

## Service Description SAP Learning Hub

SAP Learning Hub (“Learning Hub”) is a cloud-based SAP enablement solution.

References herein to GTC refer to the SAP Cloud General Terms and Conditions.

### **1. Editions**

1.1 The following editions of SAP Learning Hub are commercially available to customers:

1. Professional Edition;
2. User Edition;
3. Student Edition.

1.2 An explanation of the editions can be found at <http://go.sap.com/training-certification/learning-hub.html#editions>.

### **2. Features**

2.1 SAP Learning Hub provides the following features subject to applicable fees and Usage Metrics:

1. Access to high-quality SAP learning content, available in multiple formats and languages;
2. Access to online learning rooms, which provide expert-led, social learning and peer collaboration capabilities;
3. Learning Management Systems (LMS) capabilities to report and monitor learning programs;

2.2 Details on Named User Reassignment can be found at <https://training.sap.com/shop/content/LH-Product-Support?nocache>.

### **3. Subscription for SAP Live Access**

3.1 At any time during the Learning Hub Subscription Term, Customer may purchase a subscription to Live Access, subject to additional fees and subject to the Usage Metrics, indicated therein, by entering into an applicable Order Form to document such purchase.

3.2 SAP Live Access provides on-demand training with SAP software systems with real data.

3.3 An explanation for SAP Live Access can be found at [https://training.sap.com/shop/live-access?url\\_id=banner-G-learninghub-left-LiveAccess\\_G](https://training.sap.com/shop/live-access?url_id=banner-G-learninghub-left-LiveAccess_G).

## Learning Hub Supplement (“Supplement”)

### 1. Definitions

- 1.1 “Documentation” means SAP’s then-current description for Learning Hub which is made available to Customer online at <https://training.sap.com/shop/content/LH-Product-Support?nocache>.

### 2. Usage Rights for Learning Hub

- 2.1 The Usage, Rights and Restrictions provisions of the GTC (currently Article 2) shall apply with the following deviations:
- 2.2 Customer shall not sublicense, license, sell, lease, rent or otherwise make Learning Hub available to third parties (other than Authorized Users who are using Learning Hub in accordance with Customer’s authorized use of Learning Hub). Customer shall be responsible for the acts and omissions of its Authorized Users as if they were the acts and omissions of Customer. Authorized User access credentials issued to access or utilize Learning Hub are assigned to one individual user and cannot be shared, or used by more than one individual or re-assigned to another individual unless with SAP’s express permission subject to the criteria as listed under <https://training.sap.com/shop/content/LH-Product-Support?nocache>.
- 2.3 When using Learning Hub, Customer shall not, and shall ensure that its Authorized Users do not: download or offline use any parts of the learning content including but not limited to copies on local drives, printing of learning content except where such download or offline use is expressly marked as allowed.
- 2.4 Customer acknowledges that Customer complies with the technical requirements described in the technical requirements document located here, <https://training.sap.com/shop/content/LH-Product-Support?nocache>.

### 3. Price, Terms of Payment and Delivery

- 3.1 The Prices and Terms of Payment provisions of the GTC (currently Article 6) shall apply with the following deviations:
- 3.2 Access to Learning Hub is only available online via an Internet connection. Authorized Users must have valid access credentials to gain access; as a consequence for the timely creation of all Authorized Users Customer must provide to SAP the following information: First Name, Last Name, Email, Country and Company Name for each prospective Authorized User.
- 3.3 The Verification provision of the GTC (currently Article 6.4) solely with respect to any usage in excess of the usage metrics, shall not apply to Learning Hub.
- 3.4 Notwithstanding anything in Term provision of the GTC (currently Article 7.1) to the contrary, the parties may renew the subscription of the Learning Hub only by entering into an applicable Order Form.
- 3.5 Payment is not dependent upon completion of any implementation of Learning Hub. Notwithstanding anything to the contrary, the fees for the Learning Hub shall be invoiced annually by SAP and paid by Customer in advance, and otherwise in accordance with the GTC. Fees for Renewal Terms will be equal to the fees for the immediately preceding subscription term (including any additional Usage Metrics or Learning Hub added to this Order Form during the Subscription Term), provided SAP may apply an increase to such fees (over the preceding term of the Order Form) to account for changes in consumer prices generally over the preceding term of the Order Form. Non-recurring fees (if any) shall be invoiced by SAP and paid by Customer upon commencement of the Subscription Term.
- 3.6 If Customer requires access to the Learning Hub to export and retrieve its Customer Data after the effective date of termination, Customer may extend the Subscription Term for up to ninety (90) days by notifying SAP within (30) days of termination and paying subscription fees for such extension, if applicable. Subscription fees for such extension, if applicable, shall be calculated as a monthly proration of the annual fees in effect for the Learning Hub immediately preceding termination. Subject to the foregoing, SAP shall have no obligation to maintain or provide any Customer Data. At Customer’s request upon termination of the Agreement, SAP shall, within a reasonable time period, remove, delete, purge, overwrite or otherwise render inaccessible all Customer Data still remaining on the servers used to host the Learning Hub to the extent possible based on the then-current technology available within the Learning Hub, unless and to the extent applicable laws and regulations require further retention of such data.
- 3.7 **No Legal Advice.** Customer acknowledges and agrees that SAP is not in the business of providing legal advice, and that no content available within Learning Hub or provided by SAP in connection therewith should be misconstrued as legal advice.

- 3.8 **Controlled Data.** Customer Data that contains any technical data restricted under U.S., German, Irish or other laws for national security or export purposes may not be entered into any System without the express prior written consent of SAP (other than such non-classified data controlled under U.S. EAR99 ECCN or equivalent).
- 3.9 **Affiliates' Customer Data.** Customer, on behalf of itself and its Affiliates, acknowledges and agrees that, if Customer grants access to Learning Hub to any of its Affiliates and has not purchased a separate Site for each such Affiliate, then Customer and such Affiliate(s) may have access to each other's data entered into the single Site shared by Customer and those Affiliate(s).
- 3.10 **Customer Trademarks.** Neither party grants the other party any rights to use its trademarks, Learning Hub marks, or other proprietary symbols or designations ("Trademarks") without the written consent of the other party, except as otherwise described herein. Neither party will combine the other's Trademarks so as to effectively create a unitary composite mark, nor shall it use any product name or trademark in a manner that is confusingly similar to the other party's Trademark. Customer grants to SAP (and SAP's applicable third party providers, if any), the non-exclusive, royalty free, worldwide right to use or display any Trademarks that Customer provides SAP for the purpose of inserting them in Customer's user interface to the System on the web pages utilized or attributed to Customer, and/or as otherwise reasonably required for SAP to provide Learning Hub to Customer.