SAP PartnerEdge Master Partner Agreement
("Master Partner Agreement")

Between **||CON:SAP_ENTITY||**
("SAP")

And **||CON:PARTNER_ENTITY||**
("Partner")
together the "**Parties**"

1. PREAMBLE

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

Whereas, by signing this 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 services or other associated SAP services Partner wants to market, distribute, position, provide, develop or demonstrate.

Now therefore, the Parties agree as follows:

2. DEFINITIONS AND INTERPRETATION

2.1. Definitions

"**Agreement**" means this 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) no. 1a) to e); 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 Master Partner Agreement and any agreement listed in Article 3 (Incorporation by reference) no.1a) to e) and will be constituted and construed as a separate Agreement.

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

"**SAP PartnerEdge Model**" means each of the different "SAP PartnerEdge Specific Terms and Conditions" that SAP and Partner agree on by signing a related SAP PartnerEdge Schedule. A general list of available "SAP PartnerEdge Specific Terms and Conditions" and the related "SAP PartnerEdge Schedules" can be found on SAP's partner-dedicated website.

"**SAP PartnerEdge Schedule**" means any "SAP PartnerEdge – Schedule" concluded by SAP and Partner. A general list of available "SAP PartnerEdge Specific Terms and Conditions" and the related "SAP PartnerEdge Schedules" can be found on SAP's partner-dedicated website.

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

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

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

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:

(a) the "SAP PartnerEdge – General Terms and Conditions" for ||VAR:CPCOUNTRYN97|| which is made available on www.sap.com/company/legal ("**PartnerEdge GTCS**");

(b) the "SAP PartnerEdge Program Guide" which is published on SAP's partner-dedicated website ("**PartnerEdge Program Guide**");

(c) the "SAP PartnerEdge Branding and Logo Usage Guideline for Partners" which is published on SAP's partner-dedicated website ("**PartnerEdge Branding Guide**");

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(d) the "SAP PartnerEdge Partner Payment Addendum" which is made available on www.sap.com/company/legal ("**Partner Payment Addendum**"); and

(e) any exhibit, schedule, appendix, annex or other document, included in, attached to or referenced to in any of to the agreements listed in this Article 3 (Incorporation by reference) no. 1a) to d) 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. 1a) to e) 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.

4. CONDITION PRECEDENT

4.1. This 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 Master Partner Agreement will only become effective if at least one SAP PartnerEdge Schedule has been signed.

4.2. This 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) no. 1a to e) will terminate at the same time as this Master Partner Agreement.

||CON:TAX_CLAUSE_PE||

5. CONTACT DETAILS

Any notice or other communication under or in connection with any part of this Agreement must be addressed to the other Party's contact details set out in this Master Partner Agreement or as otherwise maintained in SAP's partner relationship management system.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS MASTER PARTNER AGREEMENT TO BE EXECUTED BY THEIR RESPECTIVE AUTHORIZED REPRESENTATIVES

Accepted By:	Accepted By:
||VAR:CPNAME97||	**||VAR:CPNAME02||**
(SAP)	(Partner)
Name:	Name:
Title:	Title:
Date:	Date:
Name:	Name:
Title:	Title:
Date:	Date:

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