SAP S/4HANA CLOUD SAFEKEEPER – CLOUD SERVICE SPECIFICATIONS

1. PURPOSE AND OBJECTIVES

SAP S/4HANA Cloud Safekeeper ("**Safekeeper**") is a service where SAP assists eligible RISE with SAP S/4HANA Cloud, private edition; SAP Cloud ERP Private; RISE with SAP S/4HANA Cloud, private edition, tailored option; and SAP Cloud ERP Private, tailored option customers with upgrading its production system(s) that will enter into Customer Specific Maintenance ("**CSM**") to a product version in Mainstream Maintenance. CSM and Mainstream Maintenance are each defined in SAP's Release Strategy (https://support.sap.com/releasestrategy) ("**SAP Release Strategy**"). "**Private Cloud Services**" refers to RISE with SAP S/4HANA Cloud, private edition; RISE with SAP S/4HANA Cloud, private edition, tailored option; SAP Cloud ERP Private; and SAP Cloud ERP Private, tailored option either individually or collectively, as the context may require.

2. GENERAL SCOPE

2.1. For Private Cloud Services, Safekeeper applies to specific SAP S/4HANA releases entering into CSM. The SAP S/4HANA releases and any optional add-on releases that fall within the scope of Safekeeper are set forth in SAP Note 3424346 ("**Safekeeper Eligible Software**").

2.2. For the avoidance of doubt, Safekeeper does not extend the use rights restriction for compatibility packs as set forth in SAP Note 2269324.

3. SERVICE DESCRIPTION

3.1. Definitions

"**Production System**," as specifically used in in this SAP S/4HANA Cloud Safekeeper Cloud Service Specifications, includes the productive system and any corresponding development system and quality system on which the Safekeeper Eligible Software is installed. If a development system pertains to multiple productive systems, all such productive systems must be subject to Safekeeper collectively.

"**Safekeeper Production System**" means a Production System and its specific SAP S/4HANA release for which Safekeeper is provided. Customer shall specify the Safekeeper Production Systems in an ordering document signed by both parties.

3.2. SAP's ability to provide Safekeeper is subject to Customer's reasonable cooperation and providing necessary information, authorizations and qualified resources for such activities, and Customer's prompt performance of its responsibilities set forth in the Agreement and the Documentation.

3.3. Safekeeper includes the following scope elements for each Safekeeper Production System:

3.3.1. Upgrade services

Customer is entitled to one Package of one of the following services packages ("**Services Packages**") for each Safekeeper Production System:

- For upgrade projects: Enhanced Operations Service for managed upgrades and updates, or
- For other projects: SAP Cloud Application Services for regression testing

The services and scope for the Services Packages are described in the SAP Cloud Application Services Supplement (available at http://sap.com/agreements-cloud-services-product-supplement) and/or the applicable Service Description Guide or Service Description Documentation (available at https://www.sap.com/about/trust-center/agreements/services/scope-documents.html?sort=latest_desc).

3.3.2. Sandbox system

SAP will provide a temporary sandbox system for each Safekeeper Production System with the same system size as that which is used by the Safekeeper Production System, but not to exceed 6 Terabytes.

3.3.3. Maintenance-related services

3.3.3.1. The scope of maintenance-related services for Safekeeper aligns generally with the scope of extended maintenance, including handling of security issues. Extended maintenance is further described in SAP's Release Strategy.

3.3.3.2. Technical and/or other limitations or restrictions within Safekeeper may impede or restrict SAP's ability to provide maintenance-related services, which includes but is not limited to:

- Dependencies on third party products that may no longer be under maintenance, and

- Issues arising from software components for which Customer does not have access to the source code.

Upon identifying any such limitations or restrictions within Safekeeper, SAP will notify Customer by updating SAP Note 3424346. Subsequently, SAP will collaborate with Customer, using commercially reasonable efforts, to address the issues.

3.3.3.3. SAP Note 3424346 sets forth the Safekeeper Eligible Software. SAP S/4HANA add-ons provided by SAP partners or other SAP S/4HANA third-party solutions will adhere to the maintenance strategy of the SAP partner or third-party vendor; and as such, may be excluded from Safekeeper.

3.3.3.4. During the subscription term for Safekeeper, Safekeeper Eligible Software are deemed to be "current" for the purpose of the Agreement and as further described in the ordering document.

3.3.3.5. If SAP is not able to perform the maintenance-related services under Safekeeper due to the lack of Customer's cooperation, (i) SAP's ability to provide support may be limited and SAP assumes no responsibilities for such limitations, and (ii) the System Availability Service Levels in the Service Level Agreement for Private Cloud Edition Services and Tailored Option Services shall not apply.

3.3.3.6. Customer may not use maintenance-related services provided under Safekeeper for any other system that is not a Safekeeper Production System.

3.3.3.7. SAP's delivery of maintenance-related services will not extend beyond the maximum term described in Section 4.

3.4. The following services are excluded from Safekeeper:

3.4.1. SAP will not provide any Customer functional, or business process analysis or validation.

3.4.2. SAP will not provide any functional testing.

3.4.3. SAP will technically re-enable Fiori Launchpad but any activation and testing of Customer-developed Fiori Apps are excluded.

3.4.4. SAP will not apply any changes or updates to Customer ABAP Add-ons or Modifications. Customer is responsible for the technical and functional testing of Customer ABAP Add-ons and Modifications as further described in the Supplement.

4. TERM

4.1. SAP will provide Safekeeper for a maximum term of 27 months[1]. The 27 months is calculated from the CSM start date for the applicable SAP S/4HANA release.

4.2. Initial Term

For each Safekeeper Production System and its specific SAP S/4HANA release, the initial term is set forth in the ordering document. In no event shall the initial term be less than 12 months.

4.3. Renewal Term

Notwithstanding anything contrary in the order form, at least 3 months prior to the end of the current subscription term for Safekeeper, Customer may request to renew Safekeeper. Such renewal may not extend beyond the end of the current Private Cloud Services subscription term. For clarity, the aggregate of the initial term and all renewals must not extend Safekeeper beyond the maximum term of 27 months.

5. QUOTATION, CONTRACT EXECUTION, AND FEES

5.1. Fees for Safekeeper are charged separately for each Safekeeper Production System that enters into CSM, and is based on the Safekeeper Production System's size, the elected Services Packages, the installed SAP S/4HANA release, and any memory extensions, if applicable. All fees are due in accordance with the payment terms in the ordering document.

5.2. Upon Customer's request, SAP will provide an ordering document for Customer's subscription to Safekeeper at the earliest 18 months, and at the latest 6 months, before the CSM start date for the applicable SAP S/4HANA release. The ordering document will contain the then-current fees for Safekeeper, the relevant terms, and the list of Safekeeper Production Systems. If Customer decides to make a change to the Safekeeper Production System(s), then a new ordering document will be generated with updated fees and relevant terms. If Customer executes the Safekeeper ordering document less than 3 months prior to the CSM

[1] Notwithstanding Section 4.1, SAP will provide Safekeeper for a maximum term of 48 months for SAP S/4HANA releases 1503 and 1605. All other terms and conditions that apply to the initial and renewal terms remain unchanged.

start date for the applicable SAP S/4HANA release, Customer agrees that SAP may not be able to deliver Safekeeper by the CSM start date.

5.3. If there are less than 12 months remaining in the underlying Private Cloud Services subscription term, Customer may not subscribe to Safekeeper unless Customer first executes an early renewal of the Private Cloud Services by signing an order form.

5.4. If Customer does not subscribe to Safekeeper, fails to execute the Safekeeper ordering document, or SAP is unable to deliver Safekeeper due to Customer's failure to fulfill its obligations under the Agreement or the Documentation, then CSM, including the consequences described in this CSS and in SAP Note 52505, will apply to all systems, the SAP S/4HANA releases, and optional add-ons in Customer's Private Cloud Services landscape.