Official Journal
of the European Union

EN
C series

C/2025/6242

17.11.2025

Communication from the Commission published pursuant to Article 27(4) of Council Regulation (EC) No 1/2003 in Case AT.40823 – SAP ERP aftermarket support services

(C/2025/6242)

1. Introduction

(1) According to Article 9 of the Council Regulation (EC) No 1/2003 of 16 December 2002 on the implementation of the rules on competition laid down in Articles 81 and 82 of the Treaty ([1]), the Commission may decide – in cases where it intends to adopt a decision requiring that an infringement is brought to an end and the parties concerned offer commitments to meet the concerns expressed to them by the Commission in its preliminary assessment – to make those commitments binding on the undertakings. Such a decision may be adopted for a specified period and shall conclude that there are no longer grounds for action by the Commission. According to Article 27(4) of the same Regulation, the Commission shall publish a concise summary of the case and the main content of the commitments. Interested parties may submit their observations within the time limit fixed by the Commission.

2. Summary of the Case

(2) On 25 September 2025 the Commission initiated proceedings within the meaning of Article 2(1) of Regulation (EC) No 773/2004 of 7 April 2004 against SAP SE ('SAP') and adopted a preliminary assessment within the meaning of Article 9(1) of Regulation (EC) No 1/2003 ('preliminary assessment') concerning an alleged infringement of Article 102 of the Treaty on the Functioning of the European Union ('TFEU') and Article 54 of the EEA Agreement. The alleged infringement concerns the aftermarket of maintenance and support services for SAP's on-premises Enterprise Resource Planning ('ERP') software in the European Economic Area ('EEA').

(3) The preliminary assessment sets out the Commission's concerns that SAP may have abused its dominant position by:

(a) imposing on customers an "All or Nothing" policy, which requires customers to obtain maintenance and support from SAP for all its SAP on-premises ERP software at the same level of support;

(b) preventing customers from terminating maintenance and support services for unused software licences ('shelfware');

(c) extending the duration of the initial term of on-premises ERP licences, during which termination of maintenance and support is not possible;

(d) charging reinstatement and back-maintenance fees to customers who subscribe to SAP's maintenance and support after a period of absence.

(4) According to the preliminary assessment, SAP is dominant on the EEA aftermarket for maintenance and support services of SAP's on-premises ERP software. In this aftermarket, SAP competes with third-party providers of maintenance and support services for SAP's on-premises ERP.

3. The Main Content of the Offered Commitments

(5) Although SAP does not agree with the Commission's preliminary assessment, it has offered commitments pursuant to Article 9 of Regulation (EC) No 1/2003, to meet the Commission's competition concerns.

([1]) OJ L 1, 4.1.2003, p. 1. With effect from 1 December 2009, Articles 81 and 82 of the EC Treaty have become Articles 101 and, respectively, 102 of the TFEU. The two sets of provisions are in substance identical. For the purposes of this notice, references to Articles 101 and 102 of the TFEU should be understood as references to Articles 81 and 82 of the EC Treaty when applicable.

(6) The key elements of the commitments comprise:

(a) All or Nothing policy: SAP customers can request the splitting of their landscapes, which integrate all SAP's on-premises ERP software products and licences, into separate commercial installations. For each commercial installation, customers will be able to choose different maintenance and support providers and/or different levels of support from SAP or to leave commercial installations unsupported.

(b) Shelfware: SAP commits to offer greater transparency and broader access to single metric contracts, under which licence fees – including maintenance and support fees, are calculated based on an agreed metric, e.g. revenue. In addition, customers will also be able to set up separate commercial installations that include shelfware and terminate maintenance and support for such a commercial installation.

(c) Extension of the initial term: SAP commits to clarify its contractual provisions regarding the extension of the initial term and refrain from restarting it at every additional licence purchase.

(d) Back maintenance and reinstatement fees: SAP undertakes to abolish reinstatement fees and reduce the back maintenance fees to 50% of the amount of maintenance and support fees a customer would have paid if it goes off support, capped at 6 months. SAP also commits to fully waive back maintenance fees for a list of products which are no longer supported by SAP and are not covered by a cross-product licence.

(e) To implement these Commitments, SAP undertakes to (i) update the relevant policies and contracts, (ii) communicate the changes to customers and relevant stakeholders and (iii) train its employees.

(f) SAP commits to appoint a Monitoring Trustee who will monitor and report to the Commission on the implementation of the commitments for a period of 10 years.

(g) SAP commits not to circumvent or attempt to circumvent the commitments directly or indirectly by any action or omission.

(h) The commitments shall remain in force for a period of 10 years starting from the Effective Date and shall apply to all customers worldwide.

(7) The commitments are published in full in English on the website of the Directorate-General for Competition at https://ec.europa.eu/competition-policy/index_en.

4. **Invitation to make Comments**

(8) Subject to market testing, the Commission intends to adopt a decision under Article 9(1) of Regulation (EC) No 1/2003 declaring the commitments summarised above and published on the website of the Directorate-General for Competition, to be binding.

(9) Pursuant to Article 27(4) of Regulation 1/2003, the Commission invites interested third parties to submit their observations on the proposed commitments. These observations must reach the Commission not later than one month following the date of this publication. Interested third parties can submit a non-confidential version of their reply, in which any information they consider business secrets and other confidential information should be deleted and replaced by a non-confidential summary.

(10) Answers and comments should be reasoned and should set out the relevant facts. If you identify a problem with any part of the proposed commitments, the Commission invites you to suggest a possible solution.

(11) Observations can be sent to the Commission under reference number **AT.40823 – SAP ERP aftermarket support services** either by e-mail (COMP-GREFFE-ANTITRUST@ec.europa.eu) or by post, to the following address:

European Commission
Directorate-General for Competition
Antitrust Registry
B-1049 Bruxelles/Brussel