

SAP Cloud Order Form

Between **SAP America, Inc.**
3999 West Chester Pike
Newtown Square, PA 19073
("SAP")

And **Sample Co.**
First Street 123
00000 Anywhere
("Customer")

Customer ID: 456789
Case ID: 9012345

1. EFFECTIVE DATE

- 1.1. This Order Form as issued by SAP is a binding offer by SAP. It only becomes effective upon SAP's receipt of this Order Form signed by Customer ("**Effective Date**") on or prior to 04/09/2024.

2. CLOUD SERVICES

2.1. Cloud Service Order and Support

- 2.1.1. Customer subscribes to and SAP will provide the Cloud Services during the Subscription Term in accordance with the Usage Metrics and volume each as set forth in Schedule 1 or Customer receives Cloud Credits to activate cloud services from a specific price list.
- 2.1.2. Unless otherwise stated in Schedule 1 or in the applicable Supplement or otherwise chosen by Customer in an administrative cockpit provided by SAP, SAP will provide Customer with "SAP Enterprise Support Cloud Editions" for the Cloud Services as set forth in the Cloud Support Schedule.

2.2. Subscription Term

- 2.2.1. The initial subscription term of the Order Form will begin on the (first) Product Start Date and will be effective until the (last) Product End Date as set forth in Schedule 1 ("**Initial Subscription Term**").
- 2.2.2. Unless the Supplement states otherwise, the Initial Subscription Term and any renewal Subscription Term will automatically renew for terms of 12 months ("each a "**Renewal Subscription Term**"). Auto-renewal will not occur if Customer notifies SAP at least 1 month or SAP notifies Customer at least 6 months prior to the end of any Subscription Term of its intent to not renew the Order Form.

3. PAYMENT TERMS AND INVOICING

- 3.1. Customer shall pay all fees due to SAP 30 days of date of invoice. Unpaid fees will accrue interest at the maximum legal rate. Customer purchase orders are for administrative convenience and not a condition of payment. Payment is not dependent upon completion of any implementation or other services.
- 3.2. Unless the Supplement states otherwise, fees for the Cloud Services and Cloud Credits will be invoiced by SAP and paid by Customer yearly in advance. SAP will deduct fees or invoice Customer monthly in arrears for use of the Active Cloud Services in the preceding month as further set out in this Order Form.
- 3.3. The fee for the Initial Subscription Term is set forth in Schedule 1 as Total Net Fee. SAP may increase the fees for the Cloud Services and Cloud Credits in accordance with this Order Form.
- 3.4. If applicable, fees for non-recurring services will be invoiced by SAP on a one-time basis and paid by Customer upon commencement of the first Product Start Date.
- 3.5. Customer shall reimburse SAP for all appropriately documented travel and related expenses pre-approved by Customer and incurred by SAP in performing any support for the Cloud Service.

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

4. AUTHORIZED ADMINISTRATORS

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

Main contact name: Kim CIO
Main contact e-mail: CIO@SampleCo.com

Technical administrator name: Benja SysAdmin
Technical administrator e-mail: Benja@SampleCo.com

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

User Onboarding Token: 666aaa-111-bbb-2222-cccccc

User Onboarding Website: <https://account.sap.com/manage/onboarding/666aaa-111-bbb-2222-cccccc>

5. SUBSCRIPTION CLOUD SERVICES

5.1. Application

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

5.2. Specific Definitions

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

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

5.3. Excess Use

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

5.4. Fee Changes

The Cloud Services shall be subject to an annual fee increase of 3.3% effective on each anniversary of 27.04.2024. This increase shall apply in addition to the Annual Fee stated in Schedule 1 in this Order Form or the increased Annual Fee, as applicable. Not raising fees is not a waiver of SAP's right to do so.

6. ADDITIONAL TERMS

The Agreement is subject to the following modifications:

6.1. Product Development Schedule

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

6.2. Publicity

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

7. EXPORT RESTRICTIONS

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

8. REFERENCED DOCUMENTS

This Order Form is governed by and incorporates the following documents in effect as of the Effective Date. All documents are listed in order of precedence, and collectively referred to as the “**Agreement**”:

Document 1: This Order Form including Schedule 1 (“**Order Form**”)

Document 2: Supplemental Terms and Conditions for Cloud Services (“**Supplement**”) published under <http://www.sap.com/agreements-cloud-supplement>

Document 3: Support Schedule for Cloud Services (“**Cloud Support Schedule**”) published under <http://www.sap.com/agreements-cloud-support>

Document 4: Service Level Agreement for Cloud Services (“**SLA**”) published under <http://www.sap.com/agreements-cloud-service-level-agreement>

Document 5: Data Processing Agreement for Cloud Services, SAP Support and SAP Services (“**DPA**”) (The DPA will serve as a commissioned written data processing agreement) published under <https://www.sap.com/data-processing-agreements>

Document 6: General Terms and Conditions for Cloud Services (“**GTC**”) published under <https://www.sap.com/about/trust-center/agreements/General Terms and Conditions for Cloud Services>

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

Accepted by:

Sample Co.
(Customer)

Not for signature

Name:

Title:

Date:

**Schedule 1
Pricing Summary**

From 27/04/2024 To 26/04/2027

SAP Cloud Service	Usage Metric	Usage Metric Limitation	Annual Fee	Product Start Date	Product End Date	Total Fee in USD
SAP SFSF Recruiting	1 Users	1	10.00	27/04/2024	26/04/2027	30.00
Total Net Fee						30.00
Period From 27/04/2024 To 26/04/2027						30.00
Total Net Fee						30.00

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

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

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

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