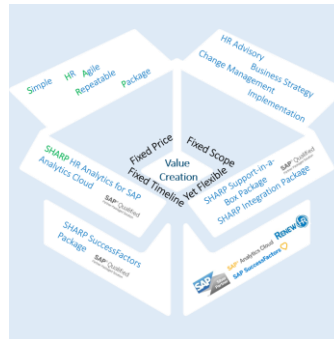


Terms and Conditions For Succession and Development Implementation For “Customer”

Created: XX/YY/20ZZ



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Renew HR, LLC
www.RenewHR.com

SAP® Qualified
Partner-Packaged Solution

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Terms & Conditions

By clicking "Accept" or "Agree," you agree to all of the terms and conditions stated in this Agreement. If you do not agree to these terms, do not click "Accept" or "Agree." By clicking "Accept" or "Agree" you hereby represent and warrant that you are the contracting party intending to be legally bound ("Customer") or an agent of the Customer with the authority to carry out this transaction and conclude the respective contracts with partner full legal entity ("Renew HR") on behalf of the Customer. If you do not have the appropriate authorization to carry out and conclude this transaction, you should not continue with this transaction.

This Agreement is pending the approval of "Renew HR" affiliate or subsidiary company in the country in which Customer is located and in which Customer intends to accept receipt of the Service(s).

The Agreement shall be effective as of the date appearing on the Order Confirmation ("Effective Date") and shall continue until the Services under this Order Form are completed or terminated ("Term").

This order document is governed by and incorporates the following documents in effect as of the Effective Date. All documents are listed in order of precedence, and collectively referred to as the "Agreement". The Agreement shall be effective as of the date appearing on the Order Confirmation ("Effective Date") and shall continue until the Services under this Order Form are completed or terminated ("Term").

Agreement	Location
Order Document	
Service Description	Please check "Resources" tab for more details.
Scope Document	Provided herein.

Prior to accepting this Agreement, Customer has had the opportunity to review the terms and conditions mentioned above. Renew HR recommends Customer prints copies of the applicable Service Descriptions and Scope Documents for Customer's own records.

Renew HR will provide services to assist Customer with the development of the Customer's SAP SuccessFactors Succession and Development Project in accordance with the above referenced Renew HR'S Service Description and as further defined herein.

1 Solution Scope

Module	Scope Description
Role-Based Permissions (RBP)	<p>Role-based permissions (RBP); up to five (5) standard roles and five (5) custom roles</p> <ul style="list-style-type: none"> ▪ Set up roles defining access to data and functionality (roles) ▪ Set up users roles and align/permission to groups ▪ Set up groups of target users that the granted users have access to view/update ▪ Configure the following five (5) 'standard' roles: <ul style="list-style-type: none"> • All Named Users • All Managers • Super Users • Administrators • All HR ○ Configure up to five (5) additional roles/groups as required.
Employee Profile (EP)	<ul style="list-style-type: none"> • Live Profile (one [1]) with multiple Employee and Manager-specific sections • Simple search for Employees using Directory • Directory (one [1])

Succession Planning	<ul style="list-style-type: none"> • Live Profile with multiple Employee and Manager-specific sections and Talent Flags • Employee Scorecard Succession nomination template (one for the company) allowing users to search for and nominate possible candidates • Instant Succession Nomination (one for the company) • Talent Search - Search for potential candidates using a query tool • Succession Organizational Chart (one for the company) • Performance vs. Potential 9 Box (one for the company) • How vs. What 9 Box (one for the company)
CDP	<ul style="list-style-type: none"> • Development Plan template (up to [One] for the company) • Competency Assessment template (up to [One] for the company) • Career Worksheet • Import of development catalog content

Note: Please check your scope based on the package you have purchased.

2 Integration Scope

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

- Integration with Employee Profile
- Integration with Employee Central
- Integration with Performance Management

3 Reporting Scope

For the standard product, all reports will be generated automatically by the system and made accessible to the customer via the Customer Dashboard. Outside of Advanced Analytics, all training will be provided via customer's standard agreement and not by Renew HR Professional Services. Therefore, following delivery, they will not be subject to services, defect resolution, maintenance or upgrades or in any other way be within scope of Renew HR Services objects delivered as part of the Customer's project.

During Advanced Analytics implementation, default reporting will be setup and training scheduled with the customer. Following delivery, all further enhancements, maintenance and general requests will not be part of the original implementation and will require additional contracted services.

4 Data Migration Scope: NA

5 Testing Scope: Renew HR will only do system and integration testing.

6 Third-Party Scope: No third party software or integration is in scope.

7 Geographic and Organization Scope

Geographic and Organization Scope	In Scope
Number of Customer legal entities	Up to 1
Country(ies)	Up to 1
Languages	English

8 Prerequisites

Customer will have purchased SAP SuccessFactors PMGM module before the start of the Project.

9 Project Approach

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

Customer acknowledges and agrees that failure on the part of Customer to meet or fulfil any of the specified Customer responsibilities or requirements in this document might result in a delay in the Services and/or the schedule.

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

- **Responsible (R):** Charged with performing the activities. The project plan may define additional detailed responsibility at the work unit level.
- **Accountable (A):** The Customer has overall accountability for the whole Project and all the tasks identified below. Hence, Accountable (A) does not appear for the tasks below.
- **Consulted (C):** Provides input on how to produce the activity and actively supports the execution of the activity.
- **Informed (I):** Provided with information.

Task	Renew HR	Customer
Cross Phase Tasks		
Maintain and update relevant project plan	R	R
Change management activities	I	R
Prepare Phase		
Project Preparation		
Kick-off (Customer Discovery Workshop)	R	A
Initiation - Including Project Team Orientation, resourcing, customer meetings, co-ordination	R	I
Customer Instance Setup		
Conduct System Admin and Setup and instance setup	R	I
Factory Lead Tasks		
Factory Lead Tasks	A	I
Project Communication		
Support (Ongoing communication and status)	A	I
Explore Phase		
Customer Workshop		
Workshop demonstration (RMK topics with reporting & Configuration Workbook walkthrough)	R	A
Document configuration changes in the Configuration Workbook	R	C
Review of Workbook with Customer	R	R
Solution Configuration - Iteration 1		
Design and implementation approach	R	I
Create and implement pages	R	I
Configure instance	R	I
Testing of iteration	R	I
Customer review of iteration	R	R
Customer feedback	A	R
Realize Phase		
Solution Configuration - Iteration 2		
Design and implementation approach	R	I
Create and implement pages	R	I
Configure instance	R	I
Testing of iteration	R	I
Customer review of iteration	R	R
Customer feedback	A	R
Solution Execution Testing		
UAT Support	C	R
Deploy Phase		
Production Cutover / Switch to Production - Go Live in Production		
Deploy to Production Environment	R	A
Production instance testing and resolution	R	R

10 Project Schedule

Within 7 calendar days after successfully processing the order for the Implementation of SuccessFactors Succession and Development module the Customer will be contacted by Renew HR to schedule the start of the Service.

11 Project Organization

Renew HR Team

Renew HR Team	Responsibility / Description	Level of Involvement
SuccessFactors Consultant	Execution Services	Single resource. Offsite/Offshore.
Technical Consultant	Execution Services	Single resource. Offsite/Offshore.

Customer Team

Customer Project Team	Responsibility / Description	Level of Involvement
Project Manager	<p>Selects and allocates the appropriate subject matter experts for the key user roles on the project</p> <p>Ensures that the resources will be available for the agreed upon duration and percentages of time</p> <p>Ensures Key and End User enablement</p> <p>Manages the change management and risk management processes</p> <p>Ensures the project activities especially data migration and testing remain on track as per the agreed upon plan</p> <p>Manages the relationship with all third party resources.</p> <p>Provides status reporting</p>	Part-time
Business Key User	<p>Functional area subject matter experts</p> <p>Undertake the set-up, implementation and migration tasks to support the business areas in scope.</p> <p>Review workflow and integration scenarios.</p>	Multiple, Part-time

12 Escalation and Issue Management

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

- Situations that require attention and will impact cost, hours, schedule, resources or the success of the Project
- Concerns that require attention unresolved action items Change requests
- Lack of commitment or availability of Project resources unaccepted deliverables

In the event that any issues are not resolved by the project team the Customer and Renew HR shall be entitled to escalate such issue.

13 Renew HR Deliverables

The following table lists the Renew HR Deliverables.

Phase	Deliverable	Deliverable Description	Completion Criteria
Explore	Configuration Workbook	Document detailing the list of additional configurations identified during the validation workshops.	Configuration workbook is delivered to Customer.
Explore	Iteration 1	First iteration of features and functionalities for customer review.	Iteration 1 is delivered to the customer and customer feedback is documented.
Realize	Iteration 2	Second iteration of features and functionalities for customer review.	Iteration 2 is delivered to the customer and customer feedback is documented.
Deploy	Production instance delivered to customer.	Production instance is delivered to customer during go-live process.	Production instance is delivered to customer during go-live process.

14 Assumptions and Exclusions

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

Assumptions

- If the Project has not started within two (2) months of the Estimated Start Date as set forth in the Order Form, then a Change Order may be required for work to be carried out on the Project or Renew HR has the right to terminate the Scope Document without the Customer being able to claim damages.
- Renew HR may require up to two (2) week to assemble a project team. Renew HR reserves the right not to start the Project until Renew HR has assembled a project team.
- Prior to Project closure, Customer is not permitted to change any configuration settings since this may interfere with the implementation of the Project.
- Part time resources over and above those identified in the Customer project team will be used to diversify the knowledge base and reduce risk. Other business and technical experts from within Customer will participate on an as needed basis.
- Customer acknowledges that the Services performed may include the export of Customer data. The Customer is responsible that all Customer data provided to Renew HR does not contain any sensitive information.
- The full scope of the Service is to be deployed in between scheduled refresh cycles, where it will not interfere with business as usual data refreshes as per a customer subscription agreement

Exclusions

Any items or services not defined as in scope for this Service are deemed out of scope, including, but not limited to the following exclusions:

- Deliverables not explicitly described in this Scope Document. An analysis of as-is business processes.
- Programs or content to migrate data. Data cleansing or data clean up.
- Coordination of work required from Customer's third party vendors.
- Formalized training on the SAP SuccessFactors for project team members or training for users. The development of new functionality, extensions or co-innovation.
- Implementation of any solution or integration scope not explicitly mentioned in this document. Any changes required because of pre-existing Customer specific enhancements or developments. Interfaces to third party or to legacy systems not defined.

15 Project Change Control

- Throughout a project, new information may surface that may necessitate a change in business requirements or a change in the technical environment. These changes may result in a change in project scope and therefore impact the estimated level of effort, project timeline, or solution features.
- Any such changes will require a Change Order, which either Renew HR or a Customer team member will complete. Change Orders may result in additional fees. Renew HR may also charge for the time required to scope complex requests. The Renew HR consultant will advise Customer of the estimate if a charge applies.
- A completed Change Order form includes the requested change, the impact on the current engagement, and the estimated resources, time, and fees to implement the Change Order. Renew HR will submit the completed Change Order Form to Customer for review and approval.

- Estimates will remain valid for five (5) business days from the date of submission. If Customer does not approve the Change Order Form within the five (5) business days and Renew HR has not extended the period of validity in writing, the change estimate will automatically expire. Upon receipt of written approval, the Renew HR Team will begin work on the requested change according to the agreed-upon schedule.

16 Service Fees and Payment.

The Service fees (“Service Fees”) are payable for the specified Service(s) consisting of the component(s) identified in the purchase review displayed on the SAP App Center (“Purchase Review”) as well as in the corresponding order confirmation email Customer receives from the SAP App Center (“Order Confirmation”).

When are the payments due?

Completion of Explore Phase	35 %
Completion of Realize Phase	35 %
Completion of Deployment Phase	30 %

17 Payments.

- The fees for the Service are as provided in the ordering page(s) of the SAP App Center.
- If Customer is not a previously authorized buyer, Customer must use a valid credit card to complete this order. If Customer uses a credit card for purchases, fees will be billed to Customer’s credit card upon Customer confirmation of this order.
- Unless otherwise identified for a previously authorized buyer, Customer bill address will be considered the location of Licensee’s receipt of Services provided hereunder. The calculation of taxes may be determined by this receipt of Service Location.

18 Term and Termination

Customer has the right to cancel Renew HR’s implementation services at any point of time with a written notice to Renew HR. However Customer needs to pay all installments upto that phase and 25% of payment for the unfinished phase.

19 Intellectual Property Rights

If any intellectual property is created during the project then there would be a written agreement between Renew HR and Customer regarding the right to such property as created during the project.