Terms and Conditions for Test, Demonstration and Development On-Premise SAP Software
("T&Cs for TDD On-Premise SAP Software")

This T&Cs for TDD On-Premise SAP Software is a legally binding agreement for On-Premise SAP Software between Partner and SAP SE ("SAP") and defines Partner's access and use of SAP Software available on the then current SAP Test, Demonstration and Development Price List
Based on this Terms and Conditions, Partner is permitted to order SAP Software provided by SAP.

1. Definitions

1.1 "Order" or "Order Document" means the ordering document for the Software made available on the SAP Test, Demonstration and Development Price List.

1.2 "**Software" or "SAP Software"** means any and all software products licensed to Partner under this Agreement, all as developed by or for SAP, SAP SE and/or any of their affiliated companies and delivered to Partner hereunder.

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.

2. Contract Documents

2.1 Any Order under this T&Cs for TDD On-Premise SAP Software shall be 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 On-Premise SAP Software	
On-Premise Software: Support Terms	http://sap.com/agreements-on-premise-support-terms
Software Use Rights (US version)/ List of Prices and Conditions ("LPC") (German version)	http://sap.com/agreements-on-premise-software-use-rights
General Terms and Conditions for On-Premise SAP Software ("GTC"), **US version / German version in English**	http://sap.com/agreements-on-premise-gtc-onpremise

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, Supplements and terms and conditions mentioned above, prior to accepting this Agreement. 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 On-Premise SAP Software 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 to "Licensee" in other parts of the Agreement shall be references to Partner.

2.3 SAP reserves the right to replace the Support Schedules and the List of Prices and Conditions (DE) Software Use (US) by updated versions and notify Partner thereof, without materially reducing Partner´s Use rights hereunder or the scope of SAP Support.

2.4 Affiliates of Partner may Use the Software 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.

2.5 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 On-Premise test and demonstration Software / User

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Test and demonstration Software provided under the Agreement shall only be used for: a) internal training of Users, b) project-specific customer training but only in the context of customer training for Partner software, c) performance benchmarking on SAP certified hardware, d) testing, and e) demonstration of Software to prospective customers, also in combination with Partner's products and services. Benchmarking against competing third party products is expressly prohibited.
Test and demonstration Software made available under the Agreement may not be used: a) to run Partner's and its Affiliates' internal business operations (including customer back-up and passive disaster recovery), b) to provide services to third parties (e.g., business process outsourcing, service bureau applications or third party training), c) to lease, loan, resell, sublicense or otherwise distribute the Software, other than distribution to Affiliates subject to the terms of the Agreement, d) to distribute or publish keycode(s), e) make any Use of or perform any acts with respect to the Software other than as expressly permitted in accordance with the terms of this Agreement, f) for preparation of or customer implementation and g) for any development purposes, including proof of concepts in case they include any development.

3.2 On-Premise Development Software/User
a) Subject to Section b) below, Partner is granted, a non-exclusive, non-transferable, subscription license to Use the Development Software, Documentation, and SAP Materials within the Territory (regulated in US version) provided by SAP to Partner for the term of the Order Document, for internal testing, demonstration, and development, and to make Modifications and/or Add-ons to the Software in accordance with this Section and Section b)
Partner shall not: (i) use the SAP Materials to provide services to third parties (e.g., business process outsourcing, service bureau applications or third party training); (ii) lease, loan, resell, sublicense or otherwise distribute the SAP Materials (US version)/ Software (German version); (iii) make any Use of or perform any acts with respect to the SAP Materials (US version)/Software (German version) other than as expressly permitted in accordance with the terms of this Agreement; (iv) use Software components other than those software products licensed to Partner under this Agreement, even if it is also technically possible for Partner to access other Software components.
The Development Software, particularly the ABAP Workbench and SAP NetWeaver, contain software tools. These tools may not be transferred, either in whole or in part, into modified or created software. Partner must use these tools only to modify, extend, or create Add-ons to the Software or non-SAP software in accordance with the terms and conditions set forth herein. The Software contains function modules, which are stored in a function library. Some of these function modules carry an indicator expressly releasing them for transfer into modified or newly created software. Partner may only transfer these function modules into Modifications to the Software. The function modules must in principle not be altered or decompiled.

b) Add-ons and Modifications
aa) Add-ons developed by Partner without SAP's participation, and all rights associated therewith, shall be the exclusive property of Partner subject to SAP's rights in and to the Software and SAP Materials.

bb) The ownership of Modifications and any Intellectual Property Rights embodied therein, shall vest with SAP, SAP Affiliates or their licensors. Partner irrevocably assigns to SAP all Partner's rights, title and interest ("Assigned Intellectual Property Rights") in and to the Modifications, including the right to register or file proprietary rights based on the Modifications. Partner further agrees to provide to SAP promptly upon SAP's request all pertinent facts and documents relating to such Modifications, and to perform promptly such lawful acts and to sign promptly such further applications, assignments, statements, and other lawful documents as SAP may reasonably request to effectuate fully this assignment.

cc) Subject to SAP´s underlying Intellectual Property Rights in the Software and SAP Materials (US version), SAP grants to Partner a worldwide, non-exclusive, fully paid up, royalty free, perpetual, irrevocable license to the Assigned Intellectual Property Rights in the Modifications to make, have made, use, reproduce, display, distribute, create derivative works of, lease, sell, offer for sale, import, export or otherwise transfer through standard tiers of distribution (a "Full License") to any Partner created code included in the Modifications, subject to SAP's ownership of the underlying and/or unmodified code, solely for purposes of exercising its rights granted under Section 3.1 of this Development License.

dd) Partner grants SAP a Full License to any Partner Background Materials in the Modifications, provided that such Partner Background Materials are used only in connection with the Modification or derivative works thereof. "Background Materials" shall mean any pre-existing works in which the Intellectual Property Rights are owned by either party to this Agreement, which have been prepared by that party outside the scope of this Agreement or which were licensed from a third party and provided to that party.

ee) SAP retains the right to independently develop its own Modifications or Add-ons to the Software, and Partner agrees not to take any action that would limit SAP's sale, assignment, licensing or use of its own Software or Modifications or Add-ons thereto.

ff) A Modification and/or an Add-on must not (and subject to other limitations set forth herein):
- unreasonably impair, degrade or reduce the performance or security of the Software;

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- enable the bypassing or circumventing any of the restrictions set forth in this Agreement and/or provide a customer with access to the Software to which such customer is not directly licensed;

- make available any information concerning SAP software license terms, Software, or any other information related to SAP Materials;

- permit mass data or metadata extraction from a Software to a non-SAP software (e.g., in order to replace functionality of the Software), including use, modification, saving or other processing of such data in the non-SAP software.

gg) Partner acknowledges that even minor modifications or other changes to the Software may lead to significant, unpredictable faults in the performance of the modified Software. Therefore, Partner will be solely responsible towards its customers for any of its Modifications and Add-ons to the Software. Partner shall inform customers accordingly.

hh) Important Notice: In case Partner would like to use a third-party database (including but not limited to Oracle and/or Microsoft databases) together with the Software licensed from SAP hereunder, it is Partner's responsibility to secure all appropriate rights from the applicable licensor(s). Partner must advise its customers that prior to licensing Partner-developed Add-ons, customers must have obtained the necessary license rights to SAP or third-party software and/or database to use Partner-developed Add-ons together with or running on top of the SAP products and/or third-party databases. This may include the requirement to obtain a full use license for SAP Netweaver or the appropriate other licenses applicable to the respective underlying Software. Partner will not misrepresent any SAP license requirements or restrictions to customers and will inform SAP as soon as practicable about any known misuse of SAP software by end customers.

3.3 Overall terms for On-Premise Software
For the purposes of this Agreement only, Partner shall be permitted to outsource the Software to a services provider to run the Software or have the Software run on information technology devices made available by such services provider, subject to the following conditions: (i) Partner and such services provider execute a written agreement that includes provisions requiring such services provider's compliance with the terms of this Agreement prior to such access, including without limitation non-disclosure of SAP Confidential Information; (ii) under no circumstances may such services provider use the Software in connection with such services provider's own business operations; (iii) Partner shall be responsible for any additional Software, migration tools, or third party software needed to effect such transition; and (iv) Partner expressly agrees to indemnify SAP, its officers, employees, agents and subcontractors from and against all claims, liabilities, losses, damages and costs (including reasonable attorney fees) suffered by SAP arising from a breach by the services provider of the conditions of this Agreement. Upon SAP request, Partner shall provide written confirmation to SAP that items (i)-(iv) are fulfilled.

3.4 Proof of Concept rights for On-Premise Software
Partner is licensed to access and use the On-Premise Software 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 On-Premise Software or **(ii)** when customer first accesses the On-Premise Software.
- Prospective customers will be allowed to perform read and write access to evaluate the business processes of the On-Premise Software, 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
4.1 The fees for the SAP Software made available under this Agreement are outlined in the then current SAP Test, Demonstration and Development Price List. Fees for SAP Software licensed under this Agreement shall be invoiced by SAP and paid by Partner annually 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 Software subscriptions over the preceding term of an Order Form at its discretion with effect from the start of a renewal subscription term as follow:

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(a) The change applied to the total fees of the Software 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 Software.
(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.

5. Support

5.1 On-Premise test and demonstration Software/User

SAP will provide support for test and demonstration Software as set forth in the SAP Standard Support Schedule or the SAP Standard Support Schedule for Business One, as applicable. SAP Support is included in the subscription fees. Partner receives during the mainstream maintenance phase a reduced scope of SAP Standard Support for test and demonstration Software. In particular, mission-critical support and other services provided only for production systems are not available for test and demonstration Software.
The availability of SAP Standard Support for test and demonstration Software is limited in its duration for a specific SAP software release and terminates at the end of the mainstream maintenance phase for that release. The currently valid and offered maintenance durations and phases for individual releases are published at support.sap.com/releasestrategy.

5.2 On-Premise development Software/User

SAP will provide support for development Software as set forth in the SAP Enterprise Support Schedule or the SAP Standard Support for Business One Schedule, as applicable. SAP Support is included in the subscription fees.
The availability of SAP Enterprise Support or the SAP Standard Support for Business One for this Development Licenses is limited in its duration for a specific SAP software release and terminates at the end of the mainstream maintenance phase for that release. The current valid and offered maintenance durations and phases for individual releases are published at support.sap.com/releasestrategy.

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 Partner may reduce the number of users ordered under an Order by giving thirty (30) days prior written notice to the end of the Initial term or any Renewal term. In case the number of users under an Order is reduced to zero, the Order shall be deemed terminated.

6.4.
US: A Software Order Form may be terminated for cause in accordance with the GTC
DE: An Order Form may be terminated for cause

6.5. In addition to SAP's rights under the Agreement, SAP may terminate each Order Form with immediate effect if Partner fails to pay any fees due within thirty (30) days of SAP's written notice of Partner's failure to pay an invoice when due.

6.6. 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.

6.7. Termination of respective subscriptions to the SAP Software shall not relieve Partner of its outstanding payment obligations existing at the time of such termination, unless terminated for material SAP breach of the Agreement. Any fees previously paid by Partner are non-refundable.

6.8. Only for On-Premise Development Software: Subject to either Party terminating an Order under this Agreement for convenience, Partner may use the Software ordered by Partner to support existing End-Users for a limited period of time ("Wind-down Usage") subject to the terms of this Agreement. 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

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continuing to pay to SAP the fees for the Software stipulated in the relevant Order Document(s). Partner must request Wind-down Usage latest fifteen (15) 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 SAP Software is subject to the Agreement, including the Usage Metrics and their volume stated in the Order Document for the respective SAP Software. Any use of the SAP Software 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 Document 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 Document 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. Liability Cap (only if German law GTC applies)

9.1 SAP's liability in contract, tort, and other- wise for loss including but not limited to wasted anticipatory expenditure, is subject to the provisions in Sections 9.2 and 9.3 below.

9.2 In cases of intent, SAP's liability extends to the full loss; in cases of gross negligence, SAP's 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, SAP's liability is limited to the amount of foreseeable loss that would have been prevented by the presence of the guaranteed quality.

9.3 In other cases than in Section 9.2 above: SAP is not liable except for breach of a major obligation (Kardinalpflicht) and only up to the limits in the following subsection. A breach of a major obligation in the meaning of this section 9.3 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 Partner could legitimately rely upon its fulfilment. Liability in cases under this Section 9.3 is limited to the annual subscription fees paid for the applicable SAP Software directly causing the damage for that twelve month period.

10. Non-applicable GTC sections

US law GTC: 2.1.1, 2.2, 4.2, 5.1(i), 6.3.1, 6.3.2, 12.9

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German law GTC: 2.2.1, 2.2.2, 2.3.1 – 2.3.5, 4.1.5, 4.1.6, 8.1 and 10.7

11. Acceptance

By accepting this T&C for TDD On-Premise SAP Software, 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.

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