

SAP PartnerEdge
Build Innovation 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 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 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, SAP will:

(a) provide Partner SAP Platform Partner 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

(b) 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 an applicable SAP PartnerEdge program guide which will be incorporated herein by reference. Access to SAP Services which are specific to an SAP Product require that Partner has subscribed to the corresponding Development License.

2.2 For clarity, this SAP PartnerEdge Model provides no license or grant of right to any Development License to Use Software or Cloud Service. Any use of the Development License is subject to the terms and conditions of a separate Development License Agreement or Development Service Agreement.

3. PARTNER OBLIGATIONS

3.1 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.

3.2 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.

4. TERM AND TERMINATION OF THIS SAP PARTNEREDGE MODEL

- 4.1** Term. This SAP PartnerEdge Model comes into effect as of the Effective Date defined in the SAP PartnerEdge Schedule and remains in full force and effect until and including 31 December of the same year. Thereafter its term is automatically extended for subsequent periods of one year.
- 4.2** Termination for convenience. Either Party may terminate this SAP PartnerEdge Model for convenience with prior written notice of three (3) months to the end of a calendar year, at the earliest, however, to 31 December, following a minimum period of twenty-four (24) months from the Effective Date.
- 4.3** 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 SAP PartnerEdge Schedule; or
 - (b)** does not comply with any of the Program Requirements excluding the Program Fee for which the termination periods set out Section 7.1(a) of the SAP PartnerEdge Build GTC applies.
- 4.4** Consequences of Termination. If this SAP PartnerEdge Model is terminated or expired, Partner's right to receive benefits under the PartnerEdge Program with respect to this SAP PartnerEdge Model immediately ends.

5. AMENDMENT TO THE SAP PARTNEREDGE BUILD GTC.

Section 14.2 of the SAP PartnerEdge Build GTC is deleted and replaced by the following:
"14.2 SAP reserves the right to change any or all parts of the Agreement (in particular by replacing parts of it with an updated version), including, without limitation, the SAP PartnerEdge Model, Build GTCs, PartnerEdge Program Guide, PartnerEdge Branding Guide, RSPI and any other guide or agreement concluded under or in connection with any part of the Agreement as may be reasonably required and consistent with SAP's practices."

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 “Product Family”** means an SAP product family which may comprise of one or several Software or Cloud Service as further set out in the applicable RSPI.
- 1.3 “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**”)
- 1.4 “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 the PartnerEdge Build Developer Schedule, 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”).
- 1.5 “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.
- 1.6 “Development License”** means a development license or cloud service subscribed under a separate Development License Agreement or Development Service Agreement.