SAP Financial Services Network

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 Financial Services Network. SAP Financial Services Network 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 Condition 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 Financial Services Network and not to any other SAP product or service.

1. Description. Financial Services Network (the "Service" or "FSN") is a service offered by SAP to both corporate customers and financial services providers, including banks and card providers. FSN is a network solution that enables the exchange of payment, status, and statement messages between corporate customers and financial service providers like banks and card providers. FSN allows a corporate customer to send payment instructions to multiple financial institutions and receive status and statements from multiple financial services companies and FSN routes the data as requested by either a corporate customer or financial services company.

FSN does not generate payment instructions and such messages are merely transmitted from the corporate customer to the financial services provider, which may involve some reformatting. The role of FSN is limited to a network intermediary role. The intervention of FSN in the messaging flow between financial services companies and their customers merely facilitates the data mapping and transformation of technical messages but not the processing of the underlying financial instruments. FSN transfers the messages between corporate customer and financial services provider as requested by either of those participants.

The Service includes ninety (90) days of data storage (including audit relevant data).

2. General Obligations/Restrictions

- **a.** Design, build and test of data mapping and data enrichment are not included in the Service and are subject to a separate services agreement between SAP and Customer.
- **b.** Customer must provide SAP with data and information, including data mapping, necessary to develop mappings between Customer format and SAP-defined canonical format for use in the Service. If such data or information is changed by Customer, Customer will promptly inform SAP and provide the changed data or information to SAP.
- **c.** SAP is providing the Service to transmit messages between Financial Services Subscribers and Corporate Subscribers. SAP is not a party to any agreement between Corporate Subscribers and Financial Services Subscribers for the transmission of messages, which agreement must be established separately between such parties. Customer is solely responsible for the contents of any messages transmitted via the Service.
- **d.** SAP is not performing any function of payment processing on behalf of Corporate Subscriber or any Financial Services Subscriber with respect to payment instructions.
- **e.** Corporate Subscriber hereby authorizes SAP to forward its Corporate Subscriber payment instructions to applicable Financial Services Subscribers.

3. Packages/Components

a. <u>Definitions</u>

1. **Corporate Subscriber** means an entity that has purchased either (a) an FSN Standard Pack or (b) an FSN Connection and has either purchased or been assigned by a Financial Services Subscriber one or more FSN Transaction Blocks. A Corporate Subscriber is permitted to use the Service for the following activities, in addition to those specific functions associated with specific packages as further described in this Section:

   (i) Connection via protocols as set forth in the Service Documentation;
   (ii) Send Transactions transformed between SAP-defined canonical format and Corporate Subscriber-specific format or in Financial Services Subscriber-specific format without transformation; and
   (iii) Receive Transactions in Corporate Subscriber-specified formats or receive Transactions in Financial Services Subscriber specific format without transformation.

2. **Financial Services Subscriber** is an entity that purchases a Financial Services Subscriber Subscription as defined below.

3. **FSN Connector** means a connector to connect the Service to the Corporate Subscriber's on-premise SAP ERP system in accordance with the FSN Connector documentation. The use of the FSN Connector is limited to use with the Service and the Corporate Subscriber may not use the FSN Connector for any other purposes. The FSN Connector is part of the Service and Corporate Subscriber usage is limited to use by Named Users and only for the term of the applicable Order Form. The FSN Connector may not be modified or altered in any way except by SAP. Customer is solely responsible for the security of the FSN Connector and is responsible for maintaining adequate security measures, including firewalls and security keys for message encryption, to prevent unauthorized access to the

FSN Connector. Upon termination or expiration of the applicable Order Form, the Corporate Subscriber's right to use the FSN Connector shall cease.

4. **Transaction** means (a) a single unit payment instruction that will be initiated by a Corporate Subscriber and executed at the Financial Services Subscriber or (b) a single unit statement sent by a Financial Services Subscriber to the Corporate Subscriber. A message may contain a single payment instruction in which case it will be counted as a single Transaction. A batch file may contain multiple payment instructions and each payment instruction within a batch is counted as a separate Transaction. Transactions are for use on a per month basis, and unused Transactions in a calendar month may not be carried over into subsequent calendar months.

b. **Financial Services Subscriber Subscription.** The Financial Services Subscriber Subscription includes the right to use the Service for the following activities:

(i) Connection via protocols as set forth in the Service Documentation.
(ii) Receive Transactions transformed between an SAP-defined canonical format and Financial Services Subscriber-specific format or receive Transactions in Financial Services Subscriber-specific format without transformation.
(iii) Send Transactions in Financial Services Subscriber specific format that may be transformed to an SAP-defined canonical format or send Transactions in Financial Services Subscriber specific format without transformation.
(iv) Message security with encryption and/or signature using security mechanisms as defined in the Service Documentation.
(v) Service activation to Corporate Subscribers.
(vi) Access to one non-production environment within the Service.
(vii) No connections to other Financial Services Subscribers.

c. **FSN Standard Pack.** The FSN Standard Pack includes 30,000 Transactions per month, three FSN Connections, use of the FSN Connector, one production environment, one non-production environment and the use of the FSN Add On for Cash Monitoring for up to ten Named Users, connected to the production environment only. FSN Standard Pack includes the right to connect with an unlimited number of Financial Services Subscribers.

d. **FSN Transaction Block**. FSN Transaction Blocks are blocks of 1,000 Transactions per month purchased by either a Corporate Subscriber or by a Financial Services Subscriber on an Order Form. The purchase of a FSN Transaction Block requires the prior or simultaneous purchase of either a FSN Standard Pack, a Financial Services Subscriber Subscription, or at least one FSN Connection.

Financial Services Subscribers are not required to purchase blocks of Transactions to engage in the permitted uses described in Section 3 (b) above. All Corporate Subscribers with which a Financial Services Subscriber is conducting Transactions must have sufficient Transactions purchased either by the Corporate Subscriber or purchased by the Financial Services Subscriber and assigned to the Corporate Subscriber to cover such usage. Blocks of Transactions purchased by a Financial Services Subscriber may be assigned and allocated to one or more Corporate Subscribers using a process designated by SAP.

e. **FSN Connection**. An FSN Connection is a single connection between a Corporate Subscriber's back-end system and the Service. At least one FSN Connection is required per connection to the Customer's back-end system. For connection to an SAP ERP system a Customer purchasing an FSN Connection may utilize the FSN Connector to connect the Service to the Corporate Subscriber's on-premise SAP ERP system in accordance with the FSN Connector documentation and pre-requisites.

f. **FSN Add On for Cash Monitoring**. The FSN Add On for Cash Monitoring allows Corporate Subscribers to view and manage Transactions with all Financial Services Subscribers with which it is conducting Transactions. Up to ten Named Users in a production environment may use the FSN Add On for Cash Monitoring for each subscription.

4. **Support**. Only Standard Cloud Support is available for the Service.

5. **Maintenance Windows**. SAP can use the following maintenance windows for planned downtimes:

	Maintenance Windows
Regular Maintenance Windows	Two hours every Saturday (between 11:30 p.m. Saturday – 1:30 a.m. Sunday) in the respective Local Time*.
Major Upgrades	Up to 4 times per year from Friday 10 p.m. to Monday 3 a.m. Local Time. SAP will inform Customer in due time in advance (either by email or by any other electronic means)

(*)Local Time	**UTC−5, Americas;** **UTC+2, Europe;** **UTC+8, APA;**