

**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**”). Capitalized terms used in this Supplement but not defined herein have the meanings assigned to them in the applicable Order Form or Documentation.

**1. CLOUD SERVICE.**

Unless an alternate Supplemental Terms and Conditions document is referenced in the applicable Cloud Service Order Form, this Supplement applies to all SAP Ariba Cloud Services whether or not referred to specifically in this document. The technology features included in each SAP Ariba Cloud Service are listed in the SAP Ariba Solution Description Guide (as updated from time to time).

**1.1 SAP Ariba Payables.** The SAP Ariba Payables (including the payment, supply chain finance, and discounting services) Cloud Service have regional limitations, may require agreements with third party service providers, and are 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) (as updated from time to time).

**2. USAGE METRICS.**

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

(a) “**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 Cloud Service (including by or through the Ariba Network in relation to the applicable Cloud Service). It includes the following types of documents, each a “**Doc Type**”: invoice, purchase order, service sheet, scheduling agreement release, credit memo, or automated RFQ. The following chart illustrates which Doc Types are considered Chargeable Doc Types for certain Cloud Services.

**Chargeable Doc Type Table for the Cloud Service**

Ariba Network, Tax Invoicing	Invoices
SAP Ariba Invoice Management	Invoices
SAP Ariba Contracts Invoicing	Invoices
SAP Ariba Invoice Conversion Services add-on (“ICS”)	Memos
SAP Ariba Open Invoice Conversion Services add-on (“Open ICS”)	Memos

(b) “**Procurement Package**” means the Cloud Services in the SAP Ariba Procurement portfolio focused on creation, approvals and processing of purchase orders and requisitions. The SAP Ariba Sourcing and Procurement Bundle is considered a “Procurement Package.”

(c) “**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 SAP Ariba 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 for Buyers: the total monetary amount of transactions processed by Customer through the Cloud Service in the applicable Subscription Term using the solution capabilities calculated by adding the total monetary amount of any purchase orders and/or non-PO/SAR-based invoices received by or through the Ariba Network™ using the 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. (v) For SAP Ariba Payables Cloud Service: the meaning is set out in the SAP Ariba Payables Supplemental Terms and Conditions. (vi) For SAP Ariba Discount Management: the total monetary amount processed by Customer for payment term analysis-and-discounting but not processed for payments processed through the Cloud Service during the applicable Subscription Period.

- (d) "**Supplier**" means, as related to SAP Ariba Commerce Automation Cloud Service and add-ons related to such Cloud Service, a supplier from which Customer purchases goods or services for its own account and where those purchases are routed through the Ariba Network.
- (e) "**Team Member**" means an individual who is allowed to access the Cloud Service but is only granted membership in groups associated with "Team Member" permissions for the Cloud Service.<sup>1</sup>
- (f) "**User**" means individuals authorized to access the Cloud Service, excluding individuals who are only Team Members. The User Usage Metric is not measured as an aggregate number over a Subscription Period but rather as a limit that may not be exceeded at any time during the Subscription Period without being considered an excess usage.

**2.2 Aggregated Usage.** Where any Cloud Service is identified or marked in the Order Form as an 'aggregated' Usage Metric Limit over the Subscription Term (or 2 or more years thereof), SAP has agreed to an aggregated Usage Metric for the particular Cloud Service over the initial Subscription Term only. There is no discount, reduction, refund or credit if the Usage Metric Limit is not utilised in any year or over the Subscription Term. For any twelve (12) month renewal, the applicable Usage Metric Limit for the Cloud Service shall be annualised (subject always to excess use as provided in the Order Form) for the Renewal Term, unless otherwise agreed in a signed writing with SAP. The Annualised Usage Metric Limits may be set out in the Order Form as a reference.

### **3. ADDITIONAL TERMS.**

**3.1 Consulting Services.** Standard Consulting Services for the initial deployment of the Cloud Services that are included in an Order Form between SAP and Customer referencing this Supplement 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. When deployment services are included in an Order Form between SAP and Customer referencing this Supplement, such deployment services shall be deemed 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 the Quote Automation feature (if available via Customer's subscription) is limited to the use necessary to fully utilize the feature and as further described in the Documentation. In order to utilize the Quote Automation feature, Customer must register on the

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<sup>1</sup> These permissions are found in the group licensing Reference table in the SAP Ariba *Strategic Sourcing and Supplier Management* portfolios descriptions found in the SAP Ariba Documentation.

Ariba Discovery network and accept the Terms of Use (Buyers) – Ariba Discovery 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 the SAP Ariba Commerce Automation Cloud Service 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 Cloud Service and Feature.** In utilizing the SAP Ariba Spot Buy Catalog Cloud Service or using the SAP Ariba Spot Buy feature, Customer agrees to participate in the SAP 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 Supply Chain Collaboration for Buyers Cloud Service (“SCC for Buyers”).** During the then-current Subscription Term for SCC for Buyers, SAP shall not charge any Customer suppliers transaction fees or annual membership fees related to Ariba Network Fulfill: Orders and Invoices service on the Ariba Network arising from their relationship or transactions between Customer and such suppliers originating through the SCC for Buyers. Suppliers will still be charged for use of Ariba Discovery if they elect to use that service or other optional services SAP makes available to them
- 3.6 SAP Ariba APIs, extension tools and Integration Software.** Some of the Cloud Services include the ability to use application programming interfaces, integration adapter software, extension capabilities 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 Application**”).
- (a) Use of APIs is subject to restrictions stated in the Documentation and access to and testing of some APIs utilizes the regional SAP Ariba Developer Portal applicable to the SAP Ariba data center that Customer elects to use (See <https://developer.ariba.com/api>). Customer must accept any separate terms and conditions presented upon download or access to the regional platform to use the portal and APIs.
  - (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 reasonable validation steps regarding the Customer Application(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 Application 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 arising from the Customer Application by virtue of its integration with the Cloud Service. 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 will apply to API’s, unless specified otherwise in the Documentation for a specific API.
  - (g) For the avoidance of doubt, data submitted to the Cloud Services via an API or a data feed from an authorized third party service that either originates with Customer or is provided subject to an agreement between Customer and a third party database provider, shall be considered Customer Data under the Agreement.
- 3.7 Data-as-a-Service Elements.** The following terms apply to SAP Ariba Spend Analysis Cloud Service, SAP Ariba Contract Management, SAP Ariba Sourcing and SAP Ariba Supplier Risk Cloud

Service related to the information provided to Customer by SAP, which may include news articles, supplier corporate information, ("**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.

**3.8 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.

**3.9 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.

**3.10** See Exhibit 1 for Jurisdictionally Applicable Terms.

**4. DATA** *(For clarity, this section 4 shall be deemed an SAP Policy)*

**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 (iii) 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).

**4.2 Data Retention – Ariba Network.** Customer Data processed on the Ariba Network may be retained on the Ariba Network subject to SAP's policies, provided that SAP Ariba will delete, or render unreadable, the Customer Data stored in the Ariba Network after expiration or termination of Customer's subscription upon Customer's written request. Retained data is subject to the confidentiality provisions of the Agreement and the obligations under the Data Processing Agreement.

## **EXHIBIT 1**

### Jurisdictionally Applicable Terms

I. If Customer licensed the Cloud Services in the United Kingdom or is governed by the law of the United Kingdom, the following applies.

A. Section 3.6(e) of this Supplement is replaced in its entirety with the following 3.6(e):

"3.6(e) Customer will defend SAP, any Affiliate of SAP, SAP SE, any Affiliate of SAP SE and any subcontractor of any of the foregoing against any claim brought by a third party in relation to the Customer Application. Customer will indemnify SAP, any Affiliate of SAP, SAP SE, any Affiliate of SAP SE and any subcontractor of any of the foregoing against all damages finally awarded (or the amount of any settlement entered into by any of the same) in relation to any claim brought by a third party related to the Customer Application. SAP shall be entitled to recover losses on behalf of any party afforded protection or indemnity under this section, however, Affiliates of SAP, SAP SE, Affiliates of SAP SE and subcontractors of any of the foregoing shall have the right to directly enforce the provisions of this section 3.6(e) for their own benefit under the Contracts (Rights of Third Parties) Act 1999 (provided there shall be no double recovery of losses permitted)."