

**SAP PartnerEdge
Run Cloud Specific Terms and Conditions
("Run Cloud Model")**

Article 1 Definitions and Interpretation

1. Definitions

"**Product Family**" means an SAP product family which may comprise of one or several SAP software products or services as further set out in the applicable RSPI.

"**Program Requirements**" means that the Partner has to fulfill certain minimum program entry requirements as well as ongoing program requirements, some of which are general PartnerEdge requirements, some of which are specific for the "Run Engagement" and some of which are specific for the different "On Demand" or "Cloud" Product Families, including, without limitation payment of the Program Fee(s), meeting certain minimum annual revenue requirements, upholding a Run Authorization for at least one "On Demand" or "Cloud" Product Family and other requirements as set out in detail in the PartnerEdge Program Guide and the RSPI.

"**Run Authorization**" means that Partner needs to meet specific training and qualification requirements for the SAP hosted, on-demand cloud products or services included in an "On Demand" or "Cloud" Product Family as set out in detail in the PartnerEdge Program Guide.

2. Any terms not defined in this Run Cloud Model will have the meaning ascribed to them in the Outsourcing Agreement or the Agreement, as the case may be.
3. The headings in this Run Cloud Model are for convenience only and are to be ignored in construing this Run Cloud Model.
4. Any reference in this Run Cloud Model to a defined document is a reference to that defined document as amended, varied, novated or supplemented from time to time.
5. Where the context so admits, the singular includes the plural and vice versa.

Article 2 Engagement Model

1. Subject to the terms and conditions set out in this Run Cloud Model and only

- (a) as long as Partner is authorized to provide services to End Users for SAP Cloud Services under the Outsourcing Agreement;
- (b) upon Partner meeting the Program Requirements for the first time and subject to Partner's compliance with all Program Requirements at all times during the term of this Run Cloud Model; and
- (c) as long as Partner has achieved and continues to uphold Run Authorization, SAP hereby grants to Partner and Partner hereby accepts from SAP the right to market its services under the SAP Run Cloud Model and holding itself out as an SAP PartnerEdge Partner in the Territory (as defined in the Run Cloud Schedule).

Article 3 Term and Termination of this Run Cloud Model

1. Term. This Run Cloud Model comes into effect as of the Effective Date defined in the Run Cloud Schedule 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.
2. Termination for convenience. Either Party may terminate this Run Cloud Model for convenience with three months' prior written notice to 31 December of each year.
3. Termination for non-compliance with Program Requirements. SAP may terminate this Run Cloud Model with three months' prior written notice if Partner:
 - a) did not meet all of the Program Requirements for the first time within six months after the Effective Date defined in the Run Cloud Schedule; or
 - b) does not comply with any of the Program Requirements excluding the Program Fee for which the termination periods set out in Article 10 (Termination for good cause) no. 1 a) and no. 2 a) of Part 1 of the SAP PartnerEdge General Terms and Conditions apply.
4. Termination for good cause: Besides the termination reasons set out in Article 10 (Termination for good cause) of Part 1 of the SAP PartnerEdge General Terms and Conditions, SAP may terminate this Run Cloud Model immediately upon written notice to the Partner:
 - a) if SAP terminates the also Outsourcing Agreement with immediate effect; and
 - b) if Partner (i) markets or sells services of third parties for the SAP Product(s) or (ii) allows that third parties directly or indirectly provide maintenances services for the SAP Product(s) in both cases provided that SAP has reasonable grounds to believe that this conduct constitutes a risk to SAP's Intellectual Property Rights or SAP's Confidential Information.

5. Consequences of Termination. If this Run Cloud Model is terminated, rescinded or ends in any other way, Partner's right to receive benefits under the PartnerEdge Program immediately ends.