

## **SAP Business Technology Platform Supplemental Terms and Conditions**

This Supplement is part of an Agreement between SAP and Customer and applies solely to the SAP Business Technology Platform (“**SAP BTP**”) Cloud Service.

### **1. DEFINITIONS**

- 1.1. “**Beta Functionality**” means functionality offered by SAP that is not generally available, not validated and not quality assured in accordance with SAP’s standard processes.
- 1.2. “**Cloud Package**” means a defined set of Cloud Services that are subject to a single subscription fee and collectively deemed a Cloud Service, as identified in the SAP BTP Service Description Guide.
- 1.3. “**Content**” means any business logic, code, data models, configurations, user data, applications or other electronic materials created by Customer for Customer’s or its Affiliates’ use using Tools that are compatible with SAP software and SAP cloud services and that can be deployed on a Platform Cloud Service or a device.
- 1.4. “**Excluded Components**” means any component that is subject to an open-source, freeware or similar license that requires that any other software or services interacting with or hosted alongside such a component be:
  - 1.4.1. disclosed or distributed in source code form,
  - 1.4.2. licensed to recipients for the purpose of making derivative works,
  - 1.4.3. licensed at no charge,
  - 1.4.4. prohibited for use for commercial purposes, or
  - 1.4.5. otherwise encumbered in any manner.
- 1.5. “**Free Tier Cloud Services**” means those designated Cloud Services provided for no fee and marked with “Service Plan: Free” on an SAP BTP pricelist.
- 1.6. “**Platform Applications**” means a set of related functionality deployed by Customer on Platform Cloud Services. Platform Applications may be developed by Customer using Tools, by SAP, or by a third party for usage by multiple customers.
- 1.7. “**Platform Cloud Services**” means those Cloud Services on which Platform Applications can be built and deployed, as identified in the Service Description Guide (defined below).
- 1.8. “**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 that are provided by SAP and utilized by Customer to create Content.
- 1.9. “**User**” is a Usage Metric and means any individual authorized to access the Cloud Service.

### **2. CLOUD SERVICE**

SAP BTP is a collection of Cloud Services. Each Cloud Service is subject to the terms of the SAP Business Technology Platform Service Description Guide (the “**Service Description Guide**”), the terms of which are incorporated into this Supplement by reference and available at the following link: <https://www.sap.com/agreements-service-description-guides> or from SAP upon request.

### **3. USAGE RESTRICTIONS**

- 3.1. Except as expressly permitted in the Agreement, Customer may not make Cloud Services or Platform Applications running on or embedding a Cloud Service available as part of a commercial software license or subscription, software-as-a-service, outsourcing, original equipment manufacturer (OEM), or similar commercial arrangement.
- 3.2. A Cloud Service shall not access, directly or indirectly, a third-party database(s) licensed under a runtime license from SAP or its Affiliates or any of their respective resellers or distributors, except communication

(including data transfers) via application-level APIs between the Cloud Service and software applications running on such third-party database.

#### **4. PLATFORM CLOUD SERVICES**

- 4.1. 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.
- 4.2. Customer may not use, and must not permit any Authorized Users to use, any Excluded Components in connection with the Platform Cloud Services.
- 4.3. 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 Application. For purposes of Platform Cloud Services, Users include individuals authorized to access a Platform Application.
- 4.4. Cloud Services may include features that permit third-party code or tools to be downloaded/uploaded into Customer's Cloud Service account by (i) Customer or (ii) by SAP on behalf of and at the request of Customer from a non-SAP service for which Customer has a license, to facilitate the exchange of data or enable or improve other data processing activities. Such third-party code or tools are Customer Data. The code or tools may not be used to connect the Cloud Service or other software/cloud services to a third-party database licensed from SAP under a run-time license for use with specified SAP applications. Customer must license a full-use license from the applicable database vendor to use such code or tools to replicate data from such database into the Cloud Service.
- 4.5. Customer is responsible for ensuring that it is using a currently-supported version of the SAP database included with its Cloud Service subscription, if any. Customer is responsible for re-starting the database upon each upgrade.

#### **5. CONTENT**

- 5.1. Customer will ensure that the Content will not unreasonably impair, degrade or reduce the performance or security of any SAP software, services, or related technology.
- 5.2. Customer owns Content created by Customer under the Agreement subject to SAP's ownership of the Tools and Cloud Service.
- 5.3. In exchange for the right to develop Content under the Agreement, Customer covenants, on behalf of itself, successors and assigns, not to assert against SAP, SAP SE, their Affiliates or licensors, any rights in Content, or any claims of any rights, against any SAP product, service, or future SAP development.
- 5.4. SAP does not provide any maintenance or support for Platform Applications and Content under this Agreement.

#### **6. TOOLS**

- 6.1. SAP makes the Tools available to Customer solely for the purposes of designing, developing, testing, and demonstrating Content.
- 6.2. SAP can make Tools available to Customer on the Platform Cloud Services or by means of download from other SAP sites or repositories. The use of Tools is subject to Customer's acceptance of separate terms and conditions presented upon download/access to the Tools.
- 6.3. Service Level Agreements do not apply to Tools downloaded and utilized in Customer's local environment.

#### **7. AVAILABILITY**

- 7.1. The Service Level Agreement for SAP Cloud Services applies to the Cloud Services, provided, however, the System Availability SLA for the Cloud Services is 99.9% per month. Any deviations from the 99.9% System Availability SLA or any aspect of the standard Service Level Agreement for SAP Cloud Services are noted in the applicable Cloud Service terms in the Service 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 FUNCTIONALITY**

Beta Functionality is described as such in the Documentation or on the SAP BTP Cockpit. SAP may require Customer to accept additional terms to use Beta Functionality. SAP does not warrant or guarantee the correctness and completeness of the Beta Functionality, and Customer will use Beta Functionality at Customer's own risk. 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. FREE TIER CLOUD SERVICES**

- 9.1. Customer's use of the Free Tier Cloud Services is subject to the terms of the Agreement and additional specifications set out in the SAP BTP Cockpit ("**Cockpit Specifications**"). The Cockpit Specifications may be modified by SAP at any time without notice to Customer. Without advance notice, SAP may terminate Customer's use of the Free Tier Cloud Services for failure to adhere to the Cockpit Specifications.
- 9.2. The Free Tier Cloud Service may only be used for non-productive testing and evaluation and may not be used to process Personal Data.
- 9.3. SAP does not provide support for any Free Tier Cloud Services and the Support Policy does not apply.
- 9.4. SAP may deactivate Customer's Free Tier Cloud Services if, in SAP's sole determination, Customer is not actively using the Free Tier Cloud Services.
- 9.5. SAP may remove Free Tier Cloud Services upon one month's prior notice.