



County of Fairfax, Virginia

AMENDMENT

Date: DEC 21 2011

AMENDMENT NO. 4

CONTRACT TITLE: Enterprise Resource Planning (ERP) System/Software

CONTRACTOR

SAP Public Service, Inc.
3999 Chester Pike
Newton Square, PA 19073

VENDOR CODE

B5481865804 01

CONTRACT NO.

MT09-101130-10A

The above contract is hereby amended as follows:

1. The contractor information is changed and is renumbered as summarized below:

Original Contractor Information		New Contractor Information	
Vendor Code:	B5481865804 01	Supplier Code:	1000012120
Contract No.:	MT09-101130-10A	Contract No.:	4400000162

2. The contract is hereby amended to incorporate Appendix 10 (attached).

All other terms and conditions remain the same.



Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION

Finance – Accounts Payable/e
DMB – Debra Dunbar/e
FCPS – Debra Borden
DIT – Mike Daily/e

Contractor
Contract Specialist – L. Robinson
ACS, Team 1 – J. Waysome-Tomlin


Department of Purchasing & Supply Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone (703) 324-3201, TTY: 1-800- 828-1140, Fax: (703) 324-3228

E-mailed

12/21

Appendix 10
effective December , 2011 ("Appendix")
to
SAP PUBLIC SERVICES, INC. ("SAP")
SOFTWARE LICENSE AGREEMENT effective August 13, 2009 ("Agreement")
with
Fairfax County ("Licensee")

This Appendix is hereby annexed to and made a part of the Agreement specified above. In each instance in which provisions of this Appendix contradict or are inconsistent with the provisions of the Agreement, the provisions of this Appendix shall prevail and govern.

1. **1. NAMED USER DEFINITIONS:** As used herein, SAP BusinessObjects Portfolio ("SBOP") shall mean any licensed Software or third party software identified under Appendices to the Agreement as an applicable Business Intelligence or Information Management package or product (if any), Enterprise Performance Management package or product (if any), and/or Governance, Risk and Compliance package or product (if any). Unless otherwise specifically set forth herein, all references to "SBOP" shall be deemed to include any licensed Software identified under Appendices to the Agreement as "Legacy SBOP"; however, references to "Legacy SBOP" shall only mean any licensed Software identified under Appendices to the Agreement as "Legacy SBOP". 1.5
 - 1.1 **"SAP Application Business Expert Upgrade User"** is a Named User authorized to perform all roles supported by SBOP (excluding the right to make Modifications to SBOP) and also includes the rights granted under the SAP Application Business Analytics Professional Users provided such Named User is also an individual licensed from SAP as an Application Professional User and both such Users are licensed for the same runtime database, if any. If receiving support under the license agreement, Licensee must be subscribed to and fully paid on support for both this User and the underlying Application Professional User for so long as Licensee continues to receive support under the license agreement.
 - 1.2 **"SAP Application Business Analytics Professional User"** is a Named User authorized to perform all roles supported by SBOP (excluding the right to make Modifications to SBOP). For purposes of clarification, an SAP Application Business Analytics Professional User may extract data from any data source into SBOP and/or push data out of SBOP into any data source provided Licensee has secured an appropriate license for all such data source(s) and such Use is otherwise in accord with the terms of the Agreement (albeit an additional SAP Named User license will not be required solely for the one-way extraction of data into SBOP where the data source is non-SBOP Software and/or third party software licensed from SAP).
2. **LICENSED SOFTWARE:** The Software licensed to Licensee pursuant to this Appendix consists of the components identified below and specified as being licensed. Only individuals licensed as Named Users under the Agreement are permitted to Use the Software and third party software licensed under the Agreement. Such Use shall be in accordance with their respective Named User type, the identified Licensed Level, and the terms of this Appendix. At SAP's request, Licensee shall deliver to SAP a report, as defined by SAP, evidencing Licensee's usage of the Software.
 Licensed SAP Software may utilize limited functionality of other SAP Software products ("SAP Runtime Software"). Unless Licensee has expressly licensed the SAP Runtime Software (under this or a separate Appendix), Licensee's Use of such SAP Runtime Software is limited to access by and through the licensed SAP Software for the sole purpose of enabling performance of the licensed SAP Software. In the event Licensee Uses the SAP Software to build and/or operate a custom developed or third party application, additional license fees may be required.
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 If Licensee has an affiliate or subsidiary with a separate agreement for SAP software licenses and/or support services, such affiliate or subsidiary shall not be licensed under this Agreement even if such separate agreement has expired or is terminated, unless otherwise agreed to in writing by the parties.

2.1 SAP APPLICATION

2.1.1 SAP APPLICATION NAMED USERS:

Named Users	Licensed Level
SAP Application Business Expert Upgrade User	75

2.1.2 SAP BusinessObjects Governance, Risk & Compliance (GRC) Solutions (BA&T) ^{(SB) (1)}:

"X" if Licensed	Software	License Metric	Licensed Level
X	BA&T SAP BusinessObjects Access Control ^(SB1)	Employees (Blocks of 500)	19

(SB) Any licensed Software referencing this footnote is identified as an applicable SBOP (as used in this footnote, SBOP shall not include any Legacy SBOP) package or product, and therefore, notwithstanding anything to the contrary set forth in the Agreement or any Appendices thereto, may only be Used by individuals licensed as a Developer User,

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2.2 DATABASE INTERFACE ONLY: X

3. **LICENSE FEE AND PAYMENT:** The total Net License Fee to Licensee for the Software licensed under this Appendix is USD 265,500 which shall be invoiced upon execution of this Appendix and is payable net thirty (30) days from date of invoice.
4. **DELIVERY:** Delivery of the Software licensed hereunder is estimated to take place in December, 2011 and will be made by making such Software available for download or other electronic transmission to Licensee's location at: Alexandria, VA.
- Licensee acknowledges having received the remote access information listed below allowing download of the Software through the SAP ServiceMarketplace (<http://service.sap.com/swdc>):

[REDACTED]

5. **SAP ENTERPRISE SUPPORT AND PAYMENT:** SAP Enterprise Support offered by SAP is set forth in the SAP Enterprise Support Schedule to the Agreement.

SAP Enterprise Support at the site(s) specified in the SAP Enterprise Support Schedule to the Agreement shall commence as of the first day of the month following the Effective Date of this Appendix. The initial term of SAP Enterprise Support is the remainder of the current calendar year and the next full calendar year ("Initial Term"). After the initial term and subject to the Agreement and SAP Enterprise Support Schedule, SAP Enterprise Support shall renew at the beginning of each calendar year for the subsequent one year period.

The SAP Enterprise Support Fee for the Software licensed under this Appendix is priced at the then current annual SAP Enterprise Support Factor in effect (currently 22%) multiplied by the total Net License Fee for the licensed Software. The current annual SAP Enterprise Support Fee for the Software licensed under this Appendix is USD 58,410 (22% of USD 265,500). SAP agrees that the SAP Enterprise Support Factor shall remain at 22% until December 31, 2016. Thereafter, the SAP Enterprise Support Fee is subject to change once during a calendar year upon ninety (90) days notice to Licensee.

SAP Enterprise Support Fees are invoiced on an annual basis effective January 1 of a calendar year and payable Net 30 days from date of invoice. Any SAP Enterprise Support Fees due prior to January 1 are invoiced on a pro-rata basis for the given calendar year in effect.

6. **DATABASE:** The Software licensed hereunder may require a database product. This Agreement does not contain a license to use any database product, even where integrated or pre-installed as part of the Software. Each database product is subject to its respective vendor license agreement. SAP makes no representations or warranties as to the terms of any license or the operation of any database product obtained directly from a third party vendor by Licensee. Licensee is responsible for support and maintenance of any database product obtained from a third party vendor, and SAP has no responsibility in this regard.
7. **PUBLICITY:** Licensee agrees to provide mutually agreeable telephone references for prospective SAP customers.
8. **VALIDITY OF OFFER:** The validity of this Appendix will expire December 30, 2011, unless sooner executed by Licensee, or extended in writing by SAP.

Accepted by:

SAP Public Services, Inc.
(SAP)

By: _____

Title: _____

Date: _____

Accepted by:

Fairfax County
(Licensee)

By: Cathy A. Muse

Title: Purchasing Agent

Date: 12/21/11