

SAMPLE AGREEMENT – NOT FOR SIGNATURE

**SAP PartnerEdge Build
On Premise Schedule**

This SAP PartnerEdge –Build On Premise Schedule (“**SAP PartnerEdge Schedule**“) 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**“.

Whereas, Partner wants to (1) exchange data between Partner Solution and an SAP Solution; and/or (2) market and resell licenses of the Software solely as part of a Bundled Solution.

Now therefore, the Parties agree as follows:

1. DEFINITIONS

“**Effective Date**” means the date on that the last signature was affixed to this SAP PartnerEdge Schedule.

Any terms not defined in this SAP PartnerEdge Schedule will have the meaning ascribed to them in other parts of the Agreement (as defined in the Build Master Partner Agreement).

2. INCORPORATION BY REFERENCE

- 2.1. This SAP PartnerEdge Schedule and any Order Form issued pursuant to this SAP PartnerEdge Schedule are governed by and incorporates the following documents current in effect as of effective date of this SAP PartnerEdge Schedule, including all exhibits, appendices, schedules, annexes, amendments, addenda and any other documents attached to, or incorporated by reference into this SAP PartnerEdge Schedule and/or the following documents.
- 2.2. Partner confirms that he had access to all parts of and read the agreements listed in this Section 2 and the table below and will comply with the terms and conditions of these agreements. Partner further confirms that he has signed the Build Master Partner Agreement. SAP recommends Partner prints copies of the agreements referred to in this Section 2 (Incorporation by reference) its own records. Upon written request by Partner, SAP will send copies of these documents to Partner.

Agreement	Location
SAP PartnerEdge Schedule (including all exhibits and schedules attached)	
Schedule A of this Build Schedule: SAP PartnerEdge Build Software Use Rights (“ Software Use Rights “)	https://www.sap.com/about/agreements/leveled-partner-agreements.html
Schedule B of this SAP PartnerEdge Schedule: SAP PartnerEdge Build Support Schedule for OnPremise Software (“ SAP Support Schedule “)	https://www.sap.com/about/agreements/leveled-partner-agreements.html
Schedule C of this SAP PartnerEdge Schedule: The Personal Data Processing Agreement for SAP Support and Professional Services (“ Data Processing Agreement “), as amended by the Partner Supplement listed in Schedule C-1 (“ DPA Partner Supplement “) Schedule C and C-1 will serve as a commissioned written data processing agreement.	Data Processing Agreement: https://www.sap.com/about/agreements/data-processing-agreements.html?tag=agreements:data-processing-agreements/support-professional-services&tag=language:english
Schedule C-1 of this Order Form: Partner Supplement to Data Processing Agreement	https://sap.com/agreements-partneredge-leveled-partner-dpaps
Schedule D of this SAP PartnerEdge Schedule: SAP PartnerEdge Build OnPremise Specific Terms and Conditions for Ireland (“ SAP PartnerEdge Model “)	https://www.sap.com/about/agreements/leveled-partner-agreements.html

Schedule E of this SAP PartnerEdge Schedule: SAP PartnerEdge Build General Terms and Conditions for Ireland (“GTC”)	As referenced and agreed by the parties in the Build Master Partner Agreement.
Schedule F of this SAP PartnerEdge Schedule: SAP PartnerEdge Build Master Partner Agreement executed between SAP and Partner (“Build Master Partner Agreement”)	As mutually executed by the parties.

3. TERM

The SAP PartnerEdge Schedule comes into effect as of the Effective Date and continues for the remainder of the current calendar year (the “Initial Term”). Thereafter the term is automatically extended for subsequent periods of one year.

4. PAYMENT AND INVOICES

SAP will invoice Partner, and Partner will pay the license and other fees due for Software set forth in the Order Form in accordance with the SAP PartnerEdge Model and the SAP PartnerEdge Build GTC. SAP may provide invoices to an email address provided by Partner.

5. TERRITORY

The territory of this SAP PartnerEdge Schedule is: except as limited by the SAP PartnerEdge Program Guide, all the countries in the world, subject to Section 7 of the SAP PartnerEdge Build GTC (Import and Export Control) (“Territory”).

6. DELIVERY

Delivery of all Software licensed hereunder will be made by making such Software available for download or other electronic transmission to Partner’s location at Partner’s address indicated in this Build Schedule (“Delivery Location”). Partner confirms that it has access to SAP Support Portal as required to download the Software licensed under this SAP PartnerEdge Schedule.

7. SAP SUPPORT FOR ON-PREMISE LICENSES

- 7.1. SAP Support. SAP provides SAP Support to Partner in support of its Customers for Software distributed to such Customers, and/or for Software licensed by Partner used for ASP Services, in each case, where Partner has paid the applicable SAP Support fees.
- 7.2. Annual SAP Support for On-Premise Customers. For each Customer that elects to subscribe to support from Partner, Partner will pay SAP an annual SAP Support fee as outlined in the Price List. The initial SAP Support term will commence as of the first day of the month following the date each Customer purchases a license for Software and will continue for a twelve-month period.
- 7.3. SAP Support Renewal. Partner will pay all applicable SAP Support fees twelve months in advance. SAP Support will be automatically renewed for subsequent twelve-month terms after the initial SAP Support term or renewals thereof. The annual SAP Support fee is subject to change once during a calendar year upon three (3) months’ notice to Partner. SAP Support with respect to the On-Premise licenses purchased by each Customer may be terminated by either party with 3 months written notice (i) prior to the end of the initial SAP Support term, and (ii) thereafter, prior to the start of the following renewal period. Any termination provided in accordance with above will be effective at the end of the then-current SAP Support period during which the termination notice is received by the respective party. Notwithstanding the foregoing, SAP may terminate SAP Support after one month written notice of Partner’s failure to pay the applicable SAP Support fees. Should Partner order SAP Support after (i) electing not to subscribe to SAP Support with the purchase of any Software license or (2) SAP Support termination, Partner shall pay a fee equal to the fees that Partner would have paid for SAP Support commencing from the license purchase date or the SAP Support termination date, as applicable, plus a reinstatement fee, in addition to annual SAP Support fees due for SAP Support covering the term following reinstatement.

8. PRIOR SAP PARTNEREDGE SCHEDULE

Upon the execution of this SAP PartnerEdge Schedule, any prior SAP PartnerEdge Build On Premise Schedule that was executed between the parties will automatically terminate (“Prior Schedule”). Any Order Forms issued under the Prior Schedule will be governed by, and subject to, the terms of this SAP PartnerEdge Schedule.

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

Accepted By:
SAP Solutions
(SAP)

Accepted By:
Sample Entity
(Partner)

NOT FOR SIGNATURE

Name:

Title:

Date:

NOT FOR SIGNATURE

Name:

Title:

Date:
