

## **SAP Data Intelligence, cloud edition Supplemental Terms and Conditions**

This Supplement is part of an Agreement for SAP Cloud Services between SAP and Customer and applies only to SAP Data Intelligence, cloud edition ("Cloud Service"). Any documents referenced in this Supplement are available upon request.

### **1. DEFINITIONS**

- 1.1 "Beta Functionality"** means functionality and technical services (including Application Programming Interfaces) offered by SAP that are; identified as "beta" or "alpha", not generally available for purchase, not validated and not quality assured in accordance with SAP's standard processes.
- 1.2 "Capacity Units"** means units of consumption that are consumed by the use of any of the Data Intelligence Services.
- 1.3 "Capacity Units of Measure"** are the types of metrics used to measure use of a particular Data Intelligence Service (e.g., hours, minutes, characters).
- 1.4 "Contract Month"** means a period starting on the day in a calendar month that is the same numerically corresponding day as the Agreement effective date, and ending on the numerically corresponding day in the next calendar month, except that if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last day in that calendar month.
- 1.5 "Data Intelligence Services"** means the individual services comprising the Cloud Service identified in the SAP Data Intelligence Services Usage Metric Detail found here [https://www.sap.com/about/cloud-trust-center/cloud-service-level-agreements/cloud-services.html?tag=language:english&search=Supplement&sort=title\\_asc](https://www.sap.com/about/cloud-trust-center/cloud-service-level-agreements/cloud-services.html?tag=language:english&search=Supplement&sort=title_asc), as may be updated by SAP from time-to-time with additional Data Intelligence Services.
- 1.6 "Value"** means the numerical value assigned to a specific Data Intelligence Service that, when multiplied by the number of Capacity Units of Measure used, results in the Capacity Units consumed.

**2. CLOUD SERVICE.** The Cloud Service is a collection of Data Intelligence Services that act as building blocks for building enterprise applications. They are offered as APIs on SAP Cloud Platform.

### **3. FEES**

- 3.1 Usage Metrics.** The Usage Metric for the Cloud Service is Capacity Units per Contract Month. Each Data Intelligence Service has a corresponding Capacity Unit of Measure and Value as specified in the SAP Data Intelligence Usage Metric Detail. To calculate the number of Capacity Units consumed through use of a Data Intelligence Service, the total amount of Capacity Units of Measure used during the Contract Month is multiplied by the Value to arrive at the number of Capacity Units consumed by that Data Intelligence Service. Customer may consume Capacity Units up to the total amount stated in the Order Form for each Contract Month. By way of example, a Data Intelligence Service with a Capacity Unit of Measure in hours that is used for five hours in a Contract Month, with a corresponding Value of 1.15, would result in the consumption of 5.75 Capacity Units.
- 3.2 No Roll Over.** Any unused Capacity Units in a Contract Month will not roll over for use in any subsequent Contract Month.
- 3.3 Reporting.** SAP will make available to Customer on a monthly basis a report of the actual amount of Capacity Units consumed by Customer in the preceding Contract Month.

**4. ADDITIONAL TERMS**

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

**4.2 Beta Functionality.** Customer may only use Beta Functionality for non-productive testing and evaluation. SAP may require Customer to accept additional terms to use Beta Functionality. SAP does not warrant or guarantee the correctness and completeness of the Beta Functionality, and Customer will use Beta Functionality at its own risk. SAP may discontinue providing Beta Functionality at any time and SAP makes no commitment that Beta Functionality will be generally available for productive use. Service level agreements and support obligations do not apply to Beta Functionality. No personal data may be processed using Beta Functionality.

**4.3 Restrictions.** Customer shall not use any Data Intelligence Service to create, train, or improve (directly or indirectly) a similar or competing service.