Order Form
for SAP Cloud Services
SAP Reference No. 3061807645

Between

    SAP (UK) Limited
    Clockhouse Place, Bedfont Road, Feltham, Middlesex, TW14 8HD
    (Company Number: 2152073)
    ("SAP")

and   **HMRC (Her Majesty's Revenue & Customs)**
    100 Parliament Street, London, SW1A 2BQ
    ("Customer")

1.   **ORDER FORM AND TABLE OF AGREEMENT**

This Order Form as issued by SAP is an offer by SAP. When signed and returned to SAP by Customer on or prior to the offer expiration date, it becomes a binding agreement for the SAP Cloud Service(s) listed in this Order Form and is effective on the date signed by Customer.

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██████████

Offer Expiration Date: **30.09.2021**

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

Agreement	Location
Order Form	
Schedule A of this Order Form: Cloud Service Supplemental Terms and Conditions ("**Supplement**")	Attached to Appendix 1 of this Order Form
Schedule B of this Order Form: Support Policy for SAP Cloud Services	Attached to Appendix 2 of this Order Form
Schedule C of this Order Form: Service Level Agreement for SAP Cloud Services ("**SLA**")	Attached to Appendix 3 of this Order Form
Schedule D of this Order Form: Data Processing Agreement for SAP Cloud Services enGB.v.7-2020a Schedule D will serve as a commissioned written data processing agreement.	Attached as Appendix 4 of this Order Form as amended by paragraphs 9 to 12 (inclusive of this Order Form) (the "**DPA**") ████████
Schedule E of this Order Form: Novation and Amendment Agreement Dated 3 August 2020	Attached to Appendix 5 of this Order Form
Schedule F of this Order Form:	Attached as Appendix 6 of this Order Form

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HMRC Mandatory Clauses	
SAP agrees to fulfil its obligations in accordance with the principles set out at Appendix 6.	
Schedule G of this Order Form: General Terms and Conditions for SAP Cloud Services ("**GTC**") as set out in Exhibit A of the Initial Contract and as amended by the Novation and Amendment Agreement.	Attached as Appendix 7 of this Order Form

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

2.   CLOUD SERVICE

2.1.   Cloud Service Order

The table shows the purchased Cloud Service, Usage Metrics and volume, initial Subscription Term and fees.

From 01.10.2021 To 30.09.2024

SAP Cloud Service	Usage Metric	Usage Metric Limitation **	Annual Fee	Product Start Date	Product End Date	Total Fee in GBP
■	■	■	■	■	■	■
■	■	■	■	■	■	■
■	■	■	■	■	■	■
■	■	■	■	■	■	■
■	■	■	■	■	■	■
■	■	■	■	■	■	■
■	■	■	■	■	■	■
■	■	■	■	■	■	■
■	■	■	■	■	■	■

Total Net Fee (*)	4,955,256.44

Period From 01.10.2021 To 30.09.2022 (***)	■
Period From 01.10.2022 To 30.09.2023	■
Period From 01.10.2023 To 30.09.2024	■
Total Net Fee (*)	4,955,256.44

(*) plus applicable taxes

(**) Usage Metric Limitations stated above represent the maximum annual quantity of Usage Metrics over a 12-month period.

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(***) ▇▇▇▇▇▇▇

2.2. **Subscription Term**.

2.2.1. Customer's initial Subscription Term will begin on the start date and will be effective until the end date, unless Customer is otherwise notified by SAP's provisioning team.

2.2.2. SAP and Customer may agree to renew the Subscription Term at least 60 days' prior to the end of the current Subscription Term.

2.3. **Excess Use**.

Customer's use of the Cloud Service is subject to the Agreement, including the Usage Metrics and their volume stated in Section 2. Any use of the Cloud Service that exceeds this scope will be subject to additional fees. Fees accrue from the date the excess use began. Customer will execute an additional Order Form to document subscriptions for additional Usage Metrics and their volume. SAP may invoice and Customer will pay for excess use based on Net Price Per Unit Per Annum as set out in Table 1 of this Order Form.

3. PAYMENT AND INVOICES

3.1. Fees and Invoicing.

Unless the Supplement states otherwise, fees for the Cloud Service(s) will be invoiced by SAP and paid by Customer yearly in advance. SAP may provide invoices to an email address provided by Customer. Fees for non-recurring services will be invoiced by SAP on a one-time basis and paid by Customer upon commencement of the Subscription Term. Except for fee increases applied for Excess Use or as described below, Cloud Service(s) fees for renewal terms will be equal to the fees for the immediately preceding term for the same Cloud Service, Usage Metrics and volume. Customer will reimburse SAP for all pre-approved (by Customer) and appropriately documented travel and related expenses incurred by SAP in performing any support for the Cloud Service.

3.2. Fee Increases.

SAP may increase fees for the Cloud Services at the beginning of each renewal Subscription Term. This increase will not exceed ▇▇. Not raising fees is not a waiver of SAP's right to do so. SAP may increase fees if Customer elects to reduce any Cloud Service, Usage Metrics or volume for any renewal Subscription Term. This section does not apply to CPEA Cloud Services or Pay-As-You-Go Cloud Services.

3.3. Payment.

Customer will pay to SAP all fees due within *thirty (30) days of date of invoice*. Unpaid fees will accrue interest at the rate of ▇ per annum over the base rate of the Bank of England, but not to exceed the maximum legal rate. Customer purchase orders are for administrative convenience and not a condition of payment. Payment is not dependent upon completion of any implementation or other services.

4. AUTHORIZED ADMINISTRATORS

Customer confirms the names assigned to the authorized roles are accurate and that the contacts below have been informed of the responsibility. Inaccuracy can result in delays outside of SAP control.

Main Contact:

▇▇▇▇▇▇▇▇

The Main Contact is the Customer contact for onboarding, who receives the confirmation that the order has been processed (which includes the confirmed Start Date). If current contact is inaccurate, please correct here:

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Main Contact corrected name:

Main Contact corrected email:

Technical Administrator:

███████████

The Technical Administrator is the main contact for technical and system related communications. If current contact is inaccurate, please correct here:

Technical Administrator corrected name:

Technical Administrator corrected email:

Please provide a Financial Contact - The Financial Contact acts as the main Customer contact for finance related communication including invoicing.

Customer Financial Contact name:

Customer Financial Contact email:

5. CUSTOMER LOCATION

Customer has provided the following primary access location:

HMRC (Her Majesty's Revenue & Customs)

100 Parliament Street, London, SW1A 2BQ

This is the primary (but not the only) location from which Customer will access the Cloud Service. Customer's failure to provide SAP with its VAT and/or GST number may have sales tax implications. If Customer does not provide a primary access location, SAP will incorporate a default primary access location to Customer's sold-to address.

Customer's VAT/GST Number:

6. ADDITIONAL TERMS

The Agreement is subject to the following modifications:

6.1. Product Development Schedule

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

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6.2.   Replacement Order

The Initial Contract as subsequently amended by the Novation and Amendment Agreement previously entered into by the parties ("**Prior Order**") is hereby terminated effective as of the effective date of this Order Form, except for Consulting Services, if any currently being performed under the Prior Order ██.

6.3.   EU Access

6.3.1   This section on EU Access is added to the Data Processing Agreement and applies to the production instances of the Cloud Services expressly listed below ("**Eligible Services**"):

SAP Cloud Service
██████████████████

6.3.2   For Eligible Services SAP will use only Subprocessors that process Personal Data in the Cloud Service within the EEA or Switzerland. The data center used to host Personal Data in the Eligible Service is located in the EEA or Switzerland. Any migration within such territory requires SAP's prior notice to Customer on a 30 days' period and any migration outside such territory requires Customer's prior written consent (in each case email permitted).

6.3.3.   For Eligible Services SAP shall not export Personal Data outside the EEA or Switzerland unless expressly authorized by Customer in writing on a case by case basis (e-mail permitted) or where furnished by Customer when submitting a support ticket (including contact details of the sender of a support ticket and any other data Customer submits in conjunction with a support ticket).

7.   PRICE PROTECTION

At any time during the initial Subscription Term, Customer may increase existing subscriptions to existing Cloud Service(s) by signing an additional Order Form and paying the Net Price Per Unit Per Annum as set out in Table 1.

Table 1

SAP Cloud Service	Tier Level	Minimum Usage Level	Usage Metrics	Net Price Per Unit, Per Annum
███	██			██
	██	1	Users	██
	██			██
███	██			██
	██	1	Users	██
	██			██
███	██			██
	██	1	Users	██
	██			██
███	██	1	Users	██

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	███			███
	███			███
███	███	1	Users	███
	███			███
	███			███
███	███	1	Users	███
	███			███
	███			███
███	███	1	Users	███
	███			███
	███			███
███	███	1	Users	███
	███			███
	███			███
███	███	1	Users	███
	███			███

8. AMENDMENT TO THE GTC

With respect to this Order Form and solely with respect to the SAP Cloud Services (excluding third party Cloud Services) the parties agree the following amendments to the GTCs. For the avoidance of doubt any third-party Cloud Services provided under this Agreement remain governed by the GTCs unamended. In the event of any inconsistency, the terms set out in this Order Form shall prevail over the terms set out in the GTC. All other terms contained in the GTC shall remain in force.

8.1   A new definition shall be inserted at clause 1.15 as follows:

"Export Laws" means all applicable import, export control and sanctions laws, including without limitation, the laws of the United States, the EU, and Germany.

8.2   Clause 2.3. shall be amended with the insertion of the following at the end of the clause:

"Customer may use the Cloud Service world-wide, except Customer shall not use the Cloud Service from countries where such use is prohibited by Export Laws. Permitted uses and restrictions of the Cloud Service also apply to Cloud Materials and Documentation."

8.3   Clause 12.4. shall be deleted in its entirety and replaced with the following:

"Trade compliance

A) Sap and Customer shall comply with Export Laws in the performance of this Agreement. Sap Confidential Information is subject to Export Laws. Customer, its Affiliates, and Authorized Users shall not directly or indirectly export, re-export, release, or transfer Confidential Information in violation of

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Export Laws. Customer is solely responsible for compliance with Export Laws related to Customer Data, including obtaining any required export authorizations for customer data. Customer shall not use the cloud service from Crimea/Sevastopol, Cuba, Iran, The People's Republic of Korea (North Korea) or Syria.

B) upon Sap's request, Customer shall provide information and documents to support obtaining an export authorization. Upon written notice to Customer, Sap may immediately terminate Customer's subscription to the affected Cloud Service if (i) the competent authority does not grant such export authorization within eighteen months or (ii) Export Laws prohibit Sap from providing the Cloud Service to Customer."

9. DATA SUBJECT REQUESTS

9.1 The following sentence is deleted from Section 3.4 DPA (or similar):

"SAP shall notify the Customer as soon as reasonably practical about any request it has received from a Data Subject in relation to the Personal Data processing, without itself responding to such request without Customer's further instructions, if applicable."

9.2 The preceding sentence is replaced by the following:

"To the extent permitted by Data Protection Law, if SAP receives a request from a Data Subject in relation to the Personal Data processing hereunder, SAP shall promptly notify Customer and shall not respond to such request itself but instead ask the Data Subject to redirect its request to Customer. In the event of a dispute with a Data Subject as it relates to SAP's processing of Personal Data under this DPA, the parties shall keep each other informed and, where appropriate, reasonably co-operate with the aim of resolving the dispute amicably with the Data Subject."

10. INTERNATIONAL TRANSFERS

10.1 Sections 7.2 to 7.4 of the DPA are deleted in their entirety and replaced by the following new Sections 7.2 to 7.5:

"7.2 Applicability of the Standard Contractual Clauses (2010)

7.2.1 Where for the period up to and including 26 September 2021, Personal Data of a Controller that is subject to GDPR is processed in a Third Country, or where Personal Data of a Swiss or United Kingdom based Controller or another Controller is processed in a Third Country and such international processing requires an adequacy means under the laws of the country of the Controller and the required adequacy means can be met by entering into Standard Contractual Clauses (2010):SAP and Customer enter into the Standard Contractual Clauses (2010); then:

Customer joins the Standard Contractual Clauses (2010) entered into by SAP or SAP SE and the Subprocessor as an independent owner of rights and obligations; or

Other Controllers whose use of the Cloud Services has been authorized by Customer under the Agreement may also enter into Standard Contractual Clauses (2010) with SAP or the relevant Subprocessors in the same manner as Customer in accordance with Sections 10,1 0 above. In such case, Customer will enter into the Standard Contractual Clauses (2010) on behalf of the other Controllers.

7.2.2 The Standard Contractual Clauses (2010) shall be governed by the law of the country in which the relevant Controller is established.

7.2.3 Where applicable Data Protection Law adopts the New Standard Contractual Clauses as meeting any required adequacy means as an alternative or update to the Standard Contractual Clauses (2010) then the New Standard Contractual Clauses shall apply in accordance with Section 7.3.

7.3 Applicability of New Standard Contractual Clauses

7.3.1 The following shall apply with effect from 27 September 2021 and shall solely apply in respect of New SCC Relevant Transfers:

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7.3.1.1 Where SAP is not located in a Third Country and acts as a data exporter, SAP (or SAP SE on its behalf) has entered into the New Standard Contractual Clauses with each Subprocessor as the data importer. Module 3 (Processor to Processor) of the New Standard Contractual Clauses shall apply to such New SCC Relevant Transfers.

7.3.1.2 Where SAP is located in a Third Country:

a) SAP and Customer hereby enter into the New Standard Contractual Clauses with Customer as the data exporter and SAP as the data importer which shall apply as follows:

   i. Module 2 (Controller to Processor) shall apply where Customer is a Controller; and

   ii. Module 3 (Processor to Processor) shall apply where Customer is a Processor. Where Customer acts as Processor under Module 3 (Processor to Processor) of the New Standard Contractual Clauses, SAP acknowledges that Customer acts as Processor under the instructions of its Controller(s).

b. Other Controllers or Processors whose use of the Cloud Services has been authorized by Customer under the Agreement may also enter into the New Standard Contractual Clauses with SAP in the same manner as Customer in accordance with Section 07.3.1.2 above. In such case, Customer enters into the New Standard Contractual Clauses on behalf of the other Controllers or Processors.

7.3.2 With respect to a New SCC Relevant Transfer, on request from a Data Subject to the Customer, Customer may make a copy of Module 2 or 3 of the New Standard Contractual Clauses entered into between Customer and SAP (including the relevant Schedules), available to Data Subjects.

7.3.3 The governing law of the New Standard Contractual Clauses shall be the law of Germany.

7.4 Relation of the Standard Contractual Clauses to the Agreement

7.4.1 Nothing in the Agreement shall be construed to prevail over any conflicting clause of the Standard Contractual Clauses (2010) or the New Standard Contractual Clauses. For the avoidance of doubt, where this DPA further specifies audit and Subprocessor rules, such specifications also apply in relation to the Standard Contractual Clauses (2010) and the New Standard Contractual Clauses.

7.5 Third Party Beneficiary Right under the New Standard Contractual Clauses

7.5.1 Where Customer is located in a Third Country and acting as a data importer under Module 2 or Module 3 of the New Standard Contractual Clauses and SAP is acting as Customer's sub-processor under the applicable Module, the respective data exporter shall have the following third party beneficiary right:

In the event that the Customer has factually disappeared, ceased to exist in law or has become insolvent (in all cases without a successor entity that has assumed the legal obligations of the Customer by contract or by operation of law), the respective data exporter shall have the right to terminate the affected Cloud Service solely to the extent that the data exporter's Personal Data is processed. In such event, the respective data exporter also instructs SAP to erase or return the Personal Data.

11. ATTACHMENTS

11.1 For the purposes of the New Standard Contractual Clauses, Appendix 1 and Appendix 2 shall be referenced as Annex I and Annex II respectively.

11.2 The following Sections 1. to 3. are added to Appendix 1:

1. A. LIST OF PARTIES

In respect of the New Standard Contractual Clauses:

Module 2: Transfer Controller to Processor

Where SAP is located in a Third Country, Customer is the Controller and SAP is the Processor, then Customer is the data exporter and SAP is the data importer.

Module 3: Transfer Processor to Processor

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Where SAP is located in a Third Country, Customer is a Processor and SAP is a Processor, then Customer is the data exporter and SAP is the data importer.

2.   B. DESCRIPTION OF TRANSFER

2.1.   In respect of the New Standard Contractual Clauses:

Module 2: Transfer Controller to Processor

Module 3: Transfer Processor to Processor

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):

Transfers shall be made on a continuous basis.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:

Personal Data shall be retained for the duration of the Agreement and subject to Section 4.2 of the DPA (Data retention).

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:

Transfers to Subprocessors shall be on the same basis as set out in the DPA.

Special Data Categories (if agreed)

The transferred Personal Data may comprise special categories of personal data set out in the Agreement ("**Sensitive Data**"). SAP has taken Technical and Organizational Measures as set out in Schedule 2 to ensure a level of security appropriate to protect also Sensitive Data.

The transfer of Sensitive Data may trigger the application of the following additional restrictions or safeguards if necessary to take into consideration the nature of the data and the risk of varying likelihood and severity for the rights and freedoms of natural persons (if applicable):

training of personnel;

encryption of data in transit and at rest;

system access logging and general data access logging.

In addition, the Cloud Services provide measures for handling of Sensitive Data as described in the Documentation.

3.   C. COMPETENT SUPERVISORY AUTHORITY

3.1.   Module 2: Transfer Controller to Processor

Module 3: Transfer Processor to Processor

In respect of the New Standard Contractual Clauses, where Customer is the data exporter, the supervisory authority shall be the competent supervisory authority that has supervision over the Customer in accordance with Clause 13 of the New Standard Contractual Clauses.

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Accepted By:

HMRC (Her Majesty's Revenue & Customs)

(Customer)

Name:
Title:
Date:

Appendix 5

Novation and Amendment Agreement Dated 3 August 2020

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Appendix 6

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HMRC Mandatory Clauses

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Appendix 7

General Terms and Conditions for SAP Cloud Services ("GTC") at Exhibit A of the Initial Contract

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