

Ruum by SAP

Terms & Conditions

By clicking "Accept" or "Agree," you agree to all of the terms and conditions stated in this Agreement. If you do not agree to these terms, do not click "Accept" or "Agree." By clicking "Accept" or "Agree" you hereby represent and warrant that you have been given the power of attorney by your employer ("Customer") to carry out this transaction and conclude the respective contracts with SAP on behalf of your employer. If you do not have the appropriate power of attorney, we kindly ask you to not continue with this transaction.

This agreement (defined below) is a legally binding agreement for SAP Cloud Services between Customer and the SAP affiliate or subsidiary company in the country in which Customer is located and from whom Customer is subscribing to SAP Cloud Services displayed in the Purchase Review and Order Confirmation (both defined below) ("SAP").

This Agreement (or "Order Document") 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 Document	
Schedule A of this Order Document: Cloud Service Supplemental Terms and Conditions ("Supplement");	Attached
Schedule B of this Order Document: SAP Customer Assistance Policy for SAP Cloud Services	Attached
Schedule C of this Order Document: Service Level Agreement for SAP Cloud Services ("SLA") Version 1-2018a	https://assets.cdn.sap.com/agreements/product-use-and-support-terms/cls/en/service-level-agreement-for-sap-cloud-services-english-v1-2018a.pdf
Schedule D-1 of this Order Document: AWS Addendum to the Data Processing Agreement for SAP Cloud Services ("AWS Addendum") and Schedule D of this Order Document: Data Processing Agreement for SAP Cloud Services (version: Data Processing Agreement for SAP Cloud Services enGLOBAL.v.2-2017)	Schedule D-1: attached Schedule D: https://assets.cdn.sap.com/agreements/product-use-and-support-terms/cls/en/data-processing-agreement-for-sap-cloud-services-english-v2-2017.pdf
Schedule E of this Order Document: General Terms and Conditions of SAP Deutschland SE & Co. KG for SAP Cloud Services ("Cloud GTC") Version 2-2017	https://assets.cdn.sap.com/agreements/general-terms-and-conditions/cls/general-terms-and-conditions-for-sap-cloud-services-direct-germany-english-v2-2017.pdf > Region/Country: USA

All documents referred to herein are also available from SAP on request before and on execution of this Agreement. SAP recommends that Customer downloads and prints out a copy of the documents available for Germany that are provided under the links.

The Agreement shall be effective as of the recorded time Customer has accepted the Purchase Review and Order Confirmation.

1. Cloud Service – Free Version. The Cloud Service is available under this Agreement as a free service. The features for the free version are specified in the Documentation. For the free version, Customer may create up to three Ruums in the Cloud Service.

2. Term and Notification. The initial term and each renewal term of the Agreement is 3 months. SAP shall notify Customer at least thirty-seven days prior to the end of the initial term and each renewal term of the free subscription of the renewal date of the Agreement, and Customer may elect to terminate the Agreement and cancel the subscription effective upon the end of the initial term or any renewal term by notifying SAP using the Contact SAP link on the Cloud Service at least thirty days prior to the end of the then-current term. SAP may elect not to renew the free subscription effective as of the end of the initial term or any renewal term by providing Customer fourteen days' notice.

3. Support and SLA. The customer support that the parties agree for the Cloud Service is SAP Customer Assistance. The current description of SAP Customer Assistance is incorporated in Schedule B. Except as otherwise provided in the product-specific Supplement for the applicable Cloud Service, system availability and excluded downtimes including applicable maintenance windows for the respective Cloud Service are incorporated in Schedule C. The legal consequences of breach are governed by the Cloud GTC in Schedule E

4. Data Privacy and Data Security

SAP and Customer agree on the provisions of the "Data Processing Agreement for SAP Cloud Services" in Schedule D for the Cloud Service, subject to the provisions in the AWS Addendum to Data Processing Agreement for SAP Cloud Services in effect as of the effective date ("AWS Addendum") which has been attached to this Order Document as Schedule D-1. In any case of deviation between the AWS Addendum and the Data Processing Agreement for SAP Cloud Services, the provisions of the AWS Addendum shall prevail. Schedule D and Schedule D-1 are part of the Agreement by way of reference and form a written agreement for commissioned data processing. In the case of electronic contract conclusion, SAP recommends that after entering into this Agreement, Customer documents in writing for Customer's records the commissioned data processing agreement referring to this present Agreement, as follows: Customer may, citing the contract number for this present Order Document, request, and SAP will thereupon provide, a hard copy, signed by SAP, of the content of this present Agreement, which Customer will countersign and return to SAP.

The Cloud Service includes the platform on which Authorized Users can access the Cloud Service ("Authorized Users"). SAP may collect and process data or content collected from or submitted by individual Authorized Users accessing the platform directly as well as transaction log data collected by the Cloud Service ("Authorized User Data"). Authorized User Data that is personal data will be handled in accordance the terms of the Privacy Statement located within the Cloud Service and available at <https://ruumapp.com/pages/privacy.html>, which Authorized Users must accept. The Data Processing Agreement for SAP Cloud Services shall not apply to SAP's collection and use of Authorized User Data. If Customer receives access requests or other requests related to rights in personal data related to such Authorized User Data, Customer shall forward such requests to SAP without undue delay.

SCHEDULE A TO RUUM BY SAP TERMS & CONDITIONS

Ruum by SAP Supplemental Terms and Conditions

These supplemental terms and conditions ("the Supplement") are part of an agreement for certain SAP Cloud services ("Agreement") between SAP and Customer and apply solely to Ruum by SAP (the "Cloud Service").

1. CLOUD SERVICE

The Cloud Service includes a lightweight project management interface that can be plugged on top of a Customer business process.

2. USAGE METRIC

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

3. ADDITIONAL TERMS

3.1 EU Access. The EU Access option is not available for the Cloud Service.

3.2 Maintenance Windows. The Cloud Service utilizes the following maintenance windows (subject to the terms of the Service Level Agreement for SAP Cloud Services referenced in the Order Document):

	Maintenance Windows
Regular Maintenance Windows	<ul style="list-style-type: none">• APJ: SAT 3 pm UTC• Europe: SAT 10 pm UTC• Americas: SUN 4 am UTC
Major Upgrades	<ul style="list-style-type: none">• 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

SCHEDULE B TO RUUM BY SAP TERMS & CONDITIONS

SAP CUSTOMER ASSISTANCE POLICY FOR SAP CLOUD SERVICES

1. SERVICE SCOPE

SAP Customer Assistance is available for SAP Cloud Services (where referenced in the order process and respective Agreement), and included in the subscription fees for such SAP Cloud Services. The following table describes the assistance services included in SAP Customer Assistance. Further clarification of terms in the following table is provided in the Capitalized Terms table below.

Description	Assistance services embedded in the SAP Cloud Service subscription fees
Solution documentation, including e.g., technical specifications, or Release Update Information	x
Product Roadmap Update Information	x
Support via Web and Platform for Social Business Collaboration, including e.g., blog posts	x
Service Monitoring	x
Service Reporting	x

Cloud Service related product enablement content and session schedules are made available as self service directly through the Cloud Service. Scheduling, availability and delivery methodology is at SAP's discretion.

In the event SAP provides third party-based cloud services to customer under the Agreement, SAP shall provide SAP Customer Assistance on such third party-based cloud services to the degree the applicable third party makes such support available to SAP.

If the vendor of such third party-based cloud services does not provide the supporting services required by SAP any more, SAP has the right to give reasonable notice of at least one month of extraordinary and partial termination of the affected Cloud Service.

2. LANGUAGES

Any assistance service by SAP or by a third party is in English only.

3. CUSTOMER'S RESPONSIBILITIES

In order to receive SAP Customer Assistance hereunder, customers shall designate at least one qualified English speaking contact person on the platform of the Ruum by SAP Customer account page. In addition, customers shall use the agreed Cloud Service related product enablement content and reasonably cooperate with SAP to resolve technical questions or experienced errors related to the Cloud Services, as applicable.

4. CAPITALIZED TERMS

Below are further explanations of the capitalized terms used above:

Product Roadmap Update Information	Product roadmaps SAP makes generally available to customers as part of SAP Customer Assistance. 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. This information and possible future developments are subject to change and may be changed by SAP at any time for any reason without notice.
Release Update Information	Generally available documented summaries, webinars and videos provided by SAP to inform and instruct customers on new product release changes. This information and possible future developments are subject to change and may be changed by SAP at any time for any reason without notice.
SAP Community	SAP Community website ("SC"), found at http://go.sap.com/community.html , provides a forum where customers and other SAP software experts, developers, users, and other interested parties may share information, post comments, provide reviews, vote on prospective features and engage in conversation threads around SAP's products and services.
Support via Web and Platform for Social Business Collaboration	Access to the respective product enablement content in several formats, for example, for problem solving and for the usage of the referenced Cloud Services. In addition, access to social business collaboration platform, such as the SAP Community website.
Service Monitoring	Monitoring of the availability of the referenced Cloud Services, as applicable based on solution monitoring capabilities.
Service Reporting	Reporting about the availability and usage of the referenced Cloud Services, as applicable based on solution monitoring capabilities.

SCHEDULE D-1 TO RUUM BY SAP TERMS & CONDITIONS

AWS ADDENDUM TO THE DATA PROCESSING AGREEMENT FOR SAP CLOUD SERVICES

1. PREAMBLE

This Addendum (the „**Addendum**“) to the Data Processing Agreement for SAP Cloud Services (the „**Schedule**“) applies whenever Amazon Web Services Inc. („**AWS**“) is used by SAP as a Subprocessor. It sets out the deviations from the Schedule which only apply to SAP's use of AWS as a Subprocessor.

Capitalized terms used but not defined herein shall have the same meaning as defined in the Schedule.

2. INSTRUCTIONS

In deviation of Section 3.1 of the Schedule, any instruction issued by Customer to AWS going beyond initial instructions regarding the provision of the relevant Cloud Service (as set out in Section 2 of the Schedule) shall be (i) in writing and (ii) send to SAP who will either implement the instruction through the service controls provided by AWS or forward the instruction to AWS.

3. DELETION OF PERSONAL DATA

In deviation to Section 3.1 of the Schedule, AWS provides SAP with controls to enable SAP to retrieve, correct, delete, or block Customer Personal Data. If AWS is used as an indirect Subprocessor of SAP, SAP will instruct its direct data processor using AWS as Subprocessor to take the required steps.

4. USE OF SUBPROCESSORS

In deviation to Section 4 of the Schedule, any Subprocessor used by AWS shall comply with the terms of this Addendum.

5. DISCLOSURE OF CUSTOMER CONTACT DETAILS TO AWS

SAP SE has entered into the Standard Contractual Clauses with AWS. Customer and its affiliates and/or other entities using the Cloud Service (as authorized by Customer) may accede (become a party) to the Standard Contractual Clauses between SAP SE and AWS. Before Customer, its affiliates and/or other entities using the Cloud Service may accede, SAP will inform AWS of the identity of the Customer, its affiliates and/or other entities using the Cloud Service. Customer (also on behalf of its affiliates and/or other entities using the Cloud Service) therefore agrees notwithstanding any other confidentiality obligations under the Agreement that SAP may disclose Customer's, its affiliates' and/or other entities' using the Cloud Service full legal entity and contact details to AWS before Customer, its affiliates and/or other entities using the Cloud Service may use the Cloud Service. Customer shall provide SAP with the full legal entity and contact details of its affiliates and/or other entities using the Cloud Service in due course after signing the Agreement.

6. CUSTOMER AUDITS

AWS engages external auditors to verify the adequacy of its security measures, including the security of the physical data centers from which AWS provides its services. This audit will result in the generation of an audit report („**Report**“).

SAP will make the Report available to Customer or Customer's supervisory data protection authority upon Customer's request. Customer agrees, that (i) each Report is considered confidential information and therefore subject to the confidentiality provisions of the Agreement

and (ii) notwithstanding any contrary terms in the Agreement, Customer hereby expressly acknowledges and agrees that AWS shall be deemed a third party beneficiary of, and shall be entitled to directly enforce against Customer, such confidentiality provisions of the Agreement in the event of a breach by the Customer. For the avoidance of doubt, such rights shall be limited to the confidentiality of Reports only. In case Customer has to disclose a confidential Report to a supervisory data protection authority Customer will inform the authority in writing that the Report is AWS' confidential information.

7. NO EU ACCESS ONLY/DATA CENTER LOCATION

In deviation to Section 7 of the Schedule, the EU Access Only option is not available for the Cloud Services as AWS deploys a global support model which cannot be limited to the EU/EEA only. However, unless otherwise agreed, any Customer data will be stored within AWS' EU data centers regions (currently located in Ireland and Germany), if AWS is used as a direct data processor of SAP.

8. TECHNICAL AND ORGANISATIONAL MEASURES

Appendix 2 to the Schedule and the standard contractual clauses shall be changed as follows:

- a. In deviation to the sixth bullet point of Section 1.2, AWS applies anti-virus software at all access points to their systems.
- b. In deviation to the eight bullet point of Section 1.2 AWS (i) personnel connect to the AWS network using SSH public-key authentication through a bastion host that restricts access to network devices and other cloud components and (ii) is using complex passwords.
- c. In deviation to the fifth bullet point of Section 1.3 the following applies to storage device decommissioning by AWS: when a storage device has reached the end of its useful life, AWS procedures include a decommissioning process that is designed to prevent customer data from being exposed to unauthorized individuals. All decommissioned magnetic storage devices are degaussed and physically destroyed in accordance with industry-standard practices.
- d. In deviation to Section 1.4) AWS' services do generally not envisage the physical transport of data carriers.

9. MISCELLANEOUS

Save as set out herein, all other terms and conditions set out in the Schedule remain in full force and effect. If there is any conflict between any of the provisions of this Addendum and the Schedule, the provisions of this Addendum shall prevail.