AMENDMENT #1
TO
SAP AMERICA, INC., C239036

This Amendment #1 (hereinafter referred to as "Amendment") to the Software License and Services Agreement is entered into on this 12TH day_____SEPTEMBER_____, 2023, by and between SAP America, Inc., (hereinafter referred to as "Services Provider") and The Oklahoma City Water Utilities Trust (hereinafter referred to as the "Contracting Entity"). Pursuant to the Contract between the Service Provider and the Contracting Entity, Software License and Services Agreement, Schedule 1", ("Pricing Summary"), is hereby amended to include additional cloud-based pricing:

WITNESSETH:

WHEREAS, on December 6, 2022, the Services Provider and the Contracting Entity entered into an agreement (C239036) (hereinafter referred to as "Contract") for the purchase of ongoing software licensing, hosting, and support services for the Oklahoma City Water Utilities Trust's SAP billing system and associated software; and

WHEREAS, the Contract remains in full force and effect; and

WHEREAS, the Services Provider has provided system support services to the City of Oklahoma City (hereinafter "City") and OCWUT the Contracting Entity; and

WHEREAS, the City has determined a need to increase the usage metric or volume for some Cloud Services; and

WHEREAS, there is a need to add additional pricing for these services; and

NOW, THEREFORE, based on the agreement of the Services Provider and the Contracting Entity, Schedule 1, ("Pricing Summary"), is amended to add the additional cloud-based services requested.

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Order Form
for SAP Cloud Services

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

And	**Oklahoma City Water Utilities Trust**
	420 West Main Street, #500
	Oklahoma City, OK, 73102
	("Customer")

Customer ID: 600888
Case ID: 3062413155

1. UPSELL/ADD

Customer previously subscribed to SAP cloud services under an agreement with SAP Case ID 3062241952 ("**Initial Agreement**"). Customer would like to increase the Usage Metric or volume for some of the Cloud Services set out in the Initial Agreement or subscribe to additional Cloud Services. Therefore, the parties agree to amend the Initial Agreement as follows:

a) The Supplement, Cloud Support Schedule, SLA, DPA and GTCs (including any amendments thereto) referenced in the Initial Agreement shall be replaced by the documents set out under "Referenced Documents" in this Order Form;

b) Except as expressly amended herein, the Initial Agreement remains in full force and effect;

c) In the event of any conflict between the Initial Agreement and this Agreement, the terms of this Agreement shall prevail; and

d) If the term of the Initial Agreement is 3 months or less, this Agreement and the Initial Agreement will automatically renew and Customer may not exercise its right to non-renew this Agreement and the Initial Agreement to the end of the current Subscription Term.

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 the parties ("**Effective Date**") on or prior to 09.30.2023.

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, 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 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. 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 current fee for the Cloud Services is set forth in Schedule 1 as Total 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

5.1. Customer contacts for order confirmation and system notices are:

Main contact name:	Josh Morgan
Main contact e-mail:	josh.morgan@okc.gov
Technical administrator name:	Jeff Baldie
Technical administrator e-mail:	jeffrey.baldie@okc.gov

5.2. 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: b4349dbd-0ad6-4222-8f76-8e3ab7519c9f

User Onboarding Website: https://account.sap.com/manage/onboarding/b4349dbd-0ad6-4222-8f76-8e3ab7519c9f

For more information about the User Onboarding Token see: https://support.sap.com/en/my-support/users/user-onboarding-token.html.

5.3. Customer Location and Tax Determination

Customer has provided the following primary access location:

Oklahoma City Water Utilities Trust

420 West Main Street, #500, 73102 Oklahoma City, OK, 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. PRICE PROTECTION

At any time until 11/30/29, Customer may purchase additional Usage Metrics of the Cloud Service(s) or subscribe to additional Cloud Services as listed below by signing an "Add/Upsell" Order Form and paying the annual fee specified in the table below.

SKU	Product Name	Metric	Price Per Unit	Min Quanty
8008794	SAP Addit File Storage, priv cld ed	100 Gigabyte	$ 1.334,64	1
8015468	SAP App Server Linux Cld, priv ed	Tenant	$ 47.568,00	1
8014172	SAP Solution Manager, private cloud edition, full version	Tenant	$ 202.000,00	1
8015483	SAP Identity Management, private cloud edition	100 Resource`	$ 69.000,00	1
8015497	SAP S/4HANA Cloud for access control, private editio	100 Resource	$ 6.200,00	5
8014823	SAP Signavio Process Intelligence	200,000 Record	$ 26.000,00	3
8011437	SAP Signavio Process Manager	User	$ 7.700,00	1
8015451	SAP Signavio Process Insights, additional connections	Conneciton	$ 36.000,00	1
8011444	SAP Signavio Process Insights, additional storage	50 Gigabyte	$ 25.000,00	1
8015441	SAP Signavio Process Insights, base package	Flat Fee	$ 75.000,00	1
8013422	SAP Signavio Process Transformation Suite, private cloud edition	Tenant	$ 96.000,00	1
8011004	SAP Emarsys Customer Engagement, test tenant	Tenant	$ 14.000,00	1
8010990	SAP Emarsys Customer Engagement	100,000 Contact	$ 9.200,00	1
8003795	SAP Fieldglass Cont. Wrkf. Mgmt.	$15M Spend	$ 127.000,00	1
8007885	SAP Ariba Contracts	User	$ 5.000,00	5
8007883	SAP Ariba Sourcing	User	$ 39.000,00	5
8007889	SAP Ariba Supplier Lifecycle & Performance Management	User	$ 38.000,00	5
8011734	SAP SuccessFactors Compensation	User	$ 2.300,00	1
8008642	SAP SuccessFactors Employee Central Payroll	User	$ 52,00	1000
8011736	SAP SuccessFactors Employee Central, core HR	User	$ 61,00	1

8011741	SAP SuccessFactors Learning	User	$	20,00	1
8011739	SAP SuccessFactors Onboarding	User	$	10,00	1
8011733	SAP SuccessFactors Performance & Goals	User	$	41,00	1
8011740	SAP SuccessFactors Recruiting	User	$	27,00	1
8011735	SAP SuccessFactors Succession & Development	User	$	23,00	1
8008384	SAP Time and Attendance Management by WorkForce Software	User	$	42,00	1
8013631	SAP Enterprise Continuous Testing by Tricentis	10 Connection	$	15.000,00	1
8015512	SAP Enterprise Performance Testing by Tricentis	100 Object	$	13.000,00	3
8008266	SAP Document Presentment by OpenText, cloud edition	100,000 Document	$	9.400,00	25

7. SUBSCRIPTION CLOUD SERVICES

7.1.   Application

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

7.2.   Specific Definitions

7.2.1.   "**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.

7.2.2.   "**Excess Use**" means any use of the Subscription Cloud Service that exceeds the Usage Metrics and their volume stated in Schedule 1 in this Order Form.

7.3.   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.

7.4.   Fee Changes

The Cloud Services shall be subject to an annual fee increase of 3.3% effective on each anniversary of 03/31/2023. 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. However, this increase will not apply during the Initial Subscription Term. Not raising fees is not a waiver of SAP's right to do so.

8. ADDITIONAL TERMS

The Agreement is subject to the following modifications:

8.1.   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.

8.2. Publicity

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

9. 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.

10. REFERENCED DOCUMENTS

10.1. Table of Agreement

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**":

No.	Agreement	Location
1.	This Order Form including Schedule 1 ("**Order Form**")	
2.	Supplemental Terms and Conditions for Cloud Services ("**Supplement**")	https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?sort=title_asc&search=Supplement&tag=language:english
3.	Support Schedule for Cloud Services ("**Cloud Support Schedule**")	https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?sort=title_asc&search=Support&tag=language:english
4.	Service Level Agreement for Cloud Services ("**SLA**")	https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?sort=title_asc&search=Service%20Level%20Agreement&tag=language:english
5.	Data Processing Agreement for Cloud Services ("**DPA**")	https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?sort=title_asc&search=Data%20Processing&tag=language:english
6.	General Terms and Conditions for Cloud Services ("**GTC**")	https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?sort=title_asc&search=General%20Terms%20and%20Conditions&tag=language:english

10.2. 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:

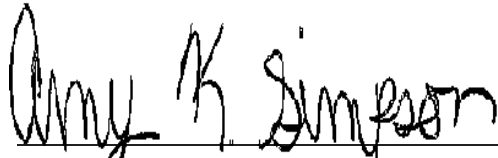SAP America, Inc.

(SAP)

Name:	Cameron Loyal
Title:	Assistant General Counsel
Date:	August 23, 2023

APPROVED by the Trustees and signed by the Chairman of the Oklahoma City Water
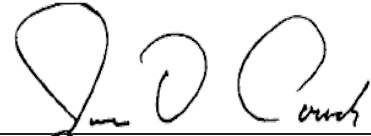
Utilities Trust this ____12TH____ day of ____SEPTEMBER____, 2023.

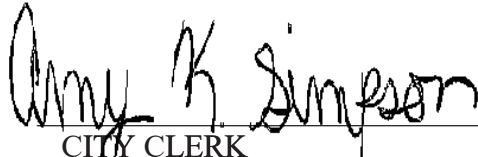**ATTEST:**   **OKLAHOMA CITY WATER UTILITIES TRUST**

_____   _____
SECRETARY   CHAIRMAN

CONCURRED by the Council and signed by the Mayor of The City of Oklahoma City this
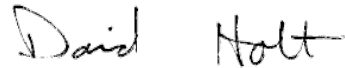
____26TH____ day of ____SEPTEMBER____, 2023.

ATTEST: **THE CITY OF OKLAHOMA CITY**

_____   _____
CITY CLERK   MAYOR

REVIEWED for form and legality.

_____
ASSISTANT MUNICIPAL COUNSELOR

Schedule 1
Pricing Summary

From 08/21/2023 To 11/30/2029

SAP Cloud Service	Usage Metric	Usage Metric Limitation	Annual Fee	Product Start Date	Product End Date	Total Fee in USD
SAP Addit File Storage, priv cld ed	100 Gigabyte	50	66,732.00	08/21/2023	06/25/2024	56,524.14
SAP Cld, mem ext f. prod tiers, priv ed	256 Gigabyte	2	30,400.00	08/21/2023	06/25/2024	25,749.77
SAP Cld, mem ext f. non-prd, Priv Ed	256 Gigabyte	3	23,430.00	08/21/2023	06/25/2024	19,845.96
SAP App Server Linux Cld, priv ed	1 Tenant	1	47,856.00	08/21/2023	06/25/2024	40,535.56
SAP Addit File Storage, priv cld ed	100 Gigabyte	5	6,673.20	06/26/2024	11/30/2029	36,237.91
SAP Cld, mem ext f. prod tiers, priv ed	256 Gigabyte	2	30,400.00	06/26/2024	11/30/2029	165,083.11
SAP Cld, mem ext f. non-prd, Priv Ed	256 Gigabyte	3	23,430.00	06/26/2024	11/30/2029	127,233.46
SAP App Server Linux Cld, priv ed	1 Tenant	1	47,856.00	06/26/2024	11/30/2029	259,875.56

Total Net Fee	731,085.47

Period 1 From 08/21/2023 To 03/30/2024	102,858.02
Period 2 From 03/31/2024 To 03/30/2025	122,551.18
Period 3 From 03/31/2025 To 03/30/2026	108,359.20
Period 4 From 03/31/2026 To 03/30/2027	108,359.20

SAP Cloud Service	Usage Metric	Usage Metric Limitation	Annual Fee	Product Start Date	Product End Date	Total Fee in USD
Period 5 From 03/31/2027 To 03/30/2028						108,359.20
Period 6 From 03/31/2028 To 03/30/2029						108,359.20
Period 7 From 03/31/2029 To 11/30/2029						72,239.47
Total Net Fee						731,085.47

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.

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".