

SAP Ariba Payables Supplemental Terms and Conditions

This Supplement is part of an agreement for SAP Ariba Cloud Services between SAP and Customer and applies only to the SAP Ariba Payables product(s) for which Customer is subscribed (the “**Cloud Service**”). It is referenced from and incorporated into the Supplemental Terms and Conditions for Ariba Cloud Services. Any documents referenced in this Supplement are available from SAP upon request.

1. CLOUD SERVICE. SAP Ariba Payables is a Cloud Service comprised of a bundle of payment, discounting, and supply chain finance service elements (each a “**Component**”), provided by SAP to Customer on a subscription basis as a single package and described in the most current version of the Documentation. SAP’s provision of each of the Components is subject to Customer’s responsibilities and the Scope of Use as set forth in the Documentation.

2. USAGE METRICS

2.1 The Usage Metric applicable to the Cloud Service is defined below.

(a) “**Spend**” (“**SPD**”) for SAP Ariba Payables, means the total monetary amount of transactions processed by Customer through the Cloud Service in the applicable Subscription Period calculated by adding the total monetary amount of: (i) payment transactions executed during such Subscription Period between Customer and Customer’s suppliers processed by Customer through SAP Ariba Payables; plus (ii) the total spend targeted for payment terms analysis and discounting during such Subscription Period through the discounting Component that was not processed for payments during that Subscription Period; plus (iii) the total spend targeted for payment terms analysis using the supply chain finance Component during such Subscription Period that was not processed for payments or targeted for discounting during that Subscription Period.

3. ADDITIONAL TERMS

3.1 Processing Services for Payment and Supply Chain Finance.

(a) Separate Provider. Processing services for payment and supply chain finance Components as defined below are provided by third party processors under separate agreements between Customer and those third parties. SAP is not responsible for the processing services, nor acts or omissions of the third party processors under the separate agreements. Customer agrees that any third party processor’s use of Customer data is governed by the separate agreement and the third party processor’s data use and data privacy policies. By using a Component provided by third party processors, Customer instructs SAP to transfer Data (including personal data) to the third party processor. SAP’s obligations for the Cloud Service, exclusive of the processing services, are in accordance with the Agreement. SAP and the third party processors are under no obligation to assist with or resolve disputes between Customer and Customer’s suppliers, with respect to payment and supply chain finance transactions.

(b) Payment Processing Services.

(i) For the payment Component, “processing services” consist of payment processing services to settle payments between Customer and Customer’s suppliers, including every function of the payment Component related to the processing or transmission of payments or funds, the provision of any payment intermediary-related services, the debiting or crediting of bank accounts, holding funds, processing payments, issuing checks, holding account numbers, and/or otherwise acting as a payment processor. (ii) The payment Component is currently available only in (1) the United States and Puerto Rico (by *DFS Services LLC*); (2) Canada (by *Discover Financial Services (Canada) Inc.*) and (3) other jurisdictions specifically identified in the Documentation. (iii) Customer is responsible for providing accurate information in any payment

instruction. (iv) SAP's role for the payment Component is to forward payment information from Customer to the payment processor and return status information to the Customer regarding the payments.

(c) Supply Chain Finance Processing Services.

(i) For the supply chain finance Component, "processing services" consist of the portion of the supply chain finance Component enabling Customer to use third-party financing for its Suppliers through the Ariba Network to leverage the third party processor's platform. (ii) The supply chain finance Component is currently available only in European Economic Area, Switzerland, USA, Canada, Mexico, New Zealand, Australia, Singapore, Thailand, Hong Kong, Japan and South Africa and may only be used for transactions in and between those territories. SAP may provide updates to this list via the Documentation.

3.2 Adding and Removing Components of SAP Ariba Payables. SAP may add Components to this Cloud Service. Customer may use additional Components subject to the Documentation, the then-current product-specific terms and conditions for SAP Ariba Payables, and execution of terms and conditions with a third party processor (as applicable). SAP may remove a Component if SAP is not going to continue making the Component commercially available. If so, SAP will inform Customer at least six (6) months in advance of such change, subject to Section 3.4 of the General Terms and Conditions for SAP Cloud Services.

3.3 Export Law. Customer agrees to not use the Cloud Service in any manner that may cause a violation by SAP, or any third party processor, of any U.S. economic sanctions, laws, regulations or orders.

3.4 Tax Treatment. With respect to the fees payable by Customer for use of the payment Component, except for features for which payment to the payment processor directly is agreed to by Customer under the processor agreement, Customer will be treated as the payor with respect to SAP for tax purposes notwithstanding the payment processing services provided by the payment processor or supply chain finance processor.