

TERMS OF USE (BUYERS) - SAP Business Network Discovery

SAP Business Network Discovery is now connected to the SAP Business Network.

Applicability of This Agreement:

- Buyers, the Customers of SAP Ariba's buyer-side cloud services, have a signed contract (a "Subscription Agreement") for their subscription to a particular SAP Ariba cloud service such as SAP Ariba Buying and SAP Ariba Commerce Automation, ("Subscribed Product"). The terms listed below do not apply to Your use as a Buyer of any Subscribed Products.
- Separate from the cloud services it sells, Ariba also makes available to Buyers a free service called SAP Business Network Discovery (use as a Buyer).
- If you choose to use the SAP Business Network Discovery service as a Buyer (features are available from your Ariba Network account), your use will be subject to both the Solution terms and the General Terms below. If you do not agree with the terms of this Agreement, then do not use the SAP Business Network Discovery features.
- Ariba retains the sole right and discretion to decide whether You may register for or use the SAP Business Network Discovery service.
- Transactions on the SAP Business Network Discovery service are business-to-business and no individual consumer shall act as a user of the SAP Business Network Discovery service.
- If you are a Customer of Ariba on premise software with an agreement allowing your organization to utilize the Ariba Network as part of "Foundation Services" that are part of your customer support agreement, these terms do apply to your use of Foundation Services and the term "Discovery Site" shall include such services.

I. SOLUTION TERMS - SAP Business Network Discovery

A. **General.** These terms apply only to Buyers accessing the SAP Business Network Discovery site ("**Discovery Site**"). These terms do not apply to any Supplier using SAP Business Network Discovery.

B. **Service Scope and Eligibility.** The Discovery Site is a venue where Buyers can find potential new suppliers. All postings of buying needs submitted to the Discovery Site ("**Postings**") must be initiated by a Buyer, where the Buyer is interested in purchasing a product or service from a supplier. Use of the Discovery Site to create Postings that offer goods or services for sale are prohibited (that is, use by the Supplier to promote itself via a Posting). Ariba may remove Postings, without notice, that do not comply with this requirement. The Discovery Site is for business users only, and You may not use it for consumer purchases or sales.

C. **Publicity & Confidentiality.**

1. **Publicity.** The Discovery Site seeks to help buyers and suppliers to find one another, extend their network, and do business. This involves publicizing users, and thus You should assume that anything you submit to Discovery Site may be publicized on the Discovery Site (made publicly available), except Private Information (see below). Note, for example, that if You provide a "Business Contact," that person's name, phone and email address will most likely be visible to other companies using the Discovery Site.

i. **Ratings.** Discovery Site may contain a feature that allows users to provide ratings on their experience with other users via the Discovery Site. For more information about this feature, see [About Ratings](#). You agree that any rating You submit must contain opinions honestly held by You, and the content of the rating must be based on your actual experiences during transactions with the supplier which you rate. You consent to Ariba's display of the ratings You submit. You acknowledge that Ariba is not the author of the ratings, has not contributed to it, and is not in any way responsible for such ratings (even if Ariba elects to monitor or remove some content contributed by users).

ii. **References.** Discovery Site may contain a feature that allows users to provide references concerning other users via Discovery Site. If You post a references, you represent and warrant that (a) the references is not made about Yourself; and (b) the references reflects Your honest opinions of that other user. You consent to Ariba's display of the references Ariba receives from You. You acknowledge that Ariba is not the author of the references, has not contributed to it, and is not responsible for such ratings (even if Ariba elects to monitor or remove some content contributed by users).

iii. **Commodities.** If You submit to the Discovery Site a commodity code associated with the products or services You sell or want to purchase, Discovery Site can display that commodity code on Your profile. Similarly, if You submit a custom commodity code to Discovery Site, You agree that Ariba is free to reuse that custom commodity code within the commodity code hierarchy on the Discovery Site.

2. **Private Information.** Certain information You submit to the Discovery Site or that you receive from suppliers will not be publicized: credit card information; bid amount information; and the contents of a response to a Posting ("Response") You receive. You must comply with the Discovery Site's policies and on-screen instructions relating to the type of information you may submit relating to such Service. As a Buyer, you agree that a Posting You submitted is not Private Information (and will be sent automatically to the suppliers you select plus suppliers with which Ariba matches you).

3. **Your Access to Other Users' Information.** Due to the very public nature of the Discovery Site and its directory of companies, You may be allowed to access various information about other users. If You collect any of the user information accessible on the Discovery Site, You must remove such users' information from your records if they request You to do so. In addition, under no circumstances, can You disclose personally identifiable information about another user to any third party without the consent of such other user.

D. **Your Communications with other Users or Non-users.** Buyers may solicit offers to purchase from suppliers by submitting a Post. If Ariba receives complaints that You have engaged in a spam, Ariba may suspend or terminate Your account (without any refund). You also acknowledge and agree that, by making a Post, or otherwise communicating with another user relating to a Post (collectively, a "Communication") or viewing a seller's profile: (a) Ariba does not personally endorse any of the suppliers or buyers associated with a Communication and does not make any representations or warranties with respect to the suppliers or their goods and services; (b) Ariba is not responsible for the conduct of buyer or supplier associated with any transaction related to a Communication, or the quality of any goods or services relating to such transaction or the Communication; and (c) any transaction between You and another user will be solely between yourselves and not Ariba. Ariba reserves the right to reject any Posting (meaning to not have it displayed on the Discovery Site) f or any reason within Ariba's reasonable discretion, such as it if creates unreasonable risk for Ariba, possibly violates law, does not appear legitimate, is offensive, or other similar concerns. In addition, if You include improper contact information in the Post, Ariba may delete the improper portions from the Posting.

E. **Purchase of Premium Services or Optional Services.** Registration and use of SAP Business Network Discovery as a buyer is currently free. Ariba may as to future use of the Discovery Site, upon notice required by applicable laws, at any time change the amount of, or basis for determining, any fee, or institute new fees or charges. These new fees or charges will be implemented at the commencement of the next billing cycle after the change is effective.

II. GENERAL TERMS

A. **General.**Your access or use of the Discovery Site is strictly subject to Your compliance with the Agreement (as updated periodically) and Ariba's then-current policies applicable to the Discovery Site. By entering this Agreement, You represent and warrant that you are authorized to do so. You should review these terms periodically, and each use of the Discovery Site is subject to the then-current form of the Agreement.

B. **Data Confidentiality.**

1. Your Data. Ariba understands the sensitive nature of the Data and other information You may send to the Discovery Site and data You receive from your trading partners via the Discovery Site, and Ariba therefore agrees to handle and protect Data pursuant to the commitments described in this Agreement. Ariba agrees to use reasonable efforts to maintain, safeguard, and not use or disclose Your Data except as needed to facilitate Your Use of the Discovery Site or otherwise to perform services under this Agreement, as further described in the Ariba [Data Policy and Privacy Statement](#), which is incorporated into this Agreement. The term "Data" shall mean profile information, transaction and other data You send to the Discovery Site, promotional information, transaction data/details, customer lists, data You maintain about Your customers and suppliers, Personal Data, marketing information, product mix, sales mix or related information.

2. Your Use of Other Users' Information. In order to facilitate interaction among users of the Discovery Site, You may be allowed to access certain information about other users of the Discovery Site. By entering into this Agreement, You agree to treat information about other users of the Discovery Site in strict accordance with the Agreement. In all cases, You must give such users an opportunity to request to be removed from Your database and a chance to review what information You have collected about them. In addition, under no circumstances, except as described in this section, You agree to only disclose personally identifiable information about another user to any third party if you have the written consent of such user.

3. Confidentiality of Ariba information. Information (but not Your Data) about the processing capabilities of the Discovery Site, the technology or interface features of the Discovery Site, and the notices and updates sent by Ariba to You are proprietary and confidential information of Ariba and You hereby agree not to share such information with third parties or use such information except to support Your Use of the Discovery Site.

4. Exceptions. The restrictions on disclosure or usage of information contained in this section II.C.4 will not apply to information that (i) is already known to a party prior to disclosure by the other party; (ii) is or becomes a matter of public knowledge through no fault of the receiving party; (iii) is rightfully received from a third party without a duty of confidentiality; (iv) is independently developed by the receiving party; (v) is disclosed under operation of law (i.e., in response to a subpoena, governmental or regulatory request, or the like); or (vi) is disclosed by a party with the other party's prior written approval.

C. Your Registration and Sign-up Obligations. All information that You provide to Ariba must be accurate (e.g., Your company name, contact names, business address), whether or not supplied during the registration process. You are responsible for keeping such information up-to-date and must provide changes promptly to Ariba by logging in to Your account and providing the correct information to Ariba.

D. Data Protection. Ariba's usage and disclosure of information You supply as part of the registration process is subject to the [Data Processing Agreement \(Ariba Network Services\)](#) and the Ariba [Data Policy and Privacy Statement](#). Ariba adheres to, and is audited by independent third party auditors for compliance with, industry data handling standards and related Service Organization Control ("SOC") standards, EU Safe Harbor, GAPP, and PCI). If your Ariba Network account is utilized in support of a Subscribed Product, then the terms of your subscription agreement with SAP govern the handling of your user account data and Private Information. You will be solely responsible for:

1. Keeping Your user name and password confidential. You shall notify Ariba immediately upon learning of any unauthorized use of Your user name or password. For any instruction, communication, or other information ("**Transmission**") Ariba receives from someone using your user name and password, Ariba is entitled to consider such Transmission as having been sent by You.

2. Complying with all applicable privacy, consumer and other laws and regulations with respect to Your (i) provision, use and disclosure of the Billing Data; (ii) use of the Optional Services; and (iii) use of The Discovery Site. Additionally, Your use of the Discovery Site may include the routing of Data to one or more countries other than Your country.

E. Billing Data. Suppliers pay fees for some of the SAP Business Network Discovery services based upon transaction activity which may identify the Buyers that they have transacted with ("Billing Data"). Ariba shall not disclose Billing Data to third parties or use the Billing Data, except that Ariba shall have the right (i) to use the Billing Data as necessary to perform under this Agreement and any Optional Services and charge applicable fees to Suppliers (including disclosing the Billing Data to third parties providing Optional Services requested by You or processing the billing for Ariba); (ii) to maintain the Billing Data as long as necessary or as required by law and used internally for record keeping, internal reporting, and support purposes; and (iii) to provide the Billing Data as required by law or court order, or to defend Ariba's rights in a legal dispute.

F. Involvement with Third Parties.

1. Links to Third Party Sites. The Discovery Site may allow access to other websites. These linked sites are not under the control of Ariba, and Ariba is not responsible for the contents of any linked site. Ariba provides links only as a convenience, and such inclusion of any link does not imply endorsement by Ariba of the site or any part of its contents.

2. Items of Third Parties. The Discovery Site allow users to make or process transactions for Items ("Transactions"), and may allow users to upload or route various information including but not limited to information on Items or information relating to proposed or actual Transactions ("Content"). You acknowledge that, except for Items clearly identified as being those of Ariba, Ariba does not operate, control or endorse any Items listed on the Discovery Site or processed by the Discovery Site. Except for Ariba Items, all Transactions are solely between You and your trading partner, and Ariba has no responsibility whatsoever relating to the Items. "Items" means all products, services, or information posted on the Discovery Site. Except as to a Transaction involving an Ariba Item, or any claim, loss, or liability caused by Ariba, You agree to indemnify and hold harmless Ariba from any and all claims, losses, liabilities, and damages relating to Transactions by You and also for all liability or damages relating to Content you uploaded to the Discovery Site.

G. System Integrity, Data Integrity, Data Storage.

1. System Integrity. Concerning Your Use of the Discovery Site, You agree not to knowingly: (i) interfere with or attempt to interfere with the proper working of the Discovery Site; (ii) post or transmit to the Discovery Site any unlawful, fraudulent, harassing, libelous, or obscene Content; (iii) post or send to the Discovery Site any Content that contains a virus, bug, cancelbot, worm, Trojan Horse or other harmful item; (iv) publish, perform, distribute, prepare derivative works, copy, or reverse engineer (except to the limited extent that applicable law prohibits a restriction on reverse engineering) the Discovery Site; or (v) take any action which imposes an unreasonable or disproportionately large load on the Discovery Site (guidelines on appropriate load will be posted on the Discovery Site, and You will be notified and given an opportunity to cure if You violate this section II.G.1.(v)). Since most Content on the Discovery Site will be sent to the Discovery Site by third parties or You, You also understand that Ariba cannot and does not guarantee that such Content will be free of infection or viruses, worms, Trojan Horses or other code or defects that manifest contaminating or destructive properties. Ariba agrees to not knowingly post or send to the Discovery Site any files (i.e., files created by Ariba) that contain a virus, bug, cancelbot, worm, Trojan Horse or other harmful item. However, both parties understand that they cannot and do not guarantee or warrant that files or software of any kind, or from any source, available for downloading through the Discovery Site, will be free of infection or viruses, worms, Trojan Horses or other code or defects that manifest contaminating or destructive properties.

2. Data Integrity. You are responsible for confirming the accuracy of any data You send to or receive from the Discovery Site, and for maintaining a means external to the Discovery Site for the reconstruction of lost data. Ariba has procedures to assist Your efforts to sure that Your Data is accurate, current, and complete. See the Ariba [Data Policy and Privacy Statement](#) to learn how to update Your information.

3. Storage of Data. The Discovery Site will allow You to access Data You send to or receive from the Discovery Site for a limited period of time as provided in the documentation. Therefore, You should take

proactive measures to store Your Data within Your own computers, in order to preserve the accessibility of such Data beyond the Discovery Site; retention period applicable to You.

4. **Security.** Ariba agrees to utilize industry standard security methods to protect the Discovery Site. Currently, the Discovery Site and hosting facilities are audited and certified every six months by an independent, qualified, third party security assessor for SOC 1 Type II and SOC 2 Type II, under the Trust Services Principles discipline established by the AICPA, specifically Security, Availability, Processing Integrity and Confidentiality. Ariba reserves the right to move to a different compliance standard. Ariba uses reasonable efforts to scan the Discovery Site for Ariba-owned content (whether software code, data files, etc.) uploaded by Ariba for the detection and eradication of viruses.

5. **No Load Testing without Advance Consent.** You agree to not perform, without Ariba's advance consent, any load testing on the Discovery Site, even if it is performed using test accounts.

H. **Actions to Prevent Risk.** In order to minimize the legal risk (if any) we may face applicable to Your Use of the Discovery Site, Ariba reserves the right to take any reasonable action, subject to our obligations of confidentiality, with respect to such Use of the Discovery Site we deem necessary or appropriate (such as suspending or terminating Your Use of the Discovery Site if it causes or creates an unreasonable risk to Ariba).

I. **Limited Warranty and Disclaimer.**

1. Ariba warrants that it has full power and authority to provide the Discovery Site and all related services to You and to grant You the rights granted herein. The use of the Discovery Site as a buyer is provided free of charge and Ariba makes no warranty as to the functionality of the Discovery Site.

2. OTHER THAN THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, THE DISCOVERY SITE PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ALL OF WHICH ARIBA EXPRESSLY DISCLAIMS. ARIBA MAKES NO WARRANTY (i) THAT THE DISCOVERY SITE WILL MEET YOUR REQUIREMENTS, (ii) THAT THE DISCOVERY SITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR (iii) AS TO ANY ITEMS (EXCLUDING ARIBA ITEMS) ARIBA ASSUMES NO RESPONSIBILITY FOR ERRORS OR OMISSIONS IN THE DISCOVERY SITE OR ANY OTHER WEBSITE THAT MAY BE LINKED TO VIA THE DISCOVERY SITE. ANY CONTENT OBTAINED BY YOU THROUGH THE DISCOVERY SITE IS DONE AT YOUR OWN DISCRETION AND RISK.

J. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL ARIBA OR ITS SERVICE PROVIDERS BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (A) ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM INTERRUPTION OF USE, LOSS OR CORRUPTION OF DATA, OR LOST PROFITS, WHETHER OR NOT ARIBA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR YOUR DISCOVERY SITE USE, OR (B) FOR A TOTAL AND AGGREGATE LIABILITY AMOUNT UNDER THIS AGREEMENT IN EXCESS OF THE AMOUNT OF MEMBERSHIP FEES PAID BY YOU WITHIN ONE (1) YEAR PRIOR TO THE DATE OF SUCH CLAIM FOR THE APPLICABLE DISCOVERY SITE USE OR OPTIONAL SERVICE GIVING RISE TO LIABILITY.

The limitations set forth in section (A) and (B) above shall not apply to damages due to bodily injury or death.

K. **Exclusions and Limitations.** SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR

CONSEQUENTIAL DAMAGES. ACCORDINGLY, TO THAT EXTENT SOME OF THE ABOVE LIMITATIONS OF SECTIONS II.J AND II.K MAY NOT APPLY TO YOU.

L. Termination or Suspension.

1. **By You.** You may terminate this Agreement (along with Your Use of the Discovery Site and/or an Optional Service) at any time, for any reason, without prior notice. If You are dissatisfied with the Discovery Site or with any term, condition, rule, policy, guideline or practice of Ariba in operating the Discovery Site, Your sole and exclusive remedy is to discontinue using the Discovery Site. If You have paid Ariba any Membership Fees, or fees for Optional Services, You will not receive any refund under any circumstances if you cancel.

2. **Termination or Suspension for Breach.** If You are a Member and you fail to perform any material obligation under this Agreement or another contract with Ariba (either being a breach), and You do not cure such breach within thirty (30) calendar days after receipt of notice of such breach, Ariba may terminate this Agreement or suspend Your Use of the Discovery Site and/or Optional Services. Ariba may terminate the Agreement immediately upon Your being the subject of a bankruptcy proceeding, insolvency, liquidation or similar proceedings. In case of termination or suspension under this paragraph, if You have prepaid Membership Fees or Optional Service fees, Ariba's only liability to You will be to refund a pro-rata portion of the fees based on the period of time remaining on Your prepaid Membership. If You use the Discovery Site or an Optional Service for illegal, fraudulent or abusive purpose, such use may be referred to law enforcement authorities without notice to You. If Ariba suspends Your Use of the Discovery Site or terminates this Agreement, Ariba may communicate such suspension or termination, and the reason therefore, to the companies with which You have transacted, in order for such companies to be informed that further attempts to transact with You via the Discovery Site are not possible until Your account is reactivated.

3. If You are not a Member, Ariba may terminate the Agreement or suspend Your Use of the Discovery Site at any time for its convenience, with or without notice.

4. **Survival After Termination.** Survival. Obligations of the parties related to confidentiality and protection of personal data shall survive any termination of this Agreement. II.N (Title to the Discovery Site), II.I (Limited Warranty and Disclaimer), II.J (Limitation of Liability), II.L (Termination or Suspension), II.O (Infringement Indemnity by Ariba), II.P (Infringement Indemnity by You), II.Q (Claims of Copyright Infringement), II.T (Miscellaneous) shall survive any termination of this Agreement

M. Compliance with Laws. Subject to the terms herein, (i) Ariba agrees to comply with all applicable laws, statutes, ordinances and regulations applicable to an operator of general purpose online services, and (ii) You agree to comply with all applicable laws, statutes, ordinances and regulations regarding Your Use of the Discovery Site and Your purchase of products or services through the Discovery Site, including compliance with U.S. export laws and regulations. Companies and individuals that are citizens of, or located in, or controlled or operated by an entity that is a citizen of or located in, any country subject to U.S. sanctions or embargoes prohibiting transactions with U.S. entities or otherwise prohibited by U.S. law from receiving U.S. exports or importing into the U.S. ("Prohibited Country(ies)") are not permitted to register on or use the Discovery Site or any system operated by Ariba or an Ariba contractor. By continued Discovery Site use, You represent that You are not (nor is any entity that controls You) a citizen of or located in a Prohibited Country; and also that You are not (nor is any entity that controls You), prohibited from receiving United States exports or importing into the United States by listing on export/import denial lists published by the: US State Department - Directorate of Defense Trade Controls, US Treasury Department - Office of Foreign Assets Control, or US Department of Commerce - Bureau of Industry and Security. The foregoing provision shall survive any termination or expiration of this Agreement. In addition, by providing the Discovery Site for use, Ariba certifies that Ariba is not located in, have offices in, or conduct business in any Embargoed Country.

N. Title to the Discovery Site. You acknowledge that the contents of the Discovery Site (other than Your Data and others' data) are the intellectual property of Ariba and are copyrighted and protected by the

United States and international copyright laws. Ariba grants You a non-exclusive, nontransferable license to print and download content on the Discovery Site solely for Your noncommercial use provided You maintain the copyright notice and any other notices that appear on any such copies. This section does not apply to Your ownership of Data, and does not impose any use restrictions on You as to Your use of Your Data. Click <https://www.sap.com/about/legal/copyright.html> for the Ariba copyright information, patent information, and third-party software copyright information and <https://www.sap.com/corporate/en/legal/trademark.html> for trademark information.

O. Infringement Indemnity by Ariba. This section II.O only applies to Buyer who separately have a Subscription Agreement for a Subscribed Product:

1. Subject to this Section II.O, Ariba agrees, at its own expense, to defend, indemnify, and hold You harmless from (or at Ariba's option, settle) any claim instituted by a third party and asserted against You that the Discovery Site when used in accordance with its official documentation infringe any United States copyright, trade secret, or other proprietary right of a third party ("IP Claim"), provided that You: (a) promptly notify Ariba in writing of any such IP Claim; (b) permit Ariba to control and direct the investigation, preparation, defense and settlement of the IP Claim; and (c) assist and fully cooperate in the defense of same. Ariba agrees to pay any final award of damages assessed against You resulting from such IP Claim, including any awarded costs and attorneys' fees, or any settlement amount agreed to by Ariba in writing. Ariba will not be responsible for any settlement it does not approve in writing prior to such settlement.

2. Following notice of an IP Claim or any facts which may give rise to such IP Claim, Ariba may, in its sole discretion and at its option, (a) procure for You the right to continue to use the Discovery Site, (b) replace the Discovery Site, or (c) modify the Discovery Site to make it non-infringing. If Ariba determines that it is not commercially reasonable to perform any of these alternatives, Ariba shall have the option to terminate this Agreement and refund a pro-rata portion of the fees based on the period of time remaining on Your prepaid Membership Fee.

3. In no event will Ariba have any obligations under this Section II.O or any liability for any claim or action if the IP Claim is caused by, or results from Your combination or use of the Discovery Site with non-Ariba software or equipment, if such IP Claim would have been avoided by the non-combined or independent use of the Discovery Site.

4. THE FOREGOING STATES ARIBA'S ENTIRE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT OR ALLEGATIONS THEREOF.

P. Infringement Indemnity by You. You agree to only submit Data to the Discovery Site if you have a right to reproduce, disclose, and distribute such Data. You agree to defend, indemnify, and hold Ariba harmless for any third party claim brought against Ariba alleging that Data You submit to the Discovery Site infringes the intellectual property laws or rights of others ("Improper Content Claim"). In the event of an Improper Content Claim, Ariba shall (i) promptly notify You in writing of any such Improper Content Claim; (ii) permit You to control and direct the investigation, preparation, defense and settlement of the claim; and (iii) provide reasonable assistance and cooperate with You in the defense of same, at Your expense.

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

RE: Copyright Infringement Claim
SAP Copyright Department
SAP
3410 Hillview Ave

Palo Alto CA 94304
USA
copyrights@sap.com

Please provide the following information with your notification:

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

R. Relationship of Parties. Each party shall be and act as an independent contractor of the other and shall not bind nor attempt to bind the other to any contract. No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended nor created by this Agreement.

S. Communicating with You. Any communication sent via email by Ariba to the designated contacts (either the primary or secondary contacts) You provide during the registration process or Membership sign-up process shall constitute valid notice from Ariba to You. You acknowledge and agree to keep Ariba informed in a timely manner of any change in the designated contacts or their correct email addresses. Ariba is entitled to rely on the validity of the contact information (email addresses, fax number, or otherwise) for the designated contacts You provide Ariba, even if Ariba receives an automated response email indicating that the email might not or did not reach its intended recipient.

T. Miscellaneous. Any notice ("Notice") sent to the other party under this Agreement must be in writing and in the English language, where such Notice relates to the Agreement or other legal issues. No failure or delay in exercising any right hereunder will operate as a waiver thereof, nor will any partial exercise of any right or power hereunder preclude further exercise. You may not assign or transfer this Agreement without the prior written consent of Ariba. Ariba may assign our interest in this Agreement to any now-existing or future direct or indirect subsidiary of Ariba, Inc., or pursuant to any assignment of the Discovery Site, or any corporate sale or restructuring. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties and we agree to bind any such independent contractors or third parties to the same obligations and standards of performance contained in this Agreement. In any case, Ariba will retain ultimate and complete responsibility for the full performance of this Agreement, whether certain responsibilities have been delegated to any such third party, or not. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of New York and the federal U.S. laws applicable therein, excluding its conflict of laws provisions, and without regard to the United Nations Convention on the International Sale of Goods. Any legal action or proceeding relating to this Agreement shall be instituted in a state or federal court in San Francisco, Santa Clara or San Mateo County, California (the "Selected Venue(s)"), and each party hereby consents to personal jurisdiction in such counties. Both You and Ariba hereby irrevocably

and unconditionally undertake to take any and all steps which may be necessary in order to: (i) confer jurisdiction on the Selected Venue; and (ii) facilitate the enforcement, by a court where a party is domiciled, of any judgment given by a court in the Selected Venue. If suit is brought under this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees, court costs, and expert witness fees. This Agreement is the complete and exclusive statement, and an absolute integration of the mutual understanding of the parties and supersedes and cancels all previous and contemporaneous written and oral agreements, representations, proposals, discussions and communications relating to the subject matter of this Agreement. You agree to be bound by the most current version of this Agreement that is posted on the Discovery Site. The English version of this Agreement shall govern in the event of any conflict or substantive translation changes into a non-English language. You acknowledge that transaction documents between you and Your trading partner can only be exchanged if both You and Your trading partner are current registered users on the Discovery Site and in good standing with the Discovery Site. Each party acknowledges that any breach by a party of the provisions of the Agreement may cause irreparable damage to the other party and that a remedy at law may be inadequate. Therefore, in addition to any and all other legal or equitable remedies, a party will be entitled to seek injunctive relief for any breach of this Agreement. All article or section headings, or exhibit names, are for reference and convenience only and shall not be considered in the interpretation of the Agreement. Ariba's then-current Policies apply to Your use of the Discovery Site. "Policies" means the system-wide policies relating to the use of the Discovery Site (which, currently consist of the Security policy, Data Policy and Privacy Statement, and Service Level Program).

U. **Definitions.** "Ariba" and "SAP Ariba" refers to Ariba, Inc., its parent companies and other affiliates.

TOU (USE) Buyer v4

18 February 2022