

**SAP Open Ecosystem**  
**Service Specific Terms and Conditions**  
**(“Service Open Ecosystem Model”)**

**Article 1 Definitions and Interpretation**

**1. Definitions**

“**Cloud Services**” with regard to this Service Open Ecosystem Model means any subscription based, SAP hosted, supported and operated on-demand solutions listed on [www.sap.com](http://www.sap.com) or otherwise provided under or in connection with this Service Open Ecosystem Model which are made commercially available by SAP or any other member of the SAP Group to Open Ecosystem Partner or to an End User (either directly or indirectly via Open Ecosystem Partner).

“**End User**” with regard to this Service Open Ecosystem Model means a person or entity to which Open Ecosystem Partner distributes, positions or provides access to a SAP Product whereby a license grant by SAP to use a SAP Product will not be required.

“**Maintenance Services**” with regard to this Service Open Ecosystem Model means the delivery of any new versions, releases, updates, upgrades, patches, fixes and corrections for any Software, Cloud Services or both as well as any other kind of support or maintenance for the Software, Cloud Services or both whether in person, via telephone or remote connection.

“**OE Partner Product List**” with regard to this Service Open Ecosystem Model means any SAP software product listed on [www.sap.com](http://www.sap.com) or otherwise provided under or in connection with this Service Open Ecosystem Model.

“**Product Family**” means an SAP product family which may comprise of one or several SAP software products or services as further set out on SAP’s partner-dedicated website.

“**Program Requirements**” means that the Open Ecosystem Partner has to fulfill certain minimum program requirements, some of which are general Open Ecosystem requirements, some of which are specific for the “Service Engagement” and some of which are specific for the different “Service” Product Families, including, without limitation, upholding a Service Authorization for at least one “Service” Product Family and other requirements as set out in detail in the Open Ecosystem Program Guide.

“**Service Authorization**” means that Open Ecosystem Partner needs to meet specific qualification requirements for the products included in a “Service” Product Family that Open Ecosystem Partner wants to promote and offer Services for as set out in detail in the Open Ecosystem Program Guide.

“**Services**” with regard to this Service Open Ecosystem Model means demonstration, integration and implementation of Software, Cloud Services and any kind of other services that Open Ecosystem Partner wants to provide to End Users in connection with the Software and Cloud Services but excluding any kind of Maintenance Services.

“**Test and Demo License**” means:

- a) any test and demonstration agreement provided by SAP setting out the terms and conditions under which SAP SE or any other member of the SAP Group makes certain Software available to partners for, inter alia, testing and demonstration purposes; and
  - b) any test and demonstration agreement provided by SAP setting out the terms and conditions under which SAP SE or any other member of the SAP Group makes certain Cloud Services available to partners for, inter alia, testing and demonstration purposes.
2. Any terms not defined in this Service Open Ecosystem Model will have the meaning ascribed to them in any other part of the Agreement.
  3. The headings in this Service Open Ecosystem Model are for convenience only and are to be ignored in construing this Service Open Ecosystem Model.
  4. Any reference in this Service Open Ecosystem 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 Open Ecosystem Partner meeting the Program Requirements for the first time and subject to Open Ecosystem Partner’s compliance with all Program Requirements at all times during the term of this Service Open Ecosystem Model, SAP hereby grants to Open Ecosystem Partner and Open Ecosystem Partner hereby accepts from SAP the right to promote and offer Services for those Software products and Cloud Services for which Open Ecosystem Partner achieved and continues to uphold a successful Service Authorization in its own name, at its own risk and for its own account to End Users located in the Territory (as defined the Service Open Ecosystem Schedule).
2. Open Ecosystem Partner will be solely liable to its End Users for the provision of Services.
3. Open Ecosystem Partner is solely responsible for accurately and completely representing the SAP Products. Open Ecosystem Partner assumes all financial and legal liability for the quality, reliability and accuracy of all representations and warranties made by Open Ecosystem Partner, its employees, agents and consultants beyond what is contained in the Documentation. Open Ecosystem Partner will give the SAP Group and its licensors appropriate credit for the ownership of the SAP Products.
4. Open Ecosystem Partner will be solely responsible for setting its own prices vis-à-vis the End User for the provision of Services.

**Article 3 Advertising Materials**

1. Open Ecosystem Partner may add its own material to the information supplied by SAP, solely for the purposes of Open Ecosystem Partner’s own marketing activities. Any material which is added must be clearly marked as Open Ecosystem Partner’s material.
2. All marketing and promotional materials developed by or for Open Ecosystem Partner, including, but not limited to, print advertisement, broadcast or telecast commercials, product brochures, sales aids, manuals, displays, and publicity concerning the Services provided hereunder must be of first quality.

#### **Article 4 Responsibilities of SAP**

1. Upon Open Ecosystem Partner's request, SAP may, at its sole discretion, conclude with Open Ecosystem Partner a Test and Demo License. The Software and Cloud Services provided under such a Test and Demo License will be made available to Open Ecosystem Partner under the terms and conditions of the relevant Test and Demo License after such Test and Demo License was concluded between SAP SE or any other member of the SAP Group and Open Ecosystem Partner.
2. SAP will make available to Open Ecosystem Partner, on a space available basis:
  - a) SAP's regularly scheduled partner trainings;
  - b) customer training courses generally offered by SAP; and
  - c) marketing-oriented training courses,all of which are available at SAP's then current prices and terms.

#### **Article 5 Responsibilities of Open Ecosystem Partner**

Open Ecosystem Partner must:

1. acquire and continue to uphold a comprehensive and fundamental knowledge of and ensure that its employees and consultants who perform any Services in connection with this Service Open Ecosystem Model will at all times have the proper skill, training and background to enable them to demonstrate and implement the Software and Cloud Services in a competent and professional manner;
2. provide potential End Users with marketing materials and information necessary to evaluate the Software and Cloud Services being considered by the End User provided that such marketing materials and information do not include Confidential Information;
3. support SAP Group's implementation, support and maintenance methodologies for the Software and Cloud Services;
4. upon mutual agreement and upon invitation by SAP, participate in SAP Group's sponsored marketing events by presenting speeches, providing information to End Users as set out in this Article 5 (Responsibilities of Open Ecosystem Partner) no. 2, and assisting, where requested, in the organization and implementation of the events;
5. adhere to data reporting requirements as established by SAP, including status information on requested SAP software projects conducted in connection with this Service Open Ecosystem Model and surveys of Open Ecosystem Partner's satisfaction with SAP field and alliance management.

#### **Article 6 Responsibilities of the Parties**

To the extent reasonable under the circumstances, the Parties will undertake the following cooperative activities with respect to identifying and bringing to each other opportunities to promote the Software and Cloud Services:

1. Inform appropriate personnel in their respective organizations of the existence of this Service Open Ecosystem Model;
2. Furnish each other with appropriate information for support and planning purposes; provided, however, that each Party reserves the right, in its sole discretion, to determine the content and availability of such information;
3. Subject to confidentiality constraints, endeavor to keep each other apprised of new products and services; and
4. Exchange such other information and conduct such other activities as the Parties agree will carry out the intent of this Service Open Ecosystem Model.

#### **Article 7 Limitation of Liability**

Because Open Ecosystem Partner does not pay any license fees to SAP under this Service Open Ecosystem Model, the following section will be inserted into Part 2 – Article 1 no. 2 (Exclusion of Damages; Limitation of Liability) of the Open Ecosystem GTCS:

- iii. IN CASE OF THIS SERVICE OPEN ECOSYSTEM MODEL, US\$ 500,000,

The rest of Part 2 – Article 1 no. 1 to no. 5 will remain as set out in the Open Ecosystem GTCS.

#### **Article 8 Term and Termination for convenience**

1. Term. This Service Open Ecosystem Model comes into effect as of the Effective Date defined in the Service Open Ecosystem 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 Service Open Ecosystem 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 Service Open Ecosystem Model with three months' prior written notice if Open Ecosystem Partner:
  - a) did not meet all of the Program Requirements for the first time within six months after the Effective Date defined in the Service Open Ecosystem Schedule; or
  - b) does not comply with any of the Program Requirements.

#### **Article 9 Model-specific Effect of Termination**

1. If this Service Open Ecosystem Model is terminated, rescinded or ends in any other way:
  - a) Open Ecosystem Partner's right to promote and offer Services to End Users located in the Territory under this Service Open Ecosystem Model as set out in Article 2 (Engagement Model) immediately ends;
  - b) all Test and Demo Licenses are automatically terminated at the same time, unless Open Ecosystem Partner still has an official SAP partner status; and
  - c) Open Ecosystem Partner's right to use the Documentation and other marketing programs and other materials and all copies, reproductions, summaries, or extracts thereof or based thereon of any member of the SAP Group distributed under or in connection with this Service Open Ecosystem Model immediately ends.

2. Open Ecosystem Partner must within thirty days irretrievably destroy or upon SAP's request deliver to SAP all copies of all Documentation and other marketing programs and materials and all copies, reproductions, summaries, or extracts thereof or based thereon of any member of the SAP Group distributed under or in connection with this Service Open Ecosystem Model that are in the possession of Open Ecosystem Partner, any member of the OE Partner Group and/or any of OE Partner Group's Representatives, except to the extent Open Ecosystem Partner is legally required to keep a copy for a longer period in which case such return or destruction shall occur at the end of such period.

3. A duly authorized representative of the Open Ecosystem Partner must certify in writing to SAP within thirty days that Open Ecosystem Partner has fulfilled its obligations under this Article 9 (Model-specific Effect of Termination) no. 2.