

## **SAP Logistics Business Network;**

### **SAP Logistics Business Network, freight collaboration option / global track and trace option**

#### **Supplemental Terms and Conditions**

This Supplement is part of an Agreement for SAP Cloud Services between SAP and Customer and applies only to SAP Logistics Business Network services to which Customer is subscribed. Any documents referenced in this Supplement are available upon request.

#### **1. THE CLOUD SERVICE INCLUDES GLOBAL TRACK AND TRACE AND FREIGHT COLLABORATION OPTIONS AS WELL AS A BASIC MEMBERSHIP.**

- 1.1. Global track and trace. Global track and trace enables customers to gain visibility about business processes and physical objects across their lifecycle, to offer synchronized real-time insights.
- 1.2. Freight collaboration. Freight collaboration enables companies to efficiently manage business transactions with their logistics business partners and gain insights into collaborative activities.

#### **2. FEES**

The Usage Metric for the Cloud Service Option is Documents, in blocks of 10,000, managed in the Cloud Service in a Contract Year. The Usage Metric for SAP Logistics Business Network, test tenant is a flat fee. There is no fee for use of SAP Logistics Business Network, basic membership or B2B test tenant.

#### **3. ADDITIONAL TERMS**

- 3.1. PACKAGED SAP PRODUCTS. The following SAP cloud services are included in the Cloud Service as described below. They may only be used in conjunction with the Cloud Service, and each is subject to separate Supplemental Terms located at <http://go.sap.com/about/agreements/cloud-services.html?tag=language:english&search=Supplement>.
  - 3.1.1. SAP Cloud Platform Identity Authentication. Customer may use SAP Cloud Platform Identity Authentication only for user authentication of Authorized Users of the Cloud Service solely in productive environments.
  - 3.1.2. SAP Fiori Launchpad. Customer may use the SAP Fiori Launchpad and the underlying SAP Cloud Platform portal service only to launch the user interface of the Cloud Service.
  - 3.1.3. SAP Cloud Platform portal service. Customers may use the SAP Cloud Platform portal service for modeling purposes within Global track and trace. This is limited to 5 users in SAP Logistics Business Network, test tenant, and 10 users in SAP Logistics Business Network, global track and trace option.
  - 3.1.4. Application Runtime on SAP Cloud Platform is provided for modeling purposes in Global track and trace. This is limited to 4GB in SAP Logistics Business Network, test tenant, and 8 GB in SAP Logistics Business Network, global track and trace option.
- 3.2. PACKAGED 3<sup>rd</sup> PARTY PRODUCTS
  - 3.2.1. HERE Maps. Customers can leverage map services from Here Technologies to model WebUIs that allow visualizing geo locations. Usage is strictly limited to map display and geocoding from within SAP Logistics Business Network, global track and trace option.

#### **4. DEFINITIONS.**

- 4.1. **Account Member** means a company that has a current subscription to the Cloud Service. Account Members with a subscription to SAP Logistics Business Network, freight collaboration option are typically Shippers. Account Members with a subscription to SAP Logistics Business Network, global track and trace option are manufacturing or distribution-focused companies looking for real-time insights of business processes. Account Members with a subscription to SAP Logistics Business Network, basic membership are Logistics Service Providers that are invited to the Network by an Account Member with an SAP Logistics Business Network, freight collaboration or global track and trace option subscription, or third party networks.

- 4.2. **Communications** means items such as invitations, and requests for information sent from one Account Member to one or more other Account Members.
- 4.3. **Logistics Service Provider** means an Account Member that performs transportation or other logistics services.
- 4.4. **Third party networks** means an Account Member that acts as a mediator to or proxy into additional logistics service providers.
- 4.5. **Content** means documents and other information related to logistics transactions transmitted by Account Members via the Network.
- 4.6. **Contract Year** means a 12-month period beginning on the first day of the Subscription Term or its annual anniversary.
- 4.7. **Documents** means unique objects managed by the Cloud Service in a Contract Year. For Logistics Business Networks, freight collaboration option, a Document is a business document processed in a scenario such as a freight order for carrier collaboration, a shipment that is being tracked, or an appointment managed between logistics partners. For SAP Logistics Business Networks, global track and trace option, a Document is a process or object that is tracked on an individual basis, such as a sales order item, or a delivery.
- 4.8. **Network** means the Cloud Service network that allows Account Members to transmit, view and download Content and Communications.
- 4.9. **Shipper** means an entity that orders transportation or other logistics services with a Logistics Service Provider.
- 4.10. **Options.** The Cloud Service includes options, which allow access to the Network. Options include Global Track and Trace and Freight Collaboration.

## 5. USE RIGHTS.

- 5.1. A subscription to the Options includes the right to:
  - 5.1.1. Invite business partners to join the Network by signing up for SAP Logistics Business Network, basic membership;
  - 5.1.2. Integrate with back-end systems like SAP Transportation Management or S/4 HANA;
  - 5.1.3. Transact with the connected business partners based on the role specific applications and published APIs;
  - 5.1.4. Manage the subscribed volume of Documents and connect with an unlimited number of Account Members in a productive environment; and
  - 5.1.5. Use unlimited backend integrations (using provided APIs).
- 5.2. A subscription to SAP Logistics Business Network, test tenant allows Customer to set up a test environment involving applications for both Options and different roles, which is limited to non-productive usage and supports up to 10,000 Documents. No personal data may be processed in the test tenant.
- 5.3. A subscription to SAP Logistics Business Network, basic membership includes the right to:
  - 5.3.1. Transact with the connected business partners based on role-specific applications and published APIs and store Freight collaboration Content for up to 12 months.
  - 5.3.2. An additional tenant for test purposes is provided in conjunction with SAP Logistics Business Network, B2B test tenant.
- 5.4. Business Partners. A Business Partner may only access the Cloud Service where an Authorized User has authorized the Business Partner to have limited access to the Cloud Service. A Business Partner is not entitled to support services but must route any support incidents through Customer.

## 6. ADDITIONAL TERMS

- 6.1. **Sharing of Content and Communications on the Network.** Account Members can select which other Account Members they collaborate with on the Network, and this is managed through a request and approval

process via the Cloud Service. Further, Customer can control which Account Members can access Customer Data in the form of Content and Communications it has pushed via the Network. Customer can discontinue sharing Customer Content and Communications with any specific Account Member at any time using the application features of the Cloud Service, provided that any Content and Communications that are downloaded from the Network by another Account Member will not be retrievable by Customer via the Network. Customer can use provided user interfaces and APIs in order to access its own Content and Content created by it on behalf of another Account Member during its subscription to the Cloud Service. Upon termination of Customer's subscription for the Cloud Service, Content in Customer's account will be retained by SAP in the account for 30 days, after which time it will be deleted. Personal data in Customer's account will be deleted when the account is terminated or expires. Any Content pushed to the Network prior to Customer's account ending will remain in the Network.

- 6.2. **Personal Data.** SAP offers Logistics Service Providers and 3<sup>rd</sup> party networks the option to sign up to Logistic Business Network's data base of network participants. When doing so, SAP will process any registration data of a carrier in accordance with the SAP Logistics Business Network privacy statement [https://d.dam.sap.com/a/vYW1c2J/SAP\\_LBN\\_Privacy\\_Statement\\_en-US.pdf](https://d.dam.sap.com/a/vYW1c2J/SAP_LBN_Privacy_Statement_en-US.pdf).
- 6.3. **Use of Customer Name.** SAP reserves the right to publish the name of Customer in a list of Account Members and share such list with prospects and customers.
- 6.4. **Responsibility for Business Partners.** Customer may invite its business partners to the Network and provide the business partners access to Customer's tenant (including a subtenant in Customer's account) in the Cloud Service without requiring a separate subscription to the Cloud Service. Such access by business partners is solely for purposes of sharing Content with the Customer. All users of such business partners accessing the Cloud Service are treated as Authorized Users of Customer.
- 6.5. **Onboarding Services.** SAP may provide Onboarding Services in close alignment with Customer. These are limited to the management of connection invitations to new Account Members on behalf of Customer or triggered by SAP, the creation of respective invitations after duplication check, and establishing the connection between these Account Members on the Network. These services do not ensure the implementation of a readily connected system, which may require additional services, subject to additional contracts and fees, and might be subject to regional restrictions. The Onboarding Services are performed remotely. If travel is necessary for SAP, Customer is responsible for the cost of travel.
- 6.6. **EU Access.** The EU Access option is not available for the Cloud Service