



Order Form No. 302218175 ("Order Form")
effective May 12, 2016 ("Effective Date")

between

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

and

The School Board of Broward County, Florida
7720 West Oakland Park Blvd
Sunrise, FL 33351 – 6704
(hereinafter "Licensee" or "Customer")

Contact Person SAP: Ed Rivera – Client Partner	Email - Ed.Rivera@sap.com Mobile - 1 215 498-4823
Contact Person SAP: Kevin Daly SFSF Service Manager	Email – Kevin.Daly@sap.com Mobile – 1.484.432.5794
Contact Person Licensee	Email - ed.hineline@browardschools.com Mobile - 754-321-0288

SAP and Licensee agree that this Order Form is a binding agreement for Services governed by the SAP Services General Terms and Conditions ("GTC") (and as attached as Attachment a), including any document referred to therein, as accepted between SAP and Licensee dated 06152016. Together this Order Form and the GTC form the Agreement

Licensee acknowledges it has had the opportunity to review the GTC prior to executing this Order Form. SAP recommends Licensee prints copies of the GTC for Licensee'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. Some versions of SAP agreements use the term "Customer" in place of "Licensee". For purposes of this Agreement including Order Form and referenced Service Descriptions and Scope Document attached hereto, references to "Customer" shall mean "Licensee".

- SAP Services.** The Services to be delivered to Licensee under this Order Form consists of the services specified in the applicable Service Descriptions and 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:

Service Description	Scope Document
SAP Implementation for SuccessFactors	SAP Implementation – SAP Cloud Service ENGLISH v.12-2015 - Scope Document 1 for SAP Implementation for SuccessFactors

- Invoicing.** SAP will mail invoices to the following Licensee billing address:

Attn: Edward J. Hineline
The School Board of Broward County, Florida
7720 West Oakland Park Blvd
Sunrise, FL 33351

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

All payments are due 30 days from the date of SAP's invoice, unless Licensee has documented in writing a good faith basis upon which to dispute an invoice. If a good faith dispute arises, the parties will act quickly to resolve such dispute. The respective senior project managers shall meet within a reasonable period of time not to exceed 5 business days to resolve such dispute. In the event Licensee has such a good faith dispute as to particular items on an invoice, Licensee shall still pay all undisputed items and any portions of the invoice amounts not in dispute in accordance with the payment terms



Notwithstanding anything to the contrary, Licensee acknowledges and agrees that: i) it must provide SAP with a valid purchase order for the Services to be delivered under this Order Form, and SAP shall have no obligation to commence delivery of Services hereunder until it receives such purchase order; ii) such purchase order shall be governed by the terms of the Agreement and this Order Form; and iii) should SAP, in its sole discretion, elect to commence delivery of Services hereunder in advance of its receipt of a purchase order, the same shall not operate as a waiver of any of SAP's rights (including, without limitation, SAP's right to stop its performance of Services at any time during the period where the purchase order remains outstanding).

SAP contact for invoice questions: Kevin Daly; Kevin.Daly@sap.com, 484-432-5794

Licensee contact for payment questions: Edward J. Hinline; ed.hinline@browardschools.com , 754-321-0288

3. Fees and Payment Terms:

Service Fees (excluding taxes, travel and living expenses) under this Order Form, are:

3.1 Service Fees

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

Service Element	Rate (Daily)	Estimated # of days
Project Management Support	1872	2.5
Program Management	2976	5
SAP Cloud Lead Services	1872	63
Execution Services	1872	36.5
Project Management	2472	20
Execution Support Services	512	3.5

The estimated Services Fees are **USD \$257,056** excluding travel and expenses. This estimate is for Licensee's budgetary and SAP's resource scheduling purposes only and is non-binding. The estimate is based on the information provided by Licensee to SAP and SAP's understanding of the Project scope, based on Licensee 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 and material. Services Fees shall be payable monthly in arrears and payment is due net thirty (30) days from the date of SAP's invoice.

The Services will be provided between the Expected Start Date: **July 18, 2016** and the Expected End Date: **November 30, 2016**.

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 8 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 Florida 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.

3.2 Service Location

The location for the Services provided hereunder is identified by Licensee as: *7720 West Oakland Park Blvd, Sunrise, FL 33351* ("Service Location"). Licensee 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 Licensee'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, Licensee shall reimburse SAP for such amounts. Licensee hereby agrees to indemnify SAP for any Taxes and related costs, interest and penalties paid or payable by SAP. Licensee 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 Licensee's locations.



4. **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").
5. **Validity of Offer:** The validity of this offer will expire on **June 30, 2016** unless sooner executed by Licensee and SAP, or extended in writing by SAP.

Accepted by:

SAP Public Services, Inc.
(SAP)

By: Kevin Daly *Kevin Daly*

Title: SuccessFactors Service Engagement
Manager _____

Date: 6.15.2016

Accepted by:

The School Board of Broward County, Florida
(Licensee)

By: Dr. Rosalind Osgood

Title: Board Chair

Date: _____

The School Board of Broward County, Florida
(Licensee)

Approved as to Form and Legal Content:

By: Robert W. Runcie

Title: Superintendent of Schools

Date: _____

The School Board of Broward County, Florida
(Licensee)

Approved as to Form and Legal Content:

By: _____

Title: Office of General Counsel

Date: _____



Exhibit 1
to
Order Form
SAP Reference No. 302218175

effective May 12, 2016 (“Effective Date”)

Scope Document 1 for SAP Implementation for SuccessFactors

The SAP Service Description for SAP Implementation – SAP Cloud Service ENGLISH v.12-2015 (hereinafter: Service Description) as to be found at: <http://www.sap.com/servicedescriptions>.

This Scope Document specifies the Services to be performed and forms part of Exhibit 1 of the Order Form.

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1 Scope of Services

SAP will provide Services to assist Customer with the implementation of the Customer's Leader Tracking System Project.

1.2.1. Solution Scope - Non RDS

SAP will configure the following scope:

Module Scope	Number of Employees	Operating Countries	Translated Languages
SuccessFactors Employee Profile (EP)	15,000	United States	English
SuccessFactors Talent Insights (TI)	15,000	United States	English
SuccessFactors Role Based Permissions (RBP)	15,000	United States	English
SuccessFactors Job Profile Builder (JPB)	15,000	United States	English
SuccessFactors Career & Development Planning (CDP)	15,000	United States	English
SuccessFactors Succession Planning (SP)	15,000	United States	English
SuccessFactors Performance, Talent and/or Compensation Calibration (CA_PM, CA_TAL, CA_COMP)	15,000	United States	English

Further definition of scope will be confirmed during a scoping workshop. SAP will not start configuration activities until the results of the scoping workshop have been approved by SAP and Customer. SAP may consider the results of the scoping workshop to include a material change and therefore a mutually signed Change Order may be required for requested changes to be provided within this Service.

1.2.2. Employee Profile (EP)

SAP will consider in scope the facilitation, activation and/or configuration of the following items:

- Live Profile with multiple Employee and Manager-specific sections
- Simple search for Employees using Directory
- Directory
- Employee Scorecard
- Talent Search – Search for Employees using a query tool
- Tags & Tag Cloud
- Badges



- Facebook integration
- LinkedIn integration

1.2.3.Talent Insights (TI)

SAP will consider in scope the facilitation, activation and/or configuration of the following items:

- Pre-packaged, audience specific, questions-based strategic analysis, reports and scorecards on Customer's SuccessFactors data
 - Includes analysis, reports, and scorecards for Goals, Performance, Compensation, Succession, Recruiting and Development
- Content-enriched graphical reports, 'slice and dice' capability, with best practice content acquired over 30 years of field and academic research
- Purpose of question, key considerations, strategic recommendations
- Benchmark library
- Monthly data refresh
- Power User Network – Best practice sharing based on Customer-driven discussion topics

1.2.4.Role Based Permissions (RBP)

- Set up roles defining access to data and functionality (roles)
- Set up users roles and align / permission to groups
- Set up groups of target users that the granted users have access to view / update
- Configure the following 'standard' roles:
 - Named Users
 - Managers
 - Reporting Super Users
 - Administrators
 - HR
- Configure up to five (5) additional roles / groups as required but not to exceed a total of ten (10) (Note: Customer requirements that identify a need for more than ten (10) roles / groups is the administrative responsibility of Customer).
- Discuss additional data elements which may be required on the Employee Data File

1.2.5.Job Profile Builder (JBP)

- SAP will facilitate the following meetings/work sessions:
 - Business process discussions to map desired future processes for defining job profiles and capturing employee skill data
 - Regular weekly team checkpoints/working sessions
- SAP will work with Customer to:
 - Define Administrators and end-user permissions for JPB and Skills Management
 - Set-up of one (1) Job Profile Template while training the customer on how to make changes and set-up additional templates.
 - Provide guidance on setting-up import files for various content repositories.

1.2.6.Single Sign On

- Implement Single Sign On (SSO)
 - on supported SSO methods

1.2.7.Additional Configuration



- Implement SFTP site to send data files (with PGP encryption, if required)
- Configure Service-wide settings such as password policy
- Configure welcome portlet (HTML content)
- Create embedded links to on-line supporting documentation hosted by Customer
- Create embedded links to HTML documents created by Customer and hosted by SAP
- Configure Performance Notes – standard “sticky-note” configuration.
- Applicable report templates shall be enabled as per the reporting scope.
- Enablement and Permission setup of Presentations feature.

1.2.8. Career and Development Planning (CDP)

SAP will consider in scope the facilitation, activation and/or configuration of the following items:

- Development Plan template
- Learning Activity Template (one [1] for Customer)
- Competency Assessment template (with Performance license)
- Career Worksheet
- Career Paths
- Import of development catalog content (without LMS integration)

1.2.9. Succession Planning (SP)

SAP will consider in scope the facilitation, activation and/or configuration of the following items:

- Live Profile with multiple Employee and Manager-specific sections and Talent Flags
- Instant Succession Nomination (one [1] for Customer)
- Talent Search – Search for potential candidates using a query tool
- Succession Organizational Chart (one [1] for Customer)
- Performance vs. Potential 9 Box (one [1] for Customer)
- How vs. What 9 Box (one [1] for Customer)
- Configuration of Talent Pools or a defined succession population
- Talent Calibration
- Enablement and Permission setup of Presentations advanced features.

1.2.10. Performance, Talent and/or Compensation Calibration (CA PM, CA TAL, CA COMP)

SAP will consider in scope the facilitation, activation and/or configuration of the following items:

- Calibration Templates (up to one [1] for Customer) including data from the following possible sources
 - Employee Profile and Succession Data
- Employee as subject in one (1) or multiple calibration sessions during the same Review Period
- Determination of permission model
- Determination of Roles: Owner, Facilitator, Participant and Subject
- Calibration to fit into form workflow

2. Integration Scope

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

SAP Standard Integration Point	Source System	Target System	Details	Solution Scope from Section 1.1
Employee Data	SAP ERP	SuccessFactors HCM	Includes all data elements in the Employee Profile. Customer is responsible for the transformation and data mapping routine for import into their application.	Employee Profile



Manual and Scheduled Standard CSV Imports: SAP and Customer will discuss business rules and data mapping requirements so that Customer can deliver flat file(s) in SAP-specified standard CSV. SAP can receive files via SFTP and with PGP encryption. SAP will train Customer on how to perform file uploads. Customer is responsible for on-going uploads.

SAP will perform the following integration activities:

- **Integration Architecture Workshop:** Initiates the Integration project for all integration development. Includes definition of detailed Integration Landscape, identification of Integration complexity, establish network connectivity and data transfer methods and complete Architecture Diagram.
- **Analysis:** SAP provides the Business Requirement document (BRD) to the Customer to conduct an analysis of the interfaces identified in the table above SAP will request sign-off of scope before moving onto the Design phase.
- **Technical Design:** As appropriate, SAP will develop and define maps, processes, connections, business rules, process diagrams, and other documentation based on the BRD. The output of this stage will describe the interfaces identified in the table above in more technical detail than the scoping document. A key deliverable is a Technical Design document which requires sign off before moving to the Configuration 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. 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.
- **Transition:** SAP conducts a web-based review session for all interfaces.

Customer will perform the following integration activities:

- Schedule and attend appropriate Boomi sponsored training class or similar training in order to be prepared to support the testing, monitoring and ongoing maintenance of the integration processes.
- **Analysis:** Develop Business Requirements Documentation (BRD) 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 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 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.
- **Implementation:** Customer is responsible for the deployment, ongoing monitoring and required maintenance of the integration processes.

Integration Scope Assumptions:

- All integrations can be delivered via flat file using manual standard CSV, scheduled standard CSV or SuccessFactors integration platform flat files.
- All interfaces will be built by Customer or by SAP using Dell Boomi technology) and unless other agreed between the parties will be hosted by SAP.
- Customer will provide support to the Prepare, Realize, Verify and Launch phases as described in Section 3 – Project Responsibilities and Deliverables.
- 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.

3. Workflows, Reports, Interfaces, Conversions, Extensions, and Forms (WRICF)

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

4. Reporting Scope

The following reporting services and deliverables are provided in scope for this Project:

Enablement of the following reporting tools;

- Online Report Designer for Ad Hoc (Platform), LMS and Advanced Reporting (Employee Central) data
- Dashboards 2.0
- Ad Hoc Report Builder 2.0
- Spreadsheet Reports
- Talent Insights – see configuration scope

Standard Report Templates

There are many Standard Report Templates available within the SuccessFactors HCM Suite, dependent on implemented modules. These templates are designed to work in most environments, and have limited configuration options.

SAP will work with the Customer to assess all Standard Report Templates and;

- *Identify* required templates for customer instance (Customer Responsibility)
- *Enable* required templates for customer instance (SAP Responsibility)
- *Validate* required templates on customer instance (SAP & Customer Responsibility)
- Provide *Gap Analysis* of standard report template configuration VS customer configuration (SAP Responsibility)

Enabling Standard Report Templates includes limited adaption of the Standard Report Templates to match the customer specific configuration.

Adaption does not include adding any additional data to the standard report. Adaption does include;

- Removing invalid references from the report, that are not applicable to customer configuration (i.e. field references that don't exist in the configuration)
- Updating invalid references where there is a clear one-to-one mapping (i.e updating picklist references if a different picklist table is utilised)
- Updating static event reason report filters

There may be one or more standard report templates which are not usable due to certain configuration decisions. Updates to these reports are considered "Custom Reports", and are not within the scope of this Service and may incur additional fees.

The following Custom Reports will be developed by SAP as part of the scope of this Service:

Report	Description	Report Type	Complexity
	1 (One) Ad Hoc	<i>Ad Hoc</i>	<i>Medium</i>
	1 (One) Dashboard	<i>Dashboards 2.0</i>	<i>Low</i>
	1 (One) <i>Pixel Perfect Talent Card</i>	<i>PPTC</i>	<i>Low</i>
	1 (One) Custom Print Layout	<i>Custom Print Layout</i>	<i>Low</i>

Exact Custom Report requirements shall be mutually agreed between SAP and Customer during implementation. In some cases, the SAP development team may find that Customer has requested functionality that is not feasible due to technology constraints. In this case, SAP will highlight the issue, and work with Customer to agree on an alternative solution.

5. Pre-requisites



Customer will have the following Software fully functional before the start of the Project:

Product	Product Version / Support Package	Component	Description
SAP Business Suite	Version 6.0 with Enhancement Package 6	HCM	HR Master Data

6. Geographic and Organization Scope

Geographic and Organization Scope	In Scope
Number of Customer legal entities	One
Country(ies)	United States
Languages	English
Number of users	Up to 5,000

7. Data Migration Scope

Data Migration Scope of Master Data	In Scope for up to these number of records
Employees – number of migrated (initial load)	15,000

Customer and SAP will discuss business rules and data mapping requirements so that Customer can deliver flat file(s) in SuccessFactors-specified format. SAP must receive files via SFTP and with or without PGP encryption. SAP will train Customer on how to perform file uploads using standard available admin file import tools. Customer is responsible for data cleansing, mapping, transformation, operating imports and exports.

Legacy data will be migrated from source system(s) to SuccessFactors utilizing a standard flat-file SFTP process or Admin Tools. SAP will provide Customer with a template / format of the data required. Customer will be responsible for extracting and cleansing data from source system(s) and putting it into the proper format. SAP will assist in the loading of the data via SFTP or Admin Tools, monitoring load jobs and troubleshooting any issues encountered.

8. SuccessFactors SAP Cloud Service

This Project is based on a two (2) system landscape: Test and Production Environment. For Employee Central, a third environment, Development, will be added.

Customer will go live on the then current product version of the SAP Cloud Service. Should additional time or effort be required based on a different version or features at the actual time of implementation, a Change Request may be required.

SAP Cloud Service	The functionality and configuration settings are based upon the following version:	Module
SuccessFactors	1602	HCM – Succession and Development

9. Solution Architecture Services Scope



SAP's Solution Architect views the implementation from a holistic level, focusing on how SuccessFactors modules work together alongside Customer systems and business processes. The Solution Architect will help Customer understand the impact of decisions across modules and business processes.

The following services are in scope for this implementation:

- **Solution Architecture Workshop**
- **[1 day] Solution Architecture Workshop to cover the following areas:**
 - Review current and to-be HR calendar and processes
 - Review SuccessFactors modules – Data flows and Integration points
 - Conduct a high-level systems integration review
 - Identify key dependencies
 - Conduct a stakeholder analysis to identify key usage patterns
 - Review deployment plan (with SAP's Project Manager) Discuss future considerations
 - Discuss future considerations
- Standard System Integration document outlining SuccessFactors modules interaction from a system, data, and process perspective.
- Input into overall project timeline, working with SAP's Project Manager.
- Integration Blueprint document outlining Customer-specific products and business processes, including some or all of the following:
 - Summary of pain points and integration considerations
 - Customized module integration summary
 - Stakeholder analysis
 - Resource planning recommendations
 - Decision timetable – outlining when key decisions need to be made that impact downstream decisions

10. Project Approach

The main project activities are detailed below with the assumed lead and support responsibility indicated.

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 project fees and/or a change in the schedule.

The project follows the applicable parts of the SAP Activate methodology with the following responsibility matrix of tasks per phase. The Customer has the overall accountability for the whole project and all its elements.

- Responsible (R): Charged with performing the activities. The project plan may define additional detailed responsibility at the work unit level.
- Accountable (A): The Customer has overall accountability for the whole 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		
Maintain and update relevant project management documents, 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	I	R



Task	SAP	Customer
and rollout of end-user training, coordination with remote sites, and project communication to the company.		
Resolve questions or issues raised to Customer from the project team (either SAP or Customer resources) within 16 business hours of notification OR promptly as not to effect the Project schedule.	I	R
Prepare Phase		
Prepare Project		
Carry out preparatory steps as needed to start execution of the Service.	I	R
Prepare a project schedule to facilitate SAP's provision of the Services. SAP will identify SAP activities as well as required Customer activities.	R	C
Customer will review and confirm Customer activities on the project schedule.	I	R
Prepare a project structure and agree on roles and standards.	C	R
Prepare the kick-off workshop presentation and an agreed kick-off workshop schedule and list of participants.	C	R
Confirm Prerequisites		
Confirm, in writing, completion of pre-requisites.	I	R
Perform a detailed check to confirm the prerequisites for the start of the Services are met.	R	C
Infrastructure Provisioning		
Obtain access information to the Development Environment and provide information to the SAP Project Manager.	I	R
Create access ids for Customer key users and SAP team members in the Development Environment.	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.	C	R
Provide overview of the business processes included in the Service scope.	R	C
Confirm the planned project schedule by Project phase.	C	R
Explore Phase		
Scope Review Workshop		
Organize validation workshop.	R	C
Demonstrate/Identify business scenarios and highlight configuration decisions.	R	C
Select Customer Defined Options (configuration settings) as listed in section 1.1. SAP will assist the Customer with the selection of these options. Customer to confirm the	C	R



Task	SAP	Customer
selections in writing within 3 business days after the completion of the validation workshop.		
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 business user roles.	C	R
Integration Prerequisites Confirmation		
Confirm integration requirements.	I	R
Create integration specifications.	R	C
Project Team Enablement and Solution Walkthrough		
Review the SuccessFactors learning materials.	I	R
Data Load / Data Migration Preparation		
Provide the templates and instruction for data loads.	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.	I	R
Realize Phase		
Delta Solution Configuration		
Configure the Customer Defined Options and Delta Configuration	R	C
Configure Refinements	C	R
Enable Workflows (alerts).	R	C
Test Customer Defined Options.	C	R
Forms and Reports		
Adopt and test Forms. Enable and test Customer on standard SAP Reports	R	C
Solution Extension Development		
Implement and test delta configuration	C	R
Interfaces		
Set up and test Interfaces.	R	C
Knowledge Transfer Workshop / Train the Trainer		
Provide and set up adequate facilities (room, projector etc.) to support all knowledge transfer / solution walkthrough activities.	I	R



Task	SAP	Customer
Organize attendees for workshop.	I	R
Provide knowledge transfer / solution walkthrough of Customer Defined Options / Configuration Settings and WRICEF.	R	C
User Training Strategy and Plan		
Conduct learning needs analysis.	I	R
Develop the detailed user training plan.	I	R
Import the solution, automated and manual steps, into the Quality Assurance Environment.	C	R
Set-up user IDs for project team members in the Quality Assurance Environment	I	R
Test Solution Preparation		
Finalize the Customer's testing approach and test plan.	C	R
Develop test scenarios and test scripts for Customer 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.	I	R
Resolve agreed incidents/defects found during the loading that are related to SAP Service scope and activities performed by SAP.	R	C
Resolve defects related to the Project 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		
Execute test, manage test status and produce test report; document and prioritize all testing issues/defects encountered.	C	R
Resolve agreed defects found during the testing that are related to SAP Service scope and activities performed by SAP.	R	C
Resolve defects related to the Project which are related to Customer responsibilities.	I	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.	C	R
Production Environment Setup		



Task	SAP	Customer
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
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.	R	R
Delivery to Support Handover		
Set up handover to support services meeting.	I	R
Go Live Support		
Provide go-live and post go-live support.	C	R
Hand Over Deliverables		
Hand over the Deliverables to the Customer Project Manager.	R	C

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.

11. Testing Approach

- Testing for SuccessFactors Core Modules (non WFA/P):

Test Type	Description	Owner
Application Testing	<ul style="list-style-type: none"> • Execute Application Testing to validate that the Service works according to the agreed upon configuration documents. • Update configuration as necessary • Execute additional testing as necessary • Configuration approved for system / User Acceptance Testing (UAT). 	SAP
System / User Acceptance Testing	<ul style="list-style-type: none"> • Customer executes system/UAT to verify that the Service supports the end-to-end business process configured content (forms, workflow, site, permissions, e-mail notifications, reports, etc.) and 	Customer



	<p>confirm the system meets mutually agreed-upon requirements.</p> <ul style="list-style-type: none">• SAP and Customer meet on a regular basis (i.e., daily, 2-3 days per week) in order that any functionality which does not conform to requirements, is addressed and resolved quickly.• SAP will provide a Testing Log to track and monitor opened/closed items.• Customer confirms SSO configuration and successful execution of SSO processes.• New requirements are subject to the Change Control process described below• Customer sign off / approval to move site / configuration to production.	
Integration Testing	<ul style="list-style-type: none">• Verify that the configured Service works in tandem with other SuccessFactors' modules.• Customer is responsible for any testing of integration to systems outside of SuccessFactors modules	Customer

12. Knowledge Transfer Scope

The following knowledge transfer are in scope for this Project:

- **Configuration Walkthrough:** SAP reviews the final configuration with Customer and orients Customer to the self-service materials available on the Customer Community.
- Standard training included with Platform Bundle subscriptions for the term of the applicable subscription year:
- Digital Project Team Orientation (PTO): Project Team Orientation helps prepare Customer's team for configuration discussions with SAP to prepare the team to make the best decisions for a successful implementation.
- Digital Administrator Training: Administrator Training helps prepare Customer administrators to manage the application or provide Customer trainers with the knowledge base to train other administrators. The following documentation is delivered with Administrator training:
 - Administrator (student) Guide in non-editable format
 - Administrator Job Aids in non-editable format

All other custom Training Services are executed under a separate Scope Document.

13. Customer Responsibilities

In addition to the Customer responsibilities as set forth in the Service Description, the Customer is in particular responsible for the following during the Project:

- All data supplied by Customer will be in the pre-defined format as required by SAP.

13.2.1. Solution Architecture

- Customer will collect and provide to SAP one or more of the following: HR strategy statement, existing business requirement documentation (e.g. RFP), process map/documentation, HCM calendar, and/or sample templates.
- Customer provides materials prior to workshop regarding current systems, HR calendar, and business process. Customer has general understanding of goals and business process requirements.



13.2.2. Translations

- Customer will provide any translations required for configuration values and Customer will validate the data in the solution.

13.2.3. SAP HRIS

- Customer is responsible for the configuration of SAP HRIS to support the implementation in this Project. This includes, but is not limited to, Organizational Management (OM), Personnel Administration (PA) and Payroll (PAY). Project Organization.

14. Project Schedule

The current estimated schedule for the Service is as follows. The estimated planned start date will be July 18, 2016. SAP can't

Estimated Schedule for Phase	Estimated Duration (Weeks)	Planned Start Date
Prepare	1	July 18, 2016
Explore	6	July 25, 2016
Realize	10	September 19, 2016
Deploy	3	November 10, 2016

15. Project Milestone

Below are key project implementation milestones that require sign-off.

Prepare
Preparation Quality Gate Sign Off
Explore
Configuration Workbook Iteration #1 Approval
Configuration Workbook Iteration #2 Approval
Configuration Workbook Iteration #3 Approval
Explore Quality Gate Sign Off
Realize
Realization Quality Gate Sign Off
Deploy
Deployment Quality Gate Sign Off*

* The Deployment Quality Gate Sign Off shall be considered completed upon the earlier of: (i) SAP's receipt of actual signature for such sign off from Customer; or (ii) ten (10) days after SAP has presented such sign off to Customer so long as SAP has presented such sign off after the occurrence of the Realization Quality Gate Sign Off.

16. Project Organization

16.2.1. SAP Team

The key SAP project roles are as follows.

SAP Team	Service Elements in Order Form	Level of Involvement



Project Manager	Project Management	Single resource. Part-time. Onsite and offsite.
Functional Consultant (s)	Execution Services	Multi resource. Part-time. Onsite and offsite.
Technical Consultant (s)	Execution Services	Multi resource. Part-time. Onsite and offsite.

16.2.2. Customer Team

The Customer Project team will be as follows:

Customer Project Team	Responsibility / Description	Level of Involvement Typical Time Requirements
Executive Sponsor	Provide effective communication and organization wide commitment Conduct steering committee monthly meetings	Part-time 5% - 15%
Project Manager	Selects and allocates the appropriate subject matter experts for the key user roles on the project Ensures that the resources will be available for the agreed upon duration and percentages of time Ensures Key and End User enablement Manages the change management and risk management processes Ensures the project activities especially data migration and testing remain on track as per the agreed upon plan Manages the relationship with all third party resources. Provides status reporting	Full-time
Business Key Users / Line of Business Champions	Functional area subject matter experts Undertake the set-up of business processes Create and delivery business process training utilizing the solution Review workflow and integration scenarios. Test the solution before go live.	Multiple, Part-time Each 75% - 100%
Data Migration Key Users	Functional area subject matter experts who can verify the quality of the data migration.	Multiple, Part-time Each 25% - 50%
System Administrator	Responsible for technology related Customer activities such as integration and data extraction for migration.	Part-time 25% - 50%
Solution Administrator	Maintains the master data within the application	Part-time 25% - 50%

16.2.3. Project Governance

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



Customer and SAP will work cooperatively during the Prepare phase to establish the Program Governance model. To facilitate communication between SAP and Customer, an SAP and Customer status meeting to clarify open issues and questions will occur weekly.

The Project Governance program will include a regular (monthly or quarterly) meeting cadence at the executive oversight level and encourage the formation of project governance relationships and open communication between the parties. The Project Governance program will include the formation of a Customer steering committee. The Customer steering committee will meet monthly (by phone or on site) to validate progress against the Project plan, to drive prioritization and focus within the Project and drive alignment with the stakeholders across the enterprise. SAP will be represented in the steering committee meeting.

The Project will have sponsorship from Customer's senior management, who will be reasonably available on a timely and regular basis to monitor the Project's progress and to act as a decision maker for policy decisions.

16.2.4. Escalation and Issue Management

An issues management process will be documented and established as part of the overall Project governance. The purpose of this process is to address any and all issues which arise on the Project. Additionally, it will address the prioritization of these issues as well as an effective means for issue escalation and resolution. The details of this process will be established by SAP during the Project Preparation phase, subject to Licensee's approval. Types of issues that would be addressed through issues escalation process may include:

1. Situations that require attention and will impact cost, hours, schedule, resources or the success of the Project
2. Concerns that require attention
3. Unresolved action items
4. Change requests
5. Lack of commitment or availability of Project resources
6. Unaccepted deliverables

In the event that any issues are not resolved by the project 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 resolve the issue before escalation to the next level.
1. SAP Project Manager	Customer Project Manager	1 Business Day
2. SAP Director of Delivery Management	Customer Executive Sponsor	2 Business Days

17. SAP Deliverables and Acceptance

17.2.1. Deliverables

The following table lists the SAP Deliverables.

Phase	Deliverable	Deliverable Description	Completion Criteria
Explore	Gap list	Document detailing the list of additional Interfaces and Extensions identified during the validation workshops.	Gap list is delivered to Customer.



Phase	Deliverable	Deliverable Description	Completion Criteria
Explore	Customer Defined Options (Configuration Settings) Documentation	Identifying the Customer Defined Options / Configuration values set up in the system	Customer Defined Options documentation is delivered to Customer.
Realize	Configured and Unit Tested Solution	Development Environment containing agreed configuration and unit tested.	Unit testing completed and documented.
Realize	Knowledge Transfer / Solution Walkthrough Workshop Materials	Knowledge transfer materials of the configured solution.	Material presented at the workshop is delivered to Customer.

18. Assumptions and Exclusions

The following assumptions and exclusions apply in addition to those set forth in the Service Description. The price in the Order Form is partly based on these assumptions.

18.2.1. Assumptions

- If the Project has not started within two (2) months of the Estimated Start Date as set forth in the Order Form, then a The change order can only be utilized by an amendment in writing, agreed upon by both parties or SAP has the right to terminate the Scope Document without the Customer being able to claim damages.
- SAP may require up to five (5) weeks to assemble a project team. SAP reserves the right not to start the Project until SAP has assembled a project team.
- SAP and Licensee' will jointly conduct workshops as defined in the mutually work plan based on the mutually agreed deliverable due dates and project milestones.
- Prior to Project closure, Customer is not permitted to change any configuration settings since this may interfere with the implementation of the Project.
- Part time resources over and above those identified in the Customer project team will be used to diversify the knowledge base and reduce risk. Other business and technical experts from within Customer will participate on an as needed basis.
- Customer acknowledges that the Services performed may include the export of Customer data. The Customer is responsible that all Customer data provided to SAP does not contain any sensitive defense information for which the export of such data would violate the International Traffic in Arms Regulations or any other applicable export control laws or regulations.
- The full scope of the Service is to be deployed during a single user rollout cycle. The scope of the Service will not be divided into phased functionality deployments or multiple rollout schedules to groups of users.
- SAP will have access to Customer telephones with both international and domestic calling access and Customer will be responsible for any charges associated with such telephone use by SAP related to the project.

18.2.2. Language Translations

- SAP is responsible for configuration/enabling of supported language packs.
- Customer is responsible for translation of any non-delivered (as part of the licensed product) language elements, such as custom sections, field labels, drop down list content, buttons, learning content, depending on each module's functionality.
- SAP is responsible for configuring all translated content, limited to uploading labels, and configuring standard text replacements.

18.2.3. Solution Architecture

- Customer will collect and provide to SAP one or more of the following: HR strategy statement, existing business requirement documentation (e.g. RFP), process map/documentation, HCM calendar, and/or sample templates.



- Customer provides materials prior to workshop regarding current systems, HR calendar, and business process. Customer has general understanding of goals and business process requirements.

18.2.4. Integration

- Integration points included in the Project relate only to specific modules being implemented during this Project.

19. 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.
- Data cleansing or data clean up.
- Coordination of work required from Customer's third party vendors.
- Formalized training on the SuccessFactors solution 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.
- Implementation of any solution or integration scope not explicitly mentioned in this document.
- Customer specific authorizations roles and security concepts. SAP will use the standard authorization content provided with the SuccessFactors Software.
- 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.



**Exhibit 2
to
Order Form
SAP Reference No. 302218175
effective May 12, 2016 (Order Form Effective Date)**

Change Request Procedure

Effective Date of Change Order : _____

The change order can only be utilized by an amendment in writing, agreed upon by both parties

1. Describe the requested change:

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

3. Define additional consulting 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 consulting services and payment schedule, if appropriate.

SAP _____

Customer _____

Signature 1 (SAP)

Signature 1 (Licensee)

Print Name

Print Name

Title

Title

Date _____

Date _____



Attachment A
to
Order Form
SAP Reference No. 302218175

effective May 12, 2016 ("Effective Date")

SAP General Terms and Conditions ("GTC")



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SAP SERVICES GENERAL TERMS AND CONDITIONS

These SAP Services General Terms and Conditions ("GTC") are effective as of the Effective Date of the relevant Order Form and are entered into by and between SAP and Licensee.

RECITALS

WHEREAS, Licensee (or Licensee's parent company) licensed from SAP (or an SAP SE Affiliate, or an authorized reseller of SAP), the right to use SAP Software or SAP Cloud Services pursuant to a License Agreement. Licensee under an Agreement for Services may be an authorized Affiliate or subsidiary that has a right to use the SAP Software or SAP Cloud Services under a License Agreement or order form between SAP (or an SAP Affiliate, or an authorized reseller of SAP SE or an SAP Affiliate) and Licensee's parent company. Some versions of SAP agreements use the term "Customer" in place of "Licensee". For purposes of this GTC, references to "Customer" shall mean "Licensee" and vice versa.

WHEREAS, SAP provides certain Services which Licensee desires to obtain on the basis of certain Service Descriptions. Such Services will be set forth in an Order Form referencing and incorporating these GTC (each an "Order Form").

NOW, THEREFORE, the parties agree as follows:

1. Definitions

- 1.1 "Agreement" means an Order Form for Services governed by these GTC, including any documents attached to and/or referred to in the Order Form and/or GTC.
- 1.2 "Affiliate" of a party means any legal entity in which and as long as a party, directly or indirectly, holds more than fifty percent (50%) of the entity's shares or voting rights. Any such legal entity shall be considered an Affiliate for only such time as such interest is maintained.
- 1.3 "Cloud Service" means any subscription based, hosted, supported and operated on demand solution provided by SAP, or a SAP SE Affiliate or a reseller of SAP SE or an SAP SE Affiliate, under a Cloud Service Order Form.
- 1.4 "Cloud Service Order Form" means all written order forms or other ordering documentation for Cloud Services entered into by SAP, or a SAP SE Affiliate or a reseller of SAP SE or an SAP SE Affiliate, and Licensee.
- 1.5 "Confidential Information" means, with respect to SAP, all information which SAP protects against unrestricted disclosure to others, if it is considered a trade secret pursuant to Sections 119.071(1)(f) and 812.081(1)(c), Florida Statutes, including but not limited to: (a) the SAP Software, documentation, Work Product and other SAP materials, including without limitation the following information regarding the SAP software: (i) computer software (object and source codes), programming techniques and programming concepts, methods of processing, system designs embodied in the software or SAP hosted or on demand services; (ii) benchmark results, manuals, program listings, data structures, flow charts, logic diagrams, functional specifications, file formats; and (iii) discoveries, inventions, concepts, designs, flow charts, documentation, product specifications, application program interface specifications, techniques and processes relating to the software; (b) the research and development or investigations of SAP; (c) product offerings, content partners, product pricing, product availability, technical drawings, algorithms, processes, ideas, techniques, formulas, data, schematics, trade secrets, know-how, improvements, marketing plans, forecasts and strategies; and (d) any information about or concerning any third party (which information was provided to SAP subject to an applicable confidentiality obligation to such third party). With respect to Licensee, "Confidential Information" means all information which Licensee protects against unrestricted disclosure to others and which (i) if in tangible form, Licensee clearly identifies as confidential or proprietary at the time of disclosure; and (ii) if in intangible form (including disclosure made orally or visually), Licensee identifies as confidential at the time of disclosure, summarizes the Confidential Information in writing, and delivers such summary within thirty (30) calendar days of any such disclosure.
Nothing herein in this section shall include any documents considered public records pursuant to Chapter 119, Florida Statutes.
- 1.6 "Consultants" means employees and third party contractors which SAP utilizes to provide Services to Licensee.
- 1.7 "Customer Data" means any content, materials, data and information that Licensee or its authorized users enter into managed services or Customer-specific data that is derived from Licensee's use of the managed services (e.g. Customer-specific reports) as long as such derivative work is not a component of the managed services itself or furnished by SAP under the Agreement. Customer Data shall not include any component of the Services or material provided by or on behalf of SAP.
- 1.8 "Deliverables" means those specific Work Products which are explicitly identified as a deliverable under the applicable Order Form for delivery to Licensee.
- 1.9 "Intellectual Property Rights" means patents of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trade secret, know-how or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, including applications 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.
- 1.10 "License Agreement" means the agreement between SAP (or an SAP SE Affiliate, or an authorized reseller of the SAP software) under which Licensee procured the license rights to use SAP software or SAP hosted or on demand service.
- 1.11 "Order Form" means all written order forms for Services entered into by SAP and Licensee containing the pricing and other specific terms and conditions applicable for each of the Services under an applicable Order Form.

- 1.12 "SAP Software" means (i) any and all software products and Cloud Services licensed to Licensee under the License Agreement as specified in software order forms or Cloud Service Order Forms (or other order forms, schedules or appendices as applicable) thereto; (ii) any new releases, updates or versions thereof made available through unrestricted shipment pursuant to the respective support agreement or warranty obligation and (iii) any complete or partial copies of any of the foregoing.
- 1.13 "Scope Document" means the document that is provided with and becomes part of the Order Form which further defines the scope of Services to be provided and other engagement specifics
- 1.14 "Services" mean those service(s) as further defined by those specific Service Descriptions and Scope Documents provided to Licensee under an Order Form that references this GTC.
- 1.15 "Service Description" means pre-defined descriptions of services found at <http://www.sap.com/servicedescriptions> in effect as of the Order Form effective date.
- 1.16 "Taxes" means federal, state or local sales, VAT, GST, foreign withholding, use, property, excise, service or similar taxes now or hereafter levied all of which shall be for Licensee's account.
- 1.17 "Work Product" means any work product or tangible results produced by or with SAP pursuant to this Agreement, including, but not limited to, works created for or in cooperation with Licensee.

2. Provision of Services.

- 2.1. SAP will provide the Services in accordance with the Order Form.
- 2.2. SAP may utilize third party contractors to perform SAP's duties. SAP shall be responsible for the performance of the Services of such third party contractors to the same extent as SAP is liable for its own Consultants.
- 2.3. If any Service, in whole or in part, cannot be provided by SAP due to a Licensee issue and Licensee fails to provide SAP with reasonable advance notice, the time agreed to be spent by SAP resources on such Service will be charged to Licensee.
- 2.4. The selection of Consultants assigned or deployed to deliver Services is at SAP's sole discretion and SAP reserves the right to replace any Consultant at any time at its sole discretion with a Consultant with equivalent skills.
- 2.5. Any services, Deliverables, and Work Products provided by SAP to Licensee prior to the execution of an applicable Order Form or a Change Request are the sole property and Confidential Information of SAP and shall be governed by the terms of this Agreement. If no Order Form is completed, all Services, Work Products and Deliverables must be returned or deleted and must not be used.

3. Licensee's General Responsibilities.

- 3.1. Licensee is responsible for making the necessary arrangements to allow SAP to perform the Services.
- 3.2. Licensee shall provide and make available all Licensee personnel that SAP reasonably requires in connection with performance of the Services and as may be further addressed in an applicable Order Form.
- 3.3. If the Services are performed at Licensee's site, Licensee agrees to provide necessary access to its site including, but not limited to, appropriate access to Licensee premises, computer systems and other facilities.
- 3.4. Licensee shall appoint a contact person to supply SAP with any necessary or relevant information and who shall have the authority to make decisions or obtain decisions from others expeditiously.
- 3.5. Licensee ensures to have all necessary license rights including third party license rights required for the Services.

4 Change Request Procedures.

- 4.1 Either party can request changes to the Service in accordance with the change request form attached to the Order Form or included in the applicable Service Description ("Change Request").
- 4.2 SAP is not required to perform under a Change Request until agreed to and signed by the parties.

5. Satisfaction with Personnel.

If at any time Licensee or SAP is dissatisfied with the material performance of an assigned Consultant or a Licensee project team member, the dissatisfied party shall promptly report such dissatisfaction to the other party in writing and may request a replacement. The other party shall use its reasonable discretion in accomplishing any such change (which also, in the case of SAP, shall be subject to staffing availability).

6 Compensation of SAP.

- 6.1 SAP will provide an invoice specifying the fees for each of the Services in accordance with the terms of the Order Form. Payment is due thirty (30) days after the invoice is issued. SAP reserves the right to apply late payment interest in accordance with applicable law.
- 6.2 Fees and other charges described in the Agreement do not include Taxes. Any applicable direct pay permits or valid tax-exempt certificates must be provided to SAP prior to the execution of the Agreement. If SAP is required to pay Taxes, Licensee shall reimburse SAP for such amounts. Licensee hereby agrees to indemnify SAP for any Taxes and related costs (including those related to the long term assignment of SAP employees), interest and penalties paid or payable by SAP. This Section shall not apply to taxes based on SAP's income.

7 Term and Termination.

- 7.1 Term of the GTC. These GTC shall remain in effect unless terminated earlier by either party in accordance with this Section 7.
- 7.2 Termination of the GTC for Convenience. Either party may terminate this GTC for convenience upon thirty (30) days' prior written notice to the other party. If these GTC are terminated for convenience prior to the completion of one or more Order Forms, such termination will not affect the continuation of any such Order Form as governed by these GTC.
- 7.3 Term of an Order Form or Service. Each Order Form and Service shall be effective on the effective date set forth in that Order Form, and shall remain in effect until end of term or completion of the Services in accordance with the Order Form, the respective Service Description or Scope Document, or terminated earlier by either party in accordance with this Section 7. For the avoidance of doubt, the termination of any particular Service in accordance with this Section 7 shall not cause or result in the termination of any other Services ordered under the same Order Form nor reduce Licensee's liability for payments to SAP.
- 7.4 Termination of an Order Form for Convenience. Except as otherwise agreed in an Order Form, each Order Form (excluding fixed-price Services and excluding subscription based Services) may be terminated by either party upon thirty (30) days' prior written notice to the other party.
- 7.5 Termination of Agreement and/or an Order Form for cause.
Either party may terminate these GTC and/or an Order Form for cause:
- 7.5.1 upon thirty (30) days prior written notice of the other party's material breach of any provision (including more than thirty (30) days delinquency in Licensee's payment of any money due hereunder or any Order Form) of the Agreement unless such party has cured such breach during such thirty (30) day period; or
- 7.5.2 immediately if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise breaches materially its obligations in Confidential Information or assignment.
- 7.6 Effect of Termination. Licensee shall be liable for all payments to SAP, including all fees and expenses for all Services incurred in the performance of such Services up to the date on which any termination takes effect. All Confidential Information of the other party provided in connection with this Agreement in the possession of such party shall, subject to any legal retention rights and upon request of the other party be returned to the disclosing party or destroyed with certification of such destruction from an individual of authority to bind the respective party. The obligation to return or destroy Confidential Information does not apply to Work Products that are provided by SAP to Licensee, unless the Order Form or Agreement is terminated by SAP in accordance with section 7.5 herein.

8 Intellectual Property Rights.

- 8.1 All title to and rights in the Services, Deliverables and Work Products, and all Intellectual Property Rights embodied therein, including techniques, knowledge or processes of the Services and/or Deliverables (whether or not developed for Licensee), shall be the sole and exclusively property of SAP and SAP SE. Licensee agrees to execute and to ensure its third parties execute such documentation as reasonably necessary to secure SAP's or SAP SE's title over such rights.
- 8.2 Once all amounts due under an Order Form are paid in full and all claims have been satisfied, Licensee is granted a non-exclusive, non-transferable license for the duration of the license granted under the License Agreement, so long as Licensee complies with the terms of the License Agreement and this Agreement to use any Deliverables and Work Products provided to it by SAP under a relevant Order Form under this Agreement in order to run Licensee's and its Affiliates' internal business operations, and otherwise to the same extent as Licensee is granted a license to use the SAP Software, documentation and SAP Confidential Information in the License Agreement.
- 8.3 Licensee must immediately notify SAP in writing if any third party gains unauthorized access to SAP proprietary materials or Confidential Information. Licensee shall take all reasonable steps to stop such unauthorized access.

9 Confidentiality.

- 9.1 Use of Confidential Information. Confidential Information shall not be reproduced in any form except as required by the receiving party to perform its obligations under this Agreement. Any reproduction of any Confidential Information of the other shall remain the property of the disclosing party and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the other, each party: (a) shall take all Reasonable Steps (defined below) to keep all Confidential Information strictly confidential; and (b) shall not disclose any Confidential Information of the other to any person other than its bona fide individuals whose access is necessary to enable it to exercise its rights hereunder. As used herein "Reasonable Steps" means those steps the receiving party takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care. Confidential Information of either party disclosed prior to execution of this Agreement shall be subject to the protections afforded hereunder.
- 9.2 Exceptions. The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (b) has become generally available to the public without breach of this Agreement by the receiving party; (c) at the time of disclosure, was known to the receiving party free of restriction; or (d) the disclosing party agrees in writing is free of such restrictions.

9.3 Confidential Terms and Conditions; Publicity. Licensee shall not disclose the terms and conditions of this Agreement including the pricing contained in an Order Form to any third party. Neither party shall use the name of the other party in publicity, advertising, or similar activity, without the prior written consent of the other, except that Licensee agrees that SAP may use Licensee's name in customer listings and to analyze and leverage details from this Agreement (e.g., to forecast product demand), as part of SAP's marketing efforts (including without limitation reference calls and site visits at times mutually agreeable to the parties, press testimonials, site visits, SAPPHIRE participation). SAP will make reasonable efforts to avoid having the reference activities unreasonably interfere with Licensee's business. Licensee agrees that SAP may share information on Licensee with its Affiliates for marketing and other business purposes and that it has secured appropriate authorizations to share Licensee employee contact information with SAP as needed.

10 Feedback.

Licensee may be invited to participate in certain evaluations, presentations, meetings, surveys or discussions (collectively, "Discussions") for the purpose of informing Licensee of SAP's business and technology direction, and to allow Licensee (or as used herein includes Licensee's affiliates), at its sole discretion, to provide SAP (or as used herein SAP SE or other SAP entity) with input, comments or suggestions from Licensee, regarding SAP's business and technology direction and/or the possible creation, modification, correction, improvement or enhancement of the software, products and/or services of SAP, (collectively "Feedback"). Licensee grants to SAP SE a non-exclusive, perpetual, irrevocable, worldwide, transferable, royalty-free license, with the right to sublicense through multiple tiers, under all relevant Licensee Intellectual Property Rights, to use, publish, disclose, perform, copy, make, have made, use, modify, create derivative works, distribute, sell, offer for sale and otherwise benefit from Feedback in any manner and via any media. Content of Discussions may include areas outside the scope of Services and may relate to any SAP software, products, solutions and/or services. Confidential Information disclosed or made available by SAP, or Licensee during Discussions may only be used for the purpose of the Discussions and shall be protected from unauthorized use and disclosure in accordance with Section 9 of this these GTC. Licensee acknowledges that the information related to software, products, services, business or technology plans of SAP, disclosed during the Discussions, is only intended as possible strategies, developments, and functionalities and is not intended to bind SAP to any particular course of business, product strategy, and/or development.

11 Warranty.

11.1 SAP warrants that its Services shall be performed in a professional workman-like manner by Consultants with the skills reasonably required for the Services. SAP warrants that for ninety (90) following provision of the Service the Deliverables will materially conform with the specifications for that Deliverable in accordance with the respective Service Description or Scope Document. For clarity, the warranty period for Deliverables (if any) resulting from any subscription based Services will in no event exceed the termination date of the subscription based Services. SAP does not warrant error-free or uninterrupted operation of any Service or Deliverable or that SAP will correct all non-conformities.

Licensee shall notify SAP within ninety (90) days of provision of the Service or Deliverable in writing of the alleged warranty breach and provide SAP with a precise description of the problem and all relevant information reasonably necessary for SAP in order to rectify such warranty breach.

11.2 Provided Licensee has notified SAP in accordance with section 11.1 of a warranty breach and SAP validates the existence of such warranty breach, SAP will, at its option:

11.2.1 re-perform the applicable Services or Deliverable;

11.2.2 refund the fee paid or reallocate quota for the specific non-conforming Service or Deliverable.

This is Licensee's sole and exclusive remedy for a warranty breach.

11.3 SAP and its licensors disclaim all warranties express or implied or statutory, including without limitation, any implied warranties of merchantability or fitness for a particular purpose except to the extent that any warranties implied by law cannot be validly waived.

12 Third Party Claims.

12.1 SAP shall defend (at its sole expense) Licensee against claims brought against Licensee by any third party alleging that Licensee's use of the Deliverables, in accordance with the terms and conditions of the Agreement, constitutes an infringement or misappropriation of a patent claim(s), copyright, or trade secret rights. SAP will pay damages finally awarded against Licensee (or the amount of any settlement SAP enters into) with respect to such claims. This obligation of SAP shall not apply if the alleged infringement or misappropriation results from (a) use of the Deliverables in conjunction with any other software, services, or any product, data or apparatus that SAP did not provide; or (b) anything Licensee provides including configurations, instructions or specifications; (c) a modification of the Deliverable by Licensee or by a third party on behalf of Licensee or (d) any use not permitted by the Agreement.

12.2 In the event a claim under Section 12.1 is made or in SAP's reasonable opinion is likely to be made, SAP may, at its sole option and expense: (i) procure for Licensee the right to continue using the Deliverable under the terms of the Agreement; or (ii) replace or modify the Deliverable to be non-infringing without material decrease in functionality. If SAP provides written notice to Licensee that the foregoing options are not reasonably available, SAP or Licensee may terminate the Agreement

12.3 Licensee shall defend SAP and its affiliated companies against claims brought against SAP by any third party arising from or related to (i) any Licensee use of the Services in violation of any applicable law or regulation; (ii) an allegation that the Customer Data, Licensee's use of the Services or anything Licensee has provided to SAP including access to third party software or proprietary information violates, infringes or misappropriates the rights of a third party. The foregoing shall apply regardless of whether such damage is caused by the conduct of Licensee and/or its named users or by the conduct of a third party using Licensee's access credentials.

- 12.4 The obligations under this Section 12 are conditioned on (a) the party against whom a third party claim is brought timely notifying the other party in writing of any such claim, provided however that a party's failure to provide or delay in providing such notice shall not relieve a party of its obligations under this Section 12 except to the extent such failure or delay prejudices the defense; (b) the party who is obligated hereunder to defend a claim having the right to fully control the defense of such claim; and (c) the party against whom a third party claim is brought reasonably cooperating in the defense of such claim. Any settlement of any claim shall not include a financial or specific performance obligation on or admission of liability by the party against whom the claim is brought, provided however that SAP may settle any claim on a basis requiring SAP to substitute for the Services any alternative substantially equivalent non-infringing services. The party against whom a third party claim is brought may appear, at its own expense, through counsel reasonably acceptable to the party obligated to defend claims hereunder. Neither party shall undertake any action in response to any infringement or misappropriation, or alleged infringement or misappropriation that is prejudicial to the other party's rights.
- 12.5 The provisions of this Section 12 state the sole, exclusive, and entire liability of the parties, their Affiliates and their licensors to the other party, and is the other party's sole remedy, with respect to third party claims covered hereunder and to the infringement or misappropriation of third-party intellectual property rights.

13 Limitation of Liabilities.

- 13.1 Notwithstanding anything herein to the contrary, except for damages resulting from (i) unauthorized use or disclosure of Confidential Information (including Customer Data), or (ii) damages resulting from death or bodily injury arising from either party's gross negligence or willful misconduct, or (iii) SAP's right to collect unpaid fees, under no circumstances and regardless of the nature of the claim shall either party (or their respective Affiliates or SAP's licensor's) be liable to each other to or any other person or entity under the Agreement for an amount of damages in excess of the fees paid for the applicable Services under the relevant Order Form or in the case of subscription based Services including managed services, the fees paid in the twelve (12) month period preceding the date of the incident giving rise to the liability, or, any special, incidental, consequential, or indirect damages, loss of good will or business profits, work stoppage or for exemplary or punitive damages.

14 Assignment.

Licensee may not, without SAP's prior written consent, assign, delegate, pledge, or otherwise transfer this Agreement, or any of its rights or obligations under this Agreement, or the Work Products and Deliverables or SAP Confidential Information, to any party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation. SAP may (i) assign this Agreement to any of the SAP SE Affiliates or (ii) subcontract all or part of the work to be performed under this Agreement to a qualified third party.

15 General Provisions.

- 15.1 Severability. It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.
- 15.2 No Waiver. If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
- Electronic signature. Signatures sent by electronic means (facsimile, scanned and sent via e-mail, or signed by electronic signature service where legally permitted) shall be deemed original signatures.
- 15.3 Notice. All notices or reports which are required or may be given pursuant to this Agreement shall be in writing and shall be deemed to be duly given when delivered to the respective executive offices of SAP and Licensee at the addresses first set forth above. Where in this Section 15.3 or elsewhere in this Agreement written form is required, that requirement can be met by facsimile transmission, exchange of letters or other written form.
- 15.4 Independent Contractor. The relationship of SAP and Licensee established by this Agreement is that of an independent contractor and no employment, agency, trust, partnership or fiduciary relationship is created by this Agreement.
- 15.5 Force Majeure. 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 the performing party 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 performance.
- 15.6 Governing Law. This Agreement and any claims arising out of or relating to this Agreement and its subject matter shall be governed by and construed under the laws of Florida, without reference to its conflicts of law principles. In the event of any conflicts between foreign law, rules, and regulations, and Florida law, rules, and regulations, Florida law, rules, and regulations shall prevail and govern. All disputes hereunder shall be subject to the exclusive jurisdiction of the courts located in Florida. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Uniform Computer Information Transactions Act as enacted shall not apply. Licensee must initiate a cause of action for any claim(s) arising out of or relating to this Agreement and its subject matter within one (1) year from the date when Licensee knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).
- 15.7 Non-Solicitation. Neither party shall knowingly solicit or hire, any of the other party's employees involved in the Services during the term of the applicable Order Form and for a period of six (6) months from the termination thereof, without the express

written consent of the other party. This provision shall not restrict the right of either party to solicit or recruit generally in the media.

15.8 Entire Agreement; Written Form. Each Agreement, as defined in an applicable Order Form constitutes the complete and exclusive statement of the agreement between SAP and Licensee with respect to the subject matter hereof and all previous representations, discussions and writings are merged in, and superseded by each such Agreement and the parties disclaim any reliance on any such representations, discussions and writings. An Agreement may be modified only by a writing signed by both parties. An Agreement shall prevail over any additional, conflicting or inconsistent terms and conditions which may appear on any purchase order or other document furnished by Licensee to SAP.

15.9 Hierarchy. In the event of any inconsistencies between the GTC and an Order Form, the Order Form shall take precedence over the GTC. The GTC and the Order Form prevail over any Service Description. The Scope Document prevails over any Service Description.

15.10 Regulatory Matters.

The SAP Confidential Information inclusive of all Services, Work Product and Deliverables and other SAP Materials are subject to the export control laws of various countries, including without limit the laws of the United States and Germany. Licensee agrees that it will not submit the SAP Services, Work Product, Deliverables, other SAP Materials or SAP Confidential Information to any government agency for licensing consideration or other regulatory approval without the prior written consent of SAP, and will not export the Confidential Information to countries, persons or entities prohibited by such laws. Licensee shall also be responsible for complying with all applicable governmental regulations and laws of the country where Licensee is registered, and any foreign countries with respect to the use of the Confidential Information and provision of Customer Data by Licensee and/or its subsidiaries or authorized users.

15.11 Survival.

Sections 7 (Term and Termination), 8 (Intellectual Property Rights), 9 (Confidentiality), 13 (Limitation of Liabilities), 15.6 (Governing Law), and 15.7 (Non-Solicitation) shall survive any termination of this Agreement.

16 System Security and Data Safeguards.

When SAP is given access to Licensee's systems and data, SAP shall comply with Licensee's reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. In connection with such access, Licensee shall be responsible for providing SAP Consultants with user authorizations and passwords to access its systems and revoking such authorizations and terminating such access, as Licensee deems appropriate from time to time. Licensee shall not grant SAP access to Licensee systems or personal information (of Licensee or any third party) unless such access is essential for the performance of Services under the Agreement. The parties agree that no breach of this provision shall be deemed to have occurred in the event of SAP non-conformance with the aforementioned safeguard but where no personal information has been compromised.



Attachment B
to
Order Form
SAP Reference No. 302218175

effective May 12, 2016 (“Effective Date”)

SAP Service Description for SAP Implementation – SAP Cloud Service ENGLISH v.12-2015



sap-service-descript
ion-for-sap-impleme

Service Description

SAP Implementation - SAP Cloud Service

Customer is undertaking a project (“Customer’s Project” or “Project”) to implement SAP Cloud Service(s). Customer is the owner of the Customer’s Project and is responsible for the process, scope, costs, resources and targeted solutions of Customer’s Project.

SAP will provide Services to assist with the Customer’s Project as further defined in the Order Form and the Scope Document. This document provides definitions and content that apply for such implementations.

1. Definitions

1.1 Capitalized terms in this document that are not defined hereto have their meaning defined in the General Terms and Conditions (or alternatively the governing terms and conditions or agreement as set forth in the Order Form) or Scope Document.

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. **Design Based:** an implementation approach that utilizes traditional design techniques and may include SAP Best Practices as a baseline.
8. **Assemble to Order (A2O):** an implementation approach that utilizes a pre-assembled baseline system comprised of SAP Best Practices and/or other implementation accelerators such as SAP Rapid-Deployment Solutions or Engineered Services to perform scope validation and delta scoping activities.
9. **Workflow:** sequence of connected steps triggered by an event to automate a process such as a document approval.
10. **Reports:** technical objects designed to deliver business figures or reports with no change to application data.
11. **Interfaces:** technical objects to transfer information from one system to another. Usually refers to objects that are not part of the SAP licensed Software.
12. **Conversions:** technical objects used to migrate data to SAP applications during the Service.
13. **Extensions:** additions to SAP functionality specific for Customer within the capabilities of the SAP Cloud Service extension framework subject to the terms of the applicable SAP Cloud Service or product agreement.
14. **Forms:** printed or electronic forms containing formatted information from SAP applications.
15. **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.
16. **Development Environment:** a 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.
17. **Quality Assurance 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.

18. **Production Environment:** a SAP system environment (sometimes called realm, platform or tenant) used to execute operational business processes.
19. **User Acceptance Test:** test undertaken by end users to check that the system fundamentally operates according to the agreed scope.

2. SAP Services

- 2.1 The Scope Document will define SAP responsibilities and Services that may include assisting Customer with:
 1. Strategy and planning for the implementation of the SAP Cloud Service
 2. Implementation of SAP Cloud Service
 3. Integration between SAP Cloud Service and on premise and private cloud solutions.

3. Approach

- 3.1 SAP will use the applicable portions of the SAP Activate methodology to perform the Services unless otherwise defined in the Scope Document.
- 3.2 The four phases of the SAP Activate methodology cover the implementation lifecycle for SAP Cloud Service as follows:
 1. **Prepare:** In the Prepare phase, initial planning and preparation activities are executed to start the project.
 2. **Explore:** In the Explore phase, solution scenarios are reviewed within the project scope to verify that business requirements can be met within the boundaries of the solution and project scope. During this process, configuration values are identified for use in the Realize phase.
 3. **Realize:** In the Realize phase, business scenarios and process requirements are configured, integrated and tested in accordance with the project plan and scope of SAP Services.
 4. **Deploy:** In the Deploy phase, the SAP system is prepared for go live.

4. Roles and Governance

- 4.1 The roles and project governance for the Service are defined in the Scope Document.

5. Customer Responsibilities

- 5.1 The overall Customer responsibilities are listed below. Further Customer responsibilities and SAP responsibilities are detailed in the Scope Document.
 1. Ensure purchase of access rights and registration for any usage by Customer for SAP Cloud Service.
 2. Ensure purchase of access rights and registration for any supplier using the SAP Cloud Service.
 3. Ensure all necessary third party license rights as required to allow SAP to perform the Services.
 4. Provide sponsorship from the Customer's senior management, who will be available on a timely and regular basis to monitor the Project progress and to act as a decision maker for policy decisions and issue resolution.
 5. Appoint a Project Manager or alternative primary point of contact from the Customer during the Service to act as the Customer's single point of contact for SAP. This contact) will coordinate all Customer responsibilities including selection and scheduling of all Customer resources during the Service.
 6. Provide trained technical, business process and project management resources to perform Customer responsibilities and to assist with SAP's performance of the Services.
 7. Provide knowledgeable, decision-empowered resources that are available to work on the Customer's Project as part of the team.
 8. Ensure that Customer team members are knowledgeable about the solution being implemented and define their training approach and schedule.
 9. Provide sufficient and appropriate resources to execute testing according to the project plan.
 10. Supply SAP with the names and contact information of key Customer and third party resources assigned to the Project.
 11. Minimize the change in personnel throughout the duration of the Service.

12. Make timely decisions throughout the execution of this Project according to the project plan. Delays in decisions may result in a change request due to impact on SAP resources, deliverables, estimated timelines and fees associated with the Services.
 13. Make available to SAP all appropriate documentation (including documentation of Customer's defined business processes) and necessary reports required for SAP to perform the Services.
 14. Timely configure the solution, creating end user materials and defining groups, roles and permissions based upon the project schedule.
 15. Extract required data and providing it in the formats as defined by SAP.
 16. Validate, cleanse and approve all data to be interfaced or uploaded to SAP Cloud Service.
 17. Establish and maintain telecommunications links as needed for the SAP Cloud Service, as well as local area networks, and the security of its network and related systems including access to virtual meetings tools.
 18. Ensure the performance, reliability, availability or security of any third party system or hardware and third party applications and third party software.
 19. Provide SAP with adequate work space as necessary for the duration of the Services including meeting rooms for work on-site. The work space should include projectors, printers, scanners, copiers, file storage and miscellaneous office supplies as needed. Sufficient temporary desks, or "hot desks", will be made available to enable each SAP resource to have a desk for each day they are on-site. No SAP employees will have an office on the Customer's premises with keys that provide exclusive use of the office to SAP. It is recommended that the SAP team be situated in a secure location. Such work space will be provided before or during the Prepare phase.
 20. Provide SAP with access to Customer's facilities as necessary for the performance of the Services including all necessary identification material (badges, passes, cards, etc.) for the duration of the Services. 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 estimated schedule.
 21. 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 or 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 and/or PCs provided by Customer must have the latest virus protection software.
 22. Provide technical advice regarding any third party systems to which SAP will have access.
 23. Manage the Customer's third party service providers.
 24. Ensure that the Customer's Project is compliant with any relevant governmental and regulatory requirements.
- 5.2 Customer will be responsible for any delays or additional costs resulting from any deficiencies in the Customer responsibilities.
- 5.3 If Customer includes any SAP confidential information and/or Cloud Materials in any Customer-created materials, such as manuals, guides or handbooks in any format or media (collectively "Customer Materials") such Customer Materials shall be restricted to Customer's internal use only and subject to the terms of the Agreement between Customer (and/or its Affiliates) and SAP (and/or its Affiliates) governing Customer's access to and use of the Cloud Services and Cloud Materials. Further, in addition to preserving and maintaining all copyright and trademark notices, the following designation must be placed on every page of each such Customer Material: "This document contains proprietary and confidential information of SAP SE or an SAP affiliate company."

6. Assumptions and Exclusions

- 6.1 Key assumptions are listed below. SAP may identify further assumptions in the Order Form and/or Scope Document.
1. 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.
- 6.2 Any items or services not defined as in scope in the Scope Document are deemed out of scope. SAP may identify further exclusions in the Order Form and/or Scope Document. The following are expressly out of scope:
1. Developments that change or extend the standard SAP Software source code.