SAP Data Migration Acceleration by Palantir Cloud Service

Supplemental Terms and Conditions

This Supplement is part of an Agreement between SAP and Customer and applies solely to the SAP Data Migration Acceleration by Palantir Cloud Service.

1. DEFINITIONS

1.1. "**Foundry Compute**" is a compute resource consumed by user-initiated Foundry processing (e.g., a user initiating a data transformation) measured in compute seconds.

1.2. "**Foundry Ontology**" is storage required to index and serve ontology-backed objects for fast lookup in user-facing applications within Foundry measured in gigabytes per month.

1.3. "**Foundry Storage**" is persistent storage for user-driven data stored in Foundry, including raw and derived datasets. This is the platform's default storage tier for data measured in gigabytes per month.

1.4. "**SAP Data Migration package by Palantir**" is the overarching solution, identified in Schedule 1 of the Order Form, that combines SAP Data Migration Acceleration by Palantir as well as other Cloud Services identified in the Order Form (together the "**Combined Services**").

2. USAGE METRIC

The Usage Metric for this Cloud Service is Cloud Spend. Cloud Spend is the amount spent on identified Cloud Services.

3. ADDITIONAL TERMS

3.1. Infrastructure Entitlements

3.1.1. **Included Infrastructure Entitlements.** For each one million U.S. dollars ("**$1M**") in Combined Services purchased, Customer is eligible to use infrastructure capacity, for one selected Region only, as designated by Customer during provisioning, equal to the types and quantities set forth in the table below for that Region. Where the total Combined Services purchase amount is not equally divisible by $1M, the included entitlement shall be proportionally adjusted.

Infrastructure Entitlement by Region:

Region	Foundry Compute	Foundry Ontology	Foundry Storage
North America	615.3M	3,600	423k
South America	423M	2,400	245k
EEA & UK	520.6M	3,100	415k
APAC & ME	423M	2,900	386k

3.1.2. **Additional Infrastructure Entitlements ("Entitlement Package(s)").** Entitlements Packages are a set of defined entitlements, as set forth below. Customer may purchase Entitlements Package(s) for the same Region selected above that will co-term with Customer's Initial Subscription Term. Customers with an existing agreement with Palantir, must purchase Entitlements Package(s) directly from Palantir.

Additional Infrastructure Entitlement Packages By Region:

Region	Foundry Compute	Foundry Ontology	Foundry Storage
North America	6.153M	36	4.23k
South America	4.23M	24	2.45k
EEA & UK	5.206M	31	4.15k
APAC & ME	4.23M	29	3.86k

3.2. **Currency**

If the contract value currency for Combined Services is denominated in a currency other than U.S. dollars (a "Non-USD Currency"), then solely for the purposes of determining Customer's infrastructure entitlement under Section 3.1.1., each reference to "$1M" will be converted into the applicable Non-USD Currency using the exchange rate published by the *European Central Bank* on the first day of the calendar quarter in which the applicable Order Form is executed (the "Exchange Rate"), as published in the Euro Foreign Exchange Reference Rates (or any successor source), available at: https://data.ecb.europa.eu/data/datasets/EXR/EXR.M.USD.EUR.SP00.A.

> For example: For an Order Form executed during calendar quarter Jan 1 – March 31, the $1M referenced above will be converted to such Non-USD Currency based upon the Exchange Rate in effect on Jan 1 (and likewise on Apr 1 for Order Forms executed during Apr 1 – June 30; Jul 1 for Order Forms executed during Jul 1 – Sep 30; and Oct 1 for Order Forms executed during Oct 1 – Dec 31).

3.3. **ABAP Addon**

Customer may access an on-premise component ("**ABAP Addon**"), which is available until 31 December 2026 ("**Removal Date**"). The ABAP Addon must not be accessed or used after the Removal Date.

4. SUPPORT

4.1. **General**

4.1.1. Customer may contact SAP's support organization for support services as set forth below:

a) SAP's customer facing support website, the "SAP Support Portal", available at: https://support.sap.com;

b) Global case handling 24x7 (English only for all priorities);

c) Remote SAP support content. Remote support content in various formats which may include live and recorded webinars, tutorials, best practices, and self-paced learning materials, release update information, product roadmaps; and

d) Support via web and platform for social business collaboration, including social media-based empowerment and collaboration, with peers and SAP experts.

4.1.2. Customer acknowledges and agrees that support is provided on a "best efforts" basis. Due to technical factors, including timing differences relating to short-term release and content updates, the most current information may, in some cases, be available only from Palantir. Where necessary, SAP will cooperate with Palantir, including by sharing support case information, to provide support, to the extent Palantir makes such support available to SAP.

4.2. **Customer Responsibilities**

4.2.1. Customer shall designate at least 2 and up to 5 qualified English-speaking contact persons per Cloud Service (each a "**Customer Contact**"). Customer Contacts may include: (i) a designated support contact, (ii) authorized support contact, (iii) key user, (iv) application administrator, or (v) system administrators who is authorized to contact or access the Customer Interaction Center via https://support.sap.com/contactus and support services.

4.2.2. The Customer Contact is responsible for managing all business-related tasks of the Cloud Service related to Customer's business, such as:

a) supporting end users and manage their cases. This includes searching for known solutions in available documentation and liaising with SAP in the event of new problems;

b) managing background jobs and the distribution of business tasks across users (if available);

c) managing and monitor connections to Customer's third-party systems (if available); and

d) supporting the adoption of the Cloud Service.

4.2.3. Customer must provide current contact information, including an e-mail address and telephone number for each Customer Contact and/or an authorized representative who can be reached as needed. SAP will use the

contact information of Customer Contacts, their authorized representatives, and any other individuals submitting support cases in accordance with the SAP for Me Privacy Statement, available at: https://me.sap.com/assets/legal/privacy.html, or, if support cases are submitted through Built-In Support, the Built-In Support Privacy Statement, available at: https://help.sap.com/docs/built-in-support/privacy-statement. Customer is responsible for maintaining and updating Customer Contact information through SAP's Customer Support Website. Only authorized Customer Contacts may contact SAP's support organization.

4.2.4. Customer Contact shall reasonably cooperate with SAP in the resolution of support cases and shall possess sufficient technical expertise and knowledge of Customer's Cloud Services configuration to provide the information necessary for SAP to reproduce, troubleshoot and resolve reported errors.

4.3. **Updates**

SAP may update the support, set forth herein, as long as SAP maintains a comparable or better level of support.

5. SERVICE AVAILABILITY, SLA EXCLUSIONS AND CREDITS

5.1. **Applicability**

Notwithstanding anything to the contrary in the applicable Service Level Agreement for Cloud Services, for the purposes of calculating the System Availability Percentage and any Credits the following additional exclusions shall apply solely with respect to the Cloud Service and shall be in addition to the standard definition of Excluded Downtime contained in the Service Level Agreement.

5.2. **Additional Excluded Downtime**

SAP, Palantir, and their respective subcontractors shall have no liability for any failure to meet the applicable System Availability SLA to the extent arising from:

a) Customer's use of the Cloud Service, underlying Palantir technology, or related documentation in a manner not authorized under the Agreement or applicable documentation, including any alteration, modification, misuse, negligence, or unauthorized access by Customer, its Affiliates, or Authorized Users;

b) Customer Data, third-party content provided by Customer, or Customer-provided configurations;

c) Customer equipment, networks, connectivity, infrastructure, security controls, or other systems under Customer's control;

d) functionality, services, features, or capabilities designated by Palantir as beta, preview, evaluation, pilot, early-access, non-production, limited availability, or not generally available;

e) acts, omissions, failures, delays, or interruptions of third parties, including third-party software, hardware, telecommunications providers, cloud providers, interfaces, APIs, services, products, or systems not supplied by SAP or Palantir or their respective subcontractors;

f) evaluation, trial, proof-of-concept, no-charge, demonstration, or testing use of the Cloud Service;

g) Customer's failure to implement patches, updates, workarounds, configuration changes, or corrective actions made available by SAP or Palantir, where such failure materially contributes to the unavailability;

h) custom scripts, code, integrations, connectors, extensions, modifications, or other developments not provided as part of the standard Cloud Service;

i) Emergency Maintenance (any action(s) undertaken by Palantir in response to an information security-related event or emergency restore from backup) and Scheduled Maintenance (any pre-scheduled maintenance related action(s) undertaken by Palantir, if any).

5.3. **SLA Credits**

5.3.1. To request a Credit, Customer must notify SAP within 14 days from the time the alleged Downtime occurred by submitting a written request with, at a minimum, the following details: i. The words "Palantir Service Credit Request" in the subject header; ii. A detailed description, including dates and times, explaining when and why the Customer believes the specified Sub-Component was Unavailable; iii. If available, any corroborating resource IDs, datasets, objects, logs or data, with sensitive or confidential information removed by Customer.

5.3.2. Except for communications relating to a Customer Credit request, SAP has no reporting obligations to Customer under the Service Level Agreement for Cloud Services.