

## Service Description

### SAP Implementation - On Premise and Private Cloud

Customer is undertaking a project (“Customer’s Project” or “Project”) to implement 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 with the Customer’s Project as further defined in the Order Form and the Scope Document. This document provides definitions and content that apply for such implementations.

#### **1. Definitions**

1.1 Capitalized terms in this document that are not defined herein 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 is 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. Private Cloud: SAP solution is hosted using a cloud computing platform implemented and managed for the dedicated use of the Customer.
3. 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.
4. 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.
5. Engineered Service: a service delivered by SAP that has a predefined scope, delivery approach and accelerators.
6. SAP Activate: a standard SAP methodology used for SAP implementation projects that includes a Design Based or Assemble to Order (A2O) approach.
7. Design Based: an implementation approach that utilizes traditional design techniques and may include SAP Best Practices as a baseline.
8. 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.
9. Developments: changes or extensions to standard SAP Software source code and development objects.
10. Workflow: sequence of connected steps triggered by an event to automate a process such as a document approval. Examples include SAP Business Workflow.
11. Reports: technical objects designed to deliver business figures or reports with no change to application data.
12. Interfaces: technical objects to transfer information from one system to another. Usually refers to objects that are not part of the SAP licensed Software. Examples of technology include SAP Process Orchestration and Intermediate Documents (IDocs).
13. 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).
14. Enhancements: 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 (Exits).
15. Forms: printed or electronic forms containing formatted information from SAP applications. Examples of technology include SAPscripts, Smart Forms and SAP Interactive Forms by Adobe.
16. Sandbox Environment: a temporary SAP system environment used to demonstrate processes and example prototypes. Implementation work undertaken in a Sandbox Environment is typically not transported to other environments.

17. 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.
18. Quality Assurance Environment: a SAP system environment used for testing transported content from the Development Environment prior to transporting it to the Production Environment.
19. Production Environment: a SAP system environment used to execute operational business processes.
20. User Acceptance Test: test undertaken by end users to check that the system operates according to the agreed design.

## **2. SAP Implementation Services**

- 2.1 SAP will perform the Services as further specified in the Scope Document.
- 2.2 In performing the Services, SAP may utilize accelerators such as SAP Best Practices, Rapid-Deployment Solutions and/or Engineered Services.
- 2.3 SAP may use certain software and 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.

## **3. Approach**

- 3.1 SAP will use the applicable portions of the SAP Activate methodology to perform the Services unless otherwise agreed in the Scope Document.
- 3.2 For A2O projects and projects implementing individual Rapid-Deployment Solutions and/or Engineered Services, the standard phases are defined as follows. Further detail of the phases and activities that apply and the responsibilities of SAP and Customer are defined in the Scope Document.
  1. **Prepare:** The project is formally initiated and the schedule, project plans and resources are agreed. Accelerators such as Rapid-Deployment Solutions and/or Engineered Services are assembled in the Customer's Development or Sandbox environment to provide a baseline environment for the Explore phase that follows.
  2. **Explore:** The project team undertakes validation workshops to confirm the baseline processes and identify and specify delta scope between Customer's requirements and accelerators such as Rapid-Deployment Solutions and/or Engineered Services. Workshops are focused on the fit/gap of the baseline solutions and making decisions about the business changes that are required. The design of delta scope is completed and agreed.
  3. **Realize:** The Customer-specific configuration is undertaken in the baseline environment and any agreed delta scope is delivered. The test approach and knowledge transfer is executed. The Customer User Acceptance Testing is completed.
  4. **Deploy:** Final checks are made before the cutover to the Production Environment and end users are trained. Ongoing support is put in place by the Customer and the project is closed.
- 3.3 For Design Based projects, the standard phases are defined as follows. Further detail of the phases and activities that apply and the responsibilities of SAP and Customer are defined in the Scope Document
  1. **Prepare:** The project is formally initiated and the schedule, project plans and resources are agreed. The SAP Development Environment is created.
  2. **Explore:** The project team undertakes workshops to design how the software will be configured and finalize the scope including identifying, specifying and agreeing any delta scope between Customer's requirements and the SAP Software.

3. **Realize:** The Customer-specific configuration is undertaken and any additional agreed delta scope is delivered. The test approach and knowledge transfer is executed. The Customer User Acceptance Testing is completed.
4. **Deploy:** Final checks are made before the cutover to Production Environment and end users are trained. Ongoing support is put in place by the Customer and the project is closed.

#### **4. Roles and Governance**

4.1 The roles and project governance for the Customer's Project is defined in the Scope Document.

#### **5. Customer Responsibilities**

5.1 The overall 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 define their training approach and schedule.
7. Minimize the change in personnel throughout the duration of the Service.
8. 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.
9. 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.
10. Supply SAP with the names and contact information of key Customer and third party resources assigned to the Project.
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. Data cleansing of migrated data from Customer systems.

## **6. Assumptions and Exclusions**

6.1 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.

6.2 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.