

**SAP S/4HANA CLOUD, PRIVATE OPTION ADDENDUM TO
SAP HANA ENTERPRISE CLOUD SUPPLEMENTAL TERMS AND CONDITIONS**

The additional supplemental terms and conditions in this S/4HANA Cloud, private option addendum (“S/4HANA Private Addendum”) are part of the SAP HANA Enterprise Cloud Supplemental Terms and Conditions (“HEC Supplement”) and apply, in addition to the terms and conditions in the HEC Supplement, solely if Customer is purchasing a subscription to SAP S/4HANA Cloud, private option.

A. SAP S/4HANA Cloud, Private Option: HEC Services

1. DEFINITIONS

SAP S/4HANA Cloud, private option Application Management Services (“S/4HANA Private AM Services”)	The post implementation application support as described in Section B of this addendum for a Customer's S/4HANA Cloud Private Option Environment, and provided as part of the Cloud Services which Customer has purchased pursuant to an Order Form. S/4HANA Private AM Services shall be understood to be included in the definition of “Services” and “Cloud Services” as those terms are used in the Agreement.
SAP S/4HANA Cloud, private option	<p>A package of services provided to Customer pursuant to an Order Form and consisting of HANA Enterprise Cloud Services (including the specific Subscription Software included in the package as set forth herein), Enterprise Support and S/4HANA Private AM Services. SAP S/4HANA Cloud, private option covers the following packages as listed in the Order Form:</p> <ul style="list-style-type: none"> • SAP S/4HANA Enterprise Management Cloud, private option • SAP S/4HANA Finance Cloud for receivables management, private option, prof user • SAP S/4HANA Finance Cloud for receivables management, private option, limited user • SAP S/4HANA Finance Cloud for shared services framework, private option • SAP BusinessObjects Planning and Consolidation for SAP S/4HANA Cloud, private option, standard edition • SAP BusinessObjects Planning and Consolidation for SAP S/4HANA Cloud, private option, upgrade edition • SAP S/4HANA Finance Cloud for cash management, private option • SAP S/4HANA Finance Cloud for in-house cash, private option • SAP S/4HANA Finance Cloud for treasury and risk management, private option • SAP S/4HANA Cloud for central finance foundation, private option • SAP S/4HANA Supply Chain Cloud for commercial project management for workspaces, private option • SAP S/4HANA Supply Chain Cloud for commercial project management for cost and revenue planning, private option • SAP S/4HANA Supply Chain Cloud for commercial project management for issue and change management, private option • SAP S/4HANA Insurance Cloud for collections & disbursements, private option • SAP BusinessObjects Enterprise, professional edition for cloud solutions, private option

	Infrastructure Add-On packages: <ul style="list-style-type: none"> • SAP S/4HANA Cloud, disaster recovery, private option • SAP S/4HANA Cloud, memory extension, private option
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2. SUBSCRIPTION SOFTWARE

2.1. S/4HANA Enterprise Management Cloud, private option

- (a) Subscription Software included in the S/4HANA Enterprise Management Cloud, private option is comprised of the following software components:
- SAP S/4HANA Enterprise Management
 - SAP Single Sign-On
 - SAP NetWeaver Gateway
- (b) **Full Usage Equivalents.** Full User Equivalents (FUE) are individuals who are authorized to use the Cloud Service. The number of FUE subscribed by Customer is stated in the Order Form. Full User Equivalent is defined by the table below. Use rights descriptions are set forth in the SAP Software Use Rights document.

Conversion ratio into FUE	Use Rights
0.5	SAP Developer Access
1	S/4HANA Enterprise Management for Professional use
5	S/4HANA Enterprise Management for Functional use
50	S/4HANA Enterprise Management for Productivity use

2.2. SAP S/4HANA Finance Cloud for receivables management, private option:

- (a) Subscription Software included in the **SAP S/4HANA Finance Cloud for receivables management, private option** is comprised of the following software components:
- SAP Credit Management
 - SAP Dispute Management
 - SAP Collections Management
- (b) **SAP S/4HANA Finance Cloud for receivables management, private option, limited edition** Users of the **SAP S/4HANA Finance Cloud for receivables management, private option, limited edition** are subject to the following use rights:
- Users have view only access to all components of the package.
 - Users are authorized to perform the following roles supported by the SAP S/4HANA Finance Cloud for receivables management, private option, all solely for such User's own purpose and not for or on behalf of other individuals:
 - view only access Smart Business Cockpit content sourced from the credit, disputes and collections engines (SAP Credit Management, SAP Collections Management, SAP Dispute Management).

2.3. SAP BusinessObjects Planning and Consolidation for SAP S/4HANA Cloud, private option:

- (a) Software included in the SAP BusinessObjects Planning and Consolidation for SAP S/4HANA Cloud, private option, is comprised of the following software components:
- SAP Business Planning and Consolidation, version for SAP NetWeaver
- (b) **SAP BusinessObjects Planning and Consolidation for SAP S/4HANA Cloud, private option, standard edition:** Users can

- create or modify reports, limited to: execute existing reports or create reports on existing data structures
 - edit, enter and/or upload operational data as required (i.e. actuals, planning, used resources for each period)
 - change status on workflow tasks (i.e. submission of data for approval or actual approval)
 - view data using any tool
 - perform planning tasks only on existing models, limited to existing controls
 - perform consolidation tasks only on existing models
 - run controls on data which the user has submitted, limited to existing controls
- (c) **SAP BusinessObjects Planning and Consolidation for SAP S/4HANA Cloud, private option, upgrade edition:**
Prerequisite for this user is an SAP BusinessObjects Planning and Consolidation for SAP S/4HANA Cloud, private option, standard edition.
Upgrade edition users can:
- execute any administrative tasks.
 - create or modify users
 - create or modify any master data (accounts, products, etc.)
 - create or modify any process flows or workflow
 - create or modify all reports
 - create or modify any allocation rule or consolidation rule
 - create or modify any model or consolidation definition
 - perform planning tasks only on existing models, can also create and edit controls
 - run controls on data which the user has submitted can also create and edit controls
- 2.4. SAP S/4HANA Finance Cloud for cash management, private option (only available on S-Infinity version):**
(a) Subscription Software included in the SAP S/4HANA Finance Cloud for cash management, private option includes SAP Cash Management and SAP Bank Communication Management solutions
- 2.5. SAP S/4HANA Finance Cloud for in-house cash, private option:**
(a) Subscription Software included in the SAP S/4HANA Finance Cloud for in-house cash, private option is comprised of the following software components:
- SAP In-house Cash
- 2.6. SAP S/4HANA Finance Cloud for treasury and risk management, private option:**
(a) Subscription Software included in the SAP S/4HANA Finance Cloud for treasury and risk management, private option is comprised of the following software components:
- SAP Treasury and Risk Management
- 2.7. SAP S/4HANA Finance Cloud for shared services framework, private option:**
(a) Subscription Software included in the SAP S/4HANA Finance Cloud for shared services framework, private option is comprised of the following software components:
- SAP Shared Service Framework for Finance
 - SAP Shared Service Framework for HR
- 2.8. SAP BusinessObjects Enterprise, professional edition for cloud solutions, private option:**
(a) Subscription Software included in the SAP BusinessObjects Enterprise, professional edition for cloud solutions, private option is comprised of the following software components:
- SAP Business Objects Enterprise, professional edition
- 2.9. SAP S/4HANA Cloud for central finance foundation, private option:**
(a) Subscription Software included in SAP S/4HANA Cloud for central finance foundation, private option is comprised of the following software components:

- SAP Central Finance Foundation
- 2.10. SAP S/4HANA Supply Chain Cloud for commercial project management for workspaces, private option:**
- (a) Subscription Software included in SAP S/4HANA Supply Chain Cloud for commercial project management for workspaces, private option is comprised of the following software components:
- SAP Commercial Project Management, option for workspaces
- 2.11. SAP S/4HANA Supply Chain Cloud for commercial project management for cost and revenue planning, private option:**
- (a) Subscription Software included in SAP S/4HANA Supply Chain Cloud for commercial project management for cost and revenue planning, private option is comprised of the following software components:
- SAP Commercial Project Management, option for cost and revenue planning
- 2.12. SAP S/4HANA Supply Chain Cloud for commercial project management for issue and change management, private option:**
- (a) Subscription Software included in SAP S/4HANA Supply Chain Cloud for commercial project management for issue and change management, private option is comprised of the following software components:
- SAP Commercial Project Management, option for issue and change management
- 2.13. SAP S/4HANA Insurance Cloud for collections & disbursements, private option:**
- (a) Subscription Software included in SAP S/4HANA Insurance Cloud for collections & disbursements, private option is comprised of the following software components:
- SAP Collections and Disbursements for Insurance
- 3. SUBSCRIPTION SOFTWARE USE RIGHTS AND RESTRICTIONS FOR SAP S/4HANA CLOUD, PRIVATE OPTION**
- (a) Use of the Subscription Software components of SAP S/4HANA Cloud, private options is restricted to the Usage Metrics and volumes stated in the Order Form and is subject to the conditions set in the Agreement.
- (b) A license to SAP HANA, Limited Runtime edition for Applications and SAP BW is included in the packages.
- (c) Notwithstanding any terms to the contrary in the Agreement, no modifications to the software source code of any of the Subscription Software included in the S/4HANA Private packages are permitted. All software components listed above are "Runtime" software components and use of such Runtime components is limited solely to use with the other runtime components.

B. SAP S/4HANA Cloud, Private Option Application Management Services

1. Definitions.

The capitalized terms below have the meanings indicated for purposes of this Section B of the S/4HANA Private Addendum. Capitalized terms used in this Section B of the S/4HANA Private Addendum but not defined herein will have the meanings assigned to them in the applicable Order Form or the HEC Supplement.

AMS Environment	The applications and related computing environment and/or processes to be supported through the S/4HANA Private AM Services, as defined in the applicable Order Form.
Audit	An assessment of the internal controls of the entire process landscape and fulfillment of the process requirements. It is also used to communicate new legal requirements which could lead to the implementation or change of controls, as needed.

Change Management Process	A process that defines the procedure through which a change of the business process is authorized, planned and deployed into Customer's PRD systems within the AMS Environment. All changes in the Customer's AMS Environment which are not caused by an Incident or Problem or agreed as a Standard Change are considered a Request for Change. Change Management does not only include the implementation procedure, but the holistic process from the requirement to the deployment. Changes are classified by their potential impact to the productive system. Depending on the potential impact a certain approval level is required.
Change Implementation	A sub-process of Change Management that defines the procedure through which to control the deployment of a change into a PRD system in order to minimize the risks of failure. This includes proper unit testing in the QAS system within the AMS Environment and another validation test done by Customer. Finally the import into the PRD environment has to be executed as planned with Customer.
Incident	An unplanned interruption of a business process within the AMS Environment.
Key User	A Customer's contact person who has special business process and SAP knowledge.
Problem	A Problem is the underlying root cause of an Incident. A Problem can cause multiple Incidents.
Request for Change or RfC	A request for and description of a desired business process change within the AMS Environment. Requests for Change are processed in compliance with the Change Management process.
Standard Change	Low-impact changes that are pre-defined and pre-authorized. Standard Changes are processed in compliance with the Request Fulfillment process.
Ticket	The electronic documentation of any support request addressed by Customer to SAP. Each Ticket is given a number at the point of time it is created. The Ticket number will be the single reference to the Customer's request.

- 2. SAP S/4HANA Cloud, private option Application Management Services.**
- a. S/4HANA Private AMS consists of the service component listed and described below.
 - **Proactive Recurring Service Plan.** SAP performs proactive recurring service in accordance to a pre-defined service plan defining tasks and frequency of execution. SAP will execute the agreed customer specific service plan and provision the service without further triggering a service request or otherwise, by Customer.
Activities from the Proactive Recurring Service Plan requiring changes to the PRD system will be processed in compliance with the (AMS) Change Management Process. A Ticket on behalf of Customer may be created by SAP, and Customer approval may be required.
 - b. SAP will provide these S/4HANA Private AM Services remotely and only for the productive AMS Environment. All AM Services are delivered for SAP Netweaver based systems and applications which are in SAP mainstream maintenance only.
 - c. S/4HANA Private AMS delivered by SAP includes the scope of services described in the S/4HANA Cloud, Private Option Roles and Responsibilities Supplement to the HEC RR Documentation.
 - d. S/4HANA Private AM Services delivered by SAP do not include:
 - Incident Management
 - Change Management (customization, enhancements, implementation of new functions or interfaces)

- Authorization and Role Management
- Interface Management or Interface Monitoring
- Business Process Monitoring
- Problem Management
- Support of customer specific enhancements or custom code
- Onsite alignments and travel

3. Engagement Approach for S/4HANA Private AMS

a. Engagement Management

SAP and Customer shall each designate an Engagement Manager. Customer’s Engagement Manager shall be empowered to make necessary decisions for Customer or bring about such decision without undue delay and shall provide a list of key Customer contacts, contact role, title, office phone number, cell phone number, e-mail address, etc. Such Engagement Managers shall cooperate closely with each other to administer the terms of this supplement and any Order Forms. All S/4HANA Private AMS performed by the assigned SAP resources shall be coordinated with Customer’s Engagement Manager.

b. Engagement Governance

To ensure effective communication between SAP and the Customer, SAP and Customer will regularly conduct a status meeting, to clarify open issues and answer questions, according to the frequency defined in the table below:

Event	Attendees	Time & Date	Purpose	Frequency	Typical Method
Customer and SAP EWA Feedback session	<ul style="list-style-type: none"> • SAP SME • Customer SME 	2 hours	<ul style="list-style-type: none"> • Review recommendations of AMS team 	Semi-yearly	Report, Tele conference on demand
Innovation workshop	<ul style="list-style-type: none"> • Management, • Customer Delivery Manager, selected key user & SAP Engagement Manager and selected SAP AMS subject matter experts 	1 day	<ul style="list-style-type: none"> • Provide customer with information about relevant SPS or FPS news and changes, plan SPS/FPS implementation 	Yearly	Tele conference, one request workshop in SAP or customer premise (travel time and costs to be extra charged)

d. Customer’s additional responsibilities including Collaboration and cooperative duties

- Customer is responsible to provide SAP reasonable and sufficient documentation of its business processes in order for SAP to perform its responsibilities.
- Customer is responsible for all data stored into the systems. Customer is responsible for backing up its data. Except where otherwise expressly indicated in writing by Customer, SAP is always entitled to act on the assumption that all Customer Data is backed up.

- (iii) During the Term, Customer names and maintains a representative who will be Customers' primary point of contact in dealing with SAP and will have the authority and power to make decisions with respect to any action to be taken by Customer under this contract.
- (iv) In due time before start of the Service, Customer will make technical documentation, end-user documentation and business process documentation available to SAP in English language. In case Customer fails to provide this documentation on time or if the documentation does not have the required level of detail, the AMS start might be delayed and support efforts by SAP and fees chargeable to Customer might increase.
- (v) Customer provides SAP, free of charge, for the semi-annual audits a user with all necessary authorizations. This is required for all systems in which SAP has responsibility for transportation management (managing the technical deployment of changes from NON-PRD systems to PRD systems). Customer also confirms that its transportation management can be checked for audit purposes and that information is also made available to the respective auditors. This is only applicable if during the set up phase it is agreed that SAP will be responsible for transports to PRD.
- (vi) During the agreed service times Customer will ensure the availability of a sufficient number of Key Users who have the required technical-, application and business process knowledge and sufficient skills to communicate with SAP's AMS Consultants in the agreed support language and will provide to SAP a list of the Key Users and any third party resources assigned by Customer, including name, function, phone number, fax number and email address.
- (vii) If Customer fails or partially fails to comply with these collaborative and cooperative duties or if Customer fails to comply with these collaborative and cooperative duties in the right quality or if Customer fails to comply on, SAP can request adjustments of the schedule and/ or charge additional fees to address increased SAP costs resulting from the Customer's non-compliance.
- (viii) Customer is responsible for adaptations or extensions to the solution, for example, ones caused by Customer's changing requirements or structures (Organizational Change Management).