



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 Documentation 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 ("SDS") 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.

"Connection Option" means either a direct interface connection between the Service and Customer's on-premise EHS system or the SAP ERD Portal, as selected by the Customer.

2. Use of Service

- (a) This Service is comprised of the creation and delivery by SAP of specific content for chemical products, including any required subsequent updates within the term of this Agreement, ("SAP ERD Content") in accordance with the Service Description attached as Attachment 1 to this Supplement. Customer may purchase a separate subscription to either Safety Data Sheets or Component Data, or both, as part of the Service. The Service also includes an optional SAP ERD Portal for use in connecting the Service to Customer's on-premise SAP EHS system.
- (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 SAP ERD Content once delivered by SAP. Upon termination or expiration of the Order Form, Customer will not receive any updated or new SAP ERD Content, but will be entitled to further make use of the SAP ERD Content that was delivered by SAP prior to termination or expiration. Customer acknowledges that failure to use the most current version of the SAP ERD Content 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 or other alterations of the SAP ERD Content or the use of outdated SAP ERD Content 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 a Connection Option 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 (as defined in Attachment 1) is required. The Initial Project is the preparation of the Customer's systems and/or data for connection to the Service for use by Customer. The Initial Project is not part of the 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 SAP ERD Content is created and 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 SAP ERD Content creation and update 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 connected to the Service. 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 SAP ERD Content not made by SAP; (c) changes in Customer Content of which SAP is not notified; and (d) use of SAP ERD Content 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 chemical 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 ("Proprietary Material"), 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.
 - (e) Data provided under the Order Form from certain publications by public authorities is passed through to the Customer on a free of charge basis.
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 OnDemand
Service Description

1. GENERAL DESCRIPTION

This document describes additional details of SAP EHS Regulatory Documentation OnDemand.

2. SERVICE DESCRIPTION

2.1 Precondition for SAP ERD Content provision

The service provisioned hereunder requires a successfully completed initial project ("Initial Project") in which the Customer IT-System and/or data is prepared for the SAP ERD Content provisioned by SAP and the connection to the SAP IT-System on which the SAP ERD Content is generated. The Initial Project will be conducted under separate services Agreement and is subject to separate fees.

2.2 Provision of SAP ERD Content

SAP ERD Content may be subscribed to by a Customer by choosing one of the two following options:

2.2.1 SAP ERD Product SDS Management

Selection of SAP ERD Product SDS Management requires the subscription of SAP ERD Component Management described in section 2.2.2.

If SAP ERD Product SDS Management is subscribed to by Customer, SAP shall provide to Customer SAP ERD Content consisting of SDS and supporting data ("Supporting Data") during the term of the Agreement.

The SDS for the Customer Maintained Products shall be provided by SAP to the Customer in a format based on the Connection Option selected. Upon request of the Customer, SAP shall provide SDS for a Maintained Product of the Customer, which requires an SDS based on the 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 SDS authoring policy is subject to changes by SAP and forms part of the most current Documentation.

In addition to the SDS, the Service consists of the provision of Supporting Data consisting of information to support subsequent processes of the Customer such as labeling or dangerous goods transportation 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 in a format based on the Connection Option selected by Customer, as described in more detail in the Documentation, including

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

2.2.2 SAP ERD Component Management

SAP ERD Component Management may be subscribed to by Customer without the inclusion of SAP ERD Product SDS Management.

If Customer subscribes to SAP ERD Component Management, SAP shall provide to Customer during the term of the Agreement SAP ERD Content consisting of component level data ("Component Data") in a format based on the Connection Option selected by Customer, as described in more detail in the Documentation, including

- i. Classification of a Maintained Component
- ii. component related hazard data

Upon request of the Customer SAP shall provide the Component Data for a Maintained Component of the Customer based on the applicable law for the countries as requested by the Customer. The Component Data will be created based on the applicable legislation in accordance with the most current component data management policy of SAP. The component data management policy is subject to changes and forms part of the most current Documentation.

2.2.3 Subscription for provision of updated SAP ERD Content

The Service includes the provision of updates of SAP ERD Content already delivered in accordance with Sections 2.1.1 and 2.1.2 of this Attachment 1. With the initial provision of SAP ERD Content by SAP the subscription for

that delivered SAP ERD Content becomes active. During the period starting with the initial SAP ERD Content delivery for a Customer Maintained Product and/or Maintained Component by SAP and ending with the termination of the Agreement, SAP shall provide updated SAP ERD Content to the Customer, if this is required based on changes to applicable law and in the event of SAP ERD Product SDS Management also in the event of changes in the composition of a Maintained Product. Depending on the applicable business process, the provision of updated SAP ERD Content may require a request of the Customer to trigger the process. Updated SAP ERD Content includes the provision of additional SAP ERD Content ("Additional SAP ERD Content") within the term of the Agreement as requested by the Customer. The Customer may only terminate the subscription for SAP ERD Content for a Maintained Product and/or Maintained Component for which SAP already has made an initial SAP ERD Content delivery, if the Customer provides documentation that the Customer (including its Affiliates) is not producing or selling the Maintained Product or producing or using the Maintained Component anymore. In order to terminate the subscription for a SAP ERD Content as described in the previous sentence, Customer must notify SAP via the selected Connection Option of that fact and SAP shall make a determination if such termination is permitted. If SAP makes such a determination, SAP will stop providing updated SAP ERD Content for the respective Customer Maintained Product and/or Maintained Component. 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 and/or Maintained Components as specified in this Section.

2.3 Coverage

Any SAP ERD Content provisioned by SAP according to section 2.2 shall be subject to the following coverage ("Coverage"):

- i. SAP ERD Content shall be provided to the extent the countries, languages and regulatory lists are covered by this Service. Details are provided in the current Documentation. SAP ERD Content cannot be provided for any logistics, transportation or other documents outside the SDS creation, however, Customer may make use of the delivered SAP ERD Content for these processes; and
- ii. SAP ERD Content shall be provided for the business scenarios described in section 5 of this Attachment 1, for SAP ERD Component Management only the business scenarios in section 5.3 to 5.6 are supported; and
- iii. SAP ERD Content 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 SAP ERD Content 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.

2.4 SAP ERD Content Delivery

The format of and medium of SAP ERD Content delivery and the exchange of the information necessary for this Service between SAP and the Customer are made on the basis of the selected Connection Option standards provided by SAP. SAP shall provide the SAP ERD Content and its Updates to the Customer in a format and medium in accordance with the documentation for the Connection Option. The same shall apply for any information to be provided by Customer to SAP. The parties acknowledge that the standards are subject to changes.

SAP may adapt the Connection Option standards 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 Connection Option standards 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 SAP ERD Content (if the SAP ERD Content 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 and the SAP IT-System based on the Connection Option documentation provided by SAP must be established and must work correctly to allow the delivery of Maintained Product

information and/or Maintained Component information from Customer to SAP as well as the delivery of the SAP ERD Content 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/or 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 SAP ERD Content provision can be distinguished between Maintained Products information and Maintained Component information. Customer shall provide SAP with its initial SAP ERD Content request and in the event of any new findings throughout the term of this Agreement, any Maintained Products information and/or Maintained Component information in its possession for the Customer Maintained Products and Maintained Components 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 using the business scenario described in section 5.5.

The degree of information required for SAP ERD Content delivery by SAP mainly depends on the regulations which apply to the SAP ERD Content requested by the Customer and which may differ from one country to another even for the same Customer Maintained Product or Maintained Component.

The extent of Maintained Product 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 Connection Option selected.

The correctness and completeness of the SAP ERD Content delivered by SAP is directly and largely dependent upon the correctness and completeness of the Maintained Products information and/or Maintained Component information provided by the Customer. SAP relies on the Maintained Products information and/or 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 and/or Maintained Component information received. Incorrect or incomplete information by the Customer may 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 or Supplier Raw Material information in publicly available sources (the choice of sources being in the sole discretion of SAP) and will add such information (if any) to the Maintained Component or Supplier Raw Material information provided by the Customer. This section does not apply for Proprietary Material.

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 SAP ERD Content 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 SAP ERD Content on this information basis, or Customer may add or change any Maintained Products information or Maintained Component information and request from SAP the SAP ERD Content 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 SAP ERD Content. 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 SAP ERD Content 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 updated SAP ERD Content by using a revised product request ("Revised Maintained Products Request") upon which SAP will assess the changed Maintained Products information and will provide the updated SAP ERD Content, if this should be necessary based on applicable law.

As part of the Revised Maintained Products Request, Customer may also request Additional SAP ERD Content if Customer in its initial request for a Customer Maintained Product has not requested the maximum SAP ERD Content possible according to the current Coverage. 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 SAP ERD Content request.

5.3 New Maintained Component Request

Customer may request from SAP new Maintained Components. 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 SAP ERD Content, already delivered by SAP to Customer and to be able to provide updated SAP ERD Content (if required). After having received such a request, SAP will update the Maintained Component and provide updated SAP ERD Content. In the event Customer has a subscription to SAP ERD Product SDS Management, SAP will also identify the Customer Maintained Products which are affected by the change in the Maintained Component and will provide updated SAP ERD Content for all affected Customer Maintained Products, if required.

5.5 Raw Material Provision

The Customer may request from SAP Raw Material management which is a sub-category of Maintained Component. With this Raw Material management request ("Raw Material Management Request") the Customer must provide the relevant Raw Material information in accordance with the Documentation. 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). This is also required in the event the Customer receives an update of respective Supplier Raw Material information from its suppliers.

5.6 New or Revised Regulations

Within the current Coverage, SAP shall provide updated SAP ERD Content, if new or revised regulations which are considered by SAP to be Updates necessitate changes to previously delivered SAP ERD Content. SAP will actively monitor changes in legislation relevant for SAP ERD Content 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 updated SAP ERD Content to be provided by SAP to the Customer. Material in this context means SAP expects that more than 5% of the SAP ERD Content for Customer Maintained Products or Maintained Components will be subject to a revision due to the regulatory change.

6. QUALITY CONTROL BY CUSTOMER

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 SAP ERD Content 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 SAP ERD Content 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 SAP ERD Content delivered by SAP. The Customer Support System shall not be used for any other purposes including any additional explanation regarding the SAP ERD Content delivered by SAP to Customer.

1. Customer Competence Center

Customer 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
 - i. SAP FAQs
 - ii. Online tool to track delivery status of an SAP ERD Content request
 - iii. 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 shall issue 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 SAP ERD Content creation and delivery. This supplementing support covers the following aspects:
 - i. For Customer requests SAP provides a Connection Option 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 SAP ERD Content deficiencies for which Customer needs to provide a rationale including regulatory references and root cause description.
 - ii. Claims of late delivery of SAP ERD Content for which Customer needs to provide details with regard to the applicable business scenario and requested SAP ERD Content.
 - 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	Monday to	English	4 hours

	consequences for major business transactions and urgent work cannot be performed. The Incident requires immediate attention because the malfunction can cause serious losses.	Friday from 9:00 am – 5:00 pm Central European Time (excluding 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 SAP ERD Content to Customer in accordance with terms of this Attachment. For all new SAP ERD Content requests the delivery time calculation starts with the SAP workday ("Workday") following the receipt of the Customer request and ends with the delivery of requested SAP ERD Content to the Customer via the Connection Option selected. 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 SAP ERD Content 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 SAP ERD Content 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 updated SAP ERD Content 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 failure to achieve the KPIs.