationally and such international processing requires an adequacy means under the laws of the country of the Controller and the required adequacy means can be met by entering into Standard Contractual Clauses, then:

    (a)   SAP and Customer enter into the Standard Contractual Clauses;

    (b)   Customer enters into the Standard Contractual Clauses with each relevant Subprocessor as follows, either (i) Customer joins the Standard Contractual Clauses entered into by SAP or SAP SE and the Subprocessor as an independent owner of rights and obligations ("Accession Model") or, (ii) the Subprocessor (represented by SAP) enters into the Standard Contractual Clauses with Customer ("Power of Attorney Model"). The Power of Attorney Model shall apply if and when SAP has expressly confirmed that a Subprocessor is eligible for it through the Subprocessor list provided under Section 6.1(c), or a notice to Customer; and/or

    (c)   Other Controllers whose use of the Cloud Services has been authorized by Customer under the Agreement may also enter into Standard Contractual Clauses with SAP and/or the relevant Subprocessors in the same manner as Customer in accordance with Sections 7.2 (a) and (b) above. In such case, Customer will enter into the Standard Contractual Clauses on behalf of the other Controllers.

7.3   **Relation of the Standard Contractual Clauses to the Agreement.** Nothing in the Agreement shall be construed to prevail over any conflicting clause of the Standard Contractual Clauses. For the avoidance of doubt, where this DPA further specifies audit and subprocessor rules in sections 5 and 6, such specifications also apply in relation to the Standard Contractual Clauses.

7.4   **Governing Law of the Standard Contractual Clauses.** The Standard Contractual Clauses shall be governed by the law of the country in which the relevant Controller is incorporated.

8.   DOCUMENTATION; RECORDS OF PROCESSING

Each party is responsible for its compliance with its documentation requirements, in particular maintaining records of processing where required under Data Protection Law. Each party shall reasonably assist the other party in its documentation requirements, including providing the information the other party needs from it in a manner reasonably requested by the other party (such

as using an electronic system), in order to enable the other party to comply with any obligations relating to maintaining records of processing.

9. EU ACCESS

9.1 Optional Service. EU Access is an optional service that may be offered by SAP. SAP shall provide the Cloud Service eligible for EU Access solely for production instances in accordance with this Section 9. Where EU Access is not expressly specified and agreed in the Order Form, this Section 9 shall not apply.

9.2 EU Access. SAP will use only European Subprocessors to provide support requiring access to Personal Data in the Cloud Service and SAP shall not export Personal Data outside of the EEA or Switzerland unless expressly authorized by Customer in writing (e-mail permitted) on a case by case basis; or as excluded under Section 9.4.

9.3 Data Center Location. Upon the effective date of the Agreement, the Data Centers used to host Personal Data in the Cloud Service are located in the EEA or Switzerland. SAP will not migrate the Customer instance to a Data Center outside the EEA or Switzerland without Customer's prior written consent (email permitted). If SAP plans to migrate the Customer instance to a Data Center within the EEA or to Switzerland, SAP will notify Customer in writing (email permitted) no later than thirty days before the planned migration.

9.4 Exclusions. The following Personal Data is not subject to 9.2 and 9.3:

(a) Contact details of the sender of a support ticket; and

(b) Any other Personal Data submitted by Customer when filing a support ticket. Customer may choose not to transmit Personal Data when filing a support ticket. If this data is necessary for the incident management process, Customer may choose to anonymize that Personal Data before any transmission of the incident message to SAP.

10. DEFINITIONS

Capitalized terms not defined herein will have the meanings given to them in the Agreement.

10.1 "Controller" means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data; for the purposes of this DPA, where Customer acts as processor for another controller, it shall in relation to SAP be deemed as additional and independent Controller with the respective controller rights and obligations under this DPA.

10.2 "Data Center" means the location where the production instance of the Cloud Service is hosted for the Customer in its region, as published at: http://www.sap.com/corporate-en/about/our-company/policies/data-privacy-and-security/location-of-data-center.html or notified to Customer or otherwise agreed in an Order Form.

10.3 "Data Protection Law" means the applicable legislation protecting the fundamental rights and freedoms of persons and their right to privacy with regard to the processing of Personal Data under the Agreement (and includes, as far as it concerns the relationship between the parties regarding the processing of Personal Data by SAP on behalf of Customer, the GDPR as a minimum standard, irrespective of whether the Personal Data is subject to GDPR or not).

10.4 "Data Subject" means an identified or identifiable natural person as defined by Data Protection Law.

10.5 "EEA" means the European Economic Area, namely the European Union Member States along with Iceland, Liechtenstein and Norway.

10.6 "European Subprocessor" means a Subprocessor that is physically processing Personal Data in the EEA or Switzerland.

10.7 "Personal Data" means any information relating to a Data Subject which is protected under Data Protection Law. For the purposes of the DPA, it includes only personal data which is (i) entered by Customer or its Authorized Users into or derived from their use of the Cloud Service, or (ii) supplied to or accessed by SAP or its Subprocessors in order to provide support under the Agreement. Personal Data is a sub-set of Customer Data (as defined under the Agreement).

10.8 "Personal Data Breach" means a confirmed (1) accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or unauthorized third-party access to Personal Data or (2) similar incident involving Personal Data, in each case for which a Controller is required under Data Protection Law to provide notice to competent data protection authorities or Data Subjects.

10.9 "Processor" means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller, be it directly as processor of a controller or indirectly as subprocessor of a processor which processes personal data on behalf of the controller.

10.10 "Standard Contractual Clauses" or sometimes also referred to the "EU Model Clauses" means the (Standard Contractual Clauses (processors)) or any subsequent version thereof published by the European Commission (which will automatically apply). The Standard Contractual Clauses current as of the effective date of the Agreement are attached hereto as Appendix 4.

10.11 "Subprocessor" means SAP Affiliates, SAP SE, SAP SE Affiliates and third parties engaged by SAP, SAP SE or SAP SE's Affiliates in connection with the Cloud Service and which process Personal Data in accordance with this DPA.

Appendix 1 to the DPA and, if applicable, the Standard Contractual Clauses

Data Exporter
The Data Exporter is the Customer who subscribed to a Cloud Service that allows Authorized Users to enter, amend, use, delete or otherwise process Personal Data. Where the Customer allows other Controllers to also use the Cloud Service, these other Controllers are also Data Exporters.

Data Importer
SAP and its Subprocessors provide the Cloud Service that includes the following support:

SAP SE Affiliates support the Cloud Service data centers remotely from SAP facilities in St. Leon/Rot (Germany), India and other locations where SAP employs personnel in the Operations/Cloud Delivery function. Support includes:
- Monitoring the Cloud Service
- Backup & restoration of Customer Data stored in the Cloud Service
- Release and development of fixes and upgrades to the Cloud Service
- Monitoring, troubleshooting and administering the underlying Cloud Service infrastructure and database
- Security monitoring, network-based intrusion detection support, penetration testing

SAP SE Affiliates provide support when a Customer submits a support ticket because the Cloud Service is not available or not working as expected for some or all Authorized Users. SAP answers phones and performs basic troubleshooting, and handles support tickets in a tracking system that is separate from the production instance of the Cloud Service.

Data Subjects
Unless provided otherwise by the Data Exporter, transferred Personal Data relates to the following categories of Data Subjects: employees, contractors, business partners or other individuals having Personal Data stored in the Cloud Service.

Data Categories
The transferred Personal Data concerns the following categories of data:

Customer determines the categories of data per Cloud Service subscribed. Customer can configure the data fields during implementation of the Cloud Service or as otherwise provided by the Cloud Service. The transferred Personal Data typically relates to the following categories of data: name, phone numbers, e-mail address, time zone, address data, system access / usage / authorization data, company name, contract data, invoice data, plus any application-specific data that Authorized Users enter into the Cloud Service and may include bank account data, credit or debit card data.

Special Data Categories (if appropriate)
The transferred Personal Data concerns the following special categories of data: As set out in the Agreement (including the Order Form) if any.

Processing Operations / Purposes
The transferred Personal Data is subject to the following basic processing activities:
- use of Personal Data to set up, operate, monitor and provide the Cloud Service (including Operational and Technical Support)
- provision of Consulting Services;
- communication to Authorized Users
- storage of Personal Data in dedicated Data Centers (multi-tenant architecture)
- upload any fixes or upgrades to the Cloud Service

- back up of Personal Data
- computer processing of Personal Data, including data transmission, data retrieval, data access
- network access to allow Personal Data transfer
- execution of instructions of Customer in accordance with the Agreement.

Appendix 2 to the DPA and, if applicable, the Standard Contractual Clauses – Technical and Organizational Measures

1. TECHNICAL AND ORGANIZATIONAL MEASURES

The following sections define SAP's current technical and organizational measures. SAP may change these at any time without notice so long as it maintains a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without diminishing the security level protecting Personal Data.

1.1 Physical Access Control. Unauthorized persons are prevented from gaining physical access to premises, buildings or rooms where data processing systems that process and/or use Personal Data are located.

Measures:
- SAP protects its assets and facilities using the appropriate means based on the SAP Security Policy
- In general, buildings are secured through access control systems (e.g., smart card access system).
- As a minimum requirement, the outermost entrance points of the building must be fitted with a certified key system including modern, active key management.
- Depending on the security classification, buildings, individual areas and surrounding premises may be further protected by additional measures. These include specific access profiles, video surveillance, intruder alarm systems and biometric access control systems.
- Access rights are granted to authorized persons on an individual basis according to the System and Data Access Control measures (see Section 1.2 and 1.3 below). This also applies to visitor access. Guests and visitors to SAP buildings must register their names at reception and must be accompanied by authorized SAP personnel.
- SAP employees and external personnel must wear their ID cards at all SAP locations.

Additional measures for Data Centers:
- All Data Centers adhere to strict security procedures enforced by guards, surveillance cameras, motion detectors, access control mechanisms and other measures to prevent equipment and Data Center facilities from being compromised. Only authorized representatives have access to systems and infrastructure within the Data Center facilities. To protect proper functionality, physical security equipment (e.g., motion sensors, cameras, etc.) undergo maintenance on a regular basis.
- SAP and all third-party Data Center providers log the names and times of authorized personnel entering SAP's private areas within the Data Centers.

1.2 System Access Control. Data processing systems used to provide the Cloud Service must be prevented from being used without authorization.

Measures:
- Multiple authorization levels are used when granting access to sensitive systems, including those storing and processing Personal Data. Authorizations are managed via defined processes according to the SAP Security Policy
- All personnel access SAP's systems with a unique identifier (user ID).
- SAP has procedures in place so that requested authorization changes are implemented only in accordance with the SAP Security Policy (for example, no rights are granted without authorization). In case personnel leaves the company, their access rights are revoked.
- SAP has established a password policy that prohibits the sharing of passwords, governs responses to password disclosure, and requires passwords to be changed on a regular basis and default passwords to be altered. Personalized user IDs are assigned for authentication. All passwords must fulfill defined minimum requirements and are stored in encrypted form. In the case of domain

passwords, the system forces a password change every six months in compliance with the requirements for complex passwords. Each computer has a password-protected screensaver.

- The company network is protected from the public network by firewalls.

- SAP uses up-to-date antivirus software at access points to the company network (for e-mail accounts), as well as on all file servers and all workstations.

- Security patch management is implemented to provide regular and periodic deployment of relevant security updates. Full remote access to SAP's corporate network and critical infrastructure is protected by strong authentication.

1.3 Data Access Control. Persons entitled to use data processing systems gain access only to the Personal Data that they have a right to access, and Personal Data must not be read, copied, modified or removed without authorization in the course of processing, use and storage.

Measures:

- As part of the SAP Security Policy, Personal Data requires at least the same protection level as "confidential" information according to the SAP Information Classification standard.

- Access to Personal Data is granted on a need-to-know basis. Personnel have access to the information that they require in order to fulfill their duty. SAP uses authorization concepts that document grant processes and assigned roles per account (user ID). All Customer Data is protected in accordance with the SAP Security Policy.

- All production servers are operated in the Data Centers or in secure server rooms. Security measures that protect applications processing Personal Data are regularly checked. To this end, SAP conducts internal and external security checks and penetration tests on its IT systems.

- SAP does not allow the installation of software that has not been approved by SAP.

- An SAP security standard governs how data and data carriers are deleted or destroyed once they are no longer required.

1.4 Data Transmission Control. Except as necessary for the provision of the Cloud Services in accordance with the Agreement, Personal Data must not be read, copied, modified or removed without authorization during transfer. Where data carriers are physically transported, adequate measures are implemented at SAP to provide the agreed-upon service levels (for example, encryption and lead-lined containers).

Measures:

- Personal Data in transfer over SAP internal networks is protected according to SAP Security Policy.

- When data is transferred between SAP and its customers, the protection measures for the transferred Personal Data are mutually agreed upon and made part of the relevant agreement. This applies to both physical and network based data transfer. In any case, the Customer assumes responsibility for any data transfer once it is outside of SAP-controlled systems (e.g. data being transmitted outside the firewall of the SAP Data Center).

1.5 Data Input Control. It will be possible to retrospectively examine and establish whether and by whom Personal Data have been entered, modified or removed from SAP data processing systems.

Measures:

- SAP only allows authorized personnel to access Personal Data as required in the course of their duty.

- SAP has implemented a logging system for input, modification and deletion, or blocking of Personal Data by SAP or its subprocessors within the Cloud Service to the extent technically possible.

1.6   Job Control. Personal Data being processed on commission (i.e., Personal Data processed on a customer's behalf) is processed solely in accordance with the Agreement and related instructions of the customer.

<u>Measures:</u>
- SAP uses controls and processes to monitor compliance with contracts between SAP and its customers, subprocessors or other service providers.
- As part of the SAP Security Policy, Personal Data requires at least the same protection level as "confidential" information according to the SAP Information Classification standard.
- All SAP employees and contractual subprocessors or other service providers are contractually bound to respect the confidentiality of all sensitive information including trade secrets of SAP customers and partners.

1.7   Availability Control. Personal Data will be protected against accidental or unauthorized destruction or loss.

<u>Measures:</u>
- SAP employs regular backup processes to provide restoration of business-critical systems as and when necessary.
- SAP uses uninterrupted power supplies (for example: UPS, batteries, generators, etc.) to protect power availability to the Data Centers.
- SAP has defined business contingency plans for business-critical processes and may offer disaster recovery strategies for business critical Services as further set out in the Documentation or incorporated into the Order Form for the relevant Cloud Service.
- Emergency processes and systems are regularly tested.

1.8   Data Separation Control. Personal Data collected for different purposes can be processed separately.

<u>Measures:</u>
- SAP uses the technical capabilities of the deployed software (for example: multi- tenancy, or separate system landscapes) to achieve data separation among Personal Data originating from multiple customers.
- Customer (including its Controllers) has access only to its own data.
- If Personal Data is required to handle a support incident from Customer, the data is assigned to that particular message and used only to process that message; it is not accessed to process any other messages. This data is stored in dedicated support systems.

1.9   Data Integrity Control. Personal Data will remain intact, complete and current during processing activities.

<u>Measures:</u>
SAP has implemented a multi-layered defense strategy as a protection against unauthorized modifications.

In particular, SAP uses the following to implement the control and measure sections described above:
- Firewalls;
- Security Monitoring Center;
- Antivirus software;
- Backup and recovery;

- External and internal penetration testing;
- Regular external audits to prove security measures.

Appendix 3 to the DPA and, if applicable, the Standard Contractual Clauses

The following table sets out the relevant Articles of GDPR and corresponding terms of the DPA for illustration purposes only.

Article of GDPR	Section of DPA	Click on link to see Section
28(1)	2 and Appendix 2	Security of Processing and Appendix 2, Technical and Organizational Measures.
28(2), 28(3) (d) and 28 (4)	6	SUBPROCESSORS
28 (3) sentence 1	1.1 and Appendix 1, 1.2	Purpose and Application. Structure.
28(3) (a) and 29	3.1 and 3.2	Instructions from Customer. Processing on Legal Requirement.
28(3) (b)	3.3	Personnel.
28(3) (c) and 32	2 and Appendix 2	Security of Processing and Appendix 2, Technical and Organizational Measures.
28(3) (e)	3.4	Cooperation.
28(3) (f) and 32-36	2 and Appendix 2, 3.5, 3.6	Security of Processing and Appendix 2, Technical and Organizational Measures. Personal Data Breach Notification. Data Protection Impact Assessment.
28(3) (g)	4	Data export and Deletion
28(3) (h)	5	CERTIFICATIONS AND AUDITS
28 (4)	6	SUBPROCESSORS
30	8	Documentation; Records of processing
46(2) (c)	7.2	Standard Contractual Clauses.

Appendix 4
STANDARD CONTRACTUAL CLAUSES (PROCESSORS)[1]

For the purposes of Article 26(2) of Directive 95/46/EC (or, after 25 May 2018, Article 44 et seq. of Regulation 2016/79) for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Customer also on behalf of the other Controllers
(in the Clauses hereinafter referred to as the **'data exporter'**)

and

SAP
(in the Clauses hereinafter referred to as the **'data importer'**)

each a 'party'; together 'the parties',

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

(a)   'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b)   'the data exporter' means the controller who transfers the personal data;

(c)   'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d)   'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

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[1] Pursuant to Commission Decision of 5 February 2010 (2010/87/EU)

(e)   'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f)   'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1.   The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2.   The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7,Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3.   The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4.   The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a)   that the processing, including the transfer itself, of the personal data has been and will

continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b)   that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c)   that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d)   that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e)   that it will ensure compliance with the security measures;

(f)   that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g)   to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h)   to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i)   that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j)   that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

(a)   to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it

agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b)   that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c)   that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d)   that it will promptly notify the data exporter about:

(i)   any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;

(ii)   any accidental or unauthorised access; and

(iii)   any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e)   to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f)   at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g)   to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h)   that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

(i)   that the processing services by the sub-processor will be carried out in accordance with Clause 11;

(j)   to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1.   The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

2.   If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3.   If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1.   The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a)   to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b)   to refer the dispute to the courts in the Member State in which the data exporter is established.

2.   The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1.   The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2.   The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3.   The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9

Governing law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Sub-processing

1.   The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfill its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

2.   The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such

third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

3.   The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4.   The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data-processing services

1.   The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2.   The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

Schedule E

GENERAL TERMS AND CONDITIONS FOR SAP CLOUD SERVICES ("GTC")

1. DEFINITIONS
Commonly used capitalized terms are defined in the Glossary at the end of the document.

2. USAGE RIGHTS AND RESTRICTIONS

2.1 Grant of Rights.
SAP grants to Customer a non-exclusive, non-transferable and world-wide right to use the Cloud Service (including its implementation and configuration), Cloud Materials and Documentation solely for Customer's and its Affiliates' internal business operations. Permitted uses and restrictions of the Cloud Service also apply to Cloud Materials and Documentation.

2.2 Authorized Users.
Customer may permit Authorized Users to use the Cloud Service. Usage is limited to the Usage Metrics and volumes stated in the Order Form. Access credentials for the Cloud Service may not be used by more than one individual, but may be transferred from one individual to another if the original user is no longer permitted to use the Cloud Service. Customer is responsible for breaches of the Agreement caused by Authorized Users.

2.3 Acceptable Use Policy.
With respect to the Cloud Service, Customer will not:
- (a) disassemble, decompile, reverse-engineer, copy, translate or make derivative works,
- (b) transmit any content or data that is unlawful or infringes any intellectual property rights, or
- (c) circumvent or endanger its operation or security.

2.4 Verification of Use.
Customer will monitor its own use of the Cloud Service and report any use in excess of the Usage Metrics and volume. SAP may monitor use to verify compliance with Usage Metrics, volume and the Agreement.

2.5 Suspension of Cloud Service.
SAP may suspend use of the Cloud Service if continued use may result in material harm to the Cloud Service or its users. SAP will promptly notify Customer of the suspension. SAP will limit the suspension in time and scope as reasonably possible under the circumstances.

2.6 Third Party Web Services.
The Cloud Service may include integrations with web services made available by third parties (other than SAP SE or its Affiliates) that are accessed through the Cloud Service and subject to terms and conditions with those third parties. These third party web services are not part of the Cloud Service and the Agreement does not apply to them.

3. SAP RESPONSIBILITIES

3.1 Provisioning.
SAP provides access to the Cloud Service as described in the Agreement.

3.2 Support.
SAP provides support for the Cloud Service as referenced in the Order Form.

3.3 Security.
SAP uses reasonable security technologies in providing the Cloud Service. As a data processor, SAP will implement technical and organizational measures referenced in the Order Form to secure personal data processed in the Cloud Service in accordance with applicable data protection law.

3.4 Modifications.
- (a) The Cloud Service and SAP Policies may be modified by SAP. SAP will inform Customer of modifications by email, the support portal, release notes, Documentation or the Cloud Service. The information will be delivered by email if the modification is not solely an

enhancement. Modifications may include optional new features for the Cloud Service, which Customer may use subject to the then-current Supplement.

(b) If Customer establishes that a modification is not solely an enhancement and materially reduces the Cloud Service, Customer may terminate its subscriptions to the affected Cloud Service by providing written notice to SAP within thirty days after receipt of SAP's informational notice.

3.5 Analyses.

SAP, SAP SE or SAP Affiliates may use anonymous information relating to use of the Cloud Service and Consulting Services to prepare analyses. Analyses do not contain Customer Confidential Information. Examples of analyses include: optimizing resources and support, research and development, verification of security and data integrity, internal demand planning, industry developments and anonymous benchmarking with other Customers. SAP may provide non-anonymous benchmarking services with Customer's prior written consent.

4. CUSTOMER AND PERSONAL DATA

4.1 Customer Data.

Customer is responsible for the Customer Data and entering it into the Cloud Service. Customer grants to SAP (including SAP SE, its Affiliates and subcontractors) a nonexclusive right to process Customer Data (including personal data) solely to provide and support the Cloud Service.

4.2 Personal Data.

Customer will collect and maintain all personal data contained in the Customer Data in compliance with applicable data privacy and protection laws.

4.3 Security.

Customer will maintain reasonable security standards for its Authorized Users' use of the Cloud Service.

4.4 Access to Customer Data.

(a) During the Subscription Term, Customer can access its Customer Data at any time. Customer may export and retrieve its Customer Data in a standard format. Export and retrieval may be subject to technical limitations, in which case SAP and Customer will find a reasonable method to allow Customer access to Customer Data.

(b) Before the Subscription Term expires, Customer may use SAP's self-service export tools (as available) to perform a final export of Customer Data from the Cloud Service.

(c) At the end of the Agreement, SAP will delete the Customer Data remaining on servers hosting the Cloud Service unless applicable law requires retention. Retained data is subject to the confidentiality provisions of the Agreement.

(d) In the event of third party legal proceedings relating to the Customer Data, SAP will cooperate with Customer and comply with applicable law (both at Customer's expense) with respect to handling of the Customer Data.

5. FEES AND TAXES

5.1 Fees and Payment.

Customer will pay fees as stated in the Order Form. After prior written notice, SAP may suspend Customer's use of the Cloud Service until payment is made. Customer cannot withhold, reduce or set-off fees owed nor reduce Usage Metrics during the Subscription Term. All Order Forms are non-cancellable and fees non-refundable.

5.2 Taxes.

Fees and other charges imposed under an Order Form will not include taxes, all of which will be for Customer's account. Customer is responsible for all taxes, other than SAP's income and payroll taxes. Customer must provide to SAP any direct pay permits or valid tax-exempt certificates prior to signing an Order Form. If SAP is required to pay taxes (other than its income and payroll taxes), Customer will reimburse SAP for those amounts and indemnify SAP for any taxes and related costs paid or payable by SAP attributable to those taxes.

6. TERM AND TERMINATION

6.1 Term.
The Subscription Term is as stated in the Order Form.

6.2 Termination.
A party may terminate the Agreement:

(a) upon thirty days written notice of the other party's material breach unless the breach is cured during that thirty day period,

(b) as permitted under Sections 3.4(b), 7.2(b), 7.4(c), or 8.1(c) (with termination effective thirty days after receipt of notice in each of these cases), or

(c) immediately if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise materially breaches Sections 11 or 12.6.

6.3 Refund and Payments.
For termination by Customer or an 8.1(c) termination, Customer will be entitled to:

(a) a pro-rata refund in the amount of the unused portion of prepaid fees for the terminated subscription calculated as of the effective date of termination, and

(b) a release from the obligation to pay fees due for periods after the effective date of termination.

6.4 Effect of Expiration or Termination.
Upon the effective date of expiration or termination of the Agreement:

(a) Customer's right to use the Cloud Service and all SAP Confidential Information will end,

(b) Confidential Information of the disclosing party will be returned or destroyed as required by the Agreement, and

(c) termination or expiration of the Agreement does not affect other agreements between the parties.

6.5 Survival.
Sections 1, 5, 6.3, 6.4, 6.5, 8, 9, 10, 11, and 12 will survive the expiration or termination of the Agreement.

7. WARRANTIES

7.1 Compliance with Law.
Each party warrants its current and continuing compliance with all laws and regulations applicable to it in connection with:

(a) in the case of SAP, the operation of SAP's business as it relates to the Cloud Service, and

(b) in the case of Customer, the Customer Data and Customer's use of the Cloud Service.

7.2 Good Industry Practices.
SAP warrants that it will provide the Cloud Service:

(a) in substantial conformance with the Documentation; and

(b) with the degree of skill and care reasonably expected from a skilled and experienced global supplier of services substantially similar to the nature and complexity of the Cloud Service.

7.3 Remedy.
Customer's sole and exclusive remedies and SAP's entire liability for breach of the warranty under Section 7.2 will be:

(a)   the re-performance of the deficient Cloud Service, and

(b)   if SAP fails to re-perform, Customer may terminate its subscription for the affected Cloud Service. Any termination must occur within three months of SAP's failure to re-perform.

7.4   System Availability.

(a)   SAP warrants to maintain an average monthly system availability for the production system of the Cloud Service as defined in the applicable service level agreement or Supplement ("SLA").

(b)   Customer's sole and exclusive remedy for SAP's breach of the SLA is the issuance of a credit in the amount described in the SLA. Customer will follow SAP's posted credit claim procedure. When the validity of the service credit is confirmed by SAP in writing (email permitted), Customer may apply the credit to a future invoice for the Cloud Service or request a refund for the amount of the credit if no future invoice is due.

(c)   In the event SAP fails to meet the SLA (i) for four consecutive months, or (ii) for five or more months during any twelve months period, or (iii) at a system availability level of least 95% for one calendar month, Customer may terminate its subscriptions for the affected Cloud Service by providing SAP with written notice within thirty days after the failure.

7.5   Warranty Exclusions.

The warranties in Sections 7.2 and 7.4 will not apply if:

(a)   the Cloud Service is not used in accordance with the Agreement or Documentation,

(b)   any non-conformity is caused by Customer, or by any product or service not provided by SAP, or

(c)   the Cloud Service was provided for no fee.

7.6   Disclaimer.

Except as expressly provided in the Agreement, neither SAP nor its subcontractors make any representation or warranties, express or implied, statutory or otherwise, regarding any matter, including the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of or integration with any products or services provided under the Agreement, or that the operation of any products or services will be secure, uninterrupted or error free. Customer agrees that it is not relying on delivery of future functionality, public comments or advertising of SAP or product roadmaps in obtaining subscriptions for any Cloud Service.

8.   THIRD PARTY CLAIMS

8.1   Claims Brought Against Customer.

(a)   SAP will defend Customer against claims brought against Customer and its Affiliates by any third party alleging that Customer's and its Affiliates' use of the Cloud Service infringes or misappropriates a patent claim, copyright, or trade secret right. SAP will indemnify Customer against all damages finally awarded against Customer (or the amount of any settlement SAP enters into) with respect to these claims.

(b)   SAP's obligations under Section 8.1 will not apply if the claim results from (i) Customer's breach of Sections 2, (ii) use of the Cloud Service in conjunction with any product or service not provided by SAP, or (iii) use of the Cloud Service provided for no fee.

(c)   In the event a claim is made or likely to be made, SAP may (i) procure for Customer the right to continue using the Cloud Service under the terms of the Agreement, or (ii) replace or modify the Cloud Service to be non-infringing without material decrease in functionality. If these options are not reasonably available, SAP or Customer may terminate Customer's subscription to the affected Cloud Service upon written notice to the other.

8.2   Claims Brought Against SAP.

Customer will defend SAP against claims brought against SAP, SAP SE, its Affiliates and subcontractors by any third party related to Customer Data.

Customer will indemnify SAP against all damages finally awarded against SAP, SAP SE, its Affiliates and subcontractors (or the amount of any settlement Customer enters into) with respect to these claims.

8.3 Third Party Claim Procedure.

    (a)   The party against whom a third party claim is brought will timely notify the other party in writing of any claim, reasonably cooperate in the defense and may appear (at its own expense) through counsel reasonably acceptable to the party providing the defense.

    (b)   The party that is obligated to defend a claim will have the right to fully control the defense.

    (c)   Any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by, the party against whom the claim is brought.

8.4 Exclusive Remedy.

The provisions of Section 8 state the sole, exclusive, and entire liability of the parties, their Affiliates, Business Partners and subcontractors to the other party, and is the other party's sole remedy, with respect to covered third party claims and to the infringement or misappropriation of third party intellectual property rights.

9. LIMITATION OF LIABILITY

9.1 Unlimited Liability.

Neither party will exclude or limit its liability for damages resulting from:

    (a)   the parties' obligations under Section 8.1(a) and 8.2,

    (b)   unauthorized use or disclosure of Confidential Information,

    (c)   either party's breach of its data protection and security obligations that result in an unauthorized use or disclosure of personal data,

    (d)   death or bodily injury arising from either party's gross negligence or willful misconduct, or

    (e)   any failure by Customer to pay any fees due under the Agreement.

9.2 Liability Cap.

Subject to Sections 9.1 and 9.3, the maximum aggregate liability of either party (or its respective Affiliates or SAP's subcontractors) to the other or any other person or entity for all events (or series of connected events) arising in any twelve month period will not exceed the annual subscription fees paid for the applicable Cloud Service directly causing the damage for that twelve month period. Any "twelve month period" commences on the Subscription Term start date or any of its yearly anniversaries.

9.3 Exclusion of Damages.

Subject to Section 9.1:

    (a)   neither party (nor its respective Affiliates or SAP's subcontractors) will be liable to the other party for any special, incidental, consequential, or indirect damages, loss of good will or business profits, work stoppage or for exemplary or punitive damages, and

    (b)   SAP will not be liable for any damages caused by any Cloud Service provided for no fee.

9.4 Risk Allocation.

The Agreement allocates the risks between SAP and Customer. The fees for the Cloud Service and Consulting Services reflect this allocation of risk and limitations of liability.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 SAP Ownership.

SAP, SAP SE, their Affiliates or licensors own all intellectual property rights in and related to the Cloud Service, Cloud Materials, Documentation, Consulting Services, design contributions, related knowledge or processes, and any derivative works of them. All rights not expressly granted to Customer are reserved to SAP, SAP SE and its licensors.

10.2 Customer Ownership.

Customer retains all rights in and related to the Customer Data.

10.3 Non-Assertion of Rights.
Customer covenants, on behalf of itself and its successors and assigns, not to assert against SAP, SAP SE, their Affiliates or licensors, any rights, or any claims of any rights, in any Cloud Service, Cloud Materials, Documentation, or Consulting Services.

11. CONFIDENTIALITY
11.1 Use of Confidential Information.
   (a)   Unless deemed as a public record pursuant to Chapter 119, Florida Statues, the receiving party will protect all Confidential Information of the disclosing party as strictly confidential to the same extent it protects its own Confidential Information, and not less than a reasonable standard of care. Receiving party will not disclose any Confidential Information of the disclosing party to any person other than its personnel, representatives or Authorized Users whose access is necessary to enable it to exercise its rights or perform its obligations under the Agreement and who are under obligations of confidentiality substantially similar to those in Section 11. Customer will not disclose the Agreement or the pricing to any third party.
   (b)   Confidential Information of either party disclosed prior to execution of the Agreement will be subject to Section 11.
   (c)   In the event of legal proceedings relating to the Confidential Information, the receiving party will cooperate with the disclosing party and comply with applicable law (all at disclosing party's expense) with respect to handling of the Confidential Information.
   (d)   Notwithstanding any terms and conditions to the contrary, disclosure of any confidential information received by Customer will be governed by the provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

11.2 Exceptions.
The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that:
   (a)   is independently developed by the receiving party without reference to the disclosing party's Confidential Information,
   (b)   is generally available to the public without breach of the Agreement by the receiving party,
   (c)   at the time of disclosure, was known to the receiving party free of confidentiality restrictions, or
   (d)   the disclosing party agrees in writing is free of confidentiality restrictions.

11.3 Publicity.
Except as required by Customer under the Florida Open Meetings Law and/or the Florida Sunshine Law, neither party will use the name of the other party in publicity activities without the prior written consent of the other, except that Customer agrees that SAP may use Customer's name in customer listings or quarterly calls with its investors or, at times mutually agreeable to the parties, as part of SAP's marketing efforts (including reference calls and stories, press testimonials, site visits, SAPPHIRE participation). Customer agrees that SAP may share information on Customer with its Affiliates for marketing and other business purposes and that it has secured appropriate authorizations to share Customer employee contact information with SAP.

12. MISCELLANEOUS
12.1 Severability.
If any provision of the Agreement is held to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.
12.2 No Waiver.
A waiver of any breach of the Agreement is not deemed a waiver of any other breach.

12.3 Electronic Signature.

Electronic signatures that comply with applicable law are deemed original signatures. Upon Customer's request, SAP will execute agreed upon documentation with written signature.

12.4 Regulatory Matters.

SAP Confidential Information is subject to export control laws of various countries, including the laws of the United States and Germany. Customer will not submit SAP Confidential Information to any government agency for licensing consideration or other regulatory approval, and will not export SAP Confidential Information to countries, persons or entities if prohibited by export laws.

12.5 Notices.

All notices will be in writing and given when delivered to the address set forth in an Order Form with copy to the legal department. Notices by SAP relating to the operation or support of the Cloud Service and those under Sections 3.4 and 5.1 may be in the form of an electronic notice to Customer's authorized representative or administrator identified in the Order Form.

12.6 Assignment.

Without SAP's prior written consent, Customer may not assign or transfer the Agreement (or any of its rights or obligations) to any party. SAP may assign the Agreement to SAP SE or any of its Affiliates, subject to Customer's prior written consent, not to be unreasonably withheld; provided however that SAP may assign the Agreement to its parent corporation without Customer consent.

12.7 Subcontracting.

SAP may subcontract parts of the Cloud Service or Consulting Services to third parties. SAP is responsible for breaches of the Agreement caused by its subcontractors.

12.8 Relationship of the Parties.

The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by the Agreement.

12.9 Force Majeure.

Any delay in performance (other than for the payment of amounts due) caused by conditions beyond the reasonable control of the performing party is not a breach of the Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance.

12.10 Governing Law.

The Agreement and any claims relating to its subject matter will be governed by and construed under the laws of the State of Florida, without reference to its conflicts of law principles. All disputes will be subject to the exclusive jurisdiction of the courts located in the State of Florida. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement. Either party must initiate a cause of action for any claim(s) relating to the Agreement and its subject matter within one year from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

12.11 Entire Agreement.

The Agreement constitutes the complete and exclusive statement of the agreement between SAP and Customer in connection with the parties' business relationship related to the subject matter of the Agreement. All previous representations, discussions, and writings (including any confidentiality agreements) are merged in and superseded by the applicable Agreement and the parties disclaim any reliance on them. An Agreement may be modified solely in writing signed by both parties, except as permitted under Section 3.4. An Agreement will prevail over terms and conditions of any Customer-issued purchase order, which will have no force and effect, even if SAP accepts or does not otherwise reject the purchase order.

Glossary

1.1 **"Affiliate"** of a party means any legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the entity's shares or voting rights. Any legal entity will be considered an Affiliate as long as that interest is maintained.

1.2 **"Agreement"** means an Order Form and documents incorporated into an Order Form.

1.3 **"Authorized User"** means any individual to whom Customer grants access credentials to use the Cloud Service that is an employee, agent, contractor or representative of

    (a)   Customer,

    (b)   Customer's Affiliates, and/or

    (c)   Customer's and Customer's Affiliates' Business Partners.

1.4 **"Business Partner"** means a legal entity that requires use of a Cloud Service in connection with Customer's and its Affiliates' internal business operations. These may include customers, distributors, service providers and/or suppliers of Customer.

1.5 **"Cloud Service"** means any distinct, subscription-based, hosted, supported and operated on-demand solution provided by SAP under an Order Form.

1.6 **"Cloud Materials"** mean any materials provided or developed by SAP (independently or with Customer's cooperation) in the course of performance under the Agreement, including in the delivery of any support or Consulting Services to Customer. Cloud Materials do not include the Customer Data, Customer Confidential Information or the Cloud Service.

1.7 **"Confidential Information"** means

    (a)   with respect to Customer: (i) the Customer Data, (ii) Customer marketing and business requirements, (iii) Customer implementation plans, and/or (iv) Customer financial information, and

    (b)   with respect to SAP: (i) the Cloud Service, Documentation, Cloud Materials and analyses under Section 3.5, and (ii) information regarding SAP research and development, product offerings, pricing and availability.

    (c)   Confidential Information of either SAP or Customer also includes 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.

1.8 **"Consulting Services"** means professional services, such as implementation, configuration, custom development and training, performed by SAP's employees or subcontractors as described in any Order Form and which are governed by the Supplement for Consulting Services or similar agreement.

1.9 **"Customer Data"** means any content, materials, data and information that Authorized Users enter into the production system of a Cloud Service or that Customer derives from its use of and stores in the Cloud Service (e.g. Customer-specific reports). Customer Data and its derivatives will not include SAP's Confidential Information.

1.10 **"Documentation"** means SAP's then-current technical and functional documentation as well as any roles and responsibilities descriptions, if applicable, for the Cloud Service which is made available to Customer with the Cloud Service.

1.11 **"Order Form"** means the ordering document for a Cloud Service that references the GTC.

1.12 **"SAP SE"** means SAP SE, the parent company of SAP.

1.13 **"SAP Policies"** means the operational guidelines and policies applied by SAP to provide and support the Cloud Service as incorporated in an Order Form.

1.14 **"Subscription Term"** means the term of a Cloud Service subscription identified in the applicable Order Form, including all renewals.

1.15 **"Supplement"** means the supplemental terms and conditions that apply to the Cloud Service and that are incorporated in an Order Form.

1.16 **"Usage Metric"** means the standard of measurement for determining the permitted use and calculating the fees due for a Cloud Service as set forth in an Order Form.

Order Form
for SAP Cloud
Services
SAP Reference No. 0221120307

between

SAP Public Services, Inc.
3999 West Chester Pike
Newtown Square, PA 19073
("SAP")

and

The School Board of Broward County
7720 W Oakland Park Blvd / Sunrise FL 33351-6704
("Customer")

1. ORDER FORM AND TABLE OF AGREEMENT

This Order Form as issued by SAP is an offer by SAP. When signed and returned to SAP by Customer on or prior to the offer expiration date, it becomes a binding agreement for the SAP Cloud Service(s) and Consulting Services (if applicable) available to Customer under the Cloud Enterprise Agreement model as described below and is effective on the date signed by Customer.

Offer Expiration Date: **06/27/2019**

This Order Form is governed by and incorporates the following documents in effect as of the effective date. All documents are listed in order of precedence, and collectively referred to as the **"Agreement"**:

Agreement	Location
Order Form	
Schedule A of this Order Form: **Cloud Service Supplemental Terms and Conditions ("Supplement")**	http://www.sap.com/agreements-cloud-supplement
Schedule B of this Order Form: **Support Policy for SAP Cloud Services**	http://www.sap.com/agreements-cloud-support
Schedule C of this Order Form: **Service Level Agreement for SAP Cloud Services ("SLA")**	http://www.sap.com/agreements-cloud-service-level-agreement
Schedule D of this Order Form: **Data Processing Agreement for SAP Cloud Services ("DPA")** Schedule D will serve as a commissioned written data processing agreement.	http://www.sap.com/agreements-cloud-data-processing
Schedule E of this Order Form: **General Terms and Conditions for SAP Cloud Services ("GTC")**	SAP and Customer agree this Order Form is governed by the General Terms and Conditions for SAP Cloud Services incorporated into the Order Form for SAP Cloud Services (ref. No.0220558288) effective June 28, 2016.

Customer has had the opportunity to review the GTC and the incorporated documents prior to executing this Order Form. SAP recommends that Customer prints copies of these documents for Customer's records. All defined terms in the GTC used in this Order Form have the meaning stated in the GTC. All references in the Supplements to "Service" mean "Cloud Service", and to "Named Users" mean "Authorized Users."

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2. **CLOUD ENTERPRISE AGREEMENT DEFINITIONS**
2.1 **"Active Cloud Service"** means an Eligible Cloud Service that Customer has deployed and that has not been decommissioned.
2.2 **"Eligible Cloud Services"** means the Cloud Services identified as eligible for use with Spend Volume in the Eligible Cloud Services List.
2.3 **"Eligible Cloud Services List"** is the list of Eligible Cloud Services and respective Usage Metrics and per-unit list prices found here https://cloudplatform.sap.com/price-lists, such list made available to Customer upon request, as may be updated by SAP from time-to-time.
2.4 **"Spend Volume"** means the monetary amount of the Usage Metric limitation for a Cloud Credits Period stated in the Order Form against which fees for usage of Eligible Cloud Services will be deducted based on the applicable per-unit list prices.
2.5 **"Cloud Credits Period"** means a period of time during the Subscription Term during which the Spend Volume is available for consumption. For Subscription Terms equal to or longer than 12 months, each Cloud Credits Period will be 12 months long.
2.6 **"Overage"** means any usage of any or all Eligible Cloud Services after the Spend Volume amount has been fully consumed.

3. **DEPLOYMENT**
Customer may deploy Eligible Cloud Services as Active Cloud Services at any time during the Subscription Term. Customer shall designate administrators as Authorized Users in the Authorized User Section of this Order Form, who are authorized by Customer to deploy and decommission Eligible Cloud Services and accept terms and conditions amending the Data Processing Agreement for certain Eligible Cloud Services, and Customer is responsible for any actions taken by such administrators. All terms of the Agreement, including the Supplemental Terms and data protection terms applicable to the respective Active Cloud Service, apply to each Active Cloud Service when deployed. Each Active Cloud Service is deemed a Cloud Service as defined in the GTC.

4. **CREDITS**
4.1 The annual fees are invoiced and payable in advance of the Cloud Credits Period to which they apply.
4.2 Customer may purchase additional units of Spend Volume during the initial Subscription Term or any renewal Subscription Term by executing a new Order Form, which will be co-terminus with the Subscription Term of the original Order Form.
4.3 Any unused Spend Volume at the end of a Cloud Credits Period (including Spend Volume added during a Cloud Credits Period) will be retained by SAP and will not be available for use in any subsequent Cloud Credits Period.

5. **CLOUD SERVICE**
5.1 **Cloud Service Order.**
The table shows the (initial) Subscription Term, the (respective) Cloud Credit Periods, and the amount of Spend Volume ordered for each period, and the fees.

Period 1   From 06/28/2019 To 06/27/2024

SAP Cloud Service	Usage Metric	Usage Metric Limitation **	Annual Fee	Product Start Date	Product End Date	Total Fee in USD
CLOUD PLATFORM ENTERPRISE AGREEMENT	Spend Vol	USD 138,000.00	138,000.00	06/28/2019	06/27/2024	690,000.00

Total Fee in USD	690,000.00

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(*) plus applicable taxes

(**) Not applicable for Pay Per Use

5.2   Subscription Term

    (a)   Customer's initial Subscription Term will begin on the start date and will be effective until the end date, unless Customer is otherwise notified by SAP's provisioning team.

    (b)   Unless the Supplement states otherwise, the initial Subscription Term and any renewals and extensions will automatically renew for terms equal in length to the immediately preceding term (if that term is thirty-six months or less) or for one year (if that term is longer than thirty-six months). Auto-renewal will not occur if Customer notifies SAP of its intention not to renew at least one month in advance of the expiration of the current term, or SAP notifies Customer of its intention not to renew at least six months prior to the expiration of the current term.

6.   CONSULTING SERVICES

Not applicable.

7.   PAYMENT AND INVOICES

7.1   Fees and Invoicing. For each Usage Metric, an associated per-unit list price is stated in the Eligible Cloud Services List. The fees for the actual consumption of Active Cloud Services are deducted from the Spend Volume amount each calendar month, based on the per-unit list price for the respective Active Cloud Service in effect at the start of the current initial or renewal period of the Subscription Term, or the date a new Eligible Cloud Service is added to the Eligible Cloud Service List, if later. The per-unit list price is also used to calculate the amount SAP will invoice Customer for any Overage.

7.2   List Price Increases. At the beginning of each renewal of the Subscription Term, SAP may increase per-unit list prices to reflect annual increases in consumer prices or costs. This increase will not exceed the greater of the percentage stated in the most recent consumer price index selected by SAP or 3.3% per annum. The increase is applied on a cumulative, year-over-year basis beginning on either the start of the preceding initial or renewal Subscription Term or date of last increase, whichever is later. Not raising prices is not a waiver of SAP's right to do so.

7.3   Addition/Removal of Cloud Services. SAP may add Cloud Services and associated Usage Metrics and per-unit list prices to the list of Eligible Cloud Services during the Subscription Term. SAP may remove Cloud Services from the list of Eligible Cloud Services upon reasonable notice to Customer, subject to the terms regarding Cloud Service modification/continuous modification set forth in the GTC.

7.4   Payment. Customer will pay to SAP all fees due within thirty days of date of invoice. Unpaid fees will accrue interest at the maximum legal rate. Customer purchase orders are for administrative convenience and not a condition of payment. Payment is not dependent upon completion of any implementation or other services.

8.   RENEWAL

The Spend Volume amount for each Cloud Credits Period in a renewal Subscription Term will equal the Spend Volume amount in the last Cloud Credits Period of the preceding Subscription Term (including Spend Volume amounts added during a Cloud Credits Period), subject to any additional purchases of Spend Volume by Customer during the renewal Subscription Term.

9.   REPORTING

SAP will report to Customer on a monthly balance statement the actual amount of Spend Volume consumed by Customer in the preceding calendar month, and the remaining balance of the Spend Volume amount at the end of the preceding calendar month.

SAP Confidential
Order Form for Pay Per Use SAP Cloud Services (Direct) enUS.v.2-2019
SAP OPP 303401486 / QUOTE 0221120307 / CASE 3061158214

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10. OVERAGE

If there is an Overage, SAP will bill Customer for such Overage at the per-unit list price for such excess usage starting on the date the Overage began. If the Spend Volume amount is stated as zero in the Order Form, all use of Eligible Cloud Services will be invoiced as an Overage. SAP shall invoice customer monthly during the Subscription Term for any Overage for preceding calendar month by the 7th of each calendar month.

11. AUTHORIZED ADMINISTRATORS

Customer contacts for order confirmation and system notices are:

Order Confirmation recipient name:	Douglas Pearce
Order Confirmation recipient e-mail:	doug.pearce@browardschools.com
System Provisioning Notification recipient name:	Douglas Pearce
System Provisioning Notification recipient e-mail:	doug.pearce@browardschools.com

12. CUSTOMER LOCATION

Customer has provided the following primary access location:

The School Board of Broward County

7720 W Oakland Park Blvd / Sunrise FL 33351-6704

This is the primary (but not the only) location from which Customer will access the Cloud Service. Customer's failure to provide SAP with its VAT and/or GST number may have sales tax implications. If Customer does not provide a primary access location, SAP will incorporate a default primary access location to Customer's sold-to address.

13. ANALYSES

SAP, SAP SE or SAP Affiliates may create analyses utilizing, in part, Customer Data and information derived from Customer's use of the Cloud Service and Consulting Services, as set forth below ("Analyses"). Analyses will anonymize and aggregate information and will be treated as Cloud Materials. Unless otherwise agreed, personal data contained in Customer Data is only used to provide the Cloud Service and Consulting Services. Analyses may be used for the following purposes: a) product improvement (in particular, product features and functionality, workflows and user interfaces) and development of new SAP products and services, b) improving resource allocation and support, c) internal demand planning, d) training and developing machine learning algorithms, e) improving product performance, f) verification of security and data integrity, and g) identification of industry trends and developments, creation of indices and anonymous benchmarking.
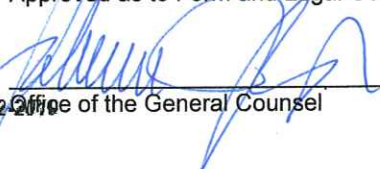
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
      Heather P. Brinkworth, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Schedule A

SAP Cloud Platform
Supplemental Terms and Conditions

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

1.   CLOUD SERVICE. SAP Cloud Platform is a collection of Cloud Services. Each Cloud Service is subject to the terms of the SAP Cloud Platform – Service Description Guide (the "**Service Description Guide**"), the terms of which are incorporated in the Supplement by reference and available at the following link: https://cloudplatform.sap.com/capabilities/service-description.html or from SAP upon request.

2.   DEFINITIONS
2.1.   "Beta Functionality" means functionality offered by SAP that is not generally available, not validated and not quality assured in accordance with SAP's standard processes.
2.2.   "Cloud Package" means a defined set of Cloud Services that are subject to a single subscription fee and collectively deemed a Cloud Service.
2.3.   "Content" means any business logic, code, data models, configurations, user data, or other electronic materials created by Customer using Tools that are compatible with SAP software and SAP cloud services and that can be deployed on a Platform Cloud Service or a device.
2.4.   "Excluded Components" means any component that is subject to a license that requires that any other software or services interacting with or hosted alongside such a component be:
      (a) disclosed or distributed in source code form,
      (b) licensed to recipients for the purpose of making derivative works,
      (c) licensed at no charge,
      (d) prohibited for use for commercial purposes, or
      (e) otherwise encumbered in any manner.
2.5.   "Platform Applications" means a set of related functionality deployed by Customer on a Platform Cloud Service that has been reviewed or certified by SAP in accordance with SAP's program guidelines for partner applications. Platform Applications may be developed by Customer using Tools, by SAP, or by a third party for usage by multiple customers.
2.6.   "Platform Cloud Services" means those Cloud Services on which Platform Applications can be built and deployed, as identified in the Services Description Guide.
2.7.   "Tools" means integrated development environments (IDE), software development kits (SDK), applications, editors, application programming interfaces ("APIs"), templates, sample code, data integration connectors, and other similar developer software, documentation, quick start guides, and reference materials that are provided by SAP and utilized by Customer to create Content.
2.8.   "User" means an individual authorized to access a Cloud Service.

3.   USAGE RESTRICTIONS
**3.1.   Except as expressly permitted in the Agreement, Customer may not make Cloud Services or Platform Applications running on or embedding a Cloud Service available as part of a commercial software license or subscription, software-as-a-service, outsourcing, original equipment manufacturer (OEM), or similar commercial arrangement.
**3.2.   A Cloud Service shall not access, directly or indirectly, a third party database(s) licensed under a runtime license from SAP or its Affiliates or any of their respective resellers or distributors, except communication (including data transfers) via application level APIs between the Cloud Service and software applications running on such third party database.

4. PLATFORM CLOUD SERVICES
**4.1   Platform Applications created by third parties not specifically for Customer must be reviewed or certified by SAP in accordance with SAP's program guidelines for partner applications before they are deployed on Platform Cloud Services.

4.2   Customer may not use, and may not authorize any Authorized Users to use, any Excluded Components in connection with the Platform Cloud Services.

4.3   Any Platform Application deployed on the Platform Cloud Services must include user-authentication functionality (either SAP, third party or customer-developed authentication) that sufficiently captures User access data to determine the number of Users accessing the Platform Application. For purposes of Platform Cloud Services, Users include individuals authorized to access a Platform Application.

4.4   Usage Metrics applicable to Cloud Services included in a Cloud Package that are stated on a "per User" basis are aggregated (multiplied by the total Users in the Cloud Package subscription) for purposes of calculating compliance with Usage Metric limits. Each User can use any amount of such Usage Metric provided the aggregate amount of the Usage Metric used by all Users does exceed the total amount of Customer's subscription.

5.   CONTENT

5.1.   Customer will ensure that the Content will not unreasonably impair, degrade or reduce the performance or security of any SAP software, services, or related technology.

5.2.   Customer owns Content created by Customer under the Agreement subject to SAP's ownership of the Tools and Cloud Service.

5.3.   In exchange for the right to develop Content under the Agreement, Customer covenants, on behalf of itself, successors and assigns, not to assert against SAP, SAP SE, their Affiliates or licensors, any rights in Content, or any claims of any rights, against any SAP product, service, or future SAP development.

5.4.   SAP does not provide any maintenance or support for the Platform Applications and Content under this Agreement.

6.   TOOLS

6.1.   SAP makes the Tools available to Customer solely for the purposes of designing, developing, testing, and demonstrating Content.

6.2.   SAP can make Tools available to Customer on the Platform Cloud Services or by means of download at https://tools.hana.ondemand.com or https://service.sap.com. The use of Tools is subject to Customer's acceptance of separate terms and conditions presented upon download/access to the Tools.

6.3.   Service Level Agreements do not apply to Tools downloaded and utilized in Customer's local environment.

7.   AVAILABILITY

7.1.   The Service Level Agreement for SAP Cloud Services applies to the Cloud Services, provided, however, the System Availability SLA for the Cloud Services is 99.9% per month. Any deviations from the 99.9% System Availability SLA or any aspect of the standard Service Level Agreement for SAP Cloud Services are noted in the applicable Cloud Service terms in the Service Description Guide.

7.2.   Customer is responsible for ensuring that Platform Applications deployed on the Platform Cloud Services are fail safe and capable of automatically restoring their running state without any manual operator intervention in the event of Platform Cloud Services or Cloud Service restart.

8.   BETA SERVICES

Beta Functionality is described as such in the Documentation. SAP may require Customer to accept additional terms to use Beta Functionality. SAP does not warrant or guarantee the correctness and completeness of the Beta Functionality, and Customer will use Beta Functionality at its own risk. SAP may discontinue providing Beta Functionality at any time. Service Level Agreements and Support obligations do not apply to Beta Functionality. No personal data may be processed using Beta Functionality.

Schedule B

SUPPORT POLICY FOR SAP CLOUD SERVICES

This Support Policy for SAP Cloud Services is part of an Agreement for certain SAP Cloud Services ("Agreement") between SAP and Customer.

SUPPORT AND SUCCESS PLAN SERVICES

As part of SAP's ONE Support approach, which provides a consistent support experience for Cloud Services and on-premise solutions, SAP offers the following support levels; SAP Enterprise Support, cloud editions, SAP Preferred Success and SAP Preferred Care. SAP Enterprise Support, cloud editions is included in the subscription fees for SAP Cloud Services stated in the Order Form unless alternative support terms are specified in the Supplemental Terms for the Cloud Service. SAP Preferred Success and SAP Preferred Care is offered for an additional fee, as an add-on to SAP Enterprise Support, cloud editions, for certain SAP Cloud Solutions listed under https://support.sap.com/preferredsuccessproductlist. SAP Preferred Success and SAP Preferred Care are not available, and are not provided, for any third-party cloud services purchased through SAP.

1. SCOPE OF THE SUPPORT AND SUCCESS PLAN SERVICES

Capitalized Terms are further defined in the table below. The support services are available in English language, unless stated otherwise.

1.1 Enterprise Support, cloud editions: Foundational engagement support with focus on customer interaction and issue resolution.

SAP Enterprise Support, cloud editions	
Mission Critical Support	
24x7 Mission Critical Support for P1 and P2 issues (English only)	✓
Non-Mission Critical Support for P3 and P4 issues during business hours (English only)	Monday to Friday 8 am to 6 pm (Local Time Zone), excluding local holidays
Customer Interaction Center 24x7	✓ (as stated below)
Global Support Backbone	✓
End-to-end Supportability	✓
Learning and Empowerment	
Access to remote SAP support content and services, e.g., Meet-the-Expert Sessions	✓
Release Update Information	Self-service through web and community
Collaboration	
SAP Support Advisory Services	✓
Support via web and platform for social business collaboration	✓
Support via chat during business hours in English language for non-Mission Critical Support issues	Currently available for SAP SuccessFactors, SAP Concur, SAP Ariba, SAP Business by Design, SAP Cloud for Customer and SAP S/4HANA Cloud Services
SAP Enterprise Support Reporting	✓
Innovation and Value Realization	
Proactive Checks proposed by SAP	✓
Product Roadmap Update Information	Self-service through web
Refresh of test instance	Self-service or request through web for initiating the refresh as offered and required by respective solution

1.2   SAP Preferred Success: An add-on to SAP Enterprise Support, cloud editions that includes strategic guidance, solution-specific best practices and Success Programs to help drive consumption and value realization (Representation below includes SAP Enterprise Support, cloud editions).

Mission Critical Support	
24x7 Mission Critical Support for P1 and P2 issues (English only)	24x7 prioritized issue handling
Non-Mission Critical Support for P3 and P4 issues during business hours (English only)	Monday to Friday 8 am to 6 pm (Local Time Zone), excluding local holidays
Customer Interaction Center 24x7	✓ (as stated below)
Global Support Backbone	✓
End-to-end Supportability	✓
Learning and Empowerment	
Access to remote SAP support content and services, e.g., Meet-the-Expert Sessions	Access to SAP Preferred Success specific learning content. Customer can have up to 5 Key Users access SAP Learning Hub, solution edition specific to the cloud service
Release Update Information	Solution-specific Release Update Information
Collaboration	
SAP Support Advisory Services	✓
SAP Cloud Service and process-related guidance	Access to Success Resources for full customer lifecycle from onboarding to consumption, including technical and product usage advice, best practices and operational excellence, may include in-person delivery, at SAP's discretion
Regular checkpoint	Access to Success Resources to answer questions related to critical issues, reporting and best practices, may include in-person delivery, at SAP's discretion
Support via web and platform for social business collaboration	Exclusive access to SAP Preferred Success Community
Support via chat during business hours in English language for non-Mission Critical Support issues	Currently available for SAP SuccessFactors, SAP Cloud for Customer and SAP S/4HANA Cloud Services
SAP Enterprise Support Reporting	Enhanced Success Reporting
Innovation and Value Realization	
Access to Success Programs	✓
Proactive Checks proposed by SAP	Automated or self-service Proactive Checks for the specific solution in use
Product Roadmap Update Information	Solution-specific Product Roadmap Update Information
Periodic Cloud Service Review and Planning	Access to Success Resources for checkpoints, cycle planning, challenges and consumption planning, may include in-person delivery, at SAP's discretion
Refresh of test instance	Access to SAP assistance with managing the refreshing of test instances up to two times per year, where applicable

1.3 **SAP Preferred Care:** An add-on to SAP Enterprise Support, cloud editions that includes strategic guidance and customer-specific best practices to help drive user adoption and value realization (Representation below includes SAP Enterprise Support, cloud editions).

Mission Critical Support	
24x7 Mission Critical Support for P1 and P2 issues (English only)	24x7 prioritized issue handling
Non-Mission Critical Support for P3 and P4 issues during business hours (English only)	Monday to Friday 8 am to 6 pm (Local Time Zone), excluding local holidays
Customer Interaction Center 24x7	✓ (as stated below)
Global Support Backbone	✓
End-to-end Supportability	✓
Learning and Empowerment	
Access to remote SAP support content and services, e.g., Meet-the-Expert Sessions	✓
Release Update Information	Customer-specific Release Update Information
Collaboration	
SAP Support Advisory Services	✓
SAP Cloud Service and process-related guidance	Access to Support Expert for technical and product usage advice, best practices and operational excellence (within customer's region)
Regular Checkpoint	Meeting with Support Expert to review critical issues, reporting and best practices
Support via web and platform for social business collaboration	✓
Support via chat during business hours in English language for non-Mission Critical Support issues	Currently available for SAP SuccessFactors, SAP Concur, SAP Ariba, SAP Business by Design and SAP S/4HANA Cloud Services
SAP Enterprise Support Reporting	✓
Innovation and Value Realization	
Proactive Checks proposed by SAP	Customer-specific Proactive Checks
Product Roadmap Update Information	Customer-specific Product Roadmap Update Information
Periodic Cloud Service Review And Planning	Meeting with Support Expert to discuss checkpoint, cycle planning, challenges and adoption plan
Refresh of test instance	Access to SAP assistance with managing the refreshing of test instances up to two times per year, where applicable.

1.4 **Access to Empowerment and Innovation and Value Realization Services.**
Empowerment content and session schedules are stated at the SAP Support Portal in the SAP Enterprise Support Academy section. Scheduling, availability and delivery methodology is at SAP's discretion.

Support services related to Empowerment and Innovation and Value Realization as stated above require a customer request and are provided remotely. For example, remote support services may include assisting customers in evaluating the innovation capabilities of the latest updates and technology innovation and how they may be deployed for a customer's business process requirements, or giving a customer guidance in the form of knowledge transfer sessions. Scheduling, availability and delivery methodology are at SAP's discretion.

2. CUSTOMER INTERACTION CENTER LANGUAGES

SAP Support provides initial telephone contact for Customer Contacts through the SAP one support phone number "CALL-1-SAP" (as stated at the CALL-1-SAP page: https://support.sap.com/contactus) and/or via other solution specific hotlines in the following languages: English (available 24 hours all weekdays) and, depending on local office hours and availability, in German, French, Italian, Spanish, Polish, Russian (during European office hours); Japanese, Chinese, Korean, Bahasa (during Asia/Pacific office hours); Portuguese and Spanish (during Latin America office hours). Issues which lead to a support case which is processed by specialized technical support engineers around the world or any support by a third party are in English only.

3. CONTACTING SUPPORT

Beginning on the effective date of a customer's agreement for Cloud Services, that customer may contact SAP's support organization as the primary point of contact for support services.

For contacting SAP's support organization, the current preferred contact channel for SAP Enterprise Support, cloud editions is the SAP Support Portal at https://support.sap.com, unless otherwise set forth in the table below.

SAP Cloud Service	Contact Channels
SAP Concur SAP Ariba SAP Fieldglass SAP Digital Interconnect	https://concursolutions.com https://connect.ariba.com https://www.fieldglass.com/customer-support or embedded in the application help menu https://community.sapmobileservices.com/support (integrated scenarios use SAP Support Portal)
SAP Business ByDesign SAP Cloud for Customer SAP Learning Hub	Embedded in the applicable SAP Cloud Service: • For end-users: The "Help Center", accessible from every screen, • For Key Users: The "Application & User Management Work Center".

Customers that have an assigned Support Expert may contact them directly for solution expertise support.

4. CUSTOMER RESPONSE LEVELS

SAP responds to submitted support cases (also referred to as "case", "incident", or "issue") as described in the table below.

Priority	Definition	Response Level
P1	**Very High:** An incident should be categorized with the priority "very high" if the problem has very serious consequences for normal business processes or IT processes related to core business processes. Urgent work cannot be performed.	**Initial Response:** Within one hour of case submission. **Ongoing Communication:** Unless otherwise communicated by SAP Support, once every hour. **Resolution Target:** SAP to provide for issues either a (i) resolution, or (ii) workaround or (iii) action plan within four hours.

	This is generally caused by the following circumstances: - A productive service is completely down. - The imminent system Go-Live or upgrade of a production system cannot be completed. - The customer's core business processes are seriously affected. A workaround is not available for each circumstance. The incident requires immediate processing because the malfunction may cause serious losses.	
P2	**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 SAP service 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.	**Initial Response:** Within four hours of case submission for SAP Enterprise Support, cloud edition customers and within two hours of case submission for SAP Preferred Success and SAP Preferred Care customers. **Ongoing Communication:** Unless otherwise communicated by SAP Support, once every six hours. **Resolution Target:** SAP to provide for issues either a (i) resolution, or (ii) workaround or (iii) action plan within three business days for SAP Preferred Success and SAP Preferred Care customers only.
P3	**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 SAP service.	**Initial Response:** Within one business day of case submission for SAP Enterprise Support, cloud edition customers, and within four business hours of case being received for SAP Preferred Success and SAP Preferred Care customers. **Ongoing Communication:** Unless otherwise communicated by SAP Support, once every three business days for Non-Defect Issues and ten business days for product defect issues.
P4	**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 SAP service that are not required daily, or are rarely used.	**Initial Response:** Within two business days of case submission for SAP Enterprise Support, cloud editions customers and within one business day of case submission for SAP Preferred Success and SAP Preferred Care customers. **Ongoing Communication:** Unless otherwise communicated by SAP Support, once every week.

The following types of incidents are excluded from customer response levels as described above: (i) incidents regarding a release, version and/or functionalities of SAP Cloud Services developed specifically for customer (including those developed by SAP Custom Development and/or by SAP subsidiaries, or individual content services); (ii) the root cause behind the incident is not a malfunction, but missing functionality ("development request") or the incident is ascribed to a consulting request ("how-to").

5.   CUSTOMER'S RESPONSIBILITIES

5.1   **Customer Contact.** In order to receive support hereunder, Customer will designate at least two and up to five qualified English speaking contact persons (each a "Customer Contact", "Designated Support Contact", "Authorized Support Contact", "Key User" or "Application Administrator" – system administrator roles within specific Cloud Services) who are authorized to contact or access the Customer Interaction Center, SAP Support Advisory Services and

Mission Critical Support services. The Customer Contact is responsible for managing all business-related tasks of the Cloud Service related to Customer's business, such as:

(i) Support end users and manage their incidents. This includes searching for known solutions in available documentation and liaising with SAP support in the event of new problems;

(ii) Manage background jobs and the distribution of business tasks across users (if available);

(iii) Manage and monitor connections to Customer's third-party systems (if available);

(iv) Support the adoption of the Cloud Service.

5.2 **Contact Details.** Customer will provide contact details (in particular, e-mail address and telephone number) through which the Customer Contact or the authorized representative of the Customer Contact can be contacted at any time. Customer will update its Customer Contacts for an SAP Cloud Service through the SAP Support Portal at https://support.sap.com or the respective contact channel mentioned in section "Contacting Support" above. Only authorized Customer Contacts may contact SAP's support organization.

5.3 **Cooperation.** To receive support services, Customer will reasonably cooperate with SAP to resolve support incidents, and will have adequate technical expertise and knowledge of its configuration of the SAP Cloud Services to provide relevant information to enable SAP to reproduce, troubleshoot and resolve the experienced error such as e.g. reference ID, issue examples, screenshots.

6. CAPITALIZED TERMS

Below are further explanations of the capitalized terms used above:

Customer Interaction Center 24x7	Units within SAP's support organization that customers may contact for general support related inquiries through the described contact channels.
End-to-end Supportability	Support for incidents that occur in integrated business scenarios consisting of SAP Cloud Services and / or both SAP Cloud Services and other SAP products with a valid support agreement.
Enhanced Success Reporting	Enhanced Success Reporting means access to reports, dashboards, or other reporting components and capabilities regarding the overall engagement, full customer lifecycle, and productive use of the solution, including product consumption, technical and product usage, status of support services, and the achievements hereunder.
Global Support Backbone	SAP's knowledge database and SAP's extranet for knowledge transfer on which SAP makes available content and services to customers and partners of SAP only. The Global Support Backbone also includes the SAP Support Portal at https://support.sap.com.
Go-Live	Go-Live marks the point in time from when, after set-up of the SAP Cloud Services for a customer, the SAP Cloud Services can be used by that customer for processing real data in live operation mode and for running that customer's internal business operations in accordance with its agreement for such SAP Cloud Services.
Local Time Zone	A customer's local time zone, depending on where the customer is headquartered.
Meet-the-Expert Sessions (MTE)	Live webinars focusing on SAP Enterprise Support services and the support aspects of the latest SAP technologies. Recorded sessions are available in the replay library in the SAP Enterprise Support Academy for self-paced consumption.
Mission Critical Support	Global incident handling by SAP for issues related to support hereunder with P1 and P2, including Service Level Agreements for Initial Response, Ongoing

	Communications and Resolution Targets (as set forth in the above table for Response Levels).
Non-Defect Issue	A reported support case that does not involve a defect in the applicable SAP Cloud Service and does not require engineering / development or operations personnel to resolve.
Periodic Cloud Service Review and Planning	Periodic review of key business milestones and objectives for solutions covered under SAP Preferred Care and/or SAP Preferred Success.
SAP Preferred Success Communities	Social media-based empowerment and collaboration, aligning access to peers and SAP experts.
Proactive Checks	Support-services, providing recommendations for the specific customer situation.
Product Roadmap Update Information	Product roadmaps SAP makes generally available to customers as part of customer support. Product Roadmap Update Information is provided for informational purposes only, and SAP does not commit to providing any future products, features or functionality as described in the Product Roadmap Update Information.
Release Update Information	Generally available documented summaries, webinars and videos provided by SAP to inform and instruct customers on new product release changes.
SAP Cloud Service	Any SAP Cloud Service set forth in an applicable Order Form.
SAP Enterprise Support Academy	Content and services in several formats, supporting different learning styles and needs, from ad hoc problem solving to structured, long-term knowledge acquisition.
SAP Enterprise Support Reporting	A report or dashboard analyzing and documenting the status of support services and achievements hereunder (e.g., based on solution monitoring capabilities and support case status).
SAP Support Advisory Services	Access to experts who help customers on support-related requests and advice on the right support deliverables and assets.
Support Expert	A specific SAP customer representative (often referred to as Customer Success Manager) that is assigned to Customers as the primary contact for ongoing management, to provide support case oversight, technical guidance and mentorship, customer-specific information on release updates and guidance on adoption and usage.
Success Resources	Access to automated, guided or direct analysis, reporting, expertise, and knowledge components to drive operational excellence throughout the full customer lifecycle including onboarding, consumption, utilization and operations, as well as technical and product usage. At SAP's discretion, this may include a Support Expert.
Success Programs	A combination or integration of various Success Resources, learning content and platforms (e.g. webinars, chat sessions, etc.), and social business collaboration channels (e.g. communities) delivered in a programmatic or prescriptive approach that support successful deployment, consumption and ongoing value realization.

Schedule C

SERVICE LEVEL AGREEMENT FOR SAP CLOUD SERVICES

1. Service Level Agreement

This Service Level Agreement for SAP Cloud Services sets forth the System Availability Service Level Agreement ("**SLA**") for the productive version of the applicable SAP Cloud Services to which customer has subscribed ("**SAP Cloud Services**") in an Order Form with SAP.

This Service Level Agreement for SAP Cloud Services shall not apply to any SAP Cloud Service for which a System Availability SLA is explicitly set forth in the applicable Supplemental Terms and Conditions for such SAP Cloud Service or for which the applicability of the System Availability SLA is explicitly excluded in the Agreement.

2. Definitions

"**Downtime**" means the Total Minutes in the Month during which the productive version of the applicable SAP Cloud Service is not available, except for Excluded Downtimes.

"**Month**" means a calendar month.

"**Monthly Subscription Fees**" means the monthly (or 1/12 of the annual fee) subscription fees paid for the Cloud Service which did not meet the System Availability SLA.

"**Total Minutes in the Month**" are measured 24 hours at 7 days a week during a Month.

"**UTC**" means Coordinated Universal Time standard.

3. System Availability SLA and Credits

3.1 Claim process, Reports

Customer may claim a credit in the amount described in the table of Section 3.2 below in case of SAP's failure to meet the System Availability SLA, which credit Customer may apply to a future invoice relating to the SAP Cloud Service that did not meet the System Availability SLA.

Claims under this Service Level Agreement for SAP Cloud Services must be made in good faith and by submitting a support case within thirty (30) business days after the end of the relevant Month in which SAP did not meet the System Availability SLA.

SAP will provide to customers a monthly report describing the System Availability percentage for the applicable SAP Cloud Service either (i) by email following a customer's request to its assigned SAP account manager, (ii) through the SAP Cloud Service or (iii) through an online portal made available to customers, if and when such online portal becomes available.

3.2 System Availability
System Availability percentage is calculated as follows:

$$System\ Availability\ Percentage = \left(\frac{Total\ Minutes\ in\ the\ Month - Downtime}{Total\ Minutes\ in\ the\ Month}\right) * 100$$

System Availability SLA	99.5% System Availability percentage during each Month for productive versions
Credit	2% of Monthly Subscription Fees for each 1% below System Availability SLA, not to exceed 100% of Monthly Subscription Fees
Excluded Downtime	Total Minutes in the Month attributable to: (i) a Scheduled Downtime for which a Regular Maintenance Window is described in Section 4 below, or (ii) any other Scheduled Downtime described in Section 4 for which the customer has been notified at least five (5) business days prior to such Scheduled Downtime or (iii) unavailability caused by factors outside of SAP's reasonable control, such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised.
Scheduled Downtime	Scheduled Downtime for the applicable SAP Cloud Services to which customer has subscribed is set forth in Section 4 below entitled "Maintenance Windows for SAP Cloud Services".

4. Maintenance Windows for SAP Cloud Services

SAP can use the following maintenance windows for Scheduled Downtimes as listed below. Time zones refer to the location of the data center where the SAP Cloud Service is hosted. SAP will provide Customer reasonable notice without undue delay of any major upgrades or emergency maintenance to the SAP Cloud Services.

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region

Concur	Europe:
	  Winter: SAT 10 pm UTC
	  Summer: SAT 9 pm – 1 pm UTC
	Americas:
	  Winter SUN 1 am UTC
	  Summer SUN 12 am UTC
		4 hours	

Fieldglass	Europe: SAT 10 pm UTC
	Americas: SUN 4 am UTC
		4 hours	**Up to 5 times per year**
			(requires 5 days advance notice):
			Europe:
			  Winter: FRI 9 pm – SUN 2 pm UTC
			  Summer: FRI 8 pm – SUN 1 pm UTC
			Americas:
			  Winter: SAT 5 am – SUN 9 pm
			  Summer: SAT 4 am – SUN 8 pm UTC

SAP Agile Data Preparation	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** SAT 12 am - SAT 7 am UTC Summer SAT 1 am - SAT 8 am UTC Winter
SAP Analytics Cloud (formerly BusinessObjects Cloud or Cloud for Analytics or SAP Cloud for EPM (includes Cloud for Planning))	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year*:** APJ: SAT 3 pm – 9 pm UTC Europe: SAT 10 pm – SUN 4 am UTC Americas: SUN 4 am – 10 am UTC * These Maintenance Windows are separate from and in addition to Maintenance Windows of underlying SAP Cloud Platform.
SAP Analytics Hub	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: SAT 3 pm – 9 pm UTC Europe: SAT 10 pm – SUN 4 am UTC Americas: SUN 4 am – 10 am UTC

SAP Anywhere	Americas:
	  WED 6 am - 10 am UTC
	APJ/China:
	  THU 2 pm – 6 pm UTC
		2 hours	**Up to 4 times per year**
			Americas: WED 6 am - 10 am UTC
			APJ/China: THU 2pm - 6 pm UTC

SAP Ariba Cloud Services	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 12 am UTC MENA: FRI 7 pm UTC	4 hours	**Up to 2 Times per year:** APJ: Sat 7pm – 3am UTC Europe: Sat 7pm – 3am UTC Americas: Sat 7pm – 3am UTC MENA: FRI 7pm – 3am UTC
SAP Asset Intelligence Network	APJ: SAT 3pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** Europe: SUN 1:30 am – SUN 5:30 pm UTC
SAP Asset Manager	No downtime required for maintenance		**Up to 4 times per year:** APJ: SAT 12 am – SAT 6 am UTC Europe: SAT 7 am – SAT 1 pm UTC Americas: SAT 1 pm – SAT 7 pm UTC
SAP Asset Strategy and Performance Manager	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year** Europe: FRI 3:30 am FRI 3:30 pm UTC
SAP Authentication 365, SAP LiveLink 365, SAP People Connect 365	Up to Once Every Month Americas: SUN 4 a.m. to 8 a.m. UTC	4 hours	**Up to 4 times per year:** Americas: SAT 4 am to 2:00 pm UTC
SAP Big Data Margin Assurance, cloud edition	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	1 hour	**Up to 4 times per year:** APJ: SAT 12 am – SAT 6 am UTC Europe: SAT 7 am – SAT 1 pm UTC Americas: SAT 1 pm – SAT 7 pm UTC

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region
SAP Brand Impact	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	1 hour	
SAP Browse Manager and Conversion Manager	No downtime required for maintenance		
SAP BusinessByDesign	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 10 pm - SAT 10 pm UTC Europe: SAT 5 am - SUN 5 am UTC Americas: SAT 11 am - SUN 11 am UTC
SAP BusinessOne Cloud Deployment Services, SAP BusinessOne Cloud SAP-hosted Option	Europe: MON 2 am UTC Americas: MON 8 am UTC	4 hours	**Up to 4 times per year:** Europe: SAT 7 am – SAT 1 pm UTC
SAP Cash Application	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** Europe: SAT 7 am – SAT 1 pm UTC

SAP Cloud Appliance Library	**Bi-weekly** (odd calendar weeks):
	APJ, Europe, Americas:
	  Winter: THU 6 am
	  Summer: THU 5 am
		1 hour	**Up to 12 times per year**, during a one (1) hour window made known by SAP at least one (1) week in advance.*
			
			* These Maintenance Windows are separate from and in addition to Maintenance Windows of underlying SAP Cloud Platform.

SAP Cloud for Customer	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Russia: SAT 10 pm Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 10 am - SAT 10 pm UTC Europe: SAT 5 pm - SUN 5 am UTC Russia: SAT 5 pm- SUN 5 am UTC Americas: SAT 11 pm - SUN 11 am UTC
SAP Cloud for Energy	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** Europe: FRI 3:30 am – 3:30 pm
SAP Cloud for Real Estate	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 10 pm – SAT 10 pm UTC Europe: SAT 5 am – SUN 5 am UTC Americas: SAT 11 am – SUN 11 am UTC
SAP Cloud for Travel and Expense	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 10 pm – SAT 10 pm UTC Europe: SAT 5 am – SUN 5 am UTC Americas: SAT 11 am – SUN 11 am UTC
SAP Cloud Identity Access Governance	Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year** Americas: SAT 1 pm – SAT 7 pm UTC
SAP Cloud Peering	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	1 hour	
SAP Cloud Platform	No downtime required for maintenance		**Up to 4 times per year:** APJ: FRI 2 p.m. – FRI 6 p.m. UTC Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. – SAT 8 a.m. UTC
SAP Cloud Platform, ABAP environment	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 9 pm – SAT 9 pm UTC Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region
SAP Cloud Platform API Management	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** APJ: FRI 2 p.m. – SAT 2 p.m. UTC Europe: FRI 10 p.m. – SAT 10 p.m. UTC Americas: SAT 4 a.m. – SUN 4 a.m. UTC
SAP Cloud Platform, Cloud Foundry Environment, Infrastructure	**Up to once every month:** APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 2 p.m. – FRI 6 p.m. UTC Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. – SAT 8 a.m. UTC
SAP Cloud Platform Consent Repository	Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year** Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. –SAT 8 a.m. UTC
SAP Cloud Platform Credential Store	No downtime required for maintenance		**Up to 4 times per year** APJ: FRI 2 pm – FRI 6 pm UTC Europe: FRI 10 pm – SAT 2 am Americas: SAT 4 am – SAT 8 am UTC
SAP Cloud Platform Gamification	**Bi-weekly:** APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	1 hour	**Up to 4 times per year:** APJ: FRI 2 p.m. – FRI 6 p.m. UTC Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. – SAT 8 a.m. UTC
SAP Cloud Platform Integration	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** APJ: FRI 2 p.m. – SAT 2 a.m. UTC Europe: FRI 10 p.m. – SAT 10 a.m. UTC Americas: SAT 4 a.m. – SAT 4 p.m. UTC
SAP Cloud Platform Job Scheduler	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 2 p.m. – FRI 6 p.m. UTC Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. – SAT 8 a.m. UTC
SAP Cloud Platform Master Data for Business Partners	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year**
SAP Cloud Platform Mobile Service for app and device management **SAP Cloud Platform Mobile Service for SAP Fiori**	**Bi-weekly** (odd calendar weeks): APJ, Europe, Americas: SAT 10 pm UTC	4 hours	**Up to 4 times per year:** APJ: FRI 2 p.m. – FRI 6 p.m. UTC Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. – SAT 8 a.m. UTC
SAP Cloud Platform Personal Data Manager	Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year** Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. –SAT 8 a.m. UTC
SAP Cloud Platform SAP HANA service, enterprise edition **SAP Cloud Platform SAP HANA service, standard edition**	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year for 8 hours:** APJ: FRI 9 pm – SAT 5 am UTC Europe: SAT 4 am – SAT 12 pm UTC Americas: SAT 10 am – SAT 6 pm UTC
SAP Cloud Platform Transport Management	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC		
SAP Cloud Platform Virtual Machine	**Up to once every month:** APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 2 p.m. – FRI 6 p.m. UTC Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. – SAT 8 a.m. UTC
SAP Commerce Cloud	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: SAT 3 pm – SAT 11 pm UTC Europe: SAT 10 pm – SUN 6 am UTC Americas: SUN 4 am – SUN 12 pm UTC

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region
SAP Commerce Cloud, context-driven services	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 9 pm – SAT 9 pm Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC
SAP Connected Agriculture	**Up to once every month:** APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: SAT 12 am – SAT 6 am UTC Europe: SAT 7 am – SAT 1 pm UTC Americas: SAT 1 pm – SAT 7 pm UTC

SAP Connected Goods	APJ: SAT 3pm UTC
	Europe: SAT 10 pm UTC
	Americas: SUN 4 am UTC
		2 hours	**Up to 4 times per year:**
			APJ: FRI 2 pm – SUN 7 pm UTC
			Europe
			  Winter: FRI 9 pm – MON 2 am UTC
			  Summer: FRI 8 pm – MON 1 am UTC
			Americas:
			  Winter: SAT 3 am – MON 8 am UTC
			  Summer: SAT 2 am – MON 7 am UTC

SAP Connected Parking	No Downtime required for maintenance		**Up to 4 times per year:** Europe: SAT 9 pm – MON 5 am UTC Americas: SUN 3am- MON 11 am UTC
SAP Consumer Insight 365	**Up to Once Every Month** APJ: SAT 3 pm to 7 pm UTC	4 hours	**Up to 4 times per year:** APJ: SAT 3 pm – Sun 1 am UTC
SAP Consumer Sales Intelligence	Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** Europe: MON 10 pm – TUE 4 am Americas: TUE 10 pm – WED 4 am
SAP Contact Center, Cloud Edition	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 2 pm - SUN 7 pm UTC Europe: FRI 9 pm - MON 2 am UTC Americas: SAT 3 am - MON 8 am UTC
SAP Conversational AI	Europe: SAT 10 pm UTC	4 hours	**Up to 4 times per year:** SAT 4am to SUN 4am UTC
SAP CoPilot	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	
SAP Customer Attribution	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** Americas: SAT 1pm - SUN 1pm UTC Europe: SAT 7am - SUN 7am UTC
SAP Customer Engagement Center	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 3 pm - SUN 7 pm UTC Europe: FRI 10 pm - MON 2 am UTC Americas: SAT 4 am - MON 8 am UTC
SAP Data Custodian	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC
SAP Data Privacy Governance	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	5 hours	**Up to 4 times per year**
SAP Data Quality Management	Europe: SAT 10 pm UTC	1 hour	
SAP Digital Manufacturing Cloud	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year** Europe: FRI 3 pm - MON 1 am UTC Americas: SAT 9 pm - MON 7 am UTC
SAP Digital Payments	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** SAT 7 am to SUN 1 pm UTC

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region
SAP Distributed Manufacturing	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** Europe: FRI 3:30 am – FRI 3:30 pm UTC
SAP Document Compliance	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 2 pm – SAT 2 a.m. UTC Europe: FRI 10 pm – SAT 10 am UTC Americas: SAT 4 am – SAT 4 pm UTC
SAP Edge Services	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** Friday 10:00 pm to Monday 3:00 am UTC
SAP Enable Now	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: THU 8 am - THU 10 pm UTC Europe: THU 3 pm - FRI 5 am UTC Americas: THU 9 pm – FRI 11 am UTC
SAP Enterprise Architecture Designer, cloud edition	Europe: SAT 10 pm UTC	4 hours	**Up to 4 times per year:** Europe: SAT 8 am – 8 pm UTC
SAP Enterprise Chatbot	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: SAT 3 pm – SUN 3 pm UTC Europe: SAT: 10 pm – SUN 10 pm UTC Americas: SUN 4 am – MON 4 am UTC Max downtime 24 hours. Every second Saturday of March, June, September, December.
SAP Enterprise Messaging	No Downtime required for maintenance		**Up to 4 times per year:** APJ: FRI 2 p.m. – FRI 6 p.m. UTC Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. – SAT 8 a.m. UTC
SAP Entitlement Management	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 9 pm – SAT 9 pm UTC Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC

SAP Event Ticketing, Event Ticketing Pro	Europe:
	  MON 12 am &
	  WED 2 am UTC
	
	Americas:
	  MON 5 am &
	  WED 5 am UTC
		5 hours
		1 hour
		
		5 hours
		1 hour	

SAP Exchange Media	No downtime required for maintenance		**Up to 4 times per year** APJ: SAT 12 am – SAP 6 am UTC Europe: SAT 7 am – SAT 1 pm UTC Americas: SAT 1 pm – SAT 7 pm UTC
SAP Field Service Management SAP Crowd Service	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year.**
SAP Financial Statements Insights	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	3 hours	**Up to 4 times per year:** APJ: SAT 7 am – SAT 1 pm UTC Europe: SAT 7 am – SAT 1 pm UTC Americas: SAT 7 am – SAT 1 pm UTC
SAP Fiori Cloud	No downtime required for maintenance		**Up to 4 times per year:** APJ: FRI 2 pm – FRI 6 pm UTC Europe: FRI 10 pm – SAT 2 am UTC Americas: SAT 4 am – SAT 8 am UTC
SAP Global Track and Trace	No downtime required for maintenance		**Odd Numbered Weeks** 5 am to 7 am UTC

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region
SAP Health Engagement	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** Europe: FRI 4 am – FRI 10 am UTC Americas: SAT 5 am – SAT 11 am UTC
SAP Identity SAP Consent SAP Profile	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	
SAP Innovation Management	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** APJ: FRI 2 pm - MON 6 am UTC Europe: FRI 9 pm - MON 2 pm UTC Americas: SAT 3 am - MON 8 pm UTC
SAP Integrated Business Planning	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC MENA: FRI 7 pm UTC	4 hours	**Up to 4 times per year:** APJ: FRI 9 pm - SAT 9 pm UTC Europe: SAT 4 am - SUN 4 am UTC Americas: SAT 10 am - SUN 10 am UTC MENA: FRI 1 am – SAT 1 am UTC
SAP Intelligent Notification 365	SAT 3 pm UTC	4 hours	
SAP Intelligent Robotic Process Automation	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 9 pm – SAT 9 pm UTC Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC

SAP IoT Application Enablement	Bi-Weekly (odd calendar weeks):
	APJ: SUN 8:30 pm UTC
	Europe:
	  Winter: MON 3:30 am UTC
	  Summer MON 2:30 am UTC
	Americas:
	  Winter: MON 9:30 am UTC
	  Summer: MON 8:30 am UTC
		2 hours	**Up to 4 times per year:**
			APJ: SAT 12 am – SAT 12 pm UTC
			Europe:
			  Winter: SAT 7 am – SAT 7 pm UTC
			  Summer: SAT 6 am – SAT 6 pm UTC
			Americas:
			  Winter: SAT 3 am – SAT 3 pm UTC
			  Summer: SAT 2 am – SAT 2 pm UTC

SAP IoT Connect 365	Up to once every month: SAT 10 pm UTC	4 hours	**Up to 4 times per year:** SAT 7 am – SAT 1 pm UTC
SAP Jam Collaboration, SAP Jam Communities	APJ: FRI & SAT 3 pm UTC Europe: FRI & SAT 10 pm UTC (DCs hosted out of Amsterdam DC2 & St Leon Rot DC12 utilize FRI only to accommodate MENA customers) Americas: SAT and SUN 4 am UTC MENA: FRI 7 pm UTC	7 hours	
SAP Knowledge Workspace	Europe: SAT 10 pm UTC	1 hour	**Up to 8 times per year**
SAP Learning Hub	APJ: FRI and SAT 3 pm UTC Europe: FRI and SAT 10 pm UTC (DCs hosted out of Amsterdam DC2 & St Leon Rot DC12 utilize FRI only to accommodate MENA customers) Americas: SAT and SUN 4 am UTC MENA: FRI 7 pm UTC	7 hours	
SAP Leonardo IoT	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year.** Last SAT/SUN of each quarter. 4 hours. APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region

SAP Leonardo IoT Bridge	APJ: SAT 3 pm UTC
	Europe: SAT 10 pm UTC
	Americas: SUN 4 am UTC
		4 hours	**Up to 4 times per year**
			APJ: FRI 2 pm – SUN 7 pm UTC
			Europe:
			  Winter: FRI 9 pm – MON 2 am UTC
			  Summer: FRI 8 pm – MON 1 am UTC
			Americas:
			  Winter: SAT 3 am – MON 8 am UTC
			  Summer: SAT 2 am – MON 7 am

SAP Leonardo machine learning foundation	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 10 pm – SAT 10 pm UTC Europe: SAT 5 am – SUN 5 am UTC Americas: SAT 11 am – SUN 11 am UTC
SAP Live Customer Cloud	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year*:** APJ: SAT 3 pm – 9 pm UTC Europe: SAT 10 pm – SUN 4 am UTC Americas: SUN 4 am – 10 am UTC *These Maintenance Windows are separate from and in addition to Maintenance Windows of underlying SAP Cloud Platform.
SAP Localization Hub, advanced compliance reporting service	Europe: SAT 2 am UTC	2 hours	**Up to 12 times a year** Four (4) hours window made known by SAP at least one (1) week in advance.* * These Maintenance Windows are separate from and in addition to Maintenance Windows of underlying SAP Cloud Platform
SAP Localization Hub, electronic invoicing for Brazil (nota fiscal electronica)	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** Americas: SAT 3 am UTC Europe: SUN 3 am UTC
SAP Localization Hub, tax service	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:**
SAP Logistics Business Network	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 9 pm – SAT 9 pm UTC Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC
SAP Loyalty	Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year**
SAP Marketing Cloud	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC MENA: FRI 7 pm UTC	4 hours	**Up to 4 times per year:** APJ: FRI 9 pm – SAT 9 pm UTC Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC MENA FRI 1 am – SAT 1 am UTC
SAP Market Communication for Utilities	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 2 pm – SAT 2 am UTC Europe: FRI 10 pm – SAT 10 am UTC Americas: SAT 4 am – SAT 4 pm UTC
SAP Market Rates Management	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 10 times per year**
SAP Merchandising	**No downtime required for maintenance**		
SAP Multi-Bank Connectivity	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** APJ: FRI 2 pm - SUN 7 pm UTC Europe: FRI 9 pm - MON 2 am UTC Americas: SAT 3 am - MON 8 am UTC

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region

SAP Network Logistics Hub (formerly SAP Connected Logistics)	APJ: SAT 3 pm UTC
	Europe: SAT 10 pm UTC
	Americas: SUN 4 am UTC
		2 hours	**Up to 4 times per year:**
			APJ, Europe, Americas:
			  Winter (any weekday):
			    3:30 am – 7:30 am UTC
			  Summer (any weekday):
			    2:30 am – 6:30 am UTC

SAP Predictive Engineering Insights	APJ, Europe, Americas
	Winter: FRI 3 pm UTC
	Summer: FRI 2 pm UTC
		2 hours	**Up to 8 times per year:**
			APJ, Europe, Americas:
			  Winter: FRI 3 pm – MON 7 am UTC
			  Summer: FRI 2 pm – MON 6 am UTC

SAP Predictive Maintenance and Service, Cloud Edition	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** Europe: SUN 3:30 am – SUN 3:30 pm UTC
SAP Product Configuration add on for SAP Commerce **SAP Product Configuration Intelligence** **SAP Product Configuration**	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: SAT 3 pm – SAT 11 pm UTC Europe: SAT 10 pm –SUN 6 am UTC Americas: SUN 4 am –SUN 12 pm UTC
SAP Product Configuration as part of SAP CPQ, edition for variant configuration	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: SAT 3 pm – SAT 11 pm UTC Europe: SAT 10 pm –SUN 6 am UTC Americas: SUN 4 am –SUN 12 pm UTC
SAP Product Content Hub	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 9 pm – SAT 9 pm UTC Europe: SAT 4 am to SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC
SAP Product Stewardship Network	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: TUE 4 am – TUE 11 am UTC Europe: TUE 4 am – TUE 11 am UTC Americas: TUE 4 am – TUE 11 am UTC
SAP RealSpend	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	3 hours	**Up to 4 times per year:** APJ: SAT 7 am – SAT 1 pm UTC Europe: SAT 7 am – SAT 1 pm UTC Americas: SAT 7 am – SAT 1 pm UTC
SAP Resolve	Every third week: APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** APJ: SAT 3 am – MON 8 am UTC Europe: SAT 3 am – MON 8 am UTC Americas: SAT 3 am – MON 8 am UTC
SAP Roambi	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	**Up to 4 times per year:** APJ: SAT 3 pm – 9 pm UTC Europe: SAT 10 pm – SUN 4 am UTC Americas: SUN 4 am – 10 am UTC
S/4HANA Cloud Edition	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC MENA: FRI 7 pm UTC	4 hours	**Up to 4 times per year:** APJ: FRI 9 pm – SAT 9 pm UTC Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC MENA: FRI 1 am – SAT 1 am UTC
S/4HANA Cloud for intelligent product design	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year** SAT 8 am -8 pm based on local data center time zone.
S/4HANA Cloud, single tenant edition	Agreed with customer on request		**Up to 2 times per year.** Determined together with customer.

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region
S/4HANA Finance Cloud for credit integration	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	1 hour	**Up to 4 times per year:** APJ: SAT 12 am - SAT 6 am UTC Europe: SAT 7 am – SAT 1 pm UTC Americas: SAT 1 pm – SAT 7 pm UTC
S/4HANA Finance Cloud for customer payments	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	1 hour	**Up to 4 times per year:** APJ: SAT 12 am - SAT 6 am UTC Europe: SAT 7 pm – SAT 1 pm UTC Americas: SAT 1 pm – SAT 7 pm UTC
SAP Sales and SAP Service	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: FRI 10 pm - SAT 10 pm UTC Europe: SAT 5 am - SUN 5 am UTC Americas: SAT 11 am - SUN 11 am UTC
SAP Search and Discovery	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 8 times per year** Europe: FRI 3:30 am - FRI 3:30 pm UTC
SAP Service Ticket Intelligence	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	1 hours	**Up to 4 times per year:** Europe – WED 2 am-4 am UTC Americas – WED 6 am – 8 am UTC
SAP SMS 365, enterprise service	Up to Once every month: All regions: SAT: 6 pm to 10 pm UTC	4 hours	
SAP SportsOne	Bi-Weekly: APJ: MON 10 pm UTC Europe: TUE 5 am UTC Americas: TUE 11 am UTC & APJ: WED 10 pm UTC Europe: THU 5 am UTC Americas: THU 11 am UTC	2 hours 1 hour	**Once per year, 8 hours**
SAP Subscription Billing	Americas: SUN 4 am UTC Europe: 10 pm UTC	4 hours	**Up to 4 times per year** Americas: SUN 4 am - SUN 12 pm UTC Europe: SAT 10 pm – SUN 6 am UTC
SAP SuccessFactors HCM Suite (except Employee Central Payroll)	APJ: FRI and SAT 3 pm UTC Europe: FRI and SAT 10 pm UTC (DCs hosted out of Amsterdam DC2 & St Leon Rot DC12 utilize FRI only to accommodate MENA customers) Americas: SAT and SUN 4 am UTC MENA: FRI 7 pm UTC	7 hours	
SAP SuccessFactors Employee Central Payroll	APJ: SAT 3 pm UTC Europe: FRI 10 pm UTC Americas: SUN 4 am UTC MENA: FRI 7 pm UTC	4 hours	
SAP Supply Base Optimization	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** APJ: SAT 12 am - SAT 6 am UTC Europe: SAT 7 pm – SAT 1 pm UTC Americas: SAT 1 pm – SAT 7 pm UTC
SAP Translation Hub	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 12 times per year:** During a 4 hour window made known by SAP at least 1 week in advance.* * These Maintenance Windows are separate from and in addition to Maintenance Windows of underlying SAP Cloud Platform

SAP TwoGo	No downtime required for maintenance		**Up to 12 times per year:**
			Europe:
			  Winter: FRI 9 pm to MON 2 am UTC
			  Summer: FRI 8 pm to MON 1 am UTC

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region
SAP Vehicle Insights	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	**4 hours**	**Up to 4 times per year:** APJ: Winter: SAT 11 am- 11 pm UTC Summer: SAT 10 am- 10 pm UTC Europe: Winter: SAT 7 am- 7 pm UTC Summer: SAT 6 am- 6 pm UTC Americas: Winter: SAT 1 pm- SUN 1 am UTC Summer: SAT 12 pm- SUN 12 am UTC
SAP Vehicles Network	No downtime required for maintenance		**Up to 4 times per year:** APJ: SAT 2 pm- SUN 10 pm UTC Europe: Winter: SAT 9 pm- MON 5 am UTC Summer: SAT 8 pm- MON 4 am UTC Americas: Winter: SUN 3 am- MON 11 am UTC Summer: SUN 2 am- MON 10 am UTC
SAP Watch List Screening	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** FRI 7 am to 10 pm
SAP Work Life	Europe: 10 pm UTC	1 hour	**Up to 8 times per year**
SAP Work Manager, Cloud Edition	No downtime required for maintenance		**Up to 12 times per year:** Europe: THU 6 pm – THU 8 pm UTC

VENDOR BRANDED CLOUD SERVICES	Regular Maintenance Start Time in UTC per region	Duration	Comments & Major Upgrades Timeframe in UTC per region
Ruum by SAP	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	1 Hour	**Up to 3 times per year**
SAP Account Reconciliation & Automation by Blackline **SAP Account Reconciliation & Automation by BlackLine, premier edition** **SAP Intercompany Financial Hub by Blackline**	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC There is no scheduled standard downtime for the BlackLine solution, per the VBR: "Scheduled Downtime" means a timeslot not to exceed 1 hour per month to run maintenance and update services on the Provider Service. Provider shall have the option to file a written request to SAP for Scheduled Downtime and both Parties shall jointly agree on such at 10 days prior the requested Scheduled Downtime date. SAP shall not unreasonably withhold agreement to Provider's request for Scheduled Downtime."	1 hour	**Up to 12 times per year:** On request to SAP
SAP Archiving and Document Access by OpenText, cloud edition	**APJ:** SAT 7 am – 12 pm & WED 10 am - 1 pm UTC **Europe:** Frankfurt FRI 7 pm to 12 pm UTC & WED 10 pm to THU 1 am UTC Amstelveen FRI 7 pm to 12 pm UTC & WED 10 pm to THU 1 am UTC & SUN 3 pm to 5 pm UTC **Americas:** Toronto SAT 1 am to 6 am UTC & TUE 8 pm to 11 pm UTC Ashburn SAT 2 am to 6 am UTC Austin SAT 1 am to 6 am & TUE 8 pm to 11 pm UTC Lithia Springs SAT 1 am to 6 am UTC & TUE 8 pm to 11 pm UTC & SUN 2 am to 6 am UTC		

SAP Assessment Management by Questionmark	Europe: SAT 9 am UTC
	Americas:
	  Winter: SAT 10 am UTC
	  Summer: SAT 9 am UTC
		12 hours	Regular Maintenance windows on a third Saturday of each month

SAP Commerce Marketplace Management by Mirakl	0:00 am to 8:00 am UTC upon written request from the partner and mutual agreement.	4 hours	Upon written request from partner and agreement.

VENDOR BRANDED CLOUD SERVICES	Regular Maintenance Start Time in UTC per region	Duration	Comments & Major Upgrades Timeframe in UTC per region

SAP Communication Center by Ancile	(1) APJ: MON 6 pm & WED 6 pm UTC
	Europe:
	  Winter: TUE 1 am & THU 1 am UTC;
	  Summer: TUE 12 am & THU 12 am UTC
	Americas:
	  Winter: TUE 7 am & THU 7 am UTC;
	  Summer: TUE 6 am & THU 6 am UTC
	(2) APJ: FRI 6 pm UTC
	Europe:
	  Winter: SAT 1 am UTC
	  Summer: SAT 12 am UTC
	Americas:
	  Winter: SAT 7 am UTC;
	  Summer: SAT 6 am UTC
		2 hours
		
		4 hours
			Customer may select from any one of the maintenance window options (1) or (2)

SAP Data Visualization by Zoomdata	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 4 times per year:** 11 pm Monday -3 am Tuesday Region Local Time

SAP Digital Asset Management Cloud by OpenText	**Europe:** SAT 7:00 pm UTC
	         SUN 3:00 pm UTC
	
	Americas: SAT 1:00 am UTC
	         SUN 2:00 am UTC
		5 hours
		2 hours
		
		5 hours
		4 hours
			Up to 52 times per year

SAP Energy Self-Service Accelerator for Utilities by SEW, cloud edition Supplement	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	None listed in Solex agreement
SAP Extended Enterprise Content Management by OpenText, cloud edition	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 12 times per year:** Europe: FRI 9:00 a.m. to 1:00 p.m. UTC+1 Americas: FRI 3:00 a.m. to 7:00 a.m. UTC-5 APJ: FRI 4:00 p.m. to 8:00 p.m. UTC+8
SAP Extended Enterprise Content Management by OpenText, add-on for Microsoft Office 365	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 1 time per year:**

VENDOR BRANDED CLOUD SERVICES	Regular Maintenance Start Time in UTC per region	Duration	Comments & Major Upgrades Timeframe in UTC per region

SAP Knowledge Central by Mindtouch	(1) APJ: MON 6 pm & WED 6 pm UTC Europe: Winter: TUE 1 am & THU 1 am UTC Summer: TUE 12 am & THU 12 am UTC Americas: Winter: TUE 7 am & THU 7 am UTC Summer: TUE 6 am & THU 6 am UTC
	(2) APJ: FRI 6 pm UTC Europe: Winter: SAT 1 am UTC Summer: SAT 12 am UTC Americas: Winter: SAT 7 am UTC Summer: SAT 6 am UTC
		2 hours
		
		4 hours
			Customer may select from any one of the maintenance window options (1) or (2)
			
			Up to 4 times per year:
			APJ: FRI 2 pm - SAT 2 pm UTC
			Europe:
			  Winter: FRI 9 pm - SAT 9 pm UTC
			  Summer: FRI 8 pm - SAT 8 pm UTC
			Americas:
			  Winter: SAT 3 am - SUN 3 am UTC
			  Summer: SAT 2 am - SUN 2 am UTC

SAP Productivity Pak by Ancile	APJ: SAT 1 pm UTC
	Europe:
	  Winter: SAT 8 pm UTC
	  Summer: SAT 7 pm UTC
	Americas:
	  Winter: SUN 2 am UTC
	  Summer: SUN 1 am UTC
		6 hours	**Up to 4 times per year:**
			APJ: SAT 1 pm – SAT 7 pm UTC
			Europe:
			  Winter: SAT 8 pm – SUN 2 am UTC
			  Summer: SAT 7 pm – SUN 1 am UTC
			Americas:
			  Winter: SUN 2 am – SUN 8 am UTC
			  Summer: SUN 1 am – SUN 7 am UTC

SAP S/4HANA Cloud Invoice Processing by OpenText	Europe:
	  8 pm Friday to 1 am Saturday UTC, 4 pm Sunday to 6 pm Sunday UTC (this window may be used a maximum of 4 times per year)
	Americas:
	  3 pm Friday to 8 pm Saturday UTC
	  4 pm Saturday to 8 pm Sunday UTC
		2 hours	

SAP Scheduling and Resource Management by ClickSoftware	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	**Up to 2 times per year** 30 June, 31 December
SAP Signature Management by DocuSign			To the extent maintenance must be performed on the SAP Cloud Service, SAP shall use maintenance windows for planned downtimes applicable to the SAP cloud solution associated with use of the SAP CloudService.

SAP SuccessFactors Document Management by OpenText	Europe: SAT 19:00 UTC
	            SUN 15:00 UTC
	
	Americas: SAT 1:00 UTC
	             SUN 2:00 UTC
		5 hours
		2 hours
		
		5 hours
		4 hours
			Up to 52 times per year

SAP Time and Attendance Management by Workforce Software SAP Workforce Forecasting and Scheduling by WorkForce Software	APJ: SAT 1 pm UTC
	Europe:
	  Winter: SAT 8 pm UTC
	  Summer: SAT 7 pm UTC
	Americas:
	  Winter: SUN 2 am UTC
	  Summer: SAT 1 am UTC
		4 hours	

VENDOR BRANDED CLOUD SERVICES	Regular Maintenance Start Time in UTC per region	Duration	Comments & Major Upgrades Timeframe in UTC per region
SAP Time Management by Kronos	APJ: FRI 2 pm – 4 pm UTC Europe: FRI 11 pm – SAT 3 am UTC Americas: FRI 7 pm – 11 pm UTC	4 hours	**Up to 4 times per year.**

SAP Trade Repository Reporting by Virtusa	APJ, Europe, Americas:
	  Winter: weekdays 7 pm UTC
	  Summer: weekday 6 pm UTC &
	Every fourth MON of every month
	APJ, Europe, Americas:
	  Winter: 11 pm UTC
	  Summer: 10 pm UTC
		2 hours
		
		4 hours
			APJ, Europe, Americas:
			  Winter: SAT 5 am – SUN 8 pm UTC
			  Summer: SAT 4 am – SUN 7 pm UTC

SAP U.S. Benefits Management by Benefitfocus	Americas:
	  Winter: SAT 4 am UTC
	  Summer: SAT 3 am UTC
		8 hours	

SAP User Experience Management by Knoa	Europe: WED 9 pm UTC
	Americas:
	  SAT 10 am UTC
	  THU 3 am UTC
		2 hours
		
		12 hours
		2 hours	

Schedule D

PERSONAL DATA PROCESSING AGREEMENT FOR SAP CLOUD SERVICES

1. BACKGROUND

1.1 Purpose and Application. This document ("**DPA**") is incorporated into the Agreement and forms part of a written (including in electronic form) contract between SAP and Customer. This DPA applies to Personal Data processed by SAP and its Subprocessors in connection with its provision of the Cloud Service. This DPA does not apply to non-production environments of the Cloud Service if such environments are made available by SAP, and Customer shall not store Personal Data in such environments.

1.2 Structure. Appendices 1 and 2 are incorporated into and form part of this DPA. They set out the agreed subject-matter, the nature and purpose of the processing, the type of Personal Data, categories of data subjects and the applicable technical and organizational measures.

1.3 GDPR. SAP and Customer agree that it is each party's responsibility to review and adopt requirements imposed on Controllers and Processors by the General Data Protection Regulation 2016/679 ("**GDPR**"), in particular with regards to Articles 28 and 32 to 36 of the GDPR, if and to the extent applicable to Personal Data of Customer/Controllers that is processed under the DPA. For illustration purposes, Appendix 3 lists the relevant GDPR requirements and the corresponding sections in this DPA.

1.4 Governance. SAP acts as a Processor and Customer and those entities that it permits to use the Cloud Service act as Controllers under the DPA. Customer acts as a single point of contact and is solely responsible for obtaining any relevant authorizations, consents and permissions for the processing of Personal Data in accordance with this DPA, including, where applicable approval by Controllers to use SAP as a Processor. Where authorizations, consent, instructions or permissions are provided by Customer these are provided not only on behalf of the Customer but also on behalf of any other Controller using the Cloud Service. Where SAP informs or gives notice to Customer, such information or notice is deemed received by those Controllers permitted by Customer to use the Cloud Service and it is Customer's responsibility to forward such information and notices to the relevant Controllers.

2. SECURITY OF PROCESSING

2.1 Appropriate Technical and Organizational Measures. SAP has implemented and will apply the technical and organizational measures set forth in Appendix 2. Customer has reviewed such measures and agrees that as to the Cloud Service selected by Customer in the Order Form the measures are appropriate taking into account the state of the art, the costs of implementation, nature, scope, context and purposes of the processing of Personal Data.

2.2 Changes. SAP applies the technical and organizational measures set forth in Appendix 2 to SAP's entire customer base hosted out of the same Data Center and receiving the same Cloud Service. SAP may change the measures set out in Appendix 2 at any time without notice so long as it maintains a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without diminishing the security level protecting Personal Data.

3. SAP OBLIGATIONS

3.1 Instructions from Customer. SAP will process Personal Data only in accordance with documented instructions from Customer. The Agreement (including this DPA) constitutes such documented initial instructions and each use of the Cloud Service then constitutes further instructions. SAP will use reasonable efforts to follow any other Customer instructions, as long as they are required by Data Protection Law, technically feasible and do not require changes to the Cloud Service. If any of the before-mentioned exceptions apply, or SAP otherwise cannot comply

with an instruction or is of the opinion that an instruction infringes Data Protection Law, SAP will immediately notify Customer (email permitted).

3.2 **Processing on Legal Requirement.** SAP may also process Personal Data where required to do so by applicable law. In such a case, SAP shall inform Customer of that legal requirement before processing unless that law prohibits such information on important grounds of public interest.

3.3 **Personnel.** To process Personal Data, SAP and its Subprocessors shall only grant access to authorized personnel who have committed themselves to confidentiality. SAP and its Subprocessors will regularly train personnel having access to Personal Data in applicable data security and data privacy measures.

3.4 **Cooperation.** At Customer's request, SAP will reasonably cooperate with Customer and Controllers in dealing with requests from Data Subjects or regulatory authorities regarding SAP's processing of Personal Data or any Personal Data Breach. SAP shall notify the Customer as soon as reasonably practical about any request it has received from a Data Subject in relation to the Personal Data processing, without itself responding to such request without Customer's further instructions, if applicable. SAP shall provide functionality that supports Customer's ability to correct or remove Personal Data from the Cloud Service, or restrict its processing in line with Data Protection Law. Where such functionality is not provided, SAP will correct or remove any Personal Data, or restrict its processing, in accordance with the Customer's instruction and Data Protection Law.

3.5 **Personal Data Breach Notification.** SAP will notify Customer without undue delay after becoming aware of any Personal Data Breach and provide reasonable information in its possession to assist Customer to meet Customer's obligations to report a Personal Data Breach as required under Data Protection Law. SAP may provide such information in phases as it becomes available. Such notification shall not be interpreted or construed as an admission of fault or liability by SAP.

3.6 **Data Protection Impact Assessment.** If, pursuant to Data Protection Law, Customer (or its Controllers) are required to perform a data protection impact assessment or prior consultation with a regulator, at Customer's request, SAP will provide such documents as are generally available for the Cloud Service (for example, this DPA, the Agreement, audit reports or certifications). Any additional assistance shall be mutually agreed between the Parties.

4. DATA EXPORT AND DELETION

4.1 **Export and Retrieval by Customer.** During the Subscription Term and subject to the Agreement, Customer can access its Personal Data at any time. Customer may export and retrieve its Personal Data in a standard format. Export and retrieval may be subject to technical limitations, in which case SAP and Customer will find a reasonable method to allow Customer access to Personal Data.

4.2 **Deletion.** Before the Subscription Term expires, Customer may use SAP's self-service export tools (as available) to perform a final export of Personal Data from the Cloud Service (which shall constitute a "return" of Personal Data). At the end of the Subscription Term, Customer hereby instructs SAP to delete the Personal Data remaining on servers hosting the Cloud Service within a reasonable time period in line with Data Protection Law (not to exceed six months) unless applicable law requires retention.

5. CERTIFICATIONS AND AUDITS

5.1 **Customer Audit.** Customer or its independent third party auditor reasonably acceptable to SAP (which shall not include any third party auditors who are either a competitor of SAP or not suitably qualified or independent) may audit SAP's control environment and security practices relevant to Personal Data processed by SAP only if:

(a) SAP has not provided sufficient evidence of its compliance with the technical and organizational measures that protect the production systems of the Cloud Service through providing either: (i) a certification as to compliance with ISO 27001 or other standards

(scope as defined in the certificate); or (ii) a valid ISAE3402 and/or ISAE3000 or other SOC1-3 attestation report. Upon Customer's request audit reports or ISO certifications are available through the third party auditor or SAP;

(b) A Personal Data Breach has occurred;

(c) An audit is formally requested by Customer's data protection authority; or

(d) Mandatory Data Protection Law provides Customer with a direct audit right and provided that Customer shall only audit once in any twelve month period unless mandatory Data Protection Law requires more frequent audits.

5.2 Other Controller Audit. Any other Controller may audit SAP's control environment and security practices relevant to Personal Data processed by SAP in line with Section 5.1 only if any of the cases set out in Section 5.1 applies to such other Controller. Such audit must be undertaken through and by Customer as set out in Section 5.1 unless the audit must be undertaken by the other Controller itself under Data Protection Law. If several Controllers whose Personal Data is processed by SAP on the basis of the Agreement require an audit, Customer shall use all reasonable means to combine the audits and to avoid multiple audits.

5.3 Scope of Audit. Customer shall provide at least sixty days advance notice of any audit unless mandatory Data Protection Law or a competent data protection authority requires shorter notice. The frequency and scope of any audits shall be mutually agreed between the parties acting reasonably and in good faith. Customer audits shall be limited in time to a maximum of three business days. Beyond such restrictions, the parties will use current certifications or other audit reports to avoid or minimize repetitive audits. Customer shall provide the results of any audit to SAP.

5.4 Cost of Audits. Customer shall bear the costs of any audit unless such audit reveals a material breach by SAP of this DPA, then SAP shall bear its own expenses of an audit. If an audit determines that SAP has breached its obligations under the DPA, SAP will promptly remedy the breach at its own cost.

6. SUBPROCESSORS

6.1 Permitted Use. SAP is granted a general authorization to subcontract the processing of Personal Data to Subprocessors, provided that:

(a) SAP or SAP SE on its behalf shall engage Subprocessors under a written (including in electronic form) contract consistent with the terms of this DPA in relation to the Subprocessor's processing of Personal Data. SAP shall be liable for any breaches by the Subprocessor in accordance with the terms of this Agreement;

(b) SAP will evaluate the security, privacy and confidentiality practices of a Subprocessor prior to selection to establish that it is capable of providing the level of protection of Personal Data required by this DPA; and

(c) SAP's list of Subprocessors in place on the effective date of the Agreement is published by SAP or SAP will make it available to Customer upon request, including the name, address and role of each Subprocessor SAP uses to provide the Cloud Service.

6.2 New Subprocessors. SAP's use of Subprocessors is at its discretion, provided that:

(a) SAP will inform Customer in advance (by email or by posting on the support portal available through SAP Support) of any intended additions or replacements to the list of Subprocessors including name, address and role of the new Subprocessor; and

(b) Customer may object to such changes as set out in Section 6.3.

6.3 Objections to New Subprocessors.

(a) If Customer has a legitimate reason under Data Protection Law to object to the new Subprocessors' processing of Personal Data, Customer may terminate the Agreement (limited to the Cloud Service for which the new Subprocessor is intended to be used) on written notice to SAP. Such termination shall take effect at the time determined by the Customer which shall be no later than thirty days from the date of SAP's notice to Customer

informing Customer of the new Subprocessor. If Customer does not terminate within this thirty day period, Customer is deemed to have accepted the new Subprocessor.

(b) Within the thirty day period from the date of SAP's notice to Customer informing Customer of the new Subprocessor, Customer may request that the parties come together in good faith to discuss a resolution to the objection. Such discussions shall not extend the period for termination and do not affect SAP's right to use the new Subprocessor(s) after the thirty day period.

(c) Any termination under this Section 6.3 shall be deemed to be without fault by either party and shall be subject to the terms of the Agreement.

6.4 Emergency Replacement. SAP may replace a Subprocessor without advance notice where the reason for the change is outside of SAP's reasonable control and prompt replacement is required for security or other urgent reasons. In this case, SAP will inform Customer of the replacement Subprocessor as soon as possible following its appointment. Section 6.3 applies accordingly.

7. INTERNATIONAL PROCESSING

7.1 Conditions for International Processing. SAP shall be entitled to process Personal Data, including by using Subprocessors, in accordance with this DPA outside the country in which the Customer is located as permitted under Data Protection Law.

7.2 Standard Contractual Clauses. Where (i) Personal Data of an EEA or Swiss based Controller is processed in a country outside the EEA, Switzerland and any country, organization or territory acknowledged by the European Union as safe country with an adequate level of data protection under Art. 45 GDPR, or where (ii) Personal Data of another Controller is processed internationally and such international processing requires an adequacy means under the laws of the country of the Controller and the required adequacy means can be met by entering into Standard Contractual Clauses, then:

(a) SAP and Customer enter into the Standard Contractual Clauses;

(b) Customer enters into the Standard Contractual Clauses with each relevant Subprocessor as follows, either (i) Customer joins the Standard Contractual Clauses entered into by SAP or SAP SE and the Subprocessor as an independent owner of rights and obligations ("Accession Model") or, (ii) the Subprocessor (represented by SAP) enters into the Standard Contractual Clauses with Customer ("Power of Attorney Model"). The Power of Attorney Model shall apply if and when SAP has expressly confirmed that a Subprocessor is eligible for it through the Subprocessor list provided under Section 6.1(c), or a notice to Customer; and/or

(c) Other Controllers whose use of the Cloud Services has been authorized by Customer under the Agreement may also enter into Standard Contractual Clauses with SAP and/or the relevant Subprocessors in the same manner as Customer in accordance with Sections 7.2 (a) and (b) above. In such case, Customer will enter into the Standard Contractual Clauses on behalf of the other Controllers.

7.3 Relation of the Standard Contractual Clauses to the Agreement. Nothing in the Agreement shall be construed to prevail over any conflicting clause of the Standard Contractual Clauses. For the avoidance of doubt, where this DPA further specifies audit and subprocessor rules in sections 5 and 6, such specifications also apply in relation to the Standard Contractual Clauses.

7.4 Governing Law of the Standard Contractual Clauses. The Standard Contractual Clauses shall be governed by the law of the country in which the relevant Controller is incorporated.

8. DOCUMENTATION; RECORDS OF PROCESSING

Each party is responsible for its compliance with its documentation requirements, in particular maintaining records of processing where required under Data Protection Law. Each party shall reasonably assist the other party in its documentation requirements, including providing the information the other party needs from it in a manner reasonably requested by the other party (such

as using an electronic system), in order to enable the other party to comply with any obligations relating to maintaining records of processing.

9.   EU ACCESS

9.1   Optional Service. EU Access is an optional service that may be offered by SAP. SAP shall provide the Cloud Service eligible for EU Access solely for production instances in accordance with this Section 9. Where EU Access is not expressly specified and agreed in the Order Form, this Section 9 shall not apply.

9.2   EU Access. SAP will use only European Subprocessors to provide support requiring access to Personal Data in the Cloud Service and SAP shall not export Personal Data outside of the EEA or Switzerland unless expressly authorized by Customer in writing (e-mail permitted) on a case by case basis; or as excluded under Section 9.4.

9.3   Data Center Location. Upon the effective date of the Agreement, the Data Centers used to host Personal Data in the Cloud Service are located in the EEA or Switzerland. SAP will not migrate the Customer instance to a Data Center outside the EEA or Switzerland without Customer's prior written consent (email permitted). If SAP plans to migrate the Customer instance to a Data Center within the EEA or to Switzerland, SAP will notify Customer in writing (email permitted) no later than thirty days before the planned migration.

9.4   Exclusions. The following Personal Data is not subject to 9.2 and 9.3:

    (a)   Contact details of the sender of a support ticket; and

    (b)   Any other Personal Data submitted by Customer when filing a support ticket. Customer may choose not to transmit Personal Data when filing a support ticket. If this data is necessary for the incident management process, Customer may choose to anonymize that Personal Data before any transmission of the incident message to SAP.

10.   DEFINITIONS

Capitalized terms not defined herein will have the meanings given to them in the Agreement.

10.1   "Controller" means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data; for the purposes of this DPA, where Customer acts as processor for another controller, it shall in relation to SAP be deemed as additional and independent Controller with the respective controller rights and obligations under this DPA.

10.2   "Data Center" means the location where the production instance of the Cloud Service is hosted for the Customer in its region, as published at: http://www.sap.com/corporate-en/about/our-company/policies/data-privacy-and-security/location-of-data-center.html or notified to Customer or otherwise agreed in an Order Form.

10.3   "Data Protection Law" means the applicable legislation protecting the fundamental rights and freedoms of persons and their right to privacy with regard to the processing of Personal Data under the Agreement (and includes, as far as it concerns the relationship between the parties regarding the processing of Personal Data by SAP on behalf of Customer, the GDPR as a minimum standard, irrespective of whether the Personal Data is subject to GDPR or not).

10.4   "Data Subject" means an identified or identifiable natural person as defined by Data Protection Law.

10.5   "EEA" means the European Economic Area, namely the European Union Member States along with Iceland, Liechtenstein and Norway.

10.6   "European Subprocessor" means a Subprocessor that is physically processing Personal Data in the EEA or Switzerland.

10.7 **"Personal Data"** means any information relating to a Data Subject which is protected under Data Protection Law. For the purposes of the DPA, it includes only personal data which is (i) entered by Customer or its Authorized Users into or derived from their use of the Cloud Service, or (ii) supplied to or accessed by SAP or its Subprocessors in order to provide support under the Agreement. Personal Data is a sub-set of Customer Data (as defined under the Agreement).

10.8 **"Personal Data Breach"** means a confirmed (1) accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or unauthorized third-party access to Personal Data or (2) similar incident involving Personal Data, in each case for which a Controller is required under Data Protection Law to provide notice to competent data protection authorities or Data Subjects.

10.9 **"Processor"** means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller, be it directly as processor of a controller or indirectly as subprocessor of a processor which processes personal data on behalf of the controller.

10.10 **"Standard Contractual Clauses"** or sometimes also referred to the "EU Model Clauses" means the (Standard Contractual Clauses (processors)) or any subsequent version thereof published by the European Commission (which will automatically apply). The Standard Contractual Clauses current as of the effective date of the Agreement are attached hereto as Appendix 4.

10.11 **"Subprocessor"** means SAP Affiliates, SAP SE, SAP SE Affiliates and third parties engaged by SAP, SAP SE or SAP SE's Affiliates in connection with the Cloud Service and which process Personal Data in accordance with this DPA.

Appendix 1 to the DPA and, if applicable, the Standard Contractual Clauses

Data Exporter
The Data Exporter is the Customer who subscribed to a Cloud Service that allows Authorized Users to enter, amend, use, delete or otherwise process Personal Data. Where the Customer allows other Controllers to also use the Cloud Service, these other Controllers are also Data Exporters.

Data Importer
SAP and its Subprocessors provide the Cloud Service that includes the following support:

SAP SE Affiliates support the Cloud Service data centers remotely from SAP facilities in St. Leon/Rot (Germany), India and other locations where SAP employs personnel in the Operations/Cloud Delivery function. Support includes:
- Monitoring the Cloud Service
- Backup & restoration of Customer Data stored in the Cloud Service
- Release and development of fixes and upgrades to the Cloud Service
- Monitoring, troubleshooting and administering the underlying Cloud Service infrastructure and database
- Security monitoring, network-based intrusion detection support, penetration testing

SAP SE Affiliates provide support when a Customer submits a support ticket because the Cloud Service is not available or not working as expected for some or all Authorized Users. SAP answers phones and performs basic troubleshooting, and handles support tickets in a tracking system that is separate from the production instance of the Cloud Service.

Data Subjects
Unless provided otherwise by the Data Exporter, transferred Personal Data relates to the following categories of Data Subjects: employees, contractors, business partners or other individuals having Personal Data stored in the Cloud Service.

Data Categories
The transferred Personal Data concerns the following categories of data:

Customer determines the categories of data per Cloud Service subscribed. Customer can configure the data fields during implementation of the Cloud Service or as otherwise provided by the Cloud Service. The transferred Personal Data typically relates to the following categories of data: name, phone numbers, e-mail address, time zone, address data, system access / usage / authorization data, company name, contract data, invoice data, plus any application-specific data that Authorized Users enter into the Cloud Service and may include bank account data, credit or debit card data.

Special Data Categories (if appropriate)
The transferred Personal Data concerns the following special categories of data: As set out in the Agreement (including the Order Form) if any.

Processing Operations / Purposes
The transferred Personal Data is subject to the following basic processing activities:
- use of Personal Data to set up, operate, monitor and provide the Cloud Service (including Operational and Technical Support)
- provision of Consulting Services;
- communication to Authorized Users
- storage of Personal Data in dedicated Data Centers (multi-tenant architecture)
- upload any fixes or upgrades to the Cloud Service

- back up of Personal Data
- computer processing of Personal Data, including data transmission, data retrieval, data access
- network access to allow Personal Data transfer
- execution of instructions of Customer in accordance with the Agreement.

Appendix 2 to the DPA and, if applicable, the Standard Contractual Clauses – Technical and Organizational Measures

1. TECHNICAL AND ORGANIZATIONAL MEASURES

The following sections define SAP's current technical and organizational measures. SAP may change these at any time without notice so long as it maintains a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without diminishing the security level protecting Personal Data.

1.1 Physical Access Control. Unauthorized persons are prevented from gaining physical access to premises, buildings or rooms where data processing systems that process and/or use Personal Data are located.

Measures:
- SAP protects its assets and facilities using the appropriate means based on the SAP Security Policy
- In general, buildings are secured through access control systems (e.g., smart card access system).
- As a minimum requirement, the outermost entrance points of the building must be fitted with a certified key system including modern, active key management.
- Depending on the security classification, buildings, individual areas and surrounding premises may be further protected by additional measures. These include specific access profiles, video surveillance, intruder alarm systems and biometric access control systems.
- Access rights are granted to authorized persons on an individual basis according to the System and Data Access Control measures (see Section 1.2 and 1.3 below). This also applies to visitor access. Guests and visitors to SAP buildings must register their names at reception and must be accompanied by authorized SAP personnel.
- SAP employees and external personnel must wear their ID cards at all SAP locations.

Additional measures for Data Centers:
- All Data Centers adhere to strict security procedures enforced by guards, surveillance cameras, motion detectors, access control mechanisms and other measures to prevent equipment and Data Center facilities from being compromised. Only authorized representatives have access to systems and infrastructure within the Data Center facilities. To protect proper functionality, physical security equipment (e.g., motion sensors, cameras, etc.) undergo maintenance on a regular basis.
- SAP and all third-party Data Center providers log the names and times of authorized personnel entering SAP's private areas within the Data Centers.

1.2 System Access Control. Data processing systems used to provide the Cloud Service must be prevented from being used without authorization.

Measures:
- Multiple authorization levels are used when granting access to sensitive systems, including those storing and processing Personal Data. Authorizations are managed via defined processes according to the SAP Security Policy

- All personnel access SAP's systems with a unique identifier (user ID).

- SAP has procedures in place so that requested authorization changes are implemented only in accordance with the SAP Security Policy (for example, no rights are granted without authorization). In case personnel leaves the company, their access rights are revoked.

- SAP has established a password policy that prohibits the sharing of passwords, governs responses to password disclosure, and requires passwords to be changed on a regular basis and default passwords to be altered. Personalized user IDs are assigned for authentication. All passwords must fulfill defined minimum requirements and are stored in encrypted form. In the case of domain

passwords, the system forces a password change every six months in compliance with the requirements for complex passwords. Each computer has a password-protected screensaver.

- The company network is protected from the public network by firewalls.

- SAP uses up–to-date antivirus software at access points to the company network   (for e-mail accounts), as well as on all file servers and all workstations.

- Security patch management is implemented to provide regular and periodic deployment of relevant security updates. Full remote access to SAP's corporate network and critical infrastructure is protected   by strong authentication.

1.3   Data Access Control. Persons entitled to use data processing systems gain access only to the Personal Data that they have a right to access, and Personal Data must not be read, copied, modified or removed without authorization in the course of processing, use and storage.

Measures:
- As part of the SAP Security Policy, Personal Data requires at least the same protection level as "confidential" information according to the SAP Information Classification standard.

- Access to Personal Data is granted on a need-to-know basis. Personnel have access to the information that they require in order to fulfill their duty. SAP uses authorization concepts that document grant processes and assigned roles per account (user ID). All Customer Data is protected in accordance with the SAP Security Policy.

- All production servers are operated in the Data Centers or in secure server rooms. Security measures that protect applications processing Personal Data are regularly checked. To this end, SAP conducts internal and external security checks and penetration tests on its IT systems.

- SAP does not allow the installation of software that has not been approved by SAP.

- An SAP security standard governs how data and data carriers are deleted or destroyed once they are no longer required.

1.4   Data Transmission Control. Except as necessary for the provision of the Cloud Services in accordance with the Agreement, Personal Data must not be read, copied, modified or removed without authorization during transfer. Where data carriers are physically transported, adequate measures are implemented at SAP to provide the agreed-upon service levels (for example, encryption and lead-lined containers).

Measures:
- Personal Data in transfer over SAP internal networks is protected according to SAP Security Policy.
- When data is transferred between SAP and its customers, the protection measures for the transferred Personal Data are mutually agreed upon and made part of the relevant agreement. This applies to both physical and network based data transfer. In any case, the Customer assumes responsibility for any data transfer once it is outside of SAP-controlled systems (e.g. data being transmitted outside the firewall of   the SAP Data Center).

1.5   Data Input Control. It will be possible to retrospectively examine and establish whether and by whom Personal Data have been entered, modified or removed from SAP data processing systems.

Measures:
- SAP only allows authorized personnel to access Personal Data as required in the course of their duty.

- SAP has implemented a logging system for input, modification and deletion, or blocking of Personal Data by SAP or its subprocessors within the Cloud Service to the extent technically possible.

1.6   Job Control. Personal Data being processed on commission (i.e., Personal Data processed on a customer's behalf) is processed solely in accordance with the Agreement and related instructions of the customer.

Measures:
- SAP uses controls and processes to monitor compliance with contracts between SAP and its customers, subprocessors or other service providers.
- As part of the SAP Security Policy, Personal Data requires at least the same protection level as "confidential" information according to the SAP Information Classification standard.
- All SAP employees and contractual subprocessors or other service providers are contractually bound to respect the confidentiality of all sensitive information including trade secrets of SAP customers and partners.

1.7   Availability Control. Personal Data will be protected against accidental or unauthorized destruction or loss.

Measures:
- SAP employs regular backup processes to provide restoration of business-critical systems as and when necessary.
- SAP uses uninterrupted power supplies (for example: UPS, batteries, generators, etc.) to protect power availability to the Data Centers.
- SAP has defined business contingency plans for business-critical processes and may offer disaster recovery strategies for business critical Services as further set out in the Documentation or incorporated into the Order Form for the relevant Cloud Service.
- Emergency processes and systems are regularly tested.

1.8   Data Separation Control. Personal Data collected for different purposes can be processed separately.

Measures:
- SAP uses the technical capabilities of the deployed software (for example: multi- tenancy, or separate system landscapes) to achieve data separation among Personal Data originating from multiple customers.
- Customer (including its Controllers) has access only to its own data.
- If Personal Data is required to handle a support incident from Customer, the data is assigned to that particular message and used only to process that message; it is not accessed to process any other messages. This data is stored in dedicated support systems.

1.9   Data Integrity Control. Personal Data will remain intact, complete and current during processing activities.

Measures:
SAP has implemented a multi-layered defense strategy as a protection against unauthorized modifications.
In particular, SAP uses the following to implement the control and measure sections described above:
- Firewalls;
- Security Monitoring Center;
- Antivirus software;
- Backup and recovery;

- External and internal penetration testing;
- Regular external audits to prove security measures.

Appendix 3 to the DPA and, if applicable, the Standard Contractual Clauses

The following table sets out the relevant Articles of GDPR and corresponding terms of the DPA for illustration purposes only.

Article of GDPR	Section of DPA	Click on link to see Section
28(1)	2 and Appendix 2	Security of Processing and Appendix 2, Technical and Organizational Measures.
28(2), 28(3) (d) and 28 (4)	6	SUBPROCESSORS
28 (3) sentence 1	1.1 and Appendix 1, 1.2	Purpose and Application. Structure.
28(3) (a) and 29	3.1 and 3.2	Instructions from Customer. Processing on Legal Requirement.
28(3) (b)	3.3	Personnel.
28(3) (c) and 32	2 and Appendix 2	Security of Processing and Appendix 2, Technical and Organizational Measures.
28(3) (e)	3.4	Cooperation.
28(3) (f) and 32-36	2 and Appendix 2, 3.5, 3.6	Security of Processing and Appendix 2, Technical and Organizational Measures. Personal Data Breach Notification. Data Protection Impact Assessment.
28(3) (g)	4	Data export and Deletion
28(3) (h)	5	CERTIFICATIONS AND AUDITS
28 (4)	6	SUBPROCESSORS
30	8	Documentation; Records of processing
46(2) (c)	7.2	Standard Contractual Clauses.

Appendix 4
STANDARD CONTRACTUAL CLAUSES (PROCESSORS)[1]

For the purposes of Article 26(2) of Directive 95/46/EC (or, after 25 May 2018, Article 44 et seq. of Regulation 2016/79) for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Customer also on behalf of the other Controllers
(in the Clauses hereinafter referred to as the '**data exporter**')

and

SAP
(in the Clauses hereinafter referred to as the '**data importer**')

each a 'party'; together 'the parties',

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

(a)   'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b)   'the data exporter' means the controller who transfers the personal data;

(c)   'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d)   'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

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[1] Pursuant to Commission Decision of 5 February 2010 (2010/87/EU)

(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7,Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will

continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b)   that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c)   that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d)   that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e)   that it will ensure compliance with the security measures;

(f)   that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g)   to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h)   to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i)   that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j)   that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

(a)   to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it

agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b)   that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c)   that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d)   that it will promptly notify the data exporter about:

(i)   any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;

(ii)   any accidental or unauthorised access; and

(iii)   any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e)   to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f)   at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g)   to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h)   that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

(i)   that the processing services by the sub-processor will be carried out in accordance with Clause 11;

(j)   to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1.   The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

2.   If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3.   If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1.   The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a)   to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b)   to refer the dispute to the courts in the Member State in which the data exporter is established.

2.   The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1.   The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2.   The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3.   The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9

Governing law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Sub-processing

1.   The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfill its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

2.   The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such

third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

3.   The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4.   The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data-processing services

1.   The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2.   The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

Schedule E

GENERAL TERMS AND CONDITIONS FOR SAP CLOUD SERVICES ("GTC")

1. DEFINITIONS
Commonly used capitalized terms are defined in the Glossary at the end of the document.

2. USAGE RIGHTS AND RESTRICTIONS
2.1 Grant of Rights.
SAP grants to Customer a non-exclusive, non-transferable and world-wide right to use the Cloud Service (including its implementation and configuration), Cloud Materials and Documentation solely for Customer's and its Affiliates' internal business operations. Permitted uses and restrictions of the Cloud Service also apply to Cloud Materials and Documentation.

2.2 Authorized Users.
Customer may permit Authorized Users to use the Cloud Service. Usage is limited to the Usage Metrics and volumes stated in the Order Form. Access credentials for the Cloud Service may not be used by more than one individual, but may be transferred from one individual to another if the original user is no longer permitted to use the Cloud Service. Customer is responsible for breaches of the Agreement caused by Authorized Users.

2.3 Acceptable Use Policy.
With respect to the Cloud Service, Customer will not:
(a)   disassemble, decompile, reverse-engineer, copy, translate or make derivative works,
(b)   transmit any content or data that is unlawful or infringes any intellectual property rights, or
(c)   circumvent or endanger its operation or security.

2.4 Verification of Use.
Customer will monitor its own use of the Cloud Service and report any use in excess of the Usage Metrics and volume. SAP may monitor use to verify compliance with Usage Metrics, volume and the Agreement.

2.5 Suspension of Cloud Service.
SAP may suspend use of the Cloud Service if continued use may result in material harm to the Cloud Service or its users. SAP will promptly notify Customer of the suspension. SAP will limit the suspension in time and scope as reasonably possible under the circumstances.

2.6 Third Party Web Services.
The Cloud Service may include integrations with web services made available by third parties (other than SAP SE or its Affiliates) that are accessed through the Cloud Service and subject to terms and conditions with those third parties. These third party web services are not part of the Cloud Service and the Agreement does not apply to them.

3. SAP RESPONSIBILITIES
3.1 Provisioning.
SAP provides access to the Cloud Service as described in the Agreement.

3.2 Support.
SAP provides support for the Cloud Service as referenced in the Order Form.

3.3 Security.
SAP uses reasonable security technologies in providing the Cloud Service. As a data processor, SAP will implement technical and organizational measures referenced in the Order Form to secure personal data processed in the Cloud Service in accordance with applicable data protection law.

3.4 Modifications.
(a)   The Cloud Service and SAP Policies may be modified by SAP. SAP will inform Customer of modifications by email, the support portal, release notes, Documentation or the Cloud Service. The information will be delivered by email if the modification is not solely an

enhancement. Modifications may include optional new features for the Cloud Service, which Customer may use subject to the then-current Supplement.

   (b)   If Customer establishes that a modification is not solely an enhancement and materially reduces the Cloud Service, Customer may terminate its subscriptions to the affected Cloud Service by providing written notice to SAP within thirty days after receipt of SAP's informational notice.

3.5 Analyses.

SAP, SAP SE or SAP Affiliates may use anonymous information relating to use of the Cloud Service and Consulting Services to prepare analyses. Analyses do not contain Customer Confidential Information. Examples of analyses include: optimizing resources and support, research and development, verification of security and data integrity, internal demand planning, industry developments and anonymous benchmarking with other Customers. SAP may provide non-anonymous benchmarking services with Customer's prior written consent.

4. CUSTOMER AND PERSONAL DATA

4.1 Customer Data.

Customer is responsible for the Customer Data and entering it into the Cloud Service. Customer grants to SAP (including SAP SE, its Affiliates and subcontractors) a nonexclusive right to process Customer Data (including personal data) solely to provide and support the Cloud Service.

4.2 Personal Data.

Customer will collect and maintain all personal data contained in the Customer Data in compliance with applicable data privacy and protection laws.

4.3 Security.

Customer will maintain reasonable security standards for its Authorized Users' use of the Cloud Service.

4.4 Access to Customer Data.

   (a)   During the Subscription Term, Customer can access its Customer Data at any time. Customer may export and retrieve its Customer Data in a standard format. Export and retrieval may be subject to technical limitations, in which case SAP and Customer will find a reasonable method to allow Customer access to Customer Data.

   (b)   Before the Subscription Term expires, Customer may use SAP's self-service export tools (as available) to perform a final export of Customer Data from the Cloud Service.

   (c)   At the end of the Agreement, SAP will delete the Customer Data remaining on servers hosting the Cloud Service unless applicable law requires retention. Retained data is subject to the confidentiality provisions of the Agreement.

   (d)   In the event of third party legal proceedings relating to the Customer Data, SAP will cooperate with Customer and comply with applicable law (both at Customer's expense) with respect to handling of the Customer Data.

5. FEES AND TAXES

5.1 Fees and Payment.

Customer will pay fees as stated in the Order Form. After prior written notice, SAP may suspend Customer's use of the Cloud Service until payment is made. Customer cannot withhold, reduce or set-off fees owed nor reduce Usage Metrics during the Subscription Term. All Order Forms are non-cancellable and fees non-refundable.

5.2 Taxes.

Fees and other charges imposed under an Order Form will not include taxes, all of which will be for Customer's account. Customer is responsible for all taxes, other than SAP's income and payroll taxes. Customer must provide to SAP any direct pay permits or valid tax-exempt certificates prior to signing an Order Form. If SAP is required to pay taxes (other than its income and payroll taxes), Customer will reimburse SAP for those amounts and indemnify SAP for any taxes and related costs paid or payable by SAP attributable to those taxes.

6. TERM AND TERMINATION

6.1 Term.
The Subscription Term is as stated in the Order Form.

6.2 Termination.
A party may terminate the Agreement:

(a)   upon thirty days written notice of the other party's material breach unless the breach is cured during that thirty day period,

(b)   as permitted under Sections 3.4(b), 7.2(b), 7.4(c), or 8.1(c) (with termination effective thirty days after receipt of notice in each of these cases), or

(c)   immediately if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise materially breaches Sections 11 or 12.6.

6.3 Refund and Payments.
For termination by Customer or an 8.1(c) termination, Customer will be entitled to:

(a)   a pro-rata refund in the amount of the unused portion of prepaid fees for the terminated subscription calculated as of the effective date of termination, and

(b)   a release from the obligation to pay fees due for periods after the effective date of termination.

6.4 Effect of Expiration or Termination.
Upon the effective date of expiration or termination of the Agreement:

(a)   Customer's right to use the Cloud Service and all SAP Confidential Information will end,

(b)   Confidential Information of the disclosing party will be returned or destroyed as required by the Agreement, and

(c)   termination or expiration of the Agreement does not affect other agreements between the parties.

6.5 Survival.
Sections 1, 5, 6.3, 6.4, 6.5, 8, 9, 10, 11, and 12 will survive the expiration or termination of the Agreement.

7. WARRANTIES

7.1 Compliance with Law.
Each party warrants its current and continuing compliance with all laws and regulations applicable to it in connection with:

(a)   in the case of SAP, the operation of SAP's business as it relates to the Cloud Service, and

(b)   in the case of Customer, the Customer Data and Customer's use of the Cloud Service.

7.2 Good Industry Practices.
SAP warrants that it will provide the Cloud Service:

(a)   in substantial conformance with the Documentation; and

(b)   with the degree of skill and care reasonably expected from a skilled and experienced global supplier of services substantially similar to the nature and complexity of the Cloud Service.

7.3 Remedy.
Customer's sole and exclusive remedies and SAP's entire liability for breach of the warranty under Section 7.2 will be:

(a)   the re-performance of the deficient Cloud Service, and

(b)   if SAP fails to re-perform, Customer may terminate its subscription for the affected Cloud Service. Any termination must occur within three months of SAP's failure to re-perform.

7.4   System Availability.

(a)   SAP warrants to maintain an average monthly system availability for the production system of the Cloud Service as defined in the applicable service level agreement or Supplement ("SLA").

(b)   Customer's sole and exclusive remedy for SAP's breach of the SLA is the issuance of a credit in the amount described in the SLA. Customer will follow SAP's posted credit claim procedure. When the validity of the service credit is confirmed by SAP in writing (email permitted), Customer may apply the credit to a future invoice for the Cloud Service or request a refund for the amount of the credit if no future invoice is due.

(c)   In the event SAP fails to meet the SLA (i) for four consecutive months, or (ii) for five or more months during any twelve months period, or (iii) at a system availability level of least 95% for one calendar month, Customer may terminate its subscriptions for the affected Cloud Service by providing SAP with written notice within thirty days after the failure.

7.5   Warranty Exclusions.

The warranties in Sections 7.2 and 7.4 will not apply if:

(a)   the Cloud Service is not used in accordance with the Agreement or Documentation,

(b)   any non-conformity is caused by Customer, or by any product or service not provided by SAP, or

(c)   the Cloud Service was provided for no fee.

7.6   Disclaimer.

Except as expressly provided in the Agreement, neither SAP nor its subcontractors make any representation or warranties, express or implied, statutory or otherwise, regarding any matter, including the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of or integration with any products or services provided under the Agreement, or that the operation of any products or services will be secure, uninterrupted or error free. Customer agrees that it is not relying on delivery of future functionality, public comments or advertising of SAP or product roadmaps in obtaining subscriptions for any Cloud Service.

8.   THIRD PARTY CLAIMS

8.1   Claims Brought Against Customer.

(a)   SAP will defend Customer against claims brought against Customer and its Affiliates by any third party alleging that Customer's and its Affiliates' use of the Cloud Service infringes or misappropriates a patent claim, copyright, or trade secret right. SAP will indemnify Customer against all damages finally awarded against Customer (or the amount of any settlement SAP enters into) with respect to these claims.

(b)   SAP's obligations under Section 8.1 will not apply if the claim results from (i) Customer's breach of Sections 2, (ii) use of the Cloud Service in conjunction with any product or service not provided by SAP, or (iii) use of the Cloud Service provided for no fee.

(c)   In the event a claim is made or likely to be made, SAP may (i) procure for Customer the right to continue using the Cloud Service under the terms of the Agreement, or (ii) replace or modify the Cloud Service to be non-infringing without material decrease in functionality. If these options are not reasonably available, SAP or Customer may terminate Customer's subscription to the affected Cloud Service upon written notice to the other.

8.2   Claims Brought Against SAP.

Customer will defend SAP against claims brought against SAP, SAP SE, its Affiliates and subcontractors by any third party related to Customer Data.

Customer will indemnify SAP against all damages finally awarded against SAP, SAP SE, its Affiliates and subcontractors (or the amount of any settlement Customer enters into) with respect to these claims.

8.3 Third Party Claim Procedure.

(a) The party against whom a third party claim is brought will timely notify the other party in writing of any claim, reasonably cooperate in the defense and may appear (at its own expense) through counsel reasonably acceptable to the party providing the defense.

(b) The party that is obligated to defend a claim will have the right to fully control the defense.

(c) Any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by, the party against whom the claim is brought.

8.4 Exclusive Remedy.

The provisions of Section 8 state the sole, exclusive, and entire liability of the parties, their Affiliates, Business Partners and subcontractors to the other party, and is the other party's sole remedy, with respect to covered third party claims and to the infringement or misappropriation of third party intellectual property rights.

9. LIMITATION OF LIABILITY

9.1 Unlimited Liability.

Neither party will exclude or limit its liability for damages resulting from:

(a) the parties' obligations under Section 8.1(a) and 8.2,

(b) unauthorized use or disclosure of Confidential Information,

(c) either party's breach of its data protection and security obligations that result in an unauthorized use or disclosure of personal data,

(d) death or bodily injury arising from either party's gross negligence or willful misconduct, or

(e) any failure by Customer to pay any fees due under the Agreement.

9.2 Liability Cap.

Subject to Sections 9.1 and 9.3, the maximum aggregate liability of either party (or its respective Affiliates or SAP's subcontractors) to the other or any other person or entity for all events (or series of connected events) arising in any twelve month period will not exceed the annual subscription fees paid for the applicable Cloud Service directly causing the damage for that twelve month period. Any "twelve month period" commences on the Subscription Term start date or any of its yearly anniversaries.

9.3 Exclusion of Damages.

Subject to Section 9.1:

(a) neither party (nor its respective Affiliates or SAP's subcontractors) will be liable to the other party for any special, incidental, consequential, or indirect damages, loss of good will or business profits, work stoppage or for exemplary or punitive damages, and

(b) SAP will not be liable for any damages caused by any Cloud Service provided for no fee.

9.4 Risk Allocation.

The Agreement allocates the risks between SAP and Customer. The fees for the Cloud Service and Consulting Services reflect this allocation of risk and limitations of liability.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 SAP Ownership.

SAP, SAP SE, their Affiliates or licensors own all intellectual property rights in and related to the Cloud Service, Cloud Materials, Documentation, Consulting Services, design contributions, related knowledge or processes, and any derivative works of them. All rights not expressly granted to Customer are reserved to SAP, SAP SE and its licensors.

10.2 Customer Ownership.

Customer retains all rights in and related to the Customer Data.

10.3 Non-Assertion of Rights.

Customer covenants, on behalf of itself and its successors and assigns, not to assert against SAP, SAP SE, their Affiliates or licensors, any rights, or any claims of any rights, in any Cloud Service, Cloud Materials, Documentation, or Consulting Services.

11. CONFIDENTIALITY

11.1 Use of Confidential Information.

(a)   Unless deemed as a public record pursuant to Chapter 119, Florida Statues, the receiving party will protect all Confidential Information of the disclosing party as strictly confidential to the same extent it protects its own Confidential Information, and not less than a reasonable standard of care. Receiving party will not disclose any Confidential Information of the disclosing party to any person other than its personnel, representatives or Authorized Users whose access is necessary to enable it to exercise its rights or perform its obligations under the Agreement and who are under obligations of confidentiality substantially similar to those in Section 11. Customer will not disclose the Agreement or the pricing to any third party.

(b)   Confidential Information of either party disclosed prior to execution of the Agreement will be subject to Section 11.

(c)   In the event of legal proceedings relating to the Confidential Information, the receiving party will cooperate with the disclosing party and comply with applicable law (all at disclosing party's expense) with respect to handling of the Confidential Information.

(d)   Notwithstanding any terms and conditions to the contrary, disclosure of any confidential information received by Customer will be governed by the provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

11.2 Exceptions.

The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that:

(a)   is independently developed by the receiving party without reference to the disclosing party's Confidential Information,

(b)   is generally available to the public without breach of the Agreement by the receiving party,

(c)   at the time of disclosure, was known to the receiving party free of confidentiality restrictions, or

(d)   the disclosing party agrees in writing is free of confidentiality restrictions.

11.3 Publicity.

Except as required by Customer under the Florida Open Meetings Law and/or the Florida Sunshine Law, neither party will use the name of the other party in publicity activities without the prior written consent of the other, except that Customer agrees that SAP may use Customer's name in customer listings or quarterly calls with its investors or, at times mutually agreeable to the parties, as part of SAP's marketing efforts (including reference calls and stories, press testimonials, site visits, SAPPHIRE participation). Customer agrees that SAP may share information on Customer with its Affiliates for marketing and other business purposes and that it has secured appropriate authorizations to share Customer employee contact information with SAP.

12. MISCELLANEOUS

12.1 Severability.

If any provision of the Agreement is held to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.

12.2 No Waiver.

A waiver of any breach of the Agreement is not deemed a waiver of any other breach.

12.3 Electronic Signature.

Electronic signatures that comply with applicable law are deemed original signatures. Upon Customer's request, SAP will execute agreed upon documentation with written signature.

12.4 Regulatory Matters.

SAP Confidential Information is subject to export control laws of various countries, including the laws of the United States and Germany. Customer will not submit SAP Confidential Information to any government agency for licensing consideration or other regulatory approval, and will not export SAP Confidential Information to countries, persons or entities if prohibited by export laws.

12.5 Notices.

All notices will be in writing and given when delivered to the address set forth in an Order Form with copy to the legal department. Notices by SAP relating to the operation or support of the Cloud Service and those under Sections 3.4 and 5.1 may be in the form of an electronic notice to Customer's authorized representative or administrator identified in the Order Form.

12.6 Assignment.

Without SAP's prior written consent, Customer may not assign or transfer the Agreement (or any of its rights or obligations) to any party. SAP may assign the Agreement to SAP SE or any of its Affiliates, subject to Customer's prior written consent, not to be unreasonably withheld; provided however that SAP may assign the Agreement to its parent corporation without Customer consent.

12.7 Subcontracting.

SAP may subcontract parts of the Cloud Service or Consulting Services to third parties. SAP is responsible for breaches of the Agreement caused by its subcontractors.

12.8 Relationship of the Parties.

The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by the Agreement.

12.9 Force Majeure.

Any delay in performance (other than for the payment of amounts due) caused by conditions beyond the reasonable control of the performing party is not a breach of the Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance.

12.10 Governing Law.

The Agreement and any claims relating to its subject matter will be governed by and construed under the laws of the State of Florida, without reference to its conflicts of law principles. All disputes will be subject to the exclusive jurisdiction of the courts located in the State of Florida. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement. Either party must initiate a cause of action for any claim(s) relating to the Agreement and its subject matter within one year from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

12.11 Entire Agreement.

The Agreement constitutes the complete and exclusive statement of the agreement between SAP and Customer in connection with the parties' business relationship related to the subject matter of the Agreement. All previous representations, discussions, and writings (including any confidentiality agreements) are merged in and superseded by the applicable Agreement and the parties disclaim any reliance on them. An Agreement may be modified solely in writing signed by both parties, except as permitted under Section 3.4. An Agreement will prevail over terms and conditions of any Customer-issued purchase order, which will have no force and effect, even if SAP accepts or does not otherwise reject the purchase order.

Glossary

1.1 **"Affiliate"** of a party means any legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the entity's shares or voting rights. Any legal entity will be considered an Affiliate as long as that interest is maintained.

1.2 **"Agreement"** means an Order Form and documents incorporated into an Order Form.

1.3 **"Authorized User"** means any individual to whom Customer grants access credentials to use the Cloud Service that is an employee, agent, contractor or representative of
   (a)   Customer,
   (b)   Customer's Affiliates, and/or
   (c)   Customer's and Customer's Affiliates' Business Partners.

1.4 **"Business Partner"** means a legal entity that requires use of a Cloud Service in connection with Customer's and its Affiliates' internal business operations. These may include customers, distributors, service providers and/or suppliers of Customer.

1.5 **"Cloud Service"** means any distinct, subscription-based, hosted, supported and operated on-demand solution provided by SAP under an Order Form.

1.6 **"Cloud Materials"** mean any materials provided or developed by SAP (independently or with Customer's cooperation) in the course of performance under the Agreement, including in the delivery of any support or Consulting Services to Customer. Cloud Materials do not include the Customer Data, Customer Confidential Information or the Cloud Service.

1.7 **"Confidential Information"** means
   (a)   with respect to Customer: (i) the Customer Data, (ii) Customer marketing and business requirements, (iii) Customer implementation plans, and/or (iv) Customer financial information, and
   (b)   with respect to SAP: (i) the Cloud Service, Documentation, Cloud Materials and analyses under Section 3.5, and (ii) information regarding SAP research and development, product offerings, pricing and availability.
   (c)   Confidential Information of either SAP or Customer also includes 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.

1.8 **"Consulting Services"** means professional services, such as implementation, configuration, custom development and training, performed by SAP's employees or subcontractors as described in any Order Form and which are governed by the Supplement for Consulting Services or similar agreement.

1.9 **"Customer Data"** means any content, materials, data and information that Authorized Users enter into the production system of a Cloud Service or that Customer derives from its use of and stores in the Cloud Service (e.g. Customer-specific reports). Customer Data and its derivatives will not include SAP's Confidential Information.

1.10 **"Documentation"** means SAP's then-current technical and functional documentation as well as any roles and responsibilities descriptions, if applicable, for the Cloud Service which is made available to Customer with the Cloud Service.

1.11 **"Order Form"** means the ordering document for a Cloud Service that references the GTC.

1.12 **"SAP SE"** means SAP SE, the parent company of SAP.

1.13 **"SAP Policies"** means the operational guidelines and policies applied by SAP to provide and support the Cloud Service as incorporated in an Order Form.

1.14 **"Subscription Term"** means the term of a Cloud Service subscription identified in the applicable Order Form, including all renewals.

1.15 **"Supplement"** means the supplemental terms and conditions that apply to the Cloud Service and that are incorporated in an Order Form.

1.16 **"Usage Metric"** means the standard of measurement for determining the permitted use and calculating the fees due for a Cloud Service as set forth in an Order Form.

SOFTWARE LICENSE AND SUPPORT AGREEMENT
Software Order Form No. 13 ("Order Form")
effective as of the date of last signature below ("Effective Date")

between

        SAP Public Services, Inc.
        3999 West Chester Pike
        Newtown Square, PA 19073
        ("SAP")

And

        The School Board of Broward County
        600 SE 3rd Ave
        Fort Lauderdale, FL 33301-3125
        United States
        (hereinafter "Licensee")

PREAMBLE:

SAP and Licensee agree that this Order Form is a binding agreement for SAP software licenses and support, governed by the SAP R/3 Software End-User License Agreement between SAP and Licensee dated December 7, 1999 ("Initial Agreement"), all exhibits, appendices, schedules or other addenda attached to or referenced by the Initial Agreement or this Order Form ("Schedules") and the applicable Software Use Rights document ("Use Terms") current at the time of execution of this Order Form, a copy of which is found at www.sap.com/company/legal/index.epx and made a part hereof. All components are integral to this agreement, collectively form a single agreement with all other orders subject to the Initial Agreement and collectively are referred to herein as the "Agreement." Licensee acknowledges it has had the opportunity to review the Use Terms prior to executing this Order Form. SAP recommends Licensee prints copies of the applicable Use Terms for Licensee's own records. For purposes of this Order Form, any reference in the Use Terms and this Order Form to the GTC shall mean the Initial Agreement, and all references to the term "Appendix" or "Appendices" under the Agreement shall be replaced by the term "Order Form". The following order of precedence shall be applied in the event of conflict or inconsistency between provisions of the components of this Agreement: (i) the Software Order Form; (ii) the Schedules; (iii) the Use Terms; and (iv) the Initial Agreement.

1. **LICENSED SOFTWARE AND FEES**. The Software licensed to Licensee pursuant to this Order Form and the associated fees are identified in Schedule 1. All license fees are net after discount, if applicable. The total net license fees identified in Schedule 1 and payable under this Order Form are 55,838.25 USD which shall be invoiced upon execution of this Order Form.

   If Licensee has an affiliate or subsidiary with a separate agreement for SAP software licenses and/or support services, with SAP SE, any SAP SE affiliate (including SAP) and/or any other distributor of SAP software, the Software shall not be Used to run such affiliate's or subsidiary's business operations and such affiliate or subsidiary shall not receive any support services under this Agreement even if such separate agreement has expired or is terminated, unless otherwise agreed in writing by the parties.

2. **SAP SUPPORT SERVICES AND FEES:** SAP and Licensee agree that Standard Support is the applicable SAP Support offered by SAP for the Software licensed under this Order Form as set forth in the SAP Support Schedule to the Agreement.

   SAP Support Fees shall commence as of the first day of the month following the Effective Date of this Order Form. The initial term of SAP Support shall begin on the Effective Date and continue for the remainder of the current calendar year and the next full calendar year (except in cases of an Effective Date commencing on January 1 of a respective calendar year, in which case the initial term will run until December 31st of the respective calendar year) ("Initial Term"). After the Initial Term and subject to the Agreement and SAP Support Schedule, SAP Support shall renew at the beginning of each calendar year for the subsequent one year period. SAP Annual Support Fees shall be paid annually in advance and shall be as specified below.

The SAP Standard Support Fee for the Software licensed under this Order Form is priced at the then current annual SAP Standard Support Factor in effect (currently 19%) multiplied by the total Maintenance Base (set forth in the Schedule 1 as "Maintenance Base") for the licensed Software stated in Schedule 1. The current annual SAP Standard Support Fee for the Software licensed under this Order Form is set forth in Schedule 1 as the "Annual Support Fee". SAP agrees that the SAP Standard Support Factor shall remain at 19% for the Initial Term and first renewal. Thereafter, SAP reserves the right to increase Licensee's SAP Standard Support Fee hereunder (without additional notice) from the prior year by the percentage increase in the Consumer Price Index (CPI), applied on a cumulative year-over-year basis starting from either the effective date of this Order Form or the date of Licensee's last SAP Standard Support Fee increase, whichever occurred later. CPI as used herein means "U.S. Consumer Price Index for all Urban Consumers, U.S. City Average - All Items 1982-1984 = 100 Base for a twelve (12) month period prior to such increase as published by the Bureau of Labor Statistics".

Not raising fees in any given year or years is not a waiver of SAP's right to do so. SAP Support Fees are invoiced on an annual basis effective January 1 of a calendar year. Any SAP Support Fees due prior to January 1 are invoiced on a pro-rata basis for the given calendar year in effect. SAP Support Fees will increase as additional software is licensed.

SAP Solution Manager is available to all SAP Support customers to the extent stated in the applicable SAP Support schedule, but does not currently interface with selected SAP BusinessObjects portfolio products.

3. **PAYMENT TERMS:** All fees are in USD. All payment terms for Software and Support are net thirty (30) days from date of invoice.

4. **DELIVERY**: Delivery of all Software licensed hereunder will be made by making such Software available for download or other electronic transmission to Licensee's location at: 600 SE 3rd Ave, 33301-3125 Fort Lauderdale, FL, United States ("Delivery Location").

    Licensee acknowledges having received the remote access information listed below allowing download of the Software through the SAP ServiceMarketplace (http://service.sap.com/swdc):

USER ID:	S0010956725
INITIAL PASSCODE:	I1JF4VMG

    Licensee confirms that it has access to SAP Service Marketplace as required to download the Software licensed under this Agreement.

    Licensee agrees not to request any physical delivery of Software or Support Services and should it occur that any such delivery will be rejected by Licensee. Licensee agrees and understands that the calculation of Taxes may be affected by the delivery method and Delivery Location of the Software and corresponding SAP Support.

5. **VALIDITY OF OFFER:** The validity of this offer will expire on **June 28, 2019**, unless sooner executed by Licensee, or extended in writing by SAP.

Accepted By:

SAP Public Services, Inc.

(SAP)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
    Heather P. Brinkworth, Chair

ATTEST:

Name:_____

Title:_____

Date:_____

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

SAP Confidential
SAP Software License Order Form Referencing SUR enUS.v.1-2018
SAP Opp. 303412300 / Quote 20519000041 / Case 3061167888

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Schedule 1 to Order Form	
Customer Name	The School Board of Broward County
Net License Fee	55,838.25 USD
Support Type	SAP Standard Support
Support Percent %	19.00%
BSI Support Percent %	N/A
Maintenance Base	55,838.25 USD
Annual Support Fee	10,609.27 USD

Software Licensed						
Product	TPP	SAV	License Metric	Blocks of (units)	License Quantity	Net License Fee
SAP HANA, Runtime edition for Applications & SAP BW - New/Subsequent		X	HSAV	0	1	7,283.25
SAP Access Control		X	Monitored Users	100	5	48,555.00

Legend:
TPP- Third Party Product: 'X' indicates the software product is a Third Party Product licensed from SAP
SAV–SAP Application Value: "X" indicates that the product is part of the SAP application value and thus relevant for runtime databases licensed by SAP.

SAP Confidential
SAP Software License Order Form Referencing SUR enUS.v.1-2018
SAP Opp. 303412300 / Quote 20519000041 / Case 3061167888

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TERMINATION ADDENDUM FOR CLOUD EXTENSION
issued May 16, 2019 ("Termination Addendum")
to the
APPENDIX 7
executed December 22, 2004 ("Appendix")
APPENDIX 11
executed June 19, 2007 ("Appendix")
ORDER FORM 12
executed September 19, 2017 ("Order Form")
to
SOFTWARE END-USER LICENSE AGREEMENT
Effective December 7, 1999 ("Agreement")
by and between
SAP PUBLIC SERVICES, INC. ("SAP")
and
The School Board of Broward County ("Licensee")

This Termination Addendum modifies and becomes an integral part of the Agreement between the parties. In each instance in which the provision(s) of this Termination Addendum contradict or are inconsistent with the provision(s) of the Agreement, the provision(s) of this Termination Addendum shall prevail and govern and the contradicted or inconsistent provision(s) shall be deemed amended accordingly.

SAP and Licensee agree as follows:

1. ***Cloud Agreement:*** SAP and Licensee will enter into an agreement for SAP Cloud Services Cloud Quote Reference Number #020538000008 with (i) annual subscription fees not less than *USD$483,000.00*, and (ii) an Order Form effective date (defined therein) prior to the effective date of this Termination Addendum ("Cloud Order Form").

    The validity of this Termination Addendum is contingent upon Licensee's execution of the Cloud Order Form prior to the expiration of this offer set forth in Section 7 below.

2. **License Termination:** SAP and Licensee hereby agree that pursuant to the Termination Section of the Agreement, the license grant shall be irrevocably terminated for the Software listed below (the "Terminated Software") effective **December 31, 2019** ("Effective Date").

Effective Date of Termination	Appendix/ Order Form Number	Material Description	Current Qty	New Qty
12/31/2019	Appendix 7	e-Recruiting	45500	0
12/31/2019	Appendix 11	SAP Learning Solution	45000	0
12/31/2019	Order Form 12	SAP HANA, RT ed Applic & BW-inst base	1	1

Upon the Effective Date all Use rights for the Terminated Software granted in the Order Form are hereby revoked and Licensee and its authorized Affiliates/Subsidiaries shall immediately and permanently cease Use of the Terminated Software. Licensee shall destroy all copies of the SAP Proprietary/Confidential Information in every form. Licensee must certify to SAP in writing that it has satisfied its obligations under this Section 2.

3. **Audit:** In addition to SAP's rights under the Verification section of the Agreement, SAP shall have the one-time right, upon ten days prior notice to Licensee, to audit Licensee's SAP installation(s) to ensure compliance with the obligations of License Termination set forth in Section 2 above.

4. **Support Termination:** SAP and Licensee further agree that upon the Effective Date, all SAP Support for the Terminated Software as provided under the Agreement shall be terminated with regard to the Terminated Software. SAP and Licensee further agree that the Maintenance Base for the Software licensed under the Agreement shall be reduced and the SAP Support Fees shall be adjusted accordingly as of the Effective Date as set out below.

5. **Support Fee Base:** SAP and Licensee further agree that the Support base for the Software licensed under the Order Form/Appendix shall be reduced by the amount in the tables below as of the effective date of this Termination Addendum.

Appendix/Order Form Number	Material Description	Original Maintenance Base for the material	Maintenance Base Reduction for the material	New Total Maintenance Base for the material
Appendix 7	7002059	177,865.23	177,865.23	0,00
Appendix 11	7002075	131,611.70	131,611.70	0,00
Order Form 12	7018065	853,407.00	42,164.26	811,242.74

6. **Validity of Offer:** The validity of this offer will expire on **June 30, 2019**, unless sooner executed by Licensee, or subsequently executed by SAP.

THIS TERMINATION ADDENDUM has been executed by the parties, acting by and through their duly authorized representatives, in duplicate original, either of which may be deemed the original, but together constituting one agreement, and each party receiving one fully completed and executed duplicate.

Accepted by:
SAP PUBLIC SERVICES, INC.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
   Heather Brinkworth, Chair

ATTEST:

_____
Name:

_____
Title:

_____
Robert W. Runcie, Superintendent of Schools

Date:

Approved as to Form and Legal Content:

_____
Office of the General Counsel

Amendment issued June 11, 2019
to
SUCCESSFACTORS, INC. ("SAP")
GENERAL TERMS AND CONDITIONS FOR SAP CLOUD SERVICES effective June 28, 2016 ("Agreement")
with
Broward County Public Schools ("Licensee")

This amendment modifies the above-referenced Agreement between the parties. In each instance in which the provisions of this amendment contradict or are inconsistent with the provisions of the Agreement, the provisions of this Amendment shall prevail and govern.

Effective as of the date of last signature below:

1. Subject to Licensee's representation below, the parties agree that Licensee's name is now changed to "The School Board of Broward County, Florida" and all references to Licensee or "**Broward County Public Schools**" will now be references to "The School Board of Broward County, Florida". Notwithstanding the change in name, Licensee will retain all its rights and obligations under this Agreement.

2. Licensee represents that the change in Licensee's name as requested above is solely a change in name and not as a result of any change or transfer of ownership or assets of Licensee to a separate legal entity. Licensee further represents that the aforementioned name change is not associated in any way with any merger, acquisition, divestiture, assignment, delegation, sublicense, pledge, transfer or similar transaction creating a new legal entity, extinguishing Licensee or its rights and obligations under the Agreement, or otherwise involving any other separate legal entity.

3. Statement of Purpose: The purpose of this amendment is to document Licensee's name change.

Validity: The validity of this amendment will expire June 28, 2019 unless sooner executed by Licensee, or extended in writing by SAP.

EXCEPT AS HEREIN PROVIDED, NONE OF THE PROVISIONS OF THE AGREEMENT SHALL BE AFFECTED BY THIS AMENDMENT

SUCCESSFACTORS, INC.

Signature: _____

Print Name: _____

Title: _____

Date: _____

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
    Heather Brinkworth, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

CMS Case ID 3061164242