

Technical Safeguarding (F360 Support Services): Services Description (“TS-SSD”)

Technical Safeguarding (F360 Support Services) are provided in accordance with this TS-SSD and the Technical Safeguarding (F360 Support Services) Order Form. The Technical Safeguarding (F360 Support Services) require a current contract on SAP Pioneer Maintenance and Support or an equivalent current contract with SAP SE or a SAP SE Affiliate regarding 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 of the Customer unless specified otherwise in the Technical safeguarding Support Services Order Form.

Capitalized terms referred to but not defined herein will have the meaning as described in the Agreement or in Annex 2 (Definitions) of this TS-SSD.

1 Technical Safeguarding (F360 Support Services) Services

SAP Pioneer delivers only the Technical Safeguarding (F360 Support Services) Services specified in the Order Form referencing this TS-SSD. Technical Safeguarding (F360 Support Services) consist of the following components:

1.1 Pioneer Engagement Lead – Pillar I

Pioneer Engagement Lead (“FEL”) is a mandatory role in Technical Safeguarding (F360 Support Services). FEL leads the engagement from SAP Pioneer side and coordinates all the activities delivered as part of the Technical Safeguarding Services. FEL will be available at the Customer location(s) or remotely during Normal Business Hours for the quota of days per period of time (“Period”) during the Term, all as specified in the Order Form (“FEL Quota”). FEL assignment will occur within six (6) weeks of the Effective Date of the Order Form, or as otherwise agreed between the parties in the Order Form. The FEL Quota does not include any vacation leave by the assigned FEL.

The FEL” role comprises the following activities:

- (i) Understanding Customer’s SAP Pioneer Software solution(s), business processes, and strategic direction.
 - (ii) Providing strategic advice, guidance, and assistance in the following areas:
 - a) Technical risk management/program management of complex Customer’s 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) Providing transparency for focus area progress including status reporting of jointly agreed key performance indicators (“KPIs”).
 - (iv) Developing and maintaining mutually agreed Customer-specific Technical Safeguarding (F360 Support Services) engagement plans.
 - (v) Facilitating the performance of the Technical Safeguarding (F360 Support Services) engagement plan including the coordination of individual service deliveries and SAP Pioneer resource staffing.
 - (vi) Assisting Customer in defining monitoring requirements and strategy for key operations processes running on SAP Pioneer Software.
 - (vii) Assisting Customer in coordinating, tracking, and reporting SAP Pioneer technical risk mitigation and Top-Issues at Customer’s executive level.
 - (viii) Supporting Customer to manage open tickets and coordinate issue resolution with Customer and other (SAP) services providers, such as e.g. the SAP TQM.
- #### **1.2 Pioneer Expert Services / Fixed Packages for Technical Safeguarding – Pillar II**
- ##### **1.2.1 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 Normal 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 Technical Safeguarding (F360 Support Services) Services engagement plan. Customer and FEL will document the scope, Deliverable(s) and agreed Fees for Fixed Package delivery in a Fixed Package delivery note.

- 1.2.2 Within the then available remaining Contractual Value, 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 (List of Pioneer Expert Services) to this TS-SSD.
- 1.2.3 To schedule Pioneer Expert Services, Customer shall contact the assigned FEL. 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 fixed price for a requested Pioneer Expert Service based on Customer's information and requirements. This estimate will include preparation and post processing activities. The applicable Fees will be deducted from the then available, remaining Contractual Value, where applicable. No time or value will be deducted from the Contractual Value attributable to Pillar II for travel time. If Customer postpones or cancels any already requested Pioneer Expert Service less than three (3) weeks before the planned start date of the Pioneer Expert Service, SAP Pioneer may deduct already performed activities (e.g. preparation activities) pro-rata from Customer's then available, remaining Contractual Value.
- 1.2.4 Customer shall define a project team and make sure that the relevant contact people 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 persons who are responsible for the implementation of the respective core business processes. The agenda requires the participation of some or all of the Customer'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) the required involvement of Customer's project team members; and
 - (iii) identify any prerequisite SAP Pioneer Software for the performance of the Pioneer Expert Service.
- 1.3 Pioneer Expertise on Demand – Pillar III
 - 1.3.1 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 tasks. EoD Services do not include reaction on Customer incidents as these are covered under the Support Agreement.
 - 1.3.2 EoD Services will be provided during Normal Business Hours against the then available, remaining Contractual Value attributable to Pillar III, as specified in the Order Form.
 - 1.3.3 To engage in EoD Services, the Customer must submit a support case in English, either by email to the FEL or, where available, through the SAP Pioneer Support Portal. The request must clearly describe the required EoD task and include all relevant supporting information ("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 1.3 (Pioneer Expertise on Demand – Pillar III) 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 an 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 then available, remaining Contractual Value attributable to Pillar III.
 - 1.3.4 SAP Pioneer shall use commercially reasonable efforts to carry out EoD Task requests submitted by Customer. However, SAP Pioneer does not guarantee that it will be able to fulfill every EoD Task request and shall have no liability if it is unable or chooses not to do so. SAP Pioneer shall notify Customer if an EoD Task request cannot be fulfilled. If SAP Pioneer has already started work on an EoD Task and later determines that it cannot or will not complete it, SAP Pioneer will provide the Customer with a written explanation of the reasons.
 - 1.3.5 Pioneer Engagement Expert ("FEX") activities as part of the EoD offering:
 - (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) Operate the SAP Pioneer solution more efficiently.
- d) Accelerated innovation for custom built solutions and rapid prototyping.
- e) Solution availability management, monitoring, and performance.
- f) Risk mitigation plan(s) for critical maintenance issues.
- g) 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.

1.3.6 Pioneer Engagement Architect ("FEA") activities as part of the EoD offering – Pillar III:

- (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. Proper knowledge transfer of the FEA is required as part of initial service engagement.

- (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.

1.3.7 Pioneer On-Call Duty Services as part of the EoD offering – Pillar III

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 will be available for the Pioneer On-Call Duty Services session as agreed by the Customer Engagement Lead and the FEL according to this section and as available during the Pioneer Technical Safeguarding (F360 Support Services) Term specified in the Pioneer Technical Safeguarding (F360 Support Services) Services Order Form.

An SAP Pioneer On-Call-Duty Services session is:

- (i) either Monday to Sunday starting 08:00 a.m. and ending 08:00 p.m. the same day in Customer's local time zone; or
- (ii) Monday to Sunday starting 08:00 p.m. and ending 08:00 a.m. the following day in Customer's local time zone.
- (iii) The value of a Pioneer On Call Duty session equals the value of an eight (8) hour EoD delivery day for a local T4 resource, if not specified differently in the applicable Order Form.

To schedule Pioneer On-Call Duty Services Customer shall make a request in writing to the FEL. The scheduling of Pioneer On-Call Duty Services is subject to five (5) weeks advance notice.

2 Engagement Management

2.1 Each party shall designate an Engagement Manager. SAP Pioneer's Engagement Manager is the assigned FEL. Customer's Engagement Manager will be English speaking and empowered to make necessary decisions for Customer or bring about such decision without undue delay. Such Engagement Managers shall cooperate closely with each other to administer the terms of the Agreement. Pioneer Technical Safeguarding (F360 Support Services) performed by the assigned SAP Pioneer resources will be coordinated with Customer's Engagement Manager.

2.2 In addition, the parties shall conduct regular executive meetings during the term of Pioneer Technical Safeguarding (F360 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 Technical Safeguarding (F360 Support Services) based on the then current Pioneer Technical Safeguarding (F360 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 Technical Safeguarding (F360 Support Services) program compared to the agreed to key focus areas, KPI's and the Pioneer Technical Safeguarding (F360 Support Services) engagement plan.
- (ii) Identification of risks and/or delays that may jeopardize the performance of Customer's SAP Pioneer 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 sent to Customer's Engagement Manager for verification. If Customer's Engagement Manager does not object the report in writing within thirty (30) working days of receipt by submitting specific requested changes to the report, the report will be deemed approved by Customer. The parties shall cooperate in good faith to resolve any requested changes and to issue final versions of the report for approval.

- 2.3 The cooperation of any Customer's third-party consulting partner(s) ("Customer Partner") is critical to the success of the individual Pioneer Technical Safeguarding (F360 Support Services) engagements. Customer shall ensure that such Customer Partner will comply with Customer's responsibilities, this TS-SSD and the related Order Form and will cooperate with SAP Pioneer as reasonably requested by SAP Pioneer in order for SAP Pioneer to fulfill its obligations under this TS-SSD and the Order Form.

3 Customer requirements

To receive Pioneer Technical Safeguarding (F360 Support Services) under an Order Form, Customer must:

- (i) Continue to pay all support Fees (i.e., Maintenance and Support Fees, or Support for Large Enterprises Fees) under the Software License Agreement.
- (ii) Fulfill its obligations under the Software License Agreement, GTC, Supplemental Terms for Software, the Order Form, and the Pioneer Technical Safeguarding (F360 Support Services) Scope Document.
- (iii) Provide remote connectivity and data access via a technical standard procedure as defined by SAP Pioneer and grant SAP Pioneer all necessary authorizations. For delivering Services beyond Technical Safeguarding Services, Customer will provide a remote connection as agreed between Customer's Engagement Manager and the FEL.

4 General provisions

- 4.1 The assigned SAP Pioneer 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.
- 4.2 To ensure efficient communication, the language for the delivery of Pioneer Technical Safeguarding (F360 Support Services) will be English. Relevant information related to the individual Pioneer Technical Safeguarding (F360 Support Services) will be provided to the SAP Pioneer resources in English.
- 4.3 The assigned SAP Pioneer resources may occasionally perform Pioneer Technical Safeguarding (F360 Support Services) activities hereunder from an SAP Pioneer office.
- 4.4 The scope of Pioneer Technical Safeguarding (F360 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.
- 4.5 SAP Pioneer may adjust the Fees once per contract year upon ninety (90) calendar days prior written notice to Customer. If Customer, does not accept the adjusted Fees, Customer is entitled to terminate the affected Pioneer Technical Safeguarding (F360 Support Services) Order Form(s) by such fee change with thirty (30) calendar days' written notice from Customer's receipt of SAP Pioneer's notice of such fee change with effect at the end of the then current calendar year in which such fee change

notice was issued. If Customer does not terminate within this period, the adjustment in Fees is deemed to be accepted by Customer.

- 4.6 Pioneer Technical Safeguarding (F360 Support Services) will terminate effective the same date as:
- (i) any termination of either the applicable (a) SAP Pioneer Maintenance and Support under the Software License Agreement or (b) the equivalent Maintenance and Support contract with SAP SE or a SAP SE Affiliate regarding SAP Pioneer Software; or
 - (ii) specified in the Order Form.

Annex 1 – List of Pioneer Expert Services

- 1 Technical Readiness Check**
- 2 Performance Optimization**
- 3 SAP HANA Optimization**
- 4 Interface Management**
- 5 Go-Live Support**
- 6 Advanced Sizing**
- 7 Data Volume Management (set)**
 - (i) DVM Assessment
 - (ii) DVM IT planning
 - (iii) DVM Strategy implementation
 - (iv) DVM Data Pyramid PoC
 - (v) GDPR @FSI Service

Services available for the Finance product portfolio only:

- 8 Upgrade Support services (set)**
 - (i) Upgrade Planning Workshop
 - (ii) FPSL Technical Upgrade
 - (iii) Regression Test Automation
 - (iv) Performance & Health Check
 - (v) Go-Live Support
- 9 Regression Test Service (qmate)**
- 10 Authorization Concept Workshop**

Annex 2 – Definitions

Capitalized terms referred to but not defined herein shall have the meaning as described in the Agreement.

“Normal Business Hours” means an eight (8) hour period between 6:00 am and 8:00 pm, Monday thru Friday, excluding public holidays (including regional holidays) observed at SAP Pioneer’s registered office and 24 December and 31 December, unless otherwise agreed to in writing by the parties.

Annex 3

Change Request Template

This Change Request No. **xx** ("Change Request") is being executed between **[SAP Pioneer Entity]** and **[Customer Entity]** that are parties to the **[Name of the Agreement/Order Form No. XX]** dated **[Effective Date of the Agreement/Order Form]** in accordance with the Change Request Procedures specified under section **[Section reference]** of the **[SaaS/Services Terms/MSA/PSA/other framework as applicable]**.

1. Master Data

Effective Date	xxxx
Change Request Number	xxxx
Order Form Number	xxxx
Submitting party	xxxx
Submission date	xxxx
Affects Document/Services/Deliverables	Scope Yes/No
Extended Term	Yes/No
Changes in Fees	Yes/No

2. Planned Changes

Term extension: The **Order Form/Agreement MSA/PSA/other framework as applicable]** is hereby extended for a period of **xx months/years** from **_____** till **_____**.

Change in Contracted Value: **[Please specify the changes in the Contracted Value by Pillar, if needed.]**

Change of contracted days for the FEL: **[Please provide the** updated table which replaces the table in section 2.2 of the Order Form]

The following table will replace the table as specified in section 2.2 (Pioneer Engagement Lead – Pillar I) of the Order Form:

	DD.MM.YYYY – DD.MM.YYYY	DD.MM.YYYY – DD.MM.YYYY	DD.MM.YYYY – DD.MM.YYYY	Total
Pioneer Engagement Lead	xx days	xx days	xx days	xx days

Benefits/Impact of the Change Request: **[Please outline the benefits/impact of this Change Request]**

3. Price and payment

The additional Fees associated with this Change Request shall be **xxx** (net). The payment and invoicing procedures outlined in **[Section Reference to the payments section]** of **[PS/SaaS Terms /MSA/PSA/other framework as applicable]** shall apply to the payment of Fees under this Change Request.

[IF APPLICABLE: Fee breakdowns/fee tables can be inserted in this section]

4. Decision

The Change Request is **accepted/rejected**.

[Signature section follows in the next page]

[Full Name of SAP Pioneer Entity]

[Full Name of Customer Entity]

Signature:

Signature:

Name:

Title:

Date:

Name:

Title:

Date:

Signature:

Signature:

Name:

Title:

Date:

Name:

Title:

Date:

Annex 4

Fixed Package Delivery Note

This Delivery Note No. **xx** ("**Delivery Note**") is being executed between **[SAP Pioneer Entity]** and **[Customer Entity]** that are parties to the Technical Safeguarding (F360 Support Services) Order Form **[No. XX]** dated **[Effective Date of the Agreement/Order Form]** ("**Order Form**") in accordance with the provisions specified under section 1.2 (Pioneer Expert Services / Fixed Packages for Technical Safeguarding – Pillar II) of this Order Form.

The parties agree on the delivery of the following Pioneer Expert Services / Fixed Packages for Technical Safeguarding against the Contracted Value of Pillar II as specified in the Order Form:

1. Master Data

Delivery Note No.	xxxx
Pioneer Expert Service to be delivered	xxxx
Fees for Pioneer Expert Service delivery	xxxx
Order Form Number	xxxx
Delivery method	Fixed price
Contracted Value of Pillars II <u>before</u> Pioneer Expert Service Execution	xxxx
Contracted Value of Pillars II <u>after</u> Pioneer Expert Service Execution	
Submission date	xxxx
Agreed delivery Period	FROM - TO

2. Scope of the Pioneer Expert Services

3. Out of Scope of the Pioneer Expert Services

4. Customer's Duties

5. Other Assumptions

Deliverables#	Name	Short description	Responsible	Expected Due date

A Deliverable is considered completed when presented and provided to the Customer.

[Signature section follows in the next page]

[Full Name of SAP Pioneer Entity]

[Full Name of Customer Entity]

Signature:

Signature:

Name:

Title:

Date:

Name:

Title:

Date:

Signature:

Signature:

Name:

Title:

Date:

Name:

Title:

Date:
