

SAP Business Network

Premium and Optional Services Terms

PREVIEW, NOT YET PUBLISHED

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

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

I. **Optional Services**

A. **Applicability.**

This section (Optional Services) applies only to Trading Partners using an Optional Service. “**Optional Services**” means functionality and programs offered to complement or enhance the core Business Network Services. Optional Services may not be available in all regions and some may require third-party integrations.

B. **Additional Terms Applicable to Optional Services.**

Use of Optional Services is subject to all posted guidelines, additional terms, or program details applicable to such Optional Services made available to Your Business when Your Business subscribes to, registers for, or uses Optional Services, or otherwise as available at the [Business Network Terms Center](#).

C. **Optional Services Operational Limits.**

SAP may establish policies and usage limits concerning use of the Optional Services. SAP is not liable for temporary interruptions of the Optional Services in the provision of the Optional Services. SAP has no control over third party networks Your Business may access during Your Business’ use of the Optional Services; delays and disruptions of other network transmissions are beyond the control of SAP.

D. **Purchase of Premium Optional Services for Selling Trading Partners.**

Registration and standard membership on the SAP Business Network as a Selling Trading Partner is currently free. Should Your Business elect to purchase an annual subscription for a premium Optional Service, Your Business agrees to pay the applicable subscription fees, renewal fees and Taxes by a method accepted by SAP (e.g. payment card) and hereby

authorizes SAP to charge Your Business for such fees and Taxes. (See [Premium Optional Services Pricing Information](#)). Your Business represents and agrees that your Users will not purchase premium Optional Services unless authorized by Your Business to do so and that SAP may rely upon such authorization.

- 1. Taxes.** Your Business agrees to pay any applicable taxes, VAT, withholding tax, and other government-imposed payments (other than taxes based on SAP's net income) ("**Taxes**"). All valid direct pay permits or tax exemption certificates must be provided upon registration. The address associated with Your Business' profile (business name and address) provides the applicable tax jurisdiction for the determination of such Taxes. All such payments shall be in U.S. dollars unless the SAP checkout process allows Your Business to select alternative currencies.
- 2. Discount Codes.** If SAP or anyone else issues a discount code to Your Business, the discount code may be subject to additional terms. The discount code must be valid and unexpired for Your Business to use it to lower any fee. SAP may cancel a discount code at any time, with or without advance notice.
- 3. 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 fee changes, Your Business may terminate this Agreement in accordance with the "Termination and Suspension" terms of the SBN TOU.
- 4. Renewal & Cancellation.** Subscriptions for premium Optional Services will auto-renew annually unless terminated by Your Business using the in-application cancellation options, or otherwise in accordance with the "Termination and Suspension" provisions of the SBN TOU. Notwithstanding Your Business' cancellation, Your Business agrees to pay all fees and applicable Taxes that Your Business incurred prior to Your Business' cancellation. Fees are non-refundable once paid.
- 5. Billing Data.** SAP will collect information related to billing Your Business (data required for calculating a proper bill is referred to as "**Billing Data**"). SAP shall not disclose Billing Data to third parties or use the Billing Data, except that SAP shall have the right (i) to use the Billing Data as necessary to perform under this Agreement and charge Your Business as described in this Agreement (including disclosing the Billing Data to third parties providing Optional Services requested by Your Business or processing the billing for SAP); (ii) to maintain the Billing Data as long as necessary or as required by law and to use internally for record keeping, internal reporting, and support purposes, which may include transfer to an SAP Affiliate's IT systems for processing (such SAP Affiliate system may be in a country other than the country in which the SAP Business Network system is hosted); and (iii) to provide the Billing Data as required by law or court order,

or to defend SAP's rights in a legal dispute.

- 6. Multi-Org.** At SAP, the process of grouping multiple SAP BN accounts into a parent-children relationship for billing purposes is called a "Multi-Org". If You think Your Business would like to implement Multi-Org, please contact SAP customer support from the 'Help' button on the login page for more information.

E. Privacy.

Personal data submitted to an Optional Service, including registration data and potentially 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 and how it is used by SAP.

II. Terms Specific to 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 is an Optional Service that 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. 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 this Section II. Terms Specific to SAP Business Network Discovery to such use, occurs upon the first submission of a Posting.
- 2. Selling Trading Partners.** Use of the Discovery Service as a Selling Trading Partner, and the application of this Section II. Terms Specific to SAP Business Network Discovery to such use, first occurs when Your Business uses the Discovery Service to (a) respond to a Buying Trading Partner contact request; (b) respond to a Posting; or (c) submit 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 for sale. 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. See “Publicity and Confidentiality” below for more detail.
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 to a Posting (“**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 preference, a Selling Trading Partner that has submitted a Response may publicly be shown as having submitted a response. See “Publicity and Confidentiality” below for more detail.
3. **Fees for Selling Trading Partner Responses.** Responses are subject to fees as described in the premium Optional Services fee schedule (see [Premium Optional Services Pricing Information](#)). Responses to Postings created by qualified public entities are currently free for Selling Trading Partners. Public entity Postings that qualify for free Responses will be identified within the Discovery Service.

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 (defined below). SAP uses Selling Trading Partners' profile information to help Buying Trading Partners discover relevant Selling Trading Partners.
2. **Verification of Certificates and Badges.**
 - a. **Self-Certification.** If Your Business submits certification information as part of Your Business' profile or otherwise (“**Self-Certification Information**”), Your Business represents and warrants that such certification information is correct and that Your Business has the right and authority to post such Self-Certification Information. SAP does not review or verify the accuracy of Self-Certification Information and will not be liable for any direct or indirect losses arising out of or related to Self-Certification Information.

- b. Third-Party Certification & Badges.** Profile information may include certifications and badges related to third-party verification processes or organizations, as may be described within the Discovery Service (“**Third-Party Certification Information**”). SAP does not review or verify the accuracy of Third-Party Certification Information and will not be liable for any direct or indirect losses arising out of or related to Third-Party Certification Information.
- 3. 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.

 - a.** Your Business consents to SAP's display of the ratings Your Business submits and 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 the accuracy of, or liable for any losses related to or arising out of such ratings (even if SAP elects to monitor or remove some content contributed by Users).
- 4. 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.

 - a.** For Selling Trading Partners, SAP may provide suggestions to add missing product and service categories to your profile based on information derived from publicly available information, as well as your transaction exchanges.
- 5. 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 the accuracy of, or liable for any losses related to or arising out of such reference (even if SAP elects to monitor or remove some content contributed by Users).

6. 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. 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.

7. Confidentiality of SAP Information. 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. 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.

F. 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 (i.e. "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 Business' 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.

G. 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.

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