

Renewal Order Form
for SAP Cloud Services
SAP Reference No. 0221218022 ("Renewal Order Form")

Between

Ariba, Inc.
3420 Hillview Avenue Building 3
Palo Alto, CA 94304
("SAP")

And

The School Board of Broward County, Florida
600 SE 3rd Ave
Fort Lauderdale FL 33301-3125
("Customer")

1. RENEWAL ORDER FORM AND TABLE OF AGREEMENT

This Renewal Order Form is an offer by SAP. When signed and returned to SAP by both parties on or prior to the offer expiration date, it becomes a binding agreement for the SAP Cloud Service(s) listed in this Renewal Order Form and is effective on the date signed by Customer.

Offer Expiration Date: 06/30/2020

This Renewal Order Form is governed by and incorporates the terms of the Order Form and the GTC. All defined terms in the GTC used in this Renewal Order Form shall have the same meaning as set forth in the GTC. All references in the Supplements to "Service" mean "Cloud Service", and to "Named Users" mean "Authorized Users".

2. CLOUD SERVICE ORDER.

The table shows the purchased Cloud Service, Usage Metrics and volume, Subscription Term, and fees.

Period 1 From 10/23/2020 To 10/22/2023

SAP Cloud Service	Usage Metric	Usage Metric Limitation **	Annual Fee	Product Start Date	Product End Date	Total Fee in USD
FLEXIBLE BUNDLE - ARIBA SALES ORG	Spend	1	144,620.00	10/23/2020	10/22/2023	433,860.00
SAP ARIBA SOURCING	Users	44				
SAP ARIBA SUPPLIER INFO/PERFORMANCE MGT.	Users	34				
SAP ARIBA CONTRACTS	Users	39				
Total Fee in USD (*)						433,860.00

(*) Plus applicable taxes

(**) Usage Metric Limitations stated above represent the maximum annual quantity of Usage Metrics over a 12 month period, except where the period between Product Start Date and Product End Date is less than one year. In that case the stated Usage Metric Limitation is the actual prorated amount.

3. PAYMENT AND INVOICES

3.1 Fees and Invoicing.

Unless the Supplement or Initial Order Form state otherwise, fees for the Cloud Service(s) will be invoiced by SAP and paid by Customer annually in advance. SAP may provide invoices to an email address provided by Customer.

3.2 Payment.

Unless the Initial Order Form states otherwise, Customer will pay to SAP all fees due within thirty days of date of invoice. Unpaid fees will accrue interest at the maximum legal rate. Customer purchase orders are for administrative convenience and not a condition of payment. Payment is not dependent upon completion of any implementation or other services.

4. Authorized Administrators. Customer contacts for order confirmation are set forth below:

Order confirmation recipient Name: Marissa Smith
Order Confirmation recipient e-mail: Marissa.Smith@browardschools.com

5. AUTHORITY.

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement

Accepted By:

Ariba, Inc.
(SAP)

DocuSigned by:
Don Haynes
EA51CC7B169C496...

Name: _____
Title: Assistant General Counsel
Date: April 27, 2020

Accepted By:

The School Board of Broward County, Florida (Customer)

Name: Donna P. Korn
Title: Chair
Date: _____

Attest:

Name: Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Name: Office of the General Counsel

DS
u