SAP Business ByDesign
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 Business ByDesign ("BYD"). SAP BYD 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 BYD and not to any other SAP product or service.

1. During the term of the Order Form, SAP grants to Customer the non-transferable and non-exclusive right to use one (1) SAP BYD system for its and its Affiliates' internal business purposes ("Productive Use").

2. Named User(s) may also include Business Partners of Customer. "Business Partner" means a legal entity that requires access to SAP BYD in connection with Customer´s internal business operations, such as customers, distributors and/or suppliers of Customer.

3. Go-Live, System Access and other Customer Obligations

3.1 Customer´s Productive Use of SAP BYD will commence once Customer has activated the "Confirm Go-Live" activity in the business configuration of Customer´s SAP BYD system. SAP's verification of readiness for Productive Use will take place when the activity "Request for Go-Live" is activated by Customer.
3.2 To access and use SAP BYD, Customer shall fulfill the additional obligations and prerequisites set out in the SAP BYD materials available from the SAP business center.

4. Add-Ons for SAP ByD

4.1 SAP will incorporate into Customer´s SAP BYD environment additional functionality or features designed for SAP BYD ("Add-on(s)") which Customer has licensed from authorized SAP partners, or which Customer has developed, or which have been developed by an authorized SAP partner specifically for use by Customer only (the latter two called "Customer-specific Add-on(s)").
4.2 SAP shall not be responsible for the support of any Add-on.
4.3 SAP will activate or de-activate a partner Add-on upon notification by the respective authorized SAP partner. SAP is not responsible for uploading a Customer-specific Add-on into Customer´s SAP BYD environment.
4.4 SAP reserves the right to refuse to incorporate an Add-On into Customer´s SAP BYD system, or to temporarily or permanently deactivate an Add-On at any time if (i) SAP reasonably believes such Add-On may have a negative impact on Customer´s SAP BYD system (ii), such Add-On fails to meet SAP quality standards for Add-ons made available by SAP, or (iii) Customer is in breach of any term or condition of its Agreement with SAP.
4.5 Use of an Add-On is at Customer's sole risk and SAP shall not be responsible for any changes or modifications of Customer Data by or through an Add-on. SAP incorporates Add-ons into Customer´s BYD environment "AS IS" and without any warranty, express or implied. SAP does not warrant that an Add-on is or will be available without interruption, including, without limitation, during any standard maintenance windows for SAP BYD.
4.6 SAP shall not be responsible for any negative impact of an Add-on on the availability, functionality or performance of Customer´s SAP BYD system.

5. Customer shall be solely responsible (i) for verifying that SAP BYD meets Customer's compliance requirements and (ii) for adapting existing functionality to legal and regulatory requirements relevant for Customer. Statutory and tax reporting functionalities in an unsupported country will not be provided by SAP BYD. In addition, SAP BYD will not support local taxes for sales orders, purchase orders or financial posting outside the supported countries.

6. Use of SAP BYD interfaces by Customer is subject to a separate agreement between Customer and SAP and subject to additional fees.

7. SAP may provide Customer additional functionality for SAP BYD by offering SAP Add-ons made available through a dedicated webpage. Customer acknowledges and agrees that SAP Add-ons may only be licensed through an electronic contracting process and Customer expressly accepts the validity and enforceability of any contract accepted by Customer and SAP through such electronic contracting process.

8. Maintenance Windows

SAP can use the following maintenance windows for planned downtimes:

	Maintenance Windows
Regular Maintenance Windows	Tuesday and Thursday nights from 2 a.m. to 4 a.m. Coordinated Universal Time (*)
Major Upgrades	Up to 4 times per year from Friday 10 pm to Monday 3 am Coordinated Universal Time(*).SAP will inform Customer in due time in advance (either by email or by any other electronic means)
(*) Coordinated Universal Time	UTC+2