

## Exhibit 1

### Scope Document for migration service for SAP Ariba Strategic Sourcing, supplemental site add-on and SAP Ariba Procurement, supplemental site add-on

This Scope Document is part of the Order Form.

#### 1. DEFINITIONS

- 1.1. **"Destination Site"** means the site to which the configurations are being moved.
- 1.2. **"Production Site"** means an SAP Ariba environment that is used to connect with real suppliers and process live transactions, events, etc. This is often referred to as "PROD."
- 1.3. **"realm"** means an individual SAP Ariba environment that hosts one or more SAP Ariba solution(s). E.g. SAP Ariba Procurement Child Realm, SAP Ariba Sourcing Realm.
- 1.4. **"Test Site"** means an SAP Ariba environment that is used for configuration and testing prior to moving it to the Production Site. This is often referred to as "TEST". The Test Site is linked to the Customer's Production Site.
- 1.5. **"site"** means a set of realms that compose an SAP Ariba environment. This is typically composed of a Sourcing Realm, Procurement Parent Realm, plus one or more Child realms. A Customer's SAP Business Network ID is tied to a specific SAP Ariba site.
- 1.6. **"Source Site"** means the site from which the configurations are being moved.
- 1.7. **"Supplemental Site"** means an additional SAP Ariba environment that is used for configuration, testing, and change management activities. The Supplemental Site is not connected to either the Customer's Production Site or Test Site.

#### 2. SCOPE OF SERVICES

- 2.1. SAP shall provide the Services as described herein to assist Customers with the additional migration service of the Cloud Service/s SAP Ariba Strategic Sourcing, supplemental site add-on or SAP Ariba Procurement, supplemental site add-on.
- 2.2. The following scope of Services will be confirmed in a kick-off meeting which will take no more than 2 hours.
  - 2.2.1. Perform 1 site migration to be used with SAP Ariba Procurement or SAP Ariba Strategic Sourcing supplemental realm. Test and Supplemental parent and child sites stay in sync with the Production site(s) and with each other. 1 site migration service can be used for one of the following scenarios; the Customer must indicate the scenario for which this migration service is for prior to the first meeting in writing to the SAP contact person:
    - (a) SAP Ariba Procurement, multi-ERP edition (parent/child sites) – A move of all base configurations and parameter settings from one parent/child site to another parent/child site. If the Customer has multiple SAP Ariba Procurement solution child realms, they will require 1 migration per child site.
    - (b) SAP Ariba Procurement (standalone site) – A move of all base configurations and parameter settings from 1 SAP Ariba Procurement site to another SAP Ariba Procurement site. If the Customer has multiple standalone SAP Ariba Procurement sites, they will require 1 migration per site.
    - (c) SAP Ariba Strategic Sourcing Suite – A move of all base configurations and parameter settings for all SAP Ariba Strategic Sourcing Suite solutions (SAP Ariba Sourcing, SAP Ariba Contracts, SAP Ariba Supplier Lifecycle and Performance, SAP Ariba Supplier Risk) from one SAP Ariba Strategic Sourcing Suite site to another SAP Ariba Strategic Sourcing Suite site. If the Customer has multiple standalone SAP Ariba Strategic Sourcing Suite sites, they will require 1 migration per site.
  - 2.2.2. In case of SAP Ariba Procurement Supplemental Site migration, the scope of Services includes the following:
    - SAP Ariba Procurement configuration and customizations
    - SAP Business Network for Procurement buyer account entitlements, default transaction rules, document numbering preferences, and unit of measure master list
  - 2.2.3. In case of SAP Ariba Strategic Sourcing Suite Supplemental Site migration, the scope of Services includes the following:

- SAP Ariba Strategic Sourcing Suite configuration and customizations
- Up to 5 SAP Ariba Sourcing templates
- Up to 5 SAP Ariba Contracts templates
- Up to 5 SAP Ariba Supplier Lifecycle and Performance templates
- Up to 5 SAP Ariba Supplier Risk templates

### 2.3. Scope Boundaries and Conditions

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

#### 2.3.1. Migration Scope Boundaries

- (a) When migrating from a previously configured Source Site, customizations and configurations that are dependent on customer-specific master data or content being in place cannot be moved during the initial migration. The Customer will need to load their master data and content to the site after the initial migration. At that point, the Customer may request for the migration team to move those elements after the master data has been loaded.
- (b) Migrations can be used for the following purposes:
  - Move configurations and customizations from the Supplemental Site to the Test site
  - Supplemental Site sync from Test Site (copy configurations and customizations from Test Site to Supplemental Site to synch any changes that were done in the Test Site)
  - Site sync (copy configurations and customizations from Production Site to Test or Supplemental Site to ensure that the Test or Supplemental Site behaves the same as the Production Site to enable future training and/or testing)
  - Site refresh (wiping the Test or Supplemental Site back to out-of-the-box configuration, rebuilding the site using the configuration from Production).
- (c) A migration moves/synchs all customizations from the source site to the destination site. Required configuration to enable ERP Integration or user authentication (SSO) in the Destination Site will be performed. Only configurations or customization that exist at the/in the Source Site will be migrated to the Destination Site.
- (d) Guided buying capabilities are managed via self-service tools and should be configured by the Customer and/or their designated delivery partner. SAP Ariba will provide guidance as necessary in support of the migration of guided buying capabilities from the source to the Destination Site.
- (e) Configuration and customizations will only be moved to the Production Site one time during the deployment. The configurations brought to the Production Site must come from the Test Site and not from a Supplemental Site. Any additional code migrations to the Production Site must be addressed through a separate services agreement.
- (f) It should NOT be assumed that the Supplemental Site(s) will carry the same entitlements as the test/production sites. All solution entitlements must be explicitly enabled on the Supplemental Site. Likewise, it should not be assumed that a site Migration will include configurations from all Solutions.
- (g) SAP Business Network for Procurement buyer account entitlements, default transaction rules, document numbering preferences, and unit of measure master list will be updated in the Destination Site to match those in the Source Site. Country-specific transaction rules and buyer account customizations are not included.

#### 2.3.2. Supplemental Site Limitations

- (a) Supplemental sites are to be used for non-production purposes only. They are not provided with a matched Production Site.
- (b) Each Supplemental Site child site can be connected to one ERP system. Once connected, the site should stay connected. SAP will not support transferring the connection to another ERP or another ERP instance unless explicitly agreed to by the SAP team.
- (c) Real suppliers cannot transact with the SAP Business Network for Procurement and/or SAP Business Network for Supply Chain buyer account associated with any Supplemental Site, nor should they be invited to any SAP Ariba Strategic Sourcing projects within this site. Supplier testing should be done with test

suppliers only. Testing with real suppliers (if necessary) should be done in the buyer's Test Site or Production Site only.

- (d) Supplier self-registration parameter (SAP Business Network Discovery) will not be enabled in the Supplemental Site.
- (e) Customer cannot submit test or training postings to SAP Business Network Discovery.
- (f) The Supplemental Site should not be used for creating live RFI's, RFP's, or auctions.
- (g) Any service packs and/or new releases will be included and applied to the Supplemental Site. However, new features will not be automatically enabled in this supplemental realm and will need to be requested via the standard Customer support processes.

#### 2.3.3. Services Scope Conditions

- (a) The Source Site for the migration should be a previously configured site (PROD -> Supplemental or Supplemental -> TEST).
- (b) Development and configuration can only occur in either the Customer's Test Site or the Customer's Supplemental Site. Development must never be done in more than one site set at the same time. If configurations are to be applied to multiple sites, the configuration is to be made in 1 site initially and then moved to the other applicable site(s) using a migration.
- (c) Customer will perform any necessary testing. Parameters and configurations are all tested on the Supplemental Site before moving to the test site.

#### 2.4. Prerequisites

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

##### 2.4.1. The Customer has a valid cloud subscription for one of the following SAP Cloud Services:

- (a) SAP Ariba Procurement, supplemental site add-on
- (b) SAP Ariba Strategic Sourcing, supplemental site add-on

If the Customer has enabled SAP Ariba Procurement and SAP Ariba Strategic Sourcing Suite solutions, Customer shall decide which solution site shall be migrated in scope of the Services and inform the SAP contact in writing.

- 2.4.2. Customer shall ensure that the Cloud Service is provisioned and functioning as desired in the Source Site prior to the migration.
- 2.4.3. The solution entitlements for the Customer's Ariba Supplemental site are expected to coincide with solution entitlements in the Customer's Production and Test Sites.
- 2.4.4. Customer needs to confirm and validate the source realm is functioning as intended prior to the migration execution.
- 2.4.5. The Ariba Procurement solutions normally include a parent and one or more child sites. The number of child sites in the Ariba Procurement Supplemental site is expected to match the number of child sites in the Customer's Production / Test realm set.
- 2.4.6. It should be made clear to the SAP team which solutions should be included and whether there are any configurations that should be excluded. For example, it is common that SAP Business Network for Procurement and/or SAP Business Network for Supply Chain or Guided Buying capability configurations are asked to not be included in the standard SAP Ariba Buying and Invoicing Migration as those functional areas can be intentionally different from site to site.
- 2.4.7. Customer provides access to the following tiered system landscape: Test Site, Production Site. Supplemental Site(s) are independent and thus not systematically linked with the Test / Production "pair".

#### 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 products

- (d) Analysis of as-is business processes
- (e) Programs or content to migrate data from legacy systems
- (f) Data cleansing or data cleanup
- (g) Customer-specific authorizations, roles, and security concepts. SAP will use the standard authorization content provided with the Cloud Service
- (h) Any changes required because of pre-existing Customer specific enhancements or developments
- (i) Any changes required because of quality or values of Customer's master and transactional data
- (j) Unit testing in any other environment besides the destination environment (site to which configurations and customizations were migrated to).
- (k) Training services, such as formalized training on the Cloud Service for project team members, training for users, or end-user documentation
- (l) Integration with any systems outside of the SAP Ariba Procurement or SAP Ariba Strategic Sourcing Supplemental Site(s)
- (m) Configuration master data (e.g., supplier data, address data, user data) will not be moved from one realm to another. Migration or loading of configuration master data (e.g., supplier data, address data, user data) from one realm to another. It is the Customer's responsibility to load all required master data after the migration of configuration and customizations are complete.
- (n) Content data (e.g., CIF catalog content, punchout catalog connections and supporting data, contract content) will not be moved from one realm to another. It is the Customer's responsibility to load all required content data after the migration of configuration and customizations are complete.
- (o) Transactional data (e.g., purchase orders, invoices, and goods receipts) cannot be migrated from one realm to another.
- (p) Configurations or customizations that are not on the Source Site
- (q) Migration of guided buying capabilities configuration from the Source Site to the Destination Site. It is expected that guided buying be configured by the Customer. Thus, the configuration of guided buying in the Source Site shall be handled by the Customer and/or their designated delivery partner as well.
- (r) Migration of SAP Business Network for Procurement buyer account customizations. Migrating customizations from one buyer account to another will require a separate services agreement.
- (s) Migration of country-specific transaction rules on the SAP Business Network for Procurement buyer account from one buyer account to another. Migration of these transaction rule sets must be done by the Customer.
- (t) Migration of custom reports. Custom reports cannot be migrated between a Test Site and a Supplemental Site. Any relevant custom reports will have to be recreated in the Destination realm.
- (u) Migrations of SAP Business Network Commerce Automation or SAP Business Network Supply Chain Collaboration for Buyers solutions. Moving configurations from one site to another will require additional connection services to be purchased.
- (v) Access to the SAP Business Network for Procurement and/or SAP Business Network for Supply Chain for suppliers. Customer will be able to access the SAP Business Network for Procurement and/or SAP Business Network for Supply Chain as a test supplier to feed transactional data into the Procurement Cloud Service.

### 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.

Activities	SAP	Customer
Services Preparation		

Carry out preparatory steps as needed to perform the Services	C	R
Prepare SAP's Services schedule	R	I
Prepare Customer's overall project schedule	I	R
Prepare a recommended project structure, including key roles and templates	R	C
Confirm project structure	I	R
Confirm, in writing, completion of prerequisites	C	R
Overall project management (project plan, project team coordination, project internal and external coordination, risk mitigation)	C	R
Validate project plan's major milestones and overall governance model	C	R
<b>Services Exploration</b>		
Source Realm validation and sign off	C	R
<b>Services Realization and Deployment</b>		
Migrate SAP Ariba system configuration from Source to Destination Site (e.g., PROD to Supplemental)	R	C
Implement non-standard business requirements (customizations)	R	C
Configure system parameters	R	C
Configure Self-Service features of the SAP Ariba solution (approval flows, invoice exceptions, receiving rules, project templates)	R	C
Guided Buying Configuration (including Landing Pages, tiles, forms, and policies)	I	R
SAP Business Network Buyer Account entitlements, default transaction rules, document numbering preferences, and unit of measure master list	R	C
SAP Business Network Buyer Account country-specific transaction rules	I	R
Migrate Custom Forms	I	R
Recreate Custom Reports	I	R
ERP system and integration configuration	I	R
Load SAP Ariba-managed data files prepared (validated by the Customer)	R	C
Load Customer managed master data	I	R
Load Content (Catalogs, Contracts) Content cannot be migrated from one site to another	I	R
Configure integration parameters on the SAP Ariba platform based on the Customer requirements	R	C
Build out required integration components	I	R
Prepare and manage test phase (scenario, script, master data, issue and resolution tracking, overall coordination)	C	R
Train user base on the solution	I	R
Conduct unit testing of destination realm functionality	C	R
Conduct integration testing	C	R

Conduct user acceptance testing	C	R
Resolve testing issues tied to the self-service related configurations in SAP Ariba applications	C	R
Resolve testing issues tied to the non-self-service related configurations in SAP Ariba applications	R	C
Resolve testing issues tied to the ERP and other systems	C	R
Final system validation	C	R
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 4 weeks after the site is fully provisioned and the scope of the migration (solution to be migrated, appropriate contacts, timeline, and any exclusions) is established and mutually agreed upon.

#### **5. ORGANIZATION**

- 5.1. SAP Team
  - 5.1.1. SAP assigns a Services point of contact to the Customer after Order Confirmation.
  - 5.1.2. The SAP team includes the following key roles:
    - (a) Business Process Consultant
    - (b) Technology Consultant
  - 5.1.3. SAP may elect to staff a single Consultant to serve multiple roles or multiple Consultants to serve a single role.
  - 5.1.4. SAP team roles are staffed on a part-time basis.
  - 5.1.5. Services are delivered remotely.
- 5.2. Customer Team
  - 5.2.1. The Customer team includes the following key roles:
    - (a) Business Lead / Project Manager: Single point of contact for SAP. Decision maker. Manages Customer project, including Customer team, project plan, project status, and resources as necessary. 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
    - (b) Business Subject Matter Experts: The subject matter expert represents the business and will be involved in issue resolution and data migration
    - (c) Functional Lead: Undertakes configuration alongside Consultants
    - (d) Technical Lead: Leads execution of activities that affect Customer systems and data
    - (e) End Users: Nominated system end users that join the project to undertake testing and training
  - 5.2.1. In cases where it is necessary to assign multiple resources to a single role, Customer shall clearly identify the responsibilities of each resource.
  - 5.2.2. Customer is expected to staff the roles per the time allocations recommended by SAP.
- 5.3. Governance
  - 5.3.1. 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.

- 5.3.2. 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.
- 5.3.3. 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
Migration of site configuration	Configuration copied from agreed upon Source to Destination realm	Migrated site ready for unit testing	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 applicable terms and conditions, Customer shall fulfill, in particular, the following responsibilities:
- 7.2.1. Services-specific Customer Responsibilities
- (a) Customer must provide confirmation to the SAP team that the Source Site is fully configured, validated, and stable prior to the migration being performed
  - (b) Customer is responsible to create transactional data, test, and confirm the system is working as expected
  - (c) Customer is responsible for all tasks related to master data, including preparing data in the proper format, loading data, and correcting data load errors
  - (d) Customer is responsible for integration configuration and testing
  - (e) The Supplemental Sites will be deployed at the point when required in line with the Customer's Production Site roll-out.
  - (f) Customer is responsible for providing and loading any catalogs and any other content
  - (g) Customer is responsible to load the necessary data, including master data and any approval rule lookup files, into the system within a reasonable timeframe
  - (h) Customer shall create any additional test suppliers on the SAP Business Network for Procurement or SAP Business Network for Supply Chain account aligned with their Supplemental Site.
- 7.2.2. General Customer Responsibilities
- (a) Customer is responsible for the overall management of Customer's project and controls the project realization, process, scope, costs, Customer resources, and targeted solutions
  - (b) Customer shall staff the listed Customer team roles with the requisite skills and knowledge to complete Customer activities
  - (c) Customer shall use reasonable efforts to minimize the change in personnel throughout the duration of the Services
  - (d) If Customer involves third parties, Customer shall manage any third-party resources and be responsible for their acts and omissions
  - (e) Customer shall supply SAP with the names and contact information of key Customer and third-party resources
  - (f) Customer shall be fully responsible for organizational change management of all affected departments
  - (g) Customer shall fulfill and provide listed prerequisites required to perform the Services

- (h) 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. 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. SAP provides general updates of the Cloud Service for general availability regularly. 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.
- 8.2. If not otherwise agreed, the project language and corresponding documentation is English. SAP documentation will be delivered in English only.
- 8.3. 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.
- 8.4. Services are based on a predefined scope and delivery model. In performing the Services, SAP
  - (a) Will follow applicable parts of the SAP Activate standard implementation methodology
  - (b) May utilize accelerators
  - (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.
- 8.5. Once the Customer is live in their production environment and the SAP team has disengaged, the Customer will have to follow the standard post-go-live support process.
- 8.6. This Service does not represent an extension of effort or timelines for any deployment resources that may be engaged outside of work specifically related to the site migration.
- 8.7. No customization or changes to both the Source Site and the Destination Site will happen while this service progresses.
- 8.8. The resources assigned to complete the Services will be operating under a part-time and remote model. SAP will use commercially reasonable efforts to respond to ad hoc requests; however, Customer should not expect an immediate response.
- 8.9. SAP Customer Support should not be leveraged during the deployment unless at the direction of the SAP team.
- 8.10. Knowledge transfer does not replace the necessity for formalized training on the solution(s), which may be available through separate SAP agreements.
- 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.