Order Form
for SAP On Premise Software and Support

Between

SAP America, Inc.
3999 West Chester Pike
Newtown Square, PA 19073

("SAP")

and

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

Customer ID: 123456
Case ID: 123456789

1. EFFECTIVE DATE

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 duly signed by Customer ("**Effective Date**") on or prior to on or prior to 01/01/1989.

2. SOFTWARE AND LICENSE FEES

2.1. Customer receives the right to Use the software products for the Commercial Installation in line with the metric and quantities set forth in Schedule 1 ("**Software**") in accordance with the terms and conditions of the Agreement for the Total License Fee set forth in Schedule 1.

2.2. Affiliate Use

If Customer has an Affiliate with a separate software license and/or SAP support agreement with SAP SE, any SAP SE affiliate (including SAP) or any other distributor of SAP software ("**Separate Agreement**"), the Software must not be used to run such Affiliate's business operations and such Affiliate will not receive any SAP Support as set forth in this Order Form even if the Separate Agreement has expired or is terminated.

3. SAP SUPPORT AND SAP SUPPORT FEES

3.1. SAP will provide Customer with SAP Enterprise Support for the Software as set forth in the SAP Support Schedule and Customer must pay the SAP Support Fee which is shown as an annual amount. The Initial Annual Support Fee is set forth in Schedule 1.

3.2. The SAP Support Fee is priced at the Support Percentage multiplied by the Maintenance Base set forth in Schedule 1, whereby " **Support Percentage** " means the Initial Support Percentage set forth in Schedule 1 or any increased support percentage.

3.3. Support Term

3.3.1. SAP Support will start on the first day of the month following the Effective Date and will end on 31st December of the next full calendar year (except if the first day of the month following the Effective Date falls on 1st January, in which case the initial term will run until 31st December of the same calendar year) ("**Initial Term**").

3.3.2. After the Initial Term, SAP Support will automatically renew for subsequent one-year periods (each a "**Renewal Term**") whereby the first year immediately following the Initial Term will be defined as "**1st Renewal Term**".

3.4. Fee Increase

3.4.1. The Initial Annual Support Fee will remain unchanged for the Initial Term and the 1st Renewal Term.

3.4.2. Thereafter, SAP may increase the SAP Support Fee by giving Customer three months' notice prior to the end of each Renewal Term by the percentage increase in the Index, applied on a cumulative year-over-year basis starting from either the Effective Date or, if a fee increase already happened, the Index used in the last fee increase notice, whichever occurred later ("**Fee Increase**"). Index means the U.S. Consumer Price Index (CPI) for All Urban Consumers (CPI-U) published by the U.S. Bureau of Labor Statistics.

3.4.3. Not raising fees is not a waiver of SAP's right to do so.

4. PAYMENT TERMS AND INVOICING

4.1. All fees are in the currency set forth in Schedule 1 and do not include Taxes. Customer must pay the Total License Fee within 30 days of date of invoice and the SAP Support Fee within 30 days of date of invoice.

4.2. The Total License Fee and the SAP Support Fee will be invoiced upon execution of this Order Form.

4.3. For the first part of the Initial Term, the SAP Support Fee the SAP Support Fee will be invoiced on a pro-rata basis from the first day of the month following the Effective Date. Thereafter, the SAP Support Fee will be invoiced annually in advance.

4.4. Customer agrees that SAP may provide invoices electronically. Customer must provide a contact person and email address for such purposes.

SAMPLE

5. DELIVERY OF SOFTWARE

Customer confirms that it can electronically download the Software by using the software download information set forth below at SAP's Customer Support Website at https://support.sap.com/:

User ID: ..... Passcode: .....

SAP will deliver the version of the Software that is current at the time of the Effective Date.

6. EXPORT RESTRICTIONS

Customer may not export, transfer or Use the Software and may not use SAP Support, Documentation and/or other SAP Materials in any country where these may not be used according to the export control and trade sanctions laws of the United States, Canada, the EU, and Germany and/or any other applicable export control and trade sanctions laws. Customer may not permit the export, re-export, transfer or Use of the Software and may not grant the use of SAP Support, Documentation and/or other SAP 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.

7. ADDITIONAL TERMS

SAP may include Customer's name and licensed Software in SAP customer lists and earnings communications.

The territory is worldwide, subject to applicable export control laws as may be updated from time to time by the applicable jurisdiction and subject to the sections dealing with regulatory matters/export laws of the Order Form and the GTC ("Territory").

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. All Order Forms previously executed and in effect under the GTC are integral to this agreement, collectively form a single agreement, and are referred to herein as the "**Agreement**".

No.	Agreement	Location
1.	This Order Form including Schedule 1	
2.	Software Use Rights ("**Use Terms**")	https://www.sap.com/about/agreements/product-use-and-support-terms.html?tag=agreements:product-use-support-terms/on-premise-software/software-use-rights
3.	SAP Support Schedule ("**SAP Support Schedule**")	https://www.sap.com/about/trust-center/agreements/on-premise/product-use-and-support-terms.html?tag=agreements:product-use-support-terms/on-premise-software/support-terms
4.	SAP Software License Agreement ("**GTC**")	https://www.sap.com/about/agreements/general-terms-and-conditions.html?tag=agreements:general-terms-and-conditions/on-premise-software

Customer has had the opportunity to review the Agreement, including, without limitation, the Use Terms, SAP Support Schedule, and GTC prior to executing this Order Form. SAP recommends that Customer prints copies of these documents for Customer's records.

For the purposes of this Agreement, any references to "Licensee" means "Customer" and vice versa.

All defined terms used in this Order Form have the meaning stated in the Agreement.

Signatures sent by fax, pdf, email, DocuSign or other electronic means for which a process has been provided by SAP will be deemed original signatures.

Accepted by:

||VAR:CPNAME01||
(Customer)

Name: _____

Title: _____

Date: _____

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Schedule 1

Pricing Summary and List of Software

Total License Fee	..... EUR

Support Type	SAP Enterprise Support
Initial Support Percentage	..... %
Maintenance Base	..... EUR
Initial Annual Support Fee	..... EUR

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

Software

Product	TPP	SAV	HSAV	DSC	Sales Unit	Blocks of (units)	Licensed Quantity	Net License Fee
SAP S/4HANA for commodity management for physical contracts			X	X	Revenues	10.000	60	.....
SAP HANA, runtime edition for applications & SAP BW - New/Subsequent				X	HSAV	1	1	.....

Legend:

TPP "Third Party Product": 'X' indicates the software product is a Third Party Product licensed from SAP

SAV "SAP Application Value": 'X' indicates that the product is part of the SAP application value and thus relevant for runtime databases licensed by SAP.

HSAV "HANA SAP Application Value": 'X' indicates that the product is part of the HANA SAP application value and thus relevant for HANA runtime databases licensed by SAP

DSC “Discountable" Product

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

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