

**RISE with SAP S/4HANA Cloud
Supplemental Terms and Conditions**

This Supplement is part of an Agreement for SAP Cloud Services between SAP and Customer and applies to all RISE with SAP S/4HANA Cloud; RISE with SAP S/4HANA Cloud, public edition, premium; RISE with SAP S/4HANA Cloud, base option; RISE with SAP S/4HANA Cloud, public edition, base; and RISE with SAP S/4HANA Cloud and experience management Cloud Service(s), including optional add-ons to which Customer is subscribed. Any documents referenced in this Supplement are available upon request.

1. CLOUD SERVICE

- 1.1. The Usage Metrics and additional terms of each of RISE with SAP S/4HANA Cloud; RISE with SAP S/4HANA Cloud, public edition, premium; RISE with SAP S/4HANA Cloud, base option; RISE with SAP S/4HANA Cloud, public edition, base; RISE with SAP S/4HANA Cloud and experience management; and optional add-ons (“Cloud Services”) are described in the RISE with SAP S/4HANA Cloud Service Use Description document 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 (“Service Use Description”).
- 1.2. If Customer subscribes to the Cloud Service(s), Customer will receive access to the following additional cloud services for which Customer does not have an existing subscription subject to the limitations indicated herein (collectively, “Bundled Cloud Services”). Use of each Bundled Cloud Service is subject to the supplemental terms located at <http://www.sap.com/agreements-cloud-supplement>.

BUNDLED CLOUD SERVICE	RISE with SAP S/4HANA Cloud, base (“Base”)	RISE with SAP S/4HANA Cloud, premium (“Premium”)	Bundled Cloud Services Limitation
SAP Build Work Zone, standard edition	X	X	For each Full Usage Equivalent of RISE with SAP S/4HANA Cloud, Customer is entitled to 1 Active User
SAP S/4HANA Cloud, Digital Access	X	X	For Base, 100,000 Documents and for Premium, 500,000 Documents per Contract Year
SAP Build Apps, Enterprise Edition		X	1 Base Package
SAP Build Process Automation	X	X	20 Standard users, 2 Advanced users, and 1 unattended automation
CPEA Voucher	If specified in the Order Form	If specified in the Order Form	As indicated in the Order Form
SAP S/4HANA Cloud for Group Reporting	X	X	For Base, 25 Entities and for Premium, 50 Entities
SAP Analytics Cloud for planning, predictive standard and professional edition, public option		X	10 Standard Users and 1 Professional User
SAP S/4HANA Cloud for Cash Management			5 Users
SAP S/4HANA Cloud for Receivables Management		X	5 Users
SAP S/4HANA Cloud for Advanced Financial Closing		X	50 Objects
SAP Ariba Central Invoice Management		X	20,000 Documents per Contract Year

- 1.3. At Customer’s option and with a subscription to the Cloud Service, Customer may access the following additional services made available at the following web links:

- (i) 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>.
 - (ii) For Process Discovery by SAP, access is made available at <http://www.s4hana.com>.
 - (iii) For SAP Readiness Check, access is made available at <http://www.sap.com/readinesscheck>.
- 1.4. For RISE with SAP S/4HANA Cloud, RISE with SAP S/4HANA Cloud, base option, or RISE with SAP S/4HANA Cloud and experience management renewals, Customer is entitled to the same Bundled Cloud Services and subject to the same Bundled Cloud Services limitations as referenced in the RISE with SAP S/4HANA Cloud Supplemental Terms and Conditions in effect at the effective date of the initial order form for the Cloud Service.
- 1.5. Customer is entitled to receive updates and upgrades to the Cloud Services if and when SAP makes them generally available to all its customers subscribing to the Cloud Service. Customer is responsible for applying the respective business configuration content. If Customer does not apply the respective business configuration content to all systems within the communicated timeframe, there may be ramifications to the functionality, operability and/or security of the Cloud Service. Customer bears all consequences and costs resulting from breach of its duties.
- 1.6. **Disaster Recovery.** SAP will provide Customer, at no additional charge, with the following capabilities for the core Cloud Service: (i) offsite database backups to disk (i.e. weekly full / nightly incremental / archive logs multiple times daily to separate storage array); and (ii) commercially reasonable efforts to restore productive tenants from backups as soon as practicable in case of a disaster resulting in loss of the production data center. Customer may subscribe to SAP S/4HANA Cloud, disaster recovery, subject to an additional fee, for enhanced disaster recovery services.
- 1.7. **Data Use.** Where users access the central business configuration for the Cloud Services, SAP SE, Dietmar-Hopp-Allee 16, 69190 Walldorf, Germany, may use the users' log-in information (i.e. their user ID and e-mail address) and link it with data regarding the Cloud Services certifications from SAP's internal learning system. Such information will then be used by SAP for the sole purpose of improving the quality of its cloud and certification services and for creating internal records of system access. In this case, SAP is acting as a data controller and the Personal Data Processing Agreement for SAP Cloud Services does not apply.

2. SAP S/4HANA CLOUD, TEST DATA REFRESH

- 2.1. Where a Customer has subscribed to the SAP S/4HANA Cloud, test data refresh Cloud Service ("S/4HANA, test data refresh") the terms set forth in this Section and the S/4HANA, Test Data Refresh Schedule ("Schedule") shall apply. S/4HANA, test data refresh will use the non-production environment(s) already provided with the core Cloud Service. Subject to the Schedule and the Agreement, Customer may exceptionally store and process Personal Data (as defined in the DPA) in non-production environments of the Cloud Services provided as a part of the S/4HANA, test data refresh Cloud Service solely for the purposes of Testing (defined below) the core Cloud Services as set forth in Section 1.1 of the Schedule. Customer agrees and acknowledges that during the refreshing process where Customer Data is transferred from a customer's production environment to the non-production environment, access to the non-production environment(s) may be unavailable or limited.
- 2.2. The processing of Customer Data and Personal Data in non-production environments as a part of the S/4HANA, test data refresh Cloud Service is at the Customer's own risk. SAP's data security and data protection obligations under the Agreement shall not include SAP's processing of such Personal Data as a part of the S/4HANA, test data refresh Cloud Service. SAP's liability for any unauthorized disclosures related to Personal Data entered into the non-production environments shall be limited to the liability cap in the GTC and any liability cap exclusions arising from an unauthorized disclosure shall not apply.

SAP S/4HANA Cloud, Test Data Refresh Schedule

1. AMENDMENTS TO THE DPA

- 1.1. As long as the Customer has an existing subscription to S/4HANA, test data refresh, Customer may store and process Personal Data in a non-production environment to perform testing, including refreshing copies of Customer Data from the production environment into the non-production environment (the “Testing”). For the duration of the Testing and solely for the purposes of the Testing, the following amendments to the DPA apply:
 - 1.1.1. The restriction on storing Personal Data in non-production environments does not apply.

The non-production environments are designed to support testing and quality assurance only. Customer shall only store and process Personal Data in such environments to the minimum extent possible, always use the scrambling functionality that enables Customer to pseudonymize Personal Data to the extent possible, and ensure the deletion of Personal Data at the earliest possible time.
 - 1.1.2. Notwithstanding anything in the Agreement, functionality to delete Personal Data in non-production environments is limited to the option of deleting the non-production environment containing Personal Data.
 - 1.1.3. Notwithstanding anything in the Agreement, export or extraction of Personal Data shall only be performed via the production system of the Cloud Service.
 - 1.1.4. Subject to any audit restrictions in the DPA, Customer is not permitted to audit SAP’s control environment and security practices relevant to Personal Data processed by SAP in a non-production environment unless (i) a Personal Data Breach has occurred; (ii) an audit is formally requested by Customer’s data protection authority; or (iii) mandatory Data Protection Law provides Customer with a direct audit right.
 - 1.1.5. Section 6.2 (Other Controller Audit) of the DPA shall not apply. The right to process Personal Data in non-production environments as a part of S/4HANA, test data refresh is reserved solely for Customer.
 - 1.1.6. For the purposes of the “Personal Data” definition in the DPA, “Cloud Service” includes the non-production environment of the Cloud Services.
- 1.2. For the duration of the Testing and solely for the purposes of the Testing, the following amendments to Schedule 1 of the DPA apply:
 - 1.2.1. The role of the Data Exporter is limited to the Customer. The Customer shall not enable or permit other Controllers other than its Affiliates to use or store Personal Data in the non-production environments.
 - 1.2.2. The provisions regarding the agreed support services shall not entail the service of back-up, recovery, or disaster recovery.
 - 1.2.3. The processing activities do not comprise the creation of security backups, access, and retrieval of the Personal Data.
- 1.3. For the duration of the Testing and solely for the purposes of the Testing, the following amendments to the Technical and Organizational Measures shall apply:
 - 1.3.1. The provisions on availability control set out in Section 7 (Availability Control) of the Technical and Organizational Measures shall not apply.
 - 1.3.2. The provisions on data integrity control set out in Section 9 (Data Integrity Control) of the Technical and Organizational Measures shall not apply.
- 1.4. Should Customer modify any of the security controls applicable to the non-production environments, Customer will defend SAP against any and all claims brought against SAP, SAP SE, its Affiliates and their subcontractors by any third party related to the processing of Personal Data in such non-production environments. Customer will indemnify SAP against all damages finally awarded against SAP, SAP SE, its Affiliates and subcontractors (or the amount of any settlement Customer enters into) with respect to these claims.
- 1.5. Upon termination or expiration of the of the S/4HANA, test data refresh Subscription Term, the DPA restriction on storing Personal Data in non-production environments shall apply except with respect to Personal Data uploaded as part of the Testing to which the terms of this Schedule shall continue to apply.