SAP Digital Currency Hub

Supplemental Terms and Conditions

This Supplement is part of an Agreement between SAP and Customer and applies solely to the SAP Digital Currency Hub Cloud Service (the "**Cloud Service**").

1. DEFINITIONS

1.1. "**Digital Currency**" means a digital representation of a medium of exchange, including virtual and fiat currencies, whether or not redeemable in money, that does not have legal tender status.

1.2. "**Digital Currency Wallet Provider**" means a third-party financial institution or other provider of Digital Currency products or services that Customer selects and separately contracts with for the holding and transfer of Customer's Digital Currencies.

1.3. "**Export Laws**" means all applicable import, export control and sanctions laws, including without limitation, the laws of the United States, the EU, and Germany.

1.4. "**Money Transmission**" means the acceptance of Digital Currency or other currency, funds, or other value that substitutes for currency from one person, and the transfer of Digital Currency or other currency, funds, or other value that substitutes for currency to another person, entity, or location by any means, including electronically, through the internet, an application, a network of persons, or an informal value transfer system.

1.5. "**Money Transmitter**" means a person or entity that engages in Money Transmission in a manner that is subject to financial services laws and regulation, including any licensing or registration requirements.

1.6. "**Transaction**" is any message, job, action, response, and/or task processed via the Cloud Service. For this Cloud Service, each incoming or outgoing transfer, in increments of up to 100,000 tokens, is counted as a Transaction. For example, an incoming transfer in the amount of 20,000 tokens would be counted as one (1) Transaction, and an outgoing transfer in the amount of 100,001 tokens would be counted as two (2) Transactions.

2. USAGE METRIC

2.1. The Usage Metric for the Cloud Service is Transaction in blocks of 1,200.

2.2. During the Subscription Term, Customer must be subscribed to a minimum of two (2) blocks of Transactions.

2.3. The Cloud Service includes one (1) productive tenant and one (1) non-productive tenant. The non-productive tenant may only be used for non-productive development and testing. Transactions made in the non-productive tenant are not counted towards subscribed Transactions. However, the total Transaction made in the non-productive tenant shall not exceed ten percent (10%) of the total number of subscribed Transactions.

2.4. The Cloud Service Usage Metric is a yearly entitlement and depletes with usage.

3. DIGITAL CURRENCY WALLET PROVIDERS

3.1. The Cloud Service is a technical integration service that facilitates Customer's processing of Transactions in supported Digital Currency with Customer's Digital Currency Wallet Provider. Customer may use the Cloud Service only in connection with Digital Currency Wallet Providers that are E.U.- or U.S.-regulated financial institutions. For purposes of this Supplement, (i) a "U.S.-regulated financial institution" means a financial institution chartered or licensed in the United States and subject to oversight by a U.S. federal or state banking or financial regulatory authority, and (ii) an "E.U.-regulated financial institution" means a financial institution authorized and supervised under European Union law and subject to oversight by an E.U. regulatory authority (e.g., the European Central Bank or a national competent authority) in accordance with E.U. financial regulations and directives. Customer is solely responsible for evaluating any Digital Currency Wallet Provider it chooses to use in connection with the Cloud Service, including with respect to compliance with laws and regulations, operational reliability, and related risks. SAP does not control, has no responsibility for, and shall bear no liability arising from, the acts, omissions, products, or services of Customer's Digital Currency Wallet Provider.

3.2. Subject to Customer's obligation set out in Section 3.1., SAP's role is limited to supplying the infrastructure and APIs to Customer necessary to facilitate (i) the delivery of Customer's instructions to Customer's Digital Currency Wallet Provider to initiate a transfer of Digital Currency and (ii) Customer's access to financial information regarding Customer's Digital Currency balances held with Customer's Digital Currency Wallet Provider. The Cloud Service does not perform any Money Transmission activities. SAP is not a Digital Currency Wallet Provider, nor does it issue, administer, hold, receive, or transmit Digital Currency. SAP does not take possession or control of Customer's Digital Currencies, funds, or private keys, or custody or safeguard Digital Currencies on behalf of Customer or any third party. SAP does not engage in Money Transmission, virtual currency business activity, or any regulated financial services in connection with the Cloud Service.

4. MIDDLEWARE AND DIRECT INTEGRATIONS

4.1. Customer acknowledges and agrees that the transmission and receipt of a Digital Currency payments requires that Customer use either (i) Customer-provided software that is developed by Customer or licensed from a third party that meets the requirements specified in the Documentation, or SAP-provided software ("**Middleware**") or (ii) integrations provided by SAP's affiliate, Tereina, LLC ("**Direct Integrations**") to facilitate access to Customer's Digital Currency Wallet with Customer's Digital Currency Wallet Provider. The use of Middleware and Direct Integrations may be subject to separate terms and conditions.

4.2. Middleware operates in an independent runtime environment under the exclusive control of Customer, and Customer has the sole authority over its configuration, operation, and use. Customer shall remain the sole holder of the API login credentials, certificates, and any other authentication information required to access Customer's Digital Currency Wallet Provider via Middleware. SAP shall bear no responsibility for the integration of Customer-provided Middleware with the Cloud Service, nor shall it be liable for the performance or malfunction of the of Customer-provided Middleware, including but not limited to the failure to transmit or receive a Digital Currency payment. SAP shall have no technical capability to access the systems of Customer's Digital Currency Wallet Provider independently, and any communication between the Cloud Service and the Digital Currency Wallet Provider shall at Customer's sole direction and execution. For the avoidance of doubt, Customer retains the sole technical ability to filter, modify, or reject any request transmitted by the Cloud Service via the Customer Software or SAP Integration before any transmission is made to Customer's Digital Currency Wallet Provider.

4.3. Direct Integrations may only be used by and for the benefit of Customer or its Affiliates that are domiciled in the United States. SAP reserves the right to suspend or terminate Customer's use of such Direct Integrations immediately if Customer or its Affiliates cease to qualify as United States-domiciled entities.

4.4. SAP shall have no technical capability to access the systems of Customer's Digital Currency Wallet Provider independently, and any communication between the Cloud Service and the Digital Currency Wallet Provider shall at Customer's sole direction and execution. For the avoidance of doubt, Customer retains the sole technical ability to filter, modify, or reject any request transmitted by the Cloud Service via Middleware before any transmission is made to Customer's Digital Currency Wallet Provider, and in the case of Direct Integrations, capabilities provided by the Digital Currency Wallet Provider should be used to approve operations. SAP shall bear no responsibility for the integration of Customer Software with the Cloud Service, nor shall it be liable for the performance or malfunction of the Customer Software, including but not limited to the failure to transmit or receive a Digital Currency payment. SAP shall not be liable for compliance with any laws or regulations that are applicable to Middleware or Direct Integrations, including licensing and reporting obligations.

5. CONTROL OF DIGITAL CURRENCY

5.1. Customer fully controls the Digital Currency stored in its Digital Currency Wallet, and Customer represents and warrants that Customer is legally authorized to (i) access any Digital Currency Wallet that Customer uses in connection with the Cloud Service and (ii) issue instructions to initiate a transfer of Digital Currency with respect to such Wallet. Customer is solely responsible for meeting any requirements of Customer's Digital Currency Wallet Provider necessary to use the Cloud Service with respect to Customer's Digital Currency Wallet. Customer agrees that SAP is not responsible for any losses Customer might suffer as a result of the Cloud Service's delivery of any instructions or requests of Customer to Customer's Digital Currency Wallet Provider, and Customer is responsible for ensuring that Customer's Digital Currency Wallet is kept secure. Customer acknowledges that prices of Digital Currencies may fluctuate and agrees that SAP will have no liability for any losses caused by fluctuations or other changes to amount or value of the Digital Currency in Customer's Wallet.

5.2. Customer may only use the Cloud Service for Transactions with supported Digital Currency, as specified in the Documentation. SAP will have no responsibility for any transactions of unsupported Digital Currency. Customer will not use the Cloud Service to initiate unlawful payment transactions, including for the sale or purchase of goods or services that are prohibited under general laws or specific sanctions or export control regulations.

5.3. SAP provides support to Customer relating solely to the Cloud Service. Customer's Digital Currency Wallet Provider retains sole and exclusive responsibility for the provision of Digital Currency products or services, including with respect to the holding, custody, and transfer of Digital Currencies.

5.4. SAP is not responsible for the operation of the protocols underlying any Digital Currency and does not guarantee the functionality or security of network operations. In particular, the underlying protocols may be subject to sudden changes in operating rules (including "forks"). Any such operating changes may materially affect the availability, value, functionality, and/or the name of Customer's Digital Currency. SAP does not control the timing and features of these operating changes. Customer acknowledges that Digital Currencies may be subject to technological, legal or economic risks, including volatility in value, regulatory changes, operating changes, smart contract vulnerabilities, fraud, or loss of access. SAP is not liable for delays, failures, or problems inherent in use of the Digital Currencies or other systems outside SAP's control.

6. ADDITIONAL TERMS

6.1. The Cloud Service may only be used to process Transactions by Customer or its Affiliates that are domiciled in the United States or European Union, unless otherwise provided in the Documentation.

6.2. Customer acknowledges that use of the Cloud Service is subject to the sanctions and export control laws and regulations of the European Union, the United States, and Germany and may be subject to sanctions and export control laws in other jurisdictions. Customer, its Affiliates, and Authorized Users agree that its use of the Cloud Service will comply with all applicable anti-money laundering (AML) and Export Laws". Customer will not engage in any activities, directly or indirectly, that cause SAP or its shareholders, directors, officers, employees, or other representatives to violate AML and Export Laws. Notwithstanding any other provision of this agreement, SAP shall not be required to take any action that would cause it to violate AML and Export Laws. Any delay or failure to perform an obligation under this Agreement that is required to ensure compliance with AML and International Trade Laws shall not constitute a breach of this Agreement. Customer shall indemnify, hold harmless and defend SAP, its Affiliates, and their respective shareholders, directors, officers, employees, agents, representatives, successors assigns, and customers from and against any and all claims, actions and proceedings, and all associated liabilities, damages, losses, costs and expenses arising out of or related to (a) any failure by Customer or its employees, agents or subcontractors to comply with AML and International Trade Laws or (b) any action or omission by Customer that directly or indirectly causes SAP, its Affiliates, or their respective shareholders, directors, officers, employees, agents, representatives, successors assigns, or customers to violate AML and Export Laws. SAP reserves the right to suspend services and/or terminate this agreement immediately if SAP reasonably believes that Customer has or may in the future breach its obligations under this Section 6.2 or otherwise violate AML and Export Laws.