

Scope Document for Custom Field Package for SAP Ariba Solutions, 10-Pack

This Scope Document is part of the agreement between SAP and Customer.

1. DEFINITIONS

- 1.1. “**Production System**” means a live SAP system used for running Customer’s internal business operations and where Customer’s data is processed.
- 1.2. “**Services**” means the service(s) to be provided by SAP as described in this Scope Document.
- 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 the Services as described herein to assist Customer with the implementation of the Cloud Service SAP Ariba.

- 2.2. The following items form the scope of Services and will be confirmed via an email (scope confirmation). The parties shall document any changes to the requirement prior to the effort commencing.

- (a) Implement up to 10 of custom fields and/ or field customizations (“Fields”) for one SAP Ariba Cloud Service in English only. A custom field is a new field that is added to the user interface. A field customization is made to an existing out the box field in the user interface or a prior created custom field in the user interface.
- (b) Review how the Fields will integrate within the existing SAP Ariba Cloud Service.
- (c) Configure Fields for the applicable SAP Ariba Cloud Service.
- (d) Assist with test issue resolution and validation for the Fields.
- (e) Migrate Fields from Test System to Production System.

- 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: English only
- (b) Services support a single migration to one single Production System go live in one designated data center, as mutually agreed upon by SAP and Customer
- (c) Services support the implementation to a single site only (e.g. standalone Strategic Sourcing site, single child realm, or single supplemental site)

- 2.3.2. Services Scope Conditions

- (a) Services are delivered remotely.
- (b) The project language is English, and all Services documentation and Deliverables will be provided in English only, unless otherwise agreed at the start of the Services.
- (c) All meetings and sessions are set up as a phone call or online-meeting with standard applications such as Zoom or MS Teams.

- 2.4. Prerequisites

Customer shall fulfill the following prerequisites before the start of the Services, unless otherwise stated:

- 2.4.1. Customer has a valid cloud subscription that is provisioned for one of the following:

- SAP Ariba Sourcing
- SAP Ariba Contracts
- SAP Ariba Strategic Sourcing Suite
- SAP Ariba Buying
- SAP Ariba Buying and Invoicing

- SAP Ariba Supplier Information and Performance Management
- SAP Ariba Supplier Lifecycle Performance
- SAP Ariba Catalog
- SAP Ariba Supplier Risk
- SAP Ariba Invoice Management
- SAP Business Network Commerce Automation
- SAP Business Network Supply Chain Collaboration

The applicable Cloud Service is communicated to SAP.

2.4.2. Customer provides access to the following tiered system landscape: Test System, Production System.

2.5. Customer needs to identify the corresponding requirements for the custom fields and/ or field customizations ("Fields") in scope no later than the end of month 10 from the date of the Order Confirmation ("Effective Date").

2.5.1. Customer systems are fully functional.

2.6. Out of Scope

Any services not expressly listed in this Scope Document are out of scope, including without limitation:

- (a) no integration and data migration activities;
- (b) functionality not explicitly described in this document;
- (c) analysis of as-is business processes;
- (d) authoring and maintenance of Customer's business process flows and models, policies, and other documents that are not part of the Services;
- (e) programs or content to migrate data from legacy systems;
- (f) data cleansing, validation or data clean up;
- (g) coordination of work required from Customer's third-party vendors;
- (h) content for end user training including train the trainer,
- (i) verification and validation testing processes that may be required by regulatory, industry or governmental requirements;
- (j) implementation of any solution or integration scope not explicitly mentioned in this document;
- (k) implementation on any additional servers not explicitly mentioned in section 1.1 of this document;
- (l) Customer specific authorizations roles and security concepts. SAP will use the standard authorization content provided with the SAP Ariba Cloud Service;
- (m) any changes required because of pre-existing Customer specific enhancements or developments;
- (n) any changes required because of quality or values of Customer's master and transactional data;
- (o) unit testing in any other environment besides the environment where the initial configuration was completed;
- (p) testing using more than one application language; only content in English will be tested;
- (q) interfaces to third-party or to legacy systems not defined;
- (r) creation or change of print forms;
- (s) reports that are not in the SAP Ariba standard application or modifications to these standard reports;
- (t) any changes required because of industry specific functionality or requirements for country specific localization;
- (u) implementation of customizations across multi-ERP configuration or multi-tier environments;
- (v) organizational change management activities;
- (w) subscription to any Cloud Services or purchase of SAP Software;
- (x) any development of custom code, updates or upgrades to SAP products, i.e. developments that modify the standard SAP Software source code, WRICEF development objects (Workflows, Reports, Interfaces, Conversions, Enhancements and Forms), development of new functionality, extensions, or co-innovation, custom developments and software developments.

- (y) training services, such as SAP standard training on SAP solutions for project team members, training for users or end user documentation.

3. APPROACH AND RACI

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
Carry out preparatory steps as needed to start execution of the Services	I	R
Confirm governance model, escalation and issue management approach	R	C
Provide the Customer Requirements Document template	R	C
Complete the Customer Requirements Document with up to 10 Fields	C	R
Review how the new Fields will integrate within the existing SAP Ariba Cloud Service	R	I
Confirm requirements as-is or provide feedback for Customer to adjust the requirements.	R	C
Update Customer Requirements Document, as required based on the feedback above	C	R
Configure the SAP Ariba Cloud Service to support the Fields as agreed upon in the Customer Requirements Document	R	I
Develop any custom Enterprise Resource Planning (ERP) interfaces required as a result of these requirements	I	R
Test Fields configuration	C	R
Review testing results	R	C
Resolve agreed test issues that are related to Services scope and activities performed by SAP	R	C
Resolve test issues that are related to Customer responsibilities	C	R
Migrate custom/customized fields to Production System	R	C

4. SCHEDULE

- 4.1. Services are provided on a one-time basis. The estimated duration for the Service is 8 weeks, all corresponding requirements must be provided to SAP no later than the end of Month 10 from the date of the Order Confirmation ("Effective Date").

4.2. SAP reserves the right not to start the Services until SAP has assembled a team, which may require a lead time of up to 4 weeks.

5. ORGANIZATION

5.1. SAP Team

5.1.1. The SAP team includes the following roles:

- (a) Services Lead: acts as the Services point of contact to the Customer
- (b) Functional Consultant
- (c) Technology Consultant

5.1.2. SAP may elect to staff a single Consultant to serve multiple roles, or multiple Consultants to serve a single role.

5.1.3. SAP team roles are in general staffed on a part time basis.

5.2. Customer Team

5.2.1. The Customer team includes the following key 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. Takes responsibility for the solution 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: Represent the business and will be involved in issue resolution and data migration.
- (d) End Users: Nominated system end users that join the project to undertake testing and training.

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
Customer Requirements Document Template	Document which summarizes the data collection template, Customer decisions and integration if relevant.	Customer Requirements Document template is provided to the Customer

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 is responsible to provide data in the data collection template provided by SAP.
 - (b) Customer shall understand the functionality and configuration capabilities of the SAP Ariba Cloud Service and select how the SAP Ariba Cloud Service should be configured to best address the Customer's business requirements.
 - (c) Customer shall provide to the SAP team all appropriate documentation and necessary reports required to complete the Services.
 - (d) The Services may include the export of Customer data to be performed by the Customer. Customer must ensure that all Customer data provided to SAP does not contain sensitive defense information the export of which would violate the International Traffic in Arms Regulations or any other applicable export control laws or regulations.
 - (e) Customer is responsible for any impact or communication to the Customer's suppliers that is required as a result of a change in the formats of the transactions between Customer and their suppliers.
- 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 access 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 complete the relevant SAP standard trainings.
 - (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. In the event that custom fields are being purchased for SAP Ariba Buying, SAP Ariba Buying and Invoicing, Invoice Management or SAP Ariba Catalog, this may require corresponding custom configurations on the Ariba Network User Interface to be performed. As part of the Services, these additional custom configurations would be able to be performed on the Purchase Order Display and Invoice Input in the Ariba Network UI and is limited to

basic customizations including field defaulting, field labels, field length validation, field visibility, field value selection and field editability.

- 8.2. 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.
- 8.3. Unless otherwise specified, the Services are provided within normal business hours, Monday through Friday, excluding SAP recognized holidays.
- 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 methodology for the implementation of and transition to SAP solutions;
 - (b) may utilize project accelerators; and
 - (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 standard SAP training on SAP 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.