SAP PartnerEdge

Sell Cloud Specific Terms and Conditions

("Sell Cloud Model")

Article 1 Definitions and Interpretation

1. Definitions

"**Cloud EULA**" means the "General Terms and Conditions for SAP Cloud Services (for indirect sales)" which is made available on htttp://www.sap.com/company/legal.

"**Cloud EULA Acceptance Form**" means the "SAP Cloud Service Schedule (for indirect sales)" which will be provided by SAP on a deal by deal basis.

"Cloud Service" 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" for 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 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 "Sell 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 Sell Authorization for at least one "On Demand" or "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.

"**Order Form Effective Date**" means the date on which the Order Form becomes effective as stated in the Order Form.

"**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.

"**Sell 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 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, onboarding, adoption, optimization, training, enablement, product guidance, case management, 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, if permitted, 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.

"**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 published on http://www.sap.com/agreements.

"**Supplemental Terms**" means the product specific supplemental terms and conditions which include additional or different terms and conditions to those in the Cloud EULA for licensing 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.

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

4. Any reference in this Sell 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. 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 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

a) 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.

b) 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:

   i. Partner shall facilitate the introduction and sharing of relevant End User business contact information with SAP as necessary for this purpose;

   ii. 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;

iii. SAP will not deliver any SAP Premium Services to End User until SAP has received End User's duly signed Services Order Form.

c) 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

2. For ordering Cloud Services and, if applicable, Services from SAP, Partner must submit to SAP an Order Form and the related Cloud EULA Acceptance Form based on SAP's standard documents containing all the information required in the Order Form and the Cloud EULA Acceptance Form and must comply with any then-current order process for the specific Cloud Service, Service or both. Where applicable, Partner agrees to use the electronic means provided by SAP for placing orders.

3. 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.

4. Orders by Partner are binding, non-cancellable, non-revocable and non-transferable once submitted to SAP. All orders by Partner are subject to SAP's acceptance which SAP will give via the order process, through the Delivery of the relevant Cloud Services or by sending an invoice concerning Partner's order for Cloud Services and/or Services, whichever occurs first.

5. SAP reserves the right to reject an order for Cloud Services, Services or both, at its sole discretion, especially, without limitation, 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.

6. 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.

7. 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 and must therefore only be provided to members of the OEC as identified by SAP. SAP's Office of Ethics & Compliance may further share Partner Confidential Information strictly on a need-to-know basis, as determined by the 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 Usage Metric

1. Increasing Usage Metric

Partner may purchase an increase to a Usage Metric at any time during the Initial Term or a Renewal Term of any Cloud Service by executing an 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 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 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 to 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 Usage Metric

During the Initial Term or any Renewal Term of a Cloud Service, Partner is not entitled to reduce the 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. For clarification purposes, this means that Partner is not entitled to reduce the fees during the Initial Term or any Renewal Term of a Cloud Service even if, inter alia:

a) the End User uses less than the 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 Article 11 no. 5 (Termination in case of End User Insolvency);

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 Usage Metric

SAP will inform Partner about any actual use by End User in excess of the Usage Metric stated in the Order Form. In the event SAP becomes aware that (i) Partner underpaid any fees to SAP and/or (ii) End User has used a Cloud Service in excess of the Usage Metric stated in the Order Form, SAP may immediately invoice and Partner must pay such underpaid fees and/or the fees for such excess of the Usage Metric based on the applicable fees set forth in the Order Form, and Partner must execute an addendum to the original Order Form or an additional Order Form to document the required purchase of any additional Usage Metric, which will become an integral part of the original Order Form. Such fees shall accrue from the date the excess use began. The term of the additional 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 additional 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

1. After acceptance of an order, SAP will grant access to the most current version of the relevant Cloud Services set forth in the applicable Order Form submitted by Partner for an End User to such degree as SAP makes such Cloud Services generally available in the Territory to the relevant End User on behalf of Partner ("**Delivery of Cloud Services**"). After acceptance of an order, SAP will provide Services as described in the applicable Documentation, Price List, Order Form or statement of work 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, Documentation and the Price List is solely decisive. With regard to the features, quality and functionality of the Services the description in the Documentation, Price List, Order Form or statement of work entered into by Partner and SAP is solely decisive.

3. Partner agrees that its 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) In consideration of the Delivery of Cloud Services, Partner will pay to SAP the fee for the Cloud Services ordered for any End User as set out in the corresponding Order Form. The fees will be invoiced annually in advance after the Order Form Effective Date, except as otherwise set forth in an applicable Order Form.

c) In consideration of the Delivery of Services, Partner will pay to SAP the fee for the Services ordered 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.

d) If Partner fails to pay any fee or other amount payable by it on its due date, SAP may at its sole discretion, suspend End User's ability to access the Cloud Services, stop providing Services or both.

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 Cloud Services fees prior to the beginning of each Renewal Term upon three months' prior notice to Partner ("**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.

c) The first Fee Increase must not exceed the percentage by which the Index as defined in Part 2 – Article 9 (Index) of the PartnerEdge GTCs 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. If the Index ceases to be existent, SAP may choose to replace the Index by applying a reasonably equivalent price index 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.

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

Partner must notify SAP in writing within seven days of receipt of any service level claim made by an End User. If SAP is required to pay service level credits due to SAP not meeting its system availability as further set out in the Cloud EULA Acceptance Form or the Cloud EULA with the affected End User, 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.

5. Switching Right

a) This Section applies to Cloud Services where all of the following conditions are met:

iv. End User's address as set forth in the applicable Order Form is located in the European Union;

v. Partner subscribed for the benefit of End User to such Cloud Services under an Order Form executed on or after September 1st, 2025; and

vi. SAP identifies such Cloud Services as "Public Cloud" Cloud Services on https://www.sap.com/eu-data-act

Under these conditions, Partner may exercise for the benefit of End User the switching right granted by EU Regulation 2023/2854 (the "**Data Act**"), in accordance with this Article 6 (Fee for Cloud Services and other Services) no. 5 b) to d) (the "**Switching Right**").

b) Switching Procedure. To initiate a switch under the Data Act, Partner and SAP will follow the procedure outlined below:

i. Partner shall give SAP 2 months' advance written notice of the Cloud Service(s) in specific Order Forms that End User wishes to initiate a switch to an alternative data processing service provider covering the same service type, an on-premise ICT infrastructure or erase its exportable data and digital assets ("Switched Service(s)");

ii. The switching period will begin on the date following the end of the notice period and will end 30 days thereafter ("Switching End Date"). Upon 1 month's written notice to SAP, Partner may postpone the Switching End Date in accordance with the Data Act.

iii. SAP will terminate the Switched Service(s) on the Switching End Date and provide notice of the same;

iv. Partner shall pay SAP 60% of the fees due for the Switched Service(s) under the respective Order Forms for the period from the Switching End Date to the end of the Subscription Term; and

v. Where Partner for the benefit of End User does not exercise the Switching Right for all the Cloud Services under an Order Form, the parties will enter into a revised Order Form to adjust the pricing for any Cloud Services that continue ("Continuing Services"), in accordance with Article 6 (Fee for Cloud Services and other Services) no. 5 c) below.

c) Fee Adjustment for Continuing Services

i. The then current fees for the Continuing Services will be increased by the Increase Percent. "Increase Percent" will be calculated as follows:

ii. Increase Percent = 40% x (Total Fee for the Switched Services / Total Net Fee as defined in the applicable Order Form). Any fee adjustment shall apply from the Switching End Date and shall not exceed SAP's then current list price for the Continuing Services.

d) Exclusions. Notwithstanding anything to the contrary, Partner shall not allow End User to exercise this Switching Right:

i. For Cloud Services initially subscribed to prior to September 1st, 2025, where an Order Form executed after that date functions to restate or

modify the Usage Metric / Volume of the Cloud Service;

ii. to partially terminate a Cloud Service;

iii. if the Data Act is repealed, in which case the Switching Right will no longer apply;

iv. during any period in which the Data Act is suspended or its application delayed, in which case the Switching Right shall be unavailable for the duration of such delay or suspension; or

v. in the event the Data Act is amended in a manner that removes or materially limits End User's right to switch, in which case the Switching Right shall cease to apply under this Agreement.

e) Partner will pass on to the End User the terms of this Article 6 (Fee for Cloud Services and other Services) no. 5.

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 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

1. Use rights for the Cloud Services that Partner orders from SAP for a specific End User will be granted directly by SAP as owner or licensee of the Intellectual Property Rights to the End User via the Cloud EULA Acceptance Form, the Cloud EULA and the Supplemental Terms. Any service level agreement offered by SAP for the Cloud Services is part of the Cloud EULA Acceptance Form or the Cloud EULA.

2. Partner must inform every End User of and include express provisions in its agreement with every End User stating that:

a) the use of the Cloud Services is subject to the terms and conditions of the Cloud EULA Acceptance Form, the Cloud EULA, the Documentation and the Supplemental Terms;

b) SAP will not provide any access to the Cloud Services and/or any Services until SAP received End User's duly signed Cloud EULA Acceptance Form; and

c) SAP has the right not to grant a license as long as any of the adverse conditions as set out in this Article 8 (License) no. 5 to 7 is present.

3. Partner must ensure that:

a) each End User accepts the then-current license terms by signing the then-current Cloud EULA Acceptance Form; and

b) the person signing the Cloud EULA Acceptance Form is duly authorized to represent and has the full legal capacity to legally bind the End User.

4. When Partner submits an order for Cloud Services, Partner must also submit a copy of the Cloud EULA Acceptance Form signed by the End User for whom the Cloud Service is ordered. SAP will provide the means to attach, upload or otherwise submit a signed copy of the Cloud EULA Acceptance Form together with the order in the order process. If required in the country of the relevant End User, SAP will provide an address to which an originally signed copy of the Cloud EULA Acceptance Form by the End User must be sent.

5. Partner is prohibited from making any changes to the Cloud EULA Acceptance Form, the Cloud EULA and the Supplemental Terms but may have to insert certain additionally required information into the Cloud EULA Acceptance Form. Partner must further ensure that End User does not change the Cloud EULA Acceptance Form, the Cloud EULA and the Supplemental Terms.

6. If the relevant End User has not duly signed the Cloud EULA Acceptance Form or if the content of the Cloud EULA Acceptance Form, the Cloud EULA or the Supplemental Terms was unduly changed or is incomplete, SAP will not accept the corresponding order for Cloud Services, Services or both for such End User and will, thus, not provide any access to the Cloud Services and/or provide any Services. Partner will indemnify SAP against any and all losses, actions, claims, expenses, demands and liabilities which may be incurred by or made against SAP if the Cloud EULA Acceptance Form, the Cloud EULA and/or the Supplemental Terms were unduly changed or are incomplete.

7. SAP's obligation to grant license rights to an End User is suspended where and for as long as certain adverse conditions are present as provided for in Article 6 (SAP's obligation to deliver) of Part 1 of the PartnerEdge GTCs.

Article 9 Modification to Cloud Services

SAP may change the Cloud Services at any time. If such changes to the Cloud Services materially diminish the functionality of the Cloud Service, Article 12 (Changes to Terms) of Part 1 of the PartnerEdge GTCs applies analogously, with the consequence that Partner may terminate the subscription for the affected Cloud Service for any or all affected End Users but not the affected part of the Agreement. The notification by SAP of such change can be undertaken in writing, via email, electronic notification service or any other documented form.

Article 10 Maintenance Services

1. A description of the technical support SAP will provide for the Cloud Services is set forth in the Cloud EULA Acceptance Form or the Cloud EULA and the Supplemental Terms ("**Maintenance Services**"). Maintenance Services form an integral part of the Cloud 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 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 Services and other Services).

2. To the extent the applicable support description is published on an SAP website, as identified in the Cloud EULA Acceptance Form or the Cloud EULA, SAP may update such support description in its sole discretion. If SAP's changes to the Cloud Services' technical support materially degrade the level of technical support services, Article 12 (Changes to Terms) of Part 1 of the PartnerEdge GTCs applies analogously, with the consequence that Partner may terminate the subscription for the affected Cloud Service for any or all affected End Users but not the affected part of the Agreement. The notification by SAP of such update can be undertaken in writing, via email, electronic notification service or any other documented form.

Article 11 Term and Termination of Cloud Service and other Services

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**"), except as set forth in this Article 11 no. 4

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 Usage Metric for a Cloud Service) for convenience with ninety days' prior written notice (email acceptable) to the end of the Initial Term or any Renewal Term of the relevant Cloud Service.

5. Termination in case of End User Insolvency. Partner may terminate any or all Order Forms (and thereby all Cloud Service subscriptions and Services set forth therein) relating to an End User with thirty days' prior written notice (email acceptable) if the relevant End User fails to meet its payment obligations toward the Partner due to Insolvency Proceedings taken by or against the End User. Such right to terminate will be contingent upon Partner having provided evidence for Insolvency Proceedings taken by or against the relevant End User and SAP having confirmed, in SAP's reasonable discretion, that the evidence provided by the Partner is satisfactory. SAP will provide the confirmation or a request for further evidence without undue delay.

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 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 thirty days of the due date.

b) Breach of material provisions. A Party does not comply with the following material provisions: 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) of the PartnerEdge GTCs.

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. 6a) (Non-Payment) or 6b) (Breach of material provisions), unless the breaching Party has cured such breach within thirty days of the other Party giving notice.

d) Termination of the Cloud EULA. The Cloud EULA is terminated by End User, SAP or both.

7. Consequence of Termination.

a) Termination by SAP in accordance with this 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 this 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.

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.

3. Termination for non-compliance with Program Requirements. SAP may terminate this Sell Cloud Model with three months' prior written notice if Partner:

a) does 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 SAP may terminate this Sell Cloud Model immediately as set forth in the PartnerEdge GTCs under Article 10 (Termination for good cause) no. 1a) and no. 2a) of Part 1).

Article 13 Model-Specific Effect of Termination

1. 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 is entitled to refuse acceptance of orders if SAP reasonably believes 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 the PartnerEdge GTCs, Article 10 (Termination for good cause):

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

5. 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 after the termination or expiration of a Cloud Service subscription, an affected End User requires access to a Cloud Service to export and retrieve its data, Partner will have the right to extend the term of the affected Cloud Service subscription for no more than one month. 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, Partner must ensure that End User only uses the relevant Cloud Services to export and retrieve its data.

2. For the avoidance of doubt, in those cases where an Extension Option is not available for Partner, End User may extract and retrieve its data in accordance with the Cloud EULA.

Article 15 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 15. 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 16 Additional Compliance Obligations (Special Discounts, Government 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 Article 9 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 16 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 this Article 16 nos. 1 and 2 above. 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 agrees 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 Government 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, 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 the PartnerEdge General Terms and Conditions and Articles 3, 15 and 16 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 17 Survival

Article 11 no. 7 (Consequence of Termination), Article 13 no. 4 (Termination for good cause), Article 14 (Extension Option), Article 15 (Audit) and Article 16 (Additional Compliance Obligations (Special Discounts, Government Entities and Partner Suspension)) will survive termination of this Sell Cloud Model.