

**SAP ARIBA CLOUD SERVICES  
SUPPLEMENTAL TERMS AND CONDITIONS**

This Supplement is part of an Agreement for SAP products and services between SAP and Customer and applies only to the SAP Ariba Cloud Services for which Customer is subscribed (the “**Cloud Service**”). Any documents referenced in this Supplement are available from SAP upon request.

**1. CLOUD SERVICE.**

This Supplement applies to all SAP Ariba-branded Cloud Services.

- 1.1 SAP Ariba Payables.** The SAP Ariba Payables (including the payment, supply chain finance, and discounting services) Cloud Service has regional limitations, requires agreements with third party service providers, and is subject additionally to the SAP Ariba Payables Supplemental Terms and Conditions found here: [www.sap.com/agreements-cloud-supplement-ariba-payables](http://www.sap.com/agreements-cloud-supplement-ariba-payables).

**2. USAGE METRICS.**

- 2.1** The Usage Metrics applicable to the SAP Ariba Cloud Services are defined below.

(a) “**Contract Workspace**” means any Sales Contract Workspace, Internal Contract Workspace, or Procurement Contract Workspace, but does not include any Sales Contract Request or Procurement Contract Request.

(b) “**Document(s)**” means any electronic document type, identified as a “Chargeable Doc Type” below or in the Documentation, transmitted or received by or through the applicable SAP Ariba Cloud Service (including by or through the Ariba Network in relation to the applicable SAP Ariba Cloud Service). It includes the following types of documents, each a “**Doc Type**”: invoice, purchase order, service sheet, scheduling agreement release, forecast, credit memo, or automated RFQ. The following chart illustrates which Doc Types are considered Chargeable Doc Types for certain SAP Ariba Cloud Services.

**Chargeable Doc Type Table**

<b>Ariba Commerce Automation</b>	<b>Ariba Network, Tax Invoicing</b>	<b>Ariba Network, add-on for buyer-paid supplier fees for orders and invoices</b>	<b>SAP Ariba Supply Chain Collaboration</b>
Invoices Purchase Orders Service Sheets Automated RFQ SARs	Invoices^	Buyer Funded Doc	Purchase Orders SARs Forecast
<b>SAP Ariba Buying (formerly “P2O”)</b>	<b>SAP Ariba Buying, multi-ERP edition</b>	<b>SAP Ariba Buying, advanced edition (formerly “P2P”)</b>	<b>SAP Ariba Buying, advanced multi-ERP edition</b>
Purchase Orders	Purchase Orders	Invoices Purchase Orders	Invoices Purchase Orders

**Chargeable Doc Type Table (Continued)**

<b>SAP Ariba Invoice Management</b>	<b>SAP Ariba Contracts Invoicing</b>	<b>SAP Ariba Invoice Conversion Services add-on ("ICS")</b>	<b>SAP Ariba Open Invoice Conversion Services add-on("Open ICS")</b>
Invoices^	Invoices^ Purchase Orders Service Sheets	Memos	Memos

(c) **"Procurement Package"** means the Cloud Services in the SAP Ariba Procurement portfolio focused on creation, approvals and processing of purchase orders and requisitions.

(d) **"Project"** means a specific sourcing project in a particular services or commodity category initiated by Customer for Customer's internal use and benefit, and can consist of any one or more related events. A project is counted as of its Start Date.

(e) **"Spend"** has different meanings depending upon the specific Cloud Service to which it is applied:

(i) For each Procurement Package: the total monetary amount of all Purchase Orders processed by Customer through the Procurement Package in the applicable Subscription Term, excluding the monetary amount of transactions originating from any SAP Fieldglass cloud service and/or the Spot Buy Feature during such Subscription Term;

(ii) For SAP Ariba Catalog: the total monetary amount of Customer's transactions in the applicable Subscription Term captured through the SAP Ariba Catalog Cloud Service's "submitted shopping cart" message protocol;

(iii) For SAP Ariba Supply Chain Collaboration: the total monetary amount of transactions processed by Customer through the Cloud Service in the applicable Subscription Term calculated by adding the total monetary amount of any Purchase Orders and/or SARs transmitted or received by or through the Ariba Network using the Ariba Commerce Automation Cloud Service.

(iv) For SAP Ariba Spend Analysis: "Spend" or "Spend Data" mean each twelve (12) month set of accounts payable, travel & expense, and/or purchasing card data from Customer provided to SAP for data enrichment processing through the Cloud Service, including transaction data and data identifying Customer's suppliers.

(f) **"Supplier"** means, as related to SAP Ariba Commerce Automation and add-ons related to such Cloud Service, a supplier from which Customer purchases goods or services for its own account and where Documents related to those purchases are routed through the Ariba Network.

(g) **"Team Member"** means an individual who is restricted to viewing and approving a Project, Contract Workspace or Supplier Workspace.

(h) **"User"** means individuals authorized to access the Cloud Service, excluding individuals who are only Team Members.

**3. ADDITIONAL TERMS.**

**3.1 Consulting Services.** Standard Consulting Services for the initial deployment of the Cloud Services are described in the deployment descriptions made available online by SAP, in an exhibit to the Order Form, or as provided by SAP upon request. SAP provides these deployment services for the period stated in the deployment descriptions or applicable exhibit(s) or, if no period is stated, then for the initial Subscription Term. Deployment services are part of the Cloud Service for the purposes of the warranty in section 7.2 of the GTC.

**3.2 Quote Automation.** Customer's use of the Ariba Network and the Ariba Discovery Cloud Service as provisioned by Quote Automation (if available via Customer's subscription) is limited to the use necessary to fully utilize Quote Automation and as further described in the Documentation.

In order to utilize Quote Automation, Customer must register on the Ariba Discovery network and accept the Ariba Discovery Terms of Use in regards to functions of Quote Automation performed on the Ariba Discovery site.

- 3.3 Ariba e-Archiving.** Ariba e-Archiving, an optional feature within SAP Ariba Commerce Automation involves archiving of Invoices originating from any one of the supported countries listed in the Documentation (each a "Supported Country") during the specified retention period for such Supported Country ("Mandatory Retention Period") and within Customer's Subscription Term.
- 3.4 SAP Ariba Spot Buy Catalog and Feature.** In utilizing the Ariba Spot Buy Catalog Cloud Service or using the Ariba Spot Buy Feature, Customer agrees to participate in the Ariba Spot Buy Program in accordance with the terms for buyers found on the SAP Ariba Spot Buy program Site, as updated from time to time, (currently at <https://connect.ariba.com/AribaSpotBuy>).
- 3.5 SAP Ariba Open APIs, Integration Software and the Open API Platform.** Some of the SAP Ariba Cloud Services include the ability to use application programming interfaces, integration adapter software, development tools and system authorization codes (together referred to as "APIs") made available by SAP for the creation of applications for integration with the Cloud Services by Customer (a "Customer Solution").
- (a) Use of APIs is subject to restrictions stated in the Documentation and access to and testing of some APIs utilizes the SAP Ariba API Development Platform (found at <https://developer.ariba.com/api>). Customer must accept any separate terms and conditions presented upon download or access to the platform in order to use the platform.
- (b) The APIs are SAP proprietary and Confidential Information and may not be modified by Customer.
- (c) SAP may require certification, security assurances or other validation steps regarding the Customer Solution(s) developed with the API prior to enabling Customer to utilize such application in a production capacity to exchange information with the Cloud Services.
- (d) Customer is fully responsible for ensuring that the Customer Solution remains compatible and interoperable with the Cloud Service and does not unreasonably impair, degrade or reduce the performance or security of the Cloud Service.
- (e) Customer will defend SAP against claims brought against SAP, SAP SE, its Affiliates and subcontractors by any third party related to the Customer Solution. 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.
- (f) The System Availability SLA does not apply to API's.
- 3.6 Data-as-a-Service Elements.** The following terms apply to SAP Ariba Spend Analysis and SAP Ariba Supplier Risk related to the information provided to Customer by SAP ("**Database Information**"). All Database Information provided to Customer is proprietary information of SAP or its third party information providers, may not be relicensed or resold and is subject to further restrictions set forth in the Documentation. The Database Information is provided "as is" without warranty of any kind, including but not limited to warranties as to the accuracy, completeness or timeliness of the Database Information, and SAP advises Customer to independently verify such Database Information. SAP and its providers shall not be liable for any loss arising out of or in any way relating to the Database Information. SAP's Providers are third party beneficiaries of these terms. SAP and its Providers (i) shall not be liable to Customer for any loss or injury arising out of or in any way relating to the Database Information and (ii) will not be liable for consequential, incidental, special, punitive or other indirect damages.
- 3.7 Optional Add-on Services.** Customer may subscribe to certain optional add-on services or programs, such as "Ariba Network, add-on for buyer-paid supplier fees for orders and invoices" and Ariba Discovery Advantage Block Purchase. If so, any Usage Metrics or terms not stated in this Supplement will be stated in the Order Form or Documentation.

**3.8 Limited Availability of Select Features.** From time to time, subject to the requirements presented by SAP at the time, Customer may elect to participate in a limited availability program enabling use of a new feature for the Cloud Service prior to general production availability. SAP may elect at its own discretion to remove any limited availability feature from use and/or not release it into the Cloud Service.

**3.9 Data Deletion.** Customer Data processed on the Ariba Network may be retained on the Ariba Network subject to SAP's operational policies. Retained data is subject to the confidentiality provisions of the Agreement and the ongoing obligations under the Data Processing Agreement.

#### **4. DATA**

For clarity, this section 4 shall be deemed one of the SAP Policies, as such term is defined elsewhere in the Agreement.

**4.1 Sensitive Personal Information.** Customer may not submit the following types of information to the Cloud Service or solicit this information from trading partners: (i) government identification numbers or financial account numbers associated with individual persons (e.g. U.S. Social Security numbers, driver's license numbers, or personal credit card or banking account numbers), (ii) medical records or health care claim information associated with individuals, including claims for payment or reimbursement for any type of medical care for an individual, and (iv) data designated as "Sensitive" or "Special Category" or the like requiring extra protective measures under the applicable Data Protection Law (as defined in the Data Processing Agreement).