

EXHIBIT O
- TEST TENANT FOR SAP CLOUD SERVICE -
FOR SAP PARTNERS

This Exhibit consists of the Exhibits O-1, O-2, and O-3, and is hereby annexed to and made a part of the agreement between SAP and Partner on developing applications SAP platform technology.

The SAP Cloud Service is provided under the terms and conditions of the Agreement supplemented with the following terms and conditions. All capitalized terms not defined in this Exhibit shall have the meaning ascribed in the Agreement, including any Master Partner Agreement, applicable SAP PartnerEdge Schedule, SAP PartnerEdge Model, other applicable document, exhibit, appendix, annex, order form, and/or purchase order included in, attached to, or referenced to in the Agreement. In case of conflicting terms, the terms of this Exhibit shall prevail.

EXHIBIT O-1
- TEST TENANT FOR SAP CLOUD SERVICE TERMS AND CONDITIONS -
FOR SAP PARTNERS

This Exhibit governs the Partner's use of Test Tenant(s) for SAP Cloud Service for the purposes of development, integration, testing, and/or demonstration of Cloud Application and/or Integration Content for use with the Test Tenant for SAP Cloud Service. This Exhibit is only applicable if and when Partner subscribes to a Test Tenant for SAP Cloud Service as an additional resource at additional charges.

1. DEFINITIONS

- 1.1 "SAP Cloud Service"** means for the purpose of this Exhibit the defined test tenants listed as Test Tenant for SAP Cloud Service
- 1.2 "Test Tenant for SAP Cloud Service"** means a tenant made available to Partner solely for development, test, and demonstration of Cloud Applications and/or Integration Content with SAP Cloud Service. These usage rights shall apply to the following defined test tenants respectively:
- SAP Jam Tenant
 - SAP Cloud for Customer Tenant (C4C Tenant)

2. USE OF TEST TENANT FOR SAP CLOUD SERVICE

Partner's usage right is limited to a non-exclusive, limited license to access and use the Test Tenant for SAP Cloud Service solely to develop and/or test Cloud Applications and/or Integration Content for use with the Test Tenant for SAP Cloud Service, and to demonstrate the interoperability of the Test Tenant for SAP Cloud Service with the Cloud Application and/or Integration Content externally to prospects and End Users.

3. SERVICE LEVEL AGREEMENT, MAINTENANCE WINDOWS, SUPPORT

- 3.1** The Service Level Agreement for SAP Cloud Services document, including Maintenance Windows, applies to the SAP Cloud Service. The Service Level Agreement for SAP Cloud Services document can be found at: <http://go.sap.com/about/agreements/cloud-services.html?search=Service Level Agreement> (also available from SAP upon request). "Customer" in the Service Level Agreement

for SAP Cloud Services shall mean "Partner". "Cloud Service" in the Service Level Agreement for SAP Cloud Service shall mean "SAP Cloud Service".

- 3.2** SAP intends to meet the System Availability SLA for SAP Cloud Service as set forth in the Service Level Agreement for SAP Cloud Services. Partner shall have no claims under this section against SAP.
- 3.3** SAP will provide to Partners a monthly report describing the System Availability percentage for the applicable Cloud Service only through an online portal made available to Partner, if and when such online portal becomes available.
- 3.4** SAP Enterprise Support, cloud edition applies to the SAP Cloud Services. The terms of SAP Enterprise Support, cloud edition can be found in the Support Policy for SAP Cloud Services document, made available to Partner at: <http://go.sap.com/about/agreements/cloud-services.html?search=Support%20cloud> (also available from SAP upon request). "Customer" in the Support Policy for SAP Cloud Services document shall mean "Partner".

4. POST TERMINATION

After the effective date of termination or Phase-out Period, SAP shall have no obligation to maintain or provide any Partner Data. Except when Partner Data has been removed in accordance with the Agreement or exported by Partner, upon termination of the subscription to a Test Tenant for SAP Cloud Service or after Phase-out Period, SAP shall, upon Partner's request, using industry standard technology and to the extent possible, permanently and irrevocably remove, delete, purge or overwrite all data still remaining on the servers used to host the Test Tenant for SAP Cloud Service, including, but not limited to, Partner Data, unless and to the extent applicable laws and regulations require further retention of such data.

All Partner obligations stipulated in the Agreement shall remain in effect until the end of the Phase-out Period, including but not limited to payment obligations towards SAP.

EXHIBIT O-2
- SAP CLOUD FOR CUSTOMERS (C4C) TENANT
SUPPLEMENTAL TERMS AND CONDITIONS -
FOR SAP PARTNERS

This Exhibit governs the supplemental terms and conditions of Partner's use of SAP Cloud for Customer Tenant for the purposes of development, integration, testing, and/or demonstration of Cloud Applications and/or Integration Content for use with the SAP Cloud for Customers Tenant. This Exhibit is only applicable if and when Partner subscribes to SAP Cloud for Customer Tenant as an additional resource. In the event of conflicting terms, this Exhibit supersedes any other terms in this Agreement with regards to the use of the SAP Cloud for Customers Tenant.

1. DEFINITIONS

Certain definitions used in the Agreement will be deemed to have the following meanings solely for the purposes of this Exhibit.

- 1.1 "SAP Cloud Applications Studio"** means the overall SAP development environment to which SAP grants Partner access as outlined in this Supplement for development of the Cloud Application. It consists of the following elements: C4C SDK, and Key User Tools.
- 1.2 "SAP Cloud for Customers Tenant" ("C4C Tenant")** means the software and services provided by SAP to Partner for developing, testing and demoing Cloud Applications and/or Integration Content with the C4C Tenant when subscribing to SAP Cloud for Customer, partner development tenant, or partner test tenant, under this Agreement.
- 1.3 "Key User Tools"** means a set of tools that are available to configure, customize and extend the Cloud Application. This includes extensibility and flexibility enhancements as well as reporting enhancement capabilities. Configurations prepared with the Key User Tools may be incorporated into the Cloud Application.
- 1.4 "C4C Software Development Kit" ("C4C SDK")** means the frontend components of the SAP Cloud Applications Studio which are based on a developer framework and a user interface design tool. Partner develops Cloud Applications and/or Integration Content within the frontend C4C SDK and based on a scripting language called SAP Cloud Applications Studio script.

2. USE OF C4C TENANT

- (a) Partner's usage right is limited to a non-exclusive, limited license for Named Users to access and use the C4C Tenant solely for the purpose stated in this Exhibit.
- (b) No more than 50 Named Users may access each C4C Tenant subscribed to by Partner.
- (c) SAP will provide up to 10 gigabytes of disk storage space per Named User at no additional charge. Additional storage may be purchased based on then-current pricing.
- (d) Subscription to C4C Tenant includes the use of the SAP Cloud Applications Studio.
- (e) If Partner integrates the C4C Tenant with licensed SAP on-premise software, Partner may access such licensed SAP on-premise software through the C4C Tenant solely to perform functions in conjunction with its use of the C4C Tenant without requiring additional SAP named user licenses for such SAP on-premise software.

3. SUPPLEMENTAL TERMS FOR SAP CLOUD FOR SOCIAL ENGAGEMENT

- (a) SAP Cloud for Social Engagement includes integration to social media services and web sites and other similar services operated by third parties ("**Social Media Services**"). Partner must register for and maintain accounts with these Social Media Services as a pre-requisite to use SAP Cloud for Social Engagement. Partner is responsible for ensuring compliance by itself and all Named Users with any terms and conditions associated with use of such Social Media Services, and ensuring that its use of such Social Media Service is in compliance with all applicable law. Partner further agrees that SAP shall not be directly or indirectly responsible or liable for any damage or loss caused or alleged to be caused

by or in connection with Partner's use of or reliance on any content, goods or services available on or through any Social Media Service. Further, access to and use of certain web sites may be prohibited or restricted in certain countries, and Partner acknowledges it is solely responsible for ensuring use of such Social Media Services is permitted in the countries in which it accesses such services.

- (b) Partner agrees that it will not transmit any personally identifiable information to any Social Media Service via the C4C Tenant. Partner will not sell user data obtained through a Social Media Service.

4. INTEGRATION OPTIONS

In addition to the hosted portion of the C4C Tenant, SAP shall make available for download by Partner the SAP Cloud for Customer integration component (the "C4C Integration Component"). The use of the C4C Integration Component is limited to use with the C4CTenant and Partner may not use the C4C Integration Component for any other purpose. The C4C Integration Component is part of the SAP Cloud Service and Partner's use is limited to use by Named Users. The C4C Integration Component may not be modified or altered in any way except by SAP. Any such modifications will negate SAP's obligation to provide support and void SAP's warranty obligations under this Agreement. Partner is solely responsible for the security of the C4C Integration Component and is responsible for maintaining adequate security measures, including firewalls, to prevent unauthorized access to the C4C Integration Component. Upon termination or expiration of the Order Form, Partner's right to use the C4C Integration Component shall cease.

5. MOBILE ACCESS

The C4C Tenant may be accessed by Named Users through a mobile application obtained by Named Users via third-party websites. Partner acknowledges that the use of such mobile applications is governed by the terms and conditions presented to the Named User upon download/access to the mobile application and not by the terms of this Agreement. Partner acknowledges that the third party that operates the website through which the mobile application is distributed may stop distributing the mobile application at any time, and SAP is not responsible for the unavailability of the mobile application due to the actions of the third party distributor.

6. INTENTIONALLY LEFT BLANK

7. THIRD PARTY PRODUCT LICENSE TERMS

Google Maps Service ("GM Service"). In case the C4CTenant accesses the GM Service through a Google Maps API, Partner's use of the GM Service is subject to Google's Terms of Service which are set forth on: <http://www.google.com/intl/en/policies/terms/>. If Partner does not accept such Google Terms of Service, including, but not limited to all limitations and restrictions therein, Partner may not use the GM Service in the Test Tenant for SAP Cloud Service. Partner acknowledges and agrees that use of the GM Service in or through the C4C Tenant will constitute Partner's acceptance of Google's Terms of Service. Partner's usage of GM Service within the C4C Tenant can be terminated by SAP without stating any reason at any time. In that case SAP is not required to provide an equivalent service via another provider. Partner is not entitled to seek any damages as a result.

8. USE OF THE SAP CLOUD APPLICATIONS STUDIO

- (a) SAP will provide Partner access to the SAP Cloud Applications Studio for the purposes of this Agreement.
- (b) SAP hereby grants Partner, for the term of the subscription to the C4C Tenant, a non-exclusive, limited license for Named Users to access and use the SAP Cloud Applications

Studio and its Documentation to develop and test a Cloud Application. Partner is not permitted to use the SAP Cloud Applications Studio as a business application.

- (c) Partner is not permitted to sublicense or rent the SAP Cloud Applications Studio. Except to the extent expressly authorized herein and except to the extent stipulated by indispensable statutory requirements, third parties are not authorized to use or have access to the SAP Cloud Applications Studio or its Documentation. Partner is not permitted to create Modifications or derivative works of the SAP Cloud Applications Studio. Partner irrevocably assigns to SAP all rights, title and interest in and to any such Modifications and derivative works created by Partner. Any further use as not expressly set forth herein is strictly prohibited and subject to a separate written agreement and subject to the then current terms and conditions for such use.
- (d) SAP may provide Partner with certain front-end components of the SAP Cloud Applications Studio which need to be installed by Partner on its hardware. Partner is responsible for installing such front-end components of the SAP Cloud Applications Studio.
- (e) Partner acknowledges that ownership of and title to all intellectual property rights in the SAP Cloud Application Studio, the SAP Cloud Service and any SAP APIs are and shall remain the sole property of SAP and its licensors. Except for the licenses explicitly granted by SAP to Partner herein, SAP owns all rights and title, including all intellectual property rights, in and to any SAP software, libraries and tools made available by SAP to Partner.

EXHIBIT O-3
- SAP JAM TENANT SUPPLEMENTAL TERMS AND CONDITIONS -
FOR SAP PARTNERS

This Exhibit governs the supplemental terms and conditions of Partner's use of SAP Jam Tenant for the purposes of development, integration, testing, and/or demonstration of Cloud Applications and/or Integration Content for use with the SAP Jam Tenant. This Exhibit is only applicable if and when Partner subscribes to SAP Jam Tenant as an additional resource. In the event of conflicting terms, this Exhibit supersedes any other terms in this Agreement with regards to the use of the SAP Jam Tenant.

1. DEFINITIONS

Certain definitions used in the Agreement will be deemed to have the following meanings solely for the purposes of this Exhibit.

- 1.1 "Named User"** means Partner's and Affiliates' employees, agents, contractors, consultants, suppliers or other individuals who are authorized by Partner to use the SAP Cloud Service.
- 1.2 "Partner Data"** means any content, materials, data and information that is entered into the SAP Jam Tenant.
- 1.3 "SAP Jam Tenant"** means the software and services provided by SAP to Partner for developing, testing and demoing Cloud Applications and/or Integration Content with the SAP Jam Tenant when subscribing to SAP Jam, developer edition under this Agreement.
- 1.4 "User Content"** means information that is uploaded to the SAP Jam Tenant by Users and Partner. For purposes of this Supplement, User Content shall be considered Partner Data.

2. USE OF SAP JAM TENANT

Partner's usage right is limited to a non-exclusive, limited license for Named Users to access and use the SAP Jam Tenant solely for the purpose stated in this Exhibit.

3. USER CONTENT DISCLAIMER

If SAP is notified by a Named User or an owner of User Content that the User Content allegedly does not conform to the Agreement and/or this Supplemental allegedly infringes its rights, SAP may investigate the allegation (including by consulting with Partner) and determine in good faith and in its sole reasonable discretion whether to remove the User Content, which it reserves the right to do at any time after providing Partner with prior notice regarding such removal within a reasonable time in light of the circumstances. SAP reserves the right, but has no obligation, to monitor User Content and interactions between Named Users or Partner and its Named Users. Partner represents and warrants that it will take down any and all User Content of which it becomes aware that is infringing in a prompt manner or promptly notify SAP to do so.

4. MOBILE ACCESS

The SAP Jam Tenant may be accessed by Named Users through a mobile application obtained by Named Users via third-party websites (e.g.: Android or Apple app store). The use of such mobile applications is governed by the terms and conditions presented to the Named User upon download/access to the mobile application and not by the terms of the Agreement. The third party that operates the website through which the mobile application is distributed may stop distributing the mobile application at any time, and SAP is not responsible for the unavailability of the mobile application due to the actions of the third party distributor.

5. SUPPORT

SAP will provide support on functionality and APIs of SAP Jam Tenant via the SAP Jam forum at SCN.

6. MISCELLANEOUS

6.1 SAP may use Partner Data for developing and distributing benchmarks and similar reports and databases therefrom so long as SAP

- (a) first removes all references to Partner and any personal information of a Named User included in the Partner Data;
- (b) presents such Partner Data in the form of aggregate benchmarks; and
- (c) generates and publishes benchmarks only when such benchmarks include data from at least seven (7) other organizations.

6.2 Partner understands that not all content is available in each language but that language packs may only provide translations for the text strings used in the software system interface, not the content such as goals wizards texts and the like. For clarity, if Partner purchases an Enterprise Language Pack ("ELP"), such ELP includes language packs that SAP presently and in the future makes generally available thereunder for so long as Partner continues to subscribe to the ELP. Access to and delivery of any future language packs will occur only when such language packs are made generally available to all Partners.