

SAP Value Assurance Support Services Description (“VASSD”)

SAP Value Assurance Support Services are in addition to the services delivered under a Support Schedule and may provide professional expertise onsite and/or remotely to assist Customer in its SAP Software implementation project using SAP’s implementation guidelines. SAP delivers only the SAP Value Assurance Support Services specified in an SAP Value Assurance Support Services Scope Document to an Order Form referencing this Service Description. SAP Value Assurance Support Services focus on Orchestration and Safeguarding, Planning, and Design.

The capitalized terms referred and not defined herein will have the same meaning as they are defined in the Agreement.

1. DEFINITIONS

- 1.1. **“Normal Business Hours”** means an 8 hour period between 6:00 am and 8:00 pm, Monday thru Friday, unless otherwise agreed to in writing by the parties.
- 1.2. **“Support Schedule”** means the schedule to the License Agreement for SAP support (e.g.; SAP Standard Support, SAP Enterprise Support or SAP Product Support for Large Enterprises) that is in force for the Software licensed under the License Agreement.

2. SAP VALUE ASSURANCE SUPPORT SERVICES

SAP Value Assurance Support Services (“**VA Services**”) currently include the following components:

- 2.1. SAP Embedded Support Services
 - 2.1.1. SAP delivers SAP Embedded Support Services as a team of SAP support resources (“**Embedded Resources**”) identified in a VA Services Scope Document to an Order Form performing one or any combination of the activities described below as agreed by the parties. The TQM will be available during Normal Business Hours at the Service Delivery location for the quota of days all specified in a VA Services Scope Document to an Order Form during the VA Services Term (“**TQM Quota**”). The assignment of the TQM will occur within 6 weeks after execution of the Order Form. The TQM Quota does not include any vacation leave by the assigned Embedded Resources.
 - 2.1.2. SAP Technical Quality Manager (“**TQM**”) activities:
 - a) Develop and maintain a Customer-specific VA Services engagement Service and Support Plan that is mutually agreeable to the parties
 - b) Facilitate the execution (i.e. delivery process) of the mutually agreed to VA Services engagement Service and Support Plan including the coordination of individual service deliveries and SAP resource staffing process at the project level
 - c) Track Customer’s implementation of SAP’s recommendations and action plans resulting from the delivery of SAP Support Services hereunder
 - d) Provide periodic status and risk reporting at Customer’s project management level
 - 2.1.3. All SAP Embedded Support Services will be coordinated with Customer’s Engagement Manager.
- 2.2. SAP Support Services.
 - 2.2.1. SAP may provide Planning, Orchestration and Safeguarding, and/or Design services (collectively “**SAP Support Services**”) as may be determined by SAP and Customer in the agreed to VA Services engagement Service and Support Plan, for the quota of SAP Support Services days specified in the VA Services Scope Document to an Order Form during the VA Services Term (“**Support Services Quota**”).
 - 2.2.2. Customer may allocate available Support Services Quota days solely for the SAP Support Services categories specified in the preceding paragraph. A listing of SAP’s current SAP Support Services is available at <https://www.sap.com/value-assurance-support-service>.
 - 2.2.3. To schedule SAP Support Services, Customer will contact the assigned TQM or designated SAP resource. SAP requires a minimum lead-time of 5 weeks for scheduling SAP Support Service delivery requests. If reasonably possible for SAP, SAP Support Services may also be scheduled based on short-term needs and according to arising project requirements. SAP will calculate the estimated days for a requested SAP Support

Service based on Customer's information and requirements. This estimate will include preparation and post processing activities. The days used for an SAP Support Service will be deducted from the Support Services Quota, where applicable. No time will be deducted from the Support Services Quota for travel time. If Customer postpones or cancels any already requested SAP Support Service less than 3 weeks before the start date of the SAP Support Service, SAP may deduct already rendered days from Customer's Support Services Quota.

2.2.4. Customer shall define a project team and make sure that the relevant contact people are available for the duration of the individual SAP Support Service deliveries. Such Customer project teams should be staffed with Customer's IT Project Manager, concerned business process owners, system administrators, active users, and the persons who are responsible for the implementation of the respective core business processes. The agenda requires the participation of some or all of the Customer project team. Prior to an SAP Support Service delivery, the Engagement Managers will agree upon a more formal agenda for the SAP Support Service and the required involvement of Customer's project team members.

2.3. SAP Expertise on Demand

2.3.1. SAP Expertise on Demand ("**EoD**" or "**EoD Services**") is a remote service which provides SAP resources to fill Customer's need for short to medium-term duration (up to a maximum of 10 person-days in duration) tasks. These tasks target technically complex or unusual issues that are typically beyond the experience of Customer's staff such as: minor Modifications of SAP Software; minor configuration changes of Customer's SAP Software system; knowledge transfer on SAP Software and similar tasks. EoD Services do not include:

- a) reaction on Customer incidents as these are covered under the Support Schedule to the License Agreement; or
- b) non-standard software received from SAP's Custom Development organization.

EoD Services will be provided during Normal Business Hours for the quota of EoD days specified in a VA Services Scope Document to an Order Form during the VA Support Services Term ("**EoD Quota**").

2.3.2. SAP will use commercially reasonable efforts to fulfill EoD Task requests submitted by Customer, however, SAP does not guarantee that it can or will fulfill every EoD Task request submitted by Customer hereunder and SAP will have no liability if it cannot or does not fulfill such EoD Task request. SAP will notify Customer if it cannot fulfill an EoD Task request. If SAP commences work on an EoD Task and subsequently determines that it cannot or will not complete such EoD Task, SAP will provide Customer with a written explanation of the reasons for such action.

2.4. SAP On-Call Duty Services.

2.4.1. SAP On-Call Duty Services offer Customer remote access to a contact person within SAP's support organization to support Customer with critical business processes, upon request. Such SAP On-Call Duty Services contact will be available for the quota of SAP On-Call Duty Services sessions per Period during the VA Services Term specified in the VA Services Scope Document to an Order Form ("**On-Call Duty Quota**").

2.4.2. An SAP On-Call-Duty Services session is:

- a) either Monday to Sunday starting 08:00 and ending 20:00 the same day in Customer's local time zone ;
or
- b) or Monday to Sunday starting 20:00 and ending 08:00 the following day in Customer's local time zone.

2.4.3. To schedule SAP On-Call Duty Services Customer will make a request in writing to the TQM. The scheduling of SAP On-Call Duty Services is subject to 5 weeks advance notice.

3. ENGAGEMENT MANAGEMENT

3.1. Each party shall designate an Engagement Manager. SAP's Engagement Manager will be the assigned TQM or designated SAP resource. Customer's Engagement Manager will be English speaking and empowered to make necessary decisions for Customer or bring about such decision without undue delay. Such Engagement Managers shall cooperate closely with each other to administer the terms of this VASSD and any VA Services Scope Document to an Order Form. All VA Services performed by the assigned SAP resources will be coordinated with Customer's Engagement Manager.

- 3.2. The parties hereto agree that the cooperation of Customer's third-party consulting partner(s) ("**Customer Partner**") is critical to the success of individual VA Services engagements. Customer shall ensure that any such Customer Partner(s) will comply with Customer's responsibilities hereunder and shall cooperate with SAP as reasonably requested by SAP in order for SAP to fulfill its obligations hereunder.

4. CUSTOMER REQUIREMENTS

- 4.1. To receive VA Services under an Order Form, Customer must:
- a) continue to pay all support fees (i.e.; Standard Support Fees, Enterprise Support Fees, or Product Support for Large Enterprises Fees) or subscription fees under the License Agreement;
 - b) otherwise fulfill its obligations under the License Agreement, GTC, the Order Form, and the VA Services Scope Document; and
 - c) provide remote connectivity and data access in accordance with the Support Schedule.

5. GENERAL PROVISIONS

- 5.1. Consultants will not provide VA Services hereunder outside Normal Business Hours, on weekends, public holidays, or night shifts unless mutually agreed to in writing by the parties in advance.
- 5.2. The assigned Embedded Resources will be entitled to their normal annual vacation leave as set forth in their employment contract with SAP or other SAP Affiliate.
- 5.3. To ensure efficient communication, the language for the delivery of VA Services will be English. Relevant information related to the individual VA Services will be provided to the SAP resources in English.
- 5.4. The assigned SAP resources (including the assigned Embedded Resources) may occasionally perform VA Services activities hereunder from an SAP office.
- 5.5. The scope of VA Services offered by SAP may be changed annually by SAP at any time upon 90 days prior written notice to reflect the continuing development of SAP Software and technical advances and provided such changes in the scope of VA Services are applied to similarly situated SAP customers subscribing to VA Services in the Territory as defined in the applicable License Agreement. If SAP exercises its option to change the scope in accordance with this Section 5.5, and such changes are not acceptable to Customer, Customer is entitled to terminate a VA Services Scope Document to an Order Form affected by such scope change(s) with effect at the expiration of this 90 day period. If Customer does not terminate within such period, the changes are deemed to be accepted by Customer.
- 5.6. Fees are subject to change once per calendar year upon 90 days prior written notice to Customer. If SAP exercises its option to change fees in accordance with the preceding sentence, and such changes are not acceptable to Customer, Customer is entitled to terminate the VA Services Scope Document(s) to any Order Form(s) affected by such fee change with 30 days' written notice from Customer's receipt of SAP's notice of such fee change with effect to the end of the then current calendar year in which such fee change notice is given. If Customer does not terminate within such period, the fee changes are deemed to be accepted by Customer.