

effective from date of last signature (“Effective Date”)

SAP (UK) Limited
(Company No. 2152073)
Clockhouse Place, Bedfont Road, Feltham, Middlesex, TW14 8HD
("SAP")

**Department for Transport
5th Floor, Great Minister House,
33 Horseferry Road,
London SW1P 4DR
("Customer")**

SAP and Customer agree that this Order Form is a binding agreement for Services governed by the SAP Services General Terms and Conditions ("GTCs") made available on <http://www.sap.com/company/legal/index.epx>, and incorporating the Service Descriptions (the pre-defined descriptions of services found at <http://www.sap.com/servicedescriptions>) in effect as of the Effective Date of this Order Form. Together this Order Form, the GTC, the Service Descriptions and, to the extent the Services involve the processing of personal data, the Personal Data Processing Agreement for SAP Support and Professional Services ("DPA") made available on <http://sap.com/agreement-services-support-professional-services-dpa> form the "Agreement". Customer acknowledges it has had the opportunity to review the GTCs and to download and read the Service Descriptions prior to executing this Order Form. SAP recommends Customer prints copies of the GTCs and the Service Descriptions for Customer's own records.

1. SAP Services

The following table provides a summary of the applicable Scope Documents and Service Descriptions for the Services to be delivered under this Order Form:

2. Invoicing

Department for Transport,
5th Floor, Great Minister House,

33 Horseferry Road,
London SW1P 4DR

Notwithstanding anything to the contrary, Customer acknowledges and agrees that: i) it must provide SAP with a valid purchase order for the Services to be delivered under this Order Form, and SAP shall have no obligation to commence delivery of Services hereunder until it receives such purchase order; ii) such purchase order shall be governed by the terms of the Agreement; and iii) should SAP, in its sole discretion, elect to commence delivery of Services hereunder in advance of its receipt of a purchase order, the same shall not operate as a waiver of any of SAP's rights (including, without limitation, SAP's right to stop its performance of Services at any time during the period where the purchase order remains outstanding).

SAP contact for invoice questions: [REDACTED]@sap.com

Customer contact for invoice questions: [REDACTED]@dft.gov.uk

3. Fees and Payment Terms

Fees include travel and living expenses related to the performance of on-site services. Payment is due thirty (30) days after the invoice is issued. SAP reserves the right to apply late-payment interest in accordance with applicable law

3.1. SAP Value Assurance Support Services Fees:

	VA Services Term (01/10/2019 – 31/03/2021)
[REDACTED]	

The SAP Value Assurance Support Services ("VA Services") as defined in Scope Document 1 shall be delivered during the period(s) as set out above.

SAP shall invoice the fees for SAP VA Services in accordance with the following billing plan:

Period	Timeframe	Invoice Date	Price
[REDACTED]			
		Total	GBP 574,319.20

3.1.1. Termination

Section 7.4 of the GTCs (Termination of an Order Form for Convenience) shall not apply to SAP Value Assurance Support Services.

3.2. Taxes

Fees and other charges described in this Order Form do not include VAT, withholding or any other tax ("Taxes") now or hereafter levied, all of which shall be for Customer's account. Any applicable direct pay permits or valid tax-exempt certificates must be provided to SAP prior to the execution of this Order Form. If SAP is required to pay Taxes, Customer shall reimburse SAP for such amounts.

All taxes or customs duties except income or corporation taxes will be borne by Customer. If any such tax or duty has to be withheld or deducted from any payment under this Order Form, Customer will increase payment under this Order Form by such amount as shall ensure that after such withholding or deduction SAP shall have received an amount equal to the payment otherwise required.

Income taxes will be borne by SAP. If Customer is required to withhold income or corporation tax or a similar tax according to local law and respective double taxation treaties for royalties from payment to SAP, Customer shall be entitled to withhold or deduct such tax from the gross amount to be paid. However, Customer shall use all endeavours to reduce any such withholding tax payable to the lowest possible rate subject to compliance with all applicable laws and double taxation treaties. Customer will in the case of any withholding of tax provide to SAP a receipt from the relevant tax authority to which such withholding tax has been paid.



3.3. Legal and regulatory matters

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

4. Contract Change Note Procedure

It is mutually understood between the parties that business requirements, resources and dates may change subject to the applicable terms of this Order Form. Any change that affects the scope that is requested by Customer or by SAP shall be subject to a Contract Change Note set out and agreed by the parties using the Contract Change Note template provided as Exhibit 2.

SAP shall not commence work on any such change unless and until the Contract Change Note has been agreed to in writing by both parties.

5. Term

The term of this Order Form is the VA Services Term, as defined in Exhibit 1 Section 5 ("Term").

6. Validity of Offer

This offer is valid until and including 31st October 2019, unless sooner executed by Customer or subsequently executed by SAP.

Both parties agree that this Order Form and its signature can be established in electronic form (sending by facsimile, scanned copy sent via e-mail, or electronic signature by using means implemented by SAP – for example DocuSign) and that, in electronic form, they shall be deemed originals.





SAP (UK) Limited	Department for Transport
Signed: 	Signed: 
Name: 	Name: 
Title: Head of Digital Business Services	Title: Commercial Relationship Manager
Date: October 15, 2019	Date: 15 October 2019
Signed: 	
Name: 	
Title: Chief Financial Officer	
Date: October 16, 2019	

Exhibit 1

To

SAP Services Order Form No. 1
SAP Reference 180003926

Scope Document for Service Description: SAP Value Assurance Support Services v4-2019

"VA Services Scope Document"

SAP Value Assurance Support Services shall be provided in accordance with the SAP Value Assurance Support Services Description ("VASSD"), which is found at <http://www.sap.com/servicedescriptions> (SAP Service Description for SAP Value Assurance Support Services ENGLISH v.4-2019) and are incorporated herein by reference.

1. **SAP Value Assurance Support Services.** SAP Value Assurance Support Services ("VA Services") are in addition to the services provided under the Support Schedule to the License Agreement, and may provide professional expertise onsite and/or remotely as specified herein solely in support of Licensee's *Future Of Shared Services* project for the SAP Software that Licensee has licensed from SAP under the License Agreement unless specified otherwise herein.

VA Services include the following components:

1.1 SAP Embedded Support Services. SAP Embedded Services will be provided in accordance with the VASSD by a team of Embedded Resources identified in Section 2 below. Such Embedded Resources will be available for the quota of days per assigned Embedded Resource per Period specified in Section 2 below during the VA Services Term ("Embedded Resources Quota").

1.2 SAP Support Services. SAP Support Services will be provided in accordance with the VASSD for the quota of SAP Support Services days specified in Section 2 below during the VA Services Term ("Support Services Quota").

1.3 SAP Expertise on Demand. SAP Expertise on Demand ("EoD" or "EoD Services") will be provided in accordance with the VASSD for the quota of EoD days specified in Section 2 below during the VA Services Term ("EoD Quota").

1.4 SAP On-Call Duty Services. SAP On-Call Duty Services will be provided in accordance with the VASSD for the quota of SAP On-Call Duty sessions per Period specified in Section 2 below during the VA Services Term ("On-Call Duty Quota").

2. **Quotas.**

	VA Services Term (01/10/2019 – 31/03/2021)

3. **Fees.** Licensee shall pay to SAP the Value Assurance Service Fee for the SAP Value Assurance Support Services engagement provided herein on the terms specified in the Order Form.
4. **Service Location.** The primary delivery location for the VA Services provided hereunder is identified by Licensee as: *Department for Transport, with offices at 12th Floor, Windsor House, 50 Victoria Street, Westminster, London SW1H 0TL* ("Service Location"). Licensee agrees and understands that the calculation of Taxes may be affected by the Service Location.
5. **VA Services Term.** Notwithstanding any term to the contrary, the term of this VA Services Scope Document shall commence 1st October 2019 ("Commencement Date") and continue through 31st March 2021 ("VA Services Term").
6. **Additional Terms.**

6.1 In the event Customer requests additional Support Resources, Support Services, EoD days or On-Call Duty sessions in excess of the respective Support Resources, Support Services, EoD or On-Call Duty Quotas stated herein, such requested Support Resources, Support Services, EoD days or On-Call Duty sessions shall be delivered and invoiced to Customer as follows:

Delivery Location	Additional Package	Minimum Package Size	Price in £ (GBP)

6.2 This VA Services Scope Document will terminate effective the same date as: (i) any termination of the Support Schedule under the License Agreement or (ii) any Customer change in its SAP support (i.e.; SAP Enterprise Support or SAP Product Support for Large Enterprises) subscription to SAP Standard Support.

6.3 Any unused Embedded Resources, Support Services, OCD or EoD Quota days shall expire at the end of the VA Services Term.

6.4 Licensee and SAP Engagement Managers can, with SAP's consent not to be unreasonably withheld, and within the same period and the same delivery country, transfer days (defined in Section 2 – Quotas) between Embedded Resources, Support Services and, within reasonable limits, EoD on a 1:1 ratio. Provided that such re-allocation shall not result in any change to the total number of Quota days within the affected period and EoD not being more than ten (10) per cent of the total period's Quota, or beyond the Scope of the services. Based on the before mentioned conditions, OCD sessions can also be transferred into days (defined in Section 2 – Quotas) and vice versa, on a 1:1 ratio, if this is solely applied within a UK delivery location and Licensee has not more than 100 OCD sessions contracted. In case Customer has more than 100 On-Call Duty Quota sessions, an OCD transfer request will be subject to a separate ratio and will require a separate change request.

SAP (UK) Limited	Department for Transport
Signed: TEMPLATE ONLY DO NOT SIGN	Signed: TEMPLATE ONLY DO NOT SIGN
Name:	Name:
Title:	Title:
Date:	Date:
Signed: TEMPLATE ONLY DO NOT SIGN	
Name:	
Title:	
Date:	

Exhibit 2

Contract Change Note Template

CONTRACT CHANGE NOTE NO. XX ("CCN XX")

To

SAP Services Order Form No. 1
SAP Reference [REDACTED] with Effective from last Date of signature
[REDACTED] Order Form No. 1")

between

SAP (UK) Limited ("SAP")

and

Department for Transport ("Customer")

effective _____, 20__ ("CCN XX Effective Date")

Change to the Order Form No. 1

This CCN XX is governed by the terms and conditions of the Order Form No. 1, which is expressly incorporated by this reference.

All approved Contract Change Notes will be incorporated into the Order Form No. 1. SAP will not perform any Services outside of the Order Form No. 1 until CCN XX has been signed by both parties. Defined terms in the Order Form No. 1 shall, unless the context otherwise requires, have the same meaning in this CCN XX and all references to clauses are to clauses of the Order Form No. 1. Save as provided below, all terms and conditions of the Order Form No. 1 shall remain in full force and effect.

1. The requested change

XXXX.

2. Impact on existing Services and Deliverables (if any)

XXXX.

3. Additional Services required as a result of the requested change, if any

XXXX.

4. Impact to the existing project plan or schedule for delivery of Services

XXXX.

5. Services and payment schedule

XXXX.