

SAP LeanIX Store Terms of Use

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Appendix A – SAP LeanIX Store specific terms and conditions

1. Your information, privacy, and data protection

Where SAP through the SAP LeanIX Store temporarily collect and utilize personal information provided by You for the purposes of processing a license or access contract for SAP products or products of Partners, collection and processing of such personal information will be treated in compliance with [SAP Privacy Statement](#), the Federal German Data Protection Act (Bundesdatenschutzgesetz), and other applicable legislation. You agree that SAP may access, preserve and disclose Your personal information and/or Content if required to do so by law or to:

1. comply with a legal process;
2. respond to claims that any Content violates the rights of third parties or
3. protect the rights, property or personal safety of SAP, users of the SAP LeanIX Store, and the public or enable the SAP LeanIX Store to process business transactions (access/licensing of products) between You and a Partner.

You explicitly agree that such information is provided to the respective Partner for the purposes of delivery/distribution and licensing of such Partner Content.

You agree to comply with the terms of the [SAP Privacy Statement](#).

2. Permissible use of the SAP LeanIX Store

You agree not to access or utilize the SAP Content or access the SAP LeanIX Store for purposes that are inconsistent with SAP's legitimate business interests. In particular, You are permitted to use the SAP Content and the SAP LeanIX Store only in strict compliance with the terms of this TOU to a) obtain information (so long as that information is not being gathered for a use in any manner which is or could be detrimental to SAP (unless such use is otherwise protected by law)), and/or b) to provide feedback or other constructive comments to SAP (both positive and negative) and/or c)

access and/or license SAP products and Partner products through the SAP LeanIX Store. Use of store Content is optional and not part of the business functionality of the SAP products. Store based extensions may be discontinued or replaced at any time. Maintenance and support for each extension lies with the respective publisher.

3. Marketplace functionality

SAP LeanIX Store serves as a marketplace for Content which SAP or Partners offer to existing SAP customers. SAP does not become party to an agreement between you and a Partner, but only provides the SAP LeanIX Store as a service/infrastructure provider. SAP does not interfere with, and it is not part to, the contractual relationship between you and a Partner in case of conflicts. You agree to solve any conflicts or issues with the Partner directly. Where you license/buy a Third Party Content for or on behalf of your company, the SAP LeanIX Store infrastructure will inform the respective provider of Third Party Content of the transaction. All invoicing/billing for any products offered by third parties will be performed by such third parties (if any). Licensing, purchasing or accessing of SAP Materials through the SAP LeanIX Store maybe be subject to additional legal terms. SAP or a SAP group company only becomes party to a contract with you where SAP sells/licenses SAP Materials itself.

4. Applicable law for SAP LeanIX Store

The SAP LeanIX Store is created and controlled by SAP SE in Germany. Therefore, the laws of Germany will govern this SAP LeanIX StoreTOU without giving effect to any principles of conflicts of laws. You also agree to comply with all laws from the country in which You reside that are applicable to the transmission of data on the Internet, including, but, not limited to laws governing the use of encryption and laws governing the transmission of data across international boundaries, into prohibited countries, and containing personally identifiable information.