SAP Data Enrichment and Classification 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 Data Enrichment and Classification OnDemand. SAP Data Enrichment and Classification 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 Data Enrichment and Classification OnDemand and not to any other SAP product or service.

1. In using the Service, Customer will provide SAP certain business information concerning the Customer, its suppliers and/or its customers ("Customer Content"). SAP may use this Customer Content to provide the Service, including any additional services set forth in an Order Form. Customer acknowledges that SAP may retain the Customer Content for a period of up to eighteen (18) months following termination or expiration of the applicable Order Form, unless Customer expressly requests return of the Customer Content in writing. SAP may make available to Customer through the Service certain content that is proprietary to third party vendors. Use of some of this content may require Customer to enter into separate agreement terms with the applicable third party vendor and SAP will advise Customer when this is required. All third party content that is provided as part of the Service must only be used in conjunction with the Service. Customer may not make copies of all or part of the third party content except as expressly permitted by this Agreement. Use of third party content provided as part of the Service is subject to the terms in Attachment 1 to this Supplement.

2. SAP may perform off-line back-ups of the Service resulting in the unavailability of the Service. SAP shall endeavor to limit the number and length of such periods of unavailability. Further, such off-line back-ups may result in loss of Customer Data including reports and user creation data. SAP assumes no liability for the loss of such data in performing off-line back-ups. SAP has no obligation to monitor the Service in a manner that allows SAP to detect events or circumstance that could lead to the Service being unavailable. Customer acknowledges that SAP makes no warranty as to the level of availability of the Service and section 3.3 of the General Terms and Conditions for SAP Cloud Services shall not apply to this Service.

3. Spend Volume

(a) During the term set forth on the Order Form, Customer may have an unlimited number of Named Users access the Service. The fees for the Service are based on Spend Volume. Spend Volume means the total amount of a legal entity's annual expenditure for the procurement of all direct and indirect goods and services. In order for Affiliates of Customer to be permitted to use the Service, Customer must license the aggregate Spend Volume in Customer's legal entity and each Affiliate for which it will grant access to the Service, or for which Spend Volume will be processed.

(b) Customer warrants that the Spend Volume licensed under the Order Form accurately reflects the aggregate Spend Volume of Customer's legal entity and the legal entity of each Affiliate using the Service or for which Spend Volume will be processed. Further, Customer shall without undue delay report Spend Volume in excess of the Spend Volume licensed under the Order Form 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 this 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 or have its Spend Volume processed through 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.

(c) Without limiting Customer's obligations under Section 3(b), Customer may add additional Spend Volume during the Initial Term as defined in the applicable Order Form or any Renewal Term by executing an addendum to the Order Form. The term of each addendum shall be co-terminus with the then-current term of the Order Form irrespective of the effective date of such addendum. The term discount applicable to such additional Spend Volume (if any) will be based on the remaining portion of the then-current term. Upon renewal of the Order Form, the term for all Spend Volume added to the Order Form prior to renewal shall be the same as specified in the Order Form, unless the parties agree to extend the term in the addendum.

4. Customer may license test tenants that are described on the Site (each a "Test Tenant"). No more than fifty (50) Named Users may access a single Test Tenant. Use of the Test Tenant is limited to an aggregate of 10,000 records. Customer is entitled to utilize such Test Tenants for non-productive testing and evaluation in accordance with the Documentation. The Support Services Exhibit 1 attached to the General Terms and Conditions for SAP Cloud Services shall not apply to any such non-productive system.

5. Customer Obligations and Prerequisites

(a) Customer shall fulfill the prerequisites and customer requirements listed on the Site or made available in release notes throughout the term of the Order Form.

6. If Customer elects to have additional services provided by a third party, SAP shall have no liability for any defect or failure of the Service caused by such third-party services, and Customer shall not be entitled to any reduction in fees for the Service. Prior to allowing any third party services provider to access the Service, Customer shall have such third party services provider execute a confidentiality agreement no less restrictive than that which is in place between SAP and Customer. SAP may deny access to the Service to any third party which SAP determines in its sole discretion poses a security risk or other risk to SAP systems, data or intellectual property. Customer remains liable to SAP for any acts or omissions of any third party accessing the Service under Customer's account. Customer acknowledges that in performing additional services, there is a risk that Customer Data will be lost or inadvertently shared with third parties. SAP assumes no responsibility for the acts or omissions of third party service providers, including loss or disclosure of Customer Data resulting from the acts or omissions of such third party services providers.

Attachment 1 to
SAP Data Enrichment and Classification OnDemand Supplemental Terms and Conditions

Third Party Terms

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, except as expressly permitted in the Agreement. You agree that you will not duplicate any Data in any form or manner whatsoever, except as expressly permitted in the Agreement. 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 provider's 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 in your possession or control, unless you are otherwise instructed by SAP; and upon request, provide the third party provider(s) with certification thereof.