



SAP Business Network Terms of Use

PREVIEW, NOT YET PUBLISHED

NOTE: for this preview, the [Green-colored linked materials](#) can be found [here](#).

1. ABOUT THE SAP BUSINESS NETWORK

SAP SE, Dietmar-Hopp-Allee 16, 69190 Walldorf/Germany, together with its wholly owned subsidiaries and Affiliates, have created, own, and operate a network to connect businesses seeking to acquire products or services (each, a **“Buying Trading Partner”**) with businesses offering such products or services (each, a **“Selling Trading Partner”**) (collectively, **“Trading Partners”**), for collaboration via SAP applications, networks and third-party services (the **“SAP Business Network”** or **“SAP BN”**). The SAP BN incorporates and connects SAP’s broad array of business applications and networks. The SAP BN facilitates a variety of activities, including trading partner discovery, procurement, supply chain logistics management and collaboration, data analytics, and the ability to discover additional services from SAP and SAP’s authorized solution partners (**“Authorized Solution Partners”**).

2. BINDING AGREEMENT; ACCEPTANCE OF TERMS

Access to and use of the SAP BN, including various features and services available through the SAP BN (**“Business Network Services”**) is subject to and governed by these SAP BN Terms of Use (**“Terms of Use”** or **“Agreement”**). The Agreement forms a legally binding agreement between Your Business and Ariba, Inc.*, 3410 Hillview Ave. Palo Alto, CA 94304, USA (**“SAP”**). Clicking to confirm that Your Business has read and accepts the terms of the Agreement as part of a registration process, or otherwise demonstrating Your Business’ consent to the Agreement through a process established by SAP, constitutes your electronic signature to the Agreement and Your Business’ acceptance and agreement to abide by the terms of the Agreement. IF YOUR BUSINESS DOES NOT AGREE TO THE TERMS OF THE AGREEMENT, OR IF YOU ARE NOT AUTHORIZED TO BIND YOUR BUSINESS TO THESE TERMS, DO NOT CLICK THE "I ACCEPT" BUTTON (OR EQUIVALENT) OR ATTEMPT TO ACCESS OR USE THE SAP BN OR ANY OF THE BUSINESS NETWORK SERVICES. See additional registration requirements in Section 6.B (General Terms – Your Registration and Sign-up Obligations).

In some countries, SAP works through an Affiliate or local distributor to provide the SAP BN and/or to invoice applicable fees. If Your Business is located in one of those countries, SAP will notify Your Business (generally within thirty (30) days of Your Business’ registration, or, as applicable, annual renewal date), of the SAP authorized reseller or Affiliate who is the contracting party to this Agreement in relation to Your Business’ use and any alternate governing law or venue applicable to this Agreement. **“Affiliate” as used in this Agreement means any legal entity in which SAP SE or Your Business (as applicable), directly or indirectly, holds more than 50% of the entity’s shares or voting rights. Any legal entity will be considered an Affiliate as long as that interest is maintained.*

3. ELIGIBILITY & AUTHORIZATION

Registration for and use of the SAP BN is not available for consumers, but solely for businesses. When you access or use the SAP BN on behalf of a business or entity (in each case “**Your Business**”), whether self-employed, or as an employee, consultant or agent, you represent and warrant that you have the authority to act on behalf of and bind Your Business to the terms of this Agreement and that Your Business accepts this Agreement. Any reference in this Agreement to “You” or “Your”, shall mean “Your Business”. SAP retains the sole right and discretion to decide who may register for and use the SAP BN.

The SAP BN is available only to businesses that have registered by creating an account on the SAP BN (each a “**Registered Business**”), and any individual to whom a Registered Business grants access authorization to use the SAP BN that is an employee, agent, contractor or representative of a Registered Business (each a “**User**” and collectively, “**Users**”).

4. APPLICABILITY; POLICIES & PRODUCT TERMS; MODIFICATIONS

A. Existing SAP Customer Agreement. This Agreement does not govern the use of SAP cloud services (e.g., SAP HANA Cloud Platform, SAP HANA Enterprise Cloud, SAP SuccessFactors, SAP Fieldglass, SAP Ariba, etc.), or an SAP core/on-premise solution (collectively, “**SAP Products**”), for which customers are required to enter into a separate SAP Customer Agreement.

If Your Business has entered a separate contract with SAP for a license or subscription to an SAP Product (an “**SAP Customer Agreement**”), the terms listed herein do not apply to Your Business’ use of such SAP Product. If Your Business does not agree with the terms of this Agreement, do not register for or use the SAP BN.

B. Policies & Product Terms. The following policies apply to Your Business’ and its Users’ access to and use of the SAP BN: [SAP Business Network Data Policy](#), [Product Development Schedule](#), [SAP Business Network Privacy Statement](#), [SAP AI Terms](#) and [SAP AI Third-Party Pass-Through Terms](#) (collectively, the “**Policies**”). Access to and use of certain Business Network Services and Optional Services may be subject to additional terms and conditions made available by SAP, an SAP Affiliate, or an Authorized Solution Partner, at the time Your Business accesses such Business Network Services and/or third-party products (“**Product Terms**”). Product Terms include, but are not limited to, [Discovery & Optional Service Terms](#) and [Sourcing & Contract Terms](#). The Policies and Product Terms are incorporated into and form a part of the Agreement. In the event of a conflict between the Agreement and the Policies, the Agreement shall prevail. In the event of a conflict between the Agreement and the Product Terms, the Product Terms shall prevail. SAP is not a party to any agreement between Your Business and an Authorized Solution Partner.

C. Modifications to Terms. SAP reserves the right, in its sole discretion, to modify the Agreement (including the Policies and Product Terms) to reflect changes in SAP’s business, the SAP BN,

applicable law, or for any other reasons deemed necessary by SAP. If the terms of the Agreement change, SAP will provide thirty (30) days prior notice, including, but not limited to, notice provided through Your Business' Authorized Administrator's User account. Modifications to the Agreement will be effective at the end of the thirty (30) day notification period. If Your Business does not accept the modifications to this Agreement, Your Business must discontinue use of the SAP BN and terminate this Agreement in accordance with the "Termination and Suspension" provisions of this Agreement. Your Business should review the Agreement periodically as each use of the SAP BN is subject to the then-current Agreement. This Agreement was last amended at the date set forth at the end of this Agreement.

5. USAGE RIGHTS AND RESTRICTIONS

- A. Grant of Rights.** SAP grants Your Business a non-exclusive and non-transferable right to use the SAP BN solely for Your Business' internal business operations. Your Business may use the SAP BN world-wide, except for countries where such use is prohibited by applicable import control, export control and sanction laws (including, without limitation, the laws of the United States, the EU and Germany). Permitted uses and restrictions of the SAP BN also apply to the Business Network Services, Optional Services and SAP's current technical and functional documentation relating to the SAP BN located at <https://help.sap.com> or otherwise made available to Your Business by SAP (the "**Documentation**"). Use of certain features and functionalities may require a separate license, right to use or right to access one or more SAP Products or SAP Affiliate networks.
- B. Authorized Users and Verification of Use.** Your Business may permit Users to use the SAP BN. Usage is limited to the usage metrics and volumes stated in the Agreement, Documentation, pricing schedules or Optional Service terms. Access credentials for the SAP BN are non-transferrable and may not be used by more than one individual. Your Business is responsible for breaches of the Agreement caused by its Users. Your Business will monitor its own use of the SAP BN and report any use in excess of any applicable usage metrics and volume limitations. SAP may monitor use to verify compliance with any applicable usage metrics, volume limits and the Agreement.

6. GENERAL TERMS

A. Data Confidentiality.

- 1. Your Business' Data.** Your Business grants to SAP (including SAP SE, its Affiliates, and subcontractors), a non-exclusive right to process and use Your Business' Data to provide and support the SAP BN as set out in this Agreement. SAP will use reasonable efforts to maintain, safeguard, and not use or disclose Your Business' Data except as needed to perform services in accordance with the terms of this Agreement (including the Policies). "**Data**" shall mean any content, materials, data and information that Users enter into the SAP BN or that Your Business derives from its use of and stores in the SAP BN (e.g. reports

specific to Your Business). Data and its derivatives will not include SAP's confidential information.

2. **Profile Information.** By accepting the Agreement, Your Business agrees that its profile information will become part of the SAP Trading Partner database. If Your Business is selling on the SAP BN, its Selling Trading Partner profile will be searchable by the public unless Your Business opts to not expose its profile and basic information by editing the "Profile Visibility Settings" in Your Business' account settings.
 3. **Your Business' Use of Others' Information.** To facilitate interaction among Users of the SAP BN, Your Business may be allowed to access certain information about other users of the SAP BN. By accepting this Agreement, Your Business agrees to treat information about other users of the SAP BN in strict accordance with this Agreement, and the restrictions on the types of data Your Business may submit to the Business Network Services as stated herein. Your Business represents that it has provided its Users with all necessary disclosures according to the [SAP Business Network Privacy Statement](#) and shall hold SAP harmless from any claims or damages (including fines) arising from Your Business' breach of this representation. Where applicable law requires consent, Your Business must collect evidence for such consent.
 4. **Confidentiality of SAP Information.** The following are proprietary and confidential information of SAP and Your Business hereby agrees not to disclose or otherwise share such information with third parties or use such information except to support Your Business' use of the Business Network: (i) information about the capabilities of the SAP BN and the Business Network Services, the technology or interface features of the SBN and the Business Network Services, (ii) materials (including statistical reports) provided, developed or made available by SAP (independently or with Your Company's cooperation) in the course of performance under this Agreement, and (iii) the notices and updates sent by SAP to Your Business. The above described proprietary and confidential information of SAP does not include Your Business' Data.
 5. **Exceptions.** The restrictions on disclosure or usage of information contained in this section (General Terms - Data Confidentiality) will not apply to information that (i) is already known to a party prior to disclosure by the other party; (ii) is or becomes a matter of public knowledge through no fault of the receiving party; (iii) is rightfully received from a third party without a duty of confidentiality; (iv) is independently developed by the receiving party; (v) is disclosed under operation of law (i.e., in response to a subpoena, governmental or regulatory request, or the like); or (vi) is disclosed by a party with the other party's prior written approval.
- B. Your Registration and Sign-up Obligations.** All information that Your Business provides to SAP must be accurate (e.g., Your Business name, address, and payment card information (if

applicable)), whether or not supplied during the registration process. The company name Your Business provides must be the full legal name of an actual business, associated with the Tax ID and/or DUNS numbers Your Business provides and must have operations at the address provided. Your Business should not submit business contact information that it intends to remain private. User contact information submitted to the SAP BN should not include private home contact information. All information must be provided in Latin characters (e.g. English). Your Business is responsible for keeping such information up to date by logging in to Your Business' account and providing the correct information to SAP.

- C. **Data Processing Agreement.** SAP's usage and disclosure of information Your Business supplies as part of the registration process and use of the SAP BN is subject to the [SAP Cloud Data Processing Agreement](#), the [SAP Business Network Data Policy](#), each incorporated into this Agreement, and the [SAP Business Network Privacy Statement](#). Your Business may contact SAP for a signed copy of the [SAP Cloud Data Processing Agreement](#) if necessary, for your local law compliance. Note that when Your Business provides business contact information, each business contact's name, phone number and email address will be visible to other organizations using the SAP BN depending on the assignment type. By using the SAP BN, Your Business' profile (but not Your Business' transactions) will be visible to other Users, unless Your Business opts to not expose its profile and basic information by editing the "Profile Visibility Settings" in Your Business' account settings.

If Your Company has operations in the Russian Federation, be aware that SAP may receive from Your Company certain personal data of Russian citizens for storing and Your Company's own processing. Your Company, or Russian-based affiliated organizations, remain the operators, under the Russian privacy law, of personal data of Russian citizens submitted for processing to SAP and are responsible for determining (i) if Your Company will be able to comply with applicable Russian privacy laws and regulations in use of SAP BN Services which involve processing of Russian citizens' personal data and (ii) whether SAP BN Services can be used inside or outside the Russian Federation.

- D. **Security.** SAP will implement and maintain appropriate technical and organizational measures to protect the personal data processed by SAP as part of the SAP BN as described in the [SAP Data Processing Agreement](#) incorporated into this Agreement in compliance with applicable data protection law.
- E. **Sensitive Personal Information.** Personal information submitted to the SAP BN may not include Sensitive Personal Information (as defined in the [SAP Business Network Data Policy](#), unless expressly allowed by SAP regarding a specific aspect of the Business Network Services and is submitted only in accordance with the Documentation. Business tax identifier and company credit card or other payment identifiers should only be placed in the specific fields designated for such use.

F. Involvement with Third Parties.

- 1. Links to Third Party Sites.** The SAP BN may contain links to external websites. SAP shall not be responsible for the contents of any linked website, or any changes or updates to such websites. Additionally, SAP shall not be directly or indirectly responsible or liable for any damage or loss caused or alleged to be caused by or in connection with Your Business's use of or reliance on any software, content, goods or services available on or through any such linked website. SAP does not control and/or review the linked webpages and the information provided by third parties.
- 2. Items of Third Parties.** Some Business Network Services allow users to make or process transactions for Items ("**Transactions**") and may allow users to upload or route various information including but not limited to information on Items or information relating to proposed or actual Transactions ("**Content**"). Except for Items clearly identified as being those of SAP, SAP does not operate, control or endorse any Items listed on the Business Network Services or processed by the Business Network Services. Except for SAP Items, all Transactions are solely between Your Business and Your Business' Trading Partner, and SAP has no responsibility whatsoever relating to the Items. "**Items**" means all products, services, or related information posted on the SAP BN. Except as to a Transaction involving an SAP Item, or any claim, loss, or liability caused by SAP, Your Business agrees to indemnify and hold harmless SAP from all claims, losses, liabilities, and damages relating to Transactions by Your Business and for all liability or damages relating to Content Your Business uploads to the SAP BN.
- 3. Responsibility for Content.** SAP is only responsible or liable for the content posted on the SAP BN to the extent required by the German Telemedia Act (telemediengesetz, tmg). To the fullest extent permitted by applicable law, your use of Content shall be at Your Business' own risk. Any Content, whether publicly posted or privately transmitted, is the sole responsibility of the person or entity providing the Content. SAP does not represent or endorse the accuracy, reliability, completeness, usefulness, non-infringement of intellectual property rights, or quality of any Content provided by third parties on the SAP BN. SAP may remove any Content posted on the SAP BN at SAP's sole discretion, but, if Your Business believes that material that Your Business holds the copyright on is being infringed upon on the SAP BN, please notify SAP's Copyright Agent in accordance with the procedure set forth at the following link: <http://www.sap.com/corporate-en/legal/copyright/index.epx>.

G. System Integrity; Data Integrity; Data Storage.

- 1. System Integrity.** Concerning Your Use of the SAP BN, Your Business agrees not to knowingly: (i) interfere with or attempt to interfere with the proper working of the SAP BN;

(ii) post or transmit to the SAP BN any unlawful, fraudulent, harassing, libelous, or obscene Content; (iii) post or send to the SAP BN any Content that contains a virus, bug, cancelbot, worm, Trojan Horse or other harmful item; (iv) publish, perform, distribute, prepare derivative works, copy, translate, disassemble, decompile, or reverse engineer (except to the limited extent that applicable law prohibits a restriction on reverse engineering) the SAP BN; or (v) take any action which imposes an unreasonable or disproportionately large load on the SAP BN or any Business Network Services (guidelines on appropriate load will be posted on the SAP BN, and Your Business will be notified and given an opportunity to cure if Your Business violates this provision). Since most Content on the SAP BN will be sent to the Business Network Services by third parties or Your Business, Your Business also understands that SAP cannot and does not guarantee that such Content, and other files or software of any kind, or from any source, available for downloading through the SAP BN, will be free of infection or viruses, worms, Trojan Horses or other code or defects that manifest contaminating or destructive properties. SAP agrees to not knowingly post or send to the SAP BN any files (i.e., files created by SAP) that contain a virus, bug, cancelbot, worm, Trojan Horse or other harmful item.

2. **Data Integrity.** Your Business is responsible for confirming the accuracy of any data Your Business sends to or receives from the SAP BN, and for maintaining a means external to the SAP BN for the reconstruction of lost data. SAP has procedures to assist Your efforts to confirm that Your Business' Data is accurate, current, and complete. See the Documentation to learn how to update Your Business' information.
3. **Storage of Data.** The SAP BN will allow Your Business to access Data Your Business sends to or receives from the SAP BN for a limited period, which may vary for specific Business Network Services or functions. Your Business is solely responsible for saving all Your Business' Data. Therefore, Your Business should take proactive measures to store Your Business' Data to preserve the accessibility of such Data. Notwithstanding the foregoing, SAP will not delete the transaction Data you retain on the SAP BN that has been stored on the SAP BN for less than eighteen-months, provided that: 1) your account is active and in good standing (i.e. there is no material breach of this Agreement, or other terminable event as described in this Agreement), and 2) you have not altered the default data-retention settings. For purposes of the deletion provision of the [SAP Data Processing Agreement](#), Your Business' "Subscription Term" shall be deemed to have ended upon the earlier of: 1) Your Business has no outstanding fees owed to SAP, and has no remaining SAP Product activity with an SAP customer that requires an active profile (e.g. an active contract on SAP Ariba Contracts with a Buying Trading Partner), or 2) Your Business' request to SAP Support to terminate Your Business' account.

4. **No Load Testing without Advance Consent.** Your Business agrees to not perform, without SAP's advance consent, any load testing or intrusion testing on the SAP BN, even if it is performed using test accounts.
5. **Actions to Prevent Risk.** In order to minimize legal or operational risk to SAP or the SAP BN as a result of Your Business' use of the SAP BN, SAP reserves the right to take any reasonable action (subject to Section 6.A (General Terms - Data Confidentiality)) SAP deems necessary or appropriate to prevent or mitigate the risk, such as suspending or terminating Your Business' use of the SAP BN if such use may, in SAP's discretion, cause or create an unreasonable risk to SAP or the SAP BN. Use of the SAP BN which may present such a risk would include the use of an unauthorized RPA with the SAP BN. "RPA" means robotic process automation used as a productivity tool to configure one or more scripts to navigate a graphical user interface or to automate the activation of specific keystrokes (i.e. a software "bot"). See the <https://help.sap.com> instructions on registering an RPA in the [SAP Developer Portal](#).

H. Intellectual Property Rights. Except for any rights expressly granted to Your Business under the Agreement, SAP, SAP SE, their Affiliates or licensors own all Intellectual Property Rights in and derivative works of the SAP BN, the Business Network Services, Optional Services, and all materials, documentation, design contributions, related knowledge or processes, and professional services related to the foregoing. "Intellectual Property Rights" means patents of any type, design rights, utility models or other similar invention rights, copyrights and related rights, trade secret, know-how or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, whether registered or unregistered, including applications (or rights to apply) and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.

I. Limited Warranty and Exclusions.

1. **Good Industry Practices.** SAP warrants that it will provide the SAP BN in substantial conformance with the Documentation published by SAP for each Business Network Service, and with the degree of skill and care reasonably expected from a skilled and experienced global supplier of services substantially similar to the nature and complexity of the SAP BN. Your Business' sole and exclusive remedy, and SAP's entire liability for breach of this warranty, will be correction of the warranted nonconformity. If SAP fails to correct the warranted nonconformity, Your Business may terminate its access to the non-conforming Business Network Service and SAP will issue a pro-rata refund in the amount of the unused portion of prepaid fees (if any) for the terminated subscription term calculated from the effective date of termination (unless such refund is prohibited by Applicable Export Laws). Any termination must occur within 3 months of SAP's failure to

correct the warranted nonconformity. This warranty will not apply if the SAP BN is not used in accordance with this Agreement or the published Documentation; any non-conformity is caused by Your Business (including use of an RPA), or by any product or service not provided by SAP; or the SAP BN or any Business Network Service was accessed or provided for no fee.

- 2. Warranty Exclusions.** Except as expressly provided in the Agreement, neither SAP nor its subcontractors make any representation or warranties, express or implied, statutory or otherwise, regarding any matter, including the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of or integration with any products or services provided under the Agreement, or that the operation of any products or services will be secure, uninterrupted or error free. Your Business agrees that it is not relying on delivery of future functionality, public comments or advertising of SAP or product roadmaps in obtaining subscriptions for, or access to the SAP BN or any Business Network Service.

J. Limitation of Liability.

- 1. Exclusion of Damages; Liability Cap.** IN NO EVENT SHALL SAP OR ITS SERVICE PROVIDERS BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (A) ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM INTERRUPTION OF USE, LOSS OR CORRUPTION OF DATA, OR LOST PROFITS OR MORAL DAMAGES, WHETHER OR NOT SAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF BUSINESS NETWORK SERVICES, OR (B) FOR A TOTAL AND AGGREGATE LIABILITY AMOUNT UNDER THIS AGREEMENT IN EXCESS OF THE AMOUNT OF FEES PAID BY YOUR BUSINESS WITHIN ONE (1) YEAR PRIOR TO THE DATE OF SUCH CLAIM FOR THE APPLICABLE BUSINESS NETWORK SERVICE USE OR OPTIONAL SERVICE GIVING RISE TO LIABILITY. NOTWITHSTANDING THE FORGOING, IN NO EVENT SHALL SAP OR ITS SERVICE PROVIDERS BE LIABLE UNDER THIS AGREEMENT FOR SAP PRODUCTS GOVERNED BY AN SAP CUSTOMER AGREEMENT.
- 2. Bodily Injury or Death.** The limitations set forth in Section 6.J.1 (General Terms - Limitation of Liability – Exclusion of Damages; Liability Cap) (A) and (B) shall not apply to damages due to bodily injury or death resulting from the gross negligence or willful misconduct of SAP.
- 3. Jurisdictional Limitations.** Some jurisdictions may limit the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages under certain circumstances. In such circumstances, some of the above limitations of 6.J.1 (General Terms - Limitation of Liability – Exclusion of Damages; Liability Cap) may be limited only to the extent of such jurisdictional exclusion.

K. Termination or Suspension.

- 1. By Your Business.** Your Business may terminate this Agreement (along with Your Business' use of the Business Network and any Optional Service) at any time, for any reason, by notifying SAP Support (<https://help.sap.com>). If Your Business is dissatisfied with the Business Network or with any term, condition, rule, policy, guideline, or practice of SAP in operating the Business Network, Your Business' sole and exclusive remedy is to discontinue using the Business Network. Except as explicitly set forth in this Agreement, Your Business will not receive any refund of SAP BN or Optional Service fees (including Membership fees) Your Business has paid if Your Business terminates this Agreement.
- 2. Termination or Suspension by SAP for Breach.** If Your Business fails to perform any material obligation under this Agreement or another contract with SAP (either being a breach), and Your Business does not cure such breach within thirty (30) calendar days after receipt of notice of such breach, SAP may, in its discretion and without liability to Your Business or any third party, terminate this Agreement or suspend Your Business' use of the SAP BN and any Optional Services, delete Your Business' Content and Data, and refuse Your Business' future use of the SAP BN. SAP may terminate the Agreement immediately (i) upon Your Business being the subject of a bankruptcy proceeding, insolvency, liquidation, or similar proceedings, or (ii) to comply with laws applicable to SAP for lawful operation of the SAP BN. In case of termination or suspension under this paragraph, if Your Business has prepaid fees for the use of a Business Network Service, including Membership fees for a Business Network Service or fees for Optional Services, SAP's only liability to Your Business will be to refund a pro-rata portion of the fees based on the period remaining on Your Business' prepaid subscription or Membership term. If Your Business uses the SAP BN for illegal, fraudulent, or abusive purpose, such use may be referred to law enforcement authorities without notice to Your Business. If SAP suspends Your Business' use of the SAP BN or terminates this Agreement, SAP may communicate such suspension or termination, and the reason therefore, to the Trading Partners with which Your Business has transacted (including via their SAP access provider, as applicable), for such Trading Partners to be informed that further attempts to transact with Your Business via the SAP BN are not possible until Your Business' account is reactivated.
- 3. Other Termination by SAP.** SAP may terminate the Agreement or suspend Your Business' use of the SAP BN (including any Optional Services) as follows: (i) if Your Business has not paid fees for its use of the SAP BN, SAP may terminate at any time for its convenience, with or without notice, and (ii) if Your Business is paying fees for its use of the SAP BN, SAP may terminate effective upon the expiration of Your Business' then-current subscription term upon at least 60 days' advance notice . Transaction documents between Your Business and its Trading Partners can only be exchanged if both Your Business and its Trading Partners are current registered Users on the SAP BN and in good standing with the SAP BN.

L. Survival After Termination. Sections 6.A (Data Confidentiality), 6.C (Data Processing Agreement), 6.H (Intellectual Property Rights), 6.J (Limitation of Liability), 6.K (Termination or Suspension), 6.M.1 & 6M.2 (Export Control Laws & Measures to Prevent Unauthorized Access), 6.N (Third Party Claims), 6.Q (Claims of Copyright Infringement), and 6.S (Miscellaneous) shall survive any termination of this Agreement.

M. Compliance with Laws. Subject to the terms herein, (i) SAP agrees to comply with all applicable laws, statutes, ordinances and regulations applicable to an operator of general purpose SAP BN, including United States, Germany and European Union export control and sanctions laws, and (ii) Your Business agrees to comply with all applicable laws, statutes, ordinances and regulations regarding Your Business' use of the SAP BN and transactions made through the SAP BN, including compliance with export control and sanctions laws of Germany, the European Union and the United States ("**Applicable Export Laws**") which includes obtaining any required export authorizations. SAP does not assume the responsibility or liability for failure to obtain appropriate authorizations.

1. Export Control Laws. You, on behalf of yourself and Your Business, hereby confirm that:

- a) Your Business will not use the Business Network, and will not allow the Business Network Services to be used for, any purposes prohibited by Applicable Export Laws, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction;
- b) Your Business is not located in Crimea/Sevastopol, Cuba, Iran, the People's Republic of Korea (North Korea), Syria, the Donetsk People's Republic (DNR) / Luhansk People's Republic (LNR), nor any other country subject to similar restrictions imposed by Applicable Export Laws ("**Embargoed Country**");
- c) Your Business is not a citizen, national or resident of, and are not under the control of, an Embargoed Country;
- d) Your Business will not use, directly or indirectly, any Business Network Service in or from an Embargoed Country;
- e) Your Business is not listed on any sanctioned party list imposed by Applicable Export Laws;
- f) Your Business will not use or make available any part of the SAP BN, directly or indirectly, to persons on the above-mentioned lists and SAP assumes no liability if Your Business makes available the SAP BN to such persons; and
- g) Your Business will take all necessary actions and precautions to ensure that Your Business' downstream users (manufacturers, suppliers, distributors, end users, etc.) comply with Applicable Export Law, including but not limited to the obligation to impose on any downstream users a substantially similar level of protection as the "Compliance with Laws" and "Export Control Laws" sections herein; SAP does not assume the responsibility or liability for failure to take such actions and precautions.

2. **Measures to Prevent Unauthorized Access.** SAP is required to take measures to prevent unauthorized access to the SAP BN. SAP may a) automatically check any company and user registration data and other information Your Business provides about its identity against applicable Embargoed Country lists and applicable sanctioned party lists; b) regularly repeat such checks whenever an applicable Embargoed Country lists and applicable sanctioned party lists is updated or when Your Business updates its information; c) block Your Business' access to the SAP BN in case of a potential match; and d) in case of a potential match, contact Your Business in order to confirm its identity.

N. Third Party Claims.

1. **Claims Brought Against Your Business.** SAP will defend Your Business against claims brought against Your Business and its Affiliates by any third party alleging that Your Business' and its Affiliates' use of the SAP BN infringes or misappropriates a patent claim, copyright, or trade secret right. SAP will indemnify Your Business against all damages finally awarded against Your Business (or the amount of any settlement SAP enters into) with respect to these claims.
 - a. SAP's obligations under Section 6.N.1 will not apply if the claim results from: a) use of the SAP BN in conjunction with any product or service not provided by SAP; b) use of the SAP BN provided for no fee; c) Your Business' failure to timely notify SAP in writing of any such claim if SAP is prejudiced by Your Business' failure to provide or delay in providing such notice; or d) any use of the SAP BN not permitted under the Agreement.
 - b. If a third party makes a claim or in SAP's reasonable opinion is likely to make such a claim, SAP may at its sole option and expense: a) procure for Your Business the right to continue using the SAP BN under the terms of the Agreement; or b) replace or modify the SAP BN to be non-infringing. If these options are not reasonably available, SAP may terminate this Agreement upon written notice, and refund a pro-rata portion of any prepaid, unused fees for the use of the SAP BN based on the remaining prepaid subscription period, if any. SAP expressly reserves the right to cease defense of any claim(s) if the SAP BN is no longer alleged to infringe or misappropriate the third party's rights.
2. **Claims Brought Against SAP.** Your Business will defend SAP against claims brought against SAP, SAP SE, its Affiliates, Authorized Solution Partners and subcontractors by any third party related to Your Business Data. Your Business will indemnify SAP against all damages finally awarded against SAP, SAP SE, its Affiliates and subcontractors (or the amount of any settlement Your Business enters into) with respect to these claims.

3. **Third-Party Claim Procedure.** All third-party claims under this Section 6.N shall be conducted as follows: a) The party against whom a third-party claim is brought (the "**Named Party**") will timely notify the other party (the "**Defending Party**") in writing of any claim. The Named Party shall reasonably cooperate in the defense and may appear (at its own expense) through counsel reasonably acceptable to the Defending Party subject to Section 6I.N.3(b)). b) The Defending Party will have the right to fully control the defense. c) Any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by the Named Party.
 4. **Exclusive Remedy.** The provisions of this Section 6.N state the sole, exclusive, and entire liability of the parties, their Affiliates, Users, Authorized Solution Partners, and subcontractors to the other party, and is the other party's sole remedy, with respect to covered third party claims and to the infringement or misappropriation of third-party intellectual property rights.
- O. **Notices; Communicating With Your Business.** Any notice ("**Notice**") sent to the other party under this Agreement must be in writing and in the English language, where such Notice relates to the Agreement or other legal issues. Any communication sent via email by SAP to the Authorized Administrator Your Business identifies during the registration process shall constitute valid notice from SAP to Your Business. Your Business will keep SAP informed in a timely manner of any change in the Authorized Administrator or their correct email address. SAP is entitled to rely on the validity of the contact information (email addresses, phone number, fax number, or otherwise) for the Authorized Administrator Your Business provides SAP, even if SAP receives an automated response email indicating that the email might not or did not reach its intended recipient.
- P. **Your Obligations Regarding Usernames, Passwords, and Data.** Your Business will be solely responsible for:
1. **Keeping Your Business' username and passwords confidential.** Your Business shall notify SAP immediately upon learning of any unauthorized use of any of its usernames or passwords. For any instruction, communication, or other information ("**Transmission**") SAP receives from someone using any of Your Business' usernames and passwords, SAP is entitled to consider such Transmission as having been sent by Your Business.
 2. **Complying with all applicable privacy, consumer and other laws and regulations** with respect to Your Business' (i) use of the SAP BN; and (ii) use of any Optional Services. Additionally, Your Business' use of the SAP BN may include the routing of Data to one or more countries other than Your Business' country; therefore, Your Business must ensure that the Data does not contain any data that is subject to export or other restrictions by the U.S. or other applicable governments.

Q. Claims of Copyright Infringement. SAP considers itself an online service provider under Subsection 512(c) of the Digital Millennium Copyright Act, Title 17 of the U.S. Code and has this notice in place to address claims of copyright infringement on SAP internet services. If Your Business believes that material on an SAP website or service infringes its copyright, Your Business may submit a notification to SAP's designated agent to receive copyright notices at:

SAP Copyright Department

SAP

3410 Hillview Ave

Palo Alto CA 94304

USA

copyrights@sap.com

Please provide the following information with your notification:

- a) The name and contact information of the complaining party,
- b) Sufficient information to identify the copyrighted work or works,
- c) The allegedly infringing material and its location on an SAP website or service,
- d) A statement by the rights holder that it has a good faith belief that there is no legal basis for the use of the materials complained of,
- e) A statement of the accuracy of the notification and, under penalty of perjury, that the complaining party is authorized to act on behalf of the rights holder, and
- f) The notification must be signed physically or using an electronic signature by the rights holder or person authorized to act on behalf of the holder of the exclusive right that is allegedly infringed. SAP will take reasonable steps to identify, and deny access to SAP internet services by, individuals who are repeat offenders of other's copyrights.

R. Applicable Law. The Agreement and any claims (including any non-contractual claims) arising out of or in connection with this Agreement and its subject matter will be governed by and construed under the laws of the State of New York. The United Nations Convention on Contracts for the International Sale of Goods and any conflicts of law principles and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement. The parties submit to the exclusive jurisdiction of the courts located in New York, New York. The parties waive any objections to the venue or jurisdictions identified in this provision. The mandatory, sole and exclusive venue, place or forum for any disputes arising from the Agreement (including any dispute regarding the existence, validity or termination of the Agreement) shall be New York, New York.

S. Miscellaneous. Without SAP's prior written consent, Your Business may not assign, delegate or otherwise transfer the Agreement (or any of its rights or obligations) to any party. SAP may assign the Agreement to SAP SE or any of its Affiliates. SAP may subcontract parts of the SAP BN to third parties. SAP is responsible for breaches of the Agreement caused by its subcontractors. A waiver of any breach of the Agreement is not deemed a waiver of any other breach. The parties are independent contractors, and no partnership, franchise, joint venture,

agency, fiduciary or employment relationship between the parties is created by the Agreement. Any delay in performance (other than for the payment of amounts due) caused by conditions beyond the reasonable control of the performing party is not a breach of the Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance. If any provision of the Agreement is held to be wholly or in part invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement. If suit is brought under this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees, court costs, and expert witness fees. Each party waives any right it may have to a jury trial for any claim or cause of action arising out of or in relation to the Agreement. Your Business must initiate a cause of action for any claim(s) relating to the Agreement and its subject matter within 1 year from the date when Your Business knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s). This Agreement is the complete and exclusive statement and an absolute integration of the mutual understanding of the parties and supersedes and cancels all previous and contemporaneous written and oral agreements, representations, proposals, discussions, and communications relating to the subject matter of this Agreement. Any breach by a party of this Agreement may cause irreparable damage to the other party and that a remedy at law may be inadequate. Therefore, in addition to all other legal or equitable remedies, a party will be entitled to seek injunctive relief for any breach of this Agreement. With respect to fees paid or payable hereunder, in no event shall the terms of a purchase order, codes of conduct, website, web-portal, or other means provided by Your Business as a condition of payment, modify the Agreement - even if SAP accepts or does not otherwise reject such terms. The content of any such document or site shall not be binding upon SAP except to reaffirm Your Business' payment obligation under this Agreement. The English version of this Agreement (including the additional terms and policies incorporated herein) shall govern in the event of any conflict or substantive translation changes in a non-English language. All article or section headings, or exhibit names, are for reference and convenience only and shall not be considered in the interpretation of the Agreement.

Click <https://www.sap.com/about/legal/copyright.html> for the SAP copyright information, patent information, and third-party software copyright information and <https://www.sap.com/corporate/en/legal/trademark.html> for trademark information.

Last amended: May 17, 2024

SAP BN Terms of Use v5-2024