

**SAP PartnerEdge Build Integrate
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 Program Requirements. 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 Build partner in the Territory (as defined in the applicable SAP PartnerEdge Schedule that references this SAP PartnerEdge Model).

2.2 Rights and Obligations.

- (a) Partner Development.** This SAP PartnerEdge Model provides no license, subscription or support to any SAP Solution and Integration Development Tools, nor does it grant Partner any right to create any integration to pass data between SAP Solution and Partner Solution. Any use of the Software, Cloud Service and associated Integration Development Tools by Partner is subject to the terms and conditions of a separate Development Agreement. Any use of Software or Cloud Service by Customers are subject to the separate software license or cloud service agreements entered into between SAP, its Affiliates or its resellers and the Customers.
- (b) 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.
- (c) Solution Review.** The Partner Solution that includes any Extension 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 Partner Solution and associated Extension as reasonably requested by SAP. SAP may deny or withhold approval in its sole discretion. SAP's approval of the Partner Solution and associated Extension is not, and will not be construed or represented by Partner to any third party to be a verification of the Partner Solution and associated Extension functionality or any support, preference, warranty or endorsement of such by SAP in any way.
- (d) Data Privacy.** Partner will ensure that if the Partner Solution and associated Extension access, collect, or transmit any Customer data from Software or Cloud Service, Partner is responsible for collecting and maintaining all such data in compliance with applicable data privacy and protection laws. Partner must enter into appropriate data protection agreements with Customer as required by applicable laws and regulation, including without limitation, data protection laws. Unauthorized Use of Customers' data will be subject to immediate termination of this SAP PartnerEdge Model and the Development Agreement.

2.3 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. TERM AND TERMINATION OF THIS SAP PARTNEREDGE MODEL

3.1 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.

3.2 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.

3.3 Termination for non-compliance with Program Requirements. SAP may terminate this SAP PartnerEdge Model with three months' prior written notice (email acceptable) 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.

3.4 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.

3.5 Survival. Sections 1, 3.2, 3.4-3.5, and 4 will survive the expiration or termination of the Agreement.

4. DISCLAIMER.

4.1 Warranty Disclaimer. Neither SAP nor its subcontractors make any representation or warranties and SAP and its subcontractors disclaim all representations, warranties, terms, conditions or statements, which might have effect between the parties or be implied or incorporated into the Agreement or any collateral contract, whether by statute, common law or otherwise, all of which are hereby excluded to the fullest extent permitted by law including the implied conditions, warranties or other terms as to merchantability, suitability, originality, or fitness for a particular use or purpose. Further, except as expressly provided in the Agreement, neither SAP nor its subcontractors make any representations, warranties, terms, conditions or statements of non-infringement or results to be derived from the use of or integration with any products or services provided under the Agreement, or that the operation of any products or services will be secure, uninterrupted or error free. Partner agrees that it is not relying on delivery of future functionality, public comments or advertising of SAP or product roadmaps.

4.2 Partner Representation.

Partner will not make any representations or warranties as to the performance of the SAP Solution or other services on behalf of SAP or otherwise make commitments on behalf of SAP. Partner represents and warrants that it has and will maintain sufficient facilities and adequate capital, resources, and personnel to market and support the Partner Solution and associated Extension and to perform its obligations under this Agreement.

5. APPLICATION READINESS CHECK.

Partner agrees to develop the Extension 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 Partner Solution and associated Extension required for SAP to enable Application Review.

Glossary

- 1.1** “**Application Readiness Check**” means SAP’s standard procedure to review Partner Solution and associated Extension 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** “**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.
- 1.3** “**Development License**” means a development cloud service or software license subscribed under a separate SAP Development Agreement.
- 1.4** “**Development Agreement**” means an agreement that provides for the terms and conditions of test, development and or demonstration use of the Cloud Service or Software.
- 1.5** “**Integration Development Tools**” means application programming interfaces, gateways, or other connection points or other available integration paths and accompanying or related Documentation, integration adapter software, development tools, sample code and other materials made available by one party (and all derivative works or modifications thereof) to the other party, that allows a party to integrate the Partner Solution with Software or Cloud Service, including any system authorization code or similar mechanisms to enable access of the Integration Development Tools.
- 1.6** “**Extension**” means the Partner or SAP managed software component or software-as-a-service component, scripts, functional calls, or code developed in connection with the Integration Development Tools specifically to capture, pass, present and render Data between the Software or Cloud Service, and the Partner Solution to provide functional benefit or data to a Customer. The Extension may be embedded or bundled with a separate partner or SAP application, UI or functionality that provides additional or different functionality, analytics, post-processing or additional rendering (and which is not part of the Extension).
- 1.7** “**Partner Solution**” means, with respect to this SAP PartnerEdge Model, a proprietary Partner solution which integrates with and which can be used with a Cloud Service or Software. The Partner Solution must add new and independent functionality beyond that provided by the Cloud Service or Software, including any new functional components for business processes not provided by the Cloud Service or Software.
- 1.8** “**Product Family**” means an SAP product family which may comprise of one or several Cloud Service or Software as further set out in the applicable RSPI.
- 1.9** “**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 Partner Solution and associated Extension 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”).
- 1.10** “**SAP Solution**” means, with respect to this SAP PartnerEdge Model, the SAP Materials, Software, Cloud Service, and/or SAP Support.