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 a Customer subscribes to the Cloud Service(s), Customer will receive access to additional cloud services (collectively, "Bundled Cloud Services") as described below:

For RISE with SAP S/4HANA Cloud, base option:

  (i)   SAP S/4HANA Cloud for Group Reporting;

  (ii) SAP Build Process Automation;

  (iii) SAP Build Work Zone, standard edition (formerly known as SAP Launchpad service); and

  (iv) if specified in the Order Form, Cloud Platform Voucher ("CPEA Voucher").

For RISE with SAP S/4HANA Cloud, public edition, base:

  (i)   SAP S/4HANA Cloud for Group Reporting;

  (ii) SAP S/4HANA Cloud, Digital Access;

  (iii) SAP Build Process Automation;

  (iv) SAP Build Work Zone, standard edition; and

  (v) if specified in the Order Form, Cloud Platform Voucher ("CPEA Voucher").

For RISE with SAP S/4HANA Cloud:

  (i)   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");

  (ii) SAP Process Insights, base package ("SAP BPI"); SAP Signavio Process Manager ("Signavio PM"); SAP Signavio Process Collaboration Hub ("Signavio Collaboration Hub");

  (iii) SAP S/4HANA Cloud for Group Reporting;

  (iv) SAP Build Process Automation;

  (v) SAP Build Work Zone, standard edition; and

  (vi) if specified in the Order Form, CPEA Voucher.

For RISE with SAP S/4HANA Cloud, public edition, premium:

  (i)   SAP S/4HANA Cloud for Group Reporting

  (ii) SAP S/4HANA Cloud, Digital Access

  (iii) SAP S/4HANA Cloud for Advanced Financial Closing

  (iv) SAP S/4HANA Cloud for Cash Management

  (v) SAP S/4HANA Cloud for Receivables Management;

  (vi) SAP Build Process Automation;

(vii)   SAP Build Apps, Enterprise Edition;

(viii)   SAP Build Work Zone, standard edition; and

(ix) if specified in the Order Form, CPEA Voucher.

For RISE with SAP S/4HANA Cloud and experience management:

(i)   SAP BPI; Signavio PM; Signavio Collaboration Hub;

(ii)   SAP S/4HANA Cloud for Group Reporting;

(iii) SAP Build Process Automation;

(iv) SAP Build Work Zone, standard edition;

(v) if specified in the Order Form, CPEA Voucher; and

(vi) SAP Qualtrics Employee Technology Experience.

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

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

(ii)   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 United States, UberFreight and for Europe, InstaFreight) or (b) two Logistics Service Providers;

(iii) for SAP AIN, access is limited to 200 Devices, 2 Connections, and 10 partner Portal Invitees;

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

(v)   for Signavio PM, access is limited to 3 Users;

(vi) for Signavio Collaboration Hub, access is limited to 10 Users;

(vii)   for SAP Qualtrics Employee Technology Experience, access is limited to 10 Qualtrics Users per FUE as further described in the Service Use Description;

(viii)   for SAP Build Process Automation, use is subject to the SAP Business Technology Platform supplemental terms and access is limited to 20 Standard users, 2 Advanced users, and 1 unattended automation;

(ix) for SAP Build Apps, Enterprise Edition, use is subject to the SAP Business Technology Platform supplemental terms and access is limited to 1 Base Package;

(x) for SAP Build Work Zone, standard edition, use is subject to the SAP Business Technology Platform supplemental terms and access is limited as follows: for each Authorized User (as defined in the GTC) of the Cloud Services, Customer is entitled to 1 Active User of SAP Build Work Zone, standard edition;

(xi) Cloud Platform CPEA Voucher, as indicated in the Order Form.

Use of the following Bundled Cloud Services is subject to the Service Use Description and the following limitations:

For SAP S/4HANA Cloud for Group Reporting, access is limited as follows:

(a) for RISE with SAP S/4HANA Cloud, public edition, base, access is limited to 25 Entities;

(b) for RISE with SAP S/4HANA Cloud, public edition, premium, access is limited to 50 Entities; and

(c) for each of the following Cloud Services: RISE with SAP S/4HANA Cloud; RISE with SAP S/4HANA Cloud, base option; and RISE with SAP S/4HANA Cloud and experience management, access is limited to 5 Entities.

For SAP S/4HANA Cloud, Digital Access, access is limited as follows:

(a) for RISE with SAP S/4HANA Cloud, public edition, base, access is limited to 100,000 Documents; and

(b) for RISE with SAP S/4HANA Cloud, public edition, premium, access is limited to 500,000 Documents.

For SAP S/4HANA Cloud for Advanced Financial Closing, access is limited to 50 Objects.

For SAP S/4HANA Cloud for Cash Management, access is limited to 5 Users.

For SAP S/4HANA Cloud for Receivables Management, access is limited to 5 Users.

1.3.	At Customer's option and with a subscription to the RISE with SAP S/4HANA Cloud 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; and

(iii) For SAP Readiness Check, access is made available at http://www.sap.com/readinesscheck.

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.

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

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 RISE with SAP S/4HANA Cloud: (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 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 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.