SAP AI TERMS

These SAP AI Terms ("**AI Terms**") are part of the Agreement and apply to artificial intelligence technologies in the Cloud Service as identified in Documentation, release notes, or within the Cloud Service ("**AI Technology**").

1. AGREEMENT APPLICABILITY

The Agreement applies to AI Technology, including without limitation, terms relating to warranties, security, confidentiality, legal compliance, and service level obligations.

2. ACCEPTABLE USE

2.1. Use Limitations. Customer will use AI Technology in accordance with the Agreement, Documentation, and the SAP AI Code of Conduct ("**AI CoC**") accessible at https://www.sap.com/ai-code-of-conduct.

2.2. Protective Measures. Customer will not circumvent or bypass protective measures made available by SAP or a third-party, including, but not limited to, those intended to help prevent copyright infringement, data breaches, or security incidents.

2.3. Development. Customer will not use AI Technology or Output to develop, train, or improve other artificial intelligence models. For greater certainty, Customer may use Output with other artificial intelligence models and services as input, grounding (e.g., retrieval augmented generation), and prompt engineering for Customer's internal business purposes.

3. OUTPUT

3.1. "**Output**" means any content generated by AI Technology for Customer.

3.2. Reliance. AI Technology consists of emerging technologies that may result in incorrect, biased, unfair, or inaccurate Output. Customer is solely responsible for: (a) usage of any Output; and (b) Customer's decisions, actions, reliance, and omissions based on the Output.

3.3. Ownership. The parties agree: (a) Output may not qualify for intellectual property protection; and (b) similar or the same Output may be produced by AI Technology for different customers. As between the parties, Customer owns Output provided SAP, SAP SE, their Affiliates, or their licensors retain all Intellectual Property Rights in the Cloud Service, SAP Materials, Documentation, and derivative works thereof contained within Output. Customer has the right to use the Cloud Service, SAP Materials, and Documentation contained in Output in accordance with the Agreement.

3.4. Indemnification. SAP's indemnification obligations, to the extent provided in the Agreement, shall apply to the AI Technology but not to Output.

4. MISCELLANEOUS

4.1. Suspension. SAP may limit or suspend access to AI Technology for violations of the AI Terms. SAP will notify Customer of the suspension or limitation without undue delay. SAP will limit a suspension or limitation in time and scope as reasonably possible under the circumstances.

4.2. AI Technology Lifecycle. All AI Technology is classified as either "Group 1" or "Group 2." AI Technology not expressly designated as Group 1 in the Documentation is classified as Group 2. SAP may remove AI Technology upon at least six (6) months prior notice to Customer, provided Customer may continue to use any removed AI Technology classified as "Group 1" in Documentation for the remainder of the Subscription Term excluding any subsequent renewal terms. This continued use right does not apply to AI Technology classified as Group 2. SAP may provide notice through an administrative dashboard designated by SAP (e.g. SAP for Me) or as otherwise authorized by the Agreement.

4.3. AI Models. SAP does not commit to the use of specific artificial intelligence models in AI Technology even if Customer may be able to choose between different artificial intelligence models when using AI Technology. SAP reserves the right to add, remove, or exchange artificial intelligence models, in its sole discretion, at any time. When SAP introduces new AI Technology, SAP may provide additional terms or make updates to the terms that apply to Customer's use of such AI Technology.

4.4. Agentic AI. SAP may make available AI Technology to autonomously or semi-autonomously perform actions, interact with SAP and external systems and data, and execute business processes such as AI agents ("**Agentic AI**"). Customer is responsible for: (a) the actions and outcomes of those actions performed by Agentic AI; (b) evaluating, enabling, and authorizing Agentic AI's access and connection to

data, application, and systems; and (c) maintaining human oversight and approval over Agentic AI use and actions.

4.5. Training. SAP will not provide Customer Data to third-party model providers to train their artificial intelligence models and SAP will provide Customer the ability to opt-out of the use of Customer Data by SAP to train artificial intelligence models, except where the model is deployed solely for Customer's use within Customer's Cloud Service tenant. By opting out, Customer agrees that such models will not adapt to the Customer Data. SAP will not be responsible for any reduced optimizations or relevance that arise from the Customer's decision to opt-out.