

SAP Integrated Business Planning 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 Integrated Business Planning (the “Cloud Service”) and not any other SAP product or service.

1. USE OF THE CLOUD SERVICE

1.1. SAP Integrated Business Planning is a suite of five separate products, including:

- (a)** Integrated Business Planning for Sales and Operations,
- (b)** Integrated Business Planning for Demand,
- (c)** Integrated Business Planning for Response & Supply,
- (d)** Integrated Business Planning for Inventory; and
- (e)** Integrated Business Planning Control Tower.

A separate subscription is required to use each product.

1.2. Each subscription for a product in the SAP Integrated Business Planning suite includes a designated amount of HANA database memory. The total amount of HANA database memory is determined based on the number of products for which a subscription is obtained. The amount of HANA database memory included with a specific number of applications is only a base amount, and Customer may need additional storage/memory depending on its use case. The following table sets forth the maximum amount of HANA database memory provided based on the number of products subscribed:

Number of Integrated Business Planning Applications	1	2	3	4	5
Server Size (HANA DB Memory)	512 GB	1.5 TB	3 TB	4 TB	6 TB

1.3 The SAP Integrated Business Planning starter edition, customer version combines functionality of the SAP Integrated Business Planning products listed in Section 1.1. It includes a 256GB production server (HANA Database memory) and a 256GB test tenant, and is limited to 50 million planning points (defined during implementation).

2. FEES

2.1 The Usage Metric for the Cloud Service is Revenues. **Revenues** are the annual incomes that Customer and its corporate group receive from normal business activities and other revenues from interests, dividends, royalties or other sources. Customer’s corporate group shall include Customer and all its Affiliates. Customer’s Revenues may be based on the a subset of entities that comprise Customer’s corporate group if (a) the data being processed using the Cloud Service is limited to the data directly associated with the subset of entities whose Revenues is used to calculate fees specified in the Order Form and (b) the Revenues of the subset of entities can be separately verified. Revenues may be assessed by SAP once per year beginning on the annual anniversary date of the Order Form effective date.

2.2 Customer may obtain a subscription to test tenants (each a “**Test Tenant**”). Test tenants may only be used for non-production testing and evaluation. No more than (50) Authorized Users may access each Test Tenant.

2.3 Customer may purchase HANA database memory, in addition to the amounts listed in Section 1.2 of this Supplement, as required and at SAP’s then-current rates.

2.4 The Usage Metric for SAP Integrated Business Planning starter edition, customer version is flat fee per year.

3. ADDITIONAL TERMS.

3.1 To the extent Customer has a current valid perpetual license for SAP ERP on-premise software, Authorized Users of the Cloud Service are permitted to access the SAP ERP software and other software through the Cloud Service only for the limited purposes of synching master data and planning data with the following SAP systems: Supply Chain Management, Customer Relationship Management, Enterprise Core Component, Business Planning and Consolidation and Business Warehouse. If SAP ERP software integration is required for any systems not specified above, then appropriate named user licenses for SAP ERP software that allow access to those systems' master data and planning data are required at an additional cost (i.e., costs on top of the pricing for the Cloud Service under an Order Form).

3.2 The Cloud Service includes the Data Services component of SAP HANA Cloud Platform, integration service, which includes the SAP HANA Cloud Platform, integration services Data Services Agent. Use of the SAP HANA Cloud Platform, integration services Data Services Agent is limited to integrating the Cloud Service with either an SAP on-premise software product or another SAP cloud solution, or a third-party solution for which Customer has secured an appropriate license and such use is in accordance with such license. Customer shall utilize the most current version of the SAP HANA Cloud Platform, integration services Data Services Agent made available by SAP.

3.3 The Cloud Service (except for SAP Integrated Business Planning starter edition, customer version) includes SAP Smart Data Integration, and the SAP Smart Data Integration Agent, which may be used solely for integration of the Cloud Service with SAP on-premise ERP systems.

3.4 In addition to the hosted portion of the Cloud Service, SAP shall make available for download by Customer the following components (collectively, the "**Downloads**"):

- (a) an Excel Add-In to enhance the user experience within certain features of the Cloud Service;
- (b) data mapping templates for use in Customer's on-premise SAP system;
- (c) SAP HANA Cloud Integration Data Services Agent; and
- (d) SAP Smart Data Integration Agent.

The Downloads are part of the Cloud Service and their use is limited exclusively to use with the Cloud Service, by Authorized Users and only for the term of the applicable Order Form.

3.5 Portions of the Cloud Service may be accessed by Authorized Users through a mobile application obtained via third-party websites. The use of such mobile applications is governed by the terms and conditions presented to the Authorized User upon download/access to the mobile application and not by the terms of this 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.