

SAP HANA Cloud Platform Supplemental Terms and Conditions

These supplemental terms and conditions (“the Supplement”) are part of an agreement for certain SAP Cloud Services (“Agreement”) between SAP and Customer and apply solely to SAP HANA Cloud Platform (“HANA Cloud Platform”) and not to any other SAP product or service.

1. APPLICABILITY. HANA Cloud Platform is a collection of individual Cloud Services. These Cloud Services can be ordered individually on an Order Form, and each Cloud Service is subject to the terms of the SAP HANA Cloud Platform – Service Description Guide (the “**Service Description Guide**”), the terms of which are incorporated in the Supplement by reference and available at the following link: <https://hcp.sap.com/capabilities/service-description> or from SAP upon customer’s request.

2. DEFINITIONS

2.1. “Cloud Package” means a defined set of individual Cloud Services that are subject to a single subscription fee and collectively deemed a Cloud Service.

2.2. “Community Support” means SAP does not provide any support for the specific Cloud Service. Customer may access SAP on-line communities to seek resolution to support incidents and product questions, however SAP does not offer any response time agreement.

2.3. “Content” means any business logic, code, data models, configurations, user data, or other electronic materials that have been created by Customer using Tools and that can be deployed on the Platform Cloud Services or a device.

2.4. “Platform Applications” means a set of related functionality deployed on a Platform Cloud Service, developed by (a) Customer using Tools (b) SAP, or (c) a third party for usage by multiple customers, that has been reviewed or certified by SAP in accordance with SAP’s program guidelines for partner applications.

2.5. “Platform Cloud Services” means those Cloud Services on which Platform Applications can be built and deployed, as identified in the Services Description Guide.

2.6. “Tools” means integrated development environments (IDE), software development kits (SDK), applications, editors, application programming interfaces (“APIs”), templates, sample code, data integration connectors, and other similar developer software, documentation, quick start guides, and reference materials including classes and methods and sample code that are provided by SAP and utilized by Customer to create Content.

2.7. “User” means an individual authorized to access a Platform Application in accordance with the terms and conditions of the Agreement.

3. SCOPE OF USAGE

3.1. SAP may from time to time modify the Service Description Guide subject to the terms of the GTC regarding “Modifications”.

3.2. Customer may only use the Cloud Services, Content and Platform Applications in support of Customer’s and its affiliates’ business operations.

3.3. Each individual Cloud Service included in a Cloud Package is subject to the terms applicable to the individual Cloud Service as set forth in the Service Description Guide.

3.4. Customer must have appropriate agreements in place with its Users containing terms that protect SAP’s rights and restrict use of the Cloud Services that are at least as protective and restrictive as the terms of the Agreement.

3.5. Other than communication (including data transfers) via application level APIs between a Cloud Service and software applications running on any third party runtime database acquired from SAP or its Affiliates, or any of its respective resellers or distributors, the Cloud Service shall not access, directly or indirectly, in any manner whatsoever, any such third party runtime database(s).

4 PLATFORM CLOUD SERVICES

4.1 Customer may not resell or redistribute access to the Platform Cloud Services or any of their components to any third party without prior written consent from SAP.

- 4.2 Platform Applications created by third parties not specifically for Customer must be reviewed or certified by SAP in accordance with SAP's program guidelines for partner applications before they are deployed on Platform Cloud Services.
- 4.3 Customer may not use, and may not authorize any Users accessing the Platform Cloud Services to use, any Excluded Components in connection with the Platform Cloud Services. "Excluded Components" mean any content that is subject to a license that requires, as a condition of the use, access, and/or modification of the Excluded Component, that any other software or services interacting with or hosted alongside such a component: (a) be disclosed or distributed in source code form, (b) be licenses to recipients for the purpose of making derivative works, (c) be licensed at no charge, (d) not to be used for commercial purposes, or (e) to be otherwise encumbered in any manner.
- 4.4 If Customer has subscribed to a Platform Cloud Service or Cloud Package with a Usage Metric of Users, any Platform Application deployed on the Platform Cloud Services must include user-authentication functionality (either SAP, third party or customer-developed authentication) that sufficiently captures User access data to determine the number of Users accessing the Platform Cloud Service.
- 4.5 Usage Metrics applicable to Cloud Services included in a Cloud Package that are stated on a "per User" basis are aggregated (i.e., multiplied by the total Users in the Cloud Package subscription) for purposes of calculating compliance with Usage Metric limits. Each User can use any amount of such Usage Metric provided the aggregate amount of the Usage Metric used by all Users does not exceed the total amount of Customer's subscription.

5. CONTENT

- 5.1. Customer is solely responsible for the Content deployed on the Cloud Services.
- 5.2. Customer shall ensure that the Content will not: (a) unreasonably impair, degrade or reduce the performance or security of any SAP software, services, or related technology; (b) enable the bypassing or circumventing of any SAP license restrictions and/or provide any third party with access to the SAP software or other SAP products to which such third party is not licensed or otherwise entitled; (c) render or provide, without prior written consent from SAP, non-public information related to SAP software; or (d) permit mass data extraction from SAP software to a non-SAP product for the purposes of replacing the SAP software as the data's system of record, including use, modification, saving or other processing of such data in the non-SAP product.
- 5.3. Subject to SAP's ownership of the Tools and Cloud Service, the ownership of any Content Customer creates under the Agreement shall vest in Customer.
- 5.4. In exchange for the right to develop Content under the Agreement, Customer covenants not to assert any intellectual property rights in Content against any SAP product, service, or future SAP development.
- 5.5. In the event the Content created under the Agreement can be utilized to access, use, edit, copy, or extract data or database content from another SAP solution, third-party database or a third-party software product, Customer is responsible for entering into a separate agreement with SAP or third-party which grants Customer the applicable rights to the SAP solution, third-party database or third-party software product from which Customer is extracting and using data hereunder. Fees for such a rights are not included in the fees for the Cloud Service under the Agreement.
- 5.6. SAP does not provide any maintenance or support for the Platform Applications and Content.

6. TOOLS

- 6.1. SAP makes the Tools available to Customer solely for the purposes of designing, developing, testing, and demonstrating Content that is compatible with SAP software and SAP Cloud Services. Customer is responsible for using the latest version of Tools made available by SAP.
- 6.2. SAP can make Tools available to Customer on the Platform Cloud Services or by means of download at <https://tools.hana.ondemand.com> or <https://service.sap.com>. The use of such Tools is subject to Customer's acceptance of separate terms and conditions presented to the User upon download/access to the Tools.

- 6.3. Upon termination or expiration of the Agreement, Customer's rights to use the Tools (including Tools made available by means of download) shall cease.
- 6.4. Service Level Agreements do not apply to Tools downloaded and utilized in Customer's local environment.

7. AVAILABILITY

- 7.1. Service Level Agreements and maintenance windows for the Cloud Services will apply as specified in the Services Description Guide.
- 7.2. Customer is responsible for ensuring that Platform Applications deployed on the Platform Cloud Services are fail safe and capable of automatically restoring their running state without any manual operator intervention in the event of Platform Cloud Services or Cloud Service restart.

8. BETA SERVICES

SAP may offer and Customer may choose to accept access to functionality that is not generally available, not validated and not quality assured in accordance with SAP's standard processes ("**Beta Functionality**"). Beta Functionality is described as such in the Documentation. SAP may require Customer to accept additional terms to use Beta Functionality. Any production use of the Beta Functionality is at Customer's sole risk. SAP does not warrant or guarantee the correctness and completeness of the Beta Functionality, and Customer is solely responsible for any malfunction, errors or damages caused by the usage of the Beta Functionality. SAP may discontinue providing Beta Functionality at any time. Service Level Agreements and Support obligations do not apply to Beta Functionality. No personal data may be processed using Beta Functionality.

9. USER PRIVACY

Customer will protect the privacy and legal rights of its Users under all applicable laws and regulations, which includes a legally adequate privacy notice communicated from Customer (or to the extent applicable, obtain necessary consent according to data protection laws). Customer will obtain and maintain any required consents from Users to allow Customer to access, monitor, use or disclose such content, data and materials. Further, Customer will notify its Users that any information provided as part of or during interaction with the Platform Application will be made available to SAP as part of SAP providing the Cloud Service.

10. INFRINGEMENT OF RIGHTS

If SAP is notified by a User or an owner of Customer Data (including Content) that the Customer Data allegedly infringes its rights, SAP may investigate the allegation (including by consulting with Customer) and determine in good faith and in its reasonable discretion whether to require Customer to remove the Customer Data, which Customer shall do after prior notice from SAP regarding such removal within a reasonable time in light of the circumstances. SAP has no obligation to monitor Customer Data and interactions between Users or Customer and its Users. Customer shall remove any and all Customer Data of which it becomes aware that is infringing in a prompt manner.

11. MOBILE APPLICATIONS

Certain Cloud Services may be accessed by Users through a mobile application obtained via third-party websites (e.g.: Android or Apple app store). The use of such mobile applications may be governed by the terms and conditions presented to the User upon download/access to the mobile application and not by the terms of the Agreement. The third party that operates the website through which the mobile application is distributed may stop distributing the mobile application at any time, and SAP is not responsible for the unavailability of the mobile application due to the actions of the third party distributor.