

SAP Store
Specific Terms and Conditions
("SAP Store STC")

1. OVERVIEW

SAP Store enables Partners to i) Publish and market their Partner Solutions to Customers and ii) if applicable, Process Orders of their Partner Solutions to Customers, provided that Partner is responsible for entering into direct agreements with Customers, subject to the Partner's Customer license and/or services terms, pricing and conditions. Use of the SAP Store is governed by the Agreement (as defined in Section 2 below).

Partner hereby authorizes SAP to market its Partner Solutions to Customers in the name of the Partner and process Partner's Customers Orders via the SAP Store.

The Parties acknowledge and agree that their relationship under this SAP Store STC shall be that of a cloud service provider and cloud service customer, where the Partner is the cloud service customer.

2. DEFINITIONS

Commonly used capitalized terms are defined in the Glossary at the end of the document. Terms capitalized in this SAP Store STC that are not defined shall have the same meaning given to them as the underlying partner agreement(s) that reference this SAP Store STC (the "Agreement").

3. TERM AND TERMINATION

Term and termination of the SAP Store STC are exclusively governed by the Agreement.

4. CHANGES

SAP shall have such rights to modify, discontinue or add functionalities of the SAP Store to the same extent and scope as that of a Cloud Service in accordance with the Agreement.

5. SAP STORE ACCOUNT

5.1. Partner is required to establish an SAP Store Account and is responsible for all activity that takes place in connection with such SAP Store Account or any associated accounts. The SAP Store Account allows Partner to manage the workflow from publishing their solution, managing leads and opportunities and processing Orders and renewals. Partner may not share its username and password or otherwise authorize any third party to access or use its SAP Store account.

5.2. Partner must at all times maintain its SAP Store Account, including, without limitations, complying with this SAP Store STC and the Agreement, keeping its information current, and providing only true, complete and accurate information in connection with its SAP Store Account. Failure by Partner to maintain its SAP Store Account may, among other things, result in termination of this SAP Store STC and the Agreement, revocation of Partners SAP Store Account, removal of Partner Partner Solutions from the SAP Store and deletion of Solution ratings and reviews.

5.3. The SAP Store enables users to share their personal data with an SAP Partner. An SAP Store account enables Partners to access this personal data. Use of this personal data is strictly limited to the user's name, email and postal address, telephone number, job title and basic information the user's employer (name, address, and industry) and Partner may use such information only for purposes of responding to the user's inquiry and assisting the user in the purchase of a Partner Solution via the SAP Store.

6. PARTNER SOLUTION PUBLISHING CRITERIA

6.1. Partner must have a valid Agreement with SAP.

6.2. Partner must successfully complete all mandatory checks as outlined at <https://store.sap.com/en/partner-with-us> prior to publishing the Partner Solution and stay compliant and current for the entire duration of the Agreement. Partner Solutions Packages must comply with SAP's Guidelines for publishing Partner Solutions on SAP Store as set forth in the relating agreements and guidelines in their current form, as updated by SAP from time to time ("Guidelines") <https://store.sap.com/en/partner-with-us>.

- 6.3. In accordance with criteria defined in this section, SAP reserves the right within its sole discretion to refuse publishing of the Partner Solution. For Partner Solutions already published on the SAP Store, SAP reserves the right to perform a continuous compliance check based on the then current guidelines as outlined in Sections 6.1 and 6.2. If during the review non-compliance is detected, SAP has the right to immediately suspend Partner Solution from publishing on the SAP Store. SAP has the option to provide Partner an opportunity to fix the issue and conduct a re-review.
- 6.4. SAP has no obligation to publish any Partner Solution on the SAP Store and reserves the right to deny publishing of any Partner Solution on the SAP Store and to de-publish any Partner Solution for any reason.
- 6.5. Partner shall follow all SAP marketing guidelines made available to Partner with regards to any materials published on the SAP Store.
- 6.6. Partner must provide reasonably complete and accurate information for publication on the SAP Store. Partner warrants that all information provided in Partner Solutions is accurate and correct. Partner shall not provide any information on the SAP Store which is incorrect, slanderous, profane, libelous and obscene, which violate the Intellectual Property Rights of SAP or any third party, or which violates in any way applicable laws or regulations of countries for which the Partner Solution is offered.
- 6.7. Partner agrees that SAP reserves the right to review, reject, remove or request additional clarification on any content provided by the Partner before or after it has been published. SAP has the option, but no obligation, to give Partner reasonable notice to update or correct any content before removing, except where required to avoid any immediate negative effect on SAP as assessed by SAP in its reasonable judgement.

7. USE OF SAP AND PARTNER TRADEMARKS

- 7.1. In case the information provided by Partner for publication on the SAP Store contains third party trademarks, including but not limited to third party security certification statements ("Third Party Trademark Materials". Partner represents and warrants to SAP that Partner has the right, title, and/or authority to publish such Third Party Trademark Materials on the SAP Store and grant such license rights to SAP in support of such publication.
- 7.2. Where authorized by Partner, and under terms provided by Partner, Partner hereby grants to SAP a non-exclusive, worldwide, irrevocable, royalty-free sublicensable (through multiple tiers) license during the term of the Partner Agreement to use Partner's current and future trademarks, service marks and trade names made available by Partner with respect to its Partner Solutions published in the SAP Store ("Marks") and right to exercise any and all copyright, publicity, trademarks, database rights and other intellectual property rights that Partner may have in the "Promotional Content", as necessary to publish and distribute the Promotional Content to Customers as may be updated, modified, changed, or altered in the future solely in connection with the promoting and marketing of Partner Solutions pursuant to this SAP Store STC and the Agreement. Any such use is subject to the trademark usage guidelines of the respective Party.
- 7.3. Subject to the regulations of this section 7, SAP is entitled to publish information about the Partner Solution(s) on the SAP Store or other SAP web pages.

8. MISCELLANEOUS

- 8.1. SAP Store Partner Support.
 - 8.1.1. SAP has no obligation to provide Partner or its Customers any support services for the SAP Store except for help desk support described below.
 - 8.1.2. SAP will provide support services to Partner and any Authorized Users of the SAP Store to address functional and navigational questions, as well as assist in the initial evaluation of technical issues ("Help-Desk Support"). All Authorized Users will be able to access Help Desk Support during such support hours as designated by SAP.
- 8.2. SAP may choose to have a third-party supplier ("Supplier") host, operate, maintain and support the SAP Store. SAP and/or its Supplier retains all rights, title and interest in the SAP Store.

9. PARTNER OBLIGATIONS

- 9.1. Partner is responsible towards its Customers that the published Partner Solution(s) fulfills all applicable data protection and data privacy laws.
- 9.2. Upon transfer of personal data from SAP Store to Partner (i.e. Customer inquiries, requests for more information and sales leads entered on SAP Store containing personal data), Partners must notify Customers of how their personal data was obtained and for what purpose it is being processed. Partners maintain responsibility under applicable laws to obtain explicit consent for other purposes and use of this data.
- 9.3. Partner acknowledges that Partner is solely responsible for, and that SAP has no responsibility or liability of any kind for, the development, installation, operation, or maintenance of Partner Solutions. Partner further represents that Partner shall be solely responsible for the accuracy, legality, and appropriateness of any content or information Partner submits to, or makes available through, the SAP Store.
- 9.4. For purposes of this SAP Store STC and with respect to Partner's indemnification obligations set forth below, Partner Solution or Partner Product shall include the Partner Solution and Promotional Content.
- 9.5. By using the SAP Store to publish one or more Partner Solutions, Partner agrees that Partner will (i) ensure any user documentation relating to a Partner Solution accurately reflects its functionality, (ii) maintain at all times a current privacy statement available on Partner's website which details Partner's collection, processing and handling of Partner's Customer's data, including any personal identifiable information relating to Partner Solution users; and (iii) enter into an appropriate data processing agreement with Customers in accordance with applicable data protection laws.
- 9.6. Partner Indemnity.
 - 9.6.1. Partner shall be, solely responsible for any and all claims and liabilities involving, or relating to, its Partner Solutions, Promotional Content and materials (such Partner Solutions, contents and materials are collectively referred to as "Partner Materials") made available to its Customers.
 - 9.6.2. Partner will defend SAP against claims brought against SAP, SAP SE, its Affiliates and subcontractors by any third party related to or arising out of a claim that Partner Materials infringe the intellectual property rights of such third party.
 - 9.6.3. Partner will pay SAP against all damages finally awarded against SAP, SAP SE, its Affiliates and subcontractors (or the amount of any settlement Partner enters into) with respect to these claims.

Appendix A
PROCESS ORDERS

1. PROCESS ORDERS

- 1.1. Partner shall Process Orders of Partner's new, upsell and renewal transactions to Customers in accordance with the requirements outlined here: <https://store.sap.com/en/partner-with-us>.
- 1.2. It is Partner's responsibility to perform the following activities:
 - 1.2.1. Provide all sales and post sales related activities to its Customer, including without limitation, pricing of the Partner Solution
 - 1.2.2. Enter into a contract for the purchase or license of the Partner Solution with Customer. Partner Solution Customer terms shall not make any representations about SAP, the SAP Store, its suppliers or other SAP products, nor purport to bind SAP or its suppliers.
- 1.3. Partner will pay any applicable fees as set forth in the Agreement.

2. PARTNER SOLUTION DELIVERY

- 2.1. Representations and Warranties; Indemnities; Limitation of Liability

All regulations in the Agreement relevant to Partner Solutions shall also apply to Partner content. Partner shall ensure that Partner Solutions comply with applicable US and EU Export Regulations and the relevant provisions relating to import and export controls set forth in the Agreement. The indemnification obligation of Partner in Section 9.6 of this SAP Store STC shall apply to any third-party claim alleging that the Partner Solutions or its distribution by SAP violates applicable Export Regulations.
- 2.2. SAP shall not be liable to Partner for running and operating of the Partner Materials except as outlined in this Agreement. Should the Partner Solution integrate with or run on any SAP product licensed by Customer from SAP, its resellers, partners or their respective Affiliates, Customer's use of the SAP product is subject to a separate agreement between SAP, its resellers, partners or their respective Affiliates and Customer.
- 2.3. SAP will discontinue Customers' access to Partner Solution within a reasonable time after written request by Partner, or upon expiry of validity period defined by Partner. SAP shall have no liability to Partner or its Customers in case of failure of, or delay in, such access denial.

Appendix B GLOSSARY

1. GLOSSARY

- 1.1. **“Partner Product”** shall have the same meaning as “Partner Solution”.
- 1.2. **“Partner Solution”** shall have the meaning as defined in the Agreement, and includes any partner content published on the SAP Store.
- 1.3. **“Publish”** means to setup a Partner web page which shall include information about the Partner, Solution(s), pricing etc., and may include marketing activities to promote the SAP Store and Partner web page, marketing material, videos, demos and trials.
- 1.4. **“Promotional Content”** means any and all marketing, advertising and other promotional materials, referencing the other Party, the other Party’s products, services and/or its trade names, trademarks, or service marks; and press releases related to Partner Solutions.
- 1.5. **“Process Orders”** means the SAP Store platform has the capability to document and record details of the Partner’s End Customer orders and renewals through the SAP Store as defined here: <https://store.sap.com/en/partner-with-us>.
- 1.6. **“SAP Store Cloud Service”** means SAP Store.