

SAP Product Stewardship Network Supplemental Terms and Conditions

These supplemental terms and conditions (“the Supplement”) are part of an agreement for certain SAP cloud services (“Agreement”) between SAP and Customer and apply solely to SAP Product Stewardship Network (the “Cloud Service”) and not any other SAP product or service.

1. CLOUD SERVICE

1.1. Scope of Use.

Customer may create as many company profiles in the Cloud Service as desired, provided the combined number of individuals accessing these company profiles does not exceed the total number of Users (defined below) permitted under Customer’s subscription. Customer may be able to access functionality within the Cloud Service that is not included in Customer’s subscription. Customer only has the right to use functionality within the scope of the Customer’s subscription as set forth in the Order Form.

1.2 Compliance.

- (a) The Cloud Service may be used by Customer in support of its efforts to comply with laws and regulations governing its products and business. It is solely Customer’s responsibility to ensure that Customer will be in compliance with such laws and regulations and SAP has no responsibility to ensure such compliance. It is solely Customer’s responsibility to retain information in accordance with applicable law, and SAP shall have no obligation to retain Customer Data under this Agreement in order to meet Customer’s regulatory requirements. Customer is solely responsible for changes in Customer Data of which SAP is not notified.
- (b) SAP may make available to Customer through the Cloud Service certain content provided by third party users of the Cloud Service, but SAP has no obligation to make such content available. Further, SAP does not verify the accuracy or authenticity of data supplied by other customers or users of the Cloud Service. Customer is obligated to ensure the accuracy and authenticity of such data supplied by other customers or users of the Cloud Service. As such, Customer is solely responsible for its use of or reliance on any data in the Cloud Service supplied by other customers or users of the Cloud Service. Upon expiration of the term set forth in the Order Form, Customer may not be able to access through the Cloud Service certain Customer Data in the form originally supplied by Customer.
- (c) At the time Customer enters Customer Data into the Cloud Service regarding its products and services (“**Product Information**”), Customer is responsible for using the Cloud Service to accurately identify Product Information that is Confidential Information. Product Information includes but is not limited to material identifier, material composition, compliance assessment, and uploaded supporting documents. Customer is also responsible for using the Cloud Service to determine the level of publication to third-party users of the Cloud Service of information that is not marked as Confidential Information. This may include responding to information requests and surveys from other users of the Cloud Service, in which case Customer grants the requester of such information the right to use the information as described in the request. SAP is not responsible for unauthorized use of Product Information by other users of the Cloud Service if published by SAP in accordance with Customer’s selected level of publication, including Customer responses to requests for Product Information from other users of the Cloud Service. SAP will not distribute the Product Information in its unmodified, non-aggregated form, except as permitted by this Agreement or as expressly permitted by Customer. Unless required by law or directed by Customer, SAP will not identify Customer as the provider of the Product Information.

- (d) SAP will use Product Information in combination with other SAP customer content, SAP content, SAP partner content, SAP vendor content, third party content, and/or publicly sourced information to create aggregated content (“**SAP Aggregated Content**”). Customer grants to SAP and its SAP Affiliates a non-exclusive, perpetual, fully paid up, irrevocable, worldwide, royalty-free license, under all of Customer’s relevant intellectual property rights, to (i) use, reproduce, display, distribute, perform, disclose, and create derivative works of Product Information to create SAP Aggregated Content, and (ii) to commercially use, reproduce, display, distribute, perform, disclose, create derivative works of, make, have made, sell, offer to sell, or otherwise dispose of the SAP Aggregated Content containing Product Information in any manner and via any media SAP chooses, without reference to the source (including the right to sublicense any of the foregoing). Customer warrants that it has sufficient rights to grant SAP the foregoing license.
- (e) The SAP Aggregated Content, and all of SAP’s intellectual property rights embodied in the foregoing, remains the sole and exclusive property of SAP, subject to any rights expressly granted to Customer herein.
- (f) SAP Aggregated Content is proprietary to SAP and comprises: (a) works of original authorship, including compiled SAP Aggregated Content containing SAP selection, arrangement and coordination and expression of such information or pre-existing material it has created, gathered or assembled; (b) confidential and trade secret information; and (c) information that has been created, developed and maintained by SAP at great expense of time and money such that misappropriation or unauthorized use by others for commercial gain would unfairly and irreparably harm SAP. Customer must not commit or permit any act or omission that would impair SAP’s proprietary and intellectual property rights in SAP Aggregated Content.
- (g) In addition to the uses of Product Information permitted in this Agreement, Customer agrees that SAP may use Customer Data to perform testing of new or planned functionality of the Cloud Service before general release, subject to SAP’s obligations regarding Confidential Information in this Agreement.

2. FEES

The Usage Metrics for the Cloud Service are Users, Connected Suppliers, and storage. Users are individuals authorized to access the Cloud Service. A Connected Supplier means a supplier that has enabled receipt of Product Information from Customer through the Cloud Service. Storage is measured in gigabytes per package. A subscription to each edition of the Cloud Service includes specific Usage Metrics specified in the following table:

Edition	Basic Edition	Professional Edition	Supplier Package	Product Compliance	Conflict Minerals	Sustainability Assessment	Supplier Enablement
Metric	Up to 3 Users	Blocks of 3 Users	Blocks of 3 Users	Users – minimum of 10	Users – minimum of 10	Users – minimum of 10	Number of suppliers connected – minimum of 500
Included Storage	1 GB	10 GB	10 GB	100 GB	100 GB	100 GB	N/A

3. STORAGE

Additional storage may be purchased in blocks of 100GB per year (excluding Basic Edition).

4. SUPPLIER ENABLEMENT SERVICES

SAP shall provide the Supplier Enablement Services specified in the Order Form subject to the assumptions and Customer's fulfillment of its obligations as described in the applicable Supplier Enablement Service Description. SAP shall not be responsible for delays caused by Customer's failure to fulfill such obligations or the inaccuracy of any assumption; further, Customer shall be responsible for paying any additional fees caused by Customer's failure to fulfill such obligations or the inaccuracy of any assumption. Supplier Enablement Services are described in the applicable descriptions located at <http://www.sap.com/corporate-en/about/our-company/policies/cloud/service-specifications.html> ("**Supplier Enablement Description**"). SAP's obligation to provide the Supplier Enablement Services shall continue for the time periods described in the applicable Supplier Enablement Descriptions and/or indicated Exhibit(s); if no time period is stated in the applicable Supplier Enablement Description or Exhibit, then SAP's obligation to provide the Supplier Enablement Services shall end upon expiration of the initial subscription term for the Cloud Service.

5. DATA PROTECTION. User Data means data or content collected from or submitted by individual Users during the registering process to use the Cloud Service either under Customer's subscription or separately under a Basic Edition account. Customer may have the ability to access, monitor, use, or disclose User Data via its administrative user access to the Cloud Service. User Data that is personal data will be handled in accordance with this Supplement, the Terms of Use accepted by each User upon registering to use the Cloud Service and the terms of SAP's Privacy Statement located on the registration page of the Cloud Service. The Data Processing Agreement for SAP Cloud Services document attached to or referenced in the Order Form, and any other terms in the GTC governing the control and processing of personal data, shall not apply to the Cloud Service and are superseded by the following terms: (i) this Supplement, (ii) the Terms of Use in the Cloud Service and (iii) SAP's Privacy Statement found in the Cloud Service.