

SAP ERP, private 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 ERP, private cloud edition and its optional add-ons to which Customer is subscribed. Any documents referenced in this Supplement are available upon request.

1. CLOUD SERVICE

- 1.1. The Usage Metrics and additional terms of each of SAP ERP, private cloud edition and its optional add-ons ("SAP ERP PCE") are described in the SAP ERP, private cloud edition Service Description Guide document found at <https://www.sap.com/about/agreements/policies/service-specifications.html> ("Service Description Guide").
- 1.2. Certain features integrated in the SAP ERP PCE Cloud Services may be provisioned on the SAP Cloud Platform, a multi-tenant cloud platform ("Cloud Features"). Such Cloud Features, and any additional terms applicable to the Cloud Features, are set forth in the Service Description Guide.
- 1.3. Cloud Service Software may only be accessed and used as a part of and in conjunction with the SAP ERP PCE Cloud Services subscribed by Customer. "Cloud Service Software" means the software included in the SAP ERP PCE Cloud Service as part of the Cloud Service.
- 1.4. The Cloud Service will be discontinued and no longer available after December 31, 2030, and notwithstanding any terms to the contrary in the Agreement, Customer's subscription to the Cloud Service shall not extend beyond December 31, 2030.
- 1.5. Unless otherwise indicated in the Service Description Guide, the Cloud Service Software will be supported under Mainstream Maintenance through December 31, 2027. Thereafter, Extended Maintenance will apply for the Cloud Service Software from January 1, 2028 through December 31, 2030 ("Extended Maintenance Term"). Such support is provided according to the current maintenance phases of SAP software releases as described in the SAP Release and Maintenance Strategy, available at <https://support.sap.com/releasesstrategy>. Customer acknowledges and agrees that the Cloud Service fees for SAP ERP, private cloud edition shall be increased by 5% during the Extended Maintenance Term and that this increase is separate and in addition to any renewal fee increase set forth in the Order Form. Additionally, during the Extended Maintenance Term, the System Availability Service Level shall not apply to the Cloud Service.

2. ADDITIONAL TERMS

- 2.1. System Maintenance
 - 2.1.1. SAP performs regular, scheduled maintenance activities to maintain OS security patch levels, database and application patches, infrastructure (network, compute, storage) maintenance and other scheduled proactive activities. Such maintenance activities will be reasonably scheduled for date, time and duration as mutually agreed in advance between SAP and Customer ("Scheduled Downtime") based on requirements and resources. If Customer fails to cooperate with the scheduling and/or performance of such maintenance activities in a timely manner as recommended by SAP, Customer shall be solely responsible for any resulting issues in the Cloud Service, including unexpected downtime.
 - 2.1.2. Notwithstanding the foregoing, SAP reserves the right to perform Emergency Maintenance activities at any time without Customer's prior consent. SAP will use reasonable efforts to provide Customer with forty-eight (48) hours advance notice regarding performance of Emergency Maintenance. In case of Cloud Service downtime during such Emergency Maintenance, such downtime will be considered to be "Emergency Downtime" as defined in the SLA (defined in Section 2.3 below). "Emergency Maintenance" are maintenance activities required to address any unforeseeable circumstances aiming to prevent significant impact to the Cloud Service. Such situations include application of critical application patches and operating system security patches (security patches with priority "very high") and/or performing critical operating system activities (urgent upgrades and/or refresh of shared components).

- 2.1.3. Customer is responsible for requesting and coordinating with SAP the application of non-critical security patches (all security patches with priorities "high", "medium", or "low") by way of a service request ticket. Such patches will be applied during Scheduled Downtime or other Agreed Downtime, as defined in the SLA.
- 2.2. **Support.** Support for the Cloud Service will be provided by SAP as described in the Support Policy for SAP Cloud Services referenced in the Order Form, as supplemented by the description in Attachment 1 to this Supplement. The support services described in the Agreement may only be used to support Cloud Services to which this Agreement applies, as specified in the Order Form, and may not be used to support any other SAP products or third-party solutions.
- 2.3. **Service Level Agreement.** The Service Level Agreement applicable to the Cloud Service is the Service Level Agreement for SAP HANA Enterprise Cloud; RISE with SAP S/4HANA Cloud, private edition; SAP ERP, private cloud edition; and SAP S/4HANA, extended edition ("SLA"), except the 99.5% System Availability service level in the SLA is replaced with 99.7%. The Service Level Agreement for SAP Cloud Services does not apply.
- 2.4. **Modifications and Add-Ons.** Customer has the right to develop and use Modifications and/or Customer Add-ons and use Additional Add-ons to the SAP Cloud Service Software in furtherance of its permitted use of the Cloud Service under this Agreement.

Customer is responsible for all installation, management and support for any Add-ons (excluding Add-ons made available as an SAP ERP PCE Cloud Service). Customer is responsible for testing and resolving source code, compatibility issues, security vulnerabilities or other conflicts that may arise from Modifications and Add-ons permitted under this Agreement and any patches or workarounds or other changes provided by SAP for the Cloud Service Software, in a timely manner. Customer will promptly inform SAP about any such Modifications, Customer Add-ons or Additional Add-ons. Modifications and Add-Ons must not enable the circumventing of any restrictions set forth in the Agreement, nor impair or degrade the performance, system availability, operability or security of the Cloud Service. For the avoidance of doubt, SAP reserves the right to restrict or require the removal any Add-ons that it determines may pose any such risk to the Cloud Service.

Customer Add-ons and all rights associated therewith, shall be the exclusive property of Customer subject to SAP's rights in and to the Cloud Service and Cloud Materials; provided Customer shall not commercialize any such Customer Add-ons developed under this Agreement. In exchange for the right to develop Customer Add-ons under the Agreement, Customer covenants, on behalf of itself, successors and assigns, not to assert against SAP SE, their Affiliates or licensors, any rights in Customer Add-on, or any claims of any rights, against any SAP product, service or future SAP development.

"Add-on" means any development that adds new and independent functionality to the SAP Cloud Service Software, but does not modify existing SAP functionality, and is developed using SAP application programming interfaces or other SAP code that allows other software products to communicate with or call on SAP Cloud Service Software. All Add-ons developed by SAP, independently or jointly with Customer, shall be considered Cloud Material.

"Additional Add-on" means any Add-on that is not a Customer Add-on and is published by SAP as an SAP certified Add-on on the SAP Certified Solutions Directory, an ABAP-only Add-on within the ABAP stack, or an Add-on made available as an SAP ERP PCE Cloud Service.

"Customer Add-on" means an Add-on developed by or on behalf of Customer without SAP's participation.

"Modification" means (i) a change to the delivered source code or metadata; or (ii) any development, other than a change to the delivered source code or metadata, that customizes, enhances or changes existing functionality of the SAP Cloud Service Software including, but not limited to, the creation of any new application program interfaces, alternative user interfaces or the extension of SAP data structures; or (iii) any other change to the SAP Cloud Service Software (other than an Add-on) utilizing or incorporating any Cloud Materials. For purposes of this Cloud Service, Cloud Materials include any and all Modifications.

- 2.5. **Other Customer-Provided Software.** Except as set forth in Section 2.4 above in connection with Add-ons, Customer may not use any other Customer-provided Software in the Cloud Service, including on the operating system. In the event that SAP, on an exceptional basis, permits Customer to use any such Customer provided software, each of the requirements and restrictions applicable to Add-Ons set forth in Section 2.4 above shall

apply to such Customer-provided software. Additionally, Customer acknowledges that additional fees may apply in connection with management and support of such Customer-provided software in the Cloud Service.

- 2.6. **Customer Data Return.** Prior to termination or expiration of the Subscription Term, at Customer's request, SAP shall provide to Customer, within a reasonable time period in a reasonable backup media format utilized by SAP, a final export of the Customer Data stored in the SAP ERP PCE System. Customer must verify the usability of this export within two weeks of receipt. In the event Customer does not provide verification within the two-week period, the exported Customer Data shall be deemed usable.
- 2.7. **EU Access.** The EU Access option is not available for the Cloud Service.
- 2.8. **Additional Service.** Customer may request Additional Services, (or the SAP Services Team may request such services on Customer's behalf) through a service request on the SAP Service Request Platform. SAP will inform Customer (or Partner, if applicable) of the fees that will apply to the requested Additional Service, and Customer (or Partner, if applicable) shall confirm the purchase of such service. Any Additional Services completed by SAP will be invoiced monthly in arrears. "Additional Services" are specific tasks related to the Cloud Service systems identified in the Roles and Responsibilities Documentation as "Additional Service".

3. CUSTOMER RESPONSIBILITIES

- 3.1. SAP's provision, operation and support of the Cloud Service is subject to Customer's reasonable cooperation and providing necessary information, authorizations and qualified resources for such activities. Customer authorizes SAP to set up and use an administrative user in the business client of the Cloud Service systems as needed to provision and confirm Customer's subscribed usage and technical compliance of the Cloud Service.
- 3.2. In connection with Customer's obligations related to Customer Data under the Agreement, Customer Data includes all Customer-provided Software used in the Cloud Service environment.
- 3.3. Customer is responsible for the definition, documentation and execution of its business processes in the context of the Cloud Service, including, but not limited to, configuration of systems management and application and data security policies, batch processing requirements, and compliance with other governmental or regulatory requirements applicable to Customer. Customer is responsible for providing SAP necessary and sufficient documentation of its applicable processes and Customer Add-ons in order for SAP to perform its responsibilities under the Agreement.
- 3.4. Customer is responsible for having upgrades and new releases of the Cloud Service Software installed. Technical installation of such upgrades and new releases is performed by SAP on request.

Subject to Section 1.5 above, Customer must use a version or release of the Cloud Service Software for which software maintenance and support are current, as provided by SAP. For purposes of this provision, "current" means it is covered by Mainstream Maintenance or Extended Maintenance as it's made available by SAP. SAP may make available Mainstream Maintenance or Extended Maintenance through a single Cloud Service Software version or a sequence of Cloud Service Software versions.

All Customer Add-ons, simplification and incompatibility checks must be executed by Customer. Customer is responsible for evaluating the results of such checks to ensure that implemented business processes, backend and frontend applications and integrations are running after changes to the Cloud Service Software. If SAP is not able to perform such upgrades due to the lack of Customer's cooperation, (i) SAP's ability to provide support may be limited and SAP assumes no responsibilities for such limitations and (ii) the System Availability Service Levels in the SLA shall not apply.

- 3.5. Customer is responsible for the connection to the Cloud Service, including the Internet connection to the Point of Demarcation. SAP's responsibility shall not extend beyond the Point of Demarcation. Point of Demarcation means the outbound firewall (or, in case of a VPN for access, the point of connection of the SAP network to the VPN) of SAP's computing environment used to provide the Cloud Service.
- 3.6. Customer is responsible for obtaining all necessary rights from third parties required for SAP to run and host any Customer-provided software in the Cloud Service environment. Customer will, at SAP's request, provide written verification of such rights. Customer grants to SAP the nonexclusive right to use the Customer-provided software for the sole purpose of and only to the extent necessary for SAP to provide the Cloud Service.

- 3.7. If Customer fails to fulfill any Customer obligations set forth in this Supplement, Customer agrees that such failure may result in delays and additional fees.

Attachment 1 to
SAP ERP, private cloud edition Supplemental Terms and Conditions
Support Services

This Attachment sets forth the support services provided in addition to the support services of SAP Enterprise Support, cloud editions in the Support Policy for SAP Cloud Services under the Agreement. This Attachment does not apply to Cloud Features.

1. SCOPE OF ADDITIONAL SUPPORT SERVICES

SAP additional support services apply to the Enterprise Support Solutions, and such additional support services currently include the items set forth in this Section 1.

1.1. Continuous Improvement and Innovation

- 1.1.1. SAP may make available ABAP source code for SAP software applications included in Enterprise Support Solutions (excluding third-party software) and additionally released and supported function modules.
- 1.1.2. Software change management, such as changed configuration settings or Enterprise Support Solutions software upgrades, is supported, for example, with content, tools and information material.

1.2. Global Support Backbone

- 1.2.1. SAP Notes on SAP's Customer Support Website document software malfunctions and contain information on how to remedy, avoid and bypass errors. SAP Notes may contain coding corrections. SAP Notes also document related issues, customer questions, and recommended solutions (e.g. customizing settings).
- 1.2.2. SAP Note Assistant, a tool to install specific corrections and improvements to SAP components, is included.

1.3. Mission Critical Support

For Customer custom code built with the SAP development workbench, SAP provides mission-critical support root-cause analysis (Root Cause Analysis for Custom Code), according to the Global Incident Handling process and response levels for priority "very high" and priority "high" incidents as set forth in section 4 (Customer Response Levels) of the Support Policy for SAP Cloud Services. If the Customer custom code is documented according to SAP's then-current standards (for details see <http://support.sap.com/supportstandards>), SAP may provide guidance to assist Customer in issue resolution.

1.4. SAP Application Lifecycle Management

- 1.4.1. Subject to Customer's purchase of one of the SAP Solution Manager for SAP ERP, private cloud edition add-ons, Customer may access and use SAP Solution Manager Enterprise Edition (and any successor to SAP Solution Manager Enterprise Edition provided hereunder) during the Subscription Term solely for the following purposes under SAP Enterprise Support, cloud editions: (i) delivery of SAP Enterprise Support, cloud editions, and (ii) application lifecycle management for Enterprise Support Solutions and other SAP cloud or on-premise solutions for which Customer has a current support agreement with SAP. Such application lifecycle management is limited solely to the following purposes:
 - i. implementation, configuration, testing, operations, continuous improvement and diagnostics;
 - ii. incident management (service desk), problem management and change request management as enabled using SAP CRM technology integrated in SAP Solution Manager Enterprise Edition (Customer does not require a separate package license to SAP CRM);
 - iii. mobile application lifecycle management scenarios using SAP NetWeaver Gateway (or equivalent technology) integrated in SAP Solution Manager Enterprise Edition;
 - iv. management of application lifecycle management projects for Customer IT Solutions using the project management functionality of SAP Project and Portfolio Management integrated in SAP Solution Manager Enterprise Edition. (However, the portfolio management functionality of SAP Project and Portfolio Management is not in scope of SAP Solution Manager Enterprise Edition and will need to be licensed separately by Customer); and

- v. administration, monitoring, reporting and business intelligence as enabled using SAP NetWeaver technology integrated in SAP Solution Manager Enterprise Edition. Business intelligence may also be performed provided the appropriate SAP BI software is licensed by Customer as part of the Enterprise Support Solutions.
- 1.4.2. SAP Solution Manager Enterprise Edition may not be used for purposes other than those stated above. Without limiting the foregoing restriction, Customer shall especially without limitation not use SAP Solution Manager Enterprise Edition for:
- i. CRM scenarios such as opportunity management, lead management, or trade promotion management except as CRM scenarios are expressly stated in Section 1.4.1;
 - ii. SAP NetWeaver usage types other than those stated above;
 - iii. application lifecycle management and in particular incident management (service desk) except for Customer IT Solutions;
 - iv. non-IT shared services capabilities, including without limitation HR, Finance or Procurement;
 - v. SAP Project and Portfolio Management including but not limited to portfolio management or project management other than management of application lifecycle management projects as described above in Section 1.4.1; or
 - vi. SAP NetWeaver Gateway, except for the mobile application lifecycle management scenarios within the scope described above in Section 1.4.1.
- 1.4.3. SAP in its sole discretion may update from time to time on SAP's Customer Support Website under <http://support.sap.com/solutionmanager> the use cases for SAP Solution Manager Enterprise Edition under this Section 1.4.
- 1.4.4. SAP Solution Manager Enterprise Edition shall only be used during the term of the Agreement subject to the rights set forth herein and exclusively for Customer's SAP-related support purposes in support of Customer's internal business operations. The right to use any SAP Solution Manager Enterprise Edition capabilities under this Attachment 1 other than those listed above is subject to a separate written agreement with SAP, even if such capabilities are accessible through or related to SAP Solution Manager Enterprise Edition. Customer shall be entitled to allow any of its employees to use web self-services in the SAP Solution Manager Enterprise Edition during the term of the Agreement such as creating support tickets, requesting support ticket status, ticket confirmation and change approvals directly related to Customer IT Solutions.
- 1.4.5. Use of SAP Solution Manager Enterprise Edition may not be offered by Customer as a service to third parties; provided, third parties authorized to access Cloud Services under the Agreement may have access to SAP Solution Manager Enterprise Edition solely for SAP-related support purposes in support of Customer's internal business operations under and in accordance with the terms of the Agreement and this Attachment 1.
- 1.5. **Other Components, Methodologies, and Content.** Support as described in this Appendix also includes:
- 1.5.1. Process descriptions and process content that may be used as pre-configured test templates and test cases via the SAP Solution Manager Enterprise Edition. In addition, the SAP Solution Manager Enterprise Edition assists Customer's testing activities.
 - 1.5.2. Tools and content for SAP Application Lifecycle Management (shipped via SAP Solution Manager Enterprise Edition and/or the Enterprise Support Solutions and/or the applicable Documentation for Enterprise Support Solutions and/or SAP's Customer Support Website) to help increase efficiency:
 - i. Tools for implementation, configuration, testing, operations and system administration.
 - ii. Best practices, guidelines, methodologies, process descriptions and process content. This content supports the usage of the tools for SAP Application Lifecycle Management.

2. CAPITALIZED TERMS

Below are further explanations of the capitalized terms used above complementing section 6 (Capitalized Terms) of the Support Policy for SAP Cloud Services:

“Customer Solution(s)”	shall mean Enterprise Support Solutions and any other software subscribed or licensed by Customer from third parties and included in the Customer’s SAP ERP PCE environment.
“Customer IT Solution(s)”	shall mean Customer Solution(s) and hardware systems supported by Customer’s IT team.
“Enterprise Support Solutions”	shall mean Cloud Service Software excluding software to which special support agreements apply exclusively.
“SAP’s Customer Support Website”	shall mean SAP Support Portal at https://support.sap.com

3. NON-COMPLIANT USE

For avoidance of doubt, support services and Mainstream Maintenance or Extended Maintenance elements provided under this Agreement are solely for the Cloud Service Software and must not be used to support any other SAP products or third-party solutions. Customer acknowledges that if Customer uses any such elements for other SAP products or third-party solutions without a separate valid SAP support agreement for such products, SAP will invoice Customer the applicable accrued fees associated with such time period of use plus a reinstatement fee for support for such products.