

**SAP Ariba Cloud Services Supplemental Terms and Conditions**  
**Attachment 5: SAP Ariba Supplier Risk**

The general product terms and conditions for the SAP Ariba Supplier Risk Cloud Service are located in "SAP Ariba Cloud Services Supplement" (the "SAP Ariba Supplement"), and this Attachment is incorporated into, and made part of, the SAP Ariba Supplement. This Attachment, and any modifications to the Agreement made herein, apply solely to SAP Ariba Supplier Risk solution and not to any other SAP Cloud Service.

**1. ADDITIONAL DEFINITIONS**

- 1.1 "Customer Content"** means certain business information (including transaction and master data) concerning Customer, its suppliers and/or sub tier suppliers that is delivered by Customer to SAP in relation to use of the SAP Ariba Supplier Risk Cloud Service upon commencement of the Subscription Term. Such data may be delivered in the form of a .csv file and/or developed via data connections.
- 1.2 "Data Connection"** means a data extraction connection with Customer's database(s) or system(s) that allow specified Customer Content to be automatically transferred to SAP.
- 1.3 "SAP Content"** means collectively information, reports and content (including, but not limited to, customer survey responses, regulatory information about supplier organizations, new article references, risk indicators, company performance measures and/or publicly sourced information) made available to Customer by SAP as part of the Cloud Service whether originating from SAP or its third party data providers' ("**Providers**").
- 1.4 "User"** has different meanings depending upon the specific Cloud Service to which it is applied. For SAP Supplier Risk, "User" means an Authorized User that is authorized by Customer to access and/or use SAP Ariba Supplier Risk.

**2. DATA CONNECTIONS**

Customer must ensure that it has the right to grant SAP access to its system(s) via its Data Connection(s) and that SAP's data extraction from Customer's system(s) via Data Connection(s) and use of Customer Content as provided below does not breach or conflict with any third party rights, intellectual property rights of any third party, or confidentiality terms between Customer and any Extract-Transform-Load tools/connections provider.

**3. CUSTOMER CONTENT**

Customer Content, and all of Customer's intellectual property rights embodied therein, remains the sole and exclusive property of Customer, subject to any rights expressly granted to SAP herein. Any reference to "Customer Data" in the Agreement shall be deemed to include Customer Content, as defined herein, for purposes of this Cloud Service, provided that, in the event of conflict between the terms of this Attachment and any other term of the Agreement, the terms of this Attachment shall control. SAP may aggregate Customer Content with content from other SAP customers in order to create high level statistical reports ("**Anonymized Customer Content**") so long as at least four SAP customers (including Customer) have contributed to such report, and no individual customer contribution constitutes more than fifty percent (50%) of such report, and such analyses are anonymous as to any Customer and may not contain Customer Confidential Information. In support of the SAP Ariba Supplier Risk Cloud Service and related products and services, SAP will use Customer Content in combination with SAP Content in order to create enriched aggregated content ("**SAP Aggregated Content**") using SAP's proprietary software, applications, business models and information matching, cleansing and harmonization tools.

Any reference to "Cloud Materials" or "SAP Materials" in the Agreement shall be deemed to include SAP Aggregated Content as defined herein for purposes of this Cloud Service, provided that, in the event of conflict between the terms of this Attachment 5 and any other term of the Agreement, the terms of this Attachment 5 shall control.

#### **4. GRANT OF LICENSE BY CUSTOMER.**

Subject to the terms of this Attachment and the Agreement, Customer grants to SAP, SAP SE, and SAP SE Affiliates a non-exclusive, perpetual, fully paid up, irrevocable, worldwide, royalty-free license, under all of Customer's relevant intellectual property rights, to (i) store, display, copy, use, distribute, and create derivative works of the Customer Content in support of the functionality and features of the SAP Ariba Supplier Risk Cloud Service for the benefit of Customer; (ii) use, reproduce, display, distribute, perform, disclose, and create derivative works of Customer Content to create SAP Aggregated Content (defined above), and (iii) to commercially use, reproduce, display, distribute, perform, disclose, create derivative works of, make, have made, sell, offer to sell, or otherwise dispose of the SAP Aggregated Content and/or Aggregated Customer Content in any manner and via any media SAP chooses, without reference to the source (including the right to sublicense any of the foregoing). Customer will not provide Customer Content to SAP for which Customer is unable to grant the above rights.

#### **5. DATA LICENSE FROM SAP**

All SAP Content (for the avoidance of doubt, excluding the information Customer provides to SAP, which SAP later returns to Customer) is provided for Customer's and/or its Affiliates' internal commercial (non-consumer related) use only and may not be provided to third parties (excluding Contractors and Affiliates). Customer will only use the SAP Content in accordance with the Documentation for the Cloud Service, and will not use the SAP Content as a factor in establishing an individual's eligibility for (i) credit or insurance to be used primarily for personal, family or household purposes; or (ii) employment. For purposes of this Supplement, "**Contractor(s)**" shall mean a third party that may access the SAP Content on Customer's behalf and within a Customer-controlled environment, provided that such contractors use the SAP Content in accordance with this Agreement. Customer is liable according to § 278 German Civil Act, and similar laws as applicable, for any use or disclosure by any Contractor of SAP Content which if done by Customer itself would be a breach of this Agreement. Customer may not resell or relicense the Database Information.

#### **6. DISCLAIMERS**

**6.1** All SAP Content provided to Customer is proprietary information of SAP or its third party information providers ("**Providers**"). The SAP Content is provided, "as is" without warranty of any kind, including but not limited to warranties as to the accuracy, completeness, suitability for purpose, or timeliness of the SAP Content, and SAP advises Customer to independently verify such SAP Content. SAP and its Providers shall not be liable for any loss arising out of or in any way relating to the SAP Content. Customer is encouraged to notify SAP of errors in the SAP Content according to the process outlined in the Documentation. SAP's Providers are third party beneficiaries of these terms. SAP and its Providers (i) shall not be liable to Customer for any loss or injury arising out of or in any way relating to the Database Information and (ii) will not be liable for consequential, incidental, special, punitive or other indirect damages.

**6.2** This Cloud Service may supply alerts to Customer regarding actions affecting supplier fulfillment capabilities, including debarment status. Customer acknowledges that these alerts are for informational purposes only, and Customer should not rely on these alerts to fulfill any compliance or other obligations.