

# SAP Business Network

## Sourcing and Contracts Terms

**PREVIEW, NOT YET PUBLISHED**

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

If Your Business chooses to enroll for and/or use any of the Sourcing and Contracts Services as a Selling Trading Partner, such use shall be subject to the below Sourcing and Contracts Terms for the Sourcing and Contracts Services Your Business uses.

### **SOURCING AND CONTRACTS SERVICE DESCRIPTION:**

**SAP Ariba Sourcing** - use as a Selling Trading Partner. Functionality associated with responding to sourcing activities and events of a Buying Trading Partner referred to generally as “**Proposals**” as well as functionality associated with responding to requests for information from Buying Trading Partners related to registration, qualification, certificate management, performance, or other information and process needs defined by a Buying Trading Partner.

**SAP Ariba Contract Management** - use as a Selling Trading Partner. Functionality associated with exchanging, storing, or accessing draft contract documents, referred to generally as “**Contracts**” activities.

### **I. SAP ARIBA SOURCING**

#### **A. General.**

This subsection I(i) applies only to Selling Trading Partners accessing the SAP Ariba Sourcing website or the Buying Trading Partner-branded website “powered by SAP Ariba” accessible through a customer specific URL (“**Sourcing Site**”).

Use of the Sourcing Site first occurs when Your Business has responded to a relationship request from a Buying Trading Partner conducting sourcing activities or has responded to a Sourcing Event invitation from a Buying Trading Partner using the SAP website.

This Section I does not apply to any Buying Trading Partner; the terms applicable to Buying Trading Partner are contained in the contract signed by the Buying Trading Partner for usage of SAP Ariba Sourcing and/or SAP Selling Trading Partner Management solutions.

**B. Participation in On-Line Events.** The Sourcing Site is used by Buying Trading Partners to conduct sourcing and/or contracting activities, such as on-line auctions, RFx solicitations (e.g., request for proposals, request for information, or other types of requests), other sourcing activities, and drafting and negotiation of contracts (collectively “**On-Line Events**”). From time

to time, Buying Trading Partners may invite Your Business to participate in an On-Line Event. If Your Business elects to participate and use the Sourcing Site, the terms of this Section I describe the terms and conditions applicable to such use.

**1. Rules of the Buying Trading Partner.** For each On-Line Event, Your Business may be presented with the terms and conditions imposed by the Buying Trading Partner relating to participation in that specific On-Line Event ("**Event Rules**"). If the On-Line Event is configured by the Buying Trading Partner as subject to Event Rules, the Buying Trading Partner will only allow Your Business to participate in the On-Line Event if Your Business agrees to the Event Rules.

**2. Participation or Suspension in an On-Line Event.** Buying Trading Partner has final responsibility for all decisions regarding the operation of the On-Line Events. Buying Trading Partner and/or SAP may suspend or cancel the On-Line Events at any time and without prior notification. If Your Business is submitting a bid in connection with an On-Line Event, Your Business represents that all bids Your Business submits are legally valid price quotations and firm offers to contract without qualification, except for data entry errors and except to the extent the Buying Trading Partner allows a non-binding bid.

**3. Ethics.** On-Line Event participants may not engage in unethical behavior during an On-Line Event, and Your Business is expected to notify SAP if Your Business witnesses practices that are inconsistent with the fair operation of the On-Line Events.

**C. Questionnaires.** Separate from On-Line Events, Your Business' Buying Trading Partner may also request information from Your Business in the form of questionnaires depending on the region, commodity class, or business unit assigned to Your Business by Your Business' Buying Trading Partner ("**Questionnaires**"). If Your Business elects to respond, then the terms of this Section I describe the terms and conditions applicable to such use. For each questionnaire response request, Your Business' Buying Trading Partner may request additional information related to Your Business' code of conduct, registration, qualification, certificate management, performance, or other information need defined by the Buying Trading Partner to conduct business with the Buying Trading Partner.

**D. Relationship of Parties.** Your Business acknowledges that in connection with the On-Line Events and Questionnaires, SAP provides certain administrative services on behalf of Buying Trading Partner. Your Business understands that Your Business is not SAP's client; SAP's client is the Buying Trading Partner (that is, SAP is an independent contractor for Buying Trading Partner). As part of SAP performing services to the Buying Trading Partner, Your Business consents to SAP providing to the Buying Trading Partner all communications submitted by Your Business during the On-Line Events or in Questionnaire responses. No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended nor created by this Agreement. For all actual or potential transactions between Your Business and the Buying Trading Partner related to an On-Line Event, SAP shall not hold title to, handle the physical distribution of, nor be held liable for failures of any components, materials or services related to such On-Line Event.

**E. Reported Errors.** If Your Business experiences any difficulty or error during an On-Line Event or use of Questionnaires, Your Business must notify SAP immediately, or else Your Business waives any objection or claim relating to such difficulty or error.

**F. Survival.** Sections I.B.2. (Participation or Suspension in an On-Line Event), I.D (Relationship of the Parties), and I.E (Reported Errors) shall survive any termination of this Agreement.

## **II. SAP ARIBA CONTRACT MANAGEMENT**

### **A. General.**

This Section II applies only to Selling Trading Partners accessing the SAP Ariba Contract Management website ("**Contracts Site**").

Use of the Contracts Site first occurs when Your Business has exchanged, stored, or accessed draft contract documents via the SAP website. SAP Ariba Contract Management is located within the "Contracts" tab of the SAP Business Network.

This Section II does not apply to any Buying Trading Partner; the terms applicable to Buying Trading Partner are contained in the contract signed by the Buying Trading Partner for usage of SAP Ariba Contract Management.

Important note concerning use of the terms "Buying Trading Partner" and "Selling Trading Partner" relating to the Contracts Site: Customers of SAP which buy a subscription to use the SAP Ariba Contract Management product are referred to as "Buying Trading Partners". Those Buying Trading Partners use the Contracts Site to either work on procurement contracts (in which they buy goods or services) or to work on sales contracts (where they sell goods or services). In using the Contracts Site, the Buying Trading Partner invites other parties ("**Counter-Parties**") to collaborate with the Buying Trading Partner on the contracts (such as exchanging, storing, negotiating, signing, or accessing drafts of a contract. As to a particular contract, the Counter-Party may be selling goods or services (where the Buying Trading Partner is working on a procurement-side contract) or the Counter-Party may be buying goods or services (where the Buying Trading Partner is working on a sell-side contract). In either case, the Counter-Party is considered a "Selling Trading Partner" for purposes of this Section II.

**B. Participation at Buying Trading Partner's Discretion.** Buying Trading Partner has final responsibility for all decisions regarding its decision to exchange contract documents with Your Business via the Contracts Site. Buying Trading Partner and/or SAP may suspend or cancel the use of Contracts Site as a vehicle for exchanging contracts, at any time and without prior notification.

**C. Relationship of Parties.** Your Business acknowledges that in connection with the Contracts Site, SAP provides certain administrative services on behalf of Buying Trading Partner. Your Business understands that Your Business is not SAP's client; SAP's client is the Buying Trading Partner (that is, SAP is an independent contractor for Buying Trading Partner). No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended nor created by this Agreement. For all actual or potential transactions between Your Business and the Buying Trading Partner, SAP shall not hold title to, handle the physical distribution of, nor be held liable for failures of any components, materials or services related to such actual or potential transactions.

**D. Survival.** Sections I.B (Participation at Buying Trading Partner's Discretion), and I.C (Relationship of the Parties) shall survive any termination of this Agreement.

**Last amended on: May 17, 2024**

**SAP Business Network Terms of Use Sourcing and Contracts Terms v.5-2024**