

## Service Descriptions

### Managed Services (HANA Enterprise Cloud and Application Management Services) Description

#### 1. Definitions.

**“Business Day”** means any days from Monday to Friday with the exception of the public holidays observed at Customer location as specified in the applicable Order Form.

**“Business Hours”** means business hours (8 a.m. until 6 p.m. local time) at Customer location on Business Days.

**“Change Request”** means any changes in the HEC Service as described in a written document signed by the parties and referencing the applicable Order Form.

**“Computing Environment”** means the SAP provided data center facilities, servers, networking equipment, operating systems, and data storage mechanisms used by SAP to provide the HEC Service for the Customer, and includes the Development Computing Environment (DEV), the Production Computing Environment (PRD), and the Quality Assurance Computing Environment (QAS) as agreed in the Order Form.

**“DEV” (Development Computing Environment)** means that part of the Computing Environment which is used only for the development and testing of new customizing or application adjustments.

**“Downtime”** means the total number of hours in any given month during which the Software, as applicable, is not able to respond to end-user or inter-system interaction requests, excluding any such time resulting from the causes listed in section 6.2 below.

**“HEC Service(s)”** means HANA Enterprise Cloud (HEC) services for productive purpose (HEC Production Cloud) or for a project phase (HEC Cloud Start) and/or Application Management Services (AMS) for HANA Enterprise Cloud Applications, which Customer has purchased pursuant to a Scope Document and Order Form. The HEC Production Cloud Services can be based on a BYOL (Bring Your Own License) approach or by using Subscription Software; that means there are two options: HEC Production Cloud (BYOL) or HEC Production Cloud with Subscription Software. Any services not included in the HEC Roles and Responsibilities document shall be deemed out of scope for the HEC Services. HEC Services shall be understood to be included in the definition of “Services” and “Cloud Services” as those terms are used in the Agreement.

**“Hosted Software”** means the software owned or licensed by Customer (BYOL “Bring Your Own License” – approach) and which Customer provides to SAP to be hosted as part of the HANA Enterprise Cloud for Production or HANA Enterprise Cloud for Projects service and/or also Subscription Software as part of the HANA Enterprise Cloud for Production with Subscription Software service purchased by Customer in an Order Form, including all SAP applications which are installed in the Computing Environment and supported via the applicable HEC Service, any application software, whether licensed from SAP or provided from a third party (where SAP has consented in writing to the use of such third party software), as well as all database software required to run the applications, but excluding any Subscription Software. Applications, databases, software, tools, and components that are licensed by Customer from any third party may only be hosted by SAP as part of the HEC Service with the prior written consent of SAP.

**“Incidents”** means unplanned interruptions or material reduction in service quality reported by Named Users of the Customer.

**“Incident Response Time (IRT)”** means the amount of time (e.g. in hours or minutes) between the time that the SAP Support organization is notified of the Customer-reported Incident and the first action taken by an SAP support person, familiar with the Customer’s environment, to repair the Incident

**“Solution Time (ST)”** means the amount of time (e.g. in hours or minutes) between the time the SAP Support organization is notified of the Customer-reported Incident until the first solution will be provided to the customer (time stamp of ticket status “solution proposed to customer” (can be set exceptionally manually in case of a workaround)). The Solution Time (ST) does not include the time, when the ticket is on customer or partner (technology or software partner of SAP) side. Solution Time (ST) will be only monitored for Incident Management tickets and if contractually agreed.

**“License Agreement”** means the agreement between SAP (or an SAP SE Affiliate, or an authorized reseller of the SAP software) under which Customer procured the license rights to use SAP software that comprises part or all of the Hosted Software.

**“Customer Data”** means any content, materials, data and information that Customer or its Named Users enter into the Computing Environment.

**“Point of Demarcation”** means the outbound firewall/VPN device of the Computing Environment.

**“PRD” (Production Computing Environment)** means that part of the Computing Environment which is used exclusively for the execution of live business transactions.

**“QAS” (Quality Assurance Computing Environment)** means that part of the Computing Environment which is used primarily for the execution of training exercises and/or the testing of application configuration and development.

**“Subscription Software”** means software for which the customer received use rights and maintenance by SAP on a subscription base. Subscription Software shall be understood to be part of the HEC Production Cloud with Subscription Software service for purposes of the Agreement. .

**“Technical Availability (TA)”** means a percentage calculated by dividing the Uptime by the total number of hours in the same month. Technical Availability of the individual SAP system (PRD, QAS or DEV) in the Customer’s Computing Environment is in accordance with Section 3 of the Order Form.

**“VPN”** means a Virtual Private Network that is a secure data network that utilizes the internet to connect geographically distant offices.

“**Termination Date**” means the effective date of a valid termination effected in accordance with terms of the Agreement.

“**Uptime**” means the total number of hours in any given month less the total Downtime for such month.

## **2. HANA Enterprise Cloud (HEC) Services**

### **2.1. General**

HANA Enterprise Cloud (HEC) Services means the services for operating Hosted Software in a data center facilities, servers, networking equipment, operating systems, and data storage mechanisms used by SAP to provide the services for the Customer. The Hosted Software can be owned / licensed by the customer (BYOL approach) or can also include Subscription Software.

The Hosted Software can include the Development (DEV), Quality Assurance (QAS) and the Production Computing Environment (PRD). The relevant configuration is defined and agreed in the relevant Scope Document. SAP provides services to manage the Hosted Software as further specified in Exhibit A.

- Storage management
- Management of the used operating systems including system startup/shutdown
- Data base management
- Security management
- Change control management
- System installation
- General NetWeaver and ABAP Operations

As part of the HEC Services SAP will install the Software in the Computing Environment, setup and configure relevant hardware and software monitoring agents for the Computing Environment and the Software and introduce Customer to SAP's support and communications procedures. The Exhibit A includes a detailed and complete description of service items. Any services not included in the Exhibit A shall be deemed out of scope for the HEC Service.

Additional Managed Services may be requested by the Customer via the Change Request Procedure. SAP shall have the exclusive right to determine and manage all resources used in providing the Managed Services. SAP may subcontract some or all of the components of the Managed Services to an SAP affiliated company or any qualified third party as SAP deems appropriate. In the event that the Managed Services are sub contracted to a third party as provided in this paragraph, SAP shall remain liable for the acts and omissions of that sub-contractor in its performance of those Managed Services.

If not otherwise stated in the relevant section, the descriptions of the service in section 3 to 11 shall apply to all HEC services in the same way.

### **2.2. HEC Cloud Start**

HEC Cloud Start is based on the BYOL approach only, Subscription Software is not in scope of this service. The standard term of the HEC Cloud Start service is 1 month to 1 year. The main intent of this service is to develop and create a customer specific landscape and configuration i.e. during an implementation project which is then ready to perform the HEC services in a productive way in the next stage (see HEC Production Cloud).

The SLA Technical Availability (see section 6.2.) is limited to 95% and the highest possible priority for any Incidents is “High”.

The customer can terminate the Order Form for HEC Cloud Start for convenience before the agreed term expires by giving at least 7 days prior termination notice at any time and without any additional termination fee. HEC Cloud Start has a weekly consumption base fee, to be invoiced monthly in arrears.

The following data bases can be supported within HEC Cloud Start: SAP HANA, Sybase ASE and also Microsoft SQL in case that neither HANA nor ASE is compatible with the customer solution. The main restriction for HEC Cloud Start is, that the customer can use the provided services for test or development purpose only but not for daily business operations.

### **2.3. HEC Production Cloud (BYOL)**

HEC Production Cloud is possible on the BYOL approach and also for Subscription Software. This section describes the conditions for HEC Production Cloud (BYOL), please notice the details for subscription in the following section.

The term of a HEC Production Cloud (BYOL) is between 36 and 60 month. SAP will operate the Hosted Software in the Computing Environment and the customer can use the services for productive use (at least on system with PRD mode of use must be part of the services). The SLA as described in section 6 are fully available for this service.

The customer can terminate the Order Form for HEC Production Cloud (BYOL) for convenience before the agreed term expires by at any time but with an additional termination fee as described in Section 10. HEC Production Cloud has a monthly fee, to be invoiced annually in advance.

The following data bases can be supported within HEC Production Cloud: SAP HANA, Sybase ASE and also Microsoft SQL in case that neither HANA nor ASE is compatible with the customer solution. The main restriction for HEC Cloud Start is, that the customer can use the provided services for test or development purpose only but not for daily business operations,

### **2.4. HEC Production Cloud with Subscription Software**

This service is similar to HEC Production Cloud (BYOL) regarding the service scope but with following important differences

- a) The compensation for the use rights and the SAP support (Enterprise Support) for the Subscription Software is included in the recurring monthly fee. The customer receives no ownership to the Subscription Software.
- b) The term of such HEC Production Cloud with Subscription Software can be only 36 month, longer or shorter terms are not possible.
- c) The Order Form for this HEC Production Cloud with Subscription Service cannot be terminated for convenience. Customer's right to access the Subscription Software ends upon the earlier of expiration of the initial term or any applicable renewal term, or early termination of the Order Form in accordance with the terms of the Agreement.

HEC Production Cloud with Subscription Software has a monthly recurring fee, to be invoiced annually in advance. The usable data bases are the same as in HEC Production Cloud (BYOL). Also the SLA in section 6 are fully applicable for this service.

## 2.5. Application Management Services (AMS) for HEC

The Application Management Services (AMS) consultant(s) assigned to this engagement will assist Customer in the ongoing application support of their SAP HANA Enterprise Cloud solution. The AMS Services for HEC to be provided by SAP hereunder are limited to the following scope and is subject to Customer fulfilling its responsibilities described in the HEC Roles and Responsibilities document (Exhibit A).

All other services, systems, applications and location supported etc. are not in the scope. The Customer must select the applicable Application Management Service in the relevant Scope Document and specify some details in the Order Form.

The following standard Application Management Services will be provided to the extent as described in the Exhibit A: Roles and Responsibilities:

- **Incident Management;** means Ticket acceptance from key users according to defined SLA's, analysis and resolution of Incidents according to defined solution scope and SLA's, recommendations on application- and system optimization, ticket-based documentation and if required: request involvement of 3<sup>rd</sup> Level Support
- **Problem Management;** means ticket acceptance from key users according to defined SLA's, root cause analysis and resolution of problems according to defined solution scope, recommendations on application- and system optimization, ticket-based documentation and if required: request involvement of 3<sup>rd</sup> Level Support
- **Change Management;** means ticket acceptance from key users according to defined SLA's, analysis of Requests for Change according to defined solution scope and SLA's, scope definition, commercial validation and creation of requests for change with customer project manager; for requests for change in the scope defined in this section: ticket-based documentation, planning and deployment of Requests for Change according to defined solution scope and SLA's and if required: request involvement of 3<sup>rd</sup> Level Support
- **Request Fulfillment,** means ticket acceptance from key users according to defined SLA's, implementation of service request, request for continuous operations and agreed standard change according to defined solution scope and SLA's, ticket-based documentation
- **Proactive Event Management (Monitoring),** means carry out of monitoring activities as specified in the monitoring concept and creation of incident tickets for identified issues; monitoring alerts, categorization of alerts according to criticality, and creation of incident tickets for critical alerts, taking corrective actions by processing the incident tickets, proactive adjustment to relevant parameter to avoid further issues, ticket-based documentation and if required: request involvement of 3<sup>rd</sup> Level Support
- **Proactive Services for SAP Applications,** means specific service activities defined for the customer specific landscape to be carried in proactive mode as specified in the Scope Document or Order Form.

As part of the engagement, SAP will provide selected services as agreed in the Scope Document and/or Order Form up to an agreed upon number of person hours per month at the discretion of the customer. The agreed number of monthly hours is designated in the Scope Document and/or Order Form for AMS.

As part of the engagement, SAP will provide selected services only for the SAP solution and business processes in scope as specified in the Order Form for AMS.

The nature and type of support activities are defined in the Exhibit A: Roles and Responsibilities. Some services will require tasks to be performed by both Customer and SAP personnel for the successful completion of the service. The specific roles and responsibilities of SAP and Customer are specified in detail in the Service Description.

The single platform to be used to create support requests to SAP AMS will be SAP Service Market Place (SMP). The SAP Service Market Place is SAP's central portal for all application based support requests via creation of support tickets.

### Engagement Approach for Application Management Services

#### Transition

SAP will provide a support structure to ensure that the resources required to provide the Application Management Services are available and that they have the necessary industry and Customer-specific knowledge of the supported applications that will be used.

This includes in particular:

- Appointing SAP Engagement Manager
- Integration into the processes of SAP's Service Desk
- Expertise transfer to the SAP support team concerning the Customer -specific SAP solution.

To establish Customer-specific knowledge in the SAP support team, the expertise transfer phase will form part of the set up of the Application Management Services. The intensity and manner of the expertise transfer depends on the Customer's IT organization or implementation partner of Customer, if applicable, and the complexity of Customer supported IT solution (number of systems, application scenarios, business processes and modifications within the SAP solution, the number of non-SAP applications and interfaces, and so on).

The expertise transfer phase will be coordinated by the Engagement Manager for SAP with strong cooperation of Customer or the responsible contact partner of Customer if applicable, and also with the project manager responsible for the implementation, if applicable. The expertise transfer will focus on the business processes listed in the Service Level Agreement.

The expertise transfer will provide the SAP team with the necessary knowledge required for the provision of the services, which may, as appropriate include information, records, documents, test scripts and data pertaining to SAP's delivering its in-scope services to the Customer.

The main steps in the Transition phase are as follows:

Transition Planning	Planning and Preparation	Detailed workshops between Customer and SAP (including skills requirements gathering for staffing, knowledge transfer planning, etc.), team on-boarding (Customer related, cultural, etc.), defining responsibility matrix and governance models.
	Setup	Request and provisioning of infrastructure and application accesses and other resources necessary to support Customer. Setting up and testing of ticketing tool.
Transition Execution	Knowledge Acquisition	SAP to attend expertise transfer sessions led by Customer or responsible contact partner of Customer, if applicable, gather, update and/or prepare documentation, if necessary.
	Finalize Transition Phase	SAP to perform final Operations Readiness checks and move on to coordinate cutover activities
Stabilization	Shadowing	SAP to observe and assist Customer team on-site (locations to be determined) where work is carried out.
	Reverse Shadowing	SAP to perform the work while Customer team to support, as escalation contacts.

Customer's key users will support the SAP service & support team in consolidating the expertise regarding the supported business processes. In addition, Customer will provide access to the system landscape to be supported, the relevant engagement documentation required for Application Management Services, and any other documents, as necessary.

A joint project plan will be drafted in detailed discussions with Customer during the initial stages of the transition and will be used to track all deliverables throughout this phase.

### Operations

The services described in chapter 2 during live operation are provided remotely by SAP and will be documented in a ticket which has to be processed in compliance with the Event-, Incident-, Problem-, Change Management or Request Fulfillment Process.

If necessary, SAP will also provide support onsite under this agreement for up to an agreed number of days per event as designated in the Order Form for AMS. Services provided onsite require prior notification irrespective of the priority of the issue at hand. Onsite services can be documented in a ticket which has to be processed in compliance with the Event-, Incident-, Problem-, Change Management or Request Fulfillment Process.

Onsite services at Customer's request that exceed the given time requirements require at least one month's notice and must be submitted in a Change Order in accordance with the Change Order Procedure as defined in Exhibit D. SAP cannot guarantee that it will be able to provide resources for these services.

### Closure

SAP will handover all documentations and provide support to the expertise transition sessions as may be requested by the Customer during this engagement closure phase.

### 2.6. Optional services

The following optional services are NOT included in HEC Services, and will NOT be provided by SAP, unless purchased by Customer for a fee and expressly stated in an applicable Order Form or Change Request.

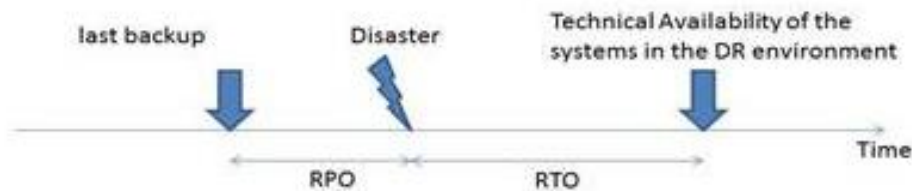
#### 2.6.1. Additional HEC Exit Services.

Customer may elect to purchase the following Transition Services from SAP: (a) services to transition Customer from the HEC Services to replacement services provided by Customer or a third party chosen by Customer, and, (b) Customer Data in the backup media format being utilized by SAP or other format as mutually agreed. SAP will provide any such Transition Services purchased by Customer upon expiration of the term of HEC Services. The order of these services would require a new Order Form.

### 2.6.2. Disaster Recovery Services for HEC Productive Cloud (BYOL) and HEC Productive Cloud with Subscription Software

“**Disaster**” means an event of substantial extent causing significant disrupting the delivery of the HEC Services and may include physical damage or destruction, to the SAP data center or Computing Environment. It can be natural disasters (such as floods, hurricanes, tornadoes or earthquakes) and/or human-induced disasters (including hazardous material spills, infrastructure failure, and bio-terrorism). A Disaster is typically not limited to one individual system or landscape but larger parts of an infrastructure.

“**Disaster Recovery Services**” (or “**DR Services**” or “**DR**”) means the disaster recovery service, process, policies and procedures that are related to preparing for recovery or continuation of technology or infrastructure identified in the applicable Order Form as included in the DR Services. DR is not a process to overcome outages of isolated systems due to hardware or software incidents (i.e, DR is not a substitute or replacement for Technical Availability Service Levels described in this Agreement).



“**Metro DR**” means a Disaster Recovery Service in which SAP provides the DR Services (with the failover systems) from a data center <100km away from the standard data center, providing lower cost and smaller RPO but more risk regarding a local disaster impacting both data centers.

“**Regional DR**” means a Disaster Recovery Service in which SAP will provide the DR Services (with the failover systems) from a data center over 100km away from the standard data center, to minimize risk of a local disaster affecting both data centers.

“**RPO**” (or “**Recovery Point Objective**”) means the maximum tolerable period in which Customer data might be lost due to a Disaster (i.e. time between last backup and point in time a Disaster occurred).

“**RTO**” (or “**Recovery Time Objective**”) means the duration of time in which the Hosted Software and PRD is unavailable preventing HEC Services in Disaster case (i.e. time between a Disaster and point in time the systems are available again).

SAP provides standard DR Services with predefined parameters regarding RPO/RTO for defined system characteristics to the extent that prerequisites and conditions are fulfilled. SAP shall be excused from its DR Services obligations to the extent (and for the duration during which) Customer fails to achieve any of the following pre-requisites and such failure prevents SAP from performing the applicable DR Services:

- The applicable components are technically used as they are provided by SAP; any custom or 3rd party developments or modifications affecting them are not covered (excluding development/modifications done in ABAP only systems using SAP ABAP standard development tools, and excluding any third party products embedded in the SAP software).
- The applicable systems stay within expressly agreed boundaries regarding size and layout
- Interfaces in DR scope are limited to interfaces/protocols supported by SAP systems out of the box (e. g. RFC, web service calls, Flat Files, XML and IDocs) for components located in the DC. Any interfaces that require additional solutions or components within the HEC landscape, as well as external connectivity, are outside of the standard DR scope.
- All repositories containing Customer Data that need to be replicated to the DR site are databases; otherwise, RPO times can be substantially longer, thus does not fall under the definition of standard DR services.

The relevant parameters depend on the chosen DR layout (Metro DR/ Regional DR), the database platform used, and the adherence to above listed conditions for standard DR services. The predefined parameters for these standard DR services are:

	Metro DR	Regional DR
Database: SAP HANA	RTO=12hrs; RPO=0hrs	RTO=12hrs; RPO=30mins
Database: Sybase ASE	RTO=12hrs; RPO=30mins**	RTO=12hrs; RPO=30mins

\*\*Sybase ASE database replication is currently not supported in continuous mode, which would be the prerequisite for an RPO of 0. If such feature becomes available and the respective systems are updated to that new version and successfully tested, both parties will at that time agree on a modified RPO of 0 hours via a Change Request without additional service charge.

Customer understands and agrees that performance characteristics may be reduced while operating under DR Services failover; provided, however, that such reductions in performance shall only be excused to the extent the Disaster is also a Force Majeure Event.

Other DR Services applicable to the HEC Services beyond those listed in the “Roles and Responsibilities” document are not in the scope of SAP’s standard DR Services. If requested by the Customer, such additional DR Services (“Additional DR Services”) would need to go through a further DR assessment based on Customer architecture and requirements. Details on the implementation of any such Additional DR Services would be agreed upon with Customer, including revised estimated failover times and maximum data loss, and the parties would mutually agree to the applicable RPO and RTO for such Additional DR Services as result of the implementation in a Change Request. As part of this process, SAP would use reasonable efforts to bring RPO/RTO for the System Setup as defined in the Order Form in a similar range as for the defined packages.

#### Regular DR testing

SAP offers one annual DR failover-test as part of the DR Services to test the reliability of the DR Services. SAP shall promptly re-perform any DR recovery tests that fail to achieve the applicable standards and report any failures to Customer. For DR Service readiness, Customer will fulfill its infrastructure and business preparation in accordance with the Roles and Responsibilities document, and as may be further mutually agreed between the parties in a Change Request. Customer understands and agrees that the Customer business continuity objectives may require additional Customer efforts in addition to and beyond the scope of the DR Services hereunder.

### **2.6.3. Continuous Improvement**

Along with provision of continuous operational managed services per mutual agreement SAP can help Customer to address efficiency challenges and prepare Customers existing landscape for further improvements, redirecting capacity from operations to create opportunity for innovation:

- Assessment and benchmark of operations and scope
- Design of Operations efficiency roadmap

SAP recommends to schedule recurring assessments and reviews according to this approach under the managed services engagement..

Realization of improvements will be implemented outside of the managed service engagement under an Lifecycle Management for Operational Efficiency with the following approach:

- Transition to achievement of operations efficiency
- Continuous Improvement Measures for Innovation Readiness
- Innovation Framework and Innovation strategy roadmap

## **3. Engagement Management.**

Each party shall designate an Engagement Manager. SAP’s Engagement Manager shall be the assigned by the Customer Service Management department as a dedicated resource. Customer’s Engagement Manager shall be English speaking and empowered to make necessary decisions for Customer or bring about such decision without undue delay and shall provide a list of key Customer contacts, contact role, title, office phone number, cell phone number, e-mail address, etc. Such Engagement Managers shall cooperate closely with each other to administer the terms of this service description and any Order Forms. HEC Services performed by the assigned SAP resources shall be coordinated with Customer’s Engagement Manager.

In addition, the parties shall conduct regular executive meetings during the term of the applicable Order Form(s) (“Executive Meetings”).

Such Executive Meetings shall occur no less than once per quarter at times and dates mutually agreed to by the parties. The purpose of such Executive Meetings shall be to review, discuss and mutually agree on further measures to achieve the purposes of the applicable HEC Services based on the then current HEC Service status. Each meeting shall include a status report on the progress in the key focus areas, including, but not limited to, the following:

- An evaluation of progress under the applicable individual PE Service program compared to the agreed key focus areas, KPI’s and individual HEC Services engagement Service and Support Plan
- Identification of risks and/or delays that may jeopardize the performance of HEC Services including risk mitigation recommendations
- Discussion of open issues and any change requests from either party
- Relevant details regarding project organization and planning

## **4. Requirements for Software**

### **4.1. HEC Cloud Start and HEC Production Cloud (BYOL).**

This section 4.1 is applicable only to HEC Production Cloud (BYOL) and HEC Cloud Start, but not applicable to HEC Production Cloud with Subscription Software:

- a. Provision of Licenses: Customer is responsible for providing all Hosted Software including all necessary rights required for SAP to run and host the Hosted Software. Customer grants to SAP the nonexclusive right to use the Hosted Software for the sole purpose of and only to the extent necessary for SAP and its subcontractors to provide the HEC Service and to the extent as may be otherwise stated in the applicable Order Form. Customer hereby represents and warrants that it has all rights, licenses and authorizations necessary to grant the rights to SAP as set forth in this section.
- b. Support: HEC Services do not include support or maintenance for the Hosted Software. In providing the HEC Service, SAP assumes no obligations or liabilities for the Hosted Software including such licensing or maintenance unless expressly provided for in the Agreement.
- c. Currently Supported Version of Hosted Software: Customer shall use a version or release of the Hosted Software, for which software maintenance and user support ("Software Maintenance") are current, as provided by the software vendor as specified in the relevant license agreement with such vendor. For SAP Hosted Software such support is provided according to the current maintenance phases of SAP software releases as stated in <https://support.sap.com/releasesstrategy>. Customer is responsible for obtaining and retaining such Software Maintenance for the Hosted Software for the duration of the HEC Service. SAP strongly recommends that Customer follows best practices for Software Lifecycle Management as published by SAP Active Global Support ("AGS").
- d. Software Modifications and Configuration: Customer is responsible for resolving source code, compatibility issues or other conflicts that may arise from modifications permitted under the License Agreement and any patches or workarounds or other changes provided by the software licensor of the Software. Customer will inform SAP immediately about modification or other changes to the Software.

## **4.2. HANA Enterprise Cloud for Production with Subscription Software**

This section 4.2 is applicable only to HANA Enterprise Cloud for Production with Subscription Software.

### **4.2.1. SUBSCRIPTION SOFTWARE LICENSE GRANT.**

Notwithstanding anything to the contrary in the Software GTC, SAP grants to Customer a non-exclusive, non-transferable, limited term license to Use the Subscription Software identified in Schedule A to the Order Form and specified as being licensed during the Term (defined as a thirty-six month period commencing upon the effective date of this agreement or a subsequent re-newal period) solely with the Managed Services. For the purposes of this Managed Services Description together with the relevant Order Form, Subscription Software shall be considered "Software" as defined under the License Agreement.

Customer may add additional Subscription Software during a Term or any Renewal Term by executing an addendum to the relevant Order Form. The term of each such addendum shall be co-terminus with the then-current term of the applicable Order Form irrespective of the effective date of such addendum. The Software is deemed delivered at the start of the Initial Term. Renewal of the applicable the applicable Order Form will be cumulative for all Subscription Software licensed hereunder and any additional Subscription Software hereto added by addendum and the Managed Services described herein. The length of the renewal term for all Subscription Software under the applicable Order Form or added prior to renewal shall be the same as specified in the applicable Order Form, unless the parties agree to extend the term in the addendum. SAP reserves the right to exclude certain client technology components from the Subscription Software and such components will be made available to Customer for download and local installation. For the purpose of the Managed Services under the applicable Order Form, the Subscription Software shall be designated as "Hosted Software".

If Customer has an affiliated company with a separate license or support agreement for SAP Software with SAP, any SAP affiliate or any other authorized SAP distributor, the following shall apply unless otherwise expressly agreed between Customer and SAP: The contractual SAP Software shall not be used to run such Customer affiliate's business operations and such Customer affiliate shall not receive any Support services provided to Customer under the Software Agreement, even if such separate support agreement has expired or is terminated. If Customer has licensed a runtime database from SAP (or its affiliates or any of its respective resellers or distributors) under a the License Agreement or a separate agreement, Customer shall comply with the license restrictions for runtime databases when integrating the Subscription Software licensed hereunder with the SAP software licensed under the License Agreement and/or such separate agreement.

Customer shall not have any right or entitlement to possess any copy of the Subscription Software for installation anywhere other than the Computing Environment, or for archival or disaster recovery purposes, except to the extent expressly set forth otherwise in the applicable Order Form for HEC Services. SAP shall not have any delivery obligations with regards to the Subscription Software other than installation and hosting within the Computing Environment.

### **4.2.2. SAP ENTERPRISE SUPPORT.**

SAP will provide Enterprise Support for the Subscription Software to the extent possible with respect to the Managed Services. SAP Enterprise Support offered by SAP is described at <http://www.sap.com/company/legal/index.epx> and made a part of this Agreement, or the Subscription Software listed in the Order Form during the subscription term, and any applicable renewal term. SAP Enterprise Support shall commence upon the grant of access to the Subscription Software. At SAP's sole discretion, SAP may adjust the applicable Enterprise Support service, including but not limited to SAP Solution Manager due to specific requirements resulting from the scope of the Managed Services. SAP will indicate such adjustments or technical restrictions on the SAP Service Market Place <http://service.sap.com/usage-rights> which may be updated without prior notice to Customer. For adaptation of the scope of the SAP Enterprise Support Services, clause 10.3 of the Software GTC shall apply. Unless otherwise agreed by the parties, the SAP Solution Manager application (see Part 3 of the SAP List of Prices and Conditions SAP Software and Support Switzerland) may be used by Customer and shall be maintained in the SAP Data Center as part of the Managed Services.

#### 4.2.3. SYSTEM ACCESS LOCATION.

Access to the Subscription Software will be provided by SAP to Customer at the SAP Data Center as described in Exhibit 4 to the applicable Order Form. Customer acknowledges that the primary location from which Customer will access the Subscription Software ("Primary Access Location") and Customer's failure to provide SAP with its VAT number may have sales tax implications. If Customer does not provide a Primary Access Location, SAP will incorporate a default Primary Access Location to Customer's sold-to address. Customer has provided the Primary Access Location as agreed in the Order Form,

#### 4.3. HEC Services in General

This section 4.3 is applicable to all HEC Services. To the extent that the Computing Environment provided by SAP includes Microsoft software products (as specified in section "System setup" in the Order Form), the Customer must ensure the compliance with the following conditions in relationship to such Microsoft software products:

- a. Customer may not remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on the Microsoft software products or that appear during use of the Microsoft software products;
- b. Customer may not reverse engineer, decompile, or disassemble the Microsoft software products, except and only to the extent that applicable law, notwithstanding this limitation expressly permits such activity;
- c. any warranties, liability for damages and remedies, if any, are provided solely by SAP and not by Microsoft or its affiliates or subsidiary;
- d. any product support for the Microsoft software products included in the Computing Environment is provided to Customer by SAP and is not provided by Microsoft or its affiliates or subsidiaries;
- e. all title and intellectual property rights in and to the Microsoft software products are owned by Microsoft or its suppliers. Microsoft software products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Customer's possession, access, or use of the Microsoft software products does not transfer any ownership of the Microsoft software products or any intellectual property rights to Customer;
- f. SAP may disclose Customer's information regarding the use of Microsoft software products to Microsoft or Microsoft affiliates or subsidiaries in case of audits;
- g. Customer acknowledges that the Microsoft software products are not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted and shall not be used in any application or situation where such Microsoft software products failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Examples of High Risk Use include: aircraft or other modes of human mass transportation, control of nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of Microsoft software products for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage.

#### 5. Customer Responsibilities and Obligations regarding HEC Services

- 5.1. Customer is and shall remain responsible for entering its Customer Data into the Computing Environment and for the maintenance of the Customer Data supplied by it. Customer hereby represents, and has made reasonable commercial efforts to ensure, that the Customer Data and the Hosted Software is free of all viruses, Trojan horses, and comparable elements which could harm the computer systems or software used by SAP or its subcontractors to provide the HEC Service. Customer agrees that it has collected and shall maintain and handle all Customer Data in compliance with all applicable laws, including without limitation such laws, rules and regulations regarding data privacy and protection and export/ import compliance.
- 5.2. Customer will change all passwords used to access the HEC Service at regular intervals, no less frequently than once every six (6) months). If Customer learns of an unauthorized third party having obtained knowledge of a password, Customer will inform SAP thereof without undue delay and promptly change the password.
- 5.3. Customer is responsible for the connection to the HEC Service, including the internet connection to the Point of Demarcation. In no case shall SAP's responsibility for any services extend beyond the Point of Demarcation.
- 5.4. SAP's provision of the HEC Service is subject to Customer fulfilling its responsibilities described in the HEC Roles and Responsibilities document (Exhibit A). Customer agrees to execute prompt performance of such responsibilities and provide the employees and resources required for the project phases in sufficient measure. As part of the HEC Service, SAP will install the Hosted Software in the Computing Environment, setup and configure relevant hardware and software monitoring agents for the Computing Environment and the Hosted Software, and introduce Customer to SAP's support and communications procedures. Customer agrees to provide the following:
  - Customer's policy and procedures regarding the authorization of access to the Computing Environment. Customer agrees to inform SAP of any changes to such policy and procedures as soon as practicable without delay.
  - A service user ("S-User") ID in the Computing Environment with the authorizations defined below. This S-User ID, which is (initially) assigned to Customer by SAP in support of the License Agreement and which Customer uses to log on to SAP's Service Marketplace for software download and support is required by SAP's HEC resources in order to permit SAP HEC resources to also log on and perform software download tasks necessary to obtain the software for set-up of the Computing Environment. Required authorizations include:
    - Sending and/or creating and / or confirming and / or re-opening Customer messages



- o SSCR key registration
- o Processing service messages
- o Opening service connections
- o Software download
- o Maintaining system data
- o Requesting license keys

Customer hereby provides SAP with the express authorization to set up and use an S-user with these authorizations. Customer will ensure that any authorizations that may be required for third parties or its employees will be provided promptly

- 5.5. Customer is responsible for maintaining Customer computer systems and access to such computer systems on the Customer side of Point of Demarcation. SAP and Customer are further subject to the terms and conditions of the SAP Annex for Commissioned Processing of Personal Data which permits SAP to perform its obligations pursuant to the Agreement in regards to personal information of Customer’s employees and business partners housed in the Computing Environment, and which is incorporated into and made part of this Agreement.
- 5.6. In the event that any SAP equipment is required at the Customer facility, Customer shall provide a physically secure and conditioned environment for any such equipment provided to Customer by SAP and Customer bears all risk for damages. SAP shall not be responsible for any damages to the extent resulting from Customer’s failure to provide a physically secure and conditioned environment.
- 5.7. Customer is and will remain solely responsible for the definition, documentation and execution of its business processes including, but not limited to, configuration of systems management and application and data security policies, batch processing requirements, and compliance with other governmental or regulatory requirements. Customer is and will remain responsible to provide SAP necessary and sufficient documentation of its applicable processes in order for SAP to perform its HEC Service responsibilities under the Agreement. Customer is solely responsible for determining the suitability of the HEC Services for Customer’s business and complying with any regulations, laws, or conventions applicable to the Customer Data and Customer’s use of the HEC Services.
- 5.8. If Customer elects to have any services provided by a third party, SAP will have no liability for any defect or failure of the HEC Service or Computing Environment caused by such third-party services, and Customer will not be entitled to any reduction in fees for the HEC Service. SAP may deny access to the HEC Service and/or Computing Environment to any third party service provider which SAP determines in its reasonable discretion poses a security or confidentiality risk to SAP systems, data or intellectual property.
- 5.9. Customer agrees to comply with the SAP Acceptable Use Policy, a copy of which is appended to and made part of this Agreement, in connection with Customer’s utilization of the HEC Services for the duration of the Agreement.
- 5.10. Reference Sites: During the term of the contract as agreed in the Order Form, Customer will use its best efforts, to host up to four (4) hours a month of reference calls. Such reference calls will be performed after obtaining approval from Customer and will be coordinated through the applicable SAP Engagement Manager.

**6. Service Levels and Reporting**

**6.1. Service hours**

Service Times	Service Level
HEC Managed Service	Systems with PRD Mode of Use: 00:00 to 23:59 every day (24 hours each day). Systems with DEV/QAS (non PRD) Mode of Use): 08:00 – 18:00 local time each at End Customer location

**6.2. Technical Availability**

The following table lists the Technical Availability applicable to the Customers Computing Environment. SAP shall track and report to Customer the “Technical Availability” in a monthly summary report. Customer must notify SAP of any claims for any Service Level Credits within forty five (45) days after receipt of the monthly Technical Availability report.

Computing Environment segment	Service Level	Violation	Remediation

	99.5% (PRD only) 95% (non-PRD)	TA < Service Level	<p>Incident report and action plan by SAP submitted to Customer within 10 Business Days.</p> <p><u>For all HEC Cloud Start and HEC Production Cloud (both with BYOL approach):</u> Each 0.1% TA below the agreed Service Level for each single PRD system shall result in 2% Service Level Credit of the total Recurring HEC Service Fee for the month in which the Service Level was not met for the System Name /Tier No. identified in the System Set-Up Table in the Order Form.</p> <p><u>For HEC Production Cloud with Subscription Software:</u> Each 1.0% TA below the agreed Service Level for each single PRD system shall result in 2% Service Level Credit of the total Recurring HEC Service Fee for the month in which the Service Level was not met for the System Name /Tier No. identified in the System Set-Up Table in the Order Form.</p> <p>All Service Level Credits are subject to the overall cap described in section 6.7 below.</p>
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For purposes of calculating Technical Availability, any inability of the Software or Computing Environment to respond to Named Users or inter-system interaction requests to the extent caused by any of the following will be excluded from Downtime:

- (i) Scheduled Maintenance or unscheduled downtime, as agreed upon by Customer
- (ii) Customer's failure to meet Customer's responsibilities as set forth in the Agreement; or
- (iii) Downtime of a QAS system caused by using the QAS for failover/to repair to a PRD system;
- (iv) Misuse of access rights by Customer or use of the Software otherwise in violation of the License Agreement or the Agreement, as applicable, or otherwise not in accordance with the Documentation;
- (v) failure of Customer to maintain Software Maintenance for the Hosted Software3;
- (vi) other issues outside the reasonable control of SAP including:
  - (a) work at the request of the Customer that requires the Computing Environment or portion thereof to be shut down (such as a release upgrade);
  - (b) restore times of user data (recovery of database data from a media backup);
  - (c) recovery times (import of database transaction logs to recover a current database status);
  - (d) interruptions as a result of requirements stipulated by the manufacturers of the Hosted Software;
  - (e) interruptions or shutdowns of the Computing Environment (or portions thereof) resulting from the quality of the Hosted Software provided by the Customer and/or Customer's customizations of the Hosted Software or Computing Environment, unless this is the responsibility of SAP;
  - (f) faults in the Customer's network (ex: LAN, firewall) or failures caused by issues outside of the Point of Demarcation;
  - (g) power outages or shutdowns of the power supply on the Customer's locations;
  - (h) non-fulfillment of Customer's obligations as set forth in the Agreement .

**6.3. Backup / Restore**

Days/ hours during which SAP provides HEC Services are set forth in the applicable Order Form.

Description	Computer Environment segment to which Service Level applies	Service Levels
Backup Frequency and retention period for Databases	PRD	Daily backup and log file generation per SAP product standard 1 Month retention time. Backup of the production environment will be replicated to an alternate data center.
	DEV/QAS	Weekly backup and log file generation per SAP product standard. 14 days retention time. Backup of the non-production environment will be replicated to an alternate data center.
Backup Frequency and retention period for File systems	PRD	Monthly full backup and daily incremental. 1 Months retention time. Backup of the production environment will be replicated to an alternate data center.

	DEV/QAS	Monthly full backup and daily incremental. 1 Months retention time. Backup of the non- production environment will be replicated to an alternate data center.
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#### 6.4. Incident Management

The following priority levels (Incident Priorities) apply to all Incidents (such priority to be assigned by Customer, and which may be re-assigned by SAP based on the criteria below and acting reasonably):

**Very High:** A message should be categorized with the priority "Very High" if the incident reported has very serious consequences for normal business transactions and if necessary tasks cannot be executed. In general, this is caused by a complete Computing Environment outage or by the complete unavailability of one of the computer systems in the PRD. The message requires immediate processing because the malfunction can cause serious losses.

**High:** A message should be categorized with the priority "High" if normal business transactions are seriously affected and necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the PRD or DEV or QAS system that are immediately required. The message must be processed as soon as possible. If the malfunction persists, the entire productive business transaction may be seriously affected.

**Medium:** A message should be categorized with the priority "Medium" if normal business transactions are affected. The problem is caused by an incorrect or inoperable function in the PRD or DEV or QAS system. The Customer orders a change to an existing critical business process.

**Low:** A message should be categorized with the priority "Low" if the problem reported has few or no effects on normal business transactions. The problem is caused by an incorrect or inoperable function of the PRD or DEV or QAS system that is not required daily or only used very rarely or of low business criticality. This priority is also used for any other service request.

The following Initial Response Times (IRT) are agreed for the different Priorities:

IRT for Incident Management	Priority Very High (only applicable for PRD)	20 minutes (7x24) and problem determination action plan within 4hrs
	Priority High	2 hours (7x24) for HEC Production Cloud 4 hours [local time on Business Days] for HEC Cloud Start
	Priority Medium	4 hours [local time on Business Days]
	Priority Low	1 Business Day

The following section is applicable only if Solution Time SLA is agreed Application Management Services for HANA Enterprise Cloud in the relevant Order Form:

The following Solution Times (ST) are defined and agreed for Application Management Services for HEC depending on the priorities if ordered by the Customer in the relevant Scope Document for AMS,:

ST for Incident Management (applicable to Application Management Services for HEC only)	Priority Very High (only applicable for PRD)	10 hours
	Priority High	20 hours [local time on Business Days]
	Priority Medium	30 hours [local time on Business Days]
	Priority Low	100 Hours [local time on Business Days]

#### 6.5. Service Reporting for AMS

##### 6.5.1. Monthly Customer Report

SAP will create a monthly report providing Customer with information about the services provided in the previous month. The report will be made available online via the AMS Reporting Dashboard for the last reporting month and as downloadable PDF document for last 12 reporting months and will include the following information for the in the respective reporting period:

- Overview of the supported IT solution in scope of the services provided
- Management Summary / Recommendations for continuous improvement
- Total number of tickets received including break down per service category, per priority, per location, per application
- Total number of completed / not completed tickets including break down per application

#### **6.5.2. Real Time Ticket Reporting for AMS**

A Real Time Ticket Reporting will be available online via the AMS Reporting Dashboard providing detailed information (including ticket ID, priority, application, service category, status) on tickets.

#### **6.6. Service Level Reporting for HANA Enterprise Cloud Services**

In the event that one or more of the Service Levels in the Agreement are not met, the following procedure will be implemented by the parties:

- a) Either SAP will notify the Customer contact person or Customer will notify the SAP Account Manager to analyse Service Levels metric statistics.
- b) SAP will promptly (i) determine the root cause or possible root cause of the failure (if known) to meet the Service Level, and (ii) unless failure is excused develop a corrective action plan, and submit such plan to Customer for written approval (which will not be unreasonably withheld or delayed) and, following Customer's written approval implement the plan in a reasonable period of time (and in accordance with any agreed timescales).
- c) If applicable, SAP will provide the specific Service Credits as described in section 6.7 below.
- d) SAP will be relieved of its obligation to pay applicable Service Credits and will not be in breach of the Service Level where the root cause analysis (as reasonably performed by SAP) indicates the failure to meet the relevant Service Level was caused by the Customer. In the event that Customer disagrees with the root cause analysis, the parties will discuss the root cause analysis in accordance with the escalation procedure described in section 9 of this service description.

#### **6.7. Service Level Credits**

Subject to section 6.2, where SAP fails to meet this Service Level, SAP will be liable to Customer for the corresponding Service Credit as set out in this section. The Service Level Credit is calculated as the sum of the Service Level Credits for both DEV/QAS and PRD for the TA Service Level defined in section 6.2 above. SAP will deduct the amount of any Service Credits owed to Customer from the next invoice (or, if there is no such invoice, by bank transfer to such bank account as Customer may specify in writing).

Customer agrees that under no circumstances will the total maximum Service Level Credits: (i) for any one month, exceed 100% of the Recurring HEC Service Fee for that month; and, (ii) for any given contract year, exceed in the aggregate an amount equal to one-third of the annual Recurring HEC Service Fee charged for the contract year (or one third of the total Recurring HEC Service Fee charged if the Term as defined in the applicable Order Form is less than one (1) year). Customer acknowledges that the Service Level Credits defined hereunder are the sole remedy for SAP's failure to meet the specified Service Level.

#### **6.8. Changes to Service Levels**

SAP may, at its sole discretion, modify the Service Level terms set forth in sections 6.1 through 6.4 above upon notice to Customer, provided that SAP shall not materially diminish the Service Levels, Service Level Credits, or any other Service Level provision during the term of the Order Form.

### **7. SAP Security for HEC Services**

#### **7.1. HEC Security Framework**

SAP will comply with SAP's HEC Security Framework (attached as Exhibit J), hereby incorporated and made part of this Agreement, or its equivalent during the term of the Order Form between Customer and SAP for HEC Services, provided that SAP retains the right to revise and/or update the HEC Security Framework at SAP's sole discretion, provided that SAP does not lower the overall level of security provided.

#### **7.2. HEC Security Audits**

During the term of the Order Form between Customer and SAP for HEC Services, SAP shall maintain, at its own expense an audit certification by a nationally recognized outside audit firm conforming with the American Institute of Certified Public Accountants Statement on Standards for Attest Engagements No. 16 (SSAE 16), or its equivalent, and shall provide or make available to Customer, at Customer's request, a copy of each of its SOC 1 or SOC 2 reports, which shall be updated at least annually.

In addition SAP is and will remain entitled to monitor Customer's use of the HEC Services to ensure Customer's compliance with this Agreement and, subject to all other confidentiality provisions set forth in the Agreement, SAP may utilize the information concerning

Customer's use of the HEC Service to improve SAP products and services and to provide Customer with reports on its use of the HEC Service.

## 8. Monitoring.

SAP is and will remain entitled to monitor Customer's use of the HEC Services to ensure Customer's compliance with this service description and, subject to all other confidentiality provisions set forth in the service description and scope document for the service, SAP may utilize the information concerning Customer's use of the HEC Service to improve SAP products and services and to provide Customer with reports on its use of the HEC Service.

## 9. Dispute Resolution.

Each party will nominate a representative who will be the other party's prime point of contact with respect to the performance of the HEC Services. Each party will further nominate a representative who will serve as a decision-making authority in case of any dispute or escalation that cannot be settled between the primary points of contact within a reasonable period of time.

## 10. Termination

### 10.1. Termination for convenience

- i. If the parties agreed to **HEC Cloud Start**, the Customer is entitled to terminate the relevant Order Form for convenience before the agreed term expires by giving at least 7 days prior termination notice. In order for a termination for convenience notice to be considered given, Customer must include with the notice, payment for all fees due and owing through the termination date
- ii. If the parties agreed to **HEC Production Cloud (BYOL)**, the Customer is entitled to terminate the relevant Order Form for convenience before the agreed term expires by giving at least three months' notice. In the case of such early termination, Customer shall pay an Early Termination Fee of nine point nine percent (9.9%) of the total fees applicable to the relevant Order Form. In addition the Customer shall have the one time right to terminate these GTCs for convenience effective on the last day of the twelfth month of the Term ("Agreed Termination for Convenience") without any termination fee. The notice period for Agreed Termination for Convenience shall be also at least three (3) months.
- iii. If the parties agreed to **HEC Production Cloud with Subscription Software**, the Customer has not right to terminate the relevant Order Form for convenience before the agreed term expires.

### 10.2. Termination for Cause

Either party may terminate for cause:

- I. upon thirty (30) days' prior written notice of the other party's material breach of any provision of the Agreement (either of these GTCs or of an Order Form, as applicable), including more than thirty (30) days' delinquency in Customer's payment of any money due hereunder or in any Order Form, unless the party has cured such breach during such thirty day period; or
- II. immediately if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise materially breaches its obligations for confidentiality or regarding any assignment.
- III. A delinquency of more than thirty (30) days in payment of any money due hereunder, in which case SAP may, at its sole discretion, terminate only the Order Form for which payment was delinquent.

### 10.3. Termination for Service Level Failure

Customer may terminate the applicable Order Form with 30 day's termination notice in writing to SAP, if SAP misses a Service Level as specified in this Agreement for three (3) months in sequence. Customer may exercise this termination right only within thirty (30) days after receipt of the respective Service Level Reporting that documents the applicable Service Level failure.

### 10.4. Duties upon Termination

SAP will cease to perform the Managed Services as of the termination date as specified in the termination notice and the Customer shall pay SAP for all amounts due as of the termination date. Both parties agree to treat the underlying reason of any termination as Confidential Information (for clarity, parties may use such Confidential Information in a legal proceeding to enforce its rights).

After the Agreement has expired, SAP will reasonably cooperate, subject to mutual written agreement and payment of the applicable fees at SAP's then-current rates, transition from the Managed Services to management of comparable services by Customer or another vendor chosen by Customer; and provide to Customer, Customer Data in the backup media format being utilized by SAP or format as mutually agreed ("Transition Assistance").

Customer's access to the Managed Services shall be terminated upon the effective date of expiration or termination of the Managed Services. In the event of a termination pursuant to this section as a result of the breach of an Order Form provision, including any Exhibit of the Order Form (but no breach of the GTCs), then terminating party may terminate only the Order Form that was subject to the uncured breach.

## 11. Customer Data

- 11.1. SAP acknowledges that Customer Data and all rights of whatever nature in and/or in relation to it shall at all times be and remain the sole property of Customer, subject only to the limited rights expressly granted in this Agreement.
- 11.2. SAP shall (i) not delete or remove any proprietary notices or other notices contained within or relating to Customer Data; (ii) not alter, store, copy, disclose or use Customer Data, except as necessary for the performance by SAP of its obligations under this Agreement or as otherwise expressly authorised by this Agreement in compliance with the provisions of this Agreement; (iii) take reasonable steps to prevent any loss, corruption, disclosure, theft, manipulation or interception of Customer Data; and (iv) notify Customer as soon as reasonably possible on becoming aware that any Customer Data has been lost, stolen, intercepted, or becomes corrupted, damaged or is deleted accidentally.
- 11.3. To the extent that any Customer Data is held or processed by SAP or any Sub-contractor, SAP shall, or (where applicable) shall procure that its sub-contractor shall, supply such Customer Data to Customer as may be requested by Customer from time to time in the reasonable format specified by Customer, or delete the same if Customer so requests through the Change Request Procedure. Customer shall at all times be entitled to extract and or delete Customer Data hosted by or on behalf of SAP pursuant to this Agreement.
- 11.4. Customer shall ensure that any Customer Data entered into the Hosted Software or Computing Environment by Customer, a Customer Affiliate, any named user or any other person authorised by Customer to access the Customer Data or by any person using of any of the foregoing's access credentials is not corrupted.

Exhibit A: Managed Services Roles and Responsibilities see also <http://www.sap.com/cloud-product-policies>

Exhibit B: Acceptable Use Policy

Exhibit C: Annex for Commissioned Processing of Personal Data

Exhibit D: Change Request Procedure

Exhibit E: Glossary and Definitions for Application Management Services for HEC

Exhibit F: Application Management Services - Engagement Approach

Exhibit G Template for Acceptance Protocol

Exhibit J: HEC Security Framework

## **Exhibit B: Acceptable Use Policy**

Customer expressly acknowledges and agrees that (1) neither SAP or any of its subcontractors have any responsibility for any files, pages, data, works, information and/or materials on, within, stored, displayed, linked, distributed or transmitted to, from or by Customer or its Affiliated companies ("Customer Content") and (2) neither SAP or its subcontractors exercise any direct supervision or control of the Customer Content stored, displayed or transmitted on or over the Network. Network means web servers, database servers and application servers, and LAN and WAN. Customer acknowledges and agrees that, if Customer violates or is alleged to be violating the Acceptable Use Policy and Customer has not cured such violation within a ten (10) day cure period commencing with receipt of written notice from SAP of such violation, SAP may: (1) suspend or terminate the HEC Services to the limited extent necessary to end such violation (including, if reasonably necessary, removing Customer Content stored on the Computing Environment), (2) pursue any other legal, equitable and contractual remedies available to SAP and (3) cooperate fully with any civil or criminal investigations or legal actions relating to Customer access to or use of the HEC Services.

### **Customer shall not:**

1. Resell, sub-host or otherwise provide the HEC Services to third parties (other than Named Users) except as otherwise agreed in writing by the Parties hereto; or
2. Use the HEC Services or permit the HEC Services to be used in any manner (including, without limitation, transmission, distribution or storage) for any purpose that is or is likely to be illegal or violative of any governmental law, regulation, rule, court order, treaty or tariff, fraudulent or misleading,
3. Be violative of SAP or any third party rights or otherwise damaging to SAP or any third party,
4. Be obscene, harassing or distressing,
5. Be disruptive of, harmful to or that otherwise abuses or misuses network resources or the Internet or any connected resources, or
6. Be of unauthorized use, access or monitoring of any host, any network or other network or any component or device, authentication system, data, web site facility, passcode, account or any other breach of any security measure.

### **Examples:**

Without limiting the foregoing, undertaking or attempting to undertake any of the conduct in the following non-exclusive list is deemed to violate the Acceptable Use Policy:

1. Pornography;
2. Stalking;
3. Alteration of source of data (causing origination of malformed data or network traffic);
4. Pyramid or ponzi schemes;
5. Impersonation, relaying or spoofing misrepresenting identity, using a third party e-mail server to relay without express authorization, or the altering or forging of electronic mail headers, including any portion of the IP packet header and/or electronic mail address, sender identity, posting or any other method used to forge, disguise or conceal the user's identity or to cause disruption);
6. Hacking or scamming (unauthorized use of non-Customer accounts or resources, scamming, stealing or tricking the release of passwords, etc.);
7. Distribution of harmful code such as computer viruses, worms and trap doors;
8. Overloading any shared infrastructure; or
9. Denial of service, SYN flood or other attacks by sending mass volumes of data or other abusive behavior to disrupt or disable the recipient system.

## **Exhibit C: Annex for Commissioned Processing of Personal Data**

This Annex for Commissioned Processing of Personal Data stipulates the rights and obligations of Customer and SAP in connection with personal data processed by SAP on behalf of Customer and its Affiliates for the Named Users under the Agreement. This Annex shall be an integral part of the Agreement. Any capitalized terms referenced herein shall have the meaning given to them in the Agreement.

### **1. Customer Obligations**

1.1 Customer hereby acknowledges that the use of HEC Services represents a commissioned processing of personal data of Named Users.

1.2 Customer acknowledges that only Customer and its respective Affiliates (each a data controller) shall be responsible for the permissibility of the processing of personal data as well as for safeguarding the rights of the data subjects (i.e., the Named Users).

1.3 Customer shall ensure that its Affiliates, where legally required, shall give their commissions to Customer in writing, by facsimile or via e-mail to authorize SAP and its Affiliates to process personal data as contemplated under the Agreement.

1.4 Customer shall ensure that its Named Users make available the personal data for processing to SAP and the results of the processing shall be transferred back by SAP to Customer by using a defined transfer procedure or in accordance with the functionality implemented in the HEC Services.

1.5 Customer shall inform SAP without delay if Named Users detect errors or irregularities in the processing of personal data.

1.6 Customer shall ensure that its Affiliates authorize Customer to authorize SAP as its subcontractor for the processing of personal data. SAP shall only adhere to the obligations set out in this Annex when processing personal data of Named Users.

### **2. SAP Obligations**

2.1 SAP shall process the personal data and other operating data of Named Users exclusively in accordance with the data controller's instructions as provided to SAP by Customer, which may include (without limitation) the correction, erasure and/or the blocking of such data if, and to the extent, the functionality of the HEC Services does not allow the Customer or Named User to do so. The personal data shall not be used by SAP for any other purpose except to provide the HEC Services contemplated under the Agreement. SAP shall not preserve such personal data longer than instructed by Customer. The statutory preservation periods remain unaffected.

2.2 For processing personal data, SAP shall only use personnel who have an obligation to maintain data secrecy and secrecy of telecommunications pursuant to the applicable data protection laws. SAP may fulfill the foregoing obligations by requiring its personnel to sign a standard contractual template regarding such secrecy obligations..

2.3 SAP shall implement technical and organizational measures to comply with the requirements pursuant to the applicable data protection laws. SAP takes appropriate technical and organizational measures to keep personal data secure and protect it against unauthorized or unlawful processing and accidental loss, destruction or damage. In particular, SAP regularly checks the following protection measures:

- Physical access control: SAP shall install an access control system.
- Access control: SAP shall control and log access to data processing systems.
- Access limitation control: SAP shall define, implement and monitor a concept for Named User rights, rules for passwords and login procedures to remotely or physically access the HEC Services by its personnel, as required to operate, maintain, support or secure the HEC Services.
- Transmission control: SAP shall ensure personal data transmission in encrypted form or by a secure alternative procedure. Transmissions must be logged and guidelines for personal data transmissions must be laid down in writing.
- Input control: SAP shall implement a detailed logging system for input, modification and deletion or blocking of personal data to the greatest extent supported by the HEC Services.
- Job control: SAP shall define in writing and establish control mechanisms to ensure that data are processed strictly in accordance with the instructions of the data controller as provided to SAP by Customer and as contemplated in the Agreement.
- Availability control. SAP shall run a backup system and define a restore operation procedure to protect personal data from accidental destruction or loss.
- Data separation: SAP shall ensure by technical means and defined organizational procedures that personal data collected for different purposes (e.g. different customers) can be processed separately. Technical means can be separated computer systems or logical separation in a multi-tenant architecture. Access by one SAP customer to the data of any other SAP customer must be prevented.

Since SAP provides the HEC Services to all customers uniformly via a hosted, web-based application, all appropriate and then current technical and organizational measures apply to SAP's entire customer base hosted out of the same data center and subscribed to the same HEC Services. Customer understands and agrees that the technical and organizational measures are subject to technical progress and development. In that regard, SAP may, at its sole discretion, implement adequate alternative measures as long as the security level of the measures is maintained. In the event of any significant changes, SAP shall



provide a notification together with any necessary documentation related thereto to Customer by email or publication on a website easily accessible by Customer.

2.4 If the security measures implemented by SAP do not meet the legal requirements, SAP shall notify Customer without delay.

2.5 SAP shall notify Customer if SAP considers an instruction given by Customer on behalf of the data controller to be in violation of data protection laws. SAP shall not be obliged to perform a comprehensive legal examination.

2.6 SAP shall inform Customer promptly in case of serious disruptions of the operating process, suspected data protection violations or other irregularities in connection with the processing of Customer's Data.

2.7 At Customer's written request and at Customer's expense, SAP shall reasonably support Customer in dealing with requests from individual data subjects and/or a supervisory authority with respect to the processing of personal data controlled by Customer. SAP shall notify Customer about inspections and measures of a supervisory or other competent authority.

2.8 Upon expiry or termination of the Agreement for processing of data for Customer, SAP shall, in accordance with the terms of the Agreement (or any other relevant contractual provision) and Customer's instructions, either (i) return to Customer all Customer Data and all copies or reproductions thereof (except for backup media that is used for multiple SAP customers and regularly overwritten); or (ii) erase and/or destroy such personal data and media on production systems and confirm the erasure and/or destruction to Customer in writing.

2.9 The compelling provisions of the applicable data protection laws and regulations shall additionally apply. Further, to the extent that such provisions conflict with the terms of this Annex (if they conflict at all), they shall prevail.

### **3. Subcontractors**

SAP is authorized to engage subcontractors for the processing of personal data (each a "Subprocessor") as long as SAP remains responsible for any acts or omissions of its Subprocessors in the same manner as for its own acts and omissions. SAP shall pass on to Subprocessors SAP's obligation as data processor vis-à-vis Customer as set out in this document and obligate Subprocessors to obey all relevant data protection rules. SAP will inform Customer upon its request by email or through the Site or otherwise about the name, address and role of each Subprocessor concerned. SAP shall see that each Subprocessor adheres to an adequate level of data protection by law or contract with SAP not materially less protective than the obligations applicable to SAP under the Agreement.

### **4. Monitoring Rights of Customer**

4.1 During the term of the Agreement, Customer may request an annual written self-certification from SAP based on an independent third party audit (e.g. a so called SSAE16-CUS II report) that scrutinizes and confirms the processing of personal data is in accordance with the agreed to measures herein. If the Customer has reasonable ground to suspect the non-compliance with this Annex, in particular if the audit findings expressly state so or if SAP fails to audit on time, Customer (or an independent third party auditor on its behalf that is subject to strict confidentiality obligations) may audit SAP's control environment and security practices solely to the extent relevant to personal data processed hereunder once in any 12-month period, at its own expense, with reasonable prior written notice (at least 30 days) and under reasonable time, place and manner conditions. After notifying SAP the monitoring can be carried out, in particular, during SAP's usual business hours on SAP's premises where the personal data processing is performed.

4.2 SAP shall reasonably support Customer throughout these verification processes and provide Customer with the required access to the applicable information.

4.3 SAP shall contractually safeguard Customer's powers of disposal and monitoring rights under this Agreement vis-à-vis SAP's Subprocessor who may come into contact with the personal data. Where applicable data protection law requires a data controller to enter into a direct contractual relationship with SAP, SAP hereby authorizes and empowers Customer to enter into the necessary agreement with the data controller on SAP's behalf, but only based on a contract template which SAP will provide to Customer upon Customer's request.

4.4 Services rendered by SAP in connection with Customer's monitoring rights shall be at Customer's expense.

### **5. Special Confidentiality Obligation**

SAP undertakes to treat the personal data, known to SAP, confidential and to use such data exclusively for the commissioned data processing in conjunction with the provision of the HEC Services as contemplated under the Agreement. SAP undertakes to impose on its employees, who may obtain knowledge of personal data, the same confidentiality obligations as entered into above by SAP. SAP shall use commercially reasonable efforts to ensure that those employees to whom it grants access to personal data are regularly trained on IT security and data protection.

## Exhibit D: Change Request Procedure

Any change in the Managed Services must be agreed to, in writing, by the parties. The following procedure will be used to control a Change Request ("CR"), whether requested by Customer or SAP.

Summary of the Change Request Procedure:

1. All CR's must be made in writing on the CR form described below and shall be submitted to the appropriate Customer or SAP designated point of contact ("receiving party") for the Managed Services in order to initiate any CR.
2. Upon receipt of a CR, the receiving party will assess the requested change to the Managed Services and inform the submitting party of the result of the assessment within a mutually agreeable period of time.
3. In the case of an affirmative response, Customer will provide SAP with a CR response specifying the effects of the change to the Managed Services and the estimated cost of the additional Services.
4. SAP will review the CR response within a mutually agreeable period of time and either accept or reject the CR.
5. If SAP accepts the CR, the changes will be integrated into the Managed Services schedules. If rejected by SAP, SAP will only provide the Managed Services to the extent possible which were agreed to prior to this CR.
6. neither party is under no obligation to accept any CR.

Information to be provided on the Change Request form:

1. To initiate a CR, the submitting party must provide the following information:
  - a. Name of contact(s) submitting and sponsoring the requested change.
  - b. Whether the request relates to the Managed Services under this Order Form or to additional Services.
  - c. Description of the requested change.
2. Once the Change Request is received, SAP will conduct an impact and cost analysis. The following information will be provided as a result of this analysis in the form of a CR response:
  - a. Description of the impact, if any, on existing Managed Services.
  - b. Description of additional deliverables, if any, required for the Change Request.
  - c. Proposed schedule for any additional Services being requested.
  - d. Estimate of the change, if any, to the Managed Services fees caused by the Change Request, including the rationale/methodology used for this calculation.
  - e. Recommendation on disposition of the CR (approve, disapprove, defer).

If rejected the CR shall be returned to the submitting party with written reasons for rejection and, as appropriate, any alternatives.

A CR that is approved by the parties shall constitute a Change Request and a modification to the applicable Order Form. All approved CR's will be incorporated into the Order Form once the CR form attached hereto is executed by Customer and SAP. SAP will not perform any Services under the Change Request until the CR has been fully executed by both parties.

**Change Request: [CR #]**  
 to  
**Order Form for Managed Services (HANA Enterprise Cloud and Application Management Services)**  
**SAP Reference No. <Insert Order Number>**  
 between  
 <SAP> (“SAP”)  
 and  
 \_\_\_\_\_ (“Customer”)

This document must be completed and submitted to the appropriate person to commence any change order.

1. Describe reason for requested change:
2. Describe impact, if any, on existing Managed Services:
3. State estimated fee change, if known. Provide a rationale/methodology for used to calculate any change:
4. Change Process:
5. Scheduled Date for Change:
6. Terms and Conditions:

IN WITNESS WHEREOF, the parties have so agreed as of the date written above.

Accepted By:  
**SAP**  
 By: \_\_\_\_\_

Accepted By:  
**[Customer]**  
 By: \_\_\_\_\_

Print Name: **[SAP Representative]**

Print Name: **[Approver]**

Title: **[Title]**

Title: **[Title]**

Date:

Date:

Change Request		Sales Order			
SAP		SAP P.O.			
SAP Number		Original			
Item	Invoice Text (40 char)	Amount	One-Time Monthly	Full Partial	Begin Bill Month

## Exhibit E: Glossary and Definitions for Application Management Services for HEC

1st Level Support	1 <sup>st</sup> Level Support gathers Customer's information on a disruption of service or on a service request. For a disruption of service, 1 <sup>st</sup> Level Support will try analyze the issue, figure out a solution or work-around or pass it to the next level of support.	
2nd Level Support	2 <sup>nd</sup> Level Support has specialized knowledge about applications, how they work and the most common problems. 2 <sup>nd</sup> Level Support confirms the validity of the issue/problem, provides in-depth help, corrects configuration and other serious problems. Most cases should be resolved at this level of support, if not before. If 2 <sup>nd</sup> Level support cannot resolve the issue, it will escalate to 3 <sup>rd</sup> Level Support.	
3rd Level Support	Support provided by the software product manufacturer (e.g. SAP) due to software product errors.	
Application Management Services (AMS)	AMS provides SLA based post implementation application support for a Customer's SAP centric landscape. This includes reactive incident- and change management, proactive monitoring, problem management and service request fulfillment.	
AMS Reporting Dashboard	<p>The <i>Service Market Place</i> is SAP's Central portal for all application based support requests via creation of support tickets.</p> <p>In addition to Service Market Place an online AMS reporting dashboard provides additional reporting capabilities for all AMS specific requests and services with a customer specific view.</p>	
Audit	An Audit is an assessment of the internal controls of the entire process landscape and fulfillment of the process requirements. It is also used to communicate new legal requirements which lead to the implementation or change of controls.	
Categorization	<p>A ticket is categorized by</p> <p>Categorization Level 1: agreed service (AMS)</p> <ul style="list-style-type: none"> <li>• Categorization Level 2: appropriate process (<i>Incident Management, Problem Management, Change Management, Request Fulfillment, Event Management</i>),</li> <li>• Categorization Level 3: type of request (e.g. <i>Incident with/without Change, Problem with/without Change, Request for Change, Service Request</i>),</li> <li>• <i>Priority</i>,</li> <li>• <i>Component</i></li> </ul>	
	Ticket Categorization Level 2	Ticket Categorization Level 3
	Event Management	AMS Manual Monitoring
	Incident Management	AMS Incident without Change AMS Incident with Change
	Problem Management	AMS Problem without Change AMS Problem with Change
	Change Management	AMS Request for Change

	Request Fulfillment	AMS Continuous Operations AMS Standard Change AMS Service Request
(AMS) Change Management	<p>The process <i>AMS Change Management</i> describes the procedure to authorize, plan and deploy a change of the business process into the productive systems.</p> <p>All changes in the Customer's system which are not caused by an <i>Incident or Problem</i> or agreed as a Standard Change are considered a <i>Request for Change</i>. <i>Change Management</i> does not only include the implementation procedure, but the holistic process from the requirement to the deployment. Changes are classified by their potential impact to the productive system (Regular Change and <i>Emergency Change</i>). Depending on the potential impact a certain approval level is required.</p>	
(AMS) Change Implementation	<p>The AMS Change Implementation sub-process describes the procedure how to control the deployment of a change into a productive system by minimizing the risks of failure. This includes proper unit testing in the Quality Assurance System of the Customer and another validation test done by the Customer. Finally the import into the productive environment has to be executed as planned with the Customer.</p>	
Change Request	<p>If during the provision of the agreed services changes are identified – changes that in Customer's or SAP's view affect the scope (by material reduction or excess), content, methods, or schedule, they must be agreed by written amendment or supplement to the contract. All changes must be documented and tracked in the provided Change Request form.</p>	
Continuous Operations	<p>The request category <i>Continuous Operations</i> is intended for all tickets that contain some kind of continuous support for a longer time period. As a rule these will be periodical / recurring tickets. They can be used to record:</p> <ul style="list-style-type: none"> <li>• Proactive support (except monitoring) based on the Customer contract or separate agreements,</li> <li>• Continued consulting or minor maintenance tasks on request of the Customer if the Customer does not want to create a separate ticket for each task.</li> </ul> <p><i>Continuous Operations</i> requests are processed in compliance with the <i>Request Fulfillment</i> process.</p> <p>See also <i>Service Request, Standard Change</i></p>	
Core team	<p>AMS Consultants who are appointed to process tickets for an AMS client. These consultants are familiar with the client's system landscape, business processes and have a close collaboration with the client's <i>key users</i>.</p>	
Customer Approval	<p>See <i>Quality Gate</i></p>	
Dispatching	<p>Forwarding of an incoming request / ticket to the responsible AMS <i>core team</i>.</p>	
Effort Estimation	<p><i>Quality Gate</i> that can be agreed optionally between <i>AMS</i> and the Customer.</p> <p>Before processing an <i>Incident, Problem, Request for Change</i> or <i>Service Request</i>, ticket processors have to estimate how long it will take them to process and solve the <i>request</i>. If this <i>Quality Gate</i> is agreed and as soon as the estimated effort exceeds a limit that was once defined by Customer, the ticket processors have to ask for the <i>key user's</i> approval to continue processing this ticket. If the <i>key user</i> does not give the approval, the ticket processor is not allowed to continue ticket processing – the ticket will be closed.</p>	
End User	<p>A Customer's employee who uses SAP software during daily business.</p>	

(AMS) Engagement Manager	<p>The <i>SAP Engagement Manager</i> is an SAP project manager during implementation of the services and during ongoing operation.</p> <p>The Engagement Manager coordinates and monitors the implementation phase of the agreed services and is responsible for managing the provision of agreed services, so all services and change requests are carried out in accordance with the agreed terms and conditions.</p> <p>The Engagement Manager is a dedicated named person and the single point of responsibility for the Customer for provisioning of the service and/or handling of any escalation.</p>
Emergency Change	<p>An <i>Emergency Change</i> deals with an Incident with change and <i>Request for Change</i> that has highest urgency and therefore must be imported to production system as soon as possible meaning outside any regular release or maintenance window.</p>
Event	<p>An <i>Event</i> is any automatic or manual occurrence of information with certain relevance.</p>
(AMS) Event Management	<p>Long-term monitoring of a system or system landscapes to identify critical system states at an early stage.</p> <p>The <i>AMS Event Management</i> process describes the procedure to identify an <i>event</i>, to evaluate the relevance, and to find an appropriate reaction method. An event can be identified by Manual Monitoring with appropriate tools. Manual Monitoring is usually executed as defined in a monitoring concept.</p>
Generic User	<p>An account to log into a system. This user is used by more than one person. For security reasons it is recommended to use only <i>Named Users</i>.</p>
Incident	<p>An <i>Incident</i> is the unplanned outage of parts or of a whole business process. <i>Incident</i> requests are processed in compliance with the <i>Incident Management</i> process.</p>
(AMS) Incident Management	<p>The process <i>AMS Incident Management</i> describes the procedure to restore the business process. An <i>Incident</i> can be resolved by either providing a workaround or by finding and eliminating the root cause (<i>Problem</i>). Once the <i>Incident</i> is solved it may be required to find the root cause (<i>Problem</i>) of the <i>Incident</i>. If such is identified, an approach how to prevent the problem from occurring again should be found and presented to the Customer.</p>
Initial Reaction Time (IRT)	<p><i>The Initial Reaction Time (IRT)</i> refers to the time between the receipt of a support ticket (time stamp of ticket status "open") and the first action taken by an SAP support person (time stamp of ticket status "in process"), familiar with the Customer's environment, to repair an Incident or process an <i>Service or Change Request</i>". The Initial Reaction Time is in accordance with the contractually agreed support times and can only be guaranteed if the communication channels according to the Support Concept or contract are used. If the priority of a support ticket is being changed, the service level "Initial Response Time" restarts from this point."</p>
ISAE3402	<p><i>International Standard on Assurance Engagements (ISAE) No. 3402</i> defines the professional standards used by a service auditor to assess the internal controls of a service organization and to publish a service auditor's report.</p> <p>The <i>ISAE 3402</i> Quality Assurance Report consist of different parts:</p> <ul style="list-style-type: none"> <li>• One part is used by SAP AMS's auditors to gain an understanding of the internal controls in operation at the service organization,</li> <li>• Another part is available for AMS clients to check and review if the quality assurance criteria and <i>Quality Gates</i> were met.</li> </ul>

ITIL	The <i>Information Technology Infrastructure Library (ITIL)</i> is a set of concepts and policies for managing IT services. It encompasses Service Strategy, Design, Transition, Operation and Continual Improvement and provides adaptable best practice procedures.
Key Performance Indicators (KPI)	Parameters that are used for the measurement of business.
Key User	A Customer's contact person who has special business process and SAP knowledge. A <i>key user</i> is authorized to address requests to AMS.  See also <i>Specific Key User</i>
Named Users	An account to log into a system. Due to security reasons, this user is used only by one person.  <i>Named users</i> are also technical systems and their users that exchange information with SAP systems.  See also <i>Generic User</i>
On-Call Duty	On-call duty is additional service time that is not covered by the standard delivery support. During on-call duty, SAP AMS ensures personnel that is available and can respond to <i>Incidents</i> and <i>Problems</i> within the agreed <i>Initial Reaction Time</i> corresponding to their <i>priority</i> . On-call duty services are invoiced to the Customer according to cost and expense.
Problem	A <i>Problem</i> is the underlying root cause of an <i>Incident</i> . A <i>Problem</i> can cause multiple <i>Incidents</i> .
(AMS) Problem Management	The process <i>AMS Problem Management</i> describes the procedure to find the root cause and to prevent the <i>Problem</i> from happening again.
Quality Gate (Q-Gate)	A <i>Quality Gate</i> is a formal step to verify the quality of a process step before the next process step is released for execution. <i>Quality Gates</i> define the minimum requirements that must be fulfilled to continue with the process. <i>Quality Gates</i> usually require a <i>customer approval</i> to continue the processing of a <i>request / ticket</i> .
Request	A <i>request</i> is a question or a task that is addressed to AMS. A <i>request</i> can be classified as <i>Incident</i> , <i>Request for Change</i> or <i>Service Request</i> .
Request for Change (RfC)	A <i>Request for Change</i> is the formal description of a desired business process change. <i>Requests for Change</i> are processed in compliance with the <i>Change Management</i> process.
(AMS) Request Fulfillment	Service requests are handled in the <i>AMS Request Fulfillment</i> process if they do not match the prerequisites for any other of the predefined AMS processes ( <i>Event Management</i> , <i>Incident Management</i> , <i>Problem Management</i> or <i>Change Management</i> ). These <i>service requests</i> will be further separated into one of the following categories: <i>Standard Change</i> , <i>Request for Continuous Operations</i> , or <i>Service Request</i> .

(AMS) Service Desk	<p>A centralized function servicing the single point-of-entry for all AMS <i>requests</i> and <i>tickets</i>. The AMS Service Desk handles tickets in compliance with the <i>Service Desk</i> process, i.e.</p> <ul style="list-style-type: none"> <li>• Ticket acceptance / rejection (contract, <i>SLA</i>, <i>key user</i> check),</li> <li>• Ticket monitoring (see <i>SLA</i>),</li> <li>• Ticket dispatching to the AMS <i>core team</i> consultants.</li> </ul> <p>The process <i>Service Desk</i> describes the workflow and tasks of the service desk function, including</p> <ul style="list-style-type: none"> <li>• Request / ticket reception,</li> <li>• Ticket creation (received by phone),</li> <li>• Ticket monitoring,</li> <li>• Ticket dispatching and</li> <li>• Reporting.</li> </ul>
Service Level Agreement (SLA)	<p><i>Service Level Agreements</i> describe the quality (e.g. <i>IRT</i>) and quantity (e.g. monthly support volume in hours) of agreed services between the Customer and AMS as service provider.</p>
SAP Service Market Place (SMP)	<p>The <i>SAP Service Market Place</i> (SMP) is SAP's Central portal for all application based support <i>requests via creation of support tickets</i>.</p> <p>Further it provides a platform with discussion forums, blogs, Wikis for exchange with SAP experts and offers documentation of all SAP-solutions through an online library.</p>
Service Request	<p>A <i>Service Request</i> is any <i>Request</i> which is no <i>Request for Change</i> and no <i>Incident</i>. <i>Service Requests</i> are processed in compliance with <i>the Request Fulfillment</i> process.</p> <p>See also <i>Standard Change</i>, <i>Continuous Operations</i></p>
Service Time	<p>Times in which AMS as contractor provides the Customer with the defined services according to the defined <i>SLA</i>.</p>
Solution Time (ST)	<p>The <i>Solution Time (ST)</i> means the time when processing of ticket begins (time stamp of ticket status "in process") until the first solution will be provided to the Customer (time stamp of ticket status "solution proposed to customer" (can be set exceptionally manually in case of a workaround)). The status "SAP Proposed Solution" means SAP has provided a corrective action or a solution proposal.</p> <p>The <i>Solution Time (ST)</i> does not include the time, when the ticket is handed over to Customer (ticket status "customer action") or SAP's product support (ticket status "Sent to SAP") for processing.</p> <p>The <i>Solution Time SLA</i> only applies to Incident Management tickets and if contractually agreed.</p>
Specific key user	<p>A Customer's contact person who is authorized to request, to approve or to reject user administration related tickets (<i>component BC-SEC</i>).</p> <p>See also <i>End User</i>, <i>Key User</i></p>
Standard Change	<p><i>Standard Changes</i> are low-impact changes that are pre-defined and pre-authorized. <i>Standard Changes</i> are processed in compliance with the <i>Request Fulfillment</i> process.</p> <p>See also <i>Service Request</i>, <i>Continuous Operations</i></p>
Super-Administrator	<p>A Customer's contact person who is authorized to create, change and deactivate Customer's user (so called <i>S-Users</i>) for <i>Service Market Place</i>.</p>



S-User	User to login <i>Service Market Place</i> .
Ticket	<p>A ticket is the way to document any support <i>request addressed by the Customer to SAP</i>. Each ticket is given a number at the point of time it is created. The ticket number will be the single reference to the Customer's request.</p> <p>The <i>SAP Service Market Place (SMP)</i> is SAP's Central portal for all application based support <i>requests via creation of support tickets</i>. <i>Any ticket has to be created in Service Market Place only</i>. Tickets are checked in compliance with the <i>AMS Service Desk</i> process and will only be processed by AMS if they are created in <i>Service Market Place</i>.</p>
Ticket processor	AMS Consultant who is responsible for ticket handling, documentation, processing and solving in compliance with the appropriate processes.
Ticket status	<p>The ticket status gives on the one hand a basic overview on the ticket processing progress and on the other hand the information by whom the next activity needs to be carried out. The main ticket states are:</p> <ul style="list-style-type: none"> <li>• Open,</li> <li>• In Process,</li> <li>• Customer Action,</li> <li>• Sent to SAP,</li> <li>• Solution Proposed to Customer,</li> <li>• Confirmed by Customer,</li> <li>• Procedure Ended.</li> </ul> <p>As soon as the ticket status <i>Confirmed by Customer</i> is set, any further required activities have to be handled and documented in another new ticket.</p>
User	<p>An account to log into a system.</p> <p>See <i>Generic User, Named User</i>.</p>
Workaround	A workaround is a temporary solution aimed at reducing or eliminating the impact of an Incident for which a full resolution is not yet available

## Exhibit F: Application Management Services – Engagement Approach

### Organizational Change Management Approach

Organizational Change Management includes, but is not limited to the following: business readiness for go-live, design and roll-out of end-user training, day-to-day backfill for Customer engagement team members, SAP system management, coordination with remote sites, and engagement communication to the company.

Customer is responsible for all organizational change management activities.

### Engagement Governance

To ensure effective communication between SAP and the Customer, an SAP and Customer status meeting to clarify open issues and questions will occur regularly as defined in the table below:

Meeting	Attendees	Time & Date)	Purpose	Frequency	Typical Method
Customer and SAP weekly meeting	<ul style="list-style-type: none"> <li>Customer SME, Customer Delivery Manager &amp; SAP Engagement Manager</li> </ul>	1 hour date and time TBD	<ul style="list-style-type: none"> <li>Weekly status update</li> <li>Review open items</li> <li>Discuss risks &amp; issues and agree resolutions</li> <li>Review open or breached incidents/problems or configuration requests</li> </ul>	Weekly	Face to Face and/or Tele conference or Video Conference
Customer and SAP Steering Committee Meeting	<ul style="list-style-type: none"> <li>Steering Committee</li> <li>Management, Customer Delivery Manager &amp; SAP Engagement Manager</li> </ul>	2 hours date and time TBD	<ul style="list-style-type: none"> <li>Review Transition progress</li> <li>Review financials, timelines &amp; deliverables</li> <li>Review risks and issues</li> <li>Resolve action items</li> <li>Gather feedback</li> </ul>	Quarterly	Face to Face
Customer and SAP Bi-Annual Contract Review session	<ul style="list-style-type: none"> <li>Management Customer Delivery Manager &amp; SAP Engagement Manager</li> </ul>	1 day Date and time TBD	<ul style="list-style-type: none"> <li>Review Scope Document timeline, scope, service hours, number of resources</li> <li>Review SLA</li> <li>Review performance review deliverables</li> </ul>	Yearly	Face to Face

### Engagement Deliverables

#### Customer Deliverables

The following are the engagement deliverables to be delivered by Customer:

1. Software Installed and Functioning (continuous operation)
2. Transition and Hand over

#### SAP Deliverables

In addition to SAP's monthly delivery of Application Management Services the following deliverables will be delivered by SAP:

1. Initial Kick off Workshop
2. Monthly report
3. ISAE 3402 Quality Assurance Report twice a year



## **Engagement Assumptions**

### **General Engagement Assumptions**

Anything not specified as in-scope is deemed out-of-scope, is not part of this engagement and would require additional consulting services through the Change Order Procedure as defined in Exhibit 2 or a separate statement of work.

No changes will be made to the system landscape operated by Customer as a result of the services provided by SAP.

SAP will document possibilities for improvement in the scope of the daily support. SAP will also analyze calls for assistance to determine if other areas are available for improvement. This information will be discussed in communications between Customer's representatives and the SAP support team. When SAP has identified an area for improvement, SAP may make a formal cost and expense assessment, and will analyze the consequences of the change on the existing landscape and system operation. SAP will submit the recommendation to the appropriate Customer's representative in the form of a Request for Change. If approved by Customer the change will be implemented via the Change Order Procedure and billed as identified in the relevant Change Order.

Customer will be fully responsible for the project management, design, scope, delivery execution, and user acceptance of application changes. SAP's role in enhancements will be on a staff augmentation basis by making a best efforts attempt to staff requested resources within the functional or technical skill sets and consulting level requested.

Customer will maintain a representative who will be Customer's primary point of contact in dealing with SAP and will have the authority and power to make decisions with respect to any action to be taken by Customer under this schedule.

### **Customer's additional responsibilities including Collaboration and cooperative duties**

Customer will provide all software products and licenses required for the services to be provided including all necessary maintenance agreements (in particular for SAP software used) for the entire contract period. Customer will use a currently maintained release of the SAP Software in accordance with Customer's End User License Agreement (Software License Agreement) with SAP, unless the parties otherwise agree to an earlier Releases.

Customer will grant SAP nonexclusive rights to operate these software products solely for the purpose of supporting and modifying the applications used. Any necessary changes to the software licenses or maintenance agreements will be made by Customer at Customer's expense.

Regardless of the scope of services provided under this engagement, Customer is responsible for the implementation and the design of the overall software solution.

Customer is responsible for the definition and execution of its business processes including but not limited to application and data security policies, Sarbanes-Oxley compliance standards and processing requirements.

Customer is responsible to provide SAP reasonable and sufficient documentation of its business processes in order for SAP to perform its responsibilities under this Scope Document

Under this contract, a request will be processed after a ticket has been issued to SAP detailing the request. Customer must open the ticket in Service Market Place.

Customer will ensure that SAP has access to the supported systems within Customer's IT solution and will bear any expenses required for this purpose.

Customer is responsible to ensure that its 3<sup>rd</sup> Level Support parties reasonably cooperate in their timely receipt and handling of queries and tickets forwarded from SAP.

Customer is responsible for all data stored into the systems. Customer is responsible for backing up its data. Except where otherwise expressly indicated in writing by Customer, SAP is always entitled to act on the assumption that all of Customer's data is backed up.

Customer will ensure that the release of any new or upgrade to Customer's software complies with the interface requirements of the solution in scope and will notify SAP at least eight (8) weeks prior to the release of any new or upgrade to the software.

For the entire duration of the engagement Customer names and maintains a representative who will be Customer's primary point of contact in dealing with SAP for this engagement and will have the authority and power to make decisions with respect to any action to be taken by Customer under this contract.

Two weeks before start of the engagement, Customer will make technical documentation, end-user documentation and business process documentation available to SAP in English language. In case Customer fails to provide this documentation on time or if the documentation does not have the required level of detail, the service start might be delayed and support efforts by SAP might increase.

During the entire run time of the engagement Customer is accountable to provide SAP reasonable and sufficient documentation of its business processes in order for SAP to perform its responsibilities.

Customer informs SAP in a timely manner, i.e. with a lead time of three (3) months about changes to the required support in terms of volume, languages and service times.

Customer provides SAP for the semi-annual audits a user with all necessary authorizations free of charge. This is required for all systems in which SAP has responsibility for transportation management. Customer also confirms that its transportation management can be checked for audit purposes and that information is also made available to the respective auditors. This is only applicable if during the set up phase it is agreed that SAP will be responsible for transports to production.

During the agreed service times Customer will ensure the availability of a sufficient number of Key Users who have the required technical-, application and business process expertise and sufficient skills to communicate with SAP's AMS Consultants in the agreed support language and will provide to SAP a list of the key users including name, function, phone number, fax number and email address. Customer will ensure that all Key Users are familiar with the support process including ticket creation and processing via the SAP Service Market Place.

Customer will designate at least one Customer user as an OSS user with the authorization to open the OSS connection to the SAP systems and to set up messages

If Customer fails or partially fails to comply with these collaborative and cooperative duties or if Customer fails to comply with these collaborative and cooperative duties in the right quality or if Customer fails to comply on, SAP can request adjustments of the schedule and/ or charge additional costs resulting out of the non-compliance to Customer at the agreed daily rates

*[If applicable, describe requirements we need to deliver service provisions and which services have to be provided by the Customer, respectively.]*

## **People**

The engagement will be carried out requiring the efforts of both SAP and Customer. Customer will provide knowledgeable, decision-empowered resources available to work on the engagements as part of the engagement team, and will supply SAP with the names and contact information of all Customer and 3rd Party resources assigned to the engagement.

Customer agrees and understands that the assigned SAP AMS Consultant(s) may perform Services on the engagement from an off-site location.

SAP reserves the right to, in its sole discretion; replace any assigned SAP AMS Consultant with an SAP AMS Consultant with equivalent skills.

Customer and SAP will promptly replace inappropriately skilled team members or vacated team slots as deemed necessary during the engagement.

Customer will continue to be responsible and designate at least one (1) Customer User as an OSS user with the authorization to open the OSS connection to the SAP systems and to setup support messages (tickets).

The Customer Power users are capable of accepting the first call from the end-user community and address it internally or understand how to route it, as necessary, to the SAP AMS Ticketing System (or SAP Service Desk).

**Exhibit G Template for Acceptance Protocol**

Acceptance Protocol

Engagement Name:

Working Package:

<b>Customer Project Manager</b>		<b>SAP Engagement Manager</b>	
<b>Order No.</b>			
<b>Customer</b>	Customer Name Department or Contact Person Street, No. ZIP Code, City		

**1. Handover of Engagement Results**

The subject matters of the contract subsequently specified were handed over and were defined in detail in the following documents:

	<b>Deliverable</b>	<b>Document</b>	<b>Date</b>	<b>Comments</b>
	Kick off Workshop			
	Monthly report			
	ISAE 3402 Quality Assurance Report twice a year			

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Place, Date                  SAP Engagement Manager

**Acceptance Statement**

The activity results have been generated as mutually agreed in the contract. Consequently, the contract has been fulfilled on part of SAP to the full extent. The Customer hereby declares his acceptance.

The activity results show defects, which do not preclude acceptance and which impair the usefulness of the contracts goods, works and services only to an insubstantial extent. These open issues listed below shall be rectified. The Customer hereby declares his acceptance.

The activity results show substantial defects, which preclude acceptance. Acceptance is refused. The open issues will be listed below.

No.	Ref. to ID	Open Issue	Responsible	Deadline

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Place, Date

Customer