SAMPLE AGREEMENT – NOT FOR SIGNATURE

OEM PARTNER AGREEMENT
Order Form No. 1 ("Order Form")
For OEM License

Between

SAP Ireland Limited
(Registered number 367746)
Waterside 3
Citywest Business Campus
Dublin 24
D24 WA02
Ireland
(hereinafter "SAP")

And

Sample Co., a _____ corporation
First Street 123
00000 Anywhere
(hereinafter "Partner")

1. ORDER FORM AND TABLE OF AGREEMENT

If this Order Form is signed and returned to SAP by Partner and mutually executed on or prior to the validity of offer date, it becomes a binding agreement for the Software listed in this Order Form and is effective on the date of the last signature below ("Effective Date").

Offer Expiration Date: XX/XX/XXXX

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 the following documents. All documents are listed in order of precedence, and collectively referred to as the **"Agreement"**:

Agreement	**Location**
Order Form (including all exhibits and schedules attached to this Order Form)	
Schedule A of this Order Form: **SAP PartnerEdge Build Software Use Rights ("Software Use Rights");**	http://go.sap.com/about/agreements.partner-other-partnerships.html
Schedule B of this Order Form: **SAP PartnerEdge Support Schedule for On Premise Software ("SAP Support Schedule")**	http://go.sap.com/about/agreements.partner-other-partnerships.html
Schedule C of this Order Form: **The Personal Data Processing Agreement for SAP Support and Professional Services ("Data Processing Agreement"), as amended by the Partner Supplement listed in Schedule C-1** Schedules C and C-1 will serve as a commissioned written data processing agreement.	http://www.sap.com/agreement-services-support-professional-services-dpa
Schedule C-1 of this Order Form: **Partner Supplement to Data Processing Agreement**	https://sap.com/agreements-partneredge-leveled-partner-dpaps
Schedule D of this Order Form: **OEM Partner Agreement General Terms and Conditions ("GTC")** for Ireland:	http://go.sap.com/about/agreements.partner-other-partnerships.html

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Partner has had the opportunity to review the GTC and the incorporated documents prior to executing this Order Form. SAP recommends that Partner prints copies of these documents for Partner's records. All defined terms in the GTC used in this Order Form have the meaning stated in the GTC.

2. CURRENCY

SAP will invoice Partner in CURRENCY for all fees due under the Agreement.

3. DELIVERY:

Delivery of all Software licensed hereunder will be made by making such Software available for download or other electronic transmission to Partner's location at Partner's address indicated in this Order Form ("Delivery Location").

Partner acknowledges having received the remote access information listed below allowing download of the Software through the SAP Support Portal (https://support.sap.com/swdc):

USER ID: USERNAME

PASSWORD: INIT_PASSWORD

Partner confirms that it has access to SAP Support Portal as required to download the Software licensed under this Agreement.

SAP and Partner have read, understand and agree to the terms of this Order Form and the undersigned represents that he or she is duly authorized to sign this Order Form.

Accepted By:	Accepted By:
SAP Ireland Limited	**Sample Co.**
(SAP)	**(PARTNER)**
NOT FOR SIGNATURE	**NOT FOR SIGNATURE**
Name:	Name:
Title:	Title:
Date:	Date:

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EXHIBIT A – 1
License Terms - Software

1. LICENSE TYPES DEFINITIONS

1.1. **On-Premise Distribution License (Perpetual)**. The On-Premise Distribution License entitles Partner to grant On-Premise Perpetual Licenses to Customers. This means that the Customer shall have such non-exclusive and perpetual license to use the Software included in Bundled Solutions subject to the terms and conditions of the Agreement.

1.2. **ASP License (Non-Perpetual)**. ASP License (Non-Perpetual) means that upon Partner's purchase of the ASP License (Non-Perpetual) from SAP, Partner is granted a non-exclusive, limited right to use the Software included in the Bundled Solution during the term of the license identified in the applicable Exhibit C to provide ASP Services to Customers subject to the terms and conditions of the Agreement to the extent this is compliant with the license metric and level outlined in the relevant Exhibit C.

2. SOFTWARE

TABLE

3. DOCUMENTATION

English and other language version of all documentation, to the extent made generally available to OEM partners, are provided as electronic help files contained within each Software. This documentation is specific to a particular Software release version and describes the functionality of the Software.

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EXHIBIT B-1
PARTNER SOLUTION

1. PARTNER SOLUTION THAT WILL BE BUNDLED WITH SOFTWARE LISTED IN EXHIBIT A-1:

XXXXX

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EXHIBIT C-1

COMMERCIAL TERMS (Agreement Term, OEM Program Fee)

1. TERM:

The term of the Agreement shall be **DURATION year (s).**

2. OEM PROGRAM FEE:

2.1. Partner agrees to pay SAP the then current applicable annual program fee set forth in the SAP PartnerEdge Program Independent Software Vendor OEM Program Guide ("OEM Program Guide") OEM Program Guide, upon the Effective Date of this Agreement ("Annual Program Fee") and annually thereafter. Partner is required to pay the Program Fee only once annually in advance regardless of the number of OEM Order Forms that may be signed. The current Annual Program Fee is set forth below.

Annual OEM Program Fee:

2.2. Subject to the terms and conditions of the Agreement, the Program Fee grants the following rights to the Partner:

- OEM Development Licenses and associated support services for such licenses as described in the Agreement ("Development Licenses"). There is no separate fee charged for the Development License or related support services.
- The benefits as outlined in the Program Guide.

2.3. Partner may use the Development Licenses solely for the purpose of integration, evaluation, testing, demonstration, and other permitted activities outlined in this Agreement. All such products are provided on a not for resale basis and not for internal production use. Any use of the Software shall be in accordance with the terms of the OEM Software Use Rights. Partner shall complete and return the applicable Development License request form as may be provided by SAP from time to time. Support for the Development Licenses are provided only to Partner as described in the SAP Support Schedule for as long as the Program Fee is paid.

3. SUPPORT FOR THE DEVELOPMENT LICENSE

3.1. SAP will provide support to the Development Licenses as described in the SAP Support Schedule. Support for the Development License will begin upon the first day of the month following the initial delivery of Development Licenses under this Agreement. Support for the Development License is provided to Partner only.

3.2. Support for the Development License is delivered during the term of this Agreement.

3.3. Support for the Development License does not include support for Software used or licensed by Customers. SAP Support for Customers is provided as part of SAP Support described in Section D below.

4. SAP SUPPORT FOR ON-PREMISE LICENSES AND/OR ASP LICENSES

4.1. **SAP Support**. SAP provides SAP Support to Partner under the SAP Support Schedule for Software licensed to Customers, provided Partner has paid the applicable SAP Support fees as set forth in the Agreement.

4.2. **Annual SAP Support for On-Premise License**. For each Customer that elects to subscribe to SAP Support from Partner, Partner will pay SAP an annual SAP Support fee priced at the then current SAP Support factor (currently, 15%) of the net license fee payable by Partner to SAP for the applicable Software. The initial SAP Support term shall commence as of the first day of the month following the date each Customer purchases a license for Software and shall continue for a twelve-month period. Partner may provide New Releases only to Customers who have paid the applicable SAP Support fee.

4.3. **SAP Support Fee for ASP Licenses**. For each Software license purchased by Partner to provide ASP Services, annual Partner will pay SAP an annual SAP Support fee priced at the then current SAP Support factor (currently, 15%) of the net license fee payable by Partner to SAP as described in Exhibit C-3. The initial SAP Support term for ASP Licenses shall commence as of the first day of the month following the date an ASP license is purchased and shall continue for a twelve-month period.

4.4. **SAP Support Renewal**. Partner shall pay all applicable SAP Support fees twelve months in advance. SAP Support shall be automatically renewed for subsequent twelve-month terms after the initial SAP Support term

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or renewals thereof. The annual SAP Support fee is subject to change once during a calendar year upon three (3) months' notice to Partner. OEM Support with respect to the On-Premise licenses purchased by each Customer, or with respect to the ASP Licenses, purchased by Partner, may be terminated by either party with 3 months' written notice (i) prior to the end of the initial SAP Support term, and (ii) thereafter, prior to the start of the following renewal period. Any termination provided in accordance with above will be effective at the end of the then-current OEM Support period during which the termination notice is received by the respective party. Notwithstanding the foregoing, SAP may terminate OEM Support after one month written notice of Partner's failure to pay the applicable SAP Support fees.

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EXHIBIT C-2

COMMERCIAL TERMS – On Premise License (Perpetual)

1. LICENSE FEES

1.1. On Premise License Fee

Partner agrees to pay to SAP the license fees described below for each On Premise License (Perpetual) Partner licenses to its Customers under the Agreement.

TABLE

To the extent any Software listed above provides for tiered pricing based on the volume of sales unit licensed, Partner agrees that the tiered pricing applies to the number of sales unit licensed on a single transaction basis per Customer. Partner may not aggregate the total number of sales unit licensed for multiple Customer orders to reach the higher tier for a lower license fee.

Partner agrees to pay to SAP 100% of SAP's then current List Price (suggested retail price on the SAP OEM list of prices) for each On Premise License (perpetual) of the Software listed below, which Partner licenses to its Customers under the Agreement. All applicable published volume discount stated in such price list is excluded. The current suggested retail price of the Software as of the Effective Date of the Agreement is as follows:

Software Name	Material Code	License Metric	Sales Unit in Blocks of	List Price Per Sales Unit

To the extent any Software listed above provides for tiered pricing based on the volume of sales unit licensed, Partner agrees that the tiered pricing applies to the number of sales unit licensed on a single transaction basis per Customer. Partner may not aggregate the total number of sales unit licensed for multiple Customer orders to reach the higher tier for a lower license fee.

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EXHIBIT C-4
COMMERCIAL TERMS – ASP License (Non-Perpetual)

1. LICENSE TERM

1.1. Partner's ASP License (Non-Perpetual) (as selected on the relevant Exhibit A) for the Software listed below is licensed on a subscription model basis, and no separate annual support fee will be charged. Subscription Fees are due at the beginning of each new subscription term.

1.2. The term of each ASP License (Non-Perpetual) for the Software is _____ ("**Initial Subscription Term**").

1.3. The subscription term of the Software automatically renews for terms equal in length to Partner's immediately preceding subscription term (so long as such subscription term is twelve months or less), or, in the case the subscription term is longer than twelve months, for a period of twelve months only (each a "**Renewal Subscription Term**") unless SAP or Partner notifies the other party of its intention to decline renewal at least thirty days in advance of expiration of the Initial Subscription Term or then current Renewal Subscription Term, as applicable.

1.4. Fees for automatic Renewal Subscription Terms will be invoiced in advance prior to the start of each Renewal Subscription Term. Any pricing changes applicable to a Renewal Subscription Term will be reflected on the initial invoice for the applicable Renewal Subscription Term.

1.5. Partner may purchase additional subscription units of the applicable usage metrics ("**Usage Metric**") for the same ASP License (Non-Perpetual) Software during the term of the Agreement. The term for each additional Usage Metric will be co-terminus with the then-current subscription term of the original subscription of the ASP License (Non-Perpetual) irrespective of the ordering date of such additional Usage Metric and all fees will be prorated accordingly. Termination of the initial ASP License (Non-Perpetual) subscription for the Software will also terminate the additional Usage Metric of the same Software.

2. POST TERMINATION RIGHTS.

If this Agreement or the term of the ASP License (Non-Perpetual) terminates for any reason other than Partner's material breach, and subject to Partner continuing compliance with the terms and conditions of the Agreement: (i) the Renewal Subscription Term will continue in full force and effect for a maximum term of 1 year ("**Wind-Down Term**") to the extent necessary for Partner to support existing Customers that have executed the End User License for the remainder of their then current subscription terms of the ASP Service, and (ii) any Customer subscription to the ASP Service must not renew for an additional renewal period if such renewal period extends beyond the effective date of termination or expiration of this Agreement or the term of the ASP License (Non-Perpetual). If the Agreement is terminated due to Partner's material breach, then SAP may elect for the Agreement to continue as described in subsection (i) above or may terminate the Agreement (including all Order Form(s) issued hereunder). Termination or expiration of this Agreement does not relieve Partner of its outstanding payment obligations. Any fees previously paid by Partner are non-refundable.

3. SUBSCRIPTION FEES

For Software licensed under this Exhibit C-4 that is used by Partner to provide ASP Services to Customers, Partner agrees to pay the SAP the subscription fee as outlined in the table below. SAP Support is included as part of the subscription fees paid by Partner to SAP under this Exhibit.

TABLE

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