



Terms & Conditions: SAP Cloud Migration & Implementation

1. Governance and Order of Precedence

These supplier terms and conditions govern the professional services provided by Scube (the supplier) for the migration and implementation of SAP environments. These terms are supplemental to the G-Cloud 15 framework agreement and the call-off contract. In the event of any conflict or inconsistency between these documents, the order of precedence shall be the G-Cloud 15 framework agreement, followed by the call-off contract, and finally these supplier terms.

2. Technical Scope and Methodology

Scube shall perform the migration services in accordance with the SAP Activate methodology and the specific technical requirements defined in the statement of work. The scope of services includes landscape discovery, cloud architecture design, technical system build, data migration, and post-go-live hypercare. Any variations to the agreed scope must be managed through a formal change control process and may result in adjustments to the project timelines and commercial values.

3. Buyer Dependencies and Obligations

The successful delivery of the migration project is strictly conditional upon the buyer fulfilling the following dependencies. Failure to meet these obligations may result in project delays and additional costs at the prevailing SFIA rates.

- Provision of secure, high-speed remote access to all relevant source and target SAP environments via buyer-approved methods.
- Timely availability of business process owners, subject matter experts, and internal IT staff for workshops and testing cycles.
- Responsibility for the procurement and maintenance of all necessary SAP software licenses and hyperscaler cloud subscriptions.
- Provision of legacy data in the formats required for automated migration tools.



4. Personnel, Security, and Hybrid Delivery

Scube utilizes a hybrid delivery model to optimize project efficiency. Strategic leadership, project management, and security-sensitive architecture tasks are performed by UK-based consultants cleared to BPSS or SC level. Routine technical configuration and development tasks may be supported by the supplier's offshore technical centers. Offshore resources are restricted to non-sensitive technical environments and do not hold UK national security clearances. Scube remains fully accountable for the quality and security of all deliverables regardless of the resource location.

5. Data Migration and Integrity

The supplier will utilize industry-standard tools and methodologies to ensure the integrity of data during the transition process. However, the buyer remains the ultimate owner of the data and is responsible for data cleansing and the final validation of migrated records during user acceptance testing. Scube shall not be held liable for inaccuracies arising from poor-quality source data or incomplete data mapping provided by the buyer.

6. Intellectual Property and Work Product

All pre-existing intellectual property, including migration toolsets, proprietary templates, and methodologies, remains the sole property of Scube. The buyer is granted a non-exclusive, non-transferable license to use these materials for their internal business purposes for the duration of the contract. All project-specific deliverables, such as architecture diagrams and configuration guides created specifically for the buyer, shall become the property of the buyer upon full payment of the relevant project milestones.

7. Warranty and Hypercare Support

Following the technical go-live, Scube provides a four-week hypercare period to ensure system stabilization. During this window, the supplier warrants that it will remediate any technical defects directly resulting from the migration activities. This warranty does not extend to issues caused by third-party software updates, buyer-initiated configuration changes, or hardware failures within the cloud hosting environment.



8. Financial Terms and Milestone Payments

Invoicing for fixed-price projects is conducted upon the successful completion and sign-off of the milestones defined in the pricing document. For time and materials engagements, invoicing is conducted monthly in arrears based on actual days worked. All invoices are subject to thirty-day payment terms. Scube reserves the right to suspend services if undisputed invoices remain unpaid beyond the agreed terms, subject to the provisions of the framework agreement.

9. Termination and Service Transition

Termination of the contract shall be governed by the clauses set out in the call-off contract. Upon notice of termination, Scube will initiate a structured exit process to ensure the safe handover of system documentation and technical logs. Any extensive knowledge transfer or transitional support required beyond the standard exit scope will be defined in a separate statement of work and charged at the applicable SFIA rates.