

**SAP PartnerEdge Build
Cloud Specific Terms and Conditions
("SAP PartnerEdge Model")**

1. DEFINITIONS

Commonly used capitalized terms are defined in the Glossary at the end of the document. All capitalized terms not defined in this SAP PartnerEdge Model will have the meaning ascribed in the Agreement, including the Build Master Partner Agreement, any applicable SAP PartnerEdge Schedule, other applicable document, exhibit, appendix, annex, and/or Order Form included in, attached to, or referenced to in the Agreement. With respect to the SAP PartnerEdge Model, references to the "GTC" in this SAP PartnerEdge Model, the Build Master Partner Agreement or elsewhere in the Agreement means the SAP PartnerEdge Build General Terms and Conditions.

2. ENGAGEMENT MODEL

2.1 Subject to Partner's compliance with all Program Requirements (including meeting the Application Readiness Check criteria) at all times during the term of this SAP PartnerEdge Model and subject to Partner's subscription to a Development License as set forth in the PartnerEdge Program Guide and execution of a Development Agreement, SAP grants to Partner the rights set forth in Section 2.2 below. Partner may hold itself out as an SAP PartnerEdge Partner in the Territory (as defined in the applicable SAP PartnerEdge Schedule that references this SAP PartnerEdge Model).

2.2 Grant of Rights.

- (a) Partner Development.** This SAP PartnerEdge Model provides no license or subscription to any Development License to Use Cloud Service. Any use of the Cloud Service by Partner for testing, development and demonstration purposes is subject to the terms and conditions of a separate Development Agreement.
- (b) Cloud Service Subscription.** SAP grants to Partner, a non-exclusive, non-transferable, right in the Territory to (1) market and resell the Cloud Service (except for the Platform Cloud Service) only in connection with the Partner Product; and/or (2) Use the Platform Cloud Service to provide Application Services to Customers. Partner will provide access of the Cloud Service to Customers only in accordance with this SAP PartnerEdge Model and the SAP PartnerEdge Build GTC, including, without limitation, the restrictions listed in Section 2.3(a), 2.3(b) and 2.4 of this SAP PartnerEdge Model.
- (c) License to SAP.** Partner grants SAP a worldwide, royalty free, non-exclusive license to (i) use, copy, reproduce, transmit, publish, publicly perform, publicly display, distribute and access the Partner Platform Application and associated Data; and (ii) copy, reproduce, transmit, display, and distribute Data and Partner-provided marks, names, and logos, in each case, solely to provide and support the Cloud Service.
- (d) Resellers.** Except as otherwise provided in the SAP PartnerEdge Schedule, SAP grants to Partner a non-exclusive, non-transferable right to authorize Partner's resellers to market and resell subscriptions of the Bundled Product to Customers to the same extent and scope as set forth in Section 2.2(b) above. Partner will ensure that any resellers it authorizes to resell subscriptions to the Bundled Product does so only in compliance with, and pursuant to written terms no less protective of SAP than the Minimum Terms.
- (e) SAP PartnerEdge Application Innovation Base Service.**
 - i. SAP will provide Partner SAP PartnerEdge Application Innovation Base Service which currently encompasses access to partner service advisors with the necessary details including telephone and e-mail information. The partner service advisor may provide Partner with an enablement plan for partner organization, facilitate technical knowledge related to SAP products and solutions, new features, and may orchestrate access to other SAP Services ("**SAP Services**"), such as:
 - Business enablement services
 - Access to SAP community forums
 - Technical enablement services:

- Access to product documentation, online tutorials and other learning material
 - Online (remote) enablement sessions regarding SAP platform components & tools
 - Access to SAP technology and application roadmaps
- ii. SAP reserves the right to reassign an advisor without notice. SAP may adjust the description of the advisor's role, tasks and change add or stop SAP Services or elements thereof upon prior written notice to the Partner, e.g. via web-based publication of the SAP PartnerEdge Program Guide. Access to SAP Services which are specific to an SAP Product require that Partner has subscribed to the corresponding Development License.
- (f) **SAP App Center.** Partner may apply to become a participant of the SAP App Center. Use of the SAP App Center is subject to the terms and conditions of a separate participation agreement.

2.3 Bundled Product. The Use of the Cloud Service is subject to the following additional restrictions.

- (a) **Restricted License.** The Cloud Service may only be used to access data created by the Partner Product or data processed by the Partner Product that is necessary to enable the functionalities of the Partner Product (referred to as a "Restricted License").
- (b) **Database Restriction.** Other than communication (including data transfers) via application level APIs between a Cloud Service and software applications running on any third party runtime database acquired from SAP or its Affiliates, or any of its respective resellers or distributors, the Cloud Service will not access, directly or indirectly, any third party runtime database(s).
- (c) **Bundled Product Review.** The Bundled Product must be reviewed and approved by SAP in advance in accordance with SAP's standard practices (including meeting the Application Readiness Check criteria) before Partner may promote or make it available to its Customers or third parties. Partner agrees to provide such information about the Bundled Product as reasonably requested by SAP. SAP may deny or withhold approval in its sole discretion. SAP's approval of the Bundled Product is not, and will not be construed or represented by Partner to any third party to be a verification of the Bundled Product functionality or any support, preference, warranty or endorsement of such by SAP in any way.

2.4 Minimum Terms. Each Customer having accessed to the Cloud Service must have executed an End User Agreement. The End User Agreement must be binding on Customers under applicable laws and regulations in the country in which Partner is providing access to the Bundled Product. The End User Agreement must contain terms not materially less protective of SAP than the Agreement including without limitation the terms required under this Section 2.4, the applicable SAP PartnerEdge Schedule, and the Supplement. The Minimum Terms will include Partner's rights to perform audits on Customer's usage of the SAP Materials. Partner will not make any representations or warranties regarding the functionality or performance of the SAP Product that conflict with the Agreement. The End User Agreement for Cloud Service will grant SAP and its Affiliates and subcontractors a non-exclusive right to process Data solely to provide the Cloud Service.

2.5 Authorized Users. Cloud Service usage is limited to the Usage Metrics and volumes stated in the SAP PartnerEdge Build Cloud Schedule ("Build Cloud Schedule") and Order Form. Access credentials for the Cloud Service may not be used by more than one individual, but may be transferred from one individual to another if the original user is no longer permitted to use the Cloud Service.

2.6 Acceptable Use Policy. With respect to the Cloud Service, SAP Materials and Documentation, Partner will not: (a) disassemble, decompile, reverse-engineer, modify, copy, translate or make derivative works, except to the extent such rights cannot be validly waived by law, (b) transmit any content or data that is unlawful or infringes any Intellectual Property Rights, (c) circumvent or endanger its operation or security, (d) access the Cloud Service for the purpose of building a competitive product or service or copying its features or user interface; or (e) make any use of

the Cloud Service that violates any applicable local, state, national, international or foreign law or regulation.

- 2.7 Suspension of Cloud Service.** SAP may suspend use of the Cloud Service if continued use may result in material harm to the Cloud Service or its users. SAP will promptly notify Partner of the suspension. SAP will limit the suspension in time and scope as reasonably possible under the circumstances.
- 2.8 Third Party Web Service.** The Cloud Service may include integrations with web services made available by third parties (other than SAP or its Affiliates) that are accessed through the Cloud Service and subject to terms and conditions with those third parties. These third party web services are not part of the Cloud Service and the Agreement does not apply to them.
- 2.9 Mobile Access to Cloud Service.** Authorized Users may access certain Cloud Services through mobile applications obtained from third-party websites such as Android or Apple app store. The use of mobile applications may be governed by the terms and conditions presented upon download/access to the mobile application and not by the terms of the Agreement.
- 2.10 Platform Cloud Service.**
- (a)** Other than the Partner Platform Application, no other software may be uploaded into Platform Cloud Service. Partner is responsible for maintaining compatibility between the Partner Platform Application and the Platform Cloud Service upon upgrades of either component.
 - (b)** Partner will not license, resell, rent, lease or otherwise provide any access to, or benefits of, the Platform Cloud Service to Customer or other third parties, except in connection with the provision of Partner Platform Application to Customers. Use of the Platform Cloud Service by Customers is limited to communications and data exchange between the Partner Platform Application and the Platform Cloud Service via officially supported Platform Cloud Service interfaces. Notwithstanding anything in the Supplement to the contrary, Partner will not grant any rights for Customers to create Platform Applications for use with the Platform Cloud Service.
- 2.11 Delegation.** Partner may delegate the performance of the Partner's duties to suitably qualified personnel of an Affiliate. Notwithstanding such delegation by the Partner of its duties, Partner will remain directly accountable to SAP. Partner's Affiliate will not be entitled to hold itself out to be an authorized SAP partner or having any other direct relationship to SAP.

3. MODIFICATIONS AND ANALYSES

3.1 Modifications.

- (a)** The Cloud Service and SAP Policies may be modified by SAP. SAP will inform Partner of modifications by email, the support portal, release notes, Documentation or the Cloud Service. The information will be delivered by email if the modification is not solely an enhancement. Modifications may include optional new features for the Cloud Service, which Partner and its Customer may use subject to the then-current Supplement.
- (b)** If Partner establishes that a modification is not solely an enhancement and materially reduces the Cloud Service, Partner may terminate its subscriptions to the affected Cloud Service by providing written notice to SAP within thirty days after receipt of SAP's informational notice. In this case, Partner will be entitled to a refund of the unused subscription fee as set forth in Section 7.2 of the SAP PartnerEdge Build GTC.

- 3.2 Analyses.** SAP and its Affiliates may create analyses utilizing, in part, Data and information derived from Partner and Customer's use of the Cloud Service and Consulting Services. Analyses will anonymize and aggregate information, and will be treated as SAP Materials. Examples of how analyses may be used include: optimizing resources and support; research and development; automated processes that enable continuous improvement, performance optimization and development of new SAP products and services; verification of security and data integrity; internal

demand planning; and data products such as industry trends and developments, indices and anonymous benchmarking.

4. ORDERS.

Partner will submit an Order Form to order any subscription for a Cloud Service. The Order Form will include such information as required by SAP for Cloud Service subscriptions. SAP reserves the right to reject an Order Form and/or Customer DPA in its sole and reasonable discretion, if Partner is in violation of the Build Master Partner Agreement, SAP PartnerEdge Model, or the SAP PartnerEdge Build GTC.

5. SUPPORT.

Support for the Cloud Service will be provided by SAP to Partner as described in the Cloud Support Schedule that is incorporated into the applicable SAP PartnerEdge Schedule. Partner will provide support to Customers and resellers of the Cloud Service.

6. TERM AND TERMINATION OF THIS BUILD CLOUD MODEL

6.1 Term. The term of this SAP PartnerEdge Model is as stated in the applicable SAP PartnerEdge Schedule. This SAP PartnerEdge Model may be terminated in accordance with the SAP PartnerEdge Build GTC.

6.2 Termination for convenience. Either Party may terminate this SAP PartnerEdge Model for convenience with three months' written notice prior (email acceptable) to the end of the initial term set forth in the applicable SAP PartnerEdge Schedule or the then current renewal term.

6.3 Termination for non-compliance with Program Requirements. SAP may terminate this SAP PartnerEdge Model with three months' prior written notice if Partner:

- (a) did not meet all of the Program Requirements for the first time within twelve months after the Effective Date defined in the applicable SAP PartnerEdge Schedule; or
- (b) does not comply with any of the Program Requirements excluding the Program Fee.

6.4 Wind-Down. If this SAP PartnerEdge Model is terminated other than due to a termination by SAP under Section 7.1 of the SAP PartnerEdge Build GTC, those Cloud Service subscriptions that were still valid at the point in time when the SAP PartnerEdge Model is terminated will not automatically terminate but will remain in place and SAP will grant Partner a wind-down period of up to (i) 1 year if the Subscription Period is six months or less; and (ii) 3 years if the Subscription Period is more than six months, each from the expiration date of the SAP PartnerEdge Model ("Wind-Down Period"). During the Wind-Down period, the SAP PartnerEdge Model will continue except as set out below:

- (a) The Subscription Term of a Cloud Service will not extend automatically if the renewal term for such Cloud Service would end later than Wind-Down Period; and
- (b) Partner may order an increase to a Usage Metric for those Cloud Services that were still valid upon the termination date of the SAP PartnerEdge Model but may not execute any new Order Form for Cloud Service.

6.5 Termination for Breach. If the Agreement is terminated due to Partner's breach, then SAP may elect for the Agreement to continue as described in Section 6.4 above or may terminate the Agreement without any Wind-Down Period, or just the applicable Order Form.

6.6 Consequences of Termination. If this SAP PartnerEdge Model is terminated or expired, Partner's right to receive benefits under the SAP PartnerEdge Program immediately ends.

6.7 Survival. Sections 1, 3.2, 6.4-6.7 and 7.1 will survive the expiration or termination of the Agreement.

7. DATA PROTECTION; ACCESS TO DATA

7.1 Access to Data

- (a) During the Subscription Term, Customer can access the Data at any time. Customer may export and retrieve the Data in a standard format. Export and retrieval may be subject

to technical limitations, in which case SAP and Partner will find a reasonable method to allow Customer access to the Data.

- (b) Before the Subscription Term expires, Customer may use SAP's self-service export tools (as available) to perform a final export of Data from the Cloud Service.
- (c) At the end of the SAP PartnerEdge Model, SAP will delete the Data remaining on servers hosting the Cloud Service unless applicable law requires retention. Retained data is subject to the confidentiality provisions of the Agreement.
- (d) In the event of third party legal proceedings relating to the Data, SAP will cooperate with Partner and its Customers and comply with applicable law (both at Partner's expense) with respect to handling of the Data.

8. APPLICATION READINESS CHECK.

Partner agrees to develop the Platform Applications in accordance with Documentation and Application Readiness Check criteria published by SAP. Partner will be responsible for providing SAP with all necessary information on the Platform Applications required for SAP to enable Application Review.

Glossary

- 1.1 "Application Readiness Check"** means SAP's standard procedure to review a Packaged Platform Application (as defined below in the definition of "Platform Application") required for go-to-market services offered by SAP under a separate agreement, based on the standard criteria as made available by SAP to Partner.
- 1.2 "Application Service"** means application or managed services that are provided by Partner utilizing Partner Product that runs in connection with the Cloud Service which allow Customers to remotely access, or otherwise receive the benefits of, the application or managed services.
- 1.3 "Build Authorization"** means that Partner needs to meet specific training and qualification requirements for the On Premise or Cloud Product Family as set out in detail in the PartnerEdge Program Guide.
- 1.4 "Development License"** means a development cloud service subscribed under a separate SAP Development Agreement.
- 1.5 "Development Agreement"** means an SAP development agreement that provides for the terms and conditions of development use of the Cloud Service.
- 1.6 "Minimum Terms"** means all of the minimum terms required to be included in an End User Agreement as set forth in Section 2.4.
- 1.7 "Partner Product"** means, with respect to this SAP PartnerEdge Model, a proprietary Partner solution which integrates with and which can be used with a Cloud Service. The Partner Product must add new and independent functionality beyond that provided by the Cloud Service, including any new functional components for business processes not provided by the Cloud Service.
- 1.8 "Platform Application"** means the software developed or maintained by Partner under the Development License, and which may consist of Modifications and Add-Ons. Each Platform Application may consist of a frontend component, e.g. residing on mobile devices of Customer, and optionally also of a backend component connecting to a Customer's business applications. A Platform Application needs to be compatible with an SAP Material provided under the Agreement. Platform Applications may either be built as:
- (a)** applications for usage by multiple Customers ("**Packaged Platform Application**"); or
 - (b)** custom-built applications to be used by a specific Customer only ("**End User-Specific Platform Application**")
- 1.9 "Product Family"** means an SAP product family which may comprise of one or several Cloud Service as further set out in the applicable RSPI.
- 1.10 "Program Requirements"** means that the Partner has to fulfill certain program entry requirements as well as ongoing program requirements, some of which are general PartnerEdge requirements, some of which are specific for the "Build Engagement", including, without limitation payment of the Program Fee(s), successful conclusion of the Application Readiness Check for at least one Platform Application within twelve (12) months after the Effective Date of this SAP PartnerEdge Model, upholding a subscription to at least one Development License, and other requirements as set out in detail in the PartnerEdge Program Guide and the Region-Specific Program Information ("RSPI").
- 1.11 "SAP Product"** means, with respect to this SAP PartnerEdge Model, the SAP Materials, Cloud Service, and/or SAP Support.