Terms and Conditions for Test, Demonstration and Development for SAP Cloud ERP, discovery package ("T&Cs for TDD SAP Cloud ERP Private, discovery package")

By clicking "Accept" or "Agree" you agree to all the terms and conditions stated in this Agreement (defined below). If you do not agree to these terms, do not click "Accept" or "Agree". If you are clicking "Accept" or "Agree" on behalf of a company (collectively, Partner), you hereby represent and warrant that you have been given the power of attorney by your employer to carry out this transaction and conclude the respective contracts with SAP on behalf of Partner. If you do not have the appropriate power of attorney, we kindly ask you to not continue with this transaction.

Once completed, this Agreement is a legally binding agreement for SAP Cloud ERP Private, discovery package between Partner and SAP SE ("SAP") and defines Partner's access and use of SAP Cloud ERP Private, discovery package.

1. Definitions

1.1 "**End-User**" means a customer of Partner.

1.2 "Partner" means the entity registered and identified in the ordering system that is ordering SAP Cloud ERP Private, discovery packages from SAP.

1.3 "SAP Cloud ERP Private, discovery package" means the pre-packaged SAP Cloud ERP Private system licensed to Partner under this Agreement, delivered to Partner hereunder, as available on the then current SAP Test, Demonstration and Development Price List.

2. Contract Documents

2.1 This order document ("Order Document") is governed by and incorporate the following documents, as listed in this Section 2.1, in effect as of the effective date of the Order Document. All documents are listed in order of precedence (including the General Terms and Conditions for SAP Cloud Services (Direct)), and collectively referred to as the "Agreement":

Agreement	Locations
Product-Specific Supplemental Terms ("Supplements") for the Cloud Service ordered	https://partneredge.sap.com/en/library/assets/partnership/licenses/ps_service_descrip.html
Data Processing Agreement for SAP Cloud Services	http://www.sap.com/agreements-cloud-data-processing
Support Policy and Service Level Agreement for SAP Cloud ERP Private, discovery package	https://partneredge.sap.com/en/library/assets/partnership/licenses/ps_support_sla.html

General Terms and Conditions for SAP Cloud Services (Direct) ("GTC") **US version / German version in English (Location:** 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 Agreement.
SAP recommends Partner prints copies of the applicable GTC, Schedules and Supplements for Partners's own records.
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.

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

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2.5 SAP will provide to Partners a monthly report describing the System Availability percentage for the applicable SAP Cloud ERP Private, discovery package 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 SAP Cloud ERP Private, discovery package only for testing and demonstration purposes.
Partner is licensed to access and use the SAP Cloud ERP Private, discovery packages only for i) non-productive testing and evaluation purposes and ii) demonstration to prospects of Partner. For test, evaluation and demonstration purposes the SAP Cloud ERP Private, discovery package 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 SAP Cloud ERP Private, discovery package for development, testing and demonstration purposes.
Partner is neither permitted to use the SAP Cloud ERP Private, discovery package productively nor provide third parties access to the SAP Cloud ERP Private, discovery package for productive use. Partner may not connect the SAP Cloud ERP Private, discovery package 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 SAP Cloud ERP Private, discovery package and the SAP tools.

3.3 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 ninety (90) 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. SAP AI TERMS / SKU

4.1 For SAP Cloud ERP Private, discovery package including AI technologies or features that are listed on the then-current SAP Test, Demonstration and Development Price List, certain additional terms and conditions will apply, as made available at https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?sort=latest_desc&tag=agreements:general-terms-and-conditions/ai.

4.2 Partners are permitted to use AI Units SKUs licensed under SAP Customer Contracts in the Test, Demonstration and Development environment, subject to Section 3 of this Agreement, through and including June 30th, 2026. After said date, Partner´s right to such use shall terminate.

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4.3 For TDD AI Units SKUs.

4.3.1 Definitions

a) **"Active AI Service"** means: for AI Business Packages, any AI User that Partner added to an AI Business Package; and for any other Eligible AI Service, the use of any AI Feature, that Partner Activated and had not Deactivated.

b) **"Activation"** means a process (via functionality provided via a dashboard in SAP for Me or any other system provided by SAP SE or any of its Affiliates) by which Partner: for AI Business Packages, activates any AI Business Package and adds the related AI Users; and for any other Eligible AI Service, enables and configures any AI Feature.

c) **"AI Business Package"** means any Eligible AI Service identified by having a defined number of requests per user.

d) **"AI Business Package Request"** means each request that Customer receives per AI User for the related AI Business Package as further specified in the Eligible AI Feature Guide under "Units of Measures".

e) **"AI Feature"** means any individual artificial intelligence capability that is part of an Eligible AI Service as described in the Documentation.

f) **"AI Units"** means any line item designated as "SAP AI Units" in this Order Form.

g) **"AI User"** means any individual to whom Partner grants access authorization to use any Eligible AI Service based on a unique user identifier that is an employee, agent, contractor or representative of Partner, Partner´s Affiliates, or Partner´s and Partner´s Affiliates' Business Partners.

h) **"Availability Period"** means: during the Initial Subscription Term, each period starting on a Product Start Date and ending on the next Product End Date each as set forth for the AI Units in this Order Form; and during any Renewal Subscription Term, every Availability Period will be 3 months starting immediately after the previous Availability Period ended; unless the remaining part of the current Renewal Subscription Term is shorter than 3 months, in which case the last Availability Period of the current Renewal Subscription Term will be equal to the remaining part of the Renewal Subscription Term.

i) **"Capacity Units"** means the number of units available for the related Availability Period as specified for the AI Units under "Usage Metric Limitation/Volume" in this Order Form for the Initial Subscription Term and calculated accordingly for each Availability Period thereafter.

j) **"Deactivation"** means a process (via functionality provided via a dashboard in SAP for Me or any system provided by SAP SE or any of its Affiliates) by which Partner: for AI Business Packages, removes all related AI Users and deactivates any AI Business Package; and for any other Eligible AI Service, disables any AI Feature.

k) **"Eligible AI Feature Guide"** means the "TDD AI Feature Guide" posted under https://www.sap.com/products/artificial-intelligence/price-list/list.tdd-pupm-ai-automation.world.html.

l) **"Eligible AI Service"** means any "Eligible AI Service" listed in the Eligible AI Feature Guide.

m) **"Per-Unit Factor"** means the "AI Units Conversion Factor" (as specified in the Eligible AI Feature Guide) which will be determined based on: for AI Business Packages, any AI User that Partner added to an AI Business Package; and for any other Eligible AI Service, actual use of any AI Feature, rounded up to the "Block Size" (as specified in the Eligible AI Feature Guide).

n) **"Pooled Excess Use PPU"** means: during the Initial Subscription Term, any Excess Use PPU stated in any Order Form for any line item designated as "SAP AI Units" in any agreement between SAP SE or any of its Affiliates and Partner or any SAP partner; and during any Renewal Subscription Term, any Excess Use PPU as further increased at the same time and in the same manner as the fees for the AI Units.

o) **"SAP For Me"** means the personalized "SAP for Me" customer portal provided by SAP SE or any of its Affiliates (see: https://me.sap.com/).

4.3.2 Availability of Capacity Units. After Activation of an AI Business Package or AI Feature, Partner can use such Active AI Service and thereby consumer Capacity Units. Capacity Units will only be available during the current Availability Period. Any unused Capacity Units expire and are forfeited by Partner at the end of the current Availability Period and will not be available for use in any subsequent Availability Period.

4.3.3 Pooling of Capacity Units. Any Capacity Units obtained hereunder will be pooled with all other AI capacity units that Partner receives from SAP SE or any of its Affiliates, either directly or indirectly via an SAP partner ("**Pooled Capacity Units**"). SAP SE or any of its Affiliates will deduct Per-Unit Factors for any Active AI Service from the Pooled Capacity Units based on the following criteria ("**Pooled Capacity Units Deduction Logic**"), independent of the current subscription term of any agreement that includes AI capacity units: If multiple agreements with a positive balance of AI capacity units have different availability period expiration dates, Per-Unit Factors will be deducted first

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from the agreement that has the earliest availability period expiration date; If multiple agreements with a positive balance of AI capacity units have the same availability period expiration date, Per-Unit Factors will be deducted from the agreement with the earliest availability period start date; and If multiple agreements with a positive balance of AI capacity units have the same availability period expiration date and the same availability period start date, Per-Unit Factors will be deducted from the agreement with the earliest contract start date.

4.3.4 Consumption of Pooled Capacity Units. If Partner has Pooled Capacity Units available, SAP SE or any of its Affiliates will: deduct fees for any Active AI Service based on the corresponding Per-Unit Factor according to the Pooled Capacity Units Deduction Logic; and provide a monthly balance statement for the preceding calendar month reflecting: any Active AI Service; in case of AI Business Packages, the number of assigned AI Users and related AI Business Package Requests as well as the use of AI Business Package Requests each per AI Business Package; and the remaining balance of Pooled Capacity Units. If all Pooled Capacity Units with a positive balance of AI capacity units for the current availability periods have been fully consumed according to the Pooled Capacity Units Deduction Logic, SAP SE or any of its Affiliates will invoice Partner monthly in arrears for any Active AI Service based on the Pooled Excess Use PPU from that agreement that SAP SE or any of its Affiliates will deduct or has deducted the last AI capacity units from based on the Pooled Capacity Units Deduction Logic. Partner may increase the amount of Pooled Capacity Units by executing an order form for additional AI Capacity Units.

4.3.5 Minimum Usage/Rounding Up. Partner may only use a quantity in blocks equal to or greater than the "Minimum Usage Requirement" specified in the Eligible AI Feature Guide. For each Active AI Service, any decimal value calculated based in use of AI Feature will be rounded up to the next full AI Units value.

4.3.6 AI User and AI Business Package Requests

a) **Subscription to AI Users.** For AI Business Packages, Partner subscribes to AI Users by activating an AI Business Package and assigning AI Users to it. Any direct or indirect usage by anyone other than the AI Users assigned to an AI Business Packages is not permitted.

b) **Addition and Removal of AI Users.** Partner may add AI Users to and remove AI Users from any AI Business Package at any time. If Partner adds any AI User to an AI Business Package during a calendar month, the corresponding Per-Unit Factor will be charged retroactively for the entire month. If Partner removed any AI User from an AI Business Package during a calendar month, the corresponding Per-Unit Factor will be charged for the entire month. The removed AI Users will be deactivated immediately and may no longer be used. However, the AI Business Package Requests related to such removed AI User remain and may be utilized by any other remaining AI User for the same AI Business Package.

c) **Pooling of AI Business Package Requests.** For each AI User that Partner adds to an AI Business Package, Partner receives the related number of AI Business Package Requests per calendar month as stated in the Eligible AI Feature Guide. Any AI Business Package Request will be pooled with all other AI Business Package Requests that Partner receives for the same AI Business Package ("**Pooled Request**"). Pooling of AI Business Package Requests across different AI Business Packages is explicitly excluded. Any AI User that has been Activated and not Deactivated for an AI Business Package may use the Pooled Requests available for such AI Business Package. The monthly balance statement will indicate the number of AI Business Package Requests that Partner consumed by using AI Features available under an AI Business Package. Pooled Requests will only be available during the current calendar month. Any unused Pooled Requests expire and are forfeited by Partner at the end of each calendar month and will not be available for use in any subsequent calendar months.

d) **Overusage of AI Business Package Requests.** If the Pooled Requests available for the current calendar month have been fully consumed, SAP SE or any of its Affiliates will deduct any excess use monthly in arrears from the Pooled Capacity Units; whereby such excess use will be calculated separately for each AI Business Package based on the Per-Unit Factors for "Overage Request" specified in the Eligible AI Feature Guide. There will be no aggregation of "Overage Requests" across AI Business Packages. When the Agreement expires, is terminated, non-renewed or ends in any other way, any Pooled Requests will expire and are forfeited by Partner. In the event of an excess use, an invoice will be issued to Partner based on the actual consumption. Upon request by Partner, SAP or any of its Affiliates will provide documentation detailing the consumption that serves as the basis for the invoice.

4.3.7 Active AI Services as Cloud Services. Each Active AI Service is deemed a Cloud Service as defined in the GTC and subject to the SAP AI Units Supplement posted on the SAP Agreements Website under http://www.sap.com/agreements-cloud-supplement. As there are no individual SLAs for each Active AI Service, the SLA of the underlying Cloud Service applies, unless otherwise stated in the SAP AI Units Supplement.

4.3.8 Activation and Deactivation of Active AI Services. Activation requires Partner to have a current subscription to the Cloud Service that an AI Feature is embedded or connected to. Partner is solely responsible for

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Activation of any AI Business Package or AI Feature and Deactivation of any Active AI Service as well as for the adding and removing of AI Users to any AI Business Package. Partner authorizes the technical administrator set out in this Order Form (and any successor designated by Customer) to: undertake Activation of any AI Business Package, and AI Feature as well as Deactivation of any Active AI Service, and add any AI User to and remove any AI Users from any AI Business Package. Partner is solely responsible for any acts or missions taken by such administrators.

4.3.9 Changes to Eligible AI Feature Guide, Per-Unit Factor and other Values. SAP SE or any of its Affiliates may change the Per-Unit Factor, the "Unit Of Measure", the "Block Size", the "Minimum Usage Requirement" and any other value on the Eligible AI Feature Guide ("**Changed Values**") from time to time as follows: SAP SE or any of its Affiliates shall give notice of changes to the Eligible AI Feature Guide by email, through SAP For Me or another administrative dashboard provided by SAP SE or any of its Affiliates at least 4 months before the start of the next Renewal Subscription Term. The Changed Values shall apply to the Eligible AI Services at the beginning of the next Renewal Subscription Term. If SAP SE or any of its Affiliates notifies Customer of changes to the Eligible AI Feature Guide less than 4 months prior to the upcoming Renewal Subscription Term, the Changed Values shall not apply at the start of the upcoming Renewal Subscription Term but from the one thereafter onwards.

4.3.10 Adding and Removing Eligible AI Services and AI Features. SAP SE or any of its Affiliates may add AI services and associated per-unit factors to the Eligible AI Feature Guide during the Subscription Term. SAP SE or any of its Affiliates may remove any AI Business Package and other Eligible AI Service from the Eligible AI Feature Guide by giving Partner 6 months' prior notice ("**Removed AI Service**"). SAP SE or any of its Affiliates shall give such notice by email, through SAP For Me or another administrative dashboard provided by SAP SE or any of its Affiliates. During the notice period, Partner can continue Activating and Deactivating any AI Business Package and other Eligible AI Service as well as using any AI Feature thereunder. Thereafter, Partner may keep Activated such Removed AI Service and continue using any AI Feature of the Removed AI Service for the remainder of its then-current Initial or Renewal Subscription Term if the Removed AI Service belongs to Group 1. This exception does not apply to any Removed AI Service belonging to Group 2. By default, all AI Business Packages and other Eligible AI Services belong to Group 1, unless SAP SE or any of its Affiliates has explicitly classified any AI Business Package or any other Eligible AI Service as Group 2 in the Eligible AI Feature Guide. AI Business Packages and other Eligible AI Services categorized as Group 2 can be moved to Group 1 but not the other way round.

5. Back-Up Management

5.1 SAP shall maintain up to seven (7) back-ups of the Partner´s data. In the event that all back-up slots are occupied upon creation of a new back-up, SAP will automatically delete the oldest back-up.

5.2 Partner may initiate the creation of a new back-up at any point during their subscription period.

5.3 SAP shall automatically create a new back-up at the beginning of the minor downtime window. This action will consume one (1) of the available back-up slots.

5.4 SAP shall automatically create a new back-up at the beginning of the major downtime window. Concurrently, the Company will delete all other back-ups to ensure that the manual patching executed during the major downtime is maintained.

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

6.1 The fees for the SAP Cloud ERP Private, discovery package available under this Agreement are outlined in the then current SAP Test, Demonstration and Development Price List. Fees for SAP Cloud ERP Private, discovery package 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.

6.2 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 SAP Cloud ERP Private, discovery package 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 SAP Cloud ERP Private, discovery package 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 SAP Cloud ERP Private, discovery package.

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(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.

6.3 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.

6.4 The subscription price includes SAP Enterprise Support, cloud editions and is subject to the Support Policy for SAP SAP Cloud ERP Private, discovery packages

7. Term and Termination

7.1 The term of an Order is stipulated therein.

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

7.3 SAP Cloud ERP Private, discovery packages ordered under this Agreement can be terminated by either party by giving thirty (30) days notice to the end of the then current term.

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

7.5 Service Provisioning.

7.5.1 The runtime of the provisioned SAP Cloud ERP Private, discovery package ordered under this agreement is twenty-four months. Partner is obliged to re-provision this service during the twenty-four months minus one day runtime. Partner can provision a new system from the same or a different service template of "RISE Discovery" at any point during their subscription. The subscription renewal term is not affected by the re-provisioning. After a provisioning, customized data will be lost.

7.5.2 If Partner is not re-provisioning the service during this runtime, this is considered a breach of contract and will lead to a termination upon the end of the Service runtime.

7.6 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.

7.7 Termination of respective subscriptions to the SAP Cloud ERP Private, discovery packages 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.

7.8 Only for Cloud Development Services: Subject to either Party terminating an Order under this Agreement for convenience, Partner may use the SAP Cloud ERP Private, discovery package 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 SAP Cloud ERP Private, discovery package 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.

8. Excess Use

Partners use of the SAP Cloud ERP Private, discovery package is subject to the Agreement, including the Usage Metrics and their volume stated in the Order Form for the respective SAP Cloud ERP Private, discovery package. Any use of the SAP Cloud ERP Private, discovery package 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.

9. Tax

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

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9.2 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.

9.3 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.]

9.4 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.

9.5 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.

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

10. Limitations

10.1 Notwithstanding the Support Policy for SAP Cloud ERP Private, discovery packages, Preferred Care is not available for the SAP Cloud ERP Private, discovery package made available under this Agreement.

10.2 No additional services, including without limitation, set-up, implementation, onboarding and integration services, are provided in conjunction with the SAP Cloud ERP Private, discovery package available under this Agreement.

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

11.1 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.

11.2 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 11.2 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.

11.3 For SAP Cloud ERP Private, discovery packages invoiced on an annual basis, liability in cases under Section 11.2 is limited to a total per contract year of the fee that was paid in the contract year for the SAP Cloud ERP Private, discovery package concerned. For SAP Cloud ERP Private, discovery packages invoiced on quarterly basis, liability in cases under Section 11.2 is limited to a total per calendar quarter of the fee that was paid in the relevant calendar quarter for the SAP Cloud ERP Private, discovery package concerned.

12. Data Privacy and Data Security

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

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12.2 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.

12.3 Data Protection and Service Restriction. The Service is not intended for the processing, storage, or transmission of any Personal Data as defined under applicable Data Protection Laws. The use of the Service for any such purpose is strictly prohibited. Partner is solely responsible for ensuring that no Personal Data is processed, stored or transmitted through the Service, and shall indemnify SAP against all liabilities, costs, expenses, damages, and losses (including but not limited to any fines, penalties, and legal fees) arising out of or resulting form any breach of this clause.

13. Publicity Clause

Neither party will use the name of the other party in publicity activities in connection with this T&C for TDD SAP Cloud ERP Private, discovery packages.

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