

## Attachment 1

### SAP Cloud Order Form

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

And **Marin Municipal Water District**  
**220 Nellen Avenue**  
**CORTE MADERA, CA,94925**  
**United States**  
**("Customer")**

**Customer ID: 503871**  
**Case ID: 3062856470**

#### 1. EFFECTIVE DATE

- 1.1. This Order Form as issued by SAP is a binding offer by SAP. It only becomes effective upon SAP's receipt of this Order Form signed by Customer ("**Effective Date**") on or prior to 11/14/2024.

#### 2. CLOUD SERVICES

- 2.1. Cloud Service Order and Support
  - 2.1.1. Customer subscribes to and SAP will provide the Cloud Services during the Subscription Term in accordance with the Usage Metrics and volume each as set forth in Schedule 1 or Customer receives Cloud Credits to activate cloud services from a specific price list.
  - 2.1.2. Unless otherwise stated in Schedule 1 or in the applicable Supplement or otherwise chosen by Customer in an administrative cockpit provided by SAP, SAP will provide Customer with "SAP Enterprise Support Cloud Editions" for the Cloud Services as set forth in the Cloud Support Schedule.
- 2.2. Subscription Term
  - 2.2.1. The initial subscription term of the Order Form will begin on the (first) Product Start Date and will be effective until the (last) Product End Date as set forth in Schedule 1 ("**Initial Subscription Term**").
  - 2.2.2. Unless the Supplement states otherwise, the Initial Subscription Term and any renewal Subscription Term will automatically renew for terms of 12 months ("each a "**Renewal Subscription Term**"). Auto-renewal will not occur if Customer notifies SAP at least 1 month or SAP notifies Customer at least 6 months prior to the end of any Subscription Term of its intent to not renew the Order Form.

#### 3. PAYMENT TERMS AND INVOICING

- 3.1. Customer shall pay all fees due to SAP within 30 days of date of invoice. Unpaid fees will accrue interest at the maximum legal rate. Customer purchase orders are for administrative convenience and not a condition of payment. Payment is not dependent upon completion of any implementation or other services.
- 3.2. Unless the Supplement states otherwise, fees for the Cloud Services will be invoiced by SAP and paid by Customer yearly in advance.
- 3.3. The fee for the Initial Subscription Term is set forth in Schedule 1 as Total Net Fee. SAP may increase the fees for the Cloud Services and Cloud Credits in accordance with this Order Form.

- 3.4. If applicable, fees for non-recurring services will be invoiced by SAP on a one-time basis and paid by Customer upon commencement of the first Product Start Date.
- 3.5. Customer shall reimburse SAP for all appropriately documented travel and related expenses pre-approved by Customer and incurred by SAP in performing any support for the Cloud Service.
- 3.6. SAP may provide invoices to the email address provided by Customer below as main contact.

**4. AUTHORIZED ADMINISTRATORS**

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

Main contact name: Raj Kewal  
Main contact e-mail: rajesh.kewal@marinwater.org  
  
Technical administrator name: Brad Taylor  
Technical administrator e-mail: btaylor@marinwater.org

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

User Onboarding Token: 4fbfb44-2d70-43d2-869c-f282c351badc

User Onboarding Website: <https://account.sap.com/manage/onboarding/4fbfb44-2d70-43d2-869c-f282c351badc>

- 4.3. Customer Location and Tax Determination

Customer has provided the following primary access location:

Marin Municipal Water District  
220 Nellen Avenue, 94925 CORTE MADERA, CA, United States

This is the primary (but not the only) location from which Customer will access the Cloud Service. If Customer does not provide a primary access location, SAP will incorporate a default primary access location to Customer's sold-to address as indicated in the preamble of this Order Form. Customer agrees and understands that the calculation of Taxes is in accordance with applicable jurisdictional laws of the primary access location, and payment of such Taxes is the responsibility of Customer. Valid direct pay permits or tax exemption certificates relevant to the primary access location must be provided to SAP prior to execution of this Order Form.

**5. SUBSCRIPTION CLOUD SERVICES**

- 5.1. Application

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

- 5.2. Specific Definitions

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

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

- 5.3. Excess Use

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

- 5.4. Fee Changes

The Cloud Services shall be subject to an annual fee increase of 3.3% effective on each anniversary of 11/15/2024. This increase shall apply in addition to the Annual Fee stated in Schedule 1 in this Order Form or the increased Annual Fee, as applicable. Not raising fees is not a waiver of SAP's right to do so.

## 6. ADDITIONAL TERMS

The Agreement is subject to the following modifications:

### 6.1. Product Development Schedule

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

### 6.2. Publicity

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

## 7. PROFESSIONAL SERVICES

### 7.1. Professional Services Agreement

7.1.1. In addition to the Cloud Services described in this Order Form, SAP shall provide distinct Professional Services (also "**Services**") as listed in Schedule 1.

7.1.2. For subscription-based Services, the Subscription Term (or remainder thereof) set forth in Section "**Subscription Term**" applies to the delivery of the Services. Subscription-based Services shall be co-terminus with the respective Cloud Services. For non subscription-based Services, the delivery schedule and term are set forth in the Scope Document.

7.1.3. SAP delivers the Services according to the following terms and conditions, listed in order of precedence, and collectively referred to as the "**Services Agreement**" which is separate from the Agreement for Cloud Services:

(a) This Professional Services section

(b) Scope Document (see: <https://www.sap.com/about/trust-center/agreements/services/scope-documents.html>)

(c) Data Processing Agreement for Cloud Services, SAP Support and SAP Services (see: <https://www.sap.com/data-processing-agreements>)

(d) SAP Services General Terms and Conditions ("**Services GTC**") (see: <https://www.sap.com/about/trust-center/agreements/services/sap-professional-services.html>)

### 7.1.4. Review and Exclusions

The Section "Review" in this Order Form applies to the Services Agreement. For purposes of this Services Agreement, the Section "Change Request Procedures" of the applicable GTC does not apply.

### 7.2. Fees and Payment Terms

7.2.1. The Services fees for the Services as specified in the Scope Document are at the fixed price as defined in Schedule 1.

7.2.2. The Section "Fee Changes" for Subscription Cloud Services in this Order Form applies to Services fees if Services are provided on a recurring basis.

7.2.3. Customer must pay the Services fees in accordance with the Section "Payment Terms and Invoicing" of this Order Form.

### 7.3. Services Location

Unless otherwise identified for a particular Service, the Customer's office location identified in the header of this Order Form will be considered the location of Customer's receipt of Services provided hereunder. Customer understands that the calculation of Taxes may be affected by this receipt of Service Location.

### 7.4. Legal and Regulatory Matters

SAP will not provide any advisory services regarding any Customer's compliance with tax, legal, or other regulatory matters. SAP Services will be limited to technical assistance based on requirements as specified by Customer. Customer is solely responsible for determining and validating its compliance with tax, legal and other regulatory matters.

**8. EXPORT RESTRICTIONS**

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

**9. REFERENCED DOCUMENTS**

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

Document 1: This Order Form including Schedule 1 ("Order Form")

Document 2: Supplemental Terms and Conditions for Cloud Services ("Supplement") Attached as Schedule A

Document 3: Support Schedule for Cloud Services ("Cloud Support Schedule") Attached as Schedule B

Document 4: Service Level Agreement for Cloud Services ("SLA") published under Attached as Schedule C

Document 5: Data Processing Agreement for Cloud Services, SAP Support and SAP Services ("DPA") Attached as Schedule D

Document 6: General Terms and Conditions for Cloud Services ("GTC") Attached as Schedule E

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

Accepted by:

Marin Municipal Water District  
(Customer)

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

**Schedule 1  
Pricing Summary**

From 11/15/2024 To 11/14/2029

SAP Cloud Service	Usage Metric	Usage Metric Limitation	Annual Fee	Product Start Date	Product End Date	Total Fee in USD
SAP SFSF EC, core HR	1 User	250	15,120.00	11/15/2024	11/14/2029	75,600.00
SAP SFSF Employee Central payroll	1 User	1,000	72,000.00	11/15/2024	11/14/2029	360,000.00
SAP U.S. Payroll Tax Calculation by BSI	1 User	1,000	26,000.00	11/15/2024	11/14/2029	130,000.00
SAP SFSF Time Tracking	1 User	250	7,710.00	11/15/2024	11/14/2029	38,550.00
SAP Integration Suite, standard edition	1 Tenant	1	42,000.00	11/15/2024	11/14/2029	210,000.00
SAP PrefSuccess HCM	% of Net Recurring Fee	1	27,366.00	11/15/2024	11/14/2029	136,830.00

Total Net Fee	950,980.00
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Period 1 From 11/15/2024 To 11/14/2025	200,646.00
Period 2 From 11/15/2025 To 11/14/2026	190,196.00
Period 3 From 11/15/2026 To 11/14/2027	190,196.00
Period 4 From 11/15/2027 To 11/14/2028	190,196.00
Period 5 From 11/15/2028 To 11/14/2029	190,196.00
Total Net Fee	950,980.00

**Professional Services**

Services	Service Start Date	Total Fee in USD
Enablement serv. Integration Suite	11/15/2024	10,450.00

Total Net Fee	10,450.00
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The amounts set out above are subject to fee changes as set forth in the Order Form.

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

For Subscription Cloud Services, Usage Metric Limitation/Volume shows the maximum quantity that Customer may use over a 12-month period.