

SAMPLE AGREEMENT – NOT FOR SIGNATURE

SAP PartnerEdge Build Master Partner Agreement

This SAP PartnerEdge – Build Master Partner Agreement (“Build Master Partner Agreement”) is between Business Objects Software Limited T/A SAP Solutions (registered number 367746), with offices at Waterside 3, Citywest Business Campus, Dublin 24, D24 WA02, Ireland (hereinafter “SAP”) and Sample Entity, with offices at 123 Test Road, Happy Valley, PA 10009, USA (hereinafter “Partner”), together referred to as “Parties”.

1. PREAMBLE

Whereas, SAP offers software, cloud service and associated services such as support services.

Whereas, by signing this Build Master Partner Agreement Partner wants to become an SAP partner.

Whereas, by signing the relevant SAP PartnerEdge Schedule(s) Partner and SAP will decide as a second step which kind of SAP software, SAP cloud service or other associated SAP services Partner wants to market, distribute, integrate, position, provide, develop or demonstrate.

Now therefore, the Parties agree as follows:

2. DEFINITIONS AND INTERPRETATION

2.1. Definitions

“**Agreement**” means this Build Master Partner Agreement, any SAP PartnerEdge Schedule, any SAP PartnerEdge Model, any document, exhibit, appendix and annex included in, attached to or referenced to in any SAP PartnerEdge Schedule, any SAP PartnerEdge Model or both as well as any agreement listed in Article 3 (Incorporation by reference); whereby one Agreement consists of one SAP PartnerEdge Schedule, the SAP PartnerEdge Model it refers to (in both cases including any document, exhibit appendix and annex included in, attached to, or referenced in either or both), this Build Master Partner Agreement and any agreement listed in Article 3 (Incorporation by reference) and will be constituted and construed as a separate Agreement.

“**Effective Date**” means the date on that the last signature was affixed to this Build Master Partner Agreement.

“**SAP PartnerEdge Model**” means each of the different “SAP PartnerEdge Build Specific Terms and Conditions” that SAP and Partner agree on by signing a related SAP PartnerEdge Schedule.

“**SAP PartnerEdge Schedule**” means any “SAP PartnerEdge Build – Schedule” concluded by SAP and Partner.

2.2. Any terms not defined in this Build Master Partner Agreement will have the meaning ascribed to them in other parts of this Agreement.

2.3. The headings in this Build Master Partner Agreement are for convenience only and are to be ignored in construing this Build Master Partner Agreement.

2.4. Any reference in this Build Master Partner Agreement to a defined document is a reference to that defined document as amended, varied, novated or supplemented from time to time.

2.5. Where the context so admits, the singular includes the plural and vice versa.

3. INCORPORATION BY REFERENCE

3.1. The following agreements are incorporated and made a part hereof by reference:

3.1.1. the “SAP PartnerEdge Build General Terms and Conditions” which is made available on <https://www.sap.com/about/agreements/leveled-partner-agreements.html> (“**PartnerEdge Build GTC**”);

3.1.2. the “SAP PartnerEdge Program Guide” which is published on SAP’s partner-dedicated website (“**PartnerEdge Program Guide**”);

3.1.3. the “SAP PartnerEdge Branding and Logo Usage Guideline for Partners” which is published on SAP’s partner-dedicated website (“**PartnerEdge Branding Guide**”) and;

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- 3.1.4. any exhibit, schedule, appendix, annex or other document, included in, attached to, or referenced in, any of the agreements listed in this Article 3 (Incorporation by reference) no. 3.1.1 through 3.1.3 above.
- 3.2. Partner herewith confirms that he had access to all parts of and read the agreement listed in this Article 3 (Incorporation by reference) no. 3.1.1 through 3.1.4 and will comply with the terms and conditions of these agreements. SAP recommends Partner prints copies of the agreements referred to in this Article 3 (Incorporation by reference) for its own records. Upon written request by Partner, SAP will send copies of these documents to Partner.

4. CONDITION PRECEDENT

- 4.1. This Build Master Partner Agreement is conditional upon the Parties concluding at least one SAP PartnerEdge Schedule for at least one of the SAP PartnerEdge Models. Any rights and obligations of the Parties arising out of or in connection with this Build Master Partner Agreement will only become effective if at least one SAP PartnerEdge Schedule has been signed.
- 4.2. This Build Master Partner Agreement commences from the Effective Date 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. This Build Master Partner Agreement will terminate on the date on which the last SAP PartnerEdge Model was terminated, rescinded or ended in any other way between SAP and Partner. All of the agreements listed in Article 3 (Incorporation by reference) will terminate at the same time as this Build Master Partner Agreement.

5. CONTACT DETAILS

To SAP	To PARTNER
Business Objects Software Limited T/A SAP Solutions	Sample Entity
Waterside 3, Citywest Business Campus, Dublin 24, D24 WA02, Ireland.	123 Test Road, Happy Valley PA 10009 USA
For the attention of: Contracts Administration	For the attention of: Jane Doe

- 6. **PROGRAM FEE:** Partner agrees to pay to SAP the annual program fee(s) as set out in the PartnerEdge Program Guide.
- 7. **PRIOR SAP PARTNEREDGE BUILD MASTER PARTNER AGREEMENT.** Upon the execution of this Build Master Partner Agreement, any prior SAP PartnerEdge Build Master Partner Agreement that was executed between the parties will automatically terminate (“Prior Master Agreement”). Any SAP PartnerEdge Schedule and Order Form(s) issued under the Prior Master Agreement will be governed by, and subject to, the terms of this Build Master Partner Agreement.

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IN WITNESS WHEREOF, the Parties hereto have caused this Build Master Partner Agreement to be executed by their respective authorized representatives

Accepted By:

SAP Solutions
(SAP)

Accepted By:

Sample Entity
(Partner)

Name:

Title:

Date:

Name:

Title:

Date:

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