SAN BERNARDINO COUNTY

Contract Number
24-674

SAP Number

Auditor-Controller/Treasurer/Tax Collector

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

Briefly describe the general nature of the contract: *SAP Cloud Order Form Agreement, including non-standard terms, with SAP Public Services, Inc. for software as a service and infrastructure as a service, in an amount not to exceed $20,701,203, for the period of July 31, 2024, through September 8, 2029.*

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► *Bonnie Uphold*	►	► *[signature]*
Bonnie Uphold, Supervising Deputy County Counsel		Ensen Mason, Auditor-Controller/Treasurer/Tax Collector
Date 7/22/2024	Date	Date 7/23/2024

Non-Standard Contract Coversheet

Revised 7/1/24

<center>**SAP Cloud Order Form**</center>

Between   **SAP Public Services, Inc.**
      3999 West Chester Pike
      Newtown Square, PA 19073
      United States
      ("SAP")

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

      Customer ID: **1021033**
      Case ID: **3062731585**

1. EFFECTIVE DATE

1.1. This Order Form as issued by SAP is a binding offer by SAP. It only becomes effective upon SAP's receipt of this Order Form signed by the parties ("**Effective Date**") on or prior to 07/31/2024.

2. CLOUD SERVICES

2.1. Cloud Service Order and Support

2.1.1. Customer subscribes to and SAP will provide the Cloud Services during the Subscription Term in accordance with the Usage Metrics and volume each as set forth in Schedule 1 or Customer receives Cloud Credits to activate cloud services from a specific price list.

2.1.2. Unless otherwise stated in Schedule 1 or in the applicable Supplement or otherwise chosen by Customer in an administrative cockpit provided by SAP, SAP will provide Customer with "SAP Enterprise Support Cloud Editions" for the Cloud Services as set forth in the Cloud Support Schedule.

2.2. Subscription Term

2.2.1. The initial subscription term of the Order Form will begin on the (first) Product Start Date and will be effective until the (last) Product End Date as set forth in Schedule 1 ("**Initial Subscription Term**").

2.2.2. SAP and Customer may agree to renew the Subscription Term at least 60 days prior to the end of the current Subscription Term.

3. PAYMENT TERMS AND INVOICING

3.1. Customer shall pay all fees due to SAP within 45 days of date of invoice. Unpaid fees will accrue interest at the maximum legal rate. Customer purchase orders are for administrative convenience and not a condition of payment. Payment is not dependent upon completion of any implementation or other services.

3.2. Unless the Supplement states otherwise, fees for the Cloud Services and Cloud Credits will be invoiced by SAP and paid by Customer yearly in advance. SAP will deduct fees or invoice Customer monthly in arrears for use of the Active Cloud Services in the preceding month as further set out in this Order Form.

3.3. The fee for the Initial Subscription Term is set forth in Schedule 1 as Total Net Fee. SAP may increase the fees for the Cloud Services and Cloud Credits in accordance with this Order Form.

3.4. If applicable, fees for non-recurring services will be invoiced by SAP on a one-time basis and paid by Customer upon commencement of the first Product Start Date.

SAP Confidential
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SAP OPP 305071396 / QUOTE 017017000150 / CASE 3062731585   *(2-2024)*

3.5. Customer shall reimburse SAP for all appropriately documented travel and related expenses pre-approved by Customer and incurred by SAP in performing any support for the Cloud Service.

3.6. SAP may provide invoices to the email address provided by Customer below as main contact.

4. AUTHORIZED ADMINISTRATORS

4.1. Customer contacts for order confirmation and system notices are:

Main contact name:	Rowena Barcelona-Nuqui
Main contact e-mail:	rowena.barcelona-nuqui@sbcountyatc.gov
Technical administrator name:	Wolfgang Chen
Technical administrator e-mail:	wolfgang.chen@sbcountyatc.gov

4.2. The following token can be used by Customer to select a different or additional Technical Administrator and gain access to SAP support web sites:

User Onboarding Token: 8617400f-2be5-4e06-b20a-06029c12c461

User Onboarding Website: https://account.sap.com/manage/onboarding/8617400f-2be5-4e06-b20a-06029c12c461

4.3. Customer Location and Tax Determination

Customer has provided the following primary access location:

San Bernardino County

268 W. Hospitality Lane, 4th Floor, 92415-0018 SAN BERNARDINO, CA, United States

This is the primary (but not the only) location from which Customer will access the Cloud Service. If Customer does not provide a primary access location, SAP will incorporate a default primary access location to Customer's sold-to address as indicated in the preamble of this Order Form. Customer agrees and understands that the calculation of Taxes is in accordance with applicable jurisdictional laws of the primary access location, and payment of such Taxes is the responsibility of Customer. Valid direct pay permits or tax exemption certificates relevant to the primary access location must be provided to SAP prior to execution of this Order Form.

5. SUBSCRIPTION CLOUD SERVICES

5.1. Application

This Section applies only to Subscription Cloud Services as defined below.

5.2. Specific Definitions

5.2.1. "**Subscription Cloud Services**" means all Cloud Services subscribed to under this Order Form, except for Subscription Plus Excess Use Cloud Services, CPEA Cloud Services, BTPEA Cloud Services, ICEA Cloud Services and Pay-As-You-Go Cloud Services, if any.

5.2.2. "**Excess Use**" means any use of the Subscription Cloud Service that exceeds the Usage Metrics and their volume stated in Schedule 1 in this Order Form.

5.3. Excess Use

Fees for Excess Use accrue from the date the Excess Use began. Customer shall execute an additional Order Form to document subscriptions for additional Usage Metrics and their volume. Customer shall pay for Excess Use based on SAP's prices on the date the Excess Use began.

5.4. Fee Changes

The Cloud Services shall be subject to an annual fee increase of 3.3% effective on each anniversary of 09/09/2024. This increase shall apply in addition to the Annual Fee stated in Schedule 1 in this Order Form or the increased Annual Fee, as applicable. However, this increase will not apply during the Initial Subscription Term. Not raising fees is not a waiver of SAP's right to do so.

6. TERMINATION OF SOFTWARE

6.1. Upon execution of this Order Form 3062731585 and provided Customer: (i) has paid SAP Support Service Fees through the date of termination; and (ii) is not in default of its SAP Support Service Fee payment obligations or

otherwise in material breach under the Agreement, then Customer shall have the one-time right to terminate any previously licensed SAP Software and/or Named Users ("Terminated Software") and a maximum Support Base value detailed below (excluding Software and/or Named Users licensed on an unlimited basis and any Named Users and/or Software for which Use rights are parked or suspended, if any) by notifying SAP in writing with 90 days' notice.

6.2. For the avoidance of doubt, Customer may exercise the Termination Right with respect to third party software; however, Customer must terminate one hundred percent (100%) of all the products licensed from a particular third-party software licensor.

6.3. The license grant to the Software and SAP Support for such Terminated Software shall be terminated as detailed in a Termination Amendment, executed by both parties. The Termination Amendment will take effect on a calendar month end date (calendar quarter end date for third-party software), but no later than the end of the initial Subscription Term (defined in Section 2.2.1 above). Upon termination, the Support Base and the SAP Support Service Fees shall be reduced as detailed in such Termination Amendment. A License Audit must be completed prior to the execution of Termination Amendment.

6.4. The earliest termination date is December 31, 2024, and the maximum total value of SAP Support Base allowed for termination is $3,748,345.59.

7. CLOUD PLATFORM ENTERPRISE AGREEMENT

7.1. Application

This Section applies only to CPEA Cloud Services as defined below.

7.2. Definitions

7.2.1. "**Active Cloud Service**" means an Eligible Cloud Service that Customer activated and has not deactivated.

7.2.2. "**Cloud Credits**" means the monetary amount available for the relevant Cloud Credits Period, as specified under "Usage Metric Limitation" in Schedule 1 of this Order Form for the Initial Subscription Term and calculated accordingly for each Cloud Credits Period thereafter.

7.2.3. "**Cloud Credits Period**" means:

(a) for the Initial Subscription Term, each period starting on a Product Start Date and ending on the next Product End Date as set forth for the CPEA Cloud Services and the Cloud Platform Voucher in Schedule 1 of this Order Form; and

(b) thereafter, the Cloud Credits Period will be 12 months starting on the first day after the previous Cloud Credits Period ended unless the remaining part of the Renewal Subscription Term is shorter, in which case the last Cloud Credits Period will be equal to the remaining part of the Renewal Subscription Term.

7.2.4. "**CPEA Cloud Services**" means Cloud Services designated as "Cloud Platform Enterprise Agreement" or "CPEA" in Schedule 1 of this Order Form.

7.2.5. "**Eligible Cloud Services**" means the Cloud Services listed in the Eligible Cloud Services List.

7.2.6. "**Eligible Cloud Services List**" is the list of Eligible Cloud Services found on the SAP Business Technology Platform Website: https://cloudplatform.sap.com/price-lists.

7.2.7. "**Free Tier Cloud Services**" means designated Eligible Cloud Services provided for no fee and marked with "Service Plan: Free" in the Eligible Cloud Services List.

7.3. Consumption of Cloud Credits

7.3.1. During any Cloud Credits Period, Customer can use Cloud Credits to activate any of the Eligible Cloud Services through the administrative cockpit of the SAP Business Technology Platform. Each Active Cloud Service is deemed a Cloud Service as defined in the GTC and is subject to its product-specific Supplement.

7.3.2. If Customer has Cloud Credits available for the current Cloud Credits Period, SAP will:

(a) deduct fees for the activation and/or use of the Active Cloud Services by Customer from the Cloud Credits based on the corresponding metric, range, if applicable, and per-unit list price as specified in the Eligible Cloud Services List; and

(b) provide a monthly balance statement reflecting the activation and/or use of the Active Cloud Services by Customer for the preceding calendar month and the remaining balance of Cloud Credits.

7.3.3. If the Cloud Credits for the current Cloud Credits Period have been fully consumed, SAP will invoice Customer monthly in arrears for the activation and/or use of the Active Cloud Services instead.

7.3.4. Cloud Credits will only be available during the current Cloud Credits Period. Customer may increase the Cloud Credits during a Cloud Credits Period by executing an Order Form for additional Cloud Credits.

7.3.5. Any unused Cloud Credits are forfeited by Customer at the end of the current Cloud Credits Period and will not be available for use in any subsequent Cloud Credits Period.

7.4. Activation and Deactivation of Active Cloud Services

7.4.1. Customer is solely responsible for deactivating any Active Cloud Service.

7.4.2. Customer authorizes the technical administrator set out in this Order Form (and any successor designated by Customer) to activate and deactivate Eligible Cloud Services. Customer is solely responsible for any acts or omissions by such administrators.

7.5. Fee Changes

7.5.1. Fee Changes to Cloud Credits

The fees for the Cloud Credits shall be subject to an annual fee increase of 3.3% effective on each anniversary of 09/09/2024. This increase shall apply in addition to the Annual Fee stated in Schedule 1 in this Order Form or the increased Annual Fee, as applicable. However, this increase will not apply during the Initial Subscription Term. Not raising fees is not a waiver of SAP's right to do so.

7.5.2. Fee Changes to Per-Unit List Price

SAP may change the per-unit list prices on the Eligible Cloud Service List from time to time as follows:

Increases in the per-unit list prices for Eligible Cloud Services will not exceed 3.3%. SAP shall give notice of price increases by email or through the administrative cockpit of the SAP Business Technology Platform at least 45 days before the start of the next Renewal Subscription Term. The increased per-unit list prices shall apply to the Eligible Cloud Services at the beginning of the next Renewal Subscription Term. If SAP notifies Customer of an increase less than 45 days prior to the upcoming Renewal Subscription Term, the increase shall not apply at the start of the upcoming Renewal Subscription Term but from the one thereafter onwards.

7.5.3. Fee Reduction

SAP shall reflect reductions in per-unit list prices for Eligible Cloud Services on the next full monthly report or invoice if such reduced per-unit list price is lower than the per-unit list price in effect on the later of the Effective Date of the Order Form or the date the Cloud Service becomes an Eligible Cloud Service.

7.6. Adding and Removing Eligible Cloud Services

7.6.1. SAP may add Cloud Services and associated per-unit list prices to the Eligible Cloud Services List during the Subscription Term.

7.6.2. SAP may remove any Eligible Cloud Service from the Eligible Cloud Services List by giving Customer 6 months' prior notice via email or through the administrative cockpit of the SAP Business Technology Platform. However, Customer may keep such Eligible Cloud Services activated for the remainder of its then-current Subscription Term.

7.6.3. Notwithstanding the above, the following Eligible Cloud Services in the region/data center marked as "Neo" on the Eligible Cloud Services List are being sunset on December 31, 2028 ("**Sunset Services**"). Irrespective of Customer's Initial Subscription Term or Renewal Subscription Term, Customer may activate and keep such Sunset Services subscription until December 31, 2028 at the latest:

Alert Notification

Bandwidth

Custom Domain

Data Quality Services

Document Service

Event Mesh

Forms Service by Adobe

Identity Authentication

Java Server

Portal

SAP ASE

SAP Fiori Cloud

SAP HANA Service

SAP Integration (Process Integration)

SAP Translation Hub

SAP Web IDE

Dynatrace Agent Activation service for SAP BTP

SAP Mobile Services, Agentry component

SAP Authorization and Trust Management service

SAP Connectivity service

Identity Provisioning service

SAP Keystore service

SAP Monitoring service for SAP BTP

OAuth 2.0 on SAP BTP

SAP Solution Lifecycle Management service for SAP BTP

7.7.   Relationship to Subscription Cloud Services

Any Excess Use of a Subscription Cloud Service (both as defined in this or any existing or future Cloud Order Form under which Customer subscribes to Subscription Cloud Services) that is also an Eligible Cloud Service, will be regarded as use of an Active Cloud Service and billed accordingly.

7.8.   Free Tier Cloud Services

7.8.1.   Free Tier Cloud Service may only be used for non-productive testing and evaluation and may not be used to process Personal Data.

7.8.2.   Customer's use of the Free Tier Cloud Services is subject to the specifications in the administrative cockpit of the SAP Business Technology Platform ("**Cockpit Specifications**"). SAP may modify the Cockpit Specifications at any time without notice. SAP may terminate Customer's use of the Free Tier Cloud Services without advance notice for failure to adhere to the Cockpit Specifications.

7.8.3.   SAP may remove any Free Tier Cloud Service from the Eligible Cloud Services List upon one month's prior notice. SAP shall give such notice by email or through the administrative cockpit of the SAP Business Technology Platform.

7.8.4.   SAP may deactivate Customer's Free Tier Cloud Services if, in SAP's sole determination, Customer is not actively using the services.

7.8.5.   SAP will not provide any support for the Free Tier Cloud Services and the Support Schedule does not apply.

8.   CLOUD PLATFORM VOUCHER

At the beginning of each Cloud Credits Period, SAP shall add the Cloud Credits for the Cloud Platform Voucher to Customer's CPEA account. The Cloud Credits of the Cloud Platform Voucher may not be transferred between CPEA

accounts. The terms set out in the Section entitled "Cloud Platform Enterprise Agreement" apply to the Cloud Credits shown as Cloud Platform Voucher.

9.   ADDITIONAL TERMS

The Agreement is subject to the following modifications:

9.1.   Product Development Schedule

The Product Development Schedule published at http://sap.com/agreements-cloud-product-development-schedule (which will be provided by SAP upon request upon or before execution of the Agreement) is incorporated into and becomes an integral part of the Agreement.

9.2.   Publicity

SAP may include Customer's name and subscribed Cloud Services in SAP customer lists and earnings communications.

9.3.   Transformation Incentive

Provided Customer is not in default of any payments to SAP, and subject to the Cloud Extension Model, SAP grants Customer with a Credit as described herein. "Credit" shall collectively refer to each of the credits described below.

9.3.1.   Credit Issuance

9.3.1.1.   SAP grants the Credit as follows: (i) the initial Credit is granted on the Product Start Date for the RISE Cloud Services (as defined below) ("Phase 1"), and (ii) the remaining Credit is granted when Customer submits the completed clean core questionnaire via SAP Cloud ALM and makes a selection to use (a) SAP professional services; (b) a Qualified Partner; or (c) Customer's own resources to support Customer's conversion, migration, or greenfield implementation of the RISE Cloud Services and eligible Cloud Services under the Transformation Incentive ("Phase 2"). A "Qualified Partner" is an implementation partner listed on https://www.sap.com/partners/find.html, which has a minimum competency level of "Essential" for the RISE Cloud Services. "RISE Cloud Services" means RISE with SAP S/4HANA Cloud, private edition.

9.4.   Cloud Credit

9.4.1.   "Cloud Credit" is a credit in the amount set forth herein that is applied towards fees in future invoices issued under this Order Form or fees in invoices that are issued under any other order form(s) for SAP Cloud Services with an order form effective date that is either the same as or is subsequent to this Order Form Effective Date.

9.4.2.   SAP grants a Cloud Credit in the amount USD 753351.58 in Phase 1.

9.4.3.   SAP grants a Cloud Credit in the amount of USD 753351.58 in Phase 2.

9.4.4.   Subject to the immediately subsequent section below, the Cloud Credit shall be applied towards the fees in such future invoices for SAP Cloud Services until the Cloud Credit has been fully applied. Any remaining balance of the Cloud Credit after the termination or expiration of Customer's subscription to SAP Cloud Services shall be forfeited.

9.4.5.   The Cloud Credit must be fully applied before the Product End Date set forth herein, after which the Cloud Credit shall expire, and no refund or remuneration will be provided.

9.5.   Non-Appropriation Termination

Any payment obligation of Customer created by the Cloud Subscription Agreement is conditioned upon the availability and appropriation of funds, subject to this Section 9. If funds are not appropriated to support continuation of performance in a subsequent fiscal year period, Customer shall have the right to terminate the Cloud Subscription Agreement at the end of the then current pre-paid annual subscription period with prior written notice to SAP at least thirty (30) days prior to the start of the next annual subscription period (a "Non-Appropriation Termination"), provided, however, Customer shall not be entitled to any refund of any prepaid fees and shall be responsible for payment of amounts incurred up to the date of such termination.

10. EXPORT RESTRICTIONS

Customer may not use the Cloud Services, Documentation and other Cloud Materials in any country where these may not be used according to the export control and trade sanctions laws of the United States, the EU, Germany or any other applicable export control and trade sanctions laws. Customer may not permit the use of the Cloud Services, Documentation and other Cloud Materials to any end user with whom transactions are prohibited in accordance with the terms of the Agreement. Further information on SAP's Export Control and Sanctions Compliance can be found at: https://www.sap.com/about/agreements/export-statements.html.

11. REFERENCED DOCUMENTS

This Order Form 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**":

Document 1: This Order Form including Schedule 1 ("**Order Form**")

Document 2: Supplemental Terms and Conditions for Cloud Services ("**Supplement**") published under https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?sort=latest_desc&search=Supplement&tag=language:english

Document 3: Support Schedule for Cloud Services ("**Cloud Support Schedule**") published under https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?sort=latest_desc&search=Support&tag=language:english

Document 4: Service Level Agreement for Cloud Services ("**SLA**") published under https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?sort=latest_desc&search=Service%20Level%20Agreement&tag=language:english

Document 5: Data Processing Agreement for Cloud Services, SAP Support and SAP Services ("**DPA**") published under https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?sort=latest_desc&search=Data%20Processing&tag=language:english

Document 6: General Terms and Conditions for Cloud Services ("**GTC**") negotiated by the Parties, attached hereto as Schedule A.

Customer has had the opportunity to review the GTC and the incorporated documents prior to executing this Order Form. SAP recommends that Customer prints copies of these documents for Customer's records. All defined terms in the GTC used in this Order Form have the meaning stated in the GTC. All references in the Supplements to "Service" mean "Cloud Service", and to "Named Users" mean "Authorized Users."

Accepted By:

SAP Public Services Inc.
(SAP)

Accepted By:

San Bernardino County
(Customer)

DocuSigned by: *Cameron Loyal* 6997C2FE9B4744F...	*Dawn Rowe*
Name: Cameron Loyal	Name: Dawn Rowe
Title: Assistant General Counsel	Title: Chair, Board of Supervisors
Date: July 22, 2024	Date: JUL 3 0 2024

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 the County of San Bernardino

By _____
                    Deputy

Schedule 1
Pricing Summary

From 09/09/2024 To 09/08/2029

SAP Cloud Service	Usage Metric	Usage Metric Limitation	Annual Fee	Product Start Date	Product End Date	Total Fee in USD
RISE with SAP S/4HANA Cld, priv ed, prem	1 Full Use Equivalent	1,001	897,513.06	09/09/2024	09/08/2025	897,513.06
SAP Addit File Storage, priv cld ed	128 Gigabyte	45	39,515.47	09/09/2024	09/08/2025	39,515.47
S/4 Cld, addt non-prod tier, priv ed (M)	1 Tenant	1	133,958.40	09/09/2024	09/08/2025	133,958.40
SAP S/4HANA Cld, Digital Access, priv ed	1000 Document	1	44.36	09/09/2024	09/08/2025	44.36
SAP S/4HANA Cld for TRM, priv ed	108680000.00 USD Assets Under	40	73,187.65	09/09/2024	09/08/2025	73,187.65
SAP S/4HANA Cld for cash mgt, priv ed	1 User	16	40,106.41	09/09/2024	09/08/2025	40,106.41
SAP MBC, transactions	1000 Transaction	1	1,025.27	09/09/2024	09/08/2025	1,025.27
SAP Access Control, extra stack, priv ed	100 Resource	26	296,811.70	09/09/2024	09/08/2025	296,811.70
SAP BusinessObj BI PCE Connection	1 Connection	60	218,270.81	09/09/2024	09/08/2025	218,270.81
SAP BusinessObj BI PCE Usr	1 User	20	29,135.75	09/09/2024	09/08/2025	29,135.75
SAP BusObjEnt Cld Addl NonProd PrivEd S	1 Tenant	1	53,840.68	09/09/2024	09/08/2025	53,840.68

SAP Cloud Service	Usage Metric	Usage Metric Limitation	Annual Fee	Product Start Date	Product End Date	Total Fee in USD
SAP AnalytCloud BI pred public CF (usr)	1 User	100	18,685.68	09/09/2024	09/08/2025	18,685.68
SAP AnalytCloud test ten pred public CF	1 User	25	8,365.38	09/09/2024	09/08/2025	8,365.38
SAP Datasphere CPEA	1 Capacity Unit	14,650	107,282.33	09/09/2024	09/08/2025	107,282.33
SAP Integration Suite, standard edition	1 Tenant	3	93,828.57	09/09/2024	09/08/2025	93,828.57
SAP Change Impact Analysis by Tricentis	1 Gigabyte	1,000	145,190.40	09/09/2024	09/08/2025	145,190.40
SAP Business Application Studio	1 User	5	1,004.58	09/09/2024	09/08/2025	1,004.58
SAP S/4HANA Cld, disaster rec, priv ed	% of Net Recurring Fee	1	293,600.16	09/09/2024	09/08/2025	293,600.16
SAP S/4H Cld Inv Mgmt by OT, priv ed	1000 Document	170	62,516.62	09/09/2024	09/08/2025	62,516.62
SAP Information Capture Core by OpenText	1000 Document	170	43,296.55	09/09/2024	09/08/2025	43,296.55
SAP S/4HANA Cld, EPPM, priv ed, pro	1 Active User	35	26,618.51	09/09/2024	09/08/2025	26,618.51
SAP S/4HANA Cld EP&PM, priv ed, standard	1 Active User	175	37,546.74	09/09/2024	09/08/2025	37,546.74
SAP CAS for application security updates	1 Entitlements Package	1	9,304.20	09/09/2024	09/08/2025	9,304.20
SAP CAS for release version upgrades	1 Entitlements Package	1	77,360.04	09/09/2024	09/08/2025	77,360.04

SAP Cloud Service	Usage Metric	Usage Metric Limitation	Annual Fee	Product Start Date	Product End Date	Total Fee in USD
SAP CAS for cloud integration testing	1 Entitlements Package	1	18,303.84	09/09/2024	09/08/2025	18,303.84
SAP CAS for Application Operations	1 Entitlements Package	1	17,370.36	09/09/2024	09/08/2025	17,370.36
Cloud Platform Enterprise Agreement	Cloud Credits	USD 100,000.00	82,000.00	09/09/2024	09/08/2025	82,000.00
Cloud Platform Voucher	Spend	USD 10,826		09/09/2024	09/08/2025	
SAP Business Network Commerce Automation	1 Flat Fee	1	133,725.00	09/09/2024	09/08/2025	133,725.00
SAP Build Work Zone, std ed	1 Active User	1,800	11,551.12	09/09/2024	09/08/2025	11,551.12
SAP S/4HANA contr, lease, real est, PCE	100 Object	2	9,875.64	09/09/2024	09/08/2025	9,875.64
SAP Additional Dbase Storage priv cld ed	128 Gigabyte	4	15,896.09	09/09/2024	09/08/2025	15,896.09
SAP PrefSuccess BTP	% of Net Recurring Fee	1	46,471.34	09/09/2024	09/08/2025	46,471.34
SAP PrefSuccess Ariba	% of Net Recurring Fee	1	32,767.71	09/09/2024	09/08/2025	32,767.71
SAP Archive and Doc Access Core by OT	1 Gigabyte	8	70,145.20	09/09/2024	09/08/2025	70,145.20
SAP for OT, Cnctr Cld, priv ed	1 Flat Fee	1	24,559.49	09/09/2024	09/08/2025	24,559.49
SAP Identity Access Governance, integ ed	1 Connection	3	169,607.77	09/09/2024	09/08/2025	169,607.77

SAP Cloud Service	Usage Metric	Usage Metric Limitation	Annual Fee	Product Start Date	Product End Date	Total Fee in USD
SAP PrefSuccess RISE w SAP	% of Net Recurring Fee	1	239,745.97	09/09/2024	09/08/2025	239,745.97
SAP MBC, corp. base connection package	1 Flat Fee	1	16,958.40	09/09/2024	09/08/2025	16,958.40
SAP Test Automation by Tricentis	1 Connection	10	171,444.00	09/09/2024	09/08/2025	171,444.00
RISE with SAP S/4HANA Cld, priv ed, prem	1 Full Use Equivalent	1,001	897,513.06	09/09/2025	09/08/2026	897,513.06
SAP Addit File Storage, priv cld ed	128 Gigabyte	7	6,146.85	09/09/2025	09/08/2026	6,146.85
S/4 Cld, addt non-prod tier, priv ed (M)	1 Tenant	1	133,958.40	09/09/2025	09/08/2026	133,958.40
SAP S/4HANA Cld, Digital Access, priv ed	1000 Document	1	44.36	09/09/2025	09/08/2026	44.36
SAP S/4HANA Cld for TRM, priv ed	108680000.00 USD Assets Under	40	73,187.65	09/09/2025	09/08/2026	73,187.65
SAP S/4HANA Cld for cash mgt, priv ed	1 User	16	40,106.41	09/09/2025	09/08/2026	40,106.41
SAP MBC, transactions	1000 Transaction	1	1,025.27	09/09/2025	09/08/2026	1,025.27
SAP Access Control, extra stack, priv ed	100 Resource	26	296,811.70	09/09/2025	09/08/2026	296,811.70
SAP BusObjEnt Cld Addl NonProd PrivEd S	1 Tenant	1	53,840.68	09/09/2025	09/08/2026	53,840.68
SAP BusinessObj BI PCE Connection	1 Connection	60	218,270.81	09/09/2025	09/08/2026	218,270.81

SAP Cloud Service	Usage Metric	Usage Metric Limitation	Annual Fee	Product Start Date	Product End Date	Total Fee in USD
SAP BusinessObj BI PCE Usr	1 User	20	29,135.75	09/09/2025	09/08/2026	29,135.75
SAP AnalytCloud BI pred public CF (usr)	1 User	100	18,685.68	09/09/2025	09/08/2026	18,685.68
SAP AnalytCloud test ten pred public CF	1 User	25	8,365.38	09/09/2025	09/08/2026	8,365.38
SAP Datasphere CPEA	1 Capacity Unit	14,650	107,282.33	09/09/2025	09/08/2026	107,282.33
SAP Integration Suite, standard edition	1 Tenant	3	93,828.57	09/09/2025	09/08/2026	93,828.57
SAP Change Impact Analysis by Tricentis	1 Gigabyte	1,000	145,190.40	09/09/2025	09/08/2026	145,190.40
SAP Business Application Studio	1 User	5	1,004.58	09/09/2025	09/08/2026	1,004.58
SAP S/4HANA Cld, disaster rec, priv ed	% of Net Recurring Fee	1	293,600.16	09/09/2025	09/08/2026	293,600.16
SAP S/4H Cld Inv Mgmt by OT, priv ed	1000 Document	170	62,516.62	09/09/2025	09/08/2026	62,516.62
SAP Information Capture Core by OpenText	1000 Document	170	43,296.55	09/09/2025	09/08/2026	43,296.55
SAP S/4HANA Cld, EPPM, priv ed, pro	1 Active User	35	26,618.51	09/09/2025	09/08/2026	26,618.51
SAP S/4HANA Cld EP&PM, priv ed, standard	1 Active User	175	37,546.74	09/09/2025	09/08/2026	37,546.74
SAP CAS for application security updates	1 Entitlements Package	1	9,304.20	09/09/2025	09/08/2026	9,304.20

SAP Cloud Service	Usage Metric	Usage Metric Limitation	Annual Fee	Product Start Date	Product End Date	Total Fee in USD
SAP CAS for release version upgrades	1 Entitlements Package	1	77,360.04	09/09/2025	09/08/2026	77,360.04
SAP CAS for cloud integration testing	1 Entitlements Package	1	18,303.84	09/09/2025	09/08/2026	18,303.84
SAP CAS for Application Operations	1 Entitlements Package	1	17,370.36	09/09/2025	09/08/2026	17,370.36
SAP CAS for Application Monitoring	1 Entitlements Package	1	84,524.40	09/09/2025	09/08/2026	84,524.40
SAP Build Work Zone, std ed	1 Active User	1,800	11,551.12	09/09/2025	09/08/2026	11,551.12
SAP Business Network Commerce Automation	1 Flat Fee	1	133,725.00	09/09/2025	09/08/2026	133,725.00
Cloud Platform Enterprise Agreement	Cloud Credits	USD 100,000.00	82,000.00	09/09/2025	09/08/2026	82,000.00
Cloud Platform Voucher	Spend	USD 10,826		09/09/2025	09/08/2026	
SAP Archive and Doc Access Core by OT	1 Gigabyte	8	70,145.20	09/09/2025	09/08/2026	70,145.20
SAP PrefSuccess RISE w SAP	% of Net Recurring Fee	1	234,940.90	09/09/2025	09/08/2026	234,940.90
SAP PrefSuccess Ariba	% of Net Recurring Fee	1	32,767.71	09/09/2025	09/08/2026	32,767.71
SAP PrefSuccess BTP	% of Net Recurring Fee	1	46,471.34	09/09/2025	09/08/2026	46,471.34
SAP for OT, Cnctr Cld, priv ed	1 Flat Fee	1	24,559.49	09/09/2025	09/08/2026	24,559.49

SAP Cloud Service	Usage Metric	Usage Metric Limitation	Annual Fee	Product Start Date	Product End Date	Total Fee in USD
SAP S/4HANA contr, lease, real est, PCE	100 Object	2	9,875.64	09/09/2025	09/08/2026	9,875.64
SAP Identity Access Governance, integ ed	1 Connection	3	169,607.77	09/09/2025	09/08/2026	169,607.77
SAP MBC, corp. base connection package	1 Flat Fee	1	16,958.40	09/09/2025	09/08/2026	16,958.40
SAP Additional Dbase Storage priv cld ed	128 Gigabyte	4	15,896.09	09/09/2025	09/08/2026	15,896.09
SAP Test Automation by Tricentis	1 Connection	10	171,444.00	09/09/2025	09/08/2026	171,444.00
RISE with SAP S/4HANA Cld, priv ed, prem	1 Full Use Equivalent	1,001	897,513.06	09/09/2026	09/08/2029	2,692,539.18
SAP S/4HANA Cld, Digital Access, priv ed	1000 Document	1	44.36	09/09/2026	09/08/2029	133.08
SAP S/4HANA Cld for TRM, priv ed	108680000.00 USD Assets Under	40	73,187.65	09/09/2026	09/08/2029	219,562.95
SAP S/4HANA Cld for cash mgt, priv ed	1 User	16	40,106.41	09/09/2026	09/08/2029	120,319.23
SAP MBC, transactions	1000 Transaction	1	1,025.27	09/09/2026	09/08/2029	3,075.81
SAP Access Control, extra stack, priv ed	100 Resource	26	296,811.70	09/09/2026	09/08/2029	890,435.10
SAP BusinessObj BI PCE Connection	1 Connection	60	218,270.81	09/09/2026	09/08/2029	654,812.43
S/4 Cld, addt non-prod tier, priv ed (M)	1 Tenant	1	133,958.40	09/09/2026	09/08/2029	401,875.20

SAP Cloud Service	Usage Metric	Usage Metric Limitation	Annual Fee	Product Start Date	Product End Date	Total Fee in USD
SAP BusinessObj BI PCE Usr	1 User	20	29,135.75	09/09/2026	09/08/2029	87,407.25
SAP AnalytCloud BI pred public CF (usr)	1 User	100	18,685.68	09/09/2026	09/08/2029	56,057.04
SAP Change Impact Analysis by Tricentis	1 Gigabyte	1,000	145,190.40	09/09/2026	09/08/2029	435,571.20
SAP S/4HANA Cld EP&PM, priv ed, standard	1 Active User	175	37,546.74	09/09/2026	09/08/2029	112,640.22
SAP Ariba Contracts	1 User	40	45,753.60	09/09/2026	09/08/2029	137,260.80
SAP Integration Suite, standard edition	1 Tenant	3	93,828.57	09/09/2026	09/08/2029	281,485.71
SAP Business Network Commerce Automation	1 Flat Fee	1	133,725.00	09/09/2026	09/08/2029	401,175.00
SAP Information Capture Core by OpenText	1000 Document	170	43,296.55	09/09/2026	09/08/2029	129,889.65
SAP CAS for Application Operations	1 Entitlements Package	1	17,370.36	09/09/2026	09/08/2029	52,111.08
SAP Ariba Supplier Lifecycle & Perf.	1 User	10	32,064.02	09/09/2026	09/08/2029	96,192.06
Cloud Platform Enterprise Agreement	Cloud Credits	USD 100,000.00	82,000.00	09/09/2026	09/08/2027	82,000.00
Cloud Platform Enterprise Agreement	Cloud Credits	USD 100,000.00	82,000.00	09/09/2027	09/08/2028	82,000.00
Cloud Platform Enterprise Agreement	Cloud Credits	USD 100,000.00	82,000.00	09/09/2028	09/08/2029	82,000.00

SAP Cloud Service	Usage Metric	Usage Metric Limitation	Annual Fee	Product Start Date	Product End Date	Total Fee in USD
Cloud Platform Voucher	Spend	USD 10,826		09/09/2026	09/08/2027	
Cloud Platform Voucher	Spend	USD 10,826		09/09/2027	09/08/2028	
Cloud Platform Voucher	Spend	USD 10,826		09/09/2028	09/08/2029	
SAP Build Work Zone, std ed	1 Active User	1,800	11,551.12	09/09/2026	09/08/2029	34,653.36
SAP Business Application Studio	1 User	10	2,009.16	09/09/2026	09/08/2029	6,027.48
SAP Archive and Doc Access Core by OT	1 Gigabyte	8	70,145.20	09/09/2026	09/08/2029	210,435.60
SAP CAS for application security updates	1 Entitlements Package	1	9,304.20	09/09/2026	09/08/2029	27,912.60
SAP CAS for cloud integration testing	1 Entitlements Package	1	18,303.84	09/09/2026	09/08/2029	54,911.52
SAP BusObjEnt Cld Addl NonProd PrivEd S	1 Tenant	1	53,840.68	09/09/2026	09/08/2029	161,522.04
SAP S/4HANA Cld, EPPM, priv ed, pro	1 Active User	35	26,618.51	09/09/2026	09/08/2029	79,855.53
SAP PrefSuccess RISE w SAP	% of Net Recurring Fee	1	234,940.90	09/09/2026	09/08/2029	704,822.70
SAP PrefSuccess BTP	% of Net Recurring Fee	1	46,616.00	09/09/2026	09/08/2029	139,848.00
SAP PrefSuccess Ariba	% of Net Recurring Fee	1	95,729.44	09/09/2026	09/08/2029	287,188.32

SAP Cloud Service	Usage Metric	Usage Metric Limitation	Annual Fee	Product Start Date	Product End Date	Total Fee in USD
SAP for OT, Cnctr Cld, priv ed	1 Flat Fee	1	24,559.49	09/09/2026	09/08/2029	73,678.47
SAP Addit File Storage, priv cld ed	128 Gigabyte	7	6,146.85	09/09/2026	09/08/2029	18,440.55
SAP Additional Dbase Storage priv cld ed	128 Gigabyte	4	15,896.09	09/09/2026	09/08/2029	47,688.27
SAP Ariba Buying & Invoicing	Spend	USD 1,200,000,000.00	324,324.00	09/09/2026	09/08/2029	972,972.00
SAP S/4HANA contr, lease, real est, PCE	100 Object	2	9,875.64	09/09/2026	09/08/2029	29,626.92
SAP Identity Access Governance, integ ed	1 Connection	4	226,143.68	09/09/2026	09/08/2029	678,431.04
SAP CAS for release version upgrades	1 Entitlements Package	1	77,360.04	09/09/2026	09/08/2029	232,080.12
SAP Ariba Sourcing	1 User	10	35,092.56	09/09/2026	09/08/2029	105,277.68
SAP CAS for Application Monitoring	1 Entitlements Package	1	84,524.40	09/09/2026	09/08/2029	253,573.20
SAP S/4H Cld Inv Mgmt by OT, priv ed	1000 Document	170	62,516.62	09/09/2026	09/08/2029	187,549.86
SAP S/4HANA Cld, disaster rec, priv ed	% of Net Recurring Fee	1	293,600.16	09/09/2026	09/08/2029	880,800.48
SAP AnalytCloud test ten pred public CF	1 User	25	8,365.38	09/09/2026	09/08/2029	25,096.14
SAP Datasphere CPEA	1 Capacity Unit	14,650	107,282.33	09/09/2026	09/08/2029	321,846.99
SAP MBC, corp. base connection package	1 Flat Fee	1	16,958.40	09/09/2026	09/08/2029	50,875.20

SAP Cloud Service	Usage Metric	Usage Metric Limitation	Annual Fee	Product Start Date	Product End Date	Total Fee in USD
SAP Test Automation by Tricentis	1 Connection	10	171,444.00	09/09/2026	09/08/2029	514,332.00

Total Net Fee						20,701,202.27

Period 1 From 09/09/2024 To 09/08/2025						3,768,431.25
Period 2 From 09/09/2025 To 09/08/2026						3,814,781.96
Period 3 From 09/09/2026 To 09/08/2027						4,372,663.02
Period 4 From 09/09/2027 To 09/08/2028						4,372,663.02
Period 5 From 09/09/2028 To 09/08/2029						4,372,663.02
Total Net Fee						20,701,202.27

The amounts set out above are subject to fee changes as set forth in the Order Form.

The amounts set out above are net amounts. Applicable taxes are not included. This is not a tax invoice.

Usage Metric Limitation shows the maximum quantity that Customer may use over a 12-month period, unless:

(a) the name of the Cloud Service includes "Cloud Platform Enterprise Agreement" "Cloud Platform Voucher" or "Business Technology Platform Enterprise Agreement", in which case the Usage Metric Limitation shows the amount of (Gross) Cloud Credits available for a Cloud Credits Period; or

(b) the name of the Cloud Service includes "Pay-As-You-Go",

(c) the name of the Cloud Service includes "Industry Cloud Enterprise Agreement", in which case the Usage Metric Limitation shows the amount of Cloud Credits available during the Initial Subscription Term.

Schedule A

GENERAL TERMS AND CONDITIONS FOR CLOUD SERVICES ("GTC")

1. DEFINITIONS

1.1. **"Affiliate"** means any legal entity in which SAP SE or Customer, directly or indirectly, holds more than 50% of the entity's shares or voting rights, or is under common control with that legal entity. For the purpose of this Agreement, "control" means the power to direct or cause the direction of the management and policies of an entity. Any legal entity will be considered an Affiliate as long as that interest is maintained.

1.2. **"Agreement"** means the agreement as defined in the applicable Order Form.

1.3. **"Authorized User"** means any individual to whom Customer grants access authorization to use the Cloud Service that is an employee, agent, contractor or representative of Customer, Customer's Affiliates, or Customer's and Customer's Affiliates' Business Partners.

1.4. **"Business Partner"** means a legal entity that requires use of a Cloud Service in connection with Customer's and its Affiliates' internal business operations. These may include customers, distributors, service providers and/or suppliers of Customer and its Affiliates.

1.5. **"Cloud Service"** means any distinct, hosted, supported and operated on-demand solution provided by SAP under an Order Form.

1.6. **"Confidential Information"** means all non-public information, whether disclosed by a party or its Affiliates or their respective employees or contractors, which the disclosing party protects against unrestricted disclosure to others that the disclosing party or its representatives designates as confidential, internal and/or proprietary at the time of disclosure, should be reasonably understood to be confidential at the time of disclosure given the nature of the information and the circumstances surrounding its disclosure, and falls within a recognized exemption to the San Bernardino County Sunshine Ordinance, County Code of Ordinances Section 19.0101, California Government Code 54950, and California Public Records Act (Government Code Section 7920.005).

1.7. **"Customer Data"** means any content, materials, data and information that Authorized Users enter into the production system of a Cloud Service or that Customer derives from its use of and stores in the Cloud Service (e.g. Customer-specific reports). Customer Data and its derivatives will not include SAP's Confidential Information.

1.8. **"Documentation"** means SAP's then-current technical and functional documentation relating to the Cloud Services located at https://help.sap.com or which SAP makes available to Customer as part of the Cloud Service, including technical and functional specifications as updated from time to time in accordance with the Agreement.

1.9. **"Export Laws"** means all applicable import, export control and sanctions laws, including without limitation, the laws of the United States, the EU, and Germany.

1.10. **"Feedback"** means input, comments or suggestions regarding SAP's business and technology direction, and the possible creation, modification, correction, improvement or enhancement of the Cloud Service.

1.11. **"Intellectual Property Rights"** means patents of any type, design rights, utility models or other similar invention rights, copyrights and related rights, trade secret, know-how or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, whether registered or unregistered, including applications (or rights to apply) and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.

1.12. **"Order Form"** means the ordering document for a Cloud Service that references the GTC.

1.13. **"Professional Services"** means implementation services, consulting services or other related services provided under an Order Form and may also be referred to in the Agreement as "Consulting Services".

1.14. **"Representatives"** means a party's Affiliates, employees, contractors, sub-contractors, legal representatives, accountants, or other professional advisors.

1.15. **"SAP Materials"** means any materials (including statistical reports) provided, developed or made available by SAP (independently or with Customer's cooperation) in the course of performance under the Agreement, including in the delivery of any support or Professional Services to Customer. SAP Materials do not include the Customer Data, Customer Confidential Information or the Cloud Service. SAP Materials may also be referred to in the Agreement as "Cloud Materials".

1.16. **"SAP SE"** means SAP SE, the parent company of SAP.

1.17. **"Subscription Term"** means the initial subscription term and if applicable any renewal subscription term of a Cloud Service identified in the Order Form.

1.18. **"Taxes"** means all transactional taxes, levies and similar charges (and any related interest and penalties) such as federal, state or local sales tax, value added tax, goods and services tax, use tax, property tax, excise tax, service tax or similar taxes.

1.19. **"Usage Metric"** means the standard of measurement for determining the permitted use and calculating the fees due for a Cloud Service as set forth in an Order Form.

2. USAGE RIGHTS AND RESTRICTIONS

2.1. Grant of Rights

SAP grants to Customer a non-exclusive and non-transferable right to use the Cloud Service (including its implementation and configuration), SAP Materials and Documentation solely for Customer's and its Affiliates' internal business operations. Customer may use the Cloud Service world-wide, except Customer shall not use the Cloud Service from countries where such use is prohibited by Export Laws. Permitted uses and restrictions of the Cloud Service also apply to SAP Materials and Documentation.

2.2. Authorized Users

Customer may permit Authorized Users to use the Cloud Service. Usage is limited to the Usage Metrics and volumes stated in the Order Form. Access credentials for the Cloud Service may not be used by more than one individual, but may be transferred from one individual to another if the original user is no longer permitted to use the Cloud Service. Customer is responsible for breaches of the Agreement caused by Authorized Users.

2.3. Verification of Use.

Customer will monitor its own use of the Cloud Service and report any use in excess of the Usage Metrics and volume. SAP may monitor use to verify compliance with Usage Metrics, volume and the Agreement.

2.4. 2.4. Suspension of Cloud Service.

SAP may suspend or limit use of the Cloud Service if:

a) continued use may result in material harm to the Cloud Service or its users; or

b) to comply with laws and regulations applicable to SAP, its Affiliates' or subcontractors.

SAP will promptly notify Customer of the suspension or limitation. SAP will limit a suspension or limitation in time and scope as reasonably possible under the circumstances.

2.5. Third Party Web Services

The Cloud Service may include integrations with web services made available by third parties (other than SAP SE or its Affiliates) that are accessed through the Cloud Service and subject to terms and conditions with those third parties. These third party web services are not part of the Cloud Service and the Agreement does not apply to them. SAP is not responsible for the content of these third party web services.

2.6.   Mobile Access to Cloud Service

Authorized Users may access certain Cloud Services through mobile applications obtained from third-party websites such as Android or Apple app stores. The use of mobile applications may be governed by the terms and conditions presented upon download/access to the mobile application and not by the terms of the Agreement.

2.7.   On-Premise Components

The Cloud Service may include on-premise components that can be downloaded and installed (including updates) by Customer. The System Availability SLA does not apply to these components. Customer may only use the on-premise components during the Subscription Term.

3.   SAP RESPONSIBILITIES

3.1.   Provisioning

SAP provides access to the Cloud Service as described in the Agreement. SAP makes the Cloud Service available and is responsible for its operation.

3.2.   Support

SAP provides support for the Cloud Service as referenced in the Order Form.

3.3.   Security

SAP will implement and maintain appropriate technical and organizational measures to protect the personal data processed by SAP as part of the Cloud Service as described in the Data Processing Agreement incorporated into the Order Form in compliance with applicable data protection law.

3.4.   Modifications

3.4.1. Scope

SAP may modify the Cloud Service (including support services, Maintenance Windows and Major Upgrade Windows), provided that SAP shall not materially degrade the core functionality of the Cloud Service during the Subscription Term.

3.4.2. Modification Notices

SAP shall provide Customer with reasonable advance notice of modifications to the functionality of the Cloud Service in accordance with Section 13.5, except for any change to a Maintenance Window or Major Upgrade Window which shall be in accordance with the Service Level Agreement.

3.4.3. Customer Termination

If the modification materially degrades the Cloud Service and SAP does not provide equivalent functionality, Customer may terminate its subscription to the affected Cloud Service by providing written notice to SAP within 1 month of SAP's notice. If SAP does not receive timely notice, Customer is deemed to have accepted the modification.

4.   CUSTOMER AND PERSONAL DATA

4.1.   Customer Ownership

Customer retains all rights in and related to the Customer Data. SAP may use Customer-provided trademarks solely to provide and support the Cloud Service.

4.2.   Customer Data

Customer is responsible for the Customer Data and entering it into the Cloud Service. Customer grants to SAP (including SAP SE, its Affiliates and subcontractors) a non-exclusive right to process and use Customer Data for the sole purpose of and only to the extent necessary for SAP to provide and support the Cloud Service and as set out in the Agreement.

4.3. Personal Data

Customer will collect and maintain all personal data contained in the Customer Data in compliance with applicable data privacy and protection laws.

4.4. Security

Customer will maintain reasonable security standards for its Authorized Users' use of the Cloud Service. Customer will not conduct or authorize penetration tests of the Cloud Service without advance approval from SAP.

4.5. Access to Customer Data

4.5.1. During the Subscription Term, Customer can access its Customer Data at any time. Customer may export and retrieve its Customer Data in a standard format. Export and retrieval may be subject to technical limitations, in which case SAP and Customer will find a reasonable method to allow Customer access to Customer Data.

4.5.2. Before the Subscription Term expires, Customer may use SAP's self-service export tools (as available) to perform a final export of Customer Data from the Cloud Service.

4.5.3. At the end of the Agreement, SAP will delete the Customer Data remaining on servers hosting the Cloud Service unless applicable law requires retention. Retained data is subject to the confidentiality provisions of the Agreement.

4.5.4. In the event of third party legal proceedings relating to the Customer Data, SAP will cooperate with Customer and comply with applicable law (both at Customer's expense) with respect to handling of the Customer Data.

5.   FEES AND TAXES

5.1. Fees and Payment

Customer shall pay fees as stated in the Order Form. If Customer does not pay fees in accordance with the terms of the Agreement then, in addition to any other available remedies, SAP may suspend Customer's use of the applicable Cloud Service until payment is made. SAP shall provide Customer with prior written notice before any such suspension. Any fees not paid when due shall accrue interest at the maximum legal rate. Purchase order are for administrative convenience only. SAP may issue an invoice and collect payment without a corresponding purchase order. Customer may not withhold, reduce or set off fees owed. Customer may not reduce Usage Metrics during the Subscription Term. All Order Forms are non-cancellable. All fees are non-refundable except per Sections 6.3 or 7.4.2.

Customer may withhold payment of invoiced amounts that Customer reasonably disputes, subject to the following conditions: (a) the dispute is made in good faith; (b) Customer notifies SAP of the dispute in writing in advance of the date on which the disputed amounts would otherwise become due, which notice shall identify with particularity the disputed sums, as well as the grounds for the dispute; (c) Customer continues to pay all non-disputed fees as and when due; and (d) upon resolution of the dispute, Customer immediately pays all previously disputed sums that are determined to be due. For the avoidance of doubt, Customer's non-payment of disputed charges in accordance with this Section does not constitute default by Customer and does not entitle SAP to suspend or delay its performance under the Agreement.

5.2. Taxes

Fees and other charges imposed under an Order Form will not include Taxes, all of which will be for Customer's account. Customer is responsible for all Taxes. Customer must provide to SAP any direct pay permits or valid tax-exempt certificates prior to signing an Order Form. If SAP is required to pay Taxes, Customer will reimburse SAP for those amounts for which Customer is liable hereunder. In no event shall Customer be liable for any

tax(es) paid to SAP (including, but not limited to, penalties, interest, or other fees or changes): (a) resulting from SAP's failure to timely and properly pay all tax(es); (b) resulting from SAP's breach of this Agreement; or (c) imposed on and measured by the net income or capital of SAP.

SAP will not provide any tax consulting or other tax related assistance in Customer tax matters. If any necessary documentation is required (e.g. tax certificates or tax residence certificates) SAP will provide this.

6.   TERM AND TERMINATION

6.1.   Term

The Subscription Term is as stated in the Order Form.

6.2.   Termination

A party may terminate the Agreement:

a)   for cause upon 30 days' prior written notice of the other party's material breach of any provision of the Agreement (including Customer's failure to pay any money due hereunder within 30 days of the payment due date) unless the breaching party has cured the breach during such 30 day period;

b)   as permitted under Sections 3.4.3, 7.3.b), 7.4.3, 8.1.4, or 13.4 (with termination effective thirty days after receipt of notice in each of these cases); or

c)   immediately if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise materially breaches Sections 11 or 13.6.

6.3.   Refund and Payments

For termination by Customer (including but not limited to Sections 3.4.3, 6.2(a), 7.3 (b) or 7.4.3) or termination under Sections 8.1.4 or 13.4 Customer will be entitled to:

a)   a pro-rata refund in the amount of the unused portion of prepaid fees for the terminated subscription calculated as of the effective date of termination (unless such refund is prohibited by Export Laws); and

b)   a release from the obligation to pay fees due for periods after the effective date of termination.

6.4.   Effect of Expiration or Termination

Upon the effective date of expiration or termination of the Agreement:

a)   Customer's right to use the Cloud Service and all SAP Confidential Information will end;

b)   Confidential Information of the disclosing party will be retained, returned, or destroyed as required by the Agreement or applicable law; and

c)   termination or expiration of the Agreement does not affect other agreements between the parties.

6.5.   Survival

Sections 1, 5, 6.3, 6.4, 6.5, 8, 9, 10, 11, 12 and 13 will survive the expiration or termination of the Agreement.

7.   WARRANTIES

7.1.   Compliance with Law

Each party warrants its current and continuing compliance with all laws and regulations applicable to it in connection with:

a) in the case of SAP, the operation of SAP's business as it relates to the Cloud Service; and

b) in the case of Customer, the Customer Data and Customer's use of the Cloud Service.

7.2. Good Industry Practices

SAP warrants that it will provide the Cloud Service:

a) in substantial conformance with the Documentation; and

b) with the degree of skill and care reasonably expected from a skilled and experienced global supplier of services substantially similar to the nature and complexity of the Cloud Service.

7.3. Remedy

Customer's sole and exclusive remedies and SAP's entire liability for breach of the warranty under Section 7.2 will be:

a) correction of the deficient Cloud Service; and

b) if SAP fails to correct the deficient Cloud Service, Customer may terminate its subscription for the affected Cloud Service. Any termination must occur within 3 months of SAP's failure to correct the deficient Cloud Service.

7.4. System Availability

7.4.1. SAP warrants to maintain an average monthly system availability for the production system of the Cloud Service as defined in the applicable Service Level Agreement or Supplement ("SLA").

7.4.2. Customer's sole and exclusive remedy for SAP's breach of the SLA is the issuance of a credit in the amount described in the SLA. Customer will follow SAP's posted credit claim procedure. When the validity of the service credit is confirmed by SAP in writing (email permitted), Customer may apply the credit to a future invoice for the Cloud Service or request a refund for the amount of the credit if no future invoice is due.

7.4.3. In the event SAP fails to meet the SLA (i) for 4 consecutive months, or (ii) for 5 or more months during any 12 month period, or (iii) at a system availability level of at least 95% for 1 calendar month, Customer may terminate its subscriptions for the affected Cloud Service by providing SAP with written notice within 30 days after the failure.

7.5. Warranty Exclusions

The warranties in Sections 7.2 and 7.4 will not apply if:

a) the Cloud Service is not used in accordance with the Agreement or Documentation;

b) any non-conformity is caused by Customer, or by any product or service not provided by SAP; or

c) the Cloud Service was provided for no fee.

7.6. Disclaimer

Except as expressly provided in the Agreement, neither SAP nor its subcontractors make any representation or warranties, express or implied, statutory or otherwise, regarding any matter, including the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of or integration with any products or services provided under the Agreement, or that the operation of any products or services will be secure, uninterrupted or error free. Customer agrees that it is not relying on delivery of future functionality, public comments or advertising of SAP or product roadmaps in obtaining subscriptions for any Cloud Service.

8.   THIRD PARTY CLAIMS

8.1.   Claims Brought Against Customer

8.1.1. SAP will defend (at its sole expense), to the extent permitted by applicable law, Customer and its Affiliates against claims brought against Customer and its Affiliates by any third party alleging that (a) Customer's and its Affiliates' use of the Cloud Service, in accordance with the terms and conditions of this Agreement, infringes or misappropriates a patent claim, copyright, or trade secret right or (b) SAP's failure to comply with laws or regulations applicable to SAP in connection with SAP's operations of its business under this Agreement (but not related to the Cloud Service itself). SAP will indemnify Customer against all damages finally awarded against Customer (or the amount of any settlement SAP enters into) with respect to those claims.

8.1.2. SAP's obligations under Section 8.1 will not apply if the claim results from:

   a)   use of the Cloud Service in conjunction with any product or service not provided by SAP;

   b)   use of the Cloud Service provided for no fee;

   c)   Customer's failure to timely notify SAP in writing of any such claim if SAP is prejudiced by Customer's failure to provide or delay in providing such notice; or

   d)   any use of the Cloud Service not permitted under the Agreement.

8.1.3. If a third party makes a claim or in SAP's reasonable opinion is likely to make such a claim, SAP may at its sole option and expense:

   a)   procure for Customer the right to continue using the Cloud Service under the terms of the Agreement; or

   b)   replace or modify the Cloud Service to be non-infringing without a material decrease in functionality.

8.1.4. If these options are not reasonably available, SAP or Customer may terminate Customer's subscription to the affected Cloud Service upon written notice to the other.

8.1.5. SAP expressly reserves the right to cease such defense of any claim(s) if the applicable Cloud Service is no longer alleged to infringe or misappropriate the third party's rights.

8.2.   Customer shall be responsible for (i) any use of the Service in violation of any applicable law or regulation; or (ii) an allegation that the Customer Data or Customer's use of the Service in violation of this Agreement violates, infringes or misappropriates the rights of a third party. The foregoing shall apply regardless of whether such damage is caused by the conduct of Customer and/or its Named Users or by the conduct of a third-arty using Customer's access credentials. Customer will defend SAP against claims brought against SAP, SAP SE, its Affiliates and subcontractors by any third party related to Customer Data. Nothing herein shall be construed to waive or limit the County's sovereign immunity or any other immunity from suit provided by law.

8.3.   Third Party Claim Procedure

All third party claims under Section 8 shall be conducted as follows:

   a)   The party against whom a third party claim is brought (the "**Named Party**") will timely notify the other party (the "**Defending Party**") in writing of any claim. The Named Party shall reasonably cooperate in the defense and may appear (at its own expense) through counsel reasonably acceptable to the Defending Party subject to Section 8.3b).

   b)   The Defending Party will have the right to fully control the defense.

   c)   Any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by the Named Party.

8.4. Exclusive Remedy

The provisions of Section 8 state the sole, exclusive, and entire liability of the parties, their Affiliates, Business Partners and subcontractors to the other party, and is the other party's sole remedy, with respect to covered third party claims and to the infringement or misappropriation of third party intellectual property rights.

9. LIMITATION OF LIABILITY

9.1. No Cap on Liability

Neither party's liability is capped for damages resulting from:

a) the parties' obligations under Section 8.1.1 and 8.2 (excluding SAP's obligation under Section 8.1.1 where the third party claim(s) relates to a Cloud Service(s) not developed by SAP);

b) death or bodily injury arising from either party's gross negligence or willful misconduct; and/or

c) Customer's unauthorized use of any Cloud Service and/or any failure by Customer to pay any fees due under the Agreement.

9.2. Liability Cap

Except as set forth in Section 9.1, the maximum aggregate liability of either party (or its respective Affiliates or SAP's subcontractors) to the other or to any other person or entity for all events (or series of connected events) arising in any twelve (12) month period will not exceed the annual subscription fess paid for the applicable Cloud Service associated with the damages for the prior twenty-four (24) month period (except for Cloud Service(s) not developed by SAP, in which case the maximum aggregate liability will not exceed the annual subscription fess paid for the applicable non-SAP developed Cloud Service(s) associated with damages for the prior twelve (12) month period. Any "12 month period" commences on the Subscription Term start date or any of its yearly anniversaries.

9.3. Exclusion of Damages

In no case will:

a) either party (or its respective Affiliates or SAP's subcontractors) be liable to the other party for any special, incidental, consequential, or indirect damages, loss of goodwill or business profits, work stoppage or for exemplary or punitive damages; and/or

b) SAP be liable for any damages caused by any Cloud Service provided for no fee.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. SAP Ownership

10.1.1. Except for any rights expressly granted to Customer under the Agreement, SAP, SAP SE, their Affiliates or licensors own all Intellectual Property Rights in and derivative works of:

the Cloud Service;

a) SAP Materials;

b) Documentation; and

c) any Professional Services, design contributions, related knowledge or processes, whether or not developed for Customer.

10.1.2. Customer shall execute such documentation and take such other steps as is reasonably necessary to secure SAP's or SAP SE's title over such rights.

10.2. Acceptable Use Policy

10.2.1. With respect to the Cloud Service, Customer will not:

    a) copy, translate, disassemble, decompile, make derivative works, or reverse engineer the Cloud Service or SAP Materials (or attempt any of the foregoing);

    b) enter, store, or transfer any content or data on or via the Cloud Service that is unlawful or infringes any

       Intellectual Property Rights;

    c) circumvent or endanger the operation or security of the Cloud Service; or

    d) remove SAP's copyright and authorship notices.

11. CONFIDENTIALITY

11.1. Use of Confidential Information

11.1.1. The receiving party shall:

    a) maintain all Confidential Information of the disclosing party in strict confidence, taking steps to protect the disclosing party's Confidential Information substantially similar to those steps that the receiving party takes to protect its own Confidential Information, which shall not be less than a reasonable standard of care;

    b) not disclose or reveal any Confidential Information of the disclosing party to any person other than its Representatives whose access is necessary to enable it to exercise its rights or perform its obligations under the Agreement and who are under obligations of confidentiality substantially similar to those in Section 11;

    c) not use or reproduce any Confidential Information of the disclosing party for any purpose outside the scope of the Agreement; and

    d) retain any and all confidential, internal, or proprietary notices or legends which appear on the original and on any reproductions.

11.1.2. Customer shall not disclose any information about the Agreement, its terms and conditions, pricing or any other related facts to any third party, except as required by law or regulation. Intentionally omitted

11.1.3. Confidential Information of either party disclosed prior to execution of the Agreement will be subject to Section 11.

11.2. Compelled Disclosure

The receiving party may disclose the disclosing party's Confidential Information to the extent required by law, regulation, court order or regulatory agency; provided, that the receiving party required to make such a disclosure uses reasonable efforts to give the disclosing party reasonable prior notice of such required disclosure (to the extent legally permitted) and provides reasonable assistance in contesting the required disclosure, at the request and cost of the disclosing party. The receiving party and its Representatives shall use commercially reasonable efforts to disclose only that portion of the Confidential Information which is legally requested to be disclosed and shall request that all Confidential Information that is so disclosed is accorded confidential treatment.

11.3. Exceptions

The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that:

    a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information;

b) has become generally known or available to the public through no act or omission by the receiving party;

c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions;

d) is lawfully acquired free of restriction by the receiving party from a third party having the right to furnish such Confidential Information; or

e) the disclosing party agrees in writing is free of confidentiality restrictions.

11.4. Destruction and Return of Confidential Information

Upon the disclosing party's request, the receiving party shall promptly destroy or return the disclosing party's Confidential Information, including copies and reproductions of it. The obligation to destroy or return Confidential Information shall not apply:

a) if legal proceedings related to the Confidential Information prohibit its return or destruction, until the proceedings are settled or a final judgment is rendered;

b) to Confidential Information held in archive or back-up systems under general systems archiving or backup policies; or

c) to Confidential Information the receiving party is legally entitled or required to retain.

12. FEEDBACK

12.1. Customer may at its sole discretion and option provide SAP with Feedback. In such instance, SAP, SAP SE and its Affiliates may in their sole discretion retain and freely use, incorporate or otherwise exploit such Feedback without restriction, compensation or attribution to the source of the Feedback.

12.2. Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of California agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

13. MISCELLANEOUS

13.1. Severability

If any provision of the Agreement is held to be wholly or in part invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.

13.2. No Waiver

A waiver of any breach of the Agreement is not deemed a waiver of any other breach.

13.3. Counterparts

The Agreement may be signed in counterparts, each of which is an original and together constitute one Agreement. Electronic signatures via Docusign or any other form as determined by SAP are deemed as original signatures. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

13.4. Trade Compliance

13.4.1. SAP and Customer shall comply with Export Laws in the performance of this Agreement. SAP Confidential Information is subject to Export Laws. Customer, its Affiliates, and Authorized Users shall not directly or

indirectly export, re-export, release, or transfer Confidential Information in violation of Export Laws. Customer is solely responsible for compliance with Export Laws related to Customer Data, including obtaining any required export authorizations for Customer Data. Customer shall not use the Cloud Service from Crimea/Sevastopol, Cuba, Iran, the People's Republic of Korea (North Korea) the so-called Luhansk Peoples Republic (LNR) and Donetsk Peoples Republic (DNR) or Syria.

13.4.2.   Upon SAP's request, Customer shall provide information and documents to support obtaining an export authorization. Upon written notice to Customer SAP may immediately terminate Customer's subscription to the affected Cloud Service if:

a)   the competent authority does not grant such export authorization within 18 months; or

b)   Export Laws prohibit SAP from providing the Cloud Service or Professional Services to Customer.

13.5. Notices

All notices will be in writing and given when delivered to the address set forth in an Order Form. Notices from SAP to Customer may be in the form of an electronic notice to Customer's authorized representative or administrator. SAP may provide notice of modifications to the Cloud Service under Section 3.4.2 via Documentation, release notes or publication. System notifications and information from SAP relating to the operation, hosting or support of the Cloud Service can also be provided within the Cloud Service, or made available via the SAP Support Portal.

13.6. Assignment

Without SAP's prior written consent, Customer may not assign, delegate or otherwise transfer the Agreement (or any of its rights or obligations) to any party. SAP may assign the Agreement to SAP SE or any of its Affiliates. If applicable by law, SAP may not assign the Agreement to an entity that is debarred, suspended, or otherwise prohibited from doing business with Customer.

13.7.   Subcontracting

SAP may subcontract parts of the Cloud Service to third parties. SAP is responsible for breaches of the Agreement caused by its subcontractors.

13.8. Relationship of the Parties

The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by the Agreement.

13.9. Force Majeure

Any delay in performance (other than for the payment of amounts due) caused by conditions beyond the reasonable control of the performing party is not a breach of the Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance.

13.10. Governing Law

The Agreement and any claims (including any non-contractual claims) arising out of or in connection with this Agreement and its subject matter will be governed by and construed under the laws of the State of California. The United Nations Convention on Contracts for the International Sale of Goods and any conflicts of law principles and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under indemnification and insurance requirements.

13.11. Internationally omitted

13.12. Intentionally omitted

13.13. Entire Agreement

The Agreement constitutes the complete and exclusive statement of the agreement between SAP and Customer in connection with the parties' business relationship related to the subject matter of the Agreement. All previous representations, discussions, and writings (including any confidentiality agreements) are merged in and superseded by the Agreement and the parties disclaim any reliance on them. The Agreement may be modified solely in writing signed by both parties, except as permitted under the Agreement. Terms and conditions of any Customer-issued purchase order shall have no force and effect, even if SAP accepts or does not otherwise reject the purchase order.

14. Insurance

During the term of the Agreement, SAP, using commercially reasonable efforts, shall maintain the following insurance policies with insurer(s) having an AM Best Rating of A- or better:

(a) commercial general liability with a limit of $1,000,000 per occurrence and in general aggregate;

(b) commercial automobile liability with a combined single limit of $1,000,000 per occurrence;

(c) workers' compensation in compliance with statutory requirements;

(d) employer's liability with limits of $1,000,000 each accident, $1,000,000 by disease each employee and $1,000,000 by disease policy limit;

(e) excess\umbrella liability with a limit of $4,000,000 per occurrence and in the aggregate with respect to coverage required in (a) and (b); and (f) technology professional liability with a limit of $5,000,000 per claim and in the aggregate covering claims arising out of errors or omissions in connection with services provided by SAP as described in the Agreement and including network security and private data risks involving unauthorized access, failure of security, transmission of malicious code, denial of service attacks, and unauthorized disclosure or misappropriation of private data.

Following execution of the Agreement and upon request of Customer, SAP shall deliver or make available for download a blanket certificate of insurance evidencing existence of the required coverage. SAP, its insurer(s) or broker(s) shall endeavor to provide Customer thirty (30) days advance written notice in event of cancellation of policies required herein. None of the requirements contained herein as to types or limits or Customer's approval of insurance coverage to be maintained by SAP are intended to, and shall not in any manner, limit, qualify or quantify the liabilities and obligations assumed by SAP under the Agreement.

SAP Cloud Application Services
Supplemental Terms and Conditions

This Supplement is part of an Agreement for SAP Cloud Services between SAP and Customer and applies only to the SAP Cloud Application Services for SAP HANA Enterprise Cloud, Advanced Edition ("HEC Advanced Edition"); RISE with SAP S/4HANA Cloud, private edition; SAP ERP, private cloud edition; RISE with SAP S/4HANA Cloud, private edition, tailored option; and SAP ERP, private cloud edition, tailored option ("CAS" or "Cloud Service") to which Customer is subscribed. Any documents referenced in this Supplement are available upon request. For the purposes of this Supplement, "Private Cloud Edition Services" shall collectively refer to RISE with SAP S/4HANA Cloud, private edition and SAP ERP, private cloud edition, and "Tailored Option Services" shall collectively refer to RISE with SAP S/4HANA Cloud, private edition, tailored option; and SAP ERP, private cloud edition, tailored option.

1.   **CLOUD SERVICE**

1.1.   The following CAS for HEC Advanced Edition, Private Cloud Edition Services, and Tailored Option Services are available: (i) SAP Cloud Application Services packages which are fixed scope packages ("CAS Package(s)"), and (ii) SAP Cloud Application Services for customer specific scope ("Customer Specific CAS"). The Usage Metric/scope for each CAS Package are set forth in Section 2 below, and the Usage Metrics/scope for Customer Specific CAS are set forth in the Order Form for HEC Advanced Edition and Tailored Option Services, and in the respective Customer Specific CAS order form for Private Cloud Edition Services.

1.2.   The services and scope for the CAS services are described in the Service Description Documentation for HEC Advanced Edition and Tailored Option Services, and in the CAS Service Description Guide for the Private Cloud Edition Services.

2.   **CAS PACKAGES**

The Usage Metric for the CAS Packages is an Entitlements Package. The scope and services included in an Entitlements Package for each of the CAS Packages are set forth below.

CAS Package	Scope for one Entitlements Package
SAP Cloud Application Services for application operations	Up to 24 Tickets/year (A Ticket is the electronic documentation of any support request addressed by Customer to SAP. Each Ticket is identified by a number at the point of time it is created. The Ticket number will be the single reference to the Customer's request.)
SAP Cloud Application Services for release version upgrades	1 system landscape
SAP Cloud Application Services for application monitoring	Up to 40 service elements
SAP Cloud Application Services for regression testing	200 transactions/units of Fiori 1 regression test cycle/year
SAP Cloud Application Services for cloud integration testing	Up to 10 integration flows prior to every update by SAP to SAP Cloud
SAP Cloud Application Services for data volume optimization	1 productive S/4HANA system
SAP Cloud Application Services for application security updates	1 productive system
SAP Cloud Application Services for SAP BTP core operations	1 BTP Global Account and 3 Subaccounts

CAS Package	Scope for one Entitlements Package
SAP Cloud Application Services for core performance management	1 productive S/4HANA or ERP system
SAP Cloud Application Services for utilities measurement concept management	1 BTP Global Account and 2 Subaccounts
SAP Cloud Application Services for core operations for SAP Cloud ALM	1 SAP Cloud ALM tenant
SAP Cloud Application Services for data quality optimization	1 productive S/4HANA system
SAP Cloud Application Services for application operations for SAP Teamcenter by Siemens	Up to 24 Tickets/year (A Ticket is the electronic documentation of any support request addressed by Customer to SAP. Each Ticket is given a number at the point of time it is created. The Ticket number will be the single reference to the Customer's request.)
SAP Cloud Application Services for SAP Fioneer technical operations	1 system landscape

3.   ADDITIONAL TERMS

3.1.   All CAS services are provided remotely and in English only.

3.2.   SAP's provision of the Cloud Services is subject to Customer's reasonable cooperation and providing necessary information, authorizations and qualified resources for such activities, and Customer's prompt performance of its responsibilities set forth in the Agreement and the Documentation.

3.3.   If SAP requires productive access in order to deliver CAS services, Customer authorizes SAP to create a temporary administrative user, with only the authorizations necessary, in the relevant client of the SAP System or relevant tenant of the SAP solution. The temporary administrative user will be auditable and identifiable within the SAP environment.

SUPPORT SCHEDULE FOR CLOUD SERVICES

This Support Schedule is part of the Agreement for Cloud Services between SAP and Customer.

1. **DEFINITIONS**

1.1. **"Go-Live"** marks the point in time from when, after set-up of the Cloud Services for Customer, the Cloud Services can be used by Customer for processing real data in live operation mode and for running Customer's internal business operations in accordance with its agreement for such Cloud Services.

1.2. **"Local Business Hours"** means 8 a.m. (08:00) to 6 p.m. (18:00) Monday to Friday excluding local holidays, in accordance with local time zone applicable to the Customer's address.

1.3. **"SAP's Customer Support Website"** means SAP's customer facing support website (see: https://support.sap.com unless a different support website is listed in the Agreement or https://support.sap.com/contactus). In selected Cloud Services, support can also be accessed via the application itself.

2. **SCOPE OF SUPPORT AND SUCCESS OFFERINGS**

2.1. General

2.1.1. SAP offers the following:

   a) SAP Enterprise Support, cloud editions: Foundational engagement support as part of the Cloud Service with focus on customer interaction and case resolution.

   b) SAP Preferred Success: An add-on to SAP Enterprise Support, cloud editions that includes strategic guidance, solution-specific best practices and success programs to help drive consumption and value realization.-

   c) SAP Enterprise Support, cloud editions is included in the subscription fees for the Cloud Services stated in the Order Form unless alternative support terms are agreed. SAP Preferred Success may be purchased for eligible Cloud Services for an additional fee, as an add-on to SAP Enterprise Support, cloud editions. SAP Preferred Success is not available, and not provided, for any third-party cloud services purchased through SAP.

2.1.2. Beginning on the effective date of Customer's agreement for Cloud Services, Customer may contact SAP's support organization as the primary point of contact for support services.

2.1.3. Customer Interaction Center languages: SAP provides initial telephone contact for Customer Contacts through the SAP one support phone number "CALL-1-SAP" (see CALL-1-SAP page: https://support.sap.com/contactus) or via other solution specific hotlines in the following languages: English (24x7) and, depending on local office hours and availability, in German, French, Italian, Spanish, Polish, Russian (during European office hours); Japanese, Chinese, Korean, Bahasa (during Asia/Pacific office hours); Portuguese and Spanish (during Latin America office hours). Issues which lead to a support case which is processed by specialized technical or third party support engineers worldwide are handled in English only.

2.2. Mission Critical Support

Feature	SAP Enterprise Support, cloud editions	SAP Preferred Success
24x7 mission critical support for P1 and P2 cases (English only)	Global case handling by SAP for issues related to support, including Service Level Agreements for Initial Response, Ongoing Communications and Corrective Action Targets (as set forth in Section 3 below).	24x7 prioritized case handling and enhanced Initial Response and Corrective Action Targets (as set forth in Section 3 below).
Non-mission critical support for P3 and P4 cases (English only)	Available during Local Business Hours(as set forth in Section 3 below).	Enhanced Initial Response Targets (as set forth in Section 3 below).

Feature	SAP Enterprise Support, cloud editions	SAP Preferred Success
24x7 Customer interaction center	Support center that customers may contact for general support related inquiries through the contact channels described in Section 2.1.3.	Delivered as part of SAP Enterprise Support, cloud editions.
Global support backbone	SAP's knowledge database and extranet where SAP makes available content and services to customers and partners of SAP only. This includes SAP's Customer Support Website.	
End-to-end supportability	Support for cases that occur in integrated business scenarios consisting of SAP Cloud Services or both SAP Cloud Services and SAP Software with a valid SAP support agreement.	

2.3.   Learning and Empowerment

Feature	SAP Enterprise Support, cloud editions	SAP Preferred Success
Remote SAP support content and services	Remote support content and services (e.g., Meet-the-Expert sessions) in various formats which may include live and recorded webinars, tutorials, best practices, self-paced learning materials and workshop-style interactive remote sessions. Content and session schedules are stated on SAP's Customer Support Website in the SAP Enterprise Support Academy section. Scheduling, availability and delivery methodology is at SAP's discretion.	Access to demo systems, live sessions with instructors, examinations and certifications specific to the Cloud Service for up to 5 Customer Contacts. SAP Preferred Success exclusive learning content related to the Cloud Service in various formats which may include live and recorded webinars, best practices, and workshop-style interactive remote sessions. Scheduling, availability and delivery methodology is at SAP's discretion.
Release update information	Generally available documented summaries, webinars and videos provided by SAP to inform and instruct customers on new product release changes. Self-service through web and community.	Release guidance specific to the Cloud Service.

2.4.   Collaboration

Feature	SAP Enterprise Support, cloud editions	SAP Preferred Success
SAP support advisory services	Access to experts who help customers with support-related requests and advise on the appropriate SAP Enterprise Support content and services for their needs.	Delivered as part of SAP Enterprise Support, cloud editions.
Support via chat	Available during business hours in English language for non-Mission Critical Support issues, where available for the Cloud Service.	

Feature	SAP Enterprise Support, cloud editions	SAP Preferred Success
Support via web and platform for social business collaboration	Access to SAP's Customer Support Website, including social media-based empowerment and collaboration, with peers and SAP experts.	Access to exclusive SAP Preferred Success collaboration platform.
Support and success reporting	SAP Enterprise Support reporting: A report or dashboard analyzing and documenting the status of support services and achievements hereunder.	Reports, dashboards, or other reporting components and capabilities regarding the overall engagement, full customer lifecycle, and productive use of the solution, including relevant feature adoption, technical and product usage and status of support services and achievements hereunder, specific to the Cloud Service.
Preferred Success resources and guidance		Access to success resources to provide guidance on onboarding, product adoption and usage, best practices and operational excellence. This may include a customer success partner as the primary contact for ongoing success management, success planning, technical guidance and mentorship, and support case oversight throughout the Customer lifecycle. Assignment of a customer success partner is at SAP's discretion.
Regular checkpoint		Periodic review of Cloud Service, success plan, critical issues, reporting and best practices. May include in-person delivery, at SAP's discretion.
Success Plan		A success plan outlines steps towards achieving key business milestones and objectives throughout the customer lifecycle. Focus topics include challenges, consumption, adoption and cycle planning.

2.5.   Innovation and Value Realization

Feature	SAP Enterprise Support, cloud editions	SAP Preferred Success
Proactive checks proposed by SAP	Support services, providing recommendations for the specific customer situation. Such services are delivered remotely upon Customer request.	Expert-led checks, providing recommendations based on SAP best practices or recommended configuration(s).
Product roadmaps	Self-service through web.	Delivered as part of SAP Enterprise Support, cloud editions.
Refresh of test instance	Self-service or request through web for initiating the refresh as offered and required by respective solution.	Access to SAP assistance with managing the refreshing of test instances up to 2 times per year, where applicable.

2.6. Application Lifecycle Management

Feature	SAP Enterprise Support, cloud editions	SAP Preferred Success
Application lifecycle management ("**ALM**")	Software or online services for application lifecycle management made available by SAP. Feature scope and availability details are set forth on SAP's Customer Support Website (see: https://support.sap.com/en/alm) and usage rights (see: https://support.sap.com/en/alm/usage-rights).	Delivered as part of SAP Enterprise Support, cloud editions.

3. CUSTOMER RESPONSE LEVELS

3.1. SAP responds to submitted support cases as described in the table below.

Priority	Definition	Response Level

P1	**Very High**
	
	A case should be categorized with the priority "**very high**" if the problem has very serious consequences for normal business processes or IT processes related to core business processes. Urgent work cannot be performed.
	
	This is generally caused by the following circumstances:
	
	   a) a productive service is completely down;
	   b) the imminent system Go-Live or upgrade of a production system cannot be completed;
	   c) the customer's core business processes are seriously affected
	
	A workaround is not available for each circumstance.
	
	The case requires immediate processing because the malfunction may cause serious losses.
		Initial Response: Within 1 hour of case submission.
		
		Ongoing Communication: Unless otherwise communicated by SAP, once every hour.
		
		Corrective Action Target: SAP to provide for cases either a resolution; or workaround; or action plan within 4 hours.

P2	**High** A case should be categorized with the priority "**high**" if normal business processes are seriously affected. Necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the SAP service that are required immediately. The case is to be processed as quickly as possible because a continuing malfunction can seriously disrupt the entire productive business flow.	Initial Response: Within 4 hours of case submission for SAP Enterprise Support, cloud edition customers and within 2 hours of case submission for SAP Preferred Success customers. Ongoing Communication: Unless otherwise communicated by SAP, once every 6 hours. Corrective Action Target: SAP to provide for cases either a resolution; or workaround; or action plan within 3 business days for SAP Preferred Success customers only.
P3	**Medium** A case should be categorized with the priority "**medium**" if normal business processes are affected. The problem is caused by incorrect or inoperable functions in the SAP service.	Initial Response: Within 1 business day of case submission for SAP Enterprise Support, cloud edition customers, and within 4 business hours of case being received for SAP Preferred Success customers. Ongoing Communication: Unless otherwise communicated by SAP, once every 3 business days

Priority	Definition	Response Level
		for non-defect Issues and 10 business days for product defect issues.
		A non-defect issue is a reported support case that does not involve a defect in the applicable Cloud Service and does not require engineering, development or operations personnel to resolve.
P4	Low A case should be categorized with the priority "low" if the problem has little or no effect on normal business processes. The problem is caused by incorrect or inoperable functions in the SAP service that are not required daily or are rarely used.	Initial Response: Within 2 business days of case submission for SAP Enterprise Support, cloud editions customers and within 1 business day of case submission for SAP Preferred Success customers. Ongoing Communication: Unless otherwise communicated by SAP, once every week.

3.2. The following types of cases are excluded from customer response levels as described above:

a) cases regarding a release, version or functionalities of Cloud Services developed specially for Customer (including those developed by SAP Custom Development or by SAP subsidiaries or individual content services);

b) the root cause behind the case is not a malfunction but missing functionality (development request);

c) the case is a consulting or how-to request.

4. CUSTOMER RESPONSIBILITIES

4.1. Customer Contact

4.1.1. Customer shall designate at least 2 and up to 5 qualified English-speaking contact persons per Cloud Service (each a "**Customer Contact**"). Customer Contacts include designated support contact, authorized support contact, key user, application administrator or system administrators whose roles within specific Cloud Services are authorized to contact or access the Customer Interaction Center, SAP Support Advisory Services and Mission Critical Support services.

4.1.2. The Customer Contact is responsible for managing all business-related tasks of the Cloud Service related to Customer's business, such as:

a) support end users and manage their cases. This includes searching for known solutions in available documentation and liaising with SAP in the event of new problems;

b) manage background jobs and the distribution of business tasks across users (if available);

c) manage and monitor connections to Customer's third-party systems (if available);

d) support the adoption of the Cloud Service.

4.2. Contact Details

Customer will provide contact details (in particular, e-mail address and telephone number) by which the Customer Contact or the authorized representative of the Customer Contact can be contacted at any time. Customer will update its Customer Contacts for a Cloud Service through SAP's Customer Support Website. Only authorized Customer Contacts may contact SAP's support organization.

4.3. Cooperation

Customer Contact shall reasonably cooperate with SAP to resolve support cases,and will have adequate technical expertise and knowledge of its configuration of the Cloud Services to provide relevant information to enable SAP to reproduce, troubleshoot and resolve the experienced error.

SERVICE LEVEL AGREEMENT FOR CLOUD SERVICES

1. DEFINITIONS

1.1. **"Credit"** means 2% of the Monthly Subscription Fees for the affected subscription-based Cloud Service or the monthly Cloud Credits (as defined in the Order Form) consumed for the affected consumption-based Cloud Service, for each 1% below the System Availability SLA, not to exceed 100% of the fees paid or Cloud Credit consumed by the Customer for the relevant Month for the affected Cloud Service.

1.2. **"Downtime"** means the Total Minutes in the Month during which the production version of the Cloud Service is not available, except for Excluded Downtimes.

1.3. **"Excluded Downtime"** means the Total Minutes in the Month attributable to a Maintenance Window; or any Major Upgrade Window for which the Customer has been notified at least 5 business days in advance; or unavailability caused by factors outside of SAP's reasonable control, such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised.

1.4. **"Maintenance Window"** means the weekly maintenance windows for the Cloud Service identified on https://support.sap.com/maintenance-windows. SAP may update the Maintenance Window from time to time in accordance with the Agreement.

1.5. **"Major Upgrade Window"** means the extended upgrade maintenance windows for the Cloud Service identified on https://support.sap.com/maintenance-windows. SAP may update the Major Upgrade Window from time to time in accordance with the Agreement.

1.6. **"Month"** means a calendar month.

1.7. **"Monthly Subscription Fees"** means the monthly (or 1/12 of the annual fee) subscription fees paid for the applicable Cloud Service which did not meet the System Availability SLA.

1.8. **"System Availability Percentage"** is calculated and defined as follows:

$$\left(\frac{\text{Total Minutes in the Month} - \text{Excluded Downtime} - \text{Downtime}}{\text{Total Minutes in the Month} - \text{Excluded Downtime}} \right) * 100$$

1.9. **"System Availability SLA"** means a 99.7% System Availability Percentage during each Month for the production version of the Cloud Service.

1.10. **"Total Minutes in the Month"** are measured 24 hours at 7 days per week during a Month.

1.11. **"UTC"** means Coordinated Universal Time standard is the start time for the applicable Maintenance Window and Major Upgrade Window.

2. SYSTEM AVAILABILITY SLA AND CREDITS

2.1. Credit

If SAP fails to meet the System Availability SLA for a particular Month, Customer may claim a Credit, which Customer may apply to a future invoice for the Cloud Service that did not meet the System Availability SLA (subject to Sections 2.1.1 and 2.1.2 below).

2.1.1. Claims for a Credit must be made in good faith and through a documented submission of a support case within 30 business days after the end of the relevant Month in which SAP did not meet the System Availability SLA for the Cloud Service.

2.1.2. Customers who have not subscribed to the Cloud Service directly from SAP must claim the Credit from their applicable SAP partner.

2.2. System Availability Report

SAP will provide Customer with a monthly report describing the System Availability Percentage for the Cloud Service either by email following a request to Customer's assigned SAP account manager; through the Cloud Service; or through an online portal made available to Customer, if and when such online portal is available.

3. CHANGES TO WINDOWS

3.1. SAP shall provide Customer 1 month's advance notice before changing its Maintenance and Major Upgrade Windows (unless such change is a reduction in the duration of the applicable Maintenance or Major Upgrade Windows). If Customer wishes to be notified of changes to Maintenance Windows and Major Upgrade Windows via email, it must subscribe to receive notifications at https://support.sap.com/maintenance-windows.

DATA PROCESSING AGREEMENT FOR CLOUD SERVICES, SAP SUPPORT AND SAP SERVICES ("DPA")

1. DEFINITIONS

1.1. **"Cloud Service"** means any distinct, hosted, supported and operated on-demand solution as set out in the Agreement.

1.2. **"Controller"** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of processing of Personal Data.

1.3. **"Data Protection Law"** means the applicable legislation protecting the fundamental rights and freedoms of natural persons and their right to privacy with regard to the processing of Personal Data under the Agreement.

1.4. **"Data Subject"** means an identified or identifiable natural person as defined by Data Protection Law.

1.5. **"EU Standard Contractual Clauses"** means the unchanged standard contractual clauses, published by the European Commission, reference 2021/914 or any subsequent final version thereof which will automatically apply.

1.6. **"GDPR"** means the General Data Protection Regulation (EU) 2016/679.

1.7. **"List of Subprocessors"** means a list of the name, address and role of each Subprocessor SAP uses to provide SAP Services.

1.8. **"My Trust Center"** means information available on the SAP support portal (see: https://support.sap.com/en/my-support/trust-center.html) or any subsequent website(s) made available by SAP to Customer.

1.9. **"Personal Data"** means any information relating to a Data Subject. For the purposes of Cloud Services, Personal Data is a sub-set of Customer Data (as defined in the Agreement).

1.10. **"Personal Data Breach"** means a confirmed breach of SAP's security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or unauthorized third-party access to Personal Data for which a Processor is required under Data Protection Law to provide notice to the Controller.

1.11. **"Processor"** means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller, be it directly as processor of a controller or indirectly as subprocessor of a processor which processes personal data on behalf of the controller.

1.12. **"Professional Services"** means implementation services, consulting services and/or other related services as set out in the Agreement and may also be referred to in the Agreement as "Consulting Services" or "Services".

1.13. **"SAP Services"** means Cloud Services, Professional Services or SAP Support as set out in the Agreement.

1.14. **"SAP Support"** means SAP support services as set out in the Agreement.

1.15. **"Subprocessor"** or **"sub-processor"** means SAP's Affiliates, SAP SE, SAP SE Affiliates and third parties engaged by SAP, SAP SE or SAP SE's Affiliates in connection with SAP Services to process Personal Data under this DPA.

1.16. **"Technical and Organizational Measures"** means the technical and organizational measures published on My Trust Center or the SAP agreements website (see: https://www.sap.com/about/trust-center/agreements.html) for the respective SAP Service.

1.17. **"Third Country"** means any country, organization or territory not acknowledged by the European Union under Article 45 of GDPR as a safe country with an adequate level of data protection.

2. BACKGROUND

2.1. Scope

2.1.1. This DPA is incorporated into and forms part of the Agreement between SAP and Customer and sets forth the terms and conditions related to the processing of Personal Data by SAP and its Subprocessors in connection with delivering SAP Services.

2.1.2. This DPA applies only to Personal Data which is processed by SAP or its Subprocessors on behalf of the Customer as part of providing SAP Services.

2.1.3. Where SAP or a Subprocessor makes available non-production environments of SAP Services, Customer shall not store Personal Data in such environments. Non-production environments are not intended for the processing and storage of Personal Data and are excluded from the scope of this DPA.

2.2. Structure

Schedules 1 and 2 are incorporated into this DPA. They set out the agreed subject-matter, the nature and purpose of the processing, the type of Personal Data, categories of Data Subjects and the applicable Technical and Organizational Measures.

2.3. Governance

2.3.1. SAP acts as a Processor under this DPA. Customer and those entities that Customer authorizes to use SAP Services under the Agreement act as a Controller or Processor. For the purposes of this DPA, where Customer acts as Processor, it does so under the instructions of its Controller(s).

2.3.2. Customer acts as a single point of contact and shall obtain any relevant authorizations, consents, instructions and permissions for the processing of Personal Data in accordance with this DPA, including, where applicable, approval to use SAP as a Processor. Where authorizations, consents, instructions and permissions are provided by Customer, these are provided not only on behalf of the Customer but also on behalf of any other Controller. Where SAP informs or gives notice to Customer, such information or notice is deemed received by those Controllers permitted by Customer to use SAP Services. Customer shall forward such information and notices to the relevant Controllers.

3. SECURITY OF PROCESSING

3.1. Technical and Organizational Measures

SAP has implemented and will apply the Technical and Organizational Measures. Customer has reviewed the appropriateness of such measures before it executes an Agreement that incorporates this DPA.

3.2. Changes

3.2.1. SAP applies the Technical and Organizational Measures to SAP's entire customer base hosted out of the same data center or receiving the same SAP Services. SAP will review and may change the Technical and Organizational Measures at any time without prior notice so long as such changes maintain an overall level of security for Personal Data that is comparable or better and is not diminished. For example, new measures may be added or individual measures may be replaced by new measures that serve the same purpose. SAP will publish such updated versions of Technical and Organizational Measures on My Trust Center and where available Customer may subscribe to receive e-mail notification of updated versions.

4. OBLIGATIONS

4.1. Instructions from Customer

SAP will process Personal Data only in accordance with documented instructions from Customer. In entering into the Agreement and by using the SAP Service, Customer instructs SAP to process Personal Data to provide and support the SAP Service as set out in the Agreement (including this DPA). SAP will use reasonable efforts to follow any other Customer instructions, as long as they are technically feasible, do not require changes to the SAP Service and are in accordance with Data Protection Law. If SAP cannot comply

with an instruction or is of the opinion that an instruction infringes Data Protection Law, SAP will notify Customer (e-mail permitted) without undue delay.

4.2.   Processing on Legal Requirement

SAP may also process Personal Data where required to do so by applicable law. In such a case, SAP shall inform Customer of that legal requirement before processing unless that law prohibits such information on important grounds of public interest.

4.3.   Personnel

To process Personal Data, SAP and its Subprocessors shall only grant access to authorized personnel who have committed themselves to confidentiality. SAP and its Subprocessors will regularly train personnel having access to Personal Data in applicable data security and data privacy measures.

4.4.   Data Subject Requests and Cooperation

4.4.1.   SAP shall provide functionality for production systems of the Cloud Service that supports Customer's ability to correct, delete or anonymize Personal Data from a Cloud Service, or restrict its processing in line with Data Protection Law. Where such functionality is not provided as part of the production systems of the Cloud Service, SAP will correct, delete or anonymize any Personal Data, or restrict its processing, in accordance with the Customer's instruction and Data Protection Law.

4.4.2.   At Customer's request, SAP will reasonably cooperate with Customer and Controllers in dealing with requests from Data Subjects or regulatory authorities regarding SAP's processing of Personal Data or any Personal Data Breach. If SAP receives a request from a Data Subject in relation to the Personal Data processed hereunder, SAP will promptly notify Customer (where the Data Subject has provided information to identify the Customer) via e-mail and shall not respond to such request itself but instead ask the Data Subject to redirect its request to Customer.

4.4.3.   In the event of a dispute with a Data Subject as it relates to SAP's processing of Personal Data under this DPA, the Parties shall keep each other informed and, where appropriate, reasonably co-operate with the aim of resolving the dispute amicably with the Data Subject.

4.5.   Personal Data Breach Notification

SAP will notify Customer without undue delay after becoming aware of any Personal Data Breach and provide reasonable information in its possession to assist Customer to meet Customer's obligations to report a Personal Data Breach as required under Data Protection Law. SAP may provide such information in phases as it becomes available. Such notification shall not be interpreted or construed as an admission of fault or liability by SAP.

4.6.   Assessments Pursuant to Data Protection Law

If, pursuant to Data Protection Law, Customer (or its Controllers) are required to perform a data protection impact (or similar) assessment or prior consultation with a regulator, at Customer's request, SAP will provide such documents as SAP makes generally available for SAP Services (for example, this DPA, the Agreement, Audit Reports and Certifications). Any additional assistance shall be mutually agreed between the Parties.

4.7.   Records of Processing

Each party is responsible for its compliance with its documentation requirements, in particular maintaining records of processing where required under Data Protection Law. Each party shall reasonably assist the other party in fulfilling its documentation requirements, including providing the necessary information in a manner reasonably requested by the other party (such as using an electronic system), in order to enable compliance with any obligations related to maintaining records of processing.

5.   DATA EXPORT AND DELETION

5.1.   Export and Retrieval

If and to the extent SAP hosts Personal Data in a Cloud Service, during the Subscription Term of such Cloud Service and subject to the Agreement, Customer may export and retrieve its Personal Data in a standard

format. Export and retrieval may be subject to technical limitations, in which case SAP and Customer will find a reasonable method to allow Customer access to Personal Data.

5.2.   Deletion

5.2.1.   Before the Subscription Term of the Cloud Service expires, Customer shall perform one final data export which constitutes a final return of Personal Data from the Cloud Service.

5.2.2.   At the end of the Agreement, Customer hereby instructs SAP to delete the Personal Data remaining with SAP (if any) within a reasonable time period in line with Data Protection Law (not to exceed 6 months), unless applicable law requires retention.

6.   CERTIFICATIONS AND AUDITS

6.1.   Customer Audit

Customer may audit SAP's compliance with the Technical and Organizational Measures relevant to Personal Data processed by SAP ("**Customer Audit**") on request only if:

(a)   SAP has not provided sufficient evidence of its compliance with the Technical and Organizational Measures through providing either (i) a certification as to compliance with ISO 27001 or other standards (scope as defined in the certificate); or (ii) where applicable, in respect of Cloud Services a valid ISAE3402 or ISAE3000 or other SOC1-3 attestation report either through its third party auditor or through My Trust Center ("**Audit Reports and Certifications**"); or

(b)   a Personal Data Breach has occurred; or

(c)   an audit is formally requested by Customer's data protection authority; or

(d)   Data Protection Law sets out a direct audit right.

6.2.   Audit Specifications

6.2.1.   Prior to initiating a request for audit, Customer shall review SAP's Audit Reports and Certifications. Customer Audits shall be performed by Customer or its independent third party auditor (reasonably acceptable to SAP and excluding any third party auditor who is either a competitor of SAP or not reasonably qualified). Customer shall provide at least 60 days advance notice of any audit unless Data Protection Law or a Customer´s data protection authority requires shorter notice.

6.2.2.   The start date, timeframe and scope of any Customer Audit shall be mutually agreed between the parties acting reasonably. Unless Data Protection Law or Customer´s data protection authority require more frequent audits, the frequency of a Customer Audit shall not exceed once every 12 months.

6.2.3.   SAP resources to support Customer Audits shall be limited to a maximum equivalent of 3 business days in relation to Cloud Services and 1 business day in relation to other SAP Services. Customer Audits shall take place during SAP's normal business hours, not disrupt SAP's normal business operations and be subject to SAP's reasonable confidentiality requirements.

6.2.4.   Customer shall provide any audit report resulting from a Customer Audit to SAP. The results of any Customer Audit shall be treated as SAP Confidential Information.

6.2.5.   Customer shall bear SAP's reasonable costs of any Customer initiated audit unless such audit reveals a material breach by SAP of this DPA, then SAP shall bear its own expenses of an audit. If an audit determines that SAP has breached its obligations under the DPA, SAP will promptly remedy the breach at its own cost.

6.3.   Audit by other Controller

Any other Controller may assume Customer's audit rights under this Section 6 only if they apply directly to the Controller and such audit is permitted and coordinated by Customer. Customer shall use all reasonable means to combine audits of other Controllers authorized to use SAP Services by the Customer to avoid multiple audits.

7. SUBPROCESSORS

7.1. Permitted Use

SAP is granted a general authorization to subcontract the processing of Personal Data to Subprocessors, provided that:

(a) SAP or SAP SE on its behalf shall engage Subprocessors under a written (including in electronic form) contract consistent with the terms of this DPA in relation to the Subprocessor's processing of Personal Data. SAP shall be liable for any breaches by the Subprocessor in accordance with the terms of the Agreement;

(b) SAP will evaluate the security, privacy and confidentiality practices of a Subprocessor prior to its selection in order to establish that it is capable of providing the level of protection of Personal Data required by this DPA; and

(c) SAP provides to Customer the List of Subprocessors by publishing it on My Trust Center or by making it available to Customer in writing (email permitted) upon Customer's written request.

7.2. New Subprocessors

SAP's use of Subprocessors is at its discretion, provided that:

(a) SAP will inform Customer in advance by email or posting on My Trust Center of any intended additions or replacements to the List of Subprocessors. Such advance notification shall be at least 30 calendar days in respect to Cloud Services and SAP Support and 5 business days in respect to Professional Services (the "**Notification Period**"). Customer shall register on My Trust Center and subscribe to its applicable and available List of Subprocessors.

(b) Customer may object to a new Subprocessor by notifying SAP in writing during the Notification Period explaining the reasonable ground(s) for its objection. SAP shall not use a new Subprocessor before the expiration of the Notification Period. If SAP does not receive any objection from Customer during the Notification Period, Customer is deemed to have accepted the new Subprocessor.

(c) If Customer objects SAP may choose: (i) not to use the Subprocessor; (ii) to take reasonable measures to remedy Customer's grounds for its objection and use the Subprocessor; or (iii) if the foregoing options are not possible, use the Subprocessor. If Customer continues to have a legitimate objection, Customer may terminate the affected SAP Service using the new Subprocessor (provided, however, termination of SAP Support for software shall also comply with the termination provision of the respective SAP Support agreement). Termination shall take effect at any time during the term of the Agreement determined by Customer in its written termination notice provided Customer accepts the use of the proposed Subprocessor until the effective termination date.

(d) If Customer objects but neither of the options under 7.2.(c) (i) or (ii) are pursued and SAP has not received notice of termination, Customer is deemed to have accepted the new Subprocessor.

(e) Any termination under this Section shall be deemed to be without fault by either party and shall be subject to the terms of the Agreement.

7.3. Emergency Replacement

Where a prompt replacement is required for security or other similar urgent reasons and the reason for the change is outside of SAP's reasonable control, a Subprocessor may be replaced without advance notice by SAP. In this case, SAP will inform Customer of the replacement Subprocessor as soon as possible following its appointment. Section 7.2 will apply accordingly.

8. INTERNATIONAL PROCESSING

8.1. Conditions for International Processing

SAP shall be entitled to process Personal Data, including by using Subprocessors, in accordance with this DPA, outside the country in which the Customer is located as permitted under Data Protection Law.

8.2.   EU Standard Contractual Clauses

Sections 8.3 to 8.4 apply where there is a transfer to a Third Country of Personal Data that is either subject to GDPR or to other Data Protection Law and where any required adequacy means under GDPR or other Data Protection Law can be met by entering into the EU Standard Contractual Clauses, as amended in accordance with Data Protection Law.

8.3.   Applicability of EU Standard Contractual Clauses Where SAP is Not Located in a Third Country

Where SAP is not located in a Third Country and acts as a data exporter, SAP (or SAP SE on its behalf) has entered into the EU Standard Contractual Clauses with each Third Country Subprocessor as the data importer. Module 3 (Processor to Processor) of the EU Standard Contractual Clauses shall apply to such transfers.

8.4.   Applicability of EU Standard Contractual Clauses where SAP is Located in a Third Country

8.4.1.   Where SAP is located in a Third Country, or a country that otherwise requires use of the EU Standard Contractual Clauses, SAP and Customer enter into the EU Standard Contractual Clauses with Customer as the data exporter and SAP as the data importer as follows:

(a)   Module 2 (Controller to Processor) shall apply where Customer is a Controller; and

(b)   Module 3 (Processor to Processor) shall apply where Customer is a Processor. Where Customer acts as Processor under Module 3 (Processor to Processor) of the EU Standard Contractual Clauses, SAP acknowledges that Customer acts as Processor under the instructions of its Controller(s).

Other Controllers or Processors whose use of SAP Services is authorized by Customer under the Agreement may also enter into the EU Standard Contractual Clauses with SAP in the same manner as Customer in accordance with Section 8.4.1 above. In such case, Customer enters into the EU Standard Contractual Clauses on behalf of other Controllers or Processors.

8.4.2.   Where Customer is located in a Third Country and is acting as a Processor under Module 2 or Module 3 of the EU Standard Contractual Clauses and SAP is acting as Customer's sub-processor, the respective data exporter shall have the following third party beneficiary right:

In the event that Customer has factually disappeared, ceased to exist in law or has become insolvent (in all cases without a successor entity that has assumed the legal obligations of the Customer by contract or by operation of law), the respective data exporter shall have the right to terminate the affected SAP Service solely to the extent that the data exporter's Personal Data is processed. In such event, the respective data exporter also instructs SAP to erase or return the Personal Data.

8.4.3.   On request from a Data Subject, Customer may make a copy of Module 2 or 3 of the EU Standard Contractual Clauses entered into between Customer and SAP (including the relevant Schedules attached hereto), available to Data Subjects.

Schedule 1 Description of the Processing

This Schedule 1 applies to the Processing of Personal Data under the Agreement and for the purposes of the EU Standard Contractual Clauses and Data Protection Law.

Where Customer and SAP enter into the EU Standard Contractual Clauses, Schedule 1 is incorporated as Annex I of the EU Standard Contractual Clauses.

1.   OPTIONAL CLAUSES OF THE EU STANDARD CONTRACTUAL CLAUSES

1.1.   The governing law of the EU Standard Contractual Clauses shall be the law of Germany and German courts shall have jurisdiction over any disputes resulting from the EU Standard Contractual Clauses.

1.2.   The optional Clause 7 and the option in Clause 11a of the EU Standard Contractual Clauses shall not apply.

1.3.   Option 2, General Written Authorization of Clause 9 of the EU Standard Contractual Clauses shall apply in accordance with the notification periods set out in Section 7 of this DPA.

2.   A. LIST OF PARTIES

2.1.   Under the EU Standard Contractual Clauses (Section 8.4 of the DPA)

2.1.1.   Module 2: Transfer Controller to Processor

Where Customer is the Controller and SAP is the Processor, then Customer is the data exporter and SAP is the data importer.

2.1.2.   Module 3: Transfer Processor to Processor

Where Customer is a Processor and SAP is a Processor, then Customer is the data exporter and SAP is the data importer.

3.   B. DESCRIPTION OF TRANSFER AND PROCESSING

3.1.   Categories of Data Subjects Whose Personal Data is Ttransferred or Processed:

Unless provided otherwise by the data exporter, Personal Data relates to the following categories of Data Subjects: employees, contractors, Business Partners or other individuals having Personal Data stored, transmitted to, made available to, accessed or otherwise processed by the data importer.

3.2.   Categories of Personal Data that are Transferred or Processed:

Customer determines the categories of data and/or data fields which could be transferred or processed per SAP Service as stated in the Agreement. For Cloud Services, Customer can configure the data fields during implementation of the Cloud Service or as otherwise provided by the Cloud Service. Personal Data typically relates to the following categories of data: name, phone numbers, e-mail address, address data, system access / usage / authorization data, company name, contract data, invoice data, plus any application-specific data transferred or entered into the SAP Service by Authorized Users and may include financial data such as bank account data, credit or debit card data.

3.3.   Special Data Categories (if agreed)

3.3.1.   The transferred Personal Data may comprise special categories of personal data set out in the Agreement ("**Sensitive Data**"). SAP has applied the Technical and Organizational Measures set out in Schedule 2 to ensure a level of security appropriate to protect Sensitive Data.

3.3.2.   Transfer of Sensitive Data may trigger the application of the following additional restrictions or safeguards if necessary to take into consideration the nature of the data and the risk of varying likelihood and severity for the rights and freedoms of natural persons (if applicable):

(a)   training of personnel;

(b)   encryption of data in transit and at rest; and

(c)   system access logging and general data access logging.

3.3.3. In addition, the Cloud Services provide measures for handling of Sensitive Data as described in the Documentation.

3.4. Purposes of Data Transfer and Further Processing; Nature of Processing

3.4.1. For Cloud Services

Personal Data is subject to the following basic Processing activities:

(a) use of Personal Data to set up, operate, monitor, provide and support the Cloud Service (including operational and technical Support);

(b) continuous improvement of Cloud Service features and functionalities provided as part of the Cloud Service including automation, transaction processing and machine learning;

(c) provision of Professional Services or Consulting Services;

(d) communication to Authorized Users;

(e) storage of Personal Data in dedicated data centers (multi-tenant architecture);

(f) release, development and upload of any fixes or upgrades to the Cloud Service;

(g) back up and restoration of Personal Data stored in the Cloud Service;

(h) computer processing of Personal Data, including data transmission, data retrieval, data access;

(i) network access to allow Personal Data transfer;

(j) monitoring, troubleshooting and administering the underlying Cloud Service infrastructure and database;

(k) security monitoring, network-based intrusion detection support, penetration testing; and

(l) execution of instructions from Customer in accordance with the Agreement.

The purpose of the transfer and processing is to provide and support the Cloud Service. SAP and its Subprocessors may support the Cloud Service data centers remotely. SAP and its Subprocessors provide support when a Customer submits a support ticket as further set out in the Agreement.

3.4.2. For SAP Support and Professional Services:

Personal Data is subject to the basic processing activities as set out in the Agreement which may include:

(a) accessing systems containing Personal Data in order to provide SAP Support and Professional Services;

(b) use of Personal Data to provide and support the SAP Service;

(c) continuous improvement of service features and functionalities provided as part of the SAP Service including automation, transaction processing and machine learning;

(d) storage of Personal Data;

(e) computer processing of Personal Data for data transmission; and

(f) execution of instructions from Customer in accordance with the Agreement.

3.4.3. For SAP Support:

SAP or its Subprocessors provide support when a Customer submits a support ticket because the software is not available or not working as expected. SAP or its Subprocessors answer phone calls, perform basic troubleshooting, and handle support tickets in a tracking system.

3.4.4. For Professional Services:

SAP or its Subprocessors provide Professional Services subject to the Agreement for Professional Services and the applicable scope document.

3.5. The purpose of the transfer is to provide and support the relevant SAP Service. SAP and its Subprocessors may provide or support the SAP Service remotely.

3.6. The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):

Personal Data will be transferred on an ongoing basis for the duration of the Agreement.

3.7.   The period for which Personal Data will be retained, or, if that is not possible, the criteria used to determine that period:

Personal Data will be retained by SAP as set out in Section 5 of the DPA.

3.8.   For transfers to (sub-) processors, also specify subject matter, nature and duration of processing:

SAP will transfer Personal Data to Subprocessors as stated in the applicable List of Subprocessors for the duration of the Agreement.

4.   C. COMPETENT SUPERVISORY AUTHORITY

4.1.   In respect of the EU Standard Contractual Clauses:

Where Customer is the data exporter under Module 2 or Module 3, the supervisory authority shall be the competent supervisory authority that has supervision over the Customer in accordance with Clause 13 of the EU Standard Contractual Clauses.

Schedule 2 Technical and Organizational Measures

The Technical and Organizational Measures (as defined in Section 1.16) are hereby incorporated by reference.

These Technical and Organizational Measures also describe the applicable technical and organizational measures for the purposes of the EU Standard Contractual Clauses and Data Protection Law. Where Customer and SAP enter into the EU Standard Contractual Clauses, Schedule 2 is incorporated as Annex II of the EU Standard Contractual Clauses.

To the extent that provisioning of SAP Service(s) involves an international transfer to which the EU Standard Contractual Clauses apply, the Technical and Organizational Measures describe the measures and safeguards that consider the nature of Personal Data and the risks involved. If local laws affect compliance with EU Standard Contractual Clauses, additional safeguards may be triggered during the transmission and processing of Personal Data in the country of destination (if applicable: encryption of data in transit, encryption of data at rest, anonymization, pseudonymization).