CRITERIA FOR CLOUD EXTENSIONS

1. The customer may partially terminate existing on-premise licenses and associated maintenance payments (services including SAP® Enterprise Support, SAP Standard Support, or SAP Product Support for Large Enterprises) in conjunction with a purchase of a subscription to cloud solutions from SAP. Premium support engagements (SAP MaxAttention™, SAP ActiveEmbedded and SAP Safeguarding) cannot be terminated in conjunction with a subscription to cloud solutions from SAP. SAP Business One is not in scope.

2. Eligible cloud solutions from SAP can be found here.

3. The transaction requires an expanded investment with cloud solutions from SAP, given the substantial added value from this new hybrid scenario.

4. The contract term for a new cloud subscription is five years.

5. Unless a shorter notice period is agreed to by the parties, licenses and associated maintenance may be partially terminated with three months written notice prior to the end of the initial support term and/or prior to the start of a renewal period. Any termination of support will be effective at the end of the then-current support period during which the termination notice is received. Specific criteria may apply for certain licensing models.

6. Customers and partners must be fully paid up on all open invoices to be considered for the program.

7. An up-to-date license audit report, at maximum six months prior to the cloud extension request, is required.

8. In addition, SAP reserves the right to conduct additional license audits after the partial termination to confirm that software usage is terminated.

9. The to-be-terminated licenses must have been sold by the same party selling cloud solutions from SAP. If a partner has taken over a customer’s landscape via an official transfer, this customer is now in that partner’s scope. As Ariba is not yet available in the indirect channel, customers in scope of a partner can purchase Ariba directly from SAP.

10. Both the cloud subscription contract and partial termination agreement must be executed by the identical SAP end customer.

11. Both the cloud subscription contract and partial termination agreement represent one commercial transaction (executed simultaneously); the partial termination and the cloud subscription purchase cannot be executed as single transactions under this policy.

12. The characteristics of certain products allow only a full termination, e.g., discrete products licensed only one time or third party products where the vendor does not agree to a partial termination of this product license. Any full termination of a product would still constitute a partial termination within the overall SAP landscape. Not applicable for termination of third party database runtime licenses. In such case please contact global.licensing@sap.com.

13. Licenses for software subject to partial termination will be partially terminated in descending order, starting with the Contract/ Appendix/Order Form with the lowest maintenance base first.

14. The effective date for a partial termination of existing on-premise licenses and associated maintenance is January 1 of the following calendar year or the date of the initiation of cloud subscription payments, whichever is later.

15. There shall be no refunds of any fees paid, including software license fees or pre-paid maintenance fees, as a result of this termination.

16. Please contact your account executive for further information.

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