



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.12.

4/23/2024

Subject:

Approval, re: Approval of Order Form for SAP S/4HANA Cloud Services, Private Edition and Order Form for SAP S/4HANA Migration Project.

Fiscal Impact:

SAP S/4HANA Cloud Services, private edition licenses (Order Form 3062672147)

FY24: \$999,672.45 (\$1,123,997.28 - April Signing Credit \$124,325.83): funding is available.

FY25: \$976,062.90 (\$1,100,387.83 - April Signing Credit \$124,325.83): funding is available.

FY26: \$1,100,387.83

FY27: \$1,100,387.83

FY28: \$1,100,387.83

SAP S/4HANA Migration Project (Order Form 305182982)

FY24 and FY25: \$2,748,791.01 (\$2,668,791.01 plus ~\$80,000 travel): funding is available.

Dept/Office:

Information Technology

Requested Action:

It is requested the Board of County Commissioners: (1) Approve SAP Order Form No. 3062672147 for the SAP S/4HANA Cloud Services, private edition; and (2) Approve SAP Order Form No. 305182982 for ECC to S/4 Conversion and Employee Central Cloud Implementation; and (3) Authorize the County Manager to execute the Order Forms, any subsequent related Order Forms, Agreements, Task Orders, Change Orders, Modifications, and Amendments. (4) Authorize the County Manager to establish the necessary budget to implement this required SAP upgrade and implementation.

Summary Explanation and Background:

The County has used SAP as their Enterprise Resource Planning (ERP) software since 1999. It is, without question, the County's most important and critical application as most County financial transactions are processed through SAP, including payroll. Also, many County and Department specific applications tie into SAP to either retrieve or deposit data.

A significant upgrade to SAP was required in 2006 and completed. Another upgrade was recommended in 2013 and as a result of the pending expenses, alternatives to SAP were researched in 2012, in which all stakeholders including County staff and several constitutional offices were actively involved. Potential alternatives that were reviewed included Oracle, Workday, Lawson, Infor, SunGuard, and New World Systems. New World Systems was seriously considered but as details and negotiations continued, the option to change to a new application was abandoned and the 2013 SAP upgrade was implemented.

Another SAP upgrade is underway as the current version will become obsolete and unsupported in 2027. In 2019, the Board approved the initial backend database upgrade, which has been completed successfully and had little, if no, impact on the end user. The next step in this upgrade is much more significant and will change the end user experience considerably and is expected to be much more user friendly. The upgrade adds seamless connectivity to Human Resources' Success Factors application and adds Employee Central, which is a new HR module. The upgrade also moves the application from County hardware to the SAP cloud. This cloud move allows the elimination of extremely high-performance enterprise hardware owned by the County, which is due for replacement, and also adds built-in, and more reliable, Disaster Preparedness for our most critical application, which was identified as a recommendation in a current security audit.

The SAP Order Form 3062672147 for the Cloud Services is the final step of the multi-year process of migrating the legacy SAP ECC 6.0 version to the new SAP S/4 HANA version. The SAP Order Form 305182982 will allow SAP to perform the migration and implementation services.

The attached SAP Order Form No. 3062672147 and 305182982 have been reviewed by the County Attorney's Office, Risk Management, and Purchasing Services. Also attached is a copy of the existing SAP Professional Services Agreement.

Clerk to the Board Instructions:

If approved by the Board, please send Board Memo and executed SAP Order Forms to the Information Technology Department.



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

April 24, 2024

M E M O R A N D U M

TO: Jeff McKnight, Information Technology Director

RE: Item F.12., Approval for Approval of Order Form for SAP S/4HANA Cloud Services, Private Edition and Order Form for SAP S/4HANA Migration Project

The Board of County Commissioners, in regular session on April 23, 2024, approved SAP Order Form No. 3062672147 for the SAP S/4HANA Cloud Services, private edition; approved SAP Order Form No. 305182982 for ECC to S/4 Conversion and Employee Central Cloud Implementation; authorized the County Manager to execute the Order Forms, any subsequent related Order Forms, Agreements, Task Orders, Change Orders, Modifications, and Amendments; and authorized the County Manager to establish the necessary budget to implement this required SAP upgrade and implementation. Enclosed are copies of the signed SAP Order Forms.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell
Kimberly Powell, Clerk to the Board

/sm

Encls. (3)

cc: Finance
Budget



Order Form No. 305182982 ("Order Form")
CMS 3062709126
effective June 3, 2024 ("Effective Date")

between

SAP Public Services, Inc.
3999 West Chester Pike
Newtown Square, PA 19073
(hereinafter "SAP")

and

Brevard County
2725 Judge Fran Jamieson Way
Viera, FL 32940
(hereinafter "Customer")

Contact Person SAP John Hellmuth	Email: j.hellmuth@sap.com Telephone: 630-209-1515
Contact Person Customer Lois Boisseau	Email: lois.boisseau@brevardfl.gov Telephone: 321-537-6758

SAP and Customer agree that this Order Form is a binding agreement for Services governed by the Professional Services Agreement as entered into between SAP and Customer with effective date November 23, 1998, as amended in Amendment 1.5, dated October 24, 2023. Together this Order Form, the PSA, Amendment 1.5 to the PSA, and, to the extent the Services involve the processing of personal data, the Personal Data Processing Agreement for SAP Support and Professional Services ("DPA") made available on <http://sap.com/agreement-services-support-professional-services-dpa> form the Agreement. In the event of any inconsistencies between the PSA and any documents referred to therein or attachments thereto, this Order Form shall prevail. Customer acknowledges it has had the opportunity to review the DPA prior to executing this Order Form. SAP recommends Customer prints copies of the DPA for Customer's own records.

Capitalized terms in this Order Form but not defined will have the meaning defined in the General Terms and Conditions or applicable Service Description.

1. **SAP Services.** The Services to be delivered to Customer under this Order Form consists of the services specified in the applicable Service Descriptions and/or the Scope Documents attached to this Order Form.

The following table provides a summary of the applicable Scope Documents and Service Descriptions for the Services to be delivered under this Order Form:

Scope Document (Exhibit)	Service Description
Scope Document 1	ECC to S/4 Conversion
Scope Document 2	Employee Central Cloud Implementation

2. **Invoicing.**

SAP will mail invoices to the following Customer billing address:

Accounts Payable
Brevard County
2725 Judge Fran Jamieson Way
Viera, FL 32940

Unless otherwise stated herein, payment shall be made net thirty (30) days from the date of SAP's invoice.

SAP contact for invoice questions: John Hellmuth, j.hellmuth@sap.com, 630-209-1515

Customer contact for payment questions: Lois Boisseau, lois.boisseau@brevardfl.gov, 321-537-6758

3. **Fees and Payment Terms:**

Service Fees (excluding taxes, travel costs (costs of travel and overnight accommodation) and expenses under this Order Form, are:

3.1 Services Based on T&M

The Service Elements as specified in Scope Document 1 currently assigned and the associated Services Fees are as follows:

Service Element	Rate (hourly) in USD	Estimated # of hours	Total
Program Management	\$399.71	320	\$127,907.20
Project Management	\$345.02	1600	\$552,032.00
Project Management Support	\$252.45	160	\$40,392.00
Functional and Technical Lead Services	\$345.02	1560	\$538,231.20
Design Assist Services	\$252.45	576	\$145,411.20
Business Advisory and Expert Services	\$210.38	2224	\$467,885.12
Offshore Program Management	\$210.38	128	\$26,928.64
Offshore Project Management	\$90.46	1136	\$102,762.56
Offshore Project Management Support	\$73.63	56	\$4,123.28
Offshore Cloud Lead Services	\$73.63	568	\$41,821.84
Offshore Execution Services	\$73.63	6304	\$464,163.52

The estimated Services Fees for the Scope Document 1 are **USD \$2,511,658.56** excluding travel and expenses. This estimate is for Customer's budgetary and SAP's resource scheduling purposes only and is non-binding. The estimate is based on the information provided by Customer to SAP and SAP's understanding of the Project scope, based on Customer information. The estimated fees, timeline and scope may be subject to change and the total actual amount of Services provided will be invoiced based on time (in hours if applicable) and material. Services Fees shall be payable monthly in arrears and payment is due in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, et seq. upon receipt of SAP's invoice.

SAP reserves the right to change the rates to SAP's then current rates with thirty (30) days' notice. Any increased rate(s) shall not exceed the prior rate(s) plus an adjustment made for increases in the consumer price index plus 3%. CPI as used herein means U.S. Consumer Price Index for all Urban Consumers, U.S. City Average - All Items 1982-1984 = 100 Base for the applicable twelve (12) month period as published by the Bureau of Labor Statistics. Prior to any changes to the rates, SAP shall provide written notification to the Customer outlining the proposed changes.

3.2 Services Based on Fixed Price

The Services Fees, including travel and expenses, provided by SAP for the Services as set forth in Scope Document 1 are at the fixed price of **USD \$157,132.45** for the following payment schedule.

Service Description	Invoice Date	Amount in \$USD
Platform Execution Service	June 3, 2024	\$157,132.45

3.3 Total Estimated Services Fees

The total estimated Services fees for the Time and Materials and Fixed Price elements of the Services are **USD \$2,668,791.01** excluding travel costs.

The Services will be provided between the Expected Start Date: June 3, 2024 and the Expected End Date: March 28, 2025.

The Expected Start Date and Expected End Date are estimated dates only. This Order Form will remain in effect until the Services agreed have been concluded unless otherwise agreed between the parties in writing.



The daily rate is based on eight hours of work daily. Overtime is compensated on a proportional basis. In general, SAP calculates time-and-a-half for deployments in Florida on weekends and holidays (public holidays in the state of FL or at the project location where works and services are being provided), as well as for night shifts (8:00 p.m. to 8:00 a.m.). SAP also calculates a minimum of four working hours per day for deployments.

4. **Service Location.** The primary location for the Services provided hereunder is identified by Customer as: 2725 Judge Fran Jamieson Way, Viera, FL 32940 ("Service Location"). Customer agrees and understands that the calculation of Taxes may be affected by the Service Location.

Fees and other charges described in this Order Form do not include federal, state or local sales, foreign withholding, use, property, excise, service, or similar transaction taxes ("Tax(es)") now or hereafter levied, all of which shall be for Customer's account. With respect to state/local sales tax, direct pay permits or valid tax-exempt certificates must be provided to SAP at the execution of this Order Form. If SAP is required to pay taxes on behalf of the Customer that Customer is not exempt from by law, Customer shall reimburse SAP for such amounts. Customer hereby agrees to indemnify SAP for any taxes and related costs, interest and penalties incurred by SAP on behalf of the Customer which are legally owed by the Customer. Customer also agrees to pay SAP for additional personal income tax amounts, if any, created by the taxability of Consultants reimbursed travel and living expenses resulting from long term assignments at Customer's locations. The Customer shall only be responsible for Taxes for which Customer is not exempt from by law.

5. **Legal and regulatory matters.** SAP will not provide any advisory services regarding any of Customer's compliance with tax, legal or other regulatory matters. SAP Services will be limited to technical assistance based on requirements as specified by Customer. Customer is solely responsible for determining and validating its compliance with tax, legal and other regulatory matters.

Additional Definitions: For purposes of this Order Form, the following terms shall have the following definitions: "Cloud Materials" means any materials related to SAP Cloud Services produced by or with SAP, which SAP shall own, pursuant to this Order Form.

6. **Term.** The term of this Order Form shall commence at the Effective Date and shall continue until all Services under this Order Form are completed or terminated ("Term").
7. **Validity of Offer.** The validity of this offer will expire on May 31, 2024 unless sooner executed by Customer and SAP, or extended in writing by SAP.

Accepted by:
SAP Public Services, Inc.
(SAP)

By: _____

Printed Name: _____

Title: _____

Date: _____

Accepted by:
Brevard County
(Customer)

By: Frank Abbate

Printed Name: Frank Abbate

Title: County Manager

Date: 4/23/2024

Exhibit 1
to
Order Form 305182982
effective June 3, 2024 ("Effective Date")
Scope Document 1 – ECC to S/4 Conversion

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1. Project Overview

Customer is pursuing a S/4HANA 2023 Conversion for its SAP Enterprise Central Component (ECC) system into a new target S/4HANA 2023 (or latest) environment, hereinafter the project. SAP shall provide services to assist Customer with the project.

Customer has the following objectives from their Conversion to SAP S/4HANA:

- Leverage the functionalities that SAP S/4HANA offers.
- Seamless migration of their current enhancements on ERP to SAP S/4HANA.
- Smooth transition to SAP S/4HANA for End Users.
- Current S/4HANA Conversion proposed high level timeline is estimated for thirty-five (35) Weeks.
- FI-Public sector relevant activities are currently not part of estimates, requires a separate discovery session to identify the scope items.
- Custom Code Scope is managed by Brevard County and is not included in this estimate.
- Interface Adjustment Scope is managed by Brevard County and is not included in this estimate.

Scope

Source and Target Systems

Source and target systems are shown in the table below:

- S/4HANA Conversion at RISE PCE five (5) cycles (SBX, DEV, QAS, DRY and PRD)
- SAP Web Dispatcher Installation and configuration: Three (3) cycles (DEV, QAS and PRD)
- Cloud Connector Installation and configuration: two (2) cycles (Non-Prod and PRD)

Source System	Target System	Activity
SAP ERP 6.0 EHP8 on Linux (3.10.0-1160.76.1.el7.x86_64) and HDB(HANA 2.0) 1. Unicode 2. Compressed database size – 258 GB (estimated)	S/4HANA 2023 RISE PCE with embedded Fiori on SLES 15 and HANA 2.0 SP06 or Higher	Technical conversion from ERP to S/4HANA 2023.
Web Dispatcher	SAP Web Dispatcher (latest available)	New installation and configuration
Cloud Connector	Latest CC version	New installation and configuration

SAP's services for this project are listed below:

Technical analysis

Before the commencement of the conversion project, SAP will carry out detailed technical assessment to finalize the scope of the project and confirm if changes are needed through a change request.

Platform Scope

- S/4HANA 2023 conversion with embedded Fiori at on-premise for SBX, DEV, QAS, DRY and PRD cycles
- Web Dispatcher installation and configuration for four DEV, QAS and PRD cycles
- Cloud Connector Installation and configuration: two (2) cycles (Non-Prod and PRD)
- Scope validation, cutover planning, and project planning activities
- Platform support to Customer Testing period as per project plan
- Platform support during Post Go Live period as per project plan
- Technical support to Development, Functional, Fiori and Security tracks during pre-conversion, conversion, and post conversion activities

Security Scope

- Identify the roles affected by conversion and Security post conversion processing in Sandbox.
- Considering up to 50 master roles adjustments during system conversion to S/4HANA.
- Role matrix for the Fiori Role with apps and Catalogs.
- Design of 15 Fiori roles.
- Mapping Fiori roles to back-end roles.

- Security pre-go-live check to ensure consistency.
- Note: Missing Authorization values must be provided by Customer for the roles effected by conversion

SSO Scope

- Single sign-on for S/4 HANA Fiori is considered for three system landscape DEV, QA and Production using SAML 2.0.
- Single sign-on for S/4 HANA GUI is considered for three system landscapes DEV, QA, and Production using Kerberos.
- Only support for SIT and UAT.

Fiori Scope

- Scoping workshop will be done to help optimize project delivery and minimize risk for the Licensee. SAP will execute a detailed prerequisite check for all SAP Fiori apps during joint discovery and scope validation workshop.
- The scope is limited to 200 standard Fiori apps. 25 Catalogs, 25 Groups or (Pages and Spaces) creation supported. The Apps will be identified during Scoping workshop.
- Configuration of Standard My Inbox Application
- Set up Fiori Launchpad and Launchpad Designer
- Activation and configuration of standard Fiori applications and OData Services in a 4-system landscape (SBX, Dev/ QA/PRD)
- Enterprise search configuration.

HCM Scope

- Validation of the configuration after upgrade
- Baseline scope-
 - Company Code – up to five (5)
 - Number of Cycles (of Executions) up to five (5)
 - Number of Countries in which Solution is used up to one (1)
 - HR Simplification Items, up to ten (10)
 - Account Group (Specific to HR Customer and Supplier), up to two (2)
 - Number of Employee Customer/Supplier Data Records, up to twenty thousand (20000)
 - Personnel Administration Infotypes validation
 - Validation of Baseline configurations – Enterprise/personnel structure
 - Configuration of Employee Business Partner
 - Validation of CVI Conversion for Employee Vendor
 - Synchronization of employee business Partner.
- Add-on scope:
 - Functional testing support of Fiori Apps, up to three (3)
 - Time and Payroll Functional Validation Support
 - Business Switch Activation H4S4_1 Assessment

Functional – CVI

- Analyze the current state of the customer and vendor setup in the existing customer system which includes:
 - Current configuration for vendor and customer account groups
 - **Custom fields** related to customer and vendor master objects will be analyzed in the workshops and impacts to the estimate will be performed separately estimated
 - Existing number ranges of Vendors and Customers for defining BP number ranges
- Design and documentation of customer-vendor integration to business partner
 - Business partner groups, roles, authorization objects and number ranges
 - Mapping of business partners to customer/vendor account groups
- Functional configuration of Customer/Vendor Integration in the existing SAP ECC system during pre-conversion
- Master data conversion for customers and vendors to business partners on each system (scope limited to sandbox, development, quality assurance and production systems)
- Functional configuration of Customer/Vendor Integration in the S/4HANA system during post-conversion
- Unit testing for CVI scenarios (limited to SAP standard scenarios)
- Support for system integration testing and user acceptance testing
- Go-live support

Functional – Logistics

- Solution validation / Explore workshop with the business team during pre-conversion to define the following:
 - Analyze the relevance of simplification items check
 - Review errors from SI check and build an action plan to resolve the errors
 - Workshop with the customer business team to review relevant simplification items, configuration changes and migration activities
- Mandatory activities related to relevant (scoped) logistics simplification items during pre-conversion:
 - Resolution of errors from simplification item check
 - Execution of migration reports for simplification items related to master data and generic checks
 - Evaluation of goods movement posting lock strategy and performing required configurations
- Follow-on mandatory functional activities during post conversion:
 - Validation of pricing conditions migration
- Unit testing limited to SAP standard scenarios for relevant business areas
- Solution validation workshop
- Support for system integration testing and user acceptance testing
- Go-live support

Functional – Finance

- Solution validation / Explore workshop with the business team during pre-conversion to define the following:
 - Analyze the relevance from simplification items check
 - Review errors from SI check and build action plan to resolve errors
 - Workshop with customer business team to review relevant simplification items, configurations changes and migration activities
 - Resolution of mandatory errors of simplification item check
 - Update customization for the resolved issues during conversion
 - Follow-on mandatory functional activities during post conversion:
 - Customizing of General Ledger, Controlling, Material Ledger, Asset Accounting and Profitability Analysis according to SAP S/4HANA mandatory requirements
 - New Asset Accounting activation and data transformation using conversion cockpit
 - Basic Material Ledger activation as a prerequisite for the SAP S/4HANA Conversion. Migration of Material valuation data into the Material Ledger
 - Bank Account Management (Basic) customizing, necessary for SAP S/4HANA conversion as part of the Basic Cash Management. Conversion of house bank accounts.
 - Unit testing limited to SAP standard scenarios for relevant business areas
 - Solution Validation workshop
 - Support for system integration testing and user acceptance testing
 - Go-live support
- Note: As clarified by Customer, the BCS solution is already active in ECC. No pre-project for FBS migration is required.

2. Methodology

The project will follow the applicable parts of the SAP Activate methodology, which is comprised of the following phases:

- **Prepare:** There will be a two-week detailed assessment based on the latest readiness check reports. Assessment of custom code and interfaces will need to be carried out by the customer. The Services are formally initiated and the schedule, project plans and resources are agreed. The SAP development environment is created.
- **Explore:** Workshops are conducted to design how the software will be configured and to confirm the scope. This includes identifying, specifying, and providing any necessary change orders for delta scope based on Customer's requirements.
- **Realize:** The Customer-specific configuration is performed, and any additional mutually agreed in writing delta scope is delivered. The test approach and any knowledge transfer are executed. Customer user acceptance testing is completed.
- **Deploy:** Final checks are made before the cutover to Production environment. End users are trained. Ongoing support is put in place by the Customer and the services are closed.

The SAP Activate methodology provides pre-built implementation content, accelerators, tools, and SAP project management practices that can be used to help the implementation.

More information on the SAP Activate Methodology and the accelerators can be obtained on the SAP Support Portal.

After the project Preparation Phase, the team will execute multiple upgrades as described below:

- **Cycle 1** – Sandbox system
- **Cycle 2** – Development system
- **Cycle 3** – Quality system
- **Cycle 4** – Dry run System
- **Cycle 5** – Production cutover and go-live
- Hyper-care Support

3. Approach and RACI

Tools

SAP's Software Update Manager (SUM) tools will be used to assist with the scope and steps outlined in section 1.

For any tools listed above that require a license, it is assumed that the Customer will appropriately license the tool prior to the Start Date shown in the Order Form.

RACI

Customer acknowledges and agrees that failure on the part of Customer to meet or fulfil any of the specified Customer responsibilities or requirements in this document might result in a delay in the project and/or a Change Request for additional SAP resources, an increase in fees, and/or a change in the schedule.

SAP and Customer agree to the following responsibility matrix of activities per phase.

Responsible (R): Charged with performing the activities. A mutually agreed project plan may define further details at the work unit level.

Accountable (A): Has approval authority. Provides guidance and strategic direction in the execution of a task through delegation to the 'Responsible' person; may contribute but does not necessarily execute the task. The Customer has overall accountability for its project and all the activities identified below hence, Accountable (A) does not appear for the activities below:

Consulted (C): Provides input on how to perform the activity and supports the execution of the activity.

Informed (I): Provided with information.

The parties acknowledge that the Customer may engage third parties to perform or support certain of the tasks and activities. For RACI purposes any work to be conducted by Customer third parties is considered a customer responsibility as indicated with an "R" in the RACI table.

For additional clarification overall workstream responsibilities are provided in the table below:

Workstream	Responsibility
Technical conversion of ECC to S4HANA	SAP
Testing	Customer
Organizational Change Management (OCM)	Customer
End User Training	Customer
Cutover	Joint
Go-Live Support (Hypercare)	Joint. SAP effort limited as per assumptions and timeline.

Tasks / Activities	SAP	Customer
Program and Project Management Tasks		
Provide Customer with the list of pre-requisites	R	I
Provide list of remote connectivity requirements	R	I
Enable remote connectivity for SAP team and provide required details as mentioned in the pre-requisites	C	R

Tasks / Activities	SAP	Customer
Identify Customer resources for the project team	I	R
Prepare the kick-off workshop presentation and an agreed kick-off workshop schedule	R	C
Define project objectives, project success criteria, and communicate to all the members of the project team	C	R
Prepare project schedule, assign tasks, and end dates to the project team members, maintain and update relevant project management documents periodically, e.g., project plans, risk and issue logs and status reports.	R	C
Prepare detailed infrastructure readiness plan based on the finalized project schedule	C	R
Ensure that Customer resources are available for <ul style="list-style-type: none"> Execution phase kick off workshop to discuss and agree on <ul style="list-style-type: none"> System soft and hard freeze strategy Issue resolution priority and classification Roll back System availability plan Testing strategy Testing Any decision making / sign offs (as needed) 	I	R
System administrative tasks		
Perform and manage system administration tasks (e.g., providing system access to the project team members through CSS with necessary user rights to access the necessary Customer systems on a continuous basis, creating system copies, software installation including front-end software's installation/migration for Source Landscape. (e.g., SAPGUI/SAPLOGON), storage management, etc.)	I	R
Perform and manage system administration tasks (e.g., providing system access to the project team members through CSS with necessary user rights to access the necessary Customer systems on a continuous basis, creating system copies, software installation including front-end software's installation/migration for Target Landscape. (e.g., SAPGUI/SAPLOGON), storage management, etc.)	I	R
Set up disaster recovery systems and other activities related to high availability or clustering for Source Landscape.	I	R
Set up disaster recovery systems and other activities related to high availability or clustering for Target Landscape.	I	R
Maintain adequate backups, and in case of any issue / error during the project, execute restore activities within agreed timelines in the source landscape.	I	R
Maintain adequate backups, and in case of any issue / error during the project, execute restore activities within agreed timelines in the target landscape.	I	R
Set up of the infrastructure including procuring any additional and temporary hardware required as per the project plan Execute backup and recovery of Customer landscape as required during the project for the source landscape. Inform the SAP team, as and when there is a planned maintenance of operating system, application software both from SAP as well as non-SAP systems in the source System landscape.	I	R

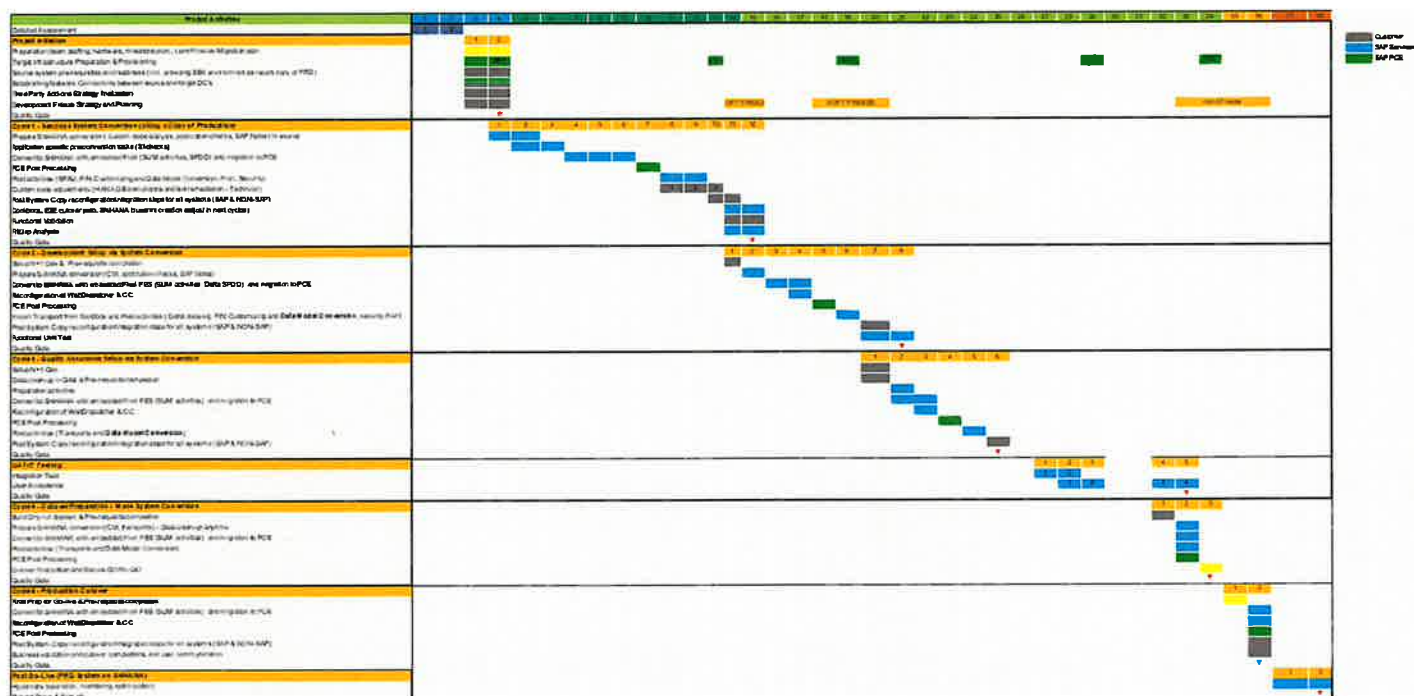
Tasks / Activities	SAP	Customer
Set up of the infrastructure including procuring any additional and temporary hardware required as per the project plan Execute backup and recovery of Customer landscape as required during the project for the target landscape. Inform the SAP team, as and when there is a planned maintenance of operating system, application software both from SAP as well as non-SAP systems in the target System landscape.	I	R
Upgrade infrastructure planning, provisioning, support and resolving technical queries for source landscape.	C	R
Upgrade infrastructure planning, provisioning, support and resolving technical queries for target landscape.	C	R
Ensure all efforts are made to provide access to all required systems on twenty-four (24) hours, seven (7) days per week basis except for planned maintenance window in source landscape.	I	R
Ensure all efforts are made to provide access to all required systems on twenty-four (24) hour, seven (7) days per week basis except for planned maintenance window in target landscape	I	R
Ensure that the warranty support for the source hardware, operating system, SAP software license and other software components running in the same SAP environment will remain active and valid during the entire period of the service in the source landscape.	I	R
Ensure that the warranty support for the source hardware, operating system, SAP software license and other software components running in the same SAP environment will remain active and valid during the entire period of the service in the target landscape.	I	R
Provide appropriate technical support to the SAP project team related to source systems (e.g., Solution Manager, ADS, content server, SSO, SSL)	C	R
Co-ordinate with hardware and operating system vendors and service providers to perform various steps required to manage the source infrastructure, application of patches to operating system, system breakdowns related to hardware, operating system	I	R
Installation and configuration of web dispatcher and cloud connector	R	C
Carry out relevant operating system installation and database version upgrade as per the project requirement	C	R
Installation/ upgrade of SAP LOGON of front-end software	I	R
Target hardware preparation	I	R
Performance tuning for custom code	I	R
S/4HANA Technical Conversion		
Carry out technical assessment to finalize the scope of conversion	R	C
Provide latest copy of production systems in Source Landscape	C	R
Provide latest copy of target systems	C	R
Technical conversion of S/4HANA system with embedded Fiori	R	C

Tasks / Activities	SAP	Customer
Carry out the post processing activities including integration and configurations	I	R
Certificate installation, configuration, required updates	I	R
Set up maintenance landscape and manage maintenance activities in the parallel landscape	I	R
SPDD / SPAU code remediation as defined in SAP scope	I	R
Customer Scope for SPDD / SPAU code remediation	I	R
Custom code adaptation as defined in SAP scope	I	R
Customer Scope for custom code adaptation	I	R
Retrofit all required changes performed in the parallel landscape to the target system	I	R
Coordinate with third party product vendors to check on the compatibility and update other connected systems as per the recommendations for interoperability with target version	C	R
Carry out Interfaces Adjustment	I	R
Conduct functional workshops to discuss the simplification items checklist	R	C
Prepare plan to address mandatory and optional items as per the simplification items list	R	C
Approve the plan to address mandatory and optional items as per the simplification items checklist	C	R
Make necessary configuration changes as per the changes agreed during the fit gap work	R	C
Address required error items as per SAP S/4HANA 2023 Readiness Check report	R	C
Carry out detailed testing including regression testing, integration, and user acceptance testing	C	R
Plan and finalize code freeze, configuration changes, dual maintenance strategy, transport strategy during the project	C	R
Technical Conversion System turn-over document	R	I
Security and Role adjustments		
Grant necessary access rights to SAP security consultants for project user creation	C	R
Create required user profiles and provide user access to the project team	C	R
Adjust the roles as per the defined scope	R	C
Perform periodic data maintenance such as transaction codes SU22 / SU24	I	R
Configure end users' devices, e.g., desktops, laptops	I	R
Single sign on for S/4 HANA Fiori for three system landscape DEV, QA and Production using SAML 2.0.	R	C
Single sign-on for S/4 HANA GUI is considered for three system landscape DEV, QA and Production using Kerberos	R	C
Testing		
Develop test strategy	C	R
Prepare test scripts relevant to unit testing, system integration testing and user acceptance testing	I	R
Record and manage all the issues reported during the testing and assign issues to the relevant teams for resolution	C	R
Manage and update defect log on an agreed periodic basis	C	R
Carry out validation to check the data accuracy and errors after each test cycle	C	R
Manage user acceptance testing	C	R
Execute performance testing	C	R
Establish triage process to identify testing defects	R	C
Identify required support members to address the issues during SPAU, SPDD, Custom Code Remediation, and Interface Adjustments.	I	R

Tasks / Activities	SAP	Customer
Address data defects attributed to S/4HANA technical conversion	R	C
Address other issues that are not related S/4HANA technical conversion	I	R
Functional Configuration		
Make necessary changes to the configuration required as per the mandatory simplification items list	R	C
Implement and new Functionality in S4 HANA and perform other necessary activities	I	R
Execute the thirteen (13) minimum suggested standard finance reports pre and post migration to reconcile and accept the finance migration	I	R
OCM		
Organizational change management activities, training, and knowledge transition activities. Organizational change management includes but is not limited to the following: communication plan, organizational transition plan, business readiness for go live, design and rollout of end-user training, coordination with remote sites, and project communication to the company	I	R

4. Timeline

The timeline below provides a high-level timeline for the project including phases, project phases, test phases, project milestones, and go-live milestone:



Estimated Schedule for Phase	Estimated Duration (Weeks)
Prepare	4 weeks
Explore	10 weeks
Realize	20 weeks
Deploy	2 weeks
Run	2 weeks

5. Project Organization

SAP Team

SAP team is structured per the table below and will be based out of different locations:

- Onsite – At Customer location
- Remote– Outside of Customer location
-

SAP Team	Description	Level of Involvement
SAP Delivery Executive	Responsible for the coordinated delivery of SAP consulting services and solution components spanning the engagement lifecycle	Single resource. Part time. Onsite and Remote.
SAP Project Manager	Responsible for the management of the project, focusing on project plan, activities, and budget specific to SAP activities. Define and coordinate a process for identifying and managing SAP tasks, gaps, issues.	Single resource. Full time. Onsite and Remote.

SAP Team	Description	Level of Involvement
	and risks, and advise on assignment of priority of items.	
Offshore Project Manager	Responsible for managing the day-to-day activities of the SAP migration team.	Single resource. Part time. Remote.
S/4HANA Technical Architect	Responsible for providing technical guidance for S/4HANA conversion tool to convert existing ECC to S/4HANA	Single resource. Part time. Onsite and Remote.
S4 HANA Functional Architect (Finance)	Responsible for providing Functional guidance for S/4HANA conversion tool to convert existing ECC to S/4HANA	Single resource. Part time, Onsite and Remote
Security consultant	Responsible to carry out necessary Security remediations	Single resource. Part time. Remote.
Functional consultants (S4HANA)	Responsible for configurations as required by mandatory simplification items, carry out unit testing and support Customer in the user acceptance testing.	Multiple resources. Part time. Remote.
Custom code remediation	Responsible to remediate existing code in line with S/4HANA requirement	Multiple resources. Part time. Remote.
Fiori consultants	Responsible to carry out the discussions to identify critical Fiori apps to be deployed and configure the same.	Multiple resources. Part time. Remote.

Customer Team

Customer Resources

The Customer project team will include the following roles:

Customer Team	Description	Level of Involvement
Project Sponsor	Ultimate decision maker on scope, priorities, budget, and changes. Active advocate for the project with stakeholders.	Single resource. As needed.
Project Manager	Management of resources, resolving issues, and decision-making process through the steering committee.	Single resource. Full-time. Onsite.
Business Process Manager (Decision Maker)	Responsible for business processes, approves the solution and is the liaison between the project and the business.	Multiple resources. Part-time. Onsite.
Business Subject Matter Experts	The subject matter expert represents the business and will be involved in issue resolution and data migration.	Multiple resources. Part-time. Onsite.
Test Lead	Plan and execute test events including identifying test team, coordinating development of test scripts, and managing each test event.	Single resource. Part to full time based on test events. Onsite.
Nominated End Users for testing and training	System end users that join the project to undertake testing and training.	Multiple resources. Part-time. Onsite.
IT Functional Lead, master data	Undertakes configuration alongside SAP consultants.	Multiple resources. Part-time. Onsite.
IT Development and Reporting	Undertakes to create development objects and reports.	Multiple resources. Part-time. Onsite.

Customer Team	Description	Level of Involvement
Cutover Lead	Leads development of the cutover plan, and execution of the production cutover.	Single resource. Part time. Onsite during cutover.
Basis, Security, Infrastructure team	Manage system hardware, networking, performance, system access, and SAP note application.	Multiple resources. Part time.
Custom Code team	Manage code remediation as needed in the S/4HANA conversion	Multiple resources. Part time.
Interfaces team	Manage interface adjustments as needed in the S/4HANA conversion	Multiple resources. Part time.

6. Governance

Customer and SAP agree that it is necessary to have a governance structure and processes in place to support the execution of the services. The governance structure and specific escalation procedures will be mutually agreed upon at the beginning of the project.

SAP will provide project management documents, including regularly updated project plans for each phase of the program and status reports on program progress, specific to SAP's activities. SAP and Customer will log and track respective issues and risks. SAP and Customer will be responsible for managing their respective issues and risks.

The following governance meetings will be put in place by SAP and Customer to support project governance:

Meeting	Frequency	SAP Attendees	Customer Attendees
Stand-up Meeting	Daily (project task status, blockers)	SAP Team Leads SAP Project Manager Solution Architect	Customer Team Leads Customer Project Manager
Progress / Status Meeting	Weekly	SAP Project Manager Solution Architect Team Leads as required / SAP Delivery Executive	Customer Project Manager Business Process Managers
Issues / Risk Meeting (via Project Steering Committee)	Bi-Monthly or Weekly (depending on circumstances)	SAP Project Manager / SAP Service Delivery Executive	Customer Project Manager
Executive Steering Committee	Monthly	SAP Executives SAP Delivery Executive SAP Project Manager	Customer Executives Customer Project Manager
Change Control Board Meeting (via Project Steering Committee)	Bi-Monthly or Weekly (depending on circumstances)	SAP Delivery Executive SAP Project Manager	Customer Project Sponsor Customer Project Manager

The Customer will appoint a project sponsor who will act as the decision maker on scope, priorities, budget, and changes.

SAP will appoint a Delivery Executive that will act as an executive sponsor who will provide input and guidance to the program.

The PMO will have shared responsibility and participation by SAP and Customer. The Customer will be responsible for bringing to the project an understanding and the ability to navigate the Customer environment (business and cultural) critical in the structuring and administering of the PMO.

Project governance will require the establishment of a formal structure including a Steering Committee, a PMO and a structured project team. Below is the draft governance structure for this project. Individuals will be confirmed before the project start-date.

The governance structure is predicated on the following:

- All defined governance meetings shall have a pre-defined formal agenda and minutes must be recorded after each meeting. The party who is running or organizing that meeting shall be responsible for creating a formal agenda and recording and later distributing the minutes of the meeting.
- The intent of the governance structure is to provide: (a) visibility of project progress (b) interaction between the parties to address issues; and (c) visibility of any elements of the project which may impact either party's ability to perform its duties.
- The governance structure is intended to facilitate close working relationships between SAP and Customer and may involve any third parties of SAP or Customer whose actions affect SAP ability to perform the Services.
- The relationship will be maintained at a peer-to-peer level between Customer and SAP via scheduled and structured meetings and informal communication.
- Day-to-day issues shall be addressed by regular interactions between relevant individuals within each work stream and work stream managers with escalation to the PMO. Governance meetings shall focus on reviewing overall progress against objectives, managing escalated risks, and resolving escalated issues.
- The nominated representatives from Customer and SAP may appoint or delegate a substitute who will have the authority to act on their behalf.
- Members of each governance body, and all attendees of governance meetings, whether scheduled or ad hoc, should be of appropriate seniority and with appropriate levels of empowerment to take necessary decisions and actions.
- Project documentation platform needs to be finalized between Customer and SAP

Escalation and Issue Management

If any issues are not addressed by the responsible team, the Customer and SAP shall be entitled to escalate such issue in accordance with the table below:

Governance Tier Level	SAP Representative	Customer Representative	Time goal for each level to address the dispute before escalation to next level.
4	SAP Workstream Lead	Customer Business Process Lead	One (1) Business Day
3	SAP Project Manager	Customer Project Manager	Two (2) Business Days
2	SAP Delivery Executive	Customer Project Sponsor	Three (3) Business Days
1	SAP South Regional VP [Executive Sponsor]	Customer CIO [Executive Sponsor]	Five (5) Business Days

The Customer and SAP project managers will be jointly responsible for establishing and maintaining a log of all Change Requests, both rejected and executed Change Requests.

Tasks

Phase	Activity	Output
Prepare	Kick-off material Prerequisite evaluation report Installation Confirmation Project plan	SAP delivers a kick-off workshop SAP will deliver the evaluation report which will define how the project will be executed without disruption to the current SAP implementation. SAP informs Customer of the installation checks completed by SAP Project plan consolidated with SAP and Customer inputs, developed jointly between SAP and Customer

Phase	Activity	Output
Explore	Project plan Converted Sandbox system	Project plan consolidated with SAP and Customer inputs, developed jointly between SAP and Customer Sandbox system converted to S/4HANA, and in-scope custom objects remediated Sandbox System turnover document
Explore	Functional Design Document	Documents detailing the functional design for the WRICEFs agreed in Section 2.6 Custom Fiori Apps Scope.
Realize	Converted development system	The development system converted to S/4HANA, and in-scope custom objects remediated, and custom Fiori scope developed. Development System turnover document
Realize	Converted quality and dryrun system	Quality and Dryrun system converted to S/4HANA, and in-scope custom objects remediated Quality System turnover document
Deploy	Converted production system	Production system converted to S/4HANA, and in-scope custom objects remediated Production System turnover document

7. Acceptance Criteria

SAP Deliverables shall be deemed accepted when reviewed and approved by the Customer. During the prepare phase of the project the Customer and SAP will mutually agree upon timelines for reviews and approvals.

8. Change Control

Substantive or major changes that affect the scope or cost (by material reduction or addition), SAP resources, content, methods, task, or schedule, shall be addressed in a written Change Order Request Procedure and Form attached as Exhibit 2 (for either reduction or addition) to this contract SAP shall not commence work on any such change unless and until the change has been agreed to in writing by both parties.

9. Pre-requisites

Technical Pre-requisites

The system to be converted requires the following pre-requisites for a System Conversion for S/4HANA 2023 RISE PCE according to Software Update Manager (hereafter "SUM") central note. Please check the relevant SAP note for the latest SUM support package available and comply with mentioned pre-requisites mentioned.

Customer to complete and confirm that the following pre-requisites are fulfilled prior to the start of the Services.

- Minimum source release and support package levels required for a single step S/4HANA System Conversion as per SAP S/4HANA release information note and SAP S/4HANA release restriction note.
- Source landscape is ABAP stack only. Dual stacks – ABAP+JAVA (if any) should be split
- operating system version of SAP application instances should be supported for planned SAP S/4HANA version as per the SAP product availability matrix ("PAM") (available at <http://support.sap.com/pam>)
- The feasibility of the system conversion, definition of an adequate approach and timeline for the transition project should be confirmed and identified pre-requisites have to be fulfilled. This can be done by performing readiness check for SAP S/4HANA and a planning workshop from SAP (not included in this scope of Services).
- Source system should be on Unicode
- SAP HANA database requirements (revision, hardware), compatible with the planned SAP S/4HANA release and feature package stack, must be fulfilled.

- Source system should fulfil the requirements of Database Migration Option (hereafter “DMO”) of SUM which will be used in cases where the source system database is not on SAP HANA. Please refer to the latest Database Migration Option (“DMO”) of SUM note and comply with pre-requisites mentioned.
- SAP maintenance planner configured for Customer’s SAP Solution Manager system for stack file creation
- SAP HANA hardware infrastructure properly set up and configured for SAP HANA appliance or tailored data center installation (“TDCI”) or virtualized solution approach and the required key performance indicators (“KPI’s”) for operating an SAP system on SAP HANA and all operating system pre-requisites (versions, packages, settings) for SAP HANA are to be in place. Please refer to relevant SAP notes for details.
- All other pre-requisites mentioned in SAP notes in conjunction with your transition scenario.
- In addition,
 - for the system-related activity – non-productive conversion applies:
a System Conversion for SAP S/4HANA of a Sandbox System must be performed before the conversion of any Non-Productive System
 - for the system-related activity – dress rehearsal applies:
a System Conversion for SAP S/4HANA of a Sandbox System and the relevant Non-Productive Systems must be performed before the dress rehearsal
 - for the system-related activity – productive cut-over applies:
a System Conversion for SAP S/4HANA of a Sandbox System, the relevant Non-Productive Systems and the dress rehearsal must be performed before the conversion of the Production System.

Additional Customer specific pre-requisites may be identified during the explore phase.

Other Pre-requisites

- Customer to plan Backups strategies for target landscape environment
- Customer should provide access to source systems for performing the Conversion
- Customer will perform the post reconfiguration steps, interface scope adjustments.
- Detailed scope validation will be performed by SAP at discovery phase prior to start of the project
- Customer/Service Provider should provide and support with all required authorizations/access/passwords for performing the Conversion on Source Environments
- Customer should provide and support with all required authorizations/access/passwords for performing the Conversion on provided Target Environments
- Customer will build Sandbox and QAS systems using recent copy of Production systems
- Quality system will be refresh using latest production Database
- Hardware provisioning Readiness should be completed prior to the start of the Project with all the necessary patches/parameters etc.
- It is the customer's responsibility to fulfil all technical prerequisites prior to the start of the Project. The pre-requisite list will be shared during the project planning phase.
- Hardware sizing is performed for the target system prior to the start of the project activities and the required hardware sizes are achieved.
- To perform the test conversion, customer will provide the hardware that is approximately the similar configuration of the production system
- Customer to ensure a consistent, stable and fast SAP Remote connection / Service connection between source and target data center.
- Delta transports post development system migration needs to be replicated or imported by customer on the new landscape by customer.
- Temporary storage for Conversion on both Source and Target Environments
- SDBI_POOL_CHECK, SDBI_CLUSTER_CHECK and SDBI_CHECK_BCD_NUMBERS reports should be executed prior to start of the project
- Appropriate network connectivity (Multiprotocol Label Switching connection) between source and target systems will be arranged by the customer. The transfer of the export packages will take place through the network
- Any interfaces dependencies to third party products should be validated for compatibility reasons.
- Platform automation tool can be used for prerequisite checks
- Customer has to plan for their end-user trainings in advance and complete the same before UAT
- A NW7.52 system availability is required in the customer's landscape, in order to host the ATC scan using the check variant S4HANA_READINESS_2023.

Basis Pre-requisites

- Scope is defined as per the RC report provided by customer. There will be detailed assessment done before the start of conversion activity and any deviation from current RC will be considered under separate CR
- Customer to connect with Third-party vendor for the compatible add-ons version prior to start of the S/4HANA conversion.
- Incase if there are any add-ons which are not supported, then vendor to provide the uninstallation package and the same should be uninstalled prior to S/4HANA conversion
- There is no commitment on the downtime, downtime can only be estimated after multiple cycle
- Assumed N+1 system setup will be available on source for the conversion task

Customer Pre-requisites

- Customer must complete the service prerequisites, including:
 - System hardware provisioning
 - Source and Target system readiness
 - SBX Server (Copy of Production)
 - Remote Access to SAP system landscape with required authorizations
 - Download the required software, media list and patches
 - Meet the space requirement for media director

Customer Responsibilities include, but are not limited to:

- General:
 - Availability of SAP Software
 - Establish Internet connectivity and connectivity to SAP service marketplace
 - Provide S-User for SAP service marketplace with password
 - Communication Infrastructure to support teleconference, videoconference and chat
- System Administration:
 - Backup and Recovery
 - Setup users and authorizations
 - Setup printers
 - Transport configuration through CTS
- Infrastructure:
 - Provision and maintenance of the necessary hardware, software, tools and connectivity
- Resources include:
 - Project Manager / Single Point of Contact
 - Project sponsor
 - Technical resources including Basis, infrastructure, connectivity and ABAP
- Customer will be responsible for all technical, functional and business activities outside the scope of the migration service.
- Fulfilment of prerequisites for each of the systems that is part project landscape.
- Creation of the parallel maintenance landscape, in case required
- Ramp down and Ramp_up activities during the upgrade
- Backups during and after the migration
- Handling the Cluster/HA activities during the migration for Source landscape
- Handling the Cluster/HA activities during the migration for Target landscape
- Media Download
- Establishing the Connectivity between the maintenance landscape and connected systems
- Supporting the regular productive operations
- System copy activities
- Third party add-on media/license/key
- Storage Space requirements required for migration for source system
- Storage Space requirements required for migration for target system
- Planning Additional Servers requirements during the project
- Configuration of the Transports Routes.
- OS and Database related tasks including upgrades
- Confirm completion of pre-requisites
- Latest available versions of the functional simplification item check reports should be implemented, assessed and actioned upon for each system in scope

- Consistency check (report (/SDF/RC_START_CHECK) for all relevant simplification items should be executed, all action items (yellow warning messages and red error messages) have to be resolved until the re-run of the check shows no more errors.
- Any modification adjustments needed to conduct this System Conversion for SAP S/4HANA (SPDD/SPAU)
- Any necessary functional preparation activities such as customizing, resolution of inconsistencies, functional adjustments
- Any necessary functional activities identified during the technical conversion process
- Any necessary functional post conversion activities
- Sandbox should be created from a recent copy of Customer's Production System and the infrastructure for sandbox hardware, network and storage (both for source and target systems) should be ideally the same as that of production or similar to it.
- Execution of maintenance planner for stack file creation and downloading/provisioning of needed media for System conversion on sandbox host(s).

10. Assumptions

The following assumptions apply:

General Assumptions

- Project language and documentation will be in English
- Each person day comprises of 8 hours (9:00 am to 6:00 pm of the work location)
- SAP may use both internal SAP and external (Global partner / IOP) resources to deliver the project
- Owing to the long duration of the project, SAP may need to change the resource deployed on the project (under unavoidable circumstances). In such cases, SAP will arrange for appropriate knowledge transfer to the new resource and will endeavor to do the knowledge transfer in not more than 2 weeks. This knowledge transfer is planned remotely and no travel is envisaged.
- At least 2 to 4 weeks of lead-time is required to ramp-up the project resources. Once the consultants are allocated, they will be eligible to book their time on the project from the agreed start date unless they are specifically released, and MU project manager provides a communication to this effect at least 2 calendar weeks in advance to SAP.
- The SAP Staffing plan is recommended based on our understanding of the project and roles thereof. Actual resource deployment may vary depending upon the date of receipt of a confirmed purchase order from the customer. Then resource availability could include higher partner involvement, and the project may be executed out of SAP office or Partner offices, with overall SAP ownership; however, staffing table can be used as basis for estimation of resource mix.
- It is assumed that turnaround time for project-related queries during the project is assumed a maximum of 24 hours for all queries. In case customer takes more than the scheduled time to revert for information requested, then the wait time for SAP consultants will be treated as idle time and this will be raised as a change request
- All the functional testing is the responsibility of the customer. Preparation of test scripts and performing end-to-end testing of processes is the responsibility of the client. During the project SDC resources will be based out of remote locations. customer/ MU provide the necessary connectivity to these consultants to work from other remote locations. customer will provide remote connectivity through CSS with necessary user rights to access customer SAP systems.
- It is assumed that the required hardware and the software are available before the start of the project. All the required applications will be available before the start of the project.
- It is assumed that access to the system will be available to the SAP team on a 24x 7 basis. In case there is any planned maintenance activity to be carried out, the same should be communicated in advance and should be preferably carried out on holidays so that the project schedule does not get impacted.
- Customer should inform SAP SDC team in advance, if there is any scheduled shutdown of the Development or QA environment. Any unplanned shutdown, as and when it occurs is likely to have an effect on project cost and timelines.
- Customer is responsible for management of the data center including power management with uninterrupted power supply, physical and logical safety measures and environmentally conditioned facilities
- customer will ensure that the AMC / Warranty support for the hardware, operating system, SAP software license and other software components running in the same SAP environment will remain active and valid during the entire period of the service.
- Customer / MU will provide appropriate technical and/or functional clarifications to the SDC project team.

- The customer is expected to maintain adequate backups, and in case of any issue / error during either the database or the actual system migrates, SDC resources will depend on backup strategy and the prompt execution of the restore by customer. SAP SDC will not be responsible for any issue arising out of a customer's backup problem.
- During the course of this project, it is assumed that the third-party system to which the SAP programs will be interfaced will not be migrated (technical / functional) and all these systems will be available on fulltime basis
- It is assumed that all the required support for the existing applications will be provided by the customer.
- Any reported issue should be fixed in 24 hours. The Basis and Security team will work closely with SAP ASC team and carry out the activities as required.
- In case of project breaks or delays, after the start of the project, arising out of customer reasons beyond a period of 2 weeks, SAP SDC reserves the right to redeploy the consultants in other opportunities. SDC would require a minimum of four- six weeks' notice to mobilize the partner team before the project re-start date
- All remote to onsite communication of project related issues will be routed through the SDC project manager or project lead
- "Any delay in
 - providing the necessary details
 - addressing the queries in the agreed timeframe
 - providing the approval
 - non-availability of the users and the system,
 - delay in signing off
 - delay in completing customer deliverables that impact on SDC deliverables

will be considered as idle time and this idle time will be charged to customer as Change request

- Besides above following also will be considered as change request
 - Any change coming out of detailed assessment based on S/4 2023 as target
 - Change in the assumptions
 - Additional efforts requested by customer towards Integration testing, UAT or Post go live support
- Change Requests and the corresponding impacts on the Project will be handled according to the procedure specified in the Project Plan."
- Any templates, naming conventions and methodologies that need to be adopted will be agreed upfront and will be made available to the SDC resource prior to the start of the project
- All the documents required for this project will be made available to SDC
- Onsite Roles, if required for the project, are subject to the availability of visa of the consultants.
- All peripheral systems (SAP and non-SAP) are compatible with the S/4HANA 2023 system.
- Other running projects, if any, impacting the project landscape need to be aligned with the system conversion project
- Response time on OSS will be out of the scope of conversion timelines
- The customer system does not have any inconsistency in their database tables
-

In case MU/ customer envisage additional travel requirements, the same needs to be discussed and the feasibility of the same needs to be explored before the travel can be undertaken. Such travel needs to be budgeted by MU for costing purposes. The Global mobility policy would apply in case of onsite travel.

Resource Assumptions

- Overtime for SAP resources to work more than forty (40) hours per week requires prior approval by the Customer Project Manager. The maximum hours per week is forty-five (45) hours.
- Customer acknowledges that SAP resources will work remotely from SAP global locations India and United States, including SAP consultants' home office locations.
- SAP and Customer will agree to mutually agreeable work hours for the North America team.
- Additional adjustments to workdays to accommodate time zone overlap will be agreed to by the PMO.
- Parties acknowledge that selected meetings may be recorded to facilitate alignment in working across time zones.
- Customer will provide technical advice regarding any third-party systems to which the team will have access.
- The SAP team includes a mix of part-time and full-time resources. For the full-time resources assigned to the project, work is continuous and full time.

Basis Assumptions

- All SAP system conversion activities will be carried out remotely.

- Except for productive cutover downtime, all system conversion activities will be performed during weekdays (Mon-Fri) and within normal working hours (0900 to 1700) of the SAP delivery location. Any requirement for shift (outside of normal working hours) or weekend (Sat-Sun) work for Non-Productive Systems or for uptime activities for a Production System, must be discussed and priced additionally.

Security Assumptions

- The customer's existing role design was based on SAP best practices and a systematic naming convention was used.
- Any Delta Master roles (above the 50 Master roles and 15 Fiori Roles), Derived roles and Fiori Roles for the scoped Organizational structure would be guided by SAP consultant and would be owned, built and adjusted by the customer Security Team.
- Fiori tile segregation is limited to Catalogs and groups configured as per the Fiori scope.
- Configuration and browser specific settings required for end user desktops and Laptops is customer Responsibility.

SSO Assumptions

- The Customer Active Directory is accessible from the SAP landscape.
- Solution detail will be provided based on the Scope for ex: SAML based SSO will be used for FIORI system access.
- Only Internal user access post domain authentication is in scope for end user access.
- SAPGUI and Browser are the access Points for the solutions mentioned "In Scope".
- Anything not discussed above for SSO will be identified during identification phase at start of project and Effort and plan to be revisited.
- Unit testing with 5 user accounts.

Standard Fiori Scope Assumptions

- Scope is restricted to activation of Standard Fiori Apps and oData services as listed in Fiori apps library.
- All functional and configuration prerequisites for each Fiori app as listed in Fiori Apps library (link shown below) need to be made available before Fiori team takes over.
<https://fioriappslibrary.hana.ondemand.com/sap/fix/externalViewer/>
- Any bugs/defects in standard Fiori applications will be addressed via the SAP support tickets.
- Any deviation from the scope defined in this document will be subject to the Change Request Procedure to assess its impact and feasibility for inclusion and may incur additional effort, time and cost.
- All the standard Fiori applications would work on devices based on their standard capability mentioned in <https://fioriappslibrary.hana.ondemand.com/sap/fix/externalViewer/>

HCM Functional Assumptions

- Validation of Standard and Country specific Infotypes
- SAP standard roles and authorizations
- HR –FI Integration will be validated based on the current processes. No new processes will be implemented
- The HR processes/functionalities that are not available with S/4 HANA RISE PCE and are not required to run in the new S/4 environment after Go Live (e.g., LSO, E-recruiting, Talent Management, Travel Management, JAVA Based ESS/MSS, GUI XT, Some of the Payroll and Time features). Instead, the customer will adopt the alternate standard solution/s that will be available and supported by the product (As per the S/4 HANA general strategy roadmap guidance - Ref SAP note -3091160, 2976262, 3224337 - Or any other relevant reference note)
- Estimation is based on remote support only
- HCM and all other non-HCM modules are in the same box
- BP configuration and testing is in scope and new Business partner model will be implemented for employee to business partner synchronization
- Fiori scope is restricted to standard Fiori UI5 application activation only. Enterprise Portal / NWBC to Fiori Transition will be the customer's responsibility.
- Any 3rd Party HR Solution (e.g., Add-ons) that is deployed in ECC, may need a S/4HANA compatible version, it will be customer's responsibility to contact the Solution owner and get the required updates.
- Core HR processes will be the same between EHP8 and S/4HANA Compatibility mode or SAP HCM for SAP S/4HANA unless there are version-specific simplifications. Which will be evaluated during the explore phase and

reported to the customer. It is assumed that the customer is already running on the EHP8 or higher version or else the customer will adopt the S/4HANA offerings where it has been improvised.

- SAP HCM Business Function Activation Assessment only.

Functional Assumptions

All functional assumptions, other than HCM are summarized below

Functional – CVI Assumptions

- There is no existing Business partner setup.
- No integration between the HR system and ECC is taken into account in the effort estimation.
- Continuous availability of Master data and business process core team throughout the project timeline.
- There are 138 Customer and 7518 Vendor master records with number range related errors. These have to be analyzed in detail and any extra effort needs to be evaluated post the assessment
- Only one working client is assumed for estimation in productive landscape.
- Business partner activation does not have any direct impact on WRICEF objects.
- Availability of SBX and QA system should be the latest copy of Production, to be provided as per the project schedule.
- Customer and Vendor Contact Persons will be converted to BPs using standard role and without any changes on the BP screen.

Functional – Logistics Assumptions

- Error handling process and solutioning data inconsistencies is customer responsibility. SAP has a supporting role, but the decision how to solve an inconsistency belongs to the customer
- There is configuration freeze between the SBX conversion to Production data migration. Delta configurations, if any, in this period will need to be manually synced by the customer.
- Functional Efforts are primarily derived and based on the findings from the Readiness Check carried out in the customer PRD system for the target version SAP S/4HANA 2022. Efforts must be re-validated if there are any changes in the Target Version during project execution.
- The estimation is only for one ECC standalone system and does not consider any satellite / parallel systems or any other external programs
- Only one working client per system is assumed for estimation

Functional – Finance Assumptions

- Solution validation / Explore workshop with business team during pre-conversion to define the following:
 - Analyze the relevance from simplification items check
 - Review errors from SI check and build action plan to resolve errors
 - Workshop with customer business team to review relevant simplification items, configurations changes and migration activities
 - SI Check has identified the usage of Funds Mgmt. - Former Budgetary Systems (FBS) which is deprecated in S/4 and mandatory pre-project for S/4 Conversion is to move FBS to Budgetary Control Systems (BCS)
- Mandatory activities related to relevant (scoped) finance simplification items during pre-conversion:
 - Resolution of errors from simplification item check
 - Update customization for general ledger and resolve issues during conversion
 - Perform activities like configuration and documentation for New Asset Accounting
 - Configuration update for S/4HANA Material Ledger, Cost elements, Goods receipt process.
- Follow-on mandatory functional activities during post conversion:
 - Customizing of General Ledger, Controlling, Material Ledger, Asset Accounting and Profitability Analysis according to SAP S/4HANA mandatory requirements
 - New Asset Accounting activation and data transformation using conversion cockpit
 - Basic Material Ledger activation as prerequisite for the SAP S/4HANA Conversion. Migration of Material valuation data into the Material Ledger
 - Bank Account Management (Basic) customizing, necessary for SAP S/4HANA conversion as part of the Basic Cash Management. Conversion of house bank accounts.
- Unit/smoke testing limited to SAP standard scenarios for relevant business areas
- Solution Validation workshop
- Support for system integration testing and user acceptance testing
- Go-live support

Functional - General Assumptions

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- Project documentation and results are delivered in English, any translation work for Documentation (if needed) is done by the customer
- Required authorization adjustments are within customer responsibility – SAP will provide input with regard to S/4HANA related changes (e.g. Fiori Apps required, decommissioned transactions).
- Resolutions provided by SAP for error handling / data cleansing are being applied by the customer after every production copy
- All the peripheral systems (SAP and non-SAP) are compatible with the SAP system converted, upgraded, or configured as per the scope of this contract
- Existing functionality, if available in the target system, will be converted or upgraded as-is.
- Other running projects, if any, impacting the project landscape need to be aligned with the project in scope of this contract.
- Handling of product support incidents is Customer responsibility. Any delay resulting from product support incidents might impact the overall timeline.
- Post go-live support is limited to 2 weeks.
- There is configuration freeze between the SBX conversion to Production data migration. Delta configurations, if any, in this period will need to be manually synced by the customer.
- Functional Efforts are primarily derived and based on the findings from the Readiness Check carried out in the customer PRD system for the target version SAP S/4HANA 2022. Efforts must be re-validated if there are any change in Target Version during project execution
- Organization structure and scope already implemented in the system will be used for the project. No new organization entity configuration/change will be done with respect to organization scope.
- Existing functionality, if available in the source system, will be converted As-Is. Implementation of new features (other than what has been specifically mentioned in scope) is not within the scope of the conversion.
- Issues (if any) in the customer system need to be raised to SAP product support team. Any delay in resolution of any product issues are not part of the scope and estimation.
- The estimation is only for one ECC standalone system and does not consider any satellite / parallel systems or any other external programs.
- Only one working client is assumed for estimation.

Infrastructure assumptions

- Customer will provide remote connectivity through CSS with necessary user rights to access the necessary Customer systems On-Premises
- Customer will co-ordinate with hardware and operating system vendors and service providers to perform various steps required to manage the infrastructure, application of patches to the operating system, system breakdowns related to hardware, operating system, etc.
- Customer will inform the SAP team, as and when it intends to change, modify, and migrate the hardware, operating system, application software both from SAP as well as non-SAP systems in the system landscape.
- Customer will inform SAP team in advance, if there is any scheduled shutdown of the development or QA environment. Any unplanned shutdown, as and when it occurs, is likely to influence project cost and timelines.
- The customer is responsible for the management of the data center including power management with uninterrupted power supply (SBX), physical and logical safety measures and environmentally conditioned facilities.
- Customer will ensure access to all required systems 24X7.
- Customer will ensure that the AMC / Warranty support for the hardware, operating system, SAP software license and other software components running in the same SAP environment will remain active and valid during the entire period of the service.
- Customer will provide appropriate technical support to the SAP project team.

Testing Assumptions

- Customer will manage and coordinate the testing strategy, develop integration and user acceptance test scripts, provide access to testing tools, provide adequate resources to perform the testing and provide adequate reporting and metrics, on testing progress, for each test cycle.
- The following testing cycles, as needed, will be performed by the Customer:
 - Functional validation
 - Integration testing
 - User acceptance testing
 - Business scenario testing
 - Performance testing

- User acceptance testing: executed by power users and end users to validate the end-to-end business processes.
- The Test executions will be executed on the latest copies of each herein described production system. These systems must be exclusively for this project during the times mentioned in the project schedule.

11. Exclusions

BASIS Exclusions

Anything that is not explicitly mentioned as in scope shall be deemed out of scope.

Without limiting the foregoing statement, the following tasks are explicitly declared out of scope:

- All activities related to I-series/ZOS/AS400 platforms
- Optimizations on SAP HANA
- Any downtime commitment or usage of downtime optimization techniques such as NZDT, downtime optimized conversion, downtime optimized DMO
- Source operating system upgrades
- Source database upgrades
- Any training activities
- Any knowledge transfer sessions
- Any coaching roles
- ABAP code adjustments
- Any activity related to high availability / disaster recovery scenarios
- Handling/adjustment of Interfaces SAP/non-SAP, either on-premise or cloud solutions.
- Upgrading any connected SAP systems to maintain compatibility with SAP S/4HANA.
- All functional activities
- Authorization adjustments
- Testing activities
- Sizing and/or performance tuning
- All activities related to SAP Fiori, SAP screen personas, SAP GUI including its infrastructure
- Dual maintenance during project duration
- Scale out SAP HANA scenario

SAP Security Exclusions

- The data maintenance using SU22/SU24 would be supported by SAP consultant and would be owned by the customer.
- User creation for project support, test scenarios and End users during final preparation phase.
- User licensing and related classification.
- Any third party tools for testing or any other purpose
- Anything not mentioned in "In Scope"
- Training – Train the trainer or end user training
- End User Documentation and Training Material preparations are no part of the scope.
- Developing/Creating new Enterprise roles and privileges.
- Single Sign On Configuration

SAP SSO Exclusions

- Access to the solutions from outside Customer network/domain.
- SSO Client Rollout and Training.
- Anything related to Active Directory Configuration
- Anything related to Non-SAP identity provider configuration.
-

SAP Standard Fiori Exclusions

- Development Enhancements / reimplementation of existing enhancements are not supported and not carried forwarded to new apps. If it has to be done, it should be on top of new app, which is not included in the effort
- Extension / Enhancement to Fiori App / oData service or advanced styling using CSS is out of scope
- Migration of any custom Fiori apps

Custom Code Exclusions

- Custom code is not part of SAP scope and will be managed by the customer's team completely, including any assessment needed.

Note – Delay in performance of coding related activities, can delay the project and may need CRs to be raised. Any performance degradation because of not adhering to standard code remediation is client responsibility.

Interface – Exclusions

- Interface adjustments are not part of SAP scope. It is to be managed by the client's team completely, including any assessment needed.

Note – Delay in interface adjustments activities can delay the project and, may need CRs to be raised.

HCM - Functional exclusions

- Implementation/Configuration/Support of any new or existing module or sub-module/functionality/feature within HR
- Any feature/functionality not listed explicitly in scope
- Automatic master data update from/to SuccessFactors (or any other 3rd party software) to/from S/4HANA HCM
- Data Migration for any module or process or to support BP creation,
- Creation and modification of Custom reports and WRICEF
- Analyzing any HR defect and supporting the resolution of a defect in case the defect is not due to conversion
- Unit testing of existing custom HR configuration after conversion
- HR SIT/UAT/Regression/Parallel Payroll execution
- Any additional testing and validation arising due to HRSP upgrade during the implementation cycle
- Validation of custom technical objects or any other WRICEF item (Reports, Interfaces etc.)
- Implementation of recommendations of H4S4_1 Activation Assessment only.
- Any enhancement in the BP model.

Functional - CVI exclusions

- Any custom developments in Customer and Vendor master (screen enhancements, custom tab, custom fields, interfaces) that need to be carried to Business Partner object and any other developments around Customer-Vendor integration (CVI); these will have to be estimated separately
- Managing and/or testing the Business Partner in other SAP and Non-SAP systems in the customers landscape
- Any documentation which is not specified as part of the Delivery closure document (such as End User training document)
- Resolution of data inconsistencies, master data extraction, cleansing, corrections and archiving
- Localization requirements
- Integration with any SAP or non-SAP system, other than CRM is out of scope for Customer Vendor Integration.

Functional – Logistics exclusions

- Resolution of root cause of Inconsistencies except bug fixes at S/4HANA conversion in scope work.
- All existing interfaces are not considered for the effort estimation.
- Data reconciliation of post conversion system with ECC
- Any Screen variants / Transaction variants that are not carried forward by upgrade tool to be recreated manually
- Localization and Intrastat reporting are customer responsibility.
- New output management adoption, material field length extension is excluded
- Detailed discussion needs to be held during the workshop for the following business areas and efforts needs to be reevaluated. These are currently considered out of scope
 - ABAP-TWL - No support for non simplified system flavor
 - S4-TWL - Webshops by Internet Sales or Web Channel Experience Management
 - S4-TWL - Side Panel functionality in SAP S/4HANA (on-premise)
 - S4-TWL – cDesk
 - EHS related functionality
 - Simplification items related to category "Solutions for Specific Industries"
 - Foreign Trade and related simplification items
 - ERP Shopping Cart and MDM Catalog
 - S4-TWL - Graphical display of available quantity in MRP evaluations

- S4TWL - ITS services in QM
- S4TWL - Planning File
- S4TWL - Planning Horizon
- S4TWL - Simplified Sourcing
- ABAPTWL - AS Java not available
- ABAPTWL - Instances without ICM not supported
- S4TWL - BOM, Routing, Production Version
- S4TWL - Enterprise Search in SAP Product Lifecycle Management (SAP PLM)
- S4TWL - Project System ITS Services
- S4TWL - New advanced ATP in SAP S/4HANA – Table VBBS
-
- As confirmed by customer production planning module is not in scope and any activities related to PP module will be reevaluated.

Functional – Finance exclusions

- Introduction of Addln. Parallel Ledgers, SAP DRC, Currencies
- Additional functionalities for Advanced SAP Credit management and Advanced Cash Management.
- Additional functionalities for Material Ledger, additional extension of COPA functionality,
- Additional functionalities in Transfer Prices - limitations described in note 2882025. Delta version in Activity Based Costing or replacement of this functionality
- Globalization (FI and LOG) and replacement of obsolete reports by SAP S/4HANA ACR is not in scope of this estimate
- Foreign trade (obsolete for SAP S/4HANA) replacement with GTS or TRM functionalities
- No additional currencies will be added with SAP S/4HANA in the current proposal
- If needed, new implementation of additional parallel ledgers or depreciation areas for FI-AA will be done by customer. These functionalities are considered as optional and can be implemented as pre-project activities. Detail assessment to be performed as part of pre-project.
- Detail discussion needs to be done during workshop for following business areas and efforts needs to be reevaluated:
 - Simplification items related to category “Solutions for Specific Industries”
 - Foreign Trade
 - FSCM

Functional - General exclusions

- Organization change management activities, training documentation and end user training
- SIT/UAT execution and test scripts preparation
- Any new innovation or business processes (Business process re-engineering, Functional Re-Design, New Functionality / Quick Wins, Standard and Custom Fiori Apps)
- Activities related data archiving
- Activities in SAP and Third-party systems which are integrated with SAP ECC
- Activities related to Addons and Business Functions
- Any development effort required in the system to cover functional gaps
- Any third-party tools for testing or any other purpose
- The following categories should be discussed during detailed assessment and the effort needs to be reevaluated.
 - Functionality unavailable (alternative exists)
 - Functionality deprecated (alternative exists)
 - Functionality deprecated (alternative exists with roadmap)
 - Non-strategic-function (alternative planned)
 - Functionality unavailable (alternative planned)
 - Non-strategic-function (alternative exists with roadmap)
 - Non-strategic-function (alternative exists)
 - Functionality unavailable (no alternative planned)
 - Non-strategic-function (no alternative planned)

12. Appendix

Simplification Items based on RC report findings and workshop understanding with Customer:

Any additions to these simplification items identified as a result of the subsequent Readiness Check will be resolved by mutual agreement between Customer and SAP. SAP and Customer will review the output of the updated simplification list at the end of the prepare phase and any changes will be managed through the change control process.

ID	Title	Category	SAP Note	Scope	Remark
SI1: FIN_CO	S4TWT - TECHNICAL CHANGES IN CONTROLLING	Change of existing functionality	2270404	Not in Scope	Customer coding to be adapted to replace the data via compatibility views directly from ACDOCA for type 04 and 11.

Finance:

ID	Title	Category	SAP Note	Scope	Remark
SI1: FIN_CO	S4TWT - TECHNICAL CHANGES IN CONTROLLING	Change of existing functionality	2270404	Not in Scope	Customer coding to be adapted to replace the data via compatibility views directly from ACDOCA for type 04 and 11.
SI2_FIN_CM	S4TWT - CASH MANAGEMENT - Bank Accounts	Functionality unavailable (alternative exists)	2870766	In Scope	As part of cash management, BAM (Bank Account Management) offers Customers the capability in maintaining banks and bank accounts, among other relevant features. BAM Lite - A basic version of Bank Account Management which is part of the basic cash management capability. It is provided for Customers who do not have the license of SAP S/4HANA Finance for cash management.
SI1_FIN_General	S4TWT - DATA MODEL CHANGES IN FIN	Change of existing functionality	2270333	In Scope	Data model change in FI, ACDOCA is single source of truth. Custom code to be modified to redirect select statements.

ID	Title	Category	SAP Note	Scope	Remark
SI1_FIN_GL	S4TWL - GENERAL LEDGER	Change of existing functionality	2270339	In Scope	To be verified whether the Customer is using new GL functionality. General Ledger in S/4H is based in the Universal Journal, the line items are stored in the new database table ACDOCA, optimized to SAP HANA.
SI1: FIN_AA	S4TWL - DATA STRUCTURE CHANGES IN ASSET ACCOUNTING	Change of existing functionality	2270387	In Scope	Classic Asset Accounting is mostly automatically transformed into the New Asset Accounting
SI2: FIN_AA	S4TWL - ASSET ACCOUNTING	Change of existing functionality	2270388	In Scope	Mandatory item, New Asset Accounting, Activation and Migration during conversion
SI3: FIN_SLL_ISR_DV	S4TWL - Determination of default values in Intrastat reporting	Change of existing functionality	2468294	Not in Scope	With SAP S/4HANA 1709, the determination of default values for business transaction type, procedure and movement code has been changed in a way that some tables and fields become obsolete and new customizing activities are introduced instead. Some intrastate reports may also be rendered obsolete. Localization is Customer specific.
SI6_FIN_GL	S4TWL - Currencies in Universal Journal	Change of existing functionality	2344012	In Scope	This note provides information of the additional currency configurations possible and its usage.
SI8_FIN_GL	S4TWL - Amount Field Length Extension	Change of existing functionality	2628654	Not in Scope	In SAP S/4HANA, currency amount fields with a field length between 9-22 including 2 decimals have been extended to 23 digits including 2 decimals. However, it

ID	Title	Category	SAP Note	Scope	Remark
					has limitations in its usage.
SI15: PROC_FT	S4TWL - Foreign Trade within SAP S/4HANA Procurement	Functionality unavailable (equivalent exists)	2267740	Not in scope	Foreign Trade solution will be not available anymore because SAP Global Trade Services (GTS) is the successor for the business requirement. For Intrastat a customer can leverage functionality within SAP S/4HANA. Additional functions for import and export management are available with SAP Global Trade GTS.
SI11: FIN_CO	S4TWL Summarization Hierarchies in Controlling	Change of existing functionality	2349282	In Scope	In ECC summarization of hierarchies was done using KKRC, stored in table and viewed using KKBC_HOE. In S/4HANA, new transaction KKBC_HOE_H is used to aggregate the values.
SI2_FIN_General	S4TWL REPLACED TRANSACTION CODES AND PROGRAMS IN FIN	Functionality unavailable (equivalent exists)	2742613	In Scope	Certain transaction codes and programs in the application areas of AC, CO, FI, AA, and FIN - compared to EhP7 for SAP ERP 6.0 - have been replaced with newer transactions, programs, or Web Dynpro applications.
SI6: FIN_MISC_ML	S4TWL Conversion to S/4HANA Material Ledger and Actual Costing	Change of existing functionality	2352383	In Scope	Mandatory item for Valuated Stock, Activation and Migration during conversion

ID	Title	Category	SAP Note	Scope	Remark
SI9: FIN_CO	S4TWL Profitability Analysis	- Change of existing functionality	2349278	Not in scope	If costing-based CO-PA is currently used, analyze what workarounds are being used to reconcile the profit and loss statement with costing-based CO-PA to determine whether these will be required.
SI1_GSLOG	S4TWL Globalization Logistics	- Functionality unavailable (equivalent exists)	2270312	Not in scope	SAP Tax Declaration Framework is part of the Compatible Add-ons and requires an additional license.
SI8: FIN_CO	Reporting/Analytics in Controlling	Change of existing functionality	2349297	Not in scope	if Customer continue to use a classic drill-down report (built using transaction FGI1), Customer will only see the reporting dimensions that were previously available in the SAP General Ledger, because Customer are technically using a compatibility view. To use the new reports, Customer will have to activate the relevant Fiori apps, and in some cases the embedded BW content within SAP S/4HANA to enable these reports.
SI6: MasterData_PM	S4TWL - Foreign Trade fields in Material Master	Functionality unavailable (equivalent exists)	2267225	Not in Scope	Foreign Trade fields in Material Master not available in S4
SI7: FIN_CO	S4TWL - COST ELEMENTS	Functionality unavailable (equivalent exists)	2270419	In Scope	Cost elements are GL accounts now, only one item the Universal entry is a consolidated document
SI3: SD_FT	S4TWL - Foreign Trade	Functionality unavailable (equivalent exists)	2267310	Not in scope	In SAP S/4HANA, the Foreign Trade (SD-FT) functionality is not available anymore. Instead, SAP S/4HANA for international trade

ID	Title	Category	SAP Note	Scope	Remark
					within SAP S/4HANA is the successor.
SI2_FIN_CO	S4TWL - PROFIT AND LOSS PLANNING AND PROFIT CENTER PLANNING	Non-strategic function (equivalent exists)	2270407	In Scope	CO-OM planning, PandL planning, and profit center planning are now covered by SAP BPC for S/4HANA Finance (formerly known as Integrated Business Planning). However, If Customer does not want to use SAP BPC for S/4HANA but classic FI-GL and CO-OM planning functions instead, Customer can continue to use the classic planning transactions.
SI3: FIN_TRM	S4TWL - Accrual/Deferral of Expenses and Revenues	Functionality unavailable (alternative exists)	2270462	Not in scope	A central function for Accrual/Deferral of Expenses and Revenues (transaction TPM44, reversal transaction TPM45) for all financial transactions is available. The accrual/deferral functions for OTC transactions (transactions TBB4 and TBB5) have been replaced by this new functionality.
SI2_GSFIN_LOCIL	S4TWL - Annexing Solution for Israel	Change of existing functionality	2437547	Not in scope	Israeli Annexing Solution is an On-Premise solution provided as LOCILERP Add-On for the Israeli market based on Inflation Adjustment Law. The SAP LOCILERP Add-on has been integrated to S4H On Premise Edition as of version S4H OP 1610.

ID	Title	Category	SAP Note	Scope	Remark
SI10: FIN_TRM	S4TWL - Drilldown Reporting in Treasury and Risk Management	Functionality unavailable (alternative exists)	2270522	Not in scope	Currently there is no pre-upgrade check available to check if this simplification item is a valid restriction for Customer system conversion. The drilldown reporting has been disabled for Treasury and Risk Management. Customer can't use Customer reports defined with the drilldown reporting.
SI14: FIN_TRM	S4TWL - Quantity Ledger Always Active for Money Market Transactions	Change of existing functionality	2270529	Not in scope	The quantity ledger is now always used for OTC transactions. Before Customer make the conversion to SAP S/4HANA, Customer should set the quantity ledger active for OTC transactions in Customer ERP system.
SI4_FIN_General	S4TWL – Migration from account solution to ledger solution	Functionality unavailable (alternative planned)	3042755	Not in scope	The whole financial accounting and management accounting functionality in SAP S/4HANA builds on the universal journal and the usage of parallel ledgers to manage parallel accounting principles. If Customer use parallel GL accounts to represent different accounting principles in SAP ERP, Customer can still perform a system conversion to SAP S/4HANA and continue to use parallel GL accounts for this purpose. However, currently there is no tool to help SAP S/4HANA Customers with the transformation from parallel accounts to

ID	Title	Category	SAP Note	Scope	Remark
					parallel ledgers automatically.
SI1: Public Sector_PSM-FM - FBS	S4TWL - Former Budgeting System (FBS) in Funds Management	Functionality unavailable (alternative exists)	2270413	Not in scope	Once on SAP S/4HANA, the FBS data is still available but operational transactions are blocked. As the typical timeframe of an approved budget is one (1) year, the time remaining after system conversion to SAP S/4HANA might not be sufficient to consider and execute a smooth Conversion. It is therefore recommended from a business perspective to perform the FBS -> BCS migration before the system conversion to SAP S/4HANA.
SI9: Public Sector_PSM-FA	S4TWL - Average Daily Balance-based Distribution	Functionality unavailable (no alternative planned)	2270466	Not in Scope	The Average Daily Balance-based Distribution (ADB) functionality is not available with SAP S/4HANA. The distribution result are FI journal voucher documents which remain unchanged. Also, as the functionality is only disabled, the full configuration and calculation trail that had existed is still available for review purposes.
SI5: Public Sector_PSM-FA - SL	S4TWL - Fund Accounting based on Special Ledger	Functionality deprecated (alternative exists)	2270444	Not in scope	In SAP S/4HANA, ACDOCA table includes all master data entities required to support Fund Accounting and provides the data model needed to generate financial as well as management information compliant

ID	Title	Category	SAP Note	Scope	Remark
					with Public Sector accounting regulations. Fund Accounting using Special Ledger tables is still possible, but not the recommended solution going forward as it results in data redundancies as well as requires reconciliation efforts between the data tables.
SI3_FIN_CO	S4TWL - ACTIVITY-BASED COSTING	Functionality unavailable (no equivalent)	2270408	Not in scope	Activity-Based Costing (CO-OM-ABC) using delta versions is not available in SAP S/4HANA. The option to use Parallel Activity Based Costing is no longer available. Activity-Based Costing using version 0 (Integrated Activity Based Costing in the controlling area settings) is still supported.

Logistics and Other Business Areas:

ID	Title	Category	SAP Note	Scope
SI20: AS_ABAP_WORKFLOW_USER_JOBS	ABAPTWL - Change of workflow system user and workflow system jobs	Change of existing functionality	2568271	In Scope
SI15: CT_Integration	S4TWL - Changed Interfaces	Change of existing functionality	2259818	In Scope
SI13: CT_Custom-Fields	S4TWL - Custom Fields	Change of existing functionality	2320132	In Scope
SI10: CT_FIORI	S4TWL - FIORI APPLICATIONS FOR SUITE ON HANA ON-PREMISE	Change of existing functionality	2288828	In Scope
SI5: Logistics_PM	S4TWL - Batch Input for Enterprise Asset Management (EAM)	Functionality deprecated (alternative exists with roadmap)	2270107	In Scope

SI6: Logistics_PM	S4TWL - Changes In List Reports For Order and Notification	Functionality deprecated (alternative exists)	2270108	In Scope
SI2: Logistics_PM	S4TWL - Download Data in MS Access out of List	Functionality deprecated (alternative exists)	2270076	In Scope
SI8: Logistics	S4TWL - Enterprise Search in EAM	Change of existing functionality	2270123	In Scope
SI10: Logistics_PM	S4TWL - Object List Number Field Length Extension	Change of existing functionality	2580670	In Scope
SI9: Logistics_PM	S4TWL - SAP Graphics in EAM Transactions	Change of existing functionality	2482659	In Scope
SI3: Logistics_PM	S4TWL - Scheduling of Maintenance Plan	Functionality deprecated (alternative exists with roadmap)	2270078	In Scope
SI18: CT_BW_EXTRACTORS	S4TWL - BI Extractors in SAP S/4HANA	Functionality unavailable (alternative exists)	2500202	In Scope
SI25: MasterData_BP	S4TWL - Batch Input for Customer Master/Supplier Master	Functionality unavailable (alternative exists)	2492904	In Scope
SI2: MasterData_BP	S4TWL - Business Partner Approach	Change of existing functionality	2265093	In Scope
SI9: CT_LSMW	S4TWL - LEGACY SYSTEM MIGRATION WORKBENCH	Functionality deprecated (alternative exists)	2287723	In Scope
SI27: MasterData_BP	S4TWL - Removal of Gender Domain Fixed Values	Change of existing functionality	2928897	In Scope
SI5: MasterData_PM	S4TWL - Simplification of copy/reference handling	Change of existing functionality	2330063	In Scope
SI3: MasterData_PM	S4TWL - Simplified Product Master Tables Related to OMSR Transaction	Change of existing functionality	2267138	In Scope
SI28: MasterData_BP	S4TWL - Usage of obsolete links in tables BD001 / BC001	Change of existing functionality	3010257	In Scope
SI02: AS_ABAP_CLEANUP	ABAPTWL - Cleanup of orphaned objects	Functionality unavailable (no alternative planned)	2672757	In Scope
SI06: AS_ABAP_DUAL_STACK	ABAPTWL - Dual Stack not supported	Functionality unavailable (no alternative planned)	2560791	In Scope

SI03: AS_ABAP_SSCR	ABAP_TWL - SSCR license key procedure is no longer supported	Functionality unavailable (alternative exists)	2309060	In Scope
SI04: AS_ABAP_VMCONTAINER	ABAP_TWL - VM Container not supported	Functionality unavailable (no alternative planned)	2560708	In Scope
SI21: BUSINESS_USER	S4_TWL - Business User Management	Change of existing functionality	2570961	In Scope
SI22: GENERIC_CHECKS	S4_TWL - Generic Check for SAP S/4HANA Conversion and Upgrade	Change of existing functionality	2618018	In Scope
SI8: CROSS_BC_CCM-BTC	S4_TWL - JOB SCHEDULING	Change of existing functionality	2318468	In Scope
SI27: CT_SECURE_BY_DEFAULT	S4_TWL - New Default Security Settings for SAP S/4HANA	Change of existing functionality	2926224	In Scope
SI39: Logistics	S4_TWL - Graphical display of available quantity in MRP evaluations	Functionality unavailable (alternative exists)	3018123	Not in Scope
SI_2_Logistics_QM	S4_TWL - ITS services in QM	Functionality unavailable (no alternative planned)	2270126	Not in Scope
SI12: Logistics_PP	S4_TWL - Planning File	Change of existing functionality	2268088	Not in Scope
SI35: Logistics_PP	S4_TWL - Planning Horizon	Functionality unavailable (no alternative planned)	2270241	Not in Scope
SI7: Logistics_PP	S4_TWL - Simplified Sourcing	Change of existing functionality	2268069	Not in Scope
SI05: AS_ABAP_JAVA_SUPPORT	ABAP_TWL - AS Java not available	Functionality unavailable (no alternative planned)	2560753	Not in Scope
SI07_ AS_ABAP_INSTANCE_WITHOUT_ICM	ABAP_TWL - Instances without ICM not supported	Functionality unavailable (no alternative planned)	2560792	Not in Scope
SI16: Logistics - PLM	S4_TWL - BOM, Routing, Production Version	Change of existing functionality	2267880	Not in Scope
SI1: Logistics_PLM	S4_TWL - Enterprise Search in SAP Product Lifecycle Management (SAP PLM)	Change of existing functionality	2267836	Not in Scope

SI17: Logistics_PS	S4TWL - Project System ITS Services	Functionality unavailable (no alternative planned)	2267331	Not in Scope
SI2: SD_PRIC	S4TWL - Data Model Changes in SD Pricing	Change of existing functionality	2267308	In Scope
SI14: PROC_MM_IV_AUTH	S4TWL - Authorization Concept for Supplier Invoice	Change of existing functionality	2271189	In Scope
SI21: PROC_MM_IV_ERD	S4TWL - New Customizing for Exchange Rate Difference Handling	Change of existing functionality	3053636	In Scope
SI8: PROC_MM_PRICING	S4TWL - Pricing Data Model Simplification	Change of existing functionality	2267442	In Scope
SI20: PROC_MM_IV_ILM	S4TWL - Supplier Invoice New Archiving	Change of existing functionality	2578291	In Scope
SI19: PROC_CPPR_SPPR	S4TWL - Webdynpro Applications for Purchase Requisition Transfer from ERP to SRM	Functionality unavailable (no alternative planned)	2200412	In Scope
SI1: Logistics_MM-IM	S4TWL - DATA MODEL IN INVENTORY MANAGEMENT (MM-IM)	Change of existing functionality	2206980	In Scope
SI7: Logistics_MM-IM	S4TWL - Goods movements without exclusive locking by material valuation	Change of existing functionality	2338387	In Scope
SI3: Logistics_MM-IM	S4TWL - Material Ledger Obligatory for Material Valuation	Change of existing functionality	2267834	In Scope
SI4: Logistics_MM-IM	S4TWL - Material Valuation - Statistical moving average price	Change of existing functionality	2267835	In Scope
SI1: Logistics_ATP	S4TWL - New advanced ATP in SAP S/4HANA – Table VBBS	Functionality unavailable (alternative exists)	2267745	Not in Scope

Human Resource:

ID	Title	Category	SAP Note	Scope	Remark
SI31: CT_CATSXT	S4TWL- CATSXT	Functionality deprecated (alternative exists)	315037	In Scope	Until the new solution will be available the Fiori App "My Timesheet" with its configuration and enhancement options may be used. There is also the Cross-Application Time

ID	Title	Category	SAP Note	Scope	Remark
					Sheet (CATS), which is a cross-application tool for recording working times and tasks.
SI2: HR_Empl	S4TWL- Conversion of Employees to Business Partners	Change of existing functionality	2340095	New	In SAP S/4HANA, Business Partner is the leading object and single entry point to maintain Business Partner, Customer and Supplier (formerly known as Vendor) master data. It is mandatory to maintain employees as Business Partners in SAP S/4HANA for HCM/Non-HCM processes.
SI19: HR_Obsolete_Packages	S4TWL – HCM Obsolete Packages	Functionality unavailable (no alternative planned)	3224319	In Scope	System analysis: Before activating SAP HCM for SAP S/4 HANA in SAP S4 HANA 2022 or higher, check manually whether functionalities out of these packages are used or not. If not, there are no further actions. If functionality out of package are required then copy the package to customer namespace
SI18: HR_Landing_Pages_and_Suite_Page_Builder	S4TWL – Landing Pages and Suite Page Builder	Functionality unavailable (alternative exists)	3224337	In Scope	If the functionality is used and still required, a similar function is provided with the Fiori role for HR Specialist. The new role follows the latest UX strategy from SAP by using an SAP Fiori role instead of HR Renewal Landing Pages based on the Suite Page Builder. Please note: the Web Dynpro ABAP services to maintain employee related data are still

ID	Title	Category	SAP Note	Scope	Remark
					supported and will be incorporated into the new HR Specialist role.

Exhibit 2

To
Order Form No. 304516189 ("Order Form")
effective December 4, 2023 ("Effective Date")

Scope Document 2 **Platform Execution Services for Technical S/4HANA Conversion**

i. **Scope of Services**

The Customer is undertaking a project to execute an Upgrade and Migration project for the Customer's productive SAP Software. Customer is responsible for the project and is responsible for the process, scope, costs, resources and targeted solution.

SAP will provide the following services to assist Customer with the implementation of the Customer's SAP Software as specified herein: Platform execution service ("Services").

ii. **Service Component Scope for platform execution service**

To assist the Customer with a system conversion for **SAP S/4HANA on-premise edition** (hereafter "SAP S/4HANA"), the following scope items for platform execution service will be provided ("Service Component(s)"):

Platform execution Service Component(s)	Service Component In scope		Applicable Scope and corresponding Scope Document Section(s)
	yes	no	
System Conversion for SAP S/4HANA (Standard)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Only for the systems specified below in Section 1.2 Table 2 and as described in Section 3, System Conversion for SAP S/4HANA (standard).

The estimated schedule according to which the Services will be provided will be mutually agreed between the parties. For scheduling delivery requests regarding the above selected Service Component(s) SAP requires a minimum lead-time of:	5	week(s).
Once the schedule/project plan is agreed between SAP and Customer, any Customer triggered delay/change in schedule for SAP activities starting within 3 weeks, will lead to a Change Request.		

iii. Functional and Technical Scope of platform execution service

The system scope for System Conversion of the respective Service Component(s) for platform execution service are specified in the tables below.

Table 1: source and target releases

Components	source release	target release
SAP	SAP ECC 6.0 Ehp8	S/4 HANA 2023 latest
Database	HANA (version not provided), if HANA 1.0 then DB upgrade to be done by customer on source	SAP HANA 2.0 SPS06 or higher
FIORI platform	NA	Embedded with S/4 HANA
SAP Web Dispatcher	NA	Latest version

Table 2: scope for System Conversion for SAP S/4HANA, SAP HANA database upgrade and shell system creation

system-related activity ¹	systems (SysID)	System Conversion options ²	SAP HANA migration Y – in scope; N – out of scope	additional database size ³ > 2 TB per System	number of SAP HANA database upgrades ⁴	shell system creation Y – in scope; N – out of scope	post go-live basis support ⁵	24x7 support ⁶ Y – in scope; N – out of scope
Sandbox Conversion	SBX	Standard Conversion	Y	0	0	N	0	N
Non-productive Conversion	DEV	Standard Conversion	Y	0	0	N	0	N
Non-productive Conversion	QAS	Standard Conversion	Y	0	0	N	0	N
Dress Rehearsal	DRY	Standard Conversion	Y	0	0	N	0	N
Productive Cut-Over	PRD	Standard Conversion	Y	0	0	N	2	N

1 - system-related activities for the System Conversion for SAP S/4HANA as specified in Section 2

2 - System Conversion options: per system database size up to 2 TB is included

- standard conversion: based on SUM as described in section 3
- downtime optimized DMO: based on SUM DMO as described in section 4
- downtime optimized conversion: based on SUM as described in section 5
- Not Applicable: Not in scope of this service

3 - Only applicable for System Conversion, for full TB of database size above 2 TB per system

4 - SAP HANA database upgrade as described in section 8

5 - Number of working weeks of post go-live basis support (valid only for productive cut-over)

6 - 24x7 basis support for load verification, dress rehearsal and productive cutover runs for downtime optimized conversion scenario only

iv. General Customer Responsibilities

The customer has the following responsibilities. If Customer does not fully meet or fulfil any of the specified responsibilities or requirements in this Agreement, this might result in a delay of the provision of the Services and/or an increase of the fees and/or a change in the schedule.

- Ensure that Customer team members are knowledgeable about the solution being converted/ upgraded and define their training approach and schedule. Ensure that key users are available for all workshops and activities as needed.
- Minimize the change in personnel throughout the duration of the Services.
- If third-parties on Customer side are involved: Manage any Customer's third-party contractors and be responsible for the acts, omissions and defects of such third-party that Customer contracts or instructs to perform Customer's duties.
- Supply SAP with the names and contact information of key Customer and third-party resources.
- Downloading/provisioning of needed media
- Organizational change management activities, training and knowledge transition activities which include, but are not limited to the following: communication plan, organizational transition plan, business readiness for go live, design and roll-out of end-user training, coordination with remote sites, and project communication to the company.
- If the delivery takes place onsite: Provide SAP team members with adequate workspaces as necessary for the duration of the Services. The meeting rooms should include miscellaneous office supplies as needed. Sufficient temporary desks, or "hot desks", shall be available to enable SAP team members to have a desk for each onsite day. SAP team members shall have identification material and necessary access to the workspaces, buildings and systems during and after normal business hours, on weekends, and on holidays. The limitation of SAP team members' access during these times may reduce SAP's ability to maintain the proposed schedule. The workspaces of the SAP team members must be physically separated from the workspaces of the Customer team members. None of the SAP resources shall have keys for these workspaces.
- Be fully responsible for technology infrastructure that is on premise or hosted by a third party. This includes but is not limited to Set up of the infrastructure for the project cycles including timely procurement of any additional and temporary hardware required before the start of the Services, SAP infrastructure, network and system administration, security, periodic backup and restore activities as required, server and storage hardware, adequate network performance and Installation of updated front-end software, including SAP Logon GUI on user machines. These systems shall be available throughout the Services according to the project schedule.
- Ensure that a consistent, stable, and fast SAP remote support connection/service connection is available between SAP and the Customer at the required times. Customer to fulfil remote connectivity and system access requirements as per SAP note 2712016
- Provide SAP with the necessary authorizations for onsite and remote access to Customer's systems.
- Allow the use of SAP laptops and mobile devices on Customer's network to SAP's network via SAP's Virtual Private Network (VPN) protocols; otherwise, Customer will provide PCs and/or laptops with the Microsoft Office Suite and e-mail capability for the SAP team. Laptops and/or PCs provided by Customer must have the latest virus protection software.
- Provide technical advice regarding any third-party systems to which the team will have access.
- Sign-off Deliverables in accordance with sub-section 3 of respective Service Component(s)
- Perform dual maintenance (retrofit) activities between the productive landscape and project landscape.
- Ensure Customer compliance with any relevant governmental and regulatory requirements.
- Any operational tasks such as system copies, backups, operating system/ Database patches or upgrades if not explicitly included in scope

v. System Conversion for SAP S/4HANA (Standard)

This section describes the content of the 'System Conversion for SAP S/4HANA' as a Service Component of 'platform execution service'. 'System Conversion for SAP S/4HANA' can be applied to different types of systems and its system-related activities in different SAP Activate methodology phases of a system conversion project for SAP S/4HANA:

- sandbox conversion (usually a copy of the Production System) in the 'explore' phase
- non-productive conversion (e.g., Development System and Quality Assurance System) in the 'realize' phase.
- dress rehearsal in the 'deploy' phase.
- productive cut-over in the 'deploy' phase.

vi. Scope of Technical Conversion

This Service Component covers the specified technical tasks to perform a system conversion to SAP S/4HANA Enterprise Management on-premise edition for the defined scope set forth in Section 1.2 above.

This Service Component also includes post go-live technical SAP basis support. Post go-live technical basis support is limited to Production Systems only, for supporting the Customer during post go-live phase and is restricted to the defined scope and duration (in working weeks) set forth in Section 1.2 above.

Based on Customer specific requirements, SAP may determine the need for additional functional planning to be conducted at the same time as system conversion. Such additional functional planning is a Customer responsibility and is not in SAP's scope for this Services.

SAP will conduct the technical system conversion to SAP S/4HANA, subject to those Customer's pre-requisites further specified below. In addition, other Customer tasks and responsibilities, e.g., resolution of SPDD issues, functional customizing, and resolution of functional inconsistencies need to be fulfilled.

vii. Technical Pre-requisites

The system to be converted requires the following pre-requisites for a System Conversion for SAP S/4HANA Enterprise Management on-premise edition according to Software Update Manager (hereafter "SUM") central note. Please check the relevant SAP note for the latest SUM support package available and comply with mentioned pre-requisites.

Customer to complete and confirm that the following pre-requisites are fulfilled prior to the start of the Services.

- Minimum source release and support package levels required for a single step S/4HANA System Conversion as per SAP S/4HANA release information note and SAP S/4HANA release restriction note.
- Source landscape is ABAP stack only. Dual stacks – ABAP+JAVA (if any) should be split
- operating system version of SAP application instances should be supported for planned SAP S/4HANA version as per the SAP product availability matrix ("PAM") (available at <http://support.sap.com/pam>)
- The feasibility of the system conversion, definition of an adequate approach and timeline for the transition project should be confirmed and identified pre-requisites have to be fulfilled. This can be done by performing readiness check for SAP S/4HANA and a planning workshop from SAP (not included in this scope of Services).
- Source system should be on Unicode
- SAP HANA database requirements (revision, hardware), compatible to the planned SAP S/4HANA release and feature package stack, must be fulfilled.
- Source system should fulfil the requirements of Database Migration Option (hereafter "DMO") of SUM which will be used in cases where the source system database is not on SAP HANA. Please refer to the latest Database Migration Option ("DMO") of SUM note and comply with pre-requisites mentioned.
- SAP maintenance planner configured for Customer's SAP Solution Manager system for stack file creation
- SAP HANA hardware infrastructure properly set up and configured for SAP HANA appliance or tailored data center installation ("TDCI") or virtualized solution approach and the required key performance indicators ("KPI's") for operating an SAP system on SAP HANA and all operating system pre-requisites (versions, packages, settings) for SAP HANA are to be in place. Please refer to relevant SAP notes for details.
- All other pre-requisites mentioned in SAP notes in conjunction with your transition scenario.
-
- In addition,

- for the system-related activity – non-productive conversion applies:

a System Conversion for SAP S/4HANA of a Sandbox System must be performed before the conversion of any Non-Productive System

- for the system-related activity – dress rehearsal applies:

a System Conversion for SAP S/4HANA of a Sandbox System and the relevant Non-Productive Systems must be performed before the dress rehearsal

- for the system-related activity – productive cut-over applies:

a System Conversion for SAP S/4HANA of a Sandbox System, the relevant Non-Productive Systems and the dress rehearsal must be performed before the conversion of the Production System.

Additional Customer specific pre-requisites may be identified during the explore phase.

viii. RACI

The specific tasks and activities for the provision of this System Conversion for SAP S/4HANA Service Component are detailed below.

SAP and Customer agree on the following responsibility matrix of tasks per phase.

- Responsible (R): In charge of performing the activities.
- Accountable (A): The Customer has overall accountability for the whole system conversion project and all the tasks identified below. Hence, Accountable (A) does not appear for the tasks below.
- Consulted (C): Provides input on how to produce the activity and actively supports the execution of the activity.
- Informed (I): Provided with information.

Task	SAP	Customer
Cross Phase Tasks		
Perform and manage system administration tasks.	I	R
Provide a stable remote service connection to SAP according to SAP note 35010. The service connection should allow access to the following programs (e.g., via a Windows Terminal Server): SAP HANA Studio, telnet (with SSH), FTP software, SAP Logon GUI, Web Browser, X server emulation software for windows, ZIP/RAR utility, Internet access, SAP download manager. Confirm connection to all SAP Software throughout the Services.	I	R
Prepare Project		
Prepare a project schedule, prepare a project structure and agree on roles and standards, prepare the kick-off workshop presentation and an agreed kick-off workshop schedule and list of participants [This activity will only occur once with the first conversion (sandbox) per project.]	C	R
Identify any Customer specific pre-requisites for the System Conversion for SAP S/4HANA that are in addition to those identified in section 3.1.1	R	I
Fulfil all pre-requisites including section 3.1.1. and confirm, in writing, completion of pre-requisites.	C	R
Project Kick-Off		
Communicate the delivery approach: project objectives, structure, roles and responsibilities, schedule, communication standards, Change Request process and decision-making process. [This activity will only occur once with the first conversion (sandbox) per project.]	C	R
Confirm the planned project schedule by project phase.	C	R

Cut-Over planning		
Before the dress rehearsal and the productive cut-over a cut-over planning has to be conducted respectively maintained by the Customer and supported by SAP. [This activity will only occur with the dress rehearsal and the productive cut-over.]	C	R
Technical SAP S/4HANA System Conversion		
Application related activities before and during system conversion (including inputs from SAP S/4HANA readiness check service) and SPDD adjustments	I	R
Ramp-down activities/backup	I	R
Technical System Conversion per specified system	R	I
Post conversion activities - SAP (e.g., SAP/DB profiles configuration, language supplementations, load generation)	R	I
Post conversion activities customer (e.g., import transports, functional transports/activities, authorizations related)	I	R
Testing (load, integration, regression, user acceptance)	I	R
Ramp-up activities	I	R
Post go-live technical basis support [This activity is limited to production systems only]	C	R

ix. Deliverables

x. SAP Deliverables of this Service Component

As part of the System Conversion for SAP S/4HANA Service Component specified in Section 1.2 above, SAP will provide the following Deliverables:

Deliverable
List of Customer specific pre-requisites in addition to those identified in this scope document.
Technical conversion execution plan
Documentation of the executed SAP S/4HANA System Conversion

xi. Acceptance Process

Deliverables are deemed accepted upon being provided to the Customer.

xii. Customer Responsibilities

The Customer has the following responsibilities, in addition to other Customer responsibilities defined throughout this scope document:

- Confirm completion of pre-requisites
- Latest available versions of the functional simplification item check reports should be implemented, assessed and actioned upon for each system in scope
- Consistency check (report (/SDF/RC_START_CHECK)) for all relevant simplification items should be executed, all action items (yellow warning messages and red error messages) have to be addressed until the re-run of the check shows no more errors.
- Any modification adjustments needed to conduct this System Conversion for SAP S/4HANA (SPDD/SPAU)
- Any necessary functional preparation activities such as customizing, resolution of inconsistencies, functional adjustments
- Any necessary functional activities identified during the technical conversion process
- Any necessary functional post conversion activities
- Sandbox should be created from a recent copy of Customer's Production System and the infrastructure for sandbox hardware, network and storage (both for source and target systems) should be ideally the same as that of production or similar to it.
- Execution of maintenance planner for stack file creation and downloading/provisioning of needed media for System conversion on sandbox host(s).

xiii. Assumptions

All SAP system conversion activities will be carried out remotely.

Except for productive cutover downtime, all system conversion activities will be performed during weekdays (Mon-Fri) and within normal working hours (0900 to 1700) of the SAP delivery location. Any requirement for shift (outside of normal working hours) or weekend (Sat-Sun) work for Non-Productive Systems or for uptime activities for a Production System, must be discussed and priced additionally.

xiv. Exclusions

Anything that is not explicitly mentioned as in scope shall be deemed out of scope.

Without limiting the foregoing statement, the following tasks are explicitly declared out of scope:

- All activities related to I-series/ZOS/AS400 platforms
- Optimizations on SAP HANA
- Any downtime commitment or usage of downtime optimization techniques such as such as NZDT, downtime optimized conversion, downtime optimized DMO
- Source operating system upgrades
- Source database upgrades
- Any training activities
- Any knowledge transfer sessions
- Any coaching roles
- ABAP code adjustments
- Any activity related to high availability / disaster recovery scenarios
- Handling/adjustment of Interfaces SAP/non-SAP, either on-premises or cloud solutions.
- Upgrading any connected SAP systems to maintain compatibility with SAP S/4HANA.
- All functional activities
- Authorization adjustments
- Testing activities
- Sizing and/or performance tuning
- All activities related to SAP Fiori, SAP screen personas, SAP GUI including its infrastructure
- Dual maintenance during project duration
- Scale out SAP HANA scenario
- Project management activities

xv. Definitions

1. **Interfaces:** technical objects to transfer information from one system to another, usually referring to objects that are not part of the SAP licensed Software. Examples of technology include SAP Process Orchestration and Intermediate Documents (IDocs).
2. **Software Update Manager:** software update manager (SUM) is the tool for the software maintenance of SAP systems. The Software Update Manager is part of the Software Logistics Toolset (SLToolset) and a multipurpose tool that supports various software maintenance processes, such as:
 - Performing release upgrades
 - Installing enhancement packages
 - Applying Support Package Stacks
 - Installing add-ons
 - Updating single components
 - Performing system conversions to SAP S/4HANA
3. **Database Migration Option:** database migration option (DMO) is a functionality within Software Update Manager which combines upgrade and migration activities together, in the same downtime window.
4. **System Conversion:** procedure to convert an SAP ERP Central Component 6.0 system to SAP S/4HANA using SAP's Software Update Manager (SUM) tool.
5. **Sandbox System:** a temporary SAP system used to demonstrate technical procedures, processes and example prototypes. Implementation work undertaken in a Sandbox System is typically not transported to other systems.
6. **Development System:** an SAP system in which initial configuration and build activities are completed. Implementation work undertaken in a Development System would be transported to a Quality Assurance System or Production System.
7. **Quality Assurance System:** an SAP system used for testing transported content from the Development System prior to transporting it to the Production System.
8. **Non-Productive System:** term used for denoting Development, Quality Assurance System(s) or other systems (eg. training) excluding Sandbox and Production System
9. **Production System:** an SAP system used to execute operational business processes.
10. **User Acceptance Test:** test undertaken by end users to acknowledge that the system operates according to the agreed design.
11. **Upgrade:** activities to move the Customer's On-Premises SAP Software to a more recent Software version
12. **SAP Activate:** a standard SAP methodology used for SAP projects.

Exhibit 3

To Order Form SAP Reference No. 305182982 effective June 3, 2024 (Order Form Effective Date)

Scope Document 2 – Employee Central Cloud Implementation

This Scope Document forms part of the Order Form.

Capitalized terms that are not defined in this document (section 9) have their meaning defined in the General Terms and Conditions (or alternatively the governing terms and conditions) or in the Order Form.

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1. SCOPE OF SERVICES

SAP will provide Services as defined herein to assist Customer with the implementation of the Customer's SAP Cloud Service.

2. Scope

The following items form the scope of the Services to be provided by SAP.

Scope will be reviewed during a validation workshop. SAP may consider requested changes to the scope to be a material change and therefore a signed Change Order may be required to accommodate requested changes to the Services.

SAP Cloud Service	Module / Scope Item	Employees \ External Workers	Operating Countries	Languages
SAP SuccessFactors	Employee Central	5,000	United States	English (US)

Employee Central

SAP will consider in scope the facilitation of the following items:

Core Human Resources

- - Enablement of Position Management including standard fields and configuration options.

- Position Management workflows supporting the following globally harmonized and defined processes:
 - New Position Creation
 - Position Update
 - Position Deactivation
- Integration of Position Management with Job Classification and Employee Job Info.
- Mass Update of Positions
- HR data with effective dating including Twenty (20) custom fields
- Pre-configured standard events to support HR transactions (hire, rehire, terminate, long term leave of absence, transfer, promotion, demotion, probation, job change, data change, job reclassification, pay rate change, position change, return to work). Other standard events
- Up to eight (8) Event Derivations are considered in scope on top of delivered event derivations
- Up to eight (8) 3 Step (approvals) workflows are considered in scope.
- Up to three (3) customer specific Foundation Objects & five (5) custom Metadata Framework (MDF) objects with one (1) Configurable User Interface (UI) are considered in scope.
- Setup / Creation of up to eight (8) customer user roles are considered in scope
- Employee and manager self service
- Employee Personal and Employment data with Effective Dating (where applicable) including standard localizations for the following areas:
 - National ID
 - Address Information
 - Personal Information
 - Biographical Information
 - Work Permit
 - Contact Information (Email, Phone)
 - Emergency Contacts
 - Dependents
 - Payment Information
 - Job Information
 - Job Relationships
 - Employment Details
- Recurring and Non Recurring Payment Information
- US localization-> English Only.
- Rules engine configuration for defaults/edits up to ten (10) rules (Exclude rules related to Add-ons). This includes one (1) Cross portlet rules and two (2) look-up tables
- Two (2) look-up tables. These tables can be used for example to store terminated employees for rehire purposes.

- Standard Employee Profile enablement (standard/predefined employee background elements/portlets).
- Standard delivered EC reports for cross-domain reporting global assignments (country transfer).
- Document generation (employment letters, proof of employment, bank statements) enabled with sample template and provide knowledge transfer to create additional templates.
- Alerts and notifications to monitor the events:
 - Contract end-date
 - Probation failed
 - New hire “no show”
- Position Org Chart to visualize the Position Hierarchy
- Company Structure Overview to visualize the hierarchy of Business Units, Divisions and Departments
- Document attachment functionality (PDF).
- Document Generation enabled with sample template.

Out of Scope

- Contingent Labor
- Concurrent Employment
- Global Assignment
- EC time off
- Global Benefits

3. Integration Scope

The following SAP standard integration points between SAP systems are part of the scope of the Services.

SAP Standard Integration Point	Source System	Direction	Target System	Details	Solution Scope from Section 1.1
Employee Data	SuccessFactors	>	SAP S4/HANA	Employee Master Data	Employee Central
Organizational Data	SuccessFactors	>	SAP S4/HANA	Organizational Data	Employee Central
Cost Center	SAP S4/HANA	>	SuccessFactors	Cost Center Master Data	Employee Central

- Business Requirements Document (BRD) is the responsibility of the customer.
- Only integration listed above is in scope.
- The above standard integrations documentation is available at https://help.sap.com/viewer/p/SAP_SUCCESSFACTORS_EMPLOYEE_CENTRAL_INTEGRATION_TO_SAP_BUSINESS_SUITE and <https://help.sap.com/viewer/p/SFIHCM>. The scope of this work described here is limited to configuring and enabling the standard integration.
- All activities on customers on premise (including SAP ERP/S4 on public/private cloud) systems will be customer's responsibility. Customer's IT, BASIS, ABAP and SAP functional consultants will take on implementation responsibilities.
- Remote access need to be provided to SuccessFactors project members to for verifying end points, communication and for guidance during implementation.
- Remote functional and technical consulting support will be provided by SAP resources to implement integration in accordance to the implementation guide available at the above link.
- The scope of this engagement is limited to implementing the standard integration. The Customer will be responsible for documenting and implementing extension or customization requirements if any.
- Consulting support for extensibility features supported by standard integration is included and will be on time & material basis.

SAP SuccessFactors Custom Integrations

The SuccessFactorsPlatform allows for transport and transformation of data between SuccessFactors and third party applications and is generally used to handle more complex integration requirements. This section describes the SAP and Customer responsibilities for the design, development and implementation of the interfaces referenced in the matrix below.

Name	Complexity	Details	Implementation Owner
Two (2) Medium Complexity Interfaces	Medium – SAP Integration Suite	Employee Data	SAP

SAP will perform the following integration activities related to the integration listed in the table above:

- **Integration Architecture Workshop:** Initiates the Integration project for all integration development. Includes definition of detailed Integration Landscape, identification of Integration complexity along with validation of scope to be in line with the above integration table, establish network connectivity and data transfer methods and build future state Architecture Diagram for the current project scope.
- **Analysis:** SAP provides the Business Requirement Document (BRD) template to the Customer to conduct an analysis of the interfaces identified in the table above. SAP will request sign-off of the requirements scope before moving onto the Design phase.
- **Develop & Implement:** SAP will develop the SuccessFactors components of the interfaces identified in the table above and log all changes to scope. Scope changes will require a sign off from both customer and SAP project management before taken up for development. SAP will log all issues in the Technical Design document along with resolution dates and time impacts. SAP will conduct SuccessFactors unit testing during this phase.
- **Testing:** SAP will provide support to identify any scope changes or resolution of issues. SAP will provide support migration of code and settings at the completion of testing cycle.
- **Transition:** SAP conducts a web-based review session for interfaces that are delivered by SAP as part of the scope.

Customer will perform the following integration activities:

- **Analysis:** Develop Business Requirements Documentation for the interfaces identified in the table above. Provide all business and process subject matter expertise. Coordinate all activities with the third party providers.
- **Design:** As appropriate, SAP and Customer will jointly develop and define maps, processes, connections, business rules, process diagrams, and other documentation.
- **Configure & Implement:** Customer is responsible for making all configurations in third party systems required to implement the jointly agreed upon design. Customer will also conduct unit testing during this phase for said systems.
- **Testing:** Customer is responsible for creation and execution of all service and user acceptance test plans. Customer Technical Lead must lead the end-to-end testing process and lead the execution of all required test cases. Following the completion of all successful test scenarios, the Customer will be responsible for migrating all integration processes into production.
- **Post Implementation:** Customer is responsible for the deployment, ongoing monitoring and required maintenance of the integration processes.

Integration Scope Assumptions:

- All interfaces to be built by SAP will use SAP Integration Suite or SF Integration Center and will be hosted by SAP.
- SAP will be responsible for leading integration activities as outlined above. Third party vendors are responsible for managing integration activities associated with their implementation.
- SAP will schedule and lead integration status meetings related to the integration activities outlined above.

No other integration points are deemed to be within the scope of this project. Incremental costs associated with third party software and/or professional services from any such third party providers or others are not included in the scope of this project.

Assumptions on Integrations Complexity

Integration Center

- Up to 50 fields are supported
- Header and footer are supported and can include calculated/dynamic information supported by integration center are supported
- Calculated fields are supported up to a maximum of 5 calculations.
- Up to 5 transformations supported by integration center are included
- Follows project timelines

Medium Complexity - SAP Integration Suite

- Uni-directional data flow
- 3 to 5 files/destination APIs to be exchanged /produced
- Average of 5 to 10 simple transformations
- Average up to Thirty (30) data elements combined
- Up to Three (3) SuccessFactors source APIs

4. Workflows, Reports, Interfaces, Conversions, Enhancements / Extensions and Forms

No Workflows, Reports, Interfaces, Conversions, Enhancements / Extensions, or Forms will be created or delivered within the scope of this Service. Standard SAP code will be neither modified nor extended.

The following Workflows, Reports, Interfaces, Conversions, Enhancements / Extensions and Forms have been identified as part of the scope of the Services.

5. Data Migration Scope

Data Migration Scope of Master Data	In Scope for up to these number of records
Employee Central – (Up to twelve (12) months of history from go live date)	10,000

SAP will perform the following activities

- Hold Data Migration Workshop to discuss Architecture and Strategy
- Assist in Defining Employee Central Data Strategy – Foundation and Employee Data
 - Discovery of Data Migration sources
 - Business requirements for data history
 - Data Migration Tool selection
 - Data Migration Plan
- Review data migration plan and provide feedback.
- Support mapping SAP HCM data structure to Employee Central – Core HR data structure(s)
- Troubleshoot issues related to data migrations and downstream impacts to SAP SuccessFactors
- Support setup of Infoporter in SAP HCM and Employee Central systems for Data Migration activities
- Load Transformed data to Employee Central

Customer will be responsible for:

- Define Employee Central Data Strategy – Foundation and Employee Data
- Define Data Migration Plan
- All data transformation and data cleansing activities
- Specify Business drivers for customizations
- Socialize business process changes impacted by data
- Review Data Migration Architecture
- Assess data migration impact on integrations and drive changes
- Install Data Migration Add-ons in SAP HCM

- Setup Network and Application security to support data migration
- Refresh SAP HCM Quality Assurance environment with SAP HCM Production Data
-

Standard Data Migration

- SAP will assist/clarify issues specific to the Data Import templates and is not responsible for validating the quality of any data loaded.
- Loading of Data In the PRODUCTION instance: as part of the cut-over to be executed in the “Deploy” phase will be completed by the Customer.
- No data loads are planned in the EXPLORE instance which will be delivered by SAP with sample data to support the “Explore phase”.

Objects in scope for the data migration are the following:

Foundation and Generic Objects

- Legal Entity
- Business Unit
- Division
- Department
- Cost Center
- Location
- Location Group
- Corporate Address
- Geozone
- Job Classification
- Job Function
- Pay Group
- Pay Grade
- Pay Range
- Pay Component
- Pay Component Group
- Payscale Area
- Payscale Type
- Payscale Group
- Payscale Level
- Pay Calendar & Period

Employee Data:

- National ID
- Address Information
- Personal Information
- Biographical Information
- Work Permit
- Contact Information (Email, Phone)
- Emergency Contacts
- Dependents
- Payment Information
- Job Information and Organizational Information
- Job Relationships
- Employment Details
- Compensation Information

6. SAP Cloud Service releases

SAP Cloud Service	The functionality and configuration settings are based upon the following release version:	Module	Number of Tenants
SAP SuccessFactors	The most current release at start of implementation	Employee Central	Three

Customer must go live at the release version of the SAP Cloud Service generally-available as of the actual go-live of the Service. It is common that at least one semi-annual update will be released for general availability during the duration of the Services. In that case a change order will be required to perform any additional planning and configuration required to support the updated release.

7. APPROACH AND RACI

SAP will follow the applicable parts of the SAP Activate methodology which has the following phases.

1. **Prepare:** After Customer has become familiar with the Cloud Services during a prior discover phase, the Services are formally initiated and the schedule, project plans and resources are agreed. The SAP development system is requested and created.
2. **Explore:** Workshops are conducted to perform a Fit-to-Standard analysis so as to validate the solution functionality included in the project scope and confirm the business requirements can be satisfied. Identified gaps for delta scope are added to the backlog for use in the next phase, specifying and providing any necessary change orders as applicable. The test system is requested.
3. **Realize:** The Customer-specific business scenarios and process requirements are built incrementally through a series of configuration and test iterations, including agreed delta scope. The Test system is set up. The test approach and any knowledge transfer are executed, and the Customer User Acceptance Testing is completed. The cutover is planned, and the production system is requested.
4. **Deploy:** Final checks are made before the cutover to production system. End users are trained, and ongoing support is put in place by the Customer. Business operations are switched to the P-system and the implementation services are closed.

Customer acknowledges and agrees that failure on the part of Customer to meet or fulfil any of the specified Customer responsibilities or requirements in this document might result in a delay in the estimated schedule and/or a Change Request for additional SAP resources, an increase in fees and/or a change in the schedule.

SAP and Customer agree the following responsibility matrix of activities per phase.

- **Responsible (R):** Charged with performing the activities. A mutually agreed project plan may define further details at the work unit level.
- **Accountable (A):** The Customer has overall accountability for its implementation and all the activities identified below. Hence, Accountable (A) does not appear for the activities below.
- **Consulted (C):** Provides input on how to perform the activity and supports the execution of the activity.
- **Informed (I):** Provided with information.

Activity	SAP	Customer
Cross Phase Tasks		
Maintain and update relevant project management documents that relate to SAP tasks and closely related customer tasks, e.g. project charter, project plans, risk and issue logs and status reports	R	C
Maintain and update relevant project management documents that relate to customer tasks and tasks that integrate with other customer initiatives, e.g. project charter, project plans, risk and issue logs and status reports	C	R
Organizational change management activities, training and knowledge transition activities. Organizational change management includes, but is not limited to the following: communication plan, organizational transition plan, business readiness for go live, design and rollout of end-user training, coordination with remote sites, and project communication to the company.	I	R
Address questions or issues raised to Customer from the project team (either SAP or Customer resources) promptly so as avoid impact to the Project including quality, scope cost and schedule.	I	R
Prepare Phase		
Carry out preparatory steps as needed to start execution of the Service by SAP, e.g. staffing SAP consultants, reviewing SAP project scope, etc.	R	I
Carry out preparatory steps as needed to perform the Services.	C	R
Prepare a project schedule of SAP tasks and closely related customer tasks.	R	I
Prepare a project schedule of customer tasks, e.g. communications, change management, internal reviews. etc.	I	R
Prepare a recommended project structure including key roles and templates.	R	C
Confirm project structure.	I	R
Prepare the kick-off workshop including presentation, schedule and list of participants.	R	C
Perform a detailed check to confirm the prerequisites for the start of the Services are met.	R	C
Customer Project Manager obtain access information to all purchased environments and provide information to the SAP Project Manager.	C	R
Create access ids for Customer key users and SAP team members in the Development, Quality Assurance, Test and Production Environments.	C	R
Customer Team Self-Enablement	I	R
Review the applicable SAP Cloud Service-learning materials.	I	R
Hold Project Kick-Off: Communicate the delivery approach for SAP: project objectives, structure, roles and responsibilities, schedule, communication standards, change request process and decision-making process.	R	C
Provide overview of the business processes included in the Service scope.	R	I
Explore Phase		
Validation Workshop		
Organize validation workshop.	C	R
Demonstrate/Identify business scenarios and highlight configuration decisions.	R	C

Activity	SAP	Customer
Select Customer Defined Options (configuration settings) as listed in section 1.1. SAP will assist the Customer with the selection of these options through Fit-to-Standard workshops. Customer to confirm the selections in writing within five (5) business days after the completion of the validation workshop.	C	R
Confirm list of SAP standard Workflows (alerts), Reports and Forms.	C	R
Identify proposed list of changes in scope. Any delta scope will be identified, but analysis and definition of delta scope would be undertaken under Change Request.	R	C
User Access and Security		
Review the available standard SAP authorization roles and map them to Customer's user roles.	C	R
Integration Prerequisites Confirmation		
Confirm integration requirements.	I	R
Create Business Requirements Documentation	C	R
Create integration specifications for in scope integrations	R	C
Data Load / Data Migration Preparation		
Provide the templates and instructions for data loading.	R	C
Prepare the required system data (both master and transactional) and develop the programs to extract the data from existing systems into the specified file formats. Execute data cleansing to remove duplicates and deal with inconsistencies.	C	R
Realize Phase		
Configuration		
Configure the Customer Defined Options	R	C
Enable Workflows (alerts).	R	C
Unit Test Customer Defined Options.	R	I
Reports		
Enable Customer on standard SAP Reports.	R	I
Test standard SAP Reports.	C	R
Interfaces		
Set up and unit test in scope Interfaces.	R	C
Create and upload sample data necessary for testing.	C	R
Execute end-to-end testing.	C	R
Knowledge Transfer Workshops: Provide knowledge transfer / solution walkthrough of Customer Defined Options / Configuration Settings	R	I
User Training Strategy and Plan		
Conduct learning needs analysis.	I	R
Develop the detailed user training plan.	I	R
Switch to Test Environment		

Activity	SAP	Customer
Import the solution, automated and manual steps, into the Test Environment	C	R
Set up user IDs for project team members in the Test Environment	I	R
Test Solution Preparation		
Finalize the Customer's testing approach and test plan.	C	R
Customer will develop test scenarios and test scripts for testing. Customer can evaluate the re-use of content from SAP's unit test scripts.	C	R
Set up Customer Data / Data Load		
Load and set up data for testing.	C	R
Address agreed incidents/ material defects found during the loading that are related to SAP Service scope and activities performed by SAP.	R	C
Address defects which are related to Customer responsibilities.	I	R
Set up Customer Authorization Profiles for Users		
Set up user authorization profiles for testing.	C	R
Test Solution – User Acceptance Testing / Integration Testing		
Execute test, manage test status and produce test report; document and prioritize all testing issues/defects encountered.	C	R
Address material defects within SAP's scope of Services found during the testing	R	C
Address non-conforming results which are related to Customer responsibilities.	C	R
System User Roles and Authorization Administration		
Set up procedures for maintenance of users to roles and mapping roles to authorizations.	C	R
Technical Operations and Handover Plan		
Create support processes for the Go Live and on-going support thereafter.	C	R
Cut over Plan		
Prepare the cut over plan for SAP tasks.	R	C
Prepare the cut over plan for Customer tasks.	C	R
Production Environment Setup		
Obtain the access information for the Production Environment and provide to the SAP Project Manager.	I	R
User Training		
Prepare user training materials and documentation.	I	R
Organize and deliver user training.	I	R
Establish and communicate the internal support process to the users.	I	R
Deploy Phase		
Switch to Production		
Import the solution into the Production Environment.	I	R

Activity	SAP	Customer
Map user roles to SAP authorizations. Set up access for users and assign them to appropriate roles.	I	R
Execute data load / data migration into the Production Environment.	C	R
Execute all other cut over activities.	C	R
Delivery to Support Handover		
Collaborate on delivery-to-support handoff	C	R
Go-Live Support		
Provide go-live support.	R	C
Provide post go-live support after agreed hyper care period	I	R
Hand Over Deliverables		
Hand over the Deliverables to the Customer Project Manager.	R	C

8. Estimated Schedule

The current estimated schedule provides provisional durations per phase as follows.

This high level implementation timeline reflects dates used to determine the resource estimates for the Project during the discovery activities undertaken by SAP and Customer.

Estimated Schedule for Phase	Estimated Duration (Weeks)
Prepare	2 weeks
Explore	12 weeks
Realize	20 weeks
Deploy	4 weeks
Run	2 weeks

9. Organization

10. SAP Team

The key SAP roles are as follows:

SAP Team	Level of Involvement
Delivery Executive	Single resource. Part-time primarily offsite.
Project Manager	Single resource. Part-time primarily offsite.
Associate Project Manager	Single resource. Part-time primarily offsite.
Solution Architect	Single resource. Part-time primarily offsite.
Employee Central Lead	Single resource. Part-time primarily offsite.
Employee Central Consultant - Nearshore	Single Resource. Part-Time Located Off-Site

SAP Team	Level of Involvement
Employee Central Consultant-Offshore	Multiple Resources. Part-Time Located Off-Site

Normal working hours for SAP staff who reside in the United States or Canada are from 8:00AM to 5:00PM Monday through Friday, excluding US and Canadian holidays observed by SAP. The effective time zone is determined by the SAP staff's home office location (if working remotely), or by the Customer's office location (if SAP staff is working on-site at that office location). Occasional exceptions may be permissible, at the discretion of SAP, in the event of urgent or extenuating circumstances, or in the event of major project milestones such as go-lives. Requests for SAP staff to work outside of normal working hours must be submitted at least five business days in advance. Exceptions to the five-business day notice may be granted under urgent or extenuating circumstances, at the discretion of SAP.

11. **Customer Team**

The Customer team will include the following roles. Customer team is assumed to be available to complete Customer activities.

Customer Team	Description	Level of Involvement
Project sponsor	Ultimate decision maker on scope, priorities, budget and changes issues. Responsible for the product backlog. Active advocate for the project towards internal stakeholders.	Single resource.
Project Manager	Management of resources, resolving issues, project plan, project status and decision making process through the steering committee.	Single resource. Full-time.
Business Lead (Decision Maker)	Responsible for business processes, approves the solution and is the key liaison between the project and the business.	
Business Subject Matter Experts	The subject matter expert represents the business and will be involved in issue resolution and data migration.	Multiple resources. Part-time.
Nominated End Users for Testing and Training	System end users that join the project to undertake testing and training.	
IT Development and Reporting	Delivers on testing strategy/plan; performs integration design and build; authenticates SSO; executes data migration, custom reporting and testing	
Marketing / Communications [DRAFTING NOTE: This role is a mandatory requirement for Recruiting Marketing Projects]	Provides logo graphics and access to brand guidelines, approves mock up, copy and graphics	5 – 10%
Org Change Mgt (OCM)	Responsible for the framework for managing the effect of new business processes, changes in organizational structure or cultural changes within an enterprise by addressing the people side of change management.	100%

Customer Team	Description	Level of Involvement
System Administrator(s)	Participates in all project phases and ongoing; attends administrator and reporting training; assumes system administration responsibilities post launch	30 – 50%
System Lead	Participates in all project phases and ongoing; attends administrator and reporting training; assumes system leadership responsibilities post launch. Primary HR Business Process contact who aligns with other internal systems and understands the entire SuccessFactors suite implementation. Coordinates and aligns System Administrator(s). Acts as counterpart to the SuccessFactors Solution Architect during the implementation.	30 – 100%

12. Governance

Customer and SAP agree that it is necessary to have a governance structure and processes in place to support execution of the Services.

A specific governance structure will be finalized during the Prepare phase.

Customer and SAP will work cooperatively during the Prepare phase to establish a Project Management Office (PMO) and project and program governance model. SAP and Customer agree to use the model and guiding principles described below as a starting point.

SAP will provide project management documents, e.g. project plans, status reports for SAP Services and Customer will review and confirm those documents. If SAP undertakes a PMO role, SAP will track issues but SAP and Customer each remain responsible for identifying and managing their respective issues.

SAP and Customer will implement the following meeting schedule to address project management and governance:

Meeting	Frequency	SAP Attendees	Customer Attendees
Progress Meeting	Weekly	SAP Project Manager Solution Architect Team Leads as required	Customer Project Manager Business Process Manager Product Manager
Issues/Risk Meeting	Weekly	SAP Project Manager	Customer Project Manager Product Manager
Steering Committee	Bi-Monthly	SAP Delivery Leader SAP Project Manager	Product Manager Customer Project Manager

The Customer will appoint a Project Sponsor / Product Manager who will act as key decision maker on scope, priorities, budget and changes and decide upon the backlog items prioritization.

The Project Management Office will have shared participation by SAP and Customer.

Project governance will require the establishment of a formal structure including an executive steering committee, a Business advisory council, a Project Management Office and a structured project team.

The governance structure is underpinned by the following key principles:

- The intent of the governance structure is to provide: (a) visibility of project progress (b) interaction between the parties to address issues; and (c) visibility of any elements of the project which may impact either party's ability to perform its duties.
- The governance structure is intended to facilitate close working relationships between SAP and Customer and may involve any third parties of SAP or Customer whose actions affect SAP ability to perform the Services.
- Customer will be responsible for bringing to the project, an understanding and the ability to navigate the Customer environment (business and cultural) critical in the structuring and administering of the Project Management Office.
- Each party recognizes that the governance structures may evolve over time as the relationship matures and that any changes made to the governance structure shall be made in accordance with the change control procedure.
- The relationship will be maintained at a peer to peer level between Customer and SAP via scheduled and structured meetings and informal communication.

- Day-to-day issues shall be addressed by regular interactions between relevant individuals within each work stream and work stream managers. Governance meetings shall focus on reviewing overall progress against objectives, managing escalated risks and resolving escalated issues.
Each decision made by a steering committee that would result in a change to this contract comes into effect once the relevant change has been agreed via a Change Request
- All defined governance meetings shall have a pre-defined formal agenda and minutes must be recorded after each meeting. The party who is running or organizing that meeting shall be responsible for creating a formal agenda and recording and later distributing minutes of the meeting.
- The nominated representatives from Customer and SAP may appoint or delegate a substitute who will have the authority to act on their behalf; both SAP and Customer will take all reasonable steps to maintain continuity of their respective personnel within the governance structure.
- Members of each governance body, and all attendees of governance meetings, whether scheduled or ad hoc, should be of appropriate seniority and with appropriate levels of empowerment to take necessary decisions and actions.
- Meetings of the various bodies within the governance structure may be held both in person and by telephone conference as agreed in advance between the parties from time to time. However, depending on the agenda the parties recognize that some meetings shall require physical presence and where this is required, the venue for the meetings shall be at the project's premises unless agreed otherwise between the parties.

SAP and Customer agree to use a four-tier framework for strategic governance at executive and program management levels. SAP will provide project and program management utilizing SAP Best Practices and templates to facilitate this process.

13. Escalation and Issue Management

In the event that any issues are not addressed by the responsible team the Customer and SAP shall be entitled to escalate such issue in accordance with the table below:

SAP representative	Customer representative	Time goal (not binding) for each level to address the dispute before escalation to the next stage.
SAP Project Manager	Customer Project Manager / Product Manager	1 Business Day
SAP Delivery Leader	Customer Executive Sponsor	2 Business Days

14. SAP Deliverables

The following table lists the SAP Deliverables.

Deliverable	Deliverable Description	Completion Criteria
Project management plan	Document describing the project management approaches, standards and procedures by which the SAP Services components will be managed.	Project Management Plan for SAP Services Delivered to Customer
Functional specification(s)	SuccessFactors Workbooks per applicable module(s)	Workbooks completed
Instance Strategy	Document outlining the SAP SuccessFactors instance strategy to support the implementation	Instance Strategy Document Completed
Configured and unit tested baseline solution	Conduct the solution walkthrough session(s) and handover of the configuration workbook(s)	Handover of the final configuration workbook(s)
Configuration in the Test Environment	Agreed configuration in the Test Environment ready for User Acceptance Test	System ready for User Acceptance Test.
Cutover Plan	Document describing the Cutover plan for SAP Services	Cutover Plan Completed

15. General Customer Responsibilities

Customer has the following general responsibilities.:

- Ensure that Customer team members are knowledgeable about the solution being implemented and define their training approach and schedule. Ensure that key users are available for all workshops and activities as needed.
- Minimize the change in personnel throughout the duration of the Service.
- Manage the Customer's third-party service providers.
- Supply SAP with the names and contact information of key Customer and third-party resources.
- Organizational change management activities, training and knowledge transition activities which include, but are not limited to the following: communication plan, organizational transition plan, business readiness for go live, design and roll-out of end-user training, coordination with remote sites, and project communication to the company.
- Provide SAP (and Customer team members) with adequate work space as necessary for the duration of the Services. Necessary identification material (badges, passes, cards, etc.) need to be provided. The meeting rooms should include - if needed – projectors, printers, scanners, copiers, file storage and miscellaneous office supplies. Sufficient temporary desks, or "hot desks", must be made available to enable each on-site SAP resource to have a desk. This includes necessary access to such buildings and systems during and after normal business hours, on weekends, and on holidays. Limitation of SAP access during these times may reduce SAP's ability to maintain the proposed schedule. No SAP employees will have an office on the Customer's premises with keys that provide exclusive use of the office to SAP.
- Be fully responsible for technology infrastructure that is On Premise or hosted by a third party. This includes but is not limited to SAP infrastructure, network and system administration, security, periodic backup and restore activities as required, and server and storage hardware. These systems shall be available throughout the Service according to the project schedule.
- Ensure that a consistent, stable, and fast SAP remote support connection/service connection is available between SAP and the Customer at the required times.
- Provide SAP with the necessary authorizations for onsite and remote access to Customer's systems.
- Allow the use of SAP laptops and mobile devices on Customer's network to SAP's network via SAP's Virtual Private Network (VPN) protocols; otherwise, Customer will provide PCs and/or laptops with the Microsoft Office Suite and e-mail capability for the SAP team. Laptops and/or PCs provided by Customer must have the latest virus protection software.
- Provide technical advice regarding any third-party systems to which the team will have access.
- Customer is responsible for the acts, omissions, and defects of parties that Customer contracts or instructs to perform Customer's duties (notably other third parties not engaged by SAP as if they were Customer's own acts, omissions, and defects. As between SAP and Customer's other, third-party contractors, such other contractors are therefore parties performing duties on Customer's behalf.
- Performance by Customer of its collaborative duties in this contract is a primary contractual duty and is a necessary precondition for the proper performance of SAP's duties.

16. Assumptions

- If the Services have not started within two (2) months of the Estimated Start Date as set forth in the Order Form, then a Change Order may be required for Services to be carried out or SAP has the right to terminate the Services without liability.
- SAP may require up to three (3) weeks to assemble a team. SAP reserves the right not to start the Services until SAP has assembled a team.
- No more than twenty (20) business days of workshops will be undertaken during the Explore phase.
- SAP will execute integration testing for up to ten (10) continuous business days which will not exceed ten (10) SAP person days.
- SAP will provide up to five (5) continuous business days of knowledge transfer to project team members to a maximum of five (5) SAP person days.
- No more than ten (10) Customer project team members will attend the knowledge transfer workshop.
- SAP will assist the Customer with User Acceptance Testing for up to fifteen (15) continuous business days which will not exceed ten (10) SAP person days.
- No more than ten (10) Customer persons will execute User Acceptance Testing.
- SAP will provide up to ten (10) continuous business days of go live support to a maximum of ten (10) SAP person days, remotely. Go live support will begin when the technical cutover has been executed by Customer, unless a different date is agreed upon through the approval of a Change Order. Cutover to Production is expected to be executed by Customer within two (2) months after knowledge transfer has been completed. Production validation by Customer is considered part of the period of go live support.

- The project language is English, and all documentation will be prepared in English. Project meetings will be held in English and Change Requests and minutes will be prepared in English.
- The full scope of the Service is to be deployed during a single user rollout cycle.
- SAP may use certain software and tools (all referred to as Tools herein) for its work, for which the rights are not already regulated through a software license agreement. All title to and rights in Tools, including without limitation copyright and rights of authorship, remain with SAP or SAP SE. These Tools may be copied to Customer's system and Customer is granted non-exclusive rights to use Tools for the term of and solely for the purposes related to the Service. No other use, including the creation of further copies or use on another system, is permitted. Tools and all permitted copies of Tools must be deleted at the end of the Service. If at SAP's sole discretion Tools are left on the system for documentation purposes, Customer is not permitted to use Tools for any other remaining purpose except documentation. Such Tools are on an as-is basis with no warranty. SAP will not support or enhance the Tools beyond what is provided during the term of the Service.
- All supporting documentation will be developed using industry standard personal computers/laptops using Microsoft Office applications (Word, Excel, MS Project, Visio and PowerPoint) or other mutually agreed documentation tools.
- For the avoidance of doubt, Customer will primarily be responsible for correcting non-conforming results, which are related to Customer responsibilities, and SAP will primarily be responsible for correcting Material Defects, which are related to the agreed SAP scope and activities performed by SAP, provided that the other party will support when needed.

17. Exclusions

Any items or services not defined as in scope for this Service are deemed out of scope, including, but not limited to the following exclusions:

- Deliverables not explicitly described in this Scope Document.
- An analysis of as-is business processes.
- Programs or content to migrate data from legacy systems.
- Data cleansing or data clean up.
- Coordination of work required from Customer's third party vendors.
- Formalized training on the SAP Cloud Service for project team members or training for users. This would be included in a separate Scope Document for Education Services. Knowledge transfer does not replace training.
- Content for end user training.
- The development of new functionality, extensions or co-innovation.
- Verification and validation testing processes that may be required by regulatory, industry or governmental requirements.
- Developments that modify the standard SAP Software source code.
- Implementation of any solution or integration scope not explicitly mentioned in this document.
- Implementation on any additional servers not explicitly mentioned in Section 1.1 of this document
- Customer specific authorizations roles and security concepts. SAP will use the standard authorization content provided with the SAP Cloud Service.
- Custom developments and software developments.
- Any changes required because of pre-existing Customer specific enhancements or developments.
- Any changes required because of quality or values of Customer's master and transactional data.
- Unit testing in any other environment besides the environment where the initial configuration was completed.
- Testing using more than one application language. Only content in English will be tested.
- Interfaces to third party or to legacy systems not defined.
- Creation or change of print forms.
- Reports that are not in the SAP standard application or modifications to these standard reports.

18. Definitions

1. **On Premise:** solution hosted on servers owned and managed by the Customer or its nominated service providers and located at the Customer's or the Customer's service provider's own facilities.
2. **SAP Cloud Service:** means any subscription based, hosted, supported and operated distinct on-demand solution provided by SAP under an applicable Order Form.
3. **SAP Best Practices:** SAP's predefined business processes, configuration content and documentation for SAP Software. SAP Best Practices may be used as the basis for SAP implementation activities.

4. **Rapid-Deployment Solution:** packaged content that provides a predefined scope, delivery approach and SAP Best Practices business processes and configuration to accelerate the deployment of SAP software.
5. **Engineered Service:** a service delivered by SAP that has a predefined scope, delivery approach and accelerators.
6. **SAP Activate:** a standard SAP methodology used for SAP implementation projects.
7. **Workflows:** a workflow is a sequence of connected steps triggered by an event to automate a process such as a document approval.
8. **Reports:** technical objects designed to deliver business figures or reports with no change to application data.
9. **Interfaces:** technical objects to transfer information from one system to another, usually referring to objects that are not part of the SAP licensed Software.
10. **Conversions:** technical objects used to migrate data to SAP systems during the Service.
11. **Enhancements:** changes to SAP functionality using development objects specifically provided for Customer changes.
12. **Extensions:** customer-specific additions to functional capabilities of the SAP Cloud Service. Such extensions do not modify the Cloud Service as licensed under the applicable SAP Cloud Service agreement.
13. **Forms:** printed or electronic forms containing formatted information from SAP applications.
14. **Sandbox Environment:** a temporary SAP system environment (sometimes called realm, platform or tenant) used to demonstrate processes and example prototypes. Implementation work undertaken in a Sandbox Environment is typically not moved to other environments.
15. **Development Environment / Starter system:** an SAP system environment (sometimes called realm, platform or tenant) in which initial configuration and build activities are completed. Implementation work undertaken in a Development Environment would be moved to a Quality Assurance Environment and/or Production Environment.
16. **Test Environment:** a SAP system environment (sometimes called realm, platform or tenant) used for configuration and/or testing content from the Development Environment prior to moving it to the Production Environment.
17. **Production Environment / P-system:** a SAP system environment (sometimes called realm, platform or tenant) used to execute operational business processes.
18. **User Acceptance Test:** test undertaken by end users to check that the system fundamentally operates according to the agreed scope.
19. **Foundation Object:** are used to set up data that can be shared across the entire company, such as job codes, departments, or business units. Foundation objects are sometimes referred to as "foundation tables".
20. **Event Derivation:** are rules that define the event reason according to what change is done to an employee's data, so that the system automatically selects the appropriate event reason. Depending on the event reason, the employee status is updated, if necessary. These rules are for Job Information and Compensation Information only.
21. **Business Rule:** Business rules are a way to add application logic to determine the outcome of a change made to particular data in the system. This means that business rules can be set up to trigger certain actions when data is added, changed, or deleted from the system.
22. **Metadata Framework (MDF):** Allows you to easily extend existing Employee Central entities and build Employee Central customer extensions. MDF allows you to customize customer objects and related application logic as needed to meet the customer's needs. With MDF, you can create and manage database object definitions, object relationships, and object hierarchy. MDF is tightly integrated with workflow, rules engine, and reporting. MDF also integrates with role-based permissions (RBP) — the recommended security layer for SAP SuccessFactors HXM Suite. This means you can leverage RBP roles to secure the customer's objects and data.



Exhibit 4

To
Order Form
SAP Reference No. 305182982
effective June 3, 2024 (Order Form Effective Date)

Change Request Procedure
Effective Date of Change Order: _____

1. Describe the requested change:

2. Define the impact, if any, on existing Services and/or Deliverables (if any):

3. Define additional Services required as a result of the requested change, if any:

4. Define the impact, if any, to the existing Project plan. Provide an updated Project plan if appropriate.

5. Provide an updated Services and payment schedule, if appropriate.

Accepted by:
SAP Public Services, Inc.
(SAP)

By: _____

Printed Name: _____

Title: _____

Date: _____

Accepted by:
Brevard County
(Customer)

By: Frank Abbate

Printed Name: Frank Abbate

Title: County Manager

Date: 4/23/2024

**Order Form
for SAP Cloud Services**

Between **SAP Public Services, Inc.**
 3999 West Chester Pike
 Newtown Square, PA 19073
 United States
 ("SAP")

And **Brevard County**
 2725 Judge Fran Jamieson Way
 Viera, FL, 32940
 ("Customer")

Customer ID: 327514
Case ID: 3062672147

1. EFFECTIVE DATE

- 1.1. This Order Form as issued by SAP is a binding offer by SAP. It only becomes effective upon SAP's receipt of this Order Form signed by Customer ("**Effective Date**") on or prior to 04/30/2024.

2. CLOUD SERVICES

2.1. Cloud Service Order and Support

- 2.1.1. Customer subscribes to and SAP will provide the SAP cloud services during the Subscription Term in accordance with the Usage Metrics and volume each as set forth in Schedule 1 ("**Cloud Services**").

- 2.1.2. Unless otherwise stated in Schedule 1 or in the applicable Supplement, SAP will provide Customer with "SAP Enterprise Support, cloud editions" for the Cloud Services as set forth in the Cloud Support Schedule.

2.2. Subscription Term

- 2.2.1. The initial subscription term for the relevant Cloud Service will begin on the Product Start Date and will be effective until the Product End Date as set forth in Schedule 1 ("**Initial Subscription Term**"). If there are different consecutive Product Start Dates and Product End Dates set forth in Schedule 1 for the same Cloud Service, the initial Subscription Term will run from the first Product Start Date to the last Product End Date for such Cloud Service.

- 2.2.2. Unless the Supplement states otherwise, the Initial Subscription Term and any renewal Subscription Term will automatically renew for terms of 12 months ("each a "**Renewal Subscription Term**"). Auto-renewal will not occur if Customer notifies SAP at least 1 month or SAP notifies Customer at least 6 months prior to the end of any Subscription Term of its intent to not renew the Order Form.

3. PAYMENT TERMS AND INVOICING

- 3.1. Customer shall pay all fees due to SAP in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, et seq. within 45 days of date of invoice. All payments due and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. SAP must invoice Customer for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month is considered as 1 month in computing interest. Unpaid interest is compounded monthly. For the purposes of this section, the term "1 month" means a period beginning on any day of one month and ending on the same day of the following month. Customer purchase orders are for administrative convenience and not a condition of payment. Payment is not dependent upon completion of any implementation or other services.

- 3.2. Unless the Supplement states otherwise, fees for the Cloud Services and Cloud Credits will be invoiced by SAP and paid by Customer yearly in advance. SAP will deduct fees or invoice Customer monthly in arrears for use of the Active Cloud Services in the preceding month as further set out in this Order Form.
- 3.3. The fee for the Initial Subscription Term is set forth in Schedule 1 as Total Net Fee. SAP may increase the Cloud Services fees in accordance with this Order Form.
- 3.4. If applicable, fees for non-recurring services will be invoiced by SAP on a one-time basis and paid by Customer upon commencement of the first Product Start Date.
- 3.5. Customer shall reimburse SAP for all appropriately documented travel and related expenses pre-approved by Customer and incurred by SAP in performing any support for the Cloud Service.
- 3.6. SAP may provide invoices to the email address provided by Customer below as main contact.

4. AUTHORIZED ADMINISTRATORS

- 4.1. Customer contacts for order confirmation and system notices are:

Main contact name:	Lois Boisseau
Main contact e-mail:	lois.boisseau@brevardfl.com
Technical administrator name:	Suyapa Cerrato
Technical administrator e-mail:	Suyapa.Cerrato@brevardfl.gov
- 4.2. The following token can be used by Customer to select a different or additional Technical Administrator and gain access to SAP support web sites:
User Onboarding Token: da16eaf2-2de3-44fd-9782-99292db19bf7
User Onboarding Website: <https://account.sap.com/manage/onboarding/da16eaf2-2de3-44fd-9782-99292db19bf7>
- 4.3. Customer Location and Tax Determination
Customer has provided the following primary access location:
Brevard County
2725 Judge Fran Jamieson Way, 32940 Viera, FL, United States
This is the primary (but not the only) location from which Customer will access the Cloud Service. If Customer does not provide a primary access location, SAP will incorporate a default primary access location to Customer's sold-to address as indicated in the preamble of this Order Form. Customer agrees and understands that the calculation of Taxes is in accordance with applicable jurisdictional laws of the primary access location, and payment of such Taxes is the responsibility of Customer. Valid direct pay permits or tax exemption certificates relevant to the primary access location must be provided to SAP prior to execution of this Order Form.

5. SUBSCRIPTION CLOUD SERVICES

- 5.1. Application
This Section applies only to Subscription Cloud Services as defined below.
- 5.2. Specific Definitions
 - 5.2.1. "Subscription Cloud Services" means all Cloud Services subscribed to under this Order Form, except for Subscription Plus Excess Use Cloud Services, CPEA Cloud Services, BTPEA Cloud Services, ICEA Cloud Services and Pay-As-You-Go Cloud Services, if any.
 - 5.2.2. "Excess Use" means any use of the Subscription Cloud Service that exceeds the Usage Metrics and their volume stated in Schedule 1 in this Order Form.
- 5.3. Excess Use
Fees for Excess Use accrue from the date the Excess Use began. Customer shall execute an additional Order Form to document subscriptions for additional Usage Metrics and their volume. Customer shall pay for Excess Use based on SAP's prices on the date the Excess Use began.

5.4. Fee Changes

The Cloud Services shall be subject to an annual fee increase of 3.3% effective on each anniversary of 06/25/2024. This increase shall apply in addition to the Annual Fee stated in Schedule 1 in this Order Form or the increased Annual Fee, as applicable. Not raising fees is not a waiver of SAP's right to do so.

6. CLOUD PLATFORM ENTERPRISE AGREEMENT

6.1. Application

This Section applies only to CPEA Cloud Services as defined below.

6.2. Definitions

6.2.1. **"Active Cloud Service"** means an Eligible Cloud Service that Customer activated and has not deactivated.

6.2.2. **"Cloud Credits"** means the monetary amount available for the relevant Cloud Credits Period, as specified under "Usage Metric Limitation" in Schedule 1 in this Order Form for the Initial Subscription Term and calculated accordingly for each Cloud Credits Period thereafter.

6.2.3. **"Cloud Credits Period"** means:

- (a) for the Initial Subscription Term, each period starting on a Product Start Date and ending on the next Product End Date as set forth for the CPEA Cloud Services and the Cloud Platform Voucher in Schedule 1 in this Order Form; and
- (b) thereafter, the Cloud Credits Period will be 12 months starting on the first day after the previous Cloud Credits Period ended unless the remaining part of the Renewal Subscription Term is shorter, in which case the last Cloud Credits Period will be equal to the remaining part of the Renewal Subscription Term.

6.2.4. **"CPEA Cloud Services"** means Cloud Services designated as "Cloud Platform Enterprise Agreement" or "CPEA" in Schedule 1 in this Order Form.

6.2.5. **"Eligible Cloud Services"** means the cloud services listed in the Eligible Cloud Services List.

6.2.6. **"Eligible Cloud Services List"** is the list of Eligible Cloud Services found on the SAP Business Technology Platform Website here <https://cloudplatform.sap.com/price-lists>.

6.2.7. **"Free Tier Cloud Services"** means designated Eligible Cloud Services provided for no fee and marked with "Service Plan: Free" in the Eligible Cloud Services List.

6.3. Consumption of Cloud Credits

6.3.1. During any Cloud Credits Period, Customer can use Cloud Credits to activate any of the Eligible Cloud Services through the administrative cockpit of the SAP Business Technology Platform. Each Active Cloud Service is deemed a Cloud Service as defined in the GTC and is subject to its product-specific Supplement.

6.3.2. If Customer has Cloud Credits available for the current Cloud Credits Period, SAP will:

- (a) deduct fees for the activation and/or use of the Active Cloud Services by Customer from the Cloud Credits based on the corresponding metric, range, if applicable, and per-unit list price as specified in the Eligible Cloud Services List; and
- (b) provide a monthly balance statement reflecting the activation and/or use of the Active Cloud Services by Customer for the preceding calendar month and the remaining balance of Cloud Credits.

6.3.3. If the Cloud Credits for the current Cloud Credits Period have been fully consumed, SAP will invoice Customer monthly in arrears for the activation and/or use of the Active Cloud Services instead.

6.3.4. Cloud Credits will only be available during the current Cloud Credits Period. Customer may increase the Cloud Credits during a Cloud Credits Period by executing an order form for additional Cloud Credits.

6.3.5. Any unused Cloud Credits are forfeited by Customer at the end of the current Cloud Credits Period and will not be available for use in any subsequent Cloud Credits Period.

6.4. Activation and Deactivation of Active Cloud Services

6.4.1. Customer is solely responsible for deactivating any Active Cloud Service.

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6.4.2. Customer authorizes the technical administrator set out in this Order Form (and any successor designated by Customer) to activate and deactivate Eligible Cloud Services. Customer is solely responsible for any acts or omissions taken by such administrators.

6.5. Fee Changes

6.5.1. Fee Changes to Cloud Credits

The fees for the Cloud Credits shall be subject to an annual fee increase of 3.3% effective on each anniversary of 06/25/2024. This increase shall apply in addition to the Annual Fee stated in Schedule 1 in this Order Form or the increased Annual Fee, as applicable. Not raising fees is not a waiver of SAP's right to do so.

6.5.2. Fee Changes to Per-Unit List Price

SAP may change the per-unit list prices on the Eligible Cloud Service List from time to time as follows:

6.5.3. Increases in the per-unit list prices for Eligible Cloud Services will not exceed 3.3%. SAP shall give notice of price increases by email or through the administrative cockpit of the SAP Business Technology Platform at least 45 days before the start of the next Renewal Subscription Term. The increased per-unit list prices shall apply to the Eligible Cloud Services at the beginning of the next Renewal Subscription Term. If SAP notifies Customer of an increase less than 45 days prior to the upcoming Renewal Subscription Term, the increase shall not apply at the start of the upcoming Renewal Subscription Term but from the one thereafter onwards.

6.5.4. Fee Reduction

SAP shall reflect reductions in per-unit list prices for Eligible Cloud Services on the next full monthly report or invoice if such reduced per-unit list price is lower than the per-unit list price in effect on the later of the Effective Date of the Order Form or the date the Cloud Service becomes an Eligible Cloud Service.

6.6. Adding and Removing Eligible Cloud Services

6.6.1. SAP may add Cloud Services and associated per-unit list prices to the Eligible Cloud Services List during the Subscription Term.

6.6.2. SAP may remove any Eligible Cloud Service from the Eligible Cloud Services List by giving Customer 6 months' prior notice via email or through the administrative cockpit of the SAP Business Technology Platform. However, Customer may keep such Eligible Cloud Services activated for the remainder of its then-current Subscription Term.

6.7. Relationship to Subscription Cloud Services

Any Excess Use of a Subscription Cloud Service that is also an Eligible Cloud Service, will be regarded as use of an Active Cloud Service and billed accordingly.

6.8. Free Tier Cloud Services

6.8.1. Free Tier Cloud Service may only be used for non-productive testing and evaluation and may not be used to process Personal Data.

6.8.2. Customer's use of the Free Tier Cloud Services is subject to the specifications in the administrative cockpit of the SAP Business Technology Platform ("**Cockpit Specifications**"). SAP may modify the Cockpit Specifications at any time without notice. SAP may terminate Customer's use of the Free Tier Cloud Services without advance notice for failure to adhere to the Cockpit Specifications.

6.8.3. SAP may remove any Free Tier Cloud Service from the Eligible Cloud Services List upon one month's prior notice. SAP shall give such notice by email or through the administrative cockpit of the SAP Business Technology Platform.

6.8.4. SAP may deactivate Customer's Free Tier Cloud Services if, in SAP's sole determination, Customer is not actively using the services.

6.8.5. SAP will not provide any support for the Free Tier Cloud Services and the Support Policy does not apply.

7. **CLOUD PLATFORM VOUCHER**

At the beginning of each Cloud Credits Period, SAP shall add the Cloud Credits for the Cloud Platform Voucher to Customer's CPEA account. The Cloud Credits of the Cloud Platform Voucher may not be transferred between CPEA accounts. The terms set out in the Section entitled "Cloud Platform Enterprise Agreement" apply to the Cloud Credits shown as Cloud Platform Voucher.

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8. ADDITIONAL TERMS

The Agreement is subject to the following modifications:

8.1. Product Development Schedule

The Product Development Schedule published at <http://sap.com/agreements-cloud-product-development-schedule> (which will be provided by SAP upon request upon or before execution of the Agreement) is incorporated into and becomes an integral part of the Agreement.

8.2. Publicity

SAP may include Customer's name and subscribed Cloud Services in SAP customer lists and earnings communications.

8.3. Termination of Software

Upon execution of this Order Form 3062672147 and provided Customer: (i) has paid SAP Support Service Fees through the date of termination; and (ii) is not in default of its SAP Support Service Fee payment obligations or otherwise in material breach under the Agreement, then Customer shall have the one-time right to terminate any previously licensed SAP Software and/or Named Users ("Terminated Software") and a maximum Support Base value detailed below (excluding Software and/or Named Users licensed on an unlimited basis and any Named Users and/or Software for which Use rights are parked or suspended, if any) by notifying SAP in writing with 90 days' notice.

For the avoidance of doubt, Customer may exercise the Termination Right with respect to third party software; however, Customer must terminate one hundred percent (100%) of all the products licensed from a particular third-party software licensor.

The license grant to the Software and SAP Support for such Terminated Software shall be terminated as detailed in a Termination Amendment, executed by both parties. The Termination Amendment will take effect on a calendar month end date (calendar quarter end date for third-party software), but no later than the end of the initial Subscription Term (defined in Section 2.2.1 above). Upon termination, the Support Base and the SAP Support Service Fees shall be reduced as detailed in such Termination Amendment. A License Audit must be completed prior to the execution of Termination Amendment.

The earliest termination date is December 31, 2024, and the maximum total value of SAP Support Base allowed for termination is USD \$1,004,099.11.

8.4. TRANSFORMATION INCENTIVE.

Provided that Customer is in compliance with all of the terms and conditions of the Agreement, and subject to the Cloud Extension Policy, SAP shall provide Customer with a one-time Credit as set forth below.

There are three types of credits: Maintenance Credit, Professional Services Credit and Cloud Credit. Delete the credit type(s) that do not apply.

8.4.1. Types of Credit

"Credit" shall collectively refer to each of the credits described below.

8.4.1.1. "Maintenance Credit" is a credit in the amount set forth in Section 1.2 that is applied to future maintenance/support invoice(s) for Customer's SAP on-premise software. Subject to Section 1.2.4 below, the Maintenance Credit shall be applied to such future invoices for on-premise maintenance/support until the Maintenance Credit has been fully consumed. Any remaining balance of the Maintenance Credit after the termination of SAP maintenance/support shall be forfeited.

8.4.1.2. "Cloud Credit" is a credit in the amount set forth in Section 1.2 that is applied to future invoices issued under this Order Form or to invoices that are issued under any other order form(s) for SAP Cloud Services with an order form effective date that is either the same as or is subsequent to this Order Form Effective Date. Subject to Section 1.2.4 below, the Cloud Credit shall be applied to such future invoices for SAP Cloud Services until the Cloud Credit has been fully consumed. Any remaining balance of the Cloud Credit after the termination or expiration of Customer's subscription to SAP Cloud Services shall be forfeited.

8.4.2. Credit Issuance and Forfeiture

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8.4.2.1. SAP shall issue the Credit as follows: (i) the Credit set forth in Section 9.4.2.2 shall be issued on the Order Form Effective Date ("Phase 1"), and (ii) the remaining Credit set forth in Section 9.4.2.3 shall be issued on the date SAP provides Customer with access to RISE Cloud Services ("Phase 2").

8.4.2.2. SAP shall issue the following Credit in Phase 1:

8.4.2.2.1. Maintenance Credit in the amount of USD 124,324.83.

8.4.2.2.2. Cloud Credit in the amount of USD 124,324.83.

8.4.2.3. SAP shall issue the following Credit in the Phase 2:

8.4.2.3.1. Maintenance Credit in the amount of 124,324.83.

8.4.2.3.2. Cloud Credit in the amount of 124,324.83.

8.4.2.4. Customer must use the Credit within the timeframes set forth below, after which the Credit shall expire, and SAP shall have no obligation to provide any credit, reduction, refund or remuneration.

The Maintenance Credit and the Cloud Credit must be used on or before the Product End Date set forth herein.

8.5. E-Verify.

The County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a contractor's intentional employment of unauthorized aliens as grounds for immediate termination of said contract.

SAP shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by SAP during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of the Agreement.

In accordance with the E-Verify provisions, SAP agrees to provide a copy of their fully executed E-Verify Memorandum of Understanding prior to execution of the Agreement.

Compliance with the terms of this Section is made an express condition of this Agreement and the County may treat a failure to comply with the provisions herein as a material breach of this Agreement.

8.6. Certification Regarding Scrutinized Activities.

SAP shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, if a contract is for more than one million dollars, the contractor shall further certify that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.

For contracts of any amount, if the County determines a contractor submitted a false certification under Section 287.135(5), Florida Statutes, or if the contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the contract after it has given the contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or on a case-by-case basis the County may choose to maintain the contract if the conditions of Section 287.135(4), Florida Statutes, are met.

For Contracts \$1,000,000 and greater, if the County determines the contractor submitted a false certification under Section 287.135(5), Florida Statutes, or if the contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the contract after it has given the contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or on a case-by-case basis the County may choose to maintain the contract if the conditions of Section 287.135(4), Florida Statutes, are met.

SAP agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Section 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions, this Section shall become inoperative and unenforceable.

8.7. Public Records

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The County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes, and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the Contractor's duty to identify the information it deems is exempt under Florida or federal law, and identify the statute, by number, that exempts such information.

Should any person or entity make a public request of the County, which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential, it shall be the Contractor's obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will be able to comply with the requirements of Chapter 119, Florida Statutes.

Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to Section 119.12, Florida Statutes.

IF SAP HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SAP'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE INFORMATION TECHNOLOGY DEPARTMENT:

Alice.Colon@brevardfl.gov; (321)617-7395; 2725 JUDGE FRAN JAMIESON WAY, SUITE C-203, VIERA, FL 32940.

9. EXPORT RESTRICTIONS

Customer may not use the Cloud Services, Documentation and other Cloud Materials in any country where these may not be used according to the export control and trade sanctions laws of the United States, the EU, Germany or any other applicable export control and trade sanctions laws. Customer may not permit the use of the Cloud Services, Documentation and other Cloud Materials to any end user with whom transactions are prohibited in accordance with the terms of the Agreement. Further information on SAP's Export Control and Sanctions Compliance can be found at: <https://www.sap.com/about/agreements/export-statements.html>.

10. GOVERNING LAW

10.1. The Agreement and any claims (including any non-contractual claims) arising out of or in connection with this Agreement and its subject matter will be governed by and construed under the laws of the state of Florida. The United Nations Convention on Contracts for the International Sale of Goods and any conflicts of law principles and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement.

10.2. Jurisdiction and Mandatory Venue

This Agreement shall be governed, interpreted, and construed according to the laws of the State of Florida.

Venue for any legal action brought by any party to this Agreement, to interpret, construe, or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida.

11. REFERENCED DOCUMENTS

11.1. Table of Agreement

This Order Form is governed by and incorporates the following documents in effect as of the Effective Date. All documents are listed in order of precedence, and collectively referred to as the "**Agreement**":

No.	Agreement	Location
1.	This Order Form including Schedule 1 (" Order Form ")	
2.	Supplemental Terms and Conditions for Cloud Services (" Supplement ")	https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?sort=title_asc&search=Supplement&tag=language:english
3.	Support Schedule for Cloud Services (" Cloud Support Schedule ")	https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?sort=title_asc&search=Support&tag=language:english

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No.	Agreement	Location
4.	Service Level Agreement for Cloud Services ("SLA")	https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?sort=title_asc&search=Service%20Level%20Agreement&tag=language:english
5.	Data Processing Agreement for Cloud Services ("DPA")	https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?sort=title_asc&search=Data%20Processing&tag=language:english
6.	General Terms and Conditions for Cloud Services ("GTC")	Attached to this Order Form

11.2. Review

Customer has had the opportunity to review the GTC and the incorporated documents prior to executing this Order Form. SAP recommends that Customer prints copies of these documents for Customer's records. All defined terms in the GTC used in this Order Form have the meaning stated in the GTC. All references in the Supplements to "Service" mean "Cloud Service", and to "Named Users" mean "Authorized Users."

Accepted by:

Brevard County
(Customer)



Name: Frank Abbate

Title:

County Manager

Date:

4/23/2024

**Schedule 1
Pricing Summary**

From 06/25/2024 To 06/24/2029

SAP Cloud Service	Usage Metric	Usage Metric Limitation	Annual Fee	Product Start Date	Product End Date	Total Fee in USD
SAP S/4HANA Cld, Digital Access, priv ed	1000 Document	1	45.95	06/25/2024	06/22/2025	45.77
RISE with SAP S/4HANA Cld, priv ed, prem	1 Full Use Equivalent	247	528,629.40	06/25/2024	06/22/2025	526,577.64
SAP Cld, mem ext f. prod tiers, priv ed	256 Gigabyte	1	24,810.00	06/25/2024	06/22/2025	24,713.71
SAP Cld, mem ext f. non-prd, Priv Ed	256 Gigabyte	1	12,972.00	06/25/2024	06/22/2025	12,921.65
SAP Time Track Cld, priv ed	1 User	3,000	33,048.00	06/25/2024	06/22/2025	32,919.73
SAP Payroll Processing, pce	1 User	3,000	85,592.20	06/25/2024	06/22/2025	85,259.99
SAP U.S. Payroll Tax Cal by BSI, priv ed	1 User	3,000	17,841.60	06/25/2024	06/22/2025	17,772.35
SAP S/4HANA Cld, disaster rec, priv ed	% of Net Recurring Fee	1	120,481.71	06/25/2024	06/22/2025	120,014.09
SAP Addit File Storage, priv cld ed	100 Gigabyte	20	18,748.80	06/25/2024	06/22/2025	18,676.03
SAP SFSF EC, core HR	1 User	3,000	84,520.80	06/25/2024	06/22/2025	84,192.75
S/4 Cld, addt non-prod tier, priv ed (S)	1 Tenant	1	105,633.36	06/25/2024	06/22/2025	105,223.37
SAP S/4HANA Cld, disaster rec, priv ed	% of Net Recurring Fee	1	117,294.42	06/23/2025	06/24/2029	469,820.39

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SAP Cloud Service	Usage Metric	Usage Metric Limitation	Annual Fee	Product Start Date	Product End Date	Total Fee in USD
SAP S/4HANA Cld, Digital Access, priv ed	1000 Document	1	45.95	06/23/2025	06/24/2029	184.05
S/4 Cld, addt non-prod tier, priv ed (S)	1 Tenant	1	105,633.36	06/23/2025	06/24/2029	423,112.25
SAP Payroll Processing, pce	1 User	3,000	85,592.20	06/23/2025	06/24/2029	342,837.80
SAP Time Track Cld, priv ed	1 User	3,000	33,048.00	06/23/2025	06/24/2029	132,373.08
SAP U.S. Payroll Tax Cal by BSI, priv ed	1 User	3,000	17,841.60	06/23/2025	06/24/2029	71,464.16
SAP Cld, mem ext f. prod tiers, priv ed	256 Gigabyte	1	24,810.00	06/23/2025	06/24/2029	99,375.95
SAP Cld, mem ext f. non-prd, Priv Ed	256 Gigabyte	1	12,972.00	06/23/2025	06/24/2029	51,959.08
SAP SFSF EC, core HR	1 User	3,000	84,520.80	06/23/2025	06/24/2029	338,546.33
RISE with SAP S/4HANA Cld, priv ed, prem	1 Full Use Equivalent	247	528,629.40	06/23/2025	06/24/2029	2,117,414.20
Cloud Platform Enterprise Agreement	Cloud Credits	USD 149,417.81	90,000.00	06/25/2024	06/22/2025	89,650.68
Cloud Platform Voucher	Spend	USD 10,889		06/25/2024	06/22/2025	
Cloud Platform Enterprise Agreement	Cloud Credits	USD 821.92	90,000.00	06/23/2025	06/24/2025	493.15
Cloud Platform Enterprise Agreement	Cloud Credits	USD 150,000.00	90,000.00	06/25/2025	06/24/2026	90,000.00
Cloud Platform Enterprise Agreement	Cloud Credits	USD 150,000.00	90,000.00	06/25/2026	06/24/2027	90,000.00

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SAP Cloud Service	Usage Metric	Usage Metric Limitation	Annual Fee	Product Start Date	Product End Date	Total Fee in USD
Cloud Platform Enterprise Agreement	Cloud Credits	USD 150,000.00	90,000.00	06/25/2027	06/24/2028	90,000.00
Cloud Platform Enterprise Agreement	Cloud Credits	USD 150,000.00	90,000.00	06/25/2028	06/24/2029	90,000.00
Cloud Platform Voucher	Spend	USD 60		06/23/2025	06/24/2025	
Cloud Platform Voucher	Spend	USD 10,931		06/25/2025	06/24/2026	
Cloud Platform Voucher	Spend	USD 10,931		06/25/2026	06/24/2027	
Cloud Platform Voucher	Spend	USD 10,931		06/25/2027	06/24/2028	
Cloud Platform Voucher	Spend	USD 10,931		06/25/2028	06/24/2029	

Total Net Fee	5,525,548.20
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Period 1 From 06/25/2024 To 06/24/2025	1,123,997.28
Period 2 From 06/25/2025 To 06/24/2026	1,100,387.73
Period 3 From 06/25/2026 To 06/24/2027	1,100,387.73
Period 4 From 06/25/2027 To 06/24/2028	1,100,387.73
Period 5 From 06/25/2028 To 06/24/2029	1,100,387.73
Total Net Fee	5,525,548.20

The amounts set out above are subject to fee changes as set forth in the Order Form.

The amounts set out above are net amounts. Applicable taxes are not included. This is not a tax invoice.

Usage Metric Limitation shows the maximum quantity that Customer may use over a 12-month period, unless:

- (a) the name of the Cloud Service includes "Cloud Platform Enterprise Agreement" "Cloud Platform Voucher" or "Business Technology Platform Enterprise Agreement", in which case the Usage Metric Limitation shows the amount of (Gross) Cloud Credits available for a Cloud Credits Period; or
- (b) the name of the Cloud Service includes "Pay-As-You-Go";
- (c) the name of the Cloud Service includes "Industry Cloud Enterprise Agreement", in which case the Usage Metric Limitation shows the amount of Cloud Credits available during the Initial Subscription Term.

GENERAL TERMS AND CONDITIONS FOR CLOUD SERVICES ("GTC")

1. DEFINITIONS

- 1.1. **"Affiliate"** means any legal entity in which SAP SE or Customer, directly or indirectly, holds more than 50% of the entity's shares or voting rights. Any legal entity will be considered an Affiliate as long as that interest is maintained.
- 1.2. **"Agreement"** means the agreement as defined in the applicable Order Form.
- 1.3. **"Authorized User"** means any individual to whom Customer grants access authorization to use the Cloud Service that is an employee, agent, contractor or representative of Customer, Customer's Affiliates, or Customer's and Customer's Affiliates' Business Partners.
- 1.4. **"Business Partner"** means a legal entity that requires use of a Cloud Service in connection with Customer's and its Affiliates' internal business operations. These may include customers, distributors, service providers and/or suppliers of Customer and its Affiliates.
- 1.5. **"Cloud Service"** means any distinct, hosted, supported and operated on-demand solution provided by SAP under an Order Form.
- 1.6. **"Confidential Information"** means all information which the disclosing party protects against unrestricted disclosure to others that the disclosing party or its representatives designates as confidential, internal and/or proprietary at the time of disclosure, should reasonably be understood to be confidential at the time of disclosure given the nature of the information and the circumstances surrounding its disclosure.
- 1.7. **"Customer Data"** means any content, materials, data and information that Authorized Users enter into the production system of a Cloud Service or that Customer derives from its use of and stores in the Cloud Service (e.g. Customer-specific reports). Customer Data and its derivatives will not include SAP's Confidential Information.
- 1.8. **"Documentation"** means SAP's then-current technical and functional documentation relating to the Cloud Services located at <https://help.sap.com> or which SAP makes available to Customer as part of the Cloud Service, including technical and functional specifications as updated from time to time in accordance with the Agreement.
- 1.9. **"Export Laws"** means all applicable import, export control and sanctions laws, including without limitation, the laws of the United States, the EU, and Germany.
- 1.10. **"Feedback"** means input, comments or suggestions regarding SAP's business and technology direction, and the possible creation, modification, correction, improvement or enhancement of the Cloud Service.
- 1.11. **"Intellectual Property Rights"** means patents of any type, design rights, utility models or other similar invention rights, copyrights and related rights, trade secret, know-how or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, whether registered or unregistered, including applications (or rights to apply) and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.
- 1.12. **"Order Form"** means the ordering document for a Cloud Service that references the GTC.
- 1.13. **"Professional Services"** means implementation services, consulting services or other related services provided under an Order Form and may also be referred to in the Agreement as "Consulting Services".
- 1.14. **"Representatives"** means a party's Affiliates, employees, contractors, sub-contractors, legal representatives, accountants, or other professional advisors.
- 1.15. **"SAP Materials"** means any materials (including statistical reports) provided, developed or made available by SAP (independently or with Customer's cooperation) in the course of performance under the Agreement, including in the delivery of any support or Professional Services to Customer. SAP Materials do not include the Customer Data, Customer Confidential Information or the Cloud Service. SAP Materials may also be referred to in the Agreement as "Cloud Materials".

- 1.16. **"SAP SE"** means SAP SE, the parent company of SAP.
- 1.17. **"Subscription Term"** means the initial subscription term and if applicable any renewal subscription term of a Cloud Service identified in the Order Form.
- 1.18. **"Taxes"** means all transactional taxes, levies and similar charges (and any related interest and penalties) such as federal, state or local sales tax, value added tax, goods and services tax, use tax, property tax, excise tax, service tax or similar taxes.
- 1.19. **"Usage Metric"** means the standard of measurement for determining the permitted use and calculating the fees due for a Cloud Service as set forth in an Order Form.

2. **USAGE RIGHTS AND RESTRICTIONS**

2.1. **Grant of Rights**

SAP grants to Customer a non-exclusive and non-transferable right to use the Cloud Service (including its implementation and configuration), SAP Materials and Documentation solely for Customer's and its Affiliates' internal business operations. Customer may use the Cloud Service world-wide, except Customer shall not use the Cloud Service from countries where such use is prohibited by Export Laws. Permitted uses and restrictions of the Cloud Service also apply to SAP Materials and Documentation.

2.2. **Authorized Users**

Customer may permit Authorized Users to use the Cloud Service. Usage is limited to the Usage Metrics and volumes stated in the Order Form. Access credentials for the Cloud Service may not be used by more than one individual, but may be transferred from one individual to another if the original user is no longer permitted to use the Cloud Service. Customer is responsible for breaches of the Agreement caused by Authorized Users.

2.3. **Verification of Use**

Customer will monitor its own use of the Cloud Service and report any use in excess of the Usage Metrics and volume. SAP may monitor use to verify compliance with Usage Metrics, volume and the Agreement.

2.4. **Suspension of Cloud Service**

SAP may suspend or limit use of the Cloud Service if:

- a) continued use may result in material harm to the Cloud Service or its users; or
- b) to comply with laws and regulations applicable to SAP, its Affiliates' or subcontractors.

SAP will promptly notify Customer of the suspension or limitation. SAP will limit a suspension or limitation in time and scope as reasonably possible under the circumstances.

2.5. **Third Party Web Services**

The Cloud Service may include integrations with web services made available by third parties (other than SAP SE or its Affiliates) that are accessed through the Cloud Service and subject to terms and conditions with those third parties. These third party web services are not part of the Cloud Service and the Agreement does not apply to them. SAP is not responsible for the content of these third party web services.

2.6. **Mobile Access to Cloud Service**

Authorized Users may access certain Cloud Services through mobile applications obtained from third-party websites such as Android or Apple app stores. The use of mobile applications may be governed by the terms and conditions presented upon download/access to the mobile application and not by the terms of the Agreement.

2.7. **On-Premise Components**

The Cloud Service may include on-premise components that can be downloaded and installed (including updates) by Customer. The System Availability SLA does not apply to these components. Customer may only use the on-premise components during the Subscription Term.

3. SAP RESPONSIBILITIES

3.1. Provisioning

SAP provides access to the Cloud Service as described in the Agreement. SAP makes the Cloud Service available and is responsible for its operation.

3.2. Support

SAP provides support for the Cloud Service as referenced in the Order Form.

3.3. Security

SAP will implement and maintain appropriate technical and organizational measures to protect the personal data processed by SAP as part of the Cloud Service as described in the Data Processing Agreement incorporated into the Order Form in compliance with applicable data protection law.

3.4. Modifications

3.4.1. Scope

SAP may modify the Cloud Service (including support services, Maintenance Windows and Major Upgrade Windows), provided that SAP shall not materially degrade the core functionality of the Cloud Service during the Subscription Term.

3.4.2. Modification Notices

SAP shall provide Customer with reasonable advance notice of modifications to the functionality of the Cloud Service in accordance with Section 13.5, except for any change to a Maintenance Window or Major Upgrade Window which shall be in accordance with the Service Level Agreement.

3.4.3. Customer Termination

If the modification materially degrades the Cloud Service and SAP does not provide equivalent functionality, Customer may terminate its subscription to the affected Cloud Service by providing written notice to SAP within 1 month of SAP's notice. If SAP does not receive timely notice, Customer is deemed to have accepted the modification.

4. CUSTOMER AND PERSONAL DATA

4.1. Customer Ownership

Customer retains all rights in and related to the Customer Data. SAP may use Customer-provided trademarks solely to provide and support the Cloud Service.

4.2. Customer Data

Customer is responsible for the Customer Data and entering it into the Cloud Service. Customer grants to SAP (including SAP SE, its Affiliates and subcontractors) a non-exclusive right to process and use Customer Data to provide and support the Cloud Service and as set out in the Agreement.

4.3. Personal Data

Customer will collect and maintain all personal data contained in the Customer Data in compliance with applicable data privacy and protection laws.

4.4. Security

Customer will maintain reasonable security standards for its Authorized Users' use of the Cloud Service. Customer will not conduct or authorize penetration tests of the Cloud Service without advance approval from SAP.

4.5. Access to Customer Data

4.5.1. During the Subscription Term, Customer can access its Customer Data at any time. Customer may export and retrieve its Customer Data in a standard format. Export and retrieval may be subject to technical

limitations, in which case SAP and Customer will find a reasonable method to allow Customer access to Customer Data.

- 4.5.2. Before the Subscription Term expires, Customer may use SAP's self-service export tools (as available) to perform a final export of Customer Data from the Cloud Service.
- 4.5.3. At the end of the Agreement, SAP will delete the Customer Data remaining on servers hosting the Cloud Service unless applicable law requires retention. Retained data is subject to the confidentiality provisions of the Agreement.
- 4.5.4. In the event of third party legal proceedings relating to the Customer Data, SAP will cooperate with Customer and comply with applicable law (both at Customer's expense) with respect to handling of the Customer Data.

5. FEES AND TAXES

5.1. Fees and Payment

Customer shall pay fees as stated in the Order Form. If Customer does not pay fees in accordance with the terms of the Agreement then, in addition to any other available remedies, SAP may suspend Customer's use of the applicable Cloud Service until payment is made. SAP shall provide Customer with prior written notice before any such suspension. Any fees not paid when due shall accrue interest at the maximum legal rate. Purchase orders are for administrative convenience only. SAP may issue an invoice and collect payment without a corresponding purchase order. Customer may not withhold, reduce or set-off fees owed. Customer may not reduce Usage Metrics during the Subscription Term. All Order Forms are non-cancellable. All fees are non-refundable except per Sections 6.3 or 7.4.2.

5.2. Taxes

Fees and other charges imposed under an Order Form will not include Taxes, all of which will be for Customer's account. Customer is responsible for all Taxes. Customer must provide to SAP any direct pay permits or valid tax-exempt certificates prior to signing an Order Form. If SAP is required to pay Taxes, Customer will reimburse SAP for those amounts and indemnify SAP for any Taxes and related costs paid or payable by SAP attributable to those Taxes.

6. TERM AND TERMINATION

6.1. Term

The Subscription Term is as stated in the Order Form.

6.2. Termination

A party may terminate the Agreement:

- a) for cause upon 30 days' prior written notice of the other party's material breach of any provision of the Agreement (including Customer's failure to pay any money due hereunder within 30 days of the payment due date) unless the breaching party has cured the breach during such 30 day period;
- b) as permitted under Sections 3.4.3, 7.3.b), 7.4.3, 8.1.4, or 13.4 (with termination effective thirty days after receipt of notice in each of these cases); or
- c) immediately if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise materially breaches Sections 11 or 13.6.

6.3. Refund and Payments

For termination by Customer (including but not limited to Sections 3.4.3, 6.2(a), 7.3 (b) or 7.4.3) or termination under Sections 8.1.4 or 13.4 Customer will be entitled to:

- a) a pro-rata refund in the amount of the unused portion of prepaid fees for the terminated subscription calculated as of the effective date of termination (unless such refund is prohibited by Export Laws); and
- b) a release from the obligation to pay fees due for periods after the effective date of termination.

6.4. Effect of Expiration or Termination

Upon the effective date of expiration or termination of the Agreement:

- a) Customer's right to use the Cloud Service and all SAP Confidential Information will end;
- b) Confidential Information of the disclosing party will be retained, returned, or destroyed as required by the Agreement or applicable law; and
- c) termination or expiration of the Agreement does not affect other agreements between the parties.

6.5. Survival

Sections 1, 5, 6.3, 6.4, 6.5, 8, 9, 10, 11, 12 and 13 will survive the expiration or termination of the Agreement.

7. **WARRANTIES**

7.1. Compliance with Law

Each party warrants its current and continuing compliance with all laws and regulations applicable to it in connection with:

- a) in the case of SAP, the operation of SAP's business as it relates to the Cloud Service; and
- b) in the case of Customer, the Customer Data and Customer's use of the Cloud Service.

7.2. Good Industry Practices

SAP warrants that it will provide the Cloud Service:

- a) in substantial conformance with the Documentation; and
- b) with the degree of skill and care reasonably expected from a skilled and experienced global supplier of services substantially similar to the nature and complexity of the Cloud Service.

7.3. Remedy

Customer's sole and exclusive remedies and SAP's entire liability for breach of the warranty under Section 7.2 will be:

- a) correction of the deficient Cloud Service; and
- b) if SAP fails to correct the deficient Cloud Service, Customer may terminate its subscription for the affected Cloud Service. Any termination must occur within 3 months of SAP's failure to correct the deficient Cloud Service.

7.4. System Availability

7.4.1. SAP warrants to maintain an average monthly system availability for the production system of the Cloud Service as defined in the applicable Service Level Agreement or Supplement ("SLA").

7.4.2. Customer's sole and exclusive remedy for SAP's breach of the SLA is the issuance of a credit in the amount described in the SLA. Customer will follow SAP's posted credit claim procedure. When the validity of the service credit is confirmed by SAP in writing (email permitted), Customer may apply the credit to a future invoice for the Cloud Service or request a refund for the amount of the credit if no future invoice is due.

7.4.3. In the event SAP fails to meet the SLA (i) for 4 consecutive months, or (ii) for 5 or more months during any 12 month period, or (iii) at a system availability level of at least 95% for 1 calendar month, Customer may terminate its subscriptions for the affected Cloud Service by providing SAP with written notice within 30 days after the failure.

7.5. Warranty Exclusions

The warranties in Sections 7.2 and 7.4 will not apply if:

- a) the Cloud Service is not used in accordance with the Agreement or Documentation;
- b) any non-conformity is caused by Customer, or by any product or service not provided by SAP; or
- c) the Cloud Service was provided for no fee.

7.6. Disclaimer

Except as expressly provided in the Agreement, neither SAP nor its subcontractors make any representation or warranties, express or implied, statutory or otherwise, regarding any matter, including the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of or integration with any products or services provided under the Agreement, or that the operation of any products or services will be secure, uninterrupted or error free. Customer agrees that it is not relying on delivery of future functionality, public comments or advertising of SAP or product roadmaps in obtaining subscriptions for any Cloud Service.

8. THIRD PARTY CLAIMS

8.1. Claims Brought Against Customer

8.1.1. SAP will defend Customer against claims brought against Customer and its Affiliates by any third party alleging that (i) Customer's and its Affiliates' use of the Cloud Service infringes or misappropriates a patent claim, copyright, or trade secret right; (ii) bodily injury or damage to real or tangible personal property was caused by the gross negligence or willful misconduct of SAP; or (iii) SAP's breach of its data security obligations resulted in the unauthorized disclosure of Customer Data to an unrelated third party. SAP will indemnify Customer against all damages finally awarded against Customer (or the amount of any settlement SAP enters into) with respect to these claims.

8.1.2. SAP's obligations under Section 8.1 will not apply if the claim results from:

- a) use of the Cloud Service in conjunction with any product or service not provided by SAP;
- b) use of the Cloud Service provided for no fee;
- c) Customer's failure to timely notify SAP in writing of any such claim if SAP is prejudiced by Customer's failure to provide or delay in providing such notice; or
- d) any use of the Cloud Service not permitted under the Agreement.

8.1.3. If a third party makes a claim or in SAP's reasonable opinion is likely to make such a claim, SAP may at its sole option and expense:

- a) procure for Customer the right to continue using the Cloud Service under the terms of the Agreement; or
- b) replace or modify the Cloud Service to be non-infringing without a material decrease in functionality.

8.1.4. If these options are not reasonably available, SAP or Customer may terminate Customer's subscription to the affected Cloud Service upon written notice to the other.

8.1.5. SAP expressly reserves the right to cease such defense of any claim(s) if the applicable Cloud Service is no longer alleged to infringe or misappropriate the third party's rights.

8.2. Claims Brought Against SAP

Customer will defend SAP against claims brought against SAP, SAP SE, its Affiliates and subcontractors by any third party caused by Customer Data. Customer will indemnify SAP against all damages finally awarded against SAP, SAP SE, its Affiliates and subcontractors (or the amount of any settlement Customer enters into) with respect to these claims. Customer's indemnity and liability obligations hereunder shall be subject to the Customer's common law right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes.

8.3. Third Party Claim Procedure

All third party claims under Section 8 shall be conducted as follows:

- a) The party against whom a third party claim is brought (the "**Named Party**") will timely notify the other party (the "**Defending Party**") in writing of any claim. The Named Party shall reasonably cooperate in the defense and may appear (at its own expense) through counsel reasonably acceptable to the Defending Party subject to Section 8.3b).
- b) The Defending Party will have the right to fully control the defense.

- c) Any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by the Named Party.

8.4. Exclusive Remedy

The provisions of Section 8 state the sole, exclusive, and entire liability of the parties, their Affiliates, Business Partners and subcontractors to the other party, and is the other party's sole remedy, with respect to covered third party claims and to the infringement or misappropriation of third party intellectual property rights.

9. **LIMITATION OF LIABILITY**

9.1. No Cap on Liability

The Customer's liability obligations shall be subject to the common law right of sovereign immunity and limited to the extent of and limitations on damages as set forth in Section 768.28, Florida Statutes. Subject to the above limitation, neither party's liability is capped for damages resulting from:

- a) the parties' obligations under Section 8.1.1 and 8.2 (excluding SAP's obligation under Section 8.1.1 where the third party claim(s) relates to a Cloud Service(s) not developed by SAP and 8.1.1 (ii) and (iii));
- b) death or bodily injury arising from either party's gross negligence or willful misconduct; and/or
- c) Customer's unauthorized use of any Cloud Service and/or any failure by Customer to pay any fees due under the Agreement.

9.2. Liability Cap

Except as set forth in Section 9.1, the maximum aggregate liability of either party (or its respective Affiliates or SAP's subcontractors) to the other or to any other person or entity for all events (or series of connected events) arising in any 12 month period will not exceed the annual subscription fees paid for the applicable Cloud Service associated with the damages for the prior twenty-four month period (except for Cloud Service(s) not developed by SAP, in which case the maximum aggregate liability will not exceed the annual subscription fees paid for the applicable non-SAP developed Cloud Service(s) associated with damages for the prior twelve month period). Any "12 month period" commences on the Subscription Term start date or any of its yearly anniversaries.

9.3. Exclusion of Damages

In no case will:

- a) either party (or its respective Affiliates or SAP's subcontractors) be liable to the other party for any special, incidental, consequential, or indirect damages, loss of goodwill or business profits, work stoppage or for exemplary or punitive damages; and/or
- b) SAP be liable for any damages caused by any Cloud Service provided for no fee.

10. **INTELLECTUAL PROPERTY RIGHTS**

10.1. SAP Ownership

- 10.1.1. Except for any rights expressly granted to Customer under the Agreement, SAP, SAP SE, their Affiliates or licensors own all Intellectual Property Rights in and derivative works of:

- a) the Cloud Service;
- b) SAP Materials;
- c) Documentation; and
- d) any Professional Services, design contributions, related knowledge or processes, whether or not developed for Customer.

- 10.1.2. Customer shall execute such documentation and take such other steps as is reasonably necessary to secure SAP's or SAP SE's title over such rights.

10.2. Acceptable Use Policy

- 10.2.1. With respect to the Cloud Service, Customer will not:

- a) copy, translate, disassemble, decompile, make derivative works, or reverse engineer the Cloud Service or SAP Materials (or attempt any of the foregoing);

- b) enter, store, or transfer any content or data on or via the Cloud Service that is unlawful or infringes any Intellectual Property Rights;
- c) circumvent or endanger the operation or security of the Cloud Service; or
- d) remove SAP's copyright and authorship notices.

11. CONFIDENTIALITY

11.1. Use of Confidential Information

11.1.1. The receiving party shall:

- a) maintain all Confidential Information of the disclosing party in strict confidence, taking steps to protect the disclosing party's Confidential Information substantially similar to those steps that the receiving party takes to protect its own Confidential Information, which shall not be less than a reasonable standard of care;
- b) not disclose or reveal any Confidential Information of the disclosing party to any person other than its Representatives whose access is necessary to enable it to exercise its rights or perform its obligations under the Agreement and who are under obligations of confidentiality substantially similar to those in Section 11;
- c) not use or reproduce any Confidential Information of the disclosing party for any purpose outside the scope of the Agreement; and
- d) retain any and all confidential, internal, or proprietary notices or legends which appear on the original and on any reproductions.

11.1.2. Customer shall not disclose any information about the Agreement, its terms and conditions, the pricing or any other related facts to any third party.

11.1.3. Confidential Information of either party disclosed prior to execution of the Agreement will be subject to Section 11.

11.2. Compelled Disclosure

The receiving party may disclose the disclosing party's Confidential Information to the extent required by law, regulation, court order or regulatory agency; provided, that the receiving party required to make such a disclosure uses reasonable efforts to give the disclosing party reasonable prior notice of such required disclosure (to the extent legally permitted) and provides reasonable assistance in contesting the required disclosure, at the request and cost of the disclosing party. The receiving party and its Representatives shall use commercially reasonable efforts to disclose only that portion of the Confidential Information which is legally requested to be disclosed and shall request that all Confidential Information that is so disclosed is accorded confidential treatment.

11.3. Exceptions

The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that:

- a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information;
- b) has become generally known or available to the public through no act or omission by the receiving party;
- c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions;
- d) is lawfully acquired free of restriction by the receiving party from a third party having the right to furnish such Confidential Information; or
- e) the disclosing party agrees in writing is free of confidentiality restrictions.

11.4. Destruction and Return of Confidential Information

Upon the disclosing party's request, the receiving party shall promptly destroy or return the disclosing party's Confidential Information, including copies and reproductions of it. The obligation to destroy or return Confidential Information shall not apply:

- a) if legal proceedings related to the Confidential Information prohibit its return or destruction, until the proceedings are settled or a final judgment is rendered;
- b) to Confidential Information held in archive or back-up systems under general systems archiving or backup policies; or
- c) to Confidential Information the receiving party is legally entitled or required to retain.

12. FEEDBACK

- 12.1. Customer may at its sole discretion and option provide SAP with Feedback. In such instance, SAP, SAP SE and its Affiliates may in their sole discretion retain and freely use, incorporate or otherwise exploit such Feedback without restriction, compensation or attribution to the source of the Feedback.

13. MISCELLANEOUS

13.1. Severability

If any provision of the Agreement is held to be wholly or in part invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.

13.2. No Waiver

A waiver of any breach of the Agreement is not deemed a waiver of any other breach.

13.3. Counterparts

The Agreement may be signed in counterparts, each of which is an original and together constitute one Agreement. Electronic signatures via DocuSign or any other form as determined by SAP are deemed original signatures.

13.4. Trade Compliance

- 13.4.1. SAP and Customer shall comply with Export Laws in the performance of this Agreement. SAP Confidential Information is subject to Export Laws. Customer, its Affiliates, and Authorized Users shall not directly or indirectly export, re-export, release, or transfer Confidential Information in violation of Export Laws. Customer is solely responsible for compliance with Export Laws related to Customer Data, including obtaining any required export authorizations for Customer Data. Customer shall not use the Cloud Service from Crimea/Sevastopol, Cuba, Iran, the People's Republic of Korea (North Korea) the so-called Luhansk Peoples Republic (LNR) and Donetsk Peoples Republic (DNR) or Syria.

- 13.4.2. Upon SAP's request, Customer shall provide information and documents to support obtaining an export authorization. Upon written notice to Customer SAP may immediately terminate Customer's subscription to the affected Cloud Service if:

- a) the competent authority does not grant such export authorization within 18 months; or
- b) Export Laws prohibit SAP from providing the Cloud Service or Professional Services to Customer.

13.5. Notices

All notices will be in writing and given when delivered to the address set forth in an Order Form. Notices from SAP to Customer may be in the form of an electronic notice to Customer's authorized representative or administrator. SAP may provide notice of modifications to the Cloud Service under Section 3.4.2 via Documentation, release notes or publication. System notifications and information from SAP relating to the operation, hosting or support of the Cloud Service can also be provided within the Cloud Service, or made available via the SAP Support Portal.

13.6. Assignment

Without SAP's prior written consent, Customer may not assign, delegate or otherwise transfer the Agreement (or any of its rights or obligations) to any party. SAP may assign the Agreement to SAP SE or any of its Affiliates.

13.7. Subcontracting

SAP may subcontract parts of the Cloud Service to third parties. SAP is responsible for breaches of the Agreement caused by its subcontractors.

13.8. Relationship of the Parties

The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by the Agreement.

13.9. Force Majeure

Any delay in performance (other than for the payment of amounts due) caused by conditions beyond the reasonable control of the performing party is not a breach of the Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance.

13.10. Governing Law

The Agreement and any claims (including any non-contractual claims) arising out of or in connection with this Agreement and its subject matter will be governed by and construed under the laws of the State of New York. The United Nations Convention on Contracts for the International Sale of Goods and any conflicts of law principles and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement.

13.11. Jurisdiction and Mandatory Venue

This Agreement shall be governed, interpreted, and construed according to the laws of the State of Florida.

Venue for any legal action brought by any party to this Agreement, to interpret, construe, or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida.

13.12. Waiver of Right to Jury Trial

In the event of any legal action to interpret or enforce the terms of this Agreement or any provision hereof, any trial shall be non-jury.

13.13. Statute of Limitation

Customer must initiate a cause of action for any claim(s) relating to the Agreement and its subject matter within 1 year from the date when the Customer knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

13.14. Insurance

13.14.1. During the term of the Agreement, SAP [adjust as necessary based on contract definition], using commercially reasonable efforts, shall maintain the following insurance policies with insurer(s) having an AM Best Rating of A- or better:

- (a) commercial general liability with a limit of \$1,000,000 per occurrence and in general aggregate;
- (b) commercial automobile liability with a combined single limit of \$1,000,000 per occurrence;
- (c) workers' compensation in compliance with statutory requirements;
- (d) employer's liability with limits of \$1,000,000 each accident, \$1,000,000 by disease each employee and \$1,000,000 by disease policy limit;
- (e) excess/umbrella liability with a limit of \$4,000,000 per occurrence and in the aggregate with respect to coverage required in (a) and (b); and
- (f) technology professional liability with a limit of \$5,000,000 per claim and in the aggregate covering claims arising out of errors or omissions in connection with services provided by SAP as described in the Agreement and including network security and private data risks involving unauthorized access, failure of security,

transmission of malicious code, denial of service attacks, and unauthorized disclosure or misappropriation of private data.

- 13.14.2. Following execution of the Agreement and upon request of Customer, SAP shall deliver or make available for download a blanket certificate of insurance evidencing existence of the required coverage. SAP, its insurer(s) or broker(s) shall endeavor to provide Customer thirty (30) days advance written notice in event of cancellation of policies required herein. None of the requirements contained herein as to types or limits or Customer's approval of insurance coverage to be maintained by SAP are intended to, and shall not in any manner, limit, qualify or quantify the liabilities and obligations assumed by SAP under the Agreement.

13.15. Entire Agreement

The Agreement constitutes the complete and exclusive statement of the agreement between SAP and Customer in connection with the parties' business relationship related to the subject matter of the Agreement. All previous representations, discussions, and writings (including any confidentiality agreements) are merged in and superseded by the Agreement and the parties disclaim any reliance on them. The Agreement may be modified solely in writing signed by both parties, except as permitted under the Agreement. Terms and conditions of any Customer-issued purchase order shall have no force and effect, even if SAP accepts or does not otherwise reject the purchase order.

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: SAP Public Services, Inc.		2. Amount: \$2,668,791.01
3. Fund/Account #: 5011 / 389112	4. Department Name: Information Technology	
5. Contract Description: SAP Order Form No. 305182982 SAP S/4 HANA Migration Project		
6. Contract Monitor: Lois Boisseau		8. Contract Type: CONSULTANT
7. Dept/Office Director: Jeff McKnight		
9. Type of Procurement: Other		

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	McKnight, Jeff <small>Digitally signed by McKnight, Jeff Date: 2024.04.15 08:16:26 -04'00'</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bowers, Mary <small>Digitally signed by Bowers, Mary Date: 2024.04.12 15:13:27 -04'00'</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Watson, Michael <small>Digitally signed by Watson, Michael Date: 2024.04.16 15:49:46 -04'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Esseeesse, Alexander <small>Digitally signed by Esseeesse, Alexander Date: 2024.04.09 11:55:17 -04'00'</small>

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: SAP Public Services, Inc.		2. Amount: \$1,123,997.28	
3. Fund/Account #: 5011 / 389112		4. Department Name: Information Technology	
5. Contract Description: SAP Order Form No. 3062672147 SAP S/4 HANA Cloud Services			
6. Contract Monitor: Lois Boisseau		8. Contract Type: SERVICES	
7. Dept/Office Director: Jeff McKnight			
9. Type of Procurement: Other			

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	McKnight, Jeff <small>Digitally signed by McKnight, Jeff Date: 2024.04.15 09:01:24 -04'00'</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bowers, Mary <small>Digitally signed by Bowers, Mary Date: 2024.04.17 08:37:47 -04'00'</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Watson, Michael <small>Digitally signed by Watson, Michael Date: 2024.04.16 16:11:24 -04'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Esseesse, Alexander <small>Digitally signed by Esseesse, Alexander Date: 2024.04.17 09:25:08 -04'00'</small>

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into as of the Effective Date defined below by and between SAP America Public Sector, Inc. a Delaware corporation, with offices at The Ronald Reagan Building, International Trade Center, 1300 Pennsylvania Ave., NW, Suite 500/North Tower/Grey, Washington, DC 20004, (hereinafter "SAP") and Brevard County, Florida, a political subdivision of the State of Florida with offices at 2725 Judge Jamieson Way, Viera, FL 32940 ("hereinafter "Licensee").

RECITAL

WHEREAS, Licensee requested proposals for an integrated financial software package under a request for proposal number P-1-8-10, dated February 16, 1998 and in response thereto acquired from SAP the right to use SAP R/3 Software System pursuant to the R/3 Software End-User License Agreement ("End-User Agreement") effective NOVEMBER 23, 1998, between SAP and Licensee. All terms set forth in the End-User Agreement and referred to herein shall have the same meaning as set forth in the End-User Agreement unless otherwise specifically modified by this Agreement.

WHEREAS, SAP provides, through its employees and third party contractors ("Consultants"), software consulting and professional services ("Services") in support of installation and implementation of the Software in the United States which Licensee desires to obtain.

NOW, THEREFORE, In consideration of the mutual promises and obligations in this Agreement, the sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Services To Be Performed. SAP will provide Consultants proficient in the installation and implementation of the applicable SAP Software at Licensee's direction in accordance with Statement(s) of Work that reference this Agreement and are attached hereto and made a part of this Agreement. All Services of the SAP Consultants will be coordinated with the designated Licensee representative. Licensee is responsible for making the necessary internal arrangements for the carrying out of the Services on a non-interference basis. The Statement(s) of Work more fully describes the scope, duration, and fees for the Services. Changes to any Statement of Work may be made upon prior written mutual agreement of the parties hereto.
2. Satisfaction with Performance. If at any time Licensee is dissatisfied with the material performance of an assigned Consultant, Licensee shall immediately report such dissatisfaction to SAP in writing and may request SAP to replace the Consultant. SAP shall use its reasonable discretion in accomplishing any such change.
3. Compensation of SAP. Services will be invoiced in accordance with the fees listed in or referenced in the Statement of Work, Schedules, Exhibits, or Attachments thereto, as applicable.
4. Taxes. The fees listed in the Statement of Work or Schedule thereto do not include federal, state or local sales, use, property, excise, services or other taxes now or hereafter levied. Licensee shall remit such taxes directly to the applicable taxing authorities. Any taxes or amounts in lieu thereof paid or payable by SAP in respect of any such taxes or the fees invoiced in accordance with this Agreement (excepting only taxes on net income) shall be for Licensee's account.
5. Term. This Agreement shall be effective as of the Effective Date, specified below, and shall remain in effect until terminated by either party. Licensee shall be liable for payment to SAP for all Services provided prior to the date of any such termination, in accord with the applicable Statement of Work.
6. Proprietary Information. Both parties shall handle Proprietary Information in accordance with the terms listed in the R/3 Software End-User Value Agreement.

7. Work Product.

7.1 All rights, title and interest in any Extension or Modification shall be governed by the terms set forth in the terms listed in the R/3 Software End-User Value Agreement.

7.2 Licensee agrees that any and all ideas, concepts, or other intellectual property rights related in any way to the techniques, knowledge or processes of the SAP Services and Products provided under this Agreement, whether or not developed for Licensee, are the exclusive property of SAP. SAP shall have the sole and exclusive right, title and ownership to such technology.

8. Limitation of Liability and Indemnification.

8.1 ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, UNDER NO CIRCUMSTANCES SHALL SAP OR ITS CONSULTANTS BE LIABLE TO LICENSEE OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE FEES PAID HEREUNDER OR BE LAIBLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF SAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 The Limitation of Liability set forth in item 8.1 above does not apply to tangible property damage, or personal injury, including death, caused by the gross negligence of SAP. SAP agrees to indemnify, defend and hold harmless Licensee from and against any and all liabilities, damages, losses, claims, suits or judgments, and expenses (including reasonable attorney fees) that Licensee may incur for injury to or death of persons caused by SAP's gross negligence while providing Services on Licensee's site under this Agreement. With respect to tangible property damage caused by SAP's gross negligence, such indemnity shall be limited to the extent of SAP's insurance coverage.

9. General Provisions.

9.1 This Agreement is a personal services agreement and the performance of any obligation hereunder may not be assigned, delegated or otherwise transferred by either party, provided however, that SAP may assign all or part of the work to be performed under this Agreement to a qualified third party.

9.2 If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity shall remain in full force and effect.

9.3 The waiver by either party of a breach or default in any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that is has or may have hereunder operated as a waiver of any breach or default by the other party.

9.4 Any notice required or permitted to be given hereunder shall be deemed sufficient if made in writing and deposited in the United States mail, postage prepaid, registered or certified, and addressed to the other party at the address first set forth above.

9.5 The relationship of SAP and Licensee established by this Agreement is that of an independent contractor.

9.6 Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of SAP or its Consultants including but not limited to Acts of God, fire, flood disaster etc., shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

9.7 During the term of this Agreement and for a period of one (1) year thereafter, Licensee will not directly solicit or hire any Consultant assigned by SAP to perform any of the Service to be provided hereunder. In the event Licensee does hire any such employee without SAP's prior written consent, Licensee will be invoiced at a rate of twenty-five percent (25%) of the employee's annual salary and benefits and Licensee shall make payment within thirty (30) days of date of invoice.

9.8 For Services requiring SAP's presence on any Licensee property. SAP shall during the term of this Agreement and until completion thereof, provide and maintain the following insurance:

a). SAP shall carry workers compensation insurance and liability insurance to protect the from injury sustained by reason of carrying on the work involved in this Agreement.

b). SAP shall carry and maintain during the life of this contract workers compensation and employers liability insurance meeting the requirements of the Florida Workers Compensation Law on all SAP's employees and in the case of any work sublet. SAP shall require subcontractors similarly to provide workers compensation insurance for all of their employees unless such employees are covered by SAP's workers compensation policy. All independent subcontractors must also provide proof of being covered under a workers compensation policy.

c). SAP shall carry and maintain during the life of this contract liability insurance protecting the public from injury or property damages sustained by reason of carrying on the work involved in this contract. The certificate and/or policy shall specifically evidence the following forms of insurance protection.

1. Public liability insurance covering all operations performed by persons directly employed by SAP.
2. Public liability insurance covering all operations performed by any subcontractors to whom a portion of the work may be assigned.
3. Public liability insurance covering all work on the contract performed by any independent subcontractor working under the direction of either the principal SAP or a subcontractor.
4. Automobile bodily injury insurance and property damage insurance on all owned, hired and non-owned motor vehicles employed on the work by SAP.
5. Errors and Omissions Insurance covering all work performed by SAP, anyone directly employed by SAP.

d). The minimum Liability insurance required above under this contract shall have either a combined single limit of at least \$1,000,000 for bodily injury and property damage per occurrence or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. The limits of said insurance shall not however, be a limit of the liability of SAP here under.

e). The insurance required by this contract shall be written by non-assessable insurance companies who are rated "B" or better according to the most recent edition of Best's Key Rating Guide and shall be licensed to do business in the State of Florida.

f). The County, its officers and employees shall be named as additional insured on SAP's General Liability Insurance policies and certificates of insurance.

g). SAP shall furnish the County with certificates of insurance. These certificates shall contain a provision that the insurance company shall provide for thirty (30) days written notice prior to expiration, cancellation or material change to be

sent via certified mail to the Brevard County Government, Gino Butto, Director, Information/Communications Systems Dept. Bldg. C. 2nd Floor, 2725 Judge Fran Jamieson Way, Melbourne, FL 3240.

b). All certificates of insurance shall be signed with an original penned signature of the agent and include the typed name of the agent and agency, address, and phone number. Signature stamps shall not be used on the certificates. All insurance documents must be approved by the County Attorney.

Before commencing any performance under this Agreement, SAP shall deliver the Certificates of Insurance of the County certifying that the policies stipulated above are in full force and effect.

9.9 Governing Law.. This Agreement and any disputes arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of litigation to enforce the terms of this Agreement, or any of the Statements of Work, Exhibits or Schedules hereto, each party shall bear its own attorneys fees and costs, unless otherwise specifically provided for in an indemnification provision, but only with respect to the covenants addressed in the indemnity clause. In the event of any conflicts between foreign law, rules, and regulations, and United States of America law, rules, and regulations, United States of America law, rules, and regulations shall prevail and govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

9.10 This Agreement, including all applicable Statements of Work and Schedules thereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter. No modifications, amendments, or supplements to this Agreement shall be effective for any purpose unless in writing and signed by the parties. In the event of any inconsistencies between the Agreement and a Statement of Work, the Statement of Work shall take precedence over the Agreement. Any purchase order or other document issued by Licensee is for administrative convenience only. In the event of any conflict between the provisions of this Agreement, and any purchase order, the provisions of this Agreement shall prevail and govern and any additional terms in the purchase order or other document shall be inapplicable.

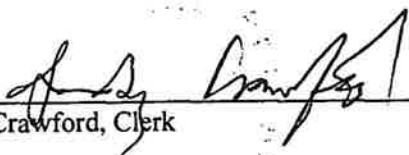
10. Survival. Sections 6, 7, 8 and 9.7 shall survive any termination of this Agreement.

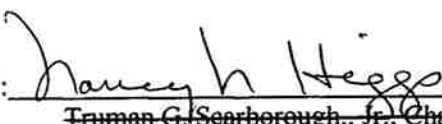
11. Effective Date. This Agreement shall be effective as of November 2, 1998 ("Effective Date").

IN WITNESS WHEREOF, the parties have so agreed as of the Effective Date.


BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

ATTEST:


Sandy Crawford, Clerk

By: 
~~Truman G. Scarborough, Jr., Chairman~~
(As approved by the Board on October 13, 1998)
Nancy Higgs, Vice Chairman

SAP America Public Sector, Inc.

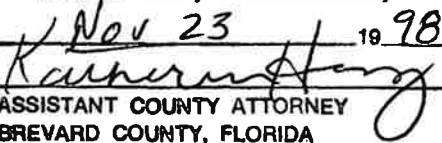
Signature: 

Print name: ROBERT M SALVUCCI

Title: PRESIDENT

Date: 12/17/98

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
Brevard County Government only.

Nov 23 19 98

ASSISTANT COUNTY ATTORNEY
BREVARD COUNTY, FLORIDA

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
BREVARD COUNTY, FLORIDA, AND
SAP PUBLIC SERVICES, INC. (f/k/a SAP AMERICA PUBLIC SECTOR, INC.)**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Amendment") is entered into the date of last signature below by and between SAP PUBLIC SERVICES, INC., ("SAP") and BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County" or "Licensee").

WHEREAS, the County and SAP entered into that certain professional services agreement with an effective date of November 23, 1998, which is incorporated herein by this reference ("PSA"); and

WHEREAS, due to changes to statutory requirements under Florida law, certain provisions must be included in the PSA.

Now, therefore, in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and incorporated herein by this reference.
2. New Section 9.11 *Employment Verification and Unauthorized Alien Workers* is created in the PSA, and shall read as follows:

9.11 Employment Verification. Each Party:

- (a) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement; and
- (b) shall expressly require any of its respective subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement; and
- (c) agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the other Party consistent with the terms of such Party's enrollment in the program. This includes maintaining a copy of proof of its and any of its respective subcontractors' enrollment in the E-Verify program.

Compliance with the terms of this section is made an express condition of this Agreement. This Agreement shall be terminated if either Party hereto has a good faith belief that the other Party, or its agent(s), knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If the County has a good faith belief that an SAP subcontractor knowingly violated Section 448.095(5), Florida Statutes, but SAP otherwise complied with said subsection, then the County shall promptly notify SAP and order SAP to promptly terminate the contract with its subcontractor.

Neither Party may be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, such Party hires or employs a person who is not eligible for employment.

Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

County will not intentionally award publicly funded agreements to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) (Section 274A(e) of the Immigration and Nationality Act).

3. New Section 9.12 *Scrutinized Companies* is created in the PSA, and shall read as follows:

Section 9.12 Scrutinized Companies. SAP certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, County may terminate this Agreement at its sole option if SAP or its subcontractors are found to have submitted a false certification; or if SAP or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

If the order form or statement of work which forms the Agreement is for more than one million dollars, SAP certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, County may terminate this Agreement at its sole option if SAP, its affiliates, or its subcontractors are found to have submitted a false certification; or if SAP, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with

Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

SAP agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Section 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

4. New Section 9.13 *Public Records* is created in the PSA, and shall read as follows:

Section 9.13 Public Records.

The County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes, and all other applicable Florida Statutes. If the materials provided by SAP do not fall under a specific exemption, under Florida or federal law, said materials provided by SAP to the County would have to be provided to anyone making a public records request. It will be SAP's duty to identify the information which it deems is exempt/confidential under Florida/federal law which exempts that information. If a record is marked "exempt" or "confidential" by SAP, or its subcontractors, SAP deems such document exempt and/or confidential as provided under Florida law, including, but not limited to, Section 815.045, Florida Statutes, and Chapter 119, Florida Statutes.

Should any person or entity make a public request of the County, which requires or would require the County to allow inspection or provide copies of records which SAP maintains are exempt from Public Records Law or are confidential, it shall be SAP's obligation to provide the County within 72 hours (not including weekends and legal holidays), of written notification by the County to SAP of the request, of the specific exemption or confidentiality provision so the County will be able to comply with the requirements of Chapter 119, Florida Statutes.

Should the County face any kind of legal action to require or enforce inspection or production of any records provided by SAP to the County, which SAP maintains are exempt or confidential from such inspection/production as a public record, then SAP shall hire and compensate attorney(s) who shall represent the interest of the County as well as SAP in defending such action. To the extent SAP defends such action and to the extent SAP maintains such records are exempt or confidential, SAP shall also pay costs to defend such action and shall pay

the costs and attorney fees assessed to the County which are finally awarded pursuant to Section 119.12, Florida Statutes.

IF SAP HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SAP'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE INFORMATION TECHNOLOGY DEPARTMENT: OFFICE PHONE (321) 617-7395, ALICE.COLON@BREVARDFL.GOV, 2725 JUDGE FRAN JAMIESON WAY, SUITE C-203, VIERA, FL 32940.

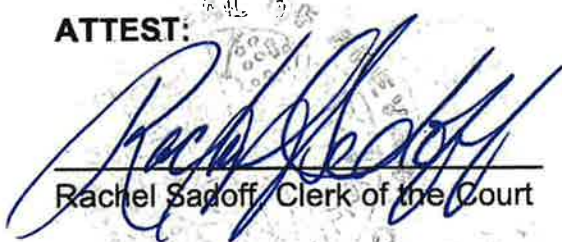
5. **Incorporation.** Unless otherwise provided for herein, all terms and conditions of the PSA, and any amendments or modifications made thereto, which are incorporated herein by this reference, that are not inconsistent with the provisions of this Amendment shall remain in full force and effect.
6. **Severability.** In the event a court of competent jurisdiction finds any sentence, provision, paragraph, or section of this Amendment null and void, the remaining parts of this Amendment shall continue in full force and effect as though such sentence, provision, paragraph, or section was omitted from this Amendment.

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SIGNATURES TO FOLLOW.

IN WITNESS WHEREOF, on the date last signed below, the parties have caused this Amendment to be executed by their duly authorized representatives. This Amendment may be executed in counterparts, each of which shall be deemed an original and, together shall constitute an original executed contract.

ATTEST:


Rachel Sadoff, Clerk of the Court

BREVARD COUNTY, FLORIDA

By: 
Rita Pritchett, Chair

Date: OCT 24 2023

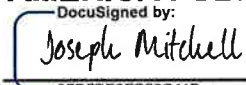
As approved by the Board 10/24/2023.

WITNESS

Signature

Print Name

**SAP PUBLIC SERVICES, INC.
(f/k/a SAP AMERICA PUBLIC SECTOR, INC.)**

DocuSigned by:
Signature: 
9FD7BE9EB78C41B...

Print name: Joseph Mitchell

Title: Assistant GC

Date: October 27, 2023