

SAP Supplier Infonet 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 Supplier Infonet OnDemand. SAP Supplier Infonet 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 Condition 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 Supplier Infonet OnDemand and not to any other SAP product or service.

1. Supply of Data

In using the Service, Customer will provide SAP certain business information concerning the Customer, its suppliers and/or its customers ("Customer Content"). The terms governing the supply and use of Customer Content are set forth in [Attachment 1](#) to this Supplement. As part of the Service, SAP may supply alerts to Customer regarding actions affecting supplier fulfillment capabilities, including debarment status. Customer acknowledges that these alerts are for informational purposes only, and Customer should not rely on these alerts to fulfill any compliance or other obligations. SAP may make available to Customer through the Service certain content that is proprietary to third party vendors, but SAP has no obligation to make such content available. Customer's use of any such content is subject to the terms of [Attachment 2](#) to this Supplement. Further, certain content used in the Service was obtained from Data.gov. Data.gov and the United States Federal Government cannot vouch for the data or analyses derived from these data after the data have been retrieved from Data.gov. Upon expiration of the term set forth in the Order Form, Customer may not be able to access through the Service certain Customer Content in the form originally supplied by Customer.

2. Employees

- (a) Customer may have an unlimited number of Named Users access the Service, provided the number of Named Users does not exceed the number of licensed Employees set forth in the applicable Order Form. The fees for the Service are based on the number of Employees in Customer's legal entity. For purposes of this Supplement, the term "Employee" means an individual person with an employer-employee relationship with a respective legal entity or a contract worker that provides substantially all of his or her work effort to a respective legal entity. In order for Affiliates of Customer to be permitted to use the Service, Customer must license the aggregate number of Employees in Customer's legal entity and each Affiliate for which it will grant access to the Service.
- (b) Customer warrants that the number of Employees licensed under the Order Form accurately reflects the aggregate number of Employees in Customer's legal entity and the legal entity of each Affiliate using the Service. Further, Customer shall without undue delay report any Employees in excess of the number of licensed Employees and any other information reasonably necessary to calculate the amount of fees payable under the Order Form to SAP. In the event an Affiliate is divested during the term of the Order Form and Customer promptly notifies SAP in writing of the date of such divestiture, the divested Affiliate may continue to access the Service for the shorter of the remainder of the current term of the Order Form or a period not to exceed twelve months after such divestiture, at which time the divested Affiliate will no longer be permitted to access the Service. During the period of continued use of the Service by the divested Affiliate, Customer shall be responsible for the acts and omissions of such divested Affiliate as if it were an Affiliate in accordance with the terms of the Agreement.

3. Storage

During the term set forth on the applicable Order Form, SAP will provide up to 10 gigabytes of total storage space per Customer at no additional charge. SAP's current fees for additional storage are available either on the Site or on request from Customer's SAP sales representative. In the event the relevant disk storage limit is exceeded by Customer, SAP may offer additional storage as a value-added service to Customer. SAP reserves the right to revise such prices annually. SAP reserves the right to modify its general practices and limits relating to disk storage upon prior written notice.

Attachment 1 to  
Supplier Infonet OnDemand  
Supplemental Terms and Conditions  
Data Submission

All capitalized terms not defined in this Attachment 1 have the meanings as set forth in the Agreement. In the event of any conflict between the term of this Attachment 1 and the Order Form or GTC with respect to the subject matter of this Attachment 1, the terms of this Attachment 1 shall control. Further, these terms supersede any terms contained in the GTC related to Customer Data to the extent of any conflict between such GTC terms and the terms of this Attachment 1 related to Customer Content.

1. Customer Content

1.1 "Customer Content" includes, but is not limited to:

- (i) company demographic data on Customer and Customer's suppliers, customers, or other business partners, along with product and service information, transaction data, and any measurements for determining trading partner performance (e.g., delivery, response rate and on-time payment);
- (ii) information concerning the accounts payables and related information of Customer's suppliers relating to any purchase or license of products or services from its suppliers within the past thirty-six (36) months and, for each of Customer's suppliers, an account number, supplier name, telephone number, address information, and agreed to performance data;
- (iii) information concerning the accounts receivables and related information of Customer's customers relating to any purchase or license of Customer's products or services by customers within the past thirty-six (36) months and for each of Customer's customers, account number, customer name, telephone number, address information, and A/R performance data (the most common format is an open summarized aged trial balance); and
- (iv) any other information provided by Customer to SAP under the applicable Order Form.

1.2 Starting on the Effective Date of the Order Form, refreshed on at least a monthly basis during the term of the Order Form, Customer will provide the Customer Content to SAP by delivery on magnetic tape, cartridge, secured and encrypted flat file FTP, or any other media or delivery mechanism upon which the parties have agreed in writing.

1.3 SAP may, upon authorization from Customer, set up data extraction connections with Customer's database(s) or system(s) that allow specified Customer Content to be automatically transferred to SAP ("Data Connection").

1.4 SAP will use Customer Content in combination with other SAP customer content, SAP content, SAP partner content, SAP vendor content, third party content, customer survey responses, customer performance measures and/or publicly sourced information to create aggregated content ("SAP Aggregated Content"). Customer Content will be mapped to SAP Aggregated Content via SAP proprietary software, applications, business models and information matching, cleansing and harmonization tools.

1.5 SAP will not distribute the Customer Content in its unmodified form. Unless required by law or approved by Customer, SAP will not identify Customer as the provider of the Customer Content.

2. Grant of License

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 Customer Content 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 Customer Content in any manner and via any media SAP chooses, without reference to the source (including the right to sublicense any of the foregoing).

3. Proprietary Rights

3.1 Customer Content. Customer Content, and all of Customer's intellectual property rights embodied therein, remains the sole and exclusive property of Customer, subject to any rights expressly granted to SAP herein.

3.2 SAP Aggregated Content.

3.2.1 The SAP Aggregated Content, and all of SAP's intellectual property rights embodied therein, remains the sole and exclusive property of SAP, subject to any rights expressly granted to Customer herein.

3.2.2 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.

4. Representations and Warranties

4.1 Customer represents and warrants that Customer is the owner of or has sufficient rights to provide as contemplated under this Supplement the Customer Content, including all intellectual property rights embodied therein, and that Customer has the right to authorize the use of the Customer Content and the licensing of the Customer Content to SAP.

4.2 Customer represents and warrants that the Customer Content does not infringe any copyright, patent, trademark, trade secret, confidentiality or other intellectual property right of any third party nor does its collection or use violate any contractual obligation of Customer or any applicable law, regulation or government directive.

4.3 If Customer has authorized SAP to setup Data Connection(s) pursuant to Section 1.3 above, then Customer represents and warrants that Customer has the right to grant SAP access to its system(s) via its Data Connection(s) and that SAP's data extraction from Customer's system(s) via Data Connection(s) does not breach or conflict with any third party rights, intellectual property rights of any third party, or confidentiality terms between Customer and any Extract-Transform-Load tools/connections provider.

5. Indemnification

Customer shall fully indemnify, hold harmless and defend SAP, including its officers, directors, employees, agents (collectively, "SAP Indemnitees"), against any claim based on or arising from a breach of the warranties set forth in Section 4 of this Attachment 1, that it must defend and pay all awards against SAP Indemnitees, or settlements entered into by Customer on their behalf, in connection therewith, provided that the entity concerned gives Customer prompt written notice of the law suit(s) or claim and permits Customer to control the defense and settlement. For the purposes of this section, "fully indemnify, hold harmless and defend" means that Customer must defend or settle any third party claims and pay infringement claim defense costs, Customer-negotiated settlement amounts, and court awarded damages incurred by SAP Indemnitees.

Attachment 2  
to  
Supplier Infonet OnDemand  
Supplemental Terms and Conditions

CUSTOMER TERMS

1. You (the Customer) acknowledge that data (the "Data") furnished by third party provider(s) through its distributors or other authorized resellers is licensed for the exclusive use by Customer. Regardless of the form or format in which the Data is furnished, none of the Data may be made available in whole or in part to any third party. You agree that you will not duplicate any magnetic tapes, disks, diskettes and other machine readable media in any form or manner whatsoever, except that you may make one copy solely for backup purposes. You are expressly prohibited from using the Data as a factor in establishing an individual's eligibility for (i) credit or insurance to be used primarily for personal, family or household purposes, or (ii) employment. You agree not to use the Data to engage in unfair or deceptive practices.
2. Data furnished hereunder may be used throughout the continuous and rolling 12 month period commencing upon the signing of an agreement with SAP unless otherwise agreed to in writing. You represent and warrant that your use of any Data shall in all cases comply with all applicable federal, state and local laws and regulations and that all mail or other marketing programs using any Data shall conform to generally recognized standards of high integrity and good taste.
3. You acknowledge that third party Data providers make no representations or warranties of any kind with respect to the Data, including but not limited to, the accuracy, completeness, timeliness, merchantability or fitness for a particular purpose of the Data or of the media on which the Data is provided and you agree that third party Data providers shall not be liable to you for any loss or injury arising out of or caused, in whole or in part, by third party Data provider's negligent acts omissions in procuring, compiling, collecting, interpreting, reporting, communicating or delivering the Data.
4. You agree that third party Data providers will not be liable for consequential, incidental, special, punitive or other indirect damages, even if advised of the possibility of such damages. You also agree that third party Data providers' aggregate liability, if any, for any and all losses or injuries to you arising out of any acts or omissions of the third party providers in connection with the Data, regardless of the cause of the loss or injury (including negligence) and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed the amount paid by you for the Data furnished pursuant to such order or service or \$5000, whichever is greater, and you covenant and promise not to sue the third party providers for an amount greater than such sum.
5. You acknowledge and agree that the Data is proprietary to third party providers and comprises: (a) works of original authorship, including compiled Data containing third party provider's selection, arrangement and coordination and expression of such Data or pre-existing material it has created, gathered or assembled; (b) confidential and trade secret Data; and (c) Data that has been created, developed and maintained by the third party providers at great expense of time and money, such that misappropriation or unauthorized use by others for commercial gain would unfairly or irreparably harm the third party provider. You agree that you will not commit or permit any act or omission by your agents, employees, or any third party that would impair the third party providers' copyright or other proprietary and intellectual property rights in the Data. You will not use any third party providers trade names, trademarks, service marks or copyrighted materials in listings or advertising.
6. Upon expiration or termination of the Agreement with respect to particular Data, you shall immediately delete, destroy or return all originals and copies of any Data, unless you are otherwise instructed by SAP; and upon request, provide the third party provider(s) with certification thereof.