

Pioneer 360 Support Services Description (“F360SSD”)

Pioneer 360 Support Services are provided in accordance with this F360SSD and the Pioneer 360 Support Services Order Form. The Pioneer 360 Support Services require a current contract for SAP Pioneer Maintenance and Support or an equivalent current contract with SAP SE or a SAP SE Affiliate regarding the SAP Pioneer Software, and may include professional expertise onsite and/or remotely to assist Customer inter alia (i) in driving continuous business improvement within Customer’s lines of business, supporting implementation and innovation projects via industry best-practice solution provisioning and/or (ii) in the handling of orchestration and operations of Customer’s system landscape for all installations of SAP Pioneer Software to the Customer unless specified otherwise in the Pioneer 360 Support Services Order Form.

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

1 Pioneer 360 Support Services

- 1.1 SAP Pioneer delivers only the Pioneer 360 Support Services (“Pioneer 360 Support Services”) specified in a Pioneer 360 Support Services Order Form referencing this F360SSD. Pioneer 360 Support Services consist of the following components, organized within three (3) service areas and as listed in Annex 1 - List of Pioneer 360 Support Services:
 - 1.1.1 Solution 360 Support Services consist of Services classified as Solution 360 Support Services in Annex 1 to the F360SSD.
 - 1.1.2 Tech 360 Support Services consist of Services classified as Tech 360 Support Services in Annex 1 to the F360SSD.
 - 1.1.3 Support 360 Services consist of Services classified as Support 360 Services in Annex 1 to the F360SSD.
- 1.2 F360 Support Services are delivered based on the delivery structure defined in sections 2 (Pioneer Embedded Services), 3 (Pioneer Expert Services), 4 (Pioneer Expertise On Demand) or 5 (Pioneer On-Call Duty Services) and according to agreed volumes/quotas specified in the F360 Order Form if not specified differently in this F360SSD.
- 1.3 Mandatory Pioneer 360 Support Services are specified in this F360SSD or the F360 Order Form.

2 Pioneer Embedded Services

- 2.1 SAP Pioneer delivers Pioneer Embedded Services as a dedicated team consisting of Pioneer support resources (“Embedded Resources”) identified in the Order Form as part of an Agreement performing the role described below. Such Embedded Resources will be available during Local Business Hours for the quota of days per period of time (“Period”) per assigned Embedded Resource during the Services Term all as specified in the Order Form (“Embedded Resources Quota”). The assignment of Embedded Resources will occur within six (6) weeks after the Effective Date of the Order Form or as otherwise agreed between the parties in the Order Form. The Embedded Resources Quota does not include any vacation leave by the assigned Embedded Resources.
- 2.2 Pioneer Embedded Services comprise the following roles:
 - (i) Pioneer Engagement Lead (“FEL”) – mandatory role.
 - (ii) Pioneer Engagement Expert (“FEX”).
 - (iii) Pioneer Engagement Architect (“FEA”).
- 2.3 Depending on the role, the activities of the assigned Embedded Resource(s) will comprise one or any combination of the following areas to the extent applicable as mutually agreed to by the parties:
 - 2.3.1 Pioneer Engagement Lead (“FEL”) activities:
 - (i) Understand Customer’s SAP Pioneer Software solution, business processes, and strategic direction.
 - (ii) Provide strategic advice, guidance, and assistance in the following areas:
 - a) Technical risk management/program management of complex Customer SAP Pioneer Software implementation, upgrade, and transformation projects.
 - b) SAP Pioneer release & upgrade strategy that is aligned with Customer’s information technology (IT) strategy.

- c) Identification of areas for potential reduction in Customer's total cost of operations and potential for the optimization (i.e., continuous improvement) of Customer's SAP Pioneer Software.
 - (iii) Provide transparency for focus area progress including status reporting of jointly agreed key performance indicators ("KPIs").
 - (iv) Develop and maintain mutually agreed Customer-specific Pioneer 360 Support Services engagement plans.
 - (v) Facilitate the performance of the Pioneer 360 Support Services engagement plan including the coordination of individual service deliveries and SAP Pioneer resource staffing.
 - (vi) Assist Customer in defining monitoring requirements and strategy for key operations processes running on SAP Pioneer Software.
 - (vii) Assist Customer in coordinating, tracking, and reporting SAP Pioneer technical risk mitigation and Top-Issues at Customer's executive level.

2.3.2 Pioneer Engagement Expert ("FEX") activities:

- (i) Provide advice, guidance, and assistance with agreed to focus areas:
 - a) SAP Pioneer support requirements, Customer support processes and use of SAP Pioneer support tools.
 - b) Integrated end-to-end application lifecycle management.
 - c) Integration validation of complex Customer solutions.
 - d) Operate the SAP Pioneer solution more efficiently.
 - e) Accelerated innovation for custom built solutions and rapid prototyping.
 - f) Solution availability management, monitoring, and performance.
 - g) Risk mitigation plan(s) for critical maintenance issues.
 - h) Incident reduction and/or avoidance.
- (ii) Track Customer's implementation of SAP Pioneer's recommendations and action plans resulting from the delivery of Pioneer Expert Services hereunder.
- (iii) Provide periodic status and risk reporting at Customer's project management level.
- (iv) Manage quality gates for selected focus area projects.

2.3.3 Pioneer Engagement Architect ("FEA") activities:

- (i) Understand Customer's SAP Pioneer Software solution, business processes and strategic direction to assist Customer in developing a to-be architecture design combining public/private cloud and on-premise scenarios.
- (ii) Align the Customer's architectural strategy and roadmaps with the SAP Pioneer solutions and platforms strategy.
- (iii) Provides advice, guidance, and assistance in the following areas:
 - a) Architecture for key programs.
 - b) Documentation of system landscape including solution, application, data, and integration architecture.
 - c) Customer's establishment of an architecture governance board.
 - (iv) Support FEL to facilitate, where appropriate, the performance of Pioneer Expert Services including the coordination of individual service deliveries and SAP Pioneer resource staffing
 - (v) Assist Customer in coordinating, tracking, and reporting SAP Pioneer architecture roadblocks, pain points and mitigation

- 2.4 All Pioneer Embedded Services will be coordinated with Customer's Engagement Manager as defined in section 6 (Engagement Management). Changes to the scope of the Pioneer Embedded Services may be made upon prior written mutual agreement of the parties. Any such changes to the Pioneer Embedded Services will in all cases only relate to Pioneer Embedded Services and no other type of SAP Pioneer Services.

3 Pioneer Expert Services

- 3.1 SAP Pioneer may provide Innovation Services, co-design, architecture planning, implementation Support, PaaS and DevOps, safeguarding and/or end-to-end operations services (collectively "Pioneer Expert Services") during Local Business Hours (unless otherwise agreed to in writing by the parties in advance) as may be determined by SAP Pioneer and Customer in the agreed to Pioneer 360 Support Services engagement plan, for the quota of Pioneer Expert Services days per Period during the Pioneer 360 Support Services Term specified in the Order Form ("Expert Services Quota").
- 3.2 Within the Expert Services Quota, Customer will be entitled to choose any standard Pioneer Expert Service from SAP Pioneer's then current portfolio of Pioneer Expert Services. A listing of SAP Pioneer's current Pioneer Expert Services is available in Annex 1 to this F360SSD. This Annex 1 specifies the assignment of the Pioneer Expert Services to the respective service area and documents, if a Pioneer Expert Service is a mandatory Service under this Agreement.
- 3.3 To schedule Pioneer Expert Services, Customer shall contact the FEL assigned or designated Embedded Resource. SAP Pioneer requires a minimum lead-time of five(5) weeks for scheduling Pioneer Expert Service delivery requests. If reasonably possible for SAP Pioneer, Pioneer Expert Services may also be scheduled based on short-term needs and according to arising project requirements. SAP Pioneer will calculate the estimated days for a requested Pioneer Expert Service based on Customer's information and requirements. This estimate will include preparation and post processing activities. The days used for an Pioneer Expert Service will be deducted from the Expert Services Quota, where applicable. No time will be deducted from the Expert Services Quota for travel time. If Customer postpones or cancels any already requested Pioneer Expert Service less than three (3) weeks before the start date of the Pioneer Expert Service, SAP Pioneer may deduct already rendered days (e.g., preparation activities) from Customer's Expert Services Quota.
- 3.4 Customer shall define a project team and make sure that the relevant project members are available for the duration of the individual Pioneer Expert Service deliveries. Such Customer project teams should be staffed with Customer's IT project manager, concerned business process owners, system administrators, active users, and the people who are responsible for the implementation of the respective core business processes. The agenda requires the participation of some or all of Customer's project team. Prior to an Pioneer Expert Service delivery, the Engagement Managers will:
 - (i) agree upon a more formal agenda for the Pioneer Expert Service.
 - (ii) agree upon the required involvement of Customer's project team members.
 - (iii) identify any prerequisite Software for the performance of the Pioneer Expert Service.
- 3.5 Integrated Support Handling
 - 3.5.1 If Integrated Support Handling is agreed (Quota for Integrated Support Handling), SAP Pioneer will act on behalf of the Customer towards SAP for all issues encountered during operating SAP Pioneer products where the root cause is expected to be with SAP Pioneer and where the root cause finally is identified to be with SAP, which includes:
 - (i) Managing communication.
 - (ii) Handling SAP Incident Report and synchronizing Incident Report content between SAP Pioneer and SAP.
 - (iii) Sharing information about root cause analysis with SAP support.
 - (iv) Managing formal escalations with involvement of SAP, aligning the required resources from all parties.
 - 3.5.2 Prerequisites
 - (i) Customer maintains a Maintenance and Support contract with SAP for the term of this Order Form.
 - (ii) Customer consent towards SAP that SAP Pioneer may act on behalf of the Customer.

4 Pioneer Expertise on Demand (Expert Support)

- 4.1 Pioneer Expertise on Demand ("EoD" or "EoD Services") is a remote Service which provides SAP Pioneer resources to fill Customer's need for short to medium-term duration (up to a maximum of ten (10) EoD days in duration) tasks. These tasks target technically complex or unusual issues that are typically beyond the experience of Customer's staff such as: minor modifications of the Software;

minor configuration changes of Customer's Software system; knowledge transfer on Software and similar tasks. EoD Services do not include reaction on Customer Incident Reports as these are covered under the SAP Pioneer Maintenance and Support Services Agreement.

- 4.2 EoD Services will be provided during Local Business Hours for the quota of EoD days per Period during the Pioneer 360 Support Services Term specified in the Pioneer 360 Order Form ("EoD Quota").
- 4.3 To engage EoD Services, Customer will submit a support case, in English, via the SAP Pioneer Support Portal identifying the task and supporting information for the EoD task for which Customer is requesting SAP Pioneer's assistance ("EoD Task"). SAP Pioneer shall then analyze Customer's EoD Task request. SAP Pioneer may reject an EoD Task submitted by Customer if the request does not constitute an actual EoD Task in accordance with this section 4.3 or if the EoD Task cannot be realized due to technical or legal implications. Where the EoD Task can be realized by SAP Pioneer, SAP Pioneer shall submit an action plan for completion of the EoD Task to Customer. If Customer accepts the action plan and wishes to have SAP Pioneer commence work, SAP Pioneer shall provide an estimated duration (in hours, subject to a minimum duration of four (4) hours to complete an accepted EoD Task) for such EoD Task effort. Upon Customer's acceptance of the estimate, SAP Pioneer shall commence work on completing the EoD Task in accordance with the action plan. The actual hours used to perform an accepted EoD Task will be deducted from the EoD Quota. EoD Services cannot be used to deliver Pioneer Expert Services listed in section 0 (Pioneer Expert Services) above.
- 4.4 SAP Pioneer shall use commercially reasonable efforts to fulfill EoD Task requests submitted by Customer, however, SAP Pioneer does not warrant that it can or will fulfill every EoD Task request submitted by Customer and SAP Pioneer will have no liability if it cannot or does not fulfill such EoD Task request. SAP Pioneer shall notify Customer if it cannot fulfill an EoD Task request. If SAP Pioneer commences work on an EoD Task and subsequently determines that it cannot or will not fulfill such EoD Task, SAP Pioneer shall provide Customer with a written notice explaining the reasons for such decision.

5 Pioneer On-Call Duty Services

- 5.1 Pioneer On-Call Duty Services offer Customer remote access to a contact person within SAP Pioneer's support organization to support Customer with critical business processes, upon request. Such Pioneer On-Call Duty Services contact person will be available for the quota of Pioneer On-Call Duty Services sessions per Period during the Pioneer 360 Support Services Term specified in the Pioneer 360 Support Services Order Form ("On-Call Duty Quota").
- 5.2 An SAP Pioneer On-Call-Duty Services session is:
 - (i) Either on one (1) calendar day (Monday to Sunday) starting 08:00 a.m. and ending 8:00 p.m. the same day in Customer's local time zone; or
 - (ii) On one (1) calendar day (Monday to Sunday) starting 08:00 p.m. and ending 08:00 a.m. the following day in Customer's local time zone.
- 5.3 To schedule Pioneer On-Call Duty Services Customer shall make a request in writing to the FEL or the designated Embedded Resource. The scheduling of Pioneer On-Call Duty Services is subject to five (5) weeks advance notice.

6 Engagement Management

- 6.1 Each party shall designate an Engagement Manager. SAP Pioneer's Engagement Manager will be the assigned FEL. Customer's Engagement Manager will be English speaking and have the authority to make necessary decisions as required for the performance of the Pioneer 360 Support Services or to procure that such decisions are made without undue delay. Such Engagement Managers shall cooperate closely with each other in accordance with the terms of the Agreement. Pioneer 360 Support Services performed by the assigned SAP Pioneer resources will be coordinated with Customer's Engagement Manager.
- 6.2 In addition, the parties shall conduct regular executive meetings during the term of Pioneer 360 Support Services ("Executive Meetings"). Such Executive Meetings will occur no less than once per quarter at times and dates mutually agreed to by the parties. The purpose of such Executive Meetings is to review, discuss and mutually agree if further measures are required to achieve the purposes of the Pioneer 360 Support Services based on the then current Pioneer 360 Support Services status. Each meeting will include a status report on progress in the key focus areas, including, but not limited to, the following:
 - (i) An evaluation of progress under the Pioneer 360 Support Services program compared to the agreed to key focus areas, KPI's and the Pioneer 360 Support Services engagement plan.

- (ii) Identification of risks and/or delays that may jeopardize the performance of Customer's Software solution including risk mitigation recommendations.
- (iii) Implementation of recommendations.
- (iv) Discussion of open issues and any Change Requests from either party.
- (v) Relevant details regarding project organization and planning.

A meeting report will be prepared by SAP Pioneer's Engagement Manager and forwarded to Customer's Engagement Manager for verification. If, within thirty (30) Business Days of receiving the report, Customer's Engagement Manager does not respond to the report in writing by submitting specific report Change Requests, the report as presented by SAP Pioneer will be deemed accepted by Customer. The parties shall cooperate in good faith to resolve any report Change Requests and issue final versions for approval and acceptance.

- 6.3 The cooperation of any Customer's third-party consulting Business Partner(s) is critical for the success of the individual Pioneer 360 Service engagements. Customer shall ensure that such Business Partner will comply with Customer's responsibilities, this F360SSD and the respective Agreement and will cooperate, as reasonably requested by SAP Pioneer, in order for SAP Pioneer to fulfill its obligations under this F360SSD and the Agreement.

7 Customer Requirements

To receive Pioneer 360 Support Services under an Order Form, Customer must:

- (i) Continue to pay all Support Services Fees (i.e., Maintenance and Support Fees, or Support for Large Enterprises Fees) under the Software Agreement.
- (ii) Fulfill its obligations under the GTC, Software Terms, the Order Form, and this F360SSD.
- (iii) Provide remote connectivity and data access in accordance with Part 3 of the LPC.

8 General Provisions

- 8.1 The assigned Embedded Resources will be entitled to their normal annual vacation leave as set forth in their employment contract with SAP Pioneer or other SAP Pioneer Affiliate.
- 8.2 To ensure efficient communication, the language for the delivery of Pioneer 360 Support Services will be English. Relevant information related to the Pioneer 360 Support Services will be provided to the SAP Pioneer resources in English.
- 8.3 The assigned SAP Pioneer resources (including the assigned Embedded Resources) may occasionally perform Pioneer 360 Support Services activities hereunder from an SAP Pioneer office.
- 8.4 The scope of Pioneer 360 Support Services offered by SAP Pioneer may be changed annually by SAP Pioneer at any time upon ninety (90) calendar days prior written notice to reflect the continuing development of SAP Pioneer product portfolio and Services offerings.
- 8.5 Fees are subject to change once per calendar year upon ninety (90) calendar days prior written notice to Customer. If SAP Pioneer exercises its option to change Fees in accordance with the preceding sentence, and such changes are not acceptable to Customer, Customer is entitled to terminate the Pioneer 360 Order Form affected by such Fees change with thirty (30) calendar days' written notice from Customer's receipt of SAP Pioneer's notice of such Fees change. Such termination will take effect at the end of the then current calendar year in which the Fees change notice is given. If Customer does not terminate within such period, the Fees change is deemed to be accepted by Customer.
- 8.6 Pioneer 360 Support Services will terminate effective the same date as:
 - (i) Any termination of the SAP Pioneer Maintenance and Support under the Software Agreement; or
 - (ii) Defined in the applicable Order Form.

Annex 1 – List of Pioneer 360 Support Services

1 Solution 360 Support Services

- 1.1 Solution Assessment (mandatory).
- 1.2 Product Guardian (mandatory for implementation and major upgrades).
- 1.3 Upgrade/Conversion Planning.
- 1.4 Data Volume Assessment.
- 1.5 Target Architecture Design.
- 1.6 Solution Exploration.
- 1.7 Training.

2 Tech 360 Support Services

- 2.1 Stability and Performance Service.
- 2.2 Assessment/Monitoring of period end closing processes.
- 2.3 SAP HANA review and optimization.
- 2.4 Root cause analysis.
- 2.5 Go-Live Support Services.
- 2.6 Data Volume Management Optimization / Implementation Strategy.
- 2.7 Data Protection Assessment.

3 Support 360 Services

- 3.1 Integrated support handling.
- 3.2 Ticket handling.