

## SAP Pioneer Annex for AI related regulations (“AI Terms”)

### 1. SAP Pioneer AI Terms

These SAP Pioneer AI Terms apply to artificial intelligence technologies in the Software or the SaaS as identified in Documentation, release notes, or within the Software or the SaaS, and in the development, maintenance, support and/or operation of the Software or the SaaS and are part of the Agreement. These SAP Pioneer AI Terms do not apply to the use of artificial intelligence for internal administrative purposes (to the extent that these are not related to the development, maintenance, support and/or operation of the Software or SaaS) at SAP Pioneer, or in the provision of Professional Services to the Customer.

The Agreement applies to AI Technology, including without limitation, terms relating to warranties, security, confidentiality.

### 2. Definitions specific to these AI Terms

Capitalized Terms in these AI Terms have the meaning given in this section 2 (Definitions specific to these AI Terms) or in section 3, in the Definitions document, or in the LPC, according to the agreed order of precedence in the Order Form and Framework Agreement.

2.1 “AI Technology” means the artificial intelligence technologies in the Software or SaaS provided by SAP Pioneer, as identified in the Order Form, Documentation, release notes, or within the Software or the SaaS, and the artificial intelligence technologies used and/or provided by SAP Pioneer in the development, maintenance, support and/or operations of the Software or the SaaS.

2.2 “Generative Task” means the technical and/or business context which is configured to connect to the LLM and to retrieve the code snippets to execute the next processing step like reporting query or process action execution to fulfill the user request entered as prompt.

2.3 “Large Language Model” or “LLM” means an artificial intelligence (AI) model, trained on large datasets, that processes and generates outputs in multiple formats, including natural language text, software code, and, where supported by the model, other modalities such as images, audio, or structured data. Such outputs are generally syntactically correct and contextually relevant, based on patterns learned from the model's training data.

2.4 “Table Semantics” means the structural and contextual meaning of data organized in rows and columns.

2.5 “Output” means any content generated by AI Technology.

### 3. SAP Pioneer AI Usage

3.1 SAP Pioneer may use AI Technology in development, maintenance, support and/or operation of the Software or SaaS

3.1.1 To the extent AI Technology is being materially used by SAP Pioneer to support the provision of Software and/or SaaS as covered under these AI Terms, SAP Pioneer will take necessary measures to comply with applicable AI regulations and assure oversight of the results provided by the artificial intelligence supporting the Software and/or SaaS provisioning. The artificial intelligence tools and services currently in use by SAP Pioneer for such activities are documented here: [<link>](#). Updates to this list are subject to SAP Pioneer's discretion.

3.1.2 SAP Pioneer maintains a documented governance, risk management, and internal control measures for AI Technology used in the development, maintenance, support and operation of the Software or SaaS, including accountability, risk classification, and human oversight. Such measures are aligned with applicable regulatory requirements for financial services and subject to internal assurance and review.

3.1.3 To the extent that such AI Technology is accessible and usable by the Customer, e.g., as part of support, these AI Terms apply, incl. the additional terms for LLMs.

3.2 SAP Pioneer may provide AI Technology as part of the Software or the SaaS. Such Software or SaaS may be

3.2.1 “AI Only” or “AI Only Software” means Software or SaaS including AI Technology, where AI Technology cannot be switched off or where the Software or SaaS cannot be used without using such AI Technology. Such Software or SaaS has never been provided to any customer

before without such AI Technology. SAP Pioneer provide a current list of AI Only Software under this link: [<link>](#)

3.2.2 “AI Supported” or “AI Supported Software” means Software or SaaS including AI Technology, where AI Technology can be switched on/off or where the Software or SaaS can be used without using such AI Technology.

3.3 SAP Pioneer may provide AI Technology with and without providing LLMs, whereby

3.3.1 “Software Embedding LLM” means Software or SaaS where an LLM or LLM capabilities are embedded within such Software, SaaS, or AI Technology. Such Software or SaaS is identified in the Order Form.

3.3.2 Any other Software or SaaS is “Software Without Embedding LLM” meaning Software or SaaS, where an LLM or LLM capabilities are not provided by SAP Pioneer.

#### **4. General Terms for AI Supported and AI Only Software**

4.1 AI Models. SAP Pioneer does not commit to the use of specific LLM or other AI models in AI Technology even if Customer may be able to choose between different LLMs or AI models when using the AI Technology. SAP Pioneer reserves the right to add, remove, or exchange LLMs or other AI models, in its sole discretion, at any time.

4.2 SAP Pioneer will communicate changes to any Software or SaaS with respect to AI Technology via established communication channels (e.g. release notes). Any such communication will include details regarding material changes to the AI Technology, including, without limitation:

- a) modifications to underlying models affecting performance or Outputs;
- b) integration of new Third-Party Software; or
- c) changes to functionality, purpose, or oversight.

4.3 Agentic AI. SAP Pioneer may make available AI Technology that Customer can authorize to autonomously or semi-autonomously perform actions, interact with SAP Pioneer and external systems and data, and execute business processes (“Agentic AI”). Agentic AI is not designed or intended to independently perform regulatory, compliance, risk, supervisory, or legally binding decisions. Customer is responsible for: (a) the customer-authorized actions and outcomes of those actions performed by Agentic AI; (b) evaluating, enabling, and authorizing Agentic AI’s access and connection to data, application, and systems; and (c) maintaining sufficient human oversight and approval over Agentic AI use and action.

#### **5. Additional Terms for AI Supported Software**

5.1 If SAP Pioneer introduces any new AI Technology during the Term, Customer can control the use of the AI Technology for AI Supported Software. This includes the discretion to enable the AI Technology or in the case of any AI Technology already enabled by the Customer, the option for the Customer to subsequently disable such AI Technology.

5.2 Based on the communication of changes with respect to AI Technology as outlined in section 4, Customer may decide on the deployment strategy for the updated AI Supported Software, including enablement or disablement.

5.3 If the Customer decides not to enable a new AI Technology as part of a new AI Supported Software version, SAP Pioneer acknowledges and agrees that (i) the functionality of the respective new AI Supported Software version will not be materially impacted and/or degraded compared to the functionality of the previous AI Supported Software version used by the Customer and (ii) security aspects related to the Services will not be materially impacted and/or degraded.

5.4 If the Customer decides to first enable and then subsequently disable the AI Technology, the Customer acknowledges and agrees that the functionalities of the new AI Supported Software version, as supported by or related to the SAP Pioneer AI Technology, may be materially impacted and/or degraded, but, in accordance with the preceding sentence, will not be materially impacted and/or degraded compared to the functionality of the AI Supported Software version used by the Customer prior to enabling the specific AI Technology. Customer further acknowledges (i) that the disabling of AI Technology may give rise to further implementation efforts to achieve the state of the AI Supported Software prior to the enablement of the AI Supported Software and (ii) results from using the AI Technology may not be reversed upon the disabling of AI Technology.

## 6. Additional Terms for AI Only Software

6.1 AI Only Software might or might not provide the ability to switch on and off individual AI Technology components as communicated via established communication channels (e.g., release notes).

6.2 Based on the communication of changes with respect to AI Technology as outlined in section 4, Customer may decide on the deployment strategy for the updated AI Only Software.

6.3 Customer acknowledges that due to the nature of the Software and/or SaaS, disablement of specific AI Technology might require the complete disablement of the AI Only Software.

## 7. Additional Terms for LLMs

7.1 For Software Without Embedding LLM, for which SAP Pioneer does not provide an LLM, or LLM capabilities, the Use of LLM service is not part of the Software and therefore must be contracted by the customer with the LLM service provider directly. LLM services are classified as Third Party Webservice with respect to the Software. Customer is permitted to use only a private, secure, and access-controlled ("Private LLM") for any interaction, processing, or deployment involving the Generative Tasks. Customer shall not (i) send data to external providers and third parties other than the provider of the Private LLM, (ii) use the Generative Tasks and / or Table Semantics for any use which is not permitted under the agreement, and (iii) use any shared, cloud-hosted model, accessible to users or available to the public over the internet ("Public LLM").

7.2 Software Embedding LLM may include LLMs or other AI models, technologies, or features licensed from third parties that require SAP Pioneer to pass through additional terms ("Pass-Through Terms"). AI Technology from such third parties will be documented in the Order Form or the Documentation (as specified in section 4). Customer will comply with Pass-Through Terms as made available by SAP Pioneer. Pass-Through Terms shall not amend, limit, or otherwise affect the warranty, liability, confidentiality, security, or data protection terms agreed between SAP Pioneer and Customer under the Agreement. Customer may subscribe to receive automated notification of changes to Pass-Through Terms (or other methods provided by SAP Pioneer from time-to-time). When SAP Pioneer introduces new AI Technology, SAP Pioneer may provide additional terms or make updates to the terms that apply to Customer's use of such AI Technology.

## 8. Acceptable use

8.1 Use Limitations. AI Technology is subject to the limitation in use as agreed in the Agreement. Customer will furthermore not use AI Technology:

- a) for any unlawful, irresponsible, fraudulent, offensive, or obscene activity,
- b) for any purpose beyond the access granted in the Agreement,
- c) in contravention of the Documentation,
- d) to access a system, property, or information without authorization,
- e) to generate content that is sexually explicit or promotes violence, hate speech, or harassment,
- f) to distribute malware or spam,
- g) to contravene regulatory safety policies,
- h) to track people without consent,
- i) to falsely impersonate an individual,
- j) to mine cryptocurrency or
- k) to perform prohibited AI practices as defined in Art. 5 of the EU AI Act (Regulation (EU) 2024/1689).

8.2 Protective Measures. Customer will not: (a) circumvent or bypass protective measures made available by SAP Pioneer or a third-party, including, but not limited to, those intended to help prevent copyright infringement, data breaches, or security incidents; or (b) intentionally use AI Technology or Output to develop, train, or improve other artificial intelligence models. For greater certainty, Customer may use Output with other artificial intelligence models and services as input, grounding (e.g., retrieval augmented generation), and prompt engineering for Customer's internal business purposes.

8.3 Suspension. SAP Pioneer may limit or suspend access to AI Technology for violations of the AI Terms. SAP Pioneer will notify Customer of the suspension or limitation without undue delay. SAP Pioneer will limit a suspension or limitation in time and scope as reasonably possible under the circumstances.

## 9. Output

9.1 Quality, Review, and Reliance. AI Technology consists of emerging technologies that may result in incorrect, biased, unfair, or inaccurate Output. Customer is solely responsible for: (a) usage of any Output; (b)

Customer's decisions, actions, and omissions based on the Output; and (c) evaluating Output for suitability before using, distributing, or relying on Output. AI Technology and Output are not intended to be used as the sole basis for regulatory, compliance, risk, or supervisory decisions. SAP Pioneer does not warrant that Output complies with regulatory or supervisory requirements applicable to Customer.

9.2 Ownership. The parties agree: (a) Output may not qualify for intellectual property protection; (b) similar or the same Output may be produced by AI Technology for different customers; and (c) Customer's rights to Output may not be enforceable. Customer retains all ownership of Customer Data contained in Output. SAP Pioneer does not claim any ownership rights in Output except SAP Pioneer, SAP Pioneer GmbH, their Affiliates, or their licensors retain all Intellectual Property Rights in the Software or SaaS, SAP Pioneer Materials, Documentation, and derivative works thereof contained within Output. Customer has the right to use the Software, SaaS, SAP Pioneer Materials, and Documentation contained in Output in accordance with the Agreement. SAP Pioneer does not warrant that Output does not infringe third-party intellectual property rights. Customer is solely responsible for reviewing Output for potential infringement or legal compliance prior to use.

9.3 Indemnification. SAP Pioneer's indemnification obligations, to the extent provided in the Agreement, shall apply to the AI Technology, but not to Output. To the maximum extent permitted by applicable law, SAP Pioneer shall not be liable for Losses arising from or related to Customer's use of or reliance on Output.

## **10. Miscellaneous**

10.1 Changes in Law. The laws and regulatory guidance on AI Technologies continue to evolve. If a change in law, regulation, or official interpretation impacts SAP Pioneer's ability to offer, or Customer's ability to legally use AI Technology, SAP Pioneer may limit or discontinue that AI Technology, including in specific countries.

### **10.2 EU AI Act compliance**

SAP Pioneer will design and provide AI Technology in accordance with applicable obligations under the EU AI Act as they may be applicable to SAP Pioneer in its role as a provider, subject to the stipulations of the EU AI Act.