



**Non-Commercial Licensing  
Terms and Conditions for Shared Demo Services  
("T&Cs for Shared Demo Services")**

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

**1. Definitions**

- 1.1 **"Order" or "Order Document"** means the ordering document for Shared Demo Services available on SAP Non-Commercial Price List
- 1.2 **"Shared Demo Services"** means the hosted, on demand service licensed to Partner under this Terms and Conditions, delivered to Partner hereunder, as available on the then current SAP Non-Commercial Price List.
- 1.3 **"Pre-configured Demonstration Scenario"** means a preconfigured set of demonstration scenarios of SAP standard software to showcase use cases.

**2. Contract Documents**

**2.1** Any Order under this T&Cs for Shared Demo Services shall be governed by and incorporate the following documents in effect as of effective date of the Order Form. All documents are listed in order of precedence, and collectively referred to as the "Agreement".

Agreement	Locations
Order Document	
This T&Cs for Shared Demo Services	
Data Processing Agreement for SAP Cloud Services	<a href="http://www.sap.com/agreements-cloud-data-processing">http://www.sap.com/agreements-cloud-data-processing</a>
Support Policy and Service Level Agreement for SAP Partner Shared Demo Services	<a href="https://partneredge.sap.com/en/library/assets/partnership/licenses/pls_sla.html">https://partneredge.sap.com/en/library/assets/partnership/licenses/pls_sla.html</a>
General Terms and Conditions for SAP Cloud Services (Direct) ("GTC"), <b>US version / German version in English</b>	<a href="http://sap.com/agreements/cloud-services-gtc">http://sap.com/agreements/cloud-services-gtc</a>

**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 Shared Demo 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 Shared Demo Service, and all references to "Customer" in other parts of the Agreement shall be references to Partner.

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

**2.4** SAP intends to meet the SLA referenced in any Documentation for Shared Demo Services and the Service Level Agreement for Shared Demo 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 Partner a monthly report describing the System Availability percentage for the applicable Shared Demo Service 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**

The Service licensed under this Agreement shall only be used for:

- a) Demonstration of SAP Software to prospective customers
- b) Internal training of Partner employees,

Productive use of the Service (including use for development purposes) or preparation for productive use, also for customer projects, is not permitted under this Agreement.

### 4. **Fees and Fee Increase**

**4.1** Fees for the Shared Demo Services made available under this Agreement are outlined in the then current SAP Non-Commercial Price List. Fees for Shared Demo Services licensed under this Agreement shall be paid quarterly in advance upon the Effective Date. Payment is not dependent upon completion of any implementation services.

**4.2** All payments hereunder are non-refundable. Payments are due thirty (30) calendar days from the date of the invoice. Any fees not paid when due shall accrue interest at the applicable statutory interest rate.

**4.3** For paid Shared Demo Services, the fee applicable for a renewal subscription term corresponds to the fees for the preceding subscription term of an Order Form, provided SAP may amend the remuneration for Shared Demo 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 Shared Demo 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 Showroom Service.

(b) The index used to determine the Discretionary Applicable Change is the index of the 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.

**4.4** For the first fee adjustment for an Order Form, the Discretionary Applicable Change is the change from the published index as it stood when the Order Form 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. **Term and Termination**

**5.1** The term of an Order is stipulated therein.

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

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

**5.4** Shared Demo Services ordered under this Agreement can be terminated by either party by giving thirty (30) days notice to the end of the current term.

**5.5** Termination of respective subscriptions to the Shared Demo 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.

**5.6** Changes or removals of Demo Scenarios, which have been part of a subscribed Shared Demo Service at the Order Document effective Date, do not lead to an extraordinary termination right for the respective Order Document nor is it considered a breach of contract through SAP / nor can SAP be held liable for these changes and/or removals

**5.7** This Agreement is only valid in combination with at least one (1) valid SAP partnership agreement. This Agreement and all Order Forms under 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. This Order Form may be terminated by either Party in accordance with the GTC.

**5.8** SAP reserves the right to terminate any Showroom Service in case of retirement of the respective Shared Demo Service, by giving Partner ninety (90) days' notice. In case of retirement of a Shared Demo Service, Partner shall receive a pro rata refund of already paid fees for the remainder for the subscription term after the termination has taken effect.

**6. 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.

**7. Liability Cap (only if German Law GTC applies)**

**7.1** 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.

**7.2** In other cases, 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 7.2 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 fulfillment.

**7.3** For showroom services invoiced on an annual basis, liability in cases under Section 7.2 is limited to a total per contract year of the fee that was paid in the contract year for the showroom services concerned. For showroom services invoiced on quarterly basis, liability in cases under Section 7.2 is limited to a total per calendar quarter of the fee that was paid in the relevant calendar quarter for the showroom services concerned.

**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. 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

**10. Acceptance**

**SAMPLE AGREEMENT – NOT FOR SIGNATURE**



By accepting this T&Cs for Shared Demo 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.

SAMPLE - NOT FOR SIGNATURE