

SOFTWARE LICENSE AND SUPPORT AGREEMENT
Software Order Form No. 13 ("Order Form")
effective as of the date of last signature below ("Effective Date")

between

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

And

San Diego Unified Port District
3165 Pacific Hwy
San Diego, CA 92101-1128
United States
(hereinafter "Licensee")

PREAMBLE:

SAP and Licensee agree that this Order Form is a binding agreement for SAP software licenses and support, governed by the SAP Software License Agreement between SAP and Licensee dated October 8, 2002 ("Initial Agreement"), all exhibits, appendices, schedules or other addenda attached to or referenced by the Initial Agreement or this Order Form ("Schedules") and the applicable Software Use Rights document ("Use Terms") current at the time of execution of this Order Form, a copy of which is found at www.sap.com/company/legal/index.epx and made a part hereof. All components are integral to this agreement, collectively form a single agreement with all other orders subject to the Initial Agreement and collectively are referred to herein as the "Agreement." Licensee acknowledges it has had the opportunity to review the Use Terms prior to executing this Order Form. SAP recommends Licensee prints copies of the applicable Use Terms for Licensee's own records. For purposes of this Order Form, any reference in the Use Terms and this Order Form to the GTC shall mean the Initial Agreement, and all references to the term "Appendix" or "Appendices" under the Agreement shall be replaced by the term "Order Form". The following order of precedence shall be applied in the event of conflict or inconsistency between provisions of the components of this Agreement: (i) the Software Order Form; (ii) the Schedules; (iii) the Use Terms; and (iv) the Initial Agreement.

- 1. LICENSED SOFTWARE AND FEES.** The Software licensed to Licensee pursuant to this Order Form and the associated fees are identified in Schedule 1. All license fees are net after discount, if applicable. The total net license fees identified in Schedule 1 and payable under this Order Form are 34,125.00 USD which shall be invoiced upon execution of this Order Form.

If Licensee has an affiliate or subsidiary with a separate agreement for SAP software licenses and/or support services, with SAP SE, any SAP SE affiliate (including SAP) and/or any other distributor of SAP software, the Software shall not be Used to run such affiliate's or subsidiary's business operations and such affiliate or subsidiary shall not receive any support services under this Agreement even if such separate agreement has expired or is terminated, unless otherwise agreed in writing by the parties.

- 2. SAP SUPPORT SERVICES AND FEES:** SAP and Licensee agree that SAP "Enterprise Support" is the applicable SAP Support offered by SAP for the Software licensed under this Order Form as set forth in the SAP Support Schedule to the Agreement.

SAP Support Fees shall commence as of the first day of the month following the Effective Date of this Order Form. The initial term of SAP Support shall begin on the Effective Date and continue for the remainder of the current calendar year and the next full calendar year (except in cases of an Effective Date commencing on January 1 of a respective calendar year, in which case the initial term will run until December 31st of the respective calendar year) ("Initial Term"). After the Initial Term and subject to the Agreement and SAP Support Schedule, SAP Support shall renew at the beginning of each calendar year for the subsequent one year period. SAP Annual Support Fees shall be paid annually in advance and shall be as specified below.

The SAP Enterprise Support Fee for the Software licensed under this Order Form is priced at the then current annual SAP Enterprise Support Factor in effect (currently 22%) multiplied by the total Maintenance Base (set forth in the Schedule 1 as "Maintenance Base") for the licensed Software stated in Schedule 1. The current annual SAP Enterprise Support Fee for the Software licensed under this Order Form is set forth in Schedule 1 as the "Annual Support Fee". SAP agrees that the SAP Enterprise Support Factor shall remain at 22% until December 31, 2020. Thereafter, the SAP Enterprise Support Fee is subject to change once during a calendar year upon three (3) months' notice to Licensee and SAP may increase Licensee's Enterprise Support Fee hereunder from the prior year by the percentage increase in the Consumer Price Index (CPI), applied on a cumulative year-over-year basis starting from either the effective date of this Order Form or the date of Licensee's last SAP Enterprise Support Fee increase, whichever occurred later. CPI as used herein means "U.S. Consumer Price Index for all Urban Consumers, U.S. City Average - All Items 1982-1984 = 100 Base for a twelve (12) month period prior to such increase as published by the Bureau of Labor Statistics".

Not raising fees in any given year or years is not a waiver of SAP's right to do so. SAP Support Fees are invoiced on an annual basis effective January 1 of a calendar year. Any SAP Support Fees due prior to January 1 are invoiced on a pro-rata basis for the given calendar year in effect. SAP Support Fees will increase as additional software is licensed.

SAP Solution Manager is available to all SAP Support customers to the extent stated in the applicable SAP Support schedule, but does not currently interface with selected SAP BusinessObjects portfolio products.

3. **PAYMENT TERMS:** All fees are in USD. All payment terms for Software and Support are net thirty (30) days from date of invoice.
4. **DELIVERY:** Delivery of all Software licensed hereunder will be made by making such Software available for download or other electronic transmission to Licensee's location at: 3165 Pacific Hwy, 92101-1128 San Diego, CA, United States ("Delivery Location").

Licensee acknowledges having received the remote access information listed below allowing download of the Software through the SAP ServiceMarketplace (<http://service.sap.com/swdc>):

USER ID:	S0003143531
INITIAL PASSCODE:	I771S389

Licensee confirms that it has access to SAP Service Marketplace as required to download the Software licensed under this Agreement.

Licensee agrees not to request any physical delivery of Software or Support Services and should it occur that any such delivery will be rejected by Licensee. Licensee agrees and understands that the calculation of Taxes may be affected by the delivery method and Delivery Location of the Software and corresponding SAP Support.

5. **ADDITIONAL TERMS:** The following additional product specific and or business terms and conditions apply:

Where a third party runtime database is licensed under the Agreement ("TPD") and not all SAP Software and third party software (excluding TPD) licensed under this Order Form or any other Order Form under the Agreement ("SW") is licensed for Use with the TPD, the "Deployment & Communications Rights and Restrictions" provisions of the SUR shall apply to all SW licensed under the Agreement.

[SIGNATURE PAGE FOLLOWS]

6. **VALIDITY OF OFFER:** The validity of this offer will expire on **November 30, 2018**, unless ^{3 of 6 B} sooner executed by Licensee, or extended in writing by SAP.

Accepted By:

SAP Public Services, Inc.

(SAP)

Accepted By:

San Diego Unified Port District

(Licensee)

Name: Jonathan Miller

Title:

Date:

Name: David Catalino

Title: Deputy General Counsel

Date:

Name: Jonathan Coffey

Title:

Date:

Schedule 1 to Order Form	
Customer Name	San Diego Unified Port District
Net License Fee	34,125.00 USD
Support Type	SAP Enterprise Support
Support Percent %	22.00%
BSI Support Percent %	N/A
Maintenance Base	34,125.00 USD
Annual Support Fee	7,507.50 USD

Software Licensed						
Product	TPP	SAV	License Metric	Blocks of (units)	License Quantity	Net License Fee
SAP Single Sign-On		X	Users	50	13	34,125.00

Legend:
TPP- Third Party Product: 'X' indicates the software product is a Third Party Product licensed from SAP
SAV–SAP Application Value: "X" indicates that the product is part of the SAP application value and thus relevant for runtime databases licensed by SAP.

Certificate Of Completion

Envelope Id: C3291DCD86814A258F61E7992F5A6B6D	Status: Sent
Subject: Please DocuSign: San Diego Unified Port District - Order Form 13 (SAP OP) v2	
CASE_ID: 003060981109	
CASE_GUID: 901B0E6331F11ED8AAF8D898FB0C00D6	
Source Envelope:	
Document Pages: 4	Signatures: 0
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Nicolás Diamanti
Time Zone: (UTC+01:00) Amsterdam, Berlin, Bern, Rome, Stockholm, Vienna	Dietmar-Hopp-Allee 16
	Walldorf, 69190
	n.diamanti@sap.com
	IP Address: 155.56.68.218

Record Tracking

Status: Original	Holder: Nicolás Diamanti	Location: DocuSign
29 October 2018 21:36	n.diamanti@sap.com	

Signer Events

Signature	Timestamp
David Catalino dcatalin@portofsandiego.org Deputy General Counsel Security Level: Email, Account Authentication (None)	Sent: 29 October 2018 21:41
Electronic Record and Signature Disclosure: Not Offered via DocuSign	

Jonathan Coffey
kcoffey@portofsandiego.org
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Nicolás Diamanti
n.diamanti@sap.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jonathan Miller
jonathan.miller01@sap.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
Romero San Agustin rsanagus@portofsandiego.org Security Level: Email, Account Authentication (None)	<div>VIEWED</div> Using IP Address: 207.215.153.162	Sent: 29 October 2018 21:40 6 of 6 B Viewed: 29 October 2018 21:41

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Office of the District Clerk ODCDocuSign@portofsandiego.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	29 October 2018 21:41

Payment Events	Status	Timestamps
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