SAP Product Safety OnDemand
Supplemental Terms and Conditions

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

1. Infrastructure, ERP Integration

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

2. Substances and Named Users

   (a) Fees set forth in the Order Form are based in part on the number of substances which are maintained by Customer in the Service ("Substances"). SAP may audit Customer's Substances on a quarterly basis, and the results of such audit may be used by SAP as the basis to increase the invoiced fees in accordance with this Section 2(a).
   (b) Customer may have a maximum of twenty (20) Named Users access and use the Service and may add additional Named Users during the term by providing SAP with the information required to create new Named User accounts.
   (c) Customer may maintain a maximum of ten thousand (10,000) Substances in the Service.

3. Customer Obligations and Prerequisites

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

Prerequisites

- Customer must use an SAP ERP on premise release which is in SAP mainstream maintenance.
- Customer's SAP ERP on premise installation must be on the most current service pack revision level.
- Customer has or has built a functional and continuously monitored ALE/IDOC/RFC infrastructure in Customer's SAP ERP on premise installation.
- Customer must integrate exactly one SAP ERP on premise productive system and client with the Service Infrastructure.

Obligations

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

Conditions

- Customer may use the Service with or without the SAP EHS Management-Product Safety standard functionality for Substance Volume Tracking for the REACH regulation. A separate flat annual fee will be invoiced by SAP if licensed by Customer under an Order Form.
- Customer must license at least one EHS Content regional package (EMEA, Americas and Asia-Pacific). During the term of the Order Form, Customer may add additional regional packages according to the fees as listed in the Order Form, but may not reduce the number of regional packages during the term stated on the Order Form.

4. End of Term Data Transfer

(a) Customer-licensed data and documents (Substance data and EHS reports, excluding EHS Content): SAP will transfer any and all Customer Data stored in the Service upon the effective termination or expiration date on readable data media. The related efforts of SAP in this context will be charged as time & material consulting services under a mutually agreeable statement of work at SAP's then price list.

(b) SAP EHS Regulatory Content:
Unless Customer orders the SAP EHS Regulatory Content OnDemand from SAP under a new Order Form, Customer has no right to use EHS Content beyond the end of the term identified in the Order Form, provided however that SAP will furnish to Customer a copy of the regulatory phrases, list Substances and UN-list Substances in use at the end of the Service term. The related efforts of SAP in this context will be charged as time & material consulting services under a mutually agreeable statement of work at SAP's then current price list.

(c) Software SAP EHS Management-Product Safety:
Customer has no right to use the SAP EHS Software beyond the end of the term identified in the Order Form. Customer can acquire SAP's EHS Software through a software license contract with SAP according to the then current terms and conditions.