

SAP Business Network

Fulfillment for Suppliers Terms

PREVIEW, NOT YET PUBLISHED

These SAP Business Fulfillment for Suppliers Terms (the “**Fulfillment Terms**”) incorporate by reference the SAP Business Network Terms of Use (“**SBN TOU**”, collectively with the Fulfillment Terms, the “**Agreement**”), the acceptance of which is a prerequisite to the use of the SAP Business Fulfillment Services described in these Fulfillment Terms (“**Fulfillment Services**”) as a Selling Trading Partner. In the event of a conflict between these Fulfillment Terms and the SBN TOU, these Fulfillment Terms shall control. Any capitalized terms used but not defined in these Fulfillment 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 Fulfillment Services or Optional Services referenced herein as a Selling Trading Partner, such use shall be subject to the below Fulfillment Terms for the Fulfillment Services or Optional Services Your Business uses.

SAP BUSINESS FULFILLMENT (ORDERS AND INVOICES) SERVICE DESCRIPTION:

FULFILLMENT SERVICES: Orders and Invoices - use as a Supplier. Functionality related to establishing a selling/trading relationship with a Buying Trading Partner (referred to in these Fulfillment Terms as a “**Buyer**”), uploading negotiated catalogs for reference with Buyers, and sending and receiving documents routed via the SAP Business Network.

OPTIONAL SERVICES - use as a Selling Trading Partner (referred to in these Fulfillment Terms as a “**Supplier**”). Functionality offered to complement or enhance other services, sometimes offered only regionally or only with integration to a third-party integrated service.

I. SAP FULFILLMENT SERVICES: ORDERS AND INVOICES

A. General.

Use of Fulfillment Services first occurs when Your Business: (1) responds to an invitation from a Buyer to exchange documents using the SAP Business Network, (2) uploads a catalog into the Fulfillment Service, (3) establishes a supplier/buyer relationship with a Buyers in the Fulfillment Service, or (4) sends or receives documents routed via the Fulfillment Service.

Buyer invitations and a new supplier registration on the SAP Business Network activate a "standard" account which can be upgraded to an "enterprise" account if desired. An enterprise account enables integration and other more robust features. An enterprise account is necessary for participation in a subscription package or to accept a Relationship from a Buyer who is requesting to use functionality that is not available in a standard account. See the Program Overview page at [Get started with SAP Business Network](#) for information about use of a standard account versus an enterprise account as well as the various subscription levels available.

B. Fees. The majority of Suppliers using Fulfillment Services are not required to pay any fees to SAP for use of Fulfillment Services. Suppliers with a standard account are not charged fees. Suppliers with an enterprise account who have High Usage Status in Fulfillment Services are

required to pay fees. Alternatively, any Supplier even without High Usage Status may voluntarily pay fees. Please note that features of the various Supplier packages (see [Enterprise account fee schedule](#) for the current list of Supplier packages), as well as the fees for such programs, are subject to change from time to time in SAP's sole discretion.

1. Definitions. "Fees" mean the periodic Fulfillment Services usage fees, which may be described as transaction, subscription or membership fees that SAP will charge You, relating to each of Your Business' Chargeable Relationships (if any) on Fulfillment Services, and/or a bundle of services (see [Enterprise account fee schedule](#) for the current list of packages.) **"High Usage Status"** refers to a Supplier which, during the preceding applicable period (as measured periodically) while using an enterprise account, meets or surpasses the threshold published by SAP indicating the level of Fulfillment Service usage which is not free. **"Relationship"** means a trading relationship on a Fulfillment Service with a Buyer and does not include a logistics relationship. **"Chargeable Relationship"** means that, as to a Relationship with a particular Buyer, Your Business (a) has either attained High Usage Status, or (b) is otherwise required to pay fees.

2. Exemptions of Fees. In some regions, SAP may elect to waive the Fees related to a buyer/supplier Relationship resulting in High Usage Status if Your Business supplies requisite certification to SAP evidencing that Your Business is a: (a) Hubzone or 8(a) entity, (b) Small Disadvantage Business (certified by the Small Business Administration (SBA), (c) certified woman-owned business (certified by either WBENC (Women's Business Enterprise National Council) or NWBOC (National Women Business Owners Corporation Network)), or (d) certified minority-owned business (certified by NMSDC (National Minority Supplier Development Council) or the SBA). Such exemptions may only apply to Relationships with a Buyer organization that is a federal, state, or local government agency, or a 501(c)(3) organization under U.S. laws.

3. Mandatory Fees. For each of Your Business' Relationships on Fulfillment Services, SAP will evaluate the Relationship on a monthly basis to determine if Your Business has attained High Usage Status on Fulfillment Services as to that Relationship. To determine the rules used to determine whether a Supplier has High Usage Status, and the associated Fees, please see [Enterprise account fee schedule](#). If Your Business attains High Usage Status as to a Relationship (and therefore such relationship is a Chargeable Relationship), SAP will notify Your Business and Your Business acknowledges that it hereby agrees to pay the applicable Fees. If Your Business fails to timely pay the Fees for any Chargeable Relationship, then SAP may terminate and/or suspend Your access to Fulfillment Services and/or suspend Your Business' account as to that Relationship. If Your Business pays Fees, Your Business must be current on Your Business' Fees in order to be eligible to receive any Optional Services. "Network Buyer" means a customer of Your Business with which Your Business transacts over Fulfillment Services.

Example.

Supplier X starts using Fulfillment Services on January 1, 2024. Supplier Y starts using Fulfillment Services on January 1, 2024. Each Supplier immediately upgrades to an enterprise account to take advantage of robust features. On May 31, 2024, the regular monthly usage assessment of Supplier activity shows that Supplier X does not have High Usage Status, but Supplier Y does have High Usage Status. As a result, Supplier X is not required to pay Fees. Supplier Y is required to pay Fees. On June 1, 2024, SAP notifies Supplier Y of the Fees due, which fee is committed by Supplier Y as of June 1 and is non-cancellable. Supplier Y must pay the SAP invoice for Fees within

the timeline stated on the invoice. Payment of the invoice allows Supplier Y to use Fulfillment Services for the period stated on the invoice, and as to the Relationship(s) noted on the invoice.

4. SAP Business Network: Order and invoices fee calculation changes. SAP may at any time change the amount of, or basis for determining, any fee for use of Fulfillment Services, institute new fees or charges, or change the rules for determining whether payment of Fees is required to use Fulfillment Services. However, if Your Business has already paid Fees for Fulfillment Services usage, if SAP announces a fee change, the fee change will not affect Your Business' current subscription (i.e., the fee change will only be implemented at the time of renewal or anniversary date of Your subscription). All fees are nonrefundable unless otherwise explicitly stated in this Agreement.

5. No Fee Manipulation. Your Business agrees that it will not engage in activity which results in a manipulation, or inaccurate calculation of, Your Business' level of Fulfillment Services usage as to each Relationship Your Business has on Fulfillment Services, or use any system or technique, or enter any arrangement, that circumvents the payment of fees (a "**Manipulation**"). If SAP determines in its reasonable discretion that Your Business has engaged in Manipulation, SAP will recalculate the fees owed by Your Business absent the Manipulation, and **You** hereby agrees to pay the recalculated fee amount and indemnify SAP for all loss in relation thereto and all expense in seeking recovery from You thereof, including attorney costs. For example, if You have more than one (1) account on Fulfillment Services, and if SAP believes that these accounts were separated to avoid having High Usage Status, SAP may aggregate Your accounts to determine whether You have High Usage Status. As another example, if the stated value of transactions is misstated on documents sent to Fulfillment Services, SAP may use the true value for purposes of calculating whether You have High Usage Status and to calculate the amount of applicable Fees relating to such transactions.

C. Tax Invoicing Services - Fulfillment Services: Orders and Invoices.

The following sub-sections I.C.1 through I.C.7 are applicable only to Suppliers that issue electronic invoices using Fulfillment Services. This sub-section I.C does not apply to any Buyer, nor any Supplier which does not issue electronic invoices using Fulfillment Services.

1. Availability. The Fulfillment Services service currently provides tax invoicing functionality, described in the SAP Business Network Guide to Invoicing, allowing SAP to issue invoices on Your behalf.

2. Legal Compliance. SAP provides the tax invoicing functionality described in the SAP Business Network Guide to Invoicing using sufficient care to facilitate the legal evidence users of these Fulfillment Services may need to make available to tax auditors, tax authorities or inspectors in certain countries to demonstrate the identity of the issuer of the invoice and the fact that no changes have been made to the invoice subsequent to its issuance and transmission. SAP makes no representation as to whether the service satisfies the applicable legal requirements regarding VAT or other such indirect tax, and hereby advises Your Business to consult with Your Business' tax adviser on such issues. SAP does not guarantee the security of Invoice Data and SAP will not be responsible in the event of any infiltration of its security systems, provided that SAP has used commercially reasonable efforts to prevent any such infiltration. For purposes of clarification this service shall not include confirmation of the accuracy of the actual Invoice Data entered by Your Business.

3. Security of Processes. Measures and controls, which maintain the security of all processes in all phases of the data processing, and how to process the data and give access to such data, are documented in the SAP Business Network Guide to Invoicing, which is available on the SAP website, and which is updated from time to time.

4. Non-Receipt. If Your Business transmitted Invoice Data but such Invoice Data failed to reach the receiving party, then, Your Business' only recourse is to notify SAP, and SAP will make reasonable efforts to resend the Invoice Data to the receiving party.

5. Your Business' Duties. As between SAP and Your Business, Your Business will be solely responsible for:

- i. Ensuring that the data transmitted in conjunction with the Fulfillment Services, including but not limited to the information contained in Your Business' invoices and invoicing documents (whether entered by Your Business or on Your Business' behalf or auto-generated ("**Invoice Data**")), is compliant with applicable law as to its form and content, accurate, complete and in the form as requested by SAP, and is not corrupted due to Your Business' systems;
- ii. Ensuring compliance with local requirements (including, but not limited to, requirements concerning taxation requirements, accounting requirements, invoicing obligations, consequences in relation to VAT or other such indirect taxes and data storage periods);
- iii. Complying with all applicable privacy, consumer and other laws and regulations with respect to Your Business' provision, use and disclosure of the Invoice Data; and
- iv. Payment of all recurring and nonrecurring fees, taxes, VAT and assessments applicable to Your Business' Invoice Data.

6. Regulatory Terms for Invoice Supplying Party.

i. Grant of Authority for Invoicing Functions. SAP or its named subcontractor(s) (collectively referred to as "**Third Party E-Invoicing Facilitators**") will electronically process, sign and/or issue invoices based on the data Your Business provides via a supported technical method on Fulfillment Services. Whenever applicable, Your Business authorizes SAP or the Third Party E-Invoicing Facilitator to store credentials required to submit the invoices to tax authorities. Your Business authorizes the Third Party E-Invoicing Facilitators, or SAP as applicable, to perform the aforesaid functions in accordance with the following terms. You also authorize SAP to transmit electronic invoices to Your Business' Buyers registered on Fulfillment Services.

Your Business acknowledges and agrees that:

- (a) All authorizations stated herein are provided for purposes of issuing and/or processing an invoice on Fulfillment Services on Your Business behalf and they do not create any contractual relationships between Your Business and listed SAP subcontractors other than for that specific purpose and as explicitly stated below;
- (b) It is Your Business' responsibility to determine whether the invoice issued or processed by Fulfillment Services, in conjunction with a Third Party E-Invoicing Facilitator, if applicable, constitutes a legally compliant invoice for Your Business' organizational purposes in a specific jurisdiction;
- (c) The following authorizations apply to the country categories and Third Party E-Invoicing Facilitators mentioned herein below. The lists referenced below are available from the E-Invoicing Reference Page found at the [Ariba Network Terms Center](#) and are

incorporated herein by reference, and will be updated from time to time by SAP (herein referred to as the "List" or "Lists"). Your Business' continued use of Fulfillment Services signifies Your Business' consent to any updates made to the applicable List referenced below:

- For territories in List A Your Business hereby authorizes Third Party E-Invoicing Facilitator(s) in List 1 to receive Your Business' invoice data not yet constituting a tax invoice from Fulfillment Services and apply an electronic signature to the said data to issue electronic invoices in Your Business' name and on Your Business' behalf. For such invoices Your Business delegates the authority to the listed Third Party E-Invoicing Facilitator(s) to apply electronic signatures with private keys corresponding to certificates issued by third party certification service providers to the Third Party E-Invoicing Facilitator(s).
- For the countries listed in List B, Your Business also agrees that the Third Party E-Invoicing Facilitator mentioned against each country in the List 2 is, when this is required, certified to act on behalf of the relevant tax administration of the applicable country for performing the validations processes. Your Business also agrees that Your Business' invoice will be sent to such Third Party E-Invoicing Facilitator for performance of the mandatory processes to be performed by such certified tax administration agents.
- For countries in List C, Your Business agrees that Your Business is the issuer of the electronic invoices created but not electronically signed in Fulfillment Services. Your Business agrees that such invoices may be transmitted by SAP to an applicable regional Third Party E-Invoicing Facilitator for timestamping and/or any regulatory processing. List 3 will identify such regional service providers and function performed.
- For countries in List D, Your Business agrees that Your Business is the issuer of the electronic invoices created. For integrity and authenticity purposes, the invoice may be electronically signed and, in such case, Your Business also agrees that Your Business' invoices will be sent to the designated Third Party E-Invoicing Facilitator for performance of the signature process.
- For all other countries that are supported by SAP but not listed in the Lists, Your Business agrees that SAP may process electronic data not constituting the legal or tax invoice. For such invoices, Your Business is the responsible issuer of the original paper invoice and Your Business acknowledges and agrees not to treat or present the aforementioned electronic data as an original legal or tax invoice.

(d) That if the first point of submission of Your Business' invoice data is any other network other than the SAP Business Network (including but not limited to the Fieldglass Network, each such other network herein after referred to as the "**Other Network**"), in such event, the applicable terms and conditions governing Your Business' use of and access to the Other Network (depending on where Your Business first submitted Your Business' invoice data) shall take precedence over these terms and conditions and shall govern and prevail in the event of any conflict with the terms contained herein.

ii. Duration and Termination. Your Business grants SAP and, as applicable, Third Party E-Invoicing Facilitators the aforementioned authority for an unspecified duration, until

terminated by Your Business at any time (but without any refund) through registered letter with confirmation of receipt, addressed to SAP giving a one (1) months' notice.

iii. Transmission. SAP commits to add electronic signature to the invoices or instruct the Third Party E-Invoicing Facilitators to process Your Business' invoices according to the features and options Your Business selects (see guidance in the SAP Business Network Guide to Invoicing).

iv. Storage. Your Business is responsible for any legal obligations regarding archiving or storage of invoices. SAP offers Your Business the ability to download or transmit Your Business' invoices, attachments, PDF copy, and log file to Your Business' storage solution or archive Your Business' data through partner solutions as defined in the SAP Business Network Guide to Invoicing.

v. Your Business' Obligations. Your Business remains responsible for Your Business' legal obligations regarding invoices sent to or from Your Business' trading partner, despite this service. Within this framework, Your Business expressly undertakes to: (a) declare to the applicable tax authority the due collected tax relating to each invoice; (b) pay to the applicable tax authority such tax; (c) notify SAP immediately if an invoice has not been made available; and, (d) notify SAP if Your Business believes the invoice has been modified by SAP or the SAP Business Network.

vi. Disputes. Your Business can contest the accuracy of the electronic version of the invoices (that is, the accuracy of the electronic invoice compared to the non-electronic invoice) for a period of one month from the date of transmission.

7. Access for Tax Authorities.

i. Your Business shall be solely responsible for providing tax authorities with access to VAT invoices which have been created and transmitted by SAP, or a Third Party E-Invoicing Facilitator, in Your Business' name and on Your Business' behalf.

ii. Your Business may provide tax authorities access to Your Business' data for audit purposes by creating sub-user accounts; but only in accordance and in line with the requirements of SAP.

D. Survival. Sections I.C.5 (Your Business' Duties), and I.C.7 (Access for Tax Authorities), shall survive any termination of this Agreement, or an Optional Service. Section III (General Terms) is incorporated in full into this Section I.

E. External Network Integration. If Your Business elects to use features of Fulfillment Services allowing Your Business to transmit invoices issued outside the SAP Business Network ("**External Invoices**") to Your Business' Buyer on the SAP Business Network, Your Business does so with the following understanding and obligations:

1. Your Business will configure such features according to the external network requirements as stated in the SAP Business Network Guide to Invoicing (part of the official Documentation) and the requirements of Your Business' Buyer and/or in accordance with the local tax legal requirements and, if applicable, including use of a digital signature version that can be validated by the SAP Business Network (see official Documentation for supported versions); and Your Business acknowledges that failure to do so may create delays in processing that may affect Your Business' receipt of timely payment and may require Your Business to re-send an corrected invoice in accordance to the SAP guidelines.

2. The externally issued invoice transmitted to the SAP Business Network will need to contain all tax mandatory and buyer required information
3. If applicable along with the External Invoice (as defined above), Your Business will send (a) the signing certificate information, as well as a signature verification report along with the cXML and (b) the human readable version of the invoice;
4. In case of digitally signed invoices, SAP will verify the integrity of the document. Your Business is responsible for ensuring the validity, trustworthiness and adequacy of the certificate used to sign the invoice.
5. Your Business understands that in case of invoice failure regarding an External Invoice, SAP will still process the External Invoice if technically possible and Your Business will not reuse the same invoice number. If required by the Buyer, Your Business will issue a credit memo and send a new invoice.
6. Your Business is responsible to correct the flow, should invoice failures occur after Your Business begin to use the feature. SAP reserves the right to suspend Your Business' account if Your Business consistently fail to correct the flow and therefore fail to comply with Your Business partner's requirements.

II. Data Retention Services (an Optional Service). *SAP is no longer accepting new requests for this service. Terms are maintained for historical purposes.*

1. Plan Subscription. Unless Your Business signed up for a particular Data Retention service plan on the SAP Business Network ("DRP"), SAP does not have an obligation to maintain transaction history for Your Business on the SAP Business Network beyond a reasonable look-back period for recent and active transactions. Current practice is to keep transaction data available to Your Business while Your Business maintains an account in good standing, however, to obtain a contractual commitment from SAP to have SAP retain Available Data corresponding to one or more calendar year(s) requires subscription to the Data Retention service (for each calendar year, all data corresponding to such calendar year is referred to as "**Year Data**"). Your Business may not elect to have SAP commit to retain selective data within a calendar year (for example, Your Business may not ask SAP to retain data from just one month of a year but delete all other data). That is, if Your Business elects to have SAP retain any data within a calendar year, SAP will retain all Available Data. "**Available Data**" means data applicable to Your Business which is available on the SAP Business Network at the time Your Business enrolls in a DRP and selected for inclusion in Your Business' DRP via the feature (the date of the oldest data included in Your Business' DRP shall be referred to as "**Start Date**"), and which Your Business has not deleted. Any data will cease to be Available Data if it (a) is deleted by Your Business from the SAP Business Network, (b) is deleted by SAP if Your Business' subscription expires without renewal, or (c) falls outside of the Data Years covered by Your Business' current DRP (collectively, such data is referred to as "**Removed**" data).

SAP may modify the Optional Services from time to time in SAP's reasonable discretion and upon reasonable electronic or written notice to Your Business, provided that such modifications shall not materially diminish the functionality of the Optional Services during the duration of Your Business' prepaid DRP.

2. Expiration and Automatic Renewal. Prior to the end of Your Business' DRP period, SAP will endeavor to advise Your Business of the upcoming expiration of Your Business' DRP. If, prior to the expiration date of Your Business' DRP, Your Business does not instruct SAP in writing to

cancel Your Business' DRP subscription, Your Business hereby instructs SAP to automatically renew Your Business' plan and charge Your Business accordingly (including adjusting the fees to account for the number of Data Years and the data volume at the time of the automatic renewal).

3. Additional Fee Terms. Because pricing is based on the volume of data SAP retains for Your Business, as well as the number of Data Years in Your Business' DRP, Your Business acknowledge that the price will change as Your Business' data volume changes or the number of Data Years changes. The fees will cover full calendar years, regardless of the Start Date within a calendar year or whether Your Business has data throughout the calendar year.

4. Failure to Pay Fees. If Your Business' credit card fails to validly pay the fees due to SAP, SAP will give Your Business ten (10) days advance notice to supply a valid alternative credit card. If Your Business fails to provide a valid alternative credit card within such time frame, Your Business acknowledges that SAP may unsubscribe Your Business and consequently all of Your Business' data stored per the DRP may be Removed from the SAP Business Network, and it may not be possible to restore such data.

5. The Optional Services. Once Your Business registers for and prepay for DRP, SAP will commence providing the Optional Service, in accordance with the DRP for which Your Business registered and will provide the Optional Service during the plan duration for which Your Business registered and prepaid subject to the Agreement.

III. GENERAL TERMS

This Section III (General Terms), in addition to Section 6 (General Terms) of the SBN TOU, is applicable to all Suppliers.

A. General. The Agreement describes the terms and conditions applicable to Your Business' access of and use of the Fulfillment Services, as well as SAP's obligations with respect thereto. Your Business' access or use of the Fulfillment Services is strictly subject to Your Business' compliance with the Agreement (as updated periodically) and SAP's then-current Policies applicable to the Fulfillment Services. Your Business' use of the Fulfillment Services constitutes Your Business' agreement to be bound by this Agreement. If Your Business does not agree with the terms of this Agreement, then do not use the Fulfillment Services. By entering this Agreement, you represent and warrant that you are authorized to do so for Your Business. Your Business should review these terms periodically, and each use of a Fulfillment Service is subject to the then-current form of the Agreement.

Exclusion: As stated in Section I, this Agreement applies only to Suppliers using one of the Fulfillment Services identified in Section I; it does not apply to a Buying Trading Partner using a buy-side SAP Ariba cloud service or product.

B. Billing Data. If there are any Fees applicable to Your Business' use of the Fulfillment Services (as described in Section III.E below, if applicable to Your Business), SAP will collect information relating 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 any Optional Services 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 used 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. SAP may provide Your Business' Trading Partners with basic account payment status information with regard to fees due by You arising from that specific trading relationship upon reasonable request of the Trading Partner. Such payment status information may include as a reference the SAP invoice number, date of invoice, subscription level and fees due arising from that relationship.

C. Termination of Non-Members. If Your Business is not a Member, SAP may terminate the Agreement or suspend Your use of the Fulfillment Services at any time for its convenience, with or without notice.

D. Survival After Termination. Sections III.E (Agreement to Pay Fees) shall survive any termination of this Agreement.

E. Agreement to Pay Fees. Your Business agrees to pay all Fees, as well as 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 sign-up wizard allows Your Business to select another currency).

1. Fees for Membership and Optional Services.

Fees for Membership and Fees for Optional Services are continuous and billed at the rates then in effect. Your Business may pay SAP by a method accepted by SAP (e.g., payment card or check); provided that SAP may, in its sole discretion (and unless prohibited by applicable local law), require payment card details upon the occurrence of Your Business' first Chargeable Relationship as a condition of Your Business' continued use of the SAP Business Network. SAP will send or make available to Your Business an electronic or physical invoice at least ten (10) days before each payment is due. The invoice will reflect SAP 's current fees for Your Business' Membership or Optional Service and will note any changes SAP may have made to Your Business' Membership level or package. Your Business may cancel Your Membership, cancel the Optional Service, or change Your Business' payment method at any time by accessing Your Business' account on our website or contacting SAP customer support. Notwithstanding Your Business' cancellation, Your Business agrees to pay all Fees that Your Business incurred prior to Your Business' cancellation. Fees are non-refundable once paid. Your Business agrees to pay all fees due within: (i) net-14 days for Optional Services, and (ii) net-30 days for all other fees, in each case after the date of the applicable invoice.

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 Help button on the Login Page for more information. If Your Business ties multiple accounts together into a Multi-Org, the parent SAP BN Network ID becomes the master over all other SAP Business Network IDs in Your Business' SAP Business Network presence. As such, it will determine the master anniversary date, the invoicing currency, and the online location for receipt of Your Business' SAP invoice. However, tax jurisdiction and calculation will happen at the child account level and then be rolled up in a summary to prepare the multi-org invoice. Your Business acknowledges

that this consolidation of billing does not remove the underlying obligation of a child organization to pay Fees due, but it does mean that the child organization will not receive the invoice. Just use of the Account Hierarchy feature does not trigger a Multi-Org invoice.

2. Payment by card. If Your Business chooses to pay Fees with a payment card (whether a debit card, credit card, or other electronic payment card that is accepted by SAP (each referred to herein as a "**Card**")), Your Business agrees to provide SAP with accurate and sufficient information (including the name on the Card, the account number and date of expiration, the security code, and other authorization details as we may require to enable SAP) to charge the Card for the invoiced amount due under this Agreement. By authorizing SAP to charge Your Business' Card, Your Business agrees that SAP may automatically charge that Card (or any replacement Card if the original Card is renewed, lost, stolen, or changed for any reason by the Card-issuing entity, and Your Business or such entity informs SAP of such new replacement Card account) for the Membership Fees at the then-applicable rate, as well as fees for Optional Services selected by Your Business (in any case as reflected on the invoice) until Your Business changes or expressly cancels Your Business' authorization by notifying SAP in writing that Your Business elects to change or cancel the authorization (including by changing or cancelling the Card authorization by accessing Your Business' account on our website). If a charge to Your Business' Card is declined or is returned unpaid, SAP will give Your Business ten (10) days advance notice to supply a valid alternative Card. If Your Business fails to provide a valid alternative Card within such time frame, Your Business acknowledges that SAP may terminate or suspend Your Business' access to the Fulfillment Services and/or use of the applicable Optional Services.

3. Unpaid Fees. If Your Business fails to pay any Fees or Taxes under this Agreement or fees owed under a separate contract with SAP, (for example, if Your Card payment is invalidated) by the due date, Your Business agrees that SAP may, in its discretion, (a) limit functionality of the Fulfillment Services (e.g. ability to send invoices), (b) terminate and/or suspend Your Business' use of the Fulfillment Services (including the processing of any pending or future transaction documents between Your Business and Your Business' Trading Partners) and/or suspend Your Business' account as to the Relationship applicable to the unpaid Fees; (c) bill charges to Your Business' Card for such Fees or Taxes (or send an invoice directly to Your Business); (d) charge Your Business the interest as a late charge of 1.5% per month or the maximum amount allowed by law, whichever is less; (e) assign unpaid late balances to a collection agency for collection; and/or (f) pursue so any available avenue of legal or equitable relief relating to amounts Your Business owes SAP. SAP may provide advanced notice of the actions described in parts (a) and (b) above to your Trading Partners to mitigate disruptions to transaction activity. In addition, Your Business agrees and acknowledges that SAP retains the right to pursue Your Business for unpaid fees even if Your Business' access has been terminated and/or suspended pursuant to the prior sentence. Your Business agrees to reimburse SAP for all expenses SAP incurs to recover amounts due, including attorneys' fees, collection expenses, and other expenses. SAP may delegate invoicing and/or collections of Fees to any third party, including any subsidiary, Affiliate or parent (including SAP SE).

4. Automatic Card Charging for Renewals. When Your Business elects to pay for Your Business' subscription by Card, Your Business agrees that Your Business' subscription for Membership is continuous and Your Business authorizes SAP to store Your Business' Card information for use to pay subsequent amounts Your Business incurs under this Agreement. Your Business agrees that Your Business will be invoiced, and hereby authorize and agree that SAP may charge the Card stored by SAP, at SAP 's then-current rates. Your Business is obligated to pay the applicable

renewal Fees upon SAP calculating Your Business' renewal Fees amount and notifying Your Business. Unless Your Business notifies SAP at least five (5) days prior to the invoice payment date that Your Business wishes to pay by means other than by Card ("**Alternate Payment Instruction**"), Your Business hereby authorizes SAP to charge the Card for the Fees owed. If the Alternate Payment Instruction is not received at least five (5) days prior to the invoice payment date, SAP will not have sufficient time to cancel the charge and thus the Fees will be charged to the Card, and such payment is non-refundable.

5. Payment Terms specific to Network Fulfillment: Orders and Invoices / Fees. At the time of renewal, in terms of Network Fulfillment service, Your Business agrees that SAP may automatically subscribe Your Business to the Membership level that corresponds to Your Business' then-current Network Fulfillment usage. Your Business further acknowledges that, at the time of renewal, if Your Business no longer has High Usage Status, then Your Business consents to have Your Business' Fees renewed at the same Fee level and for at least the same price as in the prior period and Your Business will be charged the applicable Fee for Your Business' voluntary membership at that level. If Your Business pays by Card, at the time SAP generates an invoice for Fees for the periodic subscription for each new Chargeable Relationship, Your Business will automatically be subscribed to the Transaction and Subscription level that corresponds to Your Business' level of Network Fulfillment usage for that new Chargeable Relationship, and Your Business' Card will be charged the then-current Supplier Fee applicable to that level.

6. Bill Inquiries; Refunds. If Your Business believes Your Business has been billed in error for a Fee, please notify SAP within 60 days of the billing date by contacting SAP Support. SAP will not issue refunds or credits after the expiration, except where required by law or regulation.

F. Definitions. "**Member**" refers to a user of a Fulfillment Service which subscribes to a Fulfillment Service involving a fee. "**Membership**" means the subscription of a Member to use a particular Fulfillment Service. "**Membership Fees**" means the fees SAP charges a Member for a Membership. A Subscription is a form of Membership.

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