



CONFIDENTIAL

SAP FIELDGLASS EXTERNAL TALENT MARKETPLACE

TERMS OF USE (Buyers)

SAP AMERICA, INC.

Applicability of this Agreement:

- You (the “Buyer” or “You”) may have a signed contract (a "Subscription Agreement") for a subscription to a particular SAP Fieldglass cloud service such as SAP Fieldglass Contingent Workforce Management and SAP Fieldglass Service Procurement ("Subscribed Product"). The terms listed below do not apply to Your use as a Buyer of any Subscribed Products, and the terms of your Subscription Agreement do not apply to your use of the SAP Fieldglass External Talent Marketplace.
- Separate from the cloud services it sells, SAP Fieldglass is making available to some Buyers, for a limited time and subject to the offer terms and conditions, the SAP Fieldglass External Talent Marketplace (the “Marketplace”).
- If You choose to use the SAP Fieldglass External Talent Marketplace as a Buyer, your use will be subject to the terms below. If You do not agree with these terms of use (the “Agreement” or “Terms of Use”), then do not use the SAP Fieldglass External Talent Marketplace.
- SAP Fieldglass retains the sole right and discretion to decide whether You may register for or use the SAP Fieldglass Marketplace.
- Transactions on the SAP Fieldglass External Talent Marketplace are business-to-business and no individual consumer shall act as a user of the SAP Fieldglass External Talent Marketplace. Buyers are responsible for their use of the SAP Fieldglass Marketplace, as well as any Authorized Users associated with the Buyer.
- If You are accessing and/or using the SAP Fieldglass External Talent Marketplace on behalf of your employer or as a consultant or agent of a third party (collectively your company), You represent and warrant that you have the authority to act on behalf of and bind your company to these Terms of Use Agreement (TOU) and everywhere in this TOU that refers to Buyer or You shall also include your company.
- If You or Your Company is located outside of the United States of America, You are not permitted to use the SAP Fieldglass External Talent Marketplace.

I. SOLUTION TERMS – SAP Fieldglass Marketplace

A. **General.** These terms apply only to Buyers accessing the SAP Fieldglass External Talent Marketplace (“Marketplace”). These terms do not apply to any Supplier using the Marketplace.

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

C. **Publicity & Confidentiality.**

1. **Publicity.** The Marketplace seeks to help buyers and suppliers to find one another, extend their network, and do business. This involves publicizing Postings, and thus You should assume that anything you submit to Marketplace may be viewed by any Supplier using the Marketplace. Note, for example, that if You provide a “Business Contact,” that person’s name, phone and email address will most likely be visible to all Suppliers using the Marketplace.

2. **Your Access to Other Users' Information.** Due to the nature of the Marketplace 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 Marketplace, 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.

3. **Purchase of Premium Services or Optional Services.** Registration and use of Fieldglass Marketplace as a buyer is currently free. Fieldglass may as to future use of the Marketplace, 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 set forth in a separate order form and governed by a separate agreement. These Terms of Use will not govern purchased use of the Marketplace under a separate order form.

II. GENERAL TERMS

A. **General.** Your access or use of the Marketplace is strictly subject to Your compliance with the Agreement (as updated periodically) and Fieldglass's then-current policies applicable to the Marketplace. 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 Marketplace is subject to the then-current form of the Agreement.

B. Data Confidentiality.

1. **Registration Data.** SAP Fieldglass's usage and disclosure of information You supply as part of the registration process is subject to the [SAP Fieldglass Privacy Statement](#), which is incorporated into this Agreement.

2. **Your Use of Other Users' Information.** In order to facilitate interaction among users of the Marketplace, You may be allowed to access certain information about other users of the Marketplace. By entering into this Agreement, You agree to treat information about other users of the Marketplace 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, 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 SAP Fieldglass information.** Information (but not Your Data) about the processing capabilities of the Marketplace, the technology or interface features of the Marketplace, and the notices and updates sent by SAP Fieldglass to You are proprietary and confidential information of SAP Fieldglass and You hereby agree not to share such information with third parties or use such information except to support Your Use of the Marketplace.

4. **Exceptions.** The restrictions on disclosure or usage of information contained in this section II.B 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 SAP Fieldglass 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 SAP Fieldglass by logging in to Your account and providing the correct information to SAP Fieldglass. By using the Marketplace, your profile (but not your transactions) may be visible to other users.

D. **Data Protection.** SAP Fieldglass understands the confidential nature of the Data and other information You may send to the Marketplace and data You receive from the suppliers via the Marketplace, and SAP Fieldglass therefore agrees to handle and protect Data pursuant to the commitments described in this Agreement. Buyer agrees to collect and maintain all personal data contained in the Data in compliance with applicable data privacy and protection laws. The parties agree to be bound by the terms of the [Personal Data Processing Agreement for](#)

SAP Cloud Services, incorporated into this Agreement, which will serve as a commissioned data processing agreement (the "DPA" or "Data Processing Agreement"). The Data Processing Agreement shall control, as applicable, if there is a conflict between it and the SAP Fieldglass Privacy Statement. You may contact SAP Fieldglass for a signed copy of the Data Processing Agreement if necessary, for your local law compliance. The term "Data" shall mean profile information, transaction information, and other data you enter into the Marketplace. All references in the DPA to the "Cloud Service" shall mean the SAP Fieldglass Marketplace, "Customer Data" shall mean Data, and all references to "Customer" shall mean Buyer.

You will be solely responsible for:

1. Keeping Your user name and password confidential. You shall notify SAP Fieldglass immediately upon learning of any unauthorized use of Your user name or password. For any instruction, communication, or other information ("**Transmission**") SAP Fieldglass receives from someone using your user name and password, SAP Fieldglass 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 use of The Marketplace, you agree to act in accordance with all applicable privacy, consumer and other laws and regulations. Additionally, Your use of the Marketplace may include the routing of Data to one or more countries other than Your country.

3. Complying with Data Restrictions. You may not, and You shall ensure your Authorized Users do not, submit the following types of information to the Marketplace or solicit this information from trading partners: (i) non-public government identification numbers or financial account numbers associated with individual persons (e.g. U.S. Social Security numbers, national insurance numbers, driver's license numbers, or personal credit card or banking account numbers), (ii) medical records or health care claim information associated with individuals, including claims for payment or reimbursement for any type of medical care for an individual, (iii) information regulated under the International Traffic in Arms Regulations, (iv) without the express written consent of SAP, technical data restricted under U.S. or German law for export purposes, and (v) data designated as "Sensitive" or "Special Category" or the like requiring extra protective measures under the applicable Data Protection Law (as defined in the Data Processing Agreement). Nothing in this Agreement shall restrict SAP from freely using, reproducing, sharing, incorporating, exploiting and/or otherwise commercializing any feedback shared by Buyer in any form for any purpose.

E. Involvement with Third Parties.

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

2. Items of Third Parties. The Marketplace allows users to make or process transactions for Services ("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 SAP Fieldglass, SAP Fieldglass does not operate, control or endorse any Services listed on the Marketplace or processed by the Marketplace. Except for SAP Fieldglass Services, all Transactions are solely between You and your trading partner, and SAP Fieldglass has no responsibility whatsoever relating to the Services. " Services" means all products, services, or information posted on the Marketplace. Except as to a Transaction involving an SAP Fieldglass Service, or any claim, loss, or liability caused by SAP Fieldglass, You agree to indemnify and hold harmless SAP Fieldglass 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 Marketplace.

F. System Integrity, Data Integrity, Data Storage.

1. System Integrity. Concerning Your Use of the Marketplace, You agree not to knowingly: (i) interfere with or attempt to interfere with the proper working of the Marketplace; (ii) post or transmit to the Marketplace any unlawful, fraudulent, harassing, libelous, or obscene Content; (iii) post or send to the Marketplace 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 Marketplace; or (v) take any action which imposes an unreasonable or disproportionately large load on the Marketplace (guidelines on appropriate load will be posted on the Marketplace, 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 Marketplace will be sent to the Marketplace by third parties or You, You also understand that SAP Fieldglass 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. SAP Fieldglass agrees to not knowingly post or send to the Marketplace any files (i.e., files created by SAP Fieldglass) 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 Marketplace, 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 Marketplace, and for maintaining a means external to the Marketplace for the reconstruction of lost data. SAP Fieldglass has procedures to assist Your efforts to sure that Your Data is accurate, current, and complete. See the SAP Fieldglass [Privacy Statement](#) to learn how to update Your information.

3. Storage of Data. The Marketplace will allow You to access Data You send to or receive from the Marketplace for a limited period of time. 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 Marketplace; retention period applicable to You.

4. Security. SAP uses reasonable security technologies in providing the Marketplace. As a data processor, SAP will implement technical and organizational measures referenced in the DPA to secure personal data processed in the Marketplace in accordance with applicable data protection law.

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

G. Actions to Prevent Risk. In order to minimize the risk (if any) we may face applicable to Your use of the Marketplace, SAP Fieldglass reserves the right to take any reasonable action, subject to our obligations of confidentiality, with respect to such use of the Marketplace we deem necessary or appropriate (such as suspending or terminating Your use of the Marketplace as SAP Fieldglass deems appropriate in its sole discretion).

H. Limited Warranty and Disclaimer.

1. SAP Fieldglass warrants that it has full power to provide the Marketplace and all related services to You. The use of the Marketplace as a buyer is provided free of charge and SAP Fieldglass makes no warranty as to the functionality or the Marketplace.

2. OTHER THAN THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, THE MARKETPLACE 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 SAP FIELDGLASS EXPRESSLY DISCLAIMS. SAP FIELDGLASS MAKES NO WARRANTY (i) THAT THE MARKETPLACE WILL MEET YOUR REQUIREMENTS, (ii) THAT THE MARKETPLACE WILL BE UNINTERRUPTED OR ERROR-FREE, OR (iii) AS TO ANY ITEMS (EXCLUDING SAP FIELDGLASS ITEMS) SAP FIELDGLASS ASSUMES NO RESPONSIBILITY FOR ERRORS OR OMISSIONS IN THE MARKETPLACE OR ANY OTHER WEBSITE THAT MAY BE LINKED TO VIA THE MARKETPLACE. ANY CONTENT OBTAINED BY YOU THROUGH THE MARKETPLACE IS DONE AT YOUR OWN DISCRETION AND RISK.

I. LIMITATION OF LIABILITY. IN NO EVENT SHALL SAP FIELDGLASS 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 SAP FIELDGLASS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR YOUR MARKETPLACE USE, OR (B) FOR A TOTAL AND AGGREGATE LIABILITY AMOUNT UNDER THIS AGREEMENT IN EXCESS OF THE AMOUNT OF FEES PAID BY YOU WITHIN ONE (1) YEAR PRIOR TO THE DATE OF SUCH CLAIM FOR THE APPLICABLE MARKETPLACE 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.

J. 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.I AND II.J MAY NOT APPLY TO YOU.

K. Termination or Suspension.

1. By You. If You are dissatisfied with the Marketplace or with any term, condition, rule, policy, guideline or practice of SAP Fieldglass in operating the Marketplace, Your sole and exclusive remedy is to discontinue using the Marketplace. If You have paid SAP Fieldglass any fees, or fees for optional services, You will not receive any refund under any circumstances if you discontinue Your use.

2. Termination or Suspension for Breach. If You are an Authorized User and you fail to perform any material obligation under this Agreement or another contract with SAP Fieldglass (either being a breach), and You do not cure such breach within thirty (30) calendar days after receipt of notice of such breach, SAP Fieldglass may terminate this Agreement or suspend Your Use of the Marketplace and/or any optional services. SAP Fieldglass may terminate the Agreement immediately upon Your being the subject of a bankruptcy proceeding, insolvency, liquidation or similar proceedings. If You use the Marketplace or an Optional Service for illegal, fraudulent or abusive purpose, such use may be referred to law enforcement authorities without notice to You. If SAP Fieldglass suspends Your Use of the Marketplace or terminates this Agreement, SAP Fieldglass 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 Marketplace are not possible until Your account is reactivated.

3. SAP Fieldglass may terminate the Agreement or suspend Your Use of the Marketplace at any time for its convenience, with or without notice. For purposes of clarity, the Marketplace and the Agreement expiration date is currently set for December 31, 2020, which may be altered at any time for SAP's convenience, with or without notice.

4. Survival After Termination. Obligations of the parties related to confidentiality and protection of personal data shall survive any termination of this Agreement. II.M (Title to the Marketplace), II.H (Limited Warranty and Disclaimer), II.I (Limitation of Liability), II.K (Termination or Suspension), II.N (Infringement Indemnity by You), , II.Q (Miscellaneous) shall survive any termination of this Agreement

L. Compliance with Laws. Subject to the terms herein, (i) SAP Fieldglass agrees to comply with all applicable laws, statutes, ordinances and regulations applicable to SAP's as the operator of the Marketplace, and (ii) You agree to comply with all applicable laws, statutes, ordinances and regulations regarding Your Use of the Marketplace and Your purchase of products or services through the Marketplace, 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 Marketplace or any system operated by SAP Fieldglass or an SAP Fieldglass contractor. By continued Marketplace 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 Marketplace for use, SAP Fieldglass certifies that SAP Fieldglass is not located in, have offices in, or conduct business in any Embargoed Country.

M. Title to the Marketplace. You acknowledge that the contents of the Marketplace (other than Your Data and others' data) are the intellectual property of SAP Fieldglass and are copyrighted and protected by the United States and international copyright laws. SAP Fieldglass grants You a non-exclusive, nontransferable right to print and download content on the Marketplace 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.

N. Infringement Indemnity by You. You agree to only submit Data to the Marketplace if You have a right to reproduce, disclose, and distribute such Data. You agree to defend, indemnify, and hold SAP Fieldglass harmless for any third-party claim brought against SAP Fieldglass alleging that Data You submit to the Marketplace infringes the intellectual property laws or rights of others ("Improper Content Claim"). In the event of an Improper Content Claim, SAP Fieldglass 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.

O. 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.

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

Q. 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 SAP Fieldglass. SAP Fieldglass may assign our interest in this Agreement to any now-existing or future direct or indirect subsidiary of SAP Fieldglass, Inc., or pursuant to any assignment of the Marketplace, 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, SAP Fieldglass 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 SAP Fieldglass 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 Marketplace. 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 Marketplace and in good standing with the Marketplace. 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. SAP Fieldglass's then-current Policies apply to Your use of the Marketplace. "Policies" means the system-wide policies relating to the use of the Marketplace (which, currently consist of the Privacy Statement).

R. Definitions.

"Authorized User" means any individual to whom Buyer grants, or requests SAP to grant, access authorization to use the SAP Fieldglass Marketplace on its behalf that is an employee, agent, contractor or representative of Buyer.

"**SAP**" "SAP Fieldglass" and "Fieldglass" refers to SAP America, Inc. its parent companies and other affiliates.

www.sap.com/contactsap

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