



**Order Form No. 304872409("Order Form")
CMS 3062474721
effective November 5, 2023 ("Effective Date")**

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

and **City of San Antonio
PO Box 839976
San Antonio, TX 78283-3966
(hereinafter "Customer")**

Contact Person SAP CJ Maguire	Email: cj.maguire@sap.com Telephone: 610-202-6695
Contact Person Customer Olga Bennett	Email: Olga.Bennett@sanantonio.gov Telephone: (210) 207-6512

SAP and Customer agree that this Order Form is a binding agreement for Services governed by the Professional Services Schedule ("PSS") as entered into between SAP and Customer with effective date June 30, 2002. Together this Order Form, the PSS, and, to the extent the Services involve the processing of personal data, the Personal Data Processing Agreement for SAP Support and Professional Services ("DPA") made available on <http://sap.com/agreement-services-support-professional-services-dpa> form the Agreement. In the event of any inconsistencies between the PSS and any documents referred to therein or attachments thereto, this Order Form shall prevail. Customer acknowledges it has had the opportunity to review the DPA prior to executing this Order Form. SAP recommends Customer prints copies of the DPA for Customer's own records.

Capitalized terms in this Order Form but not defined will have the meaning defined in the PSS or applicable Service agreement.

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

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

Scope Document (Exhibit)	Service Description
Exhibit 1 – Scope Document 1	Technical Unicode Conversion of SAP landscape
Exhibit 2 – Scope Document 2	Platform Execution Services for Technical Migration

2. **Invoicing.**

SAP will mail invoices to the following Customer billing address:

City of San Antonio
Finance Department / Accounts Payable
PO Box 839976
San Antonio, TX 78283-3976

By Electronic submission: .pdf format is required. Please ensure each invoice is submitted as a separate file and each file name is a unique identifier (no file should have the same name as another file being submitted). Multiple files may be sent on one e-mail.

Accounts.Payable@sanantonio.gov Original, first time submission invoices only

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

SAP contact for invoice questions: CJ Maguire, cj.maguire@sap.com, 610-202-6695



Customer contact for payment status inquiries: APTEAM@sanantonio.gov

3. **Fees and Payment Terms:**

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

3.1 Services based on T&M and Fixed Price

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

Service Element	Service Delivery Location (country)	Rate (daily) in USD	Estimated # of days
Project Manager	USA	\$2,624.00	44
Project Management Support	USA	\$1,920.00	5
Offshore Program Management	USA	\$2,000.00	3
Offshore Project Management	USA	\$860.00	50
Offshore QA	USA	\$700.00	3
Migration Lead	USA	\$2,624.00	64
Offshore ABAP Consultant	USA	\$700.00	32

The estimated Services Fees for the Scope Document 1 are **USD \$366,492.00** excluding travel and expenses. This estimate is for Customer's budgetary and SAP's resource scheduling purposes only and is non-binding. The estimate is based on the information provided by Customer to SAP and SAP's understanding of the Project scope, based on Customer information. The estimated fees, timeline and scope may be subject to change and the total actual amount of Services provided will be invoiced based on time (in hours if applicable) and material. Services Fees shall be payable monthly in arrears and payment is due net thirty (30) days from the date of SAP's invoice.

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

The Services will be provided between the Expected Start Date: November 5, 2023 and the Expected End Date: April 12, 2024.

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

The daily rate is based on eight hours of work daily. Overtime is compensated on a proportional basis. In general, SAP calculates time-and-a-half for deployments in Texas on weekends and holidays (public holidays in the state of TX 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.

The following Services, as specified in Scope Document 2 are provided at the fixed price of USD \$73,327.00 excluding travel and expenses, and pursuant to the following payment schedule:

Deliverable	Amount in USD	Invoice Date
Platform Execution	\$73,327.00	November 5, 2023



The total Services for Scope Document 1 and Scope Document 2 is **USD \$439,819.00** excluding taxes, travel and expenses.

4. **Service Location.** The primary location for the Services provided hereunder is identified by Customer as: 100 W Houston St FL 6, San Antonio, TX 78205 ("Service Location"). Customer agrees and understands that the calculation of Taxes may be affected by the Service Location.

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

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

6. **Term.** The term of this Order Form shall commence at the Effective Date and shall continue until all Services under this Order Form are completed or terminated ("Term").

7. **Validity of Offer.** The validity of this offer will expire on November 5, 2023 unless sooner executed by Customer and SAP, or extended in writing by SAP.

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

By: _____

Printed Name: _____

Title: _____

Date: _____

Accepted by:
City of San Antonio
(Customer)

By: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit 1
To
Order Form No. 304872409 (“Order Form”)
Effective November 5, 2023(“Effective Date”)

Scope Document 1 for Technical Unicode Conversion of SAP landscape on-premise

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

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1. **Project Overview**

SAP will perform the Technical Unicode conversion of the ECC system. This Order Form includes Platform Execution service to cover the Basis Unicode Conversion tasks for the NetWeaver based applications and Engineered service to support the Unicode Conversion with associated technical, and project management roles.

1.1 **Scope Map**

Scope Component	Description	Whether in scope?	Reference Section in SoW
Project Planning & Governance	This service component covers project management, planning, governance, setup, pre-requisites, and preparation tasks for migration and project closure.	YES	Section 2.1
Platform Execution	This service component covers the specified technical tasks to perform a Unicode Conversion of an SAP NetWeaver based ABAP stack system	YES	Section 2.2
Technical and Application Execution Support	This service component covers the specified technical and application tasks necessary to perform Unicode Conversion of a SAP NetWeaver based systems.	NO	Section 2.3
ABAP/Custom Code Adjustments	This scope component covers the code remediation of the Unicode Conversion custom objects	YES	Section 2.4
Security and Role Adjustments	This scope component covers the adjustments of the qualifying impacts to the application roles and authorization objects during the Unicode Conversion	NO	Section 2.5
Application Testing	This scope component covers functional validation, smoke testing of the business processes, integration testing, user acceptance testing, performance testing, and regression testing	NO	Section 2.6
Post Go-Live Support and Hypercare	This service component includes post go-live technical SAP basis support. Post go-live technical basis support is limited to production systems only, for supporting the customer during post go-live phase and is restricted to the defined scope and duration set forth in Section 1.2	YES	Section 2.7

2. **Detailed Scope by Function**

2.1 **Project Planning and Governance**

SAP will provide Project Management support for the project and will be responsible jointly with the customer for the following:

- Initiate project planning and preparation
- Create and Manage the Project Plan
- Set up the project governance model.
- Establish the communication management plan and status reporting cadence.
- Preparation and onboarding (team staffing, hardware, milestone plan)
- Cut-over planning and management.

The Customer shall provide a dedicated Project Manager to work with the SAP Project Manager to address scope items in the Customer's responsibility. The Customer and SAP will work collaboratively during the Prepare phase of the project to establish the project management artifacts, including but not limited to the following:

1. Project Schedule
 2. RAID Log
 3. Weekly Project Status report
 4. Communication Plan outlining the Project Cadences
 5. Change Management Plan
- SAP assumes a collaborative working relationship between the two project managers and execution teams. Regular executive sponsor discussions will be required. The Steering Committee will be fully informed to take action and make necessary and timely decisions to manage scope and schedule impacts requiring mitigation.
 - A steering committee meeting will be established with project executive sponsors. Standing agenda and frequency to be determined and agreed upon between SAP and Customer.

2.1.1 Project Management Assumptions

- SAP and the Customer will jointly discuss the timelines of all the inflight projects and mutually agree to adjust the migration project plan as necessary. This will be handled through a change request should there be any impact timeline/cost of the project.
- Any status meetings/project meetings/steering committee meetings may be recorded by the Customer as part of Project Artifacts.
- Customer and SAP will jointly share calendars of planned holidays, blackout periods, and other key dates that could impact team availability.
- SAP Project Manager and/or team members will notify the Customer in writing and at weekly status meetings when the Customer is at risk of failure to meet or fulfill any of the specific Customer Responsibilities or requirements.
- The project activities for a project deliverable may be executed simultaneously during the acceptance period for other deliverables. SAP and Customer will jointly discuss and agree on the project timelines to accommodate this.

2.2 SAP Platform Execution Service

This Services component includes the specified technical tasks to perform a technical Unicode Conversion of SAP NetWeaver based ABAP stack On-Premise for the defined scope set forth in this Section. SAP will conduct the Technical Unicode Conversion of SAP systems, subject to those Customer's pre-requisites further specified below. In addition, other Customer tasks and responsibilities, e.g., hardware provisioning, application-specific pre, and post-migration tasks, etc., need to be fulfilled by the Customer.

To assist the Customer with the Technical Unicode Conversion of SAP systems, the following Service component(s) for Platform Execution will be provided:

platform execution Service Component(s)	Service Component in scope		Applicable Scope and corresponding Scope Document Section(s)
	yes	no	
Technical Unicode Conversion [Single Code Page] of SAP NetWeaver-based ABAP stack Systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Only for the systems specified below in Section 2.2 Table 1 (SAP Landscape) and Table 2 (SIDs)

The system scope for Unicode Conversion of SAP Netweaver-based systems of the respective Service component(s) for Platform Execution are specified in the tables below.

TABLE 1: SAP LANDSCAPES IN SERVICE SCOPE

System Landscape identifier	Source Release0		Target Release1	
SAP ECC	EHP7 FOR SAP ERP 6.0 25 (09/2022) SAP ERP 6.0 34 (01/2022) SAP NETWEAVER 7.4 28 (07/2022) EA-HR 607 - SP134 SAP_HR - SP183	ABAP Stack/Non-Unicode [Single Code Page] / Solaris 11 on SPARC/Oracle 19.12.0/ 2383 GB	EHP7 FOR SAP ERP 6.0 25 (09/2022) SAP ERP 6.0 34 (01/2022) SAP NETWEAVER 7.4 28 (07/2022) EA-HR 607 - SP134 SAP_HR - SP183	ABAP Stack/Unicode / Solaris 11 on SPARC/Oracle 19.12.0/ 2383 GB

0 - Source SAP and database release info

1 - Target SAP and database release info

TABLE 2: SCOPE FOR TECHNICAL SYSTEM MIGRATION (WITH/WITHOUT UPGRADE) OF SAP NETWEAVER-BASED SYSTEMS (ABAP STACK) AND POST-GO-LIVE BASIS SUPPORT

system Landscape identifier	system-related activity1	SID's ²	ABAP/ JAVA / dual/standalone Database	Migration type ³	post go-live basis support(# of Weeks)
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ECC	Sandbox System	SBX	ABAP	R3load based	
ECC	Development System	DEV	ABAP	R3load based	
ECC	Quality System	QAS	ABAP	R3load based	
ECC	Dress Rehearsal System	DR1	ABAP	R3load based	
ECC	Productive System	PRD	ABAP	R3load based	2

- 1 – Indicates System environment type or usage. Non-productive (e.g., Development or Quality Assurance systems), Dress Rehearsal (e.g., copy of Production System), Productive cut-over (e.g., Production system)
- 2 - Unique SAP system identifier in the customer landscape
- 3 – Proposed technical migration approach for each system. For example, migration Only (R3load based), migration Only (backup/restore)

2.2.1 Scope

2.2.1.1 Technical Unicode Conversion (Single Code Page) of SAP ERP system On-Premise

The SAP Consultant(s) assigned to this project will support the Unicode Conversion of SAP ECC6.0 EHP7 (ABAP Stack, Non-Unicode [Single Code Page]) system running on Solaris 11/Oracle 19.12.0 to SAP ECC 6.0 EHP7 (ABAP Stack, Unicode) system running on Solaris 11/Oracle 19.12.0 which includes the following:

- Number of cycles in the scope: 5 – Sandbox (SBX), Development (DEV), Quality Assurance (QAS), Dress rehearsal (Copy of PRD), and Production (PRD)
- Technical Unicode conversion of EHP7 FOR SAP ERP 6.0 ABAP Stack from Non-Unicode [Single Code Page] to Unicode using a Two Server method (Parallel Export/Import)
- SAP Standard technical pre and post conversion activities.
- Technical support coverage for SIT/UAT as per timelines in Section 4
- Technical support coverage for two (2) weeks during post go live.

2.2.2 Assumptions

- SAP has guidelines and processes that govern access to customer data. In particular, such access is restricted by a dedicated authorization process; see also the SAP security guideline “SAP’s Standards, Processes, and Guidelines for Protecting Data and Information.” This guideline also specifies rules regarding the forwarding or publishing of confidential or sensitive information.
- The source SBX, Dress rehearsal systems refresh will be performed by the Customer using the most recent production backup.
- Refresh copy will be as of September 26, 2023 @ 11:45PM. Unicode project is trailing Support Pack implementation. à as previously stated Sandbox will be a copy of Production and applied patches
- For the Dry run system, it will be the latest copy of production.
- The source SBX and Dress rehearsal systems will be on a similar hardware as the source production system.
- The production downtime for technical migration will be calculated based on the Dress rehearsal system technical timelines and communicated with the Customer. Timelines from the Dress rehearsal system will be used as a baseline for calculating the Production Business downtime window.
- All required housekeeping jobs are scheduled as per SAP best practice note 2388483.
- Post Conversion re-configuration steps will be performed by Customer (SAP & Non-SAP)
 - i. As the Source and Target are on the same network, the re-configuration steps will be minimal, like
 1. Changes in the connected system in case of hostname changes
 2. Update the certificates with newly generated ones to establish trust.
 3. Modifications to any hardcoded hostname/IP address, if any
 4. Changes to DNS
- Client-side activity will be performed by the Customer, e.g., GUI changes, SSO, certificate signing.

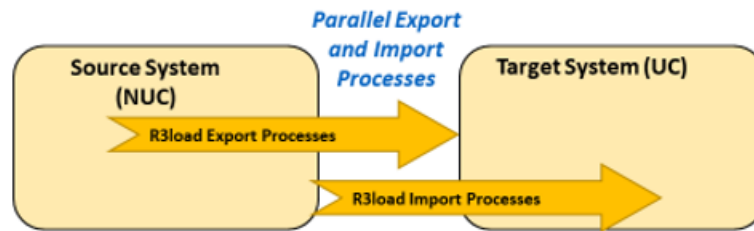
- The Customer will coordinate with the Customer delivery team to perform the activities on the source environment related to the Operating system, Database, Network, Storage, High Availability/DR@On-Premise environment.
- All systems within the SAP Solution / Product landscape are assumed to be homogenous, which means DEV, QAS, PRD are running on same OS & DB versions and with same software components & patch levels.

2.2.3 Exclusions

- Any other SAP solutions not mentioned above are not part of the scope.
- Any OS/DB Installation/Upgrade (if any)
- Front-end software Installation/Upgrade (e.g., SAPGUI/SAP LOGON/ HANA Studio/ Designer client)
- All the network routing or infra-related activities across the different data centers
- Any application or network/infra performance/throughput testing/optimizations etc.
- Cluster, HA/DR Setup & Activities
- HW Sizing, Performance optimization, and Performance tuning
- Application-related configuration changes due to changes in the environment (e.g., due to hostname, ports change)
- SSO, SAML, Kerberos/SNC & SSL deployments
- Any downtime commitment and usage of downtime optimization techniques such as NZDT, etc.
- Ambiguous Blended Code Page System/MDMP conversion
- Third-party drivers/agent installation & configuration, Third-party integration
- Scripts installation and configuration
- Any Functional Configuration Activities
- Adjustment of roles and authorizations

2.2.4 Prerequisites

- Two-Server approach is considered for the Technical Unicode Conversion. New Hardware is to be provisioned for the systems in scope as outlined in Section 2.2



- Execute report SDBI_CLUSTER_CHECK and fix the initial cluster records (if any) prior to start of the project.
- Execute report RUTMSJOB to Compare ABAP Dictionary with database and Runtime objects and resolve if any inconsistencies reported.
- Ensure that all database statistics are up to date.
- SAP will share the list of prerequisites during the project preparation, and the Customer will fulfill all technical prerequisites prior to the start of the first cycle.
- Additional Temporary storage on DB for PSAPTEMP (20% of DB size) and PSAPUNDO (5% of DB Size) extension during the Export/Import
- Common Temporary storage space (Approx. 1 TB) is available for Export Dump mounted on Source and Target
This is based on the current size, and it may vary depending on the Database growth. In case of additional storage space is required depending on the Database Size during the project execution, it should be provided.
- File structure in new Hardware should be similar to Source file structure.
- Pre-installed systems with OS, DB, File system and Network configured will be available and handed over to the services team for Technical Unicode conversion activities.
- New Hardware provisioning, Sizing, and Readiness should be completed prior to the start of the Project with all the necessary patches/parameters, etc.
- S-User created for the SAP team for patch download, Incident creation, and License download.

- The download of installation media should be made available. SAP will share details on media required.
- Any interface dependencies to third-party products should be validated for compatibility reasons and adjusted.
- Appropriate network connectivity between Source and Target Infrastructure should be arranged by the Customer.
 - A stable and dedicated network connection should be provided. The effects of parallel Export/Import should be considered when arriving at network bandwidth requirements.
- Customer to provide the following access to the SAP Project team:
 - SAP application-level access to source environments with required authorizations and passwords to be able to perform the migration activities.
 - OS and DB access with required authorizations and passwords to be able to perform the Unicode Conversion activities.
- The customer will address the below points on the new Hardware.
 - Additional file systems (non-SAP standard) required for the interface.
 - Any third-party libraries required on target servers.
 - Any Third-party agent's installation required on target servers.
 - Any non-standard port requirements
 - Any Scripts installation and configuration
 - NAS storage onto the New Servers

2.3 Technical Application Support

Technical Application activities are out of scope.

- Unicode conversion is mainly on the data. In case of any corrections/adjustments required to the data, then we need customer support.

2.4 ABAP/Custom Code Remediation

2.4.1 Scope

- Unicode Enablement: 123 impacts (mandatory only) (Sandbox)
- Delta scope for Unicode enablement in DEV cycle - up to 62 impacts only (mandatory only)

2.4.2 Assumptions

- The current scope and efforts for Unicode enablement are based on extracts shared by customer.
- SPDD and SPAU is not scope, as there is no upgrade involved.
- An assessment will be performed during the scope validation phase and any deviation in the current scope will be covered using a Change Request.
- Custom code objects scoped for Unicode enablement must have No Syntax Errors
- The Sandbox Unicode conversion will be done over a recent production copy.
- Custom code adjustment due to dual maintenance and retrofit is out of scope.
- Unicode enablement changes will be done in one system only (SBX) and moved to subsequent system using a Transport Request.
- Unicode enablement will be performed on the active version of the object available in provided system.
- Customer is responsible for ensuring version correctness in the system provided for Unicode enablement.
- Version comparison/retrieval of any custom code object prior to Unicode enablement is out of SAP scope.
- Syntax errors in ABAP programs will be fixed by customer team before start of Unicode conversion.
- Customer system does not have any inconsistency in their database tables.
- Project Timelines can get impacted if required landscape is not available.
- Project Timeline can get extended / impacted due to Data Inconsistencies
- No new innovations / business processes will be introduced apart from the mandatory changes.
- Customer's Business and IT team will be available whenever an interaction is required during the project.

2.4.3 Exclusions

- Objects in package \$TMP will not be considered for any adjustments.
- No new development / change in design / change in functionality will be undertaken as part of project.

- Code and performance optimization in existing custom code.
- Existing custom code bugs/syntax errors which are not caused by project activity.
- Non-ABAP components and third-party Interface objects between SAP and target systems.
- Delta changes and dual maintenance is out of scope.
- Test script and end user guide preparation
- Any additional code changes except the scope Unicode mandatory changes
- End user training
- Any Pre-existing errors

2.5 **Security and Role Adjustments**

Security/ Role adjustments, SSO, SAML, Kerberos / SNC, SSL set up, configuration and/or reconfigurations are out of scope and will be performed by the customer as needed in a timely manner that does not delay the project timeline

2.6 **Application Testing**

Application testing and Functional Testing are out of scope and will be performed by the customer.

SAP will perform system validation after every cycle.

2.7 **Post Go-Live Support and Hypercare**

SAP will provide post-go-live technical basis support limited to the production systems only for supporting the Customer during the post-go-live phase and is restricted to the defined scope and duration.

The production issues are classified as follows:

Issue Priority		Criteria
1	Very High	Production system shutdown, system shutdown, or severe restrictions in a production system that prevents productive work
2	High	Severe loss of functionality in a production system, significant restrictions in a production system
3	Medium	Individual functions are not performing properly in a production or test system.
4	Low	Production or test system design or documentation problem

The SAP project team will check to resolve material issues during the post-go-live period (which is 2 weeks), which are directly or indirectly related to the migration as per the priorities defined above.

If there are other issues not related to the migration or the problem is occurring because of a software bug, please raise an incident with the SAP product management team through the SAP IT Service Management (SAP ITSM), an SAP CRM application powered by SAP HANA, to process incidents.

3. **RACI**

The main Project activities are detailed below, with the assumed responsibilities indicated in the responsibility matrix below.

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

The specific tasks and activities for the provision of this Technical System Migration of SAP NetWeaver based systems to a supported target Operating system/Database platform Service Component are detailed below.

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

- Responsible (R): In charge of performing the activities.
- Accountable (A): The Customer has overall accountability for the whole system migration 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.

	SAP Services	Customer
Project Kick-Off		
Communicate the delivery approach: project objectives, structure, roles and responsibilities, schedule, communication standards, change request process, and decision-making process.	R	C
Confirm the planned project schedule by project phases	R	C
Project Planning		
Prepare a project schedule, prepare a project structure, and agree on roles and standards; prepare the kick-off workshop presentation and an agreed kick-off workshop schedule and list of participants.	R	C
Prepare Project Management Plan including communication plan, risk/issue management, key decision log, and other project management artifacts	R	C, I
Plan, schedule and be responsible for the project Steering Committee meeting	I	R
Coordinate within SAP technical teams.	R	C, I
Responsible for the project delivery and report to the steering committee with project status, issues, and risks	R	C
Provide SAP team with required system access	C	R
Lead the technical deliverables & coordination between SAP and the Customer	R	C, I
Manage and coordinate the activities required for the project with any 3 rd party vendor(s)	C, I	R
Determine the Development Soft-Freeze and Hard-Freeze Period	I	R
Compile a list of Customer specific pre-requisites for the Technical System Migration of the systems in SAP's scope.	R	C, I
Cut-Over planning		
Before the dress rehearsal and the productive cut-over, cut-over planning must be conducted and respectively maintained by the Customer and supported by SAP.	C	R
Finalize cut-over plan and secure go/no-go.	R	C
Preparation		
Network Connectivity between the servers	I	R
System Builds, System Copies/Refresh, HA/DR, Backups/Restore required for the project	C	R
Infrastructure Readiness (Hardware/Network/Sizing/Backup/File System)	C	R
Any HA/DR setup/configuration activities	C	R
Any Database/Operating system installation	C	R
Check connectivity and access/authorizations to respective systems	R	C
Software Media Download. The list of software media will be shared during the project prep and well in advance before the start of the first cycle.	C	R
Go-Live Date Determination	C	R
Finalization of the overall Project Plan	R	C
Confirm, in writing, the completion of prerequisites. SAP will share the pre-requisites during the project preparation phase	C	R
Perform a pre-requisite check to confirm the prerequisites for the start of the Project have been met.	R	C

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, and project communication to the company.	C	R
Perform and manage system administration tasks in source systems	C	R
Maintain and update relevant project management documents, e.g., project plans, risk and issue logs, and status reports.	R	C
Execution		
Ramp_down (Isolation of system like locking users, clearing the Queues, suspending jobs, Shutdown of applications, pausing the flow from connected/third-party systems, etc..)	C	R
Ramp-up (Connecting with connected/Third-party systems, releasing the jobs, unlocking the users, etc..) activities	C	R
Triggering backups for system running at On-Premise	R	C
Execute Pre-Conversion steps	R	C
Resolve the issues reported in pre-conversion steps	C	R
Execute the Parallel Export/Import using Two-Server approach	R	C
Execute Post-Conversion steps	R	C
Dual code maintenance	C	R
Technical System turnover document	R	I
Post System Copy reconfiguration/integration steps	I	R
Document process steps and create Cookbook	R	C
System validation and signoff	C	R
Test Solution		
Finalize the User Acceptance Testing approach and test plan, including (SAP Scope)	C	R
Third-party interface testing	I	R
Create testing approach, test plan, test cases, and test scripts for System Integration Test and User Acceptance Test	C	R
Execute tests, manage test execution, and produce test reports; document and prioritize all testing issues/defects encountered.	C	R
Resolve material defects arising out of the Technical Unicode conversion activities performed by SAP.	R	C
Resolve defects that are either not directly related to the Technical Unicode conversion activities performed by SAP or related to the activities performed by the Customer.	I	R
Deploy Phase		
Perform dress rehearsal run to finalize cut-over plan	R	C
Execute Technical Unicode conversion of the production system in SAP's scope	R	R
Business validation during downtime	C	R
Release Unicode converted production system to end users	C	R
Provide go-live and post-go-live support.	R	C
Finalize Project Closure signoffs.	R	C

4. **Project Schedule**

The current estimated schedule of migration is planned for 21 weeks, and the distribution of Project phases is planned as follows. SAP recommends Customer to perform a delivery readiness workshop prior to project start dates as a qualification checkpoint before commencing the Prepare phase. This is to check the provisioning scope and timelines are verified with the hosting provider and that critical prerequisites for migration are fulfilled.

Estimated Schedule for Phase	Estimated Duration (Weeks)	Planned Start Date (in week #)
Pre-Preparation	1	Week 1
Prepare	2	Week 1
Explore	6	Week 3
Realize	11	Week 8
Deploy	1	Week 19
Run (Hyper Care)	2	Week 20

The high-level timeline plan is outlined below and is subject to change based on joint planning with the Customer:

1. **Based on timeline for production week. When will actual production activities occur? Weekend of March 22nd or Weekend of March 29th?**

PRD (wk 18 - wk 19) / PR3 Conversion wk 19 (Mar 22, 2024)

- ➔ The uptime activities will start on March 25th.
- ➔ Business downtime will be triggered on the 29th of March Evening.
- ➔ Downtime will continue during the Weekend of March 29th.



5.1 SAP Team – Roles

The key SAP Services Project roles are as follows. The project roles will be named resources and will be dedicated to the project for the entire duration of the program.

SAP Team	Level of Involvement
On-shore Program Manager	Single resource, part-time
Offshore Project Manager	Single resource, part-time
Quality Lead	Single resource, part-time
Technical Migration Lead (On-shore)	Single resource, part-time

Technical Lead	Single resource, part-time
Conversion Consultant	Single resource, part-time
Custom code Lead & Consultants	Single resources, part-time

5.2 Customer Team

The key resources required from the customer are as follows:

Customer Project Team	Description of Role	Level of Involvement
Project Sponsor	<ul style="list-style-type: none"> Provide project sponsorship 	Part-time
Project Manager / SPOC	<ul style="list-style-type: none"> Coordination with the SAP PM and the Customer project team Acceptance and Signoff of the Tasks Regular cadence meetings Liaise with the Customer stakeholders and facilitate decision making 	Full-time
Business Lead (Decision Maker)	<ul style="list-style-type: none"> Knowledge transfer of the business processes System Integration Testing support and approval 	As needed
Test Management / Lead	<ul style="list-style-type: none"> Coordinate with the SAP PM on the testing process. Facilitate clarifications on testing scenarios and test cases with the Customer team 	Part-time
Business Subject Matter Experts / Testing Resources	<ul style="list-style-type: none"> Knowledge transfer of the business processes Test cases validation and approval UAT support and approval 	Multiple, Part-time
Basis Staff/Security/Networking/ Hosting Partner	<ul style="list-style-type: none"> Support the SAP team with system pre-requisites Briefing on the current technical architecture Infrastructure level support	Multiple, Part-time
Integration Consultants	<ul style="list-style-type: none"> Integration Testing 	Multiple, Part-time
Development Consultants (ABAP, etc.)	<ul style="list-style-type: none"> ABAP Object adjustment if any Provide specific inputs to the SAP team on ABAP objects 	Part-time

6. SAP Work Products

6.1 Work Products

The following table lists the SAP Work Products:

PHASES	WORK PRODUCTS	COMPLETION CRITERIA
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PREPARE	<ul style="list-style-type: none"> Project Plan 	<ul style="list-style-type: none"> Completion of the project plan outlining schedule, resource, and dependent activities as per the Order Form.
EXPLORE	<ul style="list-style-type: none"> Sandbox System (Copy of Production) 	<ul style="list-style-type: none"> Sandbox system containing Technical Unicode Converted Cookbook System turnover document
REALIZE	<ul style="list-style-type: none"> Development System 	<ul style="list-style-type: none"> Development system containing Technical Unicode Converted Updated Cookbook Documentation Development System turnover document.
	<ul style="list-style-type: none"> Quality System 	<ul style="list-style-type: none"> Quality system containing Technical Unicode Converted Updated Cookbook Documentation Quality System turnover document. Downtime Baseline from Quality is established.
	<ul style="list-style-type: none"> Dress rehearsal System (Copy of Production) 	<ul style="list-style-type: none"> Dress rehearsal run completed. Updated Cookbook Documentation Finalize Downtime
DEPLOY	<ul style="list-style-type: none"> Cut-over plan 	<ul style="list-style-type: none"> Finalized cut-over plan for Production Migration.
	<ul style="list-style-type: none"> Production System 	<ul style="list-style-type: none"> Production system Technical Unicode Converted and a report documenting issue resolution as part of post-go-live support. Production system turnover document
RUN	<ul style="list-style-type: none"> Project Closure 	<ul style="list-style-type: none"> Post-go-live support of 2 weeks Handover of project closure report.

7. General Customer Responsibilities

The Customer has the following general responsibilities.:

- Third Party products: If you are using software from other vendors, check whether it is Unicode-compliant. Note that “SAP certified” does not imply “Unicode compliance”.
- Convert all the customer relationship data, for more information refer SAP note 573044
- Post Migration Integration/Configurations steps will be performed by Customer.
- The Customer will exercise a development freeze during the Technical Unicode Conversion project duration.
- As part of dual maintenance, post the development system Unicode Conversion; the Customer will track, test, and capture all the changes made on non-Unicode and retrofit in the Unicode system
- Update of the SAPGUI with new hostname changes
- Creation of AD service accounts and the respective SPN for each SAP server for SSO setup
- Post Migration Integration/Configurations steps for third-party solutions, cloud solutions, and on-premise solutions (not part of the migration scope)
- The Customer will perform testing (Unit / Regression / Integration/User Acceptance). SAP will provide technical support to the Customer during testing
- End-user training and other Organizational Change Management tasks/services

- Confirm completion of prerequisites (like Server Provisioning, OS/DB Installations, network, system access, storage). SAP will share the detailed prerequisites during the Prepare phase.
- Plan and confirmation of the dedicated project team members to participate in the Project.
- Responsible for all execution of all testing activities, including Test Plan, Test Scripts and Test execution, Regression testing, and performance testing and optimization, if required
- Responsible for all activities related to non-SAP solutions, systems not in SAP scope.
- Responsible for archiving, configuration, security, master data, etc.
- If third parties on the Customer side are involved: Manage any Customer's third-party contractors and be responsible for the acts, omissions, and defects of such third party that the Customer contracts or instructs to perform the Customer's duties.
- Supply SAP with the names and contact information of key Customers and third-party resources.
- Be fully responsible for technology infrastructure that is on-premise or hosted by a third party. This includes but is not limited to Set up of the infrastructure for the project cycles, including timely procurement of any additional and temporary hardware required before the start of the Services, SAP infrastructure, network and system administration, security, periodic backup and restore activities as required server and storage hardware, adequate network performance and Installation of updated front-end software, including SAP Logon GUI on user machines. These systems shall be available throughout the Services according to the project schedule.
- 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 the Customer must have the latest virus protection software.
- Provide technical advice regarding any third-party systems to which the team will have access.
- Signoff Deliverables of respective Service Component(s)
- Perform dual maintenance (retrofit) activities between the productive and project landscapes due to Conversion activities.
- Customer responsible for compliance with any relevant governmental and regulatory requirements.
- Any operational tasks such as system copies, backups, operating system/ Database patches, or Upgrades if not explicitly included in the scope.

8. Assumptions

In addition to the assumptions, as set forth in the Service Description, the following assumptions apply. Changes in assumptions may result in a Change Order.

8.1 General Assumptions

- Any deviation from the scope defined in this document will be subject to the Change Request Procedure to assess its impact and feasibility for inclusion and may incur additional effort, time, and cost.
- All SAP system Migration activities will be carried out remotely.
- Except for productive cutover downtime, all system Migration activities will be performed during weekdays (Mon-Fri) and within normal working hours (0900 to 1700) of the SAP delivery location. Any requirement for shift (outside of normal working hours) or weekend (Sat-Sun) work for Non-Productive Systems or for uptime activities for a Production System, must be discussed and priced additionally.
- Customer acknowledges and agrees that failure on the part of Customer to fulfill any of the specified Customer responsibilities within the agreed project timeline may result in a delay to the schedule and a Change Request for additional SAP resources, an increase in project fees, and/or a change in the schedule.
- Project language and documentation will be in English.
- The project will be delivered completely remote.
- Each person's day comprises 8 hours (9:00 am to 6:00 pm at the work location)
- The SAP project team will consist of both offshore and nearshore resources for the project execution. SAP may use both internal (SAP) and external (Global partner / IOP) resources to meet any skill gaps and/or availability of resources to deliver the project.
- At least 2 to 4 weeks of lead time is required to ramp-up the project resources.
- It is assumed that turnaround time for project-related queries during the project will be a maximum of 1-2 business days for all queries. In case the Customer takes more than the scheduled time to revert for the information requested, then this will be addressed as a change request.
- All functionality testing, unit testing, smoke testing of the business processes, integration testing, user acceptance testing, performance testing, and regression testing is the responsibility of the Customer. It is assumed that the testing will be limited to a high level and will be completed in the allocated time.
- During the project, SAP resources will be based out of remote locations. The Customer will provide the necessary connectivity for these consultants to work from other remote locations. The Customer will provide remote connectivity through CSS (SAP Customer Support System) with necessary user rights to access customer SAP systems.
- It is assumed that access to the system will be available to the SAP team on a 24x7 basis. If there is any planned maintenance activity to be carried out, the same should be communicated in advance and preferably carried out on holidays so that the project schedule does not get impacted.
- The Customer should inform the SAP team in advance if there is any scheduled shutdown of the Development or QA environment. Any unplanned shutdown, as and when it occurs, is likely to have an effect on project costs and timelines.
- The Customer is responsible for the management of the current instance in a customer data center, including power management with an uninterrupted power supply, physical and logical safety measures, and environmentally conditioned facilities.
- The Customer will ensure that the AMC (Annual Maintenance Contract) / Warranty support for the hardware, operating system, SAP software license, and other software components running in the same SAP environment will remain active and valid during the entire period of the Services.
- The Customer will provide appropriate technical and/or functional clarifications to the SAP project team.
- The Customer is expected to maintain adequate backups, and in case of any issue/error during either the database or the actual system migration, SAP resources will depend on backup strategy and the prompt execution of the restore by the Customer. SAP will not be responsible for any issue arising out of the Customer's backup problem.
- During this project, it is assumed that the third-party system to which the SAP programs will be interfaced will not be connected (technical/functional), and all these systems will be available on a full-time basis.
- It is assumed that the Customer will provide all the required support for the existing applications required.
- Any reported issue should be fixed in 24 hours in the production environment. The customer Basis and securities team will work closely with the SAP team and carry out the activities as required.
- In case of project breaks or delays arising out of the Customer situation, the impact on the project timeline and cost will be handled through a change request.
- The Customer will communicate all project-related issues through the SAP project manager or the SAP project lead.
- Any SAP product/standard software bugs/defects will be addressed via the SAP support tickets.

9. Exclusions

In addition to the exclusions, as set forth in the Service Description, the following exclusions apply. Changes in exclusions may result in a Change Order.

9.1 Other/General/Functional Exclusions

- Anything that is not explicitly mentioned in scope is considered out of scope.
- Hardware provisioning, sizing, and performance tuning/ testing
- Creation of users and assignment of roles and authorizations to users
- Installation of additional plug-ins, firewall and security
- End-user training and other Organizational Change Management tasks/services
- License of software
- Pre-existing errors will not be corrected.
- Interfaces activities/adjustments on third-party
- Any Support package updates, Operating system/DB Installation & upgrades, system copies (if any)
- Any functional upgrades/enhancements/configurations required in the system to cover functional gaps etc.
- Any activity on the Disaster Recovery system
- All Non-SAP solutions and tools
- Creation of functional and technical specifications
- Any Database/Operating Systems Scripts conversion
- Any functional and solution-specific activities
- Additional features/functionality not explicitly mentioned will be raised as change requests.

Definitions:

SLES - SUSE Linux Enterprise Server

ASE - SAP Adaptive Server Enterprise

DPM - Delivery Program Manager

GRC - Governance Risk and Compliance

HA - High Availability

QAS - Quality Assurance (Environment)

OS – Operating System

IOP - Indian Offshore Partners

MU - Market Unit

BODS - SAP BusinessObjects Data Services

Cookbook – means documentation that outlines the steps executed by the migration team, including issues faced and corrective actions taken.

UNIT TESTING – Unit testing is a software development process in which the smallest testable parts of an application, called units, are individually and independently scrutinized for proper operation.

FUNCTIONALITY TESTING - Functional testing is a type of software testing that validates the software system against the functional requirements/specifications. The purpose of Functional tests is to test each function of the software application by providing appropriate input and verifying the output against the Functional requirements.

SMOKE TESTING - Smoke testing is the preliminary check of the software after a build and before a release. This type of testing finds basic and critical issues in an application before critical testing is implemented.

INTEGRATION TESTING - Integration testing is a type of software testing in which the different units, modules, or components of a software application are tested as a combined entity

PERFORMANCE TESTING - Performance testing is a testing measure that evaluates the speed, responsiveness, and stability of a computer, network, software program, or device under a workload. Organizations will run performance tests to identify performance-related bottlenecks.

REGRESSION TESTING - Regression testing is defined as a type of software testing to confirm that a recent program or code change has not adversely affected existing features. Regression Testing is nothing but a full or partial selection of already executed test cases that are re-executed to ensure existing functionalities work fine.

USER ACCEPTANCE TESTING - User Acceptance Testing (UAT) is defined as testing the software by the user or client to determine whether it can be accepted or not. This is the final testing performed once the functional, system, and regression testing are completed.

Exhibit 2

To SAP Services Order Form SAP Reference No. 304872409

Accelerated Roadmap Services for a Fixed Price Platform Execution Services for Technical Migration

1. Platform Execution Service Scope

The Platform Execution Service scope described in Exhibit 1 Section 2.2 shall also apply to the Services described in Exhibit 2 hereunder.

a. Technical Prerequisites

The project Prerequisites described in Exhibit 1 Section 2.2.4 shall also apply to the Services described in Exhibit 2 hereunder.

b. RACI

RACI, set forth in Exhibit 1 Section 3, shall also apply to the Services described in Exhibit 2 hereunder.

c. Work Products

➤ SAP Work Products of this Service Component

As part of the Service Component specified in Section 2.2 **Error! Reference source not found.** in Exhibit 1, SAP will provide the following Work Products:

Work Products
List of Customer specific pre-requisites
Technical Migration execution plan
Documentation of the executed system Migrations

d. Customer Responsibilities

The Customer Responsibilities described in Exhibit 1 Section 7 shall also apply to the Services described in Exhibit 2 hereunder.

e. Basis Assumptions

The Assumptions described in Exhibit 1 Section 2.2.2 shall also apply to the Services described in Exhibit 2 hereunder.

f. Basis Exclusions

The Exclusions described in Exhibit 1 Section 2.2.3 shall also apply to the Services described in Exhibit 2 hereunder.



Exhibit 3

To
Order Form
Order Form No. 304872409("Order Form")
effective November 5, 2023 ("Effective Date")

Change Request Procedure
Effective Date of Change Order: _____

1. Describe the requested change:

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

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

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

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

Accepted by:

SAP Public Services, Inc.

(SAP)

By:

Printed Name:

Title:

Date:

Accepted by:

City of San Antonio

(Customer)

By:

Printed Name:

Title:

Date:

