SAP AI Services and AI Units Supplemental Terms and Conditions

This Supplement is part of an Agreement for SAP Cloud Services between SAP and Customer and applies to Al Services and the use of SAP Al Units.

1. **DEFINITIONS**

- 1.1. "Al Services" means the individual services identified in the Al Services List. For purposes of this Supplement, "Cloud Service" means the Al Service utilized by Customer.
- 1.2. "Al Services List" means the then-current list of Al Services titled "Al Services List" accessible at https://www.sap.com/about/agreements/policies/cloud-service-specifications.html?sort=latest_desc or as made available through the administrative cockpit of the respective platform.
- 1.3. "Capacity Unit" is a ratio of services consumed via the Al Service(s) that is calculated by multiplying the total amount of Units of Measure used during the contract year by the Capacity Unit Value.
- 1.4. "Capacity Unit Value" means the numerical value assigned to a specific Al Service that, when multiplied by the number of Units of Measure used, results in the Capacity Units consumed.
- 1.5. **"Contract Year"** means a period of twelve (12) months with the first Contract Year starting on the Effective Date of the relevant Order Form.
- 1.6. "Units of Measure" are the types of metrics used to measure use of a particular Al Service (e.g., GB).

2. USAGE METRICS

2.1. The applicable Usage Metric is Capacity Unit. Customer may exercise the Capacity Units on Al Services.

3. ADDITIONAL TERMS

3.1. SAP may update the Al Services List from time-to-time with additional Al Services if and when they become generally available.

3.2. Adding and Removing Al Services

- 3.2.1. SAP may add Al Services and associated Capacity Unit Values to the Al Services List during the Subscription Term.
- 3.2.2. SAP may remove any AI Service from the AI Services List by giving Customer 6 months' prior notice via email or through the administrative cockpit of the respective platform. During the notice period, Customer can continue consuming AI Services.
- 3.2.3. Thereafter, Customer may keep such Al Service activated for the remainder of its then-current Subscription Term if it belongs to Group 1. This exception does not apply to any Al Services belonging to Group 2.
- 3.2.4. By default, all AI Services belong to Group 1, unless SAP has explicitly classified the AI Service as Group 2 in the AI Services List. AI Services categorized as Group 2 can be moved to Group 1 but not the other way round.
- 3.3. Any unused Capacity Units at the end of each Contract Year during the Initial Subscription Term (or any renewal term, as applicable) will be deemed forfeited by Customer and will not be available for use in any subsequent Contract Year in the initial Subscription Term (or any renewal term, as applicable).
- 3.4. Al Services may be subject to minimum usage requirements as set out in the Al Services List.
- 3.5. Each Al Service is subject to the applicable Service Level Agreement and Maintenance Windows and Major Upgrade Windows.
- 3.6. Where supplemental terms and conditions are available for an AI Service at http://www.sap.com/agreements-cloud-supplement, such supplemental terms and conditions shall apply to Customer's use of such AI Service.
- 3.7. Use of AI Services is subject to the applicable SAP AI Services Terms accessible at https://www.sap.com/about/trust-center/agreements.html if and when such terms become available ("AI Terms"). New AI Services added to the AI Services List are subject to the then-current AI Terms.