OEM Order Form
For SAP Cloud Services

between	**Business Objects Software Limited T/A SAP Solutions** **Registered number 367746** **1012 - 1014 Kingswood Avenue** **City West Business Campus** **Dublin 24, Ireland** **("SAP")**
and	**||VAR:CPNAME01||, a _____ corporation** **||VAR:CPADDRESS01||** **||VAR:CPCITY01||, ||VAR:CPREGION||, ||VAR:CPPOSTCODE01||, ||VAR:CPCOUNTRYN01||** **("Partner")**
Customer ID:	**||VAR:CRFID||**
Case ID:	**||VAR:CaseID||**

1. ORDER FORM AND TABLE OF AGREEMENT

1.1 Order Form. If this Order Form is signed and returned to SAP by Partner and mutually executed on or prior to the offer expiration date, it becomes a binding agreement for the SAP Cloud Service(s) listed in this Order Form and is effective on the date of the last signature below.

1.2 Offer Expiration Date: ||VAR:OPTIONAL1||

1.3 Table of Agreement. This Order Form is governed by and incorporates the following documents in effect as of the effective date, including all exhibits, appendices, schedules, annexes, amendments, addenda and any other documents attached to, or incorporated by reference into this Order Form and/or the following documents. All documents are listed in order of precedence, and collectively referred to as the **"Agreement"**:

Agreement	Location
Order Form	
Schedule A of this Order Form: **Cloud Service Supplemental Terms and Conditions ("Supplement")**	http://www.sap.com/agreements-cloud-supplement
Schedule B of this Order Form: **SAP PartnerEdge Cloud Support Schedule ("OEM Support Schedule")**	http://go.sap.com/about/agreements.partner-other-partnerships.html
Schedule C of this Order Form: **Service Level Agreement for SAP Cloud Services ("SLA")**	http://www.sap.com/agreements-cloud-service-level-agreement
Schedule D of this Order Form: **Data Processing Agreement for SAP Cloud Services ("DPA"), as amended by the Partner Supplement listed in Schedule D-1** Schedules D and D-1 will serve as a commissioned written data processing agreement.	http://www.sap.com/agreements-cloud-data-processing
Schedule D-1 of this Order Form: **Partner Supplement to Data Processing Agreement**	https://sap.com/agreements-partneredge-leveled-partner-dpaps
Schedule E of this Order Form: **OEM General Terms and Conditions for SAP Cloud Services ("GTC") for Ireland**	http://go.sap.com/about/agreements.partner-other-partnerships.html

1.4 Partner has had the opportunity to review the Agreement and the incorporated documents prior to executing this Order Form. SAP recommends that Partner prints copies of these documents for Partner's records. Upon written request by Partner, SAP will send copies of these documents to Partner.

1.5 Definitions.

1.5.1 All defined terms in the GTC used in this Order Form have the meaning stated in the GTC.

1.5.2 All references in the Supplements to "Service" mean "Cloud Service", and to "Named Users" mean "Authorized Users."

1.5.3 "Excess Use" means any use of the Cloud Service that exceeds the Usage Metrics and their volume stated in the table below. For CPEA Cloud Services, Excess Use means any use of Eligible Cloud Services after the Cloud Credits amount has been fully consumed.

1.5.4 "CPI" means (1) where Partner is located outside of the United States, the most recent consumer price index published by the Central Statistics Office of Ireland, or (2) where Partner is located in the United States, the United States Consumer Price Index.

2. TERM. The Initial Term of the Agreement is set forth in Exhibit C-1 attached hereto.

3. CLOUD SERVICE

3.1. Subscription Term. The initial Subscription Term for a Cloud Service is set forth in the Service Schedule. Unless the Supplement states otherwise, the initial Subscription Term and any renewals and extensions will automatically renew for terms equal in length to the immediately preceding term but in no event, longer than one year. Auto-renewal will not occur if Partner notifies SAP of its intention not to renew subscriptions under a specific Service Schedule at least one month in advance of the expiration of the current term, or SAP notifies Partner of its intention not to renew at least six months prior to the expiration of the current term.

3.2 Payment and Invoices.

3.2.1 SAP may provide invoices to an email address provided by Partner. Fees for non-recurring services will be invoiced by SAP on a one-time basis and paid by Customer upon commencement of the Subscription Term.

3.2.2 Cloud Service(s) fees for renewal terms will be equal to the fees for the immediately preceding term for the same Cloud Service, Usage Metrics and volume, subject to Section 3.2.6 below.

3.2.3 Partner shall reimburse SAP for all pre-approved (by Partner) and appropriately documented travel and related expenses incurred by SAP in performing any support for the Cloud Service.

3.2.4 Unless the Supplement states otherwise, fees for the Subscription Cloud Service(s) and CPEA Cloud Services will be invoiced by SAP and paid by Partner annually in advance. Fees for Excess Use are described below.

3.2.5 Partner shall pay to SAP all fees due within 30 days from the date of invoice. Unpaid fees will accrue interest at the maximum legal rate. Partner purchase orders are for administrative convenience and not a condition of payment. Payment is not dependent upon completion of any implementation or other services, whether provided by Partner, SAP or their respective partners.

3.2.6 The Cloud Services shall be subject to an annual fee increase of 3.3% effective on each anniversary of the initial Subscription Term start date. This increase shall apply in addition to the subscription fee stated in this Order Form or the increased subscription fee, as applicable. Not raising fees is not a waiver of SAP's right to do so.

3.2.7 SAP will invoice Partner in **||OEM:QUOTE_CURRENCY||** for all fees due under the Agreement.

SAP and Partner agree to the terms of this Order Form and the Agreement and represent that the person signing this Order Form on its behalf is duly authorized to do so.

Accepted By:

SAP SOLUTIONS

(LICENSOR)

NOT FOR SIGNATURE

Name: _____

Title: _____

Date: _____

Accepted By:

||VAR:CPNAME01||

(PARTNER)

NOT FOR SIGNATURE

Name: _____

Title: _____

Date: _____

EXHIBIT A
CLOUD SERVICES

1. CLOUD SERVICE

"Cloud Service" means the Cloud Service specified in Exhibit C-2.

2. PLATFORM CLOUD SERVICES ADDITIONAL TERMS.

a. For purposes of the Agreement and with respect to use of the Platform Cloud Service by Partner, references to "Customer" in the Supplement for the applicable Platform Cloud Services shall be deemed to mean "Partner".

b. Use of the Platform Cloud Services.

i. Data Manipulation by Customers or Partner may be performed on or with the Platform Cloud Services via SQL Access. However, business intelligence or other analytics functionalities, including, without limitation, data loading, modeling, reporting and distribution, creation and extension of tables, must be performed via the Partner Platform Application. SQL Access is limited to runtime use only with the Platform Services.

ii. The Platform Cloud Services include a runtime license of the HANA Studio which may only be used to administer, monitor, manipulate data, and create custom views within the Platform Cloud Service instance.

1. Partner Service that will be used in conjunction with the Cloud Service:

   ||VAR:OPTIONAL3||

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SAP Opp. ||VAR:OPPID||/ CRF ||VAR:CRFID|| / Case ||VAR:CASEID||

EXHIBIT C-1
COMMERCIAL TERMS – Initial Term, OEM Program Fee and OEM Support

A. **Term:** The Initial Term of the Agreement shall be **||VAR:OPTIONAL6||.**

B. **OEM Program Fee:** Upon the Effective Date and annually thereafter, Partner shall pay to SAP the then current annual OEM Program fee ("Annual OEM Program Fee") set forth in the SAP® PartnerEdge® Program Overview for OEM Partners ("OEM Program Overview"). Partner is required to pay the OEM Program Fee only once annually under all OEM models, even if Partner has signed other Order Forms under separate OEM models (such as the OEM Partner Agreement for OEM License). The Annual OEM Program Fee as of the Effective Date of this Order Form is set forth below. SAP may change the Annual OEM Program Fee once each calendar year in the OEM Program Overview with three (3) months' notice to Partner. Payment of the OEM Program Fee entitles Partner to enjoy the program benefits outlined in the OEM Program Overview.

Annual OEM Program Fee:

C. **OEM Support:** Support for Cloud Service ("SAP Support) is included in the subscription fees for the Cloud Services. SAP Support is offered by SAP as set forth in the OEM Support Schedule.

| EXHIBIT C-2 |
| COMMERCIAL TERMS – Cloud Services |

1. Subscription Fee

1.1 In addition to any fee increase as set forth in this Order Form, Partner agrees to pay SAP the following subscription fees for orders of the following Cloud Services included in Service Schedules during the term of the Agreement and the Wind-down Period.

Subscription term: ||VAR:OPTIONAL4||

Material Code	SAP Cloud Service	Usage Metric	Usage Metric Limitations*	Minimum Blocks	Subscription Fee

* Fees stated above doe not include applicable taxes.

** Usage Metric limitations stated above represent the maximum annual quantity of Usage Metrics over a 12-month period, except where the period between the subscription start date and end date stated in the Service Schedule is less than one year. In that case the stated Usage Metric limitation is the actual prorated amount.

1.2 Fees for Excess Use accrue from the date the Excess Use began. Partner shall execute an additional Service Schedule to document subscriptions for additional Usage Metrics and their volume. Partner shall pay for Excess Use based on SAP's prices on the date the Excess Use began.

1.3 In the event SAP becomes aware that Partner's use of a Cloud Service has exceeded a User Metric stated in the Service Schedule or Order Form, as amended, Partner will be granted a period of 30 days to rectify its usage levels to avoid excess usage fees going forward. For the avoidance of doubt, even if Partner exercises its right to rectify its usage levels, Partner will remain liable for any excess usage fees that are due prior to the rectification of usage levels.

3. Authorized Administrators

Partner contacts for order confirmation and system notices are:

Order Confirmation recipient name: ||CLD:SOLD_TO_CONT_NAME||

Order Confirmation recipient e-mail: ||CLD:SOLD_TO_CONT_EMAIL||

System Provisioning Notification recipient name: ||CLD:IT_CONT_NAME||

System Provisioning Notification recipient e-mail: ||CLD:IT_CONT_EMAIL||

4. PARTNER LOCATION

Partner has provided the following primary access location:

||CLD:SHIP_TO_NAME||

||CLD:SHIP_TO_ADDR||

This is the primary (but not the only) location from which Partner will access the Cloud Service. Partner's failure to provide SAP with its VAT and/or GST number may have sales tax implications. If Partner does not provide a primary access location, SAP will incorporate a default primary access location to Partner's sold-to address.

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