## 1. Definitions.
The capitalized terms below have the meanings indicated for purposes of this Supplement. Capitalized terms used in this Supplement but not defined herein have the meanings assigned to them in the applicable Order Form.

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application Management Services or AMS or AM Services)</td>
<td>The post implementation application management as described in this Supplement for a Customer's AMS Environment. AMS consists of various service components listed below. Customer receives only those AM Service components purchased by Customer, as set forth in the applicable Order Form.</td>
</tr>
<tr>
<td>AMS Environment</td>
<td>The applications and related computing environment and/or processes to be supported through the AM Services, as defined in the applicable Order Form.</td>
</tr>
<tr>
<td>AMS Reporting Dashboard</td>
<td>An online reporting dashboard which provides reporting capabilities for all AMS specific requests and services with a customer-specific view.</td>
</tr>
<tr>
<td>Audit</td>
<td>An assessment of the internal controls of the entire process landscape and fulfillment of the process requirements. It is also used to communicate new legal requirements which could lead to the implementation or change of controls, as needed.</td>
</tr>
<tr>
<td>Business Day</td>
<td>Any days from Monday to Friday (exceptions may be specified in the applicable Order Form) with the exception of the public holidays observed at Customer location as specified in the applicable Order Form.</td>
</tr>
<tr>
<td>Business Hours</td>
<td>Business hours (8 a.m. until 6 p.m. local time, exceptions may be specified in the applicable Order) at Customer location on Business Days.</td>
</tr>
<tr>
<td>Change Request</td>
<td>Any changes in the AM Service as described in a written document signed by the parties and referencing the applicable Order Form.</td>
</tr>
<tr>
<td>Customer Data</td>
<td>Any content, materials, data and information that Customer or its Named Users enter into the Computing Environment.</td>
</tr>
<tr>
<td>Change Management Process</td>
<td>A process that defines the procedure through which a change of the business process is authorized, planned and deployed into Customer’s PRD systems within the AMS Environment. All changes in the Customer’s AMS Environment which are not caused by an Incident or Problem or agreed as a Standard Change are considered a Request for Change. Change Management does not only include the implementation procedure, but the holistic process from the requirement to the deployment. Changes are classified by their potential impact to the productive system (Regular Change and Emergency Change). Depending on the potential impact a certain approval level is required.</td>
</tr>
<tr>
<td><strong>Continuous Operations</strong></td>
<td>The Request category Continuous Operations is intended for all Tickets that contain some kind of continuous support for a longer time period. As a rule, these will be periodical/recurring Tickets. They can be used to record proactive support (except monitoring) based on the Customer contract or separate agreements, continued consulting or minor maintenance tasks on request of the Customer if the Customer does not want to create a separate Ticket for each task. Continuous Operations Requests are processed in compliance with the Request Fulfillment process.</td>
</tr>
<tr>
<td>--------------------------</td>
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</tr>
<tr>
<td><strong>Incident</strong></td>
<td>An unplanned interruption of a business process within the AMS Environment. Incident requests are processed in compliance with the Incident Management Process.</td>
</tr>
<tr>
<td><strong>Incident Management Process</strong></td>
<td>The procedure used to restore the business process. An Incident can be resolved by either providing a workaround or by finding and eliminating the root cause (Problem). Once the Incident is solved it may be required to find the root cause (Problem) of the Incident. If such is identified, an approach how to prevent the Problem from occurring again should be found and presented to the Customer.</td>
</tr>
<tr>
<td><strong>Initial Reaction Time</strong></td>
<td>The time between the receipt of a support Ticket (time stamp of Ticket status “open”) and the first action taken by SAP person (time stamp of Ticket status “in process”), to respond to an Incident or process a Service or Change Request.</td>
</tr>
<tr>
<td><strong>Key User</strong></td>
<td>A customer’s specified contact person who has responsibility for a special business process and SAP software knowledge. A Key User is authorized to address Requests to SAP and to give approvals according to current AMS Process Management control framework.</td>
</tr>
<tr>
<td><strong>Managed Operations Control Center</strong></td>
<td>A service provided under SAP AMS engagement that pro-actively monitors pre-defined metrics in productive SAP (and optionally non-SAP) environments. It provides pro-active and remediation processes and procedures for events that impact to business processes and users and uses the monitoring data to will help mitigate provide opportunities for continuous improvement.</td>
</tr>
<tr>
<td><strong>Operations Control Center</strong></td>
<td>A central IT support entity that pro-actively monitors pre-defined metrics in productive SAP (and optionally non-SAP) environments. It provides pro-active and remediation processes and procedures for events that occur before they impact business processes, users or financial performance and uses the monitoring data to provide continuous insight into optimization and innovation potential.</td>
</tr>
<tr>
<td><strong>Problem</strong></td>
<td>A Problem is the underlying root cause of an Incident. A Problem can cause multiple Incidents.</td>
</tr>
<tr>
<td><strong>Product Support</strong></td>
<td>The support provided by the software product manufacturer (e.g. SAP) due to software product errors.</td>
</tr>
<tr>
<td><strong>Request</strong></td>
<td>A question or a task that is addressed to AMS. A Request can be classified as Incident, Request for Change or Service Request.</td>
</tr>
<tr>
<td><strong>Request for Change or RfC</strong></td>
<td>A request for and description of a desired business process change within the AMS Environment. Requests for Change are processed in compliance with the Change Management process.</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Request Fulfillment Process</strong></td>
<td>Service Requests are handled using the Request Fulfillment process if they do not match the prerequisites for any other of the predefined AMS processes (Event Management, Incident Management, Problem Management or Change Management). These Service Requests will be further separated into one of the following categories: Standard Change, Request for Continuous Operations, or other Service Request.</td>
</tr>
<tr>
<td><strong>SAP Support Portal</strong></td>
<td>As part of the Global Support Backbone (included in SAP Enterprise Support), the SAP Service Marketplace is SAP’s knowledge database and SAP’s extranet for knowledge sharing on which SAP makes available content and services to customers and partners of SAP only. Thereby, the <a href="https://support.sap.com/home.html">SAP Support Portal</a> found at <a href="https://support.sap.com/home.html">https://support.sap.com/home.html</a> is SAP’s central portal for all application based support requests via creation of support Tickets.</td>
</tr>
</tbody>
</table>
| **Service Desk** | A centralized function servicing the single point-of-entry for all AMS Requests and Tickets. The Service Desk handles Tickets in compliance with the Service Desk process described below:  
  - Ticket acceptance / rejection (contract, SLA, Key User check),  
  - Ticket monitoring (see SLA),  
  - Ticket dispatching to the AMS core team consultants.  
  The Service Desk process describes the workflow and tasks of the Service Desk function, including  
  - Request / Ticket reception,  
  - Ticket creation (received by phone),  
  - Ticket monitoring,  
  - Ticket dispatching and  
  - Reporting. |
| **Service Level Agreement or SLA** | The Service Level Agreement describes the quality (e.g. Initial Reaction Time) and quantity (e.g. monthly support volume in hours) of agreed services between the Customer and SAP for AMS. |
| **Service Levels** | The minimum service level agreed by SAP in this Supplement or applicable Order Form including Priority Levels and SAP Initial Reaction Times. |
| **Service Request** | A Service Request is any Request which is no Request for Change and no Incident. Service Requests are processed in compliance with the Request Fulfillment process. |
| **Service Time / Service Hours** | Times during which SAP provides Customer with the defined AM Services according to the defined SLA. |
Solution Time or ST

The time between when processing of Ticket begins (time stamp of Ticket status "in process") until the first solution is provided to Customer (time stamp of Ticket status "SAP Proposed Solution" (can be set manually in case of a workaround)). The status "SAP Proposed Solution" means SAP has provided a corrective action or a solution proposal.

The Solution Time does not include the time when the Ticket is handed over to Customer (Ticket status "customer action") or SAP’s Product Support (Ticket status "Sent to SAP") for processing.

The Solution Time SLA only applies to Incident Management Tickets and if specified in the Order Form for AM Services.

Standard Change

Low-impact changes that are pre-defined and pre-authorized. Standard Changes are processed in compliance with the Request Fulfillment process.

See also Service Request, Continuous Operations

Ticket

The electronic documentation of any support request addressed by Customer to SAP. Each Ticket is given a number at the point of time it is created. The Ticket number will be the single reference to the Customer’s request.

Workaround

A workaround is a temporary solution aimed at reducing or eliminating the impact of an Incident for which a full resolution is not yet available

2. Application Management Services. AMS consists of various service components listed and described below. SAP shall provide to Customer only those service components of AMS purchased by Customer as indicated in the applicable Order Form between SAP and Customer. SAP’s provision of AMS is subject to Customer fulfilling its responsibilities described in the AM Services Roles and Responsibilities Matrix incorporated into the Agreement by the applicable Order Form.

- **Incident Management** means accepting Tickets from Key Users according to defined SLA’s, analysis and resolution of Incidents according to the defined scope of applications to which AMS applies and agreed SLA’s, recommendations on application- and system optimization, ticket-based documentation and request involvement of Product Support when necessary.

- **Problem Management** means accepting Tickets from Key Users according to defined SLA’s, root cause analysis and resolution of Problems according to defined scope of applications to which AMS applies and agreed SLA’s, recommendations on application- and system optimization, ticket-based documentation and request involvement of Product Support when necessary.

- **Change Management** means accepting Tickets from Key Users according to defined SLA’s, analysis of Requests for Change according to defined scope of applications to which AMS applies and agreed SLA’s, scope definition, commercial validation and creation of Requests for Change in collaboration between SAP’s Engagement Manager and Customer’s Engagement Manager, both defined in section 3 below: planning and deployment of Requests for Change according to defined scope of applications to which AMS applies and agreed SLA’s after Customers approval either as part of services described during the Operations Phase or as a Change Request to the Order Form; Ticket-based documentation and request involvement of Product Support when necessary.

- **Request Fulfillment** means accepting Tickets from Key Users according to defined SLA’s, implementation of Service Request, request for Continuous Operations and agreed Standard
Change according to defined scope of applications to which AMS applies and agreed SLA’s, Ticket-based documentation.

- **Event Management** means monitoring activities as specified in the monitoring concept and creation of Incident Tickets for identified issues; monitoring alerts, categorization of alerts according to criticality, and creation of Incident Tickets for critical alerts, taking corrective actions by processing the Incident Tickets, proactive adjustment to relevant parameter to avoid further issues, Ticket-based documentation and request involvement of Product Support when necessary,

- **Proactive Services for SAP Applications** means for SAP to proactively perform recurring services, Customer and SAP will agree on a pre-defined service plan defining tasks, efforts and frequency of execution. SAP will execute the agreed Customer specific service plan without further triggering by Customer via a Service Request or otherwise. Proactive services will be documented in a Ticket and will made transparent via the service reporting. Extension and adjustment of proactive services scope need approval and may require a commercial change requests.

  o **Proactive Solution Maintenance** means management of service plan for customer solution maintenance. Which is including: management and execution as SAP Support Packages Stack (SPS) implementation (management of SPS implementation, build central plan based on contribution of involved parties, technical implementation of SAP SPS (not delivered when already cover by underlying SAP cloud offering), application related validation and adjustments for applications in scope), proactive evaluation of available SAP Security Notes and SAP Legal Change Notes, proposal of relevant scope for customer specific application and implementation in alignment with customer specific requirements

  o **Test Management & Execution** means management of testing service plan in operations and performing readjustments on a regular basis. Which is including: Build of test case library for agreed test scenarios, enabling of test automation by scripting test cases, execution of regression test scripts and manual test scenarios (lead time for full & reduced library execution is 2 weeks when not agreed differently), proactive maintenance of test scenarios and scripts for customer solution in scope, including taking corrective actions for test case defects and documenting change logs in Incident Tickets, defect logging and triggering of corrective actions for test findings by creating Incident Tickets for applicable functional area, reporting on test progress during execution

  o **Release & Deployment Management** means management of the release & deployment service plan in operations and performing readjustments on a regular basis. Which is including: definition of release categories, change categories and priorities, provision of customer major and minor release calendar, planning of retrofit activities for dual track landscapes (maintenance and development landscapes), management of release cycles, support the engagement management and coordination of release activities, support of Project Portfolio Management (major releases) and support of Change Request Management (minor releases)

  o **Managed Operations Control Center** The procedure used for provisioning and execution of outsourced Operations Control Center. Which is including: establish critical incident procedures in collaboration with customer business and IT processes, proactive monitoring of pre-defined monitoring metrics, monitoring alerts and exceptions, executing analysis for thresholds that are breached (events), executing documented remediation activities into help mitigate business or operations impact, on demand trigger resolution process for critical incidents on behalf of customer and maintenance of monitoring environment and dashboard capabilities

- **Continuous Improvement** means for SAP to provide continuous improvement services, Customer and SAP will agree on a pre-defined service plan defining tasks, efforts and frequency of execution. SAP will execute the agreed customer specific service plan without further triggering by Customer via a Service Request or otherwise. Continuous improvements services will be documented in a Ticket and will made transparent via the service reporting. Extension and adjustment of continuous improvement scope need approval and might require commercial change requests.

  o **IT Operations Improvement** The procedure used for management of effectiveness of operations improvement service plan in operations and readjustment on regularly basis. Which is including analysis of Customer’s current and targeted maturity state in terms of operations, Application Lifecycle Management, IT Service Management and potentially other specific areas of interest as mutually agreed, trigger implementation and adoption of service plan items as approved by customer and execution of scoping, planning and review workshops.

  o **Business Improvement** The procedure used for regular pro-active analysis of customer business requirements for the SAP application environment, providing SAP solution architecture guidance, identification of potential technological and business process related improvement and innovation potentials, development and maintenance of a improvements backlog, propose high-level implementation design, effort estimation and mapping to release & deployment plan and handover release backlog items into further processing within Change Management as well as Release and Deployment Management

SAP may provide some services in either a proactive or reactive mode. When providing services in a reactive mode, it is Customer’s responsibility to identify issues, problems or work tasks for SAP to perform in providing the Services, each Requests have to be addressed to SAP by opening and sending a Ticket to SAP via SAP Support Portal Place with the full documentation of the inquiry. Tickets can be classified as Event-, Incident-, Problem-, Change Management or Request Fulfilment. When providing services in a pro-active mode, SAP will take the initiative to identify issues, problems or work tasks for SAP to perform in providing the Application Management Services. Unless otherwise agreed in the applicable Order Form, proactive services will only be provided for production systems.

SLA’s will only be measured for tickets created in through SAP Support Portal or Customer’s SAP Solution Manager application which has an online support connection to SAP Service and Support established for the SAP installation in scope of this Agreement or tickets created by SAP in SAP’s support landscape on behalf of the customer.

SAP will provide the above AM Service components selected by Customer as documented in the Order Form for up to the agreed upon number of person hours per month designated in the Order Form. As part of the engagement, SAP will provide the selected AM services (as indicated in the Order Form) only for the AMS Environment. The nature and type of AM activities are defined in the
Annex AMS Roles and Responsibilities. Some services will require tasks to be performed by both Customer and SAP personnel for completion of the service.

The services during live operation are provided remotely by SAP. Onsite services at Customer’s request that exceed the given time requirements require at least one month’s notice and must be submitted in a Change Order in accordance with the Change Request Procedure as defined in Exhibit A. SAP cannot guarantee that it will be able to provide resources for these services.

The platform to be used to create support Requests to SAP AMS will be SAP Support Portal. Customer is responsible for setting up, operating and maintaining its ticketing infrastructure as described in “Customer’s additional responsibilities including Collaboration and cooperative duties” in section 3; unless otherwise agreed in the applicable Order Form. SAP does not take any responsibility for ensuring that the Ticket replication from Customer ticketing infrastructure to SAP is functioning properly.

3. Engagement Approach for Application Management Services
   a. Engagement Management
   SAP and Customer shall each designate an Engagement Manager. Customer’s Engagement Manager shall be empowered to make necessary decisions for Customer or bring about such decision without undue delay and shall provide a list of key Customer contacts, contact role, title, office phone number, cell phone number, e-mail address, etc. Such Engagement Managers shall cooperate closely with each other to administer the terms of this supplement and any Order Forms. All Application Management Services performed by the assigned SAP resources shall be coordinated with Customer’s Engagement Manager.

   b. Engagement Methodology
   An AMS engagement consists of four phases with varying duration: Transition, Stabilization, Operations and Closure.

   b1. Transition
   The Transition phase precedes the Stabilization and Operations phases and has the objective to cooperatively establish all roles, processes and tools required for a successful delivery of the Application Management Services in the next phases. No Tickets are processed during this phase. SAP will provide a support structure to ensure that the resources required to provide the Application Management Services are available and that they have the necessary Customer-specific knowledge of the supported applications that will be used. This includes in particular:
   • Appointing SAP’s Engagement Manager
   • Integration into the processes of SAP’s Service Desk
   • Knowledge transfer to the SAP support team concerning the Customer-specific AMS Environment.

   A mutually agreed project plan will be drafted in detailed discussions with the Customer during the initial stages of the transition and will be used to track all services throughout this phase. One key activity of Transition phase is the knowledge transfer to make the SAP AMS team familiar with the specifics of the Customer’s solution. The intensity and manner of the knowledge transfer depends on the Customer’s IT organization or implementation partner of Customer, if applicable, and the complexity of Customer supported AMS Environment (number of systems, application scenarios, business processes and modifications within the AMS Environment, the number of non-SAP applications and interfaces, and so on).

   The knowledge transfer phase will be coordinated by the SAP Engagement Manager with strong cooperation of Customer or the responsible contact partner of Customer if applicable, and also
with the project manager responsible for the implementation, if applicable. The knowledge transfer will focus on the business processes listed in the Order Form. The knowledge transfer will provide the SAP team with the necessary knowledge required for the provision of the services, which may, as appropriate include information, records, documents, test scripts and data and live demo-sessions pertaining to SAP’s delivering its in-scope services to the Customer.

The Transition phase is a project in itself and consists of 2 primary steps: Transition Planning and Transition Execution (including final service validation and test). The duration of this phase varies depending on the complexity of the AMS engagement.

The main steps in the Transition phase are as follows:

<table>
<thead>
<tr>
<th>Transition Planning</th>
<th>Planning and Preparation</th>
<th>Detailed workshops between Customer and SAP (including skills requirements gathering for staffing, knowledge transfer planning, etc.), team on-boarding (Customer related, cultural, etc.), defining responsibility matrix and governance models.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Setup</td>
<td></td>
<td>Request and provisioning of infrastructure and application accesses and other resources necessary to support Customer. Setting up and testing of ticketing tool.</td>
</tr>
<tr>
<td>Transition Execution</td>
<td>Knowledge Acquisition</td>
<td>SAP to attend expertise transfer sessions led by Customer or responsible contact partner of Customer, if applicable, gather, update and/or prepare documentation, if necessary. Review of documentation provided by Customer.</td>
</tr>
<tr>
<td>Shadow Support</td>
<td></td>
<td>Optional Step: SAP to observe and assist Customer team on-site or remotely (locations to be determined).</td>
</tr>
<tr>
<td>Reverse Shadowing</td>
<td></td>
<td>Optional Step: SAP to perform services while Customer team to support, as escalation contacts.</td>
</tr>
<tr>
<td>Finalize Transition Phase</td>
<td></td>
<td>Service Test on SLA Management, Reporting and Monitoring. SAP to perform final Operations Readiness checks and move on to coordinate cutover activities Sign off of the Transition phase by Customer and SAP.</td>
</tr>
</tbody>
</table>

In addition to Customer Responsibilities and Obligations regarding Application Management Services listed in this Customer is required to provide the following during the Transition phase:

- Detailed system documentation for the supported systems
- Ensure that SAP Personnel receive all necessary usage rights for Customers systems. During the planning phase, it will be determined which authorizations have to be assigned to these users.
- Customer’s Key Users will support the SAP AMS team in acquiring the necessary knowledge for supporting the business processes in scope. In addition, Customer will provide the relevant documentation required for Application Management Services, and other documents if required.

**b2. Stabilization**

The Stabilization phase precedes the Operations phase and has the objective to mature all aspects of solution operations to a steady state when productive SLA measurement starts in the Operations phase. This phase is optional and depending on Customer’s specific situation. During the Stabilization Phase the services described in section 2 will be provided remotely in accordance with the agreed scope, but without SLA’s. Tickets are processed in compliance with the Event-, Incident-, Problem-, Change Management or Request Fulfilment Process. During this phase application landscapes shall be stabilized and the consultants’ intimacy with the system landscape increased.
If necessary, SAP will also provide support onsite under this agreement for up to an agreed number of days per event as designated in the Order Form for AMS. Services provided onsite require prior notification irrespective of the priority of the issue at hand. Onsite services are documented in a Ticket which has to be processed in compliance with the Event-, Incident-, Problem-, Change Management or Request Fulfillment Process. The duration of this phase varies depending on the complexity of the AMS engagement.

The main steps in the Stabilization phase are as follows:

<table>
<thead>
<tr>
<th>Stabilization Operations</th>
<th>Kick-off Operations</th>
<th>Conduct a kick-off meeting with the Customer organization (e.g. key users).</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Finalize documentation and ITSM procedures</td>
<td>Business processes and technical documentation by Customer and AMS Procedural Manual by SAP will be updated along the experiences made in the stabilization phase to complete relevant documentation to provide the services.</td>
</tr>
</tbody>
</table>

**b3. Operations**

The Operations Phase is the main phase of the AMS engagement. The services described in section 2 during live operation are provided remotely by SAP and will be documented in a Ticket which has to be processed in compliance with the Event-, Incident-, Problem-, Change Management or Request Fulfillment Process. All Tickets are processed in accordance with the agreed SLA’s and solution scope as defined in the applicable Order Form. If necessary, SAP will also provide AM Services onsite for up to an agreed number of days per event as designated in the Order Form for AMS. Services provided onsite require prior notification irrespective of the priority of the issue at hand. Onsite services are documented in a Ticket which has to be processed in compliance with the Event-, Incident-, Problem-, Change Management or Request Fulfillment Process. Onsite services at Customer’s request that exceed the given time requirements require at least one month’s notice and must be submitted in a Change Order in accordance with the Change Order Procedure. SAP cannot guarantee that it will be able to provide resources for these services. The main steps in the Operations phase are as follows:

<table>
<thead>
<tr>
<th>Operations</th>
<th>Service delivery</th>
<th>Perform day-to-day monitoring and support</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SLA monitoring</td>
<td>Perform SLA monitoring to prevent SLA violations</td>
</tr>
<tr>
<td></td>
<td>Governance meetings</td>
<td>Perform regular internal meetings and meetings with the customer to ensure quality of service delivery and to discuss and agree on proactive tasks as well as continuous improvements</td>
</tr>
<tr>
<td></td>
<td>Reporting and Invoicing</td>
<td>Provide regular reporting</td>
</tr>
<tr>
<td></td>
<td>Update documentation about ITSM procedures</td>
<td>Regularly review and update of business processes and technical documentation by Customer as well as the AMS Procedures Manual by SAP.</td>
</tr>
</tbody>
</table>

**b4. Closure**

The Closure Phase is the last phase of the AMS engagement. The start and end of this phase is not planned at the time of contracting but agreed on once either Customer or SAP provide termination notice, the duration of this phase varies depending on the finalization of activities. The objective of the Closure Phase is to jointly ramp down the AMS service at SAP by handing back responsibilities to the Customer. SAP will return all Customer documents received and provide support to the knowledge transition sessions as may be requested by the Customer during this engagement Closure Phase.
During the Closure phase service delivery continues as described in Operations Phase, i.e. this particularly includes Ticket processing in compliance with the Event-, Incident-, Problem-, Change Management or Request Fulfillment Process. Additional activities are managed in a project. A joint project plan (Exit Plan) will be drafted in detailed discussions with Customer during the initial stages of the Closure Phase and will be used to track all services throughout this phase.

The main steps in the Closure Phase are as follows:

<table>
<thead>
<tr>
<th>Knowledge Transfer</th>
<th>Knowledge Transfer sessions</th>
<th>Customer to attend knowledge transfer sessions led by SAP.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Handover meeting and sign-off</td>
<td>Customer and SAP verify that if all closure action items have been executed and customer signs off the official end of the engagement.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Engagement Closure</th>
<th>Ticket handling</th>
<th>Ticket processing and confirmation by the Customer before Services end</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deactivation</td>
<td>Termination of processes, meetings, final reporting and invoicing</td>
<td></td>
</tr>
<tr>
<td>Setup</td>
<td>Deactivation of users, infrastructure and tool environment</td>
<td></td>
</tr>
</tbody>
</table>

**c. Service Levels**

Service Levels for Application Management Services can be defined as following:

- Initial Reaction Time
- Solution Time (if agreed in the Order Form)
- Service Time

The specific values for each of the above Service Levels will be specified in the relevant Order Form and will apply based per the definition for Ticket priorities below.

Solution Time SLA is met if – within the Service Level – SAP provides a solution proposal for resolving the issue or a workaround. If the solution proposal is based on a workaround, SAP and Customer will agree on an action plan for creating and implementing a permanent resolution. This action plan includes a timeline, action items and persons responsible. Solution Time SLA is measured in the SAP AMS Ticket tool.

If Customer changes the priority of a Ticket, the service levels “Initial Reaction Time” and “Solution Time” restarts from this point.

The Solution Time starts when the Ticket status is set to “In Process”. Solution time stops when the Ticket is on status “Customer Action” and continues to count when it is on status “In Process” at SAP. Solution Time also stops if SAP sets the status “On Hold” and only continues to count when the status is set to “In Process” by SAP. The status “On Hold” may be set in the following situations:

- Returning Ticket to Customer to request additional information
- Returning Ticket to Customer to request a solution approval
- Circumstances that are beyond the control of the SAP AMS team (see more below)
- Delays caused by 3rd Parties (i.e. not by SAP AMS team). In this context other SAP units than SAP AMS are also considered “3rd Parties”.

Solution Time SLA is only applicable under the following circumstances:

- Ticket is classified as “Incident”.
- Issue occurs in a productive system
- Ticket priority is set in accordance with the priority definitions

Those times that a Ticket is with Product Support are excluded from the Solution Time calculation.

Solution Time is only applicable if the prerequisites for Solution Time SLA are met and if Customer performs his collaborative and cooperative duties. That means in particular:
• Customer provides working remote access for SAP.
• Customer ensures system availability of SAP Systems described in the applicable Order Form, especially hardware and network.
• Customer provides all authorizations required for SAP to provide the described and agreed services. This includes in particular technical authorizations needed to work in SAP Systems described in the applicable Order Form.
• Customer ensures that changes in the SAP Systems, which were not implemented by SAP, will be made known to SAP ex ante. This is done by handing over a documentation describing all technical and process aspects of the change. These changes will be added to the scope based on mutual agreement.
• Customer ensures that all required information is given to investigate the issue. That means, that a Ticket must include at least the following:
  1. step by step instructions for reproducing the issue,
  2. a set of data to reproduce the issue
  3. a precise description of the issue (including comparison of actual and expected system behaviour).
• Customer ensures that Key Users with sufficient functional and technical expertise as well as decision making authorization are available and reachable (including contact data such as phone number).
• Customer creates Tickets in SAP Support Portal.
• Customer actively supports the resolution process. That means in particular that Customer without delay validates the proposed solution,
• Customer provides all required information without delay, and
• Customer ensures that all provided data and information are correct.

The following time windows are explicitly excluded from Solution Time SLA:
• Maintenance windows according to the Customer requirements
• Time windows which can be attributed to technical unavailability of the software solution (hardware, network, infrastructure or other)
• Time windows which can be attributed to issues caused by the Hosting Provider
• Time windows which can be attributed to issues with software products that are not included in the scope.

In case of events of force majeure and other Incidents not caused by SAP, which prevent a smooth and uninterrupted resolution process, Solution Time will not be applicable until normal operations can be re-established.

If Customer fully or partially fails to comply with one or multiple of the listed prerequisites or only fulfils one or multiple of the listed prerequisites in the required quality or not within the required time and if there are delays caused by that SAP will not be in default even if the Solution Time expired. The onus for noncompliance of business process availabilities, the fulfilment of requirements, the reaction times and resolution times lies with Customer.

d. Ticket Priorities

The following priority levels (Ticket priorities) apply to all Tickets (such priority to be assigned by Customer and may be re-assigned by SAP based on the criteria below and acting reasonably):

**Very High:** An Incident should be categorized with the priority "Very High" if the incident reported has very serious consequences for normal business processes or IT processes related to core business processes, and urgent work cannot be performed. This is generally caused by the following circumstances:
• A production system is completely down.
• The imminent go-live or upgrade is jeopardized.
• The core business processes of Customer are seriously affected.
• A workaround is not available.

The incident requires immediate processing because the malfunction may cause serious losses.
**High:** An Incident should be categorized with the priority "High" if normal business processes are seriously affected. Necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the AMS Environment that are required immediately. The Incident is to be processed as quickly as possible because a continuing malfunction can seriously disrupt the entire productive business flow.

**Medium:** An Incident should be categorized with the priority "Medium" if normal business processes are affected. The problem is caused by incorrect or inoperable functions in the AMS Environment. The Customer orders a change to or an service for an existing critical business process.

**Low:** An incident should be categorized with the priority "Low" if the problem has little or no effect on normal business processes. The problem is caused by incorrect or inoperable functions in the AMS Environment that are not required daily, or are rarely used. This priority is also used for any other service request.

**e. Service Reporting for AMS**

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

- Overview of the supported applications within the AMS Environment in scope of the services provided
- Management summary / recommendations for continuous improvement
- Total number of Tickets received including break down per service category, per priority, per location, per application
- Total number of completed / not completed Tickets including break down per application
- Total efforts for Tickets processed per month and accumulated over last 12 months (including break down per application and service category)

In addition a real time Ticket reporting is available online via the AMS Reporting Dashboard providing detailed information (including ticket ID, priority, application, service category, status) on tickets for AMS.

**f. SAP and Customer Roles and Responsibilities**

SAP and Customer will execute the key engagement activities as follows:

<table>
<thead>
<tr>
<th>Key Engagement Tasks</th>
<th>SAP Role</th>
<th>Customer Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepare Engagement</td>
<td>A/R</td>
<td>C</td>
</tr>
<tr>
<td>Kick-off Workshop</td>
<td>A/R</td>
<td>C</td>
</tr>
<tr>
<td>Transition and hand over (in accordance with XXX)</td>
<td>C</td>
<td>A/R</td>
</tr>
<tr>
<td>Application Management Services (as scoped in this document)</td>
<td>R</td>
<td>A/C</td>
</tr>
<tr>
<td>Operate Application</td>
<td>C</td>
<td>A/R</td>
</tr>
</tbody>
</table>

(R) Responsible Has responsibility, at a tactical level, for the execution of the task. This is the "Doer". Answers to the 'Accountable' party.
(A) Accountable  
Has approval authority. Provides guidance and strategic direction in the execution of a task through delegation to the ‘Responsible’ party; may contribute, but does not necessarily execute the task.

(C) Consulted  
Has the opportunity to provide input when a decision affects his/her area. Will be conferred with prior to decisions being made or approval being granted, but does not make the final decision or grant approval.

(I) Informed  
Is notified after any decision has been made, yet before action has been taken.

(A/R) Accountable/Responsible  
Has approval authority and tactical responsibility. Provides guidance and strategic direction in the execution of a task and executes the task. The "Doer" as well as the "Approver"

g. Engagement Governance
To support effective communication between SAP and the Customer, SAP and Customer will regularly conduct a status meeting, to clarify open issues and answer questions, according to the frequency defined in the table below:

<table>
<thead>
<tr>
<th>Event</th>
<th>Attendees</th>
<th>Time &amp; Date</th>
<th>Purpose</th>
<th>Frequency</th>
<th>Typical Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer and SAP weekly meeting</td>
<td>• Customer SME, Customer Engagement Manager &amp; SAP Engagement Manager</td>
<td>1 hour date and time TBD</td>
<td>• Weekly status update&lt;br&gt;• Review open items&lt;br&gt;• Discuss risks &amp; issues and agree resolutions&lt;br&gt;• Review open or breached incidents/problems or configuration requests</td>
<td>Weekly</td>
<td>Face to Face and/or Tele conference or Video Conference</td>
</tr>
<tr>
<td>SAP provides monthly Service Reporting</td>
<td>• N/A</td>
<td>Monthly event</td>
<td>• Provide transparency on actual service delivery and SLA performance of the last month</td>
<td>Monthly</td>
<td>Monthly Service Report</td>
</tr>
<tr>
<td>Customer and SAP Steering Committee Meeting</td>
<td>• Steering Committee Management, Customer Engagement Manager &amp; SAP Engagement Manager</td>
<td>2 hours date and time TBD</td>
<td>• Review Transition progress&lt;br&gt;• Review financials, timelines &amp; outputs&lt;br&gt;• Review risks and issues&lt;br&gt;• Resolve action items&lt;br&gt;• Gather feedback</td>
<td>Quarterly</td>
<td>Face to Face</td>
</tr>
<tr>
<td>Customer and SAP Contract Review</td>
<td>• Management Customer Engagement Manager &amp; SAP Engagement Manager</td>
<td>1 day Date and time TBD</td>
<td>• Review Scope Document timeline, scope, service hours, number of resources</td>
<td>Yearly</td>
<td>Face to Face</td>
</tr>
</tbody>
</table>
When the AM Service scope items “Business Improvement” and/or “IT Operations Improvement” have been chosen, the following additional governance events will be typically conducted by SAP and Customer.

| Business Improvement - Planning meeting | • Customer management and SME (business owner, architects, customer’s engagement manager)  
• SAP Engagement Manager, SAP Solution Architect | 2 days  
Date and time TBD | • Set business priorities and focus areas for improvements and innovations  
• Validate provide business requirements and maintain backlog  
• Define action items and link to solution release calendar  
• Creation of yearly business improvement service plan and initiate sign-off by customer | yearly | Service Planning Workshop (Face to Face and/or Tele conference or Video Conference) |
| Business Improvement - Operational Review & planning session | • Customer SME  
• SAP Engagement Manager, SAP Solution Architect | 2 hour  
Date and time TBD | • Review of business improvement activities and delivered value  
• Review of on-going activities and open action items  
• Update of business improvement service plan and initiate sign-off by customer | TBD (quarterly/monthly) | Review & planning session (Tele conference or Video Conference and/or Face to Face) |
| IT Operations Improvement - Assessment & planning meeting | • Customer management and SME (IT process owner, architects, engagement manager)  
• SAP Engagement Manager, SAP Solution Architect | 2 days  
Date and time TBD | • Baseline assessment of current operations efficiency  
• Determination of operations improvement KPIs  
• Review of previous period improvement KPIs  
• Creation/update of rolling operations improvement service plan | yearly | Service planning workshop (Face to Face and/or Tele conference or Video Conference) |
h. Customer’s additional responsibilities including Collaboration and cooperative duties

(i) Customer is responsible to provide SAP reasonable and sufficient documentation of its business processes in order for SAP to perform its responsibilities.

(ii) AM Services will be provided only after a Ticket has been issued to SAP detailing the request in the SAP Support Portal.

(iii) Customer will ensure that SAP has access to the supported systems within Customer’s AMS Environment and will bear any expenses required for this purpose.

(iv) Customer is responsible to ensure that non-SAP Product Support parties reasonably cooperate in their timely receipt and handling of queries and Tickets forwarded from SAP.

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

(vi) Customer will ensure that the release of any new or upgrade to Software complies with the interface requirements of the scope of applications that are the subject of the AMS services and will notify SAP at least eight (8) weeks prior to the release of any new or upgrade to the Software.

(vii) During the Term, Customer names and maintains a representative who will be Customers’ primary point of contact in dealing with SAP and will have the authority and power to make decisions with respect to any action to be taken by Customer under this contract.

(viii) The Customer Key Users are capable of providing 1st Level Support to the end-user community. Customers 1st Level Support gathers Customer’s information on a disruption of service or on a Service Request. For a disruption of service, Customers 1st Level Support will try analyze the issue, figure out a solution or work-around or pass it to SAP AMS.

(ix) Customer and SAP will replace inappropriately skilled team members or vacated team slots as deemed necessary during the engagement without undue delay.

(x) In due time before start of the Transition Phase, Customer will make technical documentation, end-user documentation and business process documentation available to SAP in English language (exceptions may be specified in the applicable
Order Form). In case Customer fails to provide this documentation on time or if the
documentation does not have the required level of detail, the AMS start might be
delayed and support efforts by SAP and fees chargeable to Customer might increase.

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

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

(xiii) During the agreed service times Customer will ensure the availability of a sufficient
number of Key Users who have the required technical-, application and business
process knowledge and sufficient skills to communicate with SAP’s AMS Consultants in
the agreed support language and will provide to SAP a list of the Key Users and any
third party resources assigned by Customer, including name, function, phone number,
fax number and email address. Customer will ensure that all Key Users are familiar
with the support process including Ticket creation and processing via the SAP Support
Portal or Customers SAP Solution Manager Application.

(xiv) If Customer fails or partially fails to comply with these collaborative and cooperative
duties or if Customer fails to comply with these collaborative and cooperative duties in
the right quality or if Customer fails to comply on, SAP can request adjustments of the
schedule and/ or charge additional fees to address increased SAP costs resulting from
the Customer’s non-compliance.

(xv) Customer is responsible for adaptations or extensions to the solution, for example,
one caused by Customer’s changing requirements or structures (Organizational
Change Management).