

SAP Ariba Cloud Services Supplemental Terms and Conditions
Attachment 3 - Ariba Strategic Payables Terms

This Attachment 3 contains the product-specific terms and conditions for Ariba Strategic Payables and is incorporated into, and made part of, the Supplemental Terms and Conditions for Ariba Cloud Services. Any modifications to the Agreement made herein, apply solely to Ariba Strategic Payables and not to any other SAP Cloud Service. In the event of a conflict between the terms of this Attachment 3 and any other part of the Supplemental Terms and Conditions for Ariba Cloud Services, this Attachment 3 shall prevail for purposes of Ariba Strategic Payables.

1. COMPONENTS. Ariba Strategic Payables is an SAP Cloud Service comprised of the following service elements, including certain other features, provided by SAP to Customer on a subscription basis as a single package and described in the most current version of the Documentation (each a "Component"):

- a) AribaPay (for use in the United States Territory) (referred to as "**AribaPay**");
- b) AribaPay (for use in Canada) (included in references to "**AribaPay**"); and
- c) Ariba Discount Professional

SAP may, through its regular updates, make additional services elements or features available to Customer as part of Ariba Strategic Payables, which Customer, may use subject to Customer's agreement to the then-current applicable product-specific terms and conditions for Ariba Strategic Payables and/or execution of terms and conditions with a third party service provider or payment processors (if applicable). SAP may remove a Component from Ariba Strategic Payables if SAP is not going to continue making such element commercially available (e.g. relationship with the third party service provider is discontinued and no alternate provider is reasonably available) and in such case SAP shall inform Customer at least six (6) months in advance of such change. If Customer establishes that removal of such Component materially reduces the Cloud Service as applicable to Customer, Customer may terminate its subscription to Ariba Strategic Payables by providing written notice to SAP within thirty days after receipt of SAP's informational notice, and, in case of such termination, Customer will be entitled to a pro-rata refund in the amount of the unused portion of prepaid fees for the terminated subscription calculated as of the effective date of termination, and a release from the obligation to pay fees due for periods after the effective date of termination.

2. ADDITIONAL DEFINITIONS

2.1 "AribaPay Supplier" means a supplier who

- (a) has a trading relationship on the Ariba Network with Customer; and
- (b) has enabled receipt of payments via AribaPay, whether or not such supplier has actually received a payment via AribaPay.

2.2 "Ariba-Side Services" means the portion of AribaPay consisting of functionality provided by SAP to:

- (a) forward payment information from Customer to the Payment Processor for processing a payment to an AribaPay Supplier; and
- (b) return status information to the Customer regarding such payments.

2.3 "Discount Professional Features" means the portion of Ariba Discount Professional consisting of electronic functionality accessible via the Internet and any related incidental software components.

2.4 "Discount Pro Services" means the portion of Ariba Discount Professional consisting of a set of pre-defined services provided by SAP to Customer on a subscription basis and designed to support Customer's early pay discount program initiative involving the use of Discount Professional Features.

- 2.5 “Participation Agreement”** means, collectively, an agreement between Customer and the Payment Processor for participation in the Payment Processor’s Payments Network, and any other terms between Customer and the Payment Processor related to the Payment Processing Services. SAP is not party to the Participation Agreement nor is any SAP Affiliate.
- 2.6 “Payment Processing Services”** means the portion of AribaPay consisting of payment processing services to settle payments between Customer and AribaPay Suppliers, including every function of AribaPay related to the processing or transmission of payments or funds, the provision of any payment intermediary-related services, the debiting or crediting of bank accounts, holding funds, processing payments, holding account numbers, and/or otherwise acting as a payment processor, all of which are provided solely by the Payment Processor(s), its affiliates, and/or service providers pursuant to the Participation Agreement, and none of which are provided by SAP.
- 2.7 “Payment Processor”** is DFS Services, LLC (“Discover”) for Payment Processing Services in the United States Territory and Discover Financial Services (Canada) Inc. for Payment Processing Services in Canada.
- 2.8 “Spend”** (abbreviation: **“SPD”**) has different meanings depending upon the specific SAP Cloud Service to which it is applied. For Ariba Strategic Payables , “Spend” means the total monetary amount of transactions processed by Customer through the Cloud Service in the applicable Subscription Period calculated by adding the total monetary amount of: (i) payment transactions executed during such Subscription Period between Customer and Customer’s AribaPay Supplier(s) processed by Customer through AribaPay; plus (ii) the total spend targeted for payment terms analysis and discounting during such Subscription Period through the Ariba Discount Professional service that was not processed for payments during that Subscription Period.
- 2.9 “United States Territory”** means the United States and Puerto Rico.

3. AribaPay

3.1 Governing Contract Terms. AribaPay is provided, collectively, by Ariba, Inc. (pursuant to the Order Form with SAP or an authorized reseller) and by the Payment Processor (pursuant to the Participation Agreement).

- (a) In using AribaPay, Customer has a separate commercial relationship with SAP and the Payment Processors, pursuant to the Order Form and the Payment Processing Agreement(s), respectively.
- (b) Access to and use of AribaPay, including receipt of the Ariba-Side Services, is conditioned upon Customer’s acceptance of the Participation Agreement with a Payment Processor. For clarity, SAP is not responsible for the operation of the systems underlying the Payment Processing Services and any use of such systems by Customer is governed under the Participation Agreement that Customer executes with a Payment Processor. Notwithstanding the foregoing, the warranty for the Cloud Service set forth in the GTC shall apply to Ariba Strategic Payables in its entirety, including the Payment Processing Services associated with AribaPay, subject to the terms, conditions and sole remedies set forth therein.

3.2 Payment Processing Services. SAP does not provide any portion of the Payment Processing Services. SAP points out that:

- (a) SAP is not responsible for the acts or omissions of a Payment Processor, its affiliates, or service providers, or any claims related to the Payment Processing Services except for the limited warranty referred to above;
- (b) Any claim regarding a Payment Processor’s acts or omissions and/or the Payment Processing Services may only be brought against such Payment Processor pursuant to the Participation Agreement, subject to any limitations contained therein; and
- (c) SAP shall not be liable for any damages resulting from incorrect payment instructions, data errors, or transaction data provided by Customer in a request to initiate a payment transaction through AribaPay.

- 3.3 Underlying Transactions.** Neither Payment Processor nor SAP is obligated to resolve disputes between Customer and other customers of Ariba Strategic Payables, including AribaPay Suppliers, with respect to the transactions for which payments are initiated using AribaPay. Determining the rights, responsibilities and remedies regarding the transactions for which payments are initiated via the Cloud Service (including, for example, issues of offer, acceptance, passing of title, and examination of goods) or any other matters related to the sale or lease of goods or services is solely the responsibility of Customer and its AribaPay Suppliers.
- 3.4 Initiating AribaPay Transactions.** It is solely Customer's responsibility to
- (a) initiate payment transactions through AribaPay
 - (b) implement appropriate security precautions regarding which Customer's Authorized Users have authority to initiate payment transactions
 - (c) validate the AribaPay Suppliers to receive payment as required; and
 - (d) determine if the Cloud Service will meet Customer's own particular internal, legal and regulatory requirements related to the submission and processing of payments in satisfaction of outstanding invoices.
- 3.5 Territorial Restrictions for AribaPay.** AribaPay is only currently available in the United States Territory and Canada ("Approved Territories") and may be used with regard to transactions with a selling organization that has subscribed to the AribaPay Service for Sellers in the applicable Approved Territory. Customer represents and warrants that Customer, and any Customer Affiliate allowed by Customer to use AribaPay on behalf of Customer in an Approved Territory: (i) is incorporated or organized in the Approved Territory and actively engaged in the sale or purchase of goods and/or services; (ii) will, for transactions in the United States Territory, only designate a U.S. Dollar (\$) denominated settlement account maintained at a bank, credit union, or similar financial institution located in the United States Territory as the named settlement account under the Participation Agreement, for the purpose of AribaPay; and (iii) will, for transactions in Canada, only designate a Canadian Dollar (\$) denominated settlement account maintained at a bank, credit union, or similar financial institution located in Canada as the named settlement account under the Participation Agreement, for the purpose of AribaPay
- 3.6 Cross Border Transactions.** The Cloud Service does not include payment from an Approved Territory to an AribaPay Supplier located in another jurisdiction, or vice versa.
- 3.7 Export Law.** Customer agrees to not use Ariba Strategic Payables in any manner that may cause a violation by SAP or the Payment Processor of any (i) U.S. economic sanctions, laws, regulations or orders administered by OFAC or (ii) Canadian Sanctions Laws.
- 3.8 Tax Treatment.** For purposes of clarity, with respect to the fees payable by Customer for use of Ariba Strategic Payables, Customer shall be treated as the Payor with respect to SAP for Tax purposes notwithstanding the Payment Processing Services provided by the Payment Processor
- 3.9 Consent to provide Data to Payment Processor and SAP Affiliates.** As part of providing AribaPay, SAP, may disclose and transfer any information that Customer provides through AribaPay to: (i) any company within the SAP SE group of companies, its affiliates, agents, service providers or information providers in the performance of AribaPay; (ii) to the Payment Processor and to affiliates and service providers of the Payment Processor; (iii) to any other person or entity with Customer's consent; or (iv) if SAP has a right or duty to disclose or is permitted or compelled to so disclose such information by law. Customer consents to the transmission, transfer or processing of such information to, or through, any country in the world, as SAP deems necessary or appropriate. To the extent that Customer provides to SAP or authorizes SAP to collect any information about an identifiable individual ("Personal Information") (including Personal Information of Customer employees and representatives), Customer confirms that it has obtained the consent of each such individual to provide that Personal Information to SAP and for SAP to disclose and transfer that Personal Information as described above in this paragraph. Customer further confirms that Customer has obtained the consent of each such individual for SAP and the Payment Processor to collect, use, disclose and transfer that Personal Information for the purpose

of providing and administering AribaPay, including by the Payment Processor in accordance with the Participation Agreement.

4. Ariba Discount Professional

- 4.1** SAP's provision of the Discount Pro Services is subject to, and conditioned upon, the assumptions and Customer's fulfillment of its responsibilities and obligations (including the Best Practice Requirements) set forth in the Documentation.