

Service Description

Data Management Services

Customer is undertaking activities utilizing SAP Software. Customer is responsible for the process, scope, costs, resources and targeted solutions of Customer's project, program or other activities ("Customer's Project" or "Project").

SAP will provide Services to assist the Customer with Customer's Project as further defined in the Order Form or the Scope Document.

1. Definitions

Capitalized terms in this Service Description but not defined in this section have their meaning defined in the General Terms and Conditions (or alternatively the governing terms and conditions or agreement as set forth in the Order Form or Scope Document).

1. **On Premise:** SAP solution hosted on servers owned and managed by the Customer or its nominated service providers, and located at the Customer's or the Customer's service provider's own facilities.
2. **SAP Best Practices:** SAP's predefined business processes, configuration content and documentation for SAP Software. SAP Best Practices may be used as the basis for SAP implementation activities.
3. **Rapid-Deployment Solution:** packaged content that provides a predefined scope, delivery approach and SAP Best Practices business processes and configuration to accelerate the deployment of SAP software.
4. **Engineered Service:** a service delivered by SAP that has a predefined scope, delivery approach and accelerators.
5. **SAP Activate:** a standard SAP methodology used for SAP projects.
6. **Assemble to Order (A2O):** an implementation approach that utilizes a pre-assembled baseline system comprised of SAP Best Practices and/or other implementation accelerators such as SAP Rapid-Deployment Solutions or Engineered Services to perform scope validation and delta scoping activities.
7. **Developments:** changes or extensions to standard SAP Software source code and development objects.
8. **Data Conversion:** in the context of Data Management Services, Data Conversion refers to changing existing data within one SAP system, usually directly on table and field level.
9. **Data Migration:** in the context of Data Management Services, Data Migration refers to transferring data between SAP systems or from a legacy system into an SAP system.
10. **Data Transformation:** the transformation of data within one system or between systems, by means of data conversion or data migration. Data Transformation may also comprise the deletion of data.
11. **Sandbox Environment:** in the context of Data Management Services, Sandbox Environment refers to a temporary SAP system environment used to run transformation trial runs and business process tests.
12. **Development Environment:** a SAP system environment in which initial configuration and build activities are completed. Implementation work undertaken in a Development Environment would be transported to a Quality Assurance Environment or Production Environment.
13. **Quality Assurance Environment:** a SAP system environment used for testing transported content from the Development Environment prior to transporting it to the Production Environment.
14. **Production Environment:** a SAP system environment used to execute operational business processes.
15. **User Acceptance Test:** test undertaken by end users to check that the system operates according to the agreed specification.
16. **Information Governance:** a discipline that includes people, processes, policies, and metrics for the oversight of enterprise information to improve the business value.
17. **Data Compliance:** industry-wide and governmental regulations and rules that cite how data is managed and the need for organizations to be in compliance with those regulations.
18. **System Landscape Optimization (SLO):** a set of SAP Services to assist customers with their Data Transformation projects.

2. SAP Services

- 2.1.1 SAP will provide Services to assist Customer with the Customer's data management and/or data transformation Project. The Scope Document will define activities, responsibilities and SAP deliverables that will support Customer Projects related to:
1. Innovation driven, business driven or total cost of ownership driven Data Transformations
 2. Information Governance
 3. Data Compliance.

3. Approach

- 3.1.1 SAP will provide the Services utilizing the following approaches:
1. DMS Assessment and Advisory Services
 2. DMS Execution and Execution Support Services
 - a) for Services related to Data Transformation
 - b) for Services related to Information Governance and Data Compliance
- 3.1.2 In performing the Services, SAP may utilize Tools for data management and/or data transformation to support Customer's specific Project requirements.
- 3.1.3 SAP will use the applicable parts of the SAP Activate methodology to perform the Services. The specific approach will be specified within the Scope Document.

4. Roles and Governance

- 4.1.1 The roles and project governance for the Customer's Project are defined in the Scope Document.

5. Customer Responsibilities

- 5.1.1 The Customer responsibilities are listed below. Specific Customer and SAP responsibilities are further detailed in the Scope Document.
1. Ensure it has all necessary license rights, including third party license rights, required to allow SAP to perform the Services.
 2. Appoint a Project Manager and/or Program Manager to act as the Customer's single point of contact for SAP.
 3. Provide sponsorship from the Customer's senior management, who will be available on a timely and regular basis to monitor progress and to act as a decision maker for policy decisions and issue resolution.
 4. Manage the Customer's third party service providers.
 5. Provide knowledgeable, decision-empowered resources that are available to work on the Customer's Project as part of the team.
 6. Ensure that Customer team members are knowledgeable about the solution being implemented and have sufficient capacity to support the Project.
 7. Supply SAP with the names and contact information of key Customer and third party resources assigned to the Project.
 8. Minimize the change in personnel throughout the duration of the Service.
 9. Provide SAP with adequate work space as necessary for the duration of the Services including meeting rooms for work on-site. The work space should include projectors, printers, scanners, copiers, file storage and miscellaneous office supplies as needed. Sufficient temporary desks, or "hot desks", will be made available to enable each SAP resource to have a desk for each day they are on-site. No SAP employees will have an office on the Customer's premises with keys that provide exclusive use of the office to SAP. It is recommended that the SAP team is situated in a secure location.
 10. Provide SAP with access to Customer's facilities as necessary for the performance of the Services including all necessary identification material (badges, passes, cards, etc.) for the duration of the Services. This includes necessary access to such buildings and systems during and after normal business hours, on weekends, and on holidays. Limitation of SAP access during these times may reduce SAP's ability to maintain the proposed schedule.
 11. Ensure that any appropriate hardware required for the Service is secured before the start of the Project.

12. Be fully responsible for technology infrastructure that is on premise or hosted by a third party. This includes but is not limited to SAP infrastructure, network administration, security, periodic backup and restore activities as required, and server and storage hardware. These systems will be available throughout the Service according to the Project schedule.
13. Ensure that a consistent, stable, and fast SAP remote support connection/service connection is available between SAP and the Customer at the required times.
14. Provide SAP with the necessary authorizations for onsite and remote access to Customer's systems.
15. Allow the use of SAP laptops and mobile devices on Customer's network to SAP's network via SAP's Virtual Private Network (VPN) protocols or Customer will provide PCs and/or laptops with the Microsoft Office Suite and e-mail capability for the SAP team. Laptops and/or PCs provided by Customer must have the latest virus protection software.
16. Provide technical advice regarding any third party systems to which the team will have access.
17. Ensure that the Customer's Project is compliant with any relevant governmental and regulatory requirements.
18. Organize testing activities, change management and knowledge transfer, as necessitated by Customer's Project.

6. Assumptions and Exclusions

- 6.1.1 The Service Description assumptions are listed below. SAP may identify further assumptions in the Order Form or Scope Document.
 1. All supporting documentation will be developed using industry standard personal computers/laptops using Microsoft Office applications (Word, Excel, MS Project, Visio and PowerPoint) or other mutually agreed documentation tools.
- 6.1.2 The Service Description exclusions are listed below. SAP may identify further exclusions in the Order Form or Scope Document.
 1. Developments that change or extend the standard SAP Software source code.

7. Tools

- 7.1.1 SAP may use certain tools (all referred to as Tools herein) for its work, for which the rights are not already regulated through a software license agreement. All title to and rights in Tools, including without limitation copyright and rights of authorship, remain with SAP or SAP SE. These Tools may be copied to Customer's system and Customer is granted non-exclusive rights to use Tools for the term of and solely for the purposes related to the Service. No other use, including the creation of further copies or use on another system, is permitted. Tools and all permitted copies of Tools must be deleted at the end of the Service. If at SAP's sole discretion Tools are left on the system for documentation purposes, Customer is not permitted to use Tools for any other remaining purpose except documentation. Such Tools are on an as-is basis with no warranty. SAP will not support or enhance the Tools beyond what is provided during the term of the Service.