



## Launch Optimization Service

For the purpose of this document, "Licensee" shall mean "Customer" as set forth in the Order Form (defined below). SAP and Licensee agree that this online attachment to the Order Form for SAP Cloud Services ("Order Form") is a binding agreement for Services (defined below) governed by the SAP Services General Terms and Conditions for SAP Cloud Services ("GTC") made available on <http://www.sap.com/company/legal/index.epx> and together this Order Form and the GTC form the Agreement. Licensee acknowledges it has had the opportunity to review the GTC prior to executing this Order Form. SAP recommends Licensee prints copies of the GTC for Licensee's own records.

1. **SAP Services.** The Services to be delivered to Licensee under the Order Form consist of the Services identified below and further specified in the attached Scope Document.

1.1 SAP will assist Licensee with Launch Optimization Service for Cloud Solutions.

1.2. Licensee Responsibilities

Licensee agrees to provide appropriate project resources, including but not limited to equipment, data, information, workspace and appropriate and cooperative personnel, to facilitate the performance of the Services

1.3. Project Assumptions

The following assumptions apply:

- Licensee is owner of the Project and is responsible for and controls the implementation, scope, costs, resources and targeted solutions.
- It is mutually understood that business requirements, resources and dates may change. Licensee is responsible for revising the estimated project plans and requesting changes to the requirements for SAP services.
- SAP's sole responsibility is to provide SAP Consultants to perform the Services remotely.
- All supporting documentation and work products will be developed using industry standard personal computers/laptops using Microsoft Office applications (Word, Excel, MS Project, Visio and PowerPoint) or other mutually agreeable documentation tools.
- The Service will have sponsorship from Licensee's senior management, who will be available for short interviews and the overview of the findings and recommendations documented in each of the four (4) review reports.
- Licensee will assign all necessary IT and business resources including systems access as needed by SAP to perform the Service.

2. **Invoicing.** Notwithstanding anything to the contrary, Licensee acknowledges and agrees that: i) it must provide SAP with a valid purchase order for the Services to be delivered under this Order Form, and SAP shall have no obligation to commence delivery of Services hereunder until it receives such purchase order; ii) such purchase order shall be governed by the terms of the Agreement and this Service Description/Scope Document; and iii) should SAP, in its sole discretion, elect to commence delivery of Services hereunder in advance of its receipt of a purchase order, the same shall not operate as a waiver of any of SAP's rights (including, without limitation, SAP's right to stop its performance of Services at any time during the period where the purchase order remains outstanding).

3. **Fees and Payment Terms:**

Service Fees, excluding taxes and travel and living expenses are defined in the referenced subscription Order Form



### 3.1 Service Location

Unless otherwise agreed in writing the Services provided hereunder will be delivered remotely without onsite visits to the Licensee Primary Access location identified in the subscription Order Form. Licensee understands that the calculation of Taxes may be affected by this receipt of Service Location. Licensee hereby agrees to indemnify SAP for any Taxes and related costs, interest and penalties paid or payable by SAP.



## Scope Document

The SAP Service Description for Quality Assurance Services found at: <http://www.sap.com/servicedescriptions> forms an integral part of the project scope defined in this Document.

### 1 Project Scope

SAP will execute the launch optimization service for cloud solutions “QA Services Project”.

This document addresses the Quality Assurance scope required for the to-be-reviewed project. It is mutually understood that business requirements, resources and dates may change subject to the applicable terms of this scope document and that any such material change requested by or as a result of inability to provide agreed upon resources, fulfill applicable assumptions and to perform the responsibilities set forth herein or the result of errors or omissions may result in a Change Request in accordance with the Change Request Procedure in accordance with the GTC and the Order Form.

#### 1.1 Solution Scope

SAP will execute four (4) predefined reviews, providing an independent and objective review of Licensee’s SAP Software implementation effort for the solutions defined in the referenced subscription Order Form.

#### 1.2 Project Definition

SAP will conduct the following four (4) predefined reviews:

<b>Project Preparation and Governance Review</b>	The Project Preparation & Governance Review assesses whether the project is set up correctly to facilitate a smooth start and solid foundation. This includes a review of: <ul style="list-style-type: none"><li>• Project setup</li><li>• Project governance structure</li><li>• Project schedule and project scope</li><li>• Training and skills composition of the project team</li></ul>
<b>Design Review</b>	The Design Review reviews the solution, integration, and data migration design, defined based on the Licensee’s requirements, with respect to SAP’s recommended best practices standards. This includes a review of Licensee’s: <ul style="list-style-type: none"><li>• Solution design</li><li>• First iteration of configuration</li><li>• Integration design</li><li>• Data migration approach</li></ul>
<b>Solution Review</b>	The Solution Review reviews the solution configuration, integration, configuration/development and data migration execution with respect to SAP’s recommended best practices standards. This includes a review of Licensee’s: <ul style="list-style-type: none"><li>• Overall solution design</li><li>• Completed configuration</li></ul>



	<ul style="list-style-type: none"> <li>• Integration architecture and programs</li> <li>• Data migration status</li> </ul>
<b>Readiness Review</b>	<p>The Readiness Review assesses Licensee's readiness for the final project activities to bring the solution live. This includes a review of Licensee's:</p> <ul style="list-style-type: none"> <li>• Cutover approach</li> <li>• Go-Live readiness</li> <li>• Adoption readiness</li> </ul>

## 2 SAP Activities

The following table defines the Service activities that SAP or SAP and Licensee jointly will undertake during the QA Services Project in addition to the Service activities defined in section 3 of the SAP Service Description for Quality Assurance Services.

<b>Quality Assurance Service</b>	
<b>Service Element</b>	<b>Activities</b>
<b>Quality Assurance Management</b>	<p>Manage QA plans for to-be-reviewed projects/programs and coordinate QA activities with respective teams &amp; stakeholders</p> <ul style="list-style-type: none"> <li>• To-be-reviewed Program/Project set-up, planning and execution</li> <li>• Coordination of all or part of quality assurance assessment activities including report back to Licensee and partner</li> <li>• Lead quality planning activities and oversee the delivery of multiple QA Services projects related to successful program execution.</li> <li>• Create QA Services program/project plan and be responsible for delivery of its' major elements including program's business objectives, scope and solution</li> <li>• Monitor the execution of the to-be-reviewed program quality plan and program success</li> <li>• Work closely with the Program Sponsors and Program Review Boards to facilitate decisions necessary for a quality program delivery.</li> </ul>
<b>Quality Assurance Support</b>	<p>Execute parts of QA plans and activities onsite or remote and report back results</p> <ul style="list-style-type: none"> <li>• Support in QAS planning, execution and monitoring such as program/project management tasks, preparing status updates, documentation, remote solution/organization/program checks, reporting.</li> </ul>

## 3 Project Team Organization

The Service uses the project team organization defined in the SAP Service Description for Quality Assurance Services.

Licensee and SAP will replace their respective team members or vacated team slots as deemed necessary during the QA Services Project.



Licensee will provide the Licensee QA Services Project Team on an as-scheduled basis. Other business and technical experts from within Licensee will participate on an as needed basis.

#### 4 SAP Deliverables

The following table lists key Project Deliverables that will be delivered by SAP. SAP will be deemed to have met its performance obligation in accordance with the following Deliverable and Completion Criteria

<b>Deliverable</b>	<b>Completion Criteria</b>
Project Preparation and Governance Review Report	SAP completes and delivers the review report to Licensee.
Design Review Report	SAP completes and delivers the review report to Licensee.
Solution Review Report	SAP completes and delivers the review report to Licensee.
Readiness Review Report	SAP completes and delivers the review report to Licensee.

#### 5 Assumptions

##### 5.1 Assumptions about Project Delivery

In addition to the assumptions about QA Services Project Delivery as set forth in the Service Description for Quality Assurance Services, the following assumptions about QA Services Project Delivery apply:

- Neither SAP nor Licensee will use verification and validation testing processes which may be required by regulatory, industry or governmental requirements.
- All communications between SAP and Licensee, via e-mail, on the phone, in person, etc., will be in English.
- All QA Services Project deliverables will be delivered in English.