

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. FSN allows a corporate customer to send payment instructions to multiple financial institutions and receive status messages and statements from multiple financial services providers. FSN routes the messages as requested by either a corporate customer or financial services provider.

FSN does not generate payment instructions. FSN provides a network intermediary function, routing data between participants, monitoring the message flow and status and reformatting data as may be requested by a participant, but not the processing the underlying financial instruments. FSN will provide standard preferred formats which can be selected by a participant. In some cases, participants may also elect to pass through files that are not transformed within FSN. .

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, as defined below. 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. The sender of any message using the Service is solely responsible for the content of such message and SAP makes no warranty and shall have no liability for the contents of any message transmitted via the Service, including the accuracy or completeness of any information contained in a message.
- d. SAP is not performing any function of payment processing on behalf of a Corporate Subscriber or any Financial Services Subscriber with respect to payment instructions.
- e. If Customer is a Corporate Subscriber, Customer hereby authorizes SAP to forward its Corporate Subscriber payment instructions to applicable Financial Services Subscribers.
- f. 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.
- g. The Service includes ninety (90) days of data storage (including audit relevant data).

3. Definitions

a. 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 purchased as further described in this Section:

- (i) Connection via protocols as set forth in the Service Documentation;
- (ii) Send Transactions (purchased or obtained as described in Section 2.f.) transformed between Corporate Subscriber-specific format and SAP-defined canonical format and or sent in Financial Services Subscriber-specific format without transformation; and
- (iii) Receive Transactions in Corporate Subscriber-specified formats transformed from SAP-defined canonical format or receive Transactions in Financial Services Subscriber specific format without transformation.

b. Financial Services Subscriber means an entity that purchases either Financial Services Subscriber Full Membership Subscription or Financial Services Subscriber Basic Membership Subscription as defined below. A Financial Services Subscriber is permitted to use the Service for the following activities, in addition to those specific functions associated with specific packages purchased as further described in this Section:

- (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 (if purchased separately) 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.

c. 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.

d. 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 or status message 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.

4. Corporate Subscriber Services

a. FSN Standard Pack. The FSN Standard Pack includes 30,000 Transactions per month, three FSN Connections, use of the FSN Connector, the FSN business cockpit, one production environment and one non-production environment. FSN Standard Pack includes the right to connect with an unlimited number of Financial Services Subscribers.

- b. 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 an FSN Standard Pack, a Financial Services Subscriber Basic or Full Subscription, or at least one FSN Connection.
 - c. 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 Corporate Subscriber'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.
 - d. FSN business cockpit.** The FSN business cockpit allows a Corporate Subscriber 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 business cockpit for each subscription.
- 5. Financial Services Subscriber Services and Packages**
- a. Financial Services Subscriber Full Membership Subscription.** The Financial Services Subscriber Full Membership Subscription includes all of the services of a Financial Services Subscriber, and the right to receive unlimited Transactions from and send unlimited statements and status messages to an unlimited number of Corporate Subscribers.
 - b. Financial Services Subscriber Basic Membership Subscription.** The Financial Services Subscriber Basic Membership Subscription includes all of the services of a Financial Services Subscriber and one FSN Connection. The Financial Services Subscriber Basic Membership includes the right for the Financial Services Subscriber to send an unlimited number of statements and status messages to an unlimited number of Corporate Subscribers, but no right to receive Transactions. Connection to a single on-premise system of the Financial Service Subscriber is allowed.
 - c. B2C Connection.** The B2C Connection includes the right for a Financial Services Subscriber that purchases a Financial Services Basic Membership Subscription to receive unlimited Transactions from and send unlimited statements and status messages to a single Corporate Subscriber.
- 6. Storage.** Additional storage may be purchased in blocks of 1 GB.
 - 7. Support.** SAP shall provide support for the Service as described in [Attachment A](#) to this Supplement.
 - 8. 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;

Attachment A
To
Supplemental Terms for SAP Financial Services Network
Support Services for SAP Financial Services Network

This document ("Support Services Document") describes the support services provided by SAP for SAP Financial Services Network.

1. Applicability

This Support Services Document governs the provision of support and maintenance services by SAP to Customer for the Service.

2. Support Services

Support for Malfunctions

SAP will offer support for all malfunctions related to the Service (each an "Incident"). Support for custom applications is not included. Incidents have to be reported by Customer via the help functionality made available by SAP (or any other support channel introduced by SAP). In the event that SAP must access any of Customer's systems remotely, e.g. via application sharing, Customer hereby grants to SAP the permission for such remote access. The following Incident priorities shall apply:

Incident Priorities	Definition	Support Availability	Support Language	Initial Response Time
Very High	The problem has very serious consequences for major business transactions and urgent work cannot be performed. The Incident requires immediate attention because the malfunction can cause serious losses.	24 hours x 7 days a week	English, except for: Monday to Friday 9.00 am to 5.00 pm Central European Time: English, German	SAP initial response within 4 hours of confirmation.* SAP will attempt to contact customer within the initial response time to clarify business impact and initiate resolution process.
High	A business transaction does not work and necessary tasks cannot be performed. The Incident requires prompt attention because the malfunction can disrupt the entire productive business flow.	Monday to Friday from 9:00 am – 5:00 pm Local Time** (as defined below)	English, German	SAP initial response within 3 days of confirmation.* SAP will attempt to contact customer within the initial response time to clarify business impact and initiate resolution process.

Medium	A business transaction does not work as expected with minor consequences for the productive operation.			Reasonable response time based on the incident (usually within 4 days).* SAP will attempt to contact customer to clarify business impact and evaluate incident.
Low	The malfunction has only few or no effects on business transactions.			Reasonable response time based on the incident.*

*Incident receipt at SAP will be confirmed via SAP message handling system response for all online submitted incidents.

**Local Time shall mean the time zone in which SAP's registered office is located.

Software Changes

SAP will proactively apply software updates and patches during the defined maintenance windows. In case a patch needs to be applied outside a maintenance window, SAP will notify Customer in advance.

3. Customer Obligations/Preconditions

As a precondition to receive the support services as described in Section 2 above, Customer shall fulfill the following obligations:

Key Users

Customer shall identify at least one English-speaking Named User as a "Key User". The Key User is responsible for managing all business related tasks of the Service related to Customer's business, such as:

- (i) Support end users and manage their Incidents. This includes searching for known solutions in available documentation and liaising with SAP support in the event of new problems
- (ii) Manage background jobs and the distribution of business tasks across users;
- (iii) Manage and monitor connections to Customer's third party systems (if available), such as e-mail, fax, printers;
- (iv) Support the potential adaptation of the Service.

Exploration of self-help tools

In case of Incidents, Customer shall make reasonable effort to explore self-help tools to find already documented solutions.