

## **SAP Product Safety Management OnDemand Supplemental Terms and Conditions**

SAP and Customer have entered into an agreement for the purchase of certain SAP products and services ("Agreement") pursuant to which Customer is purchasing SAP Product Safety OnDemand. SAP Product Safety OnDemand is deemed part of the Service (as defined in the General Terms and Conditions for SAP Cloud Services) and is provided under the terms and conditions of the Agreement. The Agreement includes an Order Form, the General Terms and Conditions for SAP Cloud Services, these supplemental terms and conditions (the "Supplement") and any Schedules referenced by those documents. This Supplement and any modifications to the Agreement made herein apply solely to SAP Product Safety Management OnDemand and not to any other SAP product or service.

### **1. Infrastructure, ERP Integration**

- (a) The Service is comprised of the following components which are made available on the hosted SAP Product Safety Management OnDemand infrastructure ("Service Infrastructure"):
  - (i) Regulatory content ("EHS Content") consisting of regulatory phrases, rules, reference data, substance lists and document templates.
  - (ii) SAP EHS Management – Product Safety software ("EHS Software").
  - (iii) One Quality Assurance (QA) client and one production client. The clients are accessed by an SAP Graphical User Interface that is licensed separately with Customer's SAP ERP on premise installation.
  - (iv) SAP Community Workspace, or similar functionality, on which Service messages and product specifications will be made available.
  - (v) The Service may also include an on-line content viewer (the "Viewer") that may be used by Customer to view EHS Content substance lists and reference data on the Site. The Service logon page for the Site will be provided by SAP after the Effective Date of the Order Form. SAP may, in its sole discretion upon written or electronic notification to Customer, change or modify the access address, in any manner that SAP deems necessary or desirable from time to time. Customer is responsible for maintaining access to the Site.
- (b) Customer acknowledges that the Service will not provide full functionality if not integrated with Customer's SAP ERP on premise software, which must be licensed separately from SAP for an additional fee. The services required for integration of the Service with Customer's SAP ERP on premise software are subject to execution of a separate services agreement at SAP's applicable professional consulting services rates.
- (c) For technical reasons, it may be necessary to utilize SAP EHS Management software to ensure full process integration between SAP Product Safety Management OnDemand and Customer's ERP installation.  
SAP EHS Management must be licensed separately and is not included in the subscription to the Service.
- (d) The Service Infrastructure is part of the Service and Customer's use is limited to use by Named Users of the Service. The Service Infrastructure may not be modified or altered in any way except by SAP. Customer may not create its own databases from the EHS Content for use other than in connection with the Service or sell or license the EHS Content to third parties. Customer is solely responsible for the security of the EHS Content and is responsible for preventing unauthorized access to the Service including EHS Content.
- (e) SAP DOES NOT WARRANT THE ACCURACY OF THE EHS CONTENT OR THAT CUSTOMER WILL OBTAIN ANY SPECIFIC RESULTS FROM USE OF THE EHS CONTENT. SAP'S ONLY WARRANTIES THAT SAP HAS USED REASONABLE BUSINESS CARE IN COLLECTING AND COMPILING THE EHS CONTENT.

### **2. Substances and Named Users**

Fees set forth in the Order Form are based on the number of substances which are maintained by Customer in the Service ("Substances"). SAP may audit Customer's Substances on a quarterly basis, and the results of such audit may be used by SAP as the basis to increase the invoiced fees in accordance with this Section 2.

### **3. Customer Obligations and Prerequisites**

Customer shall fulfill the prerequisites and customer requirements listed on the Site or made available in release notes before the initial set-up process and throughout the term of the Order Form. In addition, Customer shall fulfill the following prerequisites and requirements to utilize the Service:

#### Prerequisites

- Customer must use an SAP ERP on premise release which is in SAP mainstream maintenance.
- Customer's SAP ERP on premise installation must be on the most current service pack revision level.
- Customer has or will build a functional and continuously monitored ALE/IDOC/RFC infrastructure in Customer's SAP ERP on premise installation.

#### Obligations

- The "EHS Integrator" means the entirety of settings made on the Customer's SAP ERP on premise installation during the on-boarding (implementation) project for the Service in order to ensure trouble-free communication with the Service Infrastructure. This includes functional customizing (IMG) of the EHS Management module and ALE settings. SAP is not responsible for any malfunctions or failure of the Service resulting from modifications to the EHS Integrator without SAP's consent. Any efforts and expenditure incurred by SAP in rectifying any problems arising from any such modification will be charged to Customer at SAP's then-current consulting rates.
- In order to ensure trouble-free communication between Customer's SAP ERP on premise installation and the Service Infrastructure, Customer shall ensure that any loading of service packs, enhancement packs or content updates to Customer's SAP ERP on premise installation are made in coordination with SAP, and in all cases by providing SAP with at least two weeks advance notice. SAP will publish notice of any such updates or service packs to the Service on the Community Webpage. Any services that may be required to implement or maintain the integration and synchronization of the Service Infrastructure and the Customer's SAP ERP on premise installation are not included in the Service or the fees stated in the Order Form.

### **4. End of Term Data Transfer**

- a. Customer-owned data and documents (substance data and EHS reports, excluding EHS Content): SAP will transfer any and all Customer Data currently stored for the purposes of the Agreement on readable data media. The related efforts of SAP in this context will be charged as time & material consulting services under a mutually agreeable statement of work under SAP's then current terms and conditions.
- b. SAP EHS Regulatory Content
  - (i) Customer has no right to use EHS Content beyond the end of the term identified in the Order Form, subject to the following exception:
  - (ii) SAP will provide to Customer a copy of the regulatory phrases, list substances and UN-list substances in use at the end of the term identified in the Order Form. The related efforts of SAP in this context will be charged as time & material consulting services under a mutually agreeable statement of work under SAP's then current terms and conditions.
  - (iii) Any usage rights regarding EHS Content can be acquired by Customer through a corresponding subscription contract according to the then current terms and conditions.

- 5. Support.** Support for the Service will be provided in accordance with Attachment A to this Supplement.

**Attachment A**

**Support Services for SAP Product Safety OnDemand**

**1. Applicability**

This Support Services Document governs the provision of support and maintenance services by SAP to Customer for the Service.

**2. Support Services**

SAP will offer support for all malfunctions related to the Service (each an “**Incident**”). Incidents have to be reported by Customer via the SAP Service Marketplace, using the components LOD-PSO-\*. In the event that SAP must access any of Customer’s systems remotely, e.g. via application sharing, Customer hereby grants to SAP the permission for such remote access and Customer agrees that SAP’s obligations to provide support are subject to Customer providing SAP access through Customer’s Integration Component. The following Incident priorities shall apply:

<b>Incident Priorities</b>	<b>Definition</b>	<b>Support Availability</b>	<b>Support Language</b>	<b>Initial Response Time</b>
Very High	The problem has very serious consequences for major business transactions and urgent work cannot be performed. The Incident requires immediate attention because the malfunction can cause serious losses.	Monday to Friday from 9:00 am – 5:00 pm Local Time (as defined below)	German, English	SAP initial response within 4 hours of confirmation.* SAP will attempt to contact customer within the initial response time to clarify business impact and initiate resolution process.
High	A business transaction does not work and necessary tasks cannot be performed. The Incident requires prompt attention because the malfunction can disrupt the entire productive business flow.			SAP initial response within 4 hours of confirmation.* SAP will attempt to contact customer within the initial response time to clarify business impact and initiate resolution process.

Medium	A business transaction does not work as expected with minor consequences for the productive operation.			Reasonable response time based on the incident (usually within 4 days).* SAP will attempt to contact customer to clarify business impact and evaluate incident.
Low	The malfunction has only few or no effects on business transactions.			Reasonable response time based on the incident.*

\*Incident receipt at SAP will be confirmed via email response for all online submitted incidents (email response sent within 15 minutes of Incident receipt by SAP).

Local Time shall mean Central European Time (CET).

#### Software Changes

SAP will proactively apply software updates and patches during the defined maintenance windows, which are communicated through the Community Workspace. In case a patch needs to be applied outside a maintenance window, SAP will notify Customer in advance.

### **3. Customer Obligations/Preconditions**

As a precondition to receive the support services as described in Section 2 above, Customer shall fulfill the following obligations:

#### Service Management

Customer shall each identify at least one German- or English-speaking Named User as a service manager who is responsible for managing all business related tasks of the Service related to Customer's business, such as:

- (i) Support end users and manage their Incidents. This includes searching for known solutions in available documentation and liaising with SAP support in the event of new problems
- (ii) Manage background jobs and the distribution of business tasks across users;
- (iii) Manage and monitor connections to Customer's third party systems (if available), such as e-mail, fax, printers;
- (iv) Support the potential adaptation of the Service
- (v) Find solutions for issues arising out of the use of the Service that are either not suitable for handling by the Helpdesk or escalate from this

The service managers shall mutually coordinate the issues to be dealt with at self-defined regular intervals and maintain a record including an open issues list.

#### Exploration of self-help tools

In case of Incidents, Customer shall make reasonable effort to explore self-help tools to find already documented solutions.

#### Remote Support

In the event that SAP needs to access any of Customer's systems remotely, e.g. via application sharing, Customer hereby grants to SAP the permission for such remote access. Further, Customer names a contact person that – if necessary – grants to SAP the required access rights.