

SAP HANA Cloud Platform Supplemental Terms and Conditions

This Supplement is part of an agreement for SAP Cloud Services between SAP and Customer and applies only to the SAP HANA Cloud Platform product(s) for which Customer is subscribed ("SAP HANA Cloud Platform"). Any documents referenced in this Supplement are available from SAP upon request.

1. CLOUD SERVICE. SAP HANA Cloud Platform is a collection of Cloud Services. Each Cloud Service is subject to the terms of the SAP HANA Cloud Platform – Service Description Guide (the "**Service Description Guide**"), the terms of which are incorporated in the Supplement by reference and available at the following link: <https://hcp.sap.com/capabilities/service-description> or from SAP upon request.

2. DEFINITIONS

2.1. "Beta Functionality" means functionality offered by SAP that is not generally available, not validated and not quality assured in accordance with SAP's standard processes.

2.2. "Cloud Package" means a defined set of Cloud Services that are subject to a single subscription fee and collectively deemed a Cloud Service.

2.3. "Content" means any business logic, code, data models, configurations, user data, or other electronic materials created by Customer using Tools that is compatible with SAP software and SAP cloud services and that can be deployed on a Platform Cloud Service or a device.

2.4. "Excluded Components" means any content that is subject to a license that requires that any other software or services interacting with or hosted alongside such a component be:

- (a) disclosed or distributed in source code form,
- (b) licensed to recipients for the purpose of making derivative works,
- (c) licensed at no charge,
- (d) prohibited for use for commercial purposes, or
- (e) otherwise encumbered in any manner.

2.5. "Platform Applications" means a set of related functionality deployed by Customer on a Platform Cloud Service that has been reviewed or certified by SAP in accordance with SAP's program guidelines for partner applications. Platform Applications may be developed by Customer using Tools, SAP, or a third party for usage by multiple customers.

2.6. "Platform Cloud Services" means those Cloud Services on which Platform Applications can be built and deployed, as identified in the Services Description Guide.

2.7. "Tools" means integrated development environments (IDE), software development kits (SDK), applications, editors, application programming interfaces ("APIs"), templates, sample code, data integration connectors, and other similar developer software, documentation, quick start guides, and reference materials that are provided by SAP and utilized by Customer to create Content.

2.8. "User" means an individual authorized to access a Cloud Service.

3. USAGE RESTRICTIONS

3.1. Except as expressly permitted in the Agreement, Customer may not make Cloud Services or Platform Applications running on or embedding a Cloud Service available as part of a commercial software license or subscription, software-as-a-service, outsourcing, original equipment manufacturer (OEM), or similar commercial arrangement.

3.2. Other than communication (including data transfers) via application level APIs between a Cloud Service and software applications running on any third party runtime database acquired from SAP or its Affiliates, or any of its respective resellers or distributors, the Cloud Service shall not access, directly or indirectly any such third party runtime database(s).

4. PLATFORM CLOUD SERVICES

4.1 Platform Applications created by third parties not specifically for Customer must be reviewed or certified by SAP in accordance with SAP's program guidelines for partner applications before they are deployed on Platform Cloud Services.

4.2 Customer may not use, and may not authorize any Users to use, any Excluded Components in connection with the Platform Cloud Services.

4.3 Any Platform Application deployed on the Platform Cloud Services must include user-authentication functionality (either SAP, third party or customer-developed authentication) that sufficiently captures User access data to determine the number of Users accessing the Platform Application. For purposes of Platform Cloud Services, Users include individuals authorized to access a Platform Application.

4.4 Usage Metrics applicable to Cloud Services included in a Cloud Package that are stated on a "per User" basis are aggregated (multiplied by the total Users in the Cloud Package subscription) for purposes of calculating compliance with Usage Metric limits. Each User can use any amount of such Usage Metric provided the aggregate amount of the Usage Metric used by all Users does not exceed the total amount of Customer's subscription.

5. CONTENT

5.1. Customer will ensure that the Content will not unreasonably impair, degrade or reduce the performance or security of any SAP software, services, or related technology.

5.2. Customer owns Content created by Customer under the Agreement subject to SAP's ownership of the Tools and Cloud Service.

5.3. In exchange for the right to develop Content under the Agreement, Customer covenants, on behalf of itself, successors and assigns, not to assert against SAP, SAP SE, their Affiliates or licensors, any rights in Content, or any claims of any rights, against any SAP product, service, or future SAP development.

5.4. SAP does not provide any maintenance or support for the Platform Applications and Content under this Agreement.

6. TOOLS

6.1. SAP makes the Tools available to Customer solely for the purposes of designing, developing, testing, and demonstrating Content.

6.2. SAP can make Tools available to Customer on the Platform Cloud Services or by means of download at <https://tools.hana.ondemand.com> or <https://service.sap.com>. The use of Tools is subject to Customer's acceptance of separate terms and conditions presented upon download/access to the Tools.

6.3. Service Level Agreements do not apply to Tools downloaded and utilized in Customer's local environment.

7. AVAILABILITY

7.1. The Service Level Agreement for SAP Cloud Services applies to the Cloud Services, provided, however, the System Availability SLA for the Cloud Services is 99.9% per month. Any deviations from the 99.9% System Availability SLA or any aspect of the standard Service Level Agreement for SAP Cloud Services are noted in the applicable Cloud Service terms in the Service Description Guide.

7.2. Customer is responsible for ensuring that Platform Applications deployed on the Platform Cloud Services are fail safe and capable of automatically restoring their running state without any manual operator intervention in the event of Platform Cloud Services or Cloud Service restart.

8. BETA SERVICES

Beta Functionality is described as such in the Documentation. 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. Service Level Agreements and Support obligations do not apply to Beta Functionality. No personal data may be processed using Beta Functionality.