

Exhibit to Order Form for SAP Services No.

Scope Document for Accelerated Deployment Service for SAP Litmos Solutions

This Scope Document is part of the Order Form.

CONTENTS

1	SCOPE OF SERVICES	1
1.1	Scope.....	2
1.2	Scope and Software Prerequisites	2
2	APPROACH AND RACI	3
2.1	Methodology.....	3
2.2	RACI	3
3	SCHEDULE	4
4	ORGANIZATION	5
4.1	SAP Team.....	5
4.2	Customer Team.....	5
5	SAP DELIVERABLES AND PROCEDURE	5
5.1	SAP Deliverables.....	5
5.2	Deliverable Procedure	6
6	CUSTOMER RESPONSIBILITIES	6
6.1	General Customer Responsibilities	6
7	ASSUMPTIONS	7
7.1	Services-specific Assumptions.....	7
7.2	General Assumptions	7
8	EXCLUSIONS	7
8.1	General Exclusions.....	7
9	DEFINITIONS	8

1 SCOPE OF SERVICES

Customer is undertaking a project to implement or deploy a SAP Cloud Service. Customer is the owner of the Customer’s project and has overall responsibility for the project and the process, scope, costs, resources, and targeted solutions.

SAP will provide the following services to assist Customer with the implementation of the Customer’s SAP Cloud Service as specified herein: Accelerated Deployment Service for SAP Litmos Solutions (“Service(s)”).

1.1 Scope

Scope Item	Scope Details
Kickoff Meeting...	Initial meeting with all team members to define specific scope, identify required resources, and plan future meeting times.
Instance Configuration	Initial configurations to be completed. Customer meeting to review changes.
Courses and Content Training	Specific training based on Customer's training use-cases. Training will potential include all possible Litmos features (Modules, Courses, Learning Paths, Libraries, Collections, Assets).
Hierarchy and Team Training	Review Customer training requirements and determine approach to deliver trainings. Teams, Brands, Custom Fields will all be reviewed and applied where best determined.
Reporting Training	Review "Quick Reports", charts, drill-down, and Reporting Engine. Identify specific reporting requirements and document best-practices on how to maximize needed reporting.
Users Training	Conduct Admin training and "Train the trainer" for end-users.
Automation	Review automation needs for learner provisioning, assign rules, report distributions, notifications, etc.
Launch	Review final configurations, conduct final end-user testing, prepare for go-live.

1.2 Scope and Software Prerequisites

1.2.1 Software Installation

Customer ensures it has a valid cloud subscription for the listed SAP Cloud Services and that all listed software is licensed, installed and fully functional before the start of the Service. Authorized access is granted to the SAP Team.

1.2.1.1 SAP Cloud Service

The Services are based on a standard Litmos production system. The system landscape needs to be available before the start of the Service.

Functionality and configuration settings are based on the release version as set forth in the table below.

SAP Cloud Service	Release Version	Module/Component	Description
SAP Litmos Solution	Latest available	Litmos Instance	Cloud-based learning management system

Customer must go live at the release version of the SAP Cloud Service generally-available as of the actual go-live of the Service.

It is common that at least one quarterly update will be released for general availability, which may take place during the performance of the Services.

2 APPROACH AND RACI

2.1 Methodology

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

1. **Prepare:** After Customer has become familiar with the Cloud Service during a prior discover phase, the Services are formally initiated and the schedule, project plans and resources are agreed. The SAP Litmos Production System is requested and created.
2. **Explore:** Workshops are conducted to perform a Fit-to-Standard analysis so as to validate the solution functionality included in the project scope and confirm the business requirements can be satisfied. Identified gaps for delta scope are added to the backlog for use in the next phase
3. **Realize:** The Customer-specific business scenarios and process requirements are built incrementally through a series of time-boxed configuration and test iterations.
4. **Deploy:** End users are trained, and ongoing support is put in place by the Customer. A subsequent run phase in which the operability of the solution can be fine-tuned and options for improvement can be considered is not in scope of this Services.

2.2 RACI

SAP and Customer agree the following responsibility matrix of activities.

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

Activity	SAP	Customer
Prepare Phase		
Kick-off Meeting		
Prepare the kick-off meeting including presentation, schedule, and list of participants	R	C
Communicate the delivery approach: project objectives, structure, roles and responsibilities, schedule, communication standards, and decision-making process	C	R
Provide overview of the business processes included in the Service scope	R	I
Sign-off of phase completion and Deliverables in accordance with section 5 (if any)	I	R
Explore Phase		
Fit-to-Standard Analysis		
Demonstrate and validate the Service scope in the Fit-to-Standard workshop and compare with Customer requirements. Identify and document any delta scope	R	C
User Access and Security		
Review the available standard SAP authorization roles and map them to Customer's user roles	C	R
Data Load / Data Migration Preparation		
Provide the templates and instruction for data loading	R	C

Activity	SAP	Customer
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
Sign-off of phase completion and Deliverables in accordance with section 5 (if any)	I	R
Realize Phase		
Configuration		
Configure the Customer selected options	R	C
Reports		
Enable Customer on standard SAP Reports	R	C
Test standard SAP Reports	C	R
Knowledge Transfer Workshops: Provide knowledge transfer / solution walkthrough of Customer selected options / configuration settings and Reports	R	C
Set up Customer Data / Data Load		
Load and set up data for testing	I	R
Resolve agreed incidents/ material defects found during the loading that are related to SAP Service scope and activities performed by SAP	R	C
Resolve defects which are related to Customer responsibilities	I	R
Deploy Phase		
Execute data load / data migration	C	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
Sign-off of phase completion and Deliverables in accordance with section 5 (if any)	I	R

3 SCHEDULE

The period during which the Services will be provided will be mutually agreed between the parties.

The current estimated schedule provides provisional durations as follows.

Phase	Estimated Duration	Estimated Start Date
Prepare	1 hour	Within 1-2 weeks after signature date in Order Form
Explore	1 hour	Usually conducted with Prepare Phase or within 1 week after completion of Prepare Phase
Realize	13 hours	Up to 1 week after completion of Explore Phase
Deploy	1 hour	Up to 1 week after completion of Realize Phase

4 ORGANIZATION

4.1 SAP Team

The key SAP roles are as follows:

SAP Team	Level of Involvement
Project Manager / Business Process Consultant	Single resource. Part-time. Offsite.

4.2 Customer Team

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

Customer Team	Description	Level of Involvement
Executive Sponsor	Decision maker on scope, priorities, budget, and changes issues. Active advocate for the project. Owner of the product backlog.	Single resource. Full-time or most-time. Onsite or offsite.
Project Manager	Single point of contact for SAP. Management of resources, resolving issues, project plan, project status and decision-making process through the steering committee.	Single resource. Full-time. Onsite or offsite.
Key User (Decision Maker)	Owns business processes, approves the solution and is the key liaison between the project and the business.	As needed. Onsite or offsite.
Application Functional Consultant	The subject matter expert represents the business and will be involved in issue resolution and data migration.	Multiple resources. Part-time. Onsite or offsite.
Technology Consultant	Undertakes configuration alongside SAP consultants.	As needed. Onsite or offsite

5 SAP DELIVERABLES AND PROCEDURE

5.1 SAP Deliverables

The following table lists the SAP Deliverables.

Deliverable	Deliverable Description	Completion Criteria	Deliverable Procedure
Configured and unit tested baseline solution	Develop unit testing report	Unit testing complete	Approval upon completion
Knowledge transfer workshop materials	Knowledge transfer materials for Customer specific elements of the solution to be used by Customer project team members	Knowledge transfer materials provided	Approval upon completion

5.2 Deliverable Procedure

Approval upon completion: SAP Deliverables shall be deemed completed and approved by Customer when the above completion criteria have been met.

6 CUSTOMER RESPONSIBILITIES

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

6.1 General Customer Responsibilities

- Ensure that Customer team members are knowledgeable about the solution being implemented and define their training approach and schedule. Ensure that key users are available for all workshops and activities as needed.
- Minimize the change in personnel throughout the duration of the Service.
- If third-parties on Customer side are involved: Manage any Customer's third-party contractors and be responsibility for the acts, omissions, and defects of such third-party that Customer contracts or instructs to perform Customer's duties.
- Supply SAP with the names and contact information of key Customer and third-party resources.
- Organizational change management activities, training and knowledge transition activities which include, but are not limited to the following: communication plan, organizational transition plan, business readiness for go live, design and roll-out of end-user training, coordination with remote sites, and project communication to the company.
- Be fully responsible for technology infrastructure that is On Premise or hosted by a third party. This includes but is not limited to SAP infrastructure, network and system administration, security, periodic backup and restore activities as required, and server and storage hardware. These systems shall be available throughout the Service according to the project schedule.
- Ensure that a consistent, stable, and fast SAP remote support connection/service connection is available between SAP and the Customer at the required times.
- Provide SAP with the necessary authorizations for remote access to Customer's systems.
- Allow the use of SAP laptops and mobile devices on Customer's network to SAP's network via SAP's Virtual Private Network (VPN) protocols; otherwise, Customer will provide PCs and/or laptops with the Microsoft Office Suite and e-mail capability for the SAP team. Laptops and/or PCs provided by Customer must have the latest version of a virus protection software.
- Provide technical advice regarding any third-party systems to which the team will have access.
- Sign-off Deliverables in accordance with section 5.
- Ensure Customer compliance with any relevant governmental and regulatory requirements.

7 ASSUMPTIONS

The following assumptions apply:

7.1 Services-specific Assumptions

- No more than 2 business hours of workshops will be undertaken during the Explore phase/ during the delivery of the Services.
- SAP will execute integration testing for up to 2 continuous business hours.
- SAP will provide up to 14 business hours of knowledge transfer to project team members.
- No more than 10 Customer project team members will attend the knowledge transfer workshop.
- SAP will provide up to 2 business hours of go live support, remotely. Go live support will begin when the technical cutover has been executed by Customer.

7.2 General Assumptions

- SAP may require up to 2 weeks to assemble a team. SAP reserves the right not to start the Service until SAP has assembled a team.
- Services are delivered remotely, unless otherwise stated herein.
- If not otherwise agreed, the project language and corresponding documentation is English
- SAP may use certain software and tools (all referred to as Tools herein) for its work, for which the rights are not already regulated through a software license agreement. All title to and rights in Tools, including without limitation copyright and rights of authorship, remain with SAP or SAP SE. These Tools may be copied to Customer's system and Customer is granted non-exclusive rights to use Tools for the term of and solely for the purposes related to the Service. No other use, including the creation of further copies or use on another system, is permitted. Tools and all permitted copies of Tools must be deleted at the end of the Service. If at SAP's sole discretion Tools are left on the system for documentation purposes, Customer is not permitted to use Tools for any other remaining purpose except documentation. Such Tools are on an as-is basis with no warranty. SAP will not support or enhance the Tools beyond what is provided during the term of the Service.
- All supporting documentation will be developed using personal computers/laptops using Microsoft Office applications (Word, Excel, MS Project, PowerPoint) or other mutually agreed documentation tools.
- For the avoidance of doubt, Customer will primarily be responsible for correcting non-conforming results, which are related to Customer responsibilities, and SAP will primarily be responsible for correcting Material Defects, which are related to the agreed SAP scope and activities performed by SAP, provided that the other party will support when needed.

8 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:

8.1 General Exclusions

- Deliverables not explicitly described in this Scope Document.
- Procurement of software licenses (SAP and non-SAP licenses).
- Developments that modify the standard SAP Software source code.
- WRICEF development objects (Workflows, Reports, Interfaces, Conversions, Enhancements and Forms), in particular:
 - 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.
- Development of new functionality, extensions, or co-innovation.

- Custom developments and software developments.
- Programs or content to migrate data from legacy systems.
- Data cleansing or data clean up.
- Coordination of work required from Customer's third-party vendors.
- Content for end user training.
- 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 SAP Cloud Service.
- 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.

9 DEFINITIONS

1. **"Production System"** means an SAP system environment is used to execute operational business processes (sometimes called realm, platform, or tenant).
2. **"SAP Activate"** means a standard SAP methodology used for SAP implementation projects.
3. **"SAP Best Practices"** means 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. **"SAP Cloud Service"** means a subscription based, hosted, supported, and operated distinct on-demand solution provided by SAP under an applicable Order Form.
5. **"WRICEF"** means
 - a. **Workflows:** a workflow is a sequence of connected steps triggered by an event to automate a process such as a document approval. Examples include SAP Business Workflows.
 - b. **Reports:** technical objects designed to deliver business figures or reports with no change to application data.
 - c. **Interfaces:** technical objects to transfer information from one system to another, usually referring to objects that are not part of the SAP licensed Software. Examples of technology include SAP Process Orchestration and Intermediate Documents (IDocs).
 - d. **Conversions:** technical objects used to migrate data to SAP systems during the Service. Examples of technology include data migration programs, SAP Data Services and Legacy System Migration Workbench (LSMW).
 - e. **Enhancements:** changes and additions to SAP functionality using development objects specifically provided for Customer changes. Examples include the use of user exits and business add-ins.
 - f. **Extensions:** customer-specific additions to functional capabilities of the SAP Cloud Service. Such extensions do not modify the Cloud Service as licensed under the applicable SAP Cloud Service agreement.
 - g. **Forms:** printed or electronic forms containing formatted information from SAP applications. Examples of technology include SAP.