

Scope Document for Implementation assistance service for SAP Business Network Supply Chain Collaboration

This Scope Document is part of the Order Form.

1. DEFINITIONS

- 1.1. **“Production System”** means a live SAP system environment used for running Customer’s internal business operations and where Customer’s data is processed.
- 1.2. **“SAP Business Network”** means SAP Business Network Supply Chain Collaboration.
- 1.3. **“Test System”** means an SAP system environment is used for configuration or testing content prior to moving it to the Production System.

2. SCOPE OF SERVICES

- 2.1. SAP shall provide Services as described herein to assist Customer during the deployment of the SAP Ariba Cloud Service solution in scope.
- 2.2. The following items form the scope of Services and will be confirmed with the Customer at the start of the Services via a scope confirmation meeting, lasting no longer than an hour. Within the Services duration of 2 weeks, no more than 3 of the following scope items are in the scope of the Services.

Scope Item	
(a)	Assistance in the overall project management
(b)	Assistance in functional and technical design tasks
(c)	Assistance in the configuration of the current Test System
(d)	Assistance in testing activities
(e)	Assistance in go live activities

2.3. Prerequisites

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

- 2.3.1. Customer has a valid cloud subscription for one or more of the following Cloud Service solutions.
 - (a) SAP Business Network Supply Chain Collaboration
 - (b) SAP Business Network Planning Collaboration
- 2.3.2. Customer has an active deployment project of one or more of the Cloud Service solutions from the above section.

2.4. 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 core products
- (d) Data cleansing or data clean up
- (e) Additional post go live support after hypercare
- (f) Any support or customization for settings in the Customer's integration landscape
- (g) Any changes required because of pre-existing Customer specific enhancements or developments
- (h) Any changes required because of quality or values of Customer's master and transactional data
- (i) Unit testing in any other environment besides the environment where the initial configuration was completed

(j) Training services, such as formalized training on the Cloud Service for project team members, training for users or end user documentation

(k) RACI

2.5. The Customer has overall accountability for the project. SAP and Customer agree on the following responsibility matrix for the key activities per scope item.

(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.

Activites for scope item (a) Assistance in the overall project management	SAP	Customer
Overall project management (project plan, project team coordination, project internal and external coordination, risk mitigation)	C	R
Validate project plans, major milestones and overall governance model	C	R

Activites for scope item (b) Assistance in functional and technical design tasks	SAP	Customer
Review provided required data collection documents (master data, processes)	C	R
Provide as-is functional and technical design of the processes	C	R
Deliver to-be process design	C	R
Deliver functional design specification document	C	R
Design sign off	I	R

Activites for scope item (c) Assistance in the configuration of the current Test System	SAP	Customer
Initial load of configurations into SAP Business Network Test System (limited to configurations accessible only to SAP)	R	C
Deploy final configurations to SAP Business Network Test System (limited to configurations accessible only to SAP)	R	C
Configuration review and solution confirmation	C	R

Activites for scope item (d) Assistance in testing activities	SAP	Customer
Prepare and manage test phase (scenario, script, master data, issue and resolution tracking, overall coordination)	C	R

Activites for scope item (d) Assistance in testing activities	SAP	Customer
Integration testing	C	R
User acceptance testing	C	R
Resolve testing issues	C	R
System validation	C	R
User acceptance testing sign off	I	R

Activites for scope item (e) Assistance in the go live and hypercare activities	SAP	Customer
Migrate SAP Business Network configuration to Production System (limited to configurations accessible only to SAP)	R	C
Migration of additional Customer scope	I	R
Migrate ERP system and integration configuration to Production System	I	R
Go live sign off	C	R
Post go live hypercare support	C	R
Organize transition to SAP Business Network support	R	C

3. SCHEDULE

- 3.1. The start date of the Services will be mutually agreed between parties within a reasonable time frame after the Order Confirmation.
- 3.2. SAP may require a lead time of up to 2 weeks to assemble a team. SAP reserves the right not to start the Services until SAP has assembled a team.
- 3.3. The duration of the Services is 2 weeks.
- 3.4. 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.

4. ORGANIZATION

- 4.1. SAP Team
 - 4.1.1. The SAP team includes the following role:
 - (a) Business Process Consultant
 - (b) Technology Consultant
 - 4.1.2. SAP may elect to staff a single resource to serve multiple roles, or multiple resources to serve a single role.
 - 4.1.3. SAP team roles are in general staffed on a part time basis. Level of effort across all SAP resources will not exceed 26 hours per week.

- 4.1.4. Services are delivered remotely.
- 4.2. Customer Team
- 4.2.1. 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
- 4.2.2. In cases where it is necessary to assign multiple resources to a single role, Customer shall clearly identify the responsibilities of each resource.
- 4.3. Governance
- 4.3.1. 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.
- 4.3.2. 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.
- 4.3.3. 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 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.

5. CUSTOMER RESPONSIBILITIES

- 5.1. 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.
- 5.2. In addition to the Customer responsibilities in the applicable terms and conditions, Customer shall fulfill, in particular, the following 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
- (m) Customer shall sign off the completion of the Services in written form upon request

6. ASSUMPTIONS

- 6.1. The Services must be completed prior to go live. Any post go live support shall be subject to a separate services agreement.
- 6.2. Test System and Production System are the only ones supported for this Services.
- 6.3. 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.
- 6.4. If not otherwise agreed, the project language and corresponding documentation is English. SAP documentation will be delivered in English only.
- 6.5. If not otherwise agreed, Services are provided from Monday through Friday on normal regional business hours (between 8:00 a.m. – 6:00 p.m), in accordance with SAP recognized holidays, observed by SAP's registered office.
- 6.6. 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 methodology for the implementation of and transition to SAP solutions
 - (b) May utilize project 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.
 - (d) Will not create or provide Deliverables that are subject to acceptance procedure or warranty
- 6.7. 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.