**Appendix 13
(SAP Cloud Order Form 1)
SAP Reference No. 0220667460**

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

And   Port of San Diego CA

3165 Pacific Highway / San Diego CA 92101 Administration Building California
                ("Customer")

1.   ORDER FORM AND TABLE OF AGREEMENT

This Order Form as issued by SAP is an offer by SAP. When signed and returned to SAP by Customer on or prior to the offer expiration date, it becomes a binding agreement for the SAP Cloud Service(s) and Consulting Services (if applicable) listed in this Order Form and is effective on the date signed by Customer.

Offer Expiration Date: 06/21/2017

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"**:

Agreement	Location
Order Form	
Schedule A of this Order Form: **a) Cloud Service Supplemental Terms and Conditions ("Supplement"); b) Consulting Services Supplemental Terms and Conditions ("Consulting Services Supplement")**	a) http://go.sap.com/about/agreements/cloud-services.html?language=english&search=Supplement b) http://go.sap.com/about/agreements/cloud-services.html?search=consulting%20services
Schedule B of this Order Form: **Support Policy for SAP Cloud Services**	http://www.sap.com/corporate-en/about/our-company/policies/cloud/cloud-customer-support.html
Schedule C of this Order Form: **Service Level Agreement for SAP Cloud Services ("SLA")**	http://www.sap.com/corporate-en/about/our-company/policies/cloud/service-level-agreement.html
Schedule D of this Order Form: **Data Processing Agreement for SAP Cloud Services**	http://www.sap.com/corporate-en/our-company/policies/cloud/data-security.epx
Schedule E of this Order Form: **General Terms and Conditions for SAP Cloud Services ("GTC")**	http://go.sap.com/about/agreements/general-terms-and-conditions.html?general_terms_and_conditions=cls

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."

2. CLOUD SERVICE AND EU ACCESS

2.1 Cloud Service Order.

The table shows the purchased Cloud Service, Usage Metrics and volume, initial Subscription Term and fees.

Period 1 From 06/21/2017 To 06/20/2022

SAP Cloud Service	Usage Metric	Usage Metric Limitation **	Annual Fee	Product Start Date	Product End Date	Total Fee in USD
SAP SFSF ADVANCED LEARNING PACKAGE	Users	600	46,200.00	06/21/2017	06/20/2022	231,000.00
SAP SFSF LEARNING, CONTENT STORAGE ADD	Gigabytes	1	1,400.00	06/21/2017	06/20/2022	7,000.00

Total Net Fee (*)	238,000.00

(**) Usage Metric Limitations stated above represent the maximum annual quantity of Usage Metrics over a 12 month period, except where the period between Product Start Date and Product End Date is less than one year. In that case the stated Usage Metric Limitation is the actual prorated amount.

2.2 Subscription Term

(a) Customer's initial Subscription Term will begin on the start date and will be effective until the end date, unless Customer is otherwise notified by SAP.

(b) Unless the Supplement states otherwise, the initial Subscription Term and any renewals and extensions will automatically renew for terms equal in length to the immediately preceding term (if that term is thirty-six months or less) or for one year (if that term is longer than thirty-six months). Auto-renewal will not occur if Customer notifies SAP of its intention not to renew at least one month in advance of the expiration of the current term, or SAP notifies Customer of its intention not to renew at least six months prior to the expiration of the current term.

2.3 Excess Use.

Customer's use of the Cloud Service is subject to the Agreement, including the Usage Metrics and their volume stated in Section 2. Any use of the Cloud Service that exceeds this scope will be subject to additional fees. Fees accrue from the date the excess use began. Customer will execute an additional Order Form to document subscriptions for additional Usage Metrics and their volume. SAP may invoice and Customer will pay for excess use based on applicable pricing in the Order Form or Supplement.

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SAP OPP 302487416 / QUOTE 0220667460 / CASE 3060722192

Page 2 of 4
(7-2016)

3. CONSULTING SERVICES

The table shows the purchased Consulting Services, non-recurring services and fees.

SAP will provide the Consulting Services or non-recurring services subject to the terms of the Consulting Services Supplement and the Agreement. SAP's obligation to provide the Consulting Services will end upon expiration of the initial term unless otherwise stated in the applicable service description or Supplement.

4. PAYMENT AND INVOICES

4.1 Fees and Invoicing.

Unless the Supplement states otherwise, fees for the Cloud Service(s) will be invoiced by SAP and paid by Customer annually in advance. Fees for the Consulting Services will be invoiced by SAP and paid by Customer as stated in Section 3 unless otherwise stated in the applicable scope document. SAP may provide invoices to an email address provided by Customer. Fees for non-recurring services will be invoiced by SAP on a one-time basis and paid by Customer upon commencement of the Subscription Term. Except for fee increases applied under Sections 2.3 and 4.2, Cloud Service(s) fees for renewal terms will be equal to the fees for the immediately preceding term for the same Cloud Service, Usage Metrics and volume. Customer will reimburse SAP for all pre-approved (by Customer) and appropriately documented travel and related expenses incurred by SAP in performing any support for the Cloud Service. Consulting Services fees are inclusive of travel expenses.

4.2 Fee Increases.

At the beginning of each renewal term, SAP may increase fees to reflect annual increases in consumer prices or costs. This increase will not exceed the greater of the percentage stated in the most recent consumer price index selected by SAP or 3.3% per annum. The increase is applied on a cumulative, year-over-year basis beginning on either the start of the preceding term or date of last increase, whichever is later. Not raising fees is not a waiver of SAP's right to do so. SAP may increase fees if Customer elects to reduce the Cloud Service, Usage Metrics or volume for any renewal term.

4.3 Payment.

Customer will pay to SAP all fees due within thirty 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.

5. NON-APPROPRIATION TERMINATION

Any payment obligation of the Customer created by the Agreement is conditioned upon the availability and appropriation of funds, subject to this Section. If funds are not appropriated to support continuation of performance in a subsequent fiscal year period, Customer shall have the right to terminate the Agreement at the end of the then current pre-paid annual subscription period with prior written notice to SAP at least thirty (30) days prior to the start of the next annual subscription period (a "Non-Appropriation Termination"), provided, however, Customer shall not be entitled to any refund of any prepaid fees and shall be responsible for payment of amounts incurred up to the date of such termination.

6. AUTHORIZED ADMINISTRATORS

Customer contacts for order confirmation and system notices are:

Order confirmation recipient name:	Jeff Benedict
Order confirmation recipient e-mail:	jbenedict@portfosandiego.org
System provisioning notification recipient name:	Max Heusser
System provisioning notification recipient e-mail:	C-mheusser@portofsandiego.org

SAP Confidential
Order Form for SAP Cloud Services (Direct) enUS 0065.v.7-2016
SAP OPP 302487416 / QUOTE 0220667460 / CASE 3060722192

Page 3 of 4
(7-2016)

7.   CUSTOMER LOCATION

Customer has provided the following primary access location:

> Port of San Diego CA
> 3165 Pacific Highway / San Diego CA 92101

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.   The primary access location is used by SAP for the determination of any applicable taxes.

Accepted By:

Port of San Diego CA

(Customer)

Name:
Title:
Date:

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Order Form for SAP Cloud Services (Direct) enUS 0065.v.7-2016
SAP OPP 302487416 / QUOTE 0220667460 / CASE 3060722192

Page 4 of 4
(7-2016)