Order Form No. 302454666 ("Order Form")

effective June 30, 2017 ("Effective Date")

between

SAP Public Services Inc

3999 West Chester Pike

Newtown Square, PA 19073

(hereinafter "SAP")

and

The School Board of Broward County, Florida

7720 West Oakland Park Blvd

Sunrise, FL 33351 – 6704

(hereinafter "Licensee" or "Licensee")

Contact Person SAP	Email - Ed.Rivera@sap,com Mobile - 1 215 498-4823
Contact Person Licensee	Email - Ed.hineline@browardschools.com Mobile - 754-321-0288

SAP and Licensee agree that this Order Form is a binding agreement for Services governed by the SAP Services General Terms and Conditions ("GTC") (brought before the Board on this agenda as a separate item), including any document referred to therein as accepted between SAP and Licensee upon execution of both parties and the Service Descriptions (the pre-defined descriptions of services found in Exhibit 3 at the end of this document) in effect as of this Order Form Effective Date. In the event of any inconsistencies between the GTC's and any documents referred to therein or attachments thereto, this Order Form and the Service Descriptions prevail.

Capitalized terms in this Order Form but not defined will have the meaning defined in the Master Agreement or applicable Service Description. Some versions of SAP agreements use the term "Customer" in place of "Licensee". For purposes of this Agreement including Order Form and referenced Service Descriptions and Scope Document attached hereto, references to "Customer" shall mean "Licensee".

1. **SAP Services**. The Services to be delivered to Licensee under this Order Form consists of the services specified in the applicable Service Descriptions and the Scope Documents attached to this Order Form.

   The following table provides a summary of the applicable Scope Documents and Service Descriptions for the Services to be delivered under this Order Form:

Service Description	Scope Document
SAP Implementation - On Premise and Private Cloud	Scope Document 1 – ECC Migration Services

2. **Invoicing.** SAP will mail invoices to the following Licensee billing address:

Attn: Edward J. Hineline

The School Board of Broward County, Florida

7720 West Oakland Park Blvd

Sunrise, FL 33351

Unless otherwise stated herein, payment shall be made net thirty (30) days from the date of SAP's invoice.

Notwithstanding anything to the contrary, Licensee acknowledges and agrees that: i) it must provide SAP with a valid purchase order for the Services to be delivered under this Order Form, and SAP shall have no obligation to commence delivery of Services hereunder until it receives such purchase order; ii) such purchase order shall be governed by the terms of the Agreement and this Order Form; and iii) should SAP, in its sole discretion, elect to commence delivery of Services hereunder in advance of its receipt of a purchase order, the same shall not operate as a waiver of any of SAP's rights (including, without limitation, SAP's right to stop its performance of Services at any time during the period where the purchase order remains outstanding).

SAP contact for invoice questions: Ed Rivera Ed.Rivera@sap.com**, 215-498-4823**

Licensee contact for payment questions: Edward J. Hineline; ed.hineline@browardschools.com **, 754-321-0288**

3. **Fees and Payment Terms:**

Service Fees under this Order Form, are:

3.1 Services Fees:

The Service Elements as specified in Scope Document 1 currently assigned and the associated Services Fees are as follows:

Service Element	Rate per Day	Days	Total
Program Management	$3,159.52	72	$227,485
Project Management	$2,617.89	120	$314,147
Project Management Support	$1,985.98	27	$53,622
Quality Assurance Consulting and Management	$3,159.52	16	$50,552
Project Management Office Support	$541.63	48	$25,998
Functional and Technical Lead Services	$2,617.89	317	$829,870
Execution Services	$1,985.98	454.5	$902,630
Execution Support Services	$541.63	350	$189,571
		1404.5	$2,593,876

The estimated Services Fees are **USD $2,593,876** SAP is responsible for all travel and expense and Broward will not incur any cost. This estimate is for Licensee's budgetary and SAP's resource scheduling purposes only and is non-binding. The estimate is based on the information provided by Licensee to SAP and SAP's understanding of the Project scope, based on Licensee information. The estimated fees, timeline and scope may be subject to change and the total actual amount of Services provided will be invoiced based on time and material. Services Fees shall be payable monthly in arrears and payment is due net thirty (30) days from the date of SAP's invoice.

The Services will be provided between the Expected Start Date: December 4, 2017 and the Expected End Date: June 22, 2018.

The Expected Start Date and Expected End Date are estimated dates only. This Order Form will remain in effect until the Services agreed have been concluded unless otherwise agreed between the parties in writing.

The daily rate is based on 8 hours of work daily.

3.2. Service Location

The location for the Services provided hereunder is identified by Licensee as: *7720 West Oakland Park Blvd, Sunrise, FL 33351* ("Service Location"). Licensee is a corporate body and political subdivision of the State of Florida and shall provide a valid tax-exempt certificate upon execution of this agreement.

The selection, staffing and deployment location of resources assigned or deployed to deliver Services is at SAP's sole discretion. In the event of a conflict, Licensee reserves the right to request removal of assigned staff by providing written notice to SAP

4. Deliverable for this order form are defined as SAP Monthly invoice and weekly project status report.

5. **Term:** The term of this Order Form shall commence at the Effective Date and shall continue until all Services under this Order Form are completed or terminated ("Term").

6. **Validity of Offer:** The validity of this offer will expire on September 15, 2017 unless sooner executed by Licensee and SAP, or extended in writing by SAP.

Accepted by:
SAP Public Services, Inc
(SAP)
By: Dina M. Kennedy
Title: Vice President
Date: September 01, 2017

Commonwealth of Pennsylvania
County of Chester
Sworn to and subscribed before me
this 1st day of Sept., 2017

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Theresa C. DiLibero, Notary Public
West Vincent Twp., Chester County
My Commission Expires May 23, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

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For LICENSEE (SBBC)

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____

Abby M Freedman, Chair

_____

(Date)

ATTEST:

_____

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Janette M. Smith Digitally signed by Janette M. Smith
Date: 2017.09.05 11:45:49 -04'00'

Office of the General Counsel

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Exhibit 1

Scope Document 1

Scope Document for Assemble to Order Implementation

The SAP Service Description for SAP Implementation - On Premise and Private Cloud English v10.2015 (hereinafter: Service Description) forms an integral part of this Scope Document. This Scope Document shall be incorporated herein as Exhibit 1.

Project Scope

SAP will provide Services to Customer to assist Customer with the implementation of the Customer's ECC Upgrade and OS/DB Migration to ECC on HANA using SUM DMO Project.

1.1. Scope

This section lists scope items and building blocks that are in scope. A scope item is a unique unit of solution scope, for example, a business process. A building block is a unique unit of configuration or implementation work. Any changes to scope will be subject to a Change Request which requires an Amendment to this agreement using the template found in Exhibit 2.

1.1.1 ECC and Portal Migration (50116585)

The Rapid Database Migration of SAP Business Suite to SAP HANA covers the following migration key tasks:

- Key Task 1: Upgrade and Database Migration with DMO of SUM [1]
- Key Task 2: Database Migration with SWPM [2]

[1] Database Migration Option (DMO) of Software Update Manager (SUM)

[2] Software Provisioning Manager (SWPM)

SAP will provide the scope included in the SAP Best Practices scope items and building blocks in this section. A scope item is a unique unit of solution scope, for example, a business process. A building block is a unique unit of configuration or implementation work. All scope items and building blocks are published by SAP online and each one can be found using its unique identifier.

Key Task 1: Upgrade and Database Migration with DMO of SUM

Scope Options (Scope Item Groups)	Scope Item	Scope Item / Business Process Name	Building Block IDs
Foundation	HS4	Foundation	HS1 (ERP)
Upg + DB Mig (DMO)	HS4	Upgrade and DB Migration with DMO of SUM	HS1 (ERP))

Key Task 2: Database Migration with SWPM

Scope Options (Scope Item Groups)	Scope Item	Scope Item / Business Process Name	Building Block IDs
Foundation	HS4	Foundation	

Scope Options (Scope Item Groups)	Scope Item	Scope Item / Business Process Name	Building Block IDs
DB Mig (SWPM)	HS4	Database Migration with SWPM	

The following Customer Defined Options were selected by the licensee:

Scope Item	Scope Details	Customer Defined Options
Key Task 1: Upgrade and Database Migration with DMO of SUM	Combined technical enhancement package upgrade and database migration of the SAP Business Suite source system landscape (SAP ERP 6.0) to the SAP Business Suite target system landscape on SAP HANA (EhP 8 for SAP ERP 6.0) using the Database Migration Option (DMO) of Software Update Manager (SUM). The upgrade and the database migration is performed on the following systems: - Sandbox System (SBX) - Development System (DEV) - Quality Assurance (QA) - Production System (PRD)	No downtime optimization is performed.
Key Task 2: Database Migration with SWPM	Database migration of the SAP Enterprise Portal 7.02 source system landscape to SAP Enterprise Portal on ASE using the Software Provisioning Manager (SWPM). The database migration is executed on the following systems: - Sandbox System (SBX) - Development System (DEV) - Quality Assurance (QA) - Production System (PRD)	No downtime optimization is performed. Migrate up to fourteen (14) forms from SAP Enterprise Portal 7.02 to 7.50. Eleven (11) of these forms are SAP Smart Forms that are called by an ABAP Web Dynpro application.

1.1.2 SAP Process Integration Migration

The following Customer Defined Options were selected by the licensee:

Key Task 3: Process Integration Migration

Scope Options (Scope Item Groups)	Scope Item / Business Process Name
Key Task 3: Integration Foundation	Mandatory Integration foundation containing activities such as project preparation, project kick-off, review functional specifications, knowledge transfer workshop, testing, deployment, go live support
PI migration	Migration of an existing SAP Exchange Infrastructure XI 3.0, Process Integration 7.0, 7.1x, 7.3x, 7.4 system to the latest version of SAP Process Integration

Scope Item	Scope Details
Key Task 3: Process Integration	New installation of SAP Process Integration (performed by licensee) and a migration of the Process Integration production source system interface content to SAP

migration with Process integration tools	Process integration Development system using SAP Process integration tools. Once the interfaces are migrated, they are transported to QA and Production using Process Integration transport tools.

SAP will assist the licensee to migrate the following Licensee's nineteen (19) classical interface configuration scenarios from the Process Integration 7.02 source system to the Process integration target 7.5 system. For the purposes of assisting, SAP defines this as advising Licensee with technical aspects of the SAP portion of the interfaces. Licensee is fully responsible for testing and validation of the interfaces and any required coordination with cloud provider or 3rd party vendor.

	Interface Name	**Direction**	**Description**
1	FI18_MOVE_TO_HOLD_SERVER	Server to Server	Move Compass inbound to hold server
2	BIDDGL002001_Inbound_Compass_Interface	Inbound	Post Compass Inbound to SAP
3	FI14_Payroll_Pos_Pay_PRD	Outbound	Positive Pay Extract from SAP
4	FI14_Payroll_Pos_Pay_FTP	Outbound	FTP Positive Pay to Bank of America
5	FI14_Pos_Pay_PRD	Outbound	Extract from SAP
6	FI14_Pos_Pay_FTP	Outbound	FTP Positive Pay to Bank of America
7	FI15_Electronic_Invoice_Processing_FPL	Inbound	Post FPL bill to SAP
8	FI23_Inbound_POS_Interface	Inbound	Post Food Service Point of Sale to SAP
9	FI59_EBS_FTP	Inbound	Retrieve Electronic Bank Statement from Bank of America
10	FI59_EBS_PRD	Outbound	Post Electronic Bank Statement to SAP
11	FI9_ACH_PRD	Outbound	ACH Extract from SAP
12	FI9_ACH_FTP	Outbound	FTP ACH to Bank of America
13	FI9_Child_Support_ACH_PRD	Outbound	ACH Extract from SAP
14	FI9_Child_Support_ACH_FTP	Outbound	FTP ACH to Bank of America
15	MM12_Inbound_Compass_Interface	Inbound	Post Compass material issues to SAP
16	MM31_STO	Inbound	Post Food Service Stock Transport Orders
17	MM32_Inv	Inbound	Post Food Service inventory transactions
18	PAY10_AFLAC_FTP	Inbound	Retrieve File from Aflac
19	PAY10_AFLAC_PRD	Server to Server	Move Aflac file to Payroll server

The interface scenarios in the source SAP Process Integration system use standard Adapters like SFTP, File, RFC, and iDoc.

1.1.3 Licensee Specific Delta Scope

Scope Item	Scope Details
Solution Manager knowledge transfer	SAP will assist with connecting the system to Solution Manager and setting up early watch report.

Functional Pre-requisites

There are no functional pre-requisites for the project.

Software Installation

This Project is based on a four (4) system landscape: Sandbox, Development, Quality Assurance, and Production Environment. The mandatory SAP Software and any third-party Software (if required) will be installed either before or during the Project as indicated below.

Three key tasks in scope are described for the project.

- ECC migration – Key Task 1
- Portal migration – Key Task 2
- Process Integration migration – Key Task 3

1.1.4 ECC migration

Key Task 1 describes a combined upgrade and database migration of an existing SAP Business Suite source system landscape of a lower release SAP ERP 6.0x to the SAP Business Suite target landscape on SAP HANA (EhP 8 for SAP ERP 6.0) using the Database Migration Option (DMO) of Software Update Manager (SUM). The upgrade and database migration is executed in one step.
The source ECC system is already Unicode enabled and uses new GL. A Unicode and new GL conversion is not required.

The ECC landscape is based on a four (4) system landscape – consisting of

- One (1) sandbox system (SBX)
- One (2) development system (DEV)
- One (3) quality assurance system (QAS)
- One (4) production system (PRD)

The sandbox system is used for a test run and must be temporarily set up based on a copy of the Production system.
SAP HANA databases must be available prior to project start. SAP reviews the SAP HANA databases as part of the Project.
SAP will migrate the SAP Business Suite ECC ABAP system landscape to SAP Suite on HANA (SoH).

The licensee will have the following software installed on all servers in the system landscape before the start of the Project as follows:

1. Minimum SAP ERP 6.0x SP17 for software component SAP_BASIS SAP NetWeaver Application Server ABAP only, Unicode.
2. There are several database platforms, which are supported as source databases for the migration.
   Check SAP Note 1813548: Database Migration Option (DMO) of SUM 1.0 up to SP13 and SAP Note 1680045: Release Note for Software Provisioning Manager 1.0 SP 08 for updates on these restrictions. For information about released OS/DB combinations, Industry Solutions and languages, see SAP Product Availability Matrix (PAM).

The licensee will download the following software from the SAP Service Market Place:

1. EHP8 FOR SAP ERP 6.0 latest SPS
2. Software Logistics Toolset 1.0 SPS13 minimum
3. SAP HANA Platform Edition 1.0 SPS10 minimum

If the licensee is currently using Enterprise Portal, Business Warehouse and/or Process Integration in conjunction with SAP Business Suite applications, an upgrade of those SAP NetWeaver Systems to 7.30 or higher need to be performed before the upgrade to SAP Business Suite 7 Innovations 2013 can take place. For more information about the Version Interoperability within the SAP Business Suite, see SAP notes 1388258 and 1951805.

Key Task 2 describes a combined upgrade and database migration of a SAP Enterprise 7.02 source system landscape to the SAP Enterprise target landscape 7.50 using the Database Migration Option (DMO) of Software Update Manager (SUM). The upgrade and database migration is executed in one step.
The system is already on Unicode and new GL. A Unicode and new GL conversion is not required.

The SAP Enterprise Portal landscape is based on a four (4) system landscape – consisting of

- One (1) sandbox system (SBX)
- One (2) development system (DEV)
- One (3) quality assurance system (QAS)
- One (4) production system (PRD)

Key Task 3 describes a new installation of SAP Process Integration (responsibility of licensee) and a migration of the Process Integration 7.02 production source system content to SAP Process Integration 7.5 Development system using SAP Process Integration tools (SAP assists licensee). Once the interfaces are migrated, they are transported to QA and Production according to the project plan.

The SAP Process integration landscape is based on a four (4) system landscape – consisting of

- One (1) sandbox system (SBX)
- One (2) development system (DEV)
- One (3) quality assurance system (QAS)
- One (4) production system (PRD)

1.1.5 Non-Preassembled Installation

The following mandatory Software will be installed either before or during the Project as indicated below:

Product	Product Version / Support Package	Component	SBX System When	SBX System By Whom	DEV System When	DEV System By Whom	QA System When	QA System By Whom	PRD System When	PRD System By Whom
SAP HANA Platform Edition	SAP HANA Platform Edition 1.0 SPS10 minimum	SAP HANA Database 1.0 SAP HANA Studio 1.0	During this project	Licensee	During this project	Licensee	During this project	Licensee	During this project	Licensee

Product	Product Version / Support Package	Component	SBX System When	SBX System By Whom	DEV System When	DEV System By Whom	QA System When	QA System By Whom	PRD System When	PRD System By Whom
		SAP HANA Client 1.0 SAP Host Agent 7.20 SAP HANA Lifecycle Manager 1.0 SAP HANA AFL 1.0								
SAP ERP	ECC	Not applicable	During this project	Licensee	During this project	Licensee	During this project	Licensee	During this project	Licensee
(SL) Software Logistics Toolset	Software Logistics Toolset 1.0 SPS13 minimum	Software Update Manager 1.0 Software Provisioning Manager 1.0	During this project	SAP	During this project	SAP	During this project	SAP	During this project	SAP
SAP Solution Manager	SAP Solution Manager 7.0 EHP1 SPS23 minimum or SAP Solution Manager 7.1 SPS10 minimum	SAP Solution Manager	During this project	Licensee	During this project	Licensee	During this project	Licensee	During this project	Licensee
SAP Process Integration	7.5	AEX, BPM, BRM	During this project	Licensee	During this project	Licensee	During this project	Licensee	During this project	Licensee

If the SAP Software is to be installed during the Project, this will be mutually agreed between SAP and Customer as part of the project plan. Any migration prerequisites that are not met may cause a delay to the project and would be subject to the change order process.

SAP Solution Manager and Project Management Tools

Licensee will install SAP Solution Manager 7.2 with the latest support package.

Integration Scope

No third party Integration Points are in scope for this Service.

Workflow, Reports, Interfaces, Conversions, Enhancements / Exits and Forms

The following Workflows, Reports, Interfaces, Conversions, Enhancements / Exits and Forms have been identified as part of the scope of SAP Services.

Number	Type	Description
11	Smart Form & Web Dynpro application	For the Adobe Interface Forms we expect a re-implementation of five (5) SAP Smart Forms of high complexity that are called by an ABAP Web Dynpro Application of low complexity, and a re-implementation of six (6) SAP Smart Forms of low complexity that are called by an ABAP Web Dynpro Application of low complexity.

Design workshops may reveal additional Workflows, Reports, Interfaces, Conversions, Enhancements / Exits and Forms (WRICEF's) which are required as part of Licensee's Project or change the complexity status of the 11 forms noted in the above table. Any additional WRICEF's identified as part of this process will be subject to the Change Request process.

Workflows, Reports, Interfaces, Conversions, Enhancements / Exits and Forms are not managed or delivered into, or intended for future inclusion as, a standard component of the SAP Software. Therefore, following delivery, they will not be subject to any support services, defect resolution, maintenance, or upgrades or in any way be within scope of SAP support obligations for licensed SAP Software. The Licensee is solely responsible for supporting such objects delivered. SAP does not assure the compatibility of such objects with future releases of SAP Software or other SAP solutions.

Project Approach

SAP will follow the applicable parts of the SAP Activate methodology as stated below.

The main project activities are detailed below with the assumed lead and support responsibility indicated. The Customer and SAP will be responsible for performing their respective Project activities as defined by the project methodology.

Customer acknowledges and agrees that failure on the part of Customer to meet or fulfil any of the specified Customer responsibilities or requirements in this document might result in a delay in the Project and/or a Change Request for additional SAP resources, an increase in project fees and/or a change in the schedule. The schedule may also be extended by circumstances that are outside SAP's control e.g. industrial disputes or non-availability of resources and the time required to restart after the situation is resolved.

SAP and Licensee will execute the key Project activities as follows:

(R) Responsible	Has responsibility, at a tactical level, for the execution of the task. This is the "Doer". Answers to the 'Accountable' person.
(A) Accountable	Has approval authority. Provides guidance and strategic direction in the execution of a task through delegation to the 'Responsible' person; may contribute, but does not necessarily execute the task.

(C) Consulted	Has the opportunity to provide input when a decision affects his/her area. Will be conferred with prior to decisions being made or approval being granted, but does not make the final decision or grant approval.
(I) Informed	Is notified after any decision has been made, yet before action has been taken.
(A/R) Accountable/Responsible	Has approval authority and tactical responsibility. Provides guidance and strategic direction in the execution of a task and executes the task. The "Doer" as well as the "Approver"

Key Project Management Activities	SAP	Licensee
Establish and maintain project work plan	R	A
Project status reporting	R	A
Project issue tracking	R	A
Project budget tracking	C	A/R
Project team communication	C	A/R

Task	SAP	Customer
Cross Phase Tasks		
Maintain and update relevant project management documents, e.g. project plans, risk and issue logs and status reports	R	A
Project budget tracking	C	A/R
Project team communication	C	A/R
Organizational change management activities, training and knowledge transition activities. Organizational change management includes, but is not limited to the following: communication plan, organizational transition plan, business readiness for go live, design and roll-out of end-user training, coordination with remote sites, and project communication to the company.	I	A/R
Check that key users are available for all workshops and project activities as needed.	I	A/R
Manage any third parties engaged on the Licensee's Project.	I	A/R
Perform and manage system administration tasks.	I	A/R
Before the start of the Service, provide a remote service connection to SAP according to SAP note 35010. The service connection should allow access to the following programs (e.g. via a Windows Terminal Server): SAP HANA Studio, SAP Logon GUI, Internet Explorer. The windows terminal server requires an installed JDK. Ensure connection to all SAP Software throughout the Service.	I	A/R
Prepare Phase		
Prepare Project		
Prepare Team Onboarding Document	A/R	I
Carry out preparatory steps as needed to deploy the solution.	C	A/R

Task	SAP	Customer
Prepare a project schedule. SAP is responsible for SAP activities and Customer is responsible for Customer activities.	A/R	C
Prepare a project structure, agree on roles, standards for design and functional specification documentation.	R	A
Prepare the kick-off workshop presentation and an agreed kick-off workshop schedule and list of participants.	R	A
Installation Preparation		
Install operating system as required for installation of SAP Solution Manager.	C	A, R
Confirm, in writing, completion of pre-requisites.	C	A/R
Prepare the Sandbox and/or Development Environment and provide SAP with access to activate the solution scope and install software if specified in section 1.5.	C	A, R
Review the SAP HANA installation for the sandbox and development environment.	I	A/R
Install SAP Solution Manager as detailed in section 1.6.	I	A, R
Project Kick-Off		
Communicate the delivery approach: project objectives, structure, roles and responsibilities, schedule, communication standards, change request process and decision making process.	R	A
Confirm the planned Project schedule by Project phase.	R	A
Explore Phase		
Validation Workshops		
Organize workshops.	R	A
Confirm Selection of Customer Defined Options for all Rapid-Deployment Solutions and Engineered Services as listed in section 1.1. SAP will assist the Customer with the confirmation of these options.	C	A, R
Produce a prioritized list of identified gaps for configuration changes, roles/authorization changes, Workflows, Reports, Interfaces, Conversions, Enhancements / Exits and Forms and assess impact on project schedule and budget.	R	A
Agree on any changes in scope as an outcome of the validation workshop. Any changes in scope not covered per this Scope Document is subject to a Change Request.	A/R	C
Conduct workshops to design the solution for the agreed delta scope items (Development objects only).	R	A
Determine and review options for resolving the gaps between the standard scope and Customer requirements identified in validation workshop.	R	A
Record decisions, assumptions and business impacts.	R	A
Prepare solution design document covering delta scope and gaps.	A/R	C
Confirm solution design document. Work will not start on the Realize phase until the document is confirmed.	R	A

Task	SAP	Customer
Functional and Technical Design		
Produce functional specification documents for Workflows, Reports, Interfaces, Conversions, Enhancements / Exits and Forms as identified in the delta scope design workshops.	R	A
Produce technical specification documents for Forms as identified in the delta scope design workshops (see section 1.6 above).	R	A
Confirm the functional and technical specifications meet the agreed requirements.	I	A/R
Realize Phase		
Cycle 1 – ECC/ Portal SBX – Prod Copy/Migration		
SSO Design and Validation	C	A/R
System Copy of Production	I	A/R
Upgrade and Migrate ECC to HANA with DMO	A/R	C
Technical Post Migration Activities in ECC to make operational	A/R	C
Integration and configuration post Migration activities in ECC	C	A/R
Upgrade and Migrate Portal to ASE with SWPM	A/R	C
Remediation of Licensee created ABAP programs	I	A/R
Cycle 1 Functional testing	C	A/R
Cycle 2 – ECC / Portal Dev Migration/Test		
Upgrade and Migrate ECC to HANA with DMO	A/R	C
Technical Post Migration Activities in ECC to make operational	A/R	C
Integration and configuration post Migration activities in ECC	C	A/R
Upgrade and Migrate Portal to ASE with SWPM	A/R	C
Transport remediated code from sandbox to development	C	A/R
ABAP Code Validation	I	A/R
Development Unit Testing	C	A/R
Functional Testing (code adjustment, functional, performance, etc.)	C	A/R
Cycle 2 - Process Integration Migration		
Install Process Integration System in cloud provider's environment	I	A/R
Prepare interfaces in source system	C	A/R
Migrate interfaces in PI	R	A
Configure Interfaces	C	A/R

Task	SAP	Customer
Unit test interfaces	C	A/R
Knowledge Transfer		
Shoulder to shoulder continuous knowledge transfer.	R	A
Prepare knowledge transfer materials (migration cookbook/technical specs for forms)	R	A
Prep for Quality Assurance Environment		
Prepare the Quality Assurance Environment for transports and check the right resources are available to transport the solution.	C	A/R
Import the solution into the Quality Assurance Environment.	C	A/R
Set up Customer Authorization Profiles for End Users		
Define, design and set up end-user authorization profiles for the solution.	C	A/R
Cycle 3 – ECC/Portal QAS Migration		
Upgrade and Migrate ECC to HANA with DMO	A/R	C
Technical Post Migration Activities in ECC to make operational	A/R	C
Integration and configuration post Migration activities in ECC	C	A/R
Upgrade and Migrate Portal to ASE with SWPM	A/R	C
Transport & Reconciliation	C	A/R
Integration Test		
Finalize the integration testing approach and test plan.	C	A/R
Develop test scenarios and test scripts for Customer testing. Customer can evaluate the re-use of content from SAP's unit test scripts.	C	A/R
Prepare and set up test data.	C	A/R
Perform integration test.	C	A/R
Manage test status and produce test report; document and prioritize all testing issues/defects encountered.	C	A/R
Cycle 4 - ECC/Portal migration – Staging Migration/Performance Build		
System Copy of Production	C	A/R
Upgrade and Migrate ECC to HANA with DMO	A/R	C
Technical Post Migration Activities in ECC to make operational	A/R	C
Integration and configuration post Migration activities in ECC	C	A/R
Upgrade and Migrate Portal to ASE with SWPM	A/R	C
Regression / Performance / Integration Test	C	A/R

Task	SAP	Customer
User Acceptance Test		
Finalize the User Acceptance Testing approach and test plan.	C	A/R
Develop test scenarios and test scripts for Customer testing. Customer can evaluate the re-use of content from SAP's unit test scripts.	C	A/R
Prepare and set up test data.	C	A/R
Perform User Acceptance Test. User Acceptance Test to be executed by Customer nominated end-users to validate the end-to-end business processes.	C	A/R
Manage test status and produce test report; document and prioritize all testing issues/defects encountered.	C	A/R
Resolve agreed defects found during the testing that are related to the implementation of the project, provided that such defects are related to the agreed SAP Service scope and activities.	R	A
Resolve defects related to the Project which are related to Customer responsibilities.	C	A/R
Resolve test defects related to the Project for the respective areas of responsibility. For the avoidance of doubt, Customer will primarily be responsible for defects, which are related to Customer responsibilities, and SAP will primarily be responsible for fixing defects which are related to the agreed SAP scope and activities performed by SAP, provided that the other party will support when needed.	R	A/R
Cycle 5 - Dress Rehearsal		
System Copy of Production	C	A/R
Upgrade and Migrate ECC to HANA with DMO	A/R	C
Technical Post Migration Activities in ECC to make operational	A/R	C
Integration and configuration post Migration activities in ECC	C	A/R
Upgrade and Migrate Portal to ASE with SWPM	A/R	C
Final verification Cutover plan and cookbook	R	A
Cycle 6 – Production system		
Review the SAP HANA installation for the production environment.	A/R	C
Upgrade and Migrate ECC to HANA with DMO	A/R	C
Technical Post Migration Activities in ECC to make operational	A/R	C
Integration and configuration post Migration activities in ECC	C	A/R
Upgrade and Migrate Portal to ASE with SWPM.	A/R	C
Confirm the solution validation. Deploy phase does not start until solution is confirmed.	C	A/R
Deploy Phase		
Switch to Production		

Task	SAP	Customer
Prepare the Production Environment for the transports and import / transport the solution into the Production Environment.	C	A/R
Set up Customer specific authorizations, roles and security.	I	A/R
Perform technical validation of the import.	C	A/R
Execute data migration into the Production Environment.	C	A/R
Prepare End-user Training		
Prepare end-user training materials and documentation.	C	A/R
Organize and deliver end-user training.	C	A/R
Cutover and Go-Live		
Confirm cutover plan tasks	R	A
Go/no-go decision	C	A/R
Go-live.	C	A/R
Go-Live Support		
SAP to support go-live issues related to migration activities	R	A

The project language is English and all documentation will be prepared in English. Project meetings will be held in English and Change Requests and minutes will be prepared in English.

2.1. Testing and Acceptance Criteria

Licensee is responsible for the development of the project test plan which defines the requirements and goals of the different tests, determines the tools and methods used to check that the system responds correctly, determines how and when the test will be performed, and recommends how the approval process should occur. Overall, SAP will provide guidance and direction to Licensee with respect to developing the detailed test plans.

The key elements included in the test plan are:

- Test scope, strategy and approach
- Test tools
- Test data
- Planned test environment(s)
- Test schedule and test team
- Test scenarios and scripts development (including testing of third party applications)
- Execution of test scenarios and scripts
- Defect resolution & management
- Entry & exit criteria for each test cycle

The test cycles to be included are as follows:

Test Type	Definition	Responsible
Unit Testing	Unit testing is the lowest level of testing where the program or transaction is tested and evaluated for errors. Unit testing is normally the first test that is completed during the configuration effort, and is focused towards the program's inner functions, rather than towards the integration. The focus of the test is on master data and business processes. Unit testing will also be performed during development and even during technical system testing	Licensee & SAP (scripting, test execution, defect resolution)
Business Process Unit and String Testing	During configuration, there will be a need to test chains of transactions that flow together and which reflect important business processes.	Licensee
Development Testing	Testing of development is done in the realization phase during the development of conversions, interfaces, enhancements, reports & forms. The following are the test strategies for each development effort. **Conversion Programs:** The purpose of this test is to check the correctness and reliability of the conversion programs and data consistency using the conversion test procedures defined. **Enhancement Programs:** The purpose of this test is to test the enhancement programs and document the results. The unit test will be run with a single test run per test case. The results will be documented by showing data used and the results of the run. The test results can be referred to if there are any problems with the program in later testing cycles. **Report Programs:** The purpose of this test is to check that the required report page layout and text formatting is achieved for all reports, using the test procedures defined. **Forms:** The purpose of this test is to check that the required page layout and text formatting is achieved using the test procedures defined.	Licensee
Scenario Testing	Scenario testing will focus on multiple transactions within one enterprise area, workflow, and business processes that cross enterprise areas. During subsequent integration testing, these small scenarios will be used to build larger end-to-end scenarios	Licensee

Test Type	Definition	Responsible
Integration Testing	Integration testing will be accomplished through the execution of the predefined business flows, or scenarios, that emulate how the system will run the business. These business flows, using migrated data from the pre-existing systems, will be performed in a multi-faceted computing environment comprised of SAP software licensed by Licensee, system interfaces, and various hardware and software components	Licensee
User Acceptance Testing(UAT)	UAT acts as a final verification of the required business functionality and proper functioning of the system, emulating real-world usage scenarios and conditions. This testing should be undertaken by a subject-matter expert (SME), preferably the responsible party of the business process under test, and provide a summary of the findings for confirmation to proceed after trial or review.	Licensee
Regression Testing	The purpose of regression testing is to check that changes such as those mentioned above have not introduced new defects. One of the main reasons for regression testing is to determine whether a change in one part of the software affects other parts of the software. regression testing will need to be conducted as additional functionality is deployed as outlined in the scope document. The testing scenarios and procedures will follow the processes described in the integration testing. The predefined flows, or scenarios, will be established based on the items that were changed in production. A standard regression method will be used to migrate changes from the production landscape to the project landscape. The amount and type of regression changes will need to be evaluated to determine the impact of the project testing phase. Licensee will follow SAP's standard process to migrate and test the changes.	Licensee
System Performance Testing	Testing performed to determine how the SAP system performs in terms of responsiveness and stability under a particular workload. It can also serve to investigate, measure, validate or verify other quality attributes of the system, such as scalability, reliability and resource usage.	Licensee

2.2 Testing Entrance and Exit Criteria

Entrance Criteria

- Test scope, test plan and test schedule are completed and approved
- Target environment is built, security profiles are provisioned
- Test tools have been installed, deployed, and ready for use
- Test team is assigned and trained on the use of test tools
- Project team members trained on the use of the test tools
- Configuration documentation requirements and transport procedure are defined, working, and communicated to the project team
- Test data standards are 100% defined
- Detailed inventory of business transactions, business process steps, and custom development objects (if applicable) to be tested
- All "critical and high" defects from the preceding test phase are in 'fixed' status and ready to be tested
- Scheduled weekly testing status and defect status meeting with team leads

Exit Criteria

- All planned test cases (minimum threshold as defined in test plan) have been executed and results documented
- All "critical and high" defects have been resolved and retested
- Any documentation updates as a result of changes made during the testing have been completed

Project Timeline

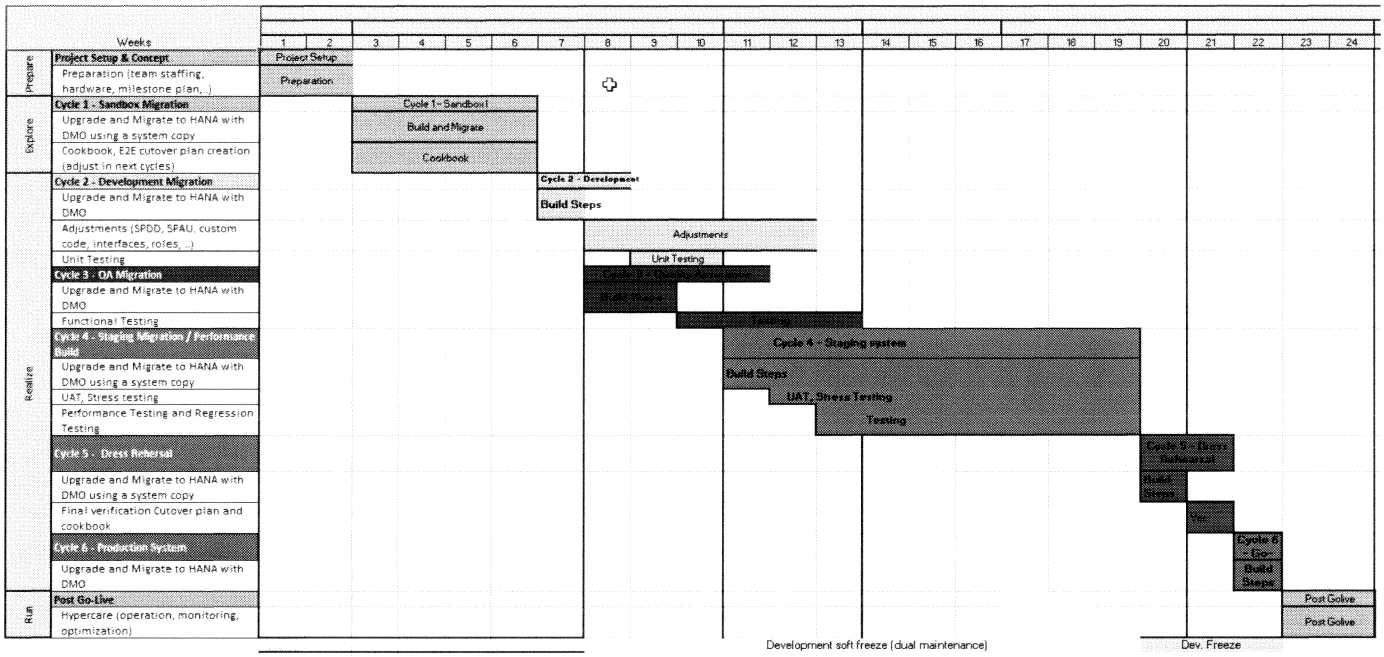
The following high level implementation timeline represents dates used to determine the resource estimates and roll out of each project phase as part of the discovery activities undertaken by SAP and Licensee.

The parties agree that the timelines listed below are estimates for Licensee's internal planning purposes but may change. The project will commence at a mutually acceptable and agreed to date after the signing of this order form. Licensee and SAP will work jointly during the Project Preparation phase to establish a detailed project plan for each project phase.

The project will be delivered over 24 weeks as outlined in the table below.

Project Phase	Planned Start Date	Planned Finish Date	Duration in Work Weeks
Prepare - Project setup	Dec 4, 2017	Dec-15, 2017	2
Cycle 1 (SBX migration)	Jan 2, 2018	Jan 26, 2018	4
Explore - Cycle 2 & 3 (Dev & QA migration)	Jan 29, 2018	Mar 16, 2018	7
Realize – Cycle 4 (Staging migration)	Feb 26, 2018	Apr 27, 2018	9
Deploy – Cycle 5 (Dress rehearsal)	Apr 30, 2018	May 11, 2018	2
Run – Cycle 6 & Post Go-live	May 14, 2018	Jun 1, 2018	3

The Project uses the SAP migration Methodology. The Project will not follow an agile approach.



Project Organization

Project Team Organization

The Project Organization structure provides an overview of the defined project structure, assignment of personnel, and a high-level definition of roles and responsibilities for all the team members within the project structure.

Project Roles and Responsibilities

It is critically important that the roles and responsibilities are well defined for the project activities. Well defined roles and responsibilities will help team members understand their alignment within the project organization and provide the foundation for team members' success. The following standard implementation role definitions are provided to facilitate such team alignment. The core team roles for this project are outlined in the Project Resource Load section.

1.1.1 SAP Roles and Responsibilities

Role	Responsibilities
Executive Sponsors	The Executive Sponsor at SAP has overall responsibility for the success of the implementation. The Executive Sponsor stays in regular contact with the executive representatives, and may, at your request, attend the steering committee meetings.
Delivery Executive	• Participate in steering, leadership, and governance advisory meetings as a strategic and tactical advisor • Provide senior level guidance and account management support • Participate and assist in high level planning for the project and subsequent project rollouts • Assist SAP and Licensee in evaluating complex situations and identify viable solutions • Assist in managing the relationship with project stakeholders, including internal and external clients, helping to keep stakeholders informed of

Role	Responsibilities
	progress and issues in order to manage expectations on project requirements and deliverables • Assist in managing and communicating a vision of the project's objectives • Assist Licensee in proactively identifying changes in work scope • Support the PMO with project resource reporting, resource requests, and approvals for subject matter experts • Help to determine what constitutes closure of the project. Gain acceptance and sign-off by all parties when closure is attained
Project Manager	• Transfer project management experience and knowledge to client's Project Manager • Serve as focal point for SAP methodologies • Develop detailed project plans and work schedules • Advise on the assignment of priorities to critical project tasks • Establish and monitors compliance with standards for documentation, data, and training • Manage the resolution process for gaps, issues, and risks • Monitor the quality plan in order to adhere to specified deliverables
Associate Project Manager	• Assist the Project or Program PMO as needed by the SAP Project Manager or Licensee • Assist with project coordination, planning and management as well as early escalations • Capture project metrics and communicate to the project management team • Perform various project scheduling, financial and contract management functions • Support Licensee billing process: reconcile pre-invoice report with project records
Quality Assurance Director	• Provide comprehensive project execution and solution audits that includes 1) business alignment, 2) technology, 3) people, 4) processes, and 5) project governance • The audits are conducted at specific points defined by the PMO • Prepare for the audit with a review of project deliverables • Conduct on-site interviews with key resources, including the PMO, business process owners, SAP Consulting Leads, Technical Leads, and OCM Leads • Present the PMO with quality management, implementation, and risk mitigation recommendations in the form of a report
Functional Consultant	• Assist Licensee with configuration of the integrated system software • Provide implementation experience in recommending and assessing design solutions and alternatives related to migration testing • Facilitate use of implementation methodology • Review design for functional integration aspects of the solution • Provide input on technical implications of specific design solutions related to migration • Support for unit and integration testing • Provide solutions for functional gaps related to migration
Technical Architect	• Recommend technical architecture based on functional and performance requirements • Serve as the focal point for coordinating project architecture requirements with vendor services

Role	Responsibilities
	• Serve as the focal point for technical architecture issues • Provide direction in data standards, conversion and data quality • Develop conversion strategy and high-level plan • Coordinate technical conversion activities in each team • Support administration of data dictionary and other information modeling tools
Development Consultant(s)	• Assist in developing the specifications for enhancements, interfaces, and conversions as defined in planning and scoping • Perform development and testing of enhancements, interfaces and conversions • Work with legacy system experts to develop appropriate solutions for interfaces and conversions • Resolve application program problems
Technology Consultant(s)	• Responsible for management and support of the various environments (hardware and software components) during the entire lifecycle of technical solutions • Consult with technical and solution experts to identify necessary operational procedures and technical components needed for a business solution • Responsible for the technical architecture of the solution • Identify appropriate software/hardware components based on business solutions requirements • Provide application software change control across the different environments • Provide technical system support across all phases of solution landscape planning and system operations • Identify, analyze, and resolve technical problems with applications
Security Consultant	• Define system authorization standards for project team • Set up user master records for project team in development and quality system • Create authorization detailed design • Document transactions associated with job functions • Implement and validate authorization concept

1.1.2 Licensee Roles and Responsibilities

Role	Role Responsibilities
Steering Committee	• Guide the overall project direction for example • Demonstrate senior level commitment through active and visible participation in the process • Provide the context for translating organizational objectives into process goals • Establish strategy and policies and resolve major issues • Challenge, review and monitor progress • Approve achievement of major milestones and authorize funding
Executive Sponsor	• Provide strategic direction • Define expectations and success indicators • Schedule regular meetings to review and approve project status • Allocate project resources required for success • Resolve strategic issues and conflicts • Make timely decisions and sets priorities • Create the environment and provides direction for cultural changes • Facilitate proper project funding

Role	Role Responsibilities
Project Manager	• Manage project direction so that senior management executives' expectations are fulfilled • Coordinate with Project Managers responsible for other initiatives • Report project status to the Project Sponsor • Provide timely issue resolution and appropriate issue escalation • Alignment of IT direction and business objectives in the design and configuration of integrated system software • Assist in achieving project milestones • Support appropriate priorities assigned to critical project tasks • Make final project planning decisions • Monitor project costs to promote budget adherence • Monitor change management process within teams • Develop detailed project plans and work schedules
Test Lead	• Define a test strategy and concept for testing • Create test plans and test packages based on the business validation / blueprint and configuration structure in the Solution Manager for the project • Lead execution of tests from within project tool sets • Ideally has experience with using HP Quality Center on global projects • Ideally has experience with SAP standard test tools in Solution Manager: manual test cases • Record and manage test error messages • Report on testing progress and results • Enable timely issue resolution and appropriate issue escalation • Work closely with other teams to facilitate project progress and to enable integration of the integrated system solution
Subject Matter Expert Multiple	• Support Licensee in terms of the solution aligns with the business capabilities that Licensee requires • Make decisions on business processes and policy changes • Provide knowledge of their existing solution to the consultants • Test the solution as it is being built • Help perform unit and integration testing • Assist with the training of end users when in scope • Support Licensee in terms of business system implications are communicated to the business at large • Provide insight to process team members regarding impact of configuration selection of SAP systems Provide functional area subject matter expertise, guidance and direction • Map to-be business processes as detailed by project design, meeting agreed PMO requirements with documentation • Implement standards and processes – Assist in gap analysis solution activities • Assist with data conversion mapping for all legacy data to SAP • Participate in system test, User acceptance testing of all interfaces, reports and forms • Assist with cutover activities • Proactively support and facilitate the change management process • Assist training team in the development and delivery of training material. Participation in train the trainer activities for those team members who will be involved in the training • Support Go-Live activities and post production support as needed

Role	Role Responsibilities
Organization Change Management Lead	• Manage overall Licensee organizational change management and end user training program • Enable Licensee leaders to understand and fulfill their roles and responsibilities relative to the Licensee implementation project • Review Licensee corporate philosophy, structure, management practices, business processes, and culture and work to align Project with Licensee objectives • Develop and deliver a comprehensive OCM strategy and plan that is integrated within the overall project • Develop a change sustainability plan, metrics & on-going support structure • Develop a plan for communicating Licensee's vision of the implementation • Provide Licensee key executives and managers with on-the-job development, ongoing change management training, and coaching to help them understand and utilize change management processes and interventions • Coach and train Licensee team members on principles of change management to establish a long-term ERP support structure related to ongoing communications, training and development needs • Work with OCM and end user testing to support the OCM / end user testing execution
Training Lead	• Develop the End User Training ("EUT") training strategy and plan • Develop super user development program • Develop detailed end user training plan • Conduct a learning needs analysis • Provide guidance and coaching to Licensee Training Coordinator on SAP EUT methodology and detailed plan • Run super user development program • Conduct evaluation of super users for delivery of training • Design and conduct train the trainer program • Provide support and guidance to Licensee Training Coordinator on end user training materials development • Evaluate and guide development and execution of EUT delivery plan • Identify other stakeholder learning needs and resources to address any gaps • Participate in the design and implementation of the post go-live support program
Technical Lead	• Responsible for providing an overall view for technological strategy focus and ongoing technological development • Own and drive implementation of technological strategies • Responsible for the cost effectiveness and value contribution of the IT Organization • Anticipate future technical direction for Licensee • Define and implement the IT-Process across all related components • Develop and review scope of technological work • Provide leadership and guidance to the technical resource team • Consult and mentor technical resources concerning methods, procedures, and standards to be used during design, development, and unit testing phases of system development projects • Provide applications resources that will be liaisons to application management support • Provide resources to test and validate the business process and development objects during all testing phases • Work with testing tools provider to setup and manage testing

Role	Role Responsibilities
	• Licensee will provide data extraction from legacy systems, any necessary data cleansing, harmonization or enhancement, data mapping and write any associated programs • The validation of internal controls is the responsibility of the Licensee
Security Administrator	• Responsible for the development and administration of user access rights on computer systems running SAP software Set up initial users and determine security profiles • Create new security profiles • Monitor configuration changes • Assist users with proper authorization to perform tasks • Assist other team members in defining new security policies and procedures • Authorizations design • Separation of duties

1.1.3 Project Resource Load

The core team roles and responsibilities outlined below are the basis for SAP's implementation plan, resource and cost estimates based on the following SAP Service Elements in scope for this engagement:

SAP Roles	Role Type	Headcount	Work Location
Executive Sponsors	Part-time	1	On site / off site
Client Partner	Part-time	1	On site / off site
Delivery Executive	Part-time	1	Onsite and off site
Project Manager	Full-time	2	Onsite and off site
Associate Project Manager	Part-time	1	Off site
Quality Assurance Director	Part-time	2	Onsite and off site
Technical			
- HANA Platform-Hana Architect - Functional - ECC-ECC Functional SME - - Technical OS/DB SME-HANA DMO SME - GD 1 - Functional - BOBJ-SAP BO/Fiori reporting - Technical OS/DB SME-HANA DMO SME - GD 2 (Overflow) - BASIS SME-BASIS/HANA Consultant - ABAP SME-ABAP/HANA Consultant - SECURITY SME-SECURITY/HANA Consultant 1 - SECURITY SME-SECURITY/HANA Consultant 2 - - Solution Manager SME-SAP SolMan Consultant - HANA COE Support-HANA Platform Advisor - Process integration Dev-Process integration BASIS - Process integration BASIS-Portal Technical Consultant - Adobe Interactive Form Dev Consultant -Web Dynpro Development Consultant 1 - Adobe Interactive Form Dev Consultant -Web Dynpro Development Consultant 2 - Web Dynpro and Smart Form Development Consultant-Web Dynpro and Smart Form SME:	All part time	1 per role	On site / off site

SAP Roles	Role Type	Headcount	Work Location

SAP Service Elements
Project Management
Design Services
Execution Services
Advice Services

Licensee will provide knowledgeable, decision empowered resources that are available to work on the projects as part of the project team. Lack of availability of core project team members or failure to complete the responsibilities in a timely manner as per the project timeline will affect the project schedules and SAP shall present to Licensee the impact of this to be handled as part of the Change Order procedures. The Licensee core team roles are identified and defined below; there may be other part-time subject matter experts or site resources required from Licensee over the course of the project.

Licensee Roles	Role Type	Headcount
Steering Committee	Part-time	Multiple
Executive Sponsor	Part-time	1
Project Manager	Full-time	1
Test Lead	Part-time	1
Subject Matter Expert - Multiple	Part-time	Multiple
Organization Change Management Lead	Full-time	1
Training Lead	Full-time	1
Technical Lead	Part-time	1
Security Administrator - Application Security	Part-time	1

Project Governance

Licensee and SAP agree that it is necessary to have a project governance structure and processes in place to enable the timely and effective resolution of issues and execution of the project (the "Project Governance model").

The Project Governance model will focus on decision making relative to project vision, guidance, standards and execution. Governance must be established with the appropriate individuals engaged at each level. The Project Governance model will establish the roles, processes and policies that define the responsibilities, authority and control to make decisions.

SAP and Licensee agree to use a four-tier framework for strategic governance at executive and program management levels. SAP will provide project and program management best practices and templates to facilitate this process. The names of individuals will be confirmed during the Prepare phase.

Licensee and SAP will work jointly during the Project Preparation phase to establish the Project Management Office and Project and Program Governance model to support the requirements of the project.

The Project Management Office will have joint ownership and participation by SAP and Licensee. More specifically, Licensee will be responsible for bringing to the Project an understanding and the ability to navigate the Licensee environment (business and cultural) critical in the structuring and administering of the Project Management Office.

Project governance will require the establishment of a formal project structure including an Executive Steering Committee, a Business Advisory Council, a Project Management Office and a structured project team. This project governance structure is underpinned by the following principles:

- The intent of the governance structure is to provide:
  a) visibility of project performance
  b) interaction between the parties regarding problem correction; and
  c) visibility of any elements of the Project which may impact either party's ability to perform its obligations;
- The governance structure shall facilitate close working relationships between SAP and Licensee, any third parties used or engaged by SAP to perform services and any third parties used or engaged by Licensee that interact with or whose actions affect SAP;
- Each party recognizes that the governance structures may evolve over time as the relationship matures and that any changes made to the governance structure shall be made in accordance with the change control procedure;
- The relationship will be maintained at a peer to peer level between Licensee and SAP via scheduled and structured meetings and informal communication;
- Day-to-day issues shall be resolved by regular interactions between relevant individuals within each work stream and work stream managers. Governance meetings shall focus on reviewing overall progress against objectives, managing escalated risks and resolving escalated issues;
- Any decision made by a governance body that would involve a change to this agreement shall only be effective if it successfully passes through the change control procedure;
- All defined governance meetings shall have a pre-defined formal agenda and minutes must be recorded after each meeting. The party who is running or organizing that meeting shall be responsible for creating a formal agenda and recording minutes of the meeting;
- The nominated representatives from Licensee and SAP may appoint or delegate a substitute who will have the authority to act on their behalf; both SAP and Licensee will take all reasonable steps to maintain continuity of their respective personnel within the governance structure;
- Members of each governance body, and all attendees of governance meetings whether scheduled or ad hoc, should be of appropriate seniority and with appropriate levels of empowerment to take necessary decisions and actions;

- Meetings of the various bodies within the governance structure may be held both in person and by telephone conference as agreed in advance between the parties from time to time. However depending on the agenda the parties recognize that some meetings shall require physical presence and where this is required the venue for the meetings shall be at the project's premises unless agreed otherwise between the parties. Each party shall be responsible for its own costs with regard to attendance at the meetings.

The Project Management Office will have joint ownership and participation by SAP and Licensee. More specifically, Licensee will be responsible for bringing to the project, an understanding and the ability to navigate the Licensee environment (business and cultural) critical in the structuring and administering of the Project Management Office.

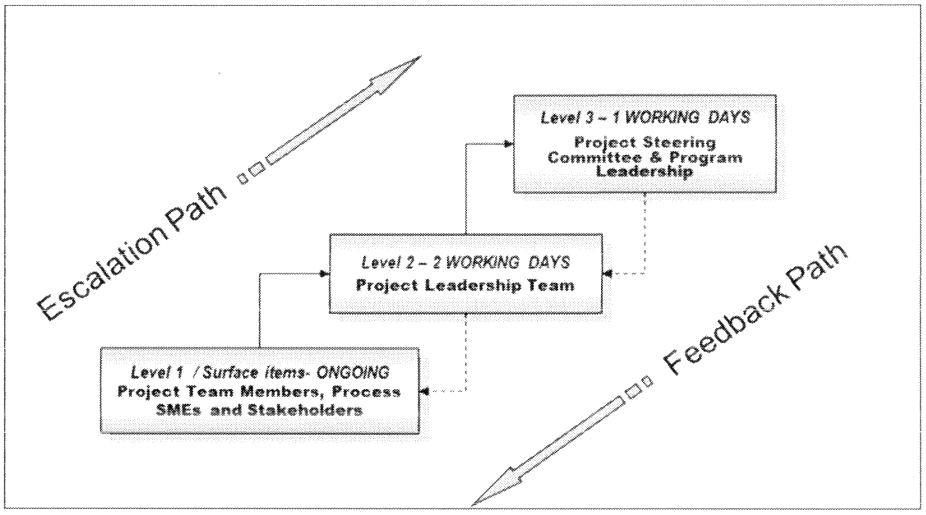
Escalation and Issue Management

An issues management process will be documented and established as part of the overall Project governance. The purpose of this process is to address all issues which arise on the Project. Additionally, it will address the prioritization of these issues as well as an effective means for issue escalation and resolution. The details of this process will be established by SAP during the Project Preparation phase, subject to Licensee's approval.

Types of issues that would be addressed through issues escalation process may include:

- Situations that will impact cost, hours, schedule, resources or the success of the Project
- Unresolved action items
- Change requests to scope
- Lack of commitment or availability of Project resources
- Unaccepted deliverables

The specific details of Issues Management and Escalation Process shall be mutually agreed to, documented, and approved by the Licensee and SAP Project Managers during the first two weeks of the Project. The Escalation Process document will contain established decision SLA's (service level agreements) that follow hierarchy levels as shown in the graphic below.



In the event that any issues are not resolved by the project team the Customer and SAP shall be entitled to escalate such issue in accordance with the table below:

For issues that will impact the schedule or the success of the Project, the expected turnaround time for a final decision should be no longer than 4 business days.

SAP representative	Discusses the issue with	Customer Representative	Time goal for each level to resolve the dispute before escalation to the next stage.
1. SAP Project Manager	Discusses the issue with	Customer Project Manager	1 Business Day
2. SAP Delivery Manager	Discusses the issue with	Customer Project Sponsor	2 Business Days
3. SAP Director of Delivery Management	Discusses the issue with	Customer CIO	1 Business Days

Change Management Procedure

- A deviation of any item listed in this Order Form or this Exhibit 1may be the basis for a change request. Tasks that are (i) inherently necessary to complete the Services and Deliverables and (ii) not materially different from the Services and Deliverables specifically listed in this SOW, but which might not be specifically listed in this Order Form, shall be performed by Consultant(s) as part of the Services without any increase in the compensation otherwise payable under this Agreement. For clarity, changes in design as necessary to achieve the Order Form outcomes shall be documented in "as built" deliverables subject to Acceptance Process set forth in this Exhibit 1, but shall not require a Change Request.
- Any change to this SOW that affects the scope (by material reduction or addition), SAP resources, content, methods, deliverables, or schedule, shall be subject to mutual written agreement of the parties and shall be made in accordance with agreements set forth in SAP Services General Terms and Conditions. SAP shall not commence work on any such change unless and until the change has been agreed to in writing by both parties.

Best efforts have been made on the part of both parties to clarify the meanings in this Order Form. Upon signing of this Order Form, each party is responsible for requesting any additional clarifications in writing, as needed, during the performance of the Services, upon which request the other party will respond in writing. Such clarifications shall not be considered criteria for a change.

SAP Work Products

The following table lists the SAP Work Products.

Project Phase	Work Product
Completion of Project Kick Off	Kick Off Workshop
Completion of Cycle 1	Execute SBX Migration
Completion of Cycle 2	Execute DEV Migration
Completion of Cycle 3	Execute QAS Migration
Completion of Cycle 4	Execute Staging Migration
Completion of Cycle 5	Execute PROD Dress Rehearsal Migration
Completion of Cycle 6	Cut Over / Go live
Project Go Live	Go Live

Assumptions and Exclusions

The following assumptions and exclusions apply in addition to those set forth in the section Assumptions and Exclusions in the Service Description. The price in the Order Form is based on these assumptions.

General Project Assumptions

- Licensee understands the importance of business and IT participation and input into the project. If SAP believes it is necessary for project success and or schedule management the SAP PM will provide written notice of a need for Licensee's resources to participate in specific project activities. Said notice will include the skill sets required and the amount of time required. If marked urgent, Licensee will provide the resource within 24 hours of receipt of the notice, and, if not marked urgent, Licensee will provide the resource within 48 hours' notice. All Licensee participants shall have decision making authority within their area of expertise. Licensee's failure to provide resources within these guidelines will necessitate a change order to compensate Contractor for related project delays.
- Licensee provides adequate business representation per agreed upon resource expectations contained herein or as governed by the change control process. A regular and updated resource forecast for all SMEs will be provided by SAP.
- Both SAP and the Licensee acknowledge that decisions reached in completing milestones, tasks, and stages cannot be revisited without assessing a possible change order impact and/or offsetting changes to the project schedule.
- Any 'scope-creep' would be taken through the change request process and would be taken up for execution only after a formal agreement on the scope of change and the effort required to carry out the changes
- Clarifications on all issues will be addressed by the Licensee team within 24 hours
- The Licensee is responsible for communications with third parties responsible for interface development including testing. The Licensee is responsible for communications with third parties that are responsible for interface development.
- Any areas and processes not specifically identified within this proposal as being in scope are assumed to be out of scope
- The Licensee will have a full-time primary Project Manager with authority to make decisions on project direction and resources, in accordance with the project schedule. The Licensee Project Manager is responsible for informing the Licensee management of any project concerns or issues that may be communicated by SAP. In case of sickness or vacation, the key decision-makers will have an alternate assigned as designees.
- SAP expects that the Licensee will staff the project based on the resource loaded Project Plan. If the Licensee is unable or unwilling to staff the project at the necessary levels, then SAP has the option to issue a change order to backfill the resources that are needed or extend the timeline at Licensee's cost.
- User Acceptance Testing (UAT) will be performed by Licensee (or designated 3rd party) resources and will consist of one testing cycle (i.e. test, defect resolution, re-test) and include data validation. Licensee will provide sufficient resources to plan, organize, execute and validate user acceptance testing. In the event that the Licensee does not have sufficient resources to execute the testing per the project plan than the SAP project manager will prepare a change order to address timeline issues. Such change order, if necessary, would be at the Licensee's cost.
- Licensee is responsible for Performance, Volume, and Stress testing.
- If the Project has not started within two (2) months of the Estimated Start Date as set forth in the Order Form, then a Change Order may be required for work to be carried out on the Project or SAP has the right to terminate the Services without liability.
- SAP may require up to three (3) weeks to assemble a Project team. SAP reserves the right not to start the Project until SAP has assembled a Project team.
- Licensee is responsible for all Change Management. Change Management includes, but is not limited to the following: business readiness for go-live, design and rollout of end-user training, day-to-day backfill for client project team members, SAP system management, coordination with remote sites, and project communication to the company.
- Licensee is responsible for Dual maintenance (e.g. emergency corrections in the production support landscape that need to be applied to the project landscape).

- Any systems other than the systems defined in section 1.4, are subject to the change order process.
- Any migration prerequisites that are not met may cause a delay to the project and would be subject to the change order process.
- Homogeneous system-copy of the Production to Sandbox or QA.
- Upgrade and migration will be to the new licensee hardware location.
- Pre-migration system preparation like deletion of logs, tables old clients, job logs, etc.; is done by client and system is given to SAP ready on day 1 of build phase.
- SAP will assist Licensee with functional, unit, regression, integration, performance and user acceptance testing.
- Licensee responsible for clean-up activities in sandbox, a production copy system.
- Licensee is responsible for the connectivity with all non-SAP interfaced systems.
- Licensee is responsible for change management including training and adoption activities.
- Since this is OS/DB migration there is no SAP System ID (SID) change and no BDLS required in target release.
- The target release will be higher than the source system.
- Knowledge transfer to Licensee Project Team will focus on providing the technical release updates and migration activities and will be accomplished through joint project team work effort in a side-by-side manner.
- Licensee's current virtualization solution meets requirements for SAP HANA in both non-production and production environment.
- SAP will provide three (3) weeks of go live support directly following go live weekend. Go live support will cover resolution of critical SAP related production issues pertaining to HANA, PI, and forms specified within the scope of this document. Any SAP software defects will be submitted through the standard Enterprise Support process.
- Prior to Project closure, Licensee is not permitted to change any customizing settings since this may interfere with the implementation of the Project.
- Licensee is fully responsible for management of cloud provider systems. This includes responsibility for Management of Operating System, HANA Databases and NetWeaver Stack up to application level.
- Licensee is fully responsible for uptime and patching of Operating System, HANA Databases, and NetWeaver Stack up to application level.
- Licensee is responsible for the availability of the infrastructure of the migration environments during the duration of this project. SAP assumes that the SAP HANA infrastructure is available on a 24/7 basis during the project to accommodate all project activities specified in this scope statement to achieve the estimated timelines. If Licensee requires maintenance windows to take servers or databases offline, SAP PM will be provided a minimum of 3 business days' notice to make necessary adjustments to the project plan and resource deployment. In the event of an emergency maintenance requirement, SAP and Licensee will jointly access the impact to the project schedule and if required, the change management process may be utilized.
- Licensee is fully responsible for backup as well as restoring from backup if the project team requests.

ECC Scope Assumptions

- The source SAP system has a single ABAP stack. A dual-stack split is not required.
- The Source system release is based on SAP NetWeaver 7.0 SP17 or higher.
- The source system is already Unicode compliant, and all Unicode-conversions have already been applied.
- The Source system fulfils prerequisites for DMO of SUM 1.0 SP19 or higher (See SAP Note 2328517).
- Source and target release of Add-ons will be finalized before starting the migration.

- SAP will assist with updating Licensee's SAP ECC system landscape (Sandbox, Development, Quality Assurance and Production) from version SAP ECC EHP5 and will migrate the SAP ECC DB2 system landscape (Sandbox, Development, Quality Assurance and Production) to SAP Suite on HANA (SoH).
- SAP assumes that there is one landscape environment and or cloud provider throughout the entire term of this contract. Should the Licensee switch cloud providers during the project new work and or effort will be documented and presented through the change request process. SAP will not perform new work associated with a new cloud provider without an authorized change order that is fully executed.
- SAP assumes strict adherence by the Cloud Provider to the proposed timeline in this SOW. Adherence by the Cloud Provider for each cycle and for each SAP system includes hardware setup and sized appropriately; operating system and licensed software installed and provisioned; SSO and security setup by system; full connectivity and SLA uptime during project hours; backup schedule compliance; and necessary lead time to complete migration of SAP system copies from legacy on premise system to cloud environment. If the project cannot adhere to the estimated project timeline due to the Cloud Provider's inability to fulfill these responsibilities per the project schedule, a change request will be necessary; SAP will present the additional services costs and impacts to the proposed go-live date through the change request process; and Licensee agrees to accept sole responsibility for said costs and impacts.
- SAP assumes that Maximo implementation and go live will have no impact to the SAP migration project. No additional effort has been included in this scope document to account for Maximo needs. Should the Licensee require SAP integration and effort associated with the Maximo project a change request will be documented and presented through the change request process. SAP will not perform new work associated with the Maximo project without an authorized change order that is fully executed
- A change of host name of the SAP system is not required
- A change of the SAP System ID (SAP) is not required

Portal Scope Assumptions

- The forms that are in scope use the SAP Enterprise Portal standard functionality.
- Test cases and test plans will be provided by Licensee along with the functional / technical specifications of the existing interfaces before the development cycle starts.
- A change of host name is not required.
- A change of the system ID (SID) is not required.
- Licensee is responsible for the ESS/MSS application deployed on the SAP Enterprise Portal.

Process Integration Migration Scope Assumptions

- ABAP mappings, and cross component Business Process Management (ccBPM) are currently not used in the source Process Integration system.
- Incompatible changes are not expected (E.g. ABAP mappings, ccBPM processes, other functionality in the Process Integration ABAP stack, in case of incompatible mapping changes only very low complexity changes in mappings are required such as setting a set flag to retain previous Process Integration 7.02 behaviour, etc.).
- Migration of custom adapters and adapter modules is not required.
- Migration of partner adapters and partner adapter modules is not required.
- Functional enhancements are not required (e.g. move custom PGP solution to SAP standard SFTP adapter).
- Implementation of SAP B2B add-on interface scenarios and/or SAP Trading Partner Management (TPM) is not required.
- No historical SAP XI system data is required.
- An interface is as defined as an end-to-end connection point. E.g. Purchase Order create, Purchase Order change, and Purchase Order Cancel are three (3) interfaces.

- No temporary maintenance of the interfaces is required.
- Setup of SAP NetWeaver Development Infrastructure (NWDI) is not required.
- Licensee is responsible for Installation and configuration of Adapters that are governed by the reseller agreements (Seeburger AG, iWay Software, Informatica, etc.). These adapters are currently not used by Licensee.
- No Custom development of SAP PI JCA adapter or custom-adapter modules is required.
- The licensee is responsible for reverse proxy setup (such as SAP Web Dispatcher) and connectivity testing.
- A change of host name of the SAP system is not required
- A change of the SAP System ID (SAP) is not required

Development Scope Assumptions

- If the complexity of the development objects (Workflow, Reports, Interfaces, Conversions, Enhancements / Exits and Forms) is different from this stated number in section 1.6, then the project will be subject to the change order process to account for additional work / effort.
- No modifications will be made to the SAP source code or data dictionary under this scope document.

Scope Exclusions

- Deliverables not explicitly described in the Scope Document.
- Procurement of software licenses (SAP and non-SAP licenses).
- An analysis of as-is business processes.
- Programs or content to migrate data.
- Content for end user training.
- Implementation of any solution or integration scope not explicitly mentioned in sections 1.1 and 1.6 of this Scope Document.
- Implementation on any additional servers not explicitly mentioned in Section 1.4 of this Scope Document.
- Upgrade to the SAP solution components, operating systems or database systems will not be carried out during the lifetime of the project, unless approved through a Change Request.
- Effort for the use of verification and validation testing processes which may be required by regulatory, industry or governmental requirements.
- Application Managed Support (AMS) activities.
- Activation and customization of Business Functions.
- Data cleansing or data clean-up activities.
- Performance optimization on the source and/or target system.
- Development of ABAP programs and/or reports, development using HANA specific code (i.e. HANA views, SQL-scripts, stored procedures, usage of business function library and/or predictive analysis library, etc.).
- Installation and/or upgrade and/or upgrade of SAP Business Suite Java components.
- Syntactical upgrade adjustments, e.g. modification adjustments (SPDD, SPAU) and customer objects.
- Changes to the standard user interface of the new release.
- Adaptation or creation of user interface or transaction variants that were not automatically transferred in the upgrade
- Creation of functional or technical specifications.
- Functional or business consulting.
- The planning and execution of functional, integration, user acceptance and performance tests.
- Installation and/or upgrade of the front-end software (such as SAPGUI or SAPLOGON).
- Installation and/or upgrading/patching of operating systems
- Installation and/or upgrading/patching of database systems other than stated as in-scope
- Homogeneous and heterogeneous System copies (e.g. for the preparation of the sandbox or pre-production system) other than stated as in-scope.
- Any downtime optimization activities other than those provided with the upgrade and database migration tools.
- Installation and configuration of additional SAP Business Suite instances other than the central instances for development, QA and production.

- Implementing a high availability and/or disaster recovery solution.
- Implementing an Information Lifecycle Management (ILM) solution (such as data archiving, etc.).
- Implementing Single Sign On
- Any preparation activities for the sandbox and pre-production system (e.g. dropping the SAP HANA schema after test migration) other than stated as in-scope.
- Target system preparation tasks (e.g. backup and restore of SAP HANA appliances to repeat a test migrations, execution of configuration tasks listed in the pre-delivery requirements checklist) other than stated as in-scope.
- SAP basis administrative tasks (e.g. user management, system connectivity, backup and restore, performance tuning, SAP basis related housekeeping tasks) other than stated as in-scope.
- Operational Concepts such as but not limited to monitoring concept and implementation, archiving concept and implementation, security concept and implementation, High availability, Backup-and-Disaster-Recover concept and implementation, Change Request Management concept and implementation, Transport Management concept and implementation.
- Any changes that are required because of specific functionality (Add-Ons, Industry Solutions, etc.). This solution is designed to work with standard SAP Business Suite applications.
- Any implementation of SAP Business Suite specific new functionality. This Service is focused on the technical upgrade and database migration of the SAP Business Suite system landscape.
- Implementations to overcome product specific limitations or limitations on the usage of Add-Ons.
- All activities related to sizing and architecture; CHARM, Transport Management (e.g. CHARM, CTS+), SOLMAN configurations, dual system maintenance, functional activities.
- Designing and creating STACK.XML and Installation Media for Enhancement Package Upgrade.
- Handling of SAP customer messages (e.g. escalation, follow-up).
- Any changes or adjustments to interfaces (including printers, transport management system, Emailing, RFCs, WE20, any 3rd Party interfaces) or any other parameters which are related to the Database Migration and/or move to SAP HANA Enterprise Cloud.
- Unicode conversion in case of scenario 1 (Upgrade and DB Migration with DMO of SUM).
- Unicode enablement of ABAP Code.
- SAP assumes Licensee is on new GL version.

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Exhibit 2
To

Order Form No. 302554631

("Order Form")

effective March 28, 2017 ("Effective Date")

Change Request Procedure

Effective Date of Change Order : _____

The change order can only be utilized by an amendment in writing, agreed upon by both parties

1. Describe the requested change:

_____
_____

2. Define the impact, if any, on existing consulting services and/or Deliverables (if any):

_____
_____

3. Define additional consulting services required as a result of the requested change, if any:

_____
_____

4. Define the impact, if any, to the existing Project plan. Provide an updated Project plan if appropriate.

_____
_____

5. Provide an updated consulting services and payment schedule, if appropriate.

_____
_____

SAP Public Services, Inc

The School Board of Broward County, Florida

_____
Signature 1 (SAP)

_____
Signature 1 (Licensee)

_____
Print Name

_____
Print Name

_____

_____

Title

Title

Date _____

Exhibit 3

Service Description

SAP Implementation - On Premise

Customer is undertaking a project ("Customer's Project" or "Project") to implement SAP Software. Customer is the owner of the Customer's Project and is responsible for the process, scope, costs, resources and targeted solutions of Customer's Project.

SAP will provide Services to assist with the Customer's Project as further defined in the Order Form and the Scope Document (Exhibit 1). This document provides definitions and content that apply for such implementations.

Definitions

1.1 Capitalized terms in this document that are not defined herein have their meaning defined in the General Terms and Conditions (or alternatively the governing terms and conditions or agreement as set forth in the Order Form) or Scope Document.

- On Premise**:** SAP solution is hosted on servers owned and managed by the Customer or its nominated service providers, and located at the Customer's or the Customer's service provider's own facilities.
- SAP Best Practices: SAP's predefined business processes, configuration content and documentation for SAP Software. SAP Best Practices may be used as the basis for SAP implementation activities.
- Rapid-Deployment Solution: packaged content that provides a predefined scope, delivery approach and SAP Best Practices business processes and configuration to accelerate the deployment of SAP software.
- Engineered Service: a service delivered by SAP that has a predefined scope, delivery approach and accelerators.
- SAP Activate: a standard SAP methodology used for SAP implementation projects that includes a Design Based or Assemble to Order (A2O) approach.
- Design Based: an implementation approach that utilizes traditional design techniques and may include SAP Best Practices as a baseline.
- Assemble to Order (A2O): an implementation approach that utilizes a pre-assembled baseline system comprised of SAP Best Practices and/or other implementation accelerators such as SAP Rapid-Deployment Solutions or Engineered Services to perform scope validation and delta scoping activities.
- Developments: changes or extensions to standard SAP Software source code and development objects.
- Workflow: sequence of connected steps triggered by an event to automate a process such as a document approval. Examples include SAP Business Workflow.
- Reports: technical objects designed to deliver business figures or reports with no change to application data.
- Interfaces: technical objects to transfer information from one system to another. Usually refers to objects that are not part of the SAP licensed Software. Examples of technology include SAP Process integration and Intermediate Documents (IDocs).
- Conversions: technical objects used to migrate data to SAP systems during the Service. Examples of technology include data migration programs, SAP Data Services and Legacy System Migration Workbench (LSMW).
- Enhancements: changes and additions to SAP functionality using development objects specifically provided for Customer changes. Examples include the use of user exits and business add-ins (Exits).

- Forms: printed or electronic forms containing formatted information from SAP applications. Examples of technology include SAPscripts, Smart Forms and SAP Interactive Forms by Adobe.
- Sandbox Environment: a temporary SAP system environment used to demonstrate processes and example prototypes. Implementation work undertaken in a Sandbox Environment is typically not transported to other environments.
- Development Environment: a SAP system environment in which initial configuration and build activities are completed. Implementation work undertaken in a Development Environment would be transported to a Quality Assurance Environment or Production Environment.
- Quality Assurance Environment: a SAP system environment used for testing transported content from the Development Environment prior to transporting it to the Production Environment.
- Production Environment: a SAP system environment used to execute operational business processes.
- User Acceptance Test: test undertaken by end users to check that the system operates according to the agreed design.

SAP Implementation Services

2.1 SAP will perform the Services as further specified in the Scope Document.

2.2 In performing the Services, SAP may utilize accelerators such as SAP Best Practices, Rapid-Deployment Solutions and/or Engineered Services.

2.3 SAP may use certain software and tools (all referred to as Tools herein) for its work, for which the rights are not already regulated through a software license agreement. All title to and rights in Tools, including without limitation copyright and rights of authorship, remain with SAP or SAP SE. These Tools may be copied to Customer's system and Customer is granted non-exclusive rights to use Tools for the term of and solely for the purposes related to the Service. No other use, including the creation of further copies or use on another system, is permitted. Tools and all permitted copies of Tools must be deleted at the end of the Service. If at SAP's sole discretion Tools are left on the system for documentation purposes, Customer is not permitted to use Tools for any other remaining purpose except documentation. Such Tools are on an as-is basis with no warranty. SAP will not support or enhance the Tools beyond what is provided during the term of the Service.

Approach

3.1 SAP will use the applicable portions of the SAP Activate methodology to perform the Services unless otherwise agreed in the Scope Document.

3.2 For A2O projects and projects implementing individual Rapid-Deployment Solutions and/or Engineered Services, the standard phases are defined as follows. Further detail of the phases and activities that apply and the responsibilities of SAP and Customer are defined in the Scope Document.

1. **Prepare**: The project is formally initiated and the schedule, project plans and resources are agreed. Accelerators such as Rapid-Deployment Solutions and/or Engineered Services are assembled in the Customer's Development or Sandbox environment to provide a baseline environment for the Explore phase that follows.
2. **Explore**: The project team undertakes validation workshops to confirm the baseline processes and identify and specify delta scope between Customer's requirements and accelerators such as Rapid-Deployment Solutions and/or Engineered Services. Workshops are focused on the fit/gap of the baseline solutions and making decisions about the business changes that are required. The design of delta scope is completed and agreed.
3. **Realize**: The Customer-specific configuration is undertaken in the baseline environment and any agreed delta scope is delivered. The test approach and knowledge transfer is executed. The Customer User Acceptance Testing is completed.
4. **Deploy**: Final checks are made before the cutover to the Production Environment and end users are trained. Ongoing support is put in place by the Customer and the project is closed.

3.3 For Design Based projects, the standard phases are defined as follows. Further detail of the phases and activities that apply and the responsibilities of SAP and Customer are defined in the Scope Document

1. **Prepare**: The project is formally initiated and the schedule, project plans and resources are agreed. The SAP Development Environment is created.
2. **Explore**: The project team undertakes workshops to design how the software will be configured and finalize the scope including identifying, specifying and agreeing any delta scope between Customer's requirements and the SAP Software.
3. **Realize**: The Customer-specific configuration is undertaken and any additional agreed delta scope is delivered. The test approach and knowledge transfer is executed. The Customer User Acceptance Testing is completed.
4. **Deploy**: Final checks are made before the cutover to Production Environment and end users are trained. Ongoing support is put in place by the Customer and the project is closed.

Roles and Governance

4.1 The roles and project governance for the Customer's Project is defined in the Scope Document.

Customer Responsibilities

5.1 The overall Customer responsibilities are listed below. Specific Customer and SAP responsibilities are further detailed in the Scope Document.

- Ensure it has all necessary license rights, including third party license rights, required to allow SAP to perform the Services.
- Appoint a Project Manager and/or Program Manager to act as the Customer's single point of contact for SAP.
- Provide sponsorship from the Customer's senior management, who will be available on a timely and regular basis to monitor progress and to act as a decision maker for policy decisions and issue resolution.
- Manage the Customer's third party service providers.
- Provide knowledgeable, decision-empowered resources that are available to work on the Customer's Project as part of the team.
- Ensure that Customer team members are knowledgeable about the solution being implemented and define their training approach and schedule.
- Minimize the change in personnel throughout the duration of the Service.
- Provide SAP with adequate work space as necessary for the duration of the Services including meeting rooms for work on-site. The work space should include projectors, printers, scanners, copiers, file storage and miscellaneous office supplies as needed. Sufficient temporary desks, or "hot desks", will be made available to enable each SAP resource to have a desk for each day they are on-site. No SAP employees will have an office on the Customer's premises with keys that provide exclusive use of the office to SAP. It is recommended that the SAP team is situated in a secure location.
- Provide SAP with proper access to Customer's facilities as necessary for the performance of the Services, excluding any and all locations where students are present, which shall include all necessary identification material (badges, passes, cards, etc.) for the duration of the Services. This includes necessary access to such buildings and systems during and after normal business hours, on weekends, and on holidays specifically required for the tasks within the scope of this agreement. Limitation of SAP access during these times may reduce SAP's ability to maintain the proposed schedule.
- Supply SAP with the names and contact information of key Customer and third party resources assigned to the Project.
- Ensure that any appropriate hardware required for the Service is secured before the start of the Project.

- Be fully responsible for technology infrastructure that is on premise or hosted by a third party. This includes but is not limited to SAP infrastructure, network administration, security, periodic backup and restore activities as required, and server and storage hardware. These systems will be available throughout the Service according to the Project schedule.
- Ensure that a consistent, stable, and fast SAP remote support connection/service connection is available between SAP and the Customer at the required times.
- Provide SAP with the necessary authorizations for onsite and remote access to Customer's systems.
- Allow the use of SAP laptops and mobile devices on Customer's network to SAP's network via SAP's Virtual Private Network (VPN) protocols or Customer will provide PCs and/or laptops with the Microsoft Office Suite and e-mail capability for the SAP team. Laptops and/or PCs provided by Customer must have the latest virus protection software.
- Provide technical advice regarding any third party systems to which the team will have access.
- Ensure that the Customer's Project is compliant with any relevant governmental and regulatory requirements.
- Data cleansing of migrated data from Customer systems.

Assumptions and Exclusions

6.1 The Service Description assumptions are listed below. SAP may identify further assumptions in the Order Form or Scope Document.

1. All supporting documentation will be developed using industry standard personal computers/laptops using Microsoft Office applications (Word, Excel, MS Project, Visio and PowerPoint) or other mutually agreed documentation tools.

6.2 The Service Description exclusions are listed below. SAP may identify further exclusions in the Order Form or Scope Document.

1. Developments that change or extend the standard SAP Software

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Order Form No. 302554631 ("Order Form")

effective June 30, 2017) ("Effective Date")

between

SAP Public Services Inc

3999 West Chester Pike

Newtown Square, PA 19073

(hereinafter "SAP")

and

The School Board of Broward County, Florida

7720 West Oakland Park Blvd

Sunrise, FL 33351 – 6704

(hereinafter "Licensee" or "Customer")

Contact Person SAP	Email - Ed.Rivera@sap.com Mobile - 1 215 498-4823
Contact Person Licensee	Email - Ed.hineline@browardschools.com Mobile - 754-321-0288

SAP and Licensee agree that this Order Form is a binding agreement for Services governed by the SAP Services General Terms and Conditions ("GTC") (brought before the Board on this agenda as a separate item), including any document referred to therein as accepted between SAP and Licensee upon execution of both parties and the Service Descriptions (the pre-defined descriptions of services found in Exhibit 3 at the end of this document) in effect as of this Order Form Effective Date. In the event of any inconsistencies between the GTC's and any documents referred to therein or attachments thereto, this Order Form and the Service Descriptions prevail.

Capitalized terms in this Order Form but not defined will have the meaning defined in the Master Agreement or applicable Service Description. Some versions of SAP agreements use the term "Customer" in place of "Licensee". For purposes of this Agreement including Order Form and referenced Service Descriptions and Scope Document attached hereto, references to "Customer" shall mean "Licensee".

1. **SAP Services.** The Services to be delivered to Licensee under this Order Form consists of the services specified in the applicable Service Descriptions and the Scope Documents attached to this Order Form.

   The following table provides a summary of the applicable Scope Documents and Service Descriptions for the Services to be delivered under this Order Form:

Service Description	Scope Document
SAP Implementation - On Premise and Private Cloud	Scope Document 1 for SAP Implementation for BW on HANA Migration

2. **Invoicing.** SAP will mail invoices to the following Licensee billing address:

Attn: Edward J. Hineline

The School Board of Broward County, Florida

7720 West Oakland Park Blvd

Sunrise, FL 33351

Unless otherwise stated herein, payment shall be made net thirty (30) days from the date of SAP's invoice.

Notwithstanding anything to the contrary, Licensee acknowledges and agrees that: i) it must provide SAP with a valid purchase order for the Services to be delivered under this Order Form, and SAP shall have no obligation to commence delivery of Services hereunder until it receives such purchase order; ii) such purchase order shall be governed by the terms of the Agreement and this Order Form; and iii) should SAP, in its sole discretion, elect to commence delivery of Services hereunder in advance of its receipt of a purchase order, the same shall not operate as a waiver of any of SAP's rights (including, without limitation, SAP's right to stop its performance of Services at any time during the period where the purchase order remains outstanding).

SAP contact for invoice questions: Ed Rivera Ed.Rivera@sap.com**, 215-498-4823**

Licensee contact for payment questions: Edward J. Hineline; ed.hineline@browardschools.com **, 754-321-0288**

3. **Fees and Payment Terms:**

Service Fees under this Order Form, are:

3.1 Service Fees:

The Service Elements as specified in Scope Document 1 currently assigned and the associated Services Fees are as follows:

Service Element	Rate per Day	Days	Total
Program Management	$3,159.52	54	$170,614
Project Management	$2,617.89	90	$235,610
Project Management Support	$1,986	21	$41,706
Quality Assurance Consulting and Management	$3,159.52	12	$37,914
Project Management Office Support	$541.63	36	$19,499
Functional and Technical Lead Services	$2,617.89	89	$232,992
Execution Services	$1,985.98	256.5	$509,405
Execution Services	$0.00	15	$0
Execution Support Services	$541.63	253	$137,033

The estimated Services Fees are **USD $1,384,772**. SAP is responsible for all travel and expense and Broward will not incur any cost. This estimate is for Licensee's budgetary and SAP's resource scheduling purposes only and is non-binding. The estimate is based on the information provided by Licensee to SAP and SAP's understanding of the Project scope, based on Licensee information. The estimated fees, timeline and scope may be subject to change and the total actual amount of Services provided will be invoiced based on time and material. Services Fees shall be payable monthly in arrears and payment is due net thirty (30) days from the date of SAP's invoice

The Services will be provided between the Expected Start Date: September 18, 2017 and the Expected End Date: February 2, 2018.

The Expected Start Date and Expected End Date are estimated dates only. This Order Form will remain in effect until the Services agreed have been concluded unless otherwise agreed between the parties in writing.

The daily rate is based on 8 hours of work daily.

3.2. Service Location

The location for the Services provided hereunder is identified by Licensee as: *7720 West Oakland Park Blvd, Sunrise, FL 33351* ("Service Location"). Licensee is a corporate body and political subdivision of the State of Florida and shall provide a valid tax-exempt certificate upon execution of this agreement.

The selection, staffing and deployment location of resources assigned or deployed to deliver Services is at SAP's sole discretion. In the event of a conflict, Licensee reserves the right to request removal of assigned staff by providing written notice to SAP.

4. Deliverables for this order form are defined as SAP Monthly invoice and weekly project status report.
5. **Term:** The term of this Order Form shall commence at the Effective Date and shall continue until all Services under this Order Form are completed or terminated ("Term").
6. **Validity of Offer:** The validity of this offer will expire on September 15, 2017 unless sooner executed by Licensee and SAP, or extended in writing by SAP.

Accepted by:
SAP Public Services, Inc
(SAP)
By: Dana M. Venonsky
Title: Vice President
Date: September 01, 2017

Commonwealth of Pennsylvania
County of Chester
Sworn to and subscribed before me
this 1st day of Sept, 2017

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Theresa C. DiLibero, Notary Public
West Vincent Twp., Chester County
My Commission Expires May 23, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

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SIGNATURE PAGE TO FOLLOW

For LICENSEE (SBBC)

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____

Abby M Freedman, Chair

_____

(Date)

ATTEST:

_____

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Janette M. Smith Digitally signed by Janette M. Smith
Date: 2017.09.05 11:44:57 -04'00'

_____

Office of the General Counsel

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Exhibit 1

Scope Document Order Form No. 302554631

Scope Document for Rapid-Deployment Solution

The SAP Service Description for SAP Implementation - On Premise and Private Cloud English V.10-2015 (hereinafter: Service Description) to be found in Exhibit 4, forms an integral part of this Scope Document. This Scope Document shall be incorporated herein as Exhibit 1.

Project Scope

SAP Consulting Implementation for BW on HANA Migration

SAP will provide the Rapid Database Migration of SAP BW to SAP HANA V4.10 Service. This Service is based upon the standard SAP Best Practices set out in Section 1.1 of this Scope Document.

1.1 Scope

The Rapid Database Migration of SAP BW to SAP HANA covers the migration task:

- Upgrade and DB Migration using DMO to SAP Cloud for SUM

Database Migration Option (DMO) to SAP Cloud for Software Update Manager (SUM)

SAP may consider the results of the Preparation Workshop to be a material change and therefore a mutually signed Change Request may be required for work to continue on the Project which requires an Amendment to this agreement using the template found in Exhibit 2.

Below outlines the scope of services to be provided by SAP in this Order Form.

SAP will provide the scope included in the SAP Best Practices scope items and building blocks in this section. A scope item is a unique unit of solution scope, for example, a business process. A building block is a unique unit of configuration or implementation work.

Scenario: Upgrade and DB Migration using DMO to SAP Cloud for SUM

Scope	Scope Details	Defined
Upgrade and DB Migration using DMO for SUM	- Review Technical Requirements and Design and Solution Landscape Deployment Plan - Review Hardware Sizing - Review Project Support Tools and System Setup - Review SAP HANA Platform Installation - Cycle 1: One test update and database migration of SAP BW to SAP HANA on a copy of the Production BW system to Sandbox System including Dual stack split	The upgrade and database migration is performed on a SAP BW 4-tier landscape (SBX, DEV, QAS, PROD)

Scope	Scope Details	Defined
	- Cycle 2: One update and database migration of the SAP BW Development System including Dual stack split - Cycle 3: One update and database migration of the SAP BW Quality System including Dual stack split - Cycle 4: One update and database Rehearsal of the SAP BW Production System including Dual stack split - Cycle 5: Dress rehearsal - Cycle 6: Go Live - Cutover: One update and database migration of the SAP BW Production System - The technical conversion of standard InfoProviders to In-memory optimized InfoProviders in the Development and Production system landscape (full conversion including change logs), exceptions may apply due to technical restrictions (see SAP Note 1665322). - In-memory conversion is limited to 50 InfoProviders identified by Licensee (any additional InfoProviders above the 50 thresholds will be subject to the change order process).	

1.2 Integration Scope

No third party Integration Points are in scope for this Service.

1.3 Software Installation

This Project will upgrade and migrate SAP Business Warehouse to SAP BW 7.50 SP003 (See SAP Note 2187353) on SAP HANA.

This Project is based on a **Four (4)** system landscape – Sandbox, Development, Quality and Production Systems.

One (1) successful test run is performed on the sandbox system. This system will be temporarily set up based on a copy of the production system. **One (1)** successful dress rehearsal is performed before cutover to Production. A total of six (6) cycles of upgrade and migration including Go-Live to SAP Business Warehouse on SAP HANA is covered.

1.3.1 Non-Preassembled Installation

The following mandatory SAP Software will be installed either before or during the Project as indicated below:

Product	Product Version / Support Package	Component	Sbx. System - when	Sbx. System – by whom	Dev. System - when	Dev. System – by whom	QA System - when	QA System – by whom	PROD System - when	PROD System – by whom
SAP NetWeaver 7.50	SAP NetWeaver 7.50 SP7 minimum		During the Project	Licensee	During the Project	Licensee	During the Project	Licensee	During the Project	Licensee
SAP HANA Platform Edition	SAP HANA Platform Edition 1.0 SPS09 minimum		Before the Project	Licensee	Before the Project	Licensee	Before the Project	Licensee	Before the Project	Licensee
BW on IP (Integrated Planning)	BW on IP	If Add-on required additional upgrade or re-install will be performed separately post migration.	During the Project	Licensee	During the Project	Licensee	During the Project	Licensee	During the Project	Licensee
Software Logistics Toolset 1.0:	Support Package 12 minimum	- Software Update Manager 1.0 SUM for SAP HANA 1.0 or - Software Provisioning Manager 1.0 SUM for SAP HANA 1.0	Before the Project Start	SAP	Before the Project Start	SAP	Before the Project Start	SAP	Before the Project Start	SAP
SAP Solution Manager	SAP Solution Manager 7.20 latest revision and SP		Before the Project Start	Licensee	Before the Project Start	Licensee	Before the Project Start	Licensee	Before the Project Start	Licensee

Product	Product Version / Support Package	Component	Sbx. System - when	Sbx. System – by whom	Dev. System - when	Dev. System – by whom	QA System - when	QA System – by whom	PROD System - when	PROD System – by whom

The service contains only the database migration of an SAP BW Application Server ABAP. Multiple Components in one Database (MCOD) configuration is not supported.

The following source database platform is the source database for the migration. Please check SAP technical note 1600929 for latest database information.

Check SAP Technical Note 1600929 *SAP BW powered by SAP HANA DB: Information* for updates on these restrictions. For information about released OS/DB combinations, Industry Solutions and languages are available on the SAP website, see SAP Product Availability Matrix (PAM).

For scenario: upgrade and DB Migration using DMO to SAP Cloud for SUM, additional restrictions apply with regards to databases and operating systems. Check SAP internal Note 2115372 for updates on these restrictions.

All required software licenses need to be available before the start of the project.

If the SAP Software will be installed during the Project, then the timing of that installation will be mutually agreed between SAP and Licensee during the Project.

1.4 Workflows, Reports, Interfaces, Conversions, Enhancements / Exits, Forms

No Workflows, Reports, Interfaces, Conversions, Enhancements / Exists or Forms will be created or delivered within the scope of this Service. Standard SAP code will be neither modified nor extended.

Project Approach

This project will follow the Rapid Deployment Services (RDS) implementation methodology of PREP, DEPLOY and RUN.

The main project activities are detailed below with the assumed lead and support responsibility indicated.

Licensee acknowledges and agrees that failure on the part of Licensee to meet or fulfill any of the specified Licensee responsibilities or requirements in this document might result in a delay in the project and/or a Change Request for additional SAP resources, an increase in project fees and/or a change in the schedule.

1.5 Project Methodology

The table below defines which tasks per phase have been added or are different to those defined in the Service Description.

Phase	Tasks	Activities
Prepare	**Prepare Project**	• SAP and Licensee carry out the preparatory steps required to verify the efficient deployment of the solution. • Licensee to assign a Project Manager (PM) prior to Project start. • SAP will assign a Project Manager prior to Project start. • SAP and Licensee PM will jointly: ◦ Prepare Project schedule

Phase	Tasks	Activities
		• Agree on roles and responsibilities • Prepare the kick off presentation and agree on the workshop schedule, location and participants.
	Kick-off workshop	• Verify alignment of the work to be performed during deployment. • SAP Project team communicates the delivery approach. • SAP together with Licensee will confirm the Project Timeline by Project Phase.
	Confirm Installation	• SAP will perform an installation check to confirm the technical prerequisites are met.
Deploy	**SBX Migration**	• SAP will perform one test update and database migration including a dual stack split of the SAP BW to SAP HANA on a copy of the Production BW system in the Licensee's SBX environment
	DEV Migration	• SAP will perform one update and database migration including a dual stack split the SAP BW Development system in the Licensee's environment.
	DEV Testing	• Licensee is responsible for all Functional Testing, Unit Testing, User Acceptance Testing and Performance testing. • SAP will assist the Licensee with resolution of defects found during the testing that are related to the migration of the BW solution.
	QA Migration	• SAP will perform one update and database migration including a dual stack split of the SAP BW Quality Assurance system in the Licensee's environment.
	QA Testing	• Licensee is responsible for all testing in the QA environment including Performance, Stress and User testing. • SAP will assist the Licensee with resolution of defects found during the testing that are related to the migration of the BW Solution
	Dress Rehearsal - PROD	• SAP will perform one update and database Dress Rehearsal including a dual stack split of the BW Production system in the Licensee's environment.

Phase	Tasks	Activities
	Switch to Production Plan	• SAP and Licensee will prepare the final cutover plan and technical readiness of the system
	PROD Migration	• SAP will perform one update and database migration including a dual stack split of the SAP BW Production system in the Licensee's environment.
Run	**Go-Live**	• Licensee is responsible for go-live and support after go live. • SAP will assist Licensee in defect resolution related to defects of the tasks of this Project.

1.6 Project Toolset

All supporting documentation and work products will be developed using industry standard personal computers/laptops using Microsoft Office applications (Word, Excel, MS Project, Visio and PowerPoint) or other mutually agreeable documentation tools.

1.7 Testing Approach

Testing personnel, including a Test Lead, required to validate the end to end business processes are assigned at the discretion of Licensee. Licensee will execute Testing.

Licensee must develop test plans and test scripts for Licensee Testing.

SAP will limit their testing support to defects related to the database migration.

1.8 Education Approach

SAP may provide on-site and offsite classes related to the solution being implemented. These classes are not included in this Project. If SAP formal Education is requested by Licensee, it will be addressed by SAP Education and will require a separate Order Form.

Licensee Project Team members should be knowledgeable about the implementation of the solution. Licensee will be responsible for investigating the appropriateness of classes, scheduling these classes and ensuring Project Team readiness.

1.9 Change Management Approach

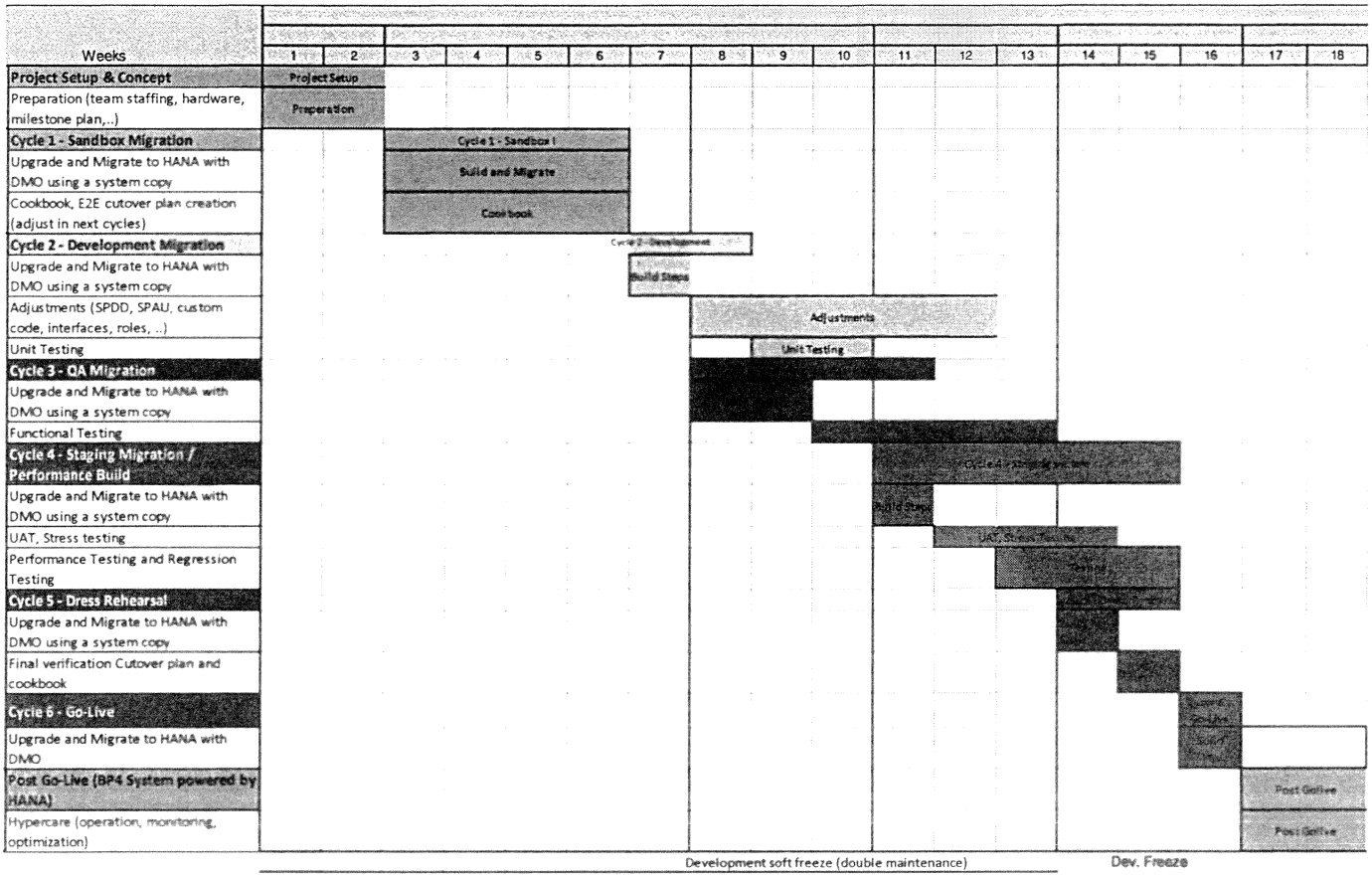
Licensee is responsible for all change management activities.

Change Management includes, but is not limited to the following: business readiness for go-live, design and roll-out of end-user training, day-to-day backfill for Licensee project team members, SAP system management, coordination with remote sites, and project communication to the company.

Project Schedule

The current estimated schedule provides for the Service provisional durations per phase as follows. The Services will be provided between the Expected Start Date: September 18, 2017 and the Expected End Date: February 2, 2018.

Project Phases	Estimated Duration in Weeks
Prepare	Two (2)
Deploy/Run	Fourteen (14)
Run/Go Live	Two (2)



Therefore, the total duration of the Project is estimated to be Eighteen (18) weeks from the beginning of the Project to the completion of the Project.

These proposed Project Timelines are based on HANA systems being provisioned in advance of each migration cycle and complete system availability during regular business days as well as Licensee timely fulfilling their prerequisites and responsibilities.

1.10 Project RACI

SAP will follow the applicable parts of the SAP Activate methodology as stated below.

The main project activities are detailed below with the assumed lead and support responsibility indicated. The Customer and SAP will be responsible for performing their respective Project activities as defined by the project methodology.

Customer acknowledges and agrees that failure on the part of Customer to meet or fulfil any of the specified Customer responsibilities or requirements in this document might result in a delay in the Project and/or a Change Request for additional SAP resources, an increase in project fees and/or a change in the schedule. The schedule may also be

extended by circumstances that are outside SAP's control e.g. industrial disputes or non-availability of resources and the time required to restart after the situation is resolved.

SAP and Licensee will execute the key Project activities as follows:

(R) Responsible	Has responsibility, at a tactical level, for the execution of the task. This is the "Doer". Answers to the 'Accountable' person.
(A) Accountable	Has approval authority. Provides guidance and strategic direction in the execution of a task through delegation to the 'Responsible' person; may contribute, but does not necessarily execute the task.
(C) Consulted	Has the opportunity to provide input when a decision affects his/her area. Will be conferred with prior to decisions being made or approval being granted, but does not make the final decision or grant approval.
(I) Informed	Is notified after any decision has been made, yet before action has been taken.
(A/R) Accountable/Responsible	Has approval authority and tactical responsibility. Provides guidance and strategic direction in the execution of a task and executes the task. The "Doer" as well as the "Approver"

Key Project Management Activities	SAP	Licensee
Establish and maintain project work plan	R	A
Project status reporting	R	A
Project issue tracking	R	A
Project budget tracking	C	A/R
Project team communication	C	A/R

Migration Activities: Key Project Activities	SAP	Licensee
Cycle 1 – Sandbox – Copy		
SSO Design and Validation	I	A/R
System Copy of Production	I	A/R
Upgrade and Migrate to HANA with DMO including Dual-stack split	A/R	C
Post Migration technical component configuration and integration	A/R	C
Remediation of Licensee created ABAP programs	I	A/R
Optimization of InfoProviders - validation	R	A

Migration Activities: Key Project Activities	SAP	Licensee
All Cycle 1 Functional testing	C	A/R
Cycle 2 - Dev		
Copy DEV & Dual Maintenance / PRD Support	C	A/R
Upgrade and Migrate to HANA with DMO including Dual-stack split	A/R	C
ABAP Code Validation	I	A/R
Optimization of InfoProviders - execution	R	A
All Functional Testing (code adjustment, functional, performance)	C	A/R
Cycle 3 - QAS		
Copy QAS & Dual Maintenance / PRD Support	C	A/R
Upgrade and Migrate to HANA with DMO including Dual-stack split	A/R	C
Transport and Reconciliation	C	A/R
Development Unit Testing	C	A/R
Cycle 4 – Staging / Performance Build		
Copy PRD & Dual Maintenance / PRD Support	C	A/R
Upgrade and Migrate to HANA with DMO including Dual-stack split	A/R	C
Regression / Performance / Integration Test	C	A/R
Integration Test - 2	C	A/R
Cycle 5 – HANA Migration Dress Rehearsal		
Copy PRD & Hard Freeze of all Maintenance	C	A/R
Upgrade and Migrate to HANA with DMO including Dual-stack split	A/R	C
Final verification Cutover plan and cookbook	C	A/R
Final data verification	I	A/R
Cycle 6 – HANA Migration Go-Live Cutover		
Upgrade and Migrate to HANA with DMO including Dual-stack split	A/R	C

Migration Activities: Key Project Activities	SAP	Licensee
Production data verification	C	A/R
Post Go-live Hypercare (operation, monitoring, optimization)	C	A/R

Project Team Organization

1.11 SAP Roles and Responsibilities

The SAP Project Roles will be as follows:

Role	Duration	Responsibilities / Description
SAP Delivery Executive	Part-time (onsite and remote)	• Participate in steering, leadership, and governance advisory meetings as a strategic and tactical advisor • Provide senior level guidance and account management support • Participate and assist in high level planning for the project and subsequent project rollouts • Assist SAP and Licensee in evaluating complex situations and identify viable solutions • Assist in managing the relationship with project stakeholders, including internal and external clients, helping to keep stakeholders informed of progress and issues to manage expectations on project requirements and deliverables • Assist in managing and communicating a vision of the project's objectives • Assist Licensee in proactively identifying changes in work scope • Support the PMO with project resource reporting, resource requests, and approvals for subject matter experts • Help to determine what constitutes closure of the project. Gain acceptance and sign-off by all parties when closure is attained
SAP Project Manager	Full-time (onsite and remote)	• Transfer project management experience and knowledge to client's Project Manager • Serve as focal point for SAP methodologies • Develop detailed project plans and work schedules • Advise on the assignment of priorities to critical project tasks • Establish and monitors compliance with standards for documentation, data, and training • Manage the resolution process for gaps, issues, and risks • Monitor the quality plan to adhere to specified deliverables
SAP Associate Project Manager	Part-time (remote)	• Assist the Project or Program PMO as needed by the SAP Project Manager or Licensee • Assist with project coordination, planning and management as well as early escalations • Capture project metrics and communicate to the project management team • Perform various project scheduling, financial and contract management functions • Support Licensee billing process: reconcile pre-invoice report with project records
SAP HANA Platform Architect	Part-time (onsite and remote)	• Determines the appropriate system architecture which meets the agreed level of functionality within the plan timeframe • Reviews that the appropriately sized and configured systems are in place at the times they are needed • Responsible for technical architecture and hardware/software requirements • Supports and advises on production technical cut-over • Advises on potential risk and risk management • Participates in discussions for key topics regarding HANA

		• Advises on HANA migration strategies and tasks for best practices and other project experiences • Facilitates mitigation of project risks and remediation of project issues
OS/DB Migration Lead	Full-time (onsite and remote)	• Executes post-processing ABAP reports and system checkout per SAP Heterogeneous System Copy Guide and SAP methodologies • Executes migration preparation activities • Executes OS/DB migration for production test cycles and cutovers • Provide guidance for optimizing migration runtime • Reports technical team progress • Works with HANA Platform Architect to address key issues, particularly with OS/DB migration and DMO methodology • Works against specifications list (target SP level, kernel SP level, add-ons, plug-ins table space layout) • Validates pre-requisites • Participates in Licensee calls and front-end communication for technical consultant scope • Provides necessary inputs for cutover planning • Executes pre- and post-upgrade BW technical upgrade steps • Supports HANA Platform Architect in performing documentation of the check points and changes
Quality Assurance Director - NA Quality Director SDC Quality Director	Part-time (onsite and remote)	• Provide comprehensive project execution and solution audits that includes 1) business alignment, 2) technology, 3) people, 4) processes, and 5) project governance • The audits are conducted at specific points defined by the PMO • Prepare for the audit with a review of project deliverables • Conduct on-site interviews with key resources, including the PMO, business process owners, SAP Consulting Leads, Technical Leads, and OCM Leads • Present the PMO with quality management, implementation, and risk mitigation recommendations in the form of a report

SAP Service Elements associated with this Scope Document	**Level of Involvement**
Project Management (PM)	Fulltime/Part-time (Primarily Onsite)
Project Management Support (APM)	Part-time (Remote)
Design Services (HANA Platform Arch)	Part-time (Onsite and Remote)
Execution Services (OS/DB Migration)	Full-time (Primarily Onsite)

1.12 Customer Roles and Responsibilities

The Licensee Project team will consist of the following resources:

Licensee Project Team*	**Level of Involvement**
Program Sponsor	Part-time

Project Manager	Full-time
Business Subject Matter Experts (multiple)	Full-time/Part-time as needed
BW Lead	Full-time/Part-time as needed
Testing Lead	Full-time/Part-time as needed
Developer Lead	Full-time/Part-time as needed
Technical/HANA/Basis Lead	Full-time/Part-time as needed
Security and Authorizations Lead	Full-time/Part-time as needed

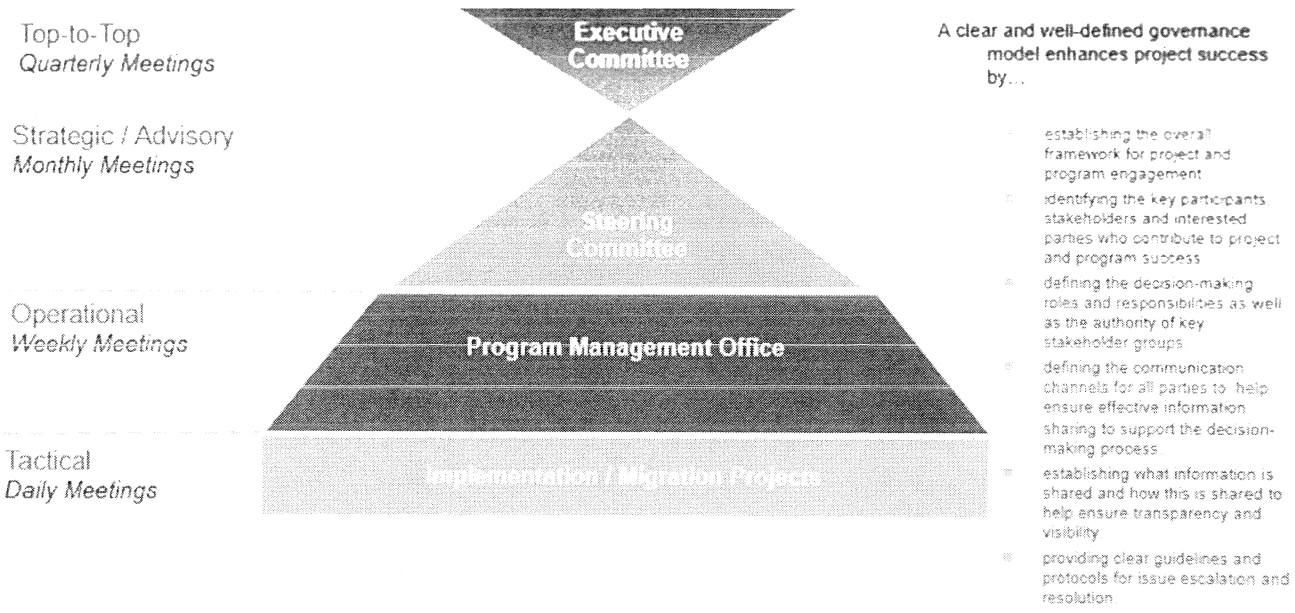
*Licensee involvement may be more or less depending on many project variables including, but not limited to, scope, issues management, unanticipated events, system complications, staffing issues and or other project issues.

1.13 Project Governance

Licensee and SAP agree that it is necessary to have a project governance structure and processes in place to enable the timely and effective resolution of issues and execution of the project (the "Project Governance model").

The Project Governance model will focus on decision making relative to project vision, guidance, standards and execution. Governance must be established with the appropriate individuals engaged at each level. The Project Governance model will establish the roles, processes and policies that define the responsibilities, authority and control to make decisions.

SAP and Licensee agree to use a four-tier framework for strategic governance at executive and program management levels. SAP will provide project and program management best practices and templates to facilitate this process. The names of individuals will be confirmed during the Prepare phase.



Licensee and SAP will work jointly during the Project Preparation phase to establish the Project Management Office and Project and Program Governance model to support the requirements of the project.

The Project Management Office will have joint ownership and participation by SAP and Licensee. More specifically, Licensee will be responsible for bringing to the Project an understanding and the ability to navigate the Licensee environment (business and cultural) critical in the structuring and administering of the Project Management Office.

Project governance will require the establishment of a formal project structure including an Executive Steering Committee, a Business Advisory Council, a Project Management Office and a structured project team. This project governance structure is underpinned by the following principles:

- The intent of the governance structure is to provide:
  a) visibility of project performance
  b) interaction between the parties regarding problem correction; and
  c) visibility of any elements of the Project which may impact either party's ability to perform its obligations;
- The governance structure shall facilitate close working relationships between SAP and Licensee, any third parties used or engaged by SAP to perform services and any third parties used or engaged by Licensee that interact with or whose actions affect SAP;
- Each party recognizes that the governance structures may evolve over time as the relationship matures and that any changes made to the governance structure shall be made in accordance with the change control procedure;
- The relationship will be maintained at a peer to peer level between Licensee and SAP via scheduled and structured meetings and informal communication;
- Day-to-day issues shall be resolved by regular interactions between relevant individuals within each work stream and work stream managers. Governance meetings shall focus on reviewing overall progress against objectives, managing escalated risks and resolving escalated issues;
- Any decision made by a governance body that would involve a change to this agreement shall only be effective if it successfully passes through the change control procedure;
- All defined governance meetings shall have a pre-defined formal agenda and minutes must be recorded after each meeting. The party who is running or organizing that meeting shall be responsible for creating a formal agenda and recording minutes of the meeting;
- The nominated representatives from Licensee and SAP may appoint or delegate a substitute who will have the authority to act on their behalf; both SAP and Licensee will take all reasonable steps to maintain continuity of their respective personnel within the governance structure;
- Members of each governance body, and all attendees of governance meetings whether scheduled or ad hoc, should be of appropriate seniority and with appropriate levels of empowerment to take necessary decisions and actions;
- Meetings of the various bodies within the governance structure may be held both in person and by telephone conference as agreed in advance between the parties from time to time. However depending on the agenda the parties recognize that some meetings shall require physical presence and where this is required the venue for the meetings shall be at the project's premises unless agreed otherwise between the parties. Each party shall be responsible for its own costs with regard to attendance at the meetings.

The Project Management Office will have joint ownership and participation by SAP and Licensee. More specifically, Licensee will be responsible for bringing to the project, an understanding and the ability to navigate the Licensee environment (business and cultural) critical in the structuring and administering of the Project Management Office.

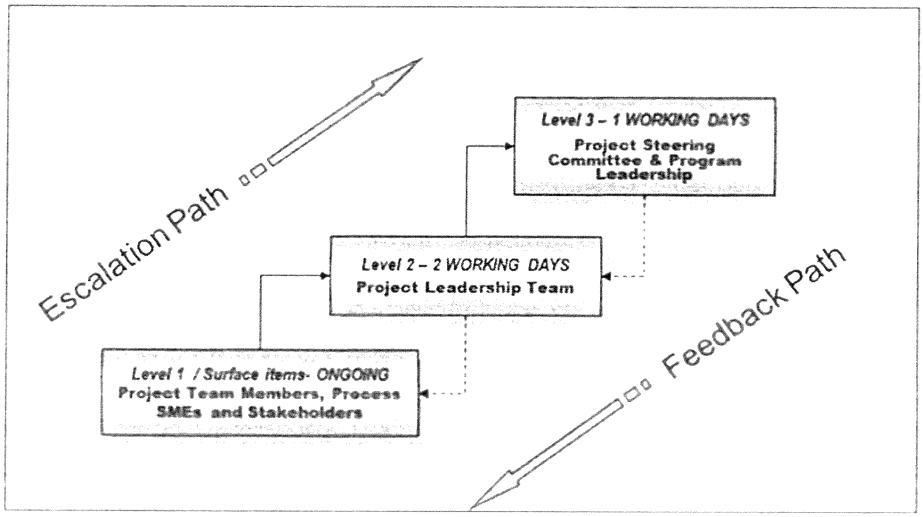
1.14 Issues Management and Escalation Process

An issues management process will be documented and established as part of the overall Project governance. The purpose of this process is to address all issues which arise on the Project. Additionally, it will address the prioritization of these issues as well as an effective means for issue escalation and resolution. The details of this process will be established by SAP during the Project Preparation phase, subject to Licensee's approval.

Types of issues that would be addressed through issues escalation process may include:

1. Situations that will impact cost, hours, schedule, resources or the success of the Project
2. Unresolved action items
3. Change requests to scope
4. Lack of commitment or availability of Project resources
5. Unaccepted deliverables

The specific details of Issues Management and Escalation Process shall be mutually agreed to, documented, and approved by the Licensee and SAP Project Managers during the first two weeks of the Project. The Escalation Process document will contain established decision SLA's (service level agreements) that follow hierarchy levels as shown in the graphic below.



In the event that any issues are not resolved by the project team the Customer and SAP shall be entitled to escalate such issue in accordance with the table below:

For issues that will impact the schedule or the success of the Project, the expected turnaround time for a final decision should be no longer than 4 business days

SAP representative	Discusses the issue with	Licensee Representative	Time goal (not binding) for each level to resolve the dispute before escalation to the next stage.
1. SAP Project Manager	Discusses the issue with	Licensee Project Manager	1 Business Day
2. SAP Delivery Manager	Discusses the issue with	Licensee Project Sponsor	2 Business Days
3. SAP Director of Delivery Management	Discusses the issue with	Licensee CIO	1 Business Days

1.15 Change Request Procedures

- A deviation of any item listed in this Order Form or this Exhibit 1 may be the basis for a change request. Tasks that are (i) inherently necessary to complete the Services and Deliverables and (ii) not materially different from the Services and Deliverables specifically listed in this SOW, but which might not be specifically listed in this Order Form,

shall be performed by Consultant(s) as part of the Services without any increase in the compensation otherwise payable under this Agreement. For clarity, changes in design as necessary to achieve the Order Form outcomes shall be documented in "as built" deliverables subject to Acceptance Process set forth in this Exhibit 1, but shall not require a Change Request.

- Any change to this SOW that affects the scope (by material reduction or addition), SAP resources, content, methods, deliverables, or schedule, shall be subject to mutual written agreement of the parties and shall be made in accordance with agreements set forth in SAP Services General Terms and Conditions. SAP shall not commence work on any such change unless and until the change has been agreed to in writing by both parties.

Best efforts have been made on the part of both parties to clarify the meanings in this Order Form. Upon signing of this Order Form, each party is responsible for requesting any additional clarifications in writing, as needed, during the performance of the Services, upon which request the other party will respond in writing. Such clarifications shall not be considered criteria for a change.

SAP Work Products

SAP will deliver an operable BW on HANA system and a cutover "cookbook". Cookbook defined as a living content structure with step by step migration documentation adapted over each migration cycle.

The following lists key Project Work Products that will be delivered by SAP.

Project Phase	Work Product
Project Setup	Kick Off Workshop
Cycle 1	Execute SBX Migration
Cycle 2	Execute DEV Migration
Cycle 3	Execute QAS Migration
Cycle 4	Execute Staging Migration
Cycle 5	Execute PROD Dress Rehearsal Migration
Cycle 6/Go Live	Execute PROD Migration / Go-Live assistance

Licensee Deliverables

The following are the Project deliverables to be delivered by Licensee:

Project Milestone	Deliverable
Project Setup	Servers and software installed
Project Setup	List of Options Selected
Project Setup	Licensee Data Cleansed and ready for migration
Cycle 1	Support Cutover - SBX
Cycle 1	Support Cookbook Creation
Cycle 1	Execute Testing in SBX
Cycle 2	Support Cutover DEV

Cycle 2	Execute Testing in DEV
Cycle 3	Support Cutover QAS
Cycle 3	Execute Testing in QAS
Cycle 3	Execute DR Testing in QAS
Cycle 3	Train Key Users
Cycle 4	Support Performance Build
Cycle 5	Support Dress Rehearsal
Cycle 6	Execute Go Live/Testing in PROD
Go Live	Go-Live Support

Assumptions

The following assumptions and exclusions apply in addition to those set forth in the section Assumptions and Exclusions in the Service Description. The price in the Order Form is based on these assumptions.

1.16 Assumptions about Project Delivery

- After Dual Stack Split, SAP will install BI Java component and BEx into the Enterprise Portal on Licensee's on-premise environment. SAP will migrate (export/import) the Reporting content from the dual stack split Portal to Enterprise Portal.
- Licensee is responsible for configuring BI Java Reports as needed after migration to Enterprise Portal. Licensee is responsible for testing and verification of BI Java Reports. Licensee is responsible for integration of BI Java and the BW solution.
- Licensee understands the importance of business and IT participation and input into the project. If SAP believes it is necessary for project success and or schedule management the SAP PM will provide written notice of a need for Licensee's resources to participate in specific project activities. Said notice will include the skill sets required and the amount of time required. If marked urgent, Licensee will provide the resource within 24 hours of receipt of the notice, and, if not marked urgent, Licensee will provide the resource within 48 hours' notice. All Licensee participants shall have decision making authority within their area of expertise. Licensee's failure to provide resources within these guidelines will necessitate a change order to compensate Contractor for related project delays.
- Licensee provides adequate business representation per agreed upon resource expectations contained herein or as governed by the change control process.
- Both SAP and the Licensee acknowledge that decisions reached in completing milestones, tasks, and stages cannot be revisited without assessing a possible change order impact and/or offsetting changes to the project schedule.
- Any 'scope-creep' would be taken through the change request process and would be taken up for execution only after a formal agreement on the scope of change and the effort required to carry out the changes.
- Clarifications on all issues will be addressed by the Licensee team within 24 hours.
- The Licensee is responsible for communications with third parties responsible for interface development including testing. The Licensee is responsible for communications with third parties that are responsible for interface development.
- Any areas and processes not specifically identified within this proposal as being in scope are assumed to be out of scope.
- The Licensee will have a full-time primary Project Manager with authority to make decisions on project direction and resources, in accordance with the project schedule. The Licensee Project Manager is responsible for informing the

Licensee management of any project concerns or issues that may be communicated by SAP. In case of sickness or vacation, the key decision-makers will have an alternate assigned as designees.

- User Acceptance Testing (UAT) will be performed by Licensee (or designated 3rd party) resources and will consist of one testing cycle (i.e. test, defect resolution, re-test) and include data validation. Licensee will provide sufficient resources to plan, organize, execute and validate user acceptance testing. In the event that the Licensee does not have sufficient resources to execute the testing per the project plan than the SAP project manager will prepare a change order to address timeline issues. Such change order, if necessary, would be at the Licensees cost.
- Licensee is responsible for Performance, Volume, and Stress testing.
- HANA hardware for each migration cycle will be prepped and ready by the end of the week prior to start of each migration cycle.
- Licensee is responsible for any delays to the project timeline due to delays in hardware/system availability.
- HANA software license and hardware will be sized appropriately for existing DB size and supportive of anticipated growth.
- If the Project has not started within two (2) months of the Estimated Start Date as set forth in the Order Form, then a Change Order may be required for work to be carried out on the Project or SAP has the right to terminate the Scope Document without the Licensee being able to claim damages.
- SAP may require up to three (3) weeks to assemble a Project team. SAP reserves the right not to start the Project until SAP has assembled a Project team.
- All supporting documentation work product will be developed for either Microsoft Windows-based PCs or MAC OS based PCs using (as reasonably determined by SAP) Microsoft Office applications (Word, Excel, and PowerPoint) or similar office applications.
- Licensee will provide knowledgeable, resources that are available to work on the Project as part of the Project team as needed.
- Licensee resources assigned to the project are empowered to make decisions.
- Licensee will provide a working environment and facilities adequate for SAP to perform their assigned duties. This includes, but is not limited to, adequate conference rooms, cubicle space and telephone access. Licensee will provide SAP with all necessary authorizations.
- Licensee will support the use of the SAP team laptops on its network and e-mail capability for the Project team.
- Project team members will be given necessary access to the Licensee's SAP environment. Licensee shall provide secure dial-in and/or direct access to Licensee networks as necessary.
- SAP will be provided with the proper access to Licensee's facilities necessary for the Project, excluding any and all locations where students are present, which shall include all necessary identification material (badges, cards, etc.), subject to the terms and conditions of the GTC. This includes necessary access to such buildings and systems during and after normal business hours, on weekends, and on holidays specifically required for the tasks within the scope of this agreement. Limitation of SAP access during these times may reduce SAP's ability to maintain the proposed schedule. SAP will also be provided with the necessary authorizations for remote access to Licensee's systems.
- The responsibilities and assumptions are considered to be material contract duties of Licensee.
- Licensee agrees that the fees and timeline provided in this SOW may be subject to change if Licensee's responsibilities and Project assumptions are not fulfilled.
- Anything not specified as in-scope is deemed out-of-scope and is not part of this Project. Inclusion of out-of-scope items would require additional consulting services through a change order or separate statement of work.
- SAP will assist the Licensee with selection of User-Defined Options for up to one (1) continuous business days which will not exceed two (2) SAP person days (One SAP person days equates to one SAP person working for 8 hours).
- SAP will provide up to one (1) continuous business days of key user training knowledge transfer workshops to a maximum of two (2) SAP person days.
- Licensee will have no more than ten (10) Licensee persons attend the key user training knowledge transfer workshop. This is not an SAP formal training class.
- Go live support will begin when the technical cutover to Production has been executed, unless a different date is agreed upon through the approval of a Change Order completed. Production validation by Licensee is considered part of the period of go live support.

- Prior to Project closure, Licensee is not permitted to change any customizing settings since this may interfere with the implementation of the Project.
- All content will be delivered in English; currency is USD; USA is the only country in scope.

1.17 Scope Assumptions

- Licensee is fully responsible for the technology infrastructure environment required for SAP implementation, including but not limited to SAP Basis, Transport System, Database Administration, Network Administration, server and storage hardware and software architecture. Reasonable full access to these systems during normal business hours will be provided to SAP. If Licensee contracts a hosting vendor for these services it will be considered outside the scope of this SOW.
- SAP assumes that there is one landscape environment and or cloud provider throughout the entire term of this contract. Should the Licensee switch cloud providers during the project new work and or effort will be documented and presented through the change request process. SAP will not perform new work associated with a new cloud provider without an authorized change order that is fully executed.
- SAP assumes strict adherence by the Cloud Provider to the proposed timeline in this SOW. Adherence by the Cloud Provider for each cycle and for each SAP system includes hardware setup and sized appropriately; operating system and licensed software installed and provisioned; SSO and security setup by system; full connectivity and SLA uptime during project hours; backup schedule compliance; and necessary lead time to complete migration of SAP system copies from legacy on premise system to cloud environment. If the project cannot adhere to the estimated project timeline due to the Cloud Provider's inability to fulfill these responsibilities per the project schedule, a change request will be necessary; SAP will present the additional services costs and impacts to the proposed go-live date through the change request process; and Licensee agrees to accept sole responsibility for said costs and impacts.
- Licensee will have an active SAP Logon GUI Front End connection to the appropriate SAP project infrastructure throughout the Project.
- Offsite resource will need remote access to all necessary Licensee systems to perform their tasks and support the Licensee.
- Licensee will ensure the SAP landscape is accessible via the SAP Service Connection (SAP OSS) network.
- Licensee is responsible to provide periodic full system backup as needed during the Project and restore such backup as needed.
- Three HANA systems deployed in final environment, DEV, QA and PROD—PROD used as SBX and Rehearsal platforms.
- Current Production database uncompressed is approx. 1.3TB, DB2.
- Source release is BW 7.02 SP0018.
- Four System Landscape SBX, DEV, QA and PROD.
- Source system is Unicode system.
- Source system for the migration is dual stack system.
- SAP will perform the Dual-Stack split as part of the migration in the respective migration cycle.
- Downtime for Sandbox, Development, Quality Assurance, Production is up to 72 hours.
- Only content in English will be tested.
- Service is focused on technical upgrade and migration; any SAP BW specific new functionality will not be implemented.
- As part of the project, Licensee and SAP will mutually target/select no more than 50 info providers to optimize at project start. As part of the project scope, SAP consultants will optimize no more than 50 info providers.
- Licensee will have key technical personnel attend HA 200 (SAP HANA - Operations & Administration). Knowledge transfer for migration and basis activities in this scope requires a base level of HANA education from the Licensee.
- A change of host name is not required.
- A change of the SAP System ID (SAP) is not required.
- Licensee responsible to repoint SAP on premise portal to cloud provider BW on HANA location.

- Licensee is fully responsible for management of cloud provider systems. This includes responsibility for Management of Operating System, HANA Databases and NetWeaver Stack up to application level.
- Licensee is fully responsible for uptime and patching of Operating System, HANA Databases, and NetWeaver Stack up to application level.
- Licensee is responsible for the availability of the infrastructure of the migration environments during the duration of this project. SAP assumes that the SAP HANA infrastructure is available on a 24/7 basis during the project to accommodate all project activities specified in this scope statement to achieve the estimated timelines. If Licensee requires maintenance windows to take servers or databases offline, SAP PM will be provided a minimum of 3 business days notice to make necessary adjustments to the project plan and resource deployment. In the event of an emergency maintenance requirement, SAP and Licensee will jointly access the impact to the project schedule and if required, the change management process may be utilized.
- Licensee is fully responsible for backup as well as restoring from backup if the project team requests.

1.18 Scope Exclusions

The following is considered out of scope:

- Archiving
- Migrating any data that is tracked / maintained in spreadsheets
- Field enhancements, developments (including custom and software developments)
- Creation of functional specifications
- Functional or business consulting, and creation of functional or technical specifications for existing objects or BI reporting. Note: HANA related technical specifications are expected to be in scope.
- Activation and customization of Business Functions
- Installation and/or upgrade and/or update of SAP Java components
- Any changes required because of pre-existing Licensee specific modifications, enhancements or developments
- Any changes that are required because of industry specific functionality or requirements for country specific localization
- The planning and execution of functional, integration, user acceptance and performance test is out of scope: SAP consultant will advise on issues found related to the technical migration
- Add-ons and 3rd Party compatibility
- Interface testing by SAP
- Changes of existing processes or introduction of new processes
- Modifications or user exits
- Syntactical upgrade adjustments (modification adjustments and licensee objects)
- Changes to the standard user interface of the new release
- Adaptation or creation of user interface or transaction variants that were not automatically transferred in the upgrade (these must be re-created manually by Licensee) including BW on IP.
- Installation of additional languages other than already available in the source system (exception of standard English and German), language supplementation and ABAP load generation
- Installation or upgrade of the front-end software (such as SAPGUI or SAPLOGON)
- Installation and setup of any SAP BI components, i.e. the installation of SAP BI 4.0 Enterprise server, Data Services and SAP BI 4.0 Frontend tools
- Installation or upgrading and patching of operating systems
- Installation or upgrades and patching of database systems other than the BW database included in the scope of this SOW

- Installation and configuration of SAP BI Java
- Functional upgrade of SAP BI Java
- Functional Upgrade of SAP BW (e.g. changes to any data flow logic, structure of InfoProviders, migration of workbooks or templates with custom VBA/Java code, migration of planning objects including planning queries, enhancement of existing data model/reporting objects, migration of Analysis Authorization to 7.x method, migration of 3.x Data Flows to 7.x Data Flows, migration of InfoCubes and Semantic Partitioned Objects (SPO), migration of any Real-time Data Acquisition enabled DSOs. functional migration of HybridProvider, Migration of BW Accelerator InfoCubes)
- Implementation of SAP BW specific functionality (e.g. planning engine, real-time reporting)
- Performing a Near Zero Downtime (NZDT) upgrade
- Any downtime optimization activities other than those provided with the update and migration tools
- Homogeneous system copy(ies) from Production/refreshes
- Functional tests, integration tests, and user acceptance tests (these must be performed by Licensee, including activities relating to the test data and test cases). SAP consultant will advise on BW HANA migrations issues identified for standard BW functionality/objects found during testing
- SAP BW Code remediation for customized objects. Code remediation for standard SAP BW code on HANA is expected to be remediated for show-stopping issues
- The setup and configuration of SAP Solution Manager
- Adaptation or creation of user interface or transaction variants that were not automatically transferred in the upgrade (these must be recreated manually by Licensee) is excluded
- Implementing or testing of a high availability and/or disaster recovery solution (s) is excluded—time allocated (two weeks) for Licensee to perform a DR (Site-to-Site) failover is in the QA cycle. SAP consultant will advise on issues found related to standard BW or HANA. For DR testing, all SAP access to systems, networks, applications, authorizations, and software are the responsibility of the Licensee and systems to be in place before project start
- Unicode conversion of a multiple codepage system
- Unicode enablement of ABAP programs
- Assignment of language keys to vocabulary
- All activities related to sizing and architecture; CHARM, Transport Management (e.g. CHARM, CTS+), SOLMAN configurations; dual system maintenance; functional activities are excluded
- Source system preparation tasks (e.g. upgrading and/or patching database and/or operating system and/or SAP BW before migration)
- Target system preparation tasks (e.g. applying Support Packages and/or SAP Notes on the target system, backup and restore of SAP HANA appliances to repeat a test migration, execution of configuration tasks listed in the pre-delivery requirements checklist)
- Data cleansing or data cleanup activities
- Performance tuning/Code Optimization in the source and/or target system
- Application Managed Support (AMS) activities.
- Installation and configuration of additional SAP BW instances other than stated as in the scope
- In-memory conversion beyond 50 InfoProvider.
- Creation of test data and test scenarios other than stated as in the scope
- Implementing an Information Lifecycle Management (ILM) solution (such as data archiving, Near-Line-Storage, etc.)
- Additional system copies (homogeneous or heterogeneous) of source or target systems
- BW related administrative tasks (e.g. starting/stopping Process Chains and delta queues, changing of RFC destinations, configuration of data extractors, performing data loads, BW related housekeeping tasks) unless where stated explicitly otherwise in this agreement

- SAP basis administrative tasks (e.g. starting and stopping of systems, user management, system connectivity, backup and restore, performance tuning, SAP basis related housekeeping tasks) unless where stated explicitly otherwise in this agreement
- Any formal SAP education classes or other offerings from SAP Education. SAP recommends SAP training HA200 for Licensee. The course is excluded from scope
- SAP will not provide content for End User training
- SAP will not provide programs to migrate data
- An analysis of as-is business processes
- Procurement of software licenses (SAP and non-SAP licenses)
- Coordination of work required from Licensee's hosting or other third party vendors
- Any other activities or deliverables not explicitly described in this Exhibit
- Implementation on any additional servers not explicitly mentioned in the Scope Document
- Licensee specific authorizations roles and security concepts including SSO. SAP will usually use the standard authorization content provided with the SAP Software
- Localized content for any specific country
- Any changes required because of pre-existing Licensee specific enhancements or developments
- Any changes required because of quality or values of Licensee's master and transactional data
- Any changes required because of industry specific functionality or requirements for country specific localization
- SAP changing configuration in the Sandbox, Development, Quality or Production Systems
- SAP performing Tests in the Sandbox, Development, Quality or Production Systems
- Interfaces to third party or to legacy systems.
- Creation or change of print forms.
- Reports that are not in the SAP standard application or modifications to these standard reports.
- All required software licenses' need to be available before the start of the project.
- If the SAP Software will be installed during the Project, then the timing of that installation will be mutually agreed between SAP and Licensee during the Project.
- No Workflows, Reports, Interfaces, Conversions (Data conversion programs for data migrations), Enhancements or Forms will be created or delivered within the scope of this Project. Standard SAP code will be neither modified nor extended.
- Inclusion of out-of-scope items would require additional consulting services through a change order or separate statement of work.
- Performance optimization on the source and/or target system is excluded.
- Legacy HR data structuring and report design is the responsibility of Licensee.
- Legacy HR data training associated with data access and report generation is the responsibility of Licensee.

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Exhibit 2

To

Order Form No. 302554631

("Order Form")

effective March 28, 2017 ("Effective Date")

Change Request Procedure

Effective Date of Change Order : _____

The change order can only be utilized by an amendment in writing, agreed upon by both parties

1. Describe the requested change:

_____

_____

2. Define the impact, if any, on existing consulting services and/or Deliverables (if any):

_____

_____

3. Define additional consulting services required as a result of the requested change, if any:

_____

_____

4. Define the impact, if any, to the existing Project plan. Provide an updated Project plan if appropriate.

_____

_____

5. Provide an updated consulting services and payment schedule, if appropriate.

_____

_____

SAP Public Services, Inc

The School Board of Broward County, Florida

_____

Signature 1 (SAP)

_____

Signature 1 (Licensee)

_____	_____
Print Name	Print Name
_____	_____
Title	Title

Date _____

Exhibit 3

Service Description

SAP Implementation - On Premise

Customer is undertaking a project ("Customer's Project" or "Project") to implement SAP Software. Customer is the owner of the Customer's Project and is responsible for the process, scope, costs, resources and targeted solutions of Customer's Project.

SAP will provide Services to assist with the Customer's Project as further defined in the Order Form and the Scope Document (Exhibit 1). This document provides definitions and content that apply for such implementations.

1. Definitions

1.1 Capitalized terms in this document that are not defined herein have their meaning defined in the General Terms and Conditions (or alternatively the governing terms and conditions or agreement as set forth in the Order Form) or Scope Document.

1. On Premise: SAP solution is hosted on servers owned and managed by the Customer or its nominated service providers, and located at the Customer's or the Customer's service provider's own facilities.
2. SAP Best Practices: SAP's predefined business processes, configuration content and documentation for SAP Software. SAP Best Practices may be used as the basis for SAP implementation activities.
3. Rapid-Deployment Solution: packaged content that provides a predefined scope, delivery approach and SAP Best Practices business processes and configuration to accelerate the deployment of SAP software.
4. Engineered Service: a service delivered by SAP that has a predefined scope, delivery approach and accelerators.
5. SAP Activate: a standard SAP methodology used for SAP implementation projects that includes a Design Based or Assemble to Order (A2O) approach.
6. Design Based: an implementation approach that utilizes traditional design techniques and may include SAP Best Practices as a baseline.
7. Assemble to Order (A2O): an implementation approach that utilizes a pre-assembled baseline system comprised of SAP Best Practices and/or other implementation accelerators such as SAP Rapid-Deployment Solutions or Engineered Services to perform scope validation and delta scoping activities.
8. Developments: changes or extensions to standard SAP Software source code and development objects.
9. Workflow: sequence of connected steps triggered by an event to automate a process such as a document approval. Examples include SAP Business Workflow.
10. Reports: technical objects designed to deliver business figures or reports with no change to application data.
11. Interfaces: technical objects to transfer information from one system to another. Usually refers to objects that are not part of the SAP licensed Software. Examples of technology include SAP Process Integration and Intermediate Documents (IDocs).
12. Conversions: technical objects used to migrate data to SAP systems during the Service. Examples of technology include data migration programs, SAP Data Services and Legacy System Migration Workbench (LSMW).
13. Enhancements: changes and additions to SAP functionality using development objects specifically provided for Customer changes. Examples include the use of user exits and business add-ins (Exits).
14. Forms: printed or electronic forms containing formatted information from SAP applications. Examples of technology include SAPscripts, Smart Forms and SAP Interactive Forms by Adobe.
15. Sandbox Environment: a temporary SAP system environment used to demonstrate processes and example prototypes. Implementation work undertaken in a Sandbox Environment is typically not transported to other environments.

17. Development Environment: a SAP system environment in which initial configuration and build activities are completed. Implementation work undertaken in a Development Environment would be transported to a Quality Assurance Environment or Production Environment.
18. Quality Assurance Environment: a SAP system environment used for testing transported content from the Development Environment prior to transporting it to the Production Environment.
19. Production Environment: a SAP system environment used to execute operational business processes.
20. User Acceptance Test: test undertaken by end users to check that the system operates according to the agreed design.

2. SAP Implementation Services

2.1 SAP will perform the Services as further specified in the Scope Document.

2.2 In performing the Services, SAP may utilize accelerators such as SAP Best Practices, Rapid-Deployment Solutions and/or Engineered Services.

2.3 SAP may use certain software and tools (all referred to as Tools herein) for its work, for which the rights are not already regulated through a software license agreement. All title to and rights in Tools, including without limitation copyright and rights of authorship, remain with SAP or SAP SE. These Tools may be copied to Customer's system and Customer is granted non-exclusive rights to use Tools for the term of and solely for the purposes related to the Service. No other use, including the creation of further copies or use on another system, is permitted. Tools and all permitted copies of Tools must be deleted at the end of the Service. If at SAP's sole discretion Tools are left on the system for documentation purposes, Customer is not permitted to use Tools for any other remaining purpose except documentation. Such Tools are on an as-is basis with no warranty. SAP will not support or enhance the Tools beyond what is provided during the term of the Service.

3. Approach

3.1 SAP will use the applicable portions of the SAP Activate methodology to perform the Services unless otherwise agreed in the Scope Document.

3.2 For A2O projects and projects implementing individual Rapid-Deployment Solutions and/or Engineered Services, the standard phases are defined as follows. Further detail of the phases and activities that apply and the responsibilities of SAP and Customer are defined in the Scope Document.

1. **Prepare**: The project is formally initiated and the schedule, project plans and resources are agreed. Accelerators such as Rapid-Deployment Solutions and/or Engineered Services are assembled in the Customer's Development or Sandbox environment to provide a baseline environment for the Explore phase that follows.
2. **Explore**: The project team undertakes validation workshops to confirm the baseline processes and identify and specify delta scope between Customer's requirements and accelerators such as Rapid-Deployment Solutions and/or Engineered Services. Workshops are focused on the fit/gap of the baseline solutions and making decisions about the business changes that are required. The design of delta scope is completed and agreed.
3. **Realize**: The Customer-specific configuration is undertaken in the baseline environment and any agreed delta scope is delivered. The test approach and knowledge transfer is executed. The Customer User Acceptance Testing is completed.
4. **Deploy**: Final checks are made before the cutover to the Production Environment and end users are trained. Ongoing support is put in place by the Customer and the project is closed.

3.3 For Design Based projects, the standard phases are defined as follows. Further detail of the phases and activities that apply and the responsibilities of SAP and Customer are defined in the Scope Document

1. **Prepare**: The project is formally initiated and the schedule, project plans and resources are agreed. The SAP Development Environment is created.
2. **Explore**: The project team undertakes workshops to design how the software will be configured and finalize the scope including identifying, specifying and agreeing any delta scope between Customer's requirements and the SAP Software.

3. **Realize**: The Customer-specific configuration is undertaken and any additional agreed delta scope is delivered. The test approach and knowledge transfer is executed. The Customer User Acceptance Testing is completed.

4. **Deploy**: Final checks are made before the cutover to Production Environment and end users are trained. Ongoing support is put in place by the Customer and the project is closed.

4. Roles and Governance

4.1 The roles and project governance for the Customer's Project is defined in the Scope Document.

5. Customer Responsibilities

5.1 The overall Customer responsibilities are listed below. Specific Customer and SAP responsibilities are further detailed in the Scope Document.

1. Ensure it has all necessary license rights, including third party license rights, required to allow SAP to perform the Services.
2. Appoint a Project Manager and/or Program Manager to act as the Customer's single point of contact for SAP.
3. Provide sponsorship from the Customer's senior management, who will be available on a timely and regular basis to monitor progress and to act as a decision maker for policy decisions and issue resolution.
4. Manage the Customer's third party service providers.
5. Provide knowledgeable, decision-empowered resources that are available to work on the Customer's Project as part of the team.
6. Ensure that Customer team members are knowledgeable about the solution being implemented and define their training approach and schedule.
7. Minimize the change in personnel throughout the duration of the Service.
8. Provide SAP with adequate work space as necessary for the duration of the Services including meeting rooms for work on-site. The work space should include projectors, printers, scanners, copiers, file storage and miscellaneous office supplies as needed. Sufficient temporary desks, or "hot desks", will be made available to enable each SAP resource to have a desk for each day they are on-site. No SAP employees will have an office on the Customer's premises with keys that provide exclusive use of the office to SAP. It is recommended that the SAP team is situated in a secure location.
9. Provide SAP with access to Customer's facilities as necessary for the performance of the Services including all necessary identification material (badges, passes, cards, etc.) for the duration of the Services. This includes necessary access to such buildings and systems during and after normal business hours, on weekends, and on holidays. Limitation of SAP access during these times may reduce SAP's ability to maintain the proposed schedule.
10. Supply SAP with the names and contact information of key Customer and third party resources assigned to the Project.
11. Ensure that any appropriate hardware required for the Service is secured before the start of the Project.
12. Be fully responsible for technology infrastructure that is on premise or hosted by a third party. This includes but is not limited to SAP infrastructure, network administration, security, periodic backup and restore activities as required, and server and storage hardware. These systems will be available throughout the Service according to the Project schedule.
13. Ensure that a consistent, stable, and fast SAP remote support connection/service connection is available between SAP and the Customer at the required times.
14. Provide SAP with the necessary authorizations for onsite and remote access to Customer's systems.
15. Allow the use of SAP laptops and mobile devices on Customer's network to SAP's network via SAP's Virtual Private Network (VPN) protocols or Customer will provide PCs and/or laptops with the Microsoft Office Suite and e-mail capability for the SAP team. Laptops and/or PCs provided by Customer must have the latest virus protection software.
16. Provide technical advice regarding any third party systems to which the team will have access.

17. Ensure that the Customer's Project is compliant with any relevant governmental and regulatory requirements.

18. Data cleansing of migrated data from Customer systems.

6. Assumptions and Exclusions

6.1 The Service Description assumptions are listed below. SAP may identify further assumptions in the Order Form or Scope Document.

1. All supporting documentation will be developed using industry standard personal computers/laptops using Microsoft Office applications (Word, Excel, MS Project, Visio and PowerPoint) or other mutually agreed documentation tools.

6.2 The Service Description exclusions are listed below. SAP may identify further exclusions in the Order Form or Scope Document.

1. Developments that change or extend the standard SAP Software source code

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SOFTWARE LICENSE AND SUPPORT AGREEMENT
Software Order Form No. 12 ("Order Form")
effective _____ _____, 2017 ("Effective Date")

Between	**SAP Public Services Inc.** **3999 West Chester Pike** **Newtown Square, PA 19073** **(hereinafter "SAP")**
And	**The School Board of Broward County** **600 Southeast Third Avenue** **Fort Lauderdale, FL 33301** **(hereinafter "Licensee")**

PREAMBLE:

SAP and Licensee agree that this Order Form is hereby annexed to and made a part of the SAP Software License Agreement between SAP Public Services, Inc. and Licensee effective December 7, 1999 ("Agreement"). For purposes of this Order Form, all references to the term "Appendix" or "Appendices" under the Agreement shall be replaced by the term "Order Form". In each instance in which provisions of this Order Form contradict or are inconsistent with the provisions of the Agreement, the provisions of this Order Form shall prevail and govern.

1. **LICENSED SOFTWARE AND FEES:** The Software licensed to Licensee pursuant to this Order Form and the associated fees are identified in Schedule 1. All license fees are net after discount, if applicable. The total net license fees identified in Schedule 1 and payable under this Order Form are 950,193.30 USD, which shall be invoiced upon execution of this Order Form.

   If Licensee has an affiliate or subsidiary with a separate agreement for SAP software licenses and/or support services, with SAP SE, any SAP SE affiliate (including SAP) and/or any other distributor of SAP software, the Software shall not be Used to run such affiliate's or subsidiary's business operations and such affiliate or subsidiary shall not receive any support services under this Agreement even if such separate agreement has expired or is terminated, unless otherwise agreed in writing by the parties.

2. **SAP SUPPORT SERVICES AND FEES:** SAP and Licensee agree that SAP Standard Support is the applicable SAP Support offered by SAP for the Software licensed under this Order Form as set forth in the SAP Support Schedule to the Agreement.

   SAP Support shall commence as of the first day of the month following the Effective Date of this Order Form. The initial term of SAP Support is the remainder of the current calendar year ("Initial Term"). After the Initial Term and subject to the Agreement and SAP Support Schedule, SAP Support shall renew at the beginning of each calendar year for the subsequent one year period. SAP Support Fees shall be paid annually in advance and shall be as specified below.

   The SAP Standard Support Fee for the Software licensed under this Order Form is priced at the then current annual SAP Standard Support Factor in effect (currently 19%) multiplied by the total Maintenance Base (set forth in the Schedule 1 as "Maintenance Base") for the licensed Software stated in Schedule 1. The current annual SAP Standard Support Fee for the Software licensed under this Order Form is set forth in Schedule 1 as the "Annual Support Fee". SAP agrees that the SAP Standard Support Factor shall remain at 19% until December 31, 2019. Thereafter, SAP reserves the right to increase Licensee's SAP Standard Support Fee hereunder (without additional notice) from the prior year by the percentage increase in the Consumer Price Index (CPI), applied on a cumulative year-over-year basis starting from either the effective date of this Order Form or the date of Licensee's last SAP Standard Support Fee increase, whichever occurred later. CPI as used herein means "U.S. Consumer Price Index for all Urban Consumers, U.S. City Average - All Items 1982-1984 = 100 Base for a twelve (12) month period prior to such increase as published by the Bureau of Labor Statistics".

   Not raising fees in any given year or years is not a waiver of SAP's right to do so. SAP Support Fees are invoiced on an annual basis effective January 1 of a calendar year. Any SAP Support Fees due prior to January 1 are invoiced on a pro-rata basis for the given calendar year in effect. SAP Support Fees will

increase as additional software is licensed.

SAP Solution Manager is available to all SAP Support customers to the extent stated in the applicable SAP Support schedule, but does not currently interface with selected SAP BusinessObjects portfolio products.

3. **PAYMENT TERMS:** All fees are in USD. All payment terms for Software and Support are net thirty (30) days from date of invoice.

4. **DELIVERY:** Delivery of all Software licensed hereunder will be made by making such Software available for download or other electronic transmission to Licensee's location at: 600 Southeast Third Avenue, FORT LAUDERDALE, FL 33301 ("Delivery Location").

Licensee acknowledges having received the remote access information listed below allowing download of the Software through the SAP ServiceMarketplace (http://service.sap.com/swdc):

User ID:	S0008016580
Passcode:	=EKJ4J6U

Licensee confirms that it has access to SAP Service Marketplace as required to download the Software licensed under this Agreement.

Licensee agrees not to request any physical delivery of Software or Support Services and should it occur that any such delivery will be rejected by Licensee. Licensee agrees and understands that the calculation of Taxes may be affected by the delivery method and Delivery Location of the Software and corresponding SAP Support.

5. **NAMED USER DEFINITIONS:** As used herein, SAP BusinessObjects Portfolio ("SBOP") shall mean any licensed Software or third party software identified under Order Forms to the Agreement as an applicable Business Intelligence or Information Management package or product (if any), Enterprise Performance Management package or product (if any), and/or Governance, Risk and Compliance package or product (if any). Unless otherwise specifically set forth herein, all references to "SBOP" shall be deemed to include any licensed Software or third party software identified under Order Forms to the Agreement as "Legacy SBOP"; however, references to "Legacy SBOP" shall only mean any licensed Software or third party software identified under Order Forms to the Agreement as "Legacy SBOP".

6. **LICENSED SOFTWARE:** The Software licensed to Licensee pursuant to this Order Form consists of the component(s) identified in Schedule 1. Only individuals licensed as Named Users under the Agreement are permitted to Use the Software and third party software licensed under the Agreement. Such Use shall be in accordance with their respective Named User type, the identified Licensed Level, and the terms of this Order Form. Each Software product licensed hereunder may be referred to as a "Package". At SAP's request, Licensee shall deliver to SAP a report, as defined by SAP, evidencing Licensee's usage of the Software.

Licensed SAP Software may utilize limited functionality of other SAP Software products ("SAP Runtime Software"). Unless Licensee has expressly licensed the SAP Runtime Software (under this or a separate Order Form), Licensee's Use of such SAP Runtime Software is limited to access by and through the licensed SAP Software for the sole purpose of enabling performance of the licensed SAP Software. In the event Licensee Uses the SAP Software to build and/or operate a custom developed or third party application, additional license fees may be required.

There are no applicable country/language specific versions licensed by Licensee from SAP hereunder.

If Licensee has an affiliate or subsidiary with a separate agreement for SAP software licenses and/or support services, such affiliate or subsidiary shall not be licensed under this Agreement even if such separate agreement has expired or is terminated, unless otherwise agreed to in writing by the parties.

7. **PRODUCT SPECIFIC TERMS AND METRIC TYPES:** The following product specific terms and metric types apply to the Software licensed under this Order Form as applicable. In the event of a conflict or inconsistency between Schedule 1 and this Section 7, Schedule 1 shall take precedence.

7.1 SAP SOFTWARE:

All SAP Software:

SAP NetWeaver Foundation Runtime License. An application-specific runtime license of SAP NetWeaver Foundation is included with all Software Package licenses provided that SAP NetWeaver is delivered with the software. This runtime license grants the Licensee the right to Use SAP NetWeaver Foundation only with (i) the licensed SAP application (including customization), (ii) Modifications (iii) Add-Ons to the SAP application that do not directly access the database of the SAP applications or the information contained therein, and (iv) third party applications that do not directly access the database of the SAP applications or the information contained therein. Licensee's Developer Users may Use the tools included in SAP NetWeaver Foundation runtime license only for the development of these Modifications and Add-Ons described above.

SAP HANA [a]:

Software	License Metric
SAP HANA Runtime Edition for Applications and SAP BW [b] [c] [d] [e]	HSAV [1]

(a) *Definitions.*
i. *Data Sources*. Any software product(s) and/or database instance(s) for which Licensee has secured an appropriate license.

(b) If one or more limited use versions of SAP HANA (SAP HANA Runtime edition for SAP BW; SAP HANA Database Edition for SAP BW; SAP HANA Runtime edition for Applications and SAP BW ("HANA REAB")), and one or more of the following SAP HANA editions: SAP HANA Base Edition, SAP HANA Spatial Edition, HANA Platform Edition, HANA Enterprise Edition (individually, "HANA Full Use Edition"), are licensed and deployed in the same installation with shared HANA database tenants, then at least 50% of the installation must be used to operate one or more of the HANA Full Use Editions.

Notwithstanding anything to the contrary, SAP BW and SAP BW/4HANA running on HANA REAB can be deployed in the shared HANA database tenant with HANA Full Use Editions without any capacity limitations, provided no other HANA REAB Supported Software is deployed in the same HANA tenant.

(c) *Terms of use for Twitter API contained within SAP HANA, Enterprise Edition; SAP HANA, Runtime edition for Applications and SAP BW; and SAP HANA, Enterprise Information Management Option.*
The following shall apply to SAP HANA, Enterprise Edition; SAP HANA, Runtime edition for Applications and SAP BW; and SAP HANA, Enterprise Information Management Option: Use of the Twitter API is subject to the Licensee's acceptance of any applicable terms and conditions published by Twitter. Licensee is solely responsible for its use of the Twitter API and for obtaining all API keys and account credentials required to access or use the Twitter API. Licensee indemnifies SAP from any claims relating to the use of the Twitter API by the Licensee or its End Users. The Twitter API is excluded from SAP representations, warranties, indemnifications and support obligations.

(d) *SAP HANA, Runtime Edition for Applications and SAP BW, licensed by SAP HANA Application Value*:
SAP HANA Runtime Edition for Applications and SAP BW is a runtime database ("HANA REAB") licensed for Use in conjunction with Licensee's Use of Software and/or Third Party Software, and solely to the extent such Software components are licensed by Licensee ("HANA REAB Supported Software") in accordance with the terms herein.

REAB Runtime Software Rights. The HANA REAB license includes the following Runtime Software:
(1) SAP HANA Platform;
(2) SAP Data Integrator ("DI");
(3) SAP Smart Data Integration ("SDI");
(4) SAP Landscape Transformation replication server ("SLT");
(5) SAP ASE and MaxDB databases;
(6) SAP Data Warehousing Foundation;
(7) SAP Dynamic Tiering;
(8) SAP Business Warehouse Accelerator;

(9) SAP Near-line storage for SAP BW (NLS for BW);
(10) SAP HANA Rules Framework;
(11) SAP HANA Data Privacy Option.

SAP HANA Platform includes the HANA Studio component. All data modeling, distribution, creation and extension of data structures, including tables and virtual tables via Smart Data Access used in HANA REAB must be performed via the HANA REAB Supported Software. Use of DI, SDI and SLT is limited solely to loading data into HANA REAB or HANA REAB Supported Software. Data may be loaded from an appropriately licensed Data Source via DI, SDI or SLT or via HANA REAB Supported Software interfaces. SDI may also be used with Smart Data Access in a data federation scenario.

Use of the SAP HANA Studio component is limited solely to administering, monitoring and creating custom views for the HANA REAB database instance. All reporting must be performed via the HANA REAB Supported Software or via custom views created using HANA Studio. Such custom views may be accessed by SAP or non-SAP BI tools.

NLS for BW includes a runtime license of (a) SAP IQ Enterprise Edition, (b) SAP IQ Enterprise Edition-Very Large Database Management Option and (c) SAP IQ Enterprise Edition-Unstructured Data Analytics Option, which may solely be used with SAP BW.

SAP BusinessObjects Enterprise on REAB. When used as a runtime database for the SAP BusinessObjects Enterprise, HANA REAB may be used (i) as a database for the Central Management Server (CMS) repository, (ii) as an audit database for the BI Platform, and (iii) as a platform by the SAP BusinessObjects Design Studio runtime for SAP HANA component.

SAP Data Hub on HANA REAB. When used as a runtime database for SAP Data Hub, HANA REAB may be used as a database via the SAP Data Hub application for the design, operations, management and monitoring of the SAP Data Hub Software.

The license fee for HANA REAB is calculated on the basis of the HANA SAP Application Value for Licensee's HANA REAB Supported Software. Licensee shall pay additional license fees for HANA REAB in the event Licensee's HANA SAP Application Value increases.

Licensee acknowledges that Licensee may have to install a HANA REAB-compatible release of the HANA REAB Supported Software in order to enable certain business functions or provide configuration as described above. Future releases of HANA REAB developed for Use with HANA REAB Supported Software may not be compatible with current releases and may not be available via the respective SAP Support offering. Technical migration from HANA REAB Supported Software to another release of the Software and/or Third Party Software as used separately from HANA REAB and/or to another database offering may not be possible.

(m) Product versions marked as "Earlier Versions" on SAP Service Marketplace may only be downloaded and/or used by Licensees who are or previously were Sybase customers and who have or previously had licensed the particular earlier version of software that they wish to download and/or use.

(1) **HANA SAP Application Value (HSAV)** is the sum of prices for licensed Software, excluding those items identified in the list of prices and conditions that do not contribute to the HANA SAP Application Value.

S/4 HANA PACKAGES [(b) (c) (d)]**:**

Software	License Metric
SAP S/4HANA Enterprise Management for ERP customers [(e)]	Flat Fee [(1)]

(b) S/4HANA Packages shall only be deployed on a SAP HANA database installation (collectively "S/4HANA Installation"). Only S/4 HANA Packages (and no other Software) shall be deployed on a S/4HANA Installation. For clarity, the preceding sentence only applies to software licensed from SAP, its affiliates and or its authorized distributors and resellers. Notwithstanding anything to the contrary in the Agreement, S/4HANA Packages are not licensed for Use with any third party runtime database.

(c) *Named User and Metric Requirements for S/4HANA Packages*. The only S/4HANA Package that requires SAP Named User licenses is S/4HANA Enterprise Management.

(d) *SAP S/4HANA Compatibility Packs*. "S/4HANA Compatibility Pack" shall mean an S/4HANA compatible copy of the Software shown in the "Classical Solution" column of the Matrix (the list of applicable Software located at the following link, a current copy of which is attached hereto as Exhibit 1: https://uacp.hana.ondemand.com/http.svc/rc/PRODUCTION/pdfac0fa9551dd88809f10000000b441570/1511%20000/en-US/MATRIX_OP1511.pdf). The S/4HANA Compatibility Pack may be Used by Licensee as, and in accordance with the terms of, an S/4HANA Package. Such Use is further subject to the following:

- Licensee must have a license to Use i) such Software in the Classical Solution column of the Matrix and ii) the prerequisite shown on the Matrix.
- Users are included for the Classical Solutons licensed for use with S/4HANA installation.
- S/4HANA Compatibility Packs may only be Used until the applicable expiration date shown on the Matrix.

(e) *S/4HANA Enterprise Management*. Licensee shall be deemed to have licensed SAP ERP Package solely for the purpose of meeting the requirement to have a license for SAP ERP Package in order to have the right to Use the ERP Package Compatibility Pack.

(1) **Flat fee** are fixed package license fees for the software.

Public Services - Public Sector (PS):

Software	License Metric
SAP Budgeting and Planning for Public Sector (a) (c)	Total Annual Budgets (1) (Units of 100M)

(a) Software referencing this footnote is identified as a Focused Business Solution ("FBS Software"). The following special support strategy and conditions apply: SAP Support for FBS Software shall be provided in accordance with the applicable SAP Support terms as amended by the then current support strategy and conditions found at http://service.sap.com/fbs/availability (inclusive of any successor site(s) made known by SAP, the "Strategy & Conditions Site"), , a current copy of which is attached hereto as Exhibit 2.

The Strategy & Conditions Site is hereby amended to include the following terms:

FBS Software requires, as a prerequisite to its Use and installation, a specific version (e.g. release, service level pack, and/or enhancement pack) of certain SAP Software (the "Base Software"), which is identified on the Strategy & Conditions Site and must be separately licensed and installed by Licensee.

In the future, should SAP elect, in its sole and exclusive discretion, to make new release(s) of FBS Software commercially available as part of SAP Support, such new release(s) may (a) differ functionally, (b) have different supported language(s) and/or (c) have different Base Software requirements from prior FBS Software release(s).

Mainstream and extended maintenance dates for FBS Software are targets, and therefore subject to change by SAP.

Maintenance and extended maintenance for any FBS Software release is contingent upon Licensee remaining subscribed to, and current on, payment for maintenance for the applicable Base Software.

In no event will maintenance or extended maintenance for any FBS Software release be provided following the expiration or termination of mainstream or extended (as applicable) maintenance on the underlying Base Software.

(c) *SAP Budgeting and Planning for Public Sector.* SAP Budgeting and Planning for Public Sector includes the following Runtime Software: SAP Business Planning and Consolidation, version for SAP NetWeaver

(planning only).

(1) **Total annual budgets** are the total annual public sector budgets of the SAP customer (i.e. agency, institution, program or department) based on current budget period.

8. **DATABASE:** The Software licensed hereunder may require a database product. This Agreement does not contain a license to use any database product, even where integrated or pre-installed as part of the Software. Except for the SAP HANA database(s) licensed pursuant to Schedule 1 hereof, this Agreement does not contain a license to use any third-party database product, even where integrated or pre-installed as part of the Software.

Each database product is subject to its respective vendor license agreement. SAP makes no representations or warranties as to the terms of any license or the operation of any database product obtained directly from a third party vendor by Licensee. Licensee is responsible for support and maintenance of any database product obtained from a third party vendor, and SAP has no responsibility in this regard.

9. **VALIDITY OF OFFER:** The validity of this offer will expire on September 15, 2017, unless sooner executed by Licensee, or extended in writing by SAP.

(Corporate Seal)

Attest:_____

Superintendent of Schools

The School Board of Broward County, Florida

By:_____

Approved as to Form:
Janette M. Smith Digitally signed by Janette M. Smith
Date: 2017.08.31 13:56:09 -04'00'

(Corporate Seal)

Attest: _____

SAP Public Services, Inc.

By: Jon Miller

State of Pennsylvania

County of Delaware

The foregoing instrument was acknowledged before me this 31 day of August, 2017 by Jonathan H. Miller of SAP Public Services, Inc., on behalf of the corporations. He took an oath and is personally known to me or has produced drivers license as identification.

My commission Expires:

(SEAL)

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MARY E. VIZZARD, Notary Public
Newtown Twp., Delaware County
My Commission Expires September 19, 2017

Mary E. Vizzard
Signature of Notary Public

Notary Public

Printed Name of Notary

Mary E Vizzard

Schedule 1 to Order Form	
Customer Name	**The School Board of Broward County**
Net License Fee	950,193.30 USD
Support Type	SAP Standard Support
Support Percent %	19.00%
Maintenance Base	950,193.30 USD
Annual Support Fee	180,536.73 USD

Software Licensed						
Product	**TPP**	**SAV**	**License Metric**	**Blocks of (units)**	**License Quantity**	**Net License Fee**
SAP HANA, Runtime edition for Applications & SAP BW - Install Base			HSAV	1	1	853,407.00
SAP HANA, Runtime edition for Applications & SAP BW - New/Subsequent			HSAV	1	1	12,624.30
SAP S/4HANA Enterprise Management for ERP customers			Flat Fee	1	1	702.00
SAP Budgeting and Planning for Public Sector		X	Total annual budget	100 Mio. USD	37	83,460.00

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.

Exhibit 1

Please see separate file "S4_MATRIX_OP1511.pdf"

Exhibit 2

Please see separate document
Documentation Supplement SAP Budgeting and Planning for Public Sector
Version 1.0
February 2016

SAP S/4HANA Compatibility Scope Matrix (Expiration Date: December 31, 2025)

Classical Solutions Name	SAP S/4HANA Compatibility Pack Solutions*	Type***
Part 1: Universal Compatibility Packs		
SAP Payroll Processing for Non-profit Organizations	CP-SAP Payroll Processing for Non-profit Organizations	U
SAP EHS Management: product and REACH compliance	CP-SAP EHS Management: product and REACH compliance	U
SAP Remote Logistics Management for Oil&Gas	CP-SAP Remote Logistics Management for O&G	U
SAP Merchandising for Retail	CP-SAP Merchandising for Retail-U**	U
SAP Financial Closing cockpit	CP-SAP Financial Closing cockpit	U
SAP Payment Engine	CP-SAP Payment Engine	U
SAP EHS Management, product safety	CP-SAP EHS Management, product safety	U
SAP Bank Communication Management, option for multisystem payment consolidation	CP-SAP Bank Communication Management, option for multisystem payment consolidation	U
SAP Common Area Maintenance Expense Recovery	CP-SAP Common Area Maintenance Expense Recovery	U
Logging of SAP GUI for Windows	CP-Logging of SAP GUI for Windows	U
UI Field Security	CP-UI Field Security	U
SAP Service Station Retailing for O&G	CP-SAP Service Station Retailing for O&G	U
SAP Work Manager	CP-SAP Work Manager **	U
SAP Tax Classification and Reporting	CP-SAP Tax Classification and Reporting	U
SAP Inventory Manager	CP-SAP Inventory Manager **	U
Logging of Web Dynpro ABAP	CP-Logging of Web Dynpro ABAP	U
Logging of RFC/BAPI and Web Service	CP-Logging of RFC/BAPI and Web Service	U
Asset management for oil & gas	CP-Asset management for oil & gas	U
SAP Multiresource Scheduling	CP-SAP Multiresource Scheduling	U
SAP Multiresource Scheduling with Optimizer	CP-SAP Multiresource Scheduling with Optimizer	U
SAP Payroll Processing	CP-SAP Payroll Processing	U
SAP Shared Service Framework, Human Resources	CP-SAP Shared Service Framework, Human Resources	U
SAP Equipment and Tools Management for EC&O	CP-SAP Equipment and Tools Management for EC&O	U
SAP Educational Services for HER	CP-SAP Educational Services for HER **	U
SAP Capital Yield Tax Mgmt, international version	CP-SAP Capital Yield Tax Mgmt, international version	U
SAP Capital Yield Tax Mgmt, version for Germany / Switzerland	CP-SAP Capital Yield Tax Mgmt, version for Germany / Switzerland	U
SAP Force Organization & Personnel for D&S	CP-SAP Force Organization & Personnel for D&S	U
SAP Force Sustainment for D&S	CP-SAP Force Sustainment for D&S	U
SAP Hydrocarbon Supply & Primary Distribution for O&G	CP-SAP Hydrocarbon Supply & Primary Distribution for O&G **	U
SAP Hydrocarbon Management for O&G	CP-SAP Hydrocarbon Management for O&G **	U
SAP Receivables Management	CP-SAP Receivables Management	U
SAP Configure, Price, and Quote for solution sales configuration	CP-SAP CPQ for sales configuration	U
SAP ERP, add-on for Polish SAF-T regulatory requirements	CP-SAP ERP, add-on for Polish SAF-T regulatory requirements	U
SAP ERP HCM and SAP Travel Management component	CP-SAP ERP HCM and SAP Travel Management component	U
SAP ERP HCM component	CP-SAP ERP HCM component	U
SAP ERP Travel Management component	CP-SAP ERP Travel Management component	U
One or more of the following: SAP ERP Foundation Starter, ERP Package, Enterprise Foundation Package, Foundation Starter, ERP_PAC, Category II Named User, mySAP Professional Named User, or Professional Named User.	CP-SAP ERP Foundation Starter**	U

Part 2: Limited Compatibility Packs		
SAP Merchandising for Retail	CP-SAP Merchandising for Retail-L	L
SAP Patient Management	CP-SAP Healthcare	L
SAP Ambulatory Care Management for Healthcare	CP-SAP Healthcare	L
SAP Paybacks and Chargeback by Vistex	CP-SAP Paybacks and Chargeback by Vistex	L
SAP Incentive Administration by Vistex	CP-SAP Incentive Administration by Vistex	L
SAP Promotions and Agreements by Vistex	CP-SAP Promotions and Agreements by Vistex-V	L
SAP Data Maintenance for ERP by Vistex - Pricing	CP-SAP Data Maintenance for Pricing by Vistex	L
SAP Data Maintenance for ERP by Vistex - Resources	CP-SAP Data Maintenance for Resources by Vistex	L
SAP Collections and Disbursements for Ins	CP-SAP Collections and Disbursements for Ins	L
SAP Claims Management Property and Casualty for Ins	CP-SAP Claims Management Property and Casualty for Ins	L
SAP Energy Data Management for Energy Utilities	CP-SAP Energy Data Management for Energy Utilities	L
SAP Bill-To-Cash Management for Energy Utilities	CP-SAP Bill-To-Cash Management for Energy Utilities	L
SAP Bill-To-Cash Management for Water Utilities	CP-SAP Bill-To-Cash Management for Water Utilities	L
SAP Sales Management and Customer Service for Energy Utilities	CP-SAP Sales Management and Customer Service for Energy Utilities	L
SAP Sales Management and Customer Service for Water Utilities	CP-SAP Sales Management and Customer Service for Water Utilities	L
SAP Intercompany Data Exchange Foundation for Energy Utilities	CP-SAP Intercompany Data Exchange Foundation for Energy Utilities	L
SAP Intercompany Data Exchange for German Electricity	CP-SAP Intercompany Data Exchange for German Electricity	L
SAP Water Data Management for Water Utilities	CP-SAP Water Data Management for Water Utilities	L

SAP Advanced Metering Infrastructure for Energy Utilities	CP-SAP Advanced Metering Infrastructure for Energy Utilities	L
SAP Advanced Metering Infrastructure for Water Utilities	CP-SAP Advanced Metering Infrastructure for Water Utilities	L
SAP Multichannel Foundation for Utilities	CP-SAP Multichannel Foundation for Utilities	L
SAP Commercial Project Mgmt, opt. f. workspaces	CP-SAP Commercial Project Management, option for workspaces	L
SAP Commercial Project Mgmt, opt. f. cost and revenue planning	CP-SAP Comm. Project Mgmt, option for cost and revenue planning	L
SAP Commercial Project Mgmt, opt. f. issue and change manag.	CP-SAP Comm. Project Mgmt, opt. for issue and change manag.	L
Cerner i.s.h.med from SAP, basic medical record bundle	CP-SAP Healthcare	L
Cerner i.s.h.med from SAP, advanced medical record bundle	CP-SAP Healthcare	L
Cerner i.s.h.med from SAP, tasks and pathways bundle	CP-SAP Healthcare	L
Cerner i.s.h.med from SAP, specialty surgery bundle	CP-SAP Healthcare	L
Cerner i.s.h.med from SAP, specialty radiology bundle	CP-SAP Healthcare	L
SAP Fashion Management Solution	CP-SAP Fashion Management Solution	L
SAP Engineering Control Center standard	CP-SAP Engineering Control Center standard	L
SAP Engineering Control Center professional	CP-SAP Engineering Control Center professional	L
SAP Invoice Management by OpenText	CP- SAP Invoice Management by OpenText	L
Cerner i.s.h.med from SAP, mobile access bundle	CP-SAP Healthcare	L
SAP Upstream Contracts Management for O&G	CP-SAP Upstream Contracts Management for O&G	L
SAP Upstream Operations Management for O&G	CP-SAP Upstream Operations Management for O&G	L
SAP Upstream Production Management for O&G, US production	CP-SAP Upstream Production Management for O&G, US production	L
SAP Secondary Distribution Management for O&G	CP-SAP Secondary Distribution Management for O&G	L
SAP Retail Fuel Network Operations for O&G	CP-SAP Retail Fuel Network Operations for O&G	L
SAP Hydrocarbon Supply & Primary Distribution for O&G	CP-SAP Hydrocarbon Supply & Primary Distribution for O&G	L
SAP Hydrocarbon Management for O&G	CP-SAP Hydrocarbon Management for O&G	L
SAP Patient Management Solution for Switzerland	CP-SAP Healthcare	L
SAP Commodity Management, option for softs	CP-SAP Commodity Management, option for softs	L
SAP Commodity Management, option for base metals	CP- SAP Commodity Management, option for base metals	L
SAP Commodity Management, option for precious metals	CP-SAP Commodity Management, option for precious metals	L
SAP Commodity Management, option for energy	CP-SAP Commodity Management, option for energy	L
SAP TRM, Commodity Risk Management	CP-SAP TRM, Commodity Risk Management	L
SAP OCR Option to Invoice Management by OpenText	CP-SAP OCR Option to Invoice Management by OpenText	L
SAP Archiving by OpenText	CP-SAP Archiving and Document Access by OpenText	L
SAP Document Access by OpenText	CP-SAP Archiving and Document Access by OpenText	L
SAP Workf. Sched. & Opt. by ClickSoftware - Analyze & Schedule, adv. ed.	CP-SAP WS&O by ClickSoftware - Analyze & Schedule, advanced edition	L
SAP Workf. Sched. & Opt. by ClickSoftware - Analyze & Schedule, basic ed.	CP-SAP WS&O by ClickSoftware - Analyze & Schedule, basic edition	L
SAP Workf. Sched. & Opt. by ClickSoftware - Anal.&Sched., upgr. basic to adv.	CP-SAP WS&O by ClickSoftware - Analyze & Schedule, upgrade basic to advanced	L
SAP Workf. Sched. & Opt. by ClickSoftware - Forecast & Plan	CP-SAP WS&O by ClickSoftware - Forecast & Plan	L
SAP Workf. Sched. & Opt. by ClickSoftware - Realtime Service	CP-SAP WS&O by ClickSoftware - Realtime Service	L
SAP Workf. Sched. & Opt. by ClickSoftware - Roster, adv. ed.	CP-SAP WS&O by ClickSoftware - Roster, advanced edition	L
SAP Workf. Sched. & Opt. by ClickSoftware - Roster, basic ed.	CP-SAP WS&O by ClickSoftware - Roster, basic edition	L
SAP Workf. Sched. & Opt. by ClickSoftware - Roster, upgr. basic to adv.	CP-SAP WS&O by ClickSoftware - Roster, upgrade basic to advanced	L
SAP Master Data Governance, retail and fashion mgmt ext. by Utopia	CP-SAP Master Data Governance, retail and fashion mgmt ext. by Utopia	L
SAP Extended Enterprise Content Management by OpenText	CP-SAP Extended Enterprise Content Management by OpenText	L
SAP Extended ECM by OpenText, limited access option	CP-SAP Extended ECM by OpenText, limited access option	L
One or more of the following: SAP ERP Foundation Starter, ERP Package, Enterprise Foundation Package, Foundation Starter, ERP_PAC, Category II Named User, mySAP Professional Named User, or Professional Named User.	CP-SAP ERP Foundation Starter-L	L

Part 3: Vistex Compatibility Packs		
SAP Paybacks and Chargebacks by Vistex	CP-SAP Paybacks and Chargeback by Vistex-V	V
SAP Incentives Administration by Vistex	CP-SAP Incentive Administration by Vistex-V	V
SAP Promotions and Agreements by Vistex	CP-SAP Promotions and Agreements by Vistex-V	V
SAP Data Maintenance for ERP by Vistex – Pricing	CP-SAP Data Maintenance for Pricing by Vistex-V	V
SAP Data Maintenance for ERP by Vistex – Resources	CP-SAP Data Maintenance for Resources by Vistex-V	V

* SAP S/4HANA Enterprise Management, SAP S/4HANA Enterprise Management for ERP, or SAP S/4HANA Foundation-Promotion is a prerequisite of any SAP S/4HANA Compatibility Pack Solution. Provided Licensee has a license for one of the prerequisites set forth in the preceding sentence, and if Licensee also has a license to a Classical Solution shown under the Classical Solutions column above, they shall automatically also have a license for the corresponding compatibility pack solution shown in the SAP S/4HANA Compatibility Pack Solutions column above, in accordance with the terms of their Agreement referencing this Matrix.

** This CP does not contain all of the functionality of the corresponding Classical Solution.

*** Compatibility Pack Types:
U = Universal. Universal CPs may be used with any release of SAP S/4HANA Enterprise Management, SAP S/4HANA Enterprise Management for ERP, or SAP S/4HANA Foundation-Promotion.
L = Limited. Limited CPs may only be used with releases 1503 and 1605 of SAP S/4HANA Enterprise Management, SAP S/4HANA Enterprise Management for ERP, or SAP S/4HANA Foundation-Promotion.
V = Vistex. Vistex CPs may only be used on S/4HANA Installations using release 1610 S/4HANA Enterprise Management, S/4HANA Enterprise Management for ERP or S/4HANA Foundation Promotion. SAP will not provide support for this type of Compatibility Pack after 30 June, 2019.

Documentation Supplement
Focused Business Solution:
SAP Budgeting and Planning for Public Sector

Release Availability Documentation

Available Software Releases and Required Base Software for the Focused Business Solution SAP Budgeting and Planning for Public Sector

This document lists the currently available releases for SAP Budgeting and Planning for Public Sector, and for each release, the SAP standard software required to install and use the solution. In addition, the table below lists the different languages available for each release, and per release the date until which SAP offers maintenance. Maintenance scope details can be found under www.service.sap.com/maintenance.
Planned maintenance duration for the product in general is until **31.12.2020**. This will be realized by either providing new releases of the software which will be added to the table accordingly or by extending the maintenance period of the existing release levels at given time.

In order to clarify on country availability, please contact an authorized SAP sales representative.

This document can be considered as part of the available documentation for each release of the SAP Budgeting and Planning for Public Sector application.

Currently available releases	Required SAP base software[1)]	Additionally required enhancement and/or support packages[1)]	Installation note[2)]	Available Log-On languages	Available documentation languages[3)]	Maintenance until
SAP Budgeting and Planning for Public Sector 1.0	SAP NetWeaver 7.40	SAP NetWeaver 7.40 (BW) SP11 or higher SP SAP NetWeaver 7.4 (Composition Platform) SP11 or higher SP	2222048 ABAP Add-on BPPS 740: Installation, CSPs 2220197 ABAP Add-on PBFBI 740: Installation, Upgrade, CSPs 2216460 SAP Budgeting and Planning for Public Sector 1.0 - Java 2230175 SAP Budgeting and Planning for Public Sector 1.0 - Excel Add-In	English German Spanish Portuguese Arabic	English German Spanish Portuguese Arabic	31.12.2020

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Dietmar-Hopp-Allee 16
D-69190 Walldorf

Documentation Supplement
Focused Business Solution:
SAP Budgeting and Planning for Public Sector

1) In order to request the availability of a subsequent but not yet released SAP Enhancement Package for usage with the software, the customer will notify SAP twelve (12) weeks in advance in writing via a support message submitted under the message component IS-PS-SBP before the intended application of the SAP Enhancement Package.
2) The installation notes contain additional information about the installation prerequisites.
3) According to the SAP Globalization Standard, the translation scope varies depending on the language. English is the only language in which all product documentation is available. Certain types of documentation (such as guides or Customizing documentation) may not be available in all the languages listed here.

SAP SERVICES GENERAL TERMS AND CONDITIONS

These SAP Services General Terms and Conditions ("GTC") are effective as of the Effective Date of the relevant Order Form and are entered into by and between SAP and Licensee.

RECITALS

WHEREAS, Licensee (or Licensee's parent company) licensed from SAP (or an SAP SE Affiliate, or an authorized reseller of SAP), the right to use SAP Software and Implementation Services pursuant to a License Agreement and/or Statement of Work (SOW). Licensee under an Agreement for Services may be an authorized Affiliate or subsidiary that has a right to use the SAP Software under a License Agreement or order form between SAP (or an SAP Affiliate, or an authorized reseller of SAP SE or an SAP Affiliate) and Licensee's parent company. Some versions of SAP agreements use the term "Customer" in place of "Licensee". For purposes of this GTC, references to "Customer" shall mean "Licensee" and vice versa.

WHEREAS, SAP provides certain Services which Licensee desires to obtain on the basis of certain Service Descriptions. Such Services will be set forth in an Order Form referencing and incorporating these GTC (each an "Order Form").

NOW, THEREFORE, the parties agree as follows:

1. Definitions

1.1 "Agreement" means an Order Form for Services governed by these GTC, including any documents attached to and/or referred to in the Order Form and/or GTC.

1.2 "Affiliate" of a party means any legal entity in which and as long as a party, directly or indirectly, holds more than fifty percent (50%) of the entity's shares or voting rights. Any such legal entity shall be considered an Affiliate for only such time as such interest is maintained.

1.3 "Confidential Information" means, with respect to SAP, all information which SAP protects against unrestricted disclosure to others, if it is considered a trade secret pursuant to Sections 119.071(1)(f) and 812.081(1)(c), Florida Statutes, including but not limited to: (a) the SAP Software, documentation, Work Product and other SAP materials, including without limitation the following information regarding the SAP software: (i) computer software (object and source codes), programming techniques and programming concepts, methods of processing, system designs embodied in the software or SAP hosted or on demand services; (ii) benchmark results, manuals, program listings, data structures, flow charts, logic diagrams, functional specifications, file formats; and (iii) discoveries, inventions, concepts, designs, flow charts, documentation, product specifications, application program interface specifications, techniques and processes relating to the software; (b) the research and development or investigations of SAP; (c) product offerings, content partners, product pricing, product availability, technical drawings, algorithms, processes, ideas, techniques, formulas, data, schematics, trade secrets, know-how, improvements, marketing plans, forecasts and strategies; and (d) any information about or concerning any third party (which information was provided to SAP subject to an applicable confidentiality obligation to such third party). SAP will clearly identify all confidential information as outlined in Section 17.2 hereunder. With respect to Licensee, "Confidential Information" means all information which Licensee protects against unrestricted disclosure to others and which (i) if in tangible form, Licensee clearly identifies as confidential or proprietary at the time of disclosure; and
(ii) if in intangible form (including disclosure made orally or visually), Licensee identifies as confidential at the time of disclosure, summarizes the Confidential Information in writing, and delivers such summary within thirty (30) calendar days of any such disclosure.
Nothing herein in this section shall include any documents considered public records pursuant to Chapter 119, Florida Statutes.

1.4 "Consultants" means employees and third party contractors which SAP utilizes to provide Services to Licensee.

1.5 "Customer Data" means any content, materials, data and information that Licensee or its authorized users enter into managed services or Customer-specific data that is derived from Licensee's use of the managed services (e.g. Customer-specific reports) as long as such derivative work is not a component of the managed services itself or furnished by SAP under the Agreement. Customer Data shall not include any component of the Services or material provided by or on behalf of SAP.

1.6 "Deliverables" means those specific Work Products which are explicitly identified as a deliverable under the applicable Order Form for delivery to Licensee.

1.7 "Intellectual Property Rights" means patents of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trade secret, know-how or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, including applications 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.

1.8 "License Agreement" means the agreement between SAP (or an SAP SE Affiliate, or an authorized reseller of the SAP software) under which Licensee procured the license rights to use SAP software or SAP hosted or on demand service.

1.9 "Order Form" means all written order forms for Services entered into by SAP and Licensee containing the pricing and other specific terms and conditions applicable for each of the Services under an applicable Order Form.

1.10 "SAP Software" means (i) any and all software products licensed to Licensee under the License Agreement as specified in software order (or other order forms, schedules or appendices as applicable) thereto; (ii) any new releases, updates or versions thereof made available through unrestricted shipment pursuant to the respective support agreement or warranty obligation and (iii) any complete or partial copies of any of the foregoing.

1.11 "Scope Document" means the document that is provided with and becomes part of the Order Form which further defines the scope of Services to be provided and other engagement specifics

1.12 "Services" mean those service(s) as further defined by those specific Service Descriptions and Scope Documents provided to Licensee under an Order Form that references this GTC.

1.13 "Service Description" means pre-defined descriptions of services found at http://www.sap.com/servicedescriptions in effect as of the Order Form effective date.

1.14 "Taxes" means federal, state or local sales, VAT, GST, foreign withholding, use, property, excise, service or similar taxes now or hereafter levied all of which shall be for Licensee's account.

1.15 "Work Product" means any work product or tangible results produced by or with SAP pursuant to this Agreement, including, but not limited to, works created for or in cooperation with Licensee.

2. Provision of Services.

2.1. SAP will provide the Services in accordance with the Order Form.

2.2. SAP may utilize third party contractors to perform SAP's duties. SAP shall be responsible for the performance of the Services of such third party contractors to the same extent as SAP is liable for its own Consultants.

2.3. If any Service, in whole or in part, cannot be provided by SAP due to a Licensee issue and Licensee fails to provide SAP with reasonable advance notice, the time agreed to be spent by SAP resources on such Service will be charged to Licensee.

2.4. The selection of Consultants assigned or deployed to deliver Services is at SAP's sole discretion and SAP reserves the right to replace any Consultant at any time at its sole discretion with a Consultant with equivalent skills. In the event of a conflict, Licensee reserves the right to request removal of assigned staff by providing written notice to SAP.

3. Licensee's General Responsibilities.

3.1. Licensee is responsible for making the necessary arrangements to allow SAP to perform the Services.

3.2. Licensee shall provide and make available all Licensee personnel that SAP reasonably requires in connection with performance of the Services and as may be further addressed in an applicable Order Form.

3.3. If the Services are performed at Licensee's site, Licensee agrees to provide necessary access to its site including, but not limited to, appropriate access to Licensee premises, computer systems and other facilities.

3.4. Licensee shall appoint a contact person to supply SAP with any necessary or relevant information and who shall have the authority to make decisions or obtain decisions from others expeditiously.

3.5. Licensee ensures to have all necessary license rights including third party license rights required for the Services.

4 Change Request Procedures.

4.1 Either party can request changes to the Service in accordance with the change request form attached to the Order Form or included in the applicable Service Description ("Change Request").

4.2 SAP is not required to perform under a Change Request until agreed to and signed by the parties.

5. Satisfaction with Personnel.

If at any time Licensee or SAP is dissatisfied with the material performance of an assigned Consultant or a Licensee project team member, the dissatisfied party shall promptly report such dissatisfaction to the other party in writing and may request a replacement. The other party shall use its reasonable discretion in accomplishing any such change (which also, in the case of SAP, shall be subject to staffing availability).

6 Compensation of SAP.

6.1 SAP will provide an invoice specifying the fees for each of the Services in accordance with the terms of the Order Form. Payment is due thirty (30) days after the invoice is issued. SAP reserves the right to apply late payment interest in accordance with applicable law.

6.2 Fees and other charges described in the Agreement do not include Taxes. Any applicable direct pay permits or valid tax- exempt certificates must be provided to SAP prior to the execution of the Agreement. If SAP is required to pay Taxes, Licensee shall reimburse SAP for such amounts. Licensee hereby agrees to indemnify SAP for any Taxes and related costs (including those related to the long term assignment of SAP employees), interest and penalties paid or payable by SAP. This Section shall not apply to taxes based on SAP's income.

7 Term and Termination.

7.1 Term of the GTC. These GTC shall remain in effect unless terminated earlier by either party in accordance with this Section 7.

7.2 Termination of the GTC for Convenience. Either party may terminate this GTC for convenience upon thirty (30) days' prior written notice to the other party. If these GTC are terminated for convenience prior to the completion of one or more Order Forms, such termination will not affect the continuation of any such Order Form as governed by these GTC.

7.3 Term of an Order Form or Service. Each Order Form and Service shall be effective on the effective date set forth in that Order Form, and shall remain in effect until end of term or completion of the Services in accordance with the Order Form, the respective Service Description or Scope Document, or terminated earlier by either party in accordance with this Section 7. For the avoidance of doubt, the termination of any particular Service in accordance with this Section 7 shall not cause or result in the termination of any other Services ordered under the same Order Form nor reduce Licensee's liability for payments to SAP unless all Services under the order are terminated in accordance with this Section 7.

7.4 Termination of an Order Form for Convenience. Except as otherwise agreed in an Order Form, each Order Form (excluding fixed-price Services and excluding subscription based Services) may be terminated by either party upon thirty (30) days' prior written notice to the other party.

7.5 Termination of Agreement and/or an Order Form for cause.

Either party may terminate these GTC and/or an Order Form for cause:

7.5.1 upon thirty (30) days prior written notice of the other party's material breach of any provision (including more than thirty (30) days delinquency in Licensee's payment of any money due hereunder or any Order Form) of the Agreement unless such party has cured such breach during such thirty (30) day period; or

7.5.2 immediately if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise breaches materially its obligations in Confidential Information or assignment.

7.6 Effect of Termination. Licensee shall be liable for all payments to SAP, including all fees and expenses for all Services incurred in the performance of such Services up to the date on which any termination takes effect. All Confidential Information of the other party provided in connection with this Agreement in the possession of such party shall, subject to any legal retention rights and upon request of the other party be returned to the disclosing party or destroyed with certification of such destruction from an individual of authority to bind the respective party unless prohibited to do so by law. The obligation to return or destroy Confidential Information does not apply to Work Products that are provided by SAP to Licensee, unless the Order Form or Agreement is terminated by SAP in accordance with section 7.5 herein.

8 Intellectual Property Rights.

8.1 All title to and rights in the Services, Deliverables and Work Products, and all Intellectual Property Rights embodied therein, including techniques, knowledge or processes of the Services and/or Deliverables (whether or not developed for Licensee), shall be the sole and exclusively property of SAP and SAP SE. Licensee agrees to execute and to ensure its third parties execute such documentation as reasonably necessary to secure SAP's or SAP SE's title over such rights.

8.2 Once all amounts due under an Order Form are paid in full and all claims have been satisfied, Licensee is granted a non-exclusive, non-transferable license for the duration of the license granted under the License Agreement, so long as Licensee complies with the terms of the License Agreement and this Agreement to use any Deliverables and Work Products provided to it by SAP under a relevant Order Form under this Agreement in order to run Licensee's and its Affiliates' internal business operations, and otherwise to the same extent as Licensee is granted a license to use the SAP Software, documentation and SAP Confidential Information in the License Agreement.

8.3 Licensee must immediately notify SAP in writing if any third party gains unauthorized access to SAP proprietary materials or Confidential Information. Licensee shall take all reasonable steps to stop such unauthorized access.

9 Confidentiality.

9.1 Use of Confidential Information. Confidential Information shall not be reproduced in any form except as required by the receiving party to perform its obligations under this Agreement pursuant to Section 17 of this agreement. Any reproduction of any Confidential Information of the other shall remain the property of the disclosing party and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the other, each party: (a) shall take all Reasonable Steps (defined below) to keep all Confidential Information strictly confidential; and (b) shall not disclose any Confidential Information of the other to any person other than its bona fide individuals whose access is necessary to enable it to exercise its rights hereunder. As used herein "Reasonable Steps" means those steps the receiving party takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care. Confidential Information of either party disclosed prior to execution of this Agreement shall be subject to the protections afforded hereunder.

9.2 Exceptions. The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (b) has become generally available to the public without breach of this Agreement by the receiving party; (c) at the time of disclosure, was known to the receiving party free of restriction; or (d) the disclosing party agrees in writing is free of such restrictions.

9.3 Confidential Terms and Conditions; Publicity. Licensee shall not disclose the terms and conditions of this Agreement including the pricing contained in an Order Form to any third party unless required by law. Neither party shall use the name of the other party in publicity, advertising, or similar activity, without the prior written consent of the other, except that Licensee agrees that SAP may use Licensee's name in customer listings and to analyze and leverage details from this Agreement (e.g., to forecast product demand), as part of SAP's marketing efforts (including without limitation reference calls and site visits at times mutually agreeable to the parties, press testimonials, site visits, SAPPHIRE participation). SAP will make reasonable efforts to avoid having the reference activities unreasonably interfere with Licensee's business. Licensee agrees that SAP may share information on Licensee with its Affiliates for marketing and other business purposes and that it has secured appropriate authorizations to share Licensee employee contact information with SAP as needed.

10 Feedback.

Licensee may be invited to participate in certain evaluations, presentations, meetings, surveys or discussions (collectively, "Discussions") for the purpose of informing Licensee of SAP's business and technology direction, and to allow Licensee (or as used herein includes Licensee's affiliates), at its sole discretion, to provide SAP (or as used herein SAP SE or other SAP entity) with input, comments or suggestions from Licensee, regarding SAP's business and technology direction and/or the possible creation, modification, correction, improvement or enhancement of the software, products and/or services of SAP, (collectively "Feedback"). Licensee grants to SAP SE a non-exclusive, perpetual, irrevocable, worldwide, transferable, royalty-free license, with the right to sublicense through multiple tiers, under all relevant Licensee Intellectual Property Rights, to use, publish, disclose, perform, copy, make, have made, use, modify, create derivative works, distribute, sell, offer for sale and otherwise benefit from Feedback in any manner and via any media. Content of Discussions may include areas outside the scope of Services and may relate to any SAP software, products, solutions and/or services. Confidential Information disclosed or made available by SAP, or Licensee during Discussions may only be used for the purpose of the Discussions and shall be protected from unauthorized use and disclosure in accordance with Section 9 of this these GTC. Licensee acknowledges that the information related to software, products, services, business or technology plans of SAP, disclosed during the Discussions, is only intended as possible strategies, developments, and functionalities and is not intended to bind SAP to any particular course of business, product strategy, and/or development.

11 Warranty.

11.1 SAP warrants that its Services shall be performed in a professional workman-like manner by Consultants with the skills reasonably required for the Services. SAP warrants that for ninety (90) following provision of the Service the Deliverables will materially conform with the specifications for that Deliverable in accordance with the respective Service Description or Scope Document. For clarity, the warranty period for Deliverables (if any) resulting from any subscription based Services will in no event exceed the termination date of the subscription based Services. SAP does not warrant error-free or uninterrupted operation of any Service or Deliverable or that SAP will correct all non-conformities.

Licensee shall notify SAP within ninety (90) days of provision of the Service or Deliverable in writing of the alleged warranty breach and provide SAP with a precise description of the problem and all relevant information reasonably necessary for SAP in order to rectify such warranty breach.

11.2 Provided Licensee has notified SAP in accordance with section 11.1 of a warranty breach and SAP validates the existence of such warranty breach, SAP will, at its option:

11.2.1 re-perform the applicable Services or Deliverable;

11.2.2 refund the fee paid or reallocate quota for the specific non-conforming Service or Deliverable.

This is Licensee's sole and exclusive remedy for a warranty breach.

11.3 SAP and its licensors disclaim all warranties express or implied or statutory, including without limitation, any implied warranties of merchantability or fitness for a particular purpose except to the except to the extent that any warranties implied by law cannot be validly waived.

12 Third Party Claims.

12.1 SAP shall defend (at its sole expense) Licensee against claims brought against Licensee by any third party alleging that Licensee's use of the Deliverables, in accordance with the terms and conditions of the Agreement, constitutes an infringement or misappropriation of a patent claim(s), copyright, or trade secret rights. SAP will pay damages awarded against Licensee (or the amount of any settlement SAP enters into) with respect to such claims. This obligation of SAP shall not apply if the alleged infringement or misappropriation results from (a) use of the Deliverables in conjunction with any other software, services, or any product, data or apparatus that SAP did not provide; or (b) anything Licensee provides including configurations, instructions or specifications; (c) a modification of the Deliverable by Licensee or by a third party on behalf of Licensee or (d) any use not permitted by the Agreement.

12.2 In the event a claim under Section 12.1 is made or in SAP's reasonable opinion is likely to be made, SAP may, at its sole option and expense: (i) procure for Licensee the right to continue using the Deliverable under the terms of the Agreement; or (ii) replace or modify the Deliverable to be non-infringing without material decrease in functionality. If SAP provides written notice to Licensee that the foregoing options are not reasonably available, SAP or Licensee may terminate the Agreement

12.3 Licensee shall defend SAP and its affiliated companies against claims brought against SAP by any third party arising from or related to (i) any Licensee use of the Services in violation of any applicable law or regulation; (ii) an allegation that the Customer Data, Licensee's use of the Services or anything Licensee has provided to SAP including access to third party software or proprietary information 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 Licensee and/or its named users or by the conduct of a third party using Licensee's access credentials.

12.4 The obligations under this Section 12 are conditioned on (a) the party against whom a third party claim is brought timely notifying the other party 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 Section 12 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 fully control the defense of such claim; 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 Services any alternative substantially equivalent non-infringing services. The party against whom a third party claim is brought may appear, at its own expense, through counsel reasonably acceptable to the party obligated to defend claims hereunder. 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.

12.5 The provisions of this Section 12 state the sole, exclusive, and entire liability of the parties, their Affiliates and their licensors to the other party, and is the other party's sole remedy, with respect to third party claims covered hereunder and to the infringement or misappropriation of third-party intellectual property rights.

13 Limitation of Liabilities.

13.1 Notwithstanding anything herein to the contrary, except for damages resulting from (i) unauthorized use or disclosure of Confidential Information (including Customer Data or Student Records), or (ii) damages resulting from death or bodily injury arising from either party's gross negligence or willful misconduct, or (iii) SAP's right to collect unpaid fees, under no circumstances and regardless of the nature of the claim shall either party (or their respective Affiliates or SAP's licensor's) be liable to each other to or any other person or entity under the Agreement for an amount of damages in excess of the fees paid for the applicable Services under the relevant Order Form or in the case of subscription based Services including managed services, the fees paid in the twelve (12) month period preceding the date of the incident giving rise to the liability, or, any special, incidental, consequential, or indirect damages, loss of good will or business profits, work stoppage or for exemplary or punitive damages.

14 Assignment.

Licensee 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 the Work Products and Deliverables or SAP Confidential Information, to any party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation. SAP may (i) assign this Agreement to any of the SAP SE Affiliates or (ii) subcontract all or part of the work to be performed under this Agreement to a qualified third party.

15 General Provisions.

15.1 Severability. It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

15.2 No Waiver. If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

Electronic signature. Signatures sent by electronic means (facsimile, scanned and sent via e-mail, or signed by electronic signature service where legally permitted) shall be deemed original signatures.

15.3 Notice. All notices or reports which are required or may be given pursuant to this Agreement shall be in writing and shall be deemed to be duly given when delivered to the respective executive offices of SAP and Licensee at the addresses first set forth above. Where in this Section 15.3 or elsewhere in this Agreement written form is required, that requirement can be met by facsimile transmission, exchange of letters or other written form.

15.4 Independent Contractor. The relationship of SAP and Licensee established by this Agreement is that of an independent contractor and no employment, agency, trust, partnership or fiduciary relationship is created by this Agreement. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

15.5 Force Majeure. Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

15.6 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 the laws of Florida, without reference to its conflicts of law principles. In the event of any conflicts between foreign law, rules, and regulations, and Florida law, rules, and regulations, Florida law, rules, and regulations shall prevail and govern. All disputes hereunder shall be subject to the exclusive jurisdiction of the courts located in Florida. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Uniform Computer Information Transactions Act as enacted shall not apply. Licensee must initiate a cause of action for any claim(s) arising out of or relating to this Agreement and its subject matter within one (1) year from the date when Licensee knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

15.7 Non-Solicitation. Neither party shall knowingly solicit or hire, any of the other party's employees involved in the Services during the term of the applicable Order Form and for a period of six (6) months from the termination thereof, without the express written consent of the other party. This provision shall not restrict the right of either party to solicit or recruit generally in the

media.

15.8 Entire Agreement; Written Form. Each Agreement, as defined in an applicable Order Form constitutes the complete and exclusive statement of the agreement between SAP and Licensee with respect to the subject matter hereof and all previous representations, discussions and writings are merged in, and superseded by each such Agreement and the parties disclaim any reliance on any such representations, discussions and writings. An Agreement may be modified only by a writing signed by both parties. An Agreement shall prevail over any additional, conflicting or inconsistent terms and conditions which may appear on any purchase order or other document furnished by Licensee to SAP.

15.9 Hierarchy. In the event of any inconsistencies between the GTC and an Order Form, the Order Form shall take precedence over the GTC. The GTC and the Order Form prevail over any Service Description. The Scope Document prevails over any Service Description.

15.10 Regulatory Matters.

The SAP Confidential Information inclusive of all Services, Work Product and Deliverables and other SAP Materials are subject to the export control laws of various countries, including without limit the laws of the United States and Germany. Licensee agrees that it will not submit the SAP Services, Work Product, Deliverables, other SAP Materials or SAP Confidential Information to any government agency for licensing consideration or other regulatory approval without the prior written consent of SAP, and will not export the Confidential Information to countries, persons or entities prohibited by such laws. Licensee shall also be responsible for complying with all applicable governmental regulations and laws of the country where Licensee is registered, and any foreign countries with respect to the use of the Confidential Information and provision of Customer Data by Licensee and/or its subsidiaries or authorized users.

15.11 Survival.

Sections 7 (Term and Termination), 8 (Intellectual Property Rights), 9 (Confidentiality), 13 (Limitation of Liabilities), 15.6 (Governing Law), 15.7 (Non-Solicitation), 17 (Public Records, Trade Secrets and Document Management), 19.1 (No Waiver of Sovereign Immunity), and shall survive any termination of this Agreement.

16 System Security and Data Safeguards.

When SAP is given access to Licensee's systems and data, SAP shall comply with Licensee's reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. In connection with such access, Licensee shall be responsible for providing SAP Consultants with user authorizations and passwords to access its systems and revoking such authorizations and terminating such access, as Licensee deems appropriate from time to time. Licensee shall not grant SAP access to Licensee systems or personal information (of Licensee or any third party) unless such access is essential for the performance of Services under the Agreement. The parties agree that no breach of this provision shall be deemed to have occurred in the event of SAP non-conformance with the aforementioned safeguard but where no personal information has been compromised.

17 Public Records, Trade Secrets and Document Management.

17.1 Public Records.

The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. SAP shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from Licensee's custodian of public records, SAP shall provide Licensee with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. SAP shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if SAP does not transfer the public records to Licensee. Upon completion of the Agreement, SAP shall transfer, at no cost, to Licensee all public records in possession of SAP or keep and maintain public records required by Licensee to perform the services required under the Agreement. If SAP transfers all public records to Licensee upon completion of the Agreement, SAP shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SAP keeps and maintains public records upon completion of the Agreement, SAP shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Licensee, upon request from Licensee's custodian of public records, in a format that is compatible with SBBC 's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

17.2 Protection of Trade Secrets or Confidential Information.

If SAP considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as "confidential" when submitted to the Licensee. If the

Licensee receives a public records request for contract-related materials designated by the SAP as "confidential," the Licensee will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the Licensee will notify the Contractor. SAP will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

If the Licensee is served with a request for discovery of contract-related materials designated "confidential," the Licensee will promptly notify the Contractor about the request. SAP will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Licensee will provide materials designated "confidential" only if SAP fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.

SAP will protect, defend, and indemnify the Licensee for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as "confidential."

17.3 Document Management.

SAP must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. SAP must retain all documents related to the Contract for five years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

17.4 Health Insurance Portability and Accountability Act (HIPAA) Compliance.

SAP further acknowledges that the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") (HIPAA and HITECH Act are collectively referred to herein as "HIPAA") protect the privacy of students' individually identifiable health information ("PHI") and may be applicable to student records in certain circumstances. PHI may be used and disclosed only in compliance with HIPAA, where required by law.

SAP will safeguard employees' and students' PHI through administrative, physical and technological safety standards and ensure adequate controls are in place to protect students' PHI in accordance with HIPAA's privacy requirements.

17.5 Student Records.

Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records when applicable.

18 Insurance

Insurance Requirements. Vendor shall comply with the following insurance requirements throughout the term of this Agreement.

Commercial General Liability. Limits of $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate. Limits of $1,000,000 for Products/Completed Operations Aggregate.

Technology Professional Liability/Errors & Omissions. Limit of $1,000,000 per claim and in the aggregate covering claims arising out of errors or omissions in connection with services provided by SAP as described in the Agreement and including network security and private data risks involving unauthorized access, failure of security, transmission of malicious code, denial of service attacks, and unauthorized disclosure or misappropriation of private data.

Workers' Compensation. Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits of $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

Commercial Auto Liability. Covering Owned, Non-Owned and Hired Autos used by Vendor's employees in connection to this Agreement, covering Liability with Bodily Injury and Property Damage limits of $1,000,000 Combined Single Limit.

Acceptability of Insurance Carriers. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

Verification of Coverage. Proof of Insurance must be furnished, or made available for download, within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Works to collect and verify insurance documentation. All certificates (and any required documents) must be received, or made available for download by EXIGIS and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. None of the requirements contained herein as to types or limits or Customer's approval of insurance coverage to be maintained by SAP are intended to, and shall not in any manner, limit, qualify or quantify the liabilities and obligations assumed by SAP under the Agreement.

Cancellation of Insurance. Vendor, its insurer(s) or broker(s) shall endeavor to provide SBBC thirty (30) days advance written notice in event of cancellation of policies required herein.

19 Miscellaneous

19.1 No Waiver of Sovereign Immunity.

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign

immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

19.2 Excess Funds.

Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

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Commonwealth of Pennsylvania

Accepted by: County of Chester

SAP Public Services, Inc
(SAP)

By: _____ Chris M. Kennedy

Title: Vice President

Date: September 01, 2017

Sworn to and subscribed before me

this 1st day of September, 2017

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Theresa C. DiLibero, Notary Public
West Vincent Twp., Chester County
My Commission Expires May 23, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

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For LICENSEE (SBBC)

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Abby M Freedman, Chair

_____
(Date)

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Janette M. Smith
Digitally signed by Janette M. Smith
Date: 2017.09.05 11:43:20 -04'00'

Office of the General Counsel

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