SAP HANA Cloud Supplemental Terms and Conditions

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

1. DEFINITIONS

"**Capacity Services**" means the individual services comprising the Cloud Service identified in Section 3, as may be updated by SAP from time-to-time with additional Capacity Services.

"**Capacity Unit**" is a ratio of services consumed via the Cloud Service and is calculated as set forth in the respective Product Supplement, Service Description Guide or Service Use Description.

"**Capacity Units of Measure**" are the types of metrics used to measure use of a particular Capacity Service (e.g., GB).

"**Capacity Unit Value**" means the numerical value assigned to a specific Capacity 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 supports customers by providing a cloud-native database service, providing access to any data with real-time processing capabilities. The solution provides advanced virtualization capabilities combined with data storage and processing options.

3. FEES

The Usage Metric for the Cloud Service is Capacity Units per month. Each Capacity Service specified in the table below has a corresponding Unit of Measure and Capacity Unit Value. To calculate the number of Capacity Units consumed through use of a Capacity Service, the total amount of Capacity Units of Measure used during the month is multiplied by the Capacity Unit Value to arrive at the number of Capacity Units consumed by that Capacity Service. Customer may consume Capacity Units up to the total amount stated in the Order Form for each month. Unused Capacity Units may not be carried over into any subsequent month. By way of example, a Capacity Service with a Capacity Unit of Measure in GB per hour for which 20 GB of HANA Memory was used for 100 hours in a month, with a corresponding Capacity Value of .023, would result in the consumption of 46 Capacity Units.

Services	Unit of Measure	Capacity Unit Value	
		(number of CUs)	
HANA CPU	1 vCPU per hour	0.160	
HANA Memory	1 GB per hour	0.023	
HANA Storage	16 GB per hour	0.013	
Data Lake Compute	1 Unit*	0.539	
Data Lake Storage	1 Unit**	0.272	
Backup Storage	64 GB per hour	0.011	
Network Data Transfer	1 GB	0.438	

*One (1) Data Lake Compute Unit is equivalent to consumption of one of the following:

- 1 vCPU-hour of IQ Compute (Memory included); or
- 33.06 GB SQL File Scan; or
- 22,825 File Access API calls

**One (1) Data Lake Storage Unit is equivalent to consumption of one of the following:

- 1 TB-hour Standard Storage; or
- 0.151 TB-hour EFS Storage; or
- 2.905 TB-hour File Storage

4. ADDITIONAL TERMS

- 4.1. **SAP Data Integration**. The Cloud Service shall not access, directly or indirectly, a third-party database(s) licensed under a runtime license from SAP or its Affiliates or any of their respective resellers or distributors, except communication (including data transfers) via application level APIs between the Cloud Service and software applications running on such third-party database.
- 4.2. **On-premise Components**. The Cloud Service includes the optional, limited use of the following on-premise component: SAP Landscape Transformation replication server ("SLT"). Use of SLT is limited solely to loading data into the Cloud Service.
- 4.3. Service Level Agreement. The changes specified below apply to the Service Level Agreement for SAP Cloud Services (the "SLA"). These changes only apply to HANA Cloud, and any Credit to which Customer is entitled shall only apply to the Monthly Subscription Fees for HANA Cloud. Except as provided below, the terms and conditions of the SLA for HANA Cloud shall remain unchanged. Defined terms used in this Section shall have the same meaning as the defined term in the SLA.

The definition of "Credit" in Section 1.1 of the SLA is modified to read as follows:

"Credit" means the percentage of the Monthly Subscription Fees indicated in the table below, not to exceed 100% of Monthly Subscription Fees.

The definition of "System Availability SLA" in Section 1.9 of the SLA is modified to read as follows:

"System Availability SLA" means the System Availability Percentage indicated in the table below during each Month for the production version of the Cloud Service.

In order for the System Availability SLA to be 99.95% in a given Month (as described in the table below), the Replica must be operational (and the replication synchronous) the entire Month. If the Replica is not in continuous operation (and replication not synchronous) for the entire Month, with the exception of the Replica being disabled at the express written request of SAP, the System Availability SLA shall be 99.9%.

"Replica" means a copy of the SAP HANA Cloud instance build (in addition to the primary instance) by synchronous or asynchronous replication. In case of a failure of the primary instance, the Replica can be used to support business continuity. The Replica does not include the Data Lake Services (i.e., Compute and Storage).

"Availability Zone" or "Zone" means a data center in a unique physical location that has its own power, cooling, and networking.

For purposes of calculating "Downtime" under the SLA, the primary system and Replica must both be unavailable.

Number of Synchronous Replicas and Zones		No Replica/ One Zone		One Replica/ One Zone	
		Replicas	Zones	Replicas	Zones
		0	1	1	1
System Availability SLA		99.9%		99.95%	
	System Availability Percentage	Credit			
< 99.95%		n/a		10%	
< 99.9%		10%		25%	
< 99%		25%		50%	
< 95%		50%		100%	
	<90%	100%		n/a	