

**SAP DELIVERED SUPPORT AGREEMENT**  
**effective as of the date of 1st April 2023 ("Effective Date")**

This SAP Delivered Support Agreement ("Agreement") is between **SAP (UK) LTD** (with company number: 2152073), with offices at Clockhouse Place, Bedfont Road, Feltham, Middlesex, TW14 8HD (hereinafter "**SAP**") and **Crown Prosecution Service**, with offices at 1st Floor, EC4M 7EX London, United Kingdom (hereinafter "**End User**"), together referred to as "**Parties**".

**RECITAL**

WHEREAS, End User has purchased or will purchase certain SAP software, including the software as identified in Schedule 1, from the Partner and receives the right to use the SAP software, including the software as identified in Schedule 1, from SAP or Partner under a Software License Agreement (as defined below).

WHEREAS, SAP provides, through employees of the SAP Group and third-party contractors, software support services and End User wants to order such software support services from SAP.

NOW, THEREFORE, the Parties agree as follows:

**1. DEFINITIONS AND INTERPRETATIONS**

**1.1 Definitions**

1.1.1 "Associated Company" means any legal entity of which a person or company has direct or indirect Control and only as long as a person or company maintains direct or indirect Control.

1.1.2 "Confidential Information" means, with respect to End User: End User's marketing and business plans and/or financial information, and with respect to SAP: (a) the Software, Documentation and other SAP Materials, including without limitation the following information regarding the Software: (i) computer software (object and source codes), programming techniques and programming concepts, methods of processing, system designs embodied in the Software; (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, inventions (whether patentable or not), marketing plans, forecasts and strategies; and (d) the SAP Support Components. In addition, Confidential Information of either SAP or End User (the party disclosing such information being the "Disclosing Party") includes information which the Disclosing Party protects against unrestricted disclosure to others that (i) the Disclosing Party or its representatives identifies as confidential at the time of disclosure; or (ii) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure; including, without limitation, information from, about or concerning any third party that is disclosed under this Agreement.

1.1.3 "Control" means the power to direct or cause the direction of the affairs of an entity whether by means of direct or indirect ownership of fifty per cent (50%) or more of the voting rights or similar rights of ownership or by means of having the power to direct the management or directors whether conferred by constitutional documents, shareholder agreement or other document regulating the affairs of an entity.

1.1.4 "Documentation" means SAP's then-current technical and/or functional documentation which is delivered or made available by SAP either indirectly via Partner or directly to End User with the Software.

1.1.5 "Effective Date" means the date on that the last signature was affixed to this Agreement or in case SAP does not sign this Agreement, any other act through which SAP accepts this Agreement or the order of SAP Delivered Support for the Supported Software.

1.1.6 "Export Law" means all constitutions, laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits restrictive measures, trade sanctions, embargos and other legally binding requirements of all federal, country, international, state and local governmental authorities relating to export, re-export or import.

1.1.7 "Intellectual Property Rights" means patents of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trade secret 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.

1.1.8 "Partner" means Redacted under FOIA, Section 40 - Personal Data

1.1.9 "SAP Delivered Support" means SAP's then-current SAP support offering made available to End User, as stated in this Agreement as well as the applicable SAP Support Schedule.

1.1.10 "SAP Enterprise Support Schedule" means the current "SAP Enterprise Support Schedule" which is made available at [www.sap.com/company/legal](http://www.sap.com/company/legal).

1.1.11 "SAP Group" means SAP Parent and any of its Associated Companies.

1.1.12 "SAP Group Software" means (i) any and all software products licensed to End User under the Software License Agreement, all as developed by or for the SAP Group and delivered by SAP either indirectly via Partner or directly to End User; (ii) any new releases, updates or versions thereof, made available through unrestricted shipment pursuant to SAP support or warranty obligation; and (iii) any complete or partial copies of any of the foregoing.

1.1.13 "SAP Materials" means any software, programs, tools, systems, data or other materials made available to End User directly by SAP or via Partner prior to or after the Effective Date including, but not limited to, the Software, SAP Support Components and Documentation.

1.1.14 "SAP Parent" means SAP, a European company (Societas Europaea), located at Dietmar-Hopp-Allee 16 in 69190 Walldorf, Germany and registered at the commercial register of Mannheim under the registration number HRB 350269.

1.1.15 "SAP Standard Support Schedule" means the current "SAP Standard Support Schedule" which is made available at [www.sap.com/company/legal](http://www.sap.com/company/legal).

1.1.16 "SAP Support Schedule" means either the SAP Enterprise Support Schedule or the SAP Standard Support Schedule, whichever is applicable.

1.1.17 "Software" means SAP Group Software as well as Third Party Software.

1.1.18 "Software License Agreement" means the software license agreement concluded either between SAP and End User or between Partner and End User pertaining to the SAP software sold by Partner to End User, including the software as identified in Schedule 1.

1.1.19 "Territory" means worldwide, subject to applicable export control laws as may be updated from time to time by the applicable jurisdiction and subject to Section 13.5 of this Agreement.

1.1.20 "Third Party Software" means (i) any and all software products licensed to End User under the Software License Agreement, all as developed by or for companies other than the SAP Group and delivered by SAP either indirectly via Partner or directly to End User; (ii) any new releases, updates or versions thereof, made available through unrestricted shipment pursuant to SAP support or warranty obligation; and (iii) any complete or partial copies of any of the foregoing.

2. AGREEMENT ON SAP DELIVERED SUPPORT. Subject to the terms and conditions set out in this Agreement as well as specified in the applicable SAP Support Schedule which is incorporated and made a part hereof by reference, SAP herewith offers to the End User to provide

### **SAP Enterprise Support**

for a fee of **95,718.50 GBP** per year for the Supported Software (as defined below) ("SAP Delivered Support Fee"). End User accepts such offer. In case End User chooses SAP Enterprise Support, the SAP Enterprise Support Schedule applies. In case End User chooses SAP Standard Support, the SAP Standard Support Schedule applies. End User herewith confirms that he had access to and read the applicable SAP Support Schedule and will comply with the terms and conditions. SAP recommends End User prints a copy of the applicable SAP Support Schedule for End User's own records. "Licensee" as used in the SAP Support Schedules means the End User as identified in this Agreement.

3. SEPARATE SOFTWARE SALES AGREEMENT. End User has acquired certain Software, including the software as identified in Schedule 1, from Partner (the software identified in Schedule 1 being the "Supported Software").

End User understands and acknowledges that provision of SAP Delivered Support is at all times conditional upon End User holding valid licenses to the Supported Software. In addition, End User agrees and warrants to install any Software for which SAP Delivered Support is delivered directly by SAP on a separate technical installation from Software that is supported by a Partner (VAR Delivered Support).

End User represents and warrants that Schedule 1 contains an accurate and complete list of all Software that End User has acquired from Partner and is subject to SAP Delivered Support. End User must inform SAP promptly about any additional Software that End User has acquired and is subject to SAP Delivered Support. SAP will be entitled to increase the SAP Delivered Support Fee to include such additional Software (including a retroactive increase). SAP will have the same right if SAP learns that End User failed to promptly inform SAP of such additional Software purchase(s).

Under this Agreement, End User only receives SAP Delivered Support; the licensing of and the fees for the Supported Software themselves are **not** contemplated under this Agreement. Under this Agreement, SAP grants a non-exclusive, non-transferrable, terminable license to any new versions, releases, updates, upgrades, patches, fixes and corrections of the Supported Software and other software and materials provided as part of SAP Delivered Support ("SAP Support Components") and only during the term of the Software License Agreement. Licenses to SAP Support Components are subject to the terms of the Software License Agreement, except as follows or expressly otherwise stated in this Agreement, the SAP Support Schedules or both: (i) use of the SAP Support Components is limited to use with the Supported Software; (ii) such use is limited solely to running End User's internal business operations and to provide internal training and testing for such internal business operations; (iii) End User must not use the SAP Support Components to provide services to third parties (e.g. business process outsourcing, service bureau applications or third party training).

4. SERVICES TO BE PERFORMED. SAP will provide SAP Delivered Support as specified in this Agreement as well as in the applicable SAP Support Schedule. End User is responsible for making the necessary internal arrangements for the carrying out of SAP Delivered Support on a non-interference basis. End User understands that SAP Delivered Support under this Agreement only applies to the Supported Software as originally provided by SAP (either indirectly Partner or directly to End User), excluding without limitation any modifications, add-ons or enhancements to the Supported Software that have been developed by the Partner, End User or any third party.

For purposes of this Agreement and the delivery of SAP Delivered Support hereunder, "Enterprise Support Solutions" and "Standard Support Solutions" as defined in the applicable SAP Support Schedule do not include software sold by Partner to End User that is not provided by SAP (either indirectly via Partner or directly to End User).

Support Advisory Centre access, Continuous Quality Checks, Go Live Checks and Enterprise Support Reports (each as may be applicable and only as described in the SAP Support Schedule) will only be provided if End User has established a certified End User COE (as described in the SAP Support Schedule).

## 5. TERM.

5.1 The initial term for SAP Delivered Support will be as follows ("Initial Term"):

a) for sales of SAP Delivered Support for (i) Supported Software except for SAP BusinessObjects solutions only and (ii) joint transactions (sale of SAP Delivered Support for SAP BusinessObjects solutions together with SAP Delivered Support for one or more Supported Software products that are not SAP BusinessObjects solutions in one order), SAP Delivered Support will commence and the initial term will start as of the first day of the month following the Effective Date and will end on December 31<sup>st</sup> of the next full calendar year (except in cases of Effective Date commencing on January 1<sup>st</sup> of a respective calendar year, in which case the initial term will run until December 31<sup>st</sup> of the respective calendar year); and

b) for sales of SAP Delivered Support for Supported Software that only include SAP BusinessObjects solutions, SAP Delivered Support will commence and the initial term will start as of the Effective Date and will end twelve months later but excluding the date having the same day and month as the Effective Date.

5.2 After the Initial Term and subject to the Agreement and SAP Support Schedule, SAP Delivered Support will automatically renew for subsequent twelve months periods:

a) for sales of SAP Delivered Support for (i) Supported Software except for SAP BusinessObjects solutions only and (ii) joint transactions (sale of SAP Delivered Support for SAP BusinessObjects solutions together with SAP Delivered Support for one or more Supported Software products that are not SAP BusinessObjects solutions in one order), on January 1<sup>st</sup> of each calendar year; and

b) for sales of SAP Delivered Support for Supported Software that only include SAP BusinessObjects solutions, on each date having the same day and month as the Effective Date,

(each a "Renewal Term") whereby the first twelve months period immediately following the Initial Term will be defined as "1st Renewal Term".

## 6. SAP DELIVERED SUPPORT FEES.

### 6.1 Payment and invoicing of fees.

The SAP Delivered Support Fees as originally set out in this Agreement or as increased according to this Agreement, the SAP Support Schedules or both, must be paid by the End User annually in advance within thirty days of SAP's invoice date.

For the Initial Term (but excluding the Initial Term for SAP Delivered Support for SAP BusinessObjects solutions only) as set out in Section 5.1a), SAP will send a first invoice for the SAP Delivered Support Fees for the period starting on the first day of the month following the Effective Date until December 31<sup>st</sup> of the current year and a second invoice for the period starting on January 1<sup>st</sup> and ending on December 31<sup>st</sup> of the next calendar year.

For the Initial Term for SAP Delivered Support for SAP BusinessObjects solutions only as set out in Section 5.1b), SAP Delivered Support Fees are invoiced for the period starting on the Effective Date until twelve months later but excluding the date having the same day and month as the Effective Date.

For each Renewal Term, SAP Delivered Support Fees as originally set out in this Agreement or as increased according to this Agreement, the SAP Support Schedules or both are invoiced for the period of the Renewal Term.

Payment will be considered to have been made when the payment is received by SAP in the bank account(s) designated by SAP for such payments. End User may offset claims only if they are uncontested or finally and bindingly awarded by a court of law. If End User fails to pay any SAP Delivered Support Fee or any other amount payable by it on its due date, interest will accrue at the rate of three per cent (3%) per annum over the base lending rate of RBS Bank Plc but not exceed the maximum amount as allowed by law. However, the assertion of further damages is not excluded.

### 6.2 Fee Increase.

SAP agrees that the fee for SAP Delivered Support will remain unchanged for the Initial Term and the 1st Renewal Term. After the Initial Term and the 1st Renewal Term, SAP reserves the right to increase End User's fee for SAP Delivered Support 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 or the date of End User's last SAP Delivered Support fee increase, whichever occurred later. CPI as used herein means the UK's Consumer Price Index (or successor index thereto) as published by the UK's Office for National Statistics.

Not raising fees in any given year or years is not a waiver of SAP's right to do so.

7. TAXES. Fees and other charges described in this Agreement do not include sales, VAT, withholding, use, property, excise, service, or similar taxes ("Tax(es)") now or hereafter levied, all of which shall be for End User's account. Any applicable direct pay permits or valid tax-exempt certificates must be provided to SAP prior to the execution of this Agreement. If SAP is required to pay Taxes, End User shall reimburse SAP for such amounts. End User hereby agrees to indemnify SAP for any Taxes and related costs, interest and penalties paid or payable by SAP.

## 8. INTELLECTUAL PROPERTY RIGHTS.

8.1 Reservation of Rights. The SAP Materials and SAP Confidential Information and all title, rights and interest, especially, without limitation, any Intellectual Property Rights embodied therein are the sole and exclusive property of the SAP Group or their licensors, subject to any rights, title or interest expressly granted to End User in the Software License Agreement. Except for the rights set forth in the Software License Agreement, End User is not permitted to modify or otherwise make derivative works of the Software or other SAP Materials.

8.2 Protection of Rights. End User is not entitled to copy, translate, disassemble, decompile nor reverse engineer the Software or other SAP Materials. End User must not create or attempt to create the source code from the object code of the Software or other SAP Materials. End User is permitted to back up data in accordance with good information technology practice and for this

purpose to create the necessary backup copies of the Supported Software. Backup copies on transportable discs or other data media must be marked as backup copies and bear the same copyright and authorship notice as the original discs or other data media, unless technically infeasible. End User must not change or remove SAP's copyright and authorship notices.

## 9. CONFIDENTIALITY.

9.1 Use of Confidential Information. Confidential Information must not be used or reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the Disclosing Party 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 Disclosing Party, the party receiving the Confidential Information ("Receiving 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 and/or perform its obligations hereunder, and who are under obligations of confidentiality substantially similar to those set forth herein. 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. End User shall not disclose the terms and conditions of this Agreement to any third party except for the Partner. 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 End User agrees that any member of the SAP Group may use End User's name in customer listings or, at times mutually agreeable to the Parties, as part of SAP Group's marketing efforts (including without limitation reference calls and stories, press testimonials, site visits, SAPPHIRE participation). SAP will make reasonable efforts to avoid having the reference activities unreasonably interfere with End User's business. End User agrees that SAP may share information on End User with any other member of the SAP Group for marketing and other business purposes and that End User has secured permission from its employees to allow SAP to share business contact information with any other member of the SAP Group.

## 10. NO WARRANTY.

SAP and its licensors disclaim all warranties or terms, conditions, representations or statements which might have effect between the parties or be implied or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, all of which are hereby excluded to the fullest extent permitted by law including the implied conditions, warranties or other terms as to satisfactory quality or fitness for purpose.

## 11. LIMITATIONS OF LIABILITY.

11.1 Not Responsible. SAP and its licensors will not be responsible under this Agreement (i) if the Software is not used in accordance with the Documentation; or (ii) if the defect or liability is caused by Licensee or Partner, a Modification or Add-on (other than a Modification or Add-on made by a member of the SAP Group which is provided through SAP support or under warranty), or third-party software; or (iii) if the Software is used in conjunction with any third party software for which the Licensee lacks sufficient rights from the third party vendor for such use; or (iv) for any Licensee activities not permitted under this Agreement. SAP and its licensors shall not be liable for any claims or damages arising from inherently dangerous Use of the Software and/or Third-Party Software.

### 11.2 Exclusion of Damages; Limitation of Liability.

Subject to sections 11.2.2 and 11.2.3 below and regardless of the basis of liability (whether arising out of liability under breach of contract, tort (including but not limited to negligence), misrepresentation, breach of statutory duty, breach of warranty, claims by third parties arising from any breach of this Agreement) neither SAP or Licensee shall be liable to the other or any other party for any loss or damage arising under or in relation to this Agreement to the extent that such loss or damage:

(a) is: (i) loss of profits or revenue; (ii) loss of business; (iii) loss of or damage to data; (iv) loss of goodwill; (v) losses from computer failure or malfunction; (vi) legal fees; or (vii) loss of anticipated savings; and regardless of whether any such loss or damage listed in this sub-section (a) is direct, indirect, special, incidental or consequential;

(b) is indirect, special, incidental or consequential and whether or not the other party had been advised of the possibility of such loss or damage; or

(c) exceeds the SAP Delivered Support Fee paid for SAP Support during the twelve (12)-month period immediately preceding the events giving rise to the claim or liability.

11.2.2 Nothing in this Agreement shall exclude or limit either party's liability for death or personal injury caused by negligence, breach of the obligations imposed by s.12, Sale of Goods Act 1979 or s.2, Supply of Goods and Services Act 1982, fraudulent misrepresentation or any other liability which cannot be excluded or limited by applicable law.

11.2.3 Nothing in this Agreement shall exclude or limit Licensee's liability for any failure to pay any fees due hereunder or for any breach of section 9 or for any breach, misuse or infringement of SAP's intellectual property rights.

11.3 Exclusions and Limitations for Third Party Software. Subject to the exclusion of damages stated in section 11.2 and with respect to sap support components relating to third party software, under no circumstances and regardless of the nature of any claim shall sap or its licensors be liable for an amount in excess of the sap delivered support fee paid for the sap support component directly causing the damages and relating to third party software during the one year period preceding the events giving rise to the claim.

11.4 The provisions of this Agreement allocate the risks between SAP and End User. The SAP Delivered Support Fee paid by End User for the SAP Support Component directly causing the damages during the one year period preceding the events giving rise to the claim reflect this allocation of risk and the limitations of liability herein. It is expressly understood and agreed that each and every provision of this Agreement which provides for a limitation of liability, disclaimer of warranties or exclusion of damages, is intended by the Parties to be severable and independent of any other provision and to be enforced as such.

11.5 Extension to group members. Any limitations to the liability and obligations of SAP according to this Section 11 (Limitations of Liability) will also apply for the benefit of any member of the SAP Group and their respective licensors.

## 12. ASSIGNMENT.

End User may not, without SAP's prior written consent, assign, novate, delegate, pledge, subcontract or otherwise transfer this Agreement, or any of its rights or obligations under this Agreement, or the SAP Materials 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 assign, novate, delegate, pledge, subcontract or otherwise transfer this Agreement or any of its rights or obligations thereunder (in whole or in part) to any member of the SAP Group. SAP and any other member of the SAP Group may use third parties as sub-contractors for fulfilling any of its rights or obligations under this Agreement. SAP will continue to be liable for such obligations.

## 13. GENERAL PROVISIONS.

13.1 Retention of data. With regard to business transactions covered by this Agreement, End User must retain any records for a period of ten years starting on 1th of January of the year following the year during which the data were transmitted or otherwise transferred, or for the minimum period prescribed by applicable law, whichever is longer. In addition, End User must maintain current, complete and accurate reports on all of SAP's Confidential Information in its possession or in the possession of its representatives.

13.2 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 wholly or in part illegal, invalid or unenforceable in any respect, such illegality, 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. The illegal, invalid or unenforceable provision will be replaced by a valid and enforceable provision which approximates as closely as possible the intent of the invalid or unenforceable provision. This will also apply in the case of contractual gaps.

13.3 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.

13.4 Counterparts. This Agreement may be signed in one or more counterparts, each of which will be considered an original but all of which together form one and the same instrument and will be treated as if the signatures on the counterparts were on a single copy. This Agreement may be validly executed by means of transmission of signed facsimile, pdf or any other documented form for which a process has been provided by SAP. Signatures sent by fax, pdf, email or other electronic means for which a process has been provided by SAP shall be deemed original signatures.

13.5 Regulatory Matters. The Software, SAP Delivered Support, Documentation and SAP Materials as well as parts of any of these (e.g. new versions, releases, updates, upgrades, patches, fixed or correction of a software product) are subject to Export Laws of various countries, including, without limitation, the laws of the United States, the EU, Ireland and Germany. End User agrees that it will not submit the Software, SAP Delivered Support, Documentation or other SAP Materials or parts of any of these to any government agency for licensing consideration or other regulatory approval without the prior written consent of SAP, and that it will not export, re-export or import any Software, SAP Delivered Support, Documentation and/or SAP Materials to countries, persons or entities prohibited by any applicable Export Law. In that context, End User is responsible for complying with all applicable Export Laws. If SAP or any other member of the SAP Group wants to deliver and/or grant access to Software, SAP Delivered Support, Documentation other SAP Materials, or parts of any of these directly to an End User, End User will support SAP and any other member of the SAP Group in obtaining any required authorization, approval or other consent from the competent authorities by providing any necessary or useful declarations or other necessary or useful information, e.g. End User certificates, as may be requested by SAP or any other member of the SAP Group. End User acknowledges that the delivery of and/or granting of access to Software, SAP Delivered Support, Documentation and SAP Materials as well as parts of any of these may be subject to the prior obtaining of export or import authorizations or both from the competent authorities and that this process may (i) considerably delay or prevent the delivery of and/or granting of access to Software, SAP Delivered Support, Documentation and SAP Materials or part of any of these, (ii) impact SAP's ability or the ability of any other member of the SAP Group to provide SAP Delivered Support or other services and (iii) lead to SAP or any other member of the SAP Group having to limit, suspend or terminate End User's access to SAP Delivered Support services or other services.

Neither SAP nor any other member of the SAP Group assumes any responsibility or liability:

- a) for any delay caused in the delivery and/or granting of access to Software, SAP Delivered Support, Documentation and SAP Materials or parts of any of these due to export or import authorizations or both having to be obtained from the competent authorities;
- b) if any required authorization, approval or other consent for the delivery of and/or granting of access to Software, SAP Delivered Support, Documentation and SAP Materials or parts of any of these cannot be obtained from the competent authorities;

c) if the delivery of and/or granting of access to Software, SAP Delivered Support, Documentation and SAP Materials or parts of any of these is prevented due to applicable Export Laws; and

d) if access to SAP Delivered Support or other services has to be limited, suspended or terminated due to applicable Export Law.

SAP may terminate this Agreement with thirty days' prior written notice if SAP or any relevant member of the SAP Group may not deliver or grant access to Software, SAP Delivered Support, Documentation and SAP Materials to End User due to an embargo or other comparable trade sanction, which is expected to be in place for six months or longer.

**13.6 Governing Law; Limitations Period.** This Agreement and any claims (including any non-contractual claims) arising out of or in connection with this Agreement and its subject matter shall be governed by and construed under the laws of England, without reference to its conflicts of law principles. The exclusive place of jurisdiction for all disputes arising out of or in connection with this Agreement (including any dispute regarding the existence, validity or termination of this Agreement) shall be the courts of London, England. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement. End User must initiate a cause of action for any claim(s) arising out of or relating to this Agreement and its subject matter within one year from the date when End User knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

**13.7 Notices.** All notices or reports which are required or may be given pursuant to this Agreement shall be in writing and shall be deemed duly given when delivered to the respective executive offices of SAP and End User at the addresses first set forth in this Agreement. Where in this Section 13.7 or elsewhere in this Agreement a written form is required, except for any notice of termination or notice of a material breach which shall occur by exchange of letter(s), that requirement can be met by facsimile transmission, exchange of letters or other written form, including email or other electronic means for which a process has been provided by SAP.

**13.8 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.

**13.9 Entire Agreement.** This Agreement constitutes the complete and exclusive statement of the agreement between SAP and End User, and all previous representations, discussions, and writings are merged in, and superseded by this Agreement and the Parties disclaim any reliance on any such representations, discussions and writings. This Agreement shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by End User to SAP. This Agreement shall prevail over any additional, conflicting or inconsistent terms and conditions which may appear in any clickwrap end user agreement included in the Software. This Agreement does not create any partnership, joint venture or principal-and-agent relationship.

**13.10 Amendments.** Any modification, amendment or supplement to this Agreement (including this Section 13.6 (Amendments)) must be made in writing or in any other documented form for which a process has been provided by SAP.

**13.11 Effective Date.** If a Party signs a part of this Agreement but fails to date its signature, the date that the other Party receives the signing Party's signature will be deemed to be the date on that the signing Party signed that part of the Agreement.

**13.12 Contracts (Rights of Third Parties) Act 1999.** Notwithstanding any other provision in this Agreement, nothing in this Agreement shall create or confer (whether expressly or by implication) any rights or other benefits whether pursuant to the (Contracts Rights of Third Parties) Act 1999 or otherwise in favour of any person not a party hereto.

**13.13 Hierarchy.** In the event of any inconsistencies between this Agreement and the SAP Support Schedules, this Agreement shall take precedence.

**13.14 Survival.** Sections 8 (Intellectual Property Rights), 9 (Confidentiality), 10 (No Warranty), 11 (Limitations of Liability), 13.1 (Retention of data), 13.2 (Severability), 13.6 (Governing Law; Limitations Period), 13.12 (Contracts of Third Parties) Act 1999) will survive any termination of this Agreement.

#### **14. REPLACEMENT IN SUPPORT SCHEDULES.**

In the introductory paragraph of the SAP Standard Support Schedule and the SAP Enterprise Support Schedule the following sentence will be deleted:

"In each instance in which provisions of this Schedule contradict or are inconsistent with the provisions of the Agreement including any appendices, exhibits, order forms or other documents attached to or incorporated by reference to the Agreement, the provisions of this Schedule shall prevail and govern."

In the second paragraph of the SAP Standard Support Schedule and the SAP Enterprise Support Schedule "for all software licensed by Licensee under the Agreement" will be replaced by "for all Supported Software (as defined in the Agreement)".

#### **15. DATA PROCESSING AGREEMENT.**

**15.1** The Personal Data Processing Agreement for SAP Support and Professional Services is incorporated and made a part hereof by reference.

<b>Personal Data Processing Agreement for SAP Support and Professional Services</b>	<a href="https://www.sap.com/about/agreements/data-processing-agreements.html?tag=agreements:data-processing-agreements/support-professional-services&amp;tag=language:english&amp;tag=region-country:europa/united-kingdom#pdf-asset=88459abe-067d-0010-87a3-c30de2ffd8ff&amp;page=1">https://www.sap.com/about/agreements/data-processing-agreements.html?tag=agreements:data-processing-agreements/support-professional-services&amp;tag=language:english&amp;tag=region-country:europa/united-kingdom#pdf-asset=88459abe-067d-0010-87a3-c30de2ffd8ff&amp;page=1</a>
The Personal Data Processing Agreement for SAP Support and Professional Services will serve as a commissioned written data processing agreement.	

End User has had the opportunity to review the Personal Data Processing Agreement for SAP Support and Professional Services and the incorporated documents prior to executing this Agreement. SAP recommends that End User prints copies of the Personal Data Processing Agreement for SAP Support and Professional Services for End User's records.

15.2 With regard to the Personal Data Processing Agreement for SAP Support and Professional Services the following changes apply:

a) The following definitions will be replaced:

"**Customer**" and "**Licensee**" by the definition "**End User**";

"**SAP Support**" by the definition "**SAP Delivered Support**";

"**Software License and Support Agreement**" by the definition "**SAP Delivered Support Agreement**"; and

"**SAP SE**" by the definition "**SAP Parent**".

b) The following definitions will be included under Section 9 (Definitions):

"**Affiliate**" is defined (i) in the End User License Agreement (for SAP On Premise indirect sales) in case SAP and End User conclude such a direct license agreement or otherwise (ii) in the license concluded between Partner and End User;

"**Business Partner**" means a legal entity or individual that requires access to the SAP Software in connection with End User's internal business operations, such as customers, distributors and/or suppliers of End User; and

"**EEA**" means the European Economic Area, namely the European Union Member States along with Iceland, Liechtenstein and Norway.

c) The definition "**Professional Services**" and the definition "**Services Agreement**" as well as any reference or section concerning either or both, will be deleted.

d) The definition "**Authorized Users**" will be deleted. Authorized Users in Appendix 1 under Data Categories will be replaced by "End User and other individuals permitted to use the software in compliance with (i) the End User License Agreement (for SAP On Premise indirect sales) in case SAP and End User conclude such a direct license agreement or otherwise (ii) the license concluded between Partner and End User".

e) Under Special Data Categories in Appendix 1 "(including the Order Form)" will be deleted.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized representatives.

Accepted By:

**SAP (UK) Ltd**

(SAP)

Redacted under FOIA, Section 40 - Personal Data

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Title:

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Date:

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Redacted under FOIA, Section 40 - Personal Data

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Name

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Title:

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Date:

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Accepted By:

**Crown Prosecution Service**

(End User)

Redacted under FOIA, Section 40 - Personal Data re

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Name: Redacted under FOIA, Section 40

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Title: Head of Digital Category

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Date: 13/03/2023

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Redacted under FOIA, Section 40 - Personal Data

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Name: Redacted under FOIA, Section 40 - Personal Data

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Title: Head of Software Asset Management

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Date: 13/03/2023

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# SCHEDULE 1 – SUPPORTED SOFTWARE

Material number	Software	License QTY
Redacted under FOIA	Redacted under FOIA, Section 40 - Personal Data	Redacted under FOIA
Redacted under FOIA	Redacted under FOIA, Section 40 - Personal Data	Redacted under FOIA
Redacted under FOIA	Redacted under FOIA, Section 40 - Personal Data	Redacted under FOIA
Redacted under FOIA	Redacted under FOIA, Section 40 - Personal Data	Redacted under FOIA