# GOVERNMENT - PRICE QUOTATION

## SAP GOVERNMENT AT CARAHSOFT

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
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| | |
|---|---|
| **TO:** Olga Bennett<br>Senior Information Technology Manager<br>City of San Antonio<br>515 S Frio St Ste B<br>San Antonio, TX 78207 | **FROM:** Jonathan Gutierrez<br>Carahsoft Technology Corp.<br>11493 Sunset Hills Road<br>Suite 100<br>Reston, Virginia 20190 |
| **EMAIL:** olga.bennett@sanantonio.gov | **EMAIL:** Jonathan.Gutierrez@carahsoft.com |
| **PHONE:** (210) 207-6512 | **PHONE:** (571) 662-3375    **FAX:** (703) 871-8505 |

| | |
|---|---|
| **QUOTE NO:** | 38242262 |
| **QUOTE DATE:** | 03/20/2023 |
| **QUOTE EXPIRES:** | 03/31/2024 |
| **RFQ NO:** | |
| **SHIPPING:** | ESD |
| **TOTAL PRICE:** | $1,829,290.87 |
| **TOTAL QUOTE:** | $1,829,290.87 |

| LINE NO. | PART NO. | DESCRIPTION | - | QUOTE PRICE | | QTY | EXTENDED PRICE |
|---|---|---|---|---|---|---|---|
| | | **YEAR 1** | | | | | |
| 1 | 8011736-10001-15000-611 | SAP SuccessFactors Employee Central, core HR (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8011736-10001-15000<br>Start Date: 04/01/2024<br>End Date: 03/31/2025 | | $13.5000 | GSA | 13,400 | $180,900.00 |
| 2 | 8011737-2001-5000-611 | SAP SuccessFactors Employee Central, core HR, functional use (2001-5000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8011737-2001-5000<br>Start Date: 04/01/2024<br>End Date: 03/31/2025 | | $4.4884 | GSA | 2,855 | $12,814.38 |
| 3 | 8005140C-611 | SAP SuccessFactors Employee Central Service Center, option for SAP SuccessFactors Employee Central with SAP Cloud Platform Integration (10,001 - 15,000 users)<br>SAP Industries, Inc. - 8005140C<br>Start Date: 04/01/2024<br>End Date: 03/31/2025 | | $4.44 | GSA | 16,255 | $72,172.20 |
| 4 | 8008428d-611 | SAP Work Zone for HR (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8008428d<br>Start Date: 04/01/2024<br>End Date: 03/31/2025 | | $12.9853 | GSA | 13,400 | $174,003.02 |
| 5 | 8011741-10001-15000-611 | SAP SuccessFactors Learning (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8011741-10001-15000<br>Start Date: 04/01/2024<br>End Date: 03/31/2025 | | $10.23 | GSA | 13,400 | $137,082.00 |

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| LINE NO. | PART NO. | DESCRIPTION | - | QUOTE PRICE | | QTY | EXTENDED PRICE |
|---|---|---|---|---|---|---|---|
| 6 | 8008014d-611 | SAP U.S. Benefits Administration by Benefitfocus, full benefits option (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8008014d<br>Start Date: 04/01/2024<br>End Date: 03/31/2025 | | $32.7411 | GSA | 15,025 | $491,935.03 |
| 7 | 8004944b-611 | SAP U.S. Benefits Administration by Benefitfocus, add-on for Affordable Care Act (ACA) (1,501+ users)<br>SAP Public Services Inc. - 8004944b<br>Start Date: 04/01/2024<br>End Date: 03/31/2025 | | $9.47 | GSA | 15,025 | $142,286.75 |
| 8 | 8012128-10001-15000-611 | SAP US Benefits Administration by Benefitfocus, healthcare spend insights option (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8012128-10001-15000<br>Start Date: 04/01/2024<br>End Date: 03/31/2025 | | $16.42 | GSA | 15,025 | $246,710.50 |
| 9 | 8008646-611 | SAP Cloud Platform Integration Suite for SAP SuccessFactors solutions (1 Entitlement Package per Month)<br>SAP Industries, Inc. - 8008646<br>Start Date: 04/01/2024<br>End Date: 03/31/2025 | | $22,814.74 | GSA | 1 | $22,814.74 |
| 10 | 8003509E-611 | SAP Enable Now, cloud edition (10,001-15,000 users)<br>SAP Industries, Inc. - 8003509E<br>Start Date: 04/01/2024<br>End Date: 03/31/2025 | | $17.06 | GSA | 13,400 | $228,604.00 |
| 11 | 8005457- 611 | SAP Preferred Success for SAP SuccessFactors solutions (20% of License List)<br>SAP Public Services Inc. - 8005457<br>Start Date: 04/01/2024<br>End Date: 03/31/2025 | | $119,968.25 | GSA | 1 | $119,968.25 |
| | | **YEAR 1 SUBTOTAL:** | | | | | $1,829,290.87 |
| | | **SUBTOTAL:** | | | | | $1,829,290.87 |
| | | **TOTAL PRICE:** | | | | | **$1,829,290.87** |
| | | **TOTAL QUOTE:** | | | | | **$1,829,290.87** |

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## SUGGESTED OPTIONS

| LINE NO. | PART NO. | DESCRIPTION | - | QUOTE PRICE | | QTY | EXTENDED PRICE |
|---|---|---|---|---|---|---|---|
| | | **YEAR 2** | | | | | |
| 12 | 8011736-10001-15000-611 | SAP SuccessFactors Employee Central, core HR (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8011736-10001-15000<br>Start Date: 04/01/2025<br>End Date: 03/31/2026 | | $13.5000 | GSA | 13,400 | $180,900.00 |
| 13 | 8011737-2001-5000-611 | SAP SuccessFactors Employee Central, core HR, functional use (2001-5000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8011737-2001-5000<br>Start Date: 04/01/2025<br>End Date: 03/31/2026 | | $4.4884 | GSA | 2,855 | $12,814.38 |
| 14 | 8005140C-611 | SAP SuccessFactors Employee Central Service Center, option for SAP SuccessFactors Employee Central with SAP Cloud Platform Integration (10,001 - 15,000 users)<br>SAP Industries, Inc. - 8005140C<br>Start Date: 04/01/2025<br>End Date: 03/31/2026 | | $4.44 | GSA | 16,255 | $72,172.20 |
| 15 | 8008428d-611 | SAP Work Zone for HR (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8008428d<br>Start Date: 04/01/2025<br>End Date: 03/31/2026 | | $12.9853 | GSA | 13,400 | $174,003.02 |
| 16 | 8011741-10001-15000-611 | SAP SuccessFactors Learning (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8011741-10001-15000<br>Start Date: 04/01/2025<br>End Date: 03/31/2026 | | $10.23 | GSA | 13,400 | $137,082.00 |
| 17 | 8008014d-611 | SAP U.S. Benefits Administration by Benefitfocus, full benefits option (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8008014d<br>Start Date: 04/01/2025<br>End Date: 03/31/2026 | | $32.7411 | GSA | 15,025 | $491,935.03 |
| 18 | 8004944b-611 | SAP U.S. Benefits Administration by Benefitfocus, add-on for Affordable Care Act (ACA) (1,501+ users)<br>SAP Public Services Inc. - 8004944b<br>Start Date: 04/01/2025<br>End Date: 03/31/2026 | | $9.47 | GSA | 15,025 | $142,286.75 |
| 19 | 8012128-10001-15000-611 | SAP US Benefits Administration by Benefitfocus, healthcare spend insights option (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8012128-10001-15000<br>Start Date: 04/01/2025<br>End Date: 03/31/2026 | | $16.42 | GSA | 15,025 | $246,710.50 |

# GOVERNMENT - PRICE QUOTATION

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## SUGGESTED OPTIONS

| LINE NO. | PART NO. | DESCRIPTION | - | QUOTE PRICE | | QTY | EXTENDED PRICE |
|---|---|---|---|---|---|---|---|
| 20 | 8008646-611 | SAP Cloud Platform Integration Suite for SAP SuccessFactors solutions (1 Entitlement Package per Month)<br>SAP Industries, Inc. - 8008646<br>Start Date: 04/01/2025<br>End Date: 03/31/2026 | | $22,814.74 | GSA | 1 | $22,814.74 |
| 21 | 8003509E-611 | SAP Enable Now, cloud edition (10,001-15,000 users)<br>SAP Industries, Inc. - 8003509E<br>Start Date: 04/01/2025<br>End Date: 03/31/2026 | | $17.06 | GSA | 13,400 | $228,604.00 |
| 22 | 8005457- 611 | SAP Preferred Success for SAP SuccessFactors solutions (20% of License List)<br>SAP Public Services Inc. - 8005457<br>Start Date: 04/01/2025<br>End Date: 03/31/2026 | | $119,968.25 | GSA | 1 | $119,968.25 |
| | | **YEAR 2 SUBTOTAL:** | | | | | $1,829,290.87 |
| | | **YEAR 3** | | | | | |
| 23 | 8011736-10001-15000-611 | SAP SuccessFactors Employee Central, core HR (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8011736-10001-15000<br>Start Date: 04/01/2026<br>End Date: 03/31/2027 | | $13.5000 | GSA | 13,400 | $180,900.00 |
| 24 | 8011737-2001-5000-611 | SAP SuccessFactors Employee Central, core HR, functional use (2001-5000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8011737-2001-5000<br>Start Date: 04/01/2026<br>End Date: 03/31/2027 | | $4.4884 | GSA | 2,855 | $12,814.38 |
| 25 | 8005140C-611 | SAP SuccessFactors Employee Central Service Center, option for SAP SuccessFactors Employee Central with SAP Cloud Platform Integration (10,001 - 15,000 users)<br>SAP Industries, Inc. - 8005140C<br>Start Date: 04/01/2026<br>End Date: 03/31/2027 | | $4.44 | GSA | 16,255 | $72,172.20 |
| 26 | 8008428d-611 | SAP Work Zone for HR (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8008428d<br>Start Date: 04/01/2026<br>End Date: 03/31/2027 | | $12.9853 | GSA | 13,400 | $174,003.02 |

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## SUGGESTED OPTIONS

| LINE NO. | PART NO. | DESCRIPTION | - | QUOTE PRICE | | QTY | EXTENDED PRICE |
|---|---|---|---|---|---|---|---|
| 27 | 8011741-10001-15000-611 | SAP SuccessFactors Learning (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8011741-10001-15000<br>Start Date: 04/01/2026<br>End Date: 03/31/2027 | | $10.23 | GSA | 13,400 | $137,082.00 |
| 28 | 8008014d-611 | SAP U.S. Benefits Administration by Benefitfocus, full benefits option (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8008014d<br>Start Date: 04/01/2026<br>End Date: 03/31/2027 | | $32.7411 | GSA | 15,025 | $491,935.03 |
| 29 | 8004944b-611 | SAP U.S. Benefits Administration by Benefitfocus, add-on for Affordable Care Act (ACA) (1,501+ users)<br>SAP Public Services Inc. - 8004944b<br>Start Date: 04/01/2026<br>End Date: 03/31/2027 | | $9.47 | GSA | 15,025 | $142,286.75 |
| 30 | 8012128-10001-15000-611 | SAP US Benefits Administration by Benefitfocus, healthcare spend insights option (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8012128-10001-15000<br>Start Date: 04/01/2026<br>End Date: 03/31/2027 | | $16.42 | GSA | 15,025 | $246,710.50 |
| 31 | 8008646-611 | SAP Cloud Platform Integration Suite for SAP SuccessFactors solutions (1 Entitlement Package per Month)<br>SAP Industries, Inc. - 8008646<br>Start Date: 04/01/2026<br>End Date: 03/31/2027 | | $22,814.74 | GSA | 1 | $22,814.74 |
| 32 | 8003509E-611 | SAP Enable Now, cloud edition (10,001-15,000 users)<br>SAP Industries, Inc. - 8003509E<br>Start Date: 04/01/2026<br>End Date: 03/31/2027 | | $17.06 | GSA | 13,400 | $228,604.00 |
| 33 | 8005457- 611 | SAP Preferred Success for SAP SuccessFactors solutions (20% of License List)<br>SAP Public Services Inc. - 8005457<br>Start Date: 04/01/2026<br>End Date: 03/31/2027 | | $119,968.25 | GSA | 1 | $119,968.25 |
| | | **YEAR 3 SUBTOTAL:** | | | | | $1,829,290.87 |

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## SUGGESTED OPTIONS

| LINE NO. | PART NO. | DESCRIPTION | - | QUOTE PRICE | | QTY | EXTENDED PRICE |
|---|---|---|---|---|---|---|---|
| | | **YEAR 4** | | | | | |
| 34 | 8011736-10001-15000-611 | SAP SuccessFactors Employee Central, core HR (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8011736-10001-15000<br>Start Date: 04/01/2027<br>End Date: 03/31/2028 | | $13.5000 | GSA | 13,400 | $180,900.00 |
| 35 | 8011737-2001-5000-611 | SAP SuccessFactors Employee Central, core HR, functional use (2001-5000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8011737-2001-5000<br>Start Date: 04/01/2027<br>End Date: 03/31/2028 | | $4.4884 | GSA | 2,855 | $12,814.38 |
| 36 | 8005140C-611 | SAP SuccessFactors Employee Central Service Center, option for SAP SuccessFactors Employee Central with SAP Cloud Platform Integration (10,001 - 15,000 users)<br>SAP Industries, Inc. - 8005140C<br>Start Date: 04/01/2027<br>End Date: 03/31/2028 | | $4.44 | GSA | 16,255 | $72,172.20 |
| 37 | 8008428d-611 | SAP Work Zone for HR (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8008428d<br>Start Date: 04/01/2027<br>End Date: 03/31/2028 | | $12.9853 | GSA | 13,400 | $174,003.02 |
| 38 | 8011741-10001-15000-611 | SAP SuccessFactors Learning (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8011741-10001-15000<br>Start Date: 04/01/2027<br>End Date: 03/31/2028 | | $10.23 | GSA | 13,400 | $137,082.00 |
| 39 | 8008014d-611 | SAP U.S. Benefits Administration by Benefitfocus, full benefits option (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8008014d<br>Start Date: 04/01/2027<br>End Date: 03/31/2028 | | $32.7411 | GSA | 15,025 | $491,935.03 |
| 40 | 8004944b-611 | SAP U.S. Benefits Administration by Benefitfocus, add-on for Affordable Care Act (ACA) (1,501+ users)<br>SAP Public Services Inc. - 8004944b<br>Start Date: 04/01/2027<br>End Date: 03/31/2028 | | $9.47 | GSA | 15,025 | $142,286.75 |
| 41 | 8012128-10001-15000-611 | SAP US Benefits Administration by Benefitfocus, healthcare spend insights option (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8012128-10001-15000<br>Start Date: 04/01/2027<br>End Date: 03/31/2028 | | $16.42 | GSA | 15,025 | $246,710.50 |

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## SUGGESTED OPTIONS

| LINE NO. | PART NO. | DESCRIPTION | - | QUOTE PRICE | | QTY | EXTENDED PRICE |
|---|---|---|---|---|---|---|---|
| 42 | 8008646-611 | SAP Cloud Platform Integration Suite for SAP SuccessFactors solutions (1 Entitlement Package per Month)<br>SAP Industries, Inc. - 8008646<br>Start Date: 04/01/2027<br>End Date: 03/31/2028 | | $22,814.74 | GSA | 1 | $22,814.74 |
| 43 | 8003509E-611 | SAP Enable Now, cloud edition (10,001-15,000 users)<br>SAP Industries, Inc. - 8003509E<br>Start Date: 04/01/2027<br>End Date: 03/31/2028 | | $17.06 | GSA | 13,400 | $228,604.00 |
| 44 | 8005457- 611 | SAP Preferred Success for SAP SuccessFactors solutions (20% of License List)<br>SAP Public Services Inc. - 8005457<br>Start Date: 04/01/2027<br>End Date: 03/31/2028 | | $119,968.25 | GSA | 1 | $119,968.25 |
| | | **YEAR 4 SUBTOTAL:** | | | | | $1,829,290.87 |
| | | **YEAR 5** | | | | | |
| 45 | 8011736-10001-15000-611 | SAP SuccessFactors Employee Central, core HR (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8011736-10001-15000<br>Start Date: 04/01/2028<br>End Date: 03/31/2029 | | $13.5000 | GSA | 13,400 | $180,900.00 |
| 46 | 8011737-2001-5000-611 | SAP SuccessFactors Employee Central, core HR, functional use (2001-5000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8011737-2001-5000<br>Start Date: 04/01/2028<br>End Date: 03/31/2029 | | $4.4884 | GSA | 2,855 | $12,814.38 |
| 47 | 8005140C-611 | SAP SuccessFactors Employee Central Service Center, option for SAP SuccessFactors Employee Central with SAP Cloud Platform Integration (10,001 - 15,000 users)<br>SAP Industries, Inc. - 8005140C<br>Start Date: 04/01/2028<br>End Date: 03/31/2029 | | $4.44 | GSA | 16,255 | $72,172.20 |
| 48 | 8008428d-611 | SAP Work Zone for HR (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8008428d<br>Start Date: 04/01/2028<br>End Date: 03/31/2029 | | $12.9853 | GSA | 13,400 | $174,003.02 |

## SUGGESTED OPTIONS

| LINE NO. | PART NO. | DESCRIPTION | - | QUOTE PRICE | | QTY | EXTENDED PRICE |
|---|---|---|---|---|---|---|---|
| 49 | 8011741-10001-15000-611 | SAP SuccessFactors Learning (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8011741-10001-15000<br>Start Date: 04/01/2028<br>End Date: 03/31/2029 | | $10.23 | GSA | 13,400 | $137,082.00 |
| 50 | 8008014d-611 | SAP U.S. Benefits Administration by Benefitfocus, full benefits option (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8008014d<br>Start Date: 04/01/2028<br>End Date: 03/31/2029 | | $32.7411 | GSA | 15,025 | $491,935.03 |
| 51 | 8004944b-611 | SAP U.S. Benefits Administration by Benefitfocus, add-on for Affordable Care Act (ACA) (1,501+ users)<br>SAP Public Services Inc. - 8004944b<br>Start Date: 04/01/2028<br>End Date: 03/31/2029 | | $9.47 | GSA | 15,025 | $142,286.75 |
| 52 | 8012128-10001-15000-611 | SAP US Benefits Administration by Benefitfocus, healthcare spend insights option (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8012128-10001-15000<br>Start Date: 04/01/2028<br>End Date: 03/31/2029 | | $16.42 | GSA | 15,025 | $246,710.50 |
| 53 | 8008646-611 | SAP Cloud Platform Integration Suite for SAP SuccessFactors solutions (1 Entitlement Package per Month)<br>SAP Industries, Inc. - 8008646<br>Start Date: 04/01/2028<br>End Date: 03/31/2029 | | $22,814.74 | GSA | 1 | $22,814.74 |
| 54 | 8003509E-611 | SAP Enable Now, cloud edition (10,001-15,000 users)<br>SAP Industries, Inc. - 8003509E<br>Start Date: 04/01/2028<br>End Date: 03/31/2029 | | $17.06 | GSA | 13,400 | $228,604.00 |
| 55 | 8005457- 611 | SAP Preferred Success for SAP SuccessFactors solutions (20% of License List)<br>SAP Public Services Inc. - 8005457<br>Start Date: 04/01/2028<br>End Date: 03/31/2029 | | $119,968.25 | GSA | 1 | $119,968.25 |
| | | **YEAR 5 SUBTOTAL:** | | | | | $1,829,290.87 |

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## SUGGESTED OPTIONS

| LINE NO. | PART NO. | DESCRIPTION | - | QUOTE PRICE | | QTY | EXTENDED PRICE |
|---|---|---|---|---|---|---|---|
| | | **YEAR 6** | | | | | |
| 56 | 8011736-10001-15000-611 | SAP SuccessFactors Employee Central, core HR (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8011736-10001-15000<br>Start Date: 04/01/2029<br>End Date: 03/31/2030 | | $13.5000 | GSA | 13,400 | $180,900.00 |
| 57 | 8011737-2001-5000-611 | SAP SuccessFactors Employee Central, core HR, functional use (2001-5000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8011737-2001-5000<br>Start Date: 04/01/2029<br>End Date: 03/31/2030 | | $4.4884 | GSA | 2,855 | $12,814.38 |
| 58 | 8005140C-611 | SAP SuccessFactors Employee Central Service Center, option for SAP SuccessFactors Employee Central with SAP Cloud Platform Integration (10,001 - 15,000 users)<br>SAP Industries, Inc. - 8005140C<br>Start Date: 04/01/2029<br>End Date: 03/31/2030 | | $4.44 | GSA | 16,255 | $72,172.20 |
| 59 | 8008428d-611 | SAP Work Zone for HR (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8008428d<br>Start Date: 04/01/2029<br>End Date: 03/31/2030 | | $12.9853 | GSA | 13,400 | $174,003.02 |
| 60 | 8011741-10001-15000-611 | SAP SuccessFactors Learning (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8011741-10001-15000<br>Start Date: 04/01/2029<br>End Date: 03/31/2030 | | $10.23 | GSA | 13,400 | $137,082.00 |
| 61 | 8008014d-611 | SAP U.S. Benefits Administration by Benefitfocus, full benefits option (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8008014d<br>Start Date: 04/01/2029<br>End Date: 03/31/2030 | | $32.7411 | GSA | 15,025 | $491,935.03 |
| 62 | 8004944b-611 | SAP U.S. Benefits Administration by Benefitfocus, add-on for Affordable Care Act (ACA) (1,501+ users)<br>SAP Public Services Inc. - 8004944b<br>Start Date: 04/01/2029<br>End Date: 03/31/2030 | | $9.47 | GSA | 15,025 | $142,286.75 |
| 63 | 8012128-10001-15000-611 | SAP US Benefits Administration by Benefitfocus, healthcare spend insights option (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8012128-10001-15000<br>Start Date: 04/01/2029<br>End Date: 03/31/2030 | | $16.42 | GSA | 15,025 | $246,710.50 |

QUOTE DATE: 03/20/2023
QUOTE NO: 38242262

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## SAP GOVERNMENT AT CARAHSOFT

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SAP@CARAHSOFT.COM

## SUGGESTED OPTIONS

| LINE NO. | PART NO. | DESCRIPTION | - | QUOTE PRICE | | QTY | EXTENDED PRICE |
|---|---|---|---|---|---|---|---|
| 64 | 8008646-611 | SAP Cloud Platform Integration Suite for SAP SuccessFactors solutions (1 Entitlement Package per Month)<br>SAP Industries, Inc. - 8008646<br>Start Date: 04/01/2029<br>End Date: 03/31/2030 | | $22,814.74 | GSA | 1 | $22,814.74 |
| 65 | 8003509E-611 | SAP Enable Now, cloud edition (10,001-15,000 users)<br>SAP Industries, Inc. - 8003509E<br>Start Date: 04/01/2029<br>End Date: 03/31/2030 | | $17.06 | GSA | 13,400 | $228,604.00 |
| 66 | 8005457- 611 | SAP Preferred Success for SAP SuccessFactors solutions (20% of License List)<br>SAP Public Services Inc. - 8005457<br>Start Date: 04/01/2029<br>End Date: 03/31/2030 | | $119,968.25 | GSA | 1 | $119,968.25 |
| | | **YEAR 6 SUBTOTAL:** | | | | | $1,829,290.87 |
| | | **YEAR 7** | | | | | |
| 67 | 8011736-10001-15000-611 | SAP SuccessFactors Employee Central, core HR (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8011736-10001-15000<br>Start Date: 04/01/2030<br>End Date: 03/31/2031 | | $13.5000 | GSA | 13,400 | $180,900.00 |
| 68 | 8011737-2001-5000-611 | SAP SuccessFactors Employee Central, core HR, functional use (2001-5000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8011737-2001-5000<br>Start Date: 04/01/2030<br>End Date: 03/31/2031 | | $4.4884 | GSA | 2,855 | $12,814.38 |
| 69 | 8005140C-611 | SAP SuccessFactors Employee Central Service Center, option for SAP SuccessFactors Employee Central with SAP Cloud Platform Integration (10,001 - 15,000 users)<br>SAP Industries, Inc. - 8005140C<br>Start Date: 04/01/2030<br>End Date: 03/31/2031 | | $4.44 | GSA | 16,255 | $72,172.20 |
| 70 | 8008428d-611 | SAP Work Zone for HR (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8008428d<br>Start Date: 04/01/2030<br>End Date: 03/31/2031 | | $12.9853 | GSA | 13,400 | $174,003.02 |

QUOTE DATE: 03/20/2023
QUOTE NO: 38242262

# GOVERNMENT - PRICE QUOTATION

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## SUGGESTED OPTIONS

| LINE NO. | PART NO. | DESCRIPTION | - | QUOTE PRICE | | QTY | EXTENDED PRICE |
|---|---|---|---|---|---|---|---|
| 71 | 8011741-10001-15000-611 | SAP SuccessFactors Learning (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8011741-10001-15000<br>Start Date: 04/01/2030<br>End Date: 03/31/2031 | | $10.23 | GSA | 13,400 | $137,082.00 |
| 72 | 8008014d-611 | SAP U.S. Benefits Administration by Benefitfocus, full benefits option (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8008014d<br>Start Date: 04/01/2030<br>End Date: 03/31/2031 | | $32.7411 | GSA | 15,025 | $491,935.03 |
| 73 | 8004944b-611 | SAP U.S. Benefits Administration by Benefitfocus, add-on for Affordable Care Act (ACA) (1,501+ users)<br>SAP Public Services Inc. - 8004944b<br>Start Date: 04/01/2030<br>End Date: 03/31/2031 | | $9.47 | GSA | 15,025 | $142,286.75 |
| 74 | 8012128-10001-15000-611 | SAP US Benefits Administration by Benefitfocus, healthcare spend insights option (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8012128-10001-15000<br>Start Date: 04/01/2030<br>End Date: 03/31/2031 | | $16.42 | GSA | 15,025 | $246,710.50 |
| 75 | 8008646-611 | SAP Cloud Platform Integration Suite for SAP SuccessFactors solutions (1 Entitlement Package per Month)<br>SAP Industries, Inc. - 8008646<br>Start Date: 04/01/2030<br>End Date: 03/31/2031 | | $22,814.74 | GSA | 1 | $22,814.74 |
| 76 | 8003509E-611 | SAP Enable Now, cloud edition (10,001-15,000 users)<br>SAP Industries, Inc. - 8003509E<br>Start Date: 04/01/2030<br>End Date: 03/31/2031 | | $17.06 | GSA | 13,400 | $228,604.00 |
| 77 | 8005457- 611 | SAP Preferred Success for SAP SuccessFactors solutions (20% of License List)<br>SAP Public Services Inc. - 8005457<br>Start Date: 04/01/2030<br>End Date: 03/31/2031 | | $119,968.25 | GSA | 1 | $119,968.25 |

| | | YEAR 7 SUBTOTAL: | | | | | $1,829,290.87 |
|---|---|---|---|---|---|---|---|

QUOTE DATE: 03/20/2023
QUOTE NO: 38242262

# GOVERNMENT - PRICE QUOTATION

## SAP GOVERNMENT AT CARAHSOFT

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## SUGGESTED OPTIONS

| LINE NO. | PART NO. | DESCRIPTION | - | QUOTE PRICE | | QTY | EXTENDED PRICE |
|---|---|---|---|---|---|---|---|
| | | **OPTION YEAR 8** | | | | | |
| 78 | 8011736-10001-15000-611 | SAP SuccessFactors Employee Central, core HR (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8011736-10001-15000<br>Start Date: 04/01/2031<br>End Date: 03/31/2032 | | $13.9456 | GSA | 13,400 | $186,871.04 |
| 79 | 8011737-2001-5000-611 | SAP SuccessFactors Employee Central, core HR, functional use (2001-5000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8011737-2001-5000<br>Start Date: 04/01/2031<br>End Date: 03/31/2032 | | $4.6366 | GSA | 2,855 | $13,237.49 |
| 80 | 8005140C-611 | SAP SuccessFactors Employee Central Service Center, option for SAP SuccessFactors Employee Central with SAP Cloud Platform Integration (10,001 - 15,000 users)<br>SAP Industries, Inc. - 8005140C<br>Start Date: 04/01/2031<br>End Date: 03/31/2032 | | $4.5887 | GSA | 16,255 | $74,589.32 |
| 81 | 8008428d-611 | SAP Work Zone for HR (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8008428d<br>Start Date: 04/01/2031<br>End Date: 03/31/2032 | | $13.4138 | GSA | 13,400 | $179,744.92 |
| 82 | 8011741-10001-15000-611 | SAP SuccessFactors Learning (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8011741-10001-15000<br>Start Date: 04/01/2031<br>End Date: 03/31/2032 | | $10.5693 | GSA | 13,400 | $141,628.62 |
| 83 | 8008014d-611 | SAP U.S. Benefits Administration by Benefitfocus, full benefits option (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8008014d<br>Start Date: 04/01/2031<br>End Date: 03/31/2032 | | $33.8215 | GSA | 15,025 | $508,168.04 |
| 84 | 8004944b-611 | SAP U.S. Benefits Administration by Benefitfocus, add-on for Affordable Care Act (ACA) (1,501+ users)<br>SAP Public Services Inc. - 8004944b<br>Start Date: 04/01/2031<br>End Date: 03/31/2032 | | $9.7863 | GSA | 15,025 | $147,039.16 |
| 85 | 8012128-10001-15000-611 | SAP US Benefits Administration by Benefitfocus, healthcare spend insights option (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8012128-10001-15000<br>Start Date: 04/01/2031<br>End Date: 03/31/2032 | | $16.9629 | GSA | 15,025 | $254,867.57 |

QUOTE DATE: 03/20/2023
QUOTE NO: 38242262

# GOVERNMENT - PRICE QUOTATION

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## SUGGESTED OPTIONS

| LINE NO. | PART NO. | DESCRIPTION | - | QUOTE PRICE | | QTY | EXTENDED PRICE |
|---|---|---|---|---|---|---|---|
| 86 | 8008646-611 | SAP Cloud Platform Integration Suite for SAP SuccessFactors solutions (1 Entitlement Package per Month)<br>SAP Industries, Inc. - 8008646<br>Start Date: 04/01/2031<br>End Date: 03/31/2032 | | $23,567.6232 | GSA | 1 | $23,567.62 |
| 87 | 8003509E-611 | SAP Enable Now, cloud edition (10,001-15,000 users)<br>SAP Industries, Inc. - 8003509E<br>Start Date: 04/01/2031<br>End Date: 03/31/2032 | | $17.6263 | GSA | 13,400 | $236,192.42 |
| 88 | 8005457- 611 | SAP Preferred Success for SAP SuccessFactors solutions (20% of License List)<br>SAP Public Services Inc. - 8005457<br>Start Date: 04/01/2031<br>End Date: 03/31/2032 | | $123,927.2053 | GSA | 1 | $123,927.21 |
| | | **OPTION YEAR 8 SUBTOTAL:** | | | | | $1,889,833.41 |
| | | **OPTION YEAR 9** | | | | | |
| 89 | 8011736-10001-15000-611 | SAP SuccessFactors Employee Central, core HR (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8011736-10001-15000<br>Start Date: 04/01/2032<br>End Date: 03/31/2033 | | $14.4057 | GSA | 13,400 | $193,036.38 |
| 90 | 8011737-2001-5000-611 | SAP SuccessFactors Employee Central, core HR, functional use (2001-5000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8011737-2001-5000<br>Start Date: 04/01/2032<br>End Date: 03/31/2033 | | $4.7896 | GSA | 2,855 | $13,674.31 |
| 91 | 8005140C-611 | SAP SuccessFactors Employee Central Service Center, option for SAP SuccessFactors Employee Central with SAP Cloud Platform Integration (10,001 - 15,000 users)<br>SAP Industries, Inc. - 8005140C<br>Start Date: 04/01/2032<br>End Date: 03/31/2033 | | $4.7402 | GSA | 16,255 | $77,051.95 |
| 92 | 8008428d-611 | SAP Work Zone for HR (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8008428d<br>Start Date: 04/01/2032<br>End Date: 03/31/2033 | | $13.8564 | GSA | 13,400 | $185,675.76 |

# GOVERNMENT - PRICE QUOTATION

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## SUGGESTED OPTIONS

| LINE NO. | PART NO. | DESCRIPTION | - | QUOTE PRICE | | QTY | EXTENDED PRICE |
|---|---|---|---|---|---|---|---|
| 93 | 8011741-10001-15000-611 | SAP SuccessFactors Learning (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8011741-10001-15000<br>Start Date: 04/01/2032<br>End Date: 03/31/2033 | | $10.9180 | GSA | 13,400 | $146,301.20 |
| 94 | 8008014d-611 | SAP U.S. Benefits Administration by Benefitfocus, full benefits option (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8008014d<br>Start Date: 04/01/2032<br>End Date: 03/31/2033 | | $34.9376 | GSA | 15,025 | $524,937.44 |
| 95 | 8004944b-611 | SAP U.S. Benefits Administration by Benefitfocus, add-on for Affordable Care Act (ACA) (1,501+ users)<br>SAP Public Services Inc. - 8004944b<br>Start Date: 04/01/2032<br>End Date: 03/31/2033 | | $10.1093 | GSA | 15,025 | $151,892.23 |
| 96 | 8012128-10001-15000-611 | SAP US Benefits Administration by Benefitfocus, healthcare spend insights option (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8012128-10001-15000<br>Start Date: 04/01/2032<br>End Date: 03/31/2033 | | $17.5227 | GSA | 15,025 | $263,278.57 |
| 97 | 8008646-611 | SAP Cloud Platform Integration Suite for SAP SuccessFactors solutions (1 Entitlement Package per Month)<br>SAP Industries, Inc. - 8008646<br>Start Date: 04/01/2032<br>End Date: 03/31/2033 | | $24,345.3579 | GSA | 1 | $24,345.36 |
| 98 | 8003509E-611 | SAP Enable Now, cloud edition (10,001-15,000 users)<br>SAP Industries, Inc. - 8003509E<br>Start Date: 04/01/2032<br>End Date: 03/31/2033 | | $18.2079 | GSA | 13,400 | $243,985.86 |
| 99 | 8005457- 611 | SAP Preferred Success for SAP SuccessFactors solutions (20% of License List)<br>SAP Public Services Inc. - 8005457<br>Start Date: 04/01/2032<br>End Date: 03/31/2033 | | $128,016.8421 | GSA | 1 | $128,016.84 |

| | | | | | | OPTION YEAR 9 SUBTOTAL: | $1,952,195.90 |
|---|---|---|---|---|---|---|---|

## SUGGESTED OPTIONS

| LINE NO. | PART NO. | DESCRIPTION | - | QUOTE PRICE | | QTY | EXTENDED PRICE |
|---|---|---|---|---|---|---|---|
| | | **OPTION YEAR 10** | | | | | |
| 100 | 8011736-10001-15000-611 | SAP SuccessFactors Employee Central, core HR (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8011736-10001-15000<br>Start Date: 04/01/2033<br>End Date: 03/31/2034 | | $14.8812 | GSA | 13,400 | $199,408.08 |
| 101 | 8011737-2001-5000-611 | SAP SuccessFactors Employee Central, core HR, functional use (2001-5000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8011737-2001-5000<br>Start Date: 04/01/2033<br>End Date: 03/31/2034 | | $4.9477 | GSA | 2,855 | $14,125.68 |
| 102 | 8005140C-611 | SAP SuccessFactors Employee Central Service Center, option for SAP SuccessFactors Employee Central with SAP Cloud Platform Integration (10,001 - 15,000 users)<br>SAP Industries, Inc. - 8005140C<br>Start Date: 04/01/2033<br>End Date: 03/31/2034 | | $4.8965 | GSA | 16,255 | $79,592.61 |
| 103 | 8008428d-611 | SAP Work Zone for HR (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8008428d<br>Start Date: 04/01/2033<br>End Date: 03/31/2034 | | $14.3137 | GSA | 13,400 | $191,803.58 |
| 104 | 8011741-10001-15000-611 | SAP SuccessFactors Learning (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8011741-10001-15000<br>Start Date: 04/01/2033<br>End Date: 03/31/2034 | | $11.2783 | GSA | 13,400 | $151,129.22 |
| 105 | 8008014d-611 | SAP U.S. Benefits Administration by Benefitfocus, full benefits option (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8008014d<br>Start Date: 04/01/2033<br>End Date: 03/31/2034 | | $36.0905 | GSA | 15,025 | $542,259.76 |
| 106 | 8004944b-611 | SAP U.S. Benefits Administration by Benefitfocus, add-on for Affordable Care Act (ACA) (1,501+ users)<br>SAP Public Services Inc. - 8004944b<br>Start Date: 04/01/2033<br>End Date: 03/31/2034 | | $10.4428 | GSA | 15,025 | $156,903.07 |
| 107 | 8012128-10001-15000-611 | SAP US Benefits Administration by Benefitfocus, healthcare spend insights option (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8012128-10001-15000<br>Start Date: 04/01/2033<br>End Date: 03/31/2034 | | $18.1011 | GSA | 15,025 | $271,969.03 |

QUOTE DATE: 03/20/2023
QUOTE NO: 38242262

## SUGGESTED OPTIONS

| LINE NO. | PART NO. | DESCRIPTION | - | QUOTE PRICE | | QTY | EXTENDED PRICE |
|---|---|---|---|---|---|---|---|
| 108 | 8008646-611 | SAP Cloud Platform Integration Suite for SAP SuccessFactors solutions (1 Entitlement Package per Month)<br>SAP Industries, Inc. - 8008646<br>Start Date: 04/01/2033<br>End Date: 03/31/2034 | | $25,148.7474 | GSA | 1 | $25,148.75 |
| 109 | 8003509E-611 | SAP Enable Now, cloud edition (10,001-15,000 users)<br>SAP Industries, Inc. - 8003509E<br>Start Date: 04/01/2033<br>End Date: 03/31/2034 | | $18.8087 | GSA | 13,400 | $252,036.58 |
| 110 | 8005457- 611 | SAP Preferred Success for SAP SuccessFactors solutions (20% of License List)<br>SAP Public Services Inc. - 8005457<br>Start Date: 04/01/2033<br>End Date: 03/31/2034 | | $132,241.3684 | GSA | 1 | $132,241.37 |
| | | **OPTION YEAR 10 SUBTOTAL:** | | | | | $2,016,617.73 |
| | | **OPTION YEAR 11** | | | | | |
| 111 | 8011736-10001-15000-611 | SAP SuccessFactors Employee Central, core HR (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8011736-10001-15000<br>Start Date: 04/01/2034<br>End Date: 03/31/2035 | | $15.3722 | GSA | 13,400 | $205,987.48 |
| 112 | 8011737-2001-5000-611 | SAP SuccessFactors Employee Central, core HR, functional use (2001-5000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8011737-2001-5000<br>Start Date: 04/01/2034<br>End Date: 03/31/2035 | | $5.1108 | GSA | 2,855 | $14,591.33 |
| 113 | 8005140C-611 | SAP SuccessFactors Employee Central Service Center, option for SAP SuccessFactors Employee Central with SAP Cloud Platform Integration (10,001 - 15,000 users)<br>SAP Industries, Inc. - 8005140C<br>Start Date: 04/01/2034<br>End Date: 03/31/2035 | | $5.0581 | GSA | 16,255 | $82,219.42 |
| 114 | 8008428d-611 | SAP Work Zone for HR (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8008428d<br>Start Date: 04/01/2034<br>End Date: 03/31/2035 | | $14.7861 | GSA | 13,400 | $198,133.74 |

QUOTE DATE: 03/20/2023
QUOTE NO: 38242262

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## SUGGESTED OPTIONS

| LINE NO. | PART NO. | DESCRIPTION | - | QUOTE PRICE | | QTY | EXTENDED PRICE |
|---|---|---|---|---|---|---|---|
| 115 | 8011741-10001-15000-611 | SAP SuccessFactors Learning (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8011741-10001-15000<br>Start Date: 04/01/2034<br>End Date: 03/31/2035 | | $11.6505 | GSA | 13,400 | $156,116.70 |
| 116 | 8008014d-611 | SAP U.S. Benefits Administration by Benefitfocus, full benefits option (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8008014d<br>Start Date: 04/01/2034<br>End Date: 03/31/2035 | | $37.2816 | GSA | 15,025 | $560,156.04 |
| 117 | 8004944b-611 | SAP U.S. Benefits Administration by Benefitfocus, add-on for Affordable Care Act (ACA) (1,501+ users)<br>SAP Public Services Inc. - 8004944b<br>Start Date: 04/01/2034<br>End Date: 03/31/2035 | | $10.7875 | GSA | 15,025 | $162,082.19 |
| 118 | 8012128-10001-15000-611 | SAP US Benefits Administration by Benefitfocus, healthcare spend insights option (10001-15000 Tier; Block of 1 Users; Per Year)<br>SAP Industries, Inc. - 8012128-10001-15000<br>Start Date: 04/01/2034<br>End Date: 03/31/2035 | | $18.6983 | GSA | 15,025 | $280,941.96 |
| 119 | 8008646-611 | SAP Cloud Platform Integration Suite for SAP SuccessFactors solutions (1 Entitlement Package per Month)<br>SAP Industries, Inc. - 8008646<br>Start Date: 04/01/2034<br>End Date: 03/31/2035 | | $25,978.6632 | GSA | 1 | $25,978.66 |
| 120 | 8003509E-611 | SAP Enable Now, cloud edition (10,001-15,000 users)<br>SAP Industries, Inc. - 8003509E<br>Start Date: 04/01/2034<br>End Date: 03/31/2035 | | $19.4295 | GSA | 13,400 | $260,355.30 |
| 121 | 8005457- 611 | SAP Preferred Success for SAP SuccessFactors solutions (20% of License List)<br>SAP Public Services Inc. - 8005457<br>Start Date: 04/01/2034<br>End Date: 03/31/2035 | | $136,605.3684 | GSA | 1 | $136,605.37 |

| | | |
|---|---|---|
| **OPTION YEAR 11 SUBTOTAL:** | | $2,083,168.19 |
| **SUGGESTED SUBTOTAL:** | | $20,746,851.32 |

QUOTE DATE: 03/20/2023
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**Quote Notes:**

City Of San Antonio must reference Carahsoft Quote Number 38242262 and GSA MAS : 47QSWA18D008F on any resulting purchase order.

City Of San Antonio's access to and use of the SAP Cloud Services, and SAP's obligations thereto, are subject to the following, which are collectively referred to as the "Customer Cloud Agreement", and which are given priority in the order listed:

**1) Cloud Services Supplement (will vary based on solution) http://www.sap.com/agreements-cloud-supplement**

**2) SAP Support Policy http://www.sap.com/agreements-cloud-support**

**3) SAP Service Level Agreement http://www.sap.com/agreements-cloud-service-level-agreement**

**4) SAP Data Processing Agreement https://static.carahsoft.com/concrete/files/5517/0293/2214/SAP_GTC_Cloud_DPA_and_DPA_GSA_Approved_10.3.23.pdf**

**5) SAP General Terms and Conditions for SAP Cloud Services**
**https://static.carahsoft.com/concrete/files/5517/0293/2214/SAP_GTC_Cloud_DPA_and_DPA_GSA_Approved_10.3.23.pdf**

**1) a.**Notwithstanding Section 13.9 of the Cloud GTC, this Agreement and any claims arising out of or relating to this Agreement and its subject matter shall be governed by and construed under the laws of the State of Texas. Venue and statute of limitations shall be established by applicable State of Texas law. 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. Parties agree all terms contained in this agreement, including any limitations on warranties, any limitations and caps on liability, and any exclusions of damages, are valid to the extent permitted by the constitution and laws of the State of Texas.

**2) a.**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 fees paid by Customer to Reseller for the applicable Cloud Service associated with the damages during the thirty-six (36) month period preceding the accrual of the claim or cause of action.

**Extension Policy:**

The license grant to the software in the table below (" Terminated Software ") shall be terminated on 12/31/2024 (" Termination Date "). By the Termination Date, Customer and its Affiliates shall permanently cease Use of the Terminated Software and shall destroy all copies of the Terminated Software in every form. Upon ten days' notice, SAP may audit Customer's Use of the Terminated Software to verify that Customer has ceased Use of same. This one-time audit right is in addition to SAP's other verification rights under the Agreement.

**CMS Case or Sales Order - 3060081644**
**Description - Amend. 1 to App. 1 - User Swap - Addtn.**
**Material Number - 7003017**
**Quantity Available - 2500**
**Quantity Terminated - 386**
**Remaining Quantity- 2114**

**SAP Support for the Terminated Software shall be terminated at the end of the current SAP Support period.**

**SAP SuccessFactors HXM Suite 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 SuccessFactors product(s) for which Customer is subscribed (the **"Cloud Service"**). Any documents referenced in this Supplement are available from SAP upon request.

**1.    USAGE METRICS**

1.1.    **Gigabyte.** Gigabyte is the amount of capacity in the Cloud Service. For this Cloud Service, memory capacity is counted. Unless otherwise indicated herein, the Usage Metric entitlement in the Order Form is retained throughout the Subscription Term.

1.2.    **Message**. Message means an electronic communication exchanged via the capabilities of the Cloud Service. If a Message is larger than 250 kilobytes, any amount in excess of 250 kilobytes will be charged as one additional Message for each 250 kilobytes or portion thereof.

1.3.    **Tenant.** Tenant is a customer-specific instance of the Cloud Service. Unless otherwise indicated herein, the Usage Metric entitlement in the Order Form is retained throughout the Subscription Term.

1.4.    **Transaction.** Transaction is any message, job, action, response, and/or task processed via the Cloud Service. For the SAP SuccessFactors Onboarding Cloud Service, each completed onboarding (including rehiring), cross boarding, and offboarding transaction is counted. For the SAP SuccessFactors Recruiting Cloud Service, each internal or external candidate moved to the "Hired" status is counted.

1.5.    **User.** Users are individuals authorized to access the Cloud Service. For this Cloud Service, an individual with a unique active profile and whose data is processed by the Cloud Service is counted. Unless otherwise indicated herein, the Usage Metric entitlement in the Order Form is retained throughout the Subscription Term.

**2.    ADDITIONAL TERMS**

2.1.    **Disaster Recovery**.

2.1.1.    SAP will provide Customer, at no additional charge, with the following capabilities: (i) offsite database backups to disk (i.e., weekly full / nightly incremental / archive logs multiple times daily to separate storage array); and (ii) commercially reasonable efforts to restore productive tenants from backups as soon as possible in case of a disaster resulting in loss of the production data center.

2.1.2.    Customer's productive tenants for Employee Central, Employee Central Payroll, Performance and Goals, Compensation, Succession and Development, Onboarding (excluding Onboarding 1.0), Time Tracking, Opportunity Marketplace, Learning, and Validated Learning Cloud Services that are hosted in a data center listed in the then-current SAP SuccessFactors Disaster Recovery Overview include (i) Recovery Point Objective (RPO): no more than 4 hours of data loss; and (ii) Recovery Time Objective (RTO): administrator access to data and full service restoration within 24 hours.

2.2.    **Storage.** Customer will reasonably cooperate with SAP to optimize Customer's use of the Cloud Service, including the storage of Customer Data in the Cloud Service. Additional limits may be identified with specific Cloud Services below.

2.3.    **SAP Cloud Platform Identity Authentication and SAP Cloud Platform Identity Provisioning.** Subscriptions to SAP SuccessFactors Cloud Services include use of SAP Cloud Platform Identity Authentication and SAP Cloud Platform Identity Provisioning. SAP Cloud Platform Identity Authentication may only be used for user authentication to SAP Cloud services. SAP Cloud Platform Identity Provisioning may only be used for provisioning users from SAP Cloud services to SAP Cloud Platform Identity Authentication.

2.4.    **SAP SuccessFactors Foundation**. There is a 500 GB base storage limit per instance that applies to the attachment storage framework of the SAP SuccessFactors Foundation Cloud Service.

2.5.    **SAP SuccessFactors Workforce Analytics.** In order to use SAP SuccessFactors Workforce Analytics Cloud Service, Customer may be required to order additional one-time implementation Services, either via a partner or SAP directly, as available, for data extraction, integration, and modelling activities, subject to additional services fees.

2.6.     **SAP SuccessFactors Onboarding**.

2.6.1.   If E-Verify (applicable for US based customers only) is included, Customer must sign a separate Memorandum of Understanding between the United States Department of Homeland Security, Customer, and SAP's Affiliate, SuccessFactors Inc., designating SuccessFactors Inc. as its Web Services E-Verify Employer Agent.

2.6.2.   Customers using SAP SuccessFactors Onboarding with external HRIS systems may import such external HRIS user records into SAP SuccessFactors Employee Central as read only. These read only records may only be used for the express purpose of Onboarding, and do not count as usage of SAP SuccessFactors Employee Central.

2.7.     **SAP SuccessFactors Employee Central Payroll.**

2.7.1.   SAP does not provide specific documentation for the payroll engine of SAP SuccessFactors Employee Central Payroll Cloud Service. Instead, Customer may use the documentation available for the on-premise SAP ERP HCM Software, if and to the extent applicable to the Payroll engine functionality. No other rights except as required to use SAP SuccessFactors Employee Central Payroll are conferred to Customer even if technically accessible or described in the documentation.

2.7.2.   Subscriptions to the SAP SuccessFactors Employee Central Payroll Cloud Service include the use of the SAP Secure Login Client. The SAP Secure Login Client may only be used for the purpose of accessing SAP GUI-based administrative user interfaces of the SAP SuccessFactors Employee Central Payroll Cloud Service.

2.7.3.   Customer is also granted access to the generally available implementation handbook, currently published on the SAP Help Portal (https://help.sap.com/docs/SAP_SUCCESSFACTORS_HXM_SUITE).

2.8.     **SAP SuccessFactors Employee Central Service Center.**

2.8.1.   SAP Service Cloud is included with a ratio of 1 agent user to 300 employees.

2.8.2.   SAP Cloud Portal for employee self-service is included as follows: one (1) test tenant; and one (1) SAP Cloud Platform Virtual Machine.

2.8.3.   Integration of Employee Central with Cloud for Service and SAP Cloud Portal is included.

2.9.     **SAP SuccessFactors Employee Central, core HR option, functional use.** SAP SuccessFactors Employee Central, core HR option, functional use is available only for the following categories of individuals: This Cloud Service is only available for (i) non-employees (includes contingent/contractors); (ii) Former employees whose records continue to be maintained; (iii) individual with a limited or temporary employee relationship during the course of a year or 12-month period, (iv) Employees with read-only access to Employee Central but whose records are maintained within SAP ERP HCM or another core HR system, and (v)employees whose records are actively managed by Customer, but who do not have access to the SuccessFactors Cloud Service.

2.10.    **SAP SuccessFactors Learning, Content Storage.**

2.10.1.  Content storage included with the SAP SuccessFactors Learning or Validated Learning Cloud Service includes content bandwidth and 25 GB of eLearning content storage.

2.10.2.  Content storage for the SAP SuccessFactors Learning or Validated Learning Cloud Service includes infrastructure, including web server and disc space, and uses Akamai as the Content Delivery Network (CDN) provider. If Customer cannot support Akamai as its CDN, Content storage cannot be provisioned to Customer.

2.10.3.  SAP will provide one SFTP Content account per Customer.

2.11.    **SAP SuccessFactors Learning, Functional Use.** SAP SuccessFactors Learning or Validated Learning, functional use, is available only for the following categories of individuals: This Cloud service is only available for non-employees and individuals with a limited or temporary employment relationship during the course of a year or 12-month period. In addition, individuals whose records are actively managed by the customer, but who do not have access to the Cloud service will also be counted.

2.12.    Users with functional use rights must be identified in the SAP SuccessFactors Learning Cloud Service by Customer separately from other Users.

2.13.    **SAP SuccessFactors Work Zone.**

2.13.1.    The SAP SuccessFactors Work Zone Cloud Service has a base storage limit of 1000 GB per instance. If Customer subscribes to SAP Work Zone, data storage add-on, such storage limit shall increase, in units of 500 GB, as set forth in the applicable Order Form.

2.13.2.    Comment fields or free text entry fields in the SAP SuccessFactors Work Zone Cloud Service are not designed to collect or store personal data, therefore no sensitive or personal data should be entered in them. The Data Processing Agreement for Cloud Services referenced in the Order Form does not apply to personal data contained in such fields.

2.13.3.    SAP SuccessFactors Work Zone includes (i) SAP Build Process Automation, standard users in an equivalent quantity to Customer's SAP SuccessFactors Work Zone user licenses, (ii) two (2) SAP Build Process Automation, advanced user licenses, (iii) two (2) SAP Business Application Studio user licenses, and (iv) one (1) SAP Custom Domain.

2.13.4.    SAP SuccessFactors Work Zone includes a native mobile application that is included with the Cloud Service subscription.

2.14.    **SAP Integration Suite for SAP SuccessFactors solutions.**

2.14.1.    The Cloud Service requires that one end of the integration be an SAP SuccessFactors solution.

2.14.2.    The Cloud Service includes two (2) tenants and an aggregate of 100,000 Messages per month.

2.14.3.    Usage includes SAP Integration Suite, Basic edition capabilities exclusively.

2.14.4.    Customer shall ensure that it has all necessary license rights for any SAP and/or third-party solutions integrated using the Cloud Service.

2.14.5.    If Customer has a subscription to Employee Central, SAP Cloud Platform Integration option, use of such product shall be subject to the supplemental terms referenced in the Order Form governing such subscription.

2.15.    **SAP SuccessFactors HXM Suite, advanced encryption add-on.**

2.15.1.1. For this Cloud Service, all existing productive and non-productive instances that Customer elects to connect to the Cloud Service are counted as Tenants. The metric entitlement is not time-bound and does not deplete with usage, unless otherwise specified. This Cloud Service can only be connected to SAP SuccessFactors HXM Core platform Tenants, and does not entitle Customer to any additional Tenants.

2.15.2.    This Cloud Service supports data refreshes from (i) encrypted Tenant to encrypted Tenant, and (ii) non-encrypted Tenant to encrypted Tenant only. Data refreshes from an encrypted Tenant to a non-encrypted Tenant are not supported.

2.15.3.    If the master key is revoked or disabled by Customer, the application database will shut down and services dependent on the application database will become inaccessible, and no one, including SAP, will be able to access encrypted data or perform any operation that requires access to the application database. Customer must provide the correct master key to SAP to restore services and application database access, or to restore from backup.

2.16.    **Embedded Launch Activities.** Embedded Launch Activities are included for a first-time subscription of applicable SAP SuccessFactors Cloud Services. Further specifications to the Embedded Launch Activities are available in the SAP SuccessFactors Embedded Launch Activities Specifications documentation.

2.16.1.    Customer is entitled to a Demo Environment (consisting of one each of a BizX, LMS, J2W and RPOS instance) pre-configured with available SAP Best Practices and some sample data in English.

2.16.2.    The Demo environment may be requested at any point after the start of the contract period. Once requested, it will be available for a duration of 9 months. The availability of the Demo environment can be extended (for 3 months) on Customer request.

2.16.3.    The pre-configuration and sample data of the Customer assigned Demo environment will not be updated / refreshed. Customer may not change any configuration in the Demo environment.

The Demo environment will be created in a Non-Production Environment. Therefore, Disaster Recovery for this environment is not available.

2.17.   **Test Tenants in Production Environments.** The Data Processing Agreement for Cloud Services referenced in the Order Form shall apply to all tenants of SAP SuccessFactors HXM Suite in Production environments, provided that (i) Customer implements and maintains all Production environment security controls, and (ii) if Customer uses a test tenant in a Production environment for the processing of personal data, Customer is responsible for justifying such additional processing of personal data under all applicable data protection laws.

**SAP U.S. Benefits Administration by Benefitfocus**
**Supplemental Terms and Conditions**

This Supplement is part of an Agreement for SAP Cloud Services between SAP and Customer and applies only to SAP U.S. Benefits Administration by Benefitfocus services to which Customer is subscribed ("Cloud Service"). Any documents referenced in this Supplement are available upon request.

**1.    CLOUD SERVICE**

The Cloud Service enables customers to simplify the management of complex benefits processes, from shopping through enrollment and implementation to ongoing administration, to streamline benefits processes, and keeping up with regulatory requirements.

**2.    FEES**

2.1.    **Usage Metric**. The Usage Metric for the Cloud Service is Users. Users are individuals authorized to access the Cloud Service. For this Cloud Service, an individual with a unique active profile and whose data is processed by the Cloud Service is counted.

2.2.    **Options**. Two options of the Cloud Service are available:

2.2.1.    SAP U.S. Benefits Administration by Benefitfocus, full benefits option, is for employees that are eligible for at least one medical (excluding minimum essential coverage plans), dental, vision, or other IRC Section 125 benefit type configured within the Cloud Service. This option includes ten carrier interfaces, one payroll, one HR interface, and a client manager for support.

2.2.2.    SAP U.S. Benefits Administration by Benefitfocus, voluntary benefits option, is for employees that are only eligible for enrolling in one or more non-IRC section 125 benefit types or one or more minimum essential benefit types configured within the Cloud Service. This option includes one payroll and one HR interface. Carrier interfaces will be included. This option also includes a minimum of 3 voluntary benefit types offered for the Cloud Service to be selected by Customer.

2.3.    **SAP U.S. Benefits Administration by Benefitfocus, add-on for additional interfaces.** The Usage Metric for SAP U.S. Benefits Administration by Benefitfocus, add-on for additional interfaces is a connection per Additional Interface. Connection is a linkage between the Cloud Service and another system/technology. An Additional Interface means any data interface or connection to or from the Cloud Service (excluding those included in SAP U.S. Benefits Administration by Benefitfocus, full benefits option or SAP U.S. Benefits Administration by Benefitfocus, voluntary benefits option) utilizing the Cloud Service payMax, iMax, standard carrier API, or HIPAA 834 file standard specifications.

2.4.    **SAP US Benefits Administration by Benefitfocus, reporting option for the Affordable Care Act (ACA).** The Usage Metric for SAP US Benefits Administration by Benefitfocus, reporting option for the Affordable Care Act (ACA) is Documents. A Document is a record of commercial transactional data managed via the Cloud Service. For this Cloud Service, the Document metric applies to any W-2 employees, retirees, or COBRA participants enrolled in self-insured coverage, or union covered employees that are configured within the solution during the applicable IRS reporting period. Fees are based on Documents that are configured within the Cloud Service. It is Customer's responsibility to provide any supplemental data needed in the required format as designated by SAP during implementation and thereafter, and review and approve any results prior to printing and filing forms with the IRS and applicable states. The Cloud Service includes a client manager for support.

**3.    ADDITIONAL TERMS.**

3.1.    The Data Privacy and Security – Data Controller to Data Processor Agreement referenced in or attached to the **Order Form** is superseded by the terms in **Attachment 1** to these Supplemental Terms and Conditions which is incorporated herein by reference.

3.2.    The Cloud Service is only intended for processing data of United States-based employees. If Customer wishes to process data of non-United States based employees, Customer must contact SAP to enter into a separate

agreement relating to the processing of personal data of such employees. All data will be processed in data centers located in the United States.

3.3.     Implementation services are required to configure the Cloud Service to meet Customer's business needs. These implementation services are not included in the Cloud Service.

3.4.     Additional services included with the Cloud Service:

3.4.1.   Year-round account management led by designated Client Success Manager (CSM) who will assist with ongoing software maintenance (including software releases), annual open enrollment management and support, legislative updates, and issue research/resolution as applicable.

3.4.2.   Data exchange from client to and from HRIS/Payroll along with core medical and voluntary benefit providers. Additional fees could be incurred above the included standard carrier connections.

**Attachment 1**
**To**
**Supplemental Terms and Conditions**
**For**
**SAP U.S. Benefit Administration by Benefitfocus**
**U.S. Data Protection Agreement**

**1.    DEFINITIONS**

"**SAP Affiliates**" shall mean any of SAP's affiliates and subsidiaries, meaning a corporation or other entity of which SAP owns, either directly or indirectly, more than fifty percent (50%) of the stock or other equity interests.

"**Data**" and/or "**data**" shall mean any information relating to an identified or identifiable natural or legal person ('data subject'); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.

"**Service**" shall mean any work or service which SAP provides to Customer or its Affiliates which incorporates the terms of this U.S. Data Protection Agreement by reference.

**2.    PURPOSE OF DATA TRANSFER; OWNERSHIP OF DATA**

2.1.    SAP will process Data from Customer to provide the Service to Customer and to create aggregate statistics about the use of the Service, which may be used by SAP and its partners to improve the Service.

2.2.    As between Customer and SAP, all Data and data carriers provided to SAP from Customer and any copies, reproductions, summaries, analyses or extracts thereof or based thereon, including (without limitation) those made by SAP in performance of its obligations under the Agreement, are the property of Customer and shall be promptly returned to Customer upon any of the following events, whichever is earliest: (i) upon Customer's request; or (ii) upon completion of all tasks for which the respective Data was transferred to SAP; or (iii) upon expiry or termination of the Agreement. Alternatively, where Data and/or data carriers cannot be returned, or if Customer elects so, SAP shall destroy and certify to Customer in writing that he has destroyed all such Data and data carriers which otherwise would have to be returned in accordance with this Section 2.2.

2.3.    This Service is only available within the United States and this Data Protection Agreement applies only to transfers of Data within the United States. Prior to any contractual data processing subject to EU Data Protection Directive 95/46/EC, including transfer of personal data outside of the European Union/European Economic Area, the parties agree to execute additional written agreements containing adequate regulations to protect the individuals' privacy and comply with applicable data protection laws.

2.4.    To the extent that Customer transfers or provides any Data to SAP, Customer represents and warrants that Customer has collected such Data in accordance with applicable law.

**3.    ADDITIONAL OBLIGATIONS**

3.1.    For processing Data, SAP and its subprocessors shall only use personnel who are subject to a binding obligation to observe data secrecy or secrecy of telecommunications, to the extent applicable, pursuant to the applicable data protection law.

3.2.    SAP shall ensure that any subcontractors, service providers or other entities processing Data subject to this Data Protection Agreement on behalf of SAP (hereinafter, "subprocessors") are required to have substantially similar protections for Data under this Agreement. SAP remains liable for the compliance of its subprocessors with applicable law. SAP shall reasonably cooperate with Customer in dealing with inquiries and requests relating to SAP's processing of Data within the context of a Service.

3.3.    If Customer is a Covered Entity that will provide to SAP, in connection with consuming the Services, Protected Health Information that is subject to protection under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health

("HITECH)" Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("ARRA"), Pub. L. No. 111-5 (Feb. 17, 2009) and related regulations, the HIPAA Privacy Rule ("Privacy Rule"), Customer shall notify SAP and the parties agree to execute a Business Associate Agreement.

## 4. REPORTING OF VIOLATIONS; COMPLIANCE AUDITS

4.1. SAP will promptly report to Customer as soon as commercially feasible (a) any violations or reasonable suspicion that a violation of this Data Protection Agreement has occurred and (b) any actual or a reasonable suspicion of unauthorized access to Data.

4.2. For the production systems which run the Service itself and during the term of the Agreement SAP shall maintain, at its own expense, applicable certifications or audit reports. Unless provided otherwise in a Supplement, SAP engages an internationally recognized independent third party auditor to review the measures in place in protection of the Service(s). Certifications may be based on ISO 27001 or other standards (scope as defined in certificate). For certain SAP Cloud Services, SAP performs regular audits (at least annually) via certified auditors to provide a valid SOC 1 Type 2 (SSAE 16 or ISAE 3402) and/or SOC 2 Type 2 report. Audit reports are available through the third party auditor or SAP, as applicable. Upon Customer's request, SAP shall inform the Customer about the applicable certifications and audit standards available for the Service concerned.

4.3. If SAP fails to perform its audit obligations under Section 4.2 and has not provided sufficient evidence of its compliance after Customer's written request, Customer (or an independent third party auditor on its behalf that is subject to confidentiality obligations consistent with those in the Agreement) may audit SAP's control environment and security practices relevant to Data processed hereunder for Customer once in any twelve (12)-month period, with reasonable prior written notice (at least 60 days unless a data protection authority requires Customer's earlier control under applicable law) and under reasonable time, place and manner conditions.

4.4. Furthermore, (i) following an event set out in Section 4.1 above, or (ii) if Customer has reasonable ground to suspect the non-compliance of SAP with its obligations under this Exhibit, or (iii) if a further audit is required by Customer's data protection authority, Customer (or an independent third party auditor on its behalf that is subject to confidentiality obligations consistent with those in the Agreement) may audit SAP's control environment and security practices relevant to Data processed hereunder for Customer in accordance with applicable law.

4.5. SAP shall reasonably support Customer throughout these verification processes and provide Customer with the required information. Customer shall bear any costs (including SAP's internal resource based on then-current daily professional service rates per SAP's price list) for any efforts on SAP's side exceeding more than 4 hours per year.

**SAP Enable Now**
**Supplemental Terms and Conditions**

These supplemental terms and conditions ("**Supplement**") are part of an agreement for certain SAP Cloud services ("**Agreement**") between SAP and Customer and apply solely to SAP Enable Now ("**Cloud Service**").

**1.     SERVICE**

The Cloud Service allows Customer to create training and performance support content ("**Customer Content**") for access by individuals designated as Users, as defined below.

**2.     FEES**

2.1.     The Usage Metric for the Cloud Service is Users. Users are individuals authorized to access the Cloud Service. User may perform the following functions:

a)     access and consume software simulations and documentation created with the Cloud Service;

b)     create, edit, and share software simulations and documentation; and

c)     create, edit, preview, publish and distribute all available output formats incorporated within the Cloud Service, including software simulations, all documentation and XML formats, and performance support contents.

2.2.     PDF, Microsoft Word, Microsoft PowerPoint documents or .MP4 videos created with and exported from the Cloud Service can be utilized provided such utilization doesn't use the Cloud Service in any way.

2.3.     The transfer of a User from one individual to another may only be done if the individual from which the User is transferred:

a)     is on vacation;

b)     is absent due to sickness;

c)     has his/her employment terminated; or

d)     is moved into a new job function which no longer requires him/her to use any Customer Content.

**3.     ADDITIONAL TERMS**

3.1.     For purposes of the Agreement for the Cloud Service, Customer Data means materials used to create Customer Content, plus individual User name and contact information.

3.2.     In addition to Customer's rights in Customer Data, Customer may retain and use its Customer Content after termination or expiration of the Agreement. Customer may access its Customer Content during the subscription term and download the Customer Content to Customer's Learning Management System. Upon expiration or termination of the Agreement, Customer will no longer have access to its Customer Content through the Cloud Service.

**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.<br><br>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.<br><br>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.<br>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<br><br>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.<br><br>This is generally caused by the following circumstances:<br><br>a) a productive service is completely down;<br><br>b) the imminent system Go-Live or upgrade of a production system cannot be completed;<br><br>c) the customer's core business processes are seriously affected<br><br>A workaround is not available for each circumstance.<br><br>The case requires immediate processing because the malfunction may cause serious losses. | Initial Response: Within 1 hour of case submission.<br><br>Ongoing Communication: Unless otherwise communicated by SAP, once every hour.<br><br>Corrective Action Target: SAP to provide for cases either a resolution; or workaround; or action plan within 4 hours. |
| P2 | High<br><br>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.<br><br>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.<br><br>Ongoing Communication: Unless otherwise communicated by SAP, once every 6 hours.<br><br>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<br><br>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.<br><br>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.<br><br>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<br><br>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.<br><br>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**

## 1. DEFINITIONS

1.1. "**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 the processing of Personal Data; for the purposes of this DPA, where Customer acts as processor for another controller, it shall in relation to SAP be deemed as additional and independent Controller with the respective controller rights and obligations under this DPA.

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

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

1.4. "**EEA**" means the European Economic Area, namely the European Union Member States along with Iceland, Liechtenstein and Norway.

1.5. "**GDPR**" means the General Data Protection Regulation 2016/679.

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

1.7. "**New SCC Relevant Transfer**" means a transfer (or an onward transfer) to a Third Country of Personal Data that is either subject to GDPR or to applicable Data Protection Law and where any required adequacy means under GDPR or applicable Data Protection Law can be met by entering into the New Standard Contractual Clauses.

1.8. "**New Standard Contractual Clauses**" means the unchanged standard contractual clauses, published by the European Commission, reference 2021/914 or any subsequent final version thereof which shall automatically apply. To avoid doubt Modules 2 and 3 shall apply as set out in Section 8.

1.9. "**Personal Data**" means any information relating to a Data Subject which is protected under Data Protection Law. For the purposes of the DPA, it includes only personal data which is:

   a) entered by Customer or its Authorized Users into or derived from their use of the Cloud Service; or

   b) supplied to or accessed by SAP or its Subprocessors in order to provide support under the Agreement. Personal Data is a sub-set of Customer Data (as defined under the Agreement).

1.10. "**Personal Data Breach**" means a confirmed:

   a) accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or unauthorized third-party access to Personal Data; or

   b) similar incident involving Personal Data, in each case for which a Controller is required under Data Protection Law to provide notice to competent data protection authorities or Data Subjects.

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. "**Schedule**" means the numbered Appendix with respect to the Standard Contractual Clauses (2010) and the numbered Annex with respect to the New Standard Contractual Clauses.

1.13. "**Standard Contractual Clauses (2010)**" means the Standard Contractual Clauses (processors) published by the European Commission, reference 2010/87/EU.

1.14. "**Subprocessor**" or "**sub-processor**" means SAP Affiliates, SAP SE, SAP SE Affiliates and third parties engaged by SAP, SAP SE or SAP SE's Affiliates in connection with the Cloud Service and which process Personal Data in accordance with this DPA.

1.15.   "**Technical and Organizational Measures**" means the technical and organizational measures for the relevant Cloud Service published on My Trust Center (see: https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?search=Technical%20Organizational%20Measures).

1.16.   "**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.    Purpose and Application

2.1.1.  This document ("**DPA**") is incorporated into the Agreement and forms part of a written (including in electronic form) contract between SAP and Customer.

2.1.2.  This DPA applies to Personal Data processed by SAP and its Subprocessors in connection with its provision of the Cloud Service.

2.1.3.  This DPA does not apply to non-production environments of the Cloud Service if such environments are made available by SAP. Customer shall not store Personal Data in such environments.

2.2.    Structure

Schedules 1 and 2 are incorporated into and form part of 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 (Schedule 1) and the applicable Technical and Organizational Measures (Schedule 2).

2.3.    Governance

2.3.1.  SAP acts as a Processor and Customer and those entities that it permits to use the Cloud Service act as Controllers under the DPA.

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

2.4.    For the avoidance of doubt, nothing in this DPA (including without limitation, Section 1.2 "Data Protection Law", 1.4 "EEA", 1.5 "GDPR", 1.7 "New SCC relevant Transfer", 1.8 "New Standard Contractual Clauses", 1.13 "Standard Contractual Clauses (2010)" and Section 1.16 "Third Country" and Section 8, "International Processing" shall be construed as imposing GDPR compliance obligations on Customer in situations where Customer's use of the SAP Cloud Services would not otherwise subject Customer to GDPR requirements as a Controller.

## 3. SECURITY OF PROCESSING

3.1.    Applicability of the Technical and Organizational Measures

SAP has implemented and will apply the Technical and Organizational Measures. Customer has reviewed such measures and agrees that as to the Cloud Service selected by Customer in the Order Form the measures are appropriate taking into account the state of the art, the costs of implementation, nature, scope, context and purposes of the processing of Personal Data.

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 Cloud Service. SAP may change the Technical and Organizational Measures at any time without notice so long as it maintains a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without diminishing the security level protecting Personal Data.

3.2.2. SAP will publish updated versions of the Technical and Organizational Measures on My Trust Center and where available Customer may subscribe to receive e-mail notification of such updated versions.

## 4. SAP OBLIGATIONS

4.1. Instructions from Customer

SAP will process Personal Data only in accordance with documented instructions from Customer. The Agreement (including this DPA) constitutes such documented initial instructions and each use of the Cloud Service then constitutes further instructions. SAP will use reasonable efforts to follow any other Customer instructions, as long as they are required by Data Protection Law, technically feasible and do not require changes to the Cloud Service. If any of the before-mentioned exceptions apply, or SAP otherwise cannot comply with an instruction or is of the opinion that an instruction infringes Data Protection Law, SAP will immediately notify Customer (email permitted).

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. Cooperation

4.4.1. 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.

4.4.2. If SAP receives a request from a Data Subject in relation to the Personal Data processing 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.

4.4.4. SAP shall provide functionality for production systems 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, SAP will correct, delete or anonymize any Personal Data, or restrict its processing, in accordance with the Customer's instruction and Data Protection Law.

4.5. 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. Data Protection Impact Assessment

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

**5. DATA EXPORT AND DELETION**

5.1.    Export and Retrieval by Customer

During the Subscription Term and subject to the Agreement, Customer can access its Personal Data at any time. 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

Before the Subscription Term expires, Customer may use SAP's self-service export tools (as available) to perform a final export of Personal Data from the Cloud Service (which shall constitute a "return" of Personal Data). At the end of the Subscription Term, Customer hereby instructs SAP to delete the Personal Data remaining on servers hosting the Cloud Service 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 or its independent third party auditor reasonably acceptable to SAP (which shall not include any third party auditors who are either a competitor of SAP or not suitably qualified or independent) may audit SAP's control environment and security practices relevant to Personal Data processed by SAP only if:

a)  SAP has not provided sufficient evidence of its compliance with the Technical and Organizational Measures that protect the production systems of the Cloud Service through providing either: (i) a certification as to compliance with ISO 27001 or other standards (scope as defined in the certificate); or (ii) a valid ISAE3402 or ISAE3000 or other SOC1-3 attestation report. Upon Customer's request audit reports or ISO certifications are available through the third party auditor or SAP;

b)  a Personal Data Breach has occurred;

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

d)  provided under mandatory Data Protection Law conferring Customer a direct audit right and provided that Customer shall only audit once in any 12 month period unless mandatory Data Protection Law requires more frequent audits.

6.2.    Other Controller Audit

Any other Controller may assume Customer's rights under Section 6.1 only if it applies directly to the Controller and such audit is permitted and coordinated by Customer. Customer shall use all reasonable means to combine audits of multiple other Controllers to avoid multiple audits.unless the audit must be undertaken by the other Controller itself under Data Protection Law. If several Controllers whose Personal Data is processed by SAP on the basis of the Agreement require an audit, Customer shall use all reasonable means to combine the audits and to avoid multiple audits.

6.3.    Scope of Audit

Customer shall provide at least 60 days advance notice of any audit unless mandatory Data Protection Law or a competent data protection authority requires shorter notice. The frequency and scope of any audits shall be mutually agreed between the parties acting reasonably and in good faith. Customer audits shall be limited in time to a maximum of 3 business days. Beyond such restrictions, the parties will use current certifications or other audit reports to avoid or minimize repetitive audits. Customer shall provide the results of any audit to SAP.

6.4.    Cost of Audits

Customer shall bear the costs of any 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.

## 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 this Agreement;

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

c) SAP's list of Subprocessors in place on the effective date of the Agreement is published by SAP on My Trust Center or SAP will make it available to Customer upon request, including the name, address and role of each Subprocessor SAP uses to provide the Cloud Service.

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 by posting on the My Trust Center) of any intended additions or replacements to the list of Subprocessors including name, address and role of the new Subprocessor; and

b) Customer may object to such changes as set out in Section 7.3.

7.3. Objections to New Subprocessors

7.3.1. If Customer has a legitimate reason under Data Protection Law to object to the new Subprocessors' processing of Personal Data, Customer may terminate the Agreement (limited to the Cloud Service for which the new Subprocessor is intended to be used) on written notice to SAP. Such termination shall take effect at the time determined by the Customer which shall be no later than 30 days from the date of SAP's notice to Customer informing Customer of the new Subprocessor. If Customer does not terminate within this 30 day period, Customer is deemed to have accepted the new Subprocessor.

7.3.2. Within the 30 day period from the date of SAP's notice to Customer informing Customer of the new Subprocessor, Customer may request that the parties discuss in good faith a resolution to the objection. Such discussions shall not extend the period for termination and do not affect SAP's right to use the new Subprocessor(s) after the 30 day period.

7.3.3. Any termination under this Section 7.3 shall be deemed to be without fault by either party and shall be subject to the terms of the Agreement.

7.4. Emergency Replacement

SAP may replace a Subprocessor without advance notice where the reason for the change is outside of SAP's reasonable control and prompt replacement is required for security or other urgent reasons. In this case, SAP will inform Customer of the replacement Subprocessor as soon as possible following its appointment. Section 7.2 applies 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. Applicability of the Standard Contractual Clauses (2010)

8.2.1. Where, for the period up to and including 26 September 2021, Personal Data of a Controller that is subject to GDPR is processed in a Third Country, or where Personal Data of a Swiss or United Kingdom based Controller

or another Controller is processed in a Third Country and such international processing requires an adequacy means under the laws of the country of the Controller and the required adequacy means can be met by entering into Standard Contractual Clauses (2010), then:

    a)   SAP and Customer enter into the Standard Contractual Clauses (2010);

    b)   Customer joins the Standard Contractual Clauses (2010) entered into by SAP or SAP SE and the Subprocessor as an independent owner of rights and obligations; or

    c)   other Controllers whose use of the Cloud Services has been authorized by Customer under the Agreement may also enter into Standard Contractual Clauses (2010) with SAP or the relevant Subprocessors in the same manner as Customer in accordance with Section 8.2.1 a) and b) above. In such case, Customer will enter into the Standard Contractual Clauses (2010) on behalf of the other Controllers.

8.2.2.    The Standard Contractual Clauses (2010) shall be governed by the law of the country in which the relevant Controller is established.

8.2.3.    Where applicable Data Protection Law adopts the New Standard Contractual Clauses as meeting any required adequacy means as an alternative or update to the Standard Contractual Clauses (2010) then the New Standard Contractual Clauses shall apply in accordance with Section 8.3.

8.3.    Applicability of New Standard Contractual Clauses

8.3.1.    The following shall apply with effect from 27 September 2021 and shall solely apply in respect of New SCC Relevant Transfers:

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

8.3.1.2.    Where SAP is located in a Third Country:

SAP and Customer hereby enter into the New Standard Contractual Clauses with Customer as the data exporter and SAP as the data importer which shall apply 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 New Standard Contractual Clauses, SAP acknowledges that Customer acts as Processor under the instructions of its Controller(s).

8.3.2.    Other Controllers or Processors whose use of the Cloud Services has been authorized by Customer under the Agreement may also enter into the New Standard Contractual Clauses with SAP in the same manner as Customer in accordance with Section 8.3.1.28.3.1.2 above. In such case, Customer enters into the New Standard Contractual Clauses on behalf of the other Controllers or Processors.

8.3.3.    With respect to a New SCC Relevant Transfer, on request from a Data Subject to the Customer, Customer may make a copy of Module 2 or 3 of the New Standard Contractual Clauses entered into between Customer and SAP (including the relevant Schedules), available to Data Subjects.

8.3.4.    The governing law of the New Standard Contractual Clauses shall be the law of Germany.

8.4.    Relation of the Standard Contractual Clauses to the Agreement

Nothing in the Agreement shall be construed to prevail over any conflicting clause of the Standard Contractual Clauses (2010) or the New Standard Contractual Clauses. For the avoidance of doubt, where this DPA further specifies audit and Subprocessor rules, such specifications also apply in relation to the Standard Contractual Clauses (2010) and the New Standard Contractual Clauses.

8.5.    Third Party Beneficiary Right under the New Standard Contractual Clauses

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

8.5.2.    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 Cloud 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.

## 9.    DOCUMENTATION; RECORDS OF PROCESSING

9.1.    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 its documentation requirements, including providing the information the other party needs from it in a manner reasonably requested by the other party (such as using an electronic system), in order to enable the other party to comply with any obligations relating to maintaining records of processing.


**Schedule 1 Description of the Processing**

This Schedule 1 applies to describe the Processing of Personal Data for the purposes of the Standard Contractual Clauses (2010), New Standard Contractual Clauses and applicable Data Protection Law.

## 1.    A. LIST OF PARTIES

1.1.    Under the Standard Contractual Clauses (2010)

1.1.1.    Data Exporter

The data exporter under the Standard Contractual Clauses (2010) is the Customer who subscribed to a Cloud Service that allows Authorized Users to enter, amend, use, delete or otherwise process Personal Data. Where the Customer allows other Controllers to also use the Cloud Service, these other Controllers are also data exporters.

1.1.2.    Data Importer

SAP and its Subprocessors that provide and support the Cloud Service are data importers under the Standard Contractual Clauses (2010).

1.2.    Under the New Standard Contractual Clauses

1.2.1.    Module 2: Transfer Controller to Processor

Where SAP is located in a Third Country, Customer is the Controller and SAP is the Processor, then Customer is the data exporter and SAP is the data importer.

1.2.2.    Module 3: Transfer Processor to Processor

Where SAP is located in a Third Country, Customer is a Processor and SAP is a Processor, then Customer is the data exporter and SAP is the data importer.

## 2.    B. DESCRIPTION OF TRANSFER

2.1.    Data Subjects

Unless provided otherwise by the data exporter, transferred Personal Data relates to the following categories of Data Subjects: employees, contractors, business partners or other individuals having Personal Data stored in the Cloud Service, transmitted to, made available to, accessed or otherwise processed by the data importer.

2.2.    Data Categories

The transferred Personal Data concerns the following categories of data:

Customer determines the categories of data per Cloud Service subscribed. Customer can configure the data fields during implementation of the Cloud Service or as otherwise provided by the Cloud Service. The transferred 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 that Authorized Users enter into the Cloud Service and may include bank account data, credit or debit card data.

2.3. Special Data Categories (if agreed)

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

2.3.2. The 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;

    c) system access logging and general data access logging.

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

2.4. Purposes of the data transfer and further processing; Nature of the processing

2.4.1. The transferred Personal Data is subject to the following basic processing activities:

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

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

    c) provision of embedded Professional 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 of Customer in accordance with the Agreement.

2.4.2. The purpose of the transfer 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.

2.5. Additional description in respect of the New Standard Contractual Clauses:

2.5.1. Applicable Modules of the New Standard Contractual Clauses

    a) Module 2: Transfer Controller to Processor

    b) Module 3: Transfer Processor to Processor

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

In respect of the New Standard Contractual Clauses, transfers to Subprocessors shall be on the same basis as set out in the DPA.

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

Transfers shall be made on a continuous basis.

2.5.4.    The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period.

Personal Data shall be retained for the duration of the Agreement and subject to Section 5.2 of the DPA.

**3.        C. COMPETENT SUPERVISORY AUTHORITY**

3.1.       In respect of the New Standard Contractual Clauses:

3.1.1.    Module 2: Transfer Controller to Processor

3.1.2.    Module 3: Transfer Processor to Processor

3.2.       Where Customer is the data exporter, the supervisory authority shall be the competent supervisory authority that has supervision over the Customer in accordance with Clause 13 of the New Standard Contractual Clauses.


**Schedule 2 Technical and Organizational Measures**

This Schedule 2 applies to describe the applicable technical and organizational measures for the purposes of the Standard Contractual Clauses (2010), New Standard Contractual Clauses and applicable Data Protection Law.

SAP will apply and maintain the Technical and Organizational Measures.

To the extent that the provisioning of the Cloud Service comprises New SCC Relevant Transfers, the Technical and Organizational Measures set out in Schedule 2 describe the measures and safeguards which have been taken to fully take into consideration the nature of the personal data and the risks involved. If local laws may affect the compliance with the clauses, this may trigger the application of additional safeguards applied during transmission and to the processing of the personal data in the country of destination (if applicable: encryption of data in transit, encryption of data at rest, anonymization, pseudonymization).

**GENERAL TERMS AND CONDITIONS FOR SAP CLOUD SERVICES (for GSA indirect sales)
("Cloud GTC")**

## 1. DEFINITIONS

1.1. "**Affiliate**" means any legal entity in which SAP SE or Customer, directly or indirectly, holds more than (fifty percent) 50% of the entity's shares or voting rights or controls or is under common control with that legal entity. "Control" means the direct or indirect possession of the power to direct or cause the direction of the management and policies of an entity, whether through ownership, by contract or otherwise. 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 Cloud Order Form. For clarity, some services may be performed under a statement of work, which statement of work will be governed by the terms and conditions of this Agreement.

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 or suppliers of Customer and its Affiliates.

1.5. "**Cloud Order Form**" means the "Cloud Order Form for SAP Cloud Services" concluded between SAP and Reseller that references the Cloud GTC.

1.6. "**Cloud Service**" means any distinct, hosted, supported and operated on-demand solution provided by SAP to the Customer on behalf of the Reseller, under the Cloud Order Form.

1.7. "**Confidential Information**" means all information which the disclosing party protects against unrestricted disclosure to others that the disclosing party or its representatives designates as confidential, internal or proprietary at the time of disclosure, or should reasonably be understood to be confidential at the time of disclosure given the nature of the information and the circumstances surrounding its disclosure.

1.8. "**Customer**" means the entity or individual that has consented to this Agreement by execution of an agreement with Reseller that references this Cloud GTC or by any other legally binding method of acceptance of this Agreement.

1.9. "**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.

1.10. "**Documentation**" means SAP's then-current technical and functional documentation, relating to the Cloud Services located at https://help.sap.com or which is made 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.

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

1.12. "**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.

1.13. "**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.

1.14. "**Reseller**" means the entity holding the Multiple Award Schedule contract and identified on the Cloud Order Form.

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

1.16.    "**SAP**" means the entity identified by the Cloud Order Form as providing the Cloud Service to Customer.

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

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

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

1.20.    "**Usage Metric**" means the standard of measurement for determining the permitted use for a Cloud Service as set forth in a Cloud Order Form.

## 2.    USAGE RIGHTS AND RESTRICTIONS

2.1.    Grant of Rights

Subject to Reseller's payment of all fees due to SAP, SAP grants to Customer on behalf of Reseller, 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 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 Cloud 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 to Reseller. SAP may monitor use to verify compliance with Usage Metrics, volume and the Agreement. SAP will be permitted to forward any data regarding use in excess of the Usage Metrics, volume and the Agreement by Customer to Reseller. Further, such monitoring shall be contingent upon adherence to Customer's security requirements, including any requirement for personnel to be cleared prior to accessing sensitive IT systems or facilities. If Customer's security requirements are not met, then upon SAP's request, Customer will run a self-assessment with tools provided by, and at the direction of SAP to verify Customer's compliance with the terms of this Agreement.

2.4.    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.

2.5.    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 store. 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.

2.6.    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 Cloud 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 in the Cloud 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. Any such modifications will not restrict or reduce the capabilities in existence at the time of execution of this Agreement without written concurrence from the Government Contracting Officer.

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 13.4, 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 the Cloud Order Form for the affected Cloud Service by providing written notice to SAP and Reseller 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 Customer Data. SAP may use Customer provided trademarks solely to provide and support the Cloud Service.

4.2.    Customer Data

Customer is responsible for 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 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 Customer Data, SAP will cooperate with Customer and comply with applicable law (both at Customer's expense) with respect to handling of Customer Data.

5. RESELLER RELATIONSHIP, PRICES AND PAYMENT

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5.2. Intentionally left blank

5.3. Independence of Reseller

Reseller is not an agent of SAP. Reseller is an independent entity with no authority to bind SAP or to make representations or warranties on SAP's behalf. SAP will not be liable for reasonably relying on the accuracy and reliability of written information provided by Reseller. Customer acknowledges and agrees that the Reseller through which Customer has arranged for the procurement of the Cloud Services is not an agent of SAP.

5.4. No Representations or Warranties

SAP makes no representations or warranties as to Reseller, any authorized distributor or other reseller, or any other third party, or related to the performance of their products or services, and fully disclaims any such warranties in accordance with Section 7.

5.5 Payment

Customer shall pay to Reseller on behalf of SAP the fees for the Cloud Service provided hereunder, in the amount as set forth in the agreement between Reseller and Customer, in accordance with the terms of the Cloud Order Form.

5.6 Renewal Term

The fees set forth in the Cloud Order Form will be fixed for the committed subscription term. Following the subscription term of a Cloud Order Form, the subscription may be renewed for one (1) year subscription terms (each, as applicable, a "Renewal Term") subject to funding and only for the agreed-upon subscription period by executing a written order for the Renewal Term. Pricing is established based upon the GSA Schedule Price List in effect at the time the Renewal Term is entered into. Either party may give the other party written notice (email acceptable) of non-renewal at least thirty (30) days prior to the end of the relevant subscription term.

5.7 Additions to Cloud Order Form

Customer may add additional Authorized Users or other applicable usage metrics during the term of the Cloud Order Form by executing an addendum or additional schedule with Reseller, as applicable, which shall then become an integral part of the amended Cloud Order Form. The term of each addendum or schedule shall be coterminous with the then-current term of the Cloud Order Form irrespective of the effective date of such addendum and all fees shall be prorated accordingly. Upon renewal of the Cloud Order Form, the term for all Authorized Users or other fee-based metric added to the Cloud Order Form prior to renewal shall be the same as specified in the Cloud Order Form.

5.8 Excess Use

Customer is responsible for monitoring its use of the Service. Customer shall promptly report to SAP any actual use in excess of the number of Authorized Users (or other applicable usage metric authorized in the Cloud Order Form). SAP shall be entitled to monitor Customer's number of Authorized Users (or other applicable usage metric authorized in the Cloud Order Form) regarding usage of the Cloud Service to ensure Customer's compliance with the Agreement. SAP shall be permitted to forward such data to Reseller. SAP shall invoice Reseller and Customer shall have the opportunity to execute an agreement with Reseller to pay for any usage in excess of the usage metrics set forth in the applicable Cloud Order Form. Such fees shall accrue from the date the excess use began. For the avoidance of doubt, Customer shall not be entitled to claim any reduction of the fees payable under the Cloud Order Form or reduce the Authorized Users (or other applicable usage metric) during the term of a Cloud Order Form or renewal.

5.9     No Cancellation

Except as expressly set forth in this Agreement, FAR 52.212-4(I), or the Cloud Order Form, all purchases of subscriptions hereunder are non-cancelable and all fees incurred prior to the termination date are non-refundable.

## 6.     TERM AND TERMINATION

6.1     Term

The term of this Agreement begins on the Effective Date set forth in the applicable Cloud Order Form and shall continue in effect as described in the Cloud Order Form. Termination of individual Cloud Order Forms shall leave other Cloud Order Forms unaffected.

6.2     Termination

Recourse against the United States for any alleged breach of this Agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act, 41 U.S.C. Chapter 71) as applicable. SAP shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Customer. The Agreement shall terminate immediately upon a final judgment obtained under the Contracts Disputes Act terminating the Agreement for Customer's material breach of any provision of the Agreement.

SAP may, in its reasonable determination, deactivate Customer's user name(s) and password(s) and/or temporarily suspend access to the Cloud Service or a portion thereof, if and to the extent SAP can substantiate that the continued use of the Cloud Service may result in harm to the Cloud Service (including the security of the systems used to provide the Cloud Service) or other SAP customers, or the rights of third parties, upon prior written notice to Customer as the circumstances permit.

6.3     Effect of Expiration or Termination

Upon the effective date of termination, Customer's access to the Cloud Service will be terminated.  Customer shall have the ability to access its Customer Data at any time during the subscription term set forth in the applicable Order Form, unless earlier terminated pursuant to this Article 6. Customer may export and retrieve its Customer Data during a subscription term, which will be subject to technical limitations caused by factors such as (i) the availability of self-service extraction tools compatible with the Cloud Service, (ii) the size of Customer's instance of the Cloud Service; and (iii) the frequency and/or timing of the export and retrieval.

6.4     Survival

Articles 5, 8, 9, 10, 11, 12 and 13 shall survive the expiration or termination of this 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, 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

7.3.1. Provided Customer (or Reseller on Customer's behalf) notifies SAP in writing with a specific description of the Cloud Service's non-conformance with the warranty in Section 7.2 without undue delay and SAP validates the existence of such non-conformance, SAP will, at its option and in accordance with Section 7.3.3:

(a) correct or replace the non-conforming Cloud Service, or

(b) if SAP fails to correct the non-conformance after using reasonable commercial efforts, terminate the access to the non-conforming Cloud Service.

7.3.2. The remedies in Section 7.3.1 do not apply to trivial or non-material cases of non-conformance and are Customer's sole and exclusive remedies and SAP's entire liability for breach of the warranty under Section 7.2. The written notification of any non-conformance by Customer (or Reseller on Customer's behalf) must include sufficient detail for SAP to analyze the alleged non-conformance. Customer must provide commercially reasonable assistance to SAP in analyzing and remediating any non-conformance of the Cloud Service.

7.3.3. SAP will consult with Reseller to define a reasonable amount:

(a) by which Reseller may reduce the subscription fees for the non-conforming Cloud Services, in case Reseller has not already paid them, or

(b) if Reseller has already paid the subscription fees for the non-conforming Cloud Services, which SAP will refund to Reseller to reflect the non-conformance (unless such refund is prohibited by Export Laws).

7.3.4. SAP may fulfill its warranty obligations with Customer or Reseller on Customer's behalf. To the extent that SAP fulfills its warranty obligations under Section 7.3.3 via Reseller, Customer will not have any claim against SAP for a breach of the warranty in Section 7.2.

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 as described in the SLA, whereby the service level credit will be calculated based on the non-discounted subscription fee set out in the order form agreed between SAP and Reseller. Customer must notify Reseller in writing (email permitted) within 21 business days after each calendar month in which SAP does not meet the SLA, so that Reseller can follow SAP's posted credit claim procedure. When the validity of the service credit is confirmed by SAP in writing (email permitted) to Reseller, SAP will issue the credit to Reseller to forward to Customer.

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 Reseller, Customer, another third party, or by any product, database, content or service not provided by SAP; or

(c) the Cloud Service was provided for no fee or is a trial license of the Cloud Service.

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 Customer against claims brought against Customer and its Affiliates by any third party alleging that Customer's and its Affiliates' use of the Cloud Service infringes or misappropriates a patent claim, copyright or trade secret right. SAP will indemnify Customer against all damages finally awarded against Customer (or the amount of any settlement SAP enters into) with respect to these 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)    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.

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

8.1.4.    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 Responsibilities

Customer shall be responsible for (i) any use of the Cloud Service in violation of any applicable law or regulation; or (ii) an allegation that the Customer Data or Customer's use of the Cloud 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 Authorized Users or by the conduct of a third party using Customer's access credentials.

8.3.    Conditions

The obligations under this Article 8 are conditioned on (a) the Customer timely notifying SAP in writing of any such claim, provided however that a party's failure to provide or delay in providing such notice shall not relieve a party of its obligations under this Article 8 except to the extent such failure or delay prejudices the defense (b) the party who is obligated hereunder to defend a claim having the right to control the defense of such claim to the extent permitted by 28 U.S.C. §516; and (c) the party against whom a third party claim is brought reasonably cooperating in the defense of such claim. Any settlement of any claim shall not include a financial or specific performance obligation on or admission of liability by the party against whom the claim is brought, provided however that SAP may settle any claim on a basis requiring SAP to substitute for the Cloud Service any alternative substantially equivalent non-infringing services. SAP will have the opportunity to intervene in any suit or claim filed against the Customer, at its own expense, through counsel of its own choosing. Neither party shall undertake any action in response to any infringement or misappropriation, or alleged infringement or misappropriation that is prejudicial to the other party's rights. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

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 Liability

9.1.1.  SAP, its licensors or subcontractors will not be responsible or liable under the Agreement:

(a)  if a Cloud Service is not used in accordance with the Documentation;

(b)  if the defect or liability is caused by Reseller, Customer or any third party product or service;

(c)  if the Cloud Service is used in conjunction with any product or service not provided by SAP;

(d)  for any Customer activities not permitted under the Agreement; or

(e)  for any claims or damages arising from inherently dangerous use of any of the Cloud Services provided under or in connection with the Agreement.

9.2.    No Cap on Liability

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

(a)  the parties' obligations under Sections 8.1.1 or 8.2 (excluding SAP's obligation under Section 8.1.1 where the third party claim(s) relates to Cloud Services 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 or any failure by Customer to pay Reseller any fees due for the Cloud Services.

9.3.    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 fees paid by Customer to Reseller for the applicable Cloud Service associated with the damages for that twelve (12)-month period. Any "twelve (12)-month period" commences on the Subscription Term start date or any of its yearly anniversaries. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL BE DEEMED TO IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. §§ 3729-3733.

9.4.    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

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

9.5.    Extension to group members

Any limitations to the liability and obligations of SAP according to this Section 9 will also apply for the benefit of SAP SE and any of its Affiliates and their respective licensors.

9.6.    SAP will not be obliged to provide an indemnity or damages where Customer has been fully compensated or indemnified for the same loss or damage under its agreement with Reseller.

**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 any derivative works of:

(a)  the Cloud Service;

(b)  SAP Materials;

(c)  Documentation; and

(d) any services, design contributions, related knowledge or processes, whether or not developed for Customer.

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

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 its 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 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, the pricing or any other related facts to any third party.

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. Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. § 552, which requires that information that does not fall under certain exceptions must be released when requested and, therefore, some information may be released despite being characterized as "confidential" by the disclosing party.

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

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.

## 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. No Waiver

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

13.2. Electronic Signature

Electronic signatures that comply with applicable law are deemed original signatures.

13.3. Trade Compliance

13.3.1. 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.

13.3.2. 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 to Customer.

13.4. Notices

All notices will be in writing and given when delivered to the address set forth in a Cloud 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.

13.5.   Assignment

Customer may not, without SAP's prior written consent, assign, delegate, pledge or otherwise transfer this Agreement, or any of its rights or obligations under this Agreement, or any SAP materials or SAP Confidential Information, to any party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation.  Assignment by SAP is subject to FAR 52.232-23 "Assignment of Claims" (May 2014) and FAR subpart 42.12 "Novation and Change-of-Name Agreements."

13.6.   Subcontracting

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

13.7.   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.

13.8.   Force Majeure

In accordance with GSAR 552.212-4(f), 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.

13.9.   Governing Law

This Agreement and any claims arising out of or relating to this Agreement and its subject matter shall be governed by and construed under United States Federal law.  Venue and statute of limitations shall be established by applicable Federal law. 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.

13.10.   Waiver of Right to Jury Trial

Each party waives any right it may have to a jury trial for any claim or cause of action arising out of or in relation to the Agreement.

13.11.   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 Section 3.4. This Agreement, however, shall not take precedence over any specific, negotiated terms contained in a Cloud Order Form. 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.