

**SAP PartnerEdge Build  
On Premise 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 at all times during the term of this SAP PartnerEdge Model, SAP grants to Partner the rights set forth in this SAP PartnerEdge Model. Partner may hold itself out as an SAP PartnerEdge Partner in the Territory (as defined in the applicable SAP PartnerEdge Schedule that references this SAP PartnerEdge Model).

**2.2 Engagement Options.** There are two engagement options under this SAP PartnerEdge Model ("Engagement Options"):

**(a) SAP PartnerEdge Build Integrate.** Partner provides to its Customers a Partner Solution that includes an Authorization enabling Customer Data to be passed between Partner Solution and an SAP cloud service or software that is subscribed to or licensed directly by Customer from SAP. Customers' use of the SAP cloud service and/or software is governed by the customer cloud service or software license agreement entered into between SAP, its Affiliates, or resellers and the Customer. Part A attached provides for the additional terms and conditions applicable to this Engagement Option.

**(b) SAP PartnerEdge Build On Premise.** Partner resells a Bundled Solution consisting of the Partner Solution and the Software to its Customers. Part B attached provides for the additional terms and conditions applicable to this Engagement Option.

**2.3 Partner Development.** This SAP PartnerEdge Model provides no license, subscription or support to any Development License to use or access any Software or Cloud Service. Any use of Software or Cloud Service by Partner for testing, development, and demonstration purposes is subject to the terms and conditions of a separate Development Agreement.

**2.4 Partner Solution Review.** The Partner Solution (including any Authorization) must be a Partner Solution that is reviewed and approved by SAP in advance in accordance with SAP's standard practices before Partner may promote or make it available to its Customers or third parties for use in conjunction with any SAP cloud service or software ("Authorized Scope"). Partner agrees to provide such information about the Partner Solution and/or any Authorization as reasonably requested by SAP. SAP may deny or withhold approval in its sole discretion. SAP's approval of the Partner Solution and/or associated Authorization is not, and will not be construed or represented by Partner to any third party to be a verification of the Partner Solution and/or associated Authorization functionality or any support, preference, warranty or endorsement of such by SAP in any way.

**2.5 SAP App Center.** Partner's use of the SAP App Center is subject to the terms and conditions of a separate SAP App Center agreement.

**2.6 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. GRANT OF RIGHTS.**

**3.1 Authorization.** Subject to the terms and conditions of this Agreement, SAP hereby grants to Partner the limited right in the Territory to use the Authorization to enable Customers to exchange Data between the Partner Solution and SAP cloud service or software, as applicable only in accordance with the Authorized Scope and during the term of this SAP PartnerEdge Model. Partner is only permitted to and shall only use the Authorization in accordance with the Engagement Option subscribed by Partner and approved by SAP under Section 2.2 above.

**3.2 Application Interface Register.** Notwithstanding anything contrary in the Agreement and except as provided in the Application Interface Register Adoption Guide, Partner shall not use (or permit use of) an Authorization to communicate with, or access, a Cloud Service unless Partner utilizes the Application Interface Register, and has been granted access, in accordance with the then current Application Interface Register Adoption Guide, a copy of which is published on the SAP PartnerEdge partner dedicated website (the "AIR Guide") as may be modified by SAP from time to time. SAP has the right to suspend Partner's rights under this SAP PartnerEdge Model if Partner fails to comply with this Section or any part of the Agreement.

### **4. PAYMENT; FEES**

**4.1 Fees.** Partner agrees to pay for the applicable fees in accordance with the Price List for Engagement Option(s) selected by Partner and approved by SAP.

**4.2 Revenue Share.** Revenue Share Reporting and Payments. Partner agrees to pay SAP the Revenue Share and such other fee as stated on the Price List. Partner will deliver to SAP a revenue report of Net Revenue and such other license metric sufficient for SAP to invoice Partner for each reporting period. Partner will provide the report as required by SAP in electronic form or via any then current electronic reporting tool made available by SAP to Partner, including without limitation, reporting through a tool made available by SAP to Partner in the SAP App Center. SAP will inform Partner in case of changes of the reporting format or tool and Partner shall submit its revenue report under such new reporting format or tools for all future reporting periods. Any changes or corrections to a submitted report can only be made within thirty (30) calendar days after receipt by SAP. SAP will invoice Partner the Revenue Share and such other fees in the currency as stated in the Price List.

### **5. TERM AND TERMINATION OF THIS SAP PARTNEREDGE MODEL**

**5.1 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.

**5.2 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.

**5.3 Termination for non-compliance with Program Requirements.** SAP may terminate this SAP PartnerEdge Model with three months' prior written notice (email acceptable) if Partner does not comply with any of the Program Requirements excluding the Program Fee.

**5.4 Consequences of Termination.** If this SAP PartnerEdge Model is terminated or expired:

**(a)** Partner will cease marketing, selling, licensing or providing access to the Bundled Solution, Authorization or SAP Materials to any third party, including renewing any subscription-based service agreements with existing customers; and

**(b)** Partner's right to receive benefits under the SAP PartnerEdge Program immediately ends.

**(c)** With respect to the SAP PartnerEdge Build On Premise Engagement Option:

- i. Partner's right to provide ASP Services to new customers will immediately terminate. Subject to Partner's continuing compliance with the terms of the Agreement, Partner may continue to use its perpetual ASP Licenses to provide ASP Services to its Customers that are contracted with Partner as of the termination date of this SAP PartnerEdge Model but may not renew any additional renewal periods after such termination.

- ii. except for termination by SAP in accordance with the Agreement, Partner's rights to use any non-perpetual ASP License after the termination of this SAP PartnerEdge Model will be subject to the relevant Order Form that grants such license.
- iii. any paid-up perpetual license to the Software previously granted to an Customer under an On-Premise License will survive according to the terms of such license; and
- iv. Partner may request to receive, and SAP may agree to provide for a limited time, support services for the Software after the termination of the Agreement upon mutual agreement in writing.

- 6. 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 Bundled Solution and to perform its obligations under this Agreement.
- 7. SURVIVAL.** Sections 1, 4.1-4.2, 5.4, Part A Sections 1 and 3, and Part B Sections 2.1 (except for the first two sentences), 2.2, 6.1-6.4, 7.4 and 8 will survive the expiration or termination of the Agreement.

## PART A

### ADDITIONAL TERMS AND CONDITIONS FOR SAP PARTNEREDGE BUILD INTEGRATE

These additional terms and conditions apply when Partner provides an Authorization to its Customers to pass data or contents between Partner Solution and an SAP cloud service or software, but Partner does not grant any rights of use to SAP cloud service or software. Customers acquire rights to use SAP cloud service or software under a separate agreement directly from SAP, its affiliates or resellers.

**1. Payment.**

Partner will pay the fees as stated in the Price List for the applicable Engagement Option and the Authorized Scope approved by SAP.

- 2. Data Privacy.** Partner will ensure that if the Partner Solution and associated Authorization access, collect, or transmit any Customer data from SAP Solution, 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.

**3. Disclaimer.**

**(a) 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.

**PART B**  
**ADDITIONAL TERMS AND CONDITIONS FOR**  
**SAP PARTNEREDGE BUILD CLOUD**

These additional terms and conditions apply when Partner is reselling Cloud Service in conjunction with Partner Solution to its Customers:

**1. Grant of Rights; Limitations.**

**1.1 On Premise Distribution License.** SAP grants to Partner a non-exclusive and non-transferable license to reproduce, market, distribute and license the Software (including any Modification and Add-ons) and Documentation only as integrated and embedded in the Partner Solutions, to run the Customer's and its Affiliates' internal business operations (the "On-Premise Distribution License"). Permitted uses and restrictions of the Software also apply to Third Party Software excepted as stated in the Agreement.

**1.2 ASP License.** SAP grants to Partner a non-exclusive and non-transferable license to use the Software and Documentation to provide ASP Services to Customers only as an integrated part of the Partner Solution ("ASP License"). If any SAP client software is required to be used with the Software, SAP grants to Partner the right to reproduce, distribute and license such client software to the same extent as the Software under an On Premise Distribution License, provided that: (i) Customers will only be permitted to use the client software to access the ASP Services, and (ii) the Customer will not be granted general development rights to the Software.

**1.3 Distribution through Affiliates, Resellers and Distributors.** SAP grants to Partner the non-exclusive and non-transferable right to authorize its Affiliates, distributors and/or resellers to further distribute and license the Bundled Solution under an On-Premise License to the same extent and scope as that applied to Partner, provided that Partner will ensure that anyone it authorizes to distribute or resell the Software does so only in compliance with, and pursuant to written terms at least as protective of SAP as, the terms of the Agreement. In case of an ASP License, the same applies as above, except that the Software may not be distributed by Partner to any of its resellers or distributors.

**1.4 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.

**1.5 Restricted License.** The Software may only be used with the Partner Solution to enable its performance, with data access limited to data created by the Partner Solution or data processed by the Partner Solution that is necessary to enable the functionalities of the Partner Solution (referred to as a "Restricted License"). Partner agrees that Partner Solution must add significant and primary additional functionalities to the Software in order to qualify as Partner Solution. Partner may only distribute or provide access to a Software release for as long as such Software release is under Mainstream Maintenance.

**1.6 Minimum Terms.** Each Customer having access to the Software must have executed an End User Agreement. The End User Agreement must be binding on Customers under applicable laws and regulations in the country in which Partner is providing access to the Bundled Solution. The End User Agreement must contain terms not materially less protective of SAP than the Agreement including without limitation the terms required under Part B, Section 1.5 above, the applicable SAP PartnerEdge Schedule, and the Use Terms. The Minimum Terms will include Partner's rights to perform audits on Customer's usage of the SAP Materials. Partner will not make any representations or warranties regarding the functionality or performance of the SAP Solution that conflict with the Agreement.

**1.7 Authorized Users.**

**(a) Authorized Users.** Partner and Customers must be appropriately licensed as stated in the Use Terms for any individuals that Use the Software. Use may occur by way of an interface delivered with or as a part of the Software, a Partner, Customer or third-party interface, or another intermediary system. Customers may permit Business Partners to

Use the Software only through screen access, solely in support of Customer's permitted Use, and not to run any of Business Partners' business operations.

- (b) Service Providers.** For Software licensed to Customers under an On Premise License, Customer may permit service providers to access the Software only to assist Customer with its permitted Use of the Software. For Partner's Use of the Software under an ASP License, Partner may permit service providers to access the Software only to assist Partner with its permitted Use of the Software. Service providers must enter into a written agreement with Customer or Partner, as applicable, agreeing to comply with the terms of the Agreement. Service providers cannot Use the Software to run their own business, or operate or provide processing services to any third party. Partner or Customer, as applicable, is responsible for any breach of the Agreement caused by any individuals using the Software or SAP Materials or SAP Confidential Information.

### **1.8 Acceptable Use Policy.**

With respect to the Software and other SAP Materials, Partner will not:

- (a)** disassemble, decompile, reverse-engineer, copy, translate, reverse engineer or make derivative works,
- (b)** except as expressly authorized under this SAP PartnerEdge Model, permit any Customer or third party to:
  - i.** provide services to third parties (such as service bureau, business process outsourcing or training);
  - ii.** lease, loan, resell, sublicense or otherwise distribute the Software or other SAP Materials; or
  - iii.** distribute or publish Software keycodes.
- (c)** use software components other than as intended and as specifically identified in the SAP PartnerEdge Schedule or Order Form, even if it is technically possible for Partner to otherwise access such components;
- (d)** transmit any content or data that is unlawful or infringes any Intellectual Property Rights; or
- (e)** circumvent or endanger the operation or security of the Software and other SAP Materials.

Partner must not create or attempt to create the source code from the object code of the Software or other SAP Materials unless such action is indispensable in order to obtain information necessary to achieve interoperability of the Software with an independently created computer program and Customer has not been provided such information, despite a written request, within a reasonable period of time. Information obtained through such action may not be used for purposes other than to achieve interoperability, and may not be given to third parties, unless this is necessary to establish interoperability, in particular is not to be used for the development, creation or marketing of programs similar to the Software. If Partner wishes to exercise any right to reverse engineer to ensure interoperability in accordance with applicable law, Partner must first provide written notice to SAP and permit SAP, at its option, to make an offer to provide information and assistance reasonably required to ensure interoperability of the Software with other products for a fee to be mutually agreed upon (if any).

- 1.9 Installation.** Except as permitted in Part B, Section 1.7(b) above, Partner may permit Customer to install the Software only on compatible hardware located at Customer's or its Affiliates' facilities and in their direct possession.

### **1.10 Third Party Software.**

Agreement terms relative to "Software" apply to Third Party Software except:

- (a)** Partner will not make Modifications and/or Add-ons to Third Party Software, and
- (b)** as otherwise stated in the Use Terms.

## **2. MODIFICATIONS AND ADD-ONS**

### **2.1 Modifications.**

Except for Add-ons, Partner may not Modify, adapt, enhance, localize, translate or make derivatives of the Software or SAP Materials. SAP retains all right, title, and interest to all parts of the Software and SAP Materials, and any derivatives thereof, that are included all Modifications and Add-Ons.

### **2.2 Add-ons.**

- (a)** Partner may make Add-ons to the Software in furtherance of its permitted use under this SAP PartnerEdge Model. Partner may distribute or sublicense Add-ons with the Software only to the same extent as that applied to Partner's grant of the Software set forth herein. All Add-ons developed by SAP or its Affiliates (either independently or jointly with Partner) and all rights associated therewith are the exclusive property of SAP and its Affiliates. Partner agrees to execute those documents reasonably necessary to secure SAP or its Affiliates' rights in the foregoing. All Add-ons developed by or on behalf of Partner without SAP or its Affiliates' participation ("Partner Add-on"), and all rights associated therewith, are the exclusive property of Partner subject to SAP's rights in and to the Software and SAP Materials.
- (b)** Any Add-on to the Software developed by Partner must not (and subject to other limitations set forth herein): enable the bypassing or circumventing any of the restrictions set forth in the Agreement and/or provide Customers with access to the Software to which Customers are not directly licensed; nor unreasonably impair, degrade or reduce the performance or security of the Software; nor disclose any SAP Confidential Information.

## **3. ORDERS; OFFSET.**

**3.1 Independent Pricing.** Partner will independently establish the price of the Bundled Solution for its Customers.

**3.2 Orders.** Partner will order Software from SAP using and filling out completely such forms and minimum order requirements as SAP may prescribe from time to time and must comply with any then current order process for the specific Software product. Where applicable, Partner agrees to use the electronic means provided by SAP for placing orders.

**3.3 Order Rejection.** SAP reserves the right to reject an Order Form in its sole and reasonable discretion, if Partner is in violation of the Build Master Partner Agreement, SAP PartnerEdge Model, or the SAP PartnerEdge Build GTC.

**3.4 Offset.** Partner cannot withhold, reduce or set-off fees owed nor reduce license volume of any license, regardless of any termination, nonpayment, or other conduct of its Customer.

## **4. SUPPORT**

**4.1 Mutual Obligations.** SAP and Partner will fulfill its respective obligations in accordance with the SAP's then-current SAP support offering set forth in the SAP support schedule that is incorporated in the SAP PartnerEdge Schedule. SAP will only provide SAP Support if Partner has paid the applicable SAP Support fee for the relevant Customer.

**4.2 No Support to Customers.** SAP has no obligations to provide any SAP Support to Customers directly. Partner will be responsible for providing all support and maintenance services for the Software to Customers directly.

## **5. DELIVERY.**

SAP will deliver the Software and SAP Support by making it available for electronic download through the SAP Software Download Center (<https://support.sap.com/en/my-support/software-downloads.html>) to Partner. Risk of loss passes at the time of such electronic delivery. Partner agrees not to request any physical delivery of Software or SAP Support and should it occur that any such delivery will be rejected by Partner. Partner agrees and understands that the calculation of Taxes may

be affected by the delivery method and delivery location of the Software and corresponding SAP Support.

## **6. THIRD PARTY CLAIMS**

### **6.1 Claims Brought Against Partner.**

- (a)** SAP will defend Partner against claims brought against Partner and its Affiliates by a third-party owner of intellectual property alleging that Partner's use, distribution or resale of the Software in the Territory in accordance with the Documentation and the terms and conditions of the Agreement constitutes a direct infringement or misappropriation of a third party's patent claim, copyright, or trade secret right. SAP will pay Partner damages finally awarded against Partner (or the amount of any settlement SAP enters into) with respect to these claims.
- (b)** SAP's obligations under Part B, Section 6.1 above will not apply if the claim results from (i) Partner's breach of the Agreement, (ii) use of the Software in combination with any product or service (including any Modification and Add-ons) not provided by SAP, (iii) failure to promptly use an update for Software provided by SAP if infringement or misappropriation could have been avoided by the use of the update, or (iv) use of the Software provided for no fee.
- (c)** In the event a claim is made or likely to be made, SAP may (i) procure for Partner the right to continue using the Software under the terms of the Agreement, or (ii) replace or modify the Software to be non-infringing without material decrease in functionality. If these options are not reasonably available, SAP or Partner may terminate the license to the affected Software upon written notice to the other.

### **6.2 Claims Brought Against SAP.**

Partner will defend SAP against claims brought against SAP, SAP SE, its Affiliates and subcontractors by any third party related to the items set forth in this Part B, Section 6.2(a) through (c) below. Partner will indemnify SAP against all damages finally awarded against SAP, SAP SE, its Affiliates and subcontractors (or the amount of any settlement Partner enters into) with respect to these claims.

- (a)** Taxes (other than its income and payroll taxes) and related costs paid or payable by SAP attributable to those Taxes;
- (b)** Partner or its Affiliates' breach of the terms set forth in this Part B, Sections 1.5 and 1.6 of this SAP PartnerEdge Model, and Sections 7 and 8 of this SAP PartnerEdge Build GTC; and
- (c)** a claim that (i) the Partner Product infringes, misappropriates or violates any patent, copyright or trade secrets of any third party, (ii) Partner's combining (or its authorizing others to combine) the Software with any products or service not provided by SAP, or (iii) Partner's use, license or distribution of the Software in violation of the Agreement, infringes, misappropriates or violates any patent, copyright or trade secrets of any third party.

### **6.3 Third Party Claim Procedure.**

- (a)** The party against whom a third-party claim is brought will timely notify the other party in writing of any claim, reasonably cooperate in the defense and may appear (at its own expense) through counsel reasonably acceptable to the party providing the defense.
- (b)** The party that is obligated to defend a claim will have the right to fully control the defense.
- (c)** Any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by, the party against whom the claim is brought.

### **6.4 Exclusive Remedy.**

The provisions of this Part B, Section 6 of the SAP PartnerEdge Model state the sole, exclusive, and entire liability of the parties, their Affiliates, Business Partners and subcontractors to the other party, and is the other party's sole remedy, with respect to covered third party claims and to the infringement or misappropriation of third party Intellectual Property Rights.



## **7. WARRANTY AND DISCLAIMER.**

### **7.1 Performance Warranty.**

SAP warrants that the Software will substantially conform to the specifications contained in the Documentation for six months following delivery.

### **7.2 Remedy.**

Partner's sole and exclusive remedies and SAP's entire liability for breach of the warranty under Part B, Section 7.1 of this SAP PartnerEdge Build Model will be:

- (a) the repair or replacement of the nonconforming Software, and
- (b) if SAP fails to repair, replace or re-perform within a reasonable time, Partner may terminate its license for the affected Software. Any termination must occur within three months of SAP's failure to repair, replace or re-perform.

The remedies set forth in this Part B, Section 7.2 of this SAP PartnerEdge Model is conditioned upon Partner notifying SAP in writing with a specific description of the Software's nonconformance within the warranty period and SAP validates the existence of such nonconformance.

### **7.3 Warranty Exclusions.**

The warranty in Part B Section 7.1 of this SAP PartnerEdge Model will not apply if:

- (a) The Software is not used in accordance with the Agreement or Documentation,
- (b) any non-conformity is caused by Partner or its Customers, or by any product or service (including Modifications or Add-ons) not provided by SAP,
- (c) the Software was provided for no fee, or
- (d) Partner has not licensed any Software under any SAP PartnerEdge Model, SAP PartnerEdge Schedule, or Order Form.

### **7.4 Disclaimer.**

Except as expressly provided in this SAP PartnerEdge Model, 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 in obtaining subscriptions for any SAP Solution.

## **8. REFUND.**

For termination by Partner under Part B Sections 6.1(c) or 7.2(b) of this SAP PartnerEdge Model, Partner will be entitled to a refund of the license fees paid for the affected Software less an appropriate amount covering the period of actual use of the Software by Partner and its Customers.

## Glossary

- 1.1 "ASP License (Non-Perpetual)"** means that upon Partner's purchase of the ASP License (Non-Perpetual) from SAP, Partner shall have such non-exclusive license during the subscription term to use the Software as part of the Partner Solution, for purposes of providing ASP Services to Customers.
- 1.2 "ASP Service"** means application services that are provided by Partner utilizing Software that allow Customers to remotely access, or otherwise receive the benefits of, the Bundled Solution (via a private network or the Internet) that are installed in a Data Center.
- 1.3 "Application Readiness Check"** means SAP's standard procedure to review the Partner Solution and associated Authorization, if applicable, to confirm compliance with Program Requirements and the AIR Guide based on a separate agreement.
- 1.4 "Authorization"** means a managed software component or software-as-a-service component, scripts, functional calls, code, token, authorization, tracking or permissions for passing data between a Partner Solution and a software or cloud service in accordance with the terms and under the restrictions of this Agreement
- 1.5 "Data Center(s)"** means the site at which the Software will be hosted, to enable Partner to provide ASP Services to its Customers. Such site or sites shall at all times be owned or controlled and operated by the Partner except as permitted under this SAP PartnerEdge Model.
- 1.6 "Development License"** means a development license subscribed under a separate SAP Development Agreement.
- 1.7 "Development Agreement"** means an SAP development and/or testing agreement that provides for the terms and conditions of development and/or testing use of the SAP software or cloud service.
- 1.8 "Mainstream Maintenance"** means the then current release strategy for Software releases as stated in <https://support.sap.com/release-upgrade-maintenance.html>.
- 1.9 "Minimum Terms"** means all of the minimum terms required to be included in an End User Agreement as set forth in Part B, Section 1.6 of this SAP PartnerEdge Model.
- 1.10 "Net Revenue"** means the applicable cloud subscription revenue due for (1) Partner Solution associated with the Authorization in case of the SAP PartnerEdge Build Integrate Engagement Option, and/or the (2) the Bundled Solutions in case of the SAP PartnerEdge Build On Premise Engagement Option, each as made available by Partner to Customer, directly or indirectly through its Affiliates, resellers or distributors, received and/or payable, on a consolidated basis for the period being reported. Partner must calculate the license revenue in accordance with the generally accepted accounting principles in the country where Partner is located on a consistent basis. Applicable license revenue will include the entire compensation to Partner, by Customer, directly or indirectly through its Affiliates, resellers or distributors, for providing Partner Solution and the associated Authorization, or Bundled Solution, as the case may be, to Customer. Net Revenue will include, but is not limited to, compensation for usage rights of Partner Solution and the associated Authorization and/or Bundled Solution as applicable and all associated support, service and maintenance services. Applicable Net Revenue excludes one-time implementation or other consulting service fees. Net Revenue also excludes any taxes or tax charges of any kind (including but not limited to, income tax, corporation tax, customs duties, tariffs, excise, gross receipts, sales and use and value added tax).
- 1.11 "On-Premise Distribution License (Perpetual)"** means Partner is entitled to grant On-Premise Perpetual Licenses to Customers. This means that upon the purchase of the license for the applicable Software by a Customer from Partner, the Customer has such non-exclusive and perpetual license to use the Software included in Bundled Products subject to the terms and conditions of the Agreement.
- 1.12 "Partner Solution"** (1) with respect to the SAP PartnerEdge Build Integrate Engagement Option, a proprietary Partner solution, Content and/or service which integrates with and which can be used with a SAP Cloud Service or Software, as applicable, and (2) with respect to the SAP

PartnerEdge Build On Premise Engagement Option, Partner's products, software or subscription-based, hosted, supported, or on-demand services that integrates and bundles with the Software to form a packaged solution, and add new and independent functionality beyond that provided by the Software, including any new functional components for business processes not provided by the Software.

- 1.13 "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 SAP PartnerEdge Build partners, including, without limitation payment of the Program Fee(s), and other requirements as set out in detail in the SAP PartnerEdge Program Guide.
- 1.14 "SAP Solution"** means, with respect to this SAP PartnerEdge Model, the SAP Materials, Software, and/or SAP Support.
- 1.15 "Revenue Share"** is equivalent to the greater of (i) a percentage of the Net Revenue; and (ii) the Minimum Royalty, each as stated in the Price List.