



County of Fairfax, Virginia

AMENDMENT

Date: DEC 13 2010

AMENDMENT NO. 3

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

CONTRACTOR

SAP Public Services, Inc.
3999 West Chester Pike
Newtown Square, PA 19073

VENDOR CODE

B541865804 01

CONTRACT NO.

MT09-101130-10A

By mutual agreement, Contract MT09-101130-10A is hereby amended to incorporate Appendix 9 (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

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

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

12/14/10

Appendix 9
effective December 13, 2010 ("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. **LICENSED SOFTWARE:** The Software licensed to Licensee pursuant to this Appendix consists of the components identified below and specified as being licensed ("Software"). Only individuals licensed as Named Users of the Software under an Appendix to the Agreement are permitted to Use the SAP Software and third party Software licensed herein (including optional Software). Such Use shall be in accordance with their respective Named User type and in accordance with the identified licensed Level. At SAP's request, Licensee shall deliver to SAP a report, as defined by SAP, evidencing Licensee's usage of the Software. SAP agrees that the initial request for such report will occur twenty-four (24) months following the effective date of the Agreement or twelve (12) months following the effective date of this Appendix, whichever occurs later, and will continue annually thereafter.

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.

There are no applicable country/language specific versions licensed by Licensee from SAP hereunder. 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.

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. **SAP APPLICATION**

"X" If Licensed	Licensed Software	License Metric	Licensed Level
	INFORMATION INFRASTRUCTURE MANAGEMENT		
X	SAP BusinessObjects Enterprise Premium	CPUs ^(b)	3

^(a) The aggregate number of central processing units ("CPU") running the Software may not exceed the number of CPUs licensed. A multi-core chip processor with multiple processor cores shall be counted as follows: the first processor core shall be counted as one CPU, and each incremental processor core shall be counted as one-half CPU.

2.1 **DATABASE INTERFACE: X**

3. **LICENSE FEE AND PAYMENT:** The total Net License Fee to Licensee for the Software specified above is USD 70,000 which shall be invoiced upon execution of this Appendix and is payable net thirty (30) days from date of invoice.
4. **INSTALLATION:** For Software to be installed on a specific Licensee or Affiliate Designated Unit within the Territory, Licensee shall provide SAP with written notice of the type/model and serial number and location of each Designated Unit and the number of Users allocated to each such Designated Unit prior to such installation. Such notice shall be in a form materially similar to Schedule 1 attached hereto and is to be sent to: SAP Contracts Department, Attention: Director of Contracts, 3999 West Chester Pike, Newtown Square, PA 19073.
5. **DELIVERY:** Delivery of the Software licensed hereunder is estimated to take place in December, 2010 and will be made by making such Software available for download or other electronic transmission to Licensee's location at: ~~Fairfax, VA~~ Alexandria, VA. *On 12/13/10*

6. **SAP ENTERPRISE SUPPORT AND PAYMENT:** SAP Enterprise Support offered by SAP is set forth in the SAP Enterprise Support Schedule to the Agreement. Support Advisory Center access, Continuous Quality Checks, and Enterprise Support Reports (as described in the SAP Enterprise Support Schedule) will only be provided in the event Licensee establishes a mission critical deployment by certifying its Customer COE. SAP Solution Manager is available to all Enterprise Support customers but does not currently interface with BusinessObjects branded products. If and when a version is released with this functionality, customers will be required to install Solution Manager and utilize its capabilities.

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 initial delivery of the Software. The initial term of SAP Enterprise Support is the remainder of the current calendar year and the next full calendar year. 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 15,400 (22% of USD 70,000). SAP agrees that the SAP Enterprise Support fee 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.

7. **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.
8. **PUBLICITY:** Licensee agrees to provide mutually agreeable telephone references for prospective SAP customers.
9. **VALIDITY OF OFFER:** The validity of this Appendix will expire December 17, 2010, 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 Mune

Title: Purchasing Agent

Date: Dec. 13, 2010

Schedule 1 to Appendix 9 effective December 13, 2010**Designated Unit Information**

1. Name of Licensee or Affiliate where Designated Unit is located: _____

2. Designated Unit(s) to be identified by Licensee to SAP in writing.

Type/Model No.: _____

Serial No.: _____

Location of Designated Unit: _____

Telephone Number: _____

Software Delivery Contact Person: _____

3.

Hardware Information		Operating System		Database*	
Manufacturer	Model	Manufacturer	Release	Manufacturer	Release

* Note: When Database is licensed from the vendor directly, insert P.O. Number _____, Invoice Number _____ and Date _____

Name Date

Title

(Licensee)



County of Fairfax, Virginia

AMENDMENT

Date: **NOV 03 2010**

AMENDMENT NO. 2

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

CONTRACTOR
SAP Public Services, Inc.
3999 West Chester Pike
Newtown Square, PA 19073

VENDOR CODE
B541865804 01

CONTRACT NO.
MT09-101130-10A

By mutual agreement, Contract MT09-101130-10A is hereby amended to incorporate Appendix 8 (attached).

All other terms and conditions remain the same.

ACCEPTANCE:

BY: _____

(Signature)
CHRIS PFENDNER
SENIOR DIRECTOR, CONTRACTS

(Printed)

(Title)

10/28/10

(Date)

(Signature)
Cathy A. Muse

Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION

Finance – Accounts Payable/e
DMB – Debra Dunbar/e

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

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

11/10/10
JW

Appendix 8
effective November __, 2010 ("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. The following Articles and Provisions of the Agreement are specifically incorporated herein by reference: 1 (Definitions), 2 (License Grant), 3 (Verification), 4 (Price and Payment), 5 (Term and Termination), 6.1 (Protection of Proprietary Information), 7.2 (Express Disclaimer), 9 (Limitation of Liability), 10 (Assignment) and 11 (General Provisions). Unless stated otherwise herein, all other provisions of the Agreement are specifically excluded with respect to this Appendix. In each instance in which provisions of this Appendix contradict or are inconsistent with the incorporated provisions of the Agreement, the provisions of this Appendix shall prevail and govern.

1. LICENSE GRANT:

1.1 The third party software components licensed to Licensee pursuant to this Appendix are set forth in this Section 1.1 ("Third Party Software"). Only individuals licensed as Named Users of SAP Software under separate Appendices to the Agreement are permitted to Use the Third Party Software licensed hereunder, and such Use shall (i) be in accordance with each individual's Named User type and (ii) in no case exceed the "Licensed Level" specified below. The Third Party Software licensed by Licensee from SAP hereunder is as follows:

1.1.1 HP software:

"X" if Licensed	Third Party Software Component(s)	License Metric	Licensed Level
X	SAP LoadRunner by HP ("LR")⁽¹⁾	# of Virtual Users -and- # of Controller(s)	5,000 1

(1) Licensee's Use of the LR software is limited solely to testing or monitoring pre-production SAP Software (including any and all software required to operate the particular SAP Software, further including the SAP Software's associated operating systems, databases, application servers, etc) only in quality assurance and similar environments, and may only be Used on a single server. "Virtual User" means a software process emulating users executing an "end user" use interaction against SAP Software for purposes of load testing. "Controller" is the component used to manage load test design and execution.

1.2 DATABASE INTERFACE: X

1.3 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. LICENSE FEE AND PAYMENT: The total Net License Fee to Licensee for the Third Party Software licensed hereunder is USD 398,000. The total Net License Fee set forth in this Section 2 shall be invoiced upon execution of this Appendix and is payable net thirty (30) days of the date of invoice.

3. INSTALLATION: For the Third Party Software to be installed at a specific Licensee and/or Subsidiary site within the Territory other than where SAP Software is installed, Licensee shall provide SAP with written notice of the location of each computer and the number of Named Users allocated to each such device within sixty (60) days of the use of such device. Such notice shall be in a form materially similar to the

notice sent to SAP for SAP Software and is to be sent to: SAP Contract Department, Attention: Director of Contracts, 3999 West Chester Pike, Newtown Square, PA 19073. Licensee is responsible for installation of the Third Party Software.

4. **DELIVERY:**

Delivery of the Third Party Software licensed hereunder is estimated to take place in December, 2010 and will be made by making such Third Party Software available for download or other electronic transmission to Licensee's location at: Fairfax Va.

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 initial delivery of the Third Party Software. The initial term of SAP Enterprise Support is the remainder of the current calendar year and the next full calendar year. 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 Third Party 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 Third Party Software. The current annual SAP Enterprise Support Fee for the Third Party Software licensed under this Appendix is USD 87,560 (22% of USD 398,000). 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 thirty (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 Third Party 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 Third Party 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. **LIMITATION OF LIABILITY:** In no event shall SAP's or its licensors' total liability for damages of any kind or nature in any way arising from or related to the Third Party Software licensed under this Appendix exceed the individual Net License Fee attributable to the applicable Third Party Software, as reflected in Section 2 hereof.
8. **PUBLICITY:** Licensee agrees to provide mutually agreeable telephone references for prospective SAP customers.
9. **VALIDITY OF OFFER:** The validity of this Appendix 8 will expire November 20, 2010 unless sooner executed by Licensee, or extended in writing by SAP.

Accepted by:

SAP Public Services Inc.
(SAP)

By:

Name: **CHRIS PFENDNER**
SENIOR DIRECTOR, CONTRACTS

Title:

Date:

10/28/10

T.D.

Accepted by:

Fairfax County
(Licensee)

By:

Name:

Title:

Date:

Cathy X Muse

11/3/10



County of Fairfax, Virginia

AMENDMENT

Date:

OCT 22 2010

AMENDMENT NO. 1

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

CONTRACTOR

SAP Public Services, Inc.
3999 West Chester Pike
Newtown Square, PA 19073

VENDOR CODE

B541865804 01

CONTRACT NO.

MT09-101130-10A

By mutual agreement, Contract MT09-101130-10A is hereby amended to reflect the following change:

Add SAP America to the contract to place orders for training as follows:

CONTRACTOR	VENDOR CODE	CONTRACT NO.
SAP America, Inc.	B363556041 01	MT09-101130-10B

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
DIT – Mike Daily/e

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

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12000 Government Center Parkway, Suite 427
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