SAP Cloud Order Form

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.

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:	Accepted By:
SAP Public Services Inc.	San Bernardino County
(SAP)	(Customer)
Name:	Name:
Title:	Title:
Date:	Date:

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.