



SAP Service Description

Custom Development Support Services

SAP is offering Custom Development Support Services for Features which have been developed and delivered by SAP under Custom Development Services pursuant to an Order Form.

1. DEFINITIONS

Base Software: the SAP Software defined in the Scope Document of the respective Custom Development Services upon which the installation and the use of the Features depend/operate. Base Software is not licensed under Custom Development Support Services and must be acquired separately.

Base Support Agreement: the agreement for support services that is in force for the Base Software between Customer and SAP.

Conflict Resolution Service for SSP & SSS: Conflict Resolution Service for SAP Support Packages (<http://support.sap.com/software/patches.html>) and SAP Support Stacks (<http://support.sap.com/sp-stacks>).

Customer Communication Point: a certified Customer Center of Expertise (“Customer COE”), or a certified Customer Competence Center (“CCC”), or those Customer’s employees entitled to request Custom Development Support Services. For the Customer COE, or the CCC, the relevant terms and conditions of the Base Support Agreement apply. If no Customer COE or CCC is available, Customer’s employees entitled to request Custom Development Support Services must be made known in writing by Customer to SAP.

Features: the SAP software functionality developed and provided as part of the respective Custom Development Services.

Source Code: the technical development of the Features delivered under the respective Custom Development Services.

Production System: means a live system on which the Features are installed, that is used for normal business operations, and where Customer’s data is recorded.

2. SERVICE APPROACH

For Custom Development Support Services, there are two alternatives: Project Support Large Enterprise and Project Support Full Edition.

Project Support Large Enterprise is only available to Customers with PSLE Support (SAP Product Support for Large Enterprises) for their SAP system landscape. It includes the following:

- a. Message Handling
- b. Conflict Resolution Service for SSP & SSS
- c. Conflict Resolution Service for SAP Enhancement Packages
- d. Code Analysis
- e. Features Improvement

Project Support Full Edition is only available to Customers with SAP Standard Support or SAP Enterprise Support for their SAP system landscape. It includes the services mentioned for the Project Support Large Enterprise and also includes the following:

- f. Support Services Delivery Management

Details regarding the services a, b, c, d, e and f are set out in section 3.2.

3. CUSTOM DEVELOPMENT SUPPORT SERVICES

3.1 **General Provisions**

- 3.1.1 All Custom Development Support Services will be provided for Features only. All other SAP Software purchased by Customer is explicitly excluded from the Custom Development Support Services provided by SAP hereunder.

- 3.1.2 Custom Development Support Services will be provided only for the most recent version of the Features. The Customer must ensure that all Custom Development Support Services (such as coding corrections, patches, etc.) provided by SAP hereunder are duly applied to the Features.
- 3.1.3 In case the Features have been developed on Customer's systems, the Custom Development Support Services hereunder will be provided on the Customer's non-Production System on which the Features were provided to the Customer. For reasonable cause and taking into consideration all other prerequisites of Custom Development Support Services, Customer may request and SAP may agree to provide the Custom Development Support Services on a different Customer's non-Production System to the one mentioned above.
- For the avoidance of doubt, it is always the Customer's sole responsibility to apply the provided Custom Development Support Services to its Production Systems.
- 3.1.4 Custom Development Support Services for the Features will be provided for the release of the Base Software and the IT environment, as defined in the Scope Document of the respective Custom Development Services and/or in any associated documents. Customer may be required to upgrade to more recent versions of its operating systems and databases to receive Custom Development Support Services.
- 3.1.5 Custom Development Support Services are provided only during the Local Office Time as stated in the respective Order Form, and exclusively to the Customer Communication Point which must support each installation of the Features covered by the respective Order Form.

3.2 **Scope of the Custom Development Support Services**

SAP offers the following Custom Development Support Services for the Features delivered under the respective Custom Development Services:

3.2.1 Message Handling

When Customer reports malfunctions, SAP supports Customer by providing information on how to remedy, avoid or bypass such malfunctions. The main channel for such support will be the support infrastructure provided by SAP. Customer may send a support message at any time. Persons involved in the support message solving process can access the status of the support message at any time.

SAP will provide:

1. Support Message Handling for problems related to the Features.
2. Coding corrections or patches (such as an altered program not reproducing the referenced malfunction), workaround solutions, or action plans.
3. In case the Features have not been developed on Customer's system, SAP may provide support packages for the Features (correction packages to reduce the effort of implementing single corrections or changes to existing functionality).

3.2.2 Conflict Resolution Service for SSP & SSS

1. To allow ongoing compatibility of the Features with the Base Software, Customer may request SAP to: (i) investigate possible conflicts between the Features and subsequent SAP Support Packages and SAP Support Stacks, that are made available for the Base Software, and (ii) to provide options and / or resolutions on how to rectify or avoid any compatibility conflicts identified by the Conflict Resolution Service – SSP & SSS.
2. To request such Conflict Resolution Service for SSP & SSS, Customer shall inform SAP in writing eight (8) weeks in advance. In case the Features have been developed on Customer's system, Customer shall apply, in advance of the Conflict Resolution Service for SSP & SSS, the respective SAP Support Package or SAP Support Stack on the non-Production System on which the Conflict Resolution Service for SSP & SSS is to be performed.

3.2.3 Conflict Resolution Service for SAP Enhancement Packages

1. To allow ongoing compatibility of the Features with the Base Software, Customer may request SAP to: (i) investigate possible compatibility conflicts between the Features and subsequent SAP Enhancement Packages, that are made available for the Base Software, and (ii) provide options and/or resolutions on how to rectify or avoid any compatibility conflicts identified by the Conflict Resolution Service for SAP Enhancement Packages.
2. To request such Conflict Resolution Service for SAP Enhancement Packages, Customer shall inform SAP in writing twelve (12) weeks in advance. In case the Features have been developed on Customer's system, Customer shall apply, in advance of the Conflict Resolution Service for SAP Enhancement Packages, the

respective SAP Enhancement Package on the non-Production System on which Conflict Resolution Service for SAP Enhancement Packages is to be performed.

3. Customer is entitled to receive the Conflict Resolution Service for SAP Enhancement Packages beginning 6 months after the start of the Custom Development Support Services.

3.2.4 Code Analysis

Once a year SAP and Customer will discuss the option to perform a Code Analysis. Prior to the Code Analysis session, the details, such as the timing, exact type and priorities of a Code Analysis, as well as the tasks of SAP and cooperation duties of Customer, shall be mutually agreed upon between the parties.

The Code Analysis will be carried out on portions of the Source Code which are jointly agreed with Customer.

During Code Analysis, SAP will perform the following tasks:

- Static Code checks using tools provided by the corresponding development environment (e.g., SAP Code Inspector (SCI) checks for ABAP Source Code)
- Identification and Documentation of:
 - ABAP code compatibility check for SAP HANA Database with SCI
 - Message trends and respective analysis
 - List of enhancements (e.g. User Exits, BADls, Appends, Implicit and Explicit Enhancement Spots) listed by SAP Custom Code Analysis Applications tool for ABAP
 - Obsolete ABAP constructs (e.g. listed by SCI)
 - Adoptions of new frameworks (e.g. Business Rules Framework (BRF +)), if applicable
 - Potential to re-use existing standard Application Programming Interfaces (APIs), if applicable.

At the end of a Code Analysis session, SAP will review the results with Customer. Any follow-up activities that go beyond the scope of the Custom Development Support Services have to be agreed separately between the parties.

SAP expressly states that all or part of the Code Analysis session may be delivered by a certified SAP partner acting as SAP's subcontractor. Customer agrees to provide appropriate resources, including but not limited to equipment, data, information, and appropriate and cooperative personnel, to facilitate the delivery of Code Analysis hereunder.

Customer is entitled to receive a Code Analysis session once per calendar year beginning 12 months after the start of the Custom Development Support Services. Such Code Analysis session needs to be used in any current calendar year and cannot be carried over into the following calendar year.

3.2.5 Features Improvement

Features Improvement is designed to help Customer receiving Custom Development Support Services to address improvements to the Features delivered by SAP in the respective Custom Development Services. Customer has to submit a requirements document to SAP clearly outlining the requirement for a Features Improvement. Upon receipt of the request, SAP will begin to analyze the requirement and will within a reasonable period of time inform Customer if the Features Improvement can be executed taking into consideration the restrictions outlined below. In case the Features Improvement can be executed, SAP will provide a solution proposal including an effort estimate (commonly referred to as Realization Proposal) to adapt the Features. Customer will inform SAP in writing within 10 working days about acceptance or rejection of the Realization Proposal. Upon Customer's acceptance of the Realization Proposal, SAP will realize the Features Improvement. After completion, SAP will inform Customer about its readiness and the total effort spent which will be deducted from the contingent as specified below for Features Improvement. A Features Improvement is deemed accepted upon its performance or delivery.

Customer is entitled to order a maximum number of days for Features Improvement(s) per calendar year as specified in the respective Order Form. The maximum number of days is equivalent to 10% of the annual fee of the Custom Development Support Service, and may in no case exceed 250 days. The total number of days needs to be used in any current calendar year and cannot be carried over into the following calendar year. Unused days do not lead to any claims, particularly no reimbursement claims, on the side of the Customer.

SAP shall agree with the Customer the timeframe for analyzing a request and presenting a Realization Proposal prior to commencing any activities. The Realization Proposal will include an indicative timeline for delivery of the Feature Improvement which will take account of resource availability and existing delivery commitments. Once the Customer has accepted the Realization Proposal, SAP will start activities and realize the Feature Improvement in a timely manner.

Customer understands the following restrictions and accepts that SAP may reject a request submitted by Customer if:

- (i) the request is not related to the delivered Features; or
- (ii) it cannot be realized due to technical or other implications; or
- (iii) it exceeds the remaining number of days for Features Improvement in the current calendar year; or
- (iv) it exceeds the reasonable delivery capacity of SAP's internal support team for the remaining period of time in the current calendar year.

For the avoidance of doubt, for any request submitted by Customer that goes beyond the scope of Feature Improvements as defined herein, SAP and Customer may negotiate a separate agreement.

3.2.6 Support Services Delivery Management

SAP will nominate a Support Services Delivery Manager who will perform the following tasks:

- Serve as a single point of contact for Customer related to Custom Development Support Services and plan Custom Development Support Services activities.
- Set up and manage the Customer's message component and associated message queue(s).
- Manage SAP's internal support team assigned to provide Custom Development Support Services under the Order Form.
- Provide periodic status on topics related to Custom Development Support Services (e.g. report on Customer's support messages; provide status on Custom Development Support Services).
- Plan jointly with the Customer upcoming events (e.g. rollouts, go lives, etc.) that may impact the Features developed under the respective Custom Development Services.
- Discuss the impact of future implementation roadmap strategy of the Customer on the Features developed under the respective Custom Development Services.
- Discuss with Customer how to address messages that cannot be categorized as a defect with respect to the Features developed under the respective Custom Development Services.

3.3 Support Backbone

Support Backbone consists of the following:

- 3.3.1 SAP Service Marketplace or the then current support infrastructure, which SAP makes available for its partners and customers.
- 3.3.2 SAP Notes on the SAP Service Marketplace, which describe software malfunctions and contain the information on how to remedy, avoid and/or bypass such malfunctions. The SAP Service Marketplace also contains SAP Notes created by third parties that have not been released by SAP. Customer is responsible for reviewing all Notes for plausibility before using them in any live operation or Production System.
- 3.3.3 SAP Note Assistant is a tool to install specific corrections and improvements to certain SAP components.

4. PRECONDITIONS

- 4.1 It is a prerequisite for the provision of the Custom Development Support Services that a Base Support Agreement is in force for the Base Software and that Customer is current on its support fee payments under the Base Support Agreement.
- 4.2 In order to receive the Custom Development Support Services as described herein, Customer shall fulfill the following requirements:
 - 1. Continue to pay all fees in accordance with the respective Custom Development Support Services and Base Support Agreement.
 - 2. Otherwise fulfill its obligations hereunder as well as those contained for Custom Development Support Services in the respective Order Form, and those of the Base Support Agreement.
 - 3. Provide and maintain remote access via a technical standard procedure as defined by SAP and grant SAP all necessary authorizations, in particular for problem analysis as part of message handling. Customer shall grant such remote access without restriction regarding the nationality of the SAP employee(s) who process support messages or the country in which they are located. Customer acknowledges that failure to grant

access may lead to delays in message handling and the provision of corrections, or may render SAP unable to provide help in an efficient manner.

4. The necessary software components must be installed for the Custom Development Support Services. For more details, see SAP Note 91488.
5. All support messages shall be transmitted to SAP, via the then current SAP support infrastructure made available to Customer by SAP from time to time, using the message-component as defined by SAP for the applicable Features. Customer will be notified of the message-component in writing upon acceptance of the Features. Customer's failure to assign a support message concerning the Features to the correct message-component may delay SAP's response to the support message.
6. Support messages must be in English. If Customer does not comply with this obligation, Customer understands and acknowledges that SAP will have to translate them into English before SAP can work on them.
7. In the support message, Customer shall describe how the defect manifests and, in some cases, Customer may have to demonstrate the defect. Customer shall help SAP analyze the defect and shall support SAP in providing the Custom Development Support Services. For these tasks Customer shall deploy Customer's own employees if necessary.
8. Customer shall make available to SAP all documents concerning any alterations and enhancements (e.g. Modifications or Add-Ons) made by or for the Customer that may help in the analysis of the defect. Customer shall also keep suitable and up-to-date records of those alterations and enhancements, and give SAP access to them when necessary.
9. Unless otherwise stated herein, and under the condition that an SAP Solution Manager Enterprise Edition is available to Customer under the Base Support Agreement, the SAP Solution Manager Enterprise Edition will be used for the delivery of all Custom Development Support Services. Under Custom Development Support Services, the right to use SAP Solution Manager Enterprise Edition is limited only to the Features, and is subject to the pertinent terms and conditions of the Base Support Agreement. Therefore, Customer shall fulfill the following obligations:
 1. Have installed, configured and be using productively an SAP Solution Manager Enterprise Edition Software system, with the latest patch levels for Basis, ABAP and the latest SAP Solution Manager Enterprise Edition support packages in accordance with the terms and conditions of the Base Support Agreement.
 2. Establish a connection between Customer's SAP Solution Manager Enterprise Edition and SAP, and a connection between the Features and Customer's SAP Solution Manager Enterprise Edition. Customer shall maintain the solution landscape in Customer's SAP Solution Manager Enterprise Edition for all Production Systems and systems connected to the Production Systems. Customer shall maintain the Base Software and the Features in Customer's SAP Solution Manager Enterprise Edition at least for the Production Systems. Customer shall document any implementation or upgrade projects in Customer's SAP Solution Manager Enterprise Edition.
 3. To fully enable and activate the SAP Solution Manager Enterprise Edition, Customer shall adhere to the applicable documentation.
10. In the event an SAP Solution Manager Enterprise Edition is not available to Customer under the Base Support Agreement, Customer shall provide SAP, without undue delay, written notice of each installation of the Features (i.e. at least type/model and serial number and location of each computer on which the Features are installed). Such notice is to be sent to the respective SAP contract department.
11. Customer undertakes to inform SAP, without undue delay, of any changes to Customer's installations on which the Features were installed and all other information relevant to the use of the Features.
12. SAP shall be entitled to periodically monitor: (i) the correctness of the information provided by the Customer, and (ii) that Customer's use of the Solution Manager Enterprise Edition is in accordance with the rights, duties, and restrictions set out hereunder and in the respective Order Form.

5. TERM AND TERMINATION

- 5.1 Custom Development Support Services begin with last acceptance of the Features delivered under the respective Custom Development Services and will be provided until the end of the following calendar year (“Initial Term”). After the Initial Term, Custom Development Support Services shall renew at the beginning of each calendar year for the subsequent one year period (each a “Renewal Term”).
- 5.2 Custom Development Support Services always extend to the full scope of the Features as delivered by SAP under the respective Custom Development Services; Customer must always have the respective Custom Development Services fully covered by the Custom Development Support Services (especially all Features, all partial deliveries) or must terminate Custom Development Support Services completely. Partial termination is not permitted.
- 5.3 Custom Development Support Services may be terminated by either party with three (3) months’ written notice prior to the end of the Initial Term and of each Renewal Term. Notwithstanding the foregoing, SAP may especially terminate the Custom Development Support Services after one (1) month’s written notice to Customer of Customer’s failure to pay Custom Development Support Services fees due under the respective Order Form.
- 5.4 Notwithstanding the foregoing, Custom Development Support Services will end automatically on the same date as Mainstream Maintenance or Extended Maintenance (provided Customer has subscribed to Extended Maintenance) (as such terms are defined in SAP’s Release Strategy Document at <https://support.sap.com/releasestrategy>) for the Base Software ends.