SAP Business Network as a Service
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 Network as a Service. SAP Business Network as a Service 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 Business Network as a Service and not to any other SAP product or service.

1. Definitions

a) Business Partner means a party having a general business relationship with Customer that leads to EDI processes and specified by address details, one or more point of contact details or by a B2B communication channel and unique communication addressing carrying a structured data format in a specified version or subset.
b) Business Partner Profile means the format of electronic connections between Customer and its Business Partners including technical description and sample data.
c) EDI Relation is a unique relationship between two parties uniquely defined by:
   i. A clearly defined business process (e.g. Invoice, order, dispatch advice, delivery forecast) regarding mapping requirements; each sending direction (inbound or outbound) is counted separately as a separate EDI Relation.
   ii. A specified structured data format including subset/version specifier (e.g., EDIFACT D97A, ANSI ASC X.12 4030, VDA 4913 v04);
   iii. A separate communication channel with a specific end point for data exchange (different channels are defined by, e.g., different AS2 certificates, different X.400 boxes, different telephone numbers in OFTP, etc.); and
   iv. Two business partners (one sender and one receiver).

   A Routing Relation is a type of EDI Relation in which no mapping will be done and the file will be forwarded as received without any changes or syntax checks.

   Functional or technical acknowledgments (status confirmations, e.g. 997 & CONTRL) are not counted as separate EDI Relations but their transactions are counted in Customer's transaction volume. Content acknowledgments (e.g. 824 & APERAK) are counted as separate EDI Relations and counted in Customer's transaction volume.
d) Invoice is a Transaction and document type that describes an amount of receivables between the sender of the document and the receiver.
e) Metrics means EDI Relations and Invoices.
f) Supplier is a Business Partner that supplies goods and delivers them to consumers/customers.
g) Transaction is a document received and sent electronically based on an EDI Relation between two entities (one technical sender and one technical receiver).
h) Transaction Monitor is a Web-based user interface for purposes of Transaction monitoring.
i) Customer Profiles means the interface of Customer's backend systems to be integrated with the Service, including technical description and sample data uniquely defined by:
   i. One physical interface per business process and direction as defined inside the backend system (e.g. Purchase Order, Advanced Shipping Notification, Inbound Invoice etc.), and
   ii. Interface format related to the backend system like SAP (e.g. SAP IDOC; SAP Enterprise Service) or non-SAP applications (only XML formats allowed).
j) SAP II XML means a standardized, non-changeable XML interface provided by the SAP Information Interchange OnDemand and SAP E-Invoicing for Compliance OnDemand uniquely defined by:
   i. A specified XML structure per business process (e.g. Purchase Order, Advanced Shipping Notification, Inbound Invoice etc.), and
   ii. A Customer's backend system(s) communicating with SAP Information Interchange OnDemand or SAP E-Invoicing for Compliance OnDemand sending or receiving transactions from or to Customer

2. Scope of Service

a) SAP shall provide the Service as described in Attachment 1 to this Supplement for those specific services purchased by Customer. In addition, SAP shall make available to Customer a Transaction Monitor after the Effective Date of the applicable Order Form.
b) In using the Service, Customer will provide SAP with its Customer Profiles and Business Partner Profiles. SAP may use the Business Partner Profiles and Customer Profiles to provide the Service, including any additional services set forth in an Order Form. Further, Customer agrees that SAP is entitled to use the Business Partner Profiles and Customer Profiles to provide services to other SAP customers, including allowing its Affiliates and partners to use such descriptions, in current or future products and services

during the term of the applicable Order Form and thereafter to be distributed to and used by customers and partners of SAP in connection with such products and services. Customer's access to SAP Information Interchange OnDemand is limited to its established connections to Business Partners via Business Partner Profiles. Customer's access to Customer Data shall be limited to viewing through the Transaction Monitor.

c) SAP shall provide technical activation of Business Partners as described in Attachment 1 to this Supplement. Customer is responsible for all acts and omissions of its Business Partners in their access to and use of the Service as if they were the acts and omissions of Customer.

d) Maintenance Windows for the Service are set forth in Attachment 2 to this Supplement.

3. Metrics

a) Customer may have Named Users access the Service, except that Customer (and all Named Users) cannot directly access SAP Information Interchange OnDemand, Cloud Integration Option and SAP E-Invoicing for Compliance, Cloud Integration Option through the Service or otherwise. The fees for the Service are based on the Metrics. Any individual who is processing data through the SAP Information Interchange OnDemand platform must have a valid user license for the system that triggers the process.

b) Customer warrants that the Metrics licensed under the applicable Order Form accurately reflect the amount of such Metrics utilized in Customer's business and the businesses of its Affiliates. In the event an Affiliate is divested during the term of the applicable Order Form and Customer promptly notifies SAP in writing of the date of such divestiture, the divested Affiliate may continue to access the Service for the shorter of the remainder of the current term of the applicable Order Form or a period not to exceed twelve months after such divestiture, at which time the divested Affiliate will no longer be permitted to access the Service or have its applicable Metrics processed through the Service. During the period of continued use of the Service by the divested Affiliate, Customer shall be responsible for the acts and omissions of such divested Affiliate as if it were an Affiliate in accordance with the terms of this Agreement.

4. Customer Obligations and Prerequisites

a) Customer shall fulfill the prerequisites and customer requirements made available by SAP throughout the term of the applicable Order Form.

b) In addition to other requirements set forth in this Supplement, Customer shall fulfill the following requirements:

   i. Provide 24/7 availability of Customer systems with predefined maintenance windows, including immediate notifications of unexpected outages;
   ii. Ensure that transmitted Transactions are complete;
   iii. Provide active support for investigating the root cause of service interruptions; and
   iv. Proactively communicate to SAP if the Metrics will exceed the licensed amounts.

c) Customer will provide all information to SAP reasonably required to specify the EDI Relations that are in scope of the Service to be provided by SAP to Customer, including:

   i. Identification of all Business Partners in scope of the Service and their already used B2B guidelines;
   ii. Data format to be used for every Business Partner;
   iii. End point information to be used for each Business Partner (e.g. AS2 certificates, X.400 boxes, telephone numbers);
   iv. Processes to be serviced for each Business Partner; and
   v. Sending direction for every Business Partner.

d) The following roles and responsibilities must be filled by Customer to ensure proper communication and escalation lines. Customer must identify to SAP the name of the designated individual responsible for each role. Customer may change the responsible person by written notice to SAP.

Customer Role	Responsibility
Management	Top escalation and steering
Service Manager	Main contact person for organizational and process issues Initiate and track new requirements and changes Conduct Service Meetings
Incident Manager	Incident escalation and regulation Point of contact for major incident handling
Service Desk or Key Users	Central point for entry and processing of incidents in regular operations

5. Connectivity

a) SAP monitors and maintains the connection from/to the Customer's backend applications (e.g. SAP PI, SAP ERP or Middleware) and from/to the Business Partner and the SAP Information Interchange ("SAP

II") system. Connectivity between Customer's SAP PI or any other middleware and SAP's SAP II uses HTTP or HTTPs (via internet). The Customer is connected to SAP Information Interchange OnDemand via one of the supported connectivity mechanisms as listed in the then-current documentation for the Service located on SAP Service Marketplace. The Business Partners are connected via one of the supported mechanisms.

b) Connectivity between Business Partner and Customer uses basic transport protocols (e.g. VPN, ISDN), Internet Protocols (e.g. HTTP, HTTPs, AS2, AS3), file transfer methods (e.g. OFTP, OFTP2, FTP, sFTP, FTPs), mailbox (e.g. SMTP, SMTPs) as listed in the then-current documentation for the Service located on SAP Service Marketplace.

6. Data Formats

For exchanging data between the Customer application and SAP Information Interchange OnDemand, SAP II XML is defined as the standard Customer Profile. SAP II XML is the key format that must be integrated at the Customer backend or middleware system. Customer can connect any in-house formats as long as it uses the SAP II XML for the B2B platform connectivity. Multiple Business Partner data formats are available for exchanging data between the Business Partner applications and SAP Information Interchange OnDemand as listed in the then-current documentation for the Service located on SAP Service Marketplace.

Attachment 1 to
SAP Business Network as a Service
Supplemental Terms and Conditions

Purpose

The purpose of this Attachment 1 is to provide a description of the scope and concept for the Service as provided by SAP for Customers purchasing SAP Information Interchange OnDemand and SAP E-Invoicing for Compliance OnDemand and additional optional archiving services and SAP Information Interchange OnDemand, Cloud Integration Option and SAP E-Invoicing for Compliance OnDemand, Cloud Integration Option.

1. SAP Information Interchange OnDemand

Service Summary

SAP Information Interchange OnDemand provides a Transaction exchange chain which is built by the Customer's sending/receiving application, the SAP Information Interchange system and the sending/receiving application of the Business Partner.

In Scope

SAP Information Interchange OnDemand is comprised of the following services, as more fully described below:

- Integration to Customer system (SAP ERP, SAP Business Suite, SAP Business All-in-One, SAP Business ByDesign) as long as Customer Profiles do not need customizing for the connectivity with the respective SAP II XML interfaces. Integration consists of logical connection as well as conversion of the data formats for the respective business processes, from and to the sending and receiving applications (Customer and Business Partner); integration of the Customer Profiles are done at the Customer's IT infrastructure (respective middleware or backend application); the integration remains Customer's responsibility.
- Technical activation of Business Partners. This includes the modeling of Business Partner processes for the SAP Information Interchange Repository, particularly:
    - Establish connection to Business Partners with technical infrastructure, suitable for B2B communication;
    - Assign Business Partner profiles to standard Customer Profile (SAP II XML);
    - Activate Business Partner profiles according to respective EDI guidelines and test file; and
    - Route of EDI files from and to the Business Partner and Customer.
- Test interactions per Customer Profiles are included up to 4 times; further test iterations will result in additional professional services fees and are out of scope for the Service.
- Operation of the SAP Information Interchange system;
- Software updates and upgrades as well as activities due to changes in communication standards and formats which are not Customer specific;
- Service Advisor: will handle all service-related aspects during the initial set-up phase and within the productive environment. The Service Advisor is responsible for receiving and tracking all new requirements and change requests regarding the productive system as well as providing the implementation schedules.
- Monthly Service report, e.g. on System availability, Volume statistics, Incident statistics, Change statistics, Improvements, Trend analysis
- Quarterly Service meeting; and
- Transaction Monitor for access by up to five identified Named Users of Customer. Transaction Monitor consolidates Transaction-related information from different data sources and provides a web-based graphical user interface for the Customer

Out-of Scope

SAP Information Interchange OnDemand does not include:

- Customer-specific integration if standard Customer Profiles need customizing
- Integration of the Customer's backend systems within the Service environment; which requires Customer to purchase the Cloud Integration Option for SAP Information Interchange OnDemand
- Business Partner specific changes if standard profiles need customizing, particularly:
    - Change of the communication standard after first go-live of an acquired relation;
    - Connection to Business Partners without technical infrastructure suitable for B2B communication;
    - Generation of EDI guidelines for Business Partner (available for additional professional services fee under separate Statement of Work); and
    - Generation of test files for simulation of Business Partner (available for additional professional services fee under separate Statement of Work).
- Value Added Network (VAN) including communication cost
- Organizational Roll-out to Business Partner
- General project management
- Integration and operation of the archiving services
- Any other services not expressly described in this Supplement as included in scope for SAP Information Interchange OnDemand.

2. SAP E-Invoicing for Compliance OnDemand

In addition to the modules that comprise SAP Information Interchange, SAP E-Invoicing for Compliance OnDemand contains several modules which are needed to perform various compliance processes for the exchange of invoices helping to meet legal requirements of the supported countries. Those modules are deployed as part of Business Partner profiles and can cover digital signature, signature verification, content availability checks (which is not a business content check), format checking requirements and PDF creation functionalities. The modules themselves either perform the necessary actions within the core of the SAP E-Invoicing for Compliance software or make use of service interfaces e.g. to provide electronic signature and/or signature verification or interfaces to archive services.

The SAP E-Invoicing for Compliance OnDemand application provides e-invoicing functionality that is based on the SAP Information Interchange (SAP II) technology. The application is able to handle both inbound (accounts payable) and outbound (accounts receivable) invoice scenarios.

SAP E-Invoicing for Compliance can be used by Customer to create, distribute, receive and check incoming Invoices and to transfer standardized and packaged data (e. g. the invoice as an EDI format and / or a signed PDF encoded into the SAP II XML) from and to the ERP/PI/EAI system for further processing and archiving or to a legally compliant archive service.

3. Option for Archiving for SAP E-Invoicing for Compliance OnDemand and SAP Information Interchange OnDemand

As an additional service, Customer may purchase archiving services as part of the Service. Depending on the chosen deployment option, the scope of services for Option for Archiving for SAP E-Invoicing for Compliance OnDemand and SAP Information Interchange OnDemand includes:

- Provision of archiving with standardized https web access and search screens and/or criteria, with a neutral user interface in the SAP layout
- Document archiving with accompanying records (e.g. pure EDI data; PDF invoices with signature file, verification file, electronic records etc.)
- Initial creation of user accounts for internal and/or external users by SAP based on the user data provided by Customer
- Provision of process logic in SAP Information Interchange OnDemand or SAP E-Invoicing for Compliance OnDemand to receive data for archiving (and the associated metadata) and the transmission thereof to the archiving system
- Hosting and operation of the archiving system during Customer's contract term
- Access to system documentation in the archiving system via the Help function
- If, during the customer contract term, the applicable statutory retention period (usually ten years to the end of the year) expires, the archived data is deleted from the WORM storage media. The deletion process is automatic without notification to the Customer or its business partners
- Status handling of archived data in the system
- Standard languages supported are German and English
- Hosting of the Service is provided out of Germany unless otherwise set forth in the Order Form

Should the Order Form term be less than the legally-required retention period for the documents stored in the archive, it is Customer's obligation to engage SAP to ensure the data migration into another storage media. Such engagement will be charged as an additional service under a separate written statement of work at SAP's then-current fees for such services. It is Customer's responsibility to decide on the scope and ensure the legal compliance of information in regards to local requirements.

4. SAP Information Interchange OnDemand, Cloud Integration Option and SAP E-Invoicing for Compliance OnDemand, Cloud Integration Option

The integration of the Customer Profiles (connecting Customer's backend systems with the SAP II XML interfaces) for the use of SAP Information Interchange OnDemand or SAP E-Invoicing for Compliance OnDemand can be additionally purchased as a Service. The Cloud Integration Option for SAP Information Interchange OnDemand and SAP E-Invoicing for Compliance OnDemand is offered as an additional component for the SAP Information Interchange and/or e-Invoicing for Compliance OnDemand service. SAP systems get connected via their native formats (SAP IDOC, SAP Enterprise Service); for non-SAP systems only XML formats are allowed, The term for the Cloud Integration Option for SAP Information Interchange OnDemand and SAP E-Invoicing for Compliance OnDemand must equal the subscription term of the SAP Information Interchange OnDemand and/or SAP E-Invoicing for Compliance OnDemand services.

Service Summary

The purpose of this optional service is to provide integration as a service for the Customer, that neither has an appropriate middleware solution nor the ability to setup a SAP process integration in its existing IT infrastructure. This service is only available for integration of SAP Information Interchange OnDemand or SAP E-Invoicing for Compliance OnDemand.

In Scope

The Service is comprised of the following parts:

- The Customer Profile mapping runtime
- The communication channels for receiving and delivering data; see Connectivity list
- Operation of the defined set of Customer Profiles based on the provided Service Level Agreements, representing the individual rules and requirements of Customer related to the relevant business processes.
- Test iterations per Customer Profiles are included up to 4 times; further test iterations will cause additional professional services fees under a separate Statement of Work

Out-of Scope

- As customers cannot access the SAP Information Interchange OnDemand, Cloud Integration Option and SAP E-Invoicing for Compliance OnDemand, Cloud Integration Option, any customer-specific integration of Customer Profiles (generation and installation) must be performed as an implementation service for an additional fee under a separate statement of work
- General project management for implementation and harmonization of the Customer Profiles; available for additional professional services fee under a separate Statement of Work
- Integration of the Customer Profiles; available for additional professional services fee under a separate Statement of Work
- Integration to an archiving solution or service
- Any other services not expressly described in this Supplement.

Customer must provide valid licenses and access to the connected backend systems.

Attachment 2 to
SAP Business Network as a Service
Supplemental Terms and Conditions

The purpose of this Attachment 2 is to define the Maintenance Window as provided by SAP for customers using SAP Information Interchange OnDemand and SAP E-Invoicing for Compliance OnDemand and optional services.

Platform Availability

Platform Availability	Description	Notes
Maintenance window	2nd Saturday each month starting at 2:00pm UTC+2.	Maximum 12 hours, affected customers will be informed 10 work days in advance. Only single components will be maintained at a time, the platform as a whole has no downtime. Maximum downtime for the maintained component is maximal 2 hours within the 12 hour window. The maintenance window is used only if necessary.
Separate maintenance window compliance for Digital Signature Service of SAP E-Invoicing for Compliance	Saturday 8:00 – 12:00 am Central European Time. The maintenance window is taken only if necessary.	Maximum 4 hours, affected customers will be informed 10 work days in advance.