

**Order Form
for SAP Cloud Services**

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 07.27.2022.

2. CLOUD SERVICES

2.1. Cloud Service Order and Support

2.1.1. Customer subscribes to and SAP will provide the SAP Cloud Services during the Subscription Term in accordance with the Usage Metrics and volume each as set forth in Schedule 1.

2.1.2. Unless otherwise stated in Schedule 1, SAP will provide Customer with "SAP Enterprise Support, cloud editions" for the Cloud Services as set forth in the Support Policy for SAP Cloud Services.

2.2. Subscription Term

2.2.1. The initial Subscription Term for the relevant Cloud Service will begin on the Product Start Date and will be effective until the Product End Date as set forth in Schedule 1 ("**Initial Subscription Term**"). If there are different consecutive Product Start Dates and Product End Dates set forth in Schedule 1 for the same Cloud Service, the initial Subscription Term will run from the first Product Start Date to the last Product End Date for such Cloud Service.

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 within 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,

- a) fees for the Cloud Services excluding fees for the Active Cloud Services; and
- b) Cloud Credits

will be invoiced by SAP and paid by Customer yearly in advance.

- 3.3. The current fee for the Cloud Services is set forth in Schedule 1 as Total Fee. SAP may increase the Cloud Services fees 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**

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

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 CPEA Cloud Services and Pay-As-You-Go Cloud Services.

5.2.2. **“Excess Use”** means any use of the Cloud Service that exceeds the Usage Metrics and their volume stated in the pricing table in this Order Form listing the Cloud Services.

5.3. Excess Use

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

5.4. Fee Changes

The Cloud Services shall be subject to an annual fee increase of 3.3% effective on each anniversary of 07.28.2022. This increase shall apply in addition to the Annual Fee stated in the pricing table in this Order Form. Not raising fees is not a waiver of SAP's right to do so. SAP may increase fees if Customer elects to reduce any Cloud Service, Usage Metrics or volume for any renewal Subscription Term.

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

8.1. Table of Agreement

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 shall collectively be referred to as the "Agreement":

No.	Agreement	Location
1.	This Order Form including Schedule 1 ("Order Form")	
2.	Cloud Service Supplemental Terms and Conditions ("Supplement")	https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?sort=title_asc&search=Supplement&tag=language:english
3.	Support Policy for SAP Cloud Services ("Cloud Support Policy")	https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?sort=title_asc&search=Support&tag=language:english
4.	Service Level Agreement for SAP Cloud Services ("SLA")	https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?sort=title_asc&search=Service%20Level%20Agreement&tag=language:english
5.	Data Processing Agreement for SAP Cloud Services ("DPA")	https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?sort=title_asc&search=Data%20Processing&tag=language:english
6.	General Terms and Conditions for SAP Cloud Services ("GTC")	https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?sort=title_asc&search=General%20Terms%20and%20Conditions&tag=language:english

8.2. Review

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 07/27/2022 To 07/26/2023

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	30.00	27/07/2022	26/07/2023	30.00
Total Net Fee (*)						30.00
Period From 12/31/2021 To 12/30/2022						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.

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

- a) the name of the SAP Cloud Service includes "Cloud Platform Enterprise Agreement" or "Cloud Platform Voucher", in which case the Usage Metric Limitation shows the amount of (Gross) Cloud Credits available for a 12-month period; or
- b) the name of the SAP Cloud Service includes "Pay-As-You-Go".