# RESELLER AGREEMENT FOR CLOUD SERVICES

This Reseller Agreement for Cloud Services (“**Agreement**”) is made and entered into by and xxxx (together, **“Provider”**), and SAP SE (“**SAP**”), having principal offices at Dietmar‑Hopp‑Allee 16, 69190 Walldorf, Germany.

## DEFINITIONS

### **“Add-On”**: each and any integrations, know-how, workflows, and/ or code created by Customer using the Provider Services, independently from Provider or SAP, either individually, or in collaboration with a third-party;

### “**Applicable Entity(ies)**”: SAP Entities and/or Outbound Partners.

### “**Attachment(s)**”: All attachments to this Agreement.

### **Client Components**”: Portions of Provider Services that are distributed to SAP by Provider and/or installed on SAP server(s) to enable access to Provider Service.

### “**Cloud Services**” or synonymously “**On Demand Services**”: Refers to Provider Service(s) that SAP and Customer are provided access to by Provider.

### “**Combined Solution**”: Any integration, interaction, or association of Provider Services with SAP Solutions.

### “**Commercial Third Party Offering**” (“CTPO”) or synonymously “Special Bid Offering” (“SBO”): An agreement between Provider and SAP and/or SAP Entities for special Customer situations.

### “**Compliance Assessment**”: An assessment of the Provider verifying the compliance of Provider Services with the then current requirements for third party Cloud Services, as described in Section 3.1.

### “**Corporate Requirements**”: Mandatory set of SAP rules for Provider Services described in T454 and in this Agreement.

### “**Correction(s)**”: The fixing of a bug in Provider Services by providing a remedy for the incident that Customer had reported to SAP.

### “**Customer Data**”: Any content, materials, data, and information that Customer or its permitted end users enter into Provider Services.

### “**Customer(s)**”: The entity that subscribes to or otherwise purchases or obtains a right to use Provider Services under an agreement with SAP or an Applicable Entity, for its own internal use and not for transfer or resale of any kind.

### “**Development**”: Set of computer science activities dedicated to the process of creating, designing and deploying software and cloud solutions.

### “**Development Partner**”: Synonymous term for Provider as used in the T412, and T454

### “**ECCN**”: The applicable Export Control Classification Number.

### “**Effective Date**”: The date in which this Agreement takes effect, defined herein as [dd.mm.20yy]. If undefined, the date of the last signature of the Parties to this Agreement shall be considered the Effective Date.

### “**Excluded License**” means any license in either party’s contribution to the Combined Solution results in the other parties contribution to the Combined Solution to be: (a) disclosed or distributed in source code form, (b) licensed to recipients for the purpose of making derivative works, (c) redistributable or licensable at no charge, or (d) not be used for commercial purposes. “Excluded License shall also include any license that requires, as a condition of the use and/or, access, of server component(s), that any other software interacting with or hosted alongside such server component(s) be: (a) disclosed or distributed in source code form, (b) licensed to recipients for the purpose of making derivative works, (c) redistributable or licensable at no charge, or (d) not be used for commercial purposes.

### “**Export Classification Questionnaire**”: The questionnaire referenced in T412.

### “**Export Information**” and “**Export Laws**”: As defined in Section 5.4.

### “**Legal Change(s)**”: Any correction to existing Provider Services which implements changes based on legal requirements.

### “**Mark(s)**”: The trademarks, services mark, logos, trade names, domain name, and slogans of either Party.

### “**New Release(s)**”: A new release of the Provider’s Services which which shall not materially diminish the functionality of Provider Services during the term of this Agreement and enhances the functionality of such previous release which may include Legal Changes, Corrections, and Updates, provided that nothing herein restricts Provider from deprecating any functionality of its Provider Services as long as the Parties’s commitments to Customers, as provided in the relevant Customer agreements, are not affected and provided further that any such deprication is subject to Provider’s regular software lifecycle and is announced to SAP with at least 6 (six) months advanced notice. Notwithstanding the foregoing, Provider shall not materially degrade the core functionality of the Provider Service during the subscription term of the contract between SAP and customers according to SAP’s reasonable determination.

### “**Non-Productive Use**”: To use, distribute, and display Provider Services for Training, marketing, advertising, support, testing, evaluation trial and demonstration purposes for any current and future distribution model

### “**Outbound Partner(s)**”: Indirect channels and other contractual partners of SAP and/or SAP Entities that have rights to distribute or otherwise provide SAP Solutions. This shall also include multi-tier indirect channels (e.g., distributors using resellers).

### “**Partial Termination**”: As defined in Section 7.2.

### “**Party**”: SAP or the Provider, and “**Parties**” SAP and the Provider.

### “**Personal Data**”: Any information related to an identified or identifiable natural person. It includes data of employees, applicants, former employees, customers, prospects, suppliers, partners, users of web sites and services, or any other individual. Individuals may be identified, for example, directly by their names, telephone numbers, e-mail addresses, physical location addresses, user IDs, taxpayer IDs, social security numbers, or indirectly by a combination of any information.

### “**Provider Background IPR**”: any intellectual property rights (including patents, right to patent and file for patent, rights to inventions, copyright and related rights, trademarks, registered designs, trade secrets, trade names and domain names, rights in computer software and in databases, content, know-how, look and feel, and any other intellectual property rights or rights of a similar nature, in each case whether registered or unregistered, and including all applications and rights to apply for and be granted renewals or extensions of such rights, as well as the rights to claim priority therefrom, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world) owned, created, developed, leased and/or licensed by Provider prior to, outside of, or independently from, the Agreement, including without limitation (i) technology, tools, methods, algorithms, application programming interfaces, know-how and data, (ii) techniques and skills that are specific to Provider’s business and generic in nature with respect to any customer of Provider, and (iii) common configurations and generic templates that are not specifically related to any Customer Data or Provider Service provided to Customer, and all derivative works for items (i) through (iii).  Notwithstanding the foregoing, Provider Background IPR is only that which is provided by Provider to SAP through this Agreement.

### “**Provider Service(s)**”: All of Provider’s products and services licensed hereunder, as listed in Attachment A (Provider Service), including all applicable Services Documentation. Provider Services include any Third Party Product(s) and any on-premise components that may be downloaded as part of or with Provider Services.

### “**Provisioning Notification**”: A notification sent by SAP to Provider which contains sufficient information to initiate the provisioning such as: Customer name, address, contact name and email, Customer ID, contract start/end date, product information, quantity, country where Provider Services need to be provisioned and date when services should be provisioned. The information in this Provisioning Notification shall not be used nor provided for purposes of (or as the basis for) calculating any Provider Service Fee (as defined in Attachment B and any related corresponding Attachments thereof).

### “**SAP Cloud Qualities**”: A set of characteristics used by SAP to enable remote provisioning of scalable and measured IT resources in an effective and service-like manner in a cloud environment.

### “**SAP Entity(ies)**”: SAP’s affiliates and subsidiaries, defined as corporations or other entities of which SAP owns, either directly or indirectly, more than fifty percent (50%) of the stock or other equity interests or has the majority vote on the board of management.

### “**SAP Extended Passport**” (“SAP EPP”): A processing data object describing actions and correlation parameters associated to data. It consists of several fields enabling the identification of a request being processed by a processing unit. The SAP EPP is created by the originator of a request.

### **SAP HANA Application ID**”: A session variable (defined in property-value pairs and case sensitive) that an application connecting to HANA can set in the SAP HANA client interface. Provider Service shall set the APPLICATION session variable in its connection request to SAP HANA. The value of the APPLICATION session variable can be retrieved by querying the system view M\_SESSION\_CONTEXT. The value supplied as session variable is used for internal checks, auditing, diagnostics, and debugging purposes. More information can be found in the SAP HANA Platform documentation.

### “**SAP Product Standards**”: The rules used by SAP to validate Provider Services. The SAP Product Standards are described in T454 with additional details for select SAP Product Standards in Sections 3.11 though 3.14.

### “**SAP Solution(s)**”: Any (i) software product(s) or cloud-based offering(s) of SAP and/or SAP Entities, as well as (ii) third party product(s) or service(s) other than Provider Services, which are marketed, distributed, and/or provided to Customers by SAP and/or Applicable Entities

### “**Security Correction**”: A correction for a Security Vulnerability in the SAP Solution or Provider Service“**Security Response**”: The process of managing the disclosure of Security Vulnerabilities found by sources external to SAP and Provider.

### “**Security Vulnerability(ies)**”: A security weakness in a software product and/or Provider Service that may allow the attackers to compromise the integrity, availability, and confidentiality of the Customer Data.

### **“Server Components**”: Portions of Provider Services that solely resides on Provider server(s) or Provider-controlled server(s), which are accessed by SAP, the Applicable Entities, or Customers as part of Provider Service.

### “**Service(s) Documentation**”: Provider Services’ technical and functional documentation, including, but not limited to, security and interface information, as made available and amended from time to time on Provider’s documentation portal available at https://docs.uipath.com/.

### “**Source Code Audit**”: An audit whereby Provider provides access to source code for its Server Components and/or Client Components, to an independent third party who will use source code scanning tools to produce a report containing a list of Third Party Products contained in the provided source code.

### “**Support Service(s)**”: The Provider’s support services as set forth in Attachment C and any Exhibits thereof.

### “**T412**”: The “Technical Product Fact Sheet for Development Partner Products”.

### “**T454**”: The “SAP Product Standard Compliance Checklist for Development Partners”.

### “**T490**”: The SAP S/4HANA requirements.

### “**Territory**”: All countries worldwide

### “**Third Party Product(s)**”: Any portion of Provider Services where Provider is not the owner of the intellectual property rights, which includes, but is not limited to, open source software, third party commercial software, freeware, data or datasets, content, services, web services, application programming interfaces, and third party software standards implemented by Provider Service

### “**Update(s)**”: A bundle of small improvements and/or Correction(s) of the Providers Services.

### “**Wind-down Period**”: As defined in Section 7.4.

### “**Zero-day**”: The day of public disclosure of any unfixed Security Vulnerability in Provider Service

## RIGHTS OF SAP

### Provider grants SAP the rights defined in this Section, on a non-exclusive basis, within the Territory and for the term of this Agreement, and any wind down period. For clarity, Provider Services cannot be used and SAP cannot give permission to use the Provider Services to operate a service bureau, managed services or commercial hosting services environment, unless Provider and SAP have entered into a Commercial Third Party Offering specifically for this purpose.

### **Non-Productive Use**

Provider grants SAP the right to:

1. Use, grant access to, and display Provider Services standalone and/or as part of a Combined Solution to Customers for Non-Productive Use;
2. Use Provider Services internally, solely for training purposes of its own employees (eg, Key Users as defined in Exhibit C hereto), with a view to performing its obligations hereunder;
3. Sublicense the rights granted under subsection 2.2(a) and (b) to Applicable Entities; and
4. Authorize Applicable Entities to sublicense the rights granted under subsection 2.2(c) to other Applicable Entities.

The use of the licenses provided for Non-Productive Use for SAP internally will be governed by the terms of the UiPath Evaluation Agreement located at the following web address (or successor): <https://www.uipath.com/legal/trust-and-security/legal-terms>. Any Customer Non-Productive Use shall be subject to SAP’s Non-Productive Use agreement which shall have trial/evaluation customary terms and SAP undertakes to ensure the each Customer receives these terms in a manner that is legally binding upon the Customer.

### **Right to Combine**

Provider grants SAP the right to:

1. Use, access, and display Provider Services, within Development activities, for the purpose of creating a Combined Solution, provided that nothing herein shall give a right to SAP to embed, modify, enhance, decompile or creative derivative works of Provider Services except to deploy or configure such Provider Services for SAP to exercise its rights under this Agreement; and
2. Sublicense the rights under subsection 2.3 (a) to SAP Entities.

### **Provision Rights**

Provider grants SAP the right to:

1. Use, access, and/or display Provider Services standalone and/or as part of a Combined Solution to Customers;
2. Grant Customer’s the right to make Add-ons, provided that for as long as there is any Provider Background IPR therein, use of such Add-ons is limited to the duration of the license term.
3. Sublicense the rights under subsections 2.4 (a) and (b) to Applicable Entities; and
4. Authorize Applicable Entities to sublicense the rights granted under subsection 2.4(c) to other Applicable Entities.

The provision rights shall include multi-tier distribution channels.

### **Right to Sublicense and Distribute Downloadable Components**

For any components of Provider Service that include software components to be downloaded, integrated (if applicable), and/or installed by SAP, Applicable Entities, and/or Customer, including any updates, upgrades, and new releases, Provider grants to SAP the right to:

1. Download, integrate (if applicable), copy, use, display, install, operate, and sublicense the on-premise component;
2. Sublicense the rights under subsection 2.5(a) to Applicable Entities; and/or
3. Authorize Applicable Entities to sublicense the rights granted under subsection 2.5(b) to other Applicable Entities and/or Customer.

The right to sublicense and distribute shall include multi-tier distribution channels.

### **Current and Future Usage Scenarios and Distribution Models**

The rights granted under Sections 2.2, 2.3 and 2.4shall include all current and future business models of SAP, subject to payment of Provider Services Fees, as defined in Attachment B, and shall permit SAP to offer subscription models to Customers.

### **Marks License and Branding**

### Subject to the terms and conditions of this Agreement, Provider grants to SAP and Applicable Entities, except where prohibited by law, the nonexclusive right to use the Provider Marks in the Territory in connection with the marketing, promotion, and provision of Provider Services and SAP undertakes to comply with Provider’s then published marketing and branding guidelines and ensure compliance by the Applicable Entities with the foregoing. Nothing contained in this Agreement shall give SAP or any Applicable Entities any interest in any of the Provider Marks and neither SAP nor the Applicable Entities will challenge or take any action, including registration of a trademark, which interferes with the Provider Marks. If SAP or any of the Applicable Entities, in the course of exercising their rights under this Agreement, acquires any goodwill or reputation in any of the Provider Marks, all such goodwill or reputation will automatically vest in the Provider, when and as, on an on going basis, such acquisition of goodwill or reputation occurs, as well as at the expiration or termination of this Agreement, without any separate payment or other consideration of any kind to SAP or the Applicable Entities, and SAP agrees to take and ensure that the Applicable Entities take all such actions necessary to effect such vesting. Upon termination of this Agreement, SAP and the Applicable Entities will cease to use the other Provider Marks.

### SAP may brand Provider’s Services in a manner that is consistent with SAP branding policies for third party products and Provider’s branding and publicity policies, with the shared intention to maximize the commrcialization of the Combined Solution in the market, subject to receiving the advance written (such writing may include e-mail) consent of Provider prior to the first use of the branding; which consent shall not be unreasonably withheld or denied. SAP and Applicable Entities shall not remove, delete or in any manner alter the Provider Marks or other intellectual property rights notices of Provider and/or its entities and their respective suppliers, if any, appearing on Provider Services as delivered to SAP and/or Applicable Entities. SAP and Applicable Entities may configure and customize the branding within Provider Services using any menus, options, and tools provided for such purposes and contained in Provider Services

## PROVIDER’S OBLIGATIONS

### **Compliance Assessment**

* + 1. Provider shall provide SAP with all information reasonably required during the Compliance Assessment process. SAP will provide the Compliance Assessment documents to Provider and notify Provider of changes to these in writing, with reasonable advance notice. Provider will be granted access to the Self-Service Documents for Development Partners (via SAP Note: <https://launchpad.support.sap.com/#/notes/3111913>) upon signature of the Agreement.

### **Compliance Assessment Test**

The acceptance of Provider Services including material Updates and New Releasesis subject to the successful completion of the Compliance Assessment test. Successful completion of the Compliance Assessment test is subject to compliance of Provider Services with:

1. The Corporate Requirements, as defined in T454;
2. The applicable SAP Product Standards, as defined in T454;
3. The SAP S/4HANA requirements, as defined in T490 if applicable;
4. Completion of the technical information about Provider Services, as defined in T412.

During the Compliance Assessment, SAP will notify Provider about which Products Standards are applicable to Provider Services in addition to the Corporate Requirements. SAP may grant Provider Service an exception to an applicable SAP Product Standard. Any such exception needs to be documented in the Compliance Assessment and requires a risk mitigation plan. Each risk mitigation plan will be reviewed by the Steering Committee, as defined in Section 5.5 of the Agreement and will be part of the next Compliance Assessment.

### **Additional Acceptance Test**

Notwithstanding Section 3.1.1above, SAP may request a Compliance Assessment:

1. On an annual basis; or
2. If the Provider makes any significant changes to Provider Services; such as, but not limited to: changes in scope of the cloud hosting environment (e.g., a change of the cloud hosting provider by Provider or the addition of a cloud region), the detection of a Security Vulnerability, or if a new integration was added (including a new integration to SAP).

### Provider agrees to make Provider Services available to SAP no later than the Customer contract (subscription) start date, that is included with the Provisioning Notification. If SAP sends the Provisioning Notification after the Customer contract (subscription) start date, Provider agrees to make Provider Services available to SAP within twenty-four (24) hours of receipt from SAP of the Provisioning Notification. Provider shall provide SAP with all necessary assistance and information required to establish an automated means of transmitting order details from SAP systems to Provider systems. For clarification: information about the length of the customer subscription for Provider Services in the Provisioning Notification is made available for information purposes only and does not represent a commitment by SAP to Provider regarding the length of the customer subscription. Provider shall be responsible for documenting evidence as to the provisioning of the Customer.

### Provider shall provide to SAP Provider Services, including applicable Service Documentation, Updates, and New Releases no later than Provider makes Provider Services available to its own customers.Provider shall provide Support Services to SAP as described in Attachment C.

### In the event SAP or SAP Entity requests assistance and resources from Provider during the sales process with a prospective Customer, Provider agrees to negotiate in good faith, on a case-by-case basis, the terms, conditions, and remuneration (if any) under which such assistance shall be provided.

### Provider shall provide training to SAP with respect to Provider Services for the number of employees and days, as mutually agreed upon by SAP and Provider free of charge.

### Provider shall ensure that:

1. Implementation and usage of Provider Services with SAP Solutions do not require a material change or modification of the source code of SAP Solutions other than through SAP standard application programming interfaces (APIs);
2. Provider Services are and continue during the entire term of this Agreement, including any Wind-down Period, to be fully compatible with SAP Solutions including New Releases and Updates thereof; and
3. SAP will be promptly notified of all critical Security Incidents without undue delay to the designated SAP point of contact: [Report a Security Issue | SAP Security Management](https://www.sap.com/about/trust-center/security/incident-management.html). A “Security Incident” is defined as unwanted or unexpected information or security event that has a significant probability of compromising SAP business operations and threatening SAP information security.

### Provider will endeavour to remove links or other references to Provider terms and conditions, terms of use, or similar terms, including privacy policies of Provider in Provider Services and agrees that where such removal is not possible, the respective terms will not be applicable. For clarity, Provider is not required to remove any copyright notices from the Provider Services.Provider shall ensure that Customers have access to their Customer Data during the subscription period for Provider Services. Upon expiration or the effective date of termination of:

1. The contract between Customer and an Applicable Entity; or
2. This Agreement, but subject to Section 7.4, including the Wind-down Period.

Provider shall ensure that Customers can export and retrieve their Customer Data stored in Provider Services in a widely adopted format. Provider shall grant SAP the right to permit Customers access to Provider Services for the aforementioned purpose for a period of ninety (90) days upon the effective date of termination of the agreements referred to in Section 3.6(a) and (b)above.

### Reserved

### **Excluded Features**

### As requested by SAP from time to time, but not less than on a quarterly basis, the Parties agree to review material new functionality on Provider Services roadmap for the next release as part of the Compliance Assessment meeting, described in Section 3.1. As used in this Section 3.8, “New Functionality on Provider Services Roadmap” means material changes to Provider Services that are viewed by users as adding features and functionality that differ from those included with Provider Services as they existed on the date of the last review under this Section 3.8. For clarity, New Functionality on Provider Services does not include (i) changes to existing features and functionality that are part of regular product enhancement processes; and (ii) Corrections and Legal Changes.

### Based on this review, SAP may require certain New Functionality on Provider Services roadmap to be excluded from Provider Services due to market factors, as determined in good faith by SAP (“Excluded Features”). If SAP requests Excluded Features, SAP and Provider will convene the product and engineering committee within 30 days to discuss the requested Excluded Features and discuss both a reasonable period of time to complete the efforts and any suitable accommodations based on commercial and technical matters relevant to the request, Unless, following the recomandations of the product committee, SAP decides not to proceed with the Excluded Features, Provider will hide or render inoperable the Excluded Features within 90 days as of the date of SAP’s notice of Excluded Features SAP’s request.

### If Provider does not hide or render inoperable such Excluded Features within the agreed timeframe, SAP may terminate this Agreement for cause in accordance with Section 7.2.

### **Quality and Information Security Audit**

* + 1. Provider shall maintain a quality and information security management system covering Provider Services as well as the development and support processes. The management system shall meet industry standard requirements, as described in international standards ISO 9001, ISO/IEC 27001 and American Institue of Certified Public Accountants Trust Services Criteria used in connection with SOC 2.
    2. Provider will provide the aforementioned ISO certifications and SOC 2 attestation to SAP during Compliance Assessment and allow SAP and/or Applicable Entities to make those available to Customer.

* + 1. **Standard Audit**. If SAP believes, acting reasonably and in good faith, that an on-site or remote audit is necessary to verify compliance with the requirements for its quality and information security management system may request that it or a third party conducts an audit ("Standard Audit”), which shall be subject to the conditions set out below.

1. a Standard Audit plan must be agreed by the Parties and, if applicable, the third-party auditor, with thirty (30) days in advance of the proposed Standard Audit date; the Standard Audit plan will describe the scope, duration, third party auditor and start date of the audit and shall be limited as to ensure Provider’s confidentiality and security obligations towards its employees and counterparties.
2. if the Standard Audit scope described in the audit plan is addressed in an ISO, SOC or similar audit performed by a qualified third party in the twelve (12) months prior to SAP’s audit request, SAP agrees to accept and rely on these reports and Provider’s confirmation that there were no material changes in the verified data protection/security measures, and therefore no audit will be performed.
3. Standard Audits may be performed no more than once (1) a year and must be conducted during the business hours, according to Provider’s policies, and will not interfere with Provider’s business activities.
4. Standard Audits may be performed only if a confidentiality agreement is concluded with the third-party auditor and the audit results will remain confidential and will not be shared with any third party unless agreed by an authorized representative of Provider in writing.
5. unless prohibited by legislation binding on the Parties, SAP must provide Provider with a copy of the Standard Audit report free of charge.
6. each Party shall bear its own respective costs of the Standard Audit.
   * 1. Notwithstanding the above, Provider shall comply with applicable statutory and regulatory audit requirements as set forth in European Union financial services requirements, as necessary to remedy severe security incidents.
     2. Provider Services shall comply with the quality and information security requirements in T454. Upon SAP’s request and not more than once every 12 (twelve) months, Provider shall provide SAP with copies of the most recent reports issued by Provider’s independent auditors with respect to the Provider’s quality and information security system.

### Provider shall provide a co-branded version of Provider Services, including, but not limited to, a co-branded user interface for Customers. Both Parties will work together on finalizing the naming, layout, and functionality which will include both SAP and Provider branding. Use of the SAP logo is subject to a separate Agreement

### **Open Source and Third Party Products**

* + 1. SAP may request and Provider must provide a list of all Third Party Products that are part of Provider Service, including both Server Components and Client Components.Provider is solely responsible for fulfilling all requirements, terms and conditions under the respective license agreements for Third Party Products.
    2. Upon reasonable advanced written notice and not more than once per 12 months period (a) SAP may conduct a Source Code Audit of Provider’s Client Components to determine compliance with Section 3.11, or (b) SAP may also request a Source Code Audit of Provider’s Server Components to determine compliance with Section 3.11if SAP has good reason to believe that Server Components may contain software licensed under an Excluded License, in each case provided Provider is unable to share with SAP an already existing report issued by an independent third party containing a list of Third Party Products contained in the provided source code. Provider agrees to fully cooperate with any Source Code Audit(s) requested under Section 3.11, including, without limitation, providing access to its complete source code to independent third party auditors designated by SAP. Results from Source Code Audit(s) are confidential and must not be distributed to third parties, unless law or a court requires such disclosure. For clarification purposes, as part of the Source Code Audit(s), SAP will not be provided access to the source code of Provider Service.

### **Security Response Process**

* + 1. For all Provider Services, security and data protection risks shall be identified and transparently managed to achieve a secure service lifecycle protecting Customers and preventing liability risks. High security and data protection risks must be reported to SAP in accordance with Provider’s reporting standards.
    2. Provider Services’ lifecycle shall meet Section 3.9 (Quality and Information Security Audit) of the Agreement and comprise of at least regular developer training for security, security risk identification (e.g., using threat modeling), security guidelines for development, security quality assurance measures, security testing including Static Application Security Tests (“SAST”), and Security Response process.
    3. Provider Services shall contain protection against commonly known attacks and vulnerabilities and be free of backdoors (i.e., intentionally built-in access paths bypassing otherwise enforced access controls) or other kind of malicious coding. Vulnerabilities with respect to buffer overflows, cross-site scripting, cross-site request forgery, path traversal, SQL injection and OS command injection, and all other vulnerabilities with immediate negative impact to Customers shall be fixed in accordance with Provider’s secure software development lifecycle which includes software quality assurance prior to software general availability
    4. Security Response process:

1. Provider shall provide notice to all Providers’ customers equally about vulnerabilities.
2. Security vulnerabilities identified in Cloud Software shall be mapped to industry-standard Common Vulnerability Scoring System (CVSS) methodology (i.e., critical, high, medium, and low) as applied to Cloud Software. Any identified vulnerability not being under the responsibility of a third party (e.g., third-party code, open-source libraries and/or solutions) shall be remediated within the following timeframes after the initial date UiPath has confirmed such vulnerability:
   * + CVSS 9.0-10.0 – Critical: no later than thirty (30) days.
     + CVSS 7.0-8.9 – High: no later than thirty (30) days.
     + CVSS 4.0-6.9 – Medium: no later ninety (90) days.
     + CVSS 0.1-3.9 – Low: no more than one hundred eighty (180) days.
3. The security compliance status of Provider Services shall be reported in the T454 form. Any noncompliance to the security and data protection standards shall be mitigated. The mitigation plans of such noncompliance shall be reported to SAP.
4. SAP shall have the right to review the results of SAST performed by a third party commissioned by Provider to perform such task or performed by Provider using generally known and accepted security code scan tools which have been configured to check for commonly known vulnerabilities (scan scope at least covering [OWASP Top Ten](https://owasp.org/www-project-top-ten/) vulnerabilities: [OWASP Top Ten | OWASP Foundation](https://owasp.org/www-project-top-ten/)).
   * 1. Notwithstanding the above, each Party shall abide by the final codified, in force and applicable versions of the EU NIS2 Directive, the applicable national transposition legislation, and any regulation or legislation relevant and applicable to each Party regarding security vulnerabilities in Cloud Software.

### **Indirect Access**

* + 1. Provider shall provide the necessary information on indirect access in T412. In case as a result of API-based SAP connectors developed by Provider within its Integration Service, Provider Service has been identified as relevant for indirect access, Provider shall

1. Enable SAP EPP by implementing SAP EPP technology into Provider Service as soon as reasonably possible but not later than the date of the first Compliance Assessment.
2. In case Provider Service has not received an SAP EPP from an upstream inbound handler, Provider shall ensure that Provider Service generate the SAP EPP and shall fill all “CORE PART FIELDS”.
   * 1. For clarity, only Customers using the Provider Services along with SAP Solutions under this Agreement shall be considered compliant to the indirect license
     2. Upon finalization of the Wind-down Period and Support Services of the Agreement, Provider shall include the correlation parameter to reflect this scenario.
     3. SAP shall educate and enable Provider to implement the SAP EPP technology into Provider Service. This includes, but is not limited to, an online enablement session, description of an example implementation in the technical implementation guide, and further support via SAPs standard support channels. Upon finalization of the Wind-down Period and Support Services, the SAP support will not be available any longer.
     4. The technical implementation guide, examples, and support for the EPP are detailed under: <https://me.sap.com/notes/2673914>.
   1. **HANA Licensing**
      1. If applicable, Provider shall provide the necessary information on HANA licensing in T412. In case Provider Service has been identified as relevant for HANA licensing, the Parties will work together in a commercially reasonable manner for the Provider to:
3. When directly accessing the HANA database Provider Service, provide an SAP HANA Application ID. The technical implementation guide, the required HANA client library, and examples are detailed under <https://me.sap.com/notes/2761525>.
4. Upon finalization of the Wind-down Period and Support Services according to the Agreement, remove the SAP HANA Application ID to reflect this scenario.
   * 1. Provider will endevor to provide to SAP, where possible and on a monthly basis, with a Provider Services adoption report. SAP will provide a report template, which data fields currently include: Customer name, SAP Customer ERP Number, Provider Service name, kick-off date, planned go-live date, confirmed go-live date and implementation partner (if any).

## SAP’S OBLIGATIONS

### SAP and Applicable Entities shall enter into agreements with each of its Customers for the Combined Solution or Provider Services containing terms and conditions substantially as protective of Provider as the agreements under which SAP Solutions are provided.

### Other than as specified in Section 3.3 of this Agreement,SAP shall be solely responsible for all its sales and marketing expenses associated with the resell and/or distribution of Provider Services to Customers.

### Reporting and payment obligations of SAP are defined in Attachment B.

### SAP shall deliver a Provisioning Notification, each working day when a new order from Customer has been received by SAP.

### For distribution through Applicable Entities, SAP will ensure that it and each of its Applicable Entities, as applicable, have an adequate written agreement with each of their Applicable Entities, that flows down the obligations and limitations set out for SAP in this Agreement. For clarity, nothing herein prevents Provider from pursuing enforcement directly against Customers or other third parties for any infringement of its intellectual property rights or other breaches that affect Provider's interests, including from seeking specific performance in relation thereto. Provider shall notify SAP of any such enforcement actions and cooperate with SAP as reasonably requested by SAP.

### During the term of this Agreement and subject to Attachment E, Provider may be granted, upon request, access to an SAP test system for the relevant SAP Solution(s) subject to the then current SAP terms and conditions (“Integration Access”).

### SAP will provide the following terms in its product supplements: “**Analyses Information**. UiPath and its Affiliates may process data, technical information, usage, and telemetry from the Provider Service and any use thereof, to make available and provide platform features (including by training models), perform its obligations under this Agreement, create indices, offer support, provide bug fixes, run systems diagnostics, and monitor error and performance.”

### Reserved

## JOINT OBLIGATIONS OF PROVIDER AND SAP

### Each Party shall use its best efforts to give written notice to the other Party of changes to their respective solutions which might impact the other Party’s solutions hereunder and agrees otherwise to consult with the other Party on such prospective changes no later than three (3) months prior to first availability of a New Release.

### Unless expressly agreed to in writing, and other than as required to fulfill the obligations under the Agreement, each Party expressly prohibits any use or direct reference to its Marks. Interviews, press releases, marketing activities, or announcements, including, but not limited to, social media updates by either Party regarding the subject matter of this Agreement, require for their first publication/use the prior written approval by the other Party; for clarity any subsequent use or reference to such public materials do not require an additional approval.

### **Compliance with Law**

Each Party agrees that it is and will remain in compliance with all applicable federal, state, local and international laws, rules, and regulations that may be in effect during the term of the Agreement as they apply to the operation of each Party’s business as it relates to the activities under this Agreement.

### **Export Control**

### The Parties acknowledges that the laws and regulations of Germany, the European Union, the United States, and/or other applicable countries may restrict the export and re-export of commodities and technical data (“Export Laws”).

### The Parties shall comply with the Export Laws related to access to and use of the Provider Services. Each Party represents and warrants that it is not, and is not owned or controlled by any person or entity that is, (i) located, organized, or resident in a country or territory that is subject to a U.S. trade embargo (currently, Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk People’s Republic, and Luhansk People’s Republic regions of Ukraine); or (ii) identified on any applicable sanctions or restricted party list, including the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, and Sectoral Sanctions Identifications List, administered by OFAC, and the Entity List, Denied Persons List, or Unverified List, administered by BIS. SAP agrees that it will not export, re-export or otherwise transfer the Provider Services (or any result therefrom), or use the Provider Services (a) to disclose, transfer, download, export or re-export, directly or indirectly, any Provider data, to any country, entity or other party that is ineligible to receive such items under the Export Laws, or (b) in connection with any nuclear, chemical, or biological weapons, missile technology, or military end-uses. SAP acknowledges that the Provider Services may not be available in all jurisdictions and that SAP is solely responsible for complying with the Export Laws in its access to and use of the Provider Services. SAP acknowledges that Provider may cease to provide the Provider Services if Providerr determines that SAP has violated any of the representations in this section and SAP agrees to promptly notify Provider in writing if its status under any of these representations changes.

### Provider will cooperate with SAP as reasonably necessary to ensure compliance with Export Laws and agrees to provide SAP with a completed Export Classification Questionnaire and the ECCN of Provider Services, as well as any other technical information as may be reasonably requested by SAP, for the purposes of export and import licensing procedures in other countries (altogether referred to as “Export Information”). Provider warrants and represents that the Export Information provided is complete and accurate and agrees to notify SAP promptly in writing in the event of any change. .

### **Open Source and Third Party Products**

### Each Party takes over full responsibility for any Third-Party Products, or modifications thereof, provided with or as part of the Provider Services and, respectively, SAP Solutions, subject to the terms of this Agreement. Neither Party shall distribute, host and/or provide network access to the other Party and/or its Customers to any Third Party Product(s) in or with its software that will, in whole or in part, be subject to an Excluded License.

### **SAP Contractor Agreement on the Commissioned Processing of Personal Data** (“**CDPA**”)

### Both Parties shall observe the applicable data privacy and data protection regulations and shall have executed an SAP Contractor Agreement on the Commissioned Processing of Personal Data (“CDPA”) including all Annexes as provided separately to Provider. This Agreement shall only be effective upon the condition that Provider has duly signed and returned the CDPA including all Annexes to SAP.

### If the Commission of the European Union, the European Court of Justice, a national data protection or other authority, or a competent court hold that the Standard Contractual Clauses according to European Commission Decision 914/2021/EC (“SCCs”) (i) are generally no longer a suitable means for the transfer of personal data to a country outside of the European Economic Area (“EEA”) or Switzerland, or (ii) cannot be used to transfer personal data to certain third countries, the following shall apply:

1. If the SCCs are generally no longer a suitable means for the transfer of personal data to a non-EEA country as set out above, Provider will provide any services involving the processing of personal data on behalf of SAP exclusively with resources located within the EEA and Switzerland (meaning that any processing of personal data or access to systems containing personal data may be only made within or from the territory of the EEA and Switzerland); or
2. In case that the SCCs cannot be further used for a transfer of personal data to certain third countries, as set out above, Provider will provide any services involving the processing of personal data on behalf of SAP exclusively with resources located within the EEA, Switzerland, or a third country that was not subject to the limiting decision on the application of the SCCs (meaning that any processing of personal data or access to systems containing personal data may be only made within or from the territory of the EEA, Switzerland, or a third country that was not subject to the limiting decision on the application of the SCCs). The same shall apply if the SCC remain a permissible transfer means, but Provider cannot provide such additional safeguards required to exclude access to personal data by governmental third parties, such as secret agencies or prosecutors, in excess of what is deemed reasonable against the background of EU constitutional laws. For the avoidance of doubt, the previous sentence only applies to such countries with excessive governmental data access rights.
3. If the remedies in subsections (a) and (b) above are not available, SAP shall be entitled to terminate this Agreement without notice and without being obliged to pay any damages, expenses, reimbursements, or other payments to Provider. Furthermore, any upfront or partial payment which has been already made by SAP to Provider and which has not been spent by Provider fulfilling its obligations under this Agreement shall be repaid by Provider to SAP.

### **Collaboration and Governance – Steering Committee**

* + 1. The Parties shall establish a Steering Committee composed of two (2) representatives, one appointed by SAP and one appointed by Provider (“GTM Steering Committee”), within thirty (30) days from the Effective Date. Both Provider and SAP will identify an executive sponsor. Upon the prior written consent of the other Party, the representatives are entitled to appoint guests for consulting purposes. The Steering Committee shall meet at least on a quarterly basis during the first year after the Effective Date hereof and at least every six (6) months thereafter.
    2. Nothing herein shall empower the GTM Steering Committee to alter the terms of this Agreement without a written amendment signed by the Parties or require a Party to submit disputes prior to seeking legal action.
    3. The GTM Steering Committee shall (including, but not limited to):

1. Organize the GTM Steering Committee meeting;
2. Review Customer projects and pipeline for the Combined Solution;
3. Review the business plan, including, but not limited to, Joint Marketing and Joint Sales, training, support;
4. Review status and mitigation plan(s) for compliance to the SAP Product Standards for Provider Services; and
5. Review special customer situations, including any possible or existing CTPO/SBOs associated with them.

## TAX, FEES, AND PAYMENT

Tax, Fees**,** and Payment Terms are defined in Attachment B.

## TERM AND TERMINATION

### **Term**

The initial term of this Agreement shall commence on the Effective Date and shall continue in effect until 31.03.2027 and shall thereafter automatically renew for additional one (1) year terms, unless terminated in accordance with Section 7.2of this Agreement.

### **Termination**

### Termination for convenience

Acting in good faith, either Party may terminate this Agreement for convenience in part with respect to a particular Provider Service listed in Attachment A and any of its corresponding attachments (“Partial Termination”) or in its entirety. Any partial termination or termination in entirety will be effective as of March 31st of any given calendar year after the terminating party has provided at least six (6) months prior written notice.

After receipt of the notice of termination for a period of 90 (ninety) days, neither Party will issue a public communication about the termination, during which time Parties will agree upon a transition plan with the aim to minimize customer and commercial disruption. In the event either Party exercises its right of Partial Termination, the parties will document such Partial Termination in an amendment to this Agreement.

### **Termination for cause**

Either Party may terminate this Agreement for cause if:

1. Either Party neglects or fails to perform a material obligation, and such neglect or failure continues unremedied for a period of thirty (30) days after written notice is sent to the defaulting Party by the other Party; or
2. Either Party becomes insolvent; proposes any dissolution, liquidation, composition, financial reorganization, or similar proceedings with respect to its property or business, and such continues un-remedied for a period of thirty (30) days after written notice is sent by the other Party.
   * 1. **Exceptional termination right**

This Agreement may be terminated:

1. By SAP at any time with at least six (6) months prior written notice, with such termination effective on March 31st of any given calendar year, after Provider provides notice that it has become subject to a change in its ownership; or
2. By either Party with at least six (6) months prior written notice, with such termination effective on March 31st  of any given calendar year, if SAP acquires after the date hereof the majority of shares in a third party which develops and/or distributes a software product and/or services which compete with Provider Services.
   * 1. In case of termination of this Agreement by SAP in accordance with Section 7.2.2(b) (Termination for cause) above, both Parties agree upon SAP’s request, to negotiate in good faith, the option for SAP to operate the then current instance of Provider’s Service, subject to mutual agreement on the terms, conditions, and pricing applicable to such an arrangement. If the Parties mutually agree to such an arrangement, Provider shall provide SAP all requisite technology and knowledge transfer to operate Provider Services, assist in introducing SAP to third parties with which agreements will be necessary in order to operate Provider Services, and will, at SAP’s expense, provide reasonable support and assistance with delivery, installation, and configuration of an instance of the applicable Provider Services in SAP’s data center.

### **Effect of Termination**

### Attachment B (Payment), Sections 7.3through 7.5(Termination), Section 9 (Confidentiality), Section 10 (Third Party Rights), Section 11 (Warranty), Section 12 (Limitation of Liability), Section 14 (General), and other provisions of this Agreement that expressly survive per their terms, shall survive any termination. In particular, Provider’s obligations with respect to the continued supply of Provider Services and Support Services, as stipulated in Attachment C, shall remain in force solely in connection with the provision of Provider Services to Customers through the remainder of the subscription term and any permitted renewal periods of such Customer agreements.

### Any payments owing or accrued as of the effective date of termination of this Agreement and during the Wind-down Period, as defined in Section 7.5below, shall be paid by SAP to Provider without undue delay.

### **Obligations Upon Termination**

### Upon any termination of this Agreement, but subject to the rights granted to SAP in Section 7.5, SAP shall immediately discontinue the provision of Provider Services to new Customers, unless SAP is contractually bound at the date of termination.

### The Parties agree that any communications to Customers and any publications/press releases regarding such termination shall not in any way publicly disparage, call into disrepute, defame, slander or otherwise criticize the other party or any of their products or services.

### **Post Termination Rights / Wind-down Period**

### Subject to payment of the applicable Provider Services Fees, as defined in Attachment B, the terms of this Agreement shall survive any termination or expiration of the Agreement to the extent necessary for SAP and Applicable Entities to fulfill SAP’s or the Applicable Entities’ contractual obligations under agreements with Customers, effective at the time of termination or expiration of this Agreement, or entered into during the periods defined in Section 7.5.2. Such contractual obligations include, but are not limited to: (i) Customers adding additional quantities of Provider Services (irrespective of SAP material code or licensing metric, provided it is the same Provider Services), or (ii) Customers adding new or additional quantities of Provider Services linked to already licensed Provider Services (e.g., additional test tenant). After termination, including during any Wind-down Period, Provider is entitled to communicate, market, advertise, offer, and/or sell, directly or indirectly, its own products and services to Customers separate from the Combined Solution. In addition, at Customer request, the Parties will work together in good faith to ensure an efficient migration recognizing Customer’s reasonable requirements, including access to Customer data from the Combined Solution to Provider’s standalone products and services.

### Except for cases of termination for cause by Provider, after termination or expiration of this Agreement, SAP and Applicable Entities remain entitled to extend or renew agreements with Customers in effect at termination or expiration of this Agreement. Such extensions or renewals cannot extend beyond three (3) years after the date of termination of this Agreement (“Wind-down Period”) and are subject to Provider’s end of life policies. Each Party shall remain in compliance with all terms of this Agreement during the Wind-down Period. At the end of the Wind-down Period, Provider shall:

1. Ensure the ability of Customers to access their Customer Data in accordance with Section 3.6 of this Agreement;
2. Offer archiving options if required by law; and
3. delete the Customer Data from Provider’s hardware and software if not in conflict with subsection (a) or unless otherwise instructed by the Customer.

Notwithstanding the foregoing, after termination of this Agreement, SAP, Applicable Entities, and existing Customers may also retain the use of such Provider’s Services, Service Documentation, and Provider’s Confidential Information, as defined below, solely to the extent necessary for archival purposes, which are mandatory according to the applicable law.

### For clarification purposes, SAP shall not be required to remove any interfaces to Provider Services, which reside in the SAP Solution after termination of expiration of this Agreement

## PROPRIETARY RIGHTS

### Title to and ownership of Provider Services shall remain with Provider and/or with the respective manufacturer or author of such Provider Services. All rights to patents, copyrights, Marks, and trade secrets in Provider Services shall remain with Provider and/or with the respective manufacturer or author of such Provider Services. All intellectual property rights, confidentiality and proprietary provisions, rights to patents, copyrights, Marks, and trade secrets in SAP’s Solutions shall remain with SAP and/or with the respective manufacturer or author of such SAP Solutions.

### The Parties recognize that each has the right to independently develop products and services that would compete with the other party’s Provider Services or SAP Solutions without use of any Confidential Information disclosed by the respective Party hereunder. Further, either Party shall be free to use for any purpose the Residuals resulting from access to or work with Confidential Information disclosed hereunder. The term “Residuals” shall mean information in non-tangible form, which may be retained by persons who have had access to the Confidential Information, including ideas, concepts, know-how, or techniques contained herein. Neither Party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of Residuals. However, the foregoing shall not be deemed to grant to either Party a license under the other Party’s copyright or patents.

## CONFIDENTIALITY

### Provider and SAP recognize that, in the course of the performance of this Agreement, Provider, SAP, and the Applicable Entities may learn or be exposed to Confidential Information of the other Party. “Confidential Information” shall mean all information which SAP and Provider protect against unrestricted disclosure to others, and which: (i) if in written or other tangible form, or if stored or maintained in a permanent or printed record in whatever form, is designated as “Confidential”; (ii) if disclosed orally, is designated to be “Confidential” immediately prior to or no later than thirty (30) days following such oral disclosure, or (iii) under the circumstances surrounding disclosure, ought to be treated as confidential. Confidential Information includes, without limitation, the following information regarding SAP Solutions and Provider Services: (i) the know-how, computer software (object and source codes), programming techniques and programming concepts, methods of processing, and system designs embodied in SAP Solutions and Provider Services; (ii) discoveries, inventions, concepts, designs, flow charts, documentation, product specifications, application program interface specifications, techniques, information on Security Vulnerabilities, and processes relating to SAP Solutions and Provider Services; and (iii) Customer and prospect information, including, but not limited to, project and sales information.

### Each Party agrees that it shall take all reasonable efforts to prevent the other Party’s Confidential Information from becoming known to anyone except those of their and the Applicable Entities’ employees, agents, or consultants with a need to know in order to properly fulfill their duties with either of the Parties or any Applicable Entity. The provisions of this Agreement shall be deemed confidential by nature and neither Party shall divulge any provisions, as set forth herein, to any third parties except to their respective attorneys or accountants or except as may be required by law.

### Neither Party’s non-disclosure obligations hereunder shall extend to any Confidential Information or proprietary information or any portion thereof which:

1. The receiving Party can establish was known to it without restriction prior to disclosure by the other Party or was independently developed by the receiving Party without use of the Confidential Information of the disclosing Party;
2. Is now or hereafter comes into the public domain through no fault of the Parties;
3. Is required by operation of law or regulatory authority to be disclosed, provided, however, that the other Party is given reasonable advance notice of the intended disclosure and reasonable opportunity to challenge such legal requirement(s) and the disclosing Party will use all commercial efforts to disclose the minimum information required to comply with such legal requirements. Information not disclosed shall remain confidential; or
4. Is disclosed to the receiving Party without restriction on disclosure by a third party who has the lawful right to make such disclosure.

## THIRD PARTY RIGHTS

### Provider represents and warrants that it is the owner of or is fully and correctly licensed to use Provider Services, including all intellectual property rights of copyright, patent, trademark, trade secret, and other applicable law, and that it has the right to authorize the use of Provider Services and the licensing of Provider Services to Customers by SAP and the Applicable Entities.

### The Parties represent and warrant that the execution of this Agreement does not conflict with any provision of any other agreement, court decision, or administrative order binding upon it.

### Provider represents and warrants that Provider Services do not infringe any copyright, patent, trademark, or misappropriate any trade secret, or other intellectual property right of any third party.

### **Indemnification**

### The Parties agree to indemnify each other for any liability or expense arising out of claims for personal injury or property damage (but only to the extent that is not covered by general such property damage liability insurance) resulting from intentional or gross negligent acts by the other Party.

### Each Party (the “Indemnifying Party”) will defend at its own expense any legal proceeding brought against the other Party (the “Indemnified Party”), to the extent that such proceeding is based on a claim (a) by a third party non-affiliated with the Indemnified Party, alleging that the use, distribution, access or sale of the Indemnifying Party’s software provided as part of the Combined Solution is an infringement of a copyright, a patent, or a trade secret or (b) by a third party as a result of or relating to a security breach (meaning act or omission that compromises either the security, confidentiality or integrity of personal data or the physical, technical, administrative or organizational safeguards puts in place for protection of the security, confidentiality and integrity of personal data) in the Indemnifying Party’s software, and will pay all damages and costs awarded by a court of final appeal attributable to such claim or amounts paid in settlement of such claim (and agreed by the Indemnifying Party in writing); provided, however, that the Indemnified Party:(i) provides notice of the claim promptly to the Indemnifying Party; (ii) gives the Indemnifying Party sole control of the defense and settlement of the claim;provided that the Indemnified Party, at its option and expense, may also be represented in the legal proceeding by independent counsel; (iii) exercises commercially reasonable efforts to provide to the Indemnifying Party, at the Indemnifying Party’s expense, available information, assistance and authority to defend such claim;(iv) has not compromised or settled such proceeding without the Indemnifying Party’s prior written consent.

### Neither party shall have liability for any infringement or claim, which results from the use of its software or services in combination with any equipment, software or data not provided or approved or supported by the documentation of Provider or SAP.

### This Section 10.4 states the entire liability of each Party with respect to the indemnification of any intellectual property right infringement hereunder and there shall be no additional liability with respect to any alleged or proven infringement.

## WARRANTY

### Provider warrants to SAP that, Provider Services, including any Updates, upgrades, or New Releases, are in compliance with all applicable data protection laws and do not include any operation involving the collection, processing, and/or use of Personal Data or any integration with any social media services that collect, process, and/or use Personal Data, unless proper consent has been given by the data subject for such processing or use. No processing or use shall take place, that is in violation of any applicable data protection law or regulation.Provider warrants that Provider Services materially conform to the specifications and descriptions contained in Provider’s then current and applicable Service Documentation, provided they are used in accordance with the Agreement, the Service Documentation and the applicable law,. Provided Provider adheres to the obligations in the Support Services for Provider Services exhibit and such Support Services resolves the respective defect, the obligations in such exhibit shall be SAP’s sole remedy for such warranty. If resolving the defect is not commercially or technically achievable within a reasonable period of time, SAP, at its option, may terminate this Agreement with respect to the affected Provider Services and Provider shall refund SAP the pro-rated unused fees for the respective Provider Services as of the date of termination.

### The warranty period for all Provider Services delivered hereunder shall extend for the length of each term of a Customer’s subscription agreement for Provider Services.

### Provider shall pay for all parts, labor, and travel expenses for Provider’s service personnel required to fulfill its warranty obligations under this Agreement.

### Provider warrants that Provider Services shall at all times meet the Service Levels set forth in Attachment D (“Service Level Agreement”) to this Agreement.

## Limitation on Liability

### IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS), WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, ARISING OUT OF THIS AGREEMENT.

### EXCEPT FOR BREACHES OF SECTION 9 (CONFIDENTIALITY), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY DIRECT DAMAGES, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, ARISING OUT OF THIS AGREEMENT IN EXCESS OF FEES PAID BY SAP TO UIPATH OVER A 12 MONTH PERIOD.

### ANY CLAIMS FOR DAMAGES BY EITHER PARTY SHALL EXPIRE ON THE EARLIER OF: (A) THE DATE THAT IS ONE (1) YEAR AFTER THE TIME THAT SUCH PARTY has become aware of the event giving rise to the claim; or (b) the date that is two (2) years after the claim arises. Notwithstanding the foregoing, the limitation period set forth in this Section 12.3will not apply to cases of fraud, willful misconduct, or personal injury.

### The FOREGOING limitations on liability in Sections 12.1(regarding the third-party loss) and 12.2shall not apply to either Party indemnification and defense obligations under Section 10.4.2for which the maximum aggregate liability of each Party for all damages (individually or together) shall not exceed US $ 20M.

## Reserved

## GENERAL

### **Notices.** All notices shall be in writing and delivered personally, by mail, or e-mail. All notices shall be addressed to the following contacts listed below and shall be deemed delivered upon receipt. Each Party may change its address by written notice in accordance with this Section.

|  |  |
| --- | --- |
| SAP SE  Attention: Global Licensing  Dietmar-Hopp-Allee 16  69190 Walldorf  Germany  [global.licensing@sap.com](mailto:global.licensing@sap.com) | UiPath SRL  Attention: Legal Department  Vasile Alecsandri Str. and 11 Constantin Daniel Str., Building A, floors 5 and 6, 1st District, Bucharest,  Romania, 010613  contractnotice@uipath.com |

### **Modification.** This Agreement may only be modified upon mutual agreement in writing and signed by the Parties.

### **Nonwaiver of Rights.** The failure of either Party to this Agreement to object to any conduct of the other Party that is in violation of the terms of this Agreement shall not be construed as a waiver thereof, or as waiver of any future breach or subsequent wrongful conduct.

### **Entire Agreement.** This Agreement, including all Provider Services Royalty Reports, Special Bids, and other Attachments and Exhibits, shall represent the entire understanding between the Parties hereto relating to the distribution of Provider Services and supersede any and all prior proposals or agreements, whether written or oral, that may exist between the Parties. Deviating conditions, including, without limitation, those contained in any of Provider’s standard terms and/or standard contracts shall not apply even if referred to by Provider and not expressly objected to by SAP. Silence by SAP amounts to rejection of Provider’s standard terms or contracts. No oral side agreements exist.

### **Governing Law and Venue.** 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 Good and any conflicts of law principles and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement.

### **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, this shall not affect any other provision of this Agreement.

### **Independent Contractors.** The Parties represent they are independent contractors in performing all obligations hereunder, and nothing contained herein shall be deemed or construed to create any employer/employee relationship or any partnership or joint venture between the Parties or their respective directors, officers, employees, or independent contractors.

### **Sub-Contractors.** SAP may deploy freelance workers and other contractors to perform its duties under this Agreement, provided they are subject to confidentiality obligations substantially similar to those contained in Section 9.

### **Assignment.** Unless otherwise provided for in this Agreement, neither Party shall transfer, assign, or sublicense its rights or obligations under this Agreement to any other third party, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Assignment in whole by either Party to its respective parent organization is permitted without written consent of the other Party, although the assigning Party shall provide written notice at least sixty (60) days prior to such assignment to the other Party.

## ATTACHMENTS AND EXHIBITS

The following documents are incorporated as an integral part of this Agreement:

|  |  |
| --- | --- |
| **ATTACHMENT A**: | Provider Services |
| **ATTACHMENT A1** | T412 |
|  | *details of initial licensed Provider Service to be attached; sequential Attachment A# to be added subsequently if/as applicable* |
| **ATTACHMENT B**: | Provider Services Fee, Payment, Reporting, and Taxes |
| **ATTACHMENT B1**: | Provider Services Fee, Payment, Reporting, and Taxes for A1 |
|  | *sequential Attachment B# to be added per each subsequent corresponding Attachment A#* |
| **ATTACHMENT C**: | Provider’s Support Services |
| **Exhibit C1**: | SAP Support and Escalation Contacts |
| **Exhibit C2**: | Applicable SAP Support Standards for Collaboration with Partners |
| **ATTACHMENT D**: | Service Level Agreement |

|  |  |  |  |
| --- | --- | --- | --- |
|  | Accepted By: |  | Accepted By: |
|  | (SAP) |  | (UiPath SRL) |
|  |  |  |  |
|  |  |  |  |
| /SS1/ | Signature: | /ES1/ | Signature: |
|  | Name: |  | Name: Ionut Valentin Sas |
|  | Title: |  | Title: Director |
|  | Date: |  | Date: |
|  |  |  | (UiPath Inc) |
| /SS2/ | Signature: | /ES1/ | Signature: |
|  | Name: |  | Name: Robert Enslin |
|  | Title: |  | Title: CEO |
|  | Date: |  | Date: |

# ATTACHMENT A Provider Services

Attachment A contains the initial Provider Services specific description. Changes of description will be collected regularly during the Compliance Assessment process. Multiple Provider Services may be added to this Agreement by additional Attachment A# (one for each Provider Service) and naming them A1, A2, and so on. SAP acknowledges that SAP Build Process Automation is a technical prerequisite for Provider Service to operate in a manner consistent with the expectations of users and will include and ensure that the Applicable Entities include this with each deployment of Provider Service**.**

## Provider Service

## Provider shall provide SAP with a completed T412 describing the details of Provider Service. In addition, Provider shall provide SAP with a new version of the T412 during each Compliance Assessment test, as described in Section 3.1 of the Agreement. The first version of T412 shall be added to the Agreement as Attachment A1 for signature

## The Provider Service shall include the following components

# ATTACHMENT B Provider Services Fee, Payment, Reporting and Taxes

## DEFINITIONS

## “Net Revenue”: All subscription fees due and invoiced by SAP or an SAP Entity to (i) a Customer or (ii) an Applicable Entity that is not an SAP Entity, for all subscriptions of Provider Services to Customers. For avoidance of doubt, Net Revenue shall not include fees for customized integration or implementation services, channel, subsidiary, or agent discounts, nor shall it include any taxes or tax charges of any kind (including, but not limited to, income tax, corporation tax, customs duties, tariffs, excise, gross receipts, sales and use, and value added tax).

## “Provider Services Fee”: The fee payable by SAP to Provider for Provider Services provisioned by SAP or the Applicable Entities to Customers hereunder, as stipulated in this Attachment B1.

## “Provider Services Royalty Report”: A written report to be produced by SAP, by the 20th of each month following the defined reporting period, containing reasonably detailed information on Provider Services made available to Customers by SAP and/or the Applicable Entities during that period and specifications regarding the required commencement date for Provider Services. The defined reporting period shall reflect the period during which the Customer makes advance payment to SAP, which will usually be quarterly or annually.

## REPORTING

If required per Attachment B1, B2, and so on, and following the end of each reporting period, SAP shall submit a Provider Services Royalty Report to Provider. SAP shall keep accurate records regarding all Provider Services licensed to Customers by SAP and/or the Applicable Entities. Upon Provider’s request and reasonable advance notice, SAP shall permit Provider to have such records audited at Provider’ s own costs by Provider or a certified public accountant (“CPA”) or equivalent of the Provider’s choice once every calendar year during SAP’s regular business hours for the current and/or the previous SAP fiscal year.

## PAYMENT

* 1. SAP shall pay Provider Services Fees for Provider Services, as reported to Provider via Provider Services Royalty Reports. Payment shall be made within thirty (30) days of the date of Provider Services Royalty Report. SAP is entitled, if applicable, also following notification from Provider, to issue corrections to a Provider Services Royalty Report. Corrections for underpayments or overpayments by SAP will be made in the next Provider Services Royalty Report, after SAP becomes aware of such underpayment or overpayment, as applicable. In case a Customer is entitled to a refund of their subscription fees, SAP may deduct the pro rata calculated net subscription fee amount from the next payment to Provider.

## All reports shall be sent by SAP to the contact address mentioned in Section 3.5 below. If this contact information changes during the term of this Agreement, the changing Party will notify the other Party in writing.

## Provider Services Fees shall be paid in USD currency. If a currency exchange is required for the determination of Provider Services Fee, it shall be the rate issued by the European Central Bank at the last business day of the reporting period.

## All Provider Services Fees agreed upon under this Agreement are without consideration of any applicable taxes. Tax payments are addressed in Section 4 of this Attachment B. For clarification purposes, SAP is entitled to withhold tax for any due payments according to Section 4.3 of this Agreement in case Provider has not sent the relevant forms issued by the responsible tax authorities to SAP before the due date of the first SAP payment.

## All payment or reporting notices, other than invoices, required or permitted under this Agreement should be addressed to the contact and location outlined below. If the information below changes during the term of this Agreement, either Party will notify the other Party in writing:

|  |  |
| --- | --- |
| **Company Name:** | SAP SE |
| **Street:** | Dietmar-Hopp-Allee 16 |
| **City/State:** | Walldorf |
| **Country/Postal Code:** | Germany – 69190 |
| **Attention:** | Royalty Management Team [royalty@sap.com](mailto:royalty@sap.com) |
| **Bank information:** | Deutsche Bank AG, Heidelberg |
| **Konto/Account:** | 0912030 |
| **BLZ/ Bank ID:** | 67270003 |
| **SWIFT-code:** | DEUTDESM672 |
| **IBAN:** | DE78672700030091203000 |

## TAXES

## Each Party shall be responsible for the declaration and payment of their own taxes.

## All taxes based on income that are imposed, or may be imposed, during the term of this Agreement, by any federal, state, or local government entities for payments received by Provider, under this Agreement, will be borne by Provider.

## If SAP is required by law to withhold income or corporation tax or a similar tax (“Withholding Tax”) from any gross payment to Provider under this Agreement, SAP will withhold or deduct such tax from the gross amount to be paid. If an applicable double tax treaty provides for either an exemption from Withholding Tax or reduction of the applicable tax rate, Provider is encouraged to apply for such exemption or reduction and/or provide any documents necessary for SAP in order to take advantage of such exemption or reduction. SAP will in the case of any withholding of any Withholding Tax provide to Provider a receipt from the relevant tax authority to which such Withholding Tax has been paid.

For the avoidance of doubt, SAP will be able to retroactively, starting from the Effective Date of this Agreement, deduct Withholding Tax, that was not previously deducted at the time of payment to Provider. SAP will be able to retroactively deduct Withholding Tax, including, but not limited to, if Provider neglects or fails to perform any of the notification obligations, described in section 4.4 below.

* 1. Notwithstanding any obligations already existing in this Agreement, in case there is a change to any of the information below during the term of this Agreement, Provider will immediately notify SAP of such changes in writing, addressed to the contact and address in section 3.5 above and via email to [sap\_wht\_germany@sap.com](mailto:sap_wht_germany@sap.com):

1. Name and address of Provider
2. Tax Residency of Provider
3. Any changes in Provider ‘s shareholder structure, except if Provider is listed on stock exchange
4. Changes in payment details or method
5. Provider is obliged to pass on Provider Services Fees received from SAP SE to a third party (even if only partially)
6. Provider assigns Agreement to a third party, as described in Section **Error! Reference source not found.**of the Agreement.

## All other taxes or charges of any kind (including, but not limited to, customs duties, tariffs, excise, gross receipts, sales and use, and value added tax except income tax or corporation tax (or similar taxes)), will be borne by SAP, if their charge is legally required. SAP shall communicate to Provider its value added tax (“VAT”) number or goods and services tax (“GST”) identification number(s) attributed by the country where SAP has established its business.

## GENERAL

This Attachment B and corresponding Attachment B1 refer to the initial Provider Services described under Attachment A and corresponding Attachment A1. Upon inclusion to this Agreement of additional Attachments A2, A3, and so on, additional Attachments B2, B3, and so on, will also be added.

# ATTACHMENT B1 Provider Services Fee, Payment, Reporting and Taxes for A1

## PROVIDER SERVICES FEE

* 1. **Fees for Non-Productive Use and the Right to Combine**

Provider Services for Non-Productive Use, as defined in Section 2.1 of the Agreement, and the right to combine, as defined in Section 2.2 of the Agreement, shall be free of charge.

* 1. **Fees for Customer Use** 
     1. SAP shall pay Provider a Provider Services Fee which for each customer deal which shall be the greater of :

1. Fifty percent (50%) of the applicable Net Revenue, as defined above, due and payable to SAP or SAP Entities for the subscriptions of Provider Services to Customers; or

A minimum Provider Services Fee of:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Provider Service** | **Metric** | **Minimum Royalty/per (month)**  **Subject to a minimum 12 month term for initial and renewal deals**  **If customer purchases additional capacity, term may be co-terminus** | **Minimum Quantity** | **Totals** |
| * x | Platform  (SAP: tenant) | $1,084  per Platform | 1 | $1,084 |

## SUPPORT AND MAINTENANCE FEE

Provider Services Fee, as defined in Section 1 of Attachment B, includes fees for maintenance and Support Services as detailed in Attachment C.

## Reporting

Following the end of each reporting period, SAP shall submit a Provider Services Royalty Report to Provider.

## CTPO/SBO

The Parties may agree to use a CTPO/SBO within special Customer situations. SAP provides multiple templates for the different situations. Either party can initiate a CTPO/SBO with the terms, including the commercial terms for the special Customer situation. Upon returning the signed CTPO/SBO to SAP, the CTPO/SBO shall be deemed binding for Provider and accepted by SAP. In the event the Parties cannot agree on the CTPO/SBO for a special Customer situation within a reasonable period, the special Customer situation will be escalated to executive management for disposition.

**ATTACHMENT C**  
Support Services for Provider Services

This Attachment and Exhibits set forth the terms and conditions pursuant to which SAP and Provider shall cooperate in providing Support Services for Provider Services to SAP and Customer(s). SAP will fulfill its obligations (either itself or through its Applicable Entities) under this Attachment C and will provide Support Services (as defined below) in accordance with the Applicable SAP Support Standards.

## DEFINITIONS

If not set forth otherwise hereunder, the definitions set forth under the Agreement shall also apply to this Attachment C. For the purposes of this Attachment, the following additional definitions shall apply:

* 1. “**Applicable SAP Support Standards for Collaboration with Partners**”: The SAP standards referred to in Section 2.3 of this Attachment C.
  2. “**Case(s)**”: A support event starting with (i) a failure, a defect, or the functional impairment of Provider Services or (ii) the reasonable probability that a failure, a defect, or the functional impairment is caused by Provider Services. As soon as SAP’s support organization is informed by a Customer, the support event becomes a Case.
  3. “**Case Remedy**”: The process of providing an appropriate remedy to fix a Case, including, but not limited to, eliminating the defect or failure, providing a correction or new version of the affected Provider Services, or demonstrating how to avoid the effects of the defect with reasonable effort (i.e., workaround) as an interim remedy. Case Remedy can include a De-Escalation Taskforce as defined in Section 1.4 of Exhibit C2.
  4. “**Key User**”: A designated qualified English-speaking Customer contact person for SAP related support topics. SAP allows Customers to have a limited number of Key Users. Key Users are preferably application administrators who are trained in Provider Service. They shall have adequate technical expertise and knowledge of their configuration of Provider Services to provide relevant information to enable SAP and the Provider to reproduce, troubleshoot, and resolve the experienced error.
  5. “**Root Cause Analysis**”: The method and procedure of conducting an investigation into a Case that allows understanding the root or fundamental cause of the Case so that the problem may be corrected.
  6. “**SAP Global Support Backbone**”: SAP’s overall service and support infrastructure. SAP Global Support Backbone provides a single integrated lifecycle management platform that allows mission-critical support, and a smooth information flow between SAP, Customers, and Provider.
  7. “**SAP Knowledge Base Article**”: The accurate and complete description of any error or Case and of corrective measures and/or correction instructions that need to be applied by Customers to remedy or prevent a Case. Such an SAP Knowledge Base Article is a standard document type that explains to Customers how to get solutions to their questions.
  8. “**SAP Resolve**”: A service offering hosted by SAP for exchange of Cases between SAP, Customers, and Provider.
  9. “**SAP Support On-Boarding Process**”: The process of (i) transferring Support Expertise regarding Provider Services from Provider to SAP, (ii) linking Provider’s support organization to the SAP Global Support Backbone, thus enabling support for Customers’ SAP Solution environment. Provider shall assist SAP when integrating Provider Services by the process module “SAP Support Services Integration”.
  10. “**SAP Support Portal**”: An external support website that offers support related information, available at <https://support.sap.com>.
  11. “**SAP Support Services Integration**”: The technical procedure that is used by SAP to integrate Provider Services with the current SAP monitoring infrastructure.
  12. “**SAP Tenant ID**”: One or many unique SAP identifier(s) provided by SAP to identify an instance or tenant associated with a specific Customer of Provider’s Service.
  13. “**Support Expertise**”: The technical skills and expert knowledge regarding Provider Services from Provider to SAP that is required to provide Customers with qualified Support Services for Provider Services and SAP Solution operated in the Customer’s respective SAP Solution environment in accordance with the stipulations in Agreement. This expertise includes, but is not limited to, knowledge regarding (i) the interface between SAP Solution and Provider Services, (ii) Provider Services themselves, (iii) SAP’s and Provider’s support tasks, and (iv) the technical integration of Provider Services.
  14. “**Support Services**”: All services defined in this Attachment or any referenced documents comprising the collaboration between SAP and Provider in handling Customer support requests by leveraging the SAP Global Support Backbone as described hereunder.

## PRINCIPLES OF THE SUPPORT SERVICES AND SCOPE

* 1. The processes and procedures defined in this Attachment C are applicable to all Customers under the Agreement.
  2. SAP and Provider hereunder agree on a joint escalation process as well as service level agreement and implementation of a De-Escalation Taskforce, as defined in Section 1.4 of Exhibit C2.
  3. Provider shall adhere to the “Applicable SAP Support Standards for Collaboration with Partners” that apply to the support of end-to-end operations of Customers with respect to SAP Solutions and/or Provider Services. The currently applicable version of this document is attached hereto as Exhibit C2. Any new versions shall be made available on the [SAP Resolve web page](https://resolve.sap.com/) (<https://resolve.sap.com>). Provider shall always adhere to the then current version. SAP is entitled to adjust this document and shall communicate any changes to Provider via the relevant page.
  4. Unless explicitly agreed otherwise herein, each Party will be responsible for its own costs incurred with the Support Services and its personnel costs incurred in performing the activities or obligations.
  5. Provider and SAP obligations under this Attachment and Exhibits will stay in full force until Provider Support Service obligations are terminated as defined in Section 7 of the Agreement.

## PROVIDER’S OBLIGATIONS UNDER THIS ATTACHMENT

* 1. **Integration into SAP Global Support Backbone**

Provider shall maintain a subscription to SAP Resolve, subject to a separate signed written agreement and fees, with the respective SAP Entity.

* 1. **Support Tasks**

Provider shall provide SAP and Customer with support for Provider Services as defined in Exhibit C2.

* 1. **Support Assistant**

Provider shall collaborate with SAP to create an initial sequence of queries for Customer Cases. This forms the initial Customer facing support experience and gathers initial troubleshooting data automatically.

* 1. **Service Level Agreement**

Provider shall provide Support Services in accordance with the Service Level Agreement as defined in Exhibit C2.

* 1. **Technical Pre-Requisites**

Provider agrees to provide SAP with support tools and technical documentation for Provider Services allowing for efficient remote technical diagnosis and isolation of a Case in the Customer’s SAP Solution environment by leveraging the SAP Global Support Backbone. SAP shall provide Provider with its detailed request during the modules “Document Transfer” of the SAP Support On-Boarding Process as it is defined under Section 5 of this Attachment C.

* 1. **SAP Knowledge Base Articles**

Provider will provide SAP and Customer with SAP Knowledge Base Articles regarding Case Remedy provided for Provider Services integrated by SAP.

* 1. **Provider Services**

Provider shall support Provider Services twenty-four hours a day, seven days a week (i.e., 24x7).

* 1. **Provider Contacts**

Provider’s contact person(s) should be communicated to SAP by sending an e-mail to [sap\_global\_partner\_support@sap.com](mailto:sap_global_partner_support@sap.com). Upon Provider’s discretion, the contact person(s) can be changed by Provider. Provider will inform SAP immediately in writing of such change by e-mailing new or changed contact data to [sap\_global\_partner\_support@sap.com](mailto:sap_global_partner_support@sap.com).

* 1. Provider shall assist SAP when integrating Provider Services into the current SAP monitoring infrastructure by the process module “SAP Support Services Integration”.
  2. Reserved
  3. Provider shall actively redirect the Customer to the SAP Support Portal for creation of Cases. The SAP Case shall be the primary channel for communication with the Customer. Customer should not be enabled to open Cases directly with the Provider.
  4. Provider shall provide a link to the SAP Support Portal for the creation of Cases for Customer. Links to the Provider’s own Case management application (used by Key Users for opening Cases) should be replaced with links to SAP’s Case management solution for Customers (currently, support.sap.com).
  5. Provider’s link to the SAP Support Portal shall include the individual Customer SAP Tenant Id and respective Provider’s SAP Support Component (as defined in Section 3.1 of Exhibit C2) for the problem area.
  6. The Provider shall provide Customer-specific product usage reports to SAP or directly to the Customer. These reports can be made available as part of Provider Services on regular (at least quarterly) basis to SAP Support. The report shall include at a minimum, usage of Provider Service (e.g., which modules or key functions), number of users, and number of the metric used by SAP to license Provider Services.
  7. Provider shall provide SAP Support with Key User level access to all Provider tenants used by Customer for SAP support purposes.
  8. **Support Services in Scope of SAP Enterprise Support, Cloud Editions**

Provider shall provide Support Services to SAP in accordance with the Agreement and scope of SAP Enterprise Support, cloud editions as set forth below. For reference see the applicable Support Policy for SAP Cloud Services in [SAP Trust Center](https://www.sap.com/about/trust-center.html). Provider acknowledges that SAP can only support Customers to the extent Provider complies with its Support Services obligations under the Agreement.

Provider shall assign support roles under “manage my partnership” in the SAP Partner Portal. Provider shall provide Support Services to SAP including the following:

* + 1. **Release Update Information and Product Roadmap Update Information**

Provider shall provide Customer facing Release Update Information and Product Roadmap Update Information (as defined in the Support Policy) specific to the Provider Services as part of the Compliance Assessment via the “Technical Product Fact Sheet for Development Partner Products” (T412). SAP reserves the right to request Release Update Information and Product Roadmap Update Information from Provider upon business need.

* + 1. **SAP Support Advisory Services**

Provider shall collaborate with SAP on the SAP Support Advisory Services by providing Provider Service specific content in response to Customer requests. SAP Support Advisory Services shall mean the access to experts who help customers on support-related requests and advise on the support deliverables and assets. Provider is responsible for the validity of the content provided to SAP and shall inform SAP about any changes immediately but latest five (5) working days prior to a new release. SAP reserves the right to request content for SAP Support Advisory Services from Provider upon business need.

* + 1. **Social Business Collaboration**

Provider shall use all reasonable efforts to actively participate on SAP’s web and platform for social business collaboration, such as the SAP Community, or comparable own platforms for social business collaboration by promptly replying to Customer questions on Provider Services.

* + 1. **SAP Enterprise Support Academy**

Provider shall create Customer assets for the SAP Enterprise Support Academy following the “ES Academy Collection Template” available for download in the SAP support document repository and sending it to SAP via SAP\_ES\_Academy@sap.com. Provider is responsible for the validity of the content provided to SAP and shall inform SAP about any changes immediately but latest five (5) working days prior to a new release. SAP reserves the right to request content for SAP Enterprise Support Academy from Provider upon business need.

* + 1. **SAP Enterprise Support Reporting**

Upon individual Customer request and within five (5) business days after SAP has submitted Customer’s inquiry to Provider, Provider shall provide SAP with the corresponding content for Provider Service by filling the “ES Report Template” available for download in the SAP support document repository and attach it to the respective Customer Case.

* + 1. **Proactive Checks Proposed by SAP**

Upon individual Customer request and within five (5) business days after SAP has submitted Customer’s inquiry to Provider, Provider shall fill the “Proactive Checks Template” available for download in the SAP support document repository and attach it to the respective Customer Case.

## SAP’S OBLIGATIONS UNDER THIS ATTACHMENT

* 1. SAP’s Support Tasks

SAP shall provide Customer with initial support for Provider Services as defined in Exhibit C2. The provision of SAP’s support tasks is dependent on Provider successfully performing its obligations under this Attachment and completion of the integration into SAP Global Support Backbone as defined in Section 3.1 and the modules “Document Transfer” and “Knowledge Transfer” of the SAP Support OnBoarding Process as outlined in Section 5.

* 1. SAP Support Methodology

SAP will assist Provider, to ramp up Provider’s support organization regarding the applicable SAP support methodologies for Support Services to be provided for Provider Services.

* 1. Enabling Services

SAP will provide Provider with the following training:

1. Remote assistance in the use of SAP Resolve of approximately two (2) hours;
2. Guidance regarding the integration of SAP Resolve with Provider own ticketing systems upon request; and
3. Overview of SAP support methodologies with respect to User communication.

## JOINT OBLIGATIONS

* 1. SAP and Provider have agreed to collaborate on the SAP Support On-Boarding Process, for Provider Services and New Releases which consists of multiple modules:

1. Document Transfer;
2. Knowledge Transfer; and
3. SAP Support Services Integration.
   1. SAP and Provider will agree on scheduling of these modules.
   2. SAP and Provider agree to bear their own costs associated with the SAP Support On-Boarding Process.
   3. **Module “Document Transfer”**
      1. The Document Transfer will be initiated by SAP.
      2. Provider agrees to provide SAP access to Provider’s technical support database.
      3. Provider agrees to provide SAP all documents, including, but not limited to:
4. SAP Knowledge Base Articles regarding known Cases of Provider Services and known Case Remedies.
5. Technical recommendations regarding the methodologies for analysing and evaluating an occurring error in Provider Services.
6. Documentation regarding the communication processes between Provider Services and the SAP Solution interface, as there are mainly detailed protocols or error logs, including, but not limited to, time stamps, error messages, and description of the data transferred between SAP Solution and Provider Services. Depending on the amount of data transferred, Provider will break down tracing information to comprehensive levels of detail.
7. Support solution guidelines for Provider Services, including, but not limited to, description of best practices, customer-care handbooks, or comparable documentation.
8. Recommendations for Customer standard system configuration.
9. Documentation of core business processes, core application package.
10. Documentation of key interface function modules.
11. Documentation of Customer and Key User guide, including software architecture, landscape, and communication technology.
    1. **Module “Knowledge Transfer”**
       1. SAP will initiate the module “Knowledge Transfer”. Provider shall provide the elementary training to enable SAP to perform its obligations under this Attachment. The Party providing the training shall confirm the SAP resources are trained sufficiently to deliver SAP support obligations as described in Exhibit C2.
       2. Training to SAP resources shall be provided at the location of an SAP Global Support Center (“SAP GSC”) or remotely as jointly agreed.
       3. Training to SAP resources must include, but shall not be limited to, training about functionality, typical operational scenarios, support reports, support tools, support methods, efficient technical diagnosis and Root Cause Analysis, technical recommendations how to analyze and evaluate an occurring error, information regarding the communication processes at the interface between Provider Services and the corresponding SAP Solution, usage of the available support documentation for Provider Services, and usage of Provider’s support portal and/or support knowledge database.
       4. The scope of the Knowledge Transfer to SAP shall consist of minimum ten (10) person days to groups of maximum fifteen (15) SAP resources per event. Provider shall grant unlimited and unrestricted access to any relevant E-learning materials, online resources, and permanent access to one (1) demo and test tenant that includes all Provider Services covered by this agreement.
       5. Knowledge Transfer to SAP resources shall be free of charge.
    2. **Module “SAP Support Services Integration”**
       1. Provider acknowledges that SAP can only effectively fulfill its support obligations under this Attachment when Provider Services have been integrated with SAP’s monitoring infrastructure.
       2. SAP and Provider agree that the technical integration of Provider Services with SAP’s monitoring infrastructure requires participation of qualified resources from both Parties. The number of resources will be mutually agreed.
       3. Provider agrees to perform with SAP a workshop at a mutually agreed location with the goal to integrate Provider Services with SAP’s monitoring infrastructure.
       4. Provider agrees to provide and enable SAP with the expertise required to develop and/or optimize SAP proactive and reactive Support Services for optimization of Provider Services’ performance or functionality within the SAP Solution environment.
       5. SAP Support Services Integration shall be part of Provider’s maintenance obligations and remuneration hereto shall be part of the Maintenance Fee as defined under Section 2 of Attachment B1.
       6. Provider agrees that the SAP Support Services Integration must be performed at an SAP site and agrees that SAP decides on the actual location.

## OTHER TRAINING IN ADDITION TO THE SAP SUPPORT ON BOARDING PROCESS

* 1. For any New Release of Provider Services, Provider will provide at no additional costs, complementary sessions (similar to Section 5.5 of this Attachment C) whereby the duration shall be mutually agreed upon in accordance with the level of new and changed functionality and technology compared to the previous release.
  2. Any additional requirement and/or customized training beyond Knowledge Transfer per Sections 5.5 and 6.1 of this Attachment C are subject to consent of the Party providing such training and may cause additional costs. Any training is subject to each Party’s then current terms and conditions. Both Parties shall jointly agree on the schedule of such training sessions.
  3. **Scope and Content**

The content of the training sessions shall be recommended by theParty providing the training. The content shall be substantially similar to the standard training sessions that suchParty provides to its own technical support resources. TheParty that receives such training may define additional training requirements.

* 1. **Training Locations**

EachParty may provide the training sessions by their technical support or education organizations and may locate the training events in the facilities where such training is generally provided unless otherwise agreed to between thePartiesin advance.

## GOVERNANCE OF THE SUPPORT COLLABORATION

* 1. **Support Review Meetings**

The Parties shall meet regularly at a mutually agreed upon time at an SAP location or remotely to review and discuss the worldwide support performance.

* 1. SAP will inform Provider on the various deadlines for the above-mentioned activities and when the obligations have to be completed.

**Exhibit C1**  
SAP Support and Escalation Contacts

General Information

This Exhibit contains information about the support and escalation contacts at SAP. Any new versions will be made available on the [SAP GPS Work Zone page](https://workzone.one.int.sap/site#workzone-home&/groups/IYFtftB5uuRw753QNcmuRL/overview_page/llNH8qxEooTZOTmVa8Lzou)

(<https://workzone.one.int.sap/site#workzone-home&/groups/IYFtftB5uuRw753QNcmuRL/overview_page/llNH8qxEooTZOTmVa8Lzou>) and will supersede this version. Provider will be granted access to the SAP GPS Work Zone page upon signature of the Agreement. This information is strictly confidential, and Provider may not share it with Customers.

SAP’s Support Contacts

**SAP Customer Interaction Center (“CIC”)**

The Customer Interaction Center (“**CIC**”) is one of the interfaces between Customers/Partners and the SAP Support organization. It is available twenty-four hours a day, seven days a week (i.e., 24x7), and provides a central point of contact for assistance with nontechnical queries such as:

1. Existing Customer Cases, e.g., status requests, speed up, escalation requests;
2. SAP for Me and its applications, e.g., user management, license key request, software download;
3. S-User administration, e.g., unlocking users, authorization help; and
4. SAP Remote Services.

Please refer to [SAP Note 560499](https://launchpad.support.sap.com/#/notes/560499) (<https://launchpad.support.sap.com/#/notes/560499>) to find contact details for your local CIC.

**SAP Global Partner Support (“GPS”)**

In order to fulfill SAP’s obligations and Service Level Agreements towards Customer for third party software solutions, SAP operates SAP Global Partner Support (“**GPS**”) centers. GPS centers are located in Dublin (Ireland), Rot (Germany), and Dresden (Germany) for EMEA; Newtown Square (USA) and Sao Leopoldo (Brazil) for Americas; and Dalian (China) for APJ. An SAP team for supportability of Provider solutions has been established in Newtown Square (USA). For Case management issues, Provider may contact the GPS on-duty queue manager via e-mail at [GPS 24x7 Duty Inbox](mailto:sap_global_partner_support@sap.com) ([sap\_global\_partner\_support@sap.com](mailto:sap_global_partner_support@sap.com)) for further assistance.

SAP’s Escalation Path

To request an official escalation of a Case, contact your local SAP CIC. Please refer to [SAP Note 560499](https://launchpad.support.sap.com/#/notes/560499) (<https://launchpad.support.sap.com/#/notes/560499>) to find contact details. For information about requesting an escalation and providing details of how the issue is impacting your business, see [SAP Note 90835](https://launchpad.support.sap.com/#/notes/90835) (<https://launchpad.support.sap.com/#/notes/90835>). An official escalation is justified in critical cases only. Failure to provide detailed information on how this issue is impacting your business will result in the request being denied. In case Provider is not satisfied with support provided by GPS, please contact the GPS on-duty queue manager via e-mail at [GPS 24x7 Duty Inbox](mailto:sap_global_partner_support@sap.com) ([sap\_global\_partner\_support@sap.com](mailto:sap_global_partner_support@sap.com)) which is monitored twenty-four hours a day, seven days a week (i.e., 24x7).

**EXHIBIT C2**  
Applicable SAP Support Standards for Collaboration with Partners

The Applicable SAP Support Standards include, but are not limited to:

* Customer support by case management;
* SAP application management by providing the Customer with minimum documentation, remote supportability, and Root Cause Analysis;
* Business process operations by business process and interface monitoring and exception handling, data volume management, job scheduling, management and transactional consistency, and data integrity; and
* SAP technical operations by system administration and system monitoring.

Version as of January 2023

The most recent version of this document can be found on the [SAP Resolve web page](https://resolve.sap.com/) (https://resolve.sap.com)

1. **SUPPORT DEFINITIONS**
   1. “**Action Plan**”: A document or report created for the Customer by the Party that is processing a Case to describe the progress of a Corrective Action for a Case including (i) description of next steps to be taken by SAP, Provider, Customer, or Customer’s partners, (ii) results of actions taken to date, and (iii) date and time of next status update and a schedule of future activities to reach a Case Remedy.
   2. “**Corrective Action**”: An action which will provide Customer with (i) a Case Remedy or at least with (ii) an Action Plan for the Parties involved in the Case Remedy process.
   3. “**Customer Action**”: The status of a Case which was handed over to Customer for further activities to be executed by Customer.
   4. “**De-Escalation Taskforce**”: A joint support team staffed by both SAP and Provider to provide on-site support at a Customer location in response to an Escalated Situation and where a Case Remedy action cannot be provided remotely.
   5. “**Escalated Situation**”: Any highly critical situation of the Customer that has very serious consequences for normal business transactions for the Customer provided both Parties of this Exhibit agree that the resolution of such situation requires additional attention by one or both Parties.
   6. “**Priority**”: The level of Priority assigned to Cases.
   7. “**Processing Time**”: The time period during which Provider works on Case Remedy for a single Case. For Priority 1 and 2 Cases the time is measured as real-time, meaning twenty-four hours a day, seven days a week (i.e., 24x7). Processing Time does not include the time when the Case has the status “Customer Action” or “SAP Proposed Solution” and the action is not with the Provider.
   8. “**SAP Proposed Solution**”: Shall mean SAP has provided “Corrective Action” to Customer.
   9. “**Service Level Agreement**” or “**SLA**”: The service level in accordance with definitions, procedures, and schedules as defined in Section 2 of this Exhibit.
2. **DEFINITION OF THE SERVICE LEVEL AGREEMENT**

SAP and Provider shall process Cases by performing their respective support tasks.

* 1. **Qualified Response**

SAP and Provider agree to provide each other and Customer with qualified responses to enable Customer to start with the resolution process for an error that caused such Case. This qualified response shall be provided within the SLA for Initial Reaction Time as defined in Section 2.8 of this Exhibit.

A ‘Qualified’ response is an update to Customer that moves the issue towards a solution:

1. Initially check Case for completeness (language, component, priority, example data, system access/log-on data) and provide the Customer the results of this initial check;
2. Inform Customer about the progress of the solution;
3. Provide technical information about the issue; and
4. Provide a solution if possible.
   1. **Availability for Technical Support and Escalation**

SAP and Provider agree to provide to each other availability of their support organizations and senior support management for an Escalated Situation twenty-four hour a day, seven days a week (i.e., 24x7).

Provider agrees to make best efforts to respond to SAP Case escalation requests with a qualified response matching the committed response SLAs for the Case Priority.

* 1. **Categorization of Cases**

SAP and Provider agree to apply the SAP standard definitions and categorizations for Cases as they are defined by the SAP Support Standards in accordance with this Exhibit C2.

* 1. **Handling Priority of Cases**
     1. SAP and Provider agree that Provider shall not modify the Priority of Cases defined by Customers. Provider may however lower the Priority of a Case (i) once Provider has provided SAP and/or the Customer with a workaround and (ii) if the Customer and SAP consent to such change of the Case Priority.
     2. SAP and Provider shall process Cases by performing their respective support tasks.
     3. SAP and Provider shall use best efforts to respond within the Processing Time for Corrective Action.
  2. **Measuring Processing Time and Case Remedy**
     1. SAP will monitor the Processing Times for Initial Reaction and Corrective Action by means of the SAP Global Support Backbone.
     2. Processing Time shall start with the receipt of a Case by Provider via SAP Global Support Backbone.
     3. Provider will work on Case Remedy in close and direct cooperation with Customer and keep SAP updated on the progress of the Case Remedy by documenting the Case troubleshooting.
  3. **Action Plan**

If an Action Plan is required by Provider, such Action Plan shall include a status report including:

1. Description of the progress in Case Remedy;
2. Next steps planned by Provider and/or SAP;
3. Cooperation actions required by Customer;
4. Date and time for the next status update from Provider;
5. Due dates for actions to be taken by Provider and/or SAP to the extent possible; and
6. A list of responsible persons allocated by Provider and/or SAP to the Case Remedy.
   1. **SLA on Processing Times, Definition of Priorities, and Response Times**

Provider shall process Cases within the time frames below (see Section 2.12 of this Exhibit C2). The respective period starts with the receipt of a Case by Provider.

1. Provider shall provide a Qualified Response to Customer or SAP as appropriate within the Initial Reaction Time set forth below.
2. Provider shall use best efforts to ensure an ongoing communication to Customer, to keep Customer informed of progress towards a Case Remedy. Maximum elapsed time between such communications, visible via the SAP Global Support Backbone, shall be in accordance with the timeframes below (see Section 2.12 of this Exhibit C2).
3. Provider shall use best efforts to solve the Case within the targeted solving period set forth below.
4. The Parties will monitor the response times.
   1. “**SLA for Initial Reaction Time**” shall mean:

The time frame as specified in Section 2.12 of this Exhibit C2 for a qualified support engineer to contact the Customer. The SLA for Initial Reaction Time shall be deemed to be met if Provider has given a Qualified Response within this time.

* 1. “**SLA for Ongoing Response Time**” shall mean:

1. A qualified support engineer will continue processing the Case and provide information regarding progress towards the Case Remedy regularly.
2. For Priority 1 and 2 Cases, the time is measured as real time, meaning twenty-four hours a day, seven days a week (i.e.**,** 24x7).
   1. “**SLA for Corrective Action**” shall mean:
3. Provider will provide a Case Remedy within the specified time frame.
4. The SLA for Corrective Action only refers to that part of the processing time, when the Case is being processed at Provider/SAP (“**Processing Time**”). Processing Time is split into Initial Reaction Time and time for Corrective Action.
5. The Processing Time does not include the time, when the Case is on status “Customer Action” or “SAP Proposed Solution”, whereas (i) the status “Customer Action” means the Case was handed over to Customer and (ii) the status “SAP Proposed Solution” means SAP or Provider has provided “Corrective Action”.
6. The SLA for Corrective Action shall be deemed to be met if within the specified Corrective Action target for the relevant Case Priority: (i) Provider proposes a Case Remedy in alignment with SAP, or (ii) Customer agrees to reduce the Priority of the Case.
   1. **Classification of Test Systems**

Identical problem situations in test systems shall normally justify a Priority that is one level lower than the equivalent Priority in a Customer’s production system.

* 1. **Service Level Agreement**

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| **Priority of Customer Case** | **Description** | **SLA for Initial Reaction Time** | **SLA for Ongoing Response Time** | **SLA for Corrective Action** |
| 1  Very high | A Case should be categorized with the Priority “very high” if the problem has very serious consequences for normal business processes or IT processes related to core business processes. Urgent work cannot be performed.  This is generally caused by the following circumstances:   * A productive system or service is completely down. * The imminent system Go-Live or upgrade of a production system cannot be completed. * The Customer's core business processes are seriously affected. * Issues that may materially affect data integrity or breach of security.   A workaround is not available for each circumstance. The Case requires immediate processing because the malfunction may cause serious losses.  In case of a Go-Live or upgrade, the reason to delay the Go-Live or upgrade must be one that would cause serious losses if not resolved before Go-Live. | 1 hour  (24x7 hours) | Once every hour | Provider to provide response within 4 hours to include resolution, workaround, or Action Plan. |
| 2  High | A Case should be categorized with the Priority “high” if normal business processes are seriously affected. Necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the Provider offering that are required immediately. The Case is to be processed as quickly as possible because a continuing malfunction can seriously disrupt the entire productive business flow. | 2 hours  (24x7 hours) | Once every 6 hours | Provider to provide for issues either a resolution, workaround, or Action Plan within 3 business days. |
| 3  Medium | A Case should be categorized with the Priority “medium” if normal business processes are affected. The problem is caused by incorrect or inoperable functions in the Provider offering. | 4 hours  (10x5 hours) | Once every 3 days for non-defect and 2 weeks for product defect. | 6 calendar weeks |
| 4  Low | A Case should be categorized with the Priority “low” if the problem has little or no effect on normal business processes. The problem is caused by incorrect or inoperable functions in the Provider offering that are not required daily or are rarely used. | 1 business day  (10x5 hours) | Once every week for non-defect and 3 weeks for product defect. | 6 calendar weeks |

1. **DEFINITION OF THE SUPPORT PROCESS**
   1. SAP will implement in the SAP Global Support Backbone a queue for Provider Services (“Provider Support Component”) to allow for this usage scenario. SAP will name this Provider Support Component in the SAP Global Support Backbone in compliance with the SAP component naming conventions.
   2. SAP Resolve will grant access to all Cases allocated to the Provider Support Component for Case Remedy.
   3. Provider must clearly communicate the naming of the Provider Support Component to Customers and must inform Customers about the importance of choosing the right support channel and component depending on the product (Provider or SAP) where the Case arises.
   4. In case a Customer accidentally or incidentally uses an SAP support component to send a Case related to Provider Services to an SAP support center, SAP will forward such Case to the Provider Support Component.
   5. In case a Customer accidentally or incidentally uses the Provider Support Component for a Case related to an SAP Solution, Provider shall directly forward such Case to the corresponding SAP support component. Forwarding of such Cases to SAP must be performed in accordance with the Case Priorities defined in Section 2.12 of this Exhibit C2.
   6. The Customer takes the decision whether and when a Case is successfully remedied. Only the Customer decides if the Case can be closed in the SAP Global Support Backbone.
2. **DEFINITION OF THE ESCALATION PROCESS, DE-ESCALATION TASKFORCE**
   1. Either Party’s escalation management shall monitor the support processes and co-operate closely with the other Party in any possible process with the goal to de-escalate and resolve the Customer situation in a reasonable time.
   2. A joint De-Escalation Taskforce will be set up if an issue related to Provider Services cannot be resolved remotely and where SAP and Provider agree that only the cooperation of both can de-escalate such a critical situation of the Customer.
   3. Provider and SAP agree to support the other Party for a De-Escalation Taskforce at Customer site upon either Party’s reasonable request. Either Party will make reasonable efforts to join the other Party at the Customer site within thirty-six (36) hours.
   4. Both Parties agree to initially bear their own costs that might arise in case of escalation. Once the De-Escalation Taskforce is terminated, both Parties will mutually agree how costs will be allocated between the Parties according to the results of the Root Cause Analysis of the Case that led to this escalation.
   5. Both Parties commit to document in SAP Knowledge Base Articles the solution provided to the Customer once the escalation is closed.
   6. Each Party will exchange with the other Party the final reports summarizing the actions taken and results of these actions, likelihood of problem recurrence, and recommended future actions.
   7. Parties may close an escalation process upon mutual agreement.
3. **DEFINITION OF SUPPORT TASKS**

Below describes typical tasks SAP considers as part of the support responsibility.

* 1. **Support Tasks in Scope of SAP (“Initial Support”)**

Customer and application management help desk service as follows:

1. Check the availability of Provider Service;
2. Receive Cases from Customer;
3. Ensure comprehensive problem description exists in English language (unless otherwise agreed);
4. Check the Priority based on the given definition (see Section 2.12 of this Exhibit C2);
5. Check information provided by the Customer (completeness and accuracy);
6. Check the specific Provider Support Component in SAP’s support network;
7. Assign Case to a specific Provider Support Component (queue) in SAP’s Global Support Backbone for follow-up if assigned to the incorrect component area;
8. Search in support database (e.g., SAP Knowledge Base Articles and Customer Cases);
9. Make any required notifications to Customer;
10. Provide assistance to Customer in terms of moderating a forum;
11. Provide proactive, personalized support to Customers, including best practice guidance; and
12. Summarize status before forwarding to next level, if required.
    1. **Support Tasks in Scope of Provider**
    2. User management support;
    3. Access Customer data in Provider Services, if necessary, for problem analysis;
    4. Analyze problems (issue reproduction, debugging, dump / trace / error message analysis, etc.);
    5. Create and modify SAP Knowledge Base Articles by documenting the Case Remedy;
    6. Provide Customer with a solution or workaround for the Case;
    7. Verify Customers’ system customization;
    8. Specify expected duration to fix the Case by patches, bug fixes, or support packages;
    9. Create workarounds;
    10. Create knowledge articles for Cases to include:
        1. the identified cause of the defect
        2. the process of the Case Remedy with all requested information and material (e.g., bug fixes, patches, description of workarounds); and
    11. Involve escalation management if and when needed.

# ATTACHMENT D Service Level Agreement

## DEFINITIONS

* 1. “Downtime”: The total minutes in the calendar month during which Provider Services does not respond to a request from Provider’s Point of Demarcation for the data center providing Provider Service, excluding Excluded Downtime.
  2. “Excluded Downtime”: The total minutes in the calendar month attributable to (i) Scheduled Downtime and (ii) factors outside of Provider’s control.
  3. “Point of Demarcation”: The outbound firewall/VPN device of Provider’s computing environment.
  4. “Scheduled Downtime”: A timeslot not to exceed one (1) hour per month each first Saturday of a given month from <5 pm CET> until <6 pm CET> to run maintenance and update services on Provider Service. Provider shall have the option to file a written request to SAP for additional Scheduled Downtime and Parties shall mutually agree to such Scheduled Downtime at least five (5) business days prior to the requested Scheduled Downtime date. SAP shall not unreasonably withhold agreement to Provider’s request for Scheduled Downtime.
  5. “Credit”: two percent (2%) of the applicable Provider Services Fees for the calendar month for each one percent (1%) below System Availability SLA, not to exceed one hundred percent (100%) of Provider Services Fee of the applicable calendar month.
  6. “System Availability SLA”: Defined as ninety-nine point nine percent (99.9%) during each calendar month for production versions and calculated in accordance with the formula defined under System Availability.
  7. “System Availability”: Calculated by following formula:

Example:

A month has 30 days (= 30\*24\*60 = 43,200 minutes)

Scheduled Downtime for this example month was 180 minutes

*‘**total minutes in the calendar month’ = 43,200 – 180 = 43,020 minutes*

Downtime for the example month = 30 minutes

*System Availability = 99.93%*

## PROVIDER OBLIGATIONS

* 1. Provider warrants the System Availability for the applicable Provider Services shall equal or stay above the System Availability SLA. Provider will provide to SAP a monthly report describing System Availability for Provider Services.

In the event that the System Availability SLA falls below the System Availability SLA, as defined in Section 1.6 of this Attachment D, within the range of every one percent (1%) Provider shall pay SAP the Credit, as defined in Section 1.5 of this Attachment D and as further detailed by the following calculation examples:

0.1% - 1.0 % below the System Availability SLA equals 2% Credit

1.0% - 2.0 % below the System Availability SLA equals 4% Credit

2.0% - 3.0 % below the System Availability SLA equals 6% Credit, and so on.

* 1. In case Provider Services has Downtime, Provider will provide SAP with regular updates on system status, mitigation efforts, and expected timing for Provider Services to become available again.
  2. If Provider misses the System Availability SLA three (3) months in a row, this shall constitute a material breach of this Agreement by Provider.
  3. Data Center Location and Scheduled Downtime

Provider shall inform SAP of any changes to the data center location:

|  |  |  |
| --- | --- | --- |
| **Data Center Legal Entity (Provider or Supplier)** | **Region** | **Full Address** |
|  | EEA |  |
|  |  |  |
|  |  |  |