

## Service Description

### Optimize and Upgrade Services

The Customer is undertaking a project (“Customer’s Project” or “Project”) to either (1) assess the feasibility of an Upgrade or Optimize project for the Customer’s productive SAP Software or (2) execute an Upgrade or Optimize project for the Customer’s productive SAP Software. Customer is the owner of the Customer’s Project and is responsible for the process, scope, costs, resources and targeted solutions of Customer’s Project.

SAP will provide Services to assist the Customer with the Customer’s Project as further defined in the Order Form and the Scope Document. This document provides general definitions and content that apply to all such Services.

#### 1. Definitions

1.1 Capitalized terms in this document that are not defined hereto 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 Software 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. **Optimize:** specific actions to improve the efficiency of productive SAP Solution(s) or IT operational procedures for the SAP Solution(s).
3. **Upgrade:** activities to move the Customer’s On Premise SAP Software to a more recent Software version.
4. **Sandbox Environment:** A temporary SAP system environment used to demonstrate processes and example prototypes. Work undertaken in a Sandbox Environment is not transported to other environments.
5. **Development Environment:** A SAP system environment in which initial configuration and build activities are completed. Work undertaken in a Development Environment would be transported to a Quality Assurance Environment or Production Environment.
6. **Quality Assurance Environment:** A SAP system environment used for testing content transported from the Development Environment prior to transporting it to the Production Environment.
7. **Production Environment:** A SAP system environment used to run the SAP Software for operational business processes.
8. **Developments:** changes or extensions to standard SAP Software source code and development objects.
9. **Workflow:** sequence of connected steps triggered by an event to automate a process such as a document approval. Examples include SAP Business Workflow.
10. **Reports:** technical objects designed to deliver business figures or reports with no change to application data.
11. **Interfaces:** technical objects to transfer information from one system to another. Usually refers to objects that are not part of the licensed SAP Software. Examples of such technology include SAP Process Orchestration and Intermediate Documents (IDocs).
12. **Conversions:** technical objects used to migrate data to SAP systems during the Service. Examples of technology include data migration programs, SAP Data Services and Legacy System Migration Workbench (LSMW).
13. **Enhancements/Exits:** changes and additions to SAP functionality using development objects specifically provided for Customer changes. Examples include the use of user exits and business add-ins.
14. **Forms:** printed or electronic forms containing formatted information from SAP applications. Examples of technology include SAPscripts, Smart Forms and SAP Interactive Forms by Adobe.
15. **SAP Solution:** As used herein means the SAP Software and related Workflow, Reports, Interfaces, Conversions, Enhancements/Exits and Forms.

#### 2. Approach

2.1 The Optimize and Upgrade Services available are outlined below. The Services to be provided by SAP are further specified in the Scope Document.

- 2.2 An Optimize Service consists of an evaluation or assistance in the implementation of efficiency improvements for production SAP Software.
1. Evaluation: the productive Solution(s), applicable business processes and operational procedures may be analyzed. Interviews may be conducted with the appropriate business and/or technical representatives from the Customer team to identify pain points and challenges. In some cases, questionnaires may need to be completed. Results and recommendations are summarized and provided to the Customer.
  2. Execution: assist the Customer with implementation of activities to improve the efficiency of the operation of the SAP solution(s).
- 2.3 An Upgrade Service consists of an evaluation or assistance in the execution of an Upgrade of SAP Software.
1. Evaluation: analysis of the existing systems and/or any existing evaluation results. Results and recommendations are summarized and provided to the Customer.
  2. Execution: assist the Customer with execution of an Upgrade of SAP Software.

### **3. Roles and Governance**

- 3.1 The roles and project governance for the Service will be defined in the Scope Document.

### **4. Customer Responsibilities**

- 4.1 The overall Customer responsibilities are listed below. If further Service-specific Customer responsibilities apply, these will be detailed in the Scope Document.
1. Ensure all necessary license rights, including third party license rights, required to allow SAP to perform the Services. Customer has to examine if additional or other licenses are required resulting from the completion of these Services. SAP expressly informs Customer that SAP did not and will not research if additional or other licenses are required as part of these 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 the Service 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. Supply SAP with the names and contact information of key Customer and third party resources assigned to the Customer's Project.
  7. Minimize the change in Customer and third party personnel throughout the Service.
  8. Be fully responsible for technology infrastructure that is hosted by Customer or hosted by a third party subject to the terms of the License Agreement. This includes but is not limited to the Customer's SAP infrastructure, network administration, 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.
  9. Ensure that any appropriate hardware required for the Service is secured before the start of the Project.
  10. 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.
  11. 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.

12. Ensure that a consistent, stable, and fast SAP remote support/service connection is available between SAP and the Customer at the required times.
13. Provide SAP with the necessary authorizations for onsite and remote access to Customer's systems.
14. 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.
15. Provide SAP with timely access to relevant Customer information, documentation and data required by SAP to perform the Service.
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.

## **5. Assumptions and Exclusions**

- 5.1 The Service Description assumptions and exclusions are listed below. SAP may identify further assumptions and exclusions in the Order Form or Scope Document.
  1. All supporting documentation and Work Products 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.
  2. SAP will not undertake changes to the standard SAP Software source code.
- 5.2 SAP's provision of Optimize Service(s) does not ensure the identification or resolution of all optimization opportunities or maximum improvements or outcomes.

## **6. Tools**

- 6.1 SAP may elect to use certain tools ("Tools") in the performance of the Services which 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.