



**Non-Commercial Licensing
Terms and Conditions for Test, Demonstration and Development Cloud Services
("T&Cs for TDD Cloud Services")**

**This T&Cs for TDD Cloud Services (defined below) is a legally binding agreement for SAP Cloud Services between Partner and SAP SE ("SAP") and defines Partner's access and use of Cloud Services available on the then current SAP Non-Commercial Price List.
Based on this Terms and Conditions, Partner is permitted to order Cloud Services from SAP.**

1. Definitions

1.1 "Order" or "Order Document" means the ordering document for a Cloud Service available on the SAP Non-Commercial Price List.

1.2 "End-User" means a customer of Partner.

1.3 "Prospective Customer" means any person, firm, company or other organisation with whom the Partner has had negotiations or material discussions regarding the possible supply of goods or services by the Partner.

1.4 "Active Cloud Service" means an Eligible Cloud Service that Partner has deployed and that has not been decommissioned. Each Active Cloud Service is deemed a Cloud Service as defined in the GTC.

1.5 "Eligible Cloud Services" means the Cloud Services listed in the Eligible Cloud Services List.

1.6 "Eligible Cloud Services List" is the list of Eligible Cloud Services found on the SAP Cloud Platform Website, as may be updated from time-to-time by SAP. The Eligible Cloud Services List can be found here: <https://www.sap.com/products/business-technology-platform/price-list/list.tdd-payg.html>

1.7 "Free Tier Cloud Services" means those Eligible Cloud Services with a free service plan on the Eligible Cloud Services List and provided for no charge.

2. Contract Documents

2.1 Any Order under this T&Cs for TDD Cloud Services are governed by and incorporate the following documents in effect as of the effective date of the Order Document. All documents are listed in order of precedence, and collectively referred to as the "Agreement":

Agreement	Locations
Order Document	
This T&Cs for TDD Cloud Services	
Product-Specific Supplemental Terms ("Supplements") for the Cloud Service ordered	http://www.sap.com/agreements-cloud-supplement
Data Processing Agreement for SAP Cloud Services	http://www.sap.com/agreements-cloud-data-processing
Support Policy for SAP Cloud Services	http://www.sap.com/agreements-cloud-support
Service Level Agreement for SAP Cloud Services	http://www.sap.com/agreements-cloud-service-level-agreement
General Terms and Conditions for SAP Cloud Services (Direct) ("GTC") US version / German version in English	http://sap.com/agreements/cloud-services-gtc

GTC versions: the US version is applicable for partners located in North and South America; the German version in English is applicable for partners located in all other countries worldwide.

For clarification: Partner confirms that it has had the opportunity to review the Agreement, including without limitation the GTC, Schedules, and Supplements mentioned above, prior to accepting this Terms and Conditions. In case of inconsistencies between the documents listed above and the GTC, the terms of such other documents shall prevail over the terms of the GTC.

SAP recommends Partner prints copies of the applicable GTC, Schedules and Supplements for Partners's own records.

This T&C for TDD Cloud Services shall be effective as of the recorded time Partner has accepted the Order Document



2.2 Unless defined in other documents in this Agreement, all capitalized terms shall have the meaning as set forth in the GTC. All references in the contract documents above to "SAP Cloud Services" shall mean Cloud Services, and all references to "Customer" in other parts of the Agreement shall be references to Partner.

2.3 The Data Processing Agreement shall serve as a commissioned written data processing agreement.

2.4 SAP intends to meet the SLA referenced in the Product-Specific Supplements and the Service Level Agreement for SAP Cloud Services; however such service levels shall not be binding upon SAP and Partner shall have no claims against SAP under this Agreement.

2.5 SAP will provide to Partners a monthly report describing the System Availability percentage for the applicable Services only through an online portal made available to Partner, only if and when such online portal becomes available.

2.6 Affiliates of Partner may Use the Service in accordance with the license grant described herein, provided that each Affiliate shall adhere to the terms of this Agreement. Breach of the terms of this Agreement by an Affiliate shall be considered a breach by Partner itself.

2.7 SAP reserves the right to change any or all parts of this Agreement (in particular, by replacing parts of it with an updated version) as may be reasonably required and consistent with SAP's practices.

SAP will give Partner at least thirty (30) days prior written notice via email.

Partner is entitled to terminate the affected part of this Agreement with effect to the expiration of the aforementioned period. For clarity: an Order whose term runs beyond the end of the thirty (30) day period will remain in effect based on the Agreement terms valid prior to the change notice. However, such Order will terminate to the end of its then current term and will not renew.

If Partner does not terminate within such period, the changes are deemed to be accepted by Partner.

3. License Grant

3.1 Cloud test and demonstration Services

Subject to the terms and conditions of the Supplements and payment of fees, Partner is licensed to access and use the relevant Cloud Service only for testing and demonstration purposes.

Partner is licensed to access and use the Cloud Services only for i) non-productive testing and evaluation purposes and ii) demonstration to prospects of Partner. For test, evaluation and demonstration purposes the Cloud Service may only be used with sample data and not for execution of productive transactions. In no event may a Partner process the data of any third party.

3.2 Cloud Development Services

a) Subject to the terms and conditions of the Supplements, Partner is licensed to access and use the relevant Cloud Service for development, testing and demonstration purposes.

Partner is neither permitted to use the Cloud Service productively nor provide third parties access to the Cloud Service for productive use. Partner may not connect the Cloud Service to a productive IT environment.

b) Intellectual Property Rights for Cloud Development Services

The Cloud Development Service may include tools such as integrated development environments (IDE), software development kits (SDK), applications, editors, application programming interfaces ("APIs"), templates, sample code, data integration connectors, and other similar developer software, documentation, quick start guides, and reference materials that are provided by SAP under this Agreement. All such materials provided by SAP shall be owned by SAP. Partner owns all Intellectual Property Rights to developments created by Partner using SAP tools ("Partner IP"). Partner is not permitted to modify or create derivative works of the Cloud Service and the SAP tools.

3.3 PAY-AS-YOU-GO Services

a) Deployment

Subject to the terms and conditions of the Supplements, Partner is entitled to access and use the Eligible Cloud Services for development, testing and demonstration purposes.

Partner may deploy Eligible Cloud Services as Active Cloud Services through the administrative cockpit of the SAP Cloud Platform. Partner may deploy Eligible Cloud Services as Active Cloud Services at any time during the Subscription Term. Each Active Cloud Service is subject to its Supplemental Terms. Partner shall designate administrator as Technical Administrator in the Service Overview Section of the Order Document, who is authorized by Partner to deploy and decommission Eligible Cloud Services. Partner is responsible for any actions taken by such administrator.

b) Reporting

SAP shall report to Partner on a monthly balance statement Partner's actual usage of Active Cloud Services in the preceding month.

c) Free Tier Cloud Services

Partner's use of the Free Tier Cloud Services may be limited as specified in the administrative cockpit of the SAP Cloud Platform. SAP may modify the limitations at any time without notice. SAP may terminate Partner's use of the Free Tier Cloud Services without notice for violations of the Acceptable Use Policy. SAP may deactivate Partner's Free Tier Cloud Services if, in SAP's sole determination, Partner is not actively using the services. SAP Support does not apply to Free Tier Cloud Services.

3.4 Proof of Concept rights for all Cloud Services

Partner is licensed to access and use the Cloud Service for test and demonstration to Partner's prospective customers for the customer's non-productive and non-commercial use ("Proof of Concept"). Proof of concept is only permitted in an environment controlled by Partner or Partner's prospective customer. A Proof of Concept is subject to the following conditions:

- A Proof of Concept period is limited to a duration of up to thirty (30) days.
- Productive customer data may be used for a Proof of Concept.
- The Proof of Concept period starts upon the earlier of either **(i)** when prospective customer data is entered by Partner into the Cloud Service or **(ii)** when customer first accesses the Cloud Service.
- Prospective customers will be allowed to perform read and write access to evaluate the business processes of the Cloud Service, but no customizing or development rights are granted to prospective customer.
- Breach of the above-mentioned regulations by a prospective customer shall be considered as a breach by the Partner itself.

4. Fees and Fee increase for Cloud test and demonstration Services / Cloud Development Services

4.1 The fees for the Cloud Services available under this Agreement are outlined in the then current SAP Non-Commercial Price List. Fees for Cloud Services under this Agreement shall be invoiced by SAP and paid by Partner quarterly in advance. All payments hereunder are non-refundable. Payments are due thirty (30) calendar days from the date of the invoice. The following late payment fees shall apply:

- a) Orders based on US law GTC: unpaid fees will accrue interest at the maximum legal rate.
- b) Orders based on German law GTC: any fees not paid when due shall accrue interest at the applicable statutory interest rate.

4.2 The fee applicable for a renewal subscription term corresponds to the fees for the preceding subscription term of an Order Document, provided SAP may amend the remuneration for Cloud Service subscriptions over the preceding term of an Order Form at its discretion with effect from the start of a renewal subscription term as follow:

(a) The change applied to the total fees of the Cloud Service subscribed to under this Agreement must not be greater than the change in the index under section (b) below ("Discretionary Applicable Change") unless such increase is reasonably justified by a material enhancement of the Cloud Service.

(b) The index used to determine the Discretionary Applicable Change is the index of mean gross monthly salaries of fulltime employees in Germany in the information technology services sector (currently published in the quarterly figures by the German Federal Statistics Office at "Fachserie 16, Reihe 2.4, Gruppe J 62"). If that index is discontinued, the applicable index will be the index published by the Federal Statistical Office that most closely reflects changes in average gross monthly earnings in that sector.

4.3 For the first fee adjustment for an Order Document, the Discretionary Applicable Change is the change from the published index as it stood when the Order Document was concluded to the index as it had most recently been published when the new Fee adjustment is made. If the fee has already been adjusted in the past, the Discretionary Applicable Change is the change from the index that had been most recently published when the previous fee adjustment was made to the index that had most recently been published when the new Fee adjustment is made.

4.4 The subscription price includes SAP Enterprise Support, cloud editions and is subject to the Support Policy for SAP Cloud Services

5. For PAY-AS-YOU-GO Services

5.1 The Eligible Cloud Services List states the associated per-unit price for each Eligible Cloud Service. SAP will invoice Partner monthly in arrears based on Partner's actual usage of Active Cloud Services in the preceding month. Payments are due thirty (30) calendar days from the date of the invoice.

5.2 SAP may increase per-unit list prices of the Eligible Cloud Services at any time upon 30 days' notice. SAP may reduce per-unit list prices at any time. Price changes will be reflected on Partner's next full monthly balance statement. Notice of price changes shall be given via updates to the Eligible Cloud Services List.

6. Term and Termination

6.1 The term of an Order is stipulated therein.

6.2 SAP reserves the right to reject the processing of Order Document(s) if Partner is already in breach with his major contractual obligations.

6.3 Cloud Services ordered under this Agreement can be terminated by either party by giving thirty (30) days notice to the end of the then current term.

6.4 SAP reserves the right to end-of- life ("EOL") Cloud Services by providing thirty (30) days prior written notice to the end of the current term. EOL Cloud Services will not renew with the end of the current term. The Wind-Down Usage Clause is unaffected hereby.

6.5 This Agreement is only valid in combination with at least one (1) valid SAP partnership agreement. This Agreement and all Order Documents connected to this Agreement shall terminate automatically upon termination or expiration of its SAP Partner status. In this case Partner, shall not be entitled to any refund of any fees paid to SAP prior to such termination.

6.6 Termination of respective subscriptions to the Cloud Services shall not relieve Partner of its outstanding payment obligations existing at the time of such termination. Any fees previously paid by Partner are non-refundable.

6.7 Only for PAY-AS-YOU-GO Services: SAP may add Cloud Services and associated per-unit list prices to the Eligible Cloud Services List during the Subscription Term. SAP may remove Free Tier Cloud Services upon thirty (30) days' prior notice. SAP may remove other Eligible Cloud Services from the Eligible Cloud Services List by giving Partner six (6) months' prior notice. SAP shall give such notice by email or through the administrative cockpit of the SAP Cloud Platform. Partner may continue to use Eligible Cloud Services removed from the Eligible Cloud Services List for the remainder of Partner's then-current initial or renewal term.

6.7 Only for Cloud Development Services: Subject to either Party terminating an Order under this Agreement for convenience, Partner may use the Cloud Service ordered by Partner to support existing End-Users for a limited period of time ("Wind-down Usage"). Wind-down Usage shall run for a maximum period of one (1) year after the effective date of termination. Wind-down Usage is subject to Partner continuing to pay to SAP the fees for the Cloud Service stipulated in the relevant Order Form(s). Partner must request Wind-down Usage latest thirty (30) days prior the effective date of termination. Wind-Down Usage is not permitted if Partner is in breach of this Agreement or its partnership agreement.

7. Excess Use

Partners use of the Cloud Service is subject to the Agreement, including the Usage Metrics and their volume stated in the Order Form for the respective Cloud Service. Any use of the Cloud Service that exceeds this scope will be subject to additional fees. Fees accrue from the date the excess use began. Partner will execute an additional Order Form to document subscriptions for additional Usage Metrics and their volume. SAP may invoice and Partner will pay for excess use based on applicable pricing in the Order Form or Supplement.

8. Tax

8.1 SAP's fees do not include any taxes, fees, charges or similar amounts.

8.2 All indirect or transactional taxes or charges of any kind (including but not limited to, customs duties, tariffs, excise, gross receipts, value-added (VAT), goods and services (GST), sales and use tax and digital tax) except corporate income tax will be borne by the Partner and charged in addition where legally applicable and required. Partner shall communicate to SAP its VAT, GST or similar identification number attributed by the country where Partner has established its business and to which the Services under this Agreement are provided. SAP shall consider the Services under this Agreement to be for Partners business use and provided to the location of the Customer in accordance with the provided VAT, GST or similar identification number.

8.3 If Partner is required to withhold any such indirect or transactional tax as mentioned above, Partner shall increase payment under this Agreement by such amount as shall ensure that after such withholding or deduction, SAP shall have received an amount equal to the payment charged.]

8.4 If Partner is required by law to withhold or deduct income taxes (e.g. withholding taxes) from payment, Partner shall submit such withholding tax amounts to the appropriate and competent tax authority. Partner is required to apply the legally lowest possible tax rate. If an application or claim or certain documents by Partner are required to achieve such legally lowest possible rate, Partner shall use all efforts to ensure such legally lowest possible rate becomes applicable. If SAP is required as vendor to apply or provide certain documents to apply for such legally lowest possible rate, Partner shall notify SAP accordingly and support SAP in good faith by providing the necessary forms, documents or whatever else is necessary for a successful application or claim. If Partner neither notifies nor supports SAP in good faith, Partner is not entitled to any deductions from payment and shall pay SAP in full. Partner shall send to SAP one original and one copy of the receipt for tax payment (tax certificate) officially issued by the

local tax authority or any other document which SAP may reasonably require to obtain a tax credit or tax refund without undue delay.

8.5 In the event SAP is required by local or other law or regulations to become a registered taxpayer in the country where Partner has established its business and/or is required to file separate tax returns therein, this Agreement will end at that point in time without further notice at SAP's sole discretion. Partner acknowledges that SAP will stop providing the agreed services without being liable to recourse. SAP reserves the right to charge and Partner agrees to pay retroactively imposed taxes of any kind.

8.6 Partners located in Germany only: All fees are subject to applicable statutory value-added tax (VAT).

9. Limitations

9.1 Notwithstanding the Support Policy for SAP Cloud Services, Preferred Care is not available for the Cloud Service made available under this Agreement.

9.2 No additional services, including without limitation, set-up, implementation, onboarding and integration services, are provided in conjunction with the Cloud Service available under this Agreement.

10. Liability Cap (only if German Law GTC applies)

10.1 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.

10.2 In other cases, SAP is not liable except for breach of a major obligation (Kardinalspflicht) and only up to the limits in the following subsection. A breach of a major obligation in the meaning of this Section 8.2 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 fulfilment.

10.3 For Cloud Services invoiced on an annual basis, liability in cases under Section 8.2 is limited to a total per contract year of the fee that was paid in the contract year for the Cloud Service concerned. For Cloud Services invoiced on quarterly basis, liability in cases under Section 8.2 is limited to a total per calendar quarter of the fee that was paid in the relevant calendar quarter for the Cloud Service concerned.

11. Data Privacy and Data Security

SAP and Partner agree on the provisions of the "Data Processing Agreement for SAP Cloud Services" listed in the table in Section 2.1 above by way of reference and forms a written agreement for commissioned data processing. For certain Cloud Services, obligations that extend beyond the "Data Processing Agreement for SAP Cloud Services" can be included in the applicable Supplement(s).

In the case of electronic contract conclusion, Partner may document in writing for Partner's records the commissioned data processing agreement referred to in this Development Service Agreement, as follows: Partner may print out this Development Service Agreement by using the printout functionality of the electronic contracting process, sign the hardcopy and send to SAP, which SAP will countersign and return to Partner.

12. Non-applicable GTC sections

US law GTC: 2.1, 5.2, 6.1, 7.4

German law GTC: 2.1, 3.2, 5.2 – 5.4, 6.1, 9.2 and 11.3

13. Acceptance

By accepting this T&C for TDD Cloud Services, you confirm your legally binding agreement to this Agreement. If you are acting on behalf of a company, you represent that you are authorized to bind such company.