

SAP Cloud Order Form

Between **SuccessFactors Inc.**
 3999 West Chester Pike
 Newtown Square PA 19073
 USA
 ("SAP")

And **County of Dakota MN**
 1590 West Highway 55/Hastings
 HASTINGS, MN,55033
 United States
 ("Customer")

Customer ID: 491283
Case ID: 3063218973

1. **RENEWAL**

Customer and SAP entered into a previous cloud agreement with SAP Case ID 3061590537 ("**Initial Agreement**") that will be superseded by this Agreement effective as of the (earliest) Product Start Date set out in Schedule 1 in this Order Form, except for Consulting Services or Professional Services, if any currently being performed under the Initial Agreement.

2. **EFFECTIVE DATE**

- 2.1. This Order Form as issued by SAP is a binding offer by SAP. It only becomes effective upon SAP's receipt of this Order Form signed by Customer ("**Effective Date**") on or prior to 12/31/2025.

3. **CLOUD SERVICES**

- 3.1. Cloud Service Order and Support
- 3.1.1. During the Subscription Term and in accordance with the Usage Metric and Usage Metric Limitation/Volume each as set forth in Schedule 1, Customer subscribes to and SAP will provide the Cloud Services.
- 3.1.2. Unless otherwise stated in Schedule 1 or in the applicable Supplement or otherwise chosen by Customer in an administrative cockpit provided by SAP, SAP will provide Customer with "SAP Enterprise Support Cloud Editions" for the Cloud Services as set forth in the Cloud Support Schedule.
- 3.2. Subscription Term
- 3.2.1. The initial subscription term of the Order Form will begin on the (first) Product Start Date and will be effective until the (last) Product End Date as set forth in Schedule 1 ("**Initial Subscription Term**").
- 3.2.2. Unless the Supplement states otherwise, the Initial Subscription Term and any renewal Subscription Term will automatically renew for terms of 12 months ("each a "**Renewal Subscription Term**"). Auto-renewal will not occur if Customer notifies SAP at least 1 month or SAP notifies Customer at least 6 months prior to the end of any Subscription Term of its intent to not renew the Order Form.

4. **PAYMENT TERMS AND INVOICING**

- 4.1. Customer shall pay all fees due to SAP within 30 days of date of invoice. Unpaid fees will accrue interest at 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.

- 4.2. Unless the Supplement states otherwise, fees for the Cloud Services will be invoiced by SAP and paid by Customer yearly in advance.
- 4.3. The fee for the Initial Subscription Term is set forth in Schedule 1 as Total Net Fee. SAP may increase the fees for the Cloud Services, Cloud Credits and AI Units in accordance with this Order Form.
- 4.4. If applicable, fees for non-recurring services will be invoiced by SAP on a one-time basis and paid by Customer upon commencement of the first Product Start Date.
- 4.5. Customer shall reimburse SAP for all appropriately documented travel and related expenses pre-approved by Customer and incurred by SAP in performing any support for the Cloud Service.
- 4.6. SAP may provide invoices to the email address provided by Customer below as main contact.

5. CUSTOMER CONTACTS

- 5.1. Customer contacts are:

Main contact name: Andrew Benish
Main contact e-mail: andrew.benish@co.dakota.mn.us

Technical administrator name: Andrew Benish
Technical administrator e-mail: andrew.benish@co.dakota.mn.us

as well as any successor thereto designated by Customer.

- 5.2. The following token can be used by Customer to select a different or additional Technical Administrator and gain access to SAP support web sites:

User Onboarding Token: 22dae1f2-10f3-4325-99d6-eccbb34b4109

User Onboarding Website: <https://account.sap.com/manage/onboarding/22dae1f2-10f3-4325-99d6-eccbb34b4109>

- 5.3. Customer Location and Tax Determination

Customer has provided the following primary access location:

County of Dakota MN

1590 West Highway 55/Hastings, 55033 HASTINGS, MN, United States

This is the primary (but not the only) location from which Customer will access the Cloud Service. If Customer does not provide a primary access location, SAP will incorporate a default primary access location to Customer's sold-to address as indicated in the preamble of this Order Form. Customer agrees and understands that the calculation of Taxes is in accordance with applicable jurisdictional laws of the primary access location, and payment of such Taxes is the responsibility of Customer. Valid direct pay permits or tax exemption certificates relevant to the primary access location must be provided to SAP prior to execution of this Order Form.

6. SUBSCRIPTION CLOUD SERVICES

- 6.1. Application

This Section applies only to Subscription Cloud Services as defined below.

- 6.2. Specific Definitions

- 6.2.1. "**Subscription Cloud Services**" means all Cloud Services subscribed to under this Order Form, except for Subscription Plus Excess Use Cloud Services, CPEA Cloud Services, Cloud Platform Voucher, BTPEA Cloud Services, Business Technology Platform Voucher, Pay-As-You-Go Cloud Services, AI Units and AI Units - Embedded, if any.

- 6.2.2. "**Excess Use**" means any use of a Subscription Cloud Service that exceeds the Usage Metrics and Usage Metric Limitation/Volume stated in Schedule 1 in this Order Form.

- 6.3. Excess Use

Fees for Excess Use accrue from the date the Excess Use began. Customer shall execute an additional Order Form to document subscriptions for additional Usage Metrics and volume. Customer shall pay for Excess Use based on SAP's prices on the date the Excess Use began.

6.4. Fee Changes

The Cloud Services shall be subject to an annual fee increase of 3.3% effective on each anniversary of 01/01/2026. This increase shall apply in addition to the Annual Fee stated in Schedule 1 in this Order Form or the increased Annual Fee, as applicable. Not raising fees is not a waiver of SAP's right to do so.

7. **ADDITIONAL TERMS**

The Agreement is subject to the following modifications:

7.1. 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 Agreement) is incorporated into and becomes an integral part of the Agreement.

7.2. Publicity

SAP may include Customer's name and subscribed Cloud Services in SAP customer lists and earnings communications.

8. **EXPORT RESTRICTIONS**

Customer may not use the Cloud Services, Documentation and other Cloud Materials in any country where these may not be used according to the export control and trade sanctions laws of the United States, the EU, Germany or any other applicable export control and trade sanctions laws. Customer may not permit the use of the Cloud Services, Documentation and other Cloud Materials to any end user with whom transactions are prohibited in accordance with the terms of the Agreement. Further information on SAP's Export Control and Sanctions Compliance can be found at: <https://www.sap.com/about/agreements/export-statements.html>.

9. **REFERENCED DOCUMENTS**

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 (top to bottom), and collectively referred to as the **"Agreement"**:

- This Order Form including Schedule 1 ("**Order Form**")
- Supplemental Terms and Conditions for Cloud Services ("**Supplement**") published under https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?sort=latest_desc&search=Supplement&tag=language:english
- Support Schedule for Cloud Services ("**Cloud Support Schedule**") published under <http://www.sap.com/agreements-cloud-support>
- Service Level Agreement for Cloud Services ("**SLA**") published under <http://www.sap.com/agreements-cloud-service-level-agreement>
- Data Processing Agreement for Cloud Services, SAP Support and SAP Services ("**DPA**") published under <https://www.sap.com/data-processing-agreements>
- General Terms and Conditions for Cloud Services ("**GTC**") published under https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?sort=latest_desc&search=General%20Terms%20and%20Conditions

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."

Accepted by:

County of Dakota MN
(Customer)

Name:

Title:

Date:

Schedule 1
Pricing Summary

From 01/01/2026 To 12/31/2026

SAP Cloud Service	Usage Metric	Usage Metric Limitation	Annual Fee	Product Start Date	Product End Date	Total Fee in USD
SAP SFSF Performance & Goals	1 User	1,750	96,116.83	01/01/2026	12/31/2026	96,116.83
SAP SFSF Performance & Goals	1 User	331	4,501.60	01/01/2026	12/31/2026	4,501.60

Total Net Fee	100,618.43
---------------	------------

Period 1 From 01/01/2026 To 12/31/2026	100,618.43
Total Net Fee	100,618.43

The amounts set out above are subject to fee changes as set forth in the Order Form.

The amounts set out above are net amounts. Applicable taxes are not included. This is not a tax invoice.

For Subscription Cloud Services, Usage Metric Limitation/Volume shows the maximum quantity that Customer may use over a 12-month period.