**SAP Business Network Asset Collaboration**
**Supplemental Terms and Conditions**

This Supplement is part of an Agreement for SAP Cloud Services between SAP and Customer and applies only to SAP Business Network Asset Collaboration ("Cloud Service"). Any documents referenced in this Supplement are available upon request.

## 1. DEFINITIONS

**"Account Member"** means is a manufacturer of equipment, suppliers, operators of equipment, service providers and other business partners that have a current subscription to the Cloud Service.

**"Communications"** means is items such as announcements, notifications, alerts and advertisements sent from one Account Member to one or more other Account Members.

**"Connection"** means is an integration of two unique end points. Integration of two unique business organizations with a Connection ID managed in the Cloud Service.

**"Connection Count"** means connections are measured by the number of unique Account Member to Account Member relationships maintained in the Cloud Service.

**"Content"** means is information such as equipment, equipment specifications, model, instructions, documentation, attachments and other related information related to equipment.

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

**"Gigabyte"** is the amount of capacity in the Cloud Service.

**"Network"** means is the Cloud Service Network that allows Account Members to transmit, view and download Content and Communications.

**"Object"** is a data object, representing any physical object, managed via the Cloud Service.

**"Object Count"** means objects are measured by the total number of objects registered in the member account plus additional objects collaborated on by the Account Members across the Network including their Portal Invitees.

**"Portal Invitee"** means a business partner with access to the Customer's tenant without requiring a separate subscription to the Cloud Service

**"SAP HANA Storage"** means is SAP HANA memory storage measured in Gigabytes (GB).

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

## 2. CLOUD SERVICE

2.1. Memberships. The Cloud Service includes access to the Network that allows Account Members to share Content with other Account Members and to send and receive Communications. There are two memberships: SAP Business Network Asset Collaboration, basic membership ("Basic Membership") and SAP Business Network Asset Collaboration, premium membership ("Premium Membership").

2.1.1. A Basic Membership is a free restricted Account Member offered by SAP to enable organization to access the Cloud Service and collaborate on the Network. Basic Membership customers are not permitted to access or use the Cloud Service without invitation by a customer with the Premium Membership and are only permitted to collaborate with the customer who has invited them. Basic Membership customers cannot create portal invitees in the company profile neither invite other companies to join the Network as a Basic Membership.

2.1.2. Use rights of a Basic Membership. A subscription to the Basic Membership includes the right to

- Access to the Network.
- Access to Cloud Service functionality including APIs and backend integration.
- Manage content in the Cloud Service for the sole propose of sharing and collaborating with Premium Membership inviter accounts.

2.1.3. Use Rights for Premium Membership. A subscription to SAP Business Network Asset Collaboration, Premium Membership includes the right to:

- Access to the Network.
- Access to Cloud Service functionality including APIs and backend integration.
- Manage content in the Cloud Service.
- Invite other organizations to join Network via Basic Membership.
- Search and send / initiate a connection request to any member in the Network.
- Create unlimited Portal Invitees to collaborate with.
- Manage up to 2000 Objects, thereafter additional Objects are required.
- Manage up to 5 Connections, thereafter additional connections are required.

2.1.4. The Cloud Service may only be used for business-to-business use cases. Business-to-consumer use cases are not permitted.

## 3. FEES

3.1. The Pricing metric for the Cloud Service is Objects and Connections. If the Premium Membership Customer's Object Count is more than 2000 Objects with the Cloud Service, an additional subscription fee is required in blocks of 100. If Customer manages more than 5 Connections with the Cloud Service an additional subscription fee is required per Connection.

3.2. There is no fee for an Object Count in excess of 15,000,000, however Customer must subscribe to additional SAP HANA Storage in blocks 16GB as necessary to support the relevant Object Count if use of SAP HANA Storage exceeds 512GB.

3.3. Customer receives 32GB of SAP HANA Storage as part of the test tenant. Customer must subscribe to additional SAP HANA Storage in blocks 16GB as necessary to support the relevant test tenant if use of SAP HANA Storage exceeds 32GB

## 4. ADDITIONAL TERMS

4.1. Sharing of Content and Communications on the Network. Account Members can select which other Account Members they collaborate with on the Network, and this is managed through a request and approval process via the Cloud Service. Further, Customer can control which Account Members can access Customer Data in the form of Content and Communications it has pushed via the Network. Customer can discontinue sharing Customer Content and Communications with any specific Account Member at any time using the application features of the Cloud Service, provided that any Content and Communications that are downloaded from the Network by another Account Member will not be retrievable by Customer via the Network. Customer can use provided user interfaces and APIs in order to access its own Content and Content created by it on behalf of another Account Member during its subscription to the Cloud Service. Upon termination of Customer's subscription for the Cloud Service, Content in Customer's account will be retained by SAP in the account for 30 days, after which time it will deleted. Personal data in Customer's account will be deleted when the account is terminated or expires. Any Content pushed to the Network prior to Customer's account ending will remain in the Network.

4.2. Digital Vehicle Hub: SAP DVH is an extension of SAP AIN and is available for premium Account Members only. For customers using the SAP Digital Vehicle Hub functionality, the additional transactional data elements of the Digital Vehicle Hub vehicle are available for sharing via portal access to Portal Invitees only.

4.3. Personal Data. The Cloud Service is not designed to collect or store personal data, and Customer should not enter any such data in any free text fields of the Cloud Service.

4.4. Classified Parts: Customer acknowledges that any information and technology posted into the SAP Cloud may be subject to export control laws of various countries. Customer shall be responsible for implementing sufficient technical safeguards to ensure compliance with all such export control laws and regulations.

4.5. Use of Name. Any provisions in the Agreement on marketing notwithstanding, SAP may use Customer's name in the Cloud Service customers listing, which lists companies that have membership access to the Network. This listing is used to help companies identify which partners they may wish to collaborate with across the Network. Network membership data is managed by Customer and Customer can determine which information is listed.

4.6. Responsibility for Business Partners. Account Members may invite its business partners, via Portal Invitee, to access their tenant without requiring a separate subscription to the Cloud Service. Such access by business partners is

solely for purposes of sharing Content and collaborate with Customer's account. Such portal accesshas restricted access to API and backend integration.

4.7.     Customer receives 3 tenants (1 development, 1 test and 1 productive). If customer requires an additional tenant they can purchase this.

**5.        EU ACCESS**

The EU Access option is not available for the Cloud Service.

**6.        PACKAGED SAP PRODUCTS.**

The following SAP cloud services are included in the Cloud Service as described below. They may only beused in conjunction with the Cloud Service, and each is subject to separate Supplemental Terms located at http://sap.com/agreements-cloud-services-product-supplement (and available from SAP upon request). The maintenance windows for these products can be found in the Service Level Agreement for SAP cloud service.

6.1.     SAP Fiori Launchpad. Customer may use the SAP Fiori Launchpad and the underlying SAP Cloud Platform portal service only to launch the user interface of the Cloud Service.

**7.        OTHER TERMS.**

7.1.     Customer receives 3 tenants (1 development, 1 test and 1 productive). If customer requires an additional tenant they can purchase this.

7.2.     Customers may buy additional test and development tenants if they want to have more than a three-tier landscape. Customers wanting to provision additional productive tenants for different parts of their organization, ie to integrate to different ERP instances for example, may do so by purchasing three additional test and development tenants and for each three one can be allocated productive. Customer metric entitlements are audited at aggregate at global account level for audit purposes".