

SAP Business Network

Discovery and Optional Services Terms

PREVIEW, NOT YET PUBLISHED

These SAP Business Network Discovery and Optional Services Terms (the “**Discovery and OS Terms**”) incorporate by reference the SAP Business Network Terms of Use (“**SBN TOU**”, collectively with these Discovery and OS Terms, the “**Agreement**”), the acceptance of which is a prerequisite to the use of the SAP Business Network Discovery Service or Optional Services described in these Discovery and OS Terms as a Trading Partner. In the event of a conflict between these Discovery and OS Terms and the SBN TOU, these Discovery and OS Terms shall control. Any capitalized terms used but not defined in these Discovery and OS Terms shall have the meaning given to such terms in the SBN TOU.

If Your Business chooses to enroll for or use the Discovery Service or Optional Services as a Trading Partner, such use shall be subject to the below Discovery and OS Terms for the SBN Discovery Services or Optional Services Your Business uses.

I. SAP BUSINESS NETWORK DISCOVERY

A. Service Scope and Eligibility. The following terms apply only Your Business' access and use of the SAP Business Network Discovery service (“**Discovery Service**”). The Discovery Service enables Buying Trading Partners to identify Selling Trading Partners via search, recommendations or Posting matches. Postings submitted to the Discovery Service (“**Postings**”) must be initiated by a Buying Trading Partner interested in acquiring a product or service from a Selling Trading Partner. Postings by a Selling Trading Partner offering products or services for sale are prohibited (that is, use of the Discovery Service by a Selling Trading Partner to promote itself, or its products or services other than in response to a Buying Trading Partner Posting). SAP may remove Postings, without notice, that do not comply with this requirement.

B. Applicability.

- 1. Buying Trading Partners.** Use of the Discovery Service as a Buying Trading Partner, and the application of these Discovery and OS Terms to such use, occurs upon the first submission of a Posting.
- 2. Selling Trading Partners.** Use of the Trading Partner Portal as a Selling Trading Partner, and the application of these Discovery and OS Terms to such use, first occurs when Your Business has (a) responded to a Buying Trading Partner contact request on the Discovery Service (within the "Leads" tab); (b) responded to a Posting; or (c) submitted a reference request through the reference request feature of the Trading Partner Portal.

3. **Trading Partners Generally.** For clarity, Your Business may be a Buying Trading Partner in one transaction relationship, and a Selling Trading Partner in another, depending upon whether Your Business is seeking to acquire products or services, or offering products or services. After creating an account on the Business Network, Your Business may receive emails regarding offers or potential opportunities that Your Business can learn more about on the SAP Business Network. Instructions for opting-out of such messages will be provided in the message or in the SAP Help portal.

C. Postings and Responses.

1. **Buying Trading Partner Postings.** RFQ and RFI Postings (including but not limited to title, description, territories, company name, commodities, project amount and all attachments) submitted by a Buying Trading Partner may be forwarded by SAP to, or viewed by, any User of the Discovery Service.
2. **Selling Trading Partner Responses.** While the details of a Buying Trading Partner's RFQ or RFI Posting are public if posted on the Discovery Service, the details of a Selling Trading Partner's Response, including bid amount, will not be shared by SAP with users other than the Buying Trading Partner. However, subject to a Buying Trading Partner's preferences, a Selling Trading Partner that has submitted a response may publicly be shown as having submitted a response.

D. Publicity and Confidentiality.

1. **Publicity.** The Discovery Service facilitates Trading Partners finding one another, extending their network, and transacting business. This involves publicizing business contact information for Registered Businesses that have not opt-ed out of the Discovery Service. Unless Your Business has opted-out of the Discovery Service, Your Business should assume that anything Your Business submits to the Discovery Service (“Discovery Submissions”) may be publicly available on the Discovery Service. Discovery Submissions include Your Business' profile information (business contact information, self-certifications, market and industry categories), but exclude Private Information (more on this below). SAP uses Your Business' profile information to help Buying Trading Partners discover relevant Selling Trading Partners.
 - i. **Ratings.** The Discovery Service may contain a feature that allows Users to provide ratings on their experience with other Trading Partners via the Discovery Service. For more information about this feature, see About Ratings. Your Business agrees that any rating Your Business submits must contain opinions honestly held by Your Business, and the content of the rating must be based on Your Business' actual experiences during transactions with the Trading Partner Your Business is rating. Your Business consents to SAP's display of the ratings Your Business submits.

Your Business consents to SAP's display of the ratings SAP receives about Your Business. SAP is not the author of the ratings, has not contributed to, and is not in any way responsible for such ratings (even if SAP elects to monitor or remove some content contributed by Users).

- ii. **References.** The Discovery Service may contain a feature that allows Users to provide references concerning other Trading Partners via the Discovery Service. If Your Business posts a reference, Your Business represents and warrants that (a) the reference is not made about Your Business; and (b) the reference reflects Your Business' honest opinions of the Trading Partner Your Business is referencing. Your Business consents to SAP's display of the references SAP receives from Your Business, or that SAP receives about Your Business. SAP is not the author of the reference, has not contributed to, and is not responsible for such reference (even if SAP elects to monitor or remove some content contributed by Users).

- 2. **Product and Service Categories.** Any product or service categories that Your Business enters in Your Business profile (whether during registration, editing Your Business' profile, or otherwise), will be displayed on Your Business' public profile. Your Business can update such categories at any time. If Your Business submits a custom category to the Discovery Service, Your Business agrees that SAP is free to reuse that custom category within the category hierarchy on the Trading Partner Portal.

For Selling Trading Partners, SAP may provide suggestions to add missing product and service categories to your profile based on information derived from your transaction exchange or if it is readily available publicly.

- 3. **Private Information.** Certain information Your Business submits to the Discovery Service, OR that Your Business receives from Trading Partners, will not be made public ("**Private Information**"), including bid amount information and the contents of a response to a Posting ("**Response**"). Your Business must comply with the Agreement and on-screen instructions relating to the type of information Your Business may submit to the Discovery Service. NOTE: as a Buying Trading Partner, a Posting Your Business submits is not Private Information and will be sent automatically to the Selling Trading Partners Your Business selects, as well as Selling Trading Partners SAP matches to Your Business.
- 4. **Confidentiality of SAP Information.** NOTE: Any information (except Your Discovery Submissions) located on the Discovery Service is proprietary and confidential information of SAP and Your Business must not share such information with third parties except as authorized via features for sharing content provided within the Discovery Service itself, and in accordance with the Agreement.

- E. **Privacy.** Registration data and other information about Your Business are subject to the [SAP Business Network Privacy Statement](#). For more information, see the terms related to the Discovery Service within the [SAP Business Network Privacy Statement](#), which provides specifics about the personal data that is collected.
- F. **No Representations Regarding Trading Partners or Postings.** Note that: (a) SAP does not endorse any Trading Partners and does not make any representations or warranties with respect to any Selling Trading Partner or their products and services; (b) SAP is not responsible for the conduct of Trading Partners, or the quality of any products or services relating to any transaction; and (c) any transaction between Your Business and another Trading Partner will be solely between yourselves and not SAP. SAP reserves the right to reject any Posting or Trading Partner profile (meaning removal or refusing to display it on the Discovery Service) for any reason within SAP's reasonable discretion, such as it if creates unreasonable risk for SAP, possibly violates law, does not appear legitimate, is offensive, or other similar concerns. In addition, if Your Business includes improper, unnecessary, or unsolicited contact information in the Posting, SAP may delete the improper portions from the Posting.
- G. **Proper Conduct when Responding to a Posting.** If Your Business learns about a Posting while using the Discovery Service, any response Your Business submits to the Posting must be submitted via the Discovery Service. Your Business must not contact other Registered Businesses with unwelcome solicitations (such as so-called "spam") and Your Business must not contact a Buying Trading Partner by phone or email unless the Buying Trading Partner expressly invites Your Business to do so. If SAP receives complaints that Your Business has engaged in spam, SAP may suspend or terminate Your account (without any refund of any fees paid, as applicable). If Your Business responds to a Posting, Your Business must honor the contents of Your Response; if SAP receives complaints that Your Business has not honored Your Business' Responses, SAP may suspend or terminate Your account (without any refund of any fees, as applicable). Your Business understands that if Your Business submits a Response to a Posting, there is no guarantee that Your Business will secure a transaction merely by submitting a Response to the Posting.
- H. **Access to Third Party Marketplaces.** The Discovery Service facilitates connections to marketplaces ("**Marketplaces**") run by third parties ("**Market Makers**"), on which Your Business may buy or sell products. Similarly, SAP may partner with a company which drives users to the Discovery Service ("**Reseller**"). If Your Business joins the Discovery Service by way of referral or invitation from a Market Maker or Reseller, that party will be given access to certain registration information and other Discovery Submissions of Your Business.
- I. **Purchase of Premium Services or Optional Services for Buying Trading Partners.** Registration and use of the Discovery Service as a Buying Trading Partner is currently free. As to future use of the Discovery Service, SAP may at any time, upon thirty (30) days prior notice, change the

amount of, or basis for determining, any fee, or institute new fees or charges. Notice of such change may be provided through, but is not limited to, Your Business' SAP Business Network account. These new fees or charges will be implemented at the commencement of the next billing cycle after the change is effective. If Your Business disagrees with changes to fees or charges, Your Business may terminate this Agreement in accordance with the "Termination and Suspension" provisions of this Agreement.

J. Purchase of Premium Services or Optional Services for Selling Trading Partners. Registration and standard subscription membership on the Discovery Service as a Selling Trading Partner is currently free. Your Business may elect to enroll for a subscription fee in a premium level of the Discovery Service ("**Premium Subscription**"). Separate from the Discovery Service, users of the Discovery Service also may elect to use optional services on a fee basis ("**A La Carte Fee**"). Your Business will be guided through a check-out wizard to confirm your order of any A La Carte Fee. Should Your Business elect to purchase Optional Services, Your Business agrees to pay the A La Carte fees for those optional services. Should Your Business elect to purchase a Premium Subscription, Your Business agrees to pay the applicable Subscription Fee. (See <http://www.ariba.com/go/discovery-pricing> for information about Discovery Service pricing).

- 1. Discount Codes.** If SAP or anyone else issues a discount code to You, the discount code may be subject to additional terms. The discount code must be valid and unexpired in order for Your Business to use it to lower any fee. SAP may cancel a discount code at any time, with or without advance notice.
- 2. Fee Changes.** SAP may at any time, with thirty (30) days prior notice, change the amount of, or basis for determining, any fee, or institute new fees or charges. Notice of such change may be provided through, but is not limited to, Your Business' SAP Business Network account. These new fees or charges will be implemented at the commencement of the next billing cycle after the change is effective. If Your Business disagrees with such fee changes, Your Business may terminate this Agreement in accordance with the "Termination and Suspension" terms of the SBN TOU.

II. OPTIONAL SERVICES

A. Applicability.

This section (Optional Services) applies only to Trading Partners using an Optional Service. This section (Optional Services) does not apply to any Trading Partner that does not subscribe to an Optional Service. "**Optional Services**" means functionality and programs offered to complement or enhance the core Business Network Services, sometimes offered only regionally or only with integration to a third-party integrated service.

B. Additional Terms Applicable to Optional Services. When using Optional Services, Your Business will be subject to posted guidelines, additional terms, or program details applicable to such

Optional Services ("OS Terms") currently available at [Business Network Terms Center](#). The OS Terms will be made available to Your Business when Your Business subscribes to, registers for, or uses those Optional Services.

- C. **Optional Services Operational Limits.** Provision of Optional Services is subject to the availability and the operational limitations of the requisite equipment and associated facilities. SAP may establish policies and limits concerning use of the Optional Services. Temporary interruptions of the Optional Services may occur as normal events in the provision of the Optional Services and that SAP is not liable for such interruptions. SAP has no control over third party networks Your Business may access during Your Business' use of the Optional Services, and therefore, delays and disruptions of other network transmissions are beyond the control of SAP.
- D. **Modifications to Optional Services.** SAP reserves the right to modify or discontinue, temporarily or permanently, at any time and from time to time, the Optional Services (or any function or feature of the Optional Services or any part thereof) with thirty (30) days prior notice. Notice of such modification may be provided through, but is not limited to, Your Business' SAP Business Network account. Your Business agrees that if SAP completely discontinues the Optional Services as to Your Business during any period for which Your Business has prepaid fees, SAP's only and maximum liability to Your Business will be to refund Your Business a pro-rata portion of the prepaid fees based on the duration remaining on Your prepaid Optional Services following such discontinuation. If Your Business disagrees with such modifications, Your Business may terminate this Agreement in accordance with the "Termination and Suspension" provisions of the SBN TOU.

Last amended: May 17, 2024

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