

Exhibit 1

Scope Document for custom PDF layout creation service for SAP Business Network and SAP Ariba solutions

This Scope Document is part of the Order Form.

1. DEFINITIONS

- 1.1. **“Production System”** means a live SAP system used for running Customer's internal business operations and where Customer's data is processed.
- 1.2. **“Test System”** means an SAP system environment is used for configuration or testing content prior to moving it to the Production System.
- 1.3. **“Custom PDF Layout”** is an application of a stylesheet to customize the PDF layout of a Purchase Order (PO) or Advance Ship Notice (ASN) based on Customer requirements. ASN PDF layout customization may require the addition of a barcode (barcodes are used for shipping labels/packing slips).

This custom PDF layout can be applied to suppliers in SAP Business Network for Procurement and SAP Business Network for Supply Chain. The custom PDF layout is applied to a supplier group and all suppliers assigned to the group will have the custom PDF layout applied.

Different supplier group/s can have different PO and/or ASN custom PDF layout assigned.

2. SCOPE OF SERVICES

- 2.1. SAP shall provide custom PDF layout creation service for SAP Business Network and SAP Ariba solutions (**“Service/s”**) to assist Customer with the deployment of the Custom PDF Layout for SAP Business Network or SAP Procurement.
- 2.2. The following scope of Services will be confirmed via a meeting (scope confirmation session). The parties shall document any changes to the requirement prior to the effort commencing:
 - a) SAP will create 1 custom PDF layout for the Customer on one of the following scenarios listed, the Customer must indicate prior to the scope confirmation session which custom PDF layout is to be created:
 - i. Custom purchase order
 - ii. Custom advance ship notice (with barcode)
 - b) SAP will conduct 1 scope confirmation session, which will last a maximum of 2 hours where the Customer will provide a sample of the document for which the custom PDF is to be created. SAP will review the sample and confirm when the first system-generated document is to be provided to the Customer.
 - c) SAP will manage the development and configuration on SAP Business Network that is required for custom PDF Layout. SAP will develop the custom PDF layout based on Customer requirements agreed in the scope confirmation session.
 - d) SAP will assist with the validation and test issue resolution for the layout for up to 10 consecutive business days
 - e) SAP will assist with the move to a single Production System for up to 2 consecutive business days
 - f) SAP will provide post go-live support for up to 5 consecutive business days.

2.3. Scope Conditions and Boundaries

The following conditions and boundaries apply to the scope of Services.

- a) Service will only be delivered in English.
- b) Custom PDF Layout labels language can only be in languages supported by SAP Business Network for Procurement and SAP Business Network Supply Chain Collaboration
- c) Custom PDF Layout will be built on the existing SAP Business Network technical capabilities, there may be some Customer requirements that may not be achievable.

- d) One (1) Custom PDF Layout can only be in one language.
- e) Purchase Order must be sent to SAP Business Network for Procurement or SAP Business Network for Supply Chain Collaboration
- f) ASN can only originate from the Supplier portal of SAP Business Network for Procurement or SAP Business Network for Supply Chain Collaboration (ASN B2B integration is not supported)
- g) No more than 5 Customer persons execute testing

2.4. Prerequisites

Customer shall fulfill the following prerequisites before the start of the Services:

- 2.4.1. Supplier must belong to a supplier group that has been assigned with custom PDF layouts to download and print it. Supplier group can be an existing supplier group or a new one created by the Customer.
- 2.4.2. Cloud Service is provisioned and fully functional.
- 2.4.3. Customer must have a subscription including SAP Business Network for Procurement or SAP Business Network Supply Chain Collaboration
- 2.4.4. Customer provides access to the following tiered system landscape: Test System, Production System.
- 2.4.5. Customer provides the following information: Sample of document for which custom PDF layout needs to be created (Purchase Order OR Advance Ship Notice)

2.5. Out of Scope

The following is out of scope, including without limitation:

- a) Ancillary or other services not expressly listed in this Scope Document
- b) Subscription to any Cloud Services or purchase of SAP Software
- c) Any development of custom code, updates, or upgrades to SAP core products
- d) Any creation or update of custom fields
- e) Any update to the integration configurations to add/manipulate data element/s not present in the customer's existing integration (that may be needed to display or trigger display of data on the custom PDF layout)
- f) No calculation on fields used as part of the custom PDF layout is supported
- g) Programs or content to migrate data from legacy systems
- h) Data cleansing or data cleanup
- i) Customer-specific authorizations, roles, and security concepts. SAP will use the standard authorization content provided with the Cloud Service
- j) Any changes required because of quality or values of Customer's master and transactional data
- k) Unit testing in any other environment besides the environment where the initial configuration was completed
- l) Training services, such as formalized training on the Cloud Service for project team members, training for users, or end-user documentation

3. RACI

SAP and Customer agree on the following responsibility matrix of activities.

- a) **Responsible (R):** Charged with performing the activities. A mutually agreed project plan may define further details at the work unit level.
- b) **Accountable (A):** The Customer has overall accountability for its project and all the activities identified below. Hence, Accountable (A) does not appear for the activities below.
- c) **Consulted (C):** Provides input on how to perform the activity and supports the execution of the activity.
- d) **Informed (I):** Provided with information.

Activity	SAP	Customer
Services Preparation		
Confirm Customer project team	I	R
Hold 1 scope confirmation session	R	I
Conduct initial review of provided samples of document to which 1 custom PDF layout must be applied	R	I
Confirm completion of pre-requisites	C	R
Services Exploration		
Conduct in-depth review of provided samples of document to which 1 custom PDF layout must be applied	R	C
Provide feasibility analysis of custom PDF layout based on in-depth review of samples.	R	I
Produce Custom PDF Layout specification	R	C
Sign off Custom PDF Layout specification	I	R
Services Realization		
Develop Custom PDF Layout and set it against supplier group(s) created by Customer on SAP business network	R	I
Send data for testing (Purchase Order or Advance Ship Notice depending on which document the custom PDF layout applies to)	C	R
Adjust test plans and test strategy	C	R
Execute test cases and test scripts	C	R
Resolve test issues related to Services	R	C
Resolve test issues related to Customer responsibilities	C	R
Services Deployment		
Obtain sign-off to move to production	I	R
Perform cutover tasks to move to production (upload custom PDF layout to production in relevant supplier groups)	R	C
Provide post go-live support for up to 5 consecutive business days	R	C
Services completion sign-off (in written form)	I	R

4. SCHEDULE

- 4.1. The start date of the Services will be mutually agreed between parties within a reasonable time frame after the Order Confirmation.
- 4.2. SAP may require a lead time of up to 4 weeks to assemble a team. SAP reserves the right not to start the Services until SAP has assembled a team.
- 4.3. The estimated duration for the Services is 10 consecutive weeks.
- 4.4. The service is valid for a period of 6 consecutive months after the order confirmation date.

5. ORGANIZATION

- 5.1. SAP Team
- 5.2. SAP assigns a Services point of contact to the Customer after Order Confirmation.
 - 5.2.1. The SAP team includes the following key roles:
 - a) Technology Consultant

- b) Technology Consultant [Developer]
- 5.2.2. SAP may elect to staff a single resource to serve multiple roles, or multiple resources to serve a single role.
- 5.2.3. SAP team roles are in general staffed on a part-time basis.
- 5.2.4. Services are delivered remotely.
- 5.3. Customer Team
- 5.3.1. The Customer team includes the following roles:
 - a) Project Manager: Single point of contact for SAP. Manages Customer project including Customer team, project plan, project status, and decision-making process
 - b) Business Lead: Decision maker. Take responsibility for the Cloud Service satisfying the business needs. Owns business processes, approves the solution, and is the key liaison between the Services, the Customer project, and the business
 - c) Business Subject Matter Experts: The subject matter expert represents the business and will be involved in issue resolution and data migration
 - d) Functional Lead: Undertakes configuration alongside SAP consultants
 - e) Technical Lead: Leads execution of activities that affect Customer systems and data
 - f) End Users: Nominated system end users that join the project to undertake testing and training
- 5.3.2. In cases where it is necessary to assign multiple resources to a single role, Customer shall clearly identify the responsibilities of each resource.
- 5.3.3. Customer is expected to staff the roles per the time allocations recommended by SAP.
- 5.4. Governance
- 5.4.1. The Services will have sponsorship from Customer's senior management, who will be available on a timely and regular basis to monitor the progress and to act as a decision maker for policy decisions.
- 5.4.2. To facilitate effective communication between SAP and Customer, an SAP and Customer status meeting to clarify open issues and questions will occur weekly unless a different periodic interval is mutually agreed to.
- 5.4.3. If and to the extent required to perform the Services, Customer and SAP will work cooperatively at the start of the Services to establish the governance model, including a documented issues management process to address any and all issues which arise on the project. It will address the prioritization of these issues as well as an effective means for issue escalation and resolution.

6. SAP DELIVERABLES AND PROCEDURE

Deliverable	Deliverable Description	Completion Criteria	Deliverable Procedure
Custom PDF Layout functional specification	Describe the custom PDF layout output that has been agreed based on sample provided by Customer analyzed by SAP.	Handover custom PDF layout functional specification	Approval upon completion when completion criteria are met
Custom PDF Layout test configuration	Configuration in test by SAP of custom PDF layout against supplier group(s) defined by Customer	Handover of configuration for testing	Approval upon completion when completion criteria are met
Custom PDF Layout production configuration	Configuration in production by SAP of custom PDF layout against supplier group(s) defined by Customer	Handover of configuration for productive use	Approval upon completion when completion criteria are met

7. CUSTOMER RESPONSIBILITIES

- 7.1. Customer shall cooperate with SAP in good faith so that SAP can deliver the Services. Customer's failure to meet or fulfill any of the specified responsibilities or requirements in this Agreement can result in a delay of the provision of the Services or an increase of fees due.
- 7.2. In addition to the Customer responsibilities in the GTC, Customer shall fulfill, in particular, the following responsibilities:
- 7.2.1. Services-specific Customer Responsibilities
- Customer will provide the custom PDF/Bar code layout requirements and samples.
 - Supplier group creation.
 - Participate in scope session, and answer questions related to PDF sample
 - Test custom PDF layout features.
 - Approve for migration to production.
 - Confirm completion of service.
- 7.2.2. General Customer Responsibilities
- Customer is responsible for the overall management of Customer's project and controls the project realization, process, scope, costs, Customer resources, and targeted solutions
 - Customer shall staff the listed Customer team roles with the requisite skills and knowledge to complete Customer activities
 - Customer shall use reasonable efforts to minimize the change in personnel throughout the duration of the Services
 - If Customer involves third parties, Customer shall manage any third-party resources and be responsible for their acts and omissions
 - Customer shall supply SAP with the names and contact information of key Customer and third-party resources
 - Customer shall be fully responsible for organizational change management of all affected departments
 - Customer shall fulfill and provide listed prerequisites required to perform the Services
 - Customer shall 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 and system administration, security, periodic backup and restore activities as required, and server and storage hardware. Required systems shall be available throughout the Services

- i) If required to perform the Services, Customer shall enable the use of SAP laptops and mobile devices on Customer's network to SAP's network via SAP's Virtual Private Network (VPN) protocols
- j) Customer shall provide technical advice regarding any third-party systems accessible to the SAP team
- k) If required to perform the Services, Customer shall review applicable SAP Cloud Service learning materials
- l) Customer shall comply with any relevant governmental and regulatory requirements

8. ASSUMPTIONS

- 8.1. Customer must have a subscription including SAP Business Network for Procurement or SAP Business Network Supply Chain Collaboration
- 8.2. The scope of the service does not include any other configurations or system changes outside of the custom PDF/barcode.
- 8.3. SAP will assist Customer with move to production for up to 2 consecutive business days.
- 8.4. No translations. English only.
- 8.5. Deliverables not explicitly mentioned in this document are out of scope.
- 8.6. If Customer wants to start transacting in production beyond the 10 weeks duration of this SOW, SAP recommends to move the Custom PDF layout to production before the end of this service. SAP will not perform any post go-live support beyond the 10 weeks duration of this service.
- 8.7. The Services are provided based on the current release version of the Cloud Service that is generally available at the start of the Services delivery. Unless SAP's release notes state otherwise, SAP provides at least 1 quarterly update for general availability. If an update is made generally available during the performance of the Services, any additional planning or configuration required to support the updated release is not included in the Services.
- 8.8. If not otherwise agreed, the project language and corresponding documentation is English. SAP documentation will be delivered in English only.
- 8.9. If not otherwise agreed, Services are provided from Monday through Friday on normal business hours (between 8:00 a.m. – 6:00 p.m.), in accordance with SAP-recognized holidays, observed by SAP's registered office.
- 8.10. Services are based on a predefined scope and delivery model. In performing the Services, SAP
 - a) May utilize accelerators
 - b) Will follow applicable parts of the SAP Activate standard implementation methodology
 - c) May use software and tools ("**Tools**") for which all rights of authorship remain with SAP or SAP SE. In case Tools are copied to Customer's system, Tools and all permitted copies thereof must be deleted at the end of the Services. If at SAP's sole discretion Tools are left on the system for documentation purposes, Customer is not permitted to use such Tools for any other remaining purpose. Tools are provided 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 Services.
 - d) The services defined herein are delivered remotely.
- 8.11. Any changes to the scope of Services, whether requested during or after the Services term shall be subject to a separate Services agreement in consideration of additional fees.