SAP ARIBA, SAP BUSINESS NETWORK, AND FIELDGLASS CLOUD SERVICES
SUPPLEMENTAL TERMS AND CONDITIONS

This Supplement is part of an Agreement for SAP products and services between SAP and Customer and applies to the SAP Ariba, SAP Business Network for Procurement, SAP Business Network for Supply Chain, and Fieldglass Cloud Services for which Customer is subscribed as set forth herein (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. Unless an alternate Supplemental Terms and Conditions document is referenced in the applicable Cloud Service Order Form, this Supplement applies to all SAP Ariba, SAP Business Network for Procurement, SAP Business Network for Supply Chain, and Fieldglass Cloud Services as set forth herein whether or not referred to specifically in this Supplement.

PART 1 – SUPPLEMENTAL TERMS APPLICABLE TO ARIBA, SAP BUSINESS NETWORK, AND FIELDGLASS CLOUD SERVICES

1. CONSULTING SERVICES

Customer's initial subscription to each Cloud Service includes a standard Consulting Service package for the initial deployment of the Cloud Service, as applicable[1]. Such Consulting Service packages are not included with any additional, replacement, or renewal order of a Cloud Service to which Customer is already subscribed unless otherwise provided in the Order Form.

Standard Consulting Services for the initial deployment of applicable Cloud Services subscribed to in an Order Form between SAP and Customer referencing this Supplement are described in the deployment descriptions made available online by SAP, 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. Any included deployment services, or other Consulting Services included in a Cloud Service Order Form between SAP and Customer referencing this Supplement, shall be deemed part of the Cloud Service for the purposes of the Cloud Service conformity and skill warranty in the GTC. The standard Consulting Service package included in Customer's initial subscription to each applicable Cloud Services expressly excludes any custom integration services or other custom development effort. Customer may purchase additional Consulting Services beyond the scope identified in the deployment description(s) for the initial deployment subscribed to Cloud Services by entering into a separate mutually agreeable written services order form or statement of work with SAP. Customer will reimburse SAP for all appropriately documented travel and related expenses incurred by SAP in performing any Consulting Services.

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

[1] The following Cloud Service subscriptions do not include a standard Consulting Service package for the initial deployment of the Cloud Service: SAP Ariba Buying, additional site add on; SAP Ariba Buying and Invoicing, additional site add on; Buyer Membership (open adapter); Invoice Conversion Services; SAP Business Network Asset Collaboration, SAP Business Network Freight Collaboration, SAP Business Network Global Track and Trace, SAP Business Network Material Traceability, SAP Business Network Supply Chain Collaboration, foundation option, SAP Business Network Commerce Automation, deployment option for tax invoicing, localization for Mexico; SAP Ariba Strategic Sourcing, supplemental site add-on; SAP Ariba Procurement, supplemental site add-on; SAP Signature Management by DocuSign; SAP Signature Management by DocuSign, Fieldglass; SAP Fieldglass Contingent Workforce Management; SAP Fieldglass Services Procurement; SAP Fieldglass Contingent Workforce Management, edition for SAP ERP; SAP Fieldglass Services Procurement, edition for SAP ERP; SAP Fieldglass Contingent Workforce Management, partner edition (PAYG); SAP Fieldglass Services Procurement, partner edition (PAYG); SAP Fieldglass Worker Profile Management. For clarity, Next-gen Cloud Services do not include Consulting Services for the initial deployment of the Next-gen Cloud Service.

particular Cloud Service over the initial Subscription Term only. There is no discount, reduction, refund or credit if the Usage Metric Limit is not utilized in any year or over the Subscription Term. For any 12 month renewal, the applicable Usage Metric Limit for the Cloud Service shall be annualized (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 Annualized Usage Metric Limits may be set out in the Order Form as a reference.

3. 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.

4. EMBEDDED LAUNCH ACTIVITIES

Embedded launch activities are included for a first-time subscription to the following Cloud Services. The scope and details of the Embedded Launch Activities are described in the Embedded Launch Activities Specification, accessible at https://www.sap.com/about/agreements/policies.html.

SAP Strategic Procurement
SAP Ariba Sourcing
SAP Ariba Contracts
SAP Ariba Supplier Lifecycle and Performance
SAP Ariba Supplier Risk
SAP Ariba Buying
SAP Ariba Buying and Invoicing
SAP Ariba Catalog
SAP Fieldglass Contingent Workforce Management
SAP Fieldglass Contingent Workforce Management, edition for SAP ERP
SAP Fieldglass Services Procurement
SAP Fieldglass Services Procurement, edition for SAP ERP
SAP Fieldglass Worker Profile Management

PART 2 – SUPPLEMENTAL TERMS APPLICABLE TO FIELDGLASS CLOUD SERVICES ONLY

1. USAGE METRICS

Usage Metrics for the SAP Fieldglass Cloud Services, to the extent referenced in the Order Form, are defined as follows:

1.1. **"Spend"** is the total expenditures processed via the Cloud Service.

1.2. "**Resource**" is any authorized individual or physical asset accessing, being managed and/or monitored via the Cloud Service. This metric may also be referred to as "Worker Profile". For purposes of clarity, this Usage Metric is a monthly allotment, unless otherwise specified in the Order Form.

2. CLOUD SERVICE DESCRIPTION

Customer has subscribed to one or more of the Cloud Services described below in an Order Form referencing this Supplement.

2.1. **SAP Fieldglass Contingent Workforce Management.** SAP Fieldglass Contingent Workforce Management provides functionality for the procurement, engagement, and payment of contingent labor (e.g. job postings, approvals, candidate submissions, onboarding, off-boarding, invoices, and worker evaluations).

2.2. **SAP Fieldglass Services Procurement.** SAP Fieldglass Services Procurement provides functionality for the procurement, engagement, and payment of services providers (e.g. project requisitions, vendor responses, on-boarding, off-boarding, tracking of external resources working on one or more projects, processing and allocation of a resource's time, invoicing, and project evaluation).

2.3. **SAP Fieldglass Worker Profile Management.** SAP Fieldglass Worker Profile Management allows Customers to track and manage all non-traditional workers who have no time sheet activity and are not otherwise tied to a job posting or SOW in the Cloud Service for headcount, reporting and onboarding/offboarding tasks.

2.4. **analytics add-on for SAP Fieldglass solutions.** analytics add-on for SAP Fieldglass solutions provides additional reporting capabilities for the measurement, tracking and benchmarking of key performance indicators and market intelligence insights for customers of SAP Fieldglass Contingent Workforce Management and SAP Fieldglass Services Procurement.

2.5. **SAP Fieldglass Contingent Workforce Management, essentials edition.** SAP Fieldglass Contingent Workforce Management, essentials edition provides functionality for the hiring and engagement of contingent labor (e.g. job postings, job posting distribution candidate submissions, resume assessment, onboarding and offboarding).

3. SUPPORT

Support for the Cloud Service is provided in accordance with the Support Policy for SAP Cloud Services referenced in the Order Form. The support levels available for SAP Fieldglass are SAP Enterprise Support or Preferred Success. Preferred Care is not available. SAP Fieldglass Enterprise Support (see https://support.fieldglass.com) provides support for general questions, system navigation inquiries, general troubleshooting issues and P1 escalation management. In addition, SAP Fieldglass Enterprise Support provides release updates, high level program consultation, standard release notes and general product roadmap updates.

4. SUPPLIER TERMS

Prior to accessing the Cloud Service, Suppliers will be required to: (i) register through the Cloud Service; (ii) enter an agreement with SAP; and, if applicable, (iii) become enabled, subject to the applicable terms of use, on the regional network designated by SAP for routing documents between Customer and Suppliers. "Supplier" or "Contractor" means a worker or agency engaged by Customer through the Cloud Service.

5. DATA

Customer may not, and shall ensure its Authorized Users do not, submit the following types of information to the Cloud Service or solicit this information from trading partners: (i) non-public financial account numbers associated with individual persons (e.g. personal credit card or banking account numbers), (ii) information regulated under the International Traffic in Arms Regulations, (iii) without the express written consent of SAP, technical data restricted under U.S. or German law for export purposes, and (iv) 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, with the exception of vaccine tracking information. Customer may not enter or solicit any data in the Cloud Service that impose different or additional obligations on SAP beyond those set out in the Agreement.

6. SANDBOX ENVIRONMENTS FOR SAP FIELDGLASS SOLUTIONS

Sandbox environments for SAP Fieldglass solutions are non-productive environments available for purchase by customers to configure, model and/or promote new functionality features or inbound/outbound integration configurations within such sandbox environment (hereafter, "**Sandbox Environments**"), prior to implementing or enabling the configuration changes in the productive Cloud Service. Sandbox Environments are deployed and hosted in hyperscaler landscapes located in the same region as Customer's production environment(s).

For purpose of clarification, Sandbox Environments are non-production environments and therefore the Service Level Agreement for SAP Cloud Services and Data Processing Agreement for SAP Cloud Services do not apply, and Customer is responsible for evaluating its compliance with applicable data protection or other laws related to duplication of any personal data or other regulated or restricted data within a Sandbox Environment. Additional

information on the scope, limitations and restrictions on Sandbox Environments are set forth in the Documentation for SAP Fieldglass solutions.

PART 3 – SUPPLEMENTAL TERMS APPLICABLE TO ARIBA AND SAP BUSINESS NETWORK CLOUD SERVICES ONLY

1. DOCUMENTATION AND VERSIONING

1.1. **Overview.** The technology features included in each Current-gen Cloud Service (as defined below) for SAP Ariba and SAP Business Network for Procurement and SAP Business Network for Supply Chain are described in the Solutions Description Guide for SAP Ariba and SAP Business Network solutions, as updated from time to time (the "**Solution Description Guide**"). SAP also provides Next-gen versions of certain Cloud Services (as defined below). The technology features included in Next-gen Cloud Services are described in the applicable Feature Scope Descriptions, as updated from time to time (each, a "**Feature Scope Description**"). This section explains the rules for determining which of these documents governs a Customer's subscription.

1.2. **Governing Documentation and Cloud Service Version**

1.2.1. **Order Form.** If the Customer's Order Form, including any amendment to the Order Form, includes an explicit reference to the Feature Scope Description for Next-gen versions of a particular Cloud Service, Customer is subscribed to the Next-gen version of such Cloud Service, and the applicable Feature Scope Description governs the affected Cloud Service(s).

1.2.2. **Transition Acknowledgement.** If the Customer executes a Transition Acknowledgement, Customer is subscribed to the Next-gen version of the Cloud Service(s) identified in the Transition Acknowledgement and the applicable Feature Scope Description governs the affected Cloud Service(s) as of the effective date of the Transition Acknowledgement.

1.2.3. **Default.** In all other cases, the Solution Description Guide governs, and Customer is subscribed to a Current-gen Cloud Service

1.3. **No Mixing of Generations**. The Customer may not combine features, entitlements, or capabilities across Current-gen and Next-gen versions of a Cloud Service.

1.4. **Relationship to Other Documentation.** Nothing in this Section modifies the functional content of the Solution Description Guide or the Feature Scope Description.

1.5. **Definitions.**

1.5.1. **Current-gen.** "Current-gen" means the version of an applicable Cloud Service whose functional scope is described in the Solution Description Guide for SAP Ariba, SAP Business Network for Procurement, and SAP Business Network for Supply Chain, as updated from time to time.

1.5.2. **Next-gen.** "Next-gen" means the version of an applicable Cloud Service whose functional scope is described in the applicable Feature Scope Description, as updated from time to time.

1.5.3. **Transition Acknowledgement.** "Transition Acknowledgment" means the written acknowledgment executed by the Customer to transition one or more Cloud Services from Current-gen to Next-gen that (i) records Customer's final election to transition one or more Cloud Services from Current-gen to Next-gen, and (ii) explicitly references the Feature Scope Description for Next-gen versions of the Cloud Service. Transition Acknowledgements may also reference any applicable transition services. The terms of the Transition Acknowledgement apply in addition to this Supplement.

2. 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 (as updated from time to time).

3. SAP ARIBA AND SAP BUSINESS NETWORK USAGE METRICS.

Usage Metrics for the SAP Ariba, SAP Business Network for Procurement, and SAP Business Network for Supply Chain Cloud Services, to the extent referenced in the Order Form, are defined as follows:

3.1. **"Document"** is a record of commercial transactional data managed via the Cloud Service.

3.2. **"Entitlements Package"** is a set of defined entitlement, as set forth in the respective Product Supplement, Services Description Guide or Services Use Description.

3.2.1. For SAP Business Network Supply Chain Collaboration, foundation option, the Usage Metric is Spend.

3.3. **"Spend"** is the total expenditures processed via the Cloud Service.

3.3.1. For SAP Ariba Spend Analysis, the Usage Metric is Spend and means each twelve (12) month set of accounts payable, travel & expense, and/or purchasing card data provided to SAP for data enrichment processing through the Cloud Service.

3.3.2. For SAP Ariba Sourcing and Procurement bundle, the Usage Metric is Spend processed by the SAP Ariba Buying and Invoicing Cloud Service.

3.3.3. For experience management bundle for supply chain collaboration, the Usage Metric is Spend in blocks of $10 million USD converted to local currency using SAP standard exchange rates, which will be made available to Customer upon request.

3.4. **"Flat Fee"** is a fixed fee for the Cloud Service.

3.4.1. For SAP Business Network Planning Collaboration, foundation option, the Usage Metric is Flat Fee for unlimited Documents and 20 Suppliers, subject to the limitations in the deployment description for SAP Business Network Planning Collaboration, foundation option.

3.5. **"Supplier"** is each individual data object for a supplier account managed via the Cloud Service.

3.6. "**Tenant**" is a customer-specific instance of the Cloud Service.

3.7. "**User**" is any individual authorized to access the Cloud Service. For this Cloud Service, individuals with unique active profiles are counted.

3.8. **"% of Net Recurring Fee**" is the stated percentage multiplied by the stated net recurring fee.

4. DATA

Customer may not, and shall ensure its Authorized Users do not, submit the following types of information to the Cloud Service or solicit this information from trading partners: (i) non-public government identification numbers or financial account numbers associated with individual persons (e.g. U.S. Social Security numbers, national insurance 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, (iii) information regulated under the International Traffic in Arms Regulations, (iv) without the express written consent of SAP, technical data restricted under U.S. or German law for export purposes, and (v) 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).

5. ADDITIONAL ARIBA TERMS.

5.1. **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).

5.2. **SAP Business Network Supply Chain Collaboration ("SCC") and SAP Business Network Commerce Automation ("Commerce Automation"), buyer paid supplier fees option.** During the then-current Subscription Term for SCC, SAP shall not charge any of Customer's suppliers for transaction fees or annual

membership fees related to fulfillment of orders and invoices on the SAP Business Network for Trading Partners arising from their relationship or transactions between Customer and such suppliers originating through SCC. During the then-current Subscription Term for Commerce Automation with buyer paid supplier fees option, SAP shall not charge Customer's designated suppliers for transaction fees or annual membership fees related to fulfillment of orders and invoices on the SAP Business Network for Trading Partners arising from their relationship or transactions between Customer and such suppliers originating through Commerce Automation. Suppliers will still be charged for use of SAP Business Network Discovery if they elect to use that service or other optional services SAP makes available to them.

5.3. **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**").

(i) 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.

(ii) The APIs are SAP proprietary and Confidential Information and may not be modified by Customer.

(iii) 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.

(iv) 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.

(v) The System Availability SLA will apply to API's, unless specified otherwise in the Documentation for a specific API.

(vi) 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.

5.4. **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.

5.5. **Optional Add-on Services.** Customer may subscribe to certain optional add-on services or programs, such as SAP Business Network, buyer paid supplier fees option". If so, any Usage Metrics or terms not stated in this Supplement will be stated in the Order Form or Documentation.

5.6. **Data Retention – SAP Business Network.** Customer Data processed for SAP Business Network for Procurement and SAP Business Network for Supply Chain on the SAP Business Network may be retained on the SAP Business Network subject to the confidentiality provisions of the Agreement and the obligations under the Data Processing Agreement.

5.7. **Processing Services for Payment and Supply Chain Finance.**

5.7.1. **Separate Provider.** If Customer enables one or more of the below defined payment capabilities in the SAP Business Network for Procurement and SAP Business Network for Supply Chain on the SAP Business Network (excluding AribaPay), such payment services are provided by third party payment processors under separate agreements between Customer and those third parties. SAP does not perform and is not responsible for the payment processing services, nor acts or omissions of the third-party payment processors under the separate agreements. Customer agrees that any third-party payment processor's use of Customer Data is governed by the separate agreement and the third-party payment processor's data use and data privacy policies. By enabling the payment services provided by third-party payment processors, Customer instructs SAP to transfer Customer Data (including personal data) to the third-party payment processor. SAP's obligations for the Cloud Service, exclusive of the payment processing services, are in accordance with the Agreement. SAP and the third-party payment processors are under no obligation to assist with or resolve disputes between Customer and Customer's suppliers, with respect to payment transactions.

5.7.2. **Payment Processing Services.** For payment processing services other than AribaPay:

- If Customer enables the payment capability, then the "processing services" consist of payment processing services to settle payments between Customer and Customer's suppliers, including every function of the payment capability 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.
- Customer is responsible for providing accurate information in any payment instruction.
- Once enabled, SAP's role for the payment capability is to forward payment information from Customer to the payment processor and return status information to the Customer regarding the payments.

5.7.3. **Tax Treatment.** With respect to the fees payable by Customer to SAP for use of the payment capability, 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. This will not include features which are agreed to by Customer under its agreement with the payment processor payment and that are paid directly to the payment processor.

5.8. **Staging Environments for SAP Ariba Strategic Sourcing, supplemental site add-on. SAP Ariba Procurement, supplemental site add-on, and sandbox environment for SAP solutions**. Supplemental realms used as staging environments for SAP Ariba Strategic Sourcing and SAP Ariba Procurement are non-productive environments available to Customers to configure, model and/or promote new functionality features or integration configurations within such staging environments ("**Staging Environment")**, before implementing the changes in the productive Cloud Service. Staging Environments are deployed in hyperscaler landscapes located in the EU and will reflect the same hosting architecture as production environments. For clarification, Staging Environments are non-production environments, and therefore the Service Level Agreement for SAP Cloud Services and Data Processing Agreement for SAP Cloud Services do not apply. Customers are responsible for evaluating compliance with applicable data protection or other laws related to the duplication of personal data or other regulated data within a Staging Environment. Additional information on the scope, limitations and restrictions on Staging Environments is set forth in the Documentation for SAP Ariba solutions.

5.9. **SAP Business Network Discovery**. The SAP Business Network connects businesses seeking to acquire products or services ("**Buying Trading Partner**") with businesses offering products or services ("**Selling Trading Partner**") (together, "**Trading Partners**"), for collaboration using SAP applications, networks and third-party services (the "**SAP Business Network**"). The SAP Business Network Discovery Service ("**Discovery Service**") is an optional service on the SAP Business Network that enables Buying Trading Partners to identify Selling Trading Partners via search, recommendations or Posting matches. Postings submitted to the Discovery Service ("**Postings**") may only be initiated by a Buying Trading Partner interested in acquiring a product or service from a Selling Trading Partner.

5.9.1. **Postings and Responses.**

5.9.1.1. **Buying Trading Partner Postings**. RFQ and RFI Postings (including, but not limited to title, description, territories, company name, commodities, project amount and all attachments) submitted by a Buying Trading

Partner may be forwarded by SAP to, or viewed by, any user of the Discovery Service, unless “Private” Posting visibility is selected by the Buying Trading Partner.

5.9.1.2. **Selling Trading Partner Responses**. The details of a Selling Trading Partner’s response to a Posting (“**Response**”), including bid amount, will not be shared by SAP with users other than the Buying Trading Partner that submitted the applicable Posting.

5.9.2. **Representations Regarding Trading Partners.** SAP does not endorse any Trading Partners and does not make any representations or warranties with respect to any Selling Trading Partner or their products, services or conduct. SAP is not a party to any transaction between Trading Partners on the SAP Business Network.

5.9.3. **Profile and Business Contact Information**. Your profile information is part of the SAP Trading Partner database. You should not submit business contact information to the SAP Business Network or the Discovery Service that you wish to keep private.