

Schedule 1 : General Order Form

CUSTOMER

Item 1 Name of Customer

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Customer's full legal name:	TECHNICAL AND FURTHER EDUCATION COMMISSION (ABN 89 755 348 137)

Item 2 Service Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Customer's service/delivery address:	

Item 3 Customer's Representative

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Representatives (clause 23.1)	
Specify an employee who is the Customer's Authorised Representative:	

CONTRACTOR

Item 4 Name of Contractor

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Contractor's full legal name:	SAP Australia Pty Ltd (ABN 26 003 682 504)

Item 5 Service Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Contractor's service/delivery address:	

Item 6 Contractor's Representative

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Representatives (clause 23.1)	
Specify an employee who is the Contractor's Authorised Representative:	

Item 7 Head Agreement

This Item 7 must be completed when the Customer Contract is entered into under a Head Agreement.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.1)	
Specify the Head Agreement number:	Not Applicable
Specify the Head Agreement title:	
Specify the Term of the Head Agreement: Start Date: End Date: If the Term of the Head Agreement has expired the Customer must obtain the Contract Authority's approval to enter into a further Customer Contract, and this approval should be attached to this General Order Form.	
Insurance (clause 16.2)	
Specify the insurances required under the Head Agreement:	Not Applicable
The default insurance requirement under the Head Agreement is public liability insurance with an indemnity of at least \$10,000,000 in respect of each claim for the period of cover. Specify any higher limit of cover that is required by the Head Agreement:	Not Applicable
The default insurance requirement under the Head Agreement is product liability insurance with an indemnity of at least \$10,000,000 for the total aggregate liability for all claims for the period of cover. Specify any higher limit that is required by the Head Agreement:	Not Applicable
Specify if professional indemnity/errors and omissions insurance was required under the Head Agreement. If so, the default insurance requirement is for a limit of cover of \$1,000,000 in respect of the total aggregate liability for all claims for the period of cover. Specify any higher limit that is required by the Head Agreement:	Not Applicable

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Workers' compensation insurance in accordance with applicable legislation:	Not Applicable
Specify any other type of insurance required under the Head Agreement and the specified amount:	Not Applicable
Performance Guarantee (clause 17.1)	
Specify if the Contractor was required to provide a Performance Guarantee under the Head Agreement:	Not Applicable

Item 8 Modules that form part of the Customer Contract

Formation (clause 3.8(a))

Indicate, by marking with an X, the Modules that apply

Module 1 – Hardware Acquisition and Installation	☐	Module 11 – Telecommunications as a Service	☐
Module 2 – Hardware Maintenance and Support Services	☐	Module 12 – Managed Services	☐
Module 3 – Licensed Software	☐	Module 13 – Systems Integration	☐
Module 4 – Development Services	☐	Module 13A – Major Project Systems Integration Services	☐
Module 5 – Software Support Services	☐		
Module 6 – Contractor Services	☐		
Module 7 – Professional Services	☒		
Module 8 – Training Services	☐		
Module 9 – Data Migration	☐		
Module 10 – As a Service	☐		

Item 9 Schedules that form part of the Customer Contract in addition to the General Order Form

Formation (clause 3.8(b))

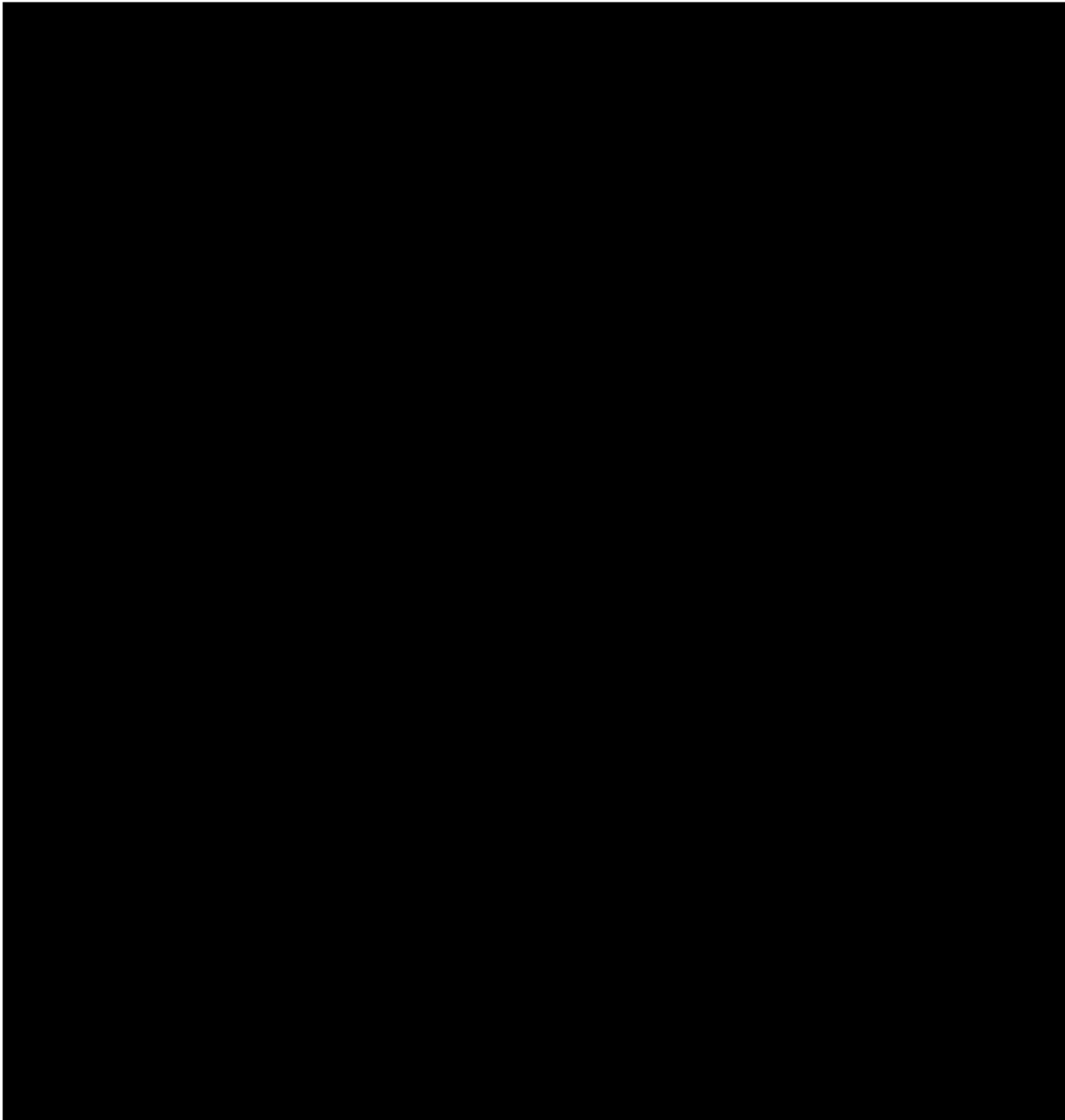
Indicate, by marking with an X, the Schedules that apply

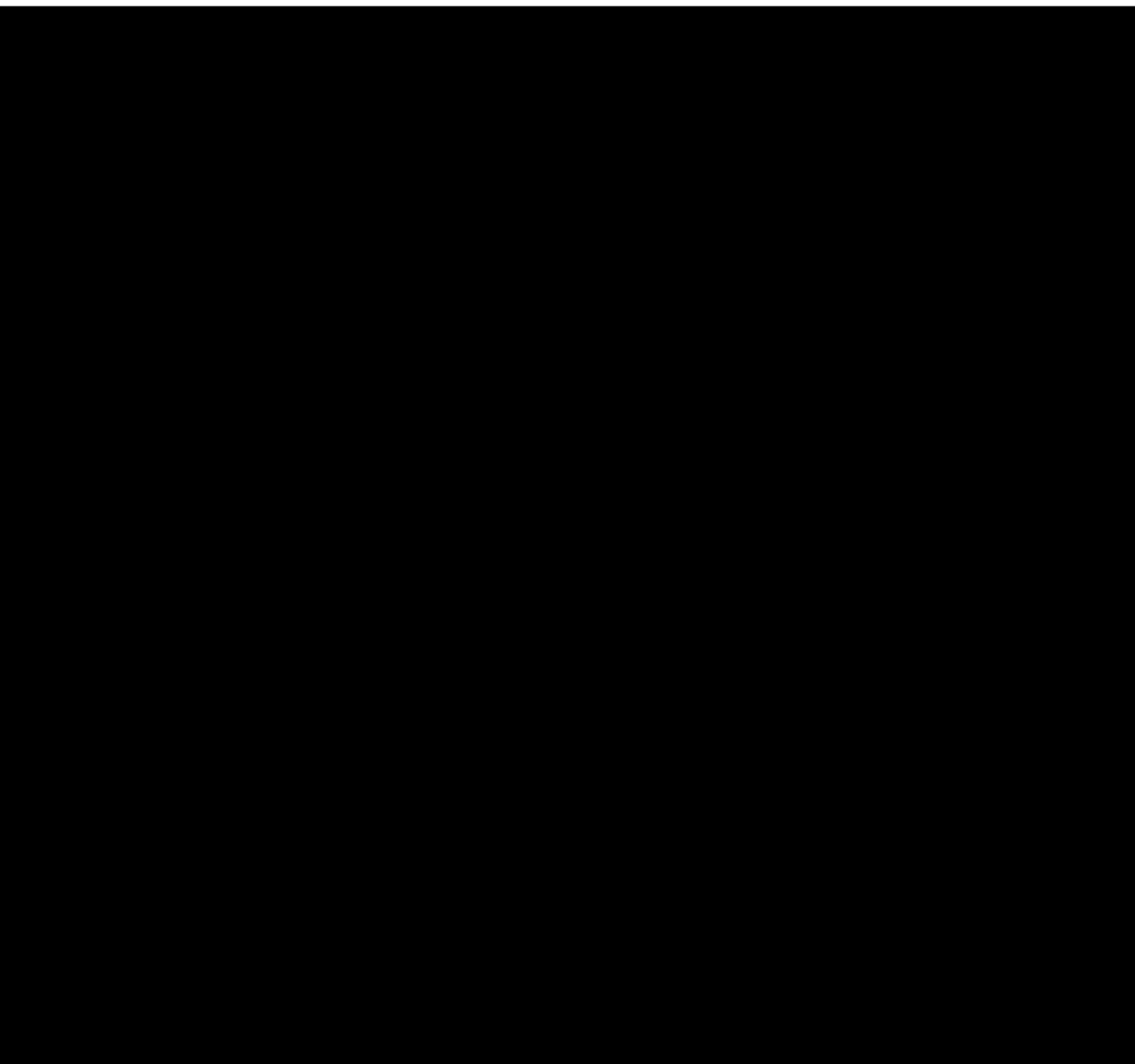
Schedule 1 – General Order Form	Applies	Schedule 7 – Statutory Declaration - Subcontractor	☐
Schedule 2 – Agreement Documents	☒	Schedule 8 – Deed of Confidentiality	☐
Schedule 3 – Service Level Agreement	☐	Schedule 9 – Performance Guarantee	☐
Schedule 4 – Variation Procedures	☒	Schedule 10 – Financial Security	☐
Schedule 5 – Escrow Deed	☐	Schedule 11 – Dispute Resolution Procedures	☒
Schedule 6 – Deed Poll – Approved Agents	☐	Schedule 12 – Project Implementation and Payment Plan	☐

Item 10 Contract Period

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contract Period (Clause 2.4)	
Specify the Commencement Date if it is not the date when the Customer and the Contractor sign the Customer Contract:	The Commencement Date of the Services being performed under this Contract is 1st July 2025
Specify the end of the Contract Period:	10 April 2026 or when the scoped services in the Attachment 1 – Scope Document) has been completed, whichever happens latest.
Specify any period of extension of the Contract Period in days/weeks/years:	No extension of the Contract Period.

Item 11 Common Details





Item 12 Delivery Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Delivery (clause 5.1)	
Specify the address of the Site where delivery is to be made:	
Specify any delivery instructions:	Not Applicable
Specify the hours during which delivery may be made to the Site:	

Item 13 Contract Specifications

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
If the Contract Specifications are the User Documentation leave this Item blank. If the Contract Specifications comprise other documents, list those documents in order of priority:	In accordance with the terms of Attachment 1 – Scope Document
System (clauses 5.11 and 9.3)	
Specify whether the Products and Services comprise a System.	Not Applicable. The Services do not comprise a System.

Item 14 Payment

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Payment (clauses 11.1 and 11.2)	
Invoicing (clauses 11.7 and 11.9)	
Specify the Customer's officer to receive invoices:	Invoice to be submitted with corresponding PO number noted on invoice to email address
Specify address to which invoices should be sent:	
Specify the number of days from receipt of a Correctly Rendered Invoice that the Customer must make payment. If this Item is not completed, the Customer must pay the Contractor within 30 days from receipt of a Correctly Rendered Invoice.	
Specify when the Contract Price must be paid: E.g. if the earlier Price is to be paid on delivery, insert "The Contract Price is due on delivery". If payment is to be made on more than one occasion then consider using a PIPP under Item 20.	
Specify whether the Contract Price is fixed: E.g. does the unit Price per item vary for inflation or other factors? If so, specify the calculation for Price variations:	As set out in Item 11 (Common Details) which consists of Attachment 1 – Scope Document which is fixed price

Item 15 User Documentation

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
User Documentation (clause 5.4(b))	
Specify the Price of any additional copies of the User Documentation:	Not Applicable

Item 16 Management Committee

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Management Committee (clause 6.4)	
List the name/s of the Contractor's project manager, officers or other relevant persons who will sit on the management committee:	Not Applicable
Management Committee (clause 6.6)	
Specify the function to be performed by the management committee:	Not Applicable
List the name/s of the Customer's project manager, officers or other relevant persons who will sit on the management committee:	Not Applicable
Management Committee (clause 6.8)	
Specify the details, including the contents of the progress report to be submitted to the Customer's project manager:	Not Applicable
Specify any other details:	Not Applicable

Item 17 Performance Review Procedures

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Performance Reviews (clause 6.10)	
Specify if a service and performance review/s of the Contractor's performance of the Customer Contract is to apply:	Not Applicable
Specify any specific time intervals for service and performance reviews:	Not Applicable

Item 18 Site Preparation and Maintenance

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Site Specifications (clause 6.12)	
Specify: • Site location; and • whether a Site Specification is required.	Not Applicable
Access to Customer's Site (clause 7.1(b))	
Specify any other requirements in relation to the Site access:	Not Applicable
Specify any requirements for the preparation and maintenance of the Site:	Not Applicable

Item 19 Implementation Planning Study

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Implementation Planning Study (clauses 6.14 to 6.16)	
Specify if the Contractor must provide an implementation planning study:	Not Applicable
Specify the implementation planning study objectives and time for provision of study:	Not Applicable
Date for delivery of the implementation planning study to the Customer:	Not Applicable
Specify if the implementation planning study need to undergo Acceptance Tests in accordance with clause 10.1(b):	Not Applicable

Item 20 Project Implementation and Payment Plan (PIPP) and Staged Implementation

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Project Schedule (clause 6.17)	
Invoicing (clause 11.7)	
Specify if a PIPP has been created. If so, identify the document in this Item and attach as an Annex to this General Order Form: E.g. the PIPP is in a document "PIPP v1_1 27/10/11" and Annexure 1 to the Customer Contract.	There is no PIPP
Staged Implementation (clause 6.20)	
Specify if there is to be Staged Implementation: If so, details of the Deliverables that comprise each Stage must be stated in the PIPP together with the period during which the Customer must give written notice to move to the next Stage (if greater than 10 Business Days):	Not Applicable

Item 21 Liquidated Damages

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Liquidated Damages (clauses 6.28 to 6.34)	
Specify if Liquidated Damages (LDs) will apply:	No
Specify the Milestones which are LD Obligations:	Not Applicable
Specify the Due Date for completion of each LD Obligation:	Not Applicable

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify the calculation and amount of LDs for each LD obligation:	Not Applicable
Specify the maximum number of days LDs are to be paid for each LD obligation:	Not Applicable

Item 22 Customer Supplied Items (CSI) and Customer Assistance

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Customer Supplied Items (CSI) (clause 6.36)	
Specify each CSI to be provided by the Customer: CSI may be: - office access, desks etc (specify location, standards, times of access); - Hardware or software (specify equipment, capacity, versions of software and dates of availability); - VPN access or other remote access (specify capacity and hours available). [Note: details of any Customer Personnel should be specified in Item 26].	In accordance with the terms of Attachment 1 – Scope Document
Specify if any CSI must be covered by support and maintenance contracts including the period of cover, the Contractor's rights of access to any third party support help desk, the hours and service levels to which support and maintenance must be available to the Contractor:	In accordance with the terms of Attachment 1 – Scope Document
Specify the times when each CSI is to be provided:	Not Applicable
Specify any requirements to attach to any CSI: E.g. any standards that the CSI must meet.	Not Applicable
Specify if the Contractor must conduct any verification checks of CSI's to ensure they are satisfactory:	Nil
If so, specify the verification check process for each CSI: Include: - a process to manage satisfactory and unsatisfactory verification checks; - a process to manage 'reissued' CSI's; - a process to manage repeat CSI verification checks:	Nil

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
- a process to manage 'draft' or 'incomplete' and 'updated' CSI's; - a process to manage rejected CSI's; - a process to manage previously satisfactory CSI which becomes defective; - a list of required verification check forms and/or registers and a corresponding data entry process; - a list of Customer and Contractor nominee/s for responsibility to undertake verification checks;	
Specify any amount payable by the Contractor to the Customer for any item of CSI:	Nil
Customer Assistance (clause 6.41)	
Specify the instructions, information, data, documents, specifications, plans, drawings and other materials that must be provided by the Customer to the Contractor:	In accordance with the terms of Attachment 1 – Scope Document

Item 23 Escrow

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Escrow (clause 6.42)	
Specify if an escrow arrangement is required:	No
Specify the parties to the escrow arrangement:	Nil
Specify the time for the escrow arrangement to endure:	Nil

Item 24 Business Contingency Plan

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Business Contingency (clauses 6.45 to 6.47)	
Specify if a Business Contingency Plan is required:	No
Specify when the Business Contingency Plan is required:	Nil
Specify any information to be included in the Business Contingency Plan including the business contingency services required and the period of the services:	Nil
Specify the periods that the Business Contingency Plan must be reviewed, updated by the Contractor:	Nil

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify the time periods that the Contractor is to test the operability of the Business Contingency Plan:	Nil

Item 25A Transfer of Records outside NSW - Customer Data

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Customer Data (clause 7.5)	
Specify whether any State Records will be transferred to the Contractor's possession under the Customer Contract. If yes, Customer to state whether consent is provided to transfer State Records outside the jurisdiction of New South Wales. If consent is granted, Customer to specify: - the jurisdiction(s) for which consent is granted - the conditions on which such consent is granted. [Note: Clause 7.5 of the Customer Contract requires that the Contractor must not transfer, take or send Customer Data which is a State Records without the Customer's prior written consent.]	Not applicable. No State Records will be transferred to the Contractor's possession under the Customer Contract.

Item 25B Transfer of Records outside NSW – Personal Information

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Privacy (clause 15)	
Customer to specify whether consent is provided to transfer Personal Information outside the jurisdiction of New South Wales. If consent is granted, Customer to specify: - the jurisdiction(s) for which consent is granted - the conditions on which such consent is granted. [Note: Clause 15.1(h) of the Customer Contract requires that the Contractor must not transfer, take or send Customer Data which is a State Records without the Customer's prior written consent.]	The Customer will not provide or grant access to, and the Contractor will not request the Customer to provide any Personal Information other than BCI. "BCI" means business contact information of the Customer including its Personnel, for example, name, business, telephone, address, email, and user ID for business dealings with them. Customer consent is provided to the Contractor to transfer Personal Information that is BCI outside the jurisdiction of New South Wales for the sole purpose of performing its obligations under this Customer Contract. The Customer agrees that the Contractor may disclose Personal Information to other the Contractor's affiliates or third party subprocessors solely in order to enable the Contractor to meet its obligations under this Customer Contract and in accordance with the Data Processing Agreement for SAP Support and Professional Services. To be clear, the Contractor is responsible for the acts or

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	omissions of such other Affiliates or third-party subprocessors.

Item 25 Secrecy and Security

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Access to Customer's Site (clause 7.11)	
Specify any secrecy or security requirements that the Contractor and its Personnel must comply with: E.g. insert a reference to any document that includes a security requirement.	As set out in the Contract Specifications and notified by the Customer to the Contractor through the Contractor Personnel's on-boarding packs.
Timeframes for response to a Security Issue	
Specify whether Customer agrees to any alternate timeframe for: - Notification of actual, alleged or suspected security breach (clause 7.12(a)) [Note: default is immediate notification] - Investigation of Security Issue (clause 7.12(b)) [Note: default is within 48 hours from notification] - Remedy the Security Breach (clause 7.12(c)). [Note: the default is within 24 hours from conclusion of investigation].	
Any alternate timeframes agreed to in this General Order Form must: - be approved by the Customer's Chief Information Officer; and - comply with the NSW Cyber Security Policy, NSW Cyber Security Incident Emergency Sub Plan from https://www.emergency.nsw.gov.au/Documents/plans/sub-plans/cyber-security-incident-sub-plan.pdf, NSW Government Cloud Policy and all other applicable NSW Government policies; - comply with applicable security standards; and - comply with the Customer's Information Security Management System and other Customer security and policy requirements including incident notification requirements.	The Customer has obtained the approval of its Chief Information Officer to agree the following process to respond to a Security Issue: - conduct an investigation into the Security Issue; - notify the Customer as soon as possible, but no longer than 3 Business Days of any Security Issue; and - keep the Customer reasonably informed about the investigation, any finding and plan to remedy.

Item 26 Customer's Personnel

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Personnel General (clause 8.5)	
Specify the Customer's Personnel who will be available to work with the Contractor and their roles and responsibilities: Also specify the times and duration of their involvement as well as their authority levels:	In accordance with the terms of Attachment 1 – Scope Document

Item 27 Specified Personnel

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specified Personnel (clause 8.8)	
Specify the identity and roles and responsibilities of any of the Contractor's Specified Personnel:	In accordance with the terms of Attachment 1 – Scope Document

Item 28 Subcontractors

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Agents and Subcontractors (clause 8.17)	
Specify which subcontractors are required to provide a Statutory Declaration - Subcontractor, substantially in the form of Schedule 7:	Not Applicable

Item 29 Quality Standard Accreditation

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contractor Warranties (clause 9.1(h))	
Specify any quality standard accreditation arrangements the Contractor must hold during the Contract Period:	Not Applicable

Item 30 Contractor's Compliance with Standards, Codes and Laws

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contractor Warranties (clause 9.1(g))	
Specify any laws (other than Statutory Requirements) the Contractor is to comply with:	Not Applicable
Specify any codes, policies, guidelines or standards the Contractor is to comply with:	As set out in the Contract Specifications and notified by the Customer to the Contractor through the Contractor Personnel's on-boarding packs.

Item 31 Customer's Compliance with Standards, Codes and Laws

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Customer Warranties (clause 9.4(h))	
Specify any laws (other than Statutory Requirements) the Customer is to comply with:	Not Applicable
Specify any codes, policies, guidelines or standards the Customer is to comply with:	Not Applicable

Item 32 Acceptance Testing

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Part 3 Dictionary (clauses 1.2 to 1.5)	
Acceptance Test Notification Period is the period from the end of the Acceptance Test Period, within which the Customer must provide to the Contractor written notice of the result of the Acceptance Test. Specify this period: If no period is specified, the period is 2 Business Days:	Not Applicable
Acceptance Test Data is the data that is provided by the Customer, and agreed by the Contractor that reflects the data the Customer will use in the Deliverable, that is to be used for Acceptance Testing. Specify the Acceptance Test Data:	Not Applicable
Acceptance Test Period is the period for the performance of any Acceptance Tests for any Deliverable. Specify this period: If no period is specified, the period is 10 Business Days from the date of delivery of the Deliverable to the Customer.	Not Applicable
Acceptance (clause 10.1)	
For each Deliverable, specify whether each Deliverable is to undergo Acceptance Testing: If not, the Deliverable will be Accepted under clause 10.1(a)	Not Applicable
If a Deliverable is not to undergo Acceptance Tests, specify the period required following delivery of the Deliverable as required by the Order Documents when the Actual Acceptance Date for a Deliverable occurs: If no period is specified, then the period is 2 Business Days.	Not Applicable
Conducting Acceptance Tests (clause 10.3)	

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
For each Deliverable that is to undergo Acceptance Tests, specify details of the Acceptance Testing requirements:	Not Applicable
Specify the identification of the Deliverables or part of the Deliverables to be tested:	Not Applicable
Specify the allocation of each Party's responsibilities in relation to testing, including the Party responsible for conducting the Acceptance Tests:	Not Applicable
Specify which Party is to provide the test environment, including hardware, software, power, consumables and other resources and when the environment and resources must be ready for use:	Not Applicable
Specify the methodology and process for conducting Acceptance Tests:	Not Applicable
Specify the scheduling of Acceptance Tests including the Acceptance Test Period and the Acceptance Test Notification Period:	Not Applicable
Specify the Acceptance Criteria used to test whether the Deliverable meets the Contract Specification and other requirements of the Customer Contract:	Not Applicable
Specify the Acceptance Test Data required:	Not Applicable
If an Acceptance Test document has been created that addresses the above points it can be attached to the General Order Form by identifying the document here:	Not Applicable

Item 33 Credit/Debit Card

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Payment (clause 11.3)	
Specify any credit/ debit card or electronic facility that the Customer may use to pay the Contractor:	Not Applicable
Specify any fee that is applicable for payment by credit/debit card	Not Applicable

Item 34 Intellectual Property

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Existing Material (clauses 13.7, 13.9 and 13.10)	

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify any terms and condition applicable for granting a licence for Existing Material owned by a third party:	Nil
If a perpetual and irrevocable licence to use certain Existing Material cannot be provided (for example because it is licensed under subscription for a defined period), specify: - the duration of the licence to use that Existing Material and/or - the terms on which the licence may be revoked.	Not Applicable
Specify any fees to be charged for any licence to use any of Contractor's Existing Materials:	Nil
Customer Owned New Material (clause 13.11)	
Specify whether clause 13.11 applies ie. whether the Customer owns any New Material. If so, specify: - which items of New Material are Customer Owned New Material; and - whether the Contractor is granted any licence by the Customer to use the Customer Owned New Material, and if so, what licence terms apply to the Contractor's use of the Customer Owned New Material. If clause 13.11 does not apply, state "Not applicable".	Not Applicable

Item 35 Confidentiality

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Confidentiality (clause 14.4)	
Specify if the Contractor must arrange for its Subcontractors to execute a Deed of Confidentiality substantially in the form of Schedule 8- Deed of Confidentiality:	Not Applicable

Item 36 Insurance Requirements

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Insurance (clause 16.7)	
Level of indemnity of public liability insurance in respect of each claim for the period of cover.	

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
The default requirement in the Customer Contract is \$10,000,000 [Only specify if a higher limit of cover that is required by the Customer Contract:]	
Level of indemnity of product liability insurance for the total aggregate liability for all claims for the period of cover. The default requirement in the Customer Contract is \$10,000,000 [Only specify if any higher limit of cover that is required by the Customer Contract:]	
If Services are being provided under the Customer Contract the default level of indemnity of professional indemnity insurance for the total aggregate liability for all claims for the period of cover is \$1,000,000 [Only specify is a higher limit that is required by the Customer Contract:]	Not Applicable
Specify any additional insurance that the Contractor is to hold, including the type of insurance, the term of the insurance and the amount of the insurance:	

Item 37 Performance Guarantee

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Performance Guarantee (clause 17.2)	
Specify if the Contractor must arrange for a guarantor to enter into a Performance Guarantee:	Not Applicable
Specify the date by which the Performance Guarantee must be provided to the Customer. If no date is specified the Contractor must provide the Performance Guarantee to the Customer within 30 days of the Commencement Date.	Not Applicable

Item 38 Financial Security

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Financial Security (clause 17.4)	
Specify if the Contractor must provide a Financial Security: If so, specify the amount of the Financial Security:	Not Applicable
Specify the date by which the Financial Security must be provided to the Customer: If no date is specified, the Contractor must provide the Financial Security within 14	Not Applicable

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
days of the Commencement Date.	

Item 39 Limitation of Liability

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Limitation of Liability (clause 18)	
If the Parties cannot agree the amount that is legally payable under the Customer Contract for the: • Non-Recurring Service or Product; and/or • Short Term Recurring Service (as applicable) insert the amount that the Parties agree is the best estimate of the Contract Value for the relevant item (the Estimated Contract Price). Note: It may be necessary to separately identify the amounts payable under a single Customer Contract into separate amounts that are attributable to each of the different types of Product/ Service. (See the definition of Contract Value in Part 3)	Refer to alternative cap provided below.
If Services are being provided under any of the following Modules: • Module 6 – Contractor Services; • Module 7 – Professional Services; or • Module 8 – Training Services, specify whether the Parties regard the relevant Services as being: • the supply of a service of the same type on a periodic basis, and so are to be classified as Recurring Services for the purpose of the limitation of liability; or • provided in respect of a specific project where the Contractor has been engaged by a Customer to produce, create or deliver a specified outcome or solution that may be subject to Acceptance Testing, in which case the Services are to be classified as Non-Recurring Services for the purpose of the limitation of liability. (See definition of Non-Recurring Services and Recurring Services in Part 3)	Refer to alternative cap provided below. The Services performed under this Customer Contract are Non-Recurring Services.
Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify the alternative cap of liability (clause 18.3):	Not Applicable. Refer to Item 43 (Additional Conditions).

Item 40A Audit

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Reporting (clause 21.1)	
Specify the reports required, (if any), the time for provision and the agreed format:	Not Applicable

Item 40A Audit

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Alternative Audit Mechanism (clause 23.11)	
If the default audit provisions of clause 23.5-23.8 are to apply, state "Not Applicable". If an alternative audit mechanism is agreed by the Customer and Contractor, specify the terms of such alternate audit including the Contractor's obligations to be audited. Note: Any alternate audit mechanism must address compliance with the Contractor's Customer Data, security and privacy obligations and such other obligations required by the Customer and reasonably agreed by the Contractor.	[REDACTED]

Item 42 Termination for Convenience

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Termination for Convenience by the Customer (clause 25.4)	
Specify whether an amount is payable under clause 25.4(b) if the Customer exercises its right of termination for convenience under clause 25.3, and if so, specify that amount:	Not applicable. Refer to Item 43 (Additional Conditions).

Item 43 Additional Conditions

[illegible]

Insurance

SIGNED AS AN AGREEMENT

Signed for and on behalf of [insert name of Customer]

TECHNICAL AND FURTHER EDUCATION COMMISSION (ABN 89 755 348 137)

By [insert name of Customer's Representative] but not so as to incur personal liability

Signature of Customer Representative

Print name

Date

Signed for and on behalf of [insert Contractor's name and ACN/ABN]

SAP Australia Pty Ltd (ABN 26 003 682 504)

Signature of Authorised Signatory

Print name

Date

Schedule 2: Agreement Documents

Itemise all documentation (including any supplemental terms and conditions agreed to by the Customer, accepted tenders, offers or quotes from the Contractor, and any letter of acceptance or award issued by the Customer) between the Customer and the Contractor. All such documentation must be itemised in this Schedule 2 and listed below in descending date order (i.e. the latest document is listed first.)

Document	Date of Document
Attachment 1 - Scope Document 1 as attached to Module 7	The date of this Customer Contract
Attachment 2 – Data Processing Agreement for Cloud Services, SAP Support and SAP Services enGLOBAL.v.10-2024	The date of this Customer Contract

Schedule 3: Variation Procedures

Procedures

1.1.1. Each request or recommendation for a change to the PIPP or any part of the Customer Contract must be submitted in a form substantially similar to the Change Request form attached to this Schedule.

1.1.2. For each draft Change Request submitted:

the Customer must allocate it with a sequential number; and

the draft Change Request must be logged and its progress documented by recording its status from time to time by the Contractor as follows:

- (i) requested;
- (ii) under evaluation;
- (iii) awaiting authorisation;
- (iv) cancelled;
- (v) pending
- (vi) approved/authorised;
- (vii) expired;
- (viii) in progress;
- (ix) applied;
- (x) delivered;
- (xi) accepted.

1.1.3. The Party receiving the draft Change Request must within 5 Business Days of receipt (or such longer period set out in the Change Request):

request further information; or

provide written notification to the other Party of its approval or rejection of the Change Request.

1.1.4. If the Customer submits a draft Change Request to the Contractor, and the Contractor believes that there is more than 1 Business Day's work involved in the evaluation of the Change Request, then prior to commencing work on evaluating the draft Change Request the Contractor may request that the Customer pays for the work involved to evaluate the draft Change Request. The Customer may then either revise the draft Change Request to require less than 1 Business Day's work to evaluate it or agree to pay for the Contractor's work to evaluate the Change Request in an amount agreed by the Parties, or in absence of agreement, at the Contractor's then current commercial rates.

1.1.5. If the Customer Contract has been entered into under a Head Agreement, and the Change Request seeks to vary any terms or conditions of the Customer Contract,

including a Protected Clause and the Customer approves of the Change Request, the Customer must submit the Change Request to the Contract Authority and the Secretary of the New South Wales Department of Customer Service, for approval immediately after it has notified the Contractor that it approves the Change Request.

Status

- 1.1.6. A Change Request is binding on the Parties only when both Parties have signed it. Once signed by both parties the Change Request updates the Customer Contract in accordance with the terms of the Change Request. The Contractor must not implement any draft Change Request until the Customer has signed the Change Request form.

2. Change Request Form

CHANGE REQUEST BRIEF DETAILS

Change Request Number		Insert Change Request Number (supplied by the Customer)
Date of Change Request		Insert date of draft Change Request
Originator of need for Change Request		Customer or Contractor
Proposed Implementation Date of Change		Insert proposed date of implementation
Date of expiry of validity of Change Request		Insert validity expiry date. The Change Request is invalid after this date.
Contractor's estimated time and cost of evaluation		Insert estimated time and cost of evaluation
Amount agreed to be paid to the Contractor for evaluating the draft Change Request, if any (This applies only if the Customer is the Party that originated the need for a Change Request; and the Contractor estimates the cost of evaluating and drafting the Change Request exceeds 2 Business Days)		Insert amount to be paid to the Contractor for evaluating the draft Change Request

CHANGE REQUEST HISTORY LOG

Change Request Version History			
Date	Issue Version	Status/Reason for New Issue	Author
Insert date	Insert version	Insert status/reason	Insert author

DETAILS OF CHANGE REQUEST

Summary

[Insert a summary of the changes, if required]

SCOPE

[Insert changes to the scope of Products to be provided and/or any Services, including any extensions to the Contract Period.]

EFFECT OF CHANGE ON CONTRACT SPECIFICATION

[Insert any changes to the Contract Specification]

EFFECT OF CHANGE ON PROJECT TIMETABLE

[Insert changes to the project timetable]

New PIPP (annexed)

[Annex new PIPP if required]

EFFECT OF CHANGE ON CHARGES AND TIMING OF PAYMENT

[Insert new charges and the timing of payment into the new PIPP]

CHANGES TO CSI

[Insert any changes to the CSI]

CHANGES TO CUSTOMER PERSONNEL

[Insert any changes to the Customer's Personnel]

CHANGES TO CUSTOMER ASSISTANCE

[Insert any changes to the Customer's Assistance]

PLAN FOR IMPLEMENTING THE CHANGE

[insert the plan for implementing the change – if any.]

THE RESPONSIBILITIES OF THE PARTIES FOR IMPLEMENTING THE CHANGE

[Insert the responsibilities of the respective Parties for implementing the change – if any.]

Responsibilities of the Contractor

[Insert the responsibilities of the Contractor for implementing the change – if any.]

Responsibilities of the Customer

[insert the responsibilities of the Customer for implementing the change – if any.]

EFFECT ON ACCEPTANCE TESTING OF ANY DELIVERABLE

[Insert if there will be any effect on the Acceptance Testing of any Deliverable – or alternatively insert None.]

EFFECT OF CHANGE ON PERFORMANCE OF ANY DELIVERABLE

[Insert if there will be any effect on performance of any Deliverable – or alternatively insert None.]

EFFECT ON USERS OF THE SYSTEM/SOLUTION

[Insert if there will be any effect on users of the system/solution – or alternatively insert None.]

EFFECT OF CHANGE ON DOCUMENTATION DELIVERABLES

Changes will be required to the following documents:

[Add any other documents which may be affected.]

EFFECT ON TRAINING

Insert if there will be an effect on training or alternatively insert None.]

ANY OTHER MATTERS WHICH THE PARTIES CONSIDER IMPORTANT

[insert if there are any other matters.]

ASSUMPTIONS

The plan for implementing the changes outlined in this Change Request is based on the assumptions listed below:

[Insert any assumptions. If none then this section will be deleted].

If the assumptions are or become untrue, the Parties will address the effect of this through a subsequent Change Request.

LIST OF DOCUMENTS THAT FORM PART OF THIS CHANGE REQUEST

[Insert a list of the documents that form part of this Change Request]

CUSTOMER CONTRACT CLAUSES, SCHEDULES AFFECTED BY THE PROPOSAL ARE AS FOLLOWS:

[Insert amendments to clauses in the Customer Contract, relevant Schedules including Service Level Agreement]

Note that variations to any of the terms and conditions of the Procure IT Framework including the Protected Clauses require the Customer to obtain the prior written approval of the Contract Authority and the Secretary, New South Wales Department of Customer Service approval in accordance with directions and policies issued by the Board from time to time. (clause 26.2))

AUTHORISATION

The Contractor must not commence work on the Change Request until it is signed by both Parties. Once signed by both Parties, the Customer Contract is updated by this Change Request and any provisions of the Customer Contract that conflict with this Change Request are superseded.

SIGNED AS AN AGREEMENT

Signed for and on behalf of [insert name of Customer]

By [insert name of Customer's Representative] but not so as to incur personal liability

Signature of Customer Representative

Print name

Date

Signed for and on behalf of [insert Contractor's name and ACN/ABN]

Signature of Authorised Signatory

Print name

Date

Schedule 4: Dispute Resolution Procedures

Expert Determination

1.1.7. If a Referral Notice is submitted under clause 24.7 of the Customer Contract, the expert is to be agreed between the Parties. If they cannot agree within 28 days of the Referral Notice, the expert is to be nominated on the application of either Party by the Chief Executive Officer, Australian Disputes Centre of NSW.

1.1.8. The expert nominated must be a person who is an experienced Australian legal practitioner or a person with practical experience in the technology that is the subject matter of the dispute, unless otherwise agreed. The expert must not be:

an employee of the Parties;

a person who has been connected with this Customer Contract or has a conflict of interest, as the case maybe; or

a person who the Parties have not been able to agree on.

1.1.9. The expert may appoint any person that the expert believes will be able to provide the specialists skills that are necessary to make a determination, including an Australian legal practitioner. The expert must consult with both Parties prior to appointing such person.

1.1.10. When the person to be the expert has been agreed or nominated, the Customer, on behalf of both Parties, must engage the expert by letter of engagement (and provide a copy to the Contractor) setting out:

the issue referred to the expert for determination;

the expert's fees;

the procedure for the determination set out in this Schedule; and

any other matter which is relevant to the engagement.

Submissions

1.1.11. The procedure for submissions to the expert is as follows:

The Party that has referred the issue to expert determination must make a submission in respect of the issue, within 30 Business Days after the date of the letter of engagement referred to in clause 1.4.

The other Party must respond within 30 Business Days after receiving a copy of that submission. That response may include cross-claims.

The Party referred to in clause 2.1(a) may reply to the response, but must do so within 20 Business Days after receiving the response, and must not raise new matters.

The other Party may comment on the reply, but must do so within 20 Business Days after receiving the reply, and must not raise new matters.

The expert must ignore any submission, response, reply, or comment not made within the time given in this clause 2.1, unless the Customer and the Contractor agree otherwise.

The expert may request further information from either Party. The request must be in writing, with a time limit for the response. The expert must send a copy of the request and response to the other Party, and give the other Party a reasonable opportunity to comment on the response.

All submissions, responses, replies, requests and comments must be in writing. If a Party gives information to the expert, it must at the same time give a copy to the other Party.

Conference

- 1.1.12. The expert must arrange at least one conference with both Parties. The request must be in writing, setting out the matters to be discussed.**
- 1.1.13. Each Party is entitled to be represented at any preliminary conference before the expert by its legal representatives and other authorised representatives, with information and knowledge of the issues.**
- 1.1.14. The expert is not bound by the rules of evidence and may receive information in any manner the expert sees fit, but must observe the requirements of procedural fairness. Consultation between the expert and a Party must only take place in the presence of the other Party, unless a Party fails to attend a conference or meeting which has been convened by the expert and of which prior notice has been given. Any Party providing information to the expert must provide that information to the other Party.**
- 1.1.15. The Parties agree that such a conference is considered not to be a hearing that would give anything under this Schedule the character of arbitration.**
- 1.1.16. In answer to any issue referred to the expert by a Party, the other Party can raise any defence, set-off or counter-claim.**

Questions to be determined by the Expert

- 1.1.17. The expert must determine for each issue the following questions (to the extent that they are applicable to the issue):**

is there an event, act or omission that gives the claimant a right to compensation under the Customer Contract:

- (i) for damages for breach of the Customer Contract, or
- (ii) otherwise in law?

if so:

- (iii) what is the event, act or omission?
- (iv) on what date did the event, act or omission occur?
- (v) what is the legal right which gives rise to the liability to compensation?
- (vi) is that right extinguished, barred or reduced by any provision of the Customer Contract, estoppel, waiver, accord and satisfaction, set-off, cross-claim, or other legal right?

in the light of the answers to clause 1.4:

(vii) What compensation, if any, is due from one Party to the other and when did it fall due?

(viii) What interest, if any, is due when the expert determines that compensation?

1.1.18. The expert must determine for each issue any other questions required by the Parties, having regard to the nature of the issue.

1.1.19. The Parties must share equally the fees of the expert, any other costs associated with the process, including room hire expenses, transcript expenses and the like and the fees of any person appointed by the expert under clause 1.3 for the determination, and bear their own expenses.

1.1.20. If the expert determines that one Party must pay the other an amount exceeding the amount specified in General Order Form (calculating the amount without including interest on it and after allowing for set-offs), then either Party may commence litigation, but only within 56 days after receiving the determination.

1.1.21. Unless a Party has a right to commence litigation or otherwise resolve the dispute under the Customer Contract:

in the absence of a manifest error the Parties must treat each determination of the expert as final and binding and give effect to it; and

if the expert determines that one Party owes the other money, that Party must pay the money within 20 Business Days.

Role of Expert

1.1.22. The expert must:

act as an expert and not as an arbitrator, adjudicator or as expert witness;

make its determination on the basis of the submissions of the Parties, including documents and witness statements, and the expert's own expertise;

act impartially, free of bias and with no vested interest in the outcome of the dispute;

adopt procedures for the Expert Determination suitable to the circumstances of the dispute so as to provide for an expeditious cost effective and fair means for the determination of the dispute; and

issue a certificate in a form the expert considers appropriate, stating the expert's determination and giving reasons, within 45 Business Days after the receipt of the information in clause 2.1(d).

1.1.23. If a certificate issued by the expert contains a clerical mistake, an error arising from an accidental slip or omission, a material miscalculation of figures, a mistake in the description of any person, matter or thing, or a defect of form, then the expert must correct the certificate and give notice to the Parties of such correction.

Confidentiality

1.1.24. Each Party involved in the expert determination process, including the expert, the Parties, their advisors and representatives shall maintain the confidentiality of the expert determination process and may not use or disclose to anyone outside of the expert determination process, the expert's determination, or any information received

or obtained, in the course of the expert determination process, including the existence of that information, except to the extent:

the Parties have otherwise agreed in writing;

the information is already in the public domain;

disclosure is required to a Party's insurers, auditors, accountants or other professional advisers;

disclosure is required for the purposes of any legal proceedings relating to the dispute or the expert's determination; or

disclosure is otherwise required by law.

PROCURE IT VERSION 3.2

MODULE ORDER FORM

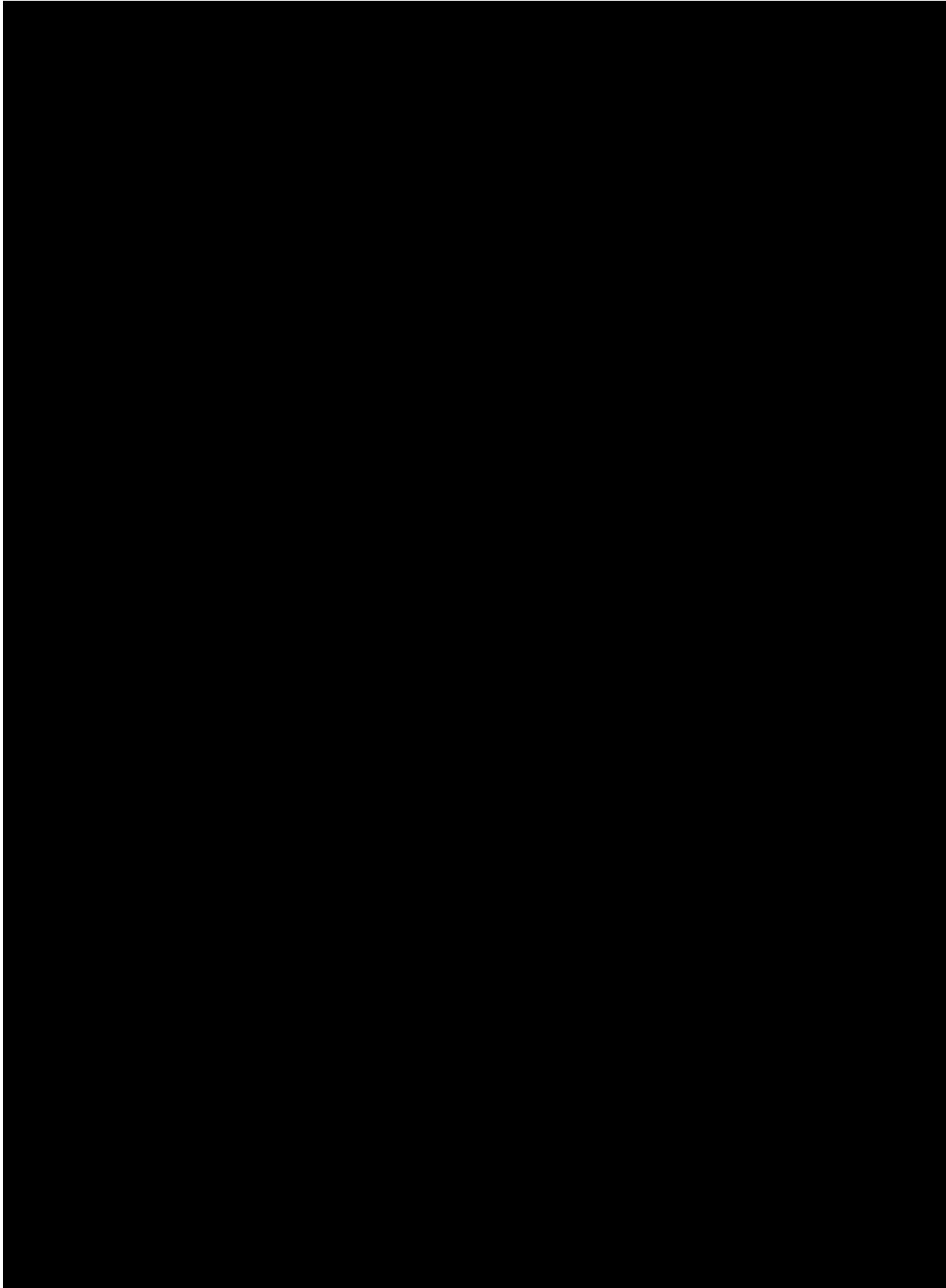
MODULE 7 – PROFESSIONAL SERVICES

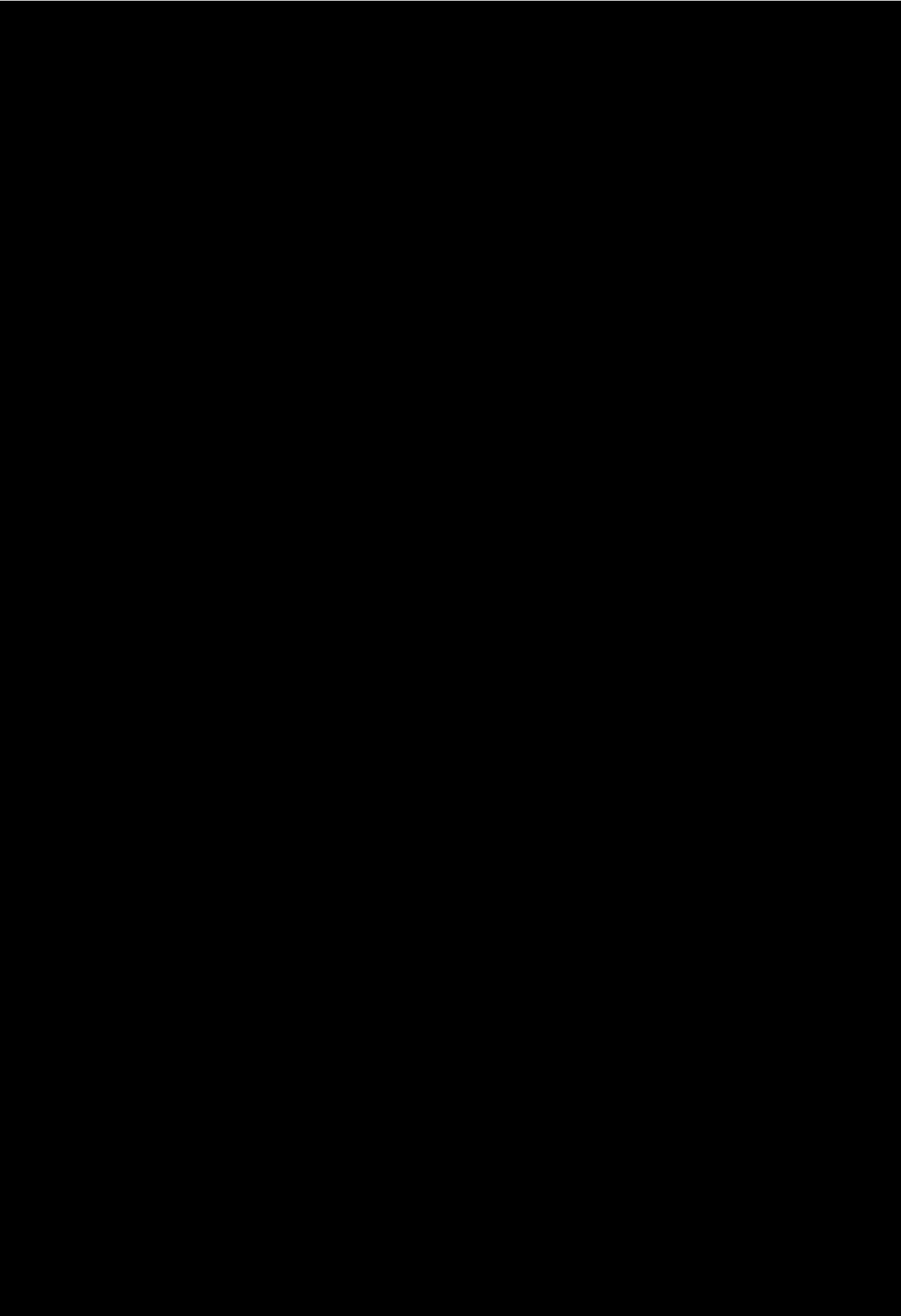
Details of Professional Services

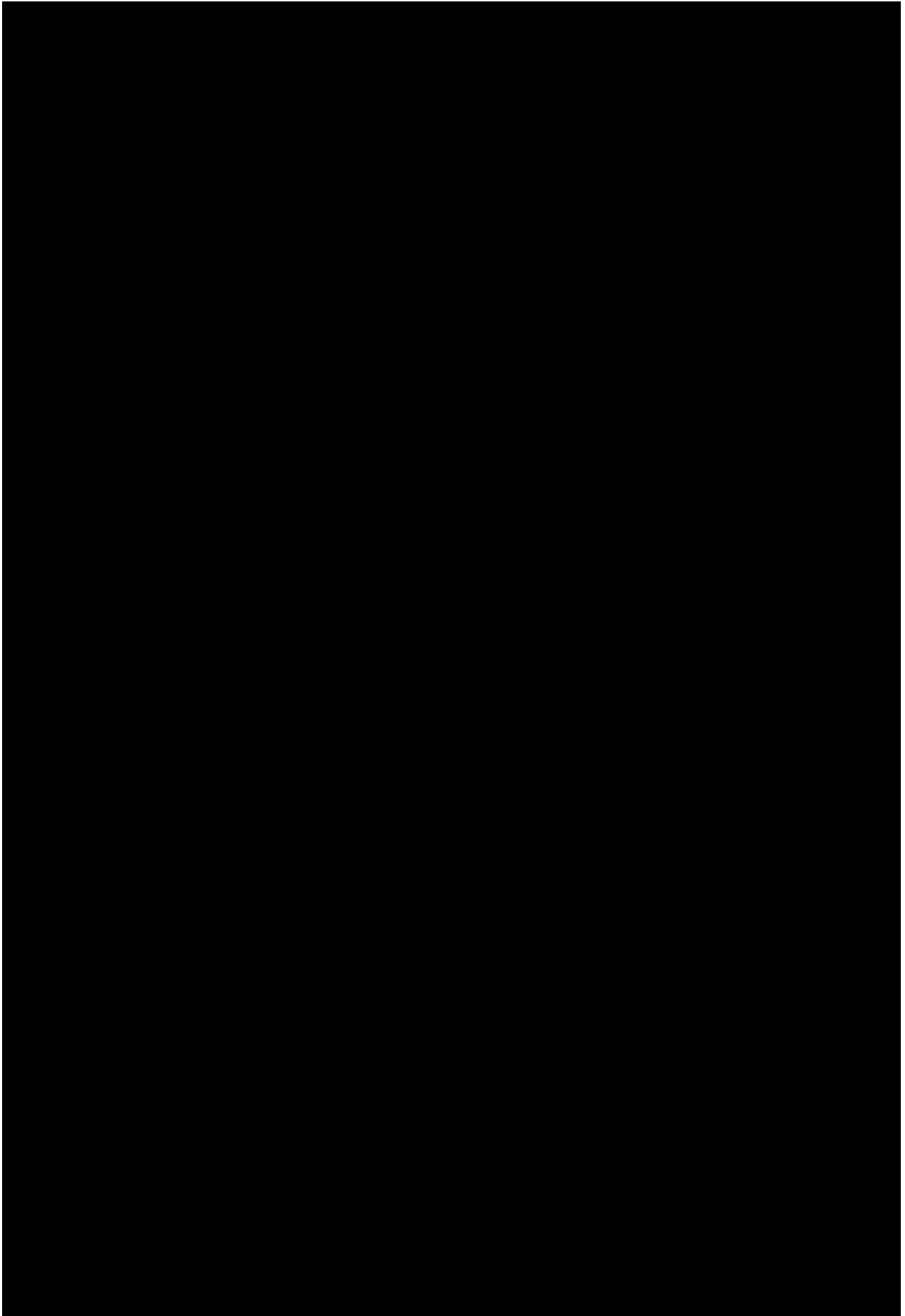
Details to be included from Module 7	Order Details agreed by the Contractor and the Customer
Scope (clause 3.1) Specify the Professional Services (other than Training Services) which are to be provided, including: - the Contract Period; - the details of the Professional Services that the Contractor is to provide; - the details of any Specified Personnel; - the details of any Deliverables and their Contract Specifications; - the location of where the Professional Services are to be provided; - whether any Deliverable must undergo Acceptance Tests; - the Price, expenses and any other charges that apply in respect of the Professional Services; and - how the Prices, expenses and charges will be paid, including any payment Milestones and whether the Professional Services are provided on a time and materials basis or some other basis. [Note: These details can be put on a PIPP instead of being including on this Module Order Form. If the details are put on a PIPP, insert "Details of the Professional Services (other than Training Services) are set out in the PIPP".]	Refer to Attachment 1 – Scope Document

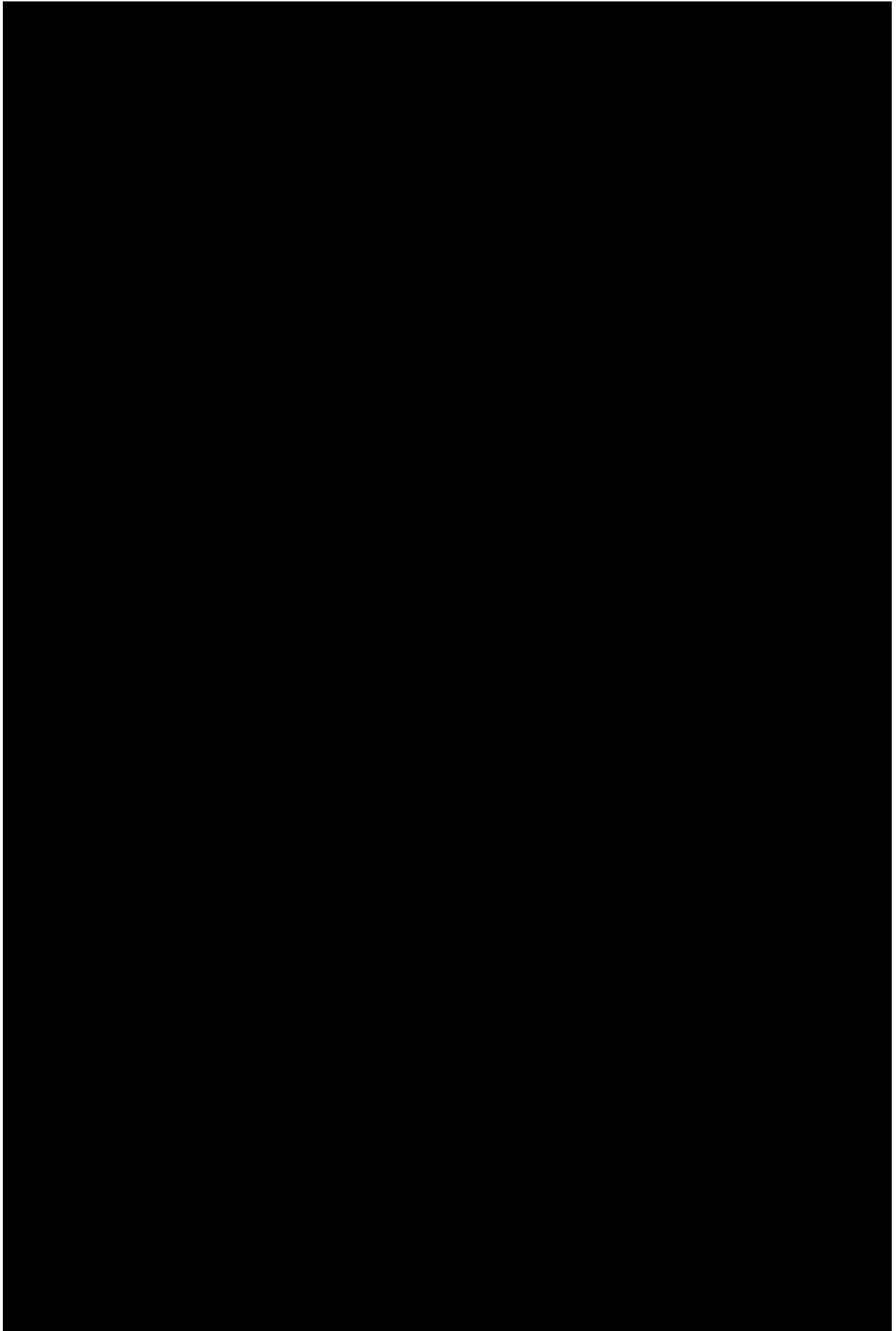
Requirement for a PIPP

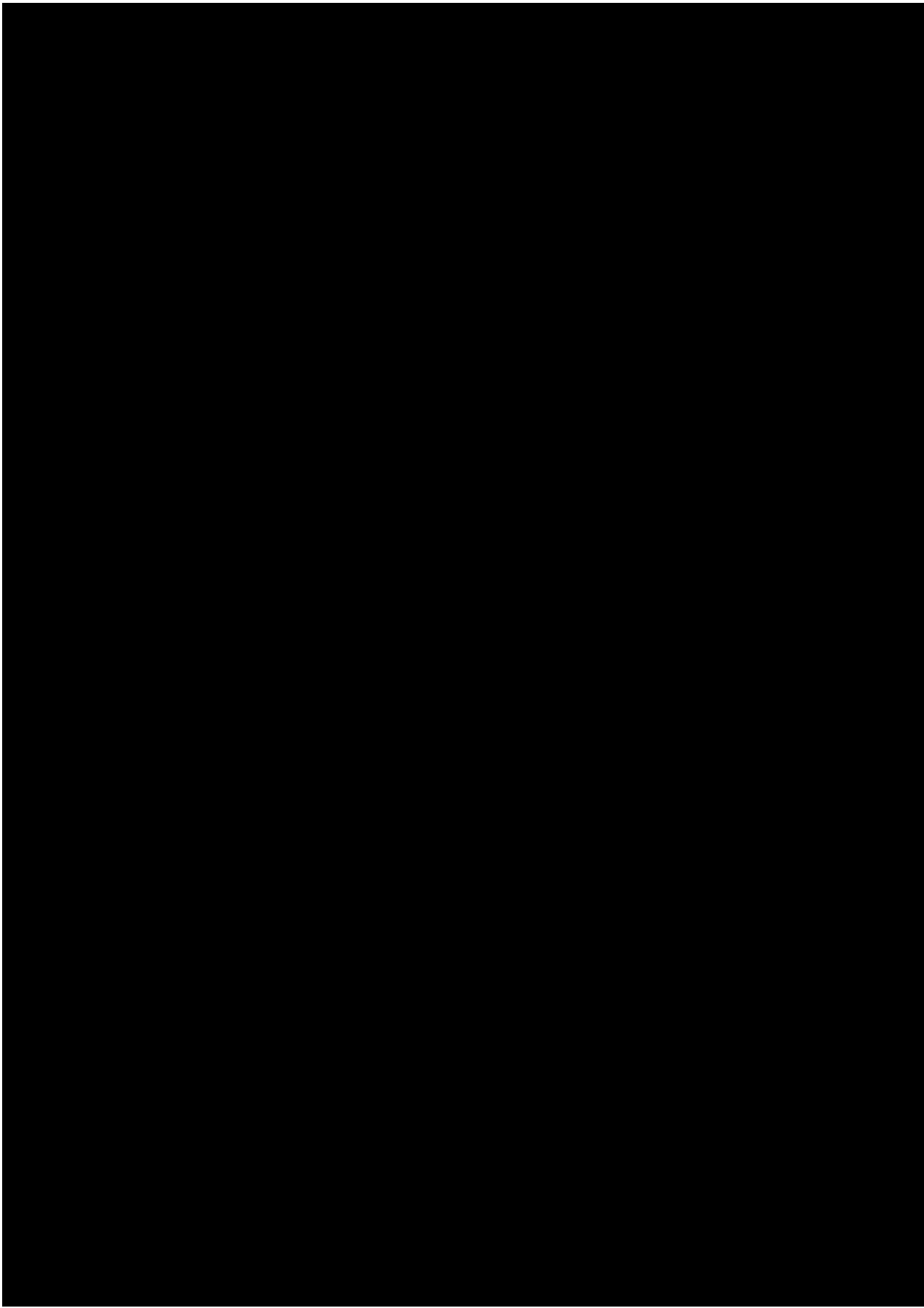
Details to be included from Module 7	Order Details agreed by the Contractor and the Customer
Project Implementation and payment Plan (PIPP) (clause 3.2) Specify if the Contractor is required to provide a PIPP, if no PIPP is attached to this Customer Contract at the Commencement Date. [If this Box is not completed, the Contractor is not required to provide a PIPP.]	There is no PIPP. Refer to the terms of the Attachment 1 - Scope Document as attached to Module 7

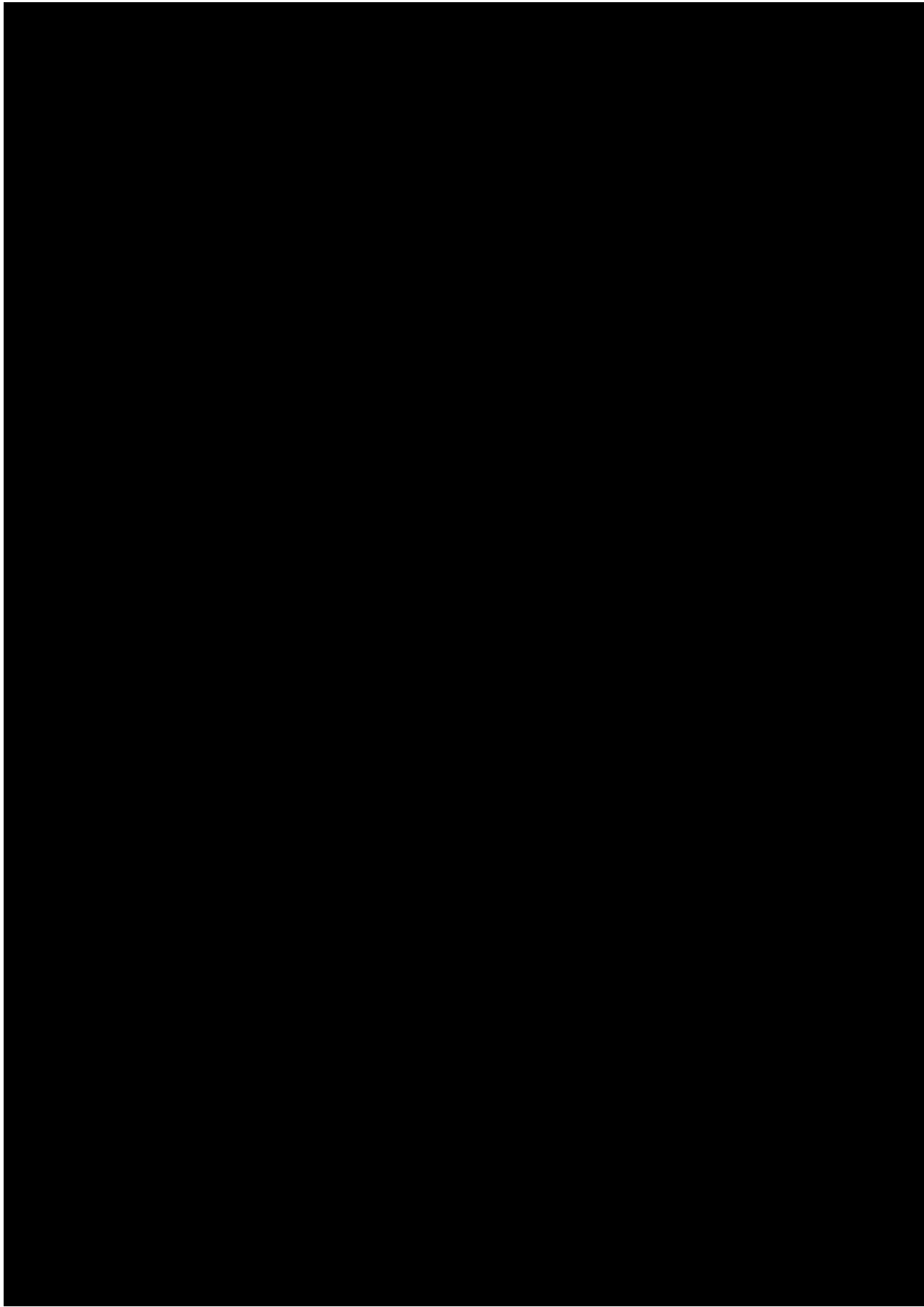


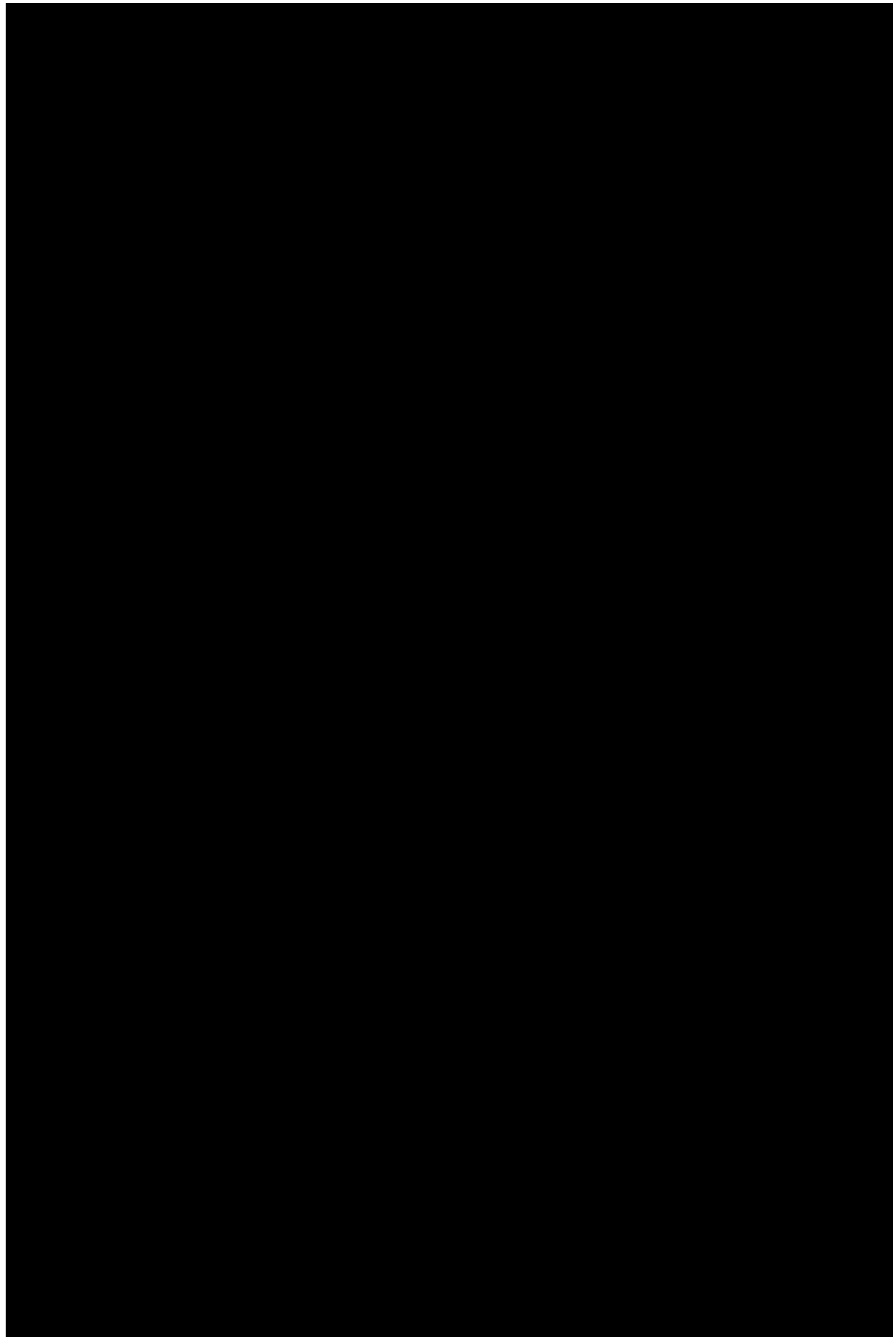


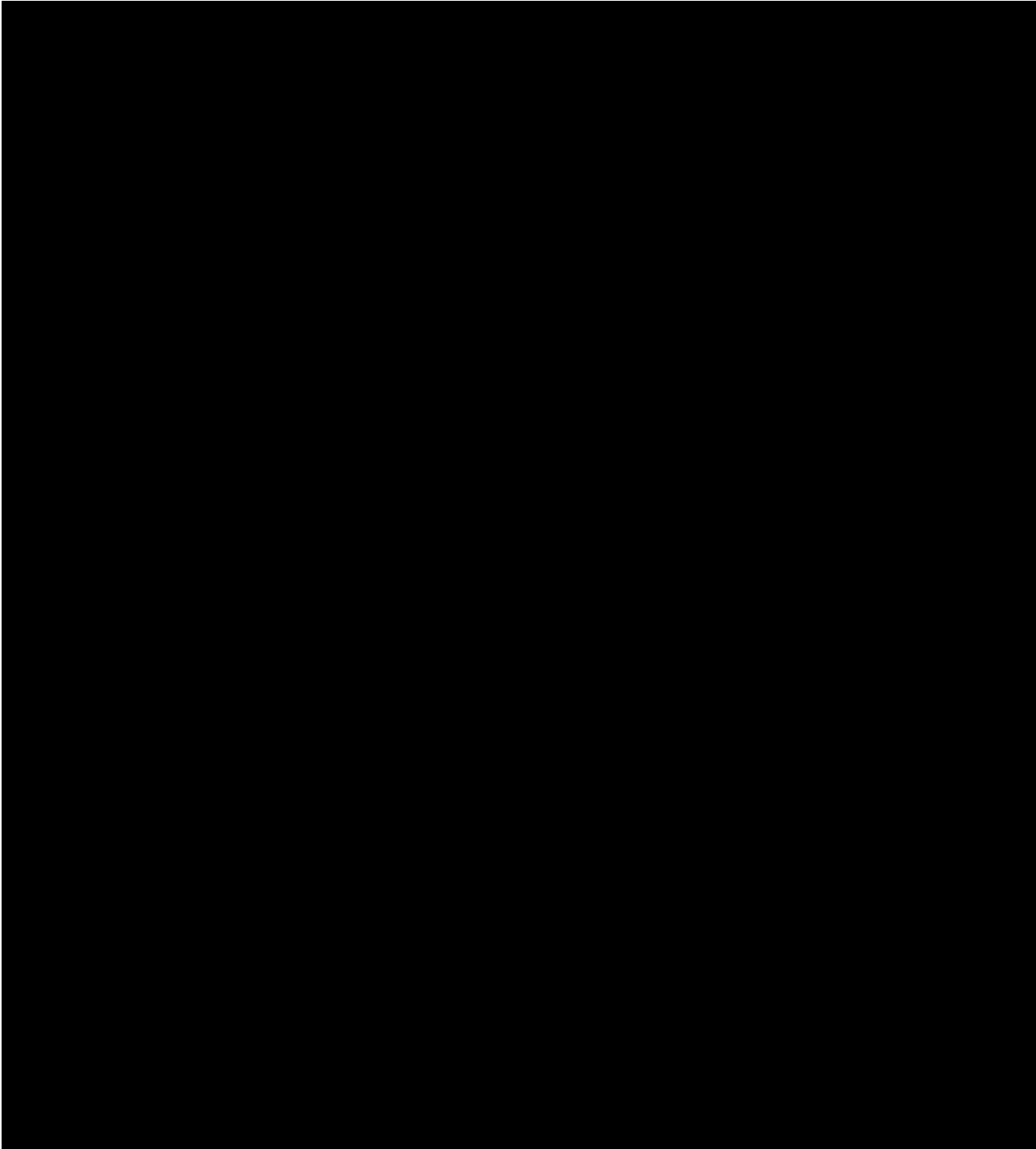


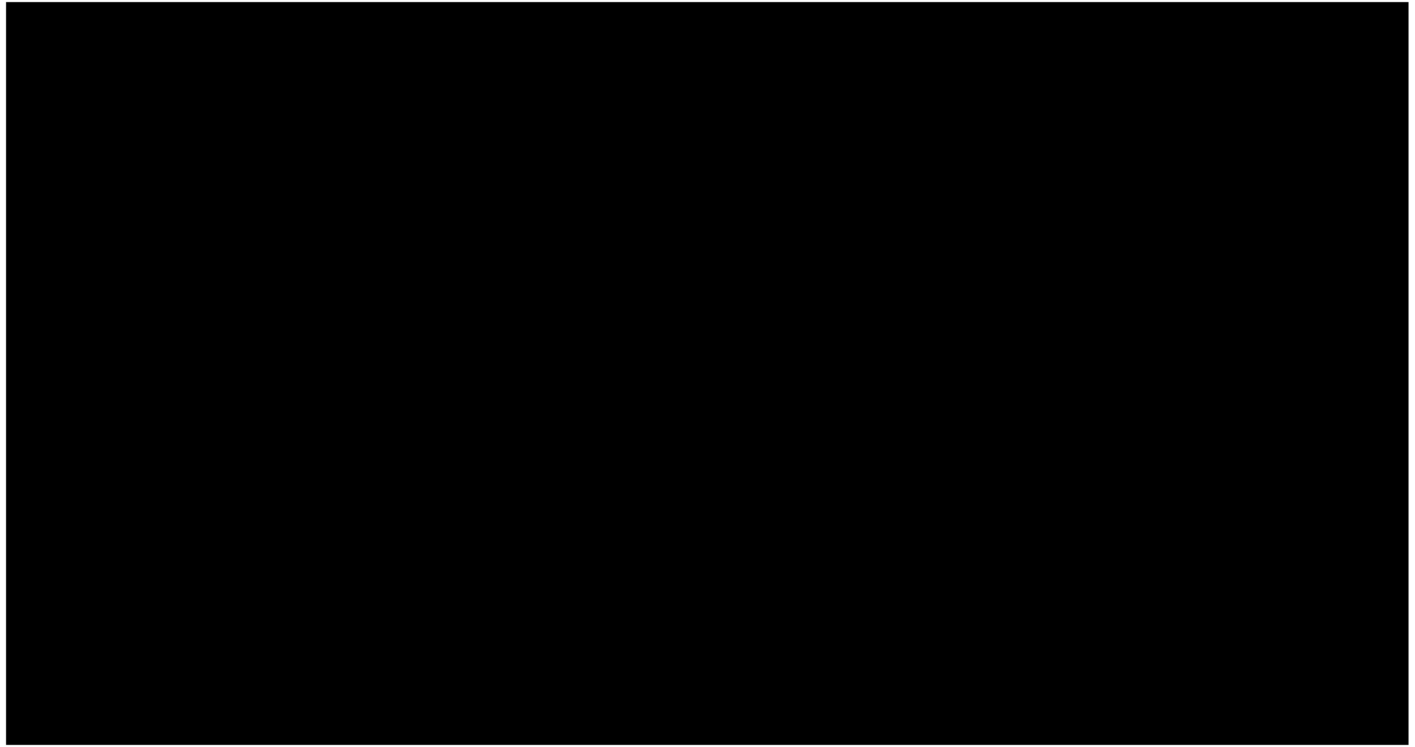


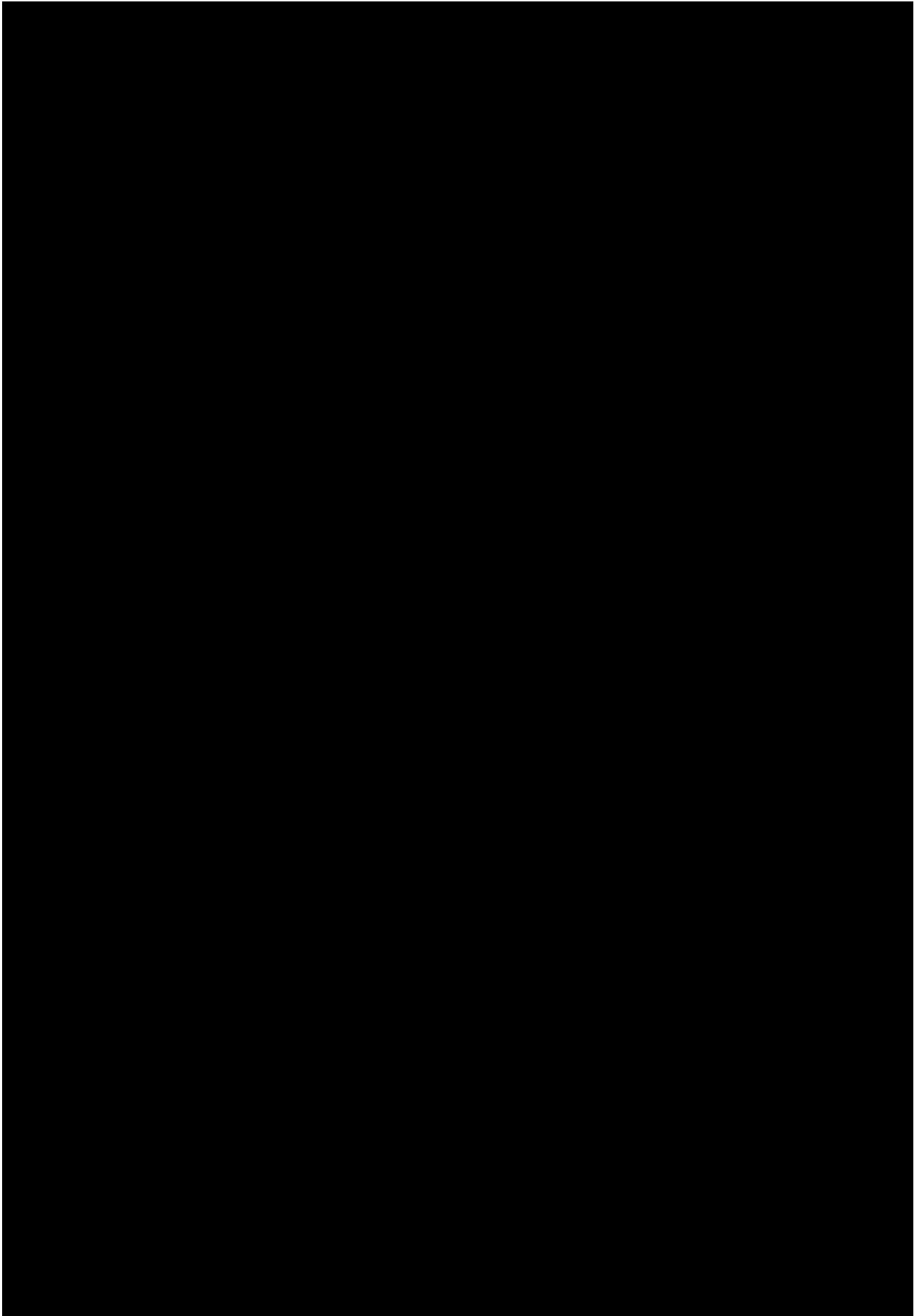


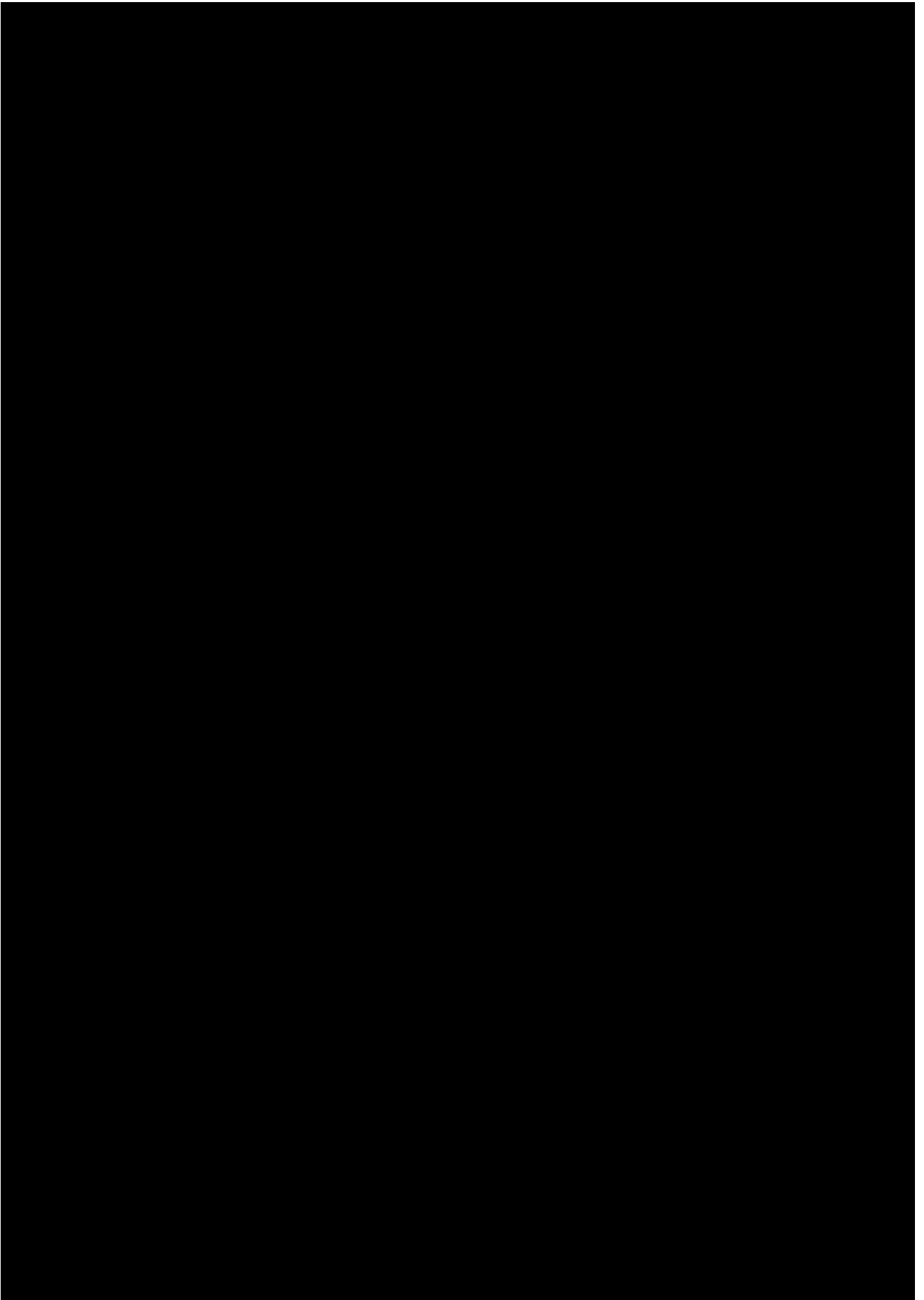


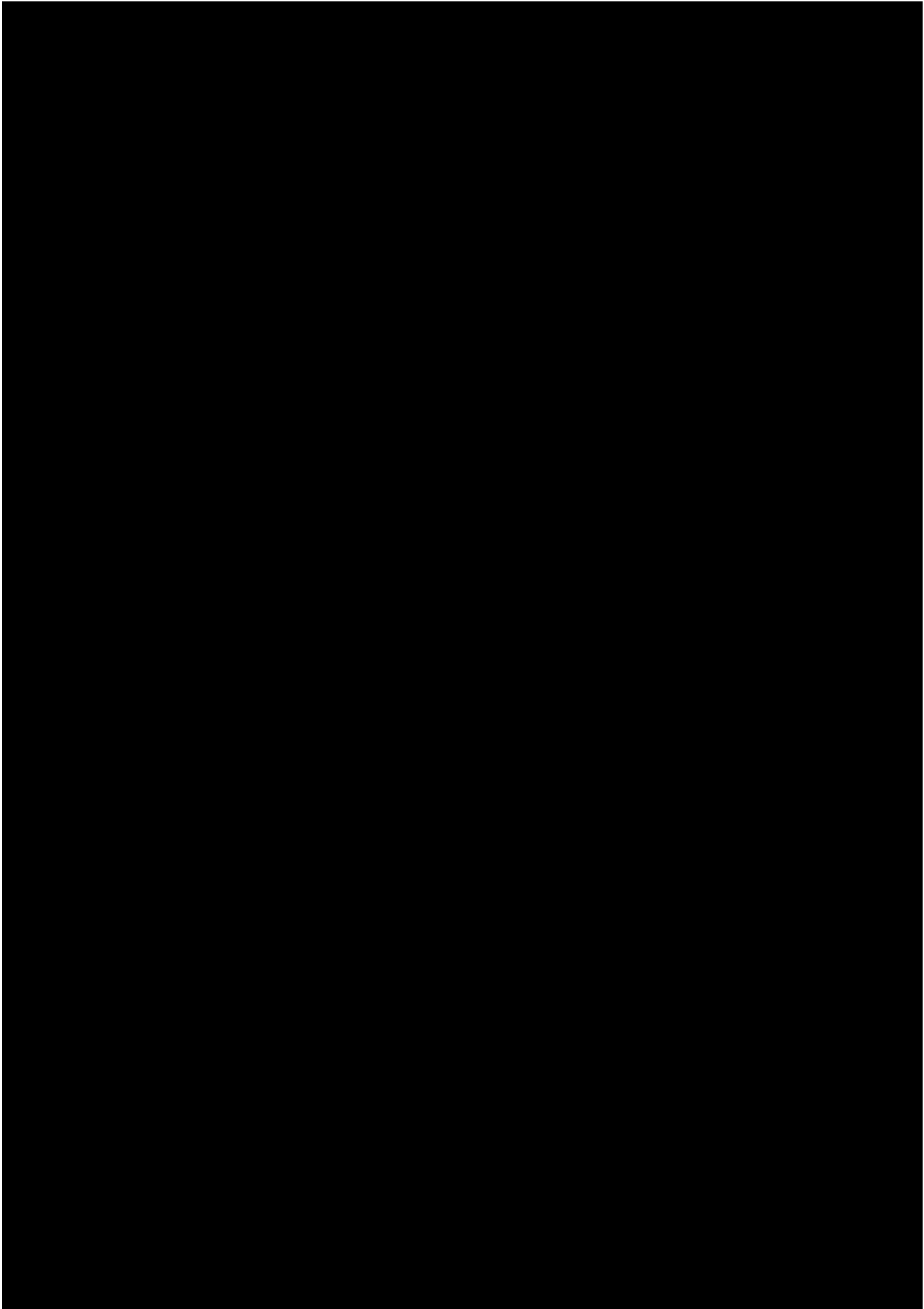


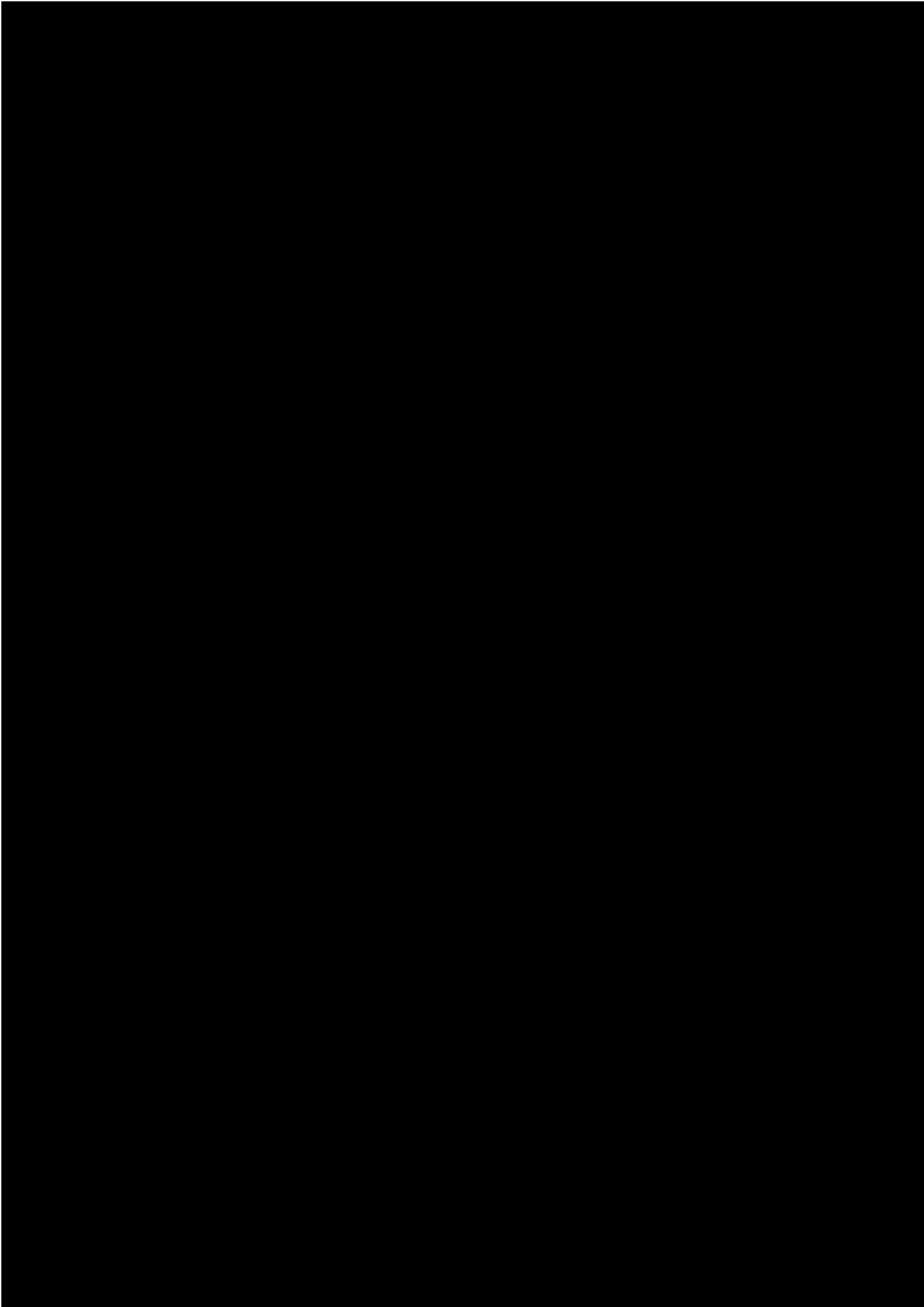


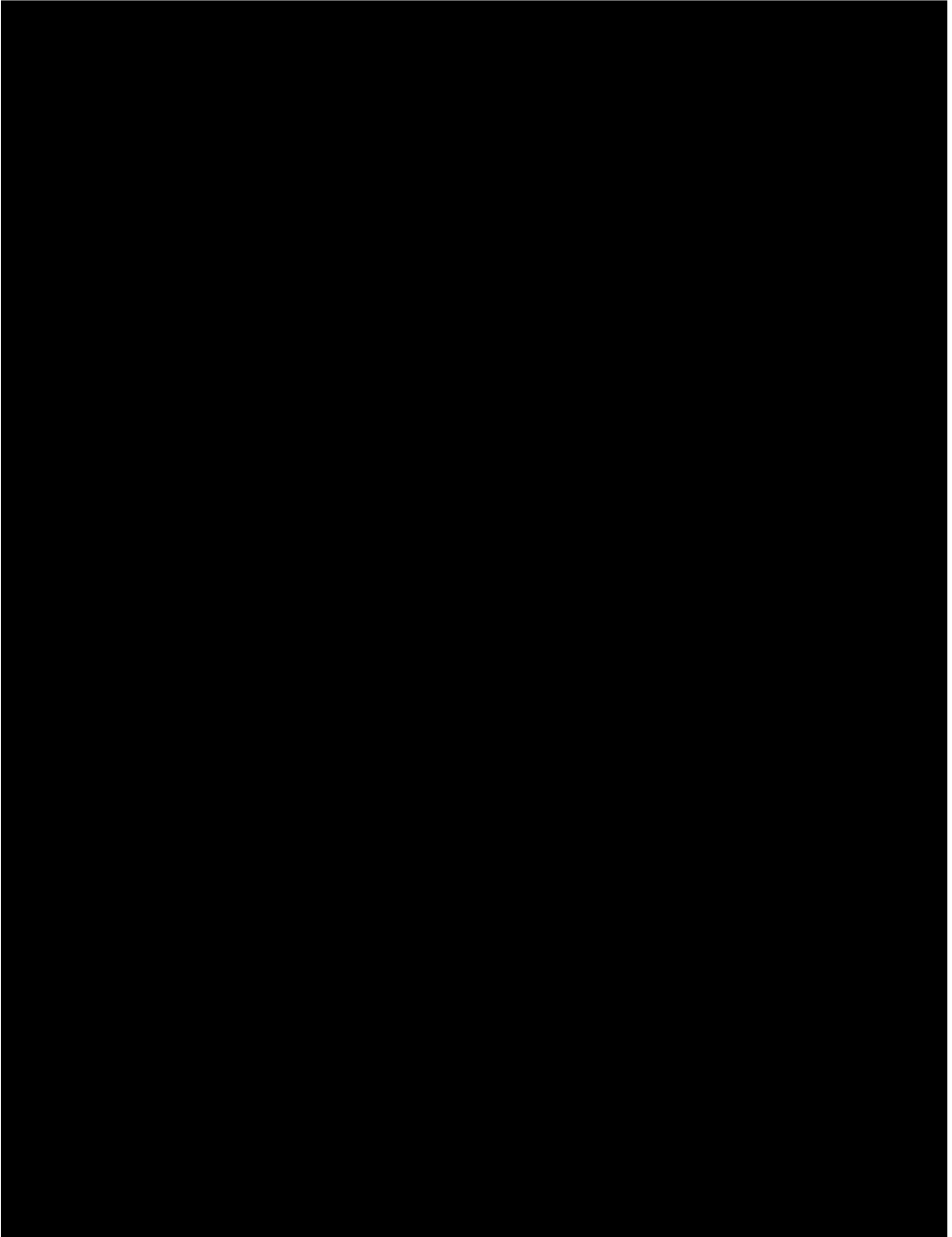


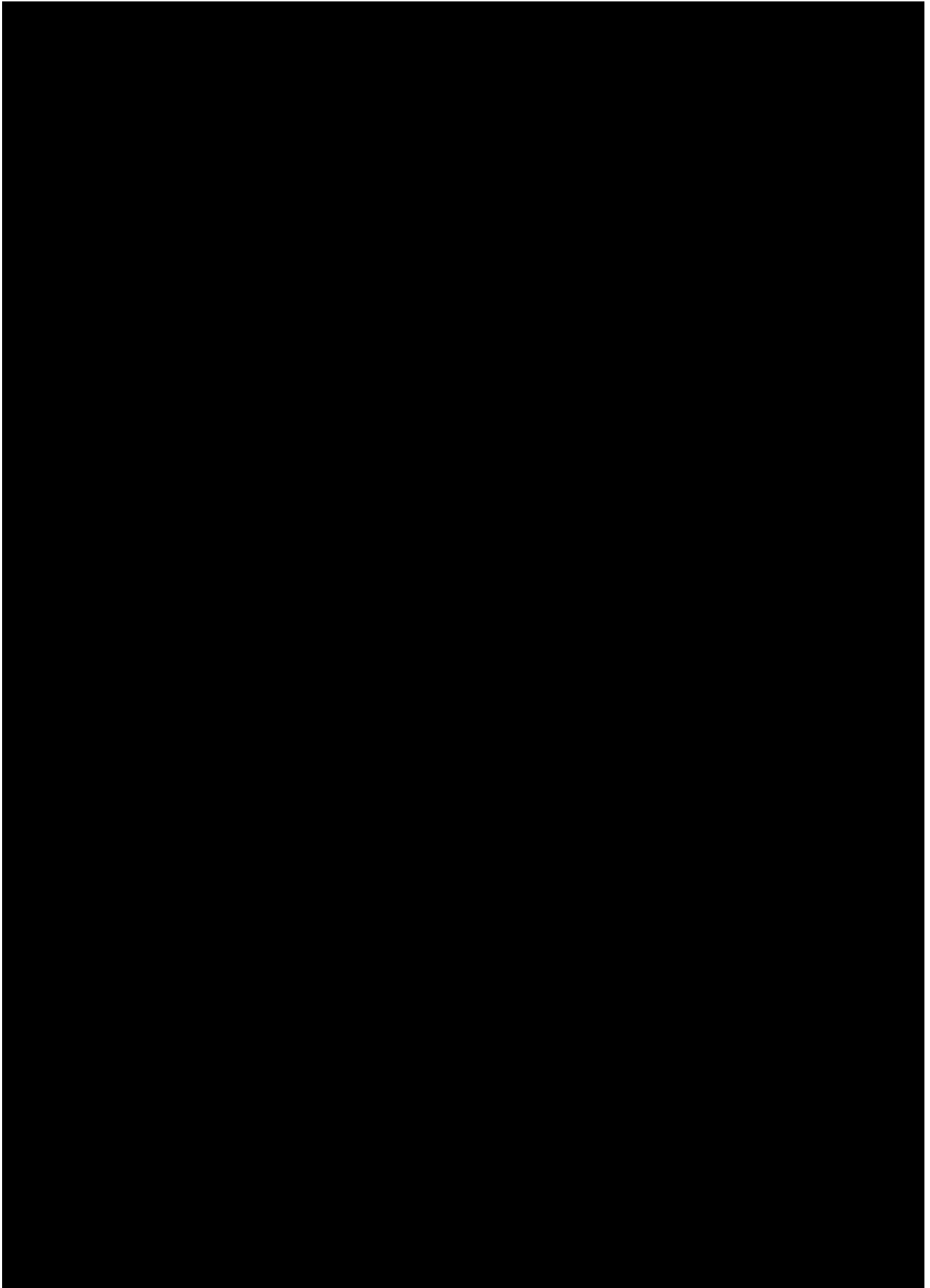


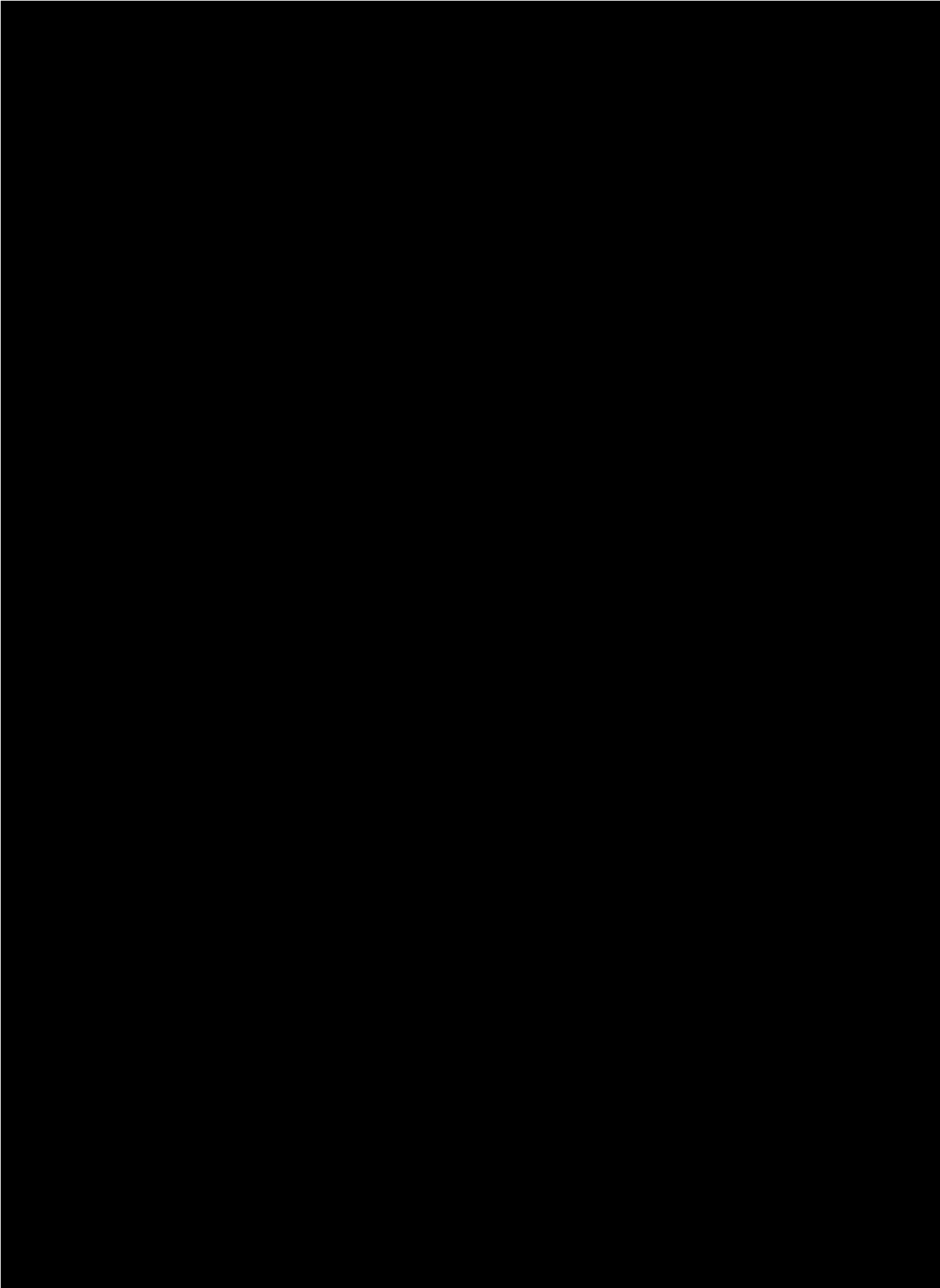


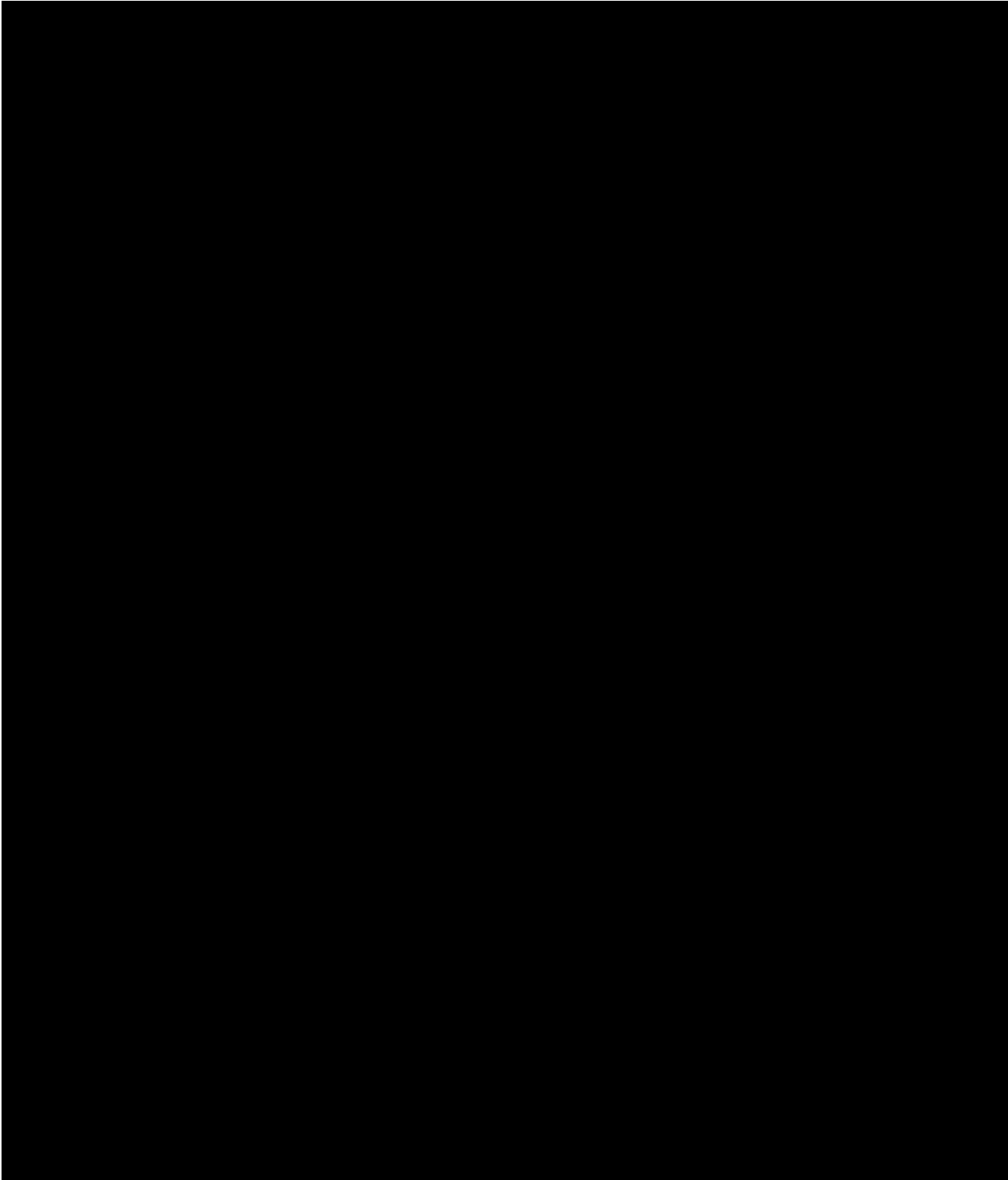


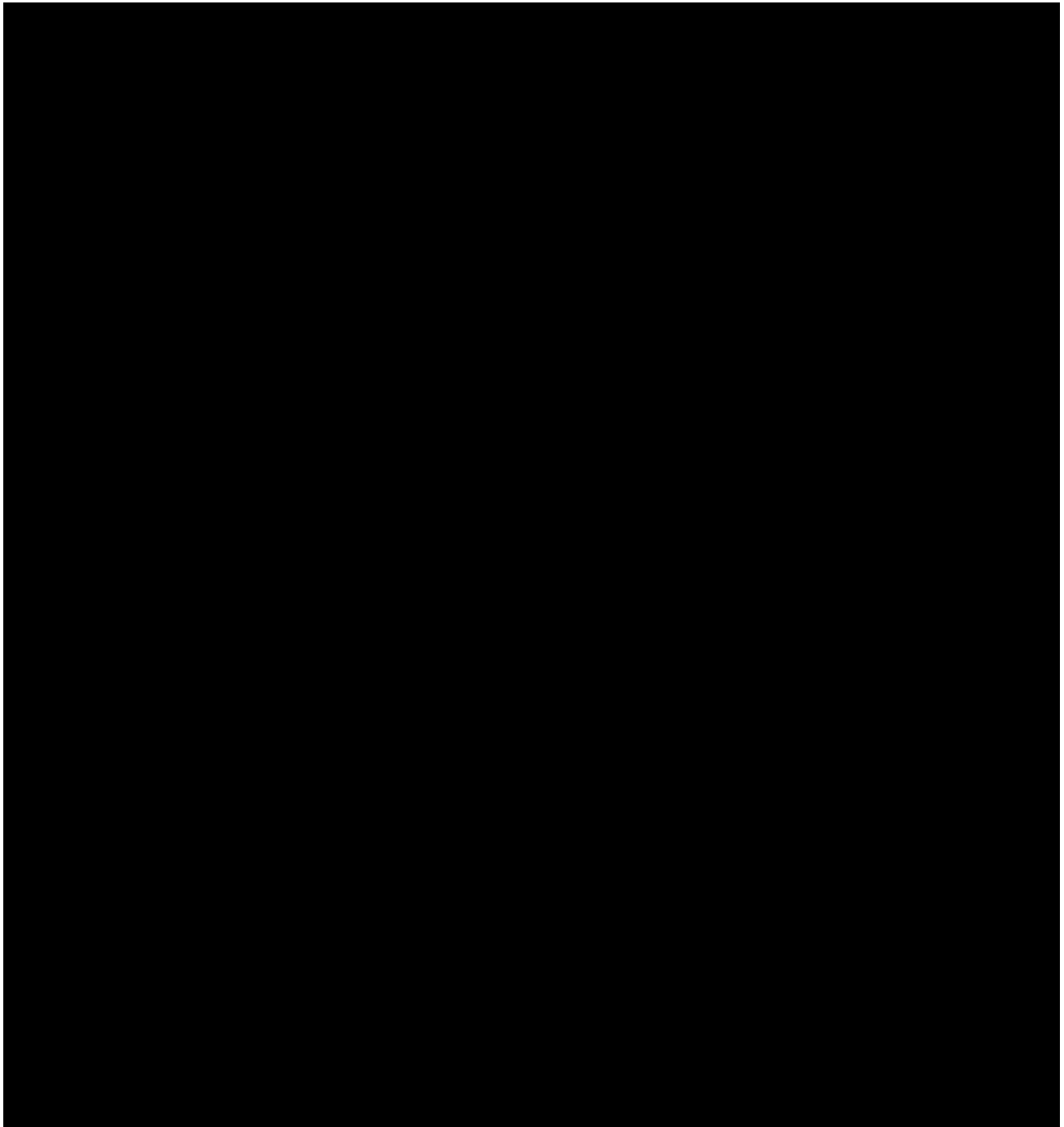


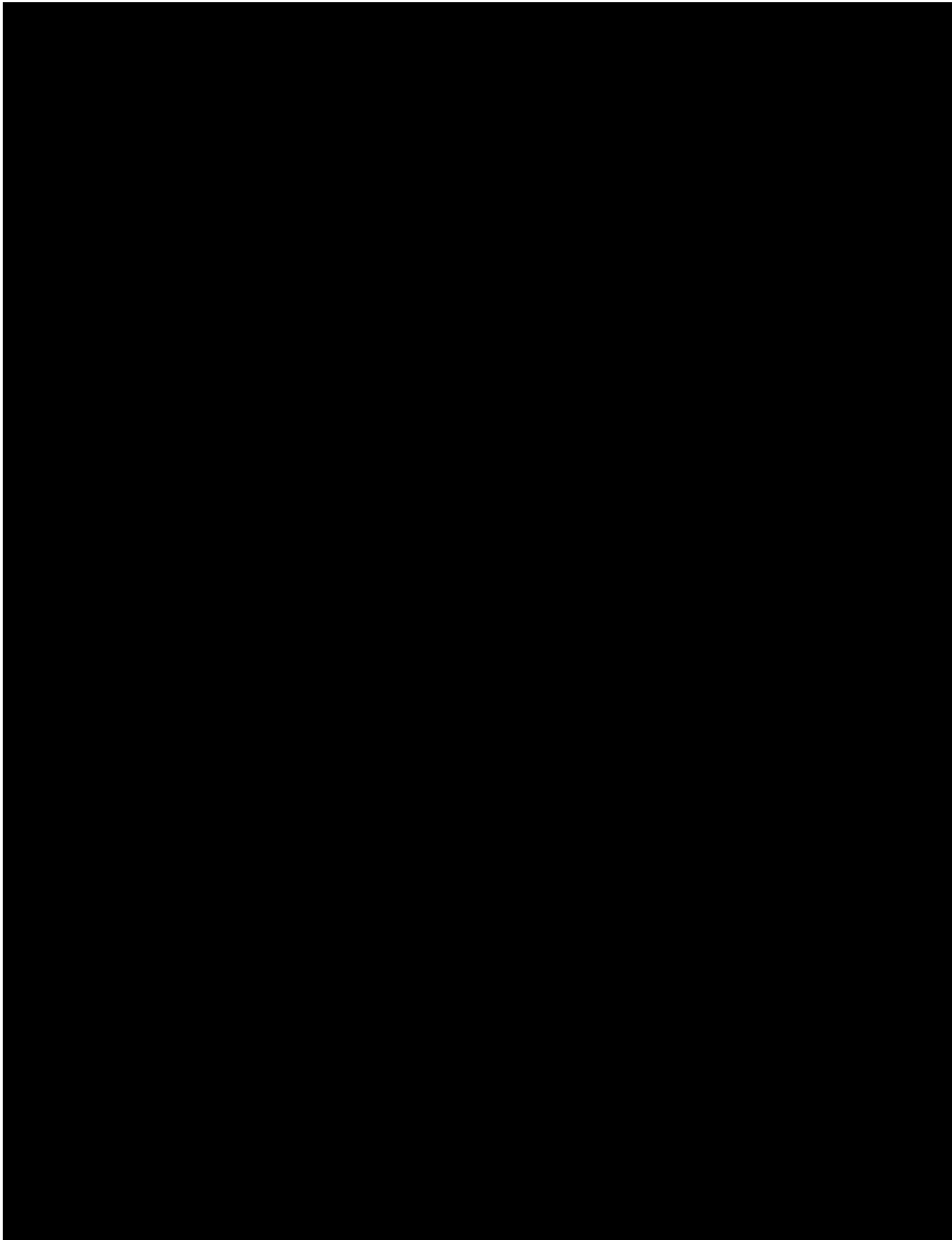


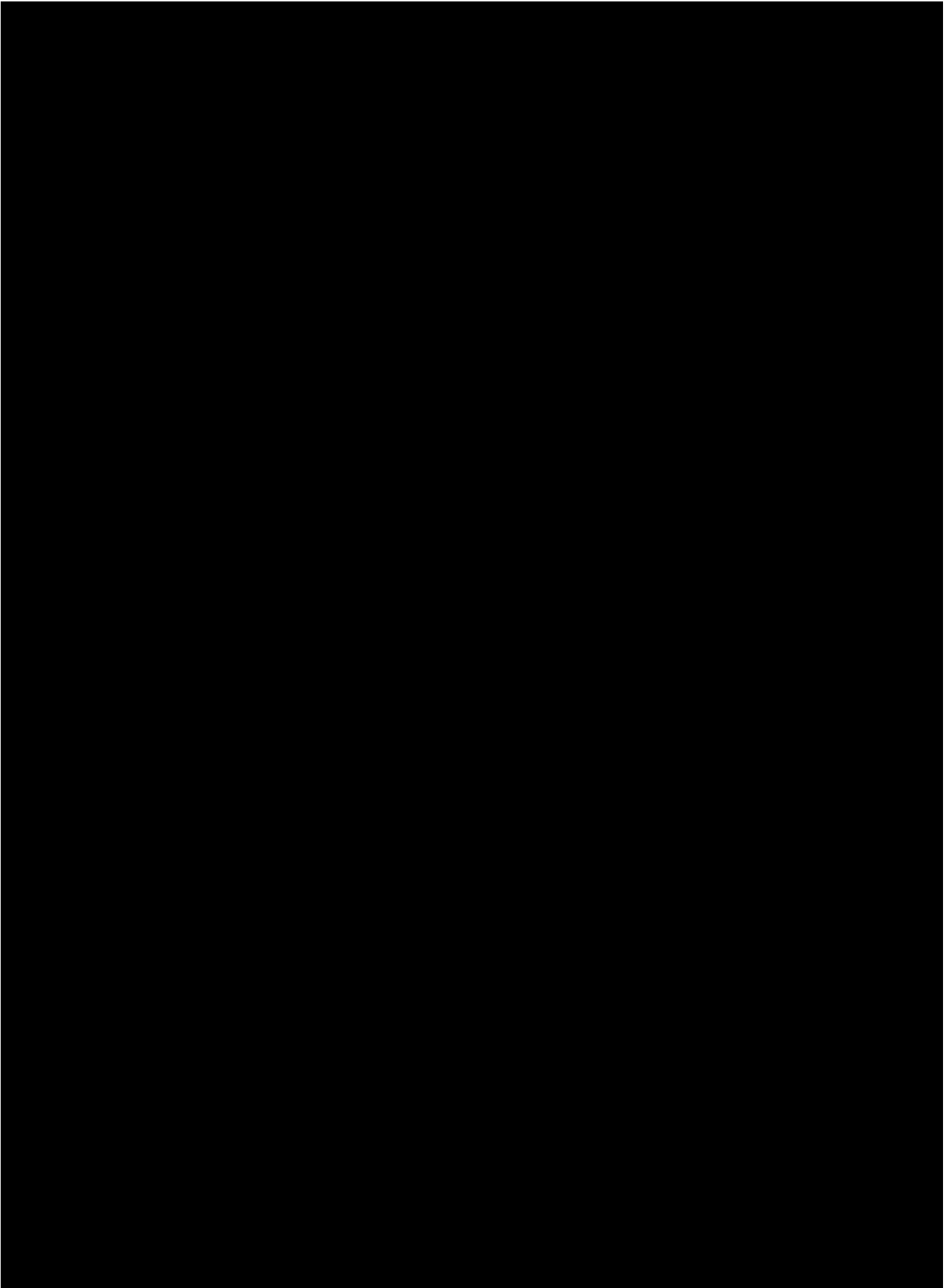


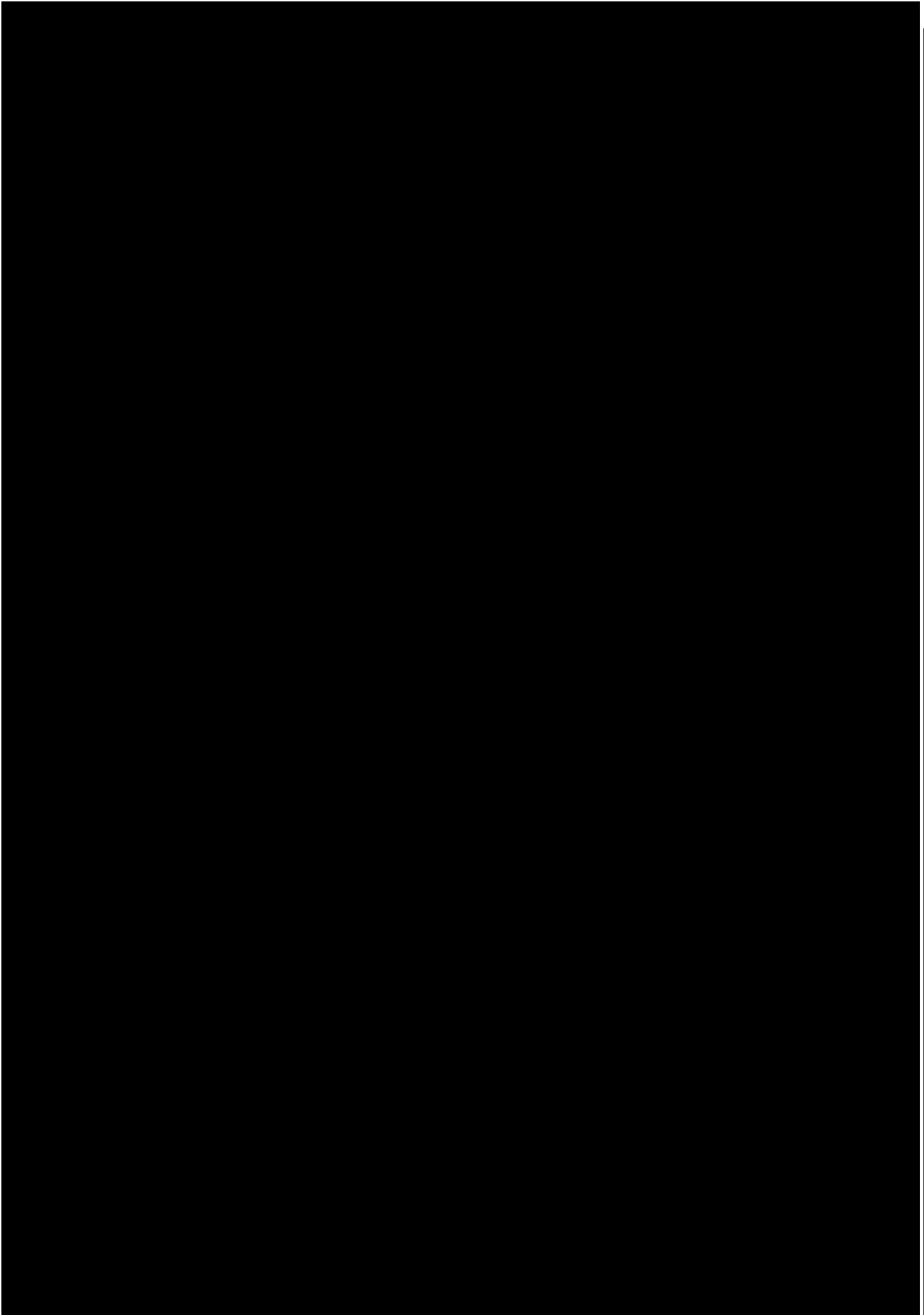


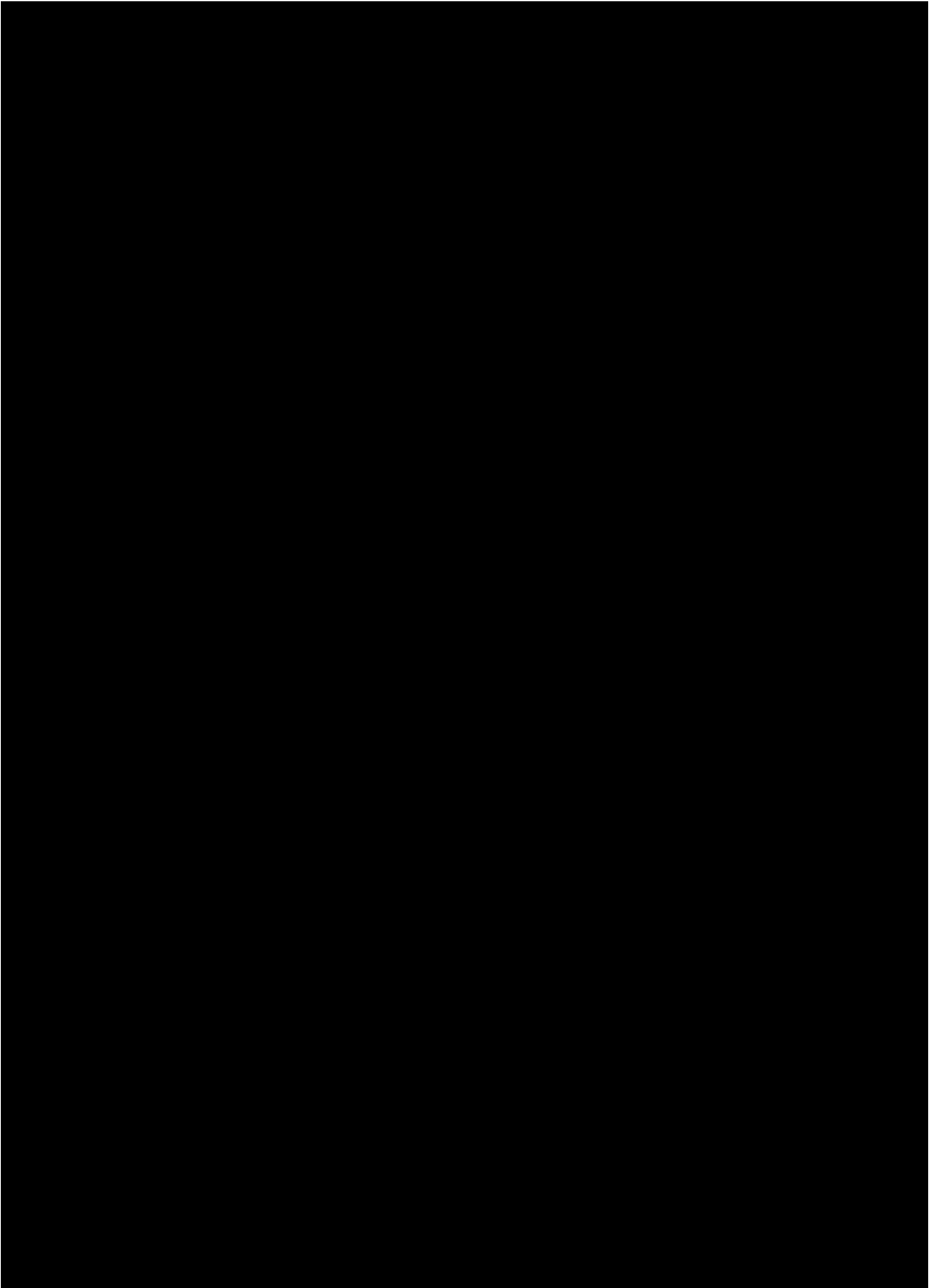


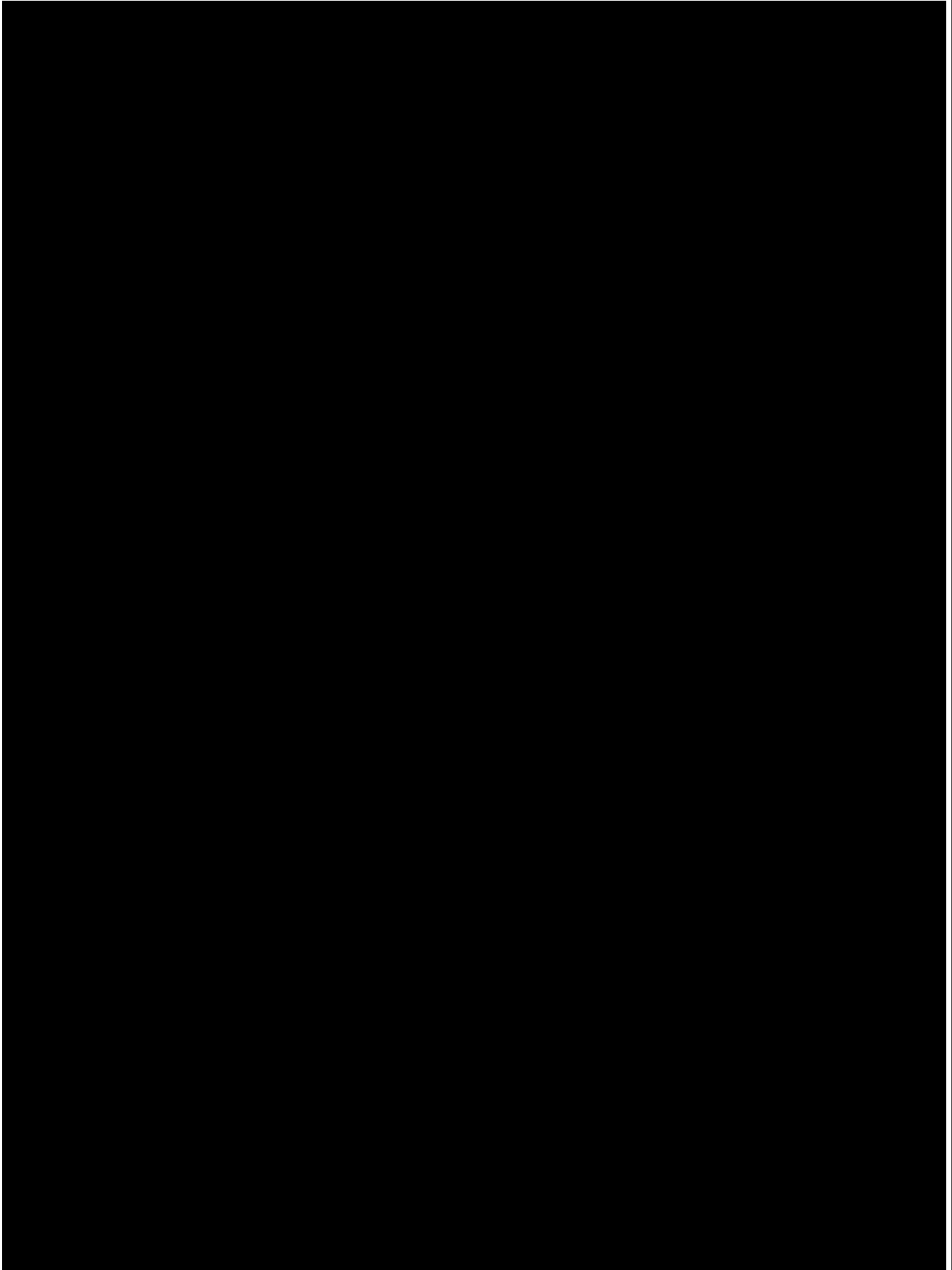


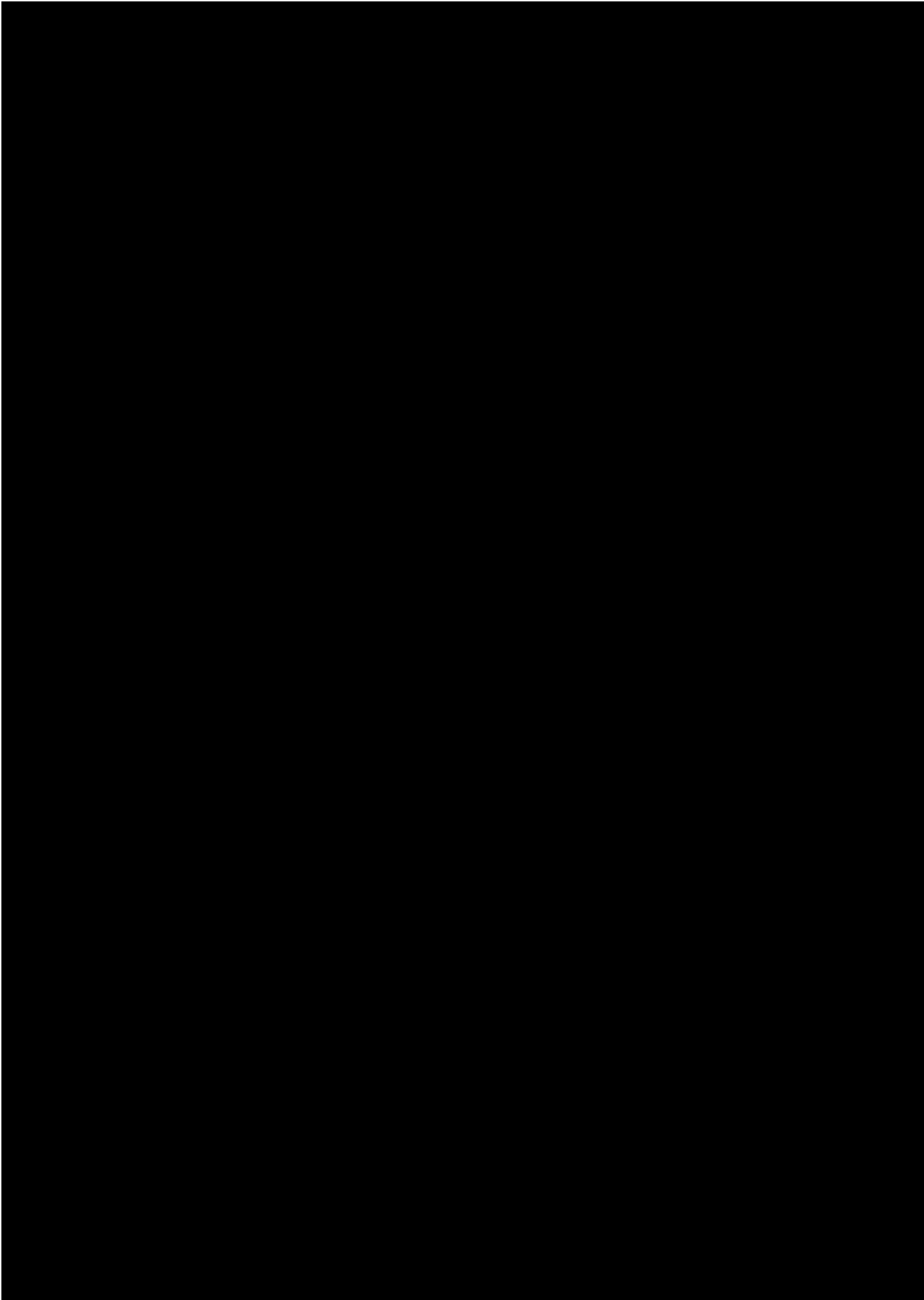


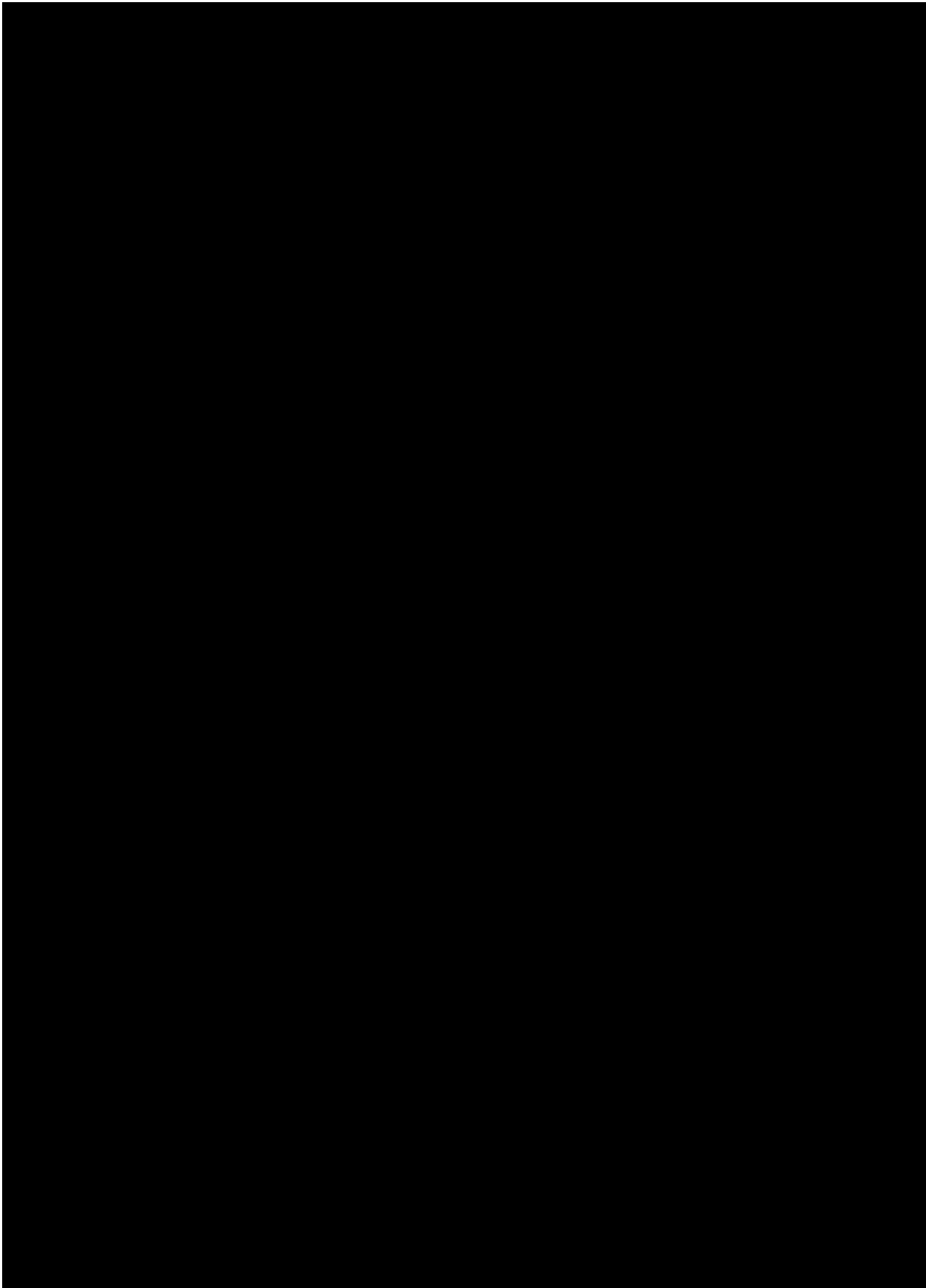


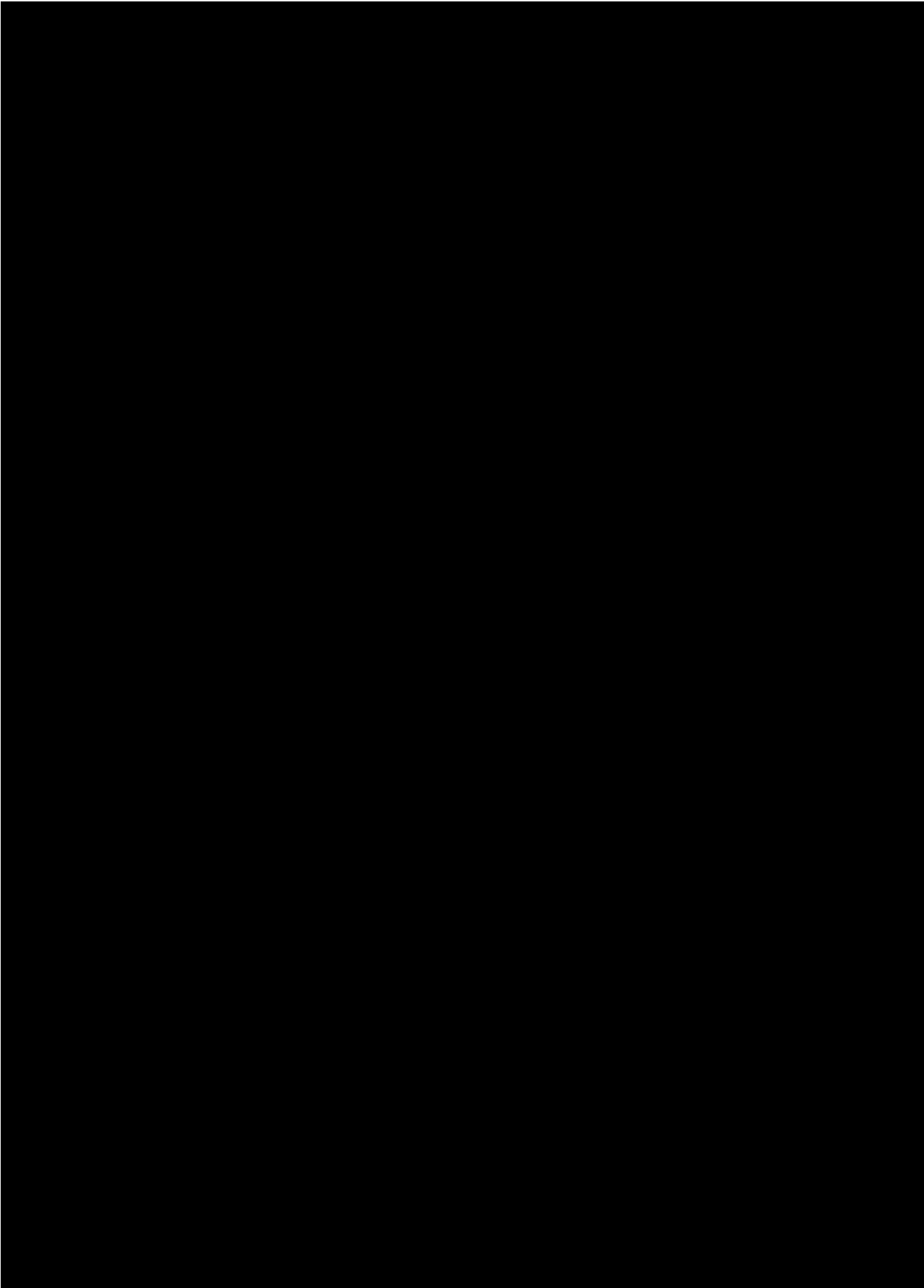


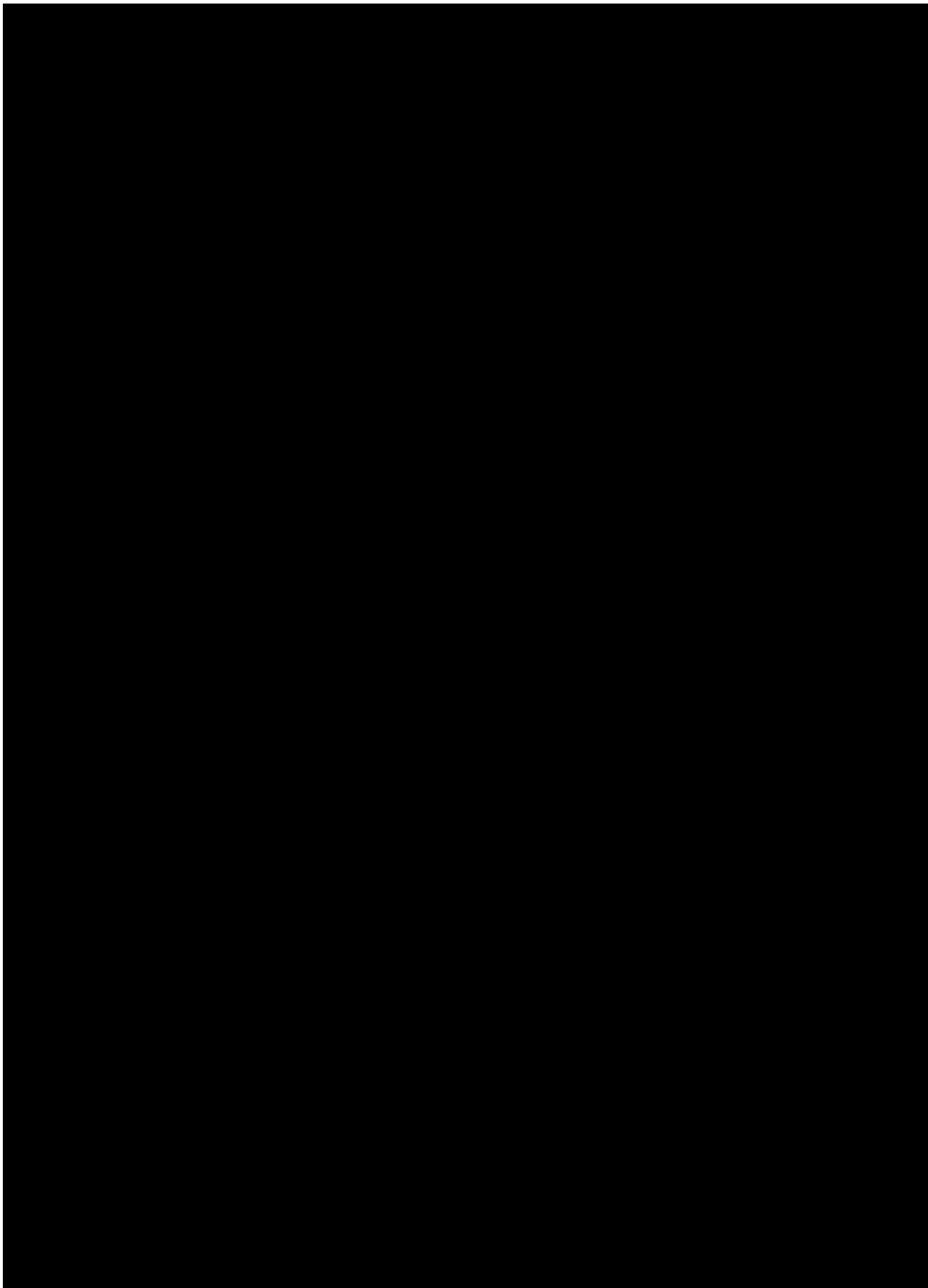


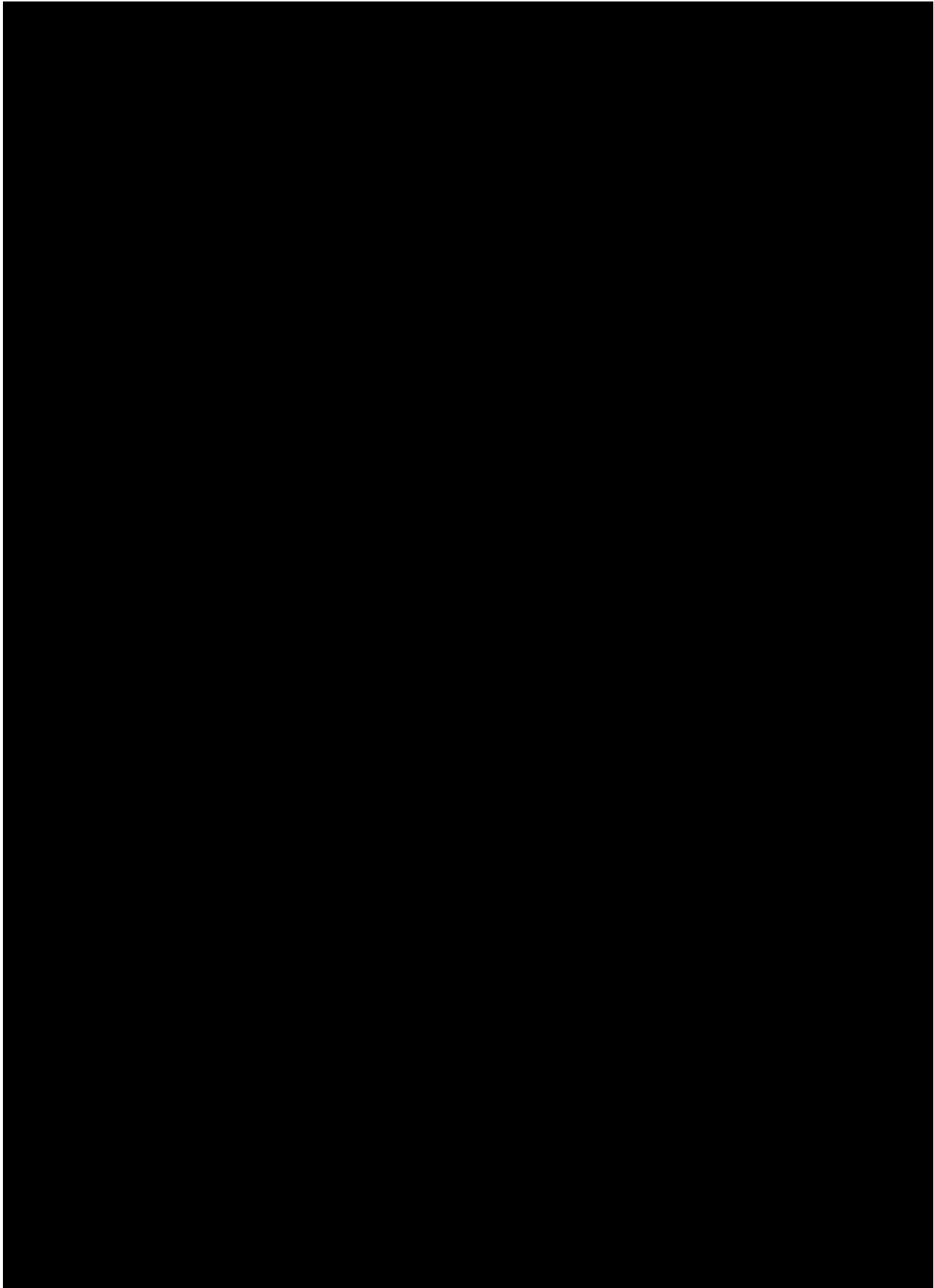


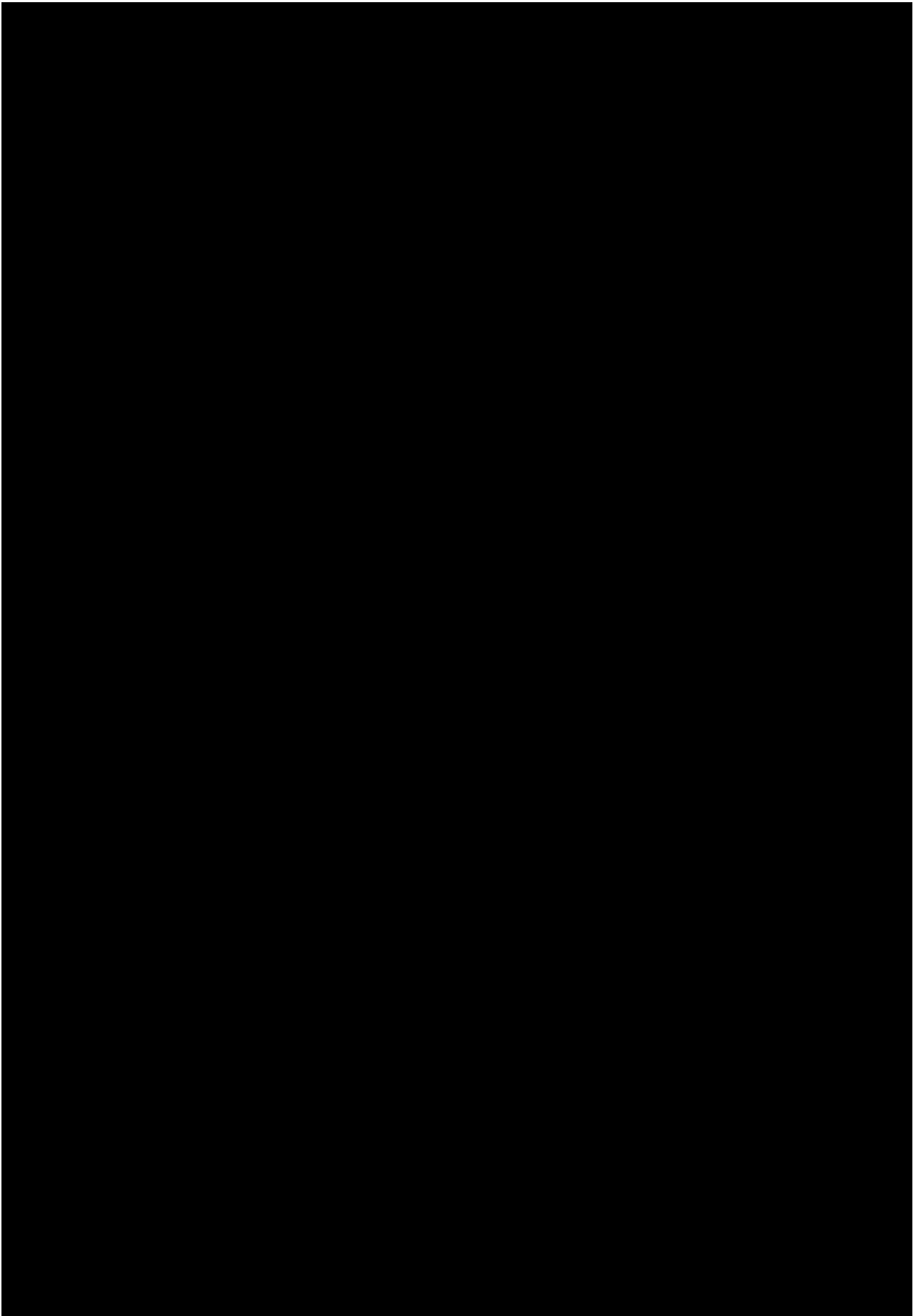


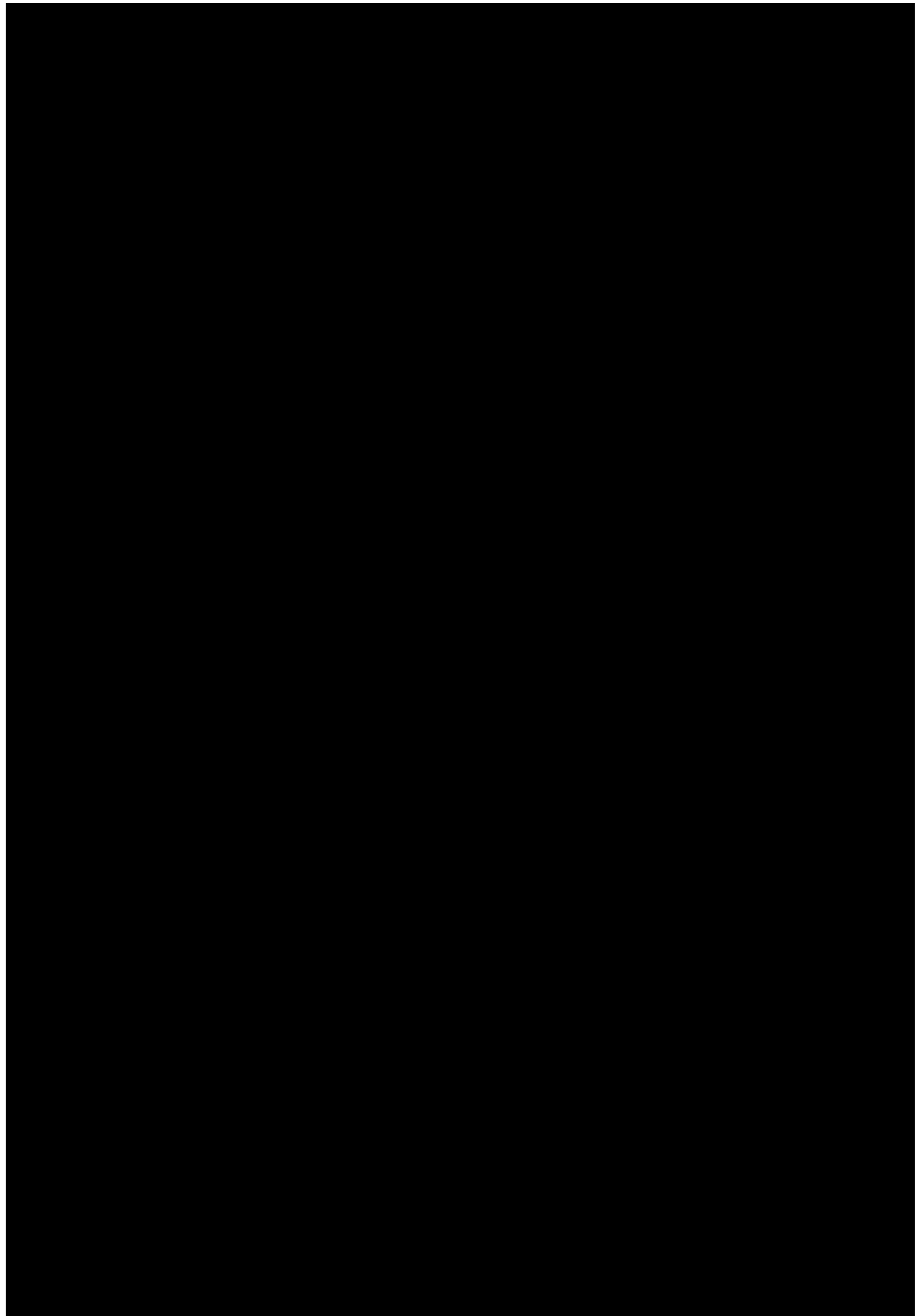


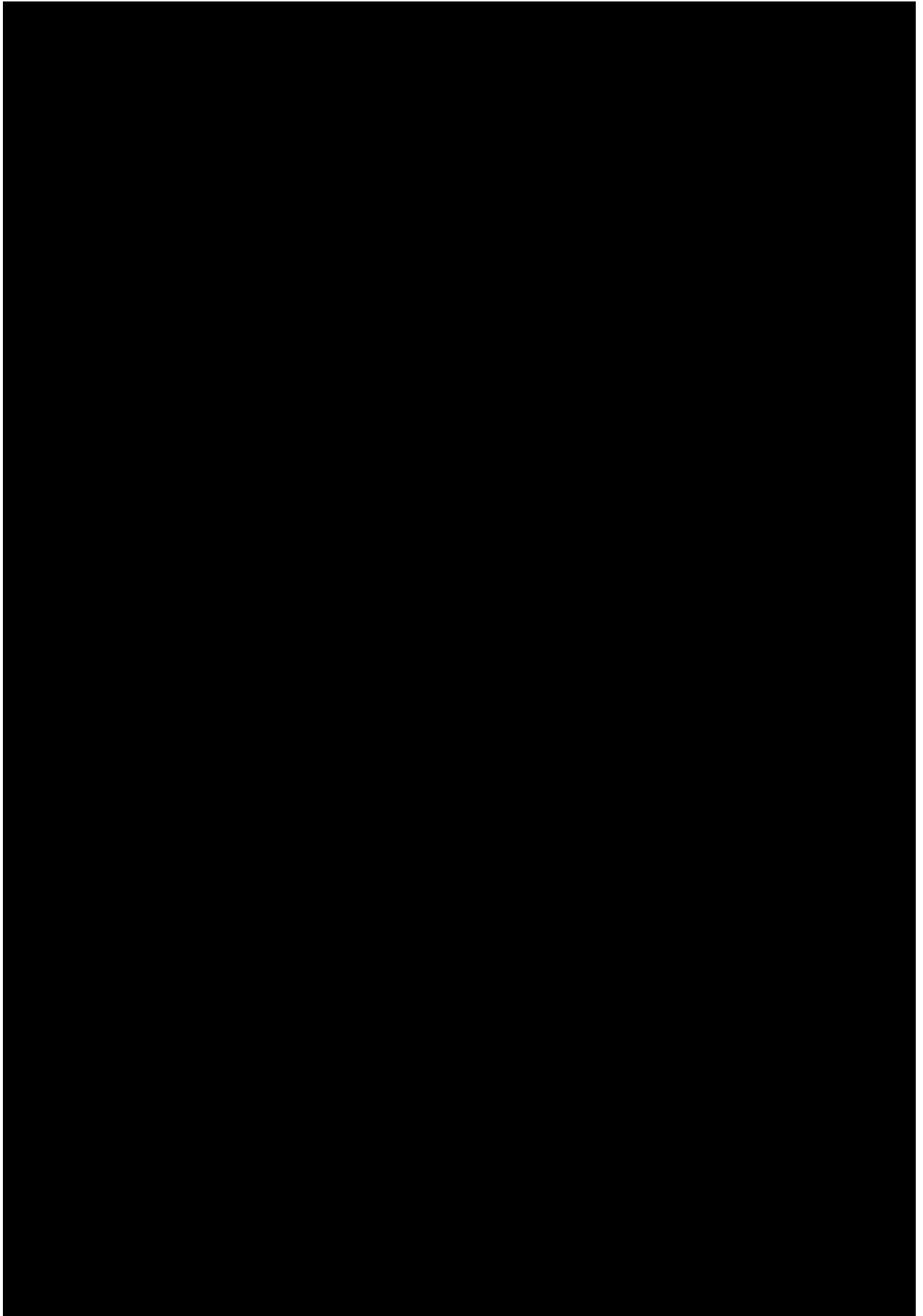


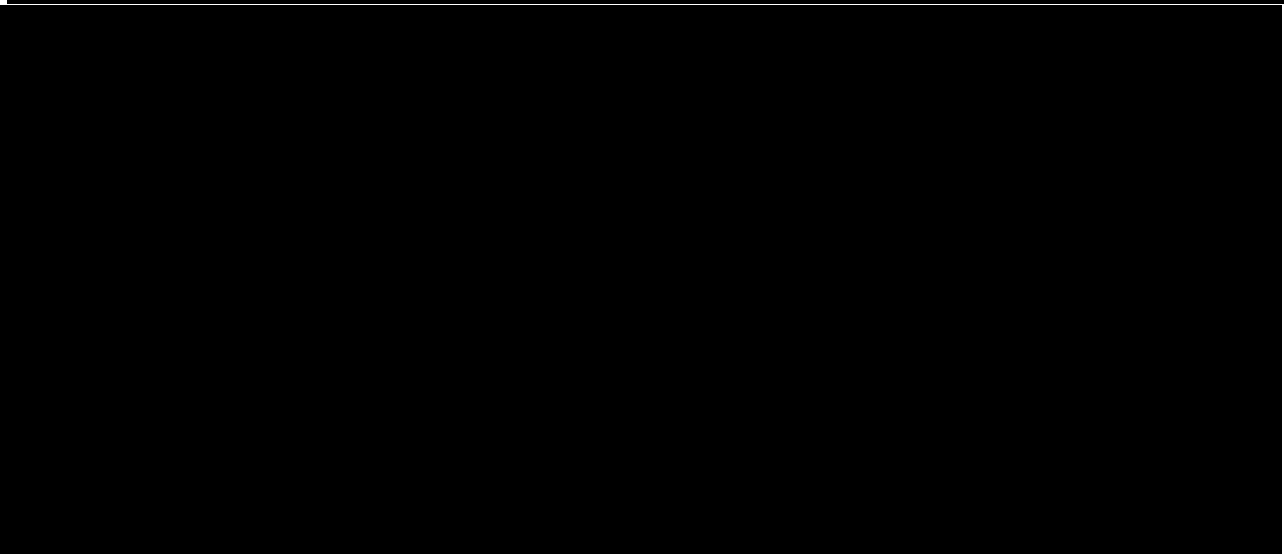
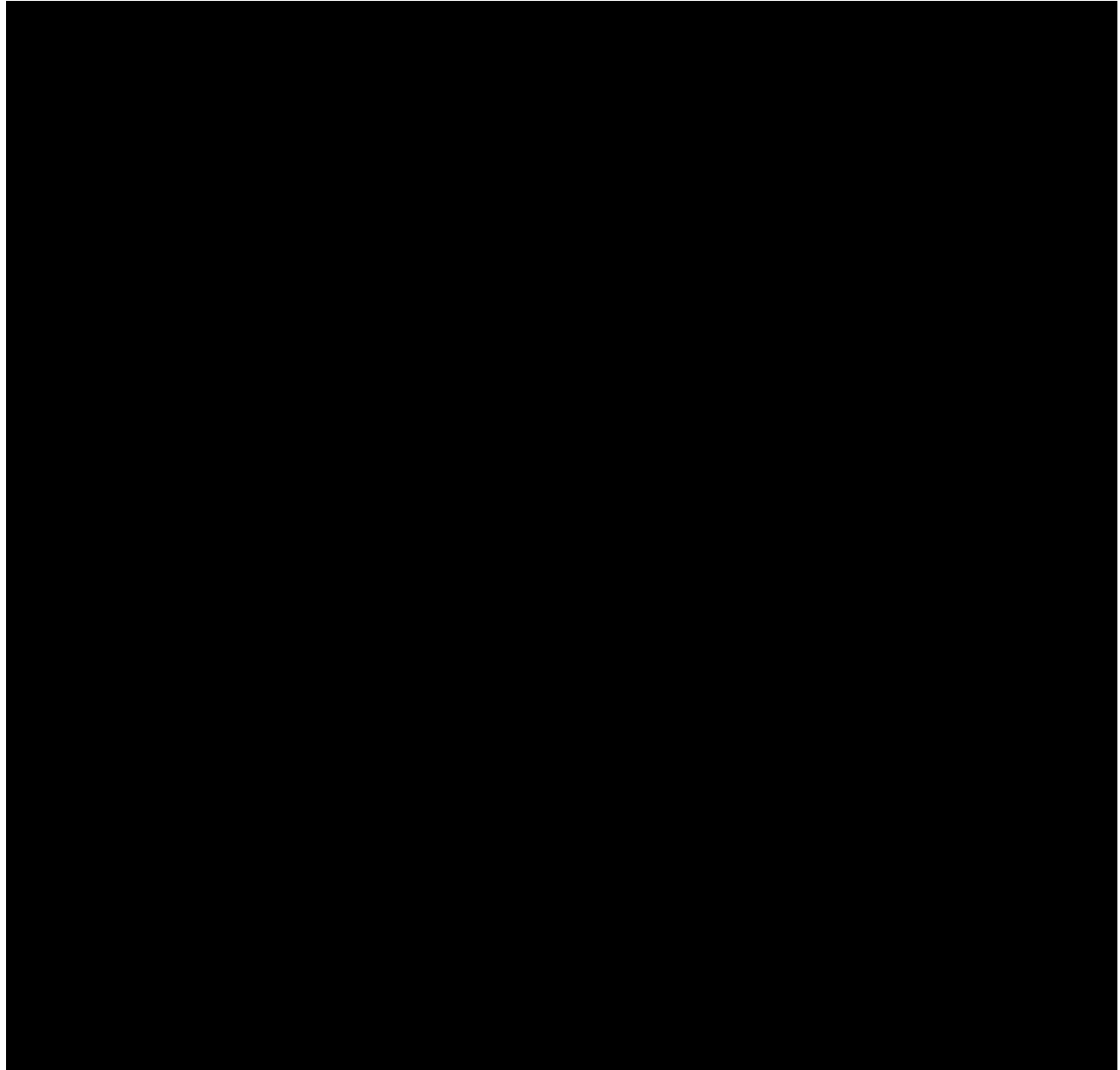


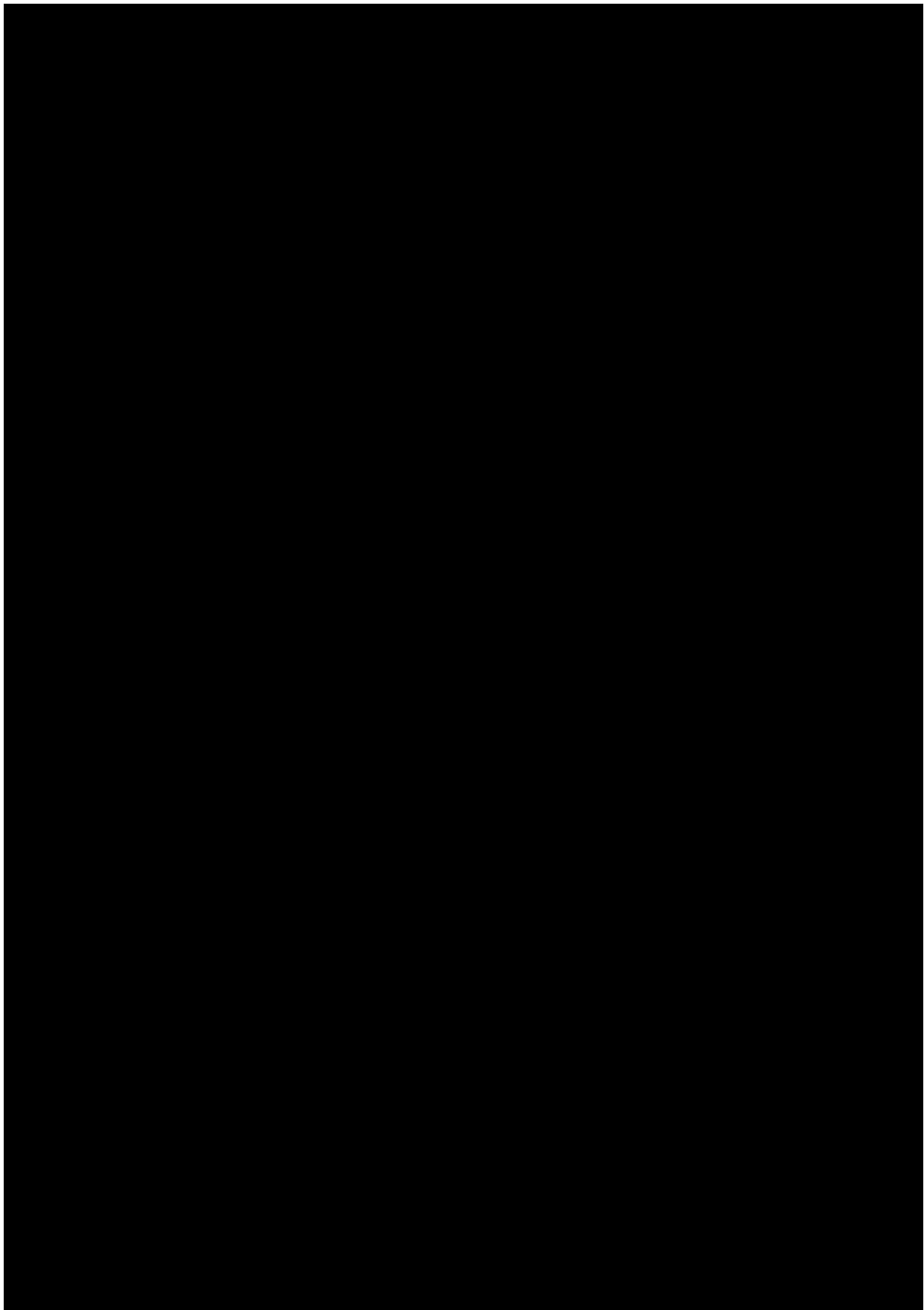


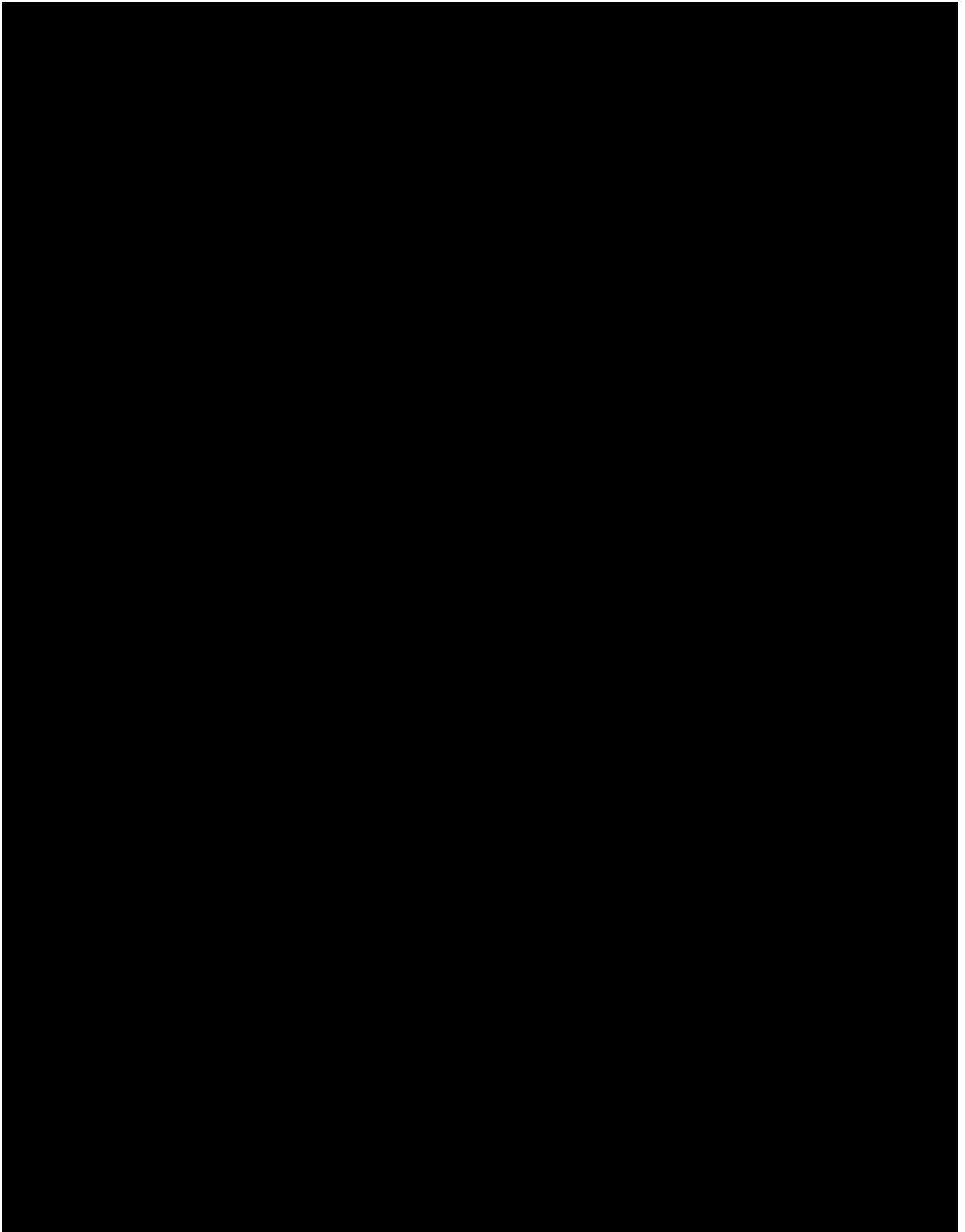


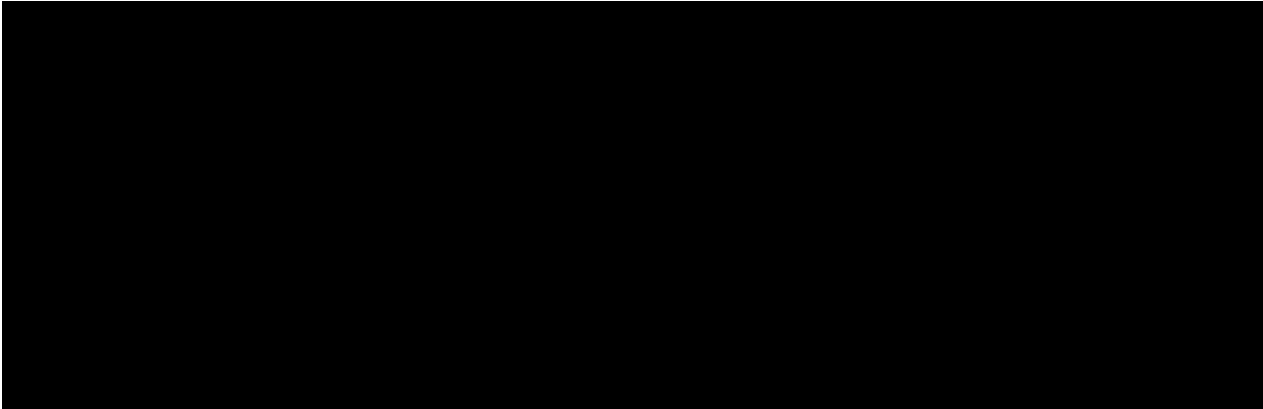
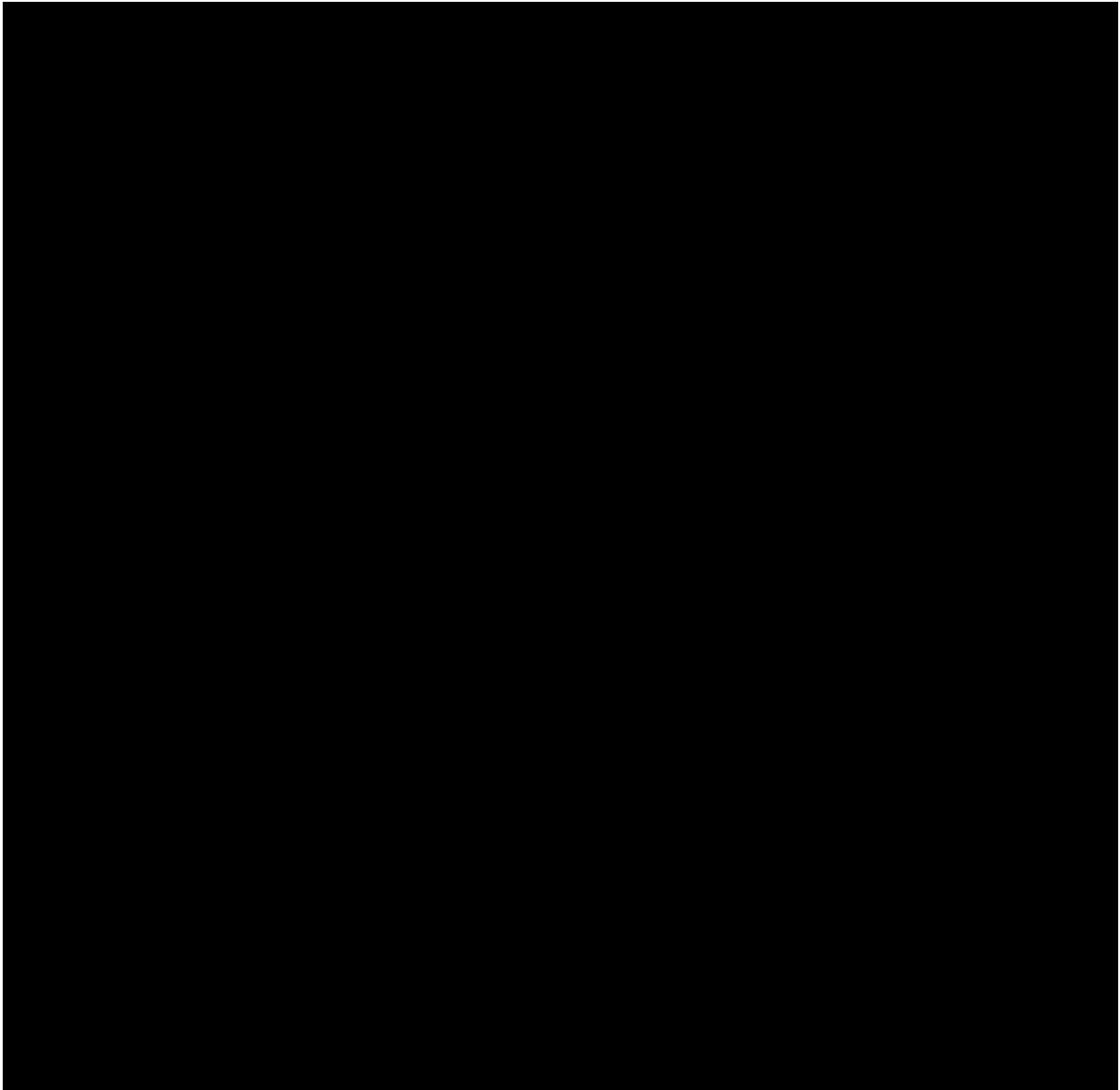


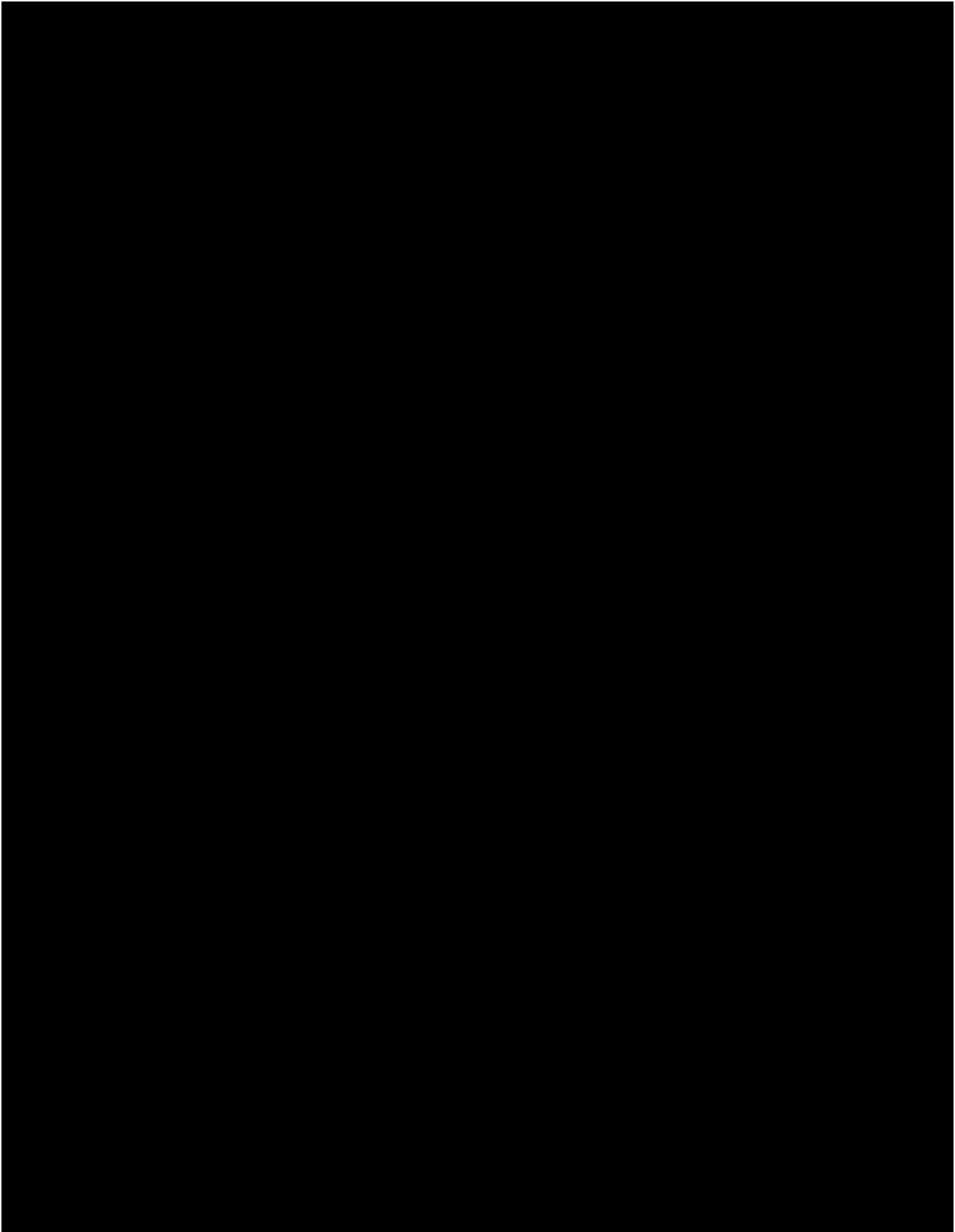


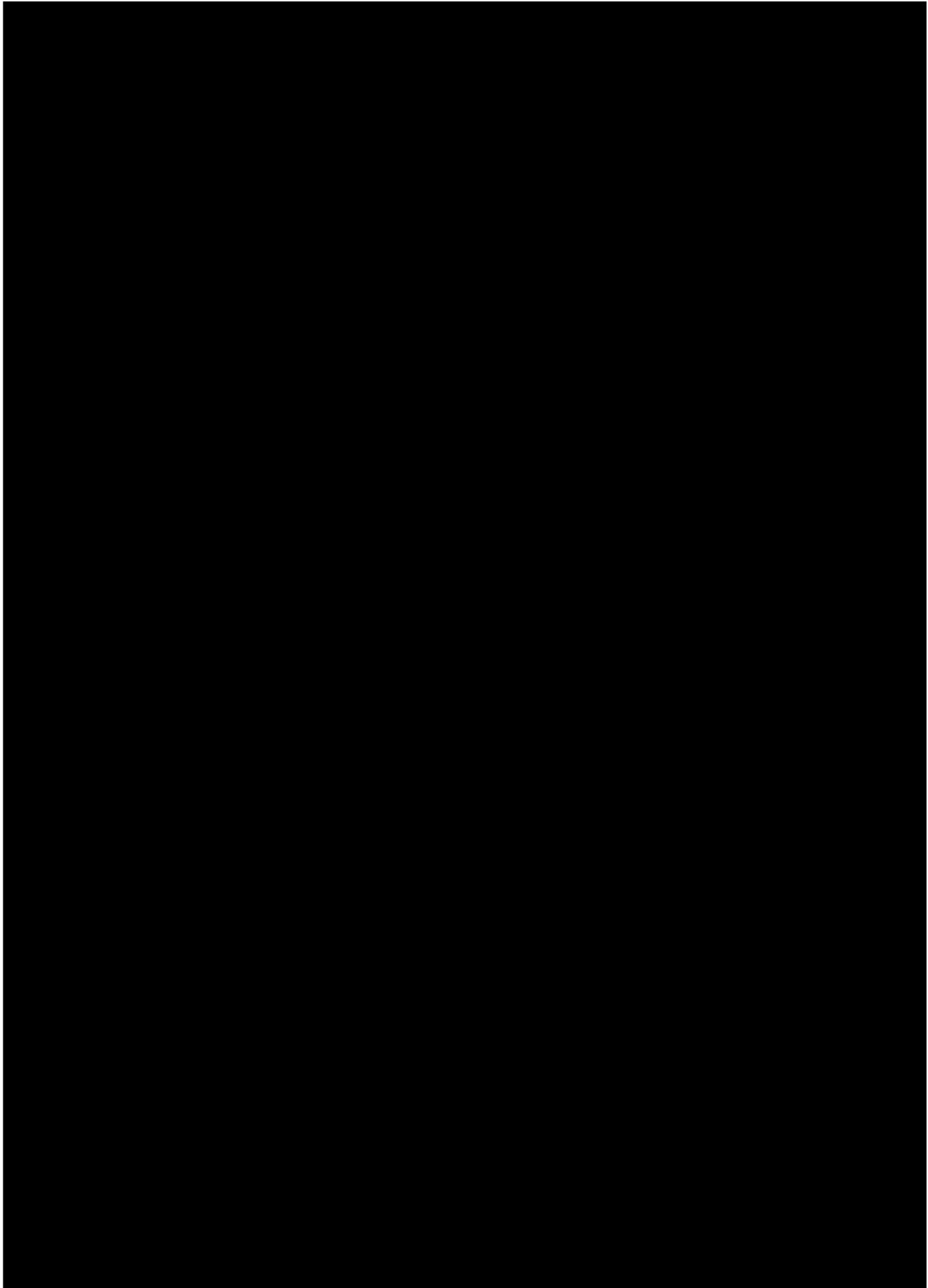


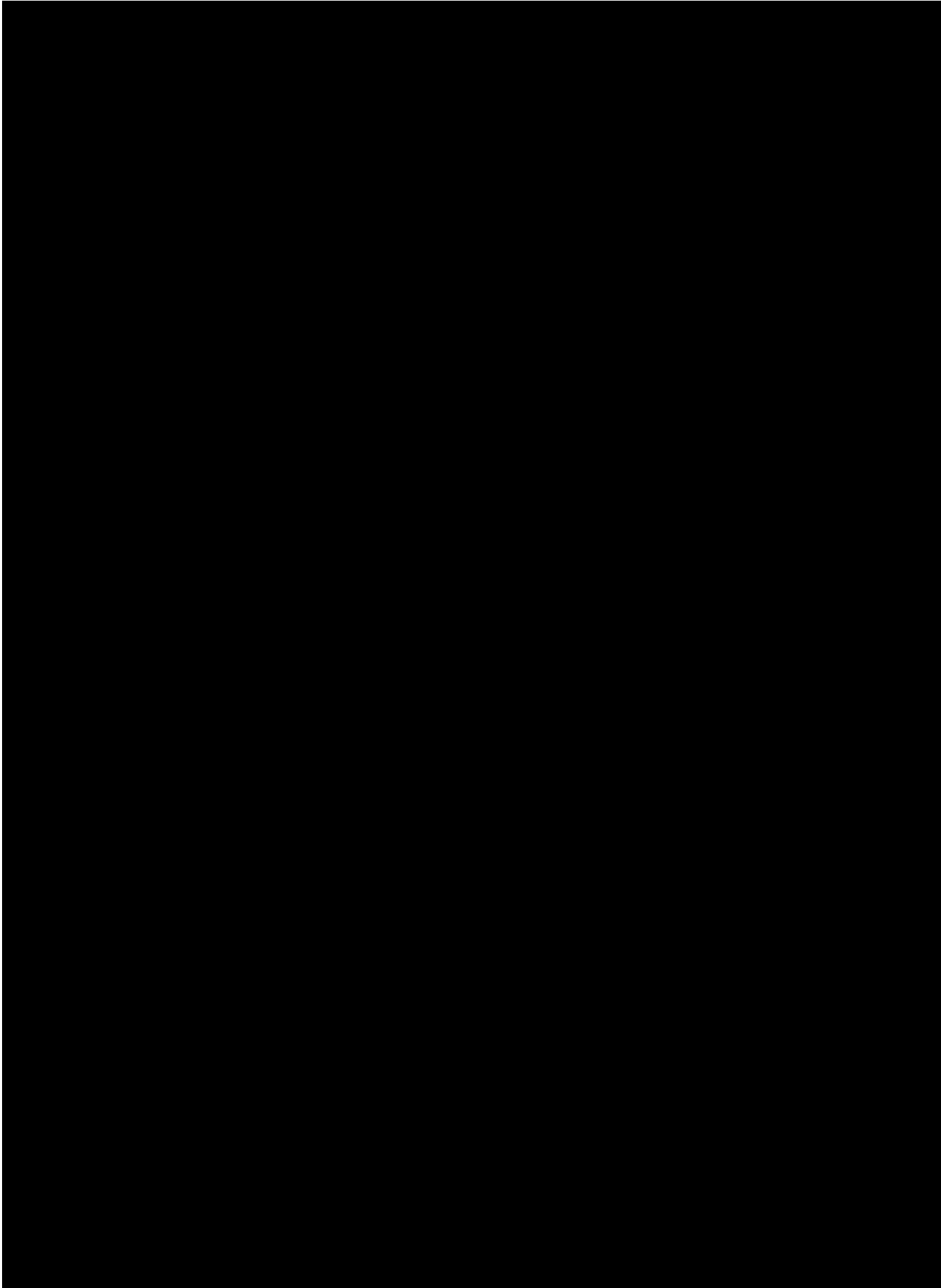


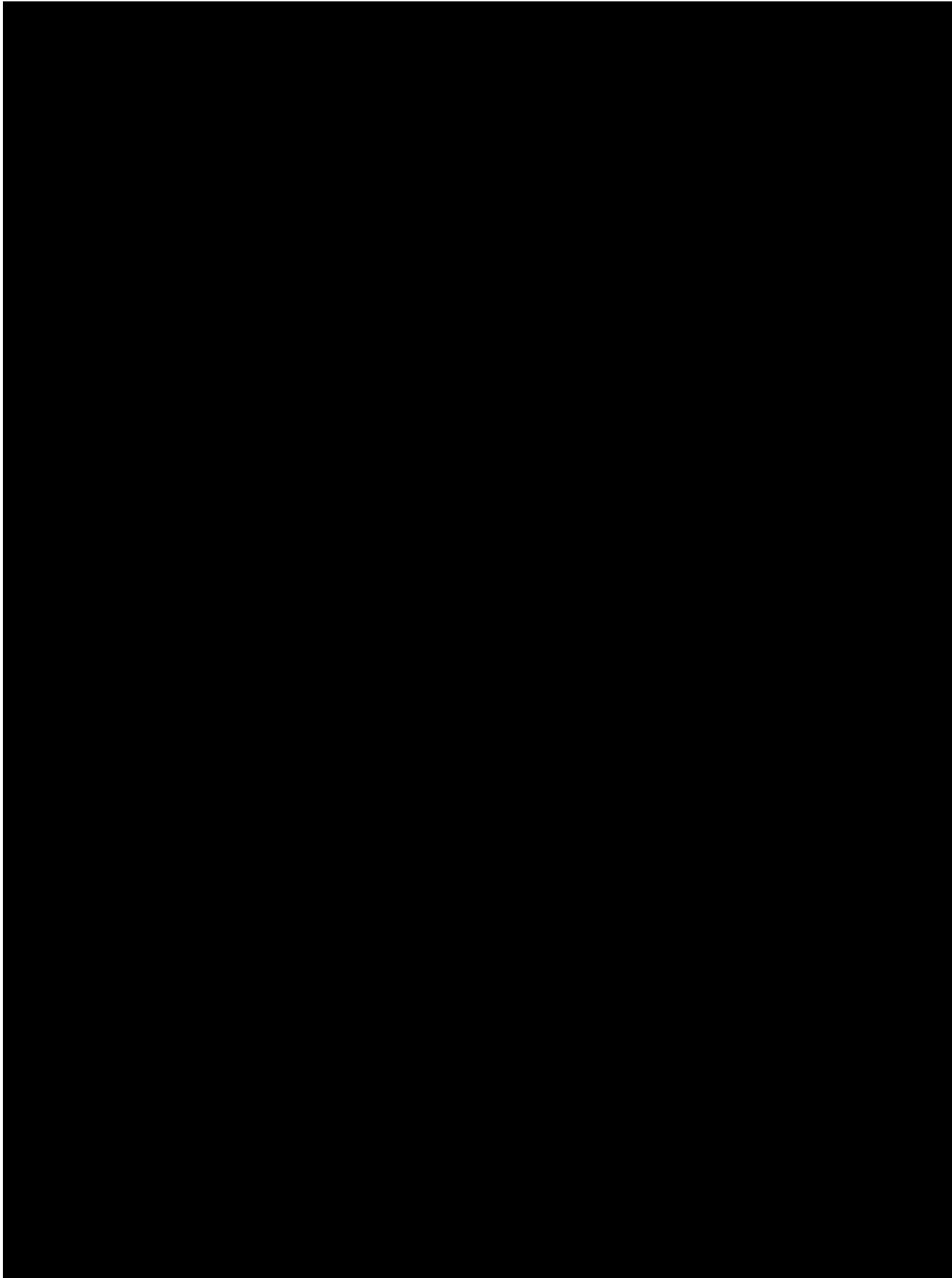


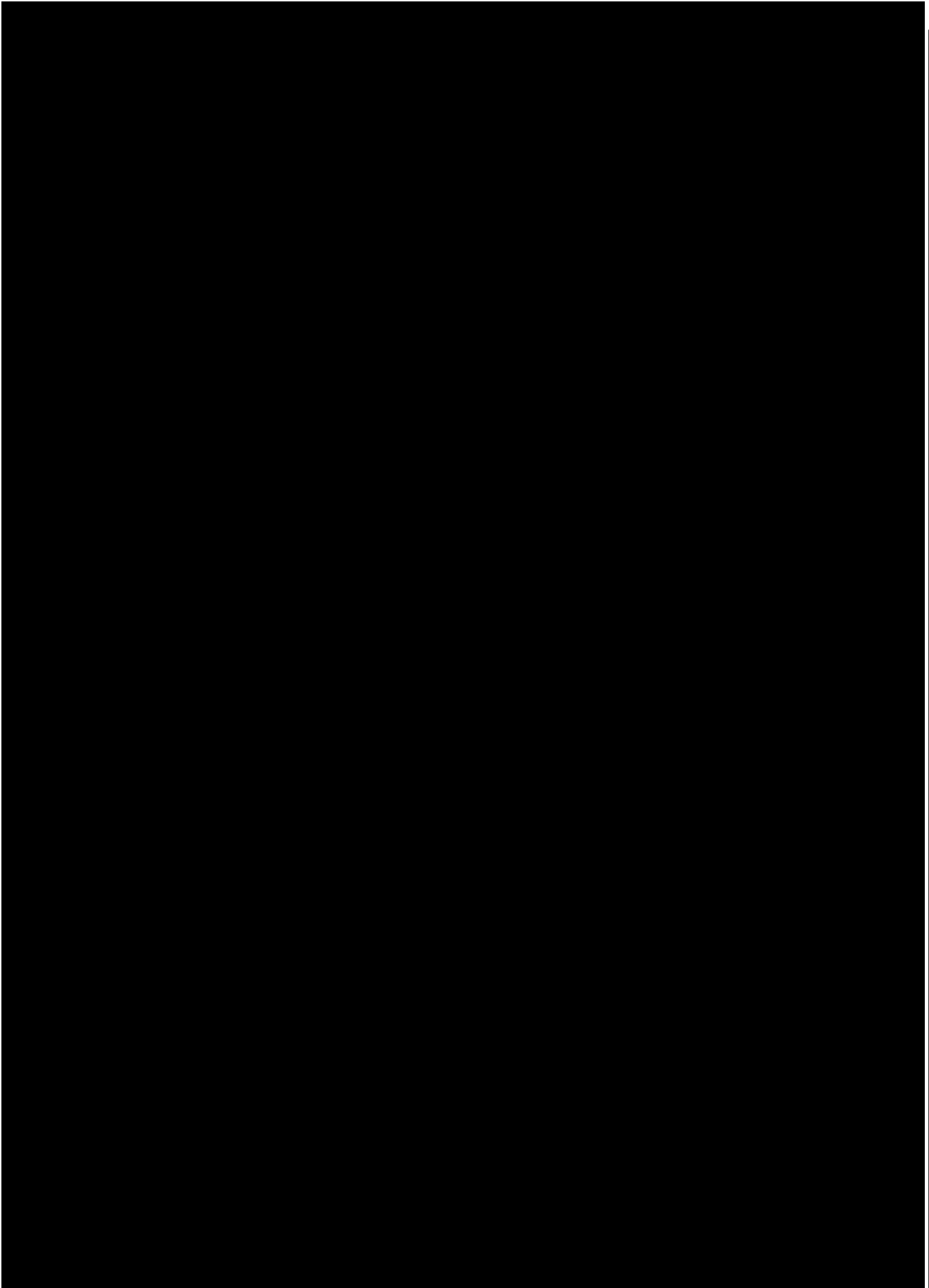


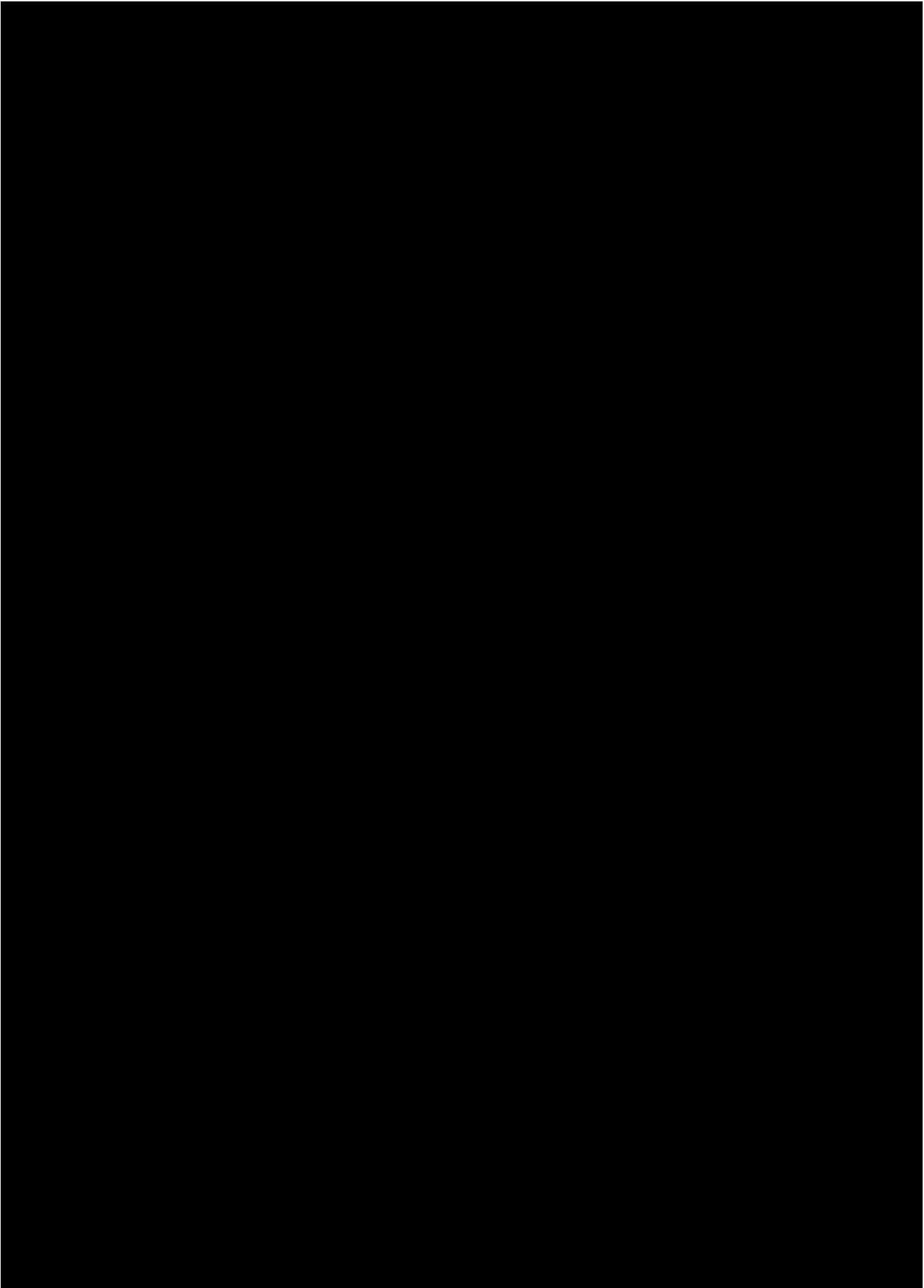


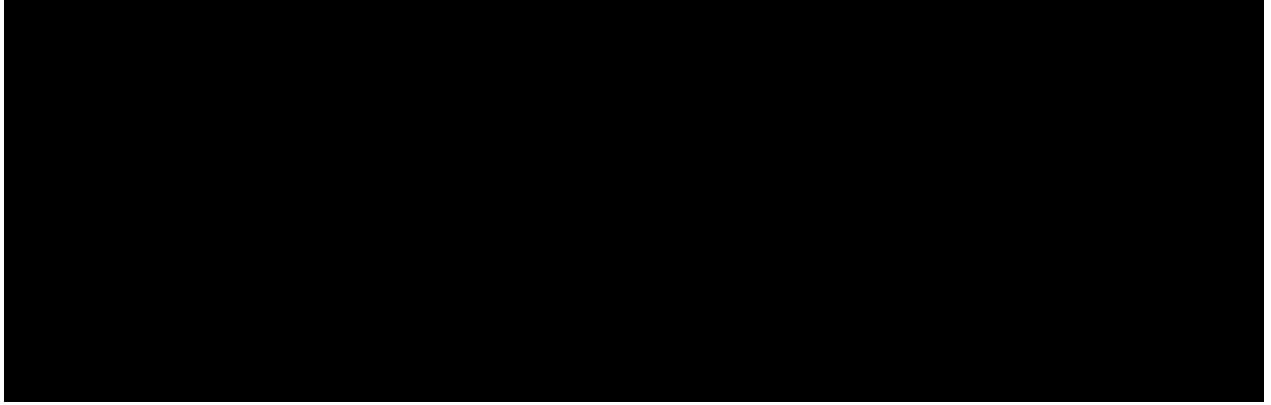


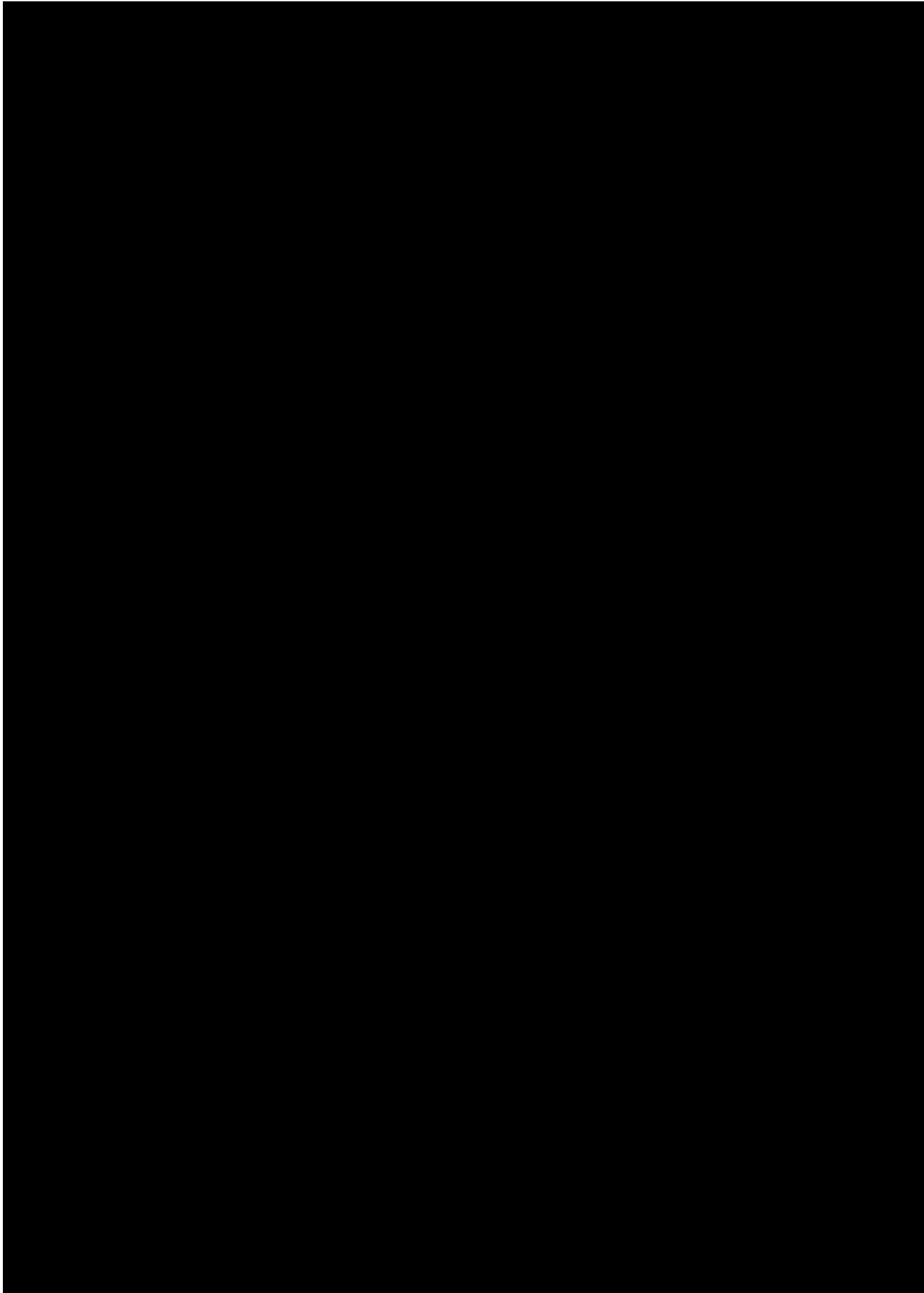


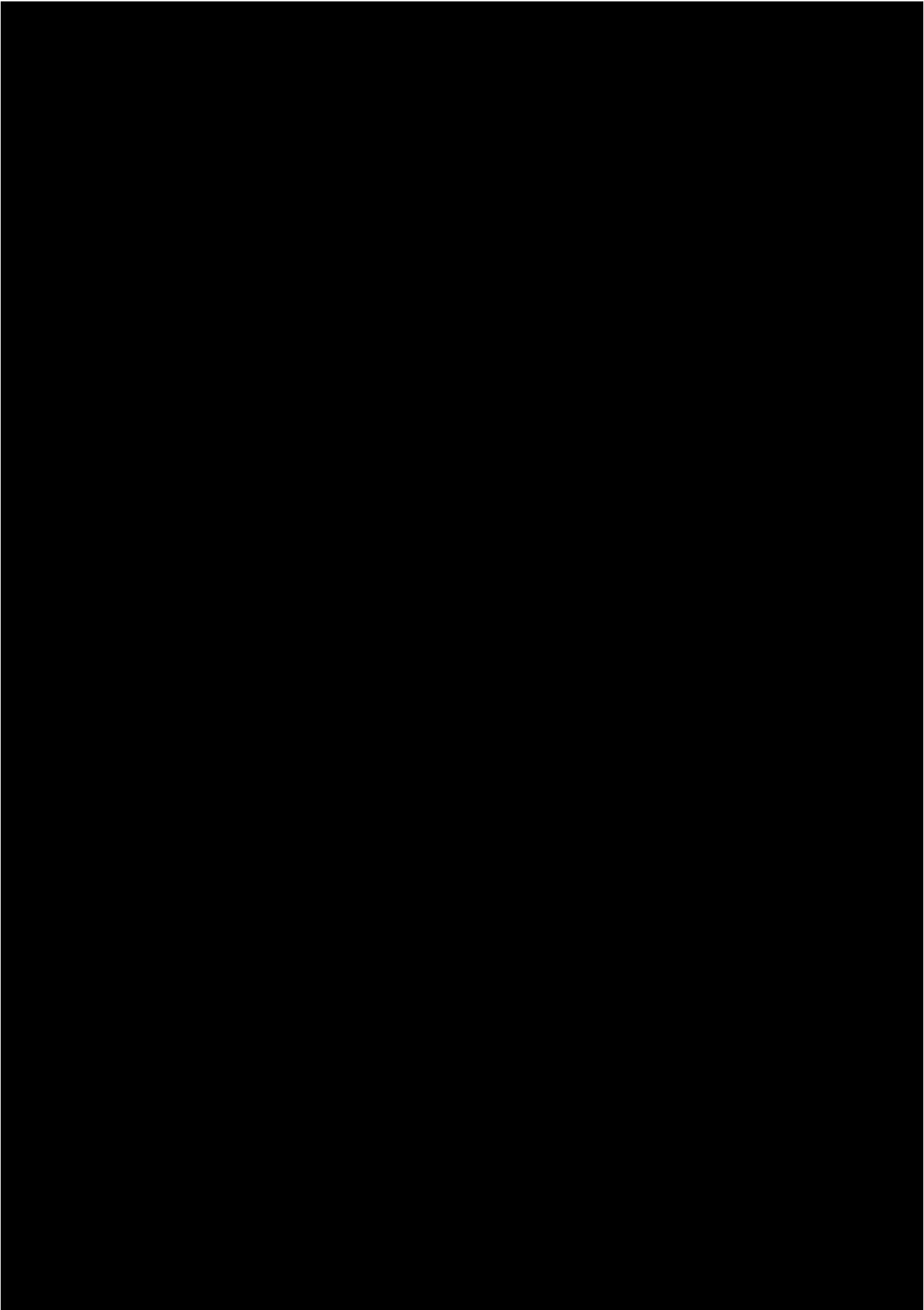


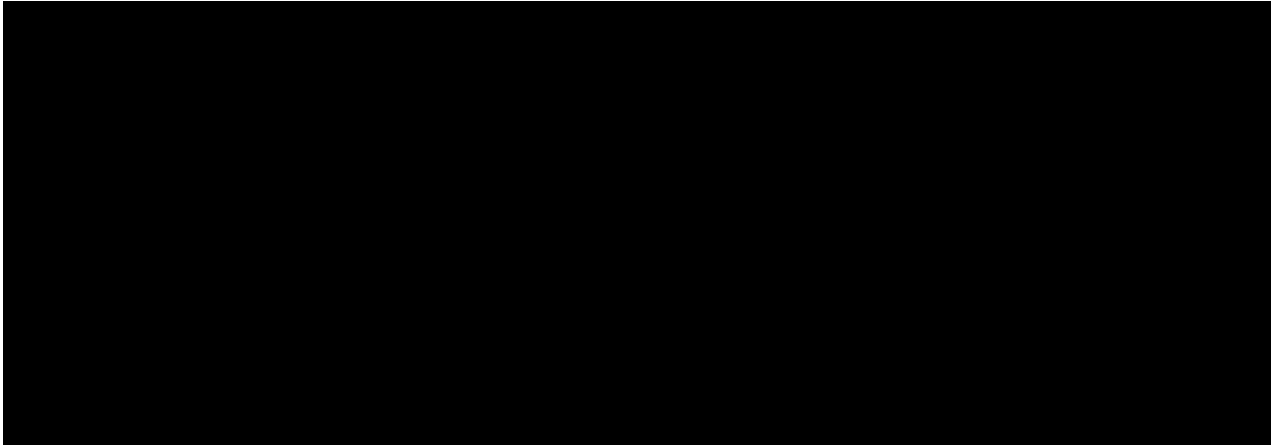




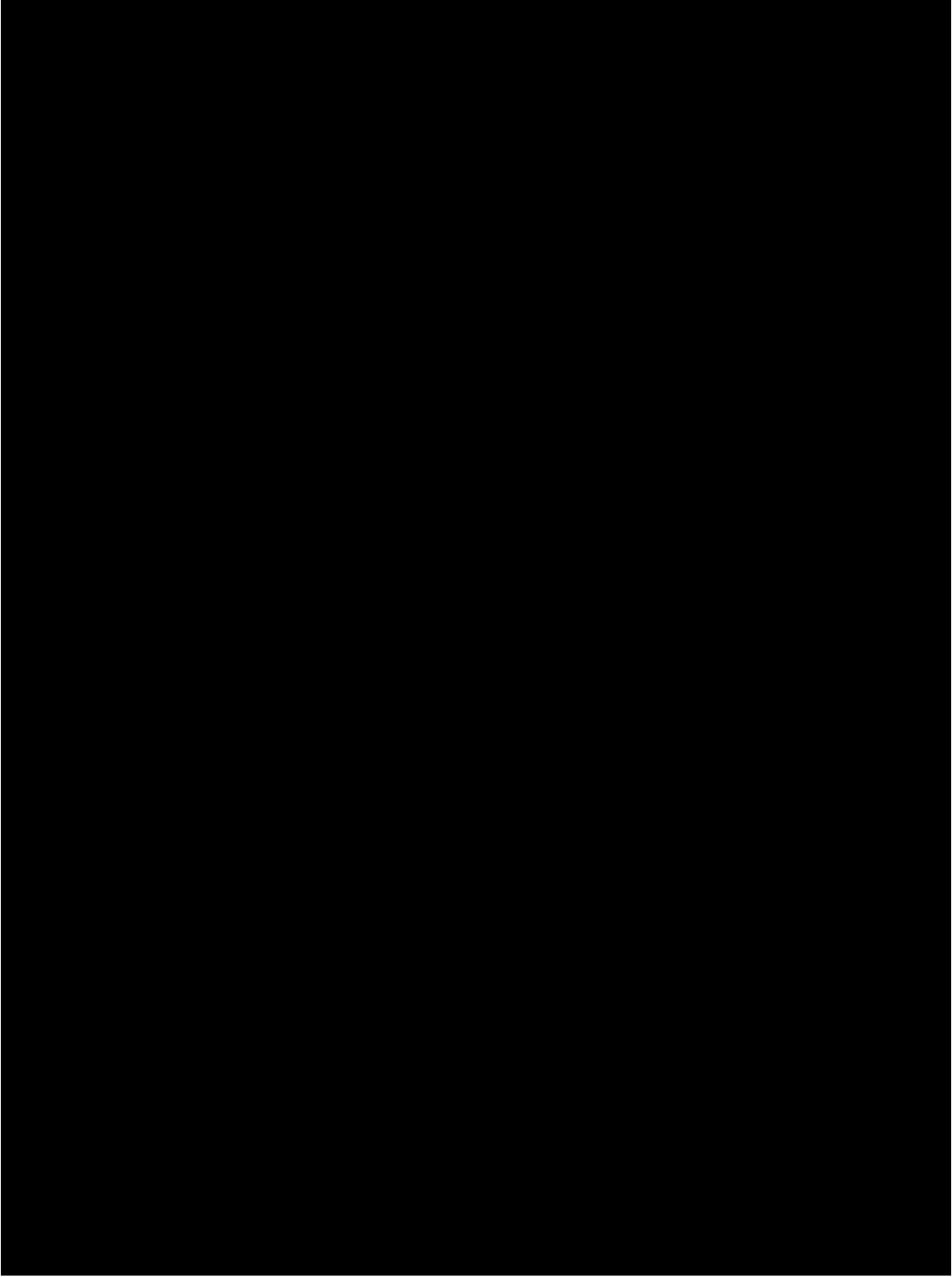


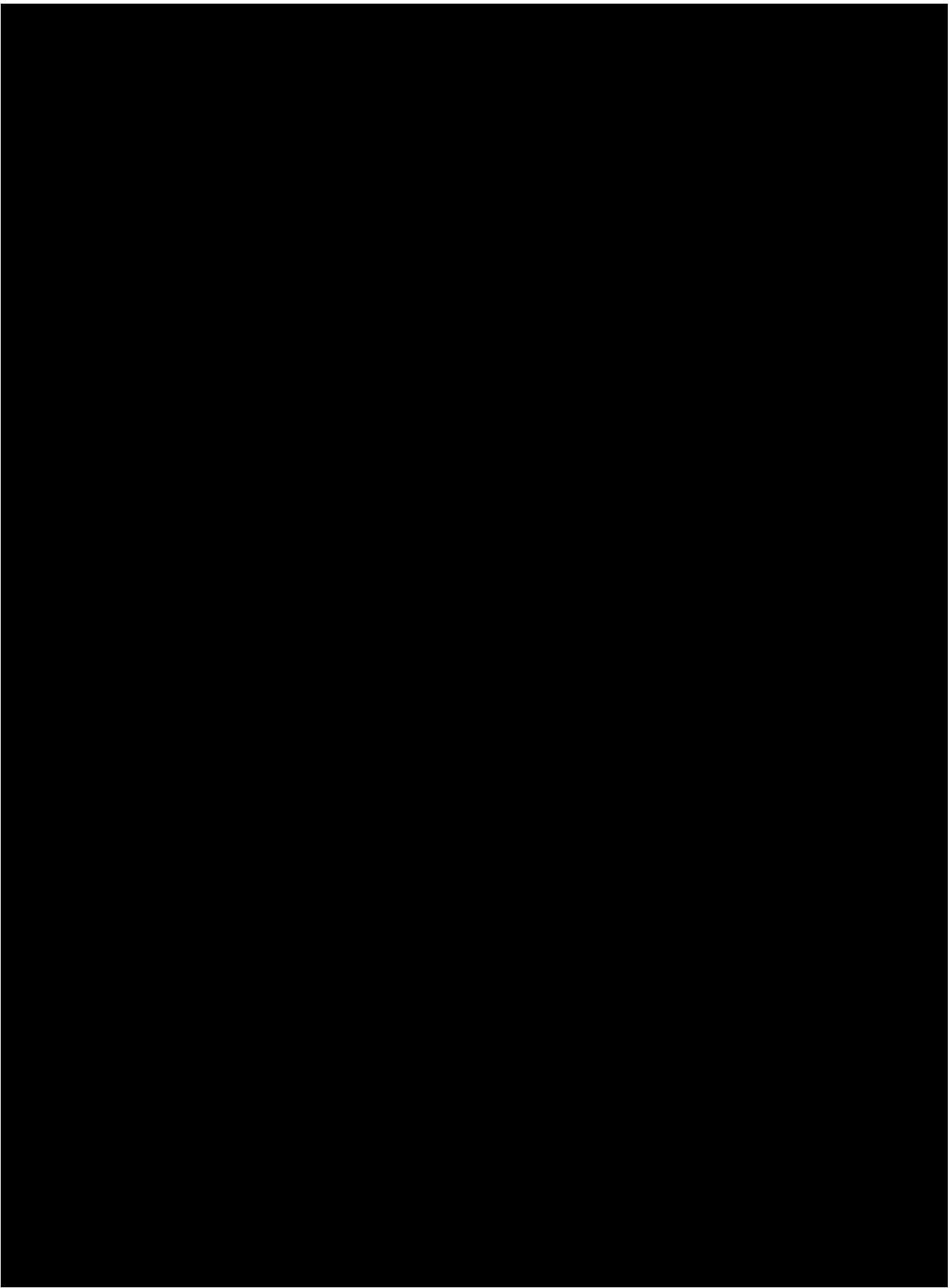


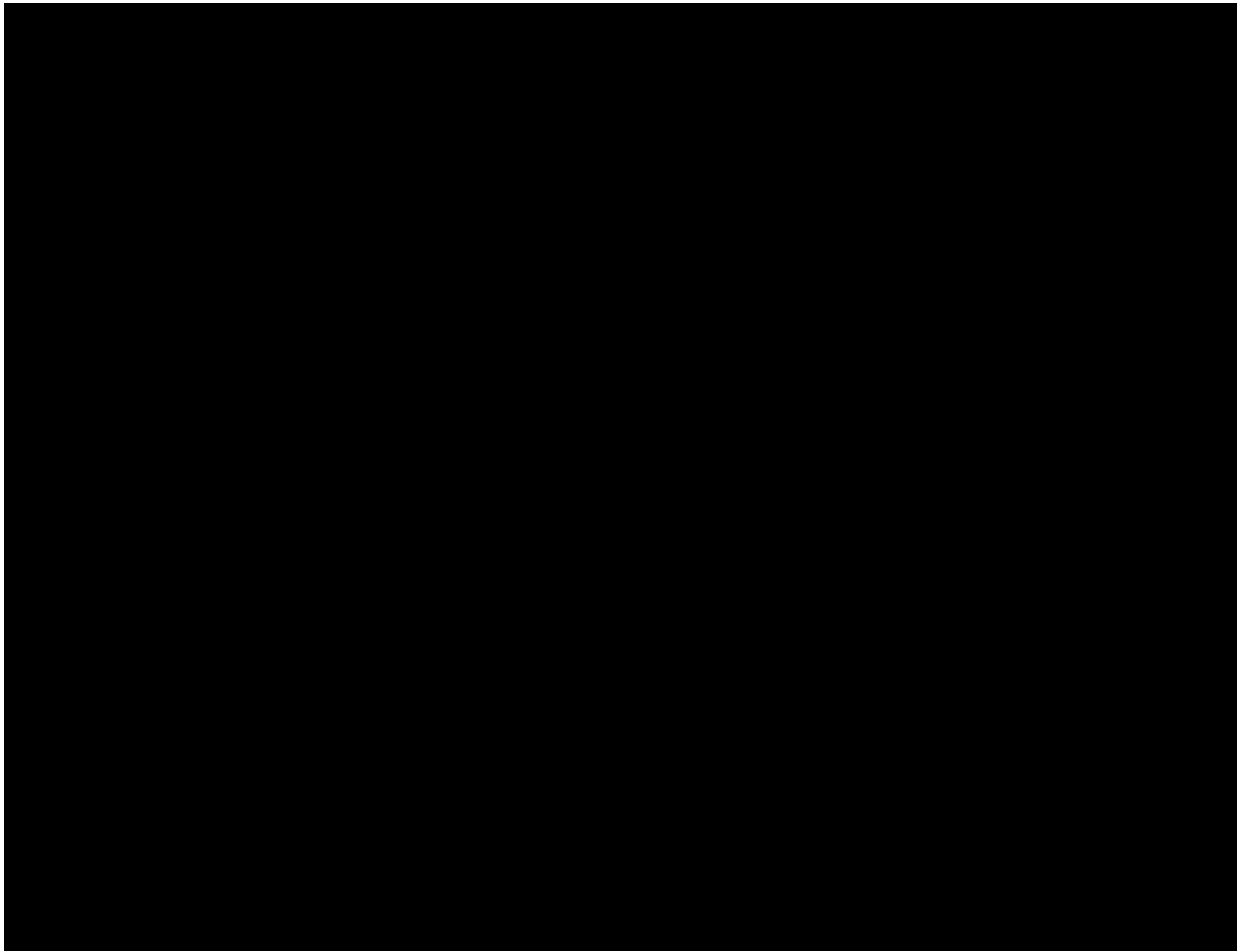


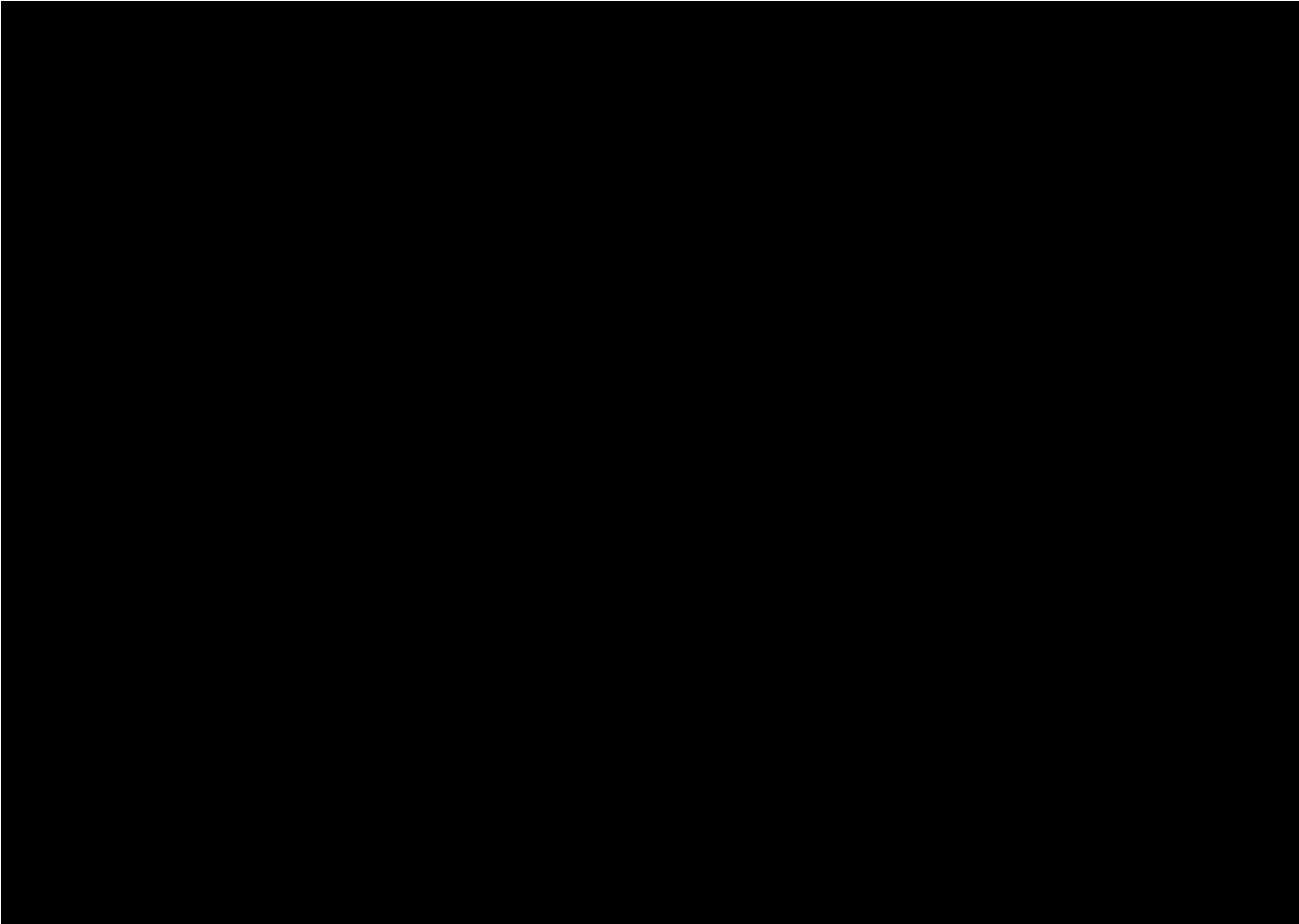


Appendix 1 – Integration









Attachment 2: Data Processing Agreement for SAP SERVICES (DPA) enGLOBAL.v.4-2022

1. DEFINITIONS

- 1.1. **"Audit Reports and Certifications"** mean documents available under: <https://www.sap.com/about/trust-center/certification-compliance/compliance-finder.html> or any subsequent website notified to Customer.
- 1.2. **"Cloud Service"** means any distinct, subscription-based, hosted, supported and operated on-demand solution as defined in the Agreement.
- 1.3. **"Controller"** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data; for the purposes of this DPA, where Customer acts as processor for another controller, it shall in relation to SAP be deemed as additional and independent Controller with the respective controller rights and obligations under this DPA.
- 1.4. **"Data Protection Law"** means the applicable legislation protecting the fundamental rights and freedoms of natural persons and their right to privacy with regard to the processing of Personal Data under the Agreement.
- 1.5. **"Data Subject"** means an identified or identifiable natural person as defined by Data Protection Law.
- 1.6. **"EEA"** means the European Economic Area, namely the European Union Member States along with Iceland, Liechtenstein and Norway.
- 1.7. **"GDPR"** means the General Data Protection Regulation 2016/679.
- 1.8. **"List of Subprocessors"** means a compilation of the name, address and role of each Subprocessor SAP uses to provide SAP Services which is in general published under: <https://support.sap.com/en/my-support/trust-center/subprocessors.html> or any subsequent website notified to Customer.
- 1.9. **"My Trust Center"** means information available on the SAP support portal (see: <https://support.sap.com/en/my-support/trust-center.html>) or the SAP agreements website (see: <https://www.sap.com/about/trust-center/agreements.html>) or any subsequent website(s) made available by SAP to Customer.
- 1.10. **"New SCC Relevant Transfer"** means a transfer (or an onward transfer) to a Third Country of Personal Data that is either subject to GDPR or to applicable Data Protection Law and where any required adequacy means under GDPR or applicable Data Protection Law can be met by entering into the New Standard Contractual Clauses.
- 1.11. **"New Standard Contractual Clauses"** means the unchanged standard contractual clauses, published by the European Commission, reference 2021/914 or any subsequent final version thereof as adopted by SAP. To avoid doubt Modules 2 and 3 shall apply as set out in Section 8.3.
- 1.12. **"Personal Data"** means any information relating to a Data Subject. For the purposes of the DPA, it includes only personal data which is:
 - a) processed by SAP as part of the Cloud Service; or
 - b) supplied to or accessed by SAP or its Subprocessors in order to provide support under the applicable Agreement or in connection with SAP Services.
- 1.13. **"Personal Data Breach"** means cases of a confirmed:
 - a) accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or unauthorized third-party access to Personal Data; or
 - b) similar incident involving Personal Data, in each case for which a Controller is required under Data Protection Law to provide notice to competent data protection authorities or Data Subjects.
- 1.14. **"Processor"** means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller, be it directly as processor of a controller or indirectly as subprocessor of a processor which processes personal data on behalf of the controller.
- 1.15. **"SAP Support"** means support services as defined in the applicable Agreement.

- 1.16. **"Schedule"** means the numbered Appendix with respect to the Standard Contractual Clauses (2010) and the numbered Annex with respect to the New Standard Contractual Clauses.
- 1.17. **"Services"** means implementation services, consulting services and/or other related services as defined in the Agreement and may also be referred to in the Agreement as **"Consulting Services"** or **"Professional Services"**.
- 1.18. **"Standard Contractual Clauses (2010)"** means the Standard Contractual Clauses (processors) published by the European Commission, reference 2010/87/EU.
- 1.19. **"Subprocessor"** or **"sub-processor"** means SAP Affiliates, SAP SE, SAP SE Affiliates and third parties engaged by SAP, SAP SE or SAP SE's Affiliates in connection with the SAP Services which process Personal Data in accordance with this DPA.
- 1.20. **"Technical and Organizational Measures"** means the technical and organizational measures for the relevant SAP Service published on the My Trust Center (see: <https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?search=Technical%20Organizational%20Measures>).
- 1.21. **"Third Country"** means any country, organization or territory not acknowledged by the European Union under Article 45 of GDPR as a safe country with an adequate level of data protection.

2. BACKGROUND

2.1. Application

- 2.1.1. This document ("**DPA**") is incorporated into and forms part of an Agreement between SAP and Customer about SAP Services. For the purpose of this DPA, SAP Services are defined as Cloud Service, Services or SAP Support in the Agreement and are subject to its terms.
- 2.1.2. This DPA sets forth the terms and conditions related to the processing of Personal Data by SAP and its Subprocessors in connection with delivering SAP Services.
- 2.1.3. This DPA does not apply to non-production environments of the SAP Services made available by SAP. Customer shall not store Personal Data in such environments.

2.2. Structure

Schedules 1 and 2 are incorporated into this DPA. They set out the agreed subject-matter, the nature and purpose of the processing, the type of Personal Data, categories of data subjects and the applicable technical and organizational measures.

2.3. Governance

- 2.3.1. SAP acts as a Processor and Customer and those entities that Customer permits to use the SAP Services act as Controllers under the DPA.
- 2.3.2. Customer acts as a single point of contact and shall obtain any relevant authorizations, consents and permissions for the processing of Personal Data in accordance with this DPA, including, where applicable approval by Controllers to use SAP as a Processor. Where authorizations, consent, instructions or permissions are provided by Customer these are provided not only on behalf of the Customer but also on behalf of any other Controller. Where SAP informs or gives notice to Customer, such information or notice is deemed received by those Controllers permitted by Customer to use the SAP Services or furnish Personal Data. Customer shall forward such information and notices to the relevant Controllers.

3. SECURITY OF PROCESSING

3.1. Applicability of the Technical and Organizational Measures

SAP has implemented and will apply the Technical and Organizational Measures. Customer has reviewed the appropriateness of such measures before it executes an Agreement that incorporates this DPA.

3.2. Changes

- 3.2.1. SAP applies the Technical and Organizational Measures to SAP's entire customer base hosted out of the same data center or receiving the same SAP Services. SAP will review the Technical and Organizational Measures as necessary and may change the Technical and Organizational Measures at any time without notice so long as it maintains a comparable or better level of security. Individual measures may be

replaced by new measures that serve the same purpose without diminishing the security level protecting Personal Data.

- 3.2.2. SAP will publish updated versions of the Technical and Organizational Measures on My Trust Center and where available Customer may subscribe to receive e-mail notification of such updated versions.

4. OBLIGATIONS

4.1. Instructions from Customer

SAP will process Personal Data only in accordance with documented instructions from Customer. The Agreement (including this DPA) constitutes such documented instructions. SAP will use reasonable efforts to follow any additional reasonable Customer instructions, as long as technically feasible. If SAP will not comply with an instruction or is of the opinion that an instruction infringes Data Protection Law, SAP will immediately notify Customer (e-mail permitted).

4.2. Processing on Legal Requirement

SAP may also process Personal Data where required to do so by applicable law. In such a case, SAP shall inform Customer of that legal requirement before processing unless that law prohibits such information on important grounds of public interest.

4.3. Personnel

To process Personal Data, SAP and its Subprocessors shall only grant access to authorized personnel who have committed themselves to confidentiality. SAP and its Subprocessors will regularly train personnel having access to Personal Data in applicable data security and data privacy measures.

4.4. Cooperation

- 4.4.1. At Customer's request, SAP will reasonably cooperate with Customer and Controllers in dealing with requests from Data Subjects or regulatory authorities regarding SAP's processing of Personal Data or any Personal Data Breach. If SAP receives a request from a Data Subject in relation to the Personal Data processing hereunder, SAP will promptly notify Customer (where the Data Subject has provided information to identify the Customer) via e-mail and shall not respond to such request itself but instead ask the Data Subject to redirect its request to Customer.

- 4.4.2. In the event of a dispute with a Data Subject as it relates to SAP's processing of Personal Data under this DPA, the Parties shall keep each other informed and, where appropriate, reasonably co-operate with the aim of resolving the dispute amicably with the Data Subject.

- 4.4.3. SAP shall provide functionality for production systems that supports Customer's ability to correct, delete or anonymize Personal Data from a Cloud Service, or restrict its processing in line with Data Protection Law. Where such functionality is not provided, SAP will correct, delete or anonymize any Personal Data, or restrict its processing, in accordance with the Customer's instruction and Data Protection Law.

4.5. Personal Data Breach Notification

SAP will notify Customer without undue delay after becoming aware of any Personal Data Breach and provide reasonable information in its possession to assist Customer to meet Customer's obligations to report a Personal Data Breach as required under Data Protection Law. SAP may provide such information in phases as it becomes available. Such notification shall not be interpreted or construed as an admission of fault or liability by SAP.

4.6. Data Protection Impact Assessment

If, pursuant to Data Protection Law, Customer (or its Controllers) are required to perform a data protection impact assessment or prior consultation with a regulator, at Customer's request, SAP will provide such documents as are generally available for the SAP Services (for example, this DPA, the Agreement, Audit Reports and Certifications). Any additional assistance shall be mutually agreed between the Parties.

5. DATA EXPORT AND DELETION

5.1. Export and Retrieval

If and to the extent SAP hosts Personal Data in a Cloud Service, during the Subscription Term of such Cloud Service and subject to the Agreement, Customer can access its Personal Data at any time.

Customer may use SAP's self-service export tools and retrieve its Personal Data in a structured, commonly used and machine-readable format.

5.2. **Deletion**

- 5.2.1. Before the Subscription Term of the Cloud Service expires, Customer shall perform one final data export which constitutes a final return of Personal Data from the Cloud Service.
- 5.2.2. At the end of the Agreement, Customer hereby instructs SAP to delete the Personal Data remaining with SAP (if any) within a reasonable time period in line with Data Protection Law (not to exceed 6 months), unless applicable law requires retention.

6. **CERTIFICATIONS AND AUDITS**

6.1. **SAP Resources**

SAP provides Audit Reports and Certifications free of charge, online or upon request. Additional verifications that require SAP resources are limited and subject to the following Sections.

6.2. **Limitations**

- 6.2.1. Customer or its independent third party auditor (reasonably acceptable to SAP excluding any third party auditor who is either a competitor of SAP or not suitably qualified) may be permitted to conduct an audit under Sections 6.3 and 6.4. Customer shall provide at least 60 days advance notice of any audit unless mandatory Data Protection Law or a competent data protection authority requires shorter notice.
- 6.2.2. The frequency (not to exceed once every 12 months), timeframe and scope of any audit shall be mutually agreed between the parties acting reasonably and in good faith. Customer audits shall be limited to remote audits where possible. Customer shall provide the results of any audit to SAP. Customer shall bear the costs of any Customer initiated audit unless such audit reveals a material breach by SAP of this DPA, then SAP shall bear its own expenses of an audit. If an audit determines that SAP has breached its obligations under the DPA, SAP will promptly remedy the breach at its own cost.

6.3. **Cloud Services Customer Audit**

- 6.3.1. Customer may audit SAP's control environment and IT security practices relevant to Personal Data processed by SAP, that require SAP resources equivalent to a maximum of 3 business days if:
 - a) SAP has not provided sufficient evidence of its compliance with the Technical and Organizational Measures through providing a certification as to compliance with ISO 27001 or other standards (scope as defined in the certificate), such as a valid SSAE18/ISAE3402 and/or ISAE3000 (e.g. SOC2 or C5) or an equally accepted regional or local certification or attestation; or
 - b) a Personal Data Breach has occurred; or
 - c) an audit is formally requested by Customer's data protection authority or provided under mandatory Data Protection Law.

6.4. **SAP Support and Services Customer Audit**

Customer may audit SAP's service and support delivery centers and IT security practices relevant to Personal Data processed by SAP that require SAP resources equivalent to a maximum of 1 business day if:

- a) SAP has not provided sufficient evidence of its compliance with the Technical and Organizational Measures through providing a certification as to compliance with ISO 27001 or other standards (scope as defined in the certificate); or
- b) a Personal Data Breach has occurred; or
- c) an audit is formally requested by Customer's data protection authority or provided under mandatory Data Protection Law.

6.5. **Other Controller Audit**

Any other Controller may assume Customer's rights under this Section 6 only if it applies directly to the Controller and such audit is permitted and coordinated by Customer. Customer shall use all reasonable means to combine audits of multiple other Controllers to avoid multiple audits.

7. SUBPROCESSORS

7.1. Permitted Use

SAP is granted a general authorization to subcontract the processing of Personal Data to Subprocessors, provided that:

- a) SAP or SAP SE on its behalf shall engage Subprocessors under a written (including in electronic form) contract consistent with the terms of this DPA in relation to the Subprocessor's processing of Personal Data. SAP shall be liable for any breaches by the Subprocessor in accordance with the terms of the Agreement;
- b) SAP will evaluate the security, privacy and confidentiality practices of a Subprocessor prior to its selection in order to establish that it is capable of providing the level of protection of Personal Data required by this DPA; and
- c) SAP provides to Customer the List of Subprocessors by publishing it on My Trust Center or by making it available to Customer in writing (email permitted) upon Customer's written request.

7.2. New Subprocessors

SAP's use of Subprocessors is at its discretion, provided that:

- a) SAP will inform Customer in advance (by email or posting on My Trust Center) of any intended additions or replacements to the list of Subprocessors including name, address and role of the new Subprocessor. Customer agrees to register on the My Trust Center and subscribe to its applicable and available List of Subprocessors. If Customer does not object, Customer is deemed to have accepted the new Subprocessor.
- b) Customer may object to a new Subprocessor by notifying SAP in writing within 5 business days of SAP's information for Services and in case of SAP Support and Cloud Services within 30 calendar days and explaining the reasonable ground(s) for its objection.
- c) If Customer objects SAP may choose: (i) not to use the Subprocessor; or (ii) to take reasonable measures to remedy Customer's grounds for its objection and use the Subprocessor or (iii) if this is not possible, use the Subprocessor. If Customer continues to have a legitimate objection, Customer may only terminate the affected SAP Service using the new Subprocessor, however termination of SAP Support shall also comply with the termination provision of the respective SAP Support agreement. Such termination shall take effect at the time determined by the Customer in its written termination notice provided Customer accepts the use of the proposed Subprocessor during the remainder of the Agreement until the effective termination date.
- d) If Customer objects but neither of the options under 7.2.(c) (i) or (ii) are pursued and SAP has not received any notice of termination, Customer is deemed to have accepted the new Subprocessor.
- e) Any termination under this Section shall be deemed to be without fault by either party and shall be subject to the terms of the Agreement.

7.3. Emergency Replacement

SAP may replace a Subprocessor without advance notice where the reason for the change is outside of SAP's reasonable control and prompt replacement is required for security or other urgent reasons. In this case, SAP will inform Customer of the replacement Subprocessor as soon as possible following its appointment. Section 7.2 applies accordingly.

8. INTERNATIONAL PROCESSING

8.1. Conditions for International Processing

SAP shall be entitled to process Personal Data, including by using Subprocessors, in accordance with this DPA outside the country in which the Customer is located as permitted under Data Protection Law.

8.2. Applicability of the Standard Contractual Clauses (2010)

- 8.2.1. Where for the period up to and including 26 September 2021, Personal Data of a Controller that is subject to GDPR is processed in a Third Country, or where Personal Data of a Swiss or United Kingdom based Controller or another Controller is processed in a Third Country and such international processing requires an adequacy means under the laws of the country of the Controller and the required adequacy means can be met by entering into the Standard Contractual Clauses (2010), then:

- a) if applicable, SAP and Customer enter into the Standard Contractual Clauses (2010);
 - b) Customer joins the Standard Contractual Clauses (2010) entered into by SAP or SAP SE and the Subprocessor as an independent owner of rights and obligations; or
 - c) other Controllers whose use of the SAP Services have been authorized by Customer under the applicable Agreement may also enter into Standard Contractual Clauses (2010) with SAP or the relevant Subprocessors in the same manner as Customer in accordance with Sections 8.2.1 a) and (b) above.
- 8.2.2. The Standard Contractual Clauses (2010) shall be governed by the law of the country in which the relevant Controller is established.
- 8.2.3. Where applicable Data Protection Law adopts the New Standard Contractual Clauses as meeting any required adequacy means as an alternative or update to the Standard Contractual Clauses (2010) then the New Standard Contractual Clauses shall apply in accordance with Section 8.3.
- 8.3. Applicability of New Standard Contractual Clauses
- 8.3.1. The following shall apply with effect from 27 September 2021 and shall solely apply in respect of New SCC Relevant Transfers:
 - 8.3.1.1. Where SAP is not located in a Third Country and acts as a data exporter, SAP (or SAP SE on its behalf) has entered into the New Standard Contractual Clauses with each Subprocessor as the data importer. Module 3 (Processor to Processor) of the New Standard Contractual Clauses shall apply to such New SCC Relevant Transfers.
 - 8.3.1.2. Where SAP is located in a Third Country:

SAP and Customer hereby enter into the New Standard Contractual Clauses with Customer as the data exporter and SAP as the data importer which shall apply as follows:

 - a) Module 2 (Controller to Processor) shall apply where Customer is a Controller; and
 - b) Module 3 (Processor to Processor) shall apply where Customer is a Processor. Where Customer act as Processor under Module 3 (Processor to Processor) of the New Standard Contractual Clauses, SAP acknowledges that Customer acts as Processor under the instructions of its Controller(s).

Other Controllers or Processors whose use of the Cloud Services has been authorized by Customer under the Agreement may also enter into the New Standard Contractual Clauses with SAP in the same manner as Customer in accordance with Section 8.3.1.2 above. In such case, Customer enters into the New Standard Contractual Clauses on behalf of the other Controllers or Processors.
- 8.3.2. With respect to a New SCC Relevant Transfer, on request from a Data Subject to the Customer, Customer may make a copy of Module 2 or 3 of the New Standard Contractual Clauses entered into between Customer and SAP (including the relevant Schedules), available to Data Subjects.
- 8.3.3. The governing law of the New Standard Contractual Clauses shall be the law of Germany.
- 8.4. **Relation of the Standard Contractual Clauses to the Agreement**

Nothing in the Agreement shall be construed to prevail over any conflicting clause of the Standard Contractual Clauses (2010) or the New Standard Contractual Clauses. For the avoidance of doubt, where this DPA further specifies audit and Subprocessor rules, such specifications also apply in relation to the Standard Contractual Clauses (2010) and the New Standard Contractual Clauses.
- 8.5. Third Party Beneficiary Right under the New Standard Contractual Clauses
 - 8.5.1. Where Customer is located in a Third Country and acting as a data importer under Module 2 or Module 3 of the New Standard Contractual Clauses and SAP is acting as Customer's sub-processor under the applicable Module, the respective data exporter shall have the following third party beneficiary right:
 - 8.5.2. In the event that Customer has factually disappeared, ceased to exist in law or has become insolvent (in all cases without as successor entity that has assumed the legal obligations of the Customer by contract or by operation of law), the respective data exporter shall have the right to terminate the affected SAP Service solely to the extent that the data exporter's Personal Data is processed. In such event, the respective data exporter also instructs SAP to erase or return the Personal Data.

9. DOCUMENTATION; RECORDS OF PROCESSING

Each party is responsible for its compliance with its documentation requirements, in particular maintaining records of processing where required under Data Protection Law. Each party shall reasonably assist the other party in its documentation requirements. Customer shall provide and maintain information on all Controllers (e.g. legal name and address) using the SAP Services in electronic format (e.g. in the Order Form) as reasonably requested by SAP, in order to enable SAP to comply with any obligations relating to maintaining records of processing.

Schedule 1 Description of the Processing

This Schedule 1 applies to describe the Processing of Personal Data for the purposes of the Standard Contractual Clauses (2010), New Standard Contractual Clauses and applicable Data Protection Law.

1. A. LIST OF PARTIES

1.1. Under the Standard Contractual Clauses (2010)

1.1.1. Data Exporter

The data exporter is the Customer who has concluded the Agreement with SAP for the provision of SAP Services as further described under the relevant Agreement. The data exporter allows other Controllers to also use the SAP Service, these other Controllers are also data exporters.

1.1.2. Data Importer

1.1.2.1. In respect of Cloud Services

SAP and its Subprocessors that provide and support the Cloud Service are data importers under the Standard Contractual Clauses (2010).

1.1.2.2. In respect of other SAP Services

SAP and its Subprocessors provide the SAP Service as defined under the relevant Agreement concluded by the data exporter that includes Standard Contractual Clauses (2010) are data importers.

1.2. Under the New Standard Contractual Clauses

1.2.1. Module 2: Transfer Controller to Processor

Where SAP is located in a Third Country, Customer is the Controller and SAP is the Processor, then Customer is the data exporter and SAP is the data importer.

1.2.2. Module 3: Transfer Processor to Processor

Where SAP is located in a Third Country, Customer is a Processor and SAP is a Processor, then Customer is the data exporter and SAP is the data importer.

2. B. DESCRIPTION OF TRANSFER

2.1. Data Subjects

Unless provided otherwise by the data exporter, transferred Personal Data relates to the following categories of Data Subjects: employees, contractors, Business Partners or other individuals having Personal Data stored, transmitted to, made available to, accessed or otherwise processed by the data importer.

2.2. Data Categories

The transferred Personal Data concerns the following categories of data:

Customer determines the categories of data and/or data fields which could be transferred per SAP Service as stated in the relevant Agreement. For Cloud Services, Customer can configure the data fields during implementation of the Cloud Service or as otherwise provided by the Cloud Service. The transferred Personal Data typically relates to the following categories of data: name, phone numbers, e-mail address, address data, system access / usage / authorization data, company name, contract data, invoice data, plus any application-specific data transferred or entered into the SAP Service by Authorized Users and may include financial data such as bank account data, credit or debit card data.

2.3. Special Data Categories (if agreed)

- 2.3.1. The transferred Personal Data may comprise special categories of personal data set out in the Agreement (“**Sensitive Data**”). SAP has taken Technical and Organizational Measures as set out in Schedule 2 to ensure a level of security appropriate to protect also Sensitive Data.
- 2.3.2. The transfer of Sensitive Data may trigger the application of the following additional restrictions or safeguards if necessary to take into consideration the nature of the data and the risk of varying likelihood and severity for the rights and freedoms of natural persons (if applicable):
 - a) training of personnel;
 - b) encryption of data in transit and at rest ;
 - c) system access logging and general data access logging.
- 2.3.3. In addition, the Cloud Services provide measures for handling of Sensitive Data as described in the Documentation.
- 2.4. Purposes of the data transfer and further processing; Nature of the processing
- 2.4.1. **For Cloud Services**
 - 2.4.1.1. The transferred Personal Data is subject to the following basic processing activities:
 - a) use of Personal Data to set up, operate, monitor and provide the Cloud Service (including operational and technical Support);
 - b) continuous improvement of service features and functionalities provided as part of the Cloud Service including automation, transaction processing and machine learning;
 - c) provision of Consulting Services;
 - d) communication to Authorized Users;
 - e) storage of Personal Data in dedicated Data Centers (multi-tenant architecture);
 - f) release, development and upload of any fixes or upgrades to the Cloud Service;
 - g) back up and restoration of Personal Data stored in the Cloud Service;
 - h) computer processing of Personal Data, including data transmission, data retrieval, data access;
 - i) network access to allow Personal Data transfer;
 - j) monitoring, troubleshooting and administering the underlying Cloud Service infrastructure and database;
 - k) security monitoring, network-based intrusion detection support, penetration testing; and
 - l) execution of instructions of Customer in accordance with the Agreement.
 - 2.4.1.2. The purpose of the transfer is to provide and support the Cloud Service. SAP and its Subprocessors may support the Cloud Service data centers remotely. SAP and its Subprocessors provide support when a Customer submits a support ticket as further set out in the Agreement.
- 2.4.2. **For other SAP Services**

The transferred Personal Data is subject to the basic processing activities as set out in the Agreement which may include:

 - a) accessing systems containing Personal Data in order to provide SAP Support and Services;
 - b) use of Personal Data to provide the SAP Service;
 - c) continuous improvement of service features and functionalities provided as part of the SAP Service including automation, transaction processing and machine learning;
 - d) storage of Personal Data;
 - e) computer processing of Personal Data for data transmission;
 - f) execution of instructions of Customer in accordance with the Agreement;
- 2.4.3. For SAP Support: SAP or its Subprocessors provide support when a Customer submits a support ticket because the Software is not available or not working as expected. They answer phone calls and perform basic troubleshooting, and handle support tickets in a tracking system.
- 2.4.4. For Services: SAP or its Subprocessors provide Services subject to the Order Form Services and the applicable Scope Document.

- 2.5. The purpose of the transfer is to provide and support the relevant SAP Service. SAP and its Subprocessors may provide or support the SAP Service remotely.
- 2.6. The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):
Personal Data will be transferred on an ongoing basis for the duration of the Agreement.
- 2.7. The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:
Personal Data will be retained by SAP as set out in Section 5 above.
- 2.8. For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:
SAP will transfer Personal Data to Subprocessors as stated in the applicable List of Subprocessors for the duration of the Agreement.

3. C. COMPETENT SUPERVISORY AUTHORITY

- 3.1. In respect of the New Standard Contractual Clauses:
- 3.1.1. Module 2: Transfer Controller to Processor
- 3.1.2. Module 3: Transfer Processor to Processor
- 3.2. Where Customer is the data exporter, the supervisory authority shall be the competent supervisory authority that has supervision over the Customer in accordance with Clause 13 of the New Standard Contractual Clauses.

Schedule 2 Technical and Organizational Measures

This Schedule 2 applies to describe the applicable technical and organizational measures for the purposes of the Standard Contractual Clauses (2010), New Standard Contractual Clauses and applicable Data Protection Law.

SAP will apply and maintain the Technical and Organizational Measures.

To the extent that the provisioning of the Cloud Service comprises New SCC Relevant Transfers, the Technical and Organizational Measures set out in Schedule 2 describe the measures and safeguards which have been taken to fully take into consideration the nature of the personal data and the risks involved. If local laws may affect the compliance with the clauses, this may trigger the application of additional safeguards applied during transmission and to the processing of the personal data in the country of destination (if applicable: encryption of data in transit, encryption of data at rest, anonymization, pseudonymization).