

Attachment 1

SAP Public Services Inc., 1399 New York Avenue N.W. Suite 800

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

LETTER AGREEMENT February 13, 2025

RE: Re-instatement of SAP maintenance

Dear Customer,

Your SAP Support Schedule will continue in current effect and will be renewed for the next renewal period.

Mutual Contingency and Integration Clause

The parties hereby acknowledge and agree that this Letter Agreement, along with the prior letter agreements for the reinstatement of SAP Maintenance with Case ID 3062932435, signed December 31, 2024, and Case ID 3062964089, signed December 20, 2024 (collectively, the "Previous Letters"), are integrally connected and must be read and interpreted together as mutually contingent documents. Both the reinstatement of SAP Maintenance Case ID 3062932435 and the reinstatement of SAP maintenance Case ID 3062964089 collectively govern the terms and conditions under which the previously terminated software is reinstated. The reinstated software and corresponding rights, obligations, and functions under both agreements shall be considered as a unified whole, and the total reinstated amount of the software as specified shall be the combined sum detailed within both the reinstatement of SAP maintenance Case ID 3062932435 and the reinstatement of SAP maintenance Case ID 3062964089. Any reference to the reinstatement of the software herein shall be understood to encompass the entirety of the software as reinstated under the totality of both corresponding agreements.

In the event of any inconsistency between the terms of the reinstatement of SAP Maintenance Case ID 3062932435 and the reinstatement of SAP maintenance Case ID 3062964089, the terms most favorable to effectuating the combined reinstatement of the software will prevail unless otherwise explicitly agreed in writing by both parties.

For the licenses from the original contracts: **Sales orders** 11252126, 11275931, 12137291, 10157387, 10157731, 10157876, 10220164, 10386361, 10393028, 10423687, 10549176, 10664338, 10702106, 12038326, 13259480.

Licensee agrees to pay a one-time Support Reinstatement Fee of USD 98,339.71 for the Support Period from **January 1, 2023, to December 31, 2024**. SAP grants Licensee with a credit in the amount of USD 77,247.76 for the 2025 term to address the discrepancy in this Letter Agreement with the prior letter agreements for the calculated dollar amounts.

- One-time Support Reinstatement Fee – USD 98,339.71
- Maintenance Base of the Reinstated Software (used to calculate Annual Maintenance Fee) - USD 807,522.33
- Calculated Annual Maintenance Fee of Reinstated Software for 2025 - USD 196,679.42
- Total Maintenance Fee payment for 2025 before credit – USD \$295,019.13
- Credit amount towards Maintenance Fee for 2025 - USD 77,247.76
- Total Maintenance Fee owed by Licensee for 2025 after credit – USD 217,771.37
- Effective Date of Reinstatement – Jan. 1, 2025

All fees are payable thirty (30) days from date of invoice.

Acceptance of this letter is subject to Licensee paying the Reinstatement Fee mentioned in this Reinstatement letter.

In order to give effect to your reinstatement request, please, sign and return this letter to us at your earliest convenience (and, in any case, on or prior to March 31, 2025).

If you have any questions, please contact your SAP Sales Representative.

REVOCATION AND REPLACEMENT

The undersigned parties hereby agree and acknowledge that the Previous Letters shall be deemed null and void and of no effect upon the execution and delivery of this Letter Agreement. All values, terms, conditions, and any information contained in the Previous Letters are hereby revoked and superseded in their entirety by the values, terms, conditions, and information contained in this Letter Agreement.

Accepted By:

Marin Municipal Water District
(Customer)

Signature:

Name:

Title:

Date:
