

AMENDMENT NO. 16
RFP NO. 5459-03
SAP PUBLIC SERVICES SOFTWARE FOR THE ENTERPRISE RESOURCE PLANNING
SYSTEM

THIS AMENDMENT is made and entered into this ____ day of _____ 2024, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "COUNTY"), and SAP PUBLIC SERVICES, INC (hereinafter referred to as "SAP").

WITNESSETH:

WHEREAS, the parties entered into an agreement under RFP Number 5459-03, entitled "SAP Public Service Software for Enterprise Resource Planning System" dated July 6, 2004 (hereinafter referred to as CONTRACT); and

WHEREAS, the parties desire to amend the CONTRACT.

NOW, THEREFORE, the parties agree to amend the CONTRACT as follows:

1. Add Order Form 27 in its entirety, attached hereto.

This Amendment No. 16 represents an increase of \$1,661,928.00.

Except as expressly amended herein, the terms and conditions of the CONTRACT shall remain in full force and effect.

COUNTY:
COUNTY OF CLARK, NEVADA

By: _____
JESSICA COLVIN
Chief Financial Officer

SAP:
SAP PUBLIC SERVICES, INC

By: _____
DocuSigned by:
Len Collett
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Name: Len Collett
Title: Sr. Counsel

APPROVED AS TO FORM:
STEVEN B. WOLFSON, District Attorney

By: Jason Patchett
Jason Patchett (Dec 6, 2023 10:47 PST)
JASON B. PATCHETT
Deputy District Attorney

**Order Form #27
for SAP Cloud Services**

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

And **Clark County**
 500 S Grand Central
 Las Vegas, NV, 89155
 ("Customer")

Customer ID: 503857
Case ID: 3062475788

1. RENEWAL

Customer and SAP entered into a previous agreement for the subscription of Cloud Services with SAP Case ID 3061067572 ("**Initial Agreement**") that will be superseded by this Agreement effective as of the (earliest) Product Start Date set out in Schedule 1 in this Order Form, except for Consulting Services or Professional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 are 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 02/01/2024.

3. CLOUD SERVICES

- 3.1. Cloud Service Order and Support

- 3.1.1. Customer subscribes to and SAP will provide the SAP cloud services during the Subscription Term in accordance with the Usage Metrics and volume each as set forth in Schedule 1 ("**Cloud Services**").

- 3.1.2. Unless otherwise stated in Schedule 1 or in the applicable Supplement, SAP will provide Customer with "SAP Enterprise Support, cloud editions" for the Cloud Services as set forth in the Cloud Support Schedule.

- 3.1.3. Undisputed

"Disputed Fees" means Cloud Service fees disputed by Customer, where: (a) such dispute is made in good faith; and (b) such dispute is made within 30 days following the date of SAP invoice; and (c) Customer must pay those fees that are not subject to a good faith dispute; and (d) such dispute must involve an invoicing error of the amount due.

- 3.2. Subscription Term

- 3.2.1. The initial subscription term for the relevant Cloud Service will begin on the Product Start Date and will be effective until the Product End Date as set forth in Schedule 1 ("**Initial Subscription Term**"). If there are different consecutive Product Start Dates and Product End Dates set forth in Schedule 1 for the same Cloud Service, the initial Subscription Term will run from the first Product Start Date to the last Product End Date for such Cloud Service.

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

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 Cloud Services fees 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. AUTHORIZED ADMINISTRATORS

Customer contacts for order confirmation and system notices are:

Main contact name:	Administration ERP
Main contact e-mail:	ERP_Administration@clarkcountynv.gov
Technical administrator name:	Winnie Wintergrass
Technical administrator e-mail:	Winnie.Wintergrass@clarkcountynv.gov

- 5.1. The following User Onboarding Token can be used by Customer to select a different or additional Technical Administrator/User ID and gain access to SAP support web sites:
User Onboarding Token: dcfaad8d-68f9-43e5-8475-86e88268f517
User Onboarding Website: <https://account.sap.com/manage/onboarding/dcfaad8d-68f9-43e5-8475-86e88268f517>
For more information about the User Onboarding Token see: <https://support.sap.com/en/my-support/users/user-onboarding-token.html>.
- 5.2. Customer Location and Tax Determination
Customer has provided the following primary access location:
Clark County
500 S Grand Central Las Vegas, NV, 89155, 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, ICEA Cloud Services and Pay-As-You-Go Cloud Services, if any.
 - 6.2.2. "Excess Use" means any use of the Subscription Cloud Service that exceeds the Usage Metrics and their volume

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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 their 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 02/02/2024. 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.

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.

9. REFERENCED DOCUMENTS

9.1. Table of Agreement

This Order Form is governed by and incorporates the following documents in effect as of the Effective Date. Notwithstanding the Effective Date of this Order Form, the Schedules 5 and 6 shall remain unaffected. All documents are listed in order of precedence, and collectively referred to as the "**Agreement**":

No.	Agreement	Location
1.	This Order Form including Schedule 1 (" Order Form ")	
2.	Supplemental Terms and Conditions for Cloud Services (" Supplement ")	Attached hereto as Schedule A.
3.	Support Schedule for Cloud Services (" Cloud Support Schedule ")	Attached hereto as Schedule B.
4.	Service Level Agreement for Cloud Services (" SLA ")	Attached hereto as Schedule C.
5.	Data Processing Agreement for Cloud Services (" DPA ")	Data Processing Agreement for Cloud Services as agreed on November 20th 2023, as Referenced in Order Form 26
6.	General Terms and Conditions for Cloud Services (" GTC ")	General Terms and Conditions for Cloud Services as agreed on November 20th 2023, as Referenced in Order Form 26.

9.2. Review

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:

Clark County
(Customer)

Accepted by:

SAP Public Services, Inc.
(SAP)

DS
VB

DocuSigned by:

Len Collett

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Name:

Title:

Date:

Name:

Len Collett

Title:

Sr. Counsel

Date:

December 1, 2023

APPROVED AS TO FORM:
STEVEN B. WOLFSON, District Attorney

By: *Jason Patchett*
Jason Patchett (Dec 6, 2023 10:47 PST)
JASON B. PATCHETT
Deputy District Attorney

Schedule 1
Pricing Summary

From 02/02/2024 To 02/01/2029

SAP Cloud Service	Usage Metric	Usage Metric Limitation	Annual Fee	Original Product Start date	Product End Date	Total Fee in USD
SAP SFSF Learning,content storage (25GB)	25 Gigabyte	1	531.72	02/02/2024	02/01/2029	2,658.60
SAP SFSF Learning	1 User	15.500	245,679.84	02/02/2024	02/01/2029	1,228,399.20
sovereign cloud bundle US, public ed.	% of Net Recurring Fee	1	36,931.73	02/02/2024	02/01/2029	184,658.65
SAP Preferred Success SFSF	% of Net Recurring Fee	1	49,242.31	02/02/2024	02/01/2029	246,211.55

Total Net Fee	1,661,928.00
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Period 1 From 02/02/2024 To 02/01/2025	332,385.60
Period 2 From 02/02/2025 To 02/01/2026	332,385.60
Period 3 From 02/02/2026 To 02/01/2027	332,385.60
Period 4 From 02/02/2027 To 02/01/2028	332,385.60
Period 5 From 02/02/2028 To 02/01/2029	332,385.60
Total Net Fee	1,661,928.00

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.

Usage Metric Limitation shows the maximum quantity that Customer may use over a 12-month period, unless:

- a) the name of the SAP Cloud Service includes "Cloud Platform Enterprise Agreement" or "Cloud Platform Voucher", in which case the Usage Metric Limitation shows the amount of (Gross) Cloud Credits available for a 12-month period; or
- b) the name of the SAP Cloud Service includes "Pay-As-You-Go".

Schedule A

SAP SuccessFactors HXM Suite Supplemental Terms and Conditions

This Supplement is part of an agreement for SAP Cloud Services between SAP and Customer and applies only to the SAP SuccessFactors product(s) for which Customer is subscribed (the “Cloud Service”). Any documents referenced in this Supplement are available from SAP upon request.

1. USAGE METRICS

- 1.1. **Gigabyte.** Gigabyte is the amount of capacity in the Cloud Service. For this Cloud Service, memory capacity is counted. Unless otherwise indicated herein, the Usage Metric entitlement in the Order Form is retained throughout the Subscription Term.
- 1.2. **Message.** Message means an electronic communication exchanged via the capabilities of the Cloud Service. If a Message is larger than 250 kilobytes, any amount in excess of 250 kilobytes will be charged as one additional Message for each 250 kilobytes or portion thereof.
- 1.3. **Tenant.** Tenant is a customer-specific instance of the Cloud Service. Unless otherwise indicated herein, the Usage Metric entitlement in the Order Form is retained throughout the Subscription Term.
- 1.4. **User.** Users are individuals authorized to access the Cloud Service. For this Cloud Service, an individual with a unique active profile and whose data is processed by the Cloud Service is counted. Unless otherwise indicated herein, the Usage Metric entitlement in the Order Form is retained throughout the Subscription Term.

2. ADDITIONAL TERMS

- 2.1. **Disaster Recovery.**
 - 2.1.1. SAP will provide Customer, at no additional charge, with the following capabilities: (i) offsite database backups to disk (i.e., weekly full / nightly incremental / archive logs multiple times daily to separate storage array); and (ii) commercially reasonable efforts to restore productive tenants from backups as soon as possible in case of a disaster resulting in loss of the production data center.
 - 2.1.2. Customer's productive tenants for Employee Central, Employee Central Payroll, Performance and Goals, Compensation, Succession and Development, Onboarding 2.0, Time Tracking, Opportunity Marketplace, Learning, and Validated Learning Cloud Services that are hosted in a data center listed in the then-current SAP SuccessFactors Limited Disaster Recovery Overview include (i) Recovery Point Objective (RPO): no more than 4 hours of data loss; and (ii) Recovery Time Objective (RTO): administrator access to data and full service restoration within 24 hours.
- 2.2. **Storage.** Customer will reasonably cooperate with SAP to optimize Customer's use of the Cloud Service, including the storage of Customer Data in the Cloud Service. Additional limits may be identified with specific Cloud Services below.
- 2.3. **SAP Cloud Platform Identity Authentication and SAP Cloud Platform Identity Provisioning.** Subscriptions to SAP SuccessFactors Cloud Services include use of SAP Cloud Platform Identity Authentication and SAP Cloud Platform Identity Provisioning. SAP Cloud Platform Identity Authentication may only be used for user authentication to SAP Cloud services. SAP Cloud Platform Identity Provisioning may only be used for provisioning users from SAP Cloud services to SAP Cloud Platform Identity Authentication.
- 2.4. **SAP SuccessFactors Foundation.** There is a 500 GB base storage limit per instance that applies to the attachment storage framework of the SAP SuccessFactors Foundation Cloud Service.
- 2.5. **SAP SuccessFactors Workforce Analytics.** In order to use SAP SuccessFactors Workforce Analytics Cloud Service, Customer may be required to order additional one-time implementation Services, either via a partner or SAP directly, as available, for data extraction, integration, and modelling activities, subject to additional services fees.

2.6. **SAP SuccessFactors Onboarding.**

- 2.6.1. If E-Verify (applicable for US based customers only) is included, Customer must sign a separate Memorandum of Understanding between the United States Department of Homeland Security, Customer, and SAP's Affiliate, SuccessFactors Inc., designating SuccessFactors Inc. as its Web Services E-Verify Employer Agent.
- 2.6.2. Customers using SAP SuccessFactors Onboarding with external HRIS systems may import such external HRIS user records into SAP SuccessFactors Employee Central as read only. These read only records may only be used for the express purpose of Onboarding, and do not count as usage of SAP SuccessFactors Employee Central.

2.7. **SAP SuccessFactors Employee Central Payroll.**

- 2.7.1. SAP does not provide specific documentation for the payroll engine of SAP SuccessFactors Employee Central Payroll Cloud Service. Instead, Customer may use the documentation available for the on-premise SAP ERP HCM Software, if and to the extent applicable to the Payroll engine functionality. No other rights except as required to use SAP SuccessFactors Employee Central Payroll are conferred to Customer even if technically accessible or described in the documentation.
- 2.7.2. Subscriptions to the SAP SuccessFactors Employee Central Payroll Cloud Service include the use of the SAP Secure Login Client. The SAP Secure Login Client may only be used for the purpose of accessing SAP GUI-based administrative user interfaces of the SAP SuccessFactors Employee Central Payroll Cloud Service.
- 2.7.3. Customer is also granted access to the generally available implementation handbook, currently published on the SAP Service Marketplace (<http://help.sap.com/cloud4hr>).

2.8. **SAP SuccessFactors Employee Central Service Center.**

- 2.8.1. Cloud for Service is included with a ratio of 1 agent user to 300 employees.
- 2.8.2. SAP Cloud Portal for employee self-service is included as follows: one (1) test tenant; and one (1) SAP Cloud Platform Virtual Machine.
- 2.8.3. Integration of Employee Central with Cloud for Service and SAP Cloud Portal is included.
- 2.9. **SAP SuccessFactors Employee Central, core HR option, functional use.** SAP SuccessFactors Employee Central, core HR option, functional use is available only for the following categories of individuals: This Cloud Service is only available for (i) non-employees (includes contingent/contractors); (ii) Former employees whose records continue to be maintained; (iii) individual with a limited or temporary employee relationship, and (iv) Employees with read-only access to Employee Central but whose records are maintained within SAP ERP HCM or another core HR system. In addition, Employees whose records are actively managed by Customer, but who do not have access to the Cloud Service will also be counted.

2.10. **SAP SuccessFactors Learning, Content Storage.**

- 2.10.1. Content storage included with the SAP SuccessFactors Learning or Validated Learning Cloud Service includes content bandwidth and 25 GB of eLearning content storage.
- 2.10.2. Content storage for the SAP SuccessFactors Learning or Validated Learning Cloud Service includes infrastructure, including web server and disc space, and uses Akamai as the Content Delivery Network (CDN) provider. If Customer cannot support Akamai as its CDN, Content storage cannot be provisioned to Customer.
- 2.10.3. SAP will provide one SFTP Content account per Customer.
- 2.11. **SAP SuccessFactors Learning, Functional Use.** SAP SuccessFactors Learning or Validated Learning, functional use, is available only for the following categories of individuals: This Cloud service is only available for non-employees and individuals with a limited or temporary employment relationship. In addition, individuals whose records are actively managed by the customer, but who do not have access to the Cloud service will also be counted.
- 2.12. Users with functional use rights must be identified in the SAP SuccessFactors Learning Cloud Service by Customer separately from other Users.

2.13. SAP SuccessFactors Work Zone.

- 2.13.1. The SAP SuccessFactors Work Zone Cloud Service has a base storage limit of 1000 GB per instance. If Customer subscribes to SAP Work Zone, data storage add-on, such storage limit shall increase, in units of 500 GB, as set forth in the applicable Order Form.
- 2.13.2. Comment fields or free text entry fields in the SAP SuccessFactors Work Zone Cloud Service are not designed to collect or store personal data, therefore no sensitive or personal data should be entered in them. The Data Processing Agreement for Cloud Services referenced in the Order Form does not apply to personal data contained in such fields.
- 2.13.3. SAP SuccessFactors Work Zone includes (i) SAP Build Process Automation, standard users in an equivalent quantity to Customer's SAP SuccessFactors Work Zone user licenses, (ii) two (2) SAP Build Process Automation, advanced user licenses, (iii) two (2) SAP Business Application Studio user licenses, and (iv) one (1) SAP Custom Domain.
- 2.13.4. SAP SuccessFactors Work Zone includes a native mobile application that is included with the Cloud Service subscription.

2.14. SAP Integration Suite for SAP SuccessFactors solutions.

- 2.14.1. The Cloud Service requires that one end of the integration be an SAP SuccessFactors solution.
- 2.14.2. The Cloud Service includes two (2) tenants and an aggregate of 100,000 Messages per month.
- 2.14.3. Usage includes SAP Integration Suite, Basic edition capabilities exclusively.
- 2.14.4. Customer shall ensure that it has all necessary license rights for any SAP and/or third party solutions integrated using the Cloud Service.
- 2.14.5. If Customer has a subscription to Employee Central, SAP Cloud Platform Integration option, use of such product shall be subject to the supplemental terms referenced in the Order Form governing such subscription.
- 2.15. **Embedded Launch Activities.** Embedded Launch Activities are included for a first-time subscription of applicable SAP SuccessFactors Cloud Services. Further specifications to the Embedded Launch Activities are available in the [SAP SuccessFactors Embedded Launch Activities Specifications](#) documentation.
- 2.15.1. Customer is entitled to a Demo Environment (consisting of one each of a BizX, LMS, J2W and RPOS instance) pre-configured with available SAP Best Practices and some sample data in English.
- 2.15.2. The Demo environment may be requested at any point after the start of the contract period. Once requested, it will be available for a duration of 9 months. The availability of the Demo environment can be extended (for 3 months) on Customer request.
- 2.15.3. The pre-configuration and sample data of the Customer assigned Demo environment will not be updated / refreshed. Customer may not change any configuration in the Demo environment.

The Demo environment will be created in a Non-Production Environment. Therefore, Disaster Recovery for this environment is not available.
- 2.16. **Test Tenants in Production Environments.** The Data Processing Agreement for Cloud Services referenced in the Order Form shall apply to all tenants of SAP SuccessFactors HXM Suite in Production environments, provided that (i) Customer implements and maintains all Production environment security controls, and (ii) if Customer uses a test tenant in a Production environment for the processing of personal data, Customer is responsible for justifying such additional processing of personal data under all applicable data protection laws.