SAP PartnerEdge Partner Payment Addendum

This Partner Payment Addendum (this "Addendum") is hereby incorporated into and forms part of the SAP PartnerEdge Master Partner Agreement or other SAP reselling agreement executed by SAP and Partner.

1. BACKGROUND

1.1. From time to time, SAP offers eligible partners the opportunity to participate in SAP partner funding programs (each a “Partner Funding Program”) described in the applicable program-specific terms and conditions published on SAP’s partner dedicated website (the "Funding Program Terms and Conditions").

1.2. Where any published Funding Program Terms and Conditions incorporate this Partner Payment Addendum by reference, the provision of Partner Funding (as defined below) by SAP to Partner shall also be governed by the terms and conditions set out in this Addendum.

1.3. Partner’s participation in any Partner Funding Program(s) is subject to: (i) the Agreement (as defined in the Master Partner Agreement or other SAP reselling agreement), including this Addendum, (ii) the Funding Program Terms and Conditions, and (iii) Partner's completion of any registration or enrollment requirements described herein or in the Funding Program Terms and Conditions.

2. DEFINITIONS

The following terms have the meanings set forth below. Capitalized terms used herein but not defined shall have the meaning set out in the Agreement.

"Partner Credit" means Partner Funding provided as a credit note by SAP.

"Partner Funding" means monetary payments or credit notes that SAP provides to Partner under the Partner Funding Program in accordance with this Addendum and the Funding Program Terms and Conditions.

"Partner Payment" means Partner Funding provided as a direct monetary payment.

"Vendor Account" means the enrollment record maintained by SAP containing Partner's banking and tax information necessary to process Partner Payments.

3. ELIGIBILITY AND DISCRETION

SAP shall provide Partner Funding with respect to Eligible Products, Eligible Deliverables, and/or Eligible Partner Services (each as defined in the applicable Funding Program Terms and Conditions) that Partner has actually delivered, provided Partner has fully complied with this Addendum, the Agreement and the Funding Program Terms and Conditions, including any submission and validation process described therein.

4. FUNDING PROCESSES

4.1. Enrollment and Account Information. To be eligible to receive any Partner Funding, Partner must maintain a complete and accurate Vendor Account. Partner is solely responsible for entering and maintaining accurate information, and for any misdirected payments resulting from inaccurate information.

4.2. Partner Credits. Where the Funding Program Terms and Conditions specify that Partner Funding will be provided as a Partner Credit, SAP will issue the credit note in accordance with the respective Funding Program Terms and Conditions, and subject to Section 4.5, Partner Credits may be applied against invoices as described in the Funding Program Terms and Conditions, and will expire twenty-four (24) months after issuance if not used.

4.3. Partner Payments. Where the Funding Program Terms and Conditions specify that Partner Funding will be provided as a Partner Payment, Partner may request a Partner Payment for any balance of Partner Funding that remains after the issuance of Partner Credits in accordance with the Funding Program Terms and Conditions. SAP will make Partner Payments by bank transfer within sixty (60) business days of SAP's approval of the applicable funding request, subject to Section 4.5 (Withholding and Set-off).

4.4. Disputes. Any dispute regarding the calculation or approval of Partner Funding must be submitted in writing to SAP within fifteen (15) calendar days after SAP notifies Partner of the relevant approval or rejection.

4.5. Withholding and Set-off. SAP may withhold, delay, or set off any Partner Funding if Partner is in material breach of the Agreement or this Addendum or the Funding Program Terms and Conditions.

4.6. SAP reserves the right to cancel, amend or claim back any incorrect payment of Partner Funding, or portions thereof.

5. CONDITION PRECEDENT AND TERMINATION

5.1. This Addendum is conditional upon the parties concluding at least one SAP PartnerEdge Schedule for at least one of the SAP PartnerEdge Models, or as otherwise agreed by SAP for SAP Global Platinum Resellers.

5.2. Either party may terminate this Addendum without cause by giving the other party at least three months' prior written notice. Termination for convenience will not affect Partner Funding requests that SAP approved in writing before the effective date of termination.

5.3. Either party may terminate this Addendum immediately upon written notice if the other party materially breaches this Addendum and fails to cure such breach (if curable) within thirty (30) days after receipt of written notice thereof. Termination by SAP under this Section 5.3 may, at SAP's sole discretion, affect Partner Funding requests.

5.4. SAP may terminate this Addendum immediately upon written notice if continuation of the Partner Funding Program would violate applicable law, rules or regulations. The provisions of Part 1, Article 10 (Termination for Good Cause) of the PartnerEdge GTCs remain unaffected.

5.5. This Addendum shall automatically terminate with respect to any or all SAP PartnerEdge Models upon termination of such SAP PartnerEdge Model(s). This Addendum will terminate in full on the date on which the last SAP PartnerEdge Model was terminated, rescinded or ended in any other way between SAP and Partner, or, in the case of SAP Global Platinum Resellers, on the date of termination of their SAP reselling agreement.

6. MODIFICATION, SUSPENSION, OR CANCELLATION OF THE PROGRAM

SAP may modify, suspend, or cancel the Partner Funding Program or the Funding Program Terms and Conditions at any time upon notice to Partner (email sufficient). Such actions will not affect funding requests that SAP has already approved in writing before the effective date of the change.

7. PUBLIC SECTOR / GOVERNMENT RESTRICTIONS

Unless the Funding Program Terms and Conditions expressly state otherwise, Partner Funding may not be claimed or used in connection with any End User that is a Government Entity.

8. USE OF PARTNER FUNDING; COMPLIANCE

8.1. SAP may specify in the applicable Funding Program Terms and Conditions and/or any related Order Form that Partner Funding may only be used to offset or reduce Partner's costs of delivering the specific Eligible Products, Eligible Partner Services or Eligible Deliverables for which it was approved.

8.2. Partner shall not use any Partner Funding, directly or indirectly, in any manner intended to improperly influence, induce, or secure business for or on behalf of SAP, including through unauthorized incentives, side payments, or other actions inconsistent with applicable law, SAP Policies or the Agreement.

9. VALIDATION AND AUDITS

9.1. SAP may, if described in the applicable Funding Program Terms and Conditions and/or a related Order Form, contact End Users and require reasonable documentation to verify Partner's compliance with this Addendum and any Funding Program Terms and Conditions.

9.2. Partner will maintain complete and accurate records relating to all activities for which Partner Funding is claimed in accordance with the record retention timelines set out in the Agreement or applicable law and will make such records available for audit in accordance with Part 1, Article 9 (Audit) of the PartnerEdge GTCs or the equivalent provisions of the reselling agreement with SAP.

9.3. If Partner received Partner Funding to which it was not entitled, including in cases where an audit or validation reveals use for other activities, Partner will repay such amounts within thirty (30) days of SAP's written demand.

10. GENERAL PROVISIONS

10.1. Order of Precedence. In the event of conflict, the order of precedence is: (1) any mutually executed Order Form referencing this Addendum, (2) this Addendum, (3) the Funding Program Terms and Conditions, (4) the Agreement.

10.2. Survival. Provisions that by their nature should survive (including Sections 8, 9, and 10) will survive termination or expiration.

10.3. Entire Agreement. This Addendum, the Funding Program Terms and Conditions, and the Agreement constitute the entire understanding regarding Partner's paticipation in the Partner Funding Program.

10.4. Prerequisite Status. Partner is only eligible for Partner Funding if, at the time of the relevant funding request and payment: (i) the Agreement is in force and Partner is in "Operational" status, (ii) Partner is not blocked or suspended for overdue payments or compliance violations, (iii) Partner has a currently valid due-diligence approval, and (iv) Partner is not in a termination-notice period under the Agreement.

10.5. Change in Control. Partner shall promptly notify SAP in writing of any Change in Control (as defined in the Agreement). SAP may, in its sole discretion, terminate this Addendum or adjust program benefits upon such event.

10.6. No Modification of Agreement. Participation in the Partner Funding Program does not constitute a novation, amendment, or waiver of any provision of the Agreement unless expressly stated in a separate written amendment signed by both parties.

10.7. Taxes. All Partner Funding is subject to the tax, withholding, and reporting provisions of the Agreement.