A. SAP S/4HANA Cloud, Private Option

1. DEFINITIONS

<table>
<thead>
<tr>
<th>SAP S/4HANA Cloud, private option Application Management Services (“S/4HANA CPO AM Services”)</th>
<th>The post implementation application support described in Section B of this service description for Customer’s S/4HANA Cloud, private option environment, and provided as part of the S/4HANA CPO subscription purchased by Customer under an Order Form.</th>
</tr>
</thead>
<tbody>
<tr>
<td>SAP S/4HANA Cloud, private option</td>
<td>a package of services provided to Customer pursuant to an Order Form consisting of S/4HANA Enterprise Cloud Services (including the specific Subscription Software included in the package as set forth in section 2 below), Enterprise Support and S/4HANA CPO AM Services.</td>
</tr>
</tbody>
</table>

2. SAP S/4HANA CLOUD, PRIVATE OPTION PACKAGES AND SUBSCRIPTION SOFTWARE

2.1. S/4HANA Enterprise Management Cloud, private option

Subscription Software included in the S/4HANA Enterprise Management Cloud, private option is comprised of the following software components:

- SAP S/4HANA Enterprise Management
- SAP Single Sign-On
- SAP NetWeaver Gateway

2.2. SAP S/4HANA Finance Cloud for receivables management, private option:

Subscription Software included in the SAP S/4HANA Finance Cloud for receivables management, private option is comprised of the following software components:

- SAP S/4HANA Finance for receivables management


Software included in the SAP BusinessObjects Planning and Consolidation for SAP S/4HANA Cloud, private option, is comprised of the following software components:

- SAP Business Planning and Consolidation, version for SAP NetWeaver

2.4. SAP S/4HANA Finance Cloud for cash management, private option:

Subscription Software included in the SAP S/4HANA Finance Cloud for cash management, private option includes

- SAP S/4HANA Finance for cash management

2.5. SAP S/4HANA Finance Cloud for in-house cash, private option:

Subscription Software included in the SAP S/4HANA Finance Cloud for in-house cash, private option is comprised of the following software components:

- SAP S/4HANA Finance for In-house Cash

2.6. SAP SAP S/4HANA Finance Cloud for treasury and risk management, private option:
Subscription Software included in the SAP S/4HANA Finance Cloud for treasury and risk management, private option is comprised of the following software components:
  • SAP S/4HANA Finance for Treasury and Risk Management

2.7. **SAP S/4HANA Finance Cloud for shared services framework, private option:**
Subscription Software included in the SAP S/4HANA Finance Cloud for shared services framework, private option is comprised of the following software components:
  • SAP Shared Service Framework for Finance
  • SAP Shared Service Framework for HR

2.8. **SAP BusinessObjects Enterprise, professional edition for cloud solutions, private option:**
Subscription Software included in the SAP BusinessObjects Enterprise, professional edition for cloud solutions, private option is comprised of the following software components:
  • SAP Business Objects Enterprise, professional edition

2.9. **SAP S/4HANA Cloud for central finance foundation, private option:**
Subscription Software included in SAP S/4HANA Cloud for central finance foundation, private option is comprised of the following software components:
  • SAP S/4HANA Finance Central Finance Foundation

2.10. **SAP S/4HANA Supply Chain Cloud for commercial project management for workspaces, private option:**
Subscription Software included in SAP S/4HANA Supply Chain Cloud for commercial project management for workspaces, private option is comprised of the following software components:
  • SAP S/4HANA for commercial project management workspaces

2.11. **SAP S/4HANA Supply Chain Cloud for commercial project management for cost and revenue planning, private option:**
Subscription Software included in SAP S/4HANA Supply Chain Cloud for commercial project management for cost and revenue planning, private option is comprised of the following software components:
  • SAP S/4HANA for commercial project management cost and revenue planning

2.12. **SAP S/4HANA Supply Chain Cloud for commercial project management for issue and change management, private option:**
Subscription Software included in SAP S/4HANA Supply Chain Cloud for commercial project management for issue and change management, private option is comprised of the following software components:
  • SAP S/4HANA for commercial project management issue and change management

2.13. **SAP S/4HANA Insurance Cloud for collections & disbursements, private option:**
Subscription Software included in SAP S/4HANA Insurance Cloud for collections & disbursements, private option is comprised of the following software components:
  • SAP S/4HANA Collections and Disbursements for Insurance

2.14 SAP Transportation Management, cloud edition, private option and SAP Transportation Management for T&L, cloud edition, private option:
Subscription Software included in the SAP Transportation Management, cloud edition, private option and SAP Transportation Management for T&L, cloud edition, private option is comprised of the following software components:
- SAP Transportation Resource Planning

2.15 SAP S/4HANA Cloud for master data governance, private option

Subscription Software included in SAP S/4HANA Cloud for master data governance, private option is comprised of the following software components:
- SAP Enterprise Master Data Governance for S/4HANA

3. A license to SAP HANA, Limited Runtime edition for Applications and SAP BW is included in each package.

4. CUSTOMER RESPONSE LEVELS

SAP responds to submitted support cases (also referred to as "case", "incident", or "issue") as described in the table below.

<table>
<thead>
<tr>
<th>Priority</th>
<th>Definition</th>
<th>Response Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>P1</td>
<td><strong>Very High:</strong> An incident should be categorized with the priority &quot;very high&quot; if the problem has very serious consequences for normal business processes or IT processes related to core business processes. Urgent work cannot be performed. This is generally caused by the following circumstances: - A productive service is completely down. - The imminent system Go-Live* or upgrade of a production system cannot be completed. - The customer's core business processes are seriously affected. A workaround is not available for each circumstance. The incident requires immediate processing because the malfunction may cause serious losses.</td>
<td>Initial Response: Within one hour of case submission. Ongoing Communication: Unless otherwise communicated by SAP Support, once every six hours.</td>
</tr>
<tr>
<td>P2</td>
<td><strong>High:</strong> An incident should be categorized with the priority &quot;high&quot; if normal business processes are seriously affected. Necessary tasks cannot be performed. This is caused by</td>
<td>Initial Response: Within four hours of case submission. Ongoing Communication: Unless otherwise communicated by SAP Support, once every six hours.</td>
</tr>
</tbody>
</table>
incorrect or inoperable functions in the SAP service 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.

<table>
<thead>
<tr>
<th>P3</th>
<th>Medium: An incident should be categorized with the priority &quot;medium&quot; if normal business processes are affected. The problem is caused by incorrect or inoperable functions in the SAP service.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Initial Response:</strong> Within one business day of case submission.</td>
</tr>
<tr>
<td></td>
<td><strong>Ongoing Communication:</strong> Unless otherwise communicated by SAP Support, once every three business days for Non-Defect Issues** and ten business days for product defect issues.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>P4</th>
<th>Low: An incident should be categorized with the priority &quot;low&quot; if the problem has little or no effect on normal business processes. The problem is caused by incorrect or inoperable functions in the SAP service that are not required daily, or are rarely used.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Initial Response:</strong> Within two business days of case submission.</td>
</tr>
<tr>
<td></td>
<td><strong>Ongoing Communication:</strong> Unless otherwise communicated by SAP Support, once every week. The following types of incidents are excluded from customer response levels as described above: (i) incidents regarding a release, version and/or functionalities of SAP Cloud Services developed specifically for customer (including those developed by SAP Custom Development and/or by SAP subsidiaries, or individual content services); (ii) the root cause behind the incident is not a malfunction, but missing functionality (&quot;development request&quot;) or the incident is ascribed to a consulting request (&quot;how-to&quot;).</td>
</tr>
</tbody>
</table>

The following types of incidents are excluded from customer response levels as described above: (i) incidents regarding a release, version and/or functionalities of SAP Cloud Services developed specifically for customer (including those developed by SAP Custom Development and/or by SAP subsidiaries, or individual content services); (ii) the root cause behind the incident is not a malfunction, but missing functionality ("development request") or the incident is ascribed to a consulting request ("how-to").

*Go-Live marks the point in time from when, after set-up of the SAP Cloud Services for a customer, the SAP Cloud Services can be used by that customer for processing real data in
live operation mode and for running that customer’s internal business operations in accordance with its agreement for such SAP Cloud Services.

**Non-Defect Issue is a reported support case that does not involve a defect in the applicable SAP Cloud Service and does not require engineering / development or operations personnel to resolve.

B. SAP S/4HANA Cloud, Private Option Application Management Services

1. Definitions.

The capitalized terms below have the meanings indicated for purposes of this Section B of this service description. Capitalized terms used herein but not defined herein will have the meanings assigned to them in the applicable Order Form or the HEC Supplement.

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>AMS Environment</td>
<td>The applications and related computing environment and/or processes to be supported through the S/4HANA CPO AM Services, as defined in the applicable Order Form.</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>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. Depending on the potential impact a certain approval level is required.</td>
</tr>
<tr>
<td>Change Implementation</td>
<td>A sub-process of Change Management that defines the procedure through which to control the deployment of a change into a PRD system in order to minimize the risks of failure. This includes proper unit testing in the QAS system within the AMS Environment and another validation test done by Customer. The import into the PRD environment will be executed as planned with Customer.</td>
</tr>
<tr>
<td>Incident</td>
<td>An unplanned interruption of a business process within the AMS Environment.</td>
</tr>
<tr>
<td>Key User</td>
<td>A Customer’s contact person who has special business process and SAP knowledge.</td>
</tr>
<tr>
<td>Problem</td>
<td>A Problem is the underlying root cause of an Incident. A Problem can cause multiple Incidents.</td>
</tr>
<tr>
<td>Request for Change or RfC</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>Standard Change</td>
<td>Low-impact changes that are pre-defined and pre-authorized. Standard Changes are processed in compliance with the Request Fulfillment process.</td>
</tr>
<tr>
<td>Ticket</td>
<td>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 opened.</td>
</tr>
</tbody>
</table>
2. **SAP S/4HANA Cloud, private option Application Management Services.**
   a. **S/4HANA CPO AMS consists of the service component listed and described below.**
      • **Proactive Recurring Service Plan.** SAP performs proactive recurring service in accordance to a pre-defined service plan defining tasks and frequency of execution. SAP will execute the agreed customer specific service plan and provision the service without further triggering a service request or otherwise, by Customer.

      Activities from the Proactive Recurring Service Plan requiring changes to the PRD system will be processed in compliance with the (AMS) Change Management Process. A Ticket on behalf of Customer may be created by SAP, and Customer approval may be required.

   b. **SAP will provide these S/4HANA CPO AM Services remotely, in English and only for the Systems identified in Customer’s S/4HANA Cloud Private Option contract. All AM Services are delivered for SAP Netweaver and SAP BO based systems and applications which are in SAP mainstream maintenance only.**

   c. **S/4HANA Private AMS delivered by SAP includes the scope of services described in the S/4HANA Cloud, CPO Roles and Responsibilities Documentation.**

   d. **S/4HANA CPO AM Services delivered by SAP do not include:**
      • Incident Management
      • Change Management (customization, enhancements, implementation of new functions or interfaces)
      • Authorization and Role Management
      • Interface Management or Interface Monitoring
      • Business Process Monitoring
      • Problem Management
      • Support of customer specific enhancements or custom code
      • Onsite alignments and travel

3. **Engagement Approach for S/4HANA Private AMS**
   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 S/4HANA CPO AMS performed by the assigned SAP resources shall be coordinated with Customer’s Engagement Manager.

   b. **Engagement Governance**

      To enable 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>
</table>
| Customer and SAP EWA Feedback session     | • SAP SME  
• Customer SME                                              | 2 hours     | • Review recommendation s of AMS team                                   | Semi-yearly | Report, Tele conference on demand                                             |
| Innovation workshop                       | • Management,  
• Customer Delivery Manager,  
selected key user & SAP Engagement Manager and selected SAP AMS subject matter experts | 1 day       | • Provide customer with information about relevant SPS or FPS news and changes, plan SPS/FPS implementation | Yearly    | Tele conference, one request workshop in SAP or customer premise (travel time and costs to be extra charged) |

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

(iii) 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.

(iv) In due time before start of the Service, Customer will make technical documentation, end-user documentation and business process documentation available to SAP in English language. 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.

(v) 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 NON-PRD 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.

(vi) 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.
(vii) 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.

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