



**SAP Cloud for Financials  
Supplemental Terms and Conditions**

SAP and Customer have entered into an agreement for the purchase of certain SAP products and services ("Agreement") pursuant to which Customer is purchasing SAP Cloud for Financials ("SAP Financials"). SAP Financials is deemed part of the Service (as defined in the General Terms and Conditions for SAP Cloud Services) and is provided under the terms and conditions of the Agreement. The Agreement includes an Order Form, the General Terms and Conditions for SAP Cloud Services, these supplemental terms and conditions (the "Supplement") and any Schedules referenced by those documents. This Supplement and any modifications to the Agreement made herein apply solely to SAP Financials and not to any other SAP product or service.

1. The Service provides for two levels of Named User subscriptions. The Flat Fee set forth on the Order Form entitles Customer to have Named Users access the Service and use the following basic features: Tasks, notifications, approvals; self-service; audit; and analytics and reports (according to assigned work centers). Access to any additional available features of the Service requires the Named User to have a subscription as a Full User.
2. **Go-Live, System Access and other Customer Obligations**
  - a) Customer's productive use of SAP Financials will commence once Customer has activated the "**Confirm Go-Live**" activity in the business configuration of Customer's SAP Financials system. SAP's verification of readiness for productive use will take place when the activity "Request for Go-Live" is activated by Customer.
  - b) To access and use SAP Financials, Customer shall fulfill the additional obligations and prerequisites set out in the SAP Financials materials available from the SAP business center. For clarity, such prerequisites relate to set-up, and/or configuration/implementation of SAP Financials.
3. The Service may be accessed by Named Users through a mobile application obtained by Named Users via third-party websites. Customer acknowledges that the use of such mobile applications is governed by the terms and conditions presented to the Named User upon download/access to the mobile application and not by the terms of the Agreement. Customer acknowledges that the third party that operates the website through which the mobile application is distributed may stop distributing the mobile application at any time, and SAP is not responsible for the unavailability of the mobile application due to the actions of the third party distributor.
4. The Service includes access to the SAP interfaces. Customer's use of these interfaces is subject to the terms set forth in **Attachment 1** to this Supplement.
5. **Maintenance Windows**

SAP can use the following maintenance windows for planned downtimes:

<b>Maintenance Windows</b>	
Regular Maintenance Windows	Tuesday and Thursday nights from 2 a.m. to 4 a.m. <u>Coordinated Universal Time (*)</u>
Major Upgrades	Up to 4 times per year from Friday 10 p.m. to Monday 3 a.m. <u>Coordinated Universal Time(*)</u> . SAP will inform Customer in advance (either by email or by any other acceptable electronic means)

(*) Coordinated Universal Time	<b>UTC-5, America; UTC+2, Europe; UTC+8, APA</b>
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For Private Edition, the following maintenance windows for planned downtimes shall apply:

<b>Maintenance Windows</b>	
Regular Maintenance Windows	Tuesday and Thursday from 12:00 a.m. to 2:00 a.m. [duration: 2h] <u>Coordinated Universal Time (*) unless otherwise agreed by the parties.</u>
Major Upgrades	Up to 4 times per year from Friday 10:00 p.m. to Monday 3:00 a.m. <u>Coordinated Universal Time (*)</u> . SAP will inform Customer in advance about the planned upgrade scheduling. Customer and SAP may mutually agree to re-schedule the upgrade date within the disclosed upgrade time frame (usually an upgrade time frame comprises 4-8 weekends after a new version is officially released).

(*) Coordinated Universal Time	<b>UTC-5, America; UTC+2, Europe; UTC+8, APA</b>
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## **Attachment 1**

### **Supplemental Terms for use of SAP Interfaces**

#### **1 Definitions**

- 1.1 "Customer System" means Customer's legacy or other ERP system(s) to be integrated with the Service.
- 1.2 "Intellectual Property Rights" means patents of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trade secret or confidentiality rights, and any other intangible property rights (except rights in trademarks, trade names and service marks) including applications and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.
- 1.3 "Integration Materials" means for purposes of this Agreement all programs, tools, systems, data and other materials, including but not limited to the Service, SAP Enterprise Services, SAP-Enterprise-Service-Definition, SAP Service-Interface, SAP-Interface Documentation and the SAP Sample Code Library.
- 1.4 "SAP Enterprise Service" means a web service that provides business processes or business process steps according to an SAP Enterprise Service Definition, which processes or steps can be used to compose business scenarios.
- 1.5 "SAP Enterprise Service Definition" means a description of an SAP Enterprise Service, whether in XML or otherwise, that can be used by a software application to invoke and/or receive the described Enterprise Service using commands in that description.
- 1.6 "Service Interface" means the particular SAP service interface developed by, with, or on behalf of SAP, which resides on or in the Service and as made available by SAP.
- 1.7 "SAP Customer Interface" means an application interface and/or other type of mapping developed by Customer, with or without the assistance of SAP, that resides on, in or is otherwise coupled to the Customer System and which, when activated, will give access to the Service via the Service Interface.
- 1.8 "SAP Interface Documentation" means any documentation provided by SAP to Customer under this Agreement that enables Customer to develop the SAP Customer Interface.
- 1.9 "SAP Materials" means, for purposes of this Attachment 1, the SAP Enterprise Services, and the SAP Enterprise Service Definitions, the Service Interface, the SAP Interface Documentation, and the SAP Sample Code Library, if any.
- 1.10 "SAP Sample Code Library" means any code samples which may be provided to Customer by SAP at SAP's own discretion and which illustrate an integration between the Service Interface and a sample customer application.

#### **2 Licenses**

- 2.1 Conditioned upon Customer's full compliance with the terms and conditions of this Attachment, SAP hereby grants to Customer a limited, royalty-free, fully paid-up, non-exclusive, non-transferable right and license for the term of the Order Form, without the right to grant sublicenses, under SAP's Intellectual Property Rights embodied in the Integration Materials to:
  - (a) use, reproduce, and display the SAP Interface Documentation and the SAP Sample Code Library solely to assist in the development of the SAP Customer Interface;
  - (b) use the SAP Enterprise Services, SAP Enterprise Service Definitions, and the Service Interface solely to assist in the development of the SAP Customer Interface;
  - (c) create derivative works of the SAP Enterprise Service Definitions and the Service Interface solely for the purpose of incorporating such derivative works into the SAP Customer Interface to enable the integration of the Customer System and the Service; and
  - (d) to access the Customer System through the Service only for the limited purposes of syncing master data (for Accounts, Cost Accounting Objects, and HR employee records) from SAP ERP software and posting of finance transaction to SAP ERP software
- 2.2 The license set forth in Section 2.1 to the SAP Licensed Materials is further contingent upon the following requirements: the Customer System and the SAP Customer Interface must: (i) use the SAP Enterprise Service Definitions and/or the Service Interface solely for the purpose of directly invoking and/or receiving one or more SAP Enterprise Services from the Service without altering the designed use of such Enterprise Service; (ii) not enable bypassing or circumventing of SAP license restrictions and/or provide users with access to the Service to which such users are not directly licensed; (iii) not permit mass data extraction from the Service to a non-SAP Solution in order to create a new system of record for SAP data.

#### **3. Covenant**

In exchange for the right to develop the SAP Customer Interface under this Agreement, Customer covenants not to assert any Intellectual Property Rights in the SAP Customer Interface created by Customer against any SAP product, service, or future SAP development.

#### **4. Limitations**

The SAP Licensed Materials are subject to ongoing changes. Customer must adapt the Customer Interface to such changes to ensure the Customer Interface continues to function properly with the SAP Interface and the Service. SAP is not responsible for any downtime or malfunctions of the Service or incompatibility of the Customer Interface



with the Service resulting from failure of Customer to update the Customer Interface. SAP will endeavour to provide Customer with reasonable advance notice via the Service of any changes to the SAP Service Interface.

## **5. Customer Interface**

Notwithstanding anything to the contrary herein, the SAP Customer Interface, and all Intellectual Property Rights embodied in the foregoing, shall be the sole and exclusive property of SAP. SAP hereby grants to Customer a non-exclusive, royalty-free and fully paid up license (without the right to grant sublicenses) to use the SAP Customer Interface at specified site(s) to run Customer's internal business operations (including customer back-up and passive disaster recovery) and to provide internal training and testing for such internal business operations. This license does not permit Customer (without being limited specifically to such restrictions) to: (i) use the SAP Materials or the SAP Customer Interface to provide services to third parties (e.g., business process outsourcing, service bureau applications or third party training); or (ii) lease, loan, resell, sublicense (except to its Named Users) or otherwise distribute the SAP Materials or the SAP Customer Interface.