

**RISE WITH SAP S/4HANA CLOUD, PRIVATE EDITION, TAILORED OPTION  
SAP ERP, PRIVATE CLOUD EDITION, TAILORED OPTION  
SUPPLEMENTAL TERMS AND CONDITIONS**

This Supplement is part of an Agreement for SAP Cloud Services between SAP and Customer and applies only to RISE with SAP S/4HANA Cloud, private edition, tailored option and SAP ERP, private cloud edition, tailored option, and each of its optional add-ons, to which Customer is subscribed. Any documents referenced in this Supplement are available upon request. “**Tailored Option Services**,” refers to RISE with SAP S/4HANA Cloud, private edition, tailored option and SAP ERP, private cloud edition, tailored option, either individually or collectively, as the context may require.

**1. DEFINITIONS**

Definitions used but not defined in this Supplement shall have the meaning ascribed to them in the Order Form or in documents incorporated therein.

- 1.1. “**Documentation**” means SAP’s then-current (i) Service Descriptions identified as Documentation, (ii) roles and responsibilities descriptions, and (iii) technical and functional documentation for Subscription Software, as applicable, made available to Customer by SAP.
- 1.2. “**Service Description**” means written description of certain aspects of the Cloud Service such as Disaster Recovery, as made available to Customer by SAP and identified as Documentation.
- 1.3. “**Subscription Software**” means software provided and hosted in the Computing Environment, as defined in the SLA, by SAP on a subscription basis.

**2. TAILORED OPTION SERVICES**

- 2.1. The additional terms that apply to the Subscription Software are described in the respective Tailored Option Services document made available at [https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?tag=agreements:product-use-support-terms/service-description-guides&sort=latest\\_desc](https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?tag=agreements:product-use-support-terms/service-description-guides&sort=latest_desc) (“Service Description Guide”). The Cloud Services are described in the applicable Service Description and roles and responsibilities Documentation made available to Customer at SAP’s website or upon request.
- 2.2. Certain features integrated in the Cloud Service and described as “Cloud Features” in the then-current Documentation may be provisioned on the SAP Business Technology Platform, a multi-tenant cloud platform. Such Cloud Features, and any additional terms applicable to the Cloud Features, are set forth in the Service Description Guide.
- 2.3. Subscription Software may only be accessed and used as part of the Tailored Option Services subscribed to by Customer. Except as set forth in Section 3.6 below, Customer is responsible for having the Subscription Software installed, including upgrades and new releases. In the event such installation requires changes to Customer’s Computing Environment as reflected in the “Systems Set-Up Table” in the Order Form, such changes will be agreed upon in a Change Request pursuant to the Change Request procedure.
- 2.4. Use of Subscription Software may occur by way of an interface delivered with or as a part of the Subscription Software, a Customer or third-party interface, or another intermediary system. Customer must hold the required licenses as stated in the Service Description Guide for any individuals that use the Subscription Software (directly or indirectly). Business Partners may use the Subscription Software only through screen access and solely in conjunction with Customer’s use and may not use it to run any of Business Partners’ business operations.

**3. ADDITIONAL TERMS FOR TAILORED OPTION SERVICES**

**3.1. Maintenance Activities.**

- 3.1.1. SAP performs regular scheduled maintenance activities to maintain OS security patch levels, database and application patches, infrastructure (network, compute, storage) maintenance and other scheduled proactive activities. Such maintenance activities will be reasonably scheduled for a date, time and duration mutually agreed (in the Order Form or in advance of such activities) between SAP and Customer (“Scheduled Downtime”) based on requirements and resources. If Customer fails to cooperate with the scheduling and/or

performance of such maintenance activities in a timely manner as recommended by SAP, Customer shall be solely responsible for any issues in the Cloud Service, including unexpected downtime.

- 3.1.2. Notwithstanding the foregoing, SAP reserves the right to perform Emergency Maintenance activities at any time without Customer's prior consent. SAP will use reasonable efforts to provide Customer with forty-eight (48) hours advance notice regarding performance of Emergency Maintenance. In case of downtime during such Emergency Maintenance, the parties agree that such downtime will be considered to be "Emergency Downtime," as defined in the SLA. "Emergency Maintenance" are maintenance activities required to address an unforeseeable circumstance aiming to prevent significant impact to the Cloud Service. Such situations may include application of emergency application patches and operating system security patches (security patches with priority "Emergency") and/or performing emergency critical operating system activities (urgent upgrades and/or refresh of shared components).
- 3.1.3. Customer is responsible for requesting and coordinating with SAP the application of security patches (all security patches with priorities "critical," "high," "medium," or "low") by way of a service request ticket. Such patches will be performed during Scheduled Downtime or other Agreed Downtime, each as defined in the SLA.
- 3.2. **Subscription Software Modifications and Add-Ons.** Customer has the right to develop and use Modifications and/or Customer Add-Ons and use Additional Add-ons to SAP's Subscription Software in furtherance of its permitted use of the Cloud Service under this Agreement.

Customer is responsible for all installation, management and support for any Modifications and Add-ons (for the purposes of this paragraph, Add-ons exclude Add-ons made available as a Tailored Option Services). Customer is responsible for testing and resolving source code issues, compatibility issues, security vulnerabilities or other conflicts that may arise from Modifications and Add-ons permitted under this Agreement and any patches or workarounds or other changes provided by SAP for the Subscription Software, in a timely manner. Modifications and Add-Ons must not enable the circumventing of any restrictions set forth in the Agreement, nor impair or degrade the performance, system availability, operability or security of the Cloud Service. Customer will inform SAP without undue delay about any issues or vulnerabilities with the Modifications, Customer Add-ons, or Additional Add-ons that may impair or degrade the Cloud Service. For the avoidance of doubt, SAP reserves the right to restrict or require the removal any Add-ons that it determines may pose any such risk to the Cloud Service.

Customer Add-ons and all rights associated therewith, shall be the exclusive property of Customer subject to SAP's rights in and to the Cloud Service and Cloud Materials as indicated in this Agreement; provided Customer shall not commercialize any such Customer Add-ons developed under this Agreement. Customer grants to SAP (including SAP SE, its Affiliates, and subcontractors) a non-exclusive right to process, use, and display Customer Add-ons to provide and support the Cloud Service and as set out in the Agreement. In exchange for the right to develop Customer Add-ons under the Agreement, Customer covenants, on behalf of itself, successors and assigns, not to assert against SAP SE, their Affiliates or licensors, any rights in Customer Add-on, or any claims of any rights, against any SAP product, service or future SAP development.

"Add-on" means any development that adds new and independent functionality to the SAP Subscription Software, but does not modify existing SAP functionality, and is developed using SAP application programming interfaces or other SAP code that allows other software products to communicate with or call on SAP Subscription Software. All Add-ons developed by SAP, independently or jointly with Customer, shall be considered Cloud Material and as such, all intellectual property rights in and related to the Add-ons developed by SAP (independently or jointly with Customer) including any derivatives thereof are owned by SAP, SAP SE, their Affiliates or licensors.

"Additional Add-on" means any Add-on that is not a Customer Add-on and is published by SAP as an SAP certified Add-on on the SAP Certified Solutions Directory, an ABAP-only Add-on within the ABAP stack, or an Add-on made available as Tailored Option Services.

"Customer Add-on" means an Add-on developed by or on behalf of Customer without SAP's participation.

"Modification" means (i) a change to the delivered source code or metadata; or (ii) any development, other than a change to the delivered source code or metadata, that customizes, enhances or changes existing functionality of the SAP Subscription Software including, but not limited to, the creation of any new application program interfaces, alternative user interfaces or the extension of SAP data structures; or (iii) any other change to the

SAP Subscription Software (other than an Add-on) utilizing or incorporating any Cloud Materials. For purposes of this Cloud Service, Cloud Materials include any and all Modifications. For the avoidance of doubt, all intellectual property rights in and related to the Modifications and derivatives thereof are owned by SAP, SAP SE, their Affiliates or licensors.

- 3.3. **Customer-Provided Software.** Each of the requirements and restrictions applicable to Add-Ons set forth in Section 3.2 above shall apply to any Customer-provided software. Additionally, Customer acknowledges that additional fees may apply in connection with management and support of such Customer-provided software in the Cloud Service.
- 3.4. **Customer Data Return.** Prior to termination or expiration of the Subscription Term, at Customer's request, SAP shall provide to Customer, within a reasonable time period in a reasonable backup media format utilized by SAP, a final export of the Customer Data stored in the Computing Environment. Customer must verify the usability of this export within two (2) weeks of receipt. If Customer does not provide verification within the two-week period, the exported Customer Data shall be deemed usable.
- 3.5. **Additional Services.** Customer may request Additional Services (or the SAP Services Team may request such services on Customer's behalf) through a service request on the SAP Service Request Platform. SAP will inform Customer of the fees that will apply to the requested Additional Service, and Customer shall confirm the purchase of such service. Any Additional Services completed by SAP will be invoiced monthly in arrears. "Additional Services" are specific tasks related to the Cloud Service systems identified in the RISE with SAP S/4HANA Cloud, private edition, tailored option and SAP ERP, PCE, tailored option Roles and Responsibilities Documentation (made available to Customer on SAP's website or upon request) as "Additional Service."
- 3.6. As part of the Cloud Service, SAP will (i) provide the initial installation of the Subscription Software in the Computing Environment, (ii) setup and configure relevant hardware/ software and monitoring/managing tools for the Computing Environment and Customer Systems, and (iii) introduce Customer to SAP's support and communications procedures. "**Systems**" means one or more interrelated and interdependent components such as databases, servers, networks, load balancers, web dispatchers, tenants, etc. which when taken as a whole are used to operate a tier. Each combination of components used within each tier is equivalent to one System.
- 3.7. To the extent that the Computing Environment provided by SAP includes Microsoft software products (e.g. specified in Section "System Set-up Table" in the Order Form), Customer agrees to the comply with the following conditions in connection with the Microsoft software products:
  - 3.7.1. Customer may not remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on the Microsoft software products or that appear during use of the Microsoft software products;
  - 3.7.2. Customer may not reverse engineer, decompile, or disassemble the Microsoft software products, except and only to the extent that applicable law, notwithstanding this limitation expressly permits such activity;
  - 3.7.3. any warranties, liability for damages and remedies, if any, are provided solely by SAP and not by Microsoft or its affiliates or subsidiaries;
  - 3.7.4. any product support for the Microsoft software products included in the Computing Environment is provided to Customer by SAP and is not provided by Microsoft or its affiliates or subsidiaries;
  - 3.7.5. all title and intellectual property rights in and to the Microsoft software products are owned by Microsoft or its suppliers. Microsoft software products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Customer's possession, access, or use of the Microsoft software products does not transfer any ownership of the Microsoft software products or any intellectual property rights to Customer;
  - 3.7.6. SAP may disclose Customer's information regarding the use of Microsoft software products to Microsoft or Microsoft affiliates or subsidiaries in case of audits;
  - 3.7.7. Customer acknowledges that the Microsoft software products are not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted and shall not be used in any application or situation where such Microsoft software products failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Examples of High Risk Use include: aircraft or other

modes of human mass transportation, control of nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of Microsoft software products for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage.

- 3.8. **SAP Content Server Disaster Recovery Services.** SAP Content Server Disaster Recovery Services performs optimally within certain database storage limits. If purchased by Customer, Customer will reasonably cooperate with SAP to optimize Customer's use of the SAP Content Server Cloud Service, including the storage of Customer Data in such Cloud Service. SAP may suspend or limit use of the SAP Content Server Cloud Service in the event Customer fails to reasonably cooperate.

#### 4. CUSTOMER RESPONSIBILITIES FOR TAILORED OPTION SERVICES

- 4.1. SAP's provision, operation and support of the Cloud Service is subject to Customer's reasonable cooperation and providing, no later than five (5) business days from the effective date of this Order Form, necessary information (including any on-boarding documentation), authorizations and qualified resources for such activities, and maintaining such cooperation during the Subscription Term. Customer authorizes SAP to set up and use an administrative user in the Cloud Service systems as needed to provision and confirm Customer's subscribed usage and technical compliance of the Cloud Service. SAP shall be permitted to audit (at least once annually and in accordance with SAP standard procedures, which may include an on-site and/or remote audit) the Customer's use of the Cloud Service to verify compliance with Usage Metrics (scope), volume, and the Agreement. Customer shall cooperate reasonably in conducting such audits.
- 4.2. Customer is responsible for the definition, documentation and execution of its business processes in the context of the Cloud Service, including, but not limited to, configuration of systems management and application and data security policies, batch processing requirements, and compliance with other governmental or regulatory requirements. Customer is responsible to provide SAP necessary and sufficient documentation of its applicable processes and Customer Add-ons in order for SAP to perform its responsibilities under the Agreement.
- 4.3. Customer is responsible for the connection to the Cloud Service, including the Internet connection to the Point of Demarcation, and the disconnection from the Cloud Service upon expiration or termination of the Agreement. Customer shall reimburse SAP for any costs that SAP incurs due to Customer's failure to disconnect from the Cloud Service. This section survives expiration or termination of the Agreement. **"Point of Demarcation"** means for MPLS, the port on the provider switch or, in case of a VPN for access, the external interface to the Internet of the VPN device of SAP's Computing Environment.
- 4.4. Customer shall use commercially reasonable efforts to ensure that Customer Data is free of all viruses, Trojan horses and comparable elements which could harm the computer systems or software used by SAP or its subcontractors to provide the Cloud Service.
- 4.5. In the event that any SAP equipment is required at the Customer facility, Customer shall provide a physically secure and conditioned environment for any such equipment, and Customer bears all risk for damages. SAP shall not be responsible for any damages to the extent resulting from Customer's failure to provide a physically secure and conditioned environment.
- 4.6. In connection with Customer's obligations related to Customer Data under the Agreement, Customer Data includes all Customer-provided Software used in the Cloud Service environment.
- 4.7. Customer is responsible for obtaining all necessary rights from third parties required for SAP to run and host any Customer-provided software in the Cloud Service environment. Customer will, at SAP's request, provide written verification of such rights. Customer grants to SAP the nonexclusive right to use the Customer-provided software for the sole purpose of and only to the extent necessary for SAP to provide the Cloud Service.
- 4.8. If Customer fails to fulfil any Customer obligations set forth in this Supplement, Customer is responsible for the ramifications of such failure including delays, subsequent costs, and any performance, availability, functionality, support, and/or security issues experienced with the Cloud Service.
- 4.9. For avoidance of doubt, support and maintenance services provided under this Agreement are solely for the Subscription Software and must not be used to support any third-party solutions or other SAP products,

including SAP products purchased under a separate agreement between an affiliate of Customer and SAP (or a distributor of SAP products). Customer acknowledges that if Customer uses any such services for other SAP products or third-party solutions without a separate valid SAP support agreement for such products, SAP will invoice Customer the applicable accrued fees associated with such time period of use plus a reinstatement fee for support for such products.

## **5. ADDITIONAL TERMS FOR RISE WITH SAP S/4HANA CLOUD, PRIVATE EDITION, TAILORED OPTION SERVICES**

In addition to Sections 1 through 4 above, the following additional terms apply to RISE with S/4HANA Cloud, private edition, tailored option:

### **5.1. Bundled Cloud Services.**

5.1.1. If Customer subscribes to the RISE with SAP S/4HANA Cloud, private edition, tailored option, Customer will receive access to the following additional Cloud Services subject to the limitations indicated herein (collectively, "Bundled Cloud Services"):

5.1.1.1. each of the following Cloud Services for which Customer does not have an existing subscription: SAP Digital Supplier Network (Ariba Network); SAP Logistics Business Network, freight collaboration option ("SAP LBN"); SAP Asset Intelligence Network ("SAP AIN"); SAP Process Insights, base package ("SAP BPI"); SAP Signavio Process Manager ("Signavio PM"); and SAP Signavio Process Collaboration Hub ("Signavio Collaboration Hub").

5.1.2. Use of each Bundled Cloud Service is subject to the supplemental terms located at <http://www.sap.com/agreements-cloud-supplement> and the following limitations:

5.1.2.1. for SAP Digital Supplier Network (Ariba Network), access does not include Supplier enablement or deployment and is limited to 2,000 Documents;

5.1.2.2. for SAP LBN, access is limited to 1,000 Documents and to either (a) one Logistics Service Provider and access to one digital forwarder (for the U.S., UberFreight and for Europe, InstaFreight) or (b) two Logistics Service Providers;

5.1.2.3. for SAP AIN, access is limited to 200 Devices, 2 Connections, and 10 partner Portal Invitees;

5.1.2.4. for SAP BPI, access is limited to one production tenant, to a one-time data upload of a maximum of 50GB of Storage, and supports the connection to one ERP system;

5.1.2.5. for Signavio PM, access is limited to 3 Users; and

5.1.2.6. for Signavio Collaboration Hub, access is limited to 10 Users.

5.1.3. The Support Policy for SAP Cloud Services applies to the Bundled Cloud Services.

5.1.4. The Service Level Agreement for SAP Cloud Services applies to the Bundled Cloud Services.

5.1.5. The EU Access option is not available for Bundled Cloud Services.

5.1.6. At Customer's option and with a subscription to the RISE with SAP S/4HANA Cloud, private edition, tailored option, Customer may access the following additional services made available at the following web links below. These additional services may be subject to additional legal terms and conditions. Where there is a conflict between the additional legal terms and conditions and the Agreement, the additional legal terms and conditions shall control.

5.1.6.1. For SAP Custom Code Migration App (formerly, "Custom Code Analyzer"), access is made available at <https://blogs.sap.com/abap-custom-code-analysis-using-sap-cloud-platform>;

5.1.6.2. For Process Discovery by SAP, access is made available at <http://www.s4hana.com>; and

5.1.6.3. For SAP Readiness Check, access is made available at <http://www.sap.com/readinesscheck>.

### **5.2. Currently Supported Version of Subscription Software.**

5.2.1. Customer shall use, and all installations including the initial install of Subscription Software in the Computing Environments shall be, a version or release of the Subscription Software for which software maintenance and user support are current, as provided by the software vendor as specified in the relevant license agreement with such vendor. For SAP Subscription Software such support (which is set forth in the applicable Order Form)

is provided according to the current maintenance phases of SAP software releases as stated in <https://support.sap.com/releasestrategy>. For the purpose of this provision, “current” herein relates to “Mainstream Maintenance.”

- 5.2.2. Customer acknowledges that if Customer is not on a version of the Subscription Software under current maintenance (or if SAP is not able to perform such upgrades due to the lack of Customer’s cooperation), (i) SAP’s abilities for the provision of support may be limited and SAP shall assume no responsibilities for such limitations, and (ii) the System Availability Service Levels shall not apply.
- 5.3. **Limited Maintenance.** If Customer is (i) not using a Current release of the Subscription Software or (ii) has less than nine (9) months remaining (as of the start date of the Order Form) until the release is no longer Current, Customer shall upgrade its production environment of the Subscription Software to the Current release as described in SAP’s RISE Limited Maintenance Policy available at <https://www.sap.com/about/agreements/policies.html>. As such, use of Subscription Software that is not Current is at the Customer’s own discretion and risk.

Notwithstanding the foregoing, SAP’s obligations under this Agreement and its Documentation are dependent on Customer maintaining the Subscription Software for which the release is Current. In particular, SAP is not responsible for the reliability, performance, availability, functionality, security, or any other related issues experienced with the Subscription Software that may result from running a release that is not Current and is not liable to Customer for any loss or damage that might arise from a Subscription Software’s inoperability or unavailability because it is not Current.

## **6. ADDITIONAL TERMS FOR SAP ERP, PRIVATE CLOUD EDITION, TAILORED OPTION SERVICES**

In addition to Sections 1 through 4 above, the following additional terms apply to SAP ERP, private cloud edition, tailored option:

- 6.1. The Cloud Service will be discontinued and no longer available after December 31, 2030, and notwithstanding any terms to the contrary in the Agreement, Customer’s subscription to the Cloud Service shall not extend beyond December 31, 2030.
- 6.2. Unless otherwise indicated in the Service Description Guide, the Subscription Software will be supported under Mainstream Maintenance through December 31, 2027. Thereafter, Extended Maintenance will apply for the Subscription Software from January 1, 2028 through December 31, 2030 (“Extended Maintenance Term”). Such support is provided according to the current maintenance phases of SAP software releases as described in the SAP Release and Maintenance Strategy, available at <https://support.sap.com/releasestrategy>. Customer acknowledges and agrees that the Cloud Service fees for SAP ERP, private cloud edition, tailored option shall increase by 5% during the Extended Maintenance Term and that this increase is separate from and in addition to any fee increase set forth in the Order Form. Additionally, during the Extended Maintenance Term, the System Availability Service Level shall not apply to the Cloud Service.
- 6.3. **Currently Supported Version of Subscription Software.**
  - 6.3.1. Subject to 6.2 above, Customer must use a version or release of the Subscription Software for which software maintenance and support are current, as provided by SAP. For purposes of this provision, “current” means it is covered by Mainstream Maintenance or Extended Maintenance as it’s made available by SAP. SAP may make available Mainstream Maintenance or Extended Maintenance through a single Subscription Software version or a sequence of Subscription Software versions.
  - 6.3.2. All Customer Add-ons, simplification and incompatibility checks must be executed by Customer. Customer is responsible for evaluating the results of such checks to ensure that implemented business processes, backend and frontend applications and integrations are running after changes to the Subscription Software. If SAP is not able to perform such upgrades 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 SLA shall not apply.

SAP’s obligations under this Agreement and its Documentation are dependent on Customer maintaining the Subscription Software for which the release is Current. In particular, SAP is not responsible for the reliability, performance, availability, functionality, security, or any other related issues experienced with the Subscription Software that may result from running a release that is not Current and is not liable to Customer for any loss

or damage that might arise from a Subscription Software's inoperability or unavailability because it is not Current.