Scope Document for SAP Ariba Best Practice Center

This Scope Document forms part of the Order Form.
Capitalized terms have their meaning defined in the General Terms and Conditions.

CONTENTS

1   SCOPE OF SERVICES

The Customer is undertaking a project in connection with SAP Ariba Cloud Services. The Customer is the owner of the Customer´s project and has overall responsibility for the project and the process, scope, costs, resources, and outcomes.

SAP will provide SAP Ariba Best Practice Center services ("Services" or "BPC Service(s)") to assist Customer with the SAP Ariba Cloud Service(s).

BPC Services are available for the following SAP Ariba cloud solutions, depending on Customer´s purchased solutions. The activities of Services available via the BPC are as follows:

SAP Ariba Cloud Solution	Activities of Services
- SAP Ariba Sourcing - SAP Ariba Contracts - SAP Ariba Supplier Information Performance Management - SAP Ariba Supplier Lifecycle and Performance - SAP Ariba Risk - SAP Ariba Buying - SAP Ariba Buying and Invoicing - SAP Ariba Invoice Management	- Coaching support and planning, demonstrations, and best practice sessions to highlight and guide configuration, adoption, usage, success metrics and reporting - Support and guidance on: - Bridging multiple SAP Ariba cloud solutions - SAP Ariba cloud solutions based on Customer's configurations - Assistance to review new feature and functionality releases that might be relevant to the Customer organization's specific initiatives to improve the value of their SAP Ariba Cloud Solutions.

SAP Ariba Best Practice Center Services Approach

Exact topics to be covered by the above activities of the Services will be agreed between Customer and SAP. The Services do not include any Deliverables that are subject to acceptance.

SAP will assign a Consultant to the Customer to serve as the BPC single point of contact. This Consultant will be responsible for managing the Services.

The Customer can have 2 identified named users to coordinate activities associated with the BPC Services and can request ad-hoc support through a designated BPC email address. Only named users can access the Services directly, but all authorized users in an organization might benefit indirectly from the Services and information the named users disseminate. Named users may also designate that other users in their organization can work with the BPC directly, but all requests must filter through one of the two named users.

The BPC Service is an as-needed guidance Service and is not designed to deliver procurement programs or event projects. SAP reserves the right to decline any Customer request to the BPC Service for projects outside a standard offering, and/or to modify Customer's access to the BPC Service to prevent such requests.

SAP will monitor the number of BPC hours used by Customer and will notify a Customer if usage exceeds the maximum number of hours designated below. SAP reserves the right to decline a Customer's request or modify access when usage exceeds, or when requested usage would exceed, maximum permitted hours.

2   SCHEDULE

Service	Service Hours (BPC Hours)
SAP Ariba Best Practice Center Services	**24**

Within 5 business days after Order Confirmation the Customer will be contacted by SAP to schedule the start of the Service.

Start of delivery will be mutually agreed between the parties ("Commencement Date").

The BPC Hours are to be consumed within one year from Commencement Date. Any hours not used within this timeframe will be lost.

3 ORGANIZATION

3.1 SAP Team

The key SAP roles are as follows:

SAP Team	Level of Involvement
SAP Ariba BPC Consultant	Multiple resources, part-time, offsite.

3.2 Customer Team

The Customer team will include the following roles. Customer team is assumed to be available to complete Customer activities.

Customer Role	High-Level Responsibilities	Resource Type	Key Success Factor	Commitment
Functional Lead	Act as main point of contact to coordinate BPC Services requests	Recommended: Strong solution user and site administrator who will manage the business needs related to solution adoption	Must take ownership for engaging necessary users and team members to increase adoption.	Depends on level of engagement based on business need

4 GENERAL CUSTOMER RESPONSIBILITIES

Customer has, in particular, the following general responsibilities:

- Customer will have purchased SAP Ariba software license.
- Customer will make timely decisions throughout the execution of this Services.
- Customer will place BPC Service requests through the BPC email provided by SAP.
- If Customer includes any SAP Confidential Information and/or Cloud materials in any Customer-created usage manuals, guides, or handbooks (collectively "Customer Materials") such Customer materials shall be restricted to Customer's internal use only and subject to the terms of the agreement between Customer and SAP (and/or its Affiliates as applicable) governing Customer's access to and use of the Cloud services. Further, in addition to preserving and maintaining all copyright and trademark notices, the following designation must be placed on every page of each such Customer material: "This document contains proprietary and Confidential Information of SAP and/or its Affiliates".
- Ensure that Customer team members are knowledgeable about the solution being implemented and define their training approach and schedule.
- Ensure that key users are available for all workshops and activities as needed.
- Customer will identify a liaison for the internal adoption team.
- Customer will coordinate internal key resources and all subject matter experts.
- Minimize the change in personnel throughout the duration of the Service.
- Manage the Customer's third-party service providers.
- Supply SAP with the names and contact information of key Customer and third-party resources.
- Ensure that a consistent, stable, and fast remote support connection is available between SAP and the Customer at the required times (Zoom meeting, Skype for business or customer's preferred technology, testing of the connection should happen prior to the engagement starting).
- Provide SAP with the necessary authorizations for remote access to Customer's systems.
- 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.

- Provide technical advice regarding any third-party systems to which the team will have access.
- If 3rd parties are involved the Customer is responsible for the acts, omissions, and defects of parties that Customer contracts or instructs to perform Customer's duties (notably other third parties not engaged by SAP and if SAP is sub-contractor of the contracting party the end Customer) as if they were Customer's own acts, omissions, and defects. As between SAP and Customer's other, third-party contractors, such other contractors are therefore parties performing duties on Customer's behalf.

Performance by Customer of its collaborative duties in this contract is a primary contractual duty and is a necessary precondition for the proper performance of SAP's duties.

5   ASSUMPTIONS

The following assumptions apply:

- SAP reserves the right to replace the single point of contact at any time.
- Services will be delivered remotely only.
- Consultant time is booked in one-hour increments for meetings, meeting preparation, and follow-up; email responses, and customer-directed research.
- If not otherwise agreed, the project language is English, and all documentation will be prepared in English Project meetings will be held in English and Change Requests and minutes will be prepared in English.
- 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.
- All supporting documentation will be developed using personal computers/laptops using Microsoft Office applications (Word, Excel, MS Project, Visio, and PowerPoint) or other mutually agreed documentation tools.
- Any references to best practices, optimization or innovation are not intended to suggest identification or resolution of all such opportunities or maximum improvements or any specific outcomes.
- For the avoidance of doubt, Customer will primarily be responsible for correcting non-conforming results, which are related to Customer responsibilities, and SAP will primarily be responsible for correcting material defects, which are related to the agreed SAP scope and activities performed by SAP, provided that the other party will support when needed.

6   EXCLUSIONS

Any items or services not defined as in scope for this Service are deemed out of scope, including, but not limited to the following exclusions:

- Procurement of software licenses (SAP and non-SAP licenses).
- Configurations / customizations to the SAP Ariba Cloud Solutions.
- On-boarding of suppliers to the SAP Ariba Network.
- Development of any new internal or external collateral.
- Development of specific reports required by Customer.
- Classroom or virtual classroom training.
- Custom Training development.