

## Attachment 2

### 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. USAGE METRICS

- 1.1. **Gigabyte.** Gigabyte is the amount of capacity in the Cloud Service. For this Cloud Service, memory capacity is counted. Unless otherwise indicated herein, the Usage Metric entitlement in the Order Form is retained throughout the Subscription Term.
- 1.2. **Message.** 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.
- 1.3. **Tenant.** Tenant is a customer-specific instance of the Cloud Service. Unless otherwise indicated herein, the Usage Metric entitlement in the Order Form is retained throughout the Subscription Term.
- 1.4. **Transaction.** Transaction is any message, job, action, response, and/or task processed via the Cloud Service. For the SAP SuccessFactors Onboarding Cloud Service, each completed onboarding (including rehiring), cross boarding, and offboarding transaction is counted. For the SAP SuccessFactors Recruiting Cloud Service, each internal or external candidate moved to the “Hired” status is counted.
- 1.5. **User.** Users are individuals authorized to access the Cloud Service. For this Cloud Service, an individual with a unique active profile and whose data is processed by the Cloud Service is counted. Unless otherwise indicated herein, the Usage Metric entitlement in the Order Form is retained throughout the Subscription Term.

#### 2. ADDITIONAL TERMS

##### 2.1. Disaster Recovery.

- 2.1.1. 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. Customer’s productive tenants for Employee Central, Employee Central Payroll, Performance and Goals, Compensation, Succession and Development, Onboarding (excluding Onboarding 1.0), Time Tracking, Opportunity Marketplace, Learning, and Validated Learning Cloud Services that are hosted in a data center listed in the then-current [SAP SuccessFactors Disaster Recovery Overview](#) include (i) Recovery Point Objective (RPO): no more than 4 hours of data loss; and (ii) Recovery Time Objective (RTO): administrator access to data and full service restoration within 24 hours.

- 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 SAP Cloud services. SAP Cloud Platform Identity Provisioning may only be used for provisioning users from SAP Cloud services to SAP Cloud Platform Identity Authentication.

- 2.4. **SAP SuccessFactors Foundation.** There is a 500 GB base storage limit per instance that applies to the attachment storage framework of the SAP SuccessFactors Foundation Cloud Service.

- 2.5. **SAP SuccessFactors Workforce Analytics.** In order to use SAP SuccessFactors Workforce Analytics Cloud Service, Customer may 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. SAP SuccessFactors Onboarding.**

- 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. Customers using SAP SuccessFactors Onboarding with external HRIS systems may import such external HRIS user records into SAP SuccessFactors Employee Central as read only. These read only records may only be used for the express purpose of Onboarding, and do not count as usage of SAP SuccessFactors Employee Central.

**2.7. SAP SuccessFactors Employee Central Payroll.**

- 2.7.1. SAP does not provide specific documentation for the payroll engine of SAP SuccessFactors Employee Central Payroll Cloud Service. 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 SAP SuccessFactors Employee Central Payroll are conferred to Customer even if technically accessible or described in the documentation.
- 2.7.2. Subscriptions to the SAP SuccessFactors Employee Central Payroll Cloud Service include the use of the SAP Secure Login Client. The SAP Secure Login Client may only be used for the purpose of accessing SAP GUI-based administrative user interfaces of the SAP SuccessFactors Employee Central Payroll Cloud Service.
- 2.7.3. Customer is also granted access to the generally available implementation handbook, currently published on the SAP Help Portal ([https://help.sap.com/docs/SAP\\_SUCCESSFACTORS\\_HCM\\_SUITE](https://help.sap.com/docs/SAP_SUCCESSFACTORS_HCM_SUITE)).

**2.8. SAP SuccessFactors Employee Central Service Center.**

- 2.8.1. SAP Service Cloud 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 (1) test tenant; and one (1) SAP Cloud Platform Virtual Machine.
  - 2.8.3. Integration of Employee Central with Cloud for Service and SAP Cloud Portal is included.
- 2.9. **SAP SuccessFactors Employee Central, core HR option, functional use.** SAP SuccessFactors Employee Central, core HR option, functional use is available only for the following categories of individuals: This Cloud Service is only available for (i) non-employees (includes contingent/contractors); (ii) Former employees whose records continue to be maintained; (iii) individual with a limited or temporary employee relationship during the course of a year or 12-month period, (iv) Employees with read-only access to Employee Central but whose records are maintained within SAP ERP HCM or another core HR system, and (v) employees whose records are actively managed by Customer, but who do not have access to the SuccessFactors Cloud Service.

**2.10. SAP SuccessFactors Learning, Content Storage.**

- 2.10.1. Content storage included with the SAP SuccessFactors Learning or Validated Learning Cloud Service includes content bandwidth and 25 GB of eLearning content storage.
  - 2.10.2. Content storage for the SAP SuccessFactors 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.
  - 2.10.3. SAP will provide one SFTP Content account per Customer.
- 2.11. **SAP SuccessFactors Learning, Functional Use.** SAP SuccessFactors Learning or Validated Learning, functional use, is available only for the following categories of individuals: This Cloud service is only available for non-employees and individuals with a limited or temporary employment relationship during the course of a year or 12-month period. In addition, individuals whose records are actively managed by the customer, but who do not have access to the Cloud service will also be counted.
- 2.12. Users with functional use rights must be identified in the SAP SuccessFactors Learning Cloud Service by Customer separately from other Users.

**2.13. SAP SuccessFactors Work Zone.**

- 2.13.1. The SAP SuccessFactors Work Zone Cloud Service has a base storage limit of 1000 GB per instance. If Customer subscribes to SAP Work Zone, data storage add-on, such storage limit shall increase, in units of 500 GB, as set forth in the applicable Order Form.
- 2.13.2. Comment fields or free text entry fields in the SAP SuccessFactors Work Zone Cloud Service are not designed to collect or store personal data, therefore no sensitive or personal data should be entered in them. The Data Processing Agreement for Cloud Services referenced in the Order Form does not apply to personal data contained in such fields.
- 2.13.3. SAP SuccessFactors Work Zone includes (i) SAP Build Process Automation, standard users in an equivalent quantity to Customer's SAP SuccessFactors Work Zone user licenses, (ii) two (2) SAP Build Process Automation, advanced user licenses, (iii) two (2) SAP Business Application Studio user licenses, and (iv) one (1) SAP Custom Domain.
- 2.13.4. SAP SuccessFactors Work Zone includes a native mobile application that is included with the Cloud Service subscription.

**2.14. SAP 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 two (2) tenants and an aggregate of 100,000 Messages per month.
- 2.14.3. Usage includes SAP Integration Suite, Basic edition capabilities exclusively.
- 2.14.4. Customer shall ensure that it has all necessary license rights for any SAP and/or third-party solutions integrated using the Cloud Service.
- 2.14.5. If Customer has a subscription to Employee Central, SAP Cloud Platform Integration option, use of such product shall be subject to the supplemental terms referenced in the Order Form governing such subscription.

**2.15. SAP SuccessFactors HCM Suite, advanced encryption add-on.**

- 2.15.1.1. For this Cloud Service, all existing productive and non-productive instances that Customer elects to connect to the Cloud Service are counted as Tenants. The metric entitlement is not time-bound and does not deplete with usage, unless otherwise specified. This Cloud Service can only be connected to SAP SuccessFactors HCM Core platform Tenants, and does not entitle Customer to any additional Tenants.
- 2.15.2. This Cloud Service supports data refreshes from (i) encrypted Tenant to encrypted Tenant, and (ii) non-encrypted Tenant to encrypted Tenant only. Data refreshes from an encrypted Tenant to a non-encrypted Tenant are not supported.
- 2.15.3. If the master key is revoked or disabled by Customer, the application database will shut down and services dependent on the application database will become inaccessible, and no one, including SAP, will be able to access encrypted data or perform any operation that requires access to the application database. Customer must provide the correct master key to SAP to restore services and application database access, or to restore from backup.

**2.16. Embedded Launch Activities.** Embedded Launch Activities are included for a first-time subscription of applicable SAP SuccessFactors Cloud Services. Further specifications to the Embedded Launch Activities are available in the [SAP SuccessFactors Embedded Launch Activities Specifications](#) documentation.

- 2.16.1. Customer is entitled to a Demo Environment (consisting of one each of a BizX, LMS, J2W and RPOS instance) pre-configured with available SAP Best Practices and some sample data in English.
- 2.16.2. The Demo environment may be requested at any point after the start of the contract period. Once requested, it will be available for a duration of 9 months. The availability of the Demo environment can be extended (for 3 months) on Customer request.
- 2.16.3. The pre-configuration and sample data of the Customer assigned Demo environment will not be updated / refreshed. Customer may not change any configuration in the Demo environment.

The Demo environment will be created in a Non-Production Environment. Therefore, Disaster Recovery for this environment is not available.

- 2.17. **Test Tenants in Production Environments.** The Data Processing Agreement for Cloud Services referenced in the Order Form shall apply to all tenants of SAP SuccessFactors HCM Suite in Production environments, provided that (i) Customer implements and maintains all Production environment security controls, and (ii) if Customer uses a test tenant in a Production environment for the processing of personal data, Customer is responsible for justifying such additional processing of personal data under all applicable data protection laws.