



AGENDA REPORT
August 6, 2019

**Enterprise Resource Planning (ERP) Amendment and Order Form to
Software License and Support Agreement with SAP**

SUBJECT:

Enterprise Resource Planning (ERP) Amendment and Order Form to Software License and Support Agreement with SAP

FISCAL IMPACT:

\$300K is budgeted for the software and licenses in FY 2018-2019. The remaining \$180K of software, and prorated 4-months of maintenance of \$35,200, is proposed in FY 2019/2020 budget.

DEPT/OFFICE:

Information Technology

REQUESTED ACTION:

It is requested that the Board of County Commissioners (BoCC) approve an Amendment to the current Software License and Support Agreement with SAP for an upcoming SAP database platform change on the County's enterprise resource planning (ERP) software. It is also requested for the Chair to execute all documents relating to the amendment and order form with addendum.

SUMMARY EXPLANATION and BACKGROUND:

The BoCC's current enterprise resource planning software (SAP) requires a migration from the legacy system database that is becoming obsolete with current technology to a compatible, high performance analytic appliance known as HANA. The planning and migration to the new database platform must be completed by 2025 and is a multi-year process. SAP will no longer support the current legacy database system after 2025, or provide support which includes critical updates, security, and technical support.

The first phase of the planning and data migration will occur within this fiscal year, if the amendment is approved. In the next fiscal year 2019-2020, we will complete the implementation of SAP HANA, enterprise agreement. The maintenance is prorated at 4 months, or 4/12 (1/3) of \$105,600 to coordinate with the current maintenance period and expiration.

The Amendment to the Software License and Support Agreement Order Form and related documents are included in this agenda report and were reviewed by the County Attorney's

Office subject to the following issues: current and future forms being subject to updated deployment and communication rights and restrictions; disclaimer of warranties, disclaimer of liabilities, and indemnification of a third party (company named "HERE"); and SAP warranties, indemnifications, and support obligations do not extend to use of Twitter API.

CLERK TO THE BOARD INSTRUCTIONS:

Chair's signature and Clerk's stamp on two copies of the "Database Deployment and Communication Rights and Restrictions Amendment", the "Software Order Form No. 10", and the "Extended Payment Addendum". Send executed docs to the Information Technology Department, 2725 Judge Fran Jamieson Way, C203, Viera FL 32940

ATTACHMENTS:

Description

- ▢ **Brevard County Order Form 10**
- ▢ **Database Deployment Comms Right and Restrictions Amendment**
- ▢ **Extended Payment Addendum _ Execution Copy**



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

August 7, 2019

M E M O R A N D U M

TO: Jeff McKnight, Information Technology Director

RE: Item F.10., Enterprise Resource Planning (ERP) Amendment and Order Form to Software License and Support Agreement with SAP

The Board of County Commissioners, in regular session on August 6, 2019, approved an Amendment to the current Software License and Support Agreement with SAP for an upcoming SAP database platform change on the County's enterprise resource planning (ERP) software; and requested the Chair execute all the documents relating to the amendment and order for with addendum. Enclosed are two fully-executed of each: Database Deployment and Communication Rights and Restrictions Amendment, Software Order Form No. 10, and Extended Payment Addendum.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/cmw

Encls. (6)

cc: Contracts Administration
Budget
Finance

**Software Order Form No. 10 ("Order Form")
effective as of the date of last signature below ("Effective Date")**

Between **SAP Public Services, Inc.**
 3999 West Chester Pike
 Newtown Square, PA 19073
 (hereinafter "SAP")

And **Brevard County**
 2725 Judge Fran Jamieson Way
 Viera, FL 32940
 United States
 (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 and Licensee effective November 23, 1998 ("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 480,000.00 USD, which shall be invoiced upon execution of this Order Form.
2. **SAP SUPPORT SERVICES AND FEES:** SAP and Licensee agree that SAP Enterprise 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 Fees shall commence as of the first day of the month following the Effective Date of this Order Form. The initial term of SAP Support shall begin on the Effective Date and continue for the remainder of the current calendar year and the next full calendar year (except in cases of an Effective Date commencing on January 1 of a respective calendar year, in which case the initial term will run until December 31st of the respective 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 Annual Support Fees shall be paid annually in advance and shall be as specified below.

The SAP Enterprise Support Fee for the Software licensed under this Order Form is priced at the then current annual SAP Enterprise Support Factor in effect (currently 22%) 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 Enterprise 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 Enterprise Support Factor shall remain at 22% until December 31, 2020. Thereafter, the SAP Enterprise Support Fee is subject to change once during a calendar year upon three (3) months' notice to Licensee and SAP may increase Licensee's Enterprise Support Fee hereunder 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 Enterprise 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: 2725 Judge Fran Jamieson Way, Viera, FL 32940 ("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: S0016457472
 INITIAL PASSCODE: 2H7OUI&A

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. **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.

- 6. **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 6, Schedule 1 shall take precedence.

6.1 SAP SOFTWARE:

SAP HANA (a) (d):

Software	License Metric
SAP HANA, enterprise edition (b) (c)	64 GB of Memory (1)

(a) Definitions.

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

- (b) SAP HANA, Enterprise Edition. SAP HANA Enterprise Edition may be Used with an unlimited number of Data Sources, and such Use is subject to the applicable Licensed Level. SAP HANA Enterprise Edition includes the following Runtime Software:
- (1) SAP HANA Dynamic Tiering,
 - (2) SAP HANA Operation Process Intelligence,
 - (3) SAP HANA Accelerator for SAP ASE,
 - (4) SAP HANA Data Warehousing Foundation,
 - (5) five (5) Concurrent Sessions of SAP Enterprise Architecture Designer,
 - (6) SAP HANA Information Management Option,
 - (7) SAP HANA Replication Option,
 - (8) SAP HANA Data Privacy Option,
 - (9) SAP HANA Spatial/Graph Option,
 - (10) SAP HANA Predictive Option,
 - (11) SAP HANA Search/Text Option,
 - (12) SAP HANA Streaming Analytics Option,
 - (13) SAP NetWeaver OpenHub,
 - (14) SAP OpenHub for S/4HANA,
 - (15) SAP HANA native storage extension (Use of HANA Native Storage Extension Buffer Cache component is subject to the applicable Licensed Level).

Licensee may use Smart Data Access to query data from any data sources, provided that Licensee's license for SAP HANA, Enterprise Edition has been appropriately sized for all such data that is queried and joined with other data sources via Smart Data Access. Named User licenses will not be required solely for the one way read-only Smart Data Access to SAP Software and/or Third Party Software. Licensee may also replicate data from one or more limited use versions of SAP HANA (SAP HANA Runtime edition for SAP BW; SAP HANA Runtime edition for Applications and SAP BW), solely to be used within HANA Enterprise Edition.

Use of SAP HANA Spatial Engine is also governed by the following HERE MAP DATA BY HERE directory terms.

The data ("Data") is provided for Licensee's internal use only and not for resale. It is protected by copyright, and is subject to the following terms and conditions which are agreed to by you, on the one hand, HERE and HERE Suppliers on the other hand.

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Scope of Use. Licensee agrees to use this Data together with SAP Applications solely for your internal business operations purposes for which Licensee was licensed, and not for service bureau, time-sharing or other similar purposes. Accordingly, but subject to the restrictions set forth in the following paragraphs, Licensee may copy this Data only as necessary for Licensee's business use to (i) view it, and (ii) save it, provided that Licensee does not remove any copyright notices that appear and do not modify the Data in any way. Licensee agrees not to otherwise reproduce copy, modify, decompile, disassemble or reverse engineer any portion of this Data, and may not transfer or distribute it in any form except to your affiliates, for any purpose, except to the extent permitted by mandatory laws. Multi-disc sets may only be transferred or sold as a complete set as provided by SAP and not as a subset thereof.

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Indemnification: Licensee shall indemnify and save harmless HERE and HERE Suppliers, including Her Majesty The Queen, The Canada Post and the Department of Natural Resources Canada, and their officers, employees and agent: from and against any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action, alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of the use or possession of the data or the Data.

Government End Users. If the Data is being acquired by or on behalf of the United States government or any other entity seeking or applying rights similar to those customarily claimed by the United States government, the Data is a "commercial item" as that term is defined at 48 C.F.R. ("FAR") 2.101, is licensed in accordance with these Pass Through Terms, and each copy of Data delivered or otherwise furnished shall be marked and embedded as appropriate with the following "Notice of Use," and shall be treated in accordance with such Notice:

Notice of Use

Contractor (Manufacturer/ Supplier) Name: HERE

Contractor (Manufacturer/Supplier) Address: 425 W. Randolph Street, Chicago, Illinois 60606

This Data is a commercial item as defined in FAR 2.101 and is subject to these End-User Term under which this Data was provided.

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The Data may include or reflect data of licensors, including Her Majesty, Canada Post and the Department of Natural Resources Canada. Such data is licensed on an "as is" basis. The licensors, including Her Majesty, Canada Post and the Department of Natural Resources Canada, make no guarantees, representations or warranties respecting such data, either express or implied, arising bylaw or otherwise, including but not limited to, effectiveness, completeness, accuracy or fitness for a particular purpose.

The licensors, including Her Majesty, Canada Post and the Department of Natural Resources Canada, shall not be liable in respect of any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action alleging any loss, injury or damages, direct or indirect, which may result from the use or possession of the data or the Data. The licensors, including Her Majesty, Canada Post and the Department of Natural Resources Canada, shall not be liable in any way for loss of revenues or contracts, or any other consequential loss of any kind resulting from any defect in the data or the Data.

End User shall indemnify and save harmless the licensors, including Her Majesty the Queen, the Canada Post and the Department of Natural Resources Canada, and their officers, employees and agents from and against any claim, demand or action, irrespective of the nature of the

cause of the claim, demand or action, alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of the use or possession of the data or the Data.

If Data for additional countries is included or distributed in connection with software products of SAP, or if Licensee uses data from relevant countries the following supplier terms/copyright notices shall be included in the Licensee Terms as applicable:

<u>Territory</u>	<u>Notice</u>
Australia	"Copyright. Based on data provided under license from PSMA Australia Limited (www.pasma.com.au)."
Austria	"© Bundesamt für Eich- und Vermessungswesen"
Croatia, Cyprus, Estonia, Latvia, Lithuania, Moldova, Poland, Slovenia and/or Ukraine	"© EuroGeographics"
France	The following notice must appear on all copies of the Data, and may also appear on packaging: "source: © IGN 2009 – BD TOPO ®"
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Portugal	"Source: IgeoE – Portugal"
Spain	"Información geográfica propiedad del CNIG"
Sweden	"Based upon electronic data □ National Land Survey Sweden."
Switzerland	"Topografische Grundlage: □ Bundesamt für Landestopographie."

(c) Terms of use for Twitter API contained within SAP HANA, Enterprise Edition. The following shall apply to SAP HANA, Enterprise Edition: 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 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 access the information contained in the database of the SAP applications, and (iv) third party applications that do not access the information contained in the database of the SAP applications. 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. Licensee's Use of the Planning Application Kit to develop planning applications that leverage in-memory processing of core planning functions requires a separate license for the applicable version of SAP Business Planning and Consolidation.

(1) **Gigabytes of Memory** is defined as the total amount of memory that may be used by the Software, as measured in gigabytes.

7. **DATABASE:** The Software licensed hereunder may require a database product. Except for the SAP HANA database licensed pursuant to Schedule 1 hereof, this Agreement does not contain a license to use any 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.

- 8. **SEGREGATED DATABASE LANDSCAPE:** Where a third party runtime database is licensed under the Agreement ("TPD") and not all Software (excluding third party runtime database) licensed under this Order Form or any other Order Form or Appendix under the Agreement ("SW") is licensed for Use with the TPD, the term and conditions set forth in the Database Deployment and Communication Rights and Restrictions Amendment dated July 23, 2019 to the Agreement (executed concurrently with the execution of this Order Form) shall apply to all SW licensed under the Agreement.
- 9. **PUBLICITY:** In consideration of the additional Software discount, Licensee agrees to participate in reference activities for the Software including but not limited to reference calls and stories, press testimonials, site visits, SAPPHIRE participation, etc., at times mutually agreeable to the parties. SAP will make reasonable efforts to avoid having the reference services unreasonably interfere with Licensee's business.
- 10. **VALIDITY OF OFFER:** The validity of this offer will expire on **August 31, 2019**, unless sooner executed by Licensee, or extended in writing by SAP.

The validity of this Order Form is further contingent upon Licensee's execution of the Database Deployment and Communication Rights and Restrictions Amendment dated July 23, 2019 to the Agreement and returning the executed Amendment and this Order Form to SAP by **August 31, 2019**.

Accepted By:
SAP Public Services, Inc.
(SAP)

Accepted By:
Brevard County
(Licensee)

<p>DocuSigned by: <i>Patrick Martell</i></p> <p>By: _____ Name: Patrick Martell Title: VP, Assistant General Counsel Date: July 30, 2019</p>	<p><i>Kristine Isnardi</i></p> <p>By: _____ Name: KRISTINE ISNARDI Title: CHAIR Date: AUGUST 6, 2019</p>
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DS
KD

ATTEST:

Scott Ellis

SCOTT ELLIS, CLERK

Approved by Board 8/6/19

Schedule 1 to Order Form No. 10	
Customer Name	Brevard County
Net License Fee	480,000.00 USD
Support Type	SAP Enterprise Support
Support Percent %	22.00%
Maintenance Base	480,000.00 USD
Annual Support Fee	105,600.00 USD

Software Licensed						
Product	TPP	SAV	License Metric	Blocks of (units)	License Quantity	Net License Fee
SAP HANA, enterprise edition		X	GB of Memory	64	4	480,000.00

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.

DATABASE DEPLOYMENT AND COMMUNICATION RIGHTS AND RESTRICTIONS
Amendment issued July 23, 2019 ("Amendment")
to
SAP SOFTWARE LICENSE AGREEMENT effective November 23, 1998 ("Agreement")
between
SAP Public Services, Inc. ("SAP")
and
Brevard County ("Licensee")

As of the "Effective Date" (defined below), this Amendment modifies the Agreement between the parties. In the event any provisions of this Amendment contradict and/or are inconsistent with the provisions of the Agreement, the provisions of this Amendment shall prevail and govern and the contradicted and/or inconsistent provisions shall be deemed amended accordingly. Unless otherwise expressly set forth herein, all capitalized terms shall have the meaning given them in the Agreement.

NOW THEREFORE, SAP and Licensee agree that the Agreement is modified to include the following deployment and communication restrictions effective of the effective date of Order Form 10 to the Agreement, executed by SAP and Licensee concurrently with the execution of this Amendment, ("Effective Date"):

1. Notwithstanding anything to the contrary in the Agreement, where some of the Software and third party software (excluding "TPD" as later defined) licensed under the Agreement ("SW") is licensed for Use with a third party runtime database also licensed under the Agreement ("TPD"), and some SW is not licensed for Use with such TPD, then the following deployment and communication rights and restrictions shall apply:
 - 1.1 **Deployment Rights & Restrictions.** As referenced in herein, "Technical Installation" means a deployment of SW running on a unique database instance. Subject to any applicable SAP database fees, SW licensed for Use with such TPD can be deployed in any of the following "Installation Types":
 - (A) "Type 1 Installation" means any Technical Installation upon which all SW deployed is licensed for Use with, and is running on, such TPD;
 - (B) "Type 2 Installation" means any Technical Installation upon which all SW deployed is licensed for Use with, but is not running on, such TPD; and,
 - (C) "Type 3 Installation" means any Technical Installation upon which none of the SW, or only a portion of the SW, deployed is licensed for Use with such TPD, and therefore a TPD is not deployed and/or running.
 SW not licensed for Use with a TPD can only be deployed in Type 3 Installations and is subject to any applicable SAP database fees. Further, S/4 SW can only be deployed (i) in a Type 3 Installation where the database is SAP HANA and (ii) with other S/4 SW. The Technical Installation(s) for each Installation Type must be separate from the Technical Installation(s) used for other Installation Types.
 - 1.2 **Installation Communication Rights and Restrictions.**
 - (A) **Between Type 1 Installation and Type 2 Installation.** Bi-directional communication (including data transfers) shall be permitted between SW and/or TPD in Type 1 Installations and SW in Type 2 Installations.
 - (B) **Between Type 1 Installation and Type 3 Installation.**
 - (i) **Database Level Communication.** Communication (including data transfers) at the database level shall be limited to: (1) a one-time productive transfer of data ("Initial Data Load") directly from TPD in Type 1 Installation to SAP HANA Software in Type 3 Installation; and (2) unlimited transfers of data directly from TPD in Type 1 Installation to SAP HANA Software in a separate, non-productive Type 3 Installation prior to conclusion of the Initial Data Load.
 - (ii) **Application Level API Communication.** Bi-directional communication (including data transfers) occurring via "Application Level APIs" is permitted. "Application Level APIs" are those application programming interfaces delivered as part of the licensed SW, excluding all application programming interfaces/technologies when such interfaces/technologies are used to communicate with and/or replicate data at a database level.
 - (C) **Between Type 2 Installation and Type 3 Installation.**
 - (i) **SAP HANA Level Communication.** Communication (including data transfers) at the SAP HANA Software level shall be limited to one-way transfers of data directly from SW in Type 3 Installations to SAP HANA Software in Type 2 Installations.
 - (ii) **Application Level API Communication.** Bi-directional communication (including data transfers) occurring via Application Level APIs is permitted.
 - (D) Other than those database level communication (including data transfer) rights permitted in Sections 1.2(A) and 1.2(B)(i) above, all communication (including data transfers) between any technology and any TPD must occur exclusively through Application Level APIs and not directly with such TPD.
 - 1.3 For avoidance of doubt, this Section 1 shall apply to all Order Form(s) (a/k/a Appendix(ces)) currently or hereinafter entered into under the Agreement, unless such future Order Form(s) include express language specifically indicating this Section 1 does not apply.

Except as modified hereby, all other terms of the Agreement remain unchanged. The validity of this Amendment will expire on August 31, 2019, unless sooner executed by Licensee or extended in writing by SAP.

Accepted By:

SAP Public Services, Inc.
(SAP)

DocuSigned by:

Patrick Martell

By: _____

Patrick Martell

Name: _____

VP, Assistant General Counsel

Title: _____

July 30, 2019

Date: _____

DS
KD

Accepted By:

Brevard County
(Licensee)

By: _____

KRISTINE ISNARDI

CHAIR

August 6, 2019

ATTEST:

SCOTT ELLIS, CLERK

EXTENDED PAYMENT ADDENDUM

1. CONTRACT. This EXTENDED PAYMENT ADDENDUM ("EPA") is to the SOFTWARE LICENSE AND SUPPORT AGREEMENT Software Order Form No. 10 made between Brevard County ("Customer"), and SAP Public Services, Inc. ("SAP"), ("Order Form"). This EPA incorporates, by this reference, the SAP Extended Payment Supplemental Terms and Conditions in effect as of the EPA Effective Date ("EP Supplement"), which is available at the following link:

<https://www.sap.com/docs/download/agreements/general-terms-and-conditions/fin/sap-extended-payment-supplement-united-states-english-v11-2018.pdf>

Capitalized terms used herein and not otherwise defined have the meaning given to such terms in the Order Form or the EP Supplement. Customer agrees that it has had the opportunity to review the Order Form, GTC and EP Supplement prior to entering into this EPA. SAP recommends that Customer print copies of these documents for Customer's records. In the event of any conflict between any terms of this EPA and the Order Form or GTC, this EPA shall govern with respect to the subject matter hereof.

2. AMENDMENTS. SAP and Customer agree that, as of the EPA Effective Date, the terms in the Order Form with respect to the fees specified below are superseded by the terms set forth below with respect to the Extended Payments and all such fees are to be paid by Customer in the form of Extended Payments exclusively pursuant to this EPA. Customer's breach of any payment term set forth herein shall be a material breach by Customer of the Agreement.

3. EXTENDED PAYMENT SCHEDULE. Customer shall pay (in US dollars) the following amounts due under the Order Form as Extended Payments in accordance with the following schedule:

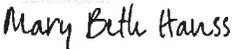
<u>SAP Product(s):</u>		<u>Amount:</u>	<u>Extended Payment</u>	
			<u>Due Date(s):</u>	<u>Amount:</u>
Software	\$	480,000.00	September 29, 2019	\$ 300,000.00
2019 Maintenance - 4 Mths	\$	35,200.00	October 29, 2019	\$ 215,200.00
Total:	\$	515,200.00	Total:	\$ 515,200.00

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, SAP and Customer have caused their duly authorized representatives to execute this EPA, which shall be effective as of the later of the date SAP executes this EPA as set forth below and the effective date of the Order Form (the "EPA Effective Date").

Accepted by:
SAP Public Services, Inc.
(SAP)

Accepted by:
Brevard County
(Customer)

DocuSigned by:

4F8D9C5B333C4E6...
Name: Mary Beth Hanss
Title: Corporate Secretary
Date: July 31, 2019


Name: KRISTINE ISNARDI
Title: CHAIR
Date: AUGUST 6, 2019

ATTEST


SCOTT ELLIS, CLERK

Approved by Board 8/6/19

Xtra ORIGINALS

**Software Order Form No. 10 ("Order Form")
effective as of the date of last signature below ("Effective Date")**

Between **SAP Public Services, Inc.**
3999 West Chester Pike
Newtown Square, PA 19073
(hereinafter "SAP")

And **Brevard County**
2725 Judge Fran Jamieson Way
Viera, FL 32940
United States
(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 and Licensee effective November 23, 1998 ("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 480,000.00 USD, which shall be invoiced upon execution of this Order Form.
2. **SAP SUPPORT SERVICES AND FEES:** SAP and Licensee agree that SAP Enterprise 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 Fees shall commence as of the first day of the month following the Effective Date of this Order Form. The initial term of SAP Support shall begin on the Effective Date and continue for the remainder of the current calendar year and the next full calendar year (except in cases of an Effective Date commencing on January 1 of a respective calendar year, in which case the initial term will run until December 31st of the respective 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 Annual Support Fees shall be paid annually in advance and shall be as specified below.

The SAP Enterprise Support Fee for the Software licensed under this Order Form is priced at the then current annual SAP Enterprise Support Factor in effect (currently 22%) 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 Enterprise 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 Enterprise Support Factor shall remain at 22% until December 31, 2020. Thereafter, the SAP Enterprise Support Fee is subject to change once during a calendar year upon three (3) months' notice to Licensee and SAP may increase Licensee's Enterprise Support Fee hereunder 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 Enterprise 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: 2725 Judge Fran Jamieson Way, Viera, FL 32940 ("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: S0016457472
 INITIAL PASSCODE: 2H7OUI&A

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. **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.

- 6. **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 6, Schedule 1 shall take precedence.

6.1 **SAP SOFTWARE:**

SAP HANA (a) (d):

Software	License Metric
SAP HANA, enterprise edition (b) (c)	64 GB of Memory (1)

(a) Definitions.

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

(b) SAP HANA, Enterprise Edition. SAP HANA Enterprise Edition may be Used with an unlimited number of Data Sources, and such Use is subject to the applicable Licensed Level. SAP HANA Enterprise Edition includes the following Runtime Software:

- (1) SAP HANA Dynamic Tiering,
- (2) SAP HANA Operation Process Intelligence,
- (3) SAP HANA Accelerator for SAP ASE,
- (4) SAP HANA Data Warehousing Foundation,
- (5) five (5) Concurrent Sessions of SAP Enterprise Architecture Designer,
- (6) SAP HANA Information Management Option,
- (7) SAP HANA Replication Option,
- (8) SAP HANA Data Privacy Option,
- (9) SAP HANA Spatial/Graph Option,
- (10) SAP HANA Predictive Option,
- (11) SAP HANA Search/Text Option,
- (12) SAP HANA Streaming Analytics Option,
- (13) SAP NetWeaver OpenHub,
- (14) SAP OpenHub for S/4HANA,
- (15) SAP HANA native storage extension (Use of HANA Native Storage Extension Buffer Cache component is subject to the applicable Licensed Level).

Licensee may use Smart Data Access to query data from any data sources, provided that Licensee's license for SAP HANA, Enterprise Edition has been appropriately sized for all such data that is queried and joined with other data sources via Smart Data Access. Named User licenses will not be required solely for the one way read-only Smart Data Access to SAP Software and/or Third Party Software. Licensee may also replicate data from one or more limited use versions of SAP HANA (SAP HANA Runtime edition for SAP BW; SAP HANA Runtime edition for Applications and SAP BW), solely to be used within HANA Enterprise Edition.

Use of SAP HANA Spatial Engine is also governed by the following HERE MAP DATA BY HERE directory terms.

The data ("Data") is provided for Licensee's internal use only and not for resale. It is protected by copyright, and is subject to the following terms and conditions which are agreed to by you, on the one hand, HERE and HERE Suppliers on the other hand.

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©United States Postal Service® 2008. Prices are not established, controlled or approved by the United States Postal Service®. The following trademarks and registrations are owned by the USPS: United States Postal Service, USPS, and ZIP+4.

Scope of Use. Licensee agrees to use this Data together with SAP Applications solely for your internal business operations purposes for which Licensee was licensed, and not for service bureau, time-sharing or other similar purposes. Accordingly, but subject to the restrictions set forth in the following paragraphs, Licensee may copy this Data only as necessary for Licensee's business use to (i) view it, and (ii) save it, provided that Licensee does not remove any copyright notices that appear and do not modify the Data in any way. Licensee agrees not to otherwise reproduce copy, modify, decompile, disassemble or reverse engineer any portion of this Data, and may not transfer or distribute it in any form except to your affiliates, for any purpose, except to the extent permitted by mandatory laws. Multi-disc sets may only be transferred or sold as a complete set as provided by SAP and not as a subset thereof.

Restrictions. Except where Licensee has been specifically licensed to do so by SAP, and without limiting the preceding paragraph, Licensee may not (a) use this Data with any products, systems, or applications installed or otherwise connected to or in communication with vehicles, capable of vehicle navigation, positioning, dispatch, real time route guidance, fleet management or similar applications; or (b) with or in communication with any positioning devices or any mobile or wireless-connected electronic or computer devices, including without limitation cellular phones, palmtop and handheld computers, pagers, and personal digital assistants or PDAs.

Warning. The Data may contain inaccurate or incomplete information due to the passage of time, changing circumstances, sources used and the nature of collecting comprehensive geographic data, any of which may lead to incorrect results.

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Indemnification: Licensee shall indemnify and save harmless HERE and HERE Suppliers, including Her Majesty The Queen, The Canada Post and the Department of Natural Resources Canada, and their officers, employees and agent: from and against any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action, alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of the use or possession of the data or the Data.

Government End Users. If the Data is being acquired by or on behalf of the United States government or any other entity seeking or applying rights similar to those customarily claimed by the United States government, the Data is a "commercial item" as that term is defined at 48 C.F.R. ("FAR") 2.101, is licensed in accordance with these Pass Through Terms, and each copy of Data delivered or otherwise furnished shall be marked and embedded as appropriate with the following "Notice of Use," and shall be treated in accordance with such Notice:

Notice of Use

Contractor (Manufacturer/ Supplier) Name: HERE

Contractor (Manufacturer/Supplier) Address: 425 W. Randolph Street, Chicago, Illinois 60606

This Data is a commercial item as defined in FAR 2.101 and is subject to these End-User Term under which this Data was provided.

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The Data may include or reflect data of licensors, including Her Majesty, Canada Post and the Department of Natural Resources Canada. Such data is licensed on an "as is" basis. The licensors, including Her Majesty, Canada Post and the Department of Natural Resources Canada, make no guarantees, representations or warranties respecting such data, either express or implied, arising bylaw or otherwise, including but not limited to, effectiveness, completeness, accuracy or fitness for a particular purpose.

The licensors, including Her Majesty, Canada Post and the Department of Natural Resources Canada, shall not be liable in respect of any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action alleging any loss, injury or damages, direct or indirect, which may result from the use or possession of the data or the Data. The licensors, including Her Majesty, Canada Post and the Department of Natural Resources Canada, shall not be liable in any way for loss of revenues or contracts, or any other consequential loss of any kind resulting from any defect in the data or the Data.

End User shall indemnify and save harmless the licensors, including Her Majesty the Queen, the Canada Post and the Department of Natural Resources Canada, and their officers, employees and agents from and against any claim, demand or action, irrespective of the nature of the

cause of the claim, demand or action, alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of the use or possession of the data or the Data.

If Data for additional countries is included or distributed in connection with software products of SAP, or if Licensee uses data from relevant countries the following supplier terms/copyright notices shall be included in the Licensee Terms as applicable:

<u>Territory</u>	<u>Notice</u>
Australia	"Copyright. Based on data provided under license from PSMA Australia Limited (www.psama.com.au)."
Austria	"© Bundesamt für Eich- und Vermessungswesen"
Croatia, Cyprus, Estonia, Latvia, Lithuania, Moldova, Poland, Slovenia and/or Ukraine	"© EuroGeographics"
France	The following notice must appear on all copies of the Data, and may also appear on packaging: "source: © IGN 2009 – BD TOPO ®"
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Hungary	"Copyright © 2003; Top-Map Ltd."
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Norway	"Copyright © 2000; Norwegian Mapping Authority"
Portugal	"Source: IgeoE – Portugal"
Spain	"Información geográfica propiedad del CNIG"
Sweden	"Based upon electronic data <input type="checkbox"/> National Land Survey Sweden."
Switzerland	"Topografische Grundlage: <input type="checkbox"/> Bundesamt für Landestopographie."

(c) Terms of use for Twitter API contained within SAP HANA, Enterprise Edition. The following shall apply to SAP HANA, Enterprise Edition: 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 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 access the information contained in the database of the SAP applications, and (iv) third party applications that do not access the information contained in the database of the SAP applications. 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. Licensee's Use of the Planning Application Kit to develop planning applications that leverage in-memory processing of core planning functions requires a separate license for the applicable version of SAP Business Planning and Consolidation.

(1) **Gigabytes of Memory** is defined as the total amount of memory that may be used by the Software, as measured in gigabytes.

7. **DATABASE:** The Software licensed hereunder may require a database product. Except for the SAP HANA database licensed pursuant to Schedule 1 hereof, this Agreement does not contain a license to use any 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.

- 8. **SEGREGATED DATABASE LANDSCAPE:** Where a third party runtime database is licensed under the Agreement ("TPD") and not all Software (excluding third party runtime database) licensed under this Order Form or any other Order Form or Appendix under the Agreement ("SW") is licensed for Use with the TPD, the term and conditions set forth in the Database Deployment and Communication Rights and Restrictions Amendment dated July 23, 2019 to the Agreement (executed concurrently with the execution of this Order Form) shall apply to all SW licensed under the Agreement.
- 9. **PUBLICITY:** In consideration of the additional Software discount, Licensee agrees to participate in reference activities for the Software including but not limited to reference calls and stories, press testimonials, site visits, SAPPHIRE participation, etc., at times mutually agreeable to the parties. SAP will make reasonable efforts to avoid having the reference services unreasonably interfere with Licensee's business.
- 10. **VALIDITY OF OFFER:** The validity of this offer will expire on **August 31, 2019**, unless sooner executed by Licensee, or extended in writing by SAP.

The validity of this Order Form is further contingent upon Licensee's execution of the Database Deployment and Communication Rights and Restrictions Amendment dated July 23, 2019 to the Agreement and returning the executed Amendment and this Order Form to SAP by **August 31, 2019**.

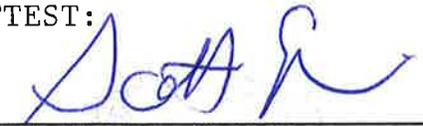
Accepted By:
SAP Public Services, Inc.
(SAP)

Accepted By:
Brevard County
(Licensee)

By: DocuSigned by:
Patrick Martell
 Name: Patrick Martell
 Title: VP, Assistant General Counsel
 Date: July 30, 2019

By: 
 Name: KRISTINE ISNARDI
 Title: CHAIR
 Date: AUGUST 6, 2019

DS
KD

ATTEST:

SCOTT ELLIS, CLERK

As approved by Board 8/6/19

Schedule 1 to Order Form No. 10	
Customer Name	Brevard County
Net License Fee	480,000.00 USD
Support Type	SAP Enterprise Support
Support Percent %	22.00%
Maintenance Base	480,000.00 USD
Annual Support Fee	105,600.00 USD

Software Licensed						
Product	TPP	SAV	License Metric	Blocks of (units)	License Quantity	Net License Fee
SAP HANA, enterprise edition		X	GB of Memory	64	4	480,000.00

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.

DATABASE DEPLOYMENT AND COMMUNICATION RIGHTS AND RESTRICTIONS
Amendment issued July 23, 2019 ("Amendment")
to
SAP SOFTWARE LICENSE AGREEMENT effective November 23, 1998 ("Agreement")
between
SAP Public Services, Inc. ("SAP")
and
Brevard County ("Licensee")

As of the "Effective Date" (defined below), this Amendment modifies the Agreement between the parties. In the event any provisions of this Amendment contradict and/or are inconsistent with the provisions of the Agreement, the provisions of this Amendment shall prevail and govern and the contradicted and/or inconsistent provisions shall be deemed amended accordingly. Unless otherwise expressly set forth herein, all capitalized terms shall have the meaning given them in the Agreement.

NOW THEREFORE, SAP and Licensee agree that the Agreement is modified to include the following deployment and communication restrictions effective of the effective date of Order Form 10 to the Agreement, executed by SAP and Licensee concurrently with the execution of this Amendment, ("Effective Date"):

1. Notwithstanding anything to the contrary in the Agreement, where some of the Software and third party software (excluding "TPD" as later defined) licensed under the Agreement ("SW") is licensed for Use with a third party runtime database also licensed under the Agreement ("TPD"), and some SW is not licensed for Use with such TPD, then the following deployment and communication rights and restrictions shall apply:
 - 1.1 **Deployment Rights & Restrictions.** As referenced in herein, "Technical Installation" means a deployment of SW running on a unique database instance. Subject to any applicable SAP database fees, SW licensed for Use with such TPD can be deployed in any of the following "Installation Types":
 - (A) "Type 1 Installation" means any Technical Installation upon which all SW deployed is licensed for Use with, and is running on, such TPD;
 - (B) "Type 2 Installation" means any Technical Installation upon which all SW deployed is licensed for Use with, but is not running on, such TPD; and,
 - (C) "Type 3 Installation" means any Technical Installation upon which none of the SW, or only a portion of the SW, deployed is licensed for Use with such TPD, and therefore a TPD is not deployed and/or running.

SW not licensed for Use with a TPD can only be deployed in Type 3 Installations and is subject to any applicable SAP database fees. Further, S/4 SW can only be deployed (i) in a Type 3 Installation where the database is SAP HANA and (ii) with other S/4 SW. The Technical Installation(s) for each Installation Type must be separate from the Technical Installation(s) used for other Installation Types.
 - 1.2 **Installation Communication Rights and Restrictions.**
 - (A) **Between Type 1 Installation and Type 2 Installation.** Bi-directional communication (including data transfers) shall be permitted between SW and/or TPD in Type 1 Installations and SW in Type 2 Installations.
 - (B) **Between Type 1 Installation and Type 3 Installation.**
 - (i) **Database Level Communication.** Communication (including data transfers) at the database level shall be limited to: (1) a one-time productive transfer of data ("Initial Data Load") directly from TPD in Type 1 Installation to SAP HANA Software in Type 3 Installation; and (2) unlimited transfers of data directly from TPD in Type 1 Installation to SAP HANA Software in a separate, non-productive Type 3 Installation prior to conclusion of the Initial Data Load.
 - (ii) **Application Level API Communication.** Bi-directional communication (including data transfers) occurring via "Application Level APIs" is permitted. "Application Level APIs" are those application programming interfaces delivered as part of the licensed SW, excluding all application programming interfaces/technologies when such interfaces/technologies are used to communicate with and/or replicate data at a database level.
 - (C) **Between Type 2 Installation and Type 3 Installation.**
 - (i) **SAP HANA Level Communication.** Communication (including data transfers) at the SAP HANA Software level shall be limited to one-way transfers of data directly from SW in Type 3 Installations to SAP HANA Software in Type 2 Installations.
 - (ii) **Application Level API Communication.** Bi-directional communication (including data transfers) occurring via Application Level APIs is permitted.
 - (D) Other than those database level communication (including data transfer) rights permitted in Sections 1.2(A) and 1.2(B)(i) above, all communication (including data transfers) between any technology and any TPD must occur exclusively through Application Level APIs and not directly with such TPD.
 - 1.3 For avoidance of doubt, this Section 1 shall apply to all Order Form(s) (a/k/a Appendix(ces)) currently or hereinafter entered into under the Agreement, unless such future Order Form(s) include express language specifically indicating this Section 1 does not apply.

Except as modified hereby, all other terms of the Agreement remain unchanged. The validity of this Amendment will expire on August 31, 2019, unless sooner executed by Licensee or extended in writing by SAP.

Accepted By:

SAP Public Services, Inc.
(SAP)

DocuSigned by:

Patrick Martell

By: _____

Patrick Martell

Name: _____

Title: VP, Assistant General Counsel

Date: July 30, 2019

DS
KD

Accepted By: Approved by Boarf 8/6/19

Brevard County
(Licensee)

By: _____

KRISTINE ISNARDI

Title: CHAIR

Date: AUGUST 6, 2019

ATTEST: *Scott Ellis*

SCOTT ELLIS, CLERK

EXTENDED PAYMENT ADDENDUM

1. CONTRACT. This EXTENDED PAYMENT ADDENDUM ("EPA") is to the SOFTWARE LICENSE AND SUPPORT AGREEMENT Software Order Form No. 10 made between Brevard County ("Customer"), and SAP Public Services, Inc. ("SAP"), ("Order Form"). This EPA incorporates, by this reference, the SAP Extended Payment Supplemental Terms and Conditions in effect as of the EPA Effective Date ("EP Supplement"), which is available at the following link:

<https://www.sap.com/docs/download/agreements/general-terms-and-conditions/fin/sap-extended-payment-supplement-united-states-english-v11-2018.pdf>

Capitalized terms used herein and not otherwise defined have the meaning given to such terms in the Order Form or the EP Supplement. Customer agrees that it has had the opportunity to review the Order Form, GTC and EP Supplement prior to entering into this EPA. SAP recommends that Customer print copies of these documents for Customer's records. In the event of any conflict between any terms of this EPA and the Order Form or GTC, this EPA shall govern with respect to the subject matter hereof.

2. AMENDMENTS. SAP and Customer agree that, as of the EPA Effective Date, the terms in the Order Form with respect to the fees specified below are superseded by the terms set forth below with respect to the Extended Payments and all such fees are to be paid by Customer in the form of Extended Payments exclusively pursuant to this EPA. Customer's breach of any payment term set forth herein shall be a material breach by Customer of the Agreement.

3. EXTENDED PAYMENT SCHEDULE. Customer shall pay (in US dollars) the following amounts due under the Order Form as Extended Payments in accordance with the following schedule:

<u>SAP Product(s):</u>		<u>Extended Payment</u>	
	<u>Amount:</u>	<u>Due Date(s):</u>	<u>Amount:</u>
Software	\$ 480,000.00	September 29, 2019	\$ 300,000.00
2019 Maintenance - 4 Mths	\$ 35,200.00	October 29, 2019	\$ 215,200.00
Total:	\$ 515,200.00	Total:	\$ 515,200.00

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, SAP and Customer have caused their duly authorized representatives to execute this EPA, which shall be effective as of the later of the date SAP executes this EPA as set forth below and the effective date of the Order Form (the "EPA Effective Date").

Accepted by:
SAP Public Services, Inc.
(SAP)

Accepted by:
Brevard County
(Customer)

DocuSigned by:
Mary Beth Hanss

4F8D9C5B333C4E6...
Name: Mary Beth Hanss
Title: Corporate Secretary
Date: July 31, 2019

Kristine Isnardi
Name: KRISTINE ISNARDI
Title: CHAIR
Date: AUGUST 6, 2019

ATTEST:

Scott Ellis
SCOTT ELLIS, CLERK

Approved by Board 8/6/19