SAP PartnerEdge

Sell Cloud Specific Terms and Conditions

(Indirect Model)

(together with the Sell Cloud Schedule and all documents referenced therein **"Sell Cloud Model")**

Article 1 Definitions and Interpretation (Indirect Model)

1. Definitions

"**Cloud Terms**" has the meaning as defined in Article 8.

"**Cloud Services**" means any distinct, hosted, supported, and operated on-demand solution provided by SAP under an Order Form.

"**Discount Letter**" with regard to this Sell Cloud Model means the "SAP PartnerEdge Sell Cloud - Discount Letter" for this Sell Cloud Model applicable to the country in which End User is located which is published on SAP's partner-dedicated website or directly provided to Partner by SAP.

"**Price List**" with regard to this Sell Cloud Model means the "Price List for SAP Cloud Channel Partners" or any other price list provided by SAP under or in connection with this Sell Cloud Model applicable to the country in which End User is located which is published on SAP's partner-dedicated website or directly provided to Partner by SAP.

"**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 Program Guide.

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

"**Order Form**" with regard to this Sell Cloud Model means any SAP order form entered into by SAP and Partner for a specific End User specifying the Cloud Services, Services or both, including information on the End User, pricing, subscription term and other information necessary for the purchase and delivery of Cloud Services, Services or both to End User and including all documents referenced in the Order Form.

"**Order Form Effective Date**" means the date on which the Order Form becomes effective as stated in the Order Form, or, in the absence of an explicit effective date: the date of the latest signature.

"**SAP Premium Services**" mean SAP Premium Engagement Services as described at http://www.sap.com/servicedescriptions current as of the effective date of the Services Order Form, offered and contracted by SAP directly with End User, and that are not available for reselling by SAP partners.

"**SAP Cloud GTCs**" or "**Cloud GTCs**" means then-current version of the document "SAP Cloud General Terms and Conditions", as used by SAP for the provision of cloud services, which is made available on www.sap.com/company/legal. The Cloud GTCs may be updated by SAP from time to time in the sense of a programmatic change within the meaning of Article 12 (Change to Terms) Nr.2 of Part 1 of the PartnerEdge GTCs. The version current at the time of the execution of the Sell Cloud Model is incorporated herein as Exhibit 1.

"**Sell Authorization**" means the specific training and qualification requirements for the products or services included in a "Cloud" Product Family that Partner wants to resell subscriptions for as set out in detail in the PartnerEdge Program Guide.

"**Services**" with regard to this Sell Cloud Model means implementation, configuration, training, managed services and other similar supplemental services related to a Cloud Service performed by a member of the SAP Group or any of its subcontractors that are listed on the Price List (or any other pricing document applicable to the country in which End User is located which is published on SAP's partner-dedicated website or directly provided to Partner by SAP) as available for reselling by authorized SAP resellers and will be further described in an applicable Order Form or statement of work entered into by Partner and SAP onboarding, adoption, optimization.

"SLA" means the service level agreement made available on http://www.sap.com/corporate-en/about/our-company/policies/cloud/service-level-agreement.html. Where the SLA refers to the term "Customer" it shall be interpreted as a reference to the Partner.

"**Services Order Form**" means the applicable ordering document for SAP Premium Services entered into by SAP and End User that references the SAP Services General Terms and Conditions or similar terms.

"**Supplemental Terms**" means the product specific supplemental terms and conditions which include additional or different terms and conditions to those in the Cloud GTCs for the provision of specific Cloud Services which are made available on http://www.sap.com/company/legal.

"**Usage Metric**" means the standard of measurement for determining the permitted use and calculating the fees due for a Cloud Services as set forth in an Order Form.

2. Any terms not defined in this Sell Cloud Model will have the meaning ascribed to them in any other part of the Agreement (as defined in the Master Partner Agreement).

3. The headings in this Sell Cloud Model are for convenience only and are to be ignored in construing this Sell Cloud Model.

4. For clarification: Any reference in this SAP PartnerEdge Sell Cloud Model to a defined document is a reference to that defined document as amended, varied, novated or supplemented from time to time in line with Part 1 Article 12 "Change to Terms" of the SAP PartnerEdge GTCs.

5. Where the context so admits, the singular includes the plural and vice versa.

6. Any defined document referenced in this SAP PartnerEdge Sell Cloud Model will be provided by SAP upon request.

Article 2 Engagement Model

1. 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 Sell Cloud Model, SAP hereby grants to Partner and Partner hereby accepts from SAP the right to resell subscriptions for those Cloud Services for which Partner achieved and continues to uphold a successful Sell Authorization in its own name, at its own risk and for its own account to End Users located in the Territory (as defined in the Sell Cloud Schedule).

2. If Partner is authorized under this Sell Cloud Model to resell subscriptions for certain Cloud Services hereunder, Partner may resell Services for the Cloud Services purchased from SAP in its own name, at its own risk and for its own account to End Users located in the Territory (as defined in the Sell Cloud Schedule).

3. Partner is solely responsible for accurately and completely representing the Cloud Services and Services resold hereunder. Partner assumes all financial and legal liability for the quality, reliability and accuracy of all representations and warranties made by Partner, its employees, agents and consultants beyond what is contained in the Documentation. Partner will give the SAP Group and its licensors appropriate credit for the ownership of the Cloud Services, Services, Documentation and other SAP Materials.

4. Partner will be solely responsible for setting its own prices vis-à-vis the End User for the reselling of the Cloud Services and the Services.

5. SAP Premium Services

Where Partner orders Services under an Order Form with SAP, and those Services are only available on the Price List together with SAP Premium Services, Partner acknowledges and agrees that End User will need to conclude a separate Services Order Form directly with SAP for the SAP Premium Services, and SAP shall contact the End User directly for such purpose.

Prior to the execution of the Order Form for the Services and Cloud Services (if any), Partner agrees to notify End User in writing that:

- Partner shall facilitate the introduction and sharing of relevant End User business contact information with SAP as necessary for this purpose;
- in connection with the purchase of the Services and Cloud Services (if any), End User shall be required to sign a separate Services Order Form with SAP for the SAP Premium Services;
- SAP will not deliver any SAP Premium Services to End User until SAP has received End User's duly signed Services Order Form.

Partner must ensure that each End User's business contact consents to the processing of their personal data by SAP for the purposes of this Article 2 no.5.

Article 3 Specific Order Processes and Requirements

1. For ordering Cloud Services and, if applicable, Services from SAP, Partner and SAP will enter into End-User specific Order Forms based on SAP's standard documents containing all the required information and must comply with any then-current order process for the specific Cloud Service, Service or both. Where applicable, Partner is obliged to use the electronic means provided by SAP for placing orders and for executing Order Forms.

2. With regard to each order for Cloud Services, Services or both for an End User, Partner must provide SAP with:

a) the name and address of the End User for whom the Cloud Services, Services or both are being ordered;

b) details of the Cloud Services, Services or both ordered for the End User, including, without limitation, the Usage Metric for each Cloud Service;

c) Partner's contact and billing information; and

d) any other data required by SAP in any then-current order process for the specific Cloud Services, Services or both.

3. SAP is free to accept the order and issue an Order Form offering to Partner. In particular SAP reserves the right to decline an order / refuse to issue an Order Form offer if SAP reasonably believes that SAP's Intellectual Property Rights may not be respected by the End User or the End User is a direct competitor of SAP.

4. Prior to submitting any Order Form to SAP, Partner must have obtained a legally binding written commitment from its End User to purchase the Cloud Services in the Usage Metrics and quantities outlined in the Order Form (the "**End User Commitment**"). The End User Commitment shall include details of the fees payable by End User to Partner for the SAP Cloud Services and the subscription term agreed between Partner and End User. The End User Commitment shall segregate fees payable by End User for the SAP Cloud Services from any other fees payable by End User for any non-SAP products or services.

5. Upon SAP's request, Partner shall promptly provide the End User Commitment to SAP solely for the purpose of enabling SAP to review such End User Commitment for compliance purposes. Pricing information in the End User Commitment shall constitute Partner Confidential Information and will only be shared with and within SAP's Office of Ethics & Compliance ("**SAP OEC**") and must therefore only be provided to members of the SAP OEC as identified by SAP. The SAP OEC may further share Partner Confidential Information strictly on a need to know basis, as determined by the SAP OEC. Partner must ensure that each End User has agreed in advance to the sharing of the End User Commitment by Partner with SAP for such purposes.

Article 4 Changes to the Units of a Usage Metric

1. Increasing of units of a Usage Metric

Partner may purchase an increase of units of a Usage Metric at any time during the Initial Term or a Renewal Term of any Cloud Service by entering into a mutual addendum to the original Order Form or an additional Order Form which will become an integral part of the original Order Form. The term of the additional units of a Usage Metric set out in the addendum or additional Order Form will be coterminous with the then-current Initial Term or Renewal Term of the relevant Cloud Service set forth in the original Order Form, irrespective of the effective date of the addendum or additional Order Form. The fees for the increase to the units of a Usage Metric will be prorated accordingly to reflect the remaining period of then-current Initial Term or Renewal Term of the relevant Cloud Service. Any increase of units of a Usage Metric during the Initial Term or any Renewal Term of a Cloud Service will continue to apply for Renewal Terms of such Cloud Service, except as otherwise terminated or reduced according to Article 11 no. 4 (Termination for convenience).

2. Reducing of units of a Usage Metric

During the Initial Term or any Renewal Term of a Cloud Service, Partner is not entitled to reduce the units of a Usage Metric set forth in an Order Form as originally executed, as increased as set out in this Article 4 no. 1 (Increasing Usage Metric) or as increased due to overuse as set out in this Article 4 no. 3 (Overuse of Usage Metric) or claim any reduction of the fees payable for a Cloud Service in one or several of the following cases:

a) the End User uses less than the units of a Usage Metric purchased by Partner for such End User;

b) the End User does not pay Partner the fee unless Partner terminated the relevant Order Form in accordance with the contractual terms;

c) the End User breaches or terminates its contract with the Partner; or

d) other disagreements or discrepancies arise in the relationship between Partner and End User.

3. Overuse of units of a Usage Metric

SAP will inform Partner about any actual use by End User in excess of the agreed volume subject to the Usage Metric stated in the Order Form and will provide and Partner will execute an addendum or additional Order Form with additional subscriptions covering the excess. Partner shall enforce its agreement with the End User and ensure that End User purchases the required subscriptions covering the excess. The fees shall accrue from the

date the excess use began. The term of the additional units of the Usage Metric set out in the addendum or additional Order Form will be coterminous with the then-current Initial Term or Renewal Term of the relevant Cloud Service set forth in the original Order Form, irrespective of the effective date of the addendum or additional Order Form. The fees for the additional Usage Metric will be prorated accordingly to reflect the remaining period of then-current Initial Term or Renewal Term of the relevant Cloud Service. Any increase of units of a Usage Metric purchased during the Initial Term or any Renewal Term of a Cloud Service will continue to apply for Renewal Terms of such Cloud Service, except as otherwise terminated or reduced according to Article 11 no. 4 (Termination for convenience).

Article 5 Delivery of Cloud Services and other Services (Indirect Model)

1. SAP will grant access to the most current version of the agreed Cloud Services set forth in the applicable Order Form for an End User to such degree as SAP makes such Cloud Services locally generally available , to the relevant End User on behalf of Partner ("**Delivery of Cloud Services**"). SAP´s Delivery of Cloud Service is subject to the terms of the Order Form including any documents referenced to therein, in particular the Cloud GTCs, the SLA, the support description, and the Supplement(s) all subject to the stipulations in this Sell Cloud Model. Where these documents refer to the term "Customer", they shall be interpreted as referring to "Partner" for the purpose of the Delivery of Cloud Service. SAP will provide Services as described in the applicable Order Form or statement of work, including any documents referenced to therein, entered into by Partner and SAP to the relevant End User on behalf of Partner ("**Delivery of Services**"). The Delivery of Cloud Services and the Delivery of Services together are hereafter referred to as "**Delivery**".

2. With regard to the features, quality and functionality of the Cloud Services, the product description in the Order Form (including any documents referenced to therein), Documentation and the Price List is solely decisive. With regard to the features, quality and functionality of the Services the description in the Order Form or statement of work (including any documents referenced to therein) entered into by Partner and SAP is solely decisive.

3. Partner's purchase of subscriptions for any Cloud Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by SAP or any other member of the SAP Group, including any roadmaps, with respect to future functionality or features.

4. SAP will be entitled to suspend the delivery of any or all SAP Products to Partner or End User or both as further set out in this Sell Cloud Model as well as the PartnerEdge GTCs.

Article 6 Fee for Cloud Services and other Services

1. Payment and invoicing of fees

a) The general calculation basis for the fees for the Cloud Services and Services is stipulated in the Price List (or, in case of Services, any other pricing document applicable to the country in which End User is located which is published on SAP's partner-dedicated website or directly provided to Partner by SAP) and the applicable Discount Letter, and will be specified in each Order Form or, in case of Services, may also be specified in a statement of work.

b) Partner will pay to SAP the fees for the Cloud Services agreed for any End User as set out in the corresponding Order Form. The fees for each order of Cloud Services as originally set out in the Order Form or as increased according to this Sell Cloud Model will be invoiced annually in advance after the Order Form Effective Date, except as otherwise set forth in an applicable Order Form.

c) Partner will pay to SAP the fee for the Services agreed for any End User as set out in the corresponding Order Form or statement of work. The fee for the Services as set out in an Order Form or statement of work will be invoiced in accordance with the payment terms set forth in the applicable Order Form or statement of work.

   If Partner is still in default of payment after a reasonable extension period set by SAP has passed, SAP may at its sole discretion, temporarily suspend End User's ability to access the Cloud Services in whole or in part, stop providing Services or both until payment has been received.

d) When Services have been rendered, for accounting purposes the Parties make services acceptance report. SAP prepares two copies of services acceptance report and sends them to the Partner. Within 10 (ten) working days after services acceptance report is received Partner shall sign such services acceptance report. The fact that the documents are received is confirmed by respective notification of courier mail or the Azerbaijan post that such documents are handed over to Partner.

   If within 10 (ten) working days after services acceptance report is received Partner does not object in written then the respective Services shall be deemed duly rendered and accepted by Partner without objections in the scope defined in the services acceptance report, and the services acceptance report itself singed only by SAP shall be deemed duly signed by both Parties on the date following the last day of the term fixed for signing of services acceptance report/ submission of reasonable refusal and shall be taken by the Parties as source accounting document in the accounting records.

2. Fee Increase

Except where agreed otherwise in the respective Order Form, the following rules apply to fee increases:

a) SAP agrees that the fee for a Cloud Service will remain unchanged for the Initial Term.
b) SAP reserves the right to increase the fee for Cloud Services as originally set out in an Order Form or as increased according to this Sell Cloud Model at the beginning of each Renewal Term upon three months' prior notice to Partner to the end of the Initial Term and to the end of any Renewal Term (as defined below) ("**Fee Increase**"). In case of a Fee Increase, Partner may terminate any affected Cloud Service by giving one month's prior written notice to the effective date of the Fee Increase. SAP will draw attention to this termination right in the fee increase notice.
c) The first Fee Increase must not exceed the percentage by which the Index as defined below in subsection d) has increased (calculated on a cumulative year-over-year basis) compared to the value of the Index as of the Order Form Effective Date. Any subsequent Fee Increase will be limited to the percentage by which the Index has increased (calculated on a cumulative year-over-year basis) compared to the value of the Index that was used as the basis for the last prior fee increase for a Cloud Service.
d) The index used to determine the Fee Increase is the Consumer Price Index (**CPI**) in the Republic of Azerbaijan calculated by and published by the state statistics authority on the official website. If the Index ceases to be existent, SAP may choose to replace the Index by applying a reasonably equivalent price index in the Repiblic of Azerbaijan as published by any governmental agency or non-partner agency ("**Replacement Index**"). SAP will inform Partner of a change to a Replacement Index in writing. Partner may terminate any affected Cloud Service by giving one month's prior notice to the effective date of a Fee Increase based on a Replacement Index.
e) Not raising any fee for a Cloud Service in a given year is not a waiver of SAP's right to do so.

3. Other Expenses

Partner will reimburse SAP for all reasonable, pre-approved (by Partner in writing) travel and related expenses incurred by SAP in performing any support or Services under or in connection with this Agreement.

4. Service Level Credits (Indirect Model)

Partner may offer to its End Users a service level agreement for the Cloud Services. Such service level agreement must be under terms not less restrictive than the SLA agreed between SAP and Partner in the Order Form. SAP will issue service credits to Partner subject to the provisions of the SLA and Cloud GTC for any justified service level claim made by an End User provided Partner notified SAP in writing within seven days of receipt of the End User claim. If SAP is required to pay service level credits due to SAP not meeting its system availability as further set out in the SLA and Cloud GTC, SAP will issue those service level credits to Partner in the next quarterly invoice. Partner must forward the service level credits issued by SAP to the End User immediately without deduction. Service level credits will be calculated based on the non-discounted subscription fees set out in the Order Form.

Article 7 Tax

1. Each Party will be responsible for the payment of its own taxes.

2. All taxes based on income that are imposed, or may be imposed, by any federal, state or local government entities for payments received under or in connection with any part of this Agreement will be borne by the recipient of the payment (**"Recipient"**).

3. If the Party making such payments ("**Payer**") is required by law to withhold income or corporation tax or a similar tax ("**Withholding Tax**") from any gross payment to the Recipient under or in connection with any part of this Agreement, Payer will be entitled to withhold or deduct such tax from the gross amount to be paid, if and to the extent that the Recipient may offset the withholding income and corporate tax liabilities according to the law of the country of residence of the Recipient against its income or corporate tax liabilities. However, Payer must use all endeavours to reduce any such withholding payable to the lowest possible rate subject to compliance with all applicable laws and double taxation treaties. Recipient will cooperate with Payer to the extent that is necessary to apply for such reduction, especially by, but not limited to, providing necessary forms to Payer or the relevant tax authority. Otherwise, Payer is entitled to withhold tax at standard rates according to the relevant laws. The Payer will in the case of any withholding of any Withholding Tax provide to the Recipient a receipt from the relevant tax authority to which such Withholding Tax has been paid. In case the Recipient under or in connection with any part of this Agreement is not entitled to offset the withholding income and corporate tax liability according to the law of the country of residence, Recipient and Payer will mutually agree in writing whether the Payer will be entitled to withhold taxes on account of the Recipient from the contractually agreed payments. The fact that such offset is not possible (or not possible in a specific year) must be notified by Recipient to the Payer.

4. All other taxes or charges of any kind (including but not limited to, customs duties, tariffs, excise, gross receipts, sales and use and value added tax) except income tax or corporation tax (or similar taxes) will be borne by the Payer. Partner must communicate to SAP its VAT or GST identification number(s) attributed by the country where Partner has established its business. SAP shall consider the Cloud Services and Services resold or provided under or in connection with this Agreement to be for Partner's business operations and provided to the location(s) of the Partner in accordance with the provided VAT or GST identification number(s). If any such tax or duty has to be withheld or deducted from any payment under or in connection with any part of this Agreement, Payer must increase payment under or in connection with any part of this Agreement by such amount to ensure that after such withholding or deduction, Recipient has received an amount equal to the payment otherwise required. Any applicable direct pay permits or valid tax-exempt certificates must be provided to SAP prior to the execution of the Sell Cloud Schedule.

Article 8 License (Indirect Model)

1. Use rights for the Cloud Services that Partner agrees with SAP for a specific End User will be granted from SAP to Partner and by Partner to the End User. SAP delivers the Cloud Service on behalf of Partner to the End User as detailed in Article 5. SAP enters into an Order Form for Cloud Services with the Partner for a specific End User subject to the then current Cloud GTC, Supplement, SLA, Support Terms (the Order Form and all other documents referenced here are together referred to as "**Cloud Terms**"), in consideration of the stipulations in this Sell Cloud Model, in particular this Article 8.

Partner must enter into a written agreement with each End User ("**End User Terms**"). SAP recommends that the End User Terms be under terms that are not less protective than the ones set out in the then-current Cloud Terms, but excluding any commercial terms therein. The Cloud GTCs current at the time of the execution of this Sell Cloud Model are attached hereto as Schedule 1.

2. The End User Terms must in any case include clauses reflecting the content of the following provisions (including the definitions of the defined terms referenced therein) of the then-current Cloud Terms (as well as the respective Definitions of terms used therein):

a) The provision on SAP's IP Rights **as detailed in section 10.1 of the Cloud GTC,** clarifying the Partner's position as reseller**.**

b) The provisions defining the responsibilities and obligations related to the Cloud Service and the End User´s Use of the Cloud Service **as detailed in the sections 2, the last three sentences of 3.1, 3.4, 3.5 of the Cloud GTC**.

c) The provisions on customer data and personal data and customer responsibilities and obligations **as detailed in sections 4 and 5.4 of the Cloud GTC.**

d) The provision on confidentiality **as detailed in section 11 of the Cloud GTC.** In addition, Partner must include a clause that enables Partner and SAP to share information about Customer´s Use of the Cloud Service.

e) The provision on export laws **as detailed in section 12.2 of the Cloud GTC.**

f) The provision on notifications **as detailed in section 12.14 of the Cloud GTC.** In addition, Partner must include a provision that enables SAP to notify End User directly.

g) The provision on assignment **as detailed in section 12.4 of the Cloud GTC.**

3. The End User Terms must in any case include the product specific Supplements and the support terms referenced in the Order Form and must in any case include the Service Level Agreement for the Cloud Service as referenced in the Order Form and in **section 3.2 of the Cloud GTC**.

4. In addition, the End User Terms must include the following provisions:

a) A provision permitting SAP to audit the usage of the Cloud Service, in particular the number of End User's Authorized Users (and other Usage Metrics and volumes defined in the Order Form), as to whether it complies with the Cloud Terms.

b) A provision stating that any claim relating out of or in connection with the Cloud Service will be brought against the Partner and not a member of the SAP Group unless such claim exists by virtue of mandatory law.

c) A provision stating that SAP acts as Partners subcontractor when delivering the Cloud Service.

d) A data processing agreement in line with the respective requirements included in the Partner Edge Sell Cloud Schedule. SAP (and SAP´s subprocessors) may handle End Users data (including personal data) for the sole purpose of and only to the extent necessary for SAP: (i) to provide the Cloud Service (including without limitation preparing backup copies or performing penetration tests); (ii) to verify End User's compliance with the use restrictions.

e) A provision allowing SAP to inform / send notices (as detailed in the Cloud Terms) directly to the End Users.

5. SAP has the right not to grant access to the Cloud Service as long as any of the adverse conditions are present as provided for in Article 6 (SAP's obligation to deliver) of Part 1 of the PartnerEdge GTCs.

6. Partner must use its best endeavors to shield all members of the SAP Group from any liability arising out of or in connection with the use of End User of the Cloud Service.

7. SAP may temporarily suspend End User's access to the Cloud Service to prevent damages it is sufficiently probable that the continued use of the Cloud Service in breach of contract by End User, the Authorized Users, or a third party using Customer's access data may result in harm to the Cloud Service (including the security of the systems used to provide the Cloud Service), other SAP customers, or the rights of third parties in such a way that immediate action is required to avoid damages. If circumstances allow, End User shall be informed in advance in writing either by via the Partner or by SAP on behalf of the Partner.

8. Partner must ensure that the End User Terms agreed with the End User are legal, valid, binding and enforceable and that the obligations assumed by the Parties thereunder constitute legal, valid, binding and enforceable obligations.

9. Partner is obliged to enforce the terms of the End User Terms if the Partner becomes aware that the use of the End User does not comply with the Cloud Terms. If Partner becomes aware of circumstances indicating a breach, Partner is obliged to thoroughly investigate and take required actions to enforce the Cloud Terms. Partner must inform SAP as soon as the Partner becomes aware of a breach or circumstances that indicate a potential breach.

10. Partner bears all consequences and costs resulting from breach of its duties set forth in the Agreement, especially if Partner did not conclude or enforce the Cloud Terms, if the terms of the End User Terms are not conform with the requirements of section 8.1 to 8.4, if the End User Terms are not legal, valid, binding and enforceable and if the obligations assumed by the Parties thereunder do not constitute legal, valid, binding and enforceable obligations. Partner must inform SAP immediately if Partner or an End User terminated a cloud order as well as about the reasons for such termination.

11. Upon SAP's request, Partner must provide a copy of the signed End User Terms to SAP (whereby blackening any references to commercial terms, especially prices). Partner must ensure that End User has given its consent for SAP to review the End User Terms.

Article 9 Modification to Cloud Services

The features of the Cloud Service and the SAP Policies may be enhanced and may be adapted by SAP as detailed in section 3.4 of the Cloud GTC (**"Continuous Modification**"). Partner may allow End User to terminate an order for a particular Cloud Service in the event that a Continuous Modification negatively affects the justified interests of End User so that End User can no longer reasonably be expected to adhere to the agreement with the Partner. In the event of an End Customer termination for said cause, Partner can terminate its affected Cloud Service in writing with a notice period of one month before the announced change is scheduled to take effect. SAP may provide through its regular updates optional new features for the Cloud Service, which may optionally be used, subject to the then-current applicable Product Supplement. SAP may provide the information / notice about the Continuous Modification directly to the End User.

Article 10 Maintenance Services (Indirect Model)

1. SAP provides the support services as agreed between SAP and Partner in an Order Form on behalf of Partner to the End User ("**Maintenance Services**"). Cloud Services may not be ordered without Maintenance Services irrespective of whether they are included in the subscription fee for Cloud Services or set out separately in the Order Form. For an additional fee, SAP may offer additional support services for Cloud Services as Maintenance Services. The terms and conditions for Cloud Services set out in this Sell Cloud Model will apply to Maintenance Services even if these are set out separately in the Order Form, including, without limitation, Article 4 (Changes to the Units of a Usage Metric), Article 6 no. 1 (Payment and invoicing of fees), Article 6 no. 2 (Fee Increase) and Article 11 (Term and Termination of Cloud Service and other Services).

2. To the extent the Maintenance Services are enhanced, changed and adapted to reflect technical advances, the provisions of Article 9 apply analogously.

Article 11 Term and Termination of Cloud Service and other Services (Indirect Model)

1. Term of Order Form. Each Order Form comes into effect as of the Order Form Effective Date and continues in effect until the later of (i) the last day of the subscription term of a Cloud Service or (ii) if applicable, the Service End Date as defined in this Article 11 no. 3 (Term of Services), unless terminated earlier pursuant to this Article 11.

2. Term of Cloud Services. The subscription term for a Cloud Service comes into effect as of the Order Form Effective Date, unless otherwise set forth in the Order Form, and runs until the last day of the subscription term for the relevant Cloud Service that Partner originally committed itself to as set out in the Order Form ("**Initial Term**"). After the Initial Term, the subscription term for the relevant Cloud Service is automatically extended for subsequent periods of one year, unless otherwise set forth in an Order Form (each a "**Renewal Term**"), any termination right notwithstanding.

3. Term of Services. Any Service comes into effect as of the Order Form Effective Date, unless otherwise set forth in the Order Form, and ends on the end date set out in the Order Form for such Service or, if no end date has been specified for the Service, after the relevant Service has been performed ("**Service End Date**").

4. Termination for convenience. Either Party may terminate any or all parts of a Cloud Service subscription (and in case of partial termination reduce the units of a Usage Metric for a Cloud Service) for convenience with three months' prior written notice to the end of the Initial Term or any Renewal Term of the relevant Cloud Service. A partial termination may require a recalculation of fees, as volume discounts may no longer apply.

5. Termination in case of End User Insolvency. Partner may request the termination of any or all Order Forms (and thereby all Cloud Service subscriptions and Services set forth therein) relating to an End User with one month's prior written notice if and insofar as the relevant End User orders are terminated in the course of End User insolvency proceedings. SAP will agree to such termination request upon Partner having provided sufficient evidence to SAP of the relevant insolvency related termination of End User orders.

6. Termination for good cause. Any affected Order Form (and thereby all Cloud Service subscriptions and Services set forth therein) may be terminated by the non-breaching Party immediately upon written notice to the other Party (or, by SAP with written notice to Partner in case of a breach by the End User) in the following cases:

a) Non-Payment. Partner does not pay on the due date any amount payable to SAP under or in connection with an Order Form at the place at and in the currency in which it is expressed to be payable unless payment is made within one month of the due date.

b) Breach of material provisions. A Party does not comply with the following material provisions of the PartnerEdge GTCs: Part 1 – Article 2 (Confidentiality), Part 1 – Article 13 (Export Regulations), Part 1 – Article 15 (Compliance Obligations) (in particular, if Partner fails to comply with the SAP`s Partner Code of Conduct) and Part 2 - Article 4 (Reservation of title, rights and interest).

c) Material breach of other provisions. A Party's material breach of any provision of any part of this Agreement other than those referred to in this Article 11 no. 6 a) (Non-Payment) or 6 b) (Breach of material provisions), unless the breaching Party has cured such breach within one month of the other Party giving notice (for breaches where a cure is available).

d) Material breach of Cloud Terms. SAP is entitled to terminate the Order From in case of an End User´s material breach of any provision of any part of the Cloud Terms, unless cured within one month of the notice (for breaches where a cure is available).

e) Extraordinary termination rights and the right to termination for just cause remain unaffected.

7. Consequence of Termination.

a) Termination by SAP in accordance with Article 11 no. 6 (Termination for good cause) will not relieve Partner from the obligation to pay fees that remain unpaid, including, without limitation, any fees for the rest of the Initial Term or any Renewal Term for any Cloud Service.

b) If all Order Forms relating to an End User are terminated, rescinded or ended in any other way or if SAP terminates an Order Form according to Article 11 no. 6 (Termination for good cause), SAP will have the right (depending on End User's choice) to:

   i. directly provide the affected Cloud Services to the End User; or

   ii. recommend to End User other partners or third parties for the provision of the affected Cloud Services.

c) The Parties have agreed that in case of unilateral refusal from the Order form during Subscription term by the Partner (except for the termination in accordance with Article 11.5 – 11.7), the Partner agrees to pay to SAP a particular amount due to expenses of SAP related to preparation for rendering the Cloud Services and maintenance of access to the Cloud Services ("**Compensation**"). The Parties have agreed that such Compensation shall be equal to the remaining portion of the subscription fee for the unused Cloud Service for applicable Subscription term or each Renewal term. Amount of Compensation may be set-off by SAP unilaterally against any Partner's advance payment of the subscription fee for the Cloud Service.

Article 12 Term and Termination of this Sell Cloud Model

1. Term. This Sell Cloud Model comes into effect as of the Effective Date defined in the Sell 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 Sell 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 Sell 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 Sell 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. 1a) and no. 2a) of Part 1 of the PartnerEdge GTCs apply.

Article 13 Model-specific Effect of Termination

1. General Consequence.

If this Sell Cloud Model is terminated, rescinded or ends in any other way, Partner's right to:

a) resell subscriptions for Cloud Services; and

b) resell Services for Cloud Services;

to End Users located in the Territory under this Sell Cloud Model as set out in Article 2 (Engagement Model) immediately ends.

2. SAP reserves the right not to enter into an Order Form if SAP has reasonable grounds to believe that the End User cannot go live with the Cloud Services, Services or both during the term of this Sell Cloud Model.

3. Termination for convenience. If this Sell Cloud Model is terminated for convenience, those Cloud Service subscriptions that were valid at termination immediately end. Such termination will not relieve Partner from the obligation to pay fees that remain unpaid.

4. Termination for good cause. If this Sell Cloud Model is terminated by SAP in accordance with Article 10 (Termination for good cause) of Part 1 of the PartnerEdge GTCs:

   a) such termination will not relieve Partner from the obligation to pay fees that remain unpaid, including, without limitation, any fees for the rest of the Initial Term or any Renewal Term for any Cloud Service;

   b) those Order Forms with End Users that were still valid at the point in time this Sell Cloud Model is terminated by SAP will automatically terminate together with the termination of the Sell Cloud Model, unless SAP's notified Partner in writing of a Wind Down Period of up to 90 (ninety) days after termination which is at SAP's sole discretion (the "**Wind Down Period**"). Any Order Forms set to renew during the Wind Down Period shall not automatically renew. The terms of this Sell Cloud Model and the Agreement will continue to apply during the Wind Down Period. Partner will continue to pay the Fees set out in the applicable Order Forms during the Wind Down Period; and

   c) SAP may (at End User's discretion) either directly provide the affected Cloud Service to the End User pursuant to SAP's then-current General Terms and Conditions for Cloud Services for mutually agreed subscription fees or refer the End User to the SAP Partner Finder tool available on https://www.sap.com/partners/find.html to help the End User identify other partners for provision of affected Cloud Service.

5. For clarification: Should termination occur due to non-compliance with Program Requirements, application of the Wind Down Period will be at SAP's sole discretion.

Article 14 Extension Option

1. If an End User requires from Partner access to a Cloud Service to export and retrieve its data after the termination or expiration of a Cloud Service subscription, Partner will have the right to extend the term of the affected Cloud Service subscription for no more than one month by notifying SAP and specifying the extension term, at least one month prior to termination or expiration of a Cloud Service subscription ("**Extension Option**"). For the Extension Option, Partner will pay to SAP a daily proration of the fee in effect for the affected Cloud Service at the point in time the termination or expiration occurs, in case the Cloud Service is used other than for the export and retrieval of data. During the Extension Option, the relevant Cloud Services may only be used to export and retrieve data.

For the avoidance of doubt, in those cases where an Extension Option is not available, data may be extracted and retrieved in accordance with the Cloud Terms.

Article 15 Defects as to Quality, Defects in Title, Other Faults

1. SAP warrants to Partner, for the term of the Order Form, that the Cloud Service meets the specifications defined in the Documentation and the contractually permitted use does not infringe any third-party right. SAP will remedy any defects as to quality and defects in title in the Cloud Service in accordance with Article 15 no.4. If SAP has failed to remedy the defect at the end of an additional time period of a reasonable length set in writing by Partner, and the suitability of the Service is consequently reduced to a more than just insignificant degree, Partner has the right of termination, which must be communicated in writing. If the suitability of the Cloud Service for use in accordance with the contract is reduced to a more than just insignificant degree, Partner is entitled to reduce the remuneration by an appropriate amount. Article 16 (Liability) applies for damage compensation due to defects.

2. For Services provided as works, SAP warrants to Partner that the Service corresponds to the agreed service description by remedying defects in accordance with Article 15 no.4 If defects have not been remedied at the end of an additional time period of a reasonable length set by Partner in writing, Partner is entitled to reduce the payable remuneration in the Order Form for the Service concerned by an appropriate amount or to withdraw from the Order Form with respect to the Service. Article 16 (Liability) applies for damage compensation due to defects.

3. If SAP fails to properly provide Services which are not subject to acceptance, or if – with regard to Services or the Cloud Service – SAP is otherwise in breach in an area other than liability for defects as to quality and defects in title, Partner must give notice of this failure or breach to SAP in writing and set an additional time period of a reasonable length, during which SAP has the opportunity to properly perform its duty or otherwise remedy the situation. Article 16 (Liability) applies with regard to compensation for damages.

4. SAP shall remedy material defects in the Cloud Service and in Services that are subject to acceptance by providing either a new Cloud Service or Service that is free of defects or, at its election, by eliminating the defects. One of the ways SAP may eliminate a defect is to indicate to Partner a reasonable way to avoid the effect of the defect. In the event of defects in title, SAP shall elect to (i) procure for Partner the right to use the Cloud Service or Service in accordance with the contract, or (ii) replace the Cloud Service or Service or change it such that the accusation of breach no longer stands, whereby the contractual use is not unreasonably impacted, or (iii) terminate the Order Form to this extent and reimburse the Partner's remuneration paid in advance for the term remaining after the date of termination, and to pay damages subject to the limitations of Article 16.

5. Partner must give notice of every breach to SAP in writing without delay and with a detailed description of the reason.

6. Warranty rights resulting from defects as to quality and defects in title in Services subject to acceptance expire one year after acceptance. Warranties for the Cloud Service apply accordingly to Support.

Article 16 Liability

1. SAP is liable in contract, tort, or otherwise for loss or wasted expenditure subject always as follows:

a) In cases of intent, SAP's liability extends to the full loss; in cases of gross negligence, liability is limited to the amount of foreseeable loss that would have been prevented through the exercise of due care; in cases of absence of a guaranteed quality, liability is limited to the amount of foreseeable loss that would have been prevented by the presence of the guaranteed quality.

b) In other cases, SAP is not liable except for breach of a major obligation and only up to the limits in the following subsection. A breach of a major obligation in the meaning of this Article 16 no.1b) is assumed where the duty itself is a necessary prerequisite for the contractual performance, or where the breach of the relevant duty jeopardizes the purpose of the contract and where Customer could legitimately rely upon its fulfillment.

2. Liability in cases under Article 16 no.1b) is limited to EUR 100,000 per incident (in AZN at the Central Bank of Azerbaijan exchange rate on the date of incident), and to a total per contract year of the fee that was paid in the contract year for the particular Cloud Service or Service for the particular End User (but at least EUR 300,000 (in AZN at the Central Bank of Azerbaijan exchange rate on the date of incident).

3. Contributory fault may be claimed. The limits of liability in Article 16 no.1 do not apply to personal injury liability.

Article 17 Data Protection

When providing the Cloud Service on behalf of Partner, SAP acts as a data processor. The Attachment A (Data Privacy Agreement) to the Partner Edge Sell Cloud Schedule includes a data processing agreement between Partner and SAP for the processing of personal data for the agreed Cloud Services.

Article 18 Audit

1. As part of an audit as described in the GTCs and for compliance purposes only, such as where SAP must confirm the disposition of the financial benefit provided by a discount, SAP may audit any documentation that identifies the dates of sale and delivery of SAP Products, such as offers, invoices, payments, delivery orders, contracts and purchase orders by and between Partner and End User or Partner and an Intermediary. In connection with such audit, Partner shall provide, on request to SAP's Office of Ethics and Compliance, information and supporting documentation about margins anticipated on open opportunities or earned on closed opportunities.

2. In any case where Partner is unable to provide the requested documentation outlined in Section 1 above or where SAP determines that any transactions result in heightened compliance risk, SAP is entitled to seek other ways of assurance, such as a review of audited financial statements, trial balance reporting, payments to third parties and expense accounts.

3. SAP requires that Partner includes terms in its agreements with End User whereby End User's consent is not required, and End Users waive confidentiality and any other disclosure restrictions in order to permit SAP to conduct its audit as set forth in the GTC and this Article 18. If End Users require Partner to include terms in its agreement that prohibit SAP from obtaining information to validate Partner's compliance with this Agreement, Partner is required to notify SAP's Office of Ethics and Compliance prior to the execution of the transaction and SAP reserves the right to remove/reverse the transaction, and any Special Discounts previously granted shall be revoked.

Article 19 Additional Compliance Obligations (Special Discounts, Public Sector Entities and Partner Suspension)

1. If Partner requests discounts or pricing deviating from SAP standard partner discount and pricing ("**Special Discount(s)**"), Partner must provide accurate and truthful information relating to such request, as well as any available documents evidencing the need for the Special Discount request. SAP's decision to offer any Special Discount will be assessed on an individual basis, and will be based upon the truth, accuracy, and completeness of the documentation provided. SAP may decide at any point, in its sole discretion, to reject the request for a Special Discount. Both before and after any Special Discount is granted, Partner must inform SAP immediately if any information relating to or underlying the Special Discount request changes. By accepting a Special Discount, Partner must extend the Special Discount to the End User in accordance with the Special Discount request as approved by SAP. For the avoidance of any doubt, a Special Discount request can only be considered if Partner has exhausted the available standard discounts provided to Partner by SAP.

2. SAP may audit any Special Discount transactions in accordance with the terms of the GTCs. Upon SAP's request, Partner will promptly provide SAP or the expert with all relevant documentation to enable SAP to verify that all information provided in support of a Special Discount request was truthful and accurate, and that the Special Discount was extended to the End User in accordance with the Special Discount request as approved by SAP. Such information may include but shall not be limited to offers, invoices, payments, delivery orders, contracts and purchase orders by and between Partner and End User, or Partner and an Intermediary ("the "Special Discount Documentation"). Subject to applicable laws, including but not limited to relevant competition laws, Partner hereby waives any objection to i) SAP sharing Special Discount Documentation directly with the End User, notwithstanding the terms of any agreement that would prohibit SAP from doing so, and otherwise communicating (both orally and in writing) with the End User, as SAP deems necessary and appropriate to complete its desired audit relevant to Special Discounts and ii) the End User sharing information on the Special Discount directly with SAP. SAP may invalidate a Special Discount if in respect of such Special Discount, Partner fails to comply with the requirements of this Article 19 no. 2.

3. In its contracts with Intermediaries, Partner must require any Intermediary to adhere to the same obligations relevant to Special Discounts as outlined in Article 19 no. 1 and 2. SAP must be named a third-party beneficiary to such terms in a contract between Partner and any Intermediaries with the right to enforce such terms itself and independently from Partner against an Intermediary.

4. Without in any way limiting Partner's compliance obligations stated elsewhere in this Agreement, Partner is obliged not to engage any third party, including any additional reseller or other intermediary, in the execution of Partner's resell activities under this Sell Cloud Model where the End User is a Public Sector Entity, specifically for securing business on SAP's behalf, without prior written approval from SAP's Office of Ethics and Compliance. Resell activities may include, without limitation, pre-sales, co-selling, contracting with End Users in respect of SAP Cloud Services, invoicing, and collections. If SAP's Office of Ethics and Compliance grants approval, Partner must still comply with all applicable compliance obligations and must ensure that the approved third party complies with Articles 9 and 15 of Part 1 of the PartnerEdge General Terms and Conditions and Articles 3, 18 and 19 of this Sell Cloud Model.

5. Suspension. If Partner fails to comply with Part 1 – Article 15 (Compliance Obligations) of the PartnerEdge GTCs or any other compliance obligations set out in the Agreement, including, without limitation, the SAP Partner Code of Conduct, SAP at its sole discretion, and without in any way limiting SAP's other rights under this Agreement, may require Partner to liaise with SAP to remedy the non-compliance while imposing restrictions on Partner's authorizations, and access to program benefits and offerings under the Agreement.

Article 20 Survival

Article 11 no. 7 (Consequence of Termination), Article 13 no. 4 (Termination for good cause), Article 14 (Extension Option), Article 18 (Audit) and Article 19 (Additional Compliance Obligations (Special Discounts, Public Sector Entities, Partner Suspension) will survive termination of this Sell Cloud Model.

SAP PartnerEdge
Sell Cloud Specific Terms and Conditions
Exhibit 1

GENERAL TERMS AND CONDITIONS
FOR CLOUD SERVICES („CLOUD GTC“)

(Available for download at: Cloud Services Documents | SAP Trust Center)

Please include your local direct Cloud GTCs