

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



**Contract Number**

24-674 A-1

**SAP Number**

## Auditor-Controller/Treasurer/Tax Collector

<b>Department Contract Representative</b>	Rowena Barcelona-Nuqui
<b>Telephone Number</b>	(909) 382-7046
<b>Contractor</b>	SAP Public Services, Inc.
<b>Contractor Representative</b>	Chad Kelly
<b>Telephone Number</b>	(619) 206-4141
<b>Contract Term</b>	7/31/2024 – 9/8/2029
<b>Original Contract Amount</b>	\$20,701,203
<b>Amendment Amount</b>	N/A
<b>Total Contract Amount</b>	\$20,701,203
<b>Cost Center</b>	3401901000
<b>Grant Number (if applicable)</b>	N/A

**Briefly describe the general nature of the contract:** *Amendment No. 1 to Agreement No. 24-674 with SAP Public Services, Inc., for software as a service and infrastructure as a service, to include the SAP OpenText Core Archive solution and additional server to host the Tricentis solution, in the amount of \$883,546, utilizing available contract credits with no change to the contract total of \$20,701,203, and with no changes to the contract term of July 31, 2024, through September 8, 2029.*

**FOR COUNTY USE ONLY**

Approved as to Legal Form

►

Kristina Robb, Deputy County Counsel

Date 6/2/25

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

►

Ensen Mason, Auditor-Controller/Treasurer/Tax Collector

Date

5/30/25

**Amendment SAP Reference No. 3063099790 ("Amendment")  
to  
Order Form for SAP Cloud Services SAP Reference No. 3062731585 ("Order Form")**

**Between** SAP Public Services Inc.  
1399 New York Avenue N.W. Suite 800 0  
Washington, DC 20005  
USA  
("SAP")

**And** San Bernardino County  
268 W. Hospitality Lane, 4th Floor  
SAN BERNARDINO, CA, 92415-0018  
("Customer")

**Customer ID:** 1021033  
**Case ID:** 3063099790

**1. AMENDMENT TO ORDER FORM**

This Amendment constitutes an offer by SAP and, when signed and returned by customer on or prior to the offer expiration date, amends the Order Form to add the SAP Cloud Services identified in Section 3, below, and becomes a binding agreement between SAP and Customer effective on the date signed by Customer. Capitalized terms not defined in this Amendment shall have the meanings assigned to such terms in the Order Form.

2. The transformation incentive granted under the applicable underlying Order Form shall also apply to this Upsell, in accordance with the terms and conditions set forth therein.

**Offer Expiration Date:** 06/11/2025

**3. ADDITIONAL CLOUD SERVICE**

The table identifying the SAP Cloud Service in the Order Form is hereby amended by adding the SAP Cloud Services set forth below. The initial Subscription Term of such Cloud Services shall be as indicated below, unless Customer is notified of a later actual Start Date due to system provisioning.

From 06/18/2025 To 09/08/2029

SAP Cloud Service	Usage Metric	Usage Metric Limitation	Annual Fee	Product Start Date	Product End Date	Total Fee in USD
SAP Archive and Doc Access Core by OT	1 Gigabyte	53	174,756.90	06/18/2025	09/08/2025	39,659.44
SAP Arch & Doc Acc Core by OT, add stor	500 Gigabyte	5	16,420.88	06/18/2025	09/08/2025	3,726.57

SAP Cloud Service	Usage Metric	Usage Metric Limitation	Annual Fee	Product Start Date	Product End Date	Total Fee in USD
SAP Archive and Doc Access Core by OT	1 Gigabyte	53	174,756.90	09/09/2025	09/08/2026	174,756.90
SAP Arch & Doc Acc Core by OT, add stor	500 Gigabyte	5	16,420.88	09/09/2025	09/08/2026	16,420.88
SAP Archive and Doc Access Core by OT	1 Gigabyte	53	174,756.90	09/09/2026	09/08/2029	524,270.70
SAP Arch & Doc Acc Core by OT, add stor	500 Gigabyte	5	16,420.88	09/09/2026	09/08/2029	49,262.64
SAP IaaS Wind Cld, priv ed (32)	1 Tenant	1	8,154.46	09/09/2025	09/08/2026	8,154.46
SAP PrefSuccess RISE w SAP	% of Net Recurring Fee	1	2,460.27	09/09/2025	09/08/2026	2,460.27
SAP Addit File Storage, priv cld ed	128 Gigabyte	8	8,247.32	09/09/2025	09/08/2026	8,247.32
SAP IaaS Wind Cld, priv ed (32)	1 Tenant	1	8,154.46	09/09/2026	09/08/2029	24,463.38
SAP PrefSuccess RISE w SAP	% of Net Recurring Fee	1	2,460.27	09/09/2026	09/08/2029	7,380.81
SAP Addit File Storage, priv cld ed	128 Gigabyte	8	8,247.32	09/09/2026	09/08/2029	24,741.96

Total Net Fee	883,545.33
---------------	------------

Period 1 From 06/18/2025 To 09/08/2025	43,386.01
Period 2 From 09/09/2025 To 09/08/2026	210,039.83
Period 3 From 09/09/2026 To 09/08/2027	210,039.83
Period 4 From 09/09/2027 To 09/08/2028	210,039.83
Period 5 From 09/09/2028 To 09/08/2029	210,039.83

SAP Cloud Service	Usage Metric	Usage Metric Limitation	Annual Fee	Product Start Date	Product End Date	Total Fee in USD
Total Net Fee						883,545.33

(1) The Supplement attached hereto under Schedule A applies to this Cloud Service.

The amounts set out above are net amounts and will be subject to fee changes as set forth in the Order Form. Applicable taxes are not included. Usage Metric Limitation shows the maximum quantity that Customer may use over a 12-month period.

Accepted By:

SAP Public Services Inc.  
(SAP)

Accepted By:

San Bernardino County  
(Customer)

DS  
at

DocuSigned by:  
*Lenard Collett*  
4C85A8DFD9854D9

Name: Lenard Collett  
Title: Lead Senior Counsel  
Date: May 23, 2025

*Dawn Rowe*

Name: Dawn Rowe  
Title: Chair, Board of Supervisors  
Date: JUN 10 2025

SIGNED AND CERTIFIED THAT A COPY OF  
THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIRMAN OF THE BOARD  
LYNNA MONELL  
Clerk of the Board of Supervisors  
of San Bernardino County



## **SAP Archiving and Document Access Core by OpenText**

### **Supplemental Terms and Conditions**

This Supplement is part of an Agreement between SAP and Customer and applies solely to the SAP Archiving and Document Access Core by OpenText Cloud Service.

#### **1. FEES**

- 1.1. The Usage Metric for the Cloud Service is Gigabyte ("GB"). "GB" is the amount of capacity in the Cloud Service. For this Cloud Service, bandwidth capacity and storage capacity are counted. GB of bandwidth capacity is counted in blocks of 1 GB, and GB of storage capacity is counted in blocks of 500 GB.
- 1.2. One block of GB of storage capacity is included with the Cloud Service in the Initial Subscription.
- 1.3. The Cloud Service includes two production tenants and one pre-production tenant. The production tenants may be used as production and/or non-production tenants. Customer must install a separate instance of Integration Application (defined below) for use on any non-production tenants.
- 1.4. Customer may only use the pre-production tenant for general tests of the archiving services (excluding load tests). The pre-production tenant must not be used for load testing. Storage capacity of the pre-production tenant is limited to 50 GB.

#### **2. ADDITIONAL TERMS**

- 2.1. SAP makes available for download the ABAP-on, client components and the proxy in one integration application (the "Integration Application"), which is part of the Cloud Service and may only be used by Authorized Users to integrate the Cloud Service with the on-premise Customer environment. Integration Application may not be modified or altered in any way except by SAP. Customer is responsible for the installation, operation, and physical security of Integration Application. In addition to the support policy reference in the Order Form, specific SAP support and maintenance policies apply to Integration Application and can be found at <https://launchpad.support.sap.com/#/notes/2658835>.