

Scope Document for Enablement Service for NIS2 Cybersecurity and Compliance Management

This Scope Document is part of the Order Form.

1. DEFINITIONS

- 1.1. **“Services”** means the service(s) to be provided by SAP as described in this Scope Document.

2. SCOPE OF SERVICES

- 2.1. SAP shall provide Services as described herein to assist Customer with Network and Information Security Directive (NIS2) compliance management of SAP systems.

- 2.2. The following items form the scope of Services.

- (a) Deliver 1 virtual workshop session, covering the following topics:

- (i) Provide generic examples of regulatory requirements of NIS2 as well as the impacts on SAP systems
- (ii) Explain example methods and solutions for managing, and monitoring ongoing compliance with security requirements
- (iii) Using generic examples, demonstrate a process chain from regulatory obligation to the implementation and monitoring of controls and measures

- 2.3. Scope Boundaries and Conditions

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

- 2.3.1. Functional Scope Boundaries

- (a) System language/s: English or German
- (b) Language/s for all business data in the system: English or German
- (c) Workshop language: English or German
- (d) Workshop materials: English only

- 2.3.2. Services Scope Conditions

- (a) No more than 1 virtual workshop sessions will be undertaken during the delivery of the Service.
- (b) The virtual workshop is set up as online-meeting with the standard application Microsoft Teams and will last maximum 2 hours.

- 2.4. Prerequisites

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

- 2.4.1. Technical infrastructure available to participate in Microsoft Teams meeting.

2.5. Out of Scope

The following is out of scope, including without limitation:

- (a) Any 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) Analysis in Customer system
- (f) Training services, such as formalized training on the Cloud Service for project team members, training for users or end user documentation

3. APPROACH AND RACI

3.1. The Customer has overall accountability for the project. SAP and Customer agree on the following responsibility matrix for the key activities.

- (a) **Responsible (R):** Charged with performing the activities. A mutually agreed project plan may define further details at the work unit level.
- (b) **Consulted (C):** Provides input on how to perform the activity and supports the execution of the activity.
- (c) **Informed (I):** Provided with information.

Activity	SAP	Customer
Services Preparation		
Confirm Customer project team	I	R
Services Realization		
Conduct presentation during Customer meeting	R	I

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 3 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 2 hours.
- 4.4. Services are provided on a one-time basis and SAP's obligation to provide the Services ends with the Services closure, which shall occur no later than 12 months after Order Confirmation. Thereafter, SAP has no further obligation to deliver the Services. There is no discount, refund, or credit if the Services are not utilized within 12 months.

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 roles:
 - (a) Cybersecurity and Compliance 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 in general 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) Information Security Manager: Single point of contact for SAP.
 - (b) Information Security Architect
 - (c) Information Security Subject Matter Experts
 - 5.2.2. In cases where it is necessary to assign multiple resources to a single role, Customer shall clearly identify the responsibilities of each resource.
 - 5.2.3. Customer is expected to staff the roles per the time allocations as required for the project or as 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. To the extent required, Customer and SAP will work cooperatively at the start of the Services to establish a project governance model and a solution governance forum, including a documented issues management process to address any issues which arise on the Services. It will address the prioritization of these issues as well as an effective means for issue escalation and resolution.

6. SAP DELIVERABLES

- 6.1. The following Deliverables shall be deemed completed and approved by Customer when the below completion criteria have been met.
- 6.2. Deliverables

Deliverable	Deliverable Description	Completion Criteria
Enablement material	Presentations used during the virtual workshop	Handover of enablement materials

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 fulfil 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 shall work with the Cybersecurity and Compliance consultant to agree on the meeting schedule
 - 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 and assign all necessary IT and business resources 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 learning materials
- (l) Customer shall comply with any relevant governmental and regulatory requirements
- (m) Customer shall sign off the completion of the Services in written form upon request

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 9:00 a.m. – 5:00 p.m. Central European Time), 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. Knowledge transfer does not replace the necessity for formalized training on the solution(s) which may be available through separate SAP agreements.
- 8.6. The estimated timelines are based on continuous availability of systems (if required) as well as Customer fulfilling their prerequisites and responsibilities as set forth herein.
- 8.7. 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.