

SAP EHS Regulatory Documentation 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 EHS Regulatory Documentation OnDemand. SAP EHS Regulatory Documentation 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 EHS Regulatory Content OnDemand and not to any other SAP product or service.

1. Definitions.

"Customer Content" means Maintained Product information, Maintained Component information and Supplier Raw Material information.

"Maintained Product information" means information about Customer's chemical products or intermediates required for hazard communications evaluations, e.g., hazard and regulatory classifications and generation of Safety Data Sheets and label text. This data includes physical, chemical, toxicological, and composition information.

"Maintained Component information" means information about substances making up chemical products required for hazard communications evaluations, e.g., hazard and regulatory classifications and generation of Safety Data Sheets and label text. This data includes physical, chemical, toxicological, and composition information.

"Supplier Raw Material information" means information about purchased materials and their components that make up chemical products required for hazard communications evaluations, e.g., raw material Safety Data Sheets, hazard and regulatory classifications and generation of Safety Data Sheets and label text. This data includes physical, chemical, toxicological, and composition information.

2. Use of Service

- (a) This Service is comprised of authoring and delivery of Safety Data Sheets ("SDS") and the delivery of supporting data ("Supporting Data") for chemical products of Customer including any required subsequent updates within the term of this Agreement. The Service will be provided in accordance with the Service Description attached as Attachment 1 to this Supplement.
- (b) Customer shall not make use of the Service to build or sell its own commercial products competing with SAP products, including SAP EHS Regulatory Content.
- (c) Customer is solely responsible for the security of the SDS and Supporting Data once delivered by SAP. Upon termination or expiration of the Order Form, Customer will not receive any updated or new SDS or Supporting Data, but will be entitled to further make use of the SDS and Supporting Data that was delivered by SAP prior to termination or expiration. Customer acknowledges that failure to use the most current version of the SDS and Supporting Data provided by SAP may lead to non-compliance of the Customer with applicable regulation and law and will invalidate any warranty provided by SAP under the Agreement. Customer is solely responsible for any damages suffered as a result of its translations, modifications as well as any other alterations of the SDS or Supporting Data or the use of outdated SDS or Supporting Data where SAP has supplied a newer version.

3. Provision of Customer Content. Starting on the Effective Date of the Order Form, Customer will provide the Customer Content to SAP using interfaces defined in the Documentation. Customer's failure to provide accurate and complete Customer Content, and any information retrieved by SAP in accordance with the Service Description as a result of such failure, will void SAP's warranty obligations under this Agreement, and SAP shall be relieved of any SLA obligations in Attachment 2 which cannot be met due to such inaccurate or incomplete information.

4. Customer Obligations and Prerequisites. As a prerequisite for the provision of the Services by SAP, a successful completion of the Initial Project is required. The Initial Project is the preparation of the Customer's on-premise EHS system and the Service for use by Customer. The Initial Project is not part of this Service.

5. Pricing

- (a) Fees set forth in the Order Form are based on the number of Maintained Products and the number of Maintained Components. The number of Maintained Products is the number of unique chemicals (substances or mixtures), independent of packaging size, branding, and saleable naming, for which a SDS is updated as part of the on-going Service. The number of Maintained Components is the number of unique, lowest-level substances (ingredients) that make up all the Maintained Products as described in their final compositions (the composition after all reactions and/or blending have been completed in the manufacture of the product). Maintained Components are subject to hazard and regulatory review as part of the SDS process.

- (b) Fees for access to the Service are not based on the number of Named Users. Customer may have an unlimited number of Named Users access and use the Service and may add additional Named Users during the term by providing SAP with information necessary to create additional Named Users in a format defined by SAP, subject to any restrictions on Customer's license of the SAP On Premise Software. SAP may limit the number of Named Users accessing the Service to a reasonable amount if such access is deemed excessive by SAP.

6. Limited Warranty

SAP shall have no liability for breach of warranty, contract or any other form of liability under the Agreement, to the extent damages are caused by or arise from: (a) incomplete, incorrect or misleading Customer Content provided by or on behalf of Customer; (b) changes of delivered SDS and Supporting Data not made by SAP; (c) changes in Customer Content of which SAP is not notified; and (d) use of SDS or Supporting Data for any Customer processes outside the field of coverage for which it is intended.

7. Compliance

- (a) The Service may be used by Customer in support of its efforts to comply with laws and regulations governing its products and business. Customer acknowledges that SAP makes no warranty that use of the Service ensures that Customer will be in compliance with such laws and regulations. It is solely Customer's responsibility to retain information in accordance with applicable law, and SAP shall have no obligation to retain Customer Content under this Agreement in order to meet Customer's regulatory requirements. Subject to applicable law, SAP may retain Customer Content as long as necessary to comply with applicable laws.
- (b) SAP may make available to Customer through the Service certain content provided by third party users of the Service, but SAP has no obligation to make such content available. Further, Customer acknowledges that SAP does not verify the accuracy or authenticity of data supplied by other customers or users of the Service. As such, Customer agrees that SAP shall have no liability to Customer for any damages or liability arising out of Customer's use or reliance on any data in the Service supplied by a third party.

8. Use of Customer Content by SAP

- (a) SAP will use Customer Content 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"). SAP may also use Customer Content for the provision of the Service to other customers provided SAP does not identify Customer as the provider of such Customer Content. Unless required by law or approved by Customer, SAP will not identify Customer as the provider of the Customer Content to other customers of the Service. Customer may declare Customer Content proprietary and restricted from use within the Service, in which case SAP shall not use such Customer Content for other customers or for aggregation with other data and made part of SAP Aggregated Content. If Customer declares Maintained Component information or Supplier Raw Material information proprietary, Customer will not have access to SAP Aggregated Content. SAP has no liability to Customer for use of Customer Content by other users of the Service if such use is in accordance with Customer's selected level of publication.
- (b) Subject to Customer's ability to limit use or aggregation of Customer Content in accordance with Section 8(a), 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). Customer warrants that it has sufficient rights to grant SAP the foregoing license.
- (c) 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.
- (d) 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.

9. Support. SAP will provide support as part of the Service as described in Attachment 2 to this Supplement.

10. Service Levels and KPIs. SAP will provide Service Level Agreements and KPIs for the Service as described in Attachment 3 to this Supplement.

Attachment 1

SAP EHS Regulatory Documentation Service Description

1. GENERAL DESCRIPTION

This document describes additional details of SAP EHS Regulatory Documentation.

2. SERVICE DESCRIPTION

2.1 Precondition for SDS/Supporting Data Provision

The SDS/Supporting Data provision hereunder requires a successfully completed initial project ("Initial Project") in which the Customer IT-System is prepared for the SDS/Supporting Data provision by SAP and the connection with the SAP IT-System on which the SDS/Supporting Data is created is made. The Initial Project will be conducted under separate services agreement and is subject to separate fees.

2.1.1 Provision of Safety Data Sheets

The SDS/Supporting Data provided by SAP to the Customer based on this Service is in the form of raw reports (not final with regard to logistic and other customer specific data) for the Customer Maintained Products. Upon request of the Customer SAP shall provide SDS for a Maintained Product of the Customer, which requires an SDS according to applicable law for the countries as requested by the Customer. The SDS will be created based on the applicable legislation in accordance with the most current SDS authoring policy of SAP. The current SDS authoring policy may be subject to changes and forms part of the most current Documentation.

2.1.2 Provision of Supporting Data

In addition to the SDS, the Service consists of the provision of information to support subsequent processes of the Customer such as labeling or dangerous goods transportation ("Supporting Data") to the extent such information can be derived from information used for the SDS creation process. SAP shall provide to Customer Supporting Data used within the SDS creation process related to the Customer Maintained Product, including

- i. classification of a Customer Maintained Product or its Maintained Components,
- ii. hazard label text information, or
- iii. product-level dangerous goods classification

as described in more detail in the Documentation.

2.1.3 Subscription for provision of Revised SDS/Supporting Data

The Service includes the provision of revised content ("Revised SDS/Supporting Data") for the SDS/Supporting Data already delivered in accordance with Sections 2.1.1 and 2.1.2 of this Attachment 1. With the initial provision of SDS and Supporting Data for a Customer Maintained Product by SAP the subscription for that Maintained Product becomes active. During the period starting with the initial SDS/Supporting Data delivery for a Customer Maintained Product by SAP and ending with the termination of the Agreement, SAP shall provide Revised SDS/Supporting Data to the Customer for Customer Maintained Products, if this is required based on changes to applicable law. Depending on the applicable business process, the provision of Revised SDS/Supporting Data may require a request of the Customer to trigger the process. Revised SDS/Supporting Data includes the provision of additional content ("Additional SDS/Supporting Data") within the term of the Agreement as requested by the Customer. The Customer may only terminate the SDS/Supporting Data subscription for a Maintained Product for which SAP already has made an initial SDS/Supporting Data delivery, if the Customer provides documentation that the Customer (including its Affiliates) is not producing or selling the Maintained Product anymore. In order to stop the subscription for a Maintained Product which is not produced or sold any more, Customer must notify SAP via the interfaces of that fact. With the respective notification of SAP by the Customer, SAP will stop providing Revised SDS/Supporting Data for the respective Customer Maintained Product. Payment of fees for the Service under the applicable Order Form is not affected by the initiation or termination of subscriptions for individual Maintained Products as specified in this Section.

2.2 Coverage

Any SDS/Supporting Data provision by SAP according to section 0 shall be subject to the following coverage ("Coverage"):

- i. SDS/Supporting Data shall be provided to the extent the countries, languages and regulatory lists are covered by this Service. Details are provided in the current Documentation. SDS/Supporting Data cannot be provided for any logistics, transportation or other documents being outside the SDS creation, however, Customer may make use of the delivered Supporting Data for these processes; and
- ii. SDS/Supporting Data shall be provided for the business scenarios described in section 5 of this Attachment 1 only; and
- iii. SDS/Supporting Data shall be provided in the event of ordinary regulatory changes (in accordance with Section 5.1.5 of this Attachment 1) and other ordinary changes of the conditions for the Service, provided SAP considers such changes as updates ("Updates"). Extraordinary regulatory changes or other

extraordinary changes of the conditions for the Service not completely under the sole control of SAP which have a material impact on the efforts required for the provision of SDS/Supporting Data are considered being an upgrade ("Upgrade"). Upgrades are not covered by this Service. The determination whether a change is considered to be an Update or an Upgrade and/or whether SAP will provide the Upgrade as a service being subject to a separate agreement is within the sole discretion of SAP. SAP shall notify the Customer within 4 calendar weeks after the decision is made that SAP considers a change as being an Upgrade.

2.3 SDS/Supporting Data Delivery

The SDS/Supporting Data delivery and the exchange of the information necessary for this Service between SAP and the Customer are made on the basis of standard definitions and standard interfaces provided by SAP. SAP shall provide the SDS/Supporting Data and its Updates to the Customer in accordance with these standard definitions by using the standard interfaces. The same shall apply for any information to be provided by Customer to SAP, especially information related to the Customer Maintained Products or Maintained Components. The parties acknowledge that the standards as currently determined by SAP reflect the then-current requirements and are subject to future changes.

SAP may adapt the standard definitions and standard interfaces in its sole discretion, if required or useful to conform with technical developments, process optimization or changes in regulatory environment in general. SAP will notify the Customer of a respective planned change and the planned effective date in due time to allow the Customer to adapt to the changes prior to their effective date. In addition, SAP will provide in due time any changed standard interfaces for testing purposes, in order to jointly review and check the planned changes.

Provided SAP fulfills the aforementioned notification obligations, the Customer is obligated to adapt the changes prior to the effective date communicated by SAP. If the Customer does not adapt within that period, SAP shall not be obligated to provide SDS/Supporting Data (if the SDS/Supporting Data without the adaptation cannot be created or delivered), but Customer shall remain obligated for payment.

3. TECHNICAL PREREQUISITES

The Service requires certain technical prerequisites to be fulfilled prior to the Service provision in the Initial Project:

- i. Connection between the Customer IT-system and the SAP IT-System at the standard interfaces provided by SAP must be established and must work correctly to allow the delivery of Maintained Product information and Maintained Component information from Customer to SAP as well as the delivery of the SDS/Supporting Data from SAP to Customer.
- ii. Connection of Customer to the customer support system ("Customer Support System") of SAP must be established and must work correctly to allow sending and receiving of requests.
- iii. Provision of Maintained Product information and Maintained Component information in the required format by Customer to SAP.

4. INFORMATION BASIS

4.1 Customer Information

The Service requires high quality information to be provided by the Customer to SAP in order to enable SAP to provide the Service.

The information used for the SDS/Supporting Data provision can be distinguished between Maintained Products information and Maintained Component information. Customer shall provide SAP with its initial SDS/Supporting Data request and in the event of any new findings throughout the term of this Agreement any Maintained Products information and Maintained Component information in its possession for the Customer Maintained Products covered by this Service including Supplier Raw material Information. Maintained Products information and Maintained Component information provided by Customer to SAP must include the Supplier Materials information which may be made by the provision of the most current SDS (in English) of the supplier.

The degree of information required for SDS/Supporting Data delivery by SAP mainly depends on the regulations which apply to the SDS/Supporting Data requested by the Customer and which may differ from one country to another even for the same Customer Maintained Product. The extent of Maintained Products information and Maintained Component information required and the method for providing the information by Customer to SAP must conform to the standard definitions and must be made via the standard interfaces determined by SAP.

The correctness and completeness of the SDS/Supporting Data delivered by SAP is directly and largely dependent upon the correctness and completeness of the Maintained Products information and Maintained Component information provided by the Customer. SAP relies on the Maintained Products information and Maintained Component information provided by the Customer in its Service provision. SAP may but is not obligated to perform plausibility checks with regard to the information provided by the Customer, but does in no event validate or verify the Maintained Products information or Maintained Component information received. Incorrect or incomplete information by the Customer is likely to lead to non-compliance of the Customer with applicable law.

4.2 Additional Maintained Component information

Based on information gaps of the information provided by the Customer, SAP will search with reasonable efforts for additional Maintained Component information in publically available sources (the choice of sources being in the sole discretion of SAP) and will add such information (if any) to the Maintained Component information provided by the Customer.

4.3 Information Approval Process

After the Customer has provided Maintained Products information and Maintained Component information in accordance with Section 4.1 and SAP has gathered additional Maintained Component information in accordance with Section 4.2 (if any), SAP will provide to the Customer the information basis intended to be used for the SDS/Supporting Data creation for review by an expert of the Customer if SAP believes that the information available for a Maintained Product or Maintained Component may be insufficient or incorrect. As a result of that review Customer may either approve the information available and SAP will create the SDS/Supporting Data on this information basis, or Customer may add or change any Maintained Products information or Maintained Component information and request from SAP the SDS/Supporting Data provision to be made on that information basis.

SAP excludes any responsibility for any information provided by or omitted to be provided by the Customer to SAP, such as but not limited to Maintained Products information or Maintained Component information. The same shall apply for additional Maintained Component information retrieved by SAP in accordance with Section 4.2.

5. SUPPORTED BUSINESS PROCESSES The following Customer business processes are supported by the Service.

5.1 New Maintained Product Request

In accordance with the Coverage, Customer may request for a new Maintained Product ("New Maintained Products") the provision of one or more SDS and Supporting Data ("New Maintained Products Request"). With its request the Customer shall provide Maintained Products information regarding the properties of the Customer Maintained Product as well as for Maintained Components being relevant for the creation of the SDS/Supporting Data. If for a Customer Maintained Product a new Maintained Component is used, for which Customer has not yet provided SAP with the required Maintained Component information, SAP will start processing the requested SDS/Supporting Data after the Customer has provided the relevant Maintained Component information.

5.2 Revised Maintained Product Request

If Maintained Products information provided by Customer to SAP should be subject to changes, Customer may request from SAP Revised SDS/Supporting Data by using a revised product request ("Revised Maintained Products Request") upon which SAP will assess the changed Maintained Products information and will provide the Revised SDS/Supporting Data, if this should be necessary based on applicable law.

As part of the Revised Maintained Products Request, Customer may also request Additional SDS/Supporting Data if Customer in its initial SDS/Supporting Data request for a Customer Maintained Product has not requested the maximum SDS/Supporting Data provision possible according to the current Coverage. The Customer may be required to provide additional Maintained Products and/or Maintained Component information to SAP in order to allow SAP to process the Additional SDS/Supporting Data request.

5.3 New Maintained Component Request

The Customer may request from SAP new Maintained Components used in its Customer Maintained Product to be incorporated in the Service. With this new Maintained Component request ("New Maintained Component Request") the Customer must provide the relevant Maintained Component information. The request must be made in due time in advance allowing SAP the incorporation and quality assurance of the Maintained Component information which has to be gathered by SAP in accordance with Section 4.2 (if any).

5.4 Revised Maintained Component Request

If the Customer has new information regarding a Maintained Component deviating from information already provided to SAP, Customer has to provide this new information to SAP by filing a revised component request ("Revised Maintained Component Request"), so that SAP is able to evaluate the consequences on SDS/Supporting Data already delivered by SAP to Customer and to be able to provide Revised SDS/Supporting Data (if required). After having received such a request, SAP will identify the Customer Maintained Products which are affected by the change in the Maintained Component and will provide Revised SDS/Supporting Data for all affected Customer Maintained Products, if required.

5.5 New or Revised Regulations

Within the current Coverage, SAP shall provide Revised SDS/Supporting Data for Maintained Products, if new or revised regulations which are considered by SAP to be Updates necessitate changes to previously delivered SDS/Supporting Data. SAP will actively monitor changes in legislation relevant for SDS/Supporting Data already delivered. No Customer request is required for this action. SAP shall inform the Customer in due time, if regulatory changes are expected to result in a material amount of Revised SDS/Supporting Data to be provided by SAP to the Customer. Material in this context means SAP expects that more than 5% of the SDS/Supporting Data for Customer Maintained Products or Customer Maintained Components will be subject to a revision due to the regulatory change.

6. QUALITY CONTROL BY CUSTOMER

The Customer shall perform a quality check at least two times per Business Year in which a reasonable number of SDS provided by SAP in this Business Year shall be re-assessed by Customer employees or an external supplier, having sufficient expert knowledge for such a re-assessing of the SDS. The result of the quality checks shall be made available to SAP in writing and will be discussed in the Steering Committee, including any decisions about follow up actions in the event of mutually agreed quality deficiencies.

In the event Customer believes that any SDS/Supporting Data provided by SAP contains any defects, the Customer shall inform SAP by using the Customer Support System. To the extent reasonable Customer shall provide a reasoning why Customer believes that SDS/Supporting Data delivered by SAP is defective.

Attachment 2
Support Services

SAP will provide a system for customer support for the Service (the "Customer Support System"). Any questions related to Customer Content being provided and the processing of Customer Content requests shall be initiated by Customer by using this Customer Support System for documentation purposes.

The Customer Support System is provided for the execution of the Customer Content requests and delivery questions including questions which are questioning the correctness of the SDS and Supporting Data delivered by SAP. The Customer Support System shall not be used for any other purposes including any additional explanation regarding the SDS and Supporting Data delivered by SAP to Customer.

1. Customer Competence Center

Customers shall establish an organizational and technical setup to provide internal support and to support the customers of the Customer which shall cover the following aspects:

- (a) Trained and knowledgeable resources with regards to business scenarios and delivered content
- (b) Trained and knowledgeable resources with regards to IT - infrastructure
- (c) Channel, validate and summarize internal requests
- (d) Provide answer to internal requests in case that answer can be provided upon knowledge available at Customer or based upon information which can be derived from own FAQs or other information means provided by SAP such as but not limited to
 - o SAP FAQs
 - o Online tool to track delivery status of an SDS/Supporting Data request
 - o Online tool to ask questions related to delivered content
- (e) In case the Customer Competence Center is not able to answer the request and the scope of the request is part of the SAP Support, Customer Competence Center issues a request to SAP via the Customer Support System in English
- (f) Communication of SAP Support responses within the Customer organization

2. SAP Support

- (a) SAP shall provide support that supplements the SDS/Supporting Data creation and delivery. This supplementing support covers the following aspects:
 - i. For Customer requests SAP provides a standard interface for the exchange messages and information.
 - ii. Trained and knowledgeable resources with regards to business scenarios and delivered content.
 - iii. Trained and knowledgeable resources with regards to IT – infrastructure.
 - iv. Provide answers to Customer Competence Center requests issued by Customer in English.
- (b) SAP will offer support for the following malfunctions of the Service (each an "Incident"):
 - i. Claims of SDS/Supporting Data deficiencies for which Customer needs to provide a rationale including regulatory references and root cause description.
 - ii. Claims of late delivery of SDS/Supporting Data for which Customer needs to provide details with regard to the applicable business scenario and requested SDS/Supporting Data.
 - iii. Issues with regard to the technical infrastructure provided by SAP.

Incidents must be reported by Customer via the help functionality made available by SAP as part of the Service (or any other support channel introduced by SAP). SAP has no obligation to provide support for Incidents resulting from modification of any part of the Service except if made by SAP, or use of the Service in violation of this Agreement or to answer questions about how to use or access specific functions of the Service. The following service levels shall apply:

Incident Priorities	Definition	Support Availability	Support Language	Initial Response Time*
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	Monday to Friday from 9:00 am – 5:00 pm Central European Time (excluding	English	4 hours

	serious losses.	SAP recognized holidays)		
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.			4 hours
Medium	A business transaction does not work as expected with minor consequences for the productive operation.			None
Low	The malfunction has only few or no effects on business transactions.			None

* IRT is the time between the receipt of a Customer Incident message and the initiation of processing by SAP within the Support Availability times.

SAP is entitled to re-assign the priority level of an Incident in the event the priority level assigned by Customer is not consistent with the Incident definition provided above.

3. Delivery Manager

Additionally, SAP will appoint a Delivery Manager to oversee the Customer Support System. Following the Go Live Date, the Delivery Manager becomes the primary SAP contact to the Customer on all Customer Support System matters (for example, delivery schedules and KPI reporting). The Delivery Manager will conduct status meetings with Customer as necessary, monitor invoicing and payments, oversee escalation processes within SAP, etc.

4. Customer Representative

Customer will appoint at least one representative ("Customer Representative") who is empowered to make decisions regarding the Service within the daily operations. The Customer Representative is the recipient of the KPI Reports who accepts or refuses the KPI's submitted in the KPI Reports.

Attachment 3 Service Level Agreements

1. General

SAP shall deliver SDS/Supporting Data to Customer in accordance with terms of this Attachment. For all new SDS/Supporting Data requests the delivery time calculation starts with the workday ("Workday") following the receipt of the Customer request and ends with the delivery of requested SDS/Supporting Data to the Customer via the standard interface. Any time required by SAP to ask Customer for additional Maintained Products information or Maintained Component information and other necessary clarifications until its (complete) receipt of such information shall be excluded from Delivery Time as set forth in Section 2 below. A Workday means a 24 hour day (Central European Time) from Monday to Friday, which is not a public holiday in Germany and/or its states.

If Customer requests for SDS/Supporting Data made according to the Service Description exceed thirty percent (30%) of the contracted number of Maintained Products or Maintained Components when prorated for any one month, SAP reserves the right to provide a modified delivery schedule within a reasonable period.

2. Delivery Times for SDS/Supporting Data Requests

Delivery Time for New and Revised Maintained Product Request: 2 Workdays
Delivery Time for New and Revised Maintained Component Request: 7 Workdays

3. New Maintained Product Request

The delivery time for a new Maintained Product request starts when the Maintained Component information for all Maintained Components of the new Maintained Product is provided to SAP. In the event Maintained Component information for one or more Maintained Components of the new Maintained Product is missing, the delivery time for a New Maintained Product request will be extended by the number of Workdays required to obtain and process the related Maintained Component request(s).

If all required Maintained Products and Maintained Component information is provided, the maximum delivery time for a New Maintained Product Request is 9 Workdays. In the event a new Maintained Component request is made less than 7 Workdays prior to the new Maintained Product request the remaining number of Workdays required to process the new Maintained Component request shall be added to the delivery time of the new Maintained Product request.

4. Revised Maintained Product Request

For a revised Maintained Product request and for an additional Maintained Component request the same delivery times shall apply as for a new Maintained Product request.

5. New Maintained Component Request

SAP will complete a new Maintained Component request from Customer within 7 Workdays after the request is received by SAP. With the completion of the request the Maintained Component shall be available for processing of new Maintained Product requests.

6. Revised Maintained Component Request

The completion of a revised Maintained Component request will be made within the same delivery time as for a new Maintained Component request.

7. Delivery Times in the Event of Regulatory Changes

SAP will implement regulatory changes within the transition periods provided by the respective legislative or (if applicable) administrative body and will provide revised SDS/Supporting Data for any such applicable regulatory changes.

In the event of complex regulatory changes (as determined by SAP) which affect the subsequent processes of Customer or SAP, or if additional information for Maintained Products or Maintained Components is required by SAP to be provided from Customer, SAP will provide a delivery schedule for the implementation of the regulatory change within a reasonable period after the requirements resulting from the regulatory change are adopted and published.

8. Performance KPIs

The performance of the delivery times specified in this Attachment is reported quarterly based on a standard set of KPIs provided by SAP to Customer as stated below. Delivery times are achieved if the following KPIs are met:

KPI based on average values:

- i. KPI: meet the request type delivery times 100 % of the time based on average performance time per request type measured over a rolling three month period.

- ii. KPI Measurement: Calculate on a rolling three month basis the average days for delivery per request type and compare it to the applicable delivery time specified in this Attachment.

KPI based on achieved values:

- i. KPI: not more than 10 % of all requests exceed the specified delivery time per request type measured over a rolling three month period.
- ii. KPI measurement: Calculate on a rolling three month basis the percentage of requests which are not delivered within the applicable delivery times specified in this Attachment.

9. KPI Monitoring and Report

For the monitoring of the applicable SLAs, a quarterly performance report will be provided by SAP to Customer as described in more detail in the Service Description. The KPIs are also included and documented in this Performance Report which will be sent to the Customer at the latest 10 Workdays after the end of the respective quarter for which it is provided. All requests for credits specified in this Attachment must be made within 10 calendar days after receipt of the Performance Report by Customer and must be made in writing to SAP by providing an explanation for the request for credits.

10. Breach of KPI's by SAP

Should SAP fail to achieve the KPIs specified in Section 8 more than two times within one rolling three month period, Customer shall have the right to receive a credit equal to two percent (2%) of its subscription fees for the Service for that period, for each one percent (1%) (or portion thereof) by which SAP fails to achieve such level, up to one hundred percent (100%) of the fees for such period. This is Customer's sole and exclusive remedy for any breach of this service level warranty; provided however, that should SAP fail to achieve such KPIs more than twice in each of two (2) consecutive three calendar month periods, Customer shall have the right to terminate the Agreement for cause, in which case SAP will refund to Customer any prepaid fees for the remainder of its subscription term after the date of termination.