SAP SuccessFactors HXM 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. USAGE METRICS

1.1. **Message.** A Message means an electronic communication exchanged via the capabilities of the Cloud Service. If a message is larger than 250 kilobytes, any amount in excess of 250 kilobytes will be charged as one additional message for each 250 kilobytes or portion thereof.

1.2. **Tenant.** Tenant means a Customer specific instance of the Cloud Service.

1.3. **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. ADDITIONAL TERMS

2.1. Disaster Recovery

2.1.1. 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.

2.1.2. ~~**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); DC10 (Sydney, Australia), DC12 (St. LeonRot, Germany), DC17 (Toronto, Ontario, Canada) and DC47 (Toronto, Ontario, Canada - Microsoft Azure). Furthermore, as long as Customer subscribes to the Employee Central Payroll Cloud Service, SAP shall provide enhanced disaster recovery services (as further described below) in the following production data centers: DC 10 (Sydney, Australia); DC12 (St. Leon-Rot, Germany); DC14 (Newtown Square, Pennsylvania, USA) and DC47 (Toronto, Ontario, Canada - Microsoft Azure). 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 2.1.3 below applies.~~

2.1.3. **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 2.1.2 above.

2.2. **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. Additional limits may be identified with specific Cloud Services below.

2.3. **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.

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

2.4.1. SAP Jam, basic edition: 2 GB per instance

2.4.2.   SAP Jam, advanced edition: 100 GB per instance

2.5.   **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.

2.6.   **Onboarding Cloud Service**

2.6.1.   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.

2.6.2.   In order to use the subscription service, the import of external HRIS user records into Employee Central as read only records may be allowed for the purpose of Onboarding only.

2.7.   **Employee Central payroll Cloud Service**

2.7.1.   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.

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

2.8.   **Employee Central Service Center**

2.8.1.   Cloud for Service is included with a ratio of 1 agent user to 300 employees.

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

2.8.3.   Integration of Employee Central with Cloud for Service and SAP Cloud Portal is included.

2.8.4.   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.

2.9.   **SAP SuccessFactors Employee Central, core HR option, functional use.** Employee Central, functional use, is available only for the following categories of individuals:

2.9.1.   Non-employee (includes contingent/contractors);

2.9.2.   former employees whose records continue to be maintained;

2.9.3.   individuals with a limited or temporary employee relationship during the course of a year or 12-month period;

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

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

2.9.6.   individuals whose records are maintained solely for the purposes of running Employee Central Payroll.

2.10.   **Learning, Content Storage**

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

2.10.2.   Content bandwidth is calculated based on 250 Megabytes (MBs) per User per year.

2.10.3.   Content storage for the Learning or Validated Learning Cloud Service 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.

2.10.4. SAP will provide one SFTP Content account per Customer.

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

2.11.1. Non-employee (includes contingent/contractors);

2.11.2. individuals with a limited or temporary employee relationship during the course of a year of 12 month period;

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

2.11.4. Users with functional use rights must be identified in the Learning Cloud Service by Customer separately from other Users.

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

2.12.1. 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.

2.12.2. 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.

2.13. **SAP Work Zone for HR**

2.13.1. The SAP Work Zone for HR Cloud Service has a storage limit of 1000 GB per instance per month.

2.13.2. Comment fields or free text entry fields in the SAP Work Zone for HR Cloud Service are not designed to collect or store personal data, therefore no sensitive or personal data should be entered in them. The Personal Data Processing Agreement for SAP Cloud Services referenced in the Order Form does not apply to personal data contained in such fields.

2.13.3. Elements of the SAP Cloud Platform Workflow Service are provided as part of the SAP Work Zone for HR Cloud Service. These elements may only be used with those workflows that interact with SAP SuccessFactors products.

2.13.4. SAP Work Zone for HR includes access to the SAP Cloud Platform mobile service. This access is limited to use with Work Zone for HR only, and may not be used with other SAP Cloud Platform mobile services without additional licenses.

2.14. **SAP Cloud Platform Integration Suite for SAP SuccessFactors solutions**

2.14.1. The Cloud Service requires that one end of the integration be an SAP SuccessFactors solution.

2.14.2. The Cloud Service includes 2 tenants and 100,000 Messages per month.

2.14.3. Customer shall ensure that it has all necessary license rights for any SAP and/or third party solutions integrated using the Cloud Service.

2.14.4. EU Access is not available for the Cloud Service.

SAP may use Customer- created integration content only ("Customer Integration Content") to train machine learning algorithms included in the Cloud Service for purposes of improving the user experience and for making suggestions for integration tooling Customer may create in the Cloud Service. All Customer Integration Content will be used in a manner that does not allow for the identification of Customer as the provider of such content. Customer is responsible for ensuring the correctness and quality of the suggestions made by the Cloud Service. In case of termination of the Agreement, all anonymized Customer Integration Content will remain on the SAP server of the Cloud Service and SAP may continue to use such Customer Integration Content for further training of machine learning algorithms.