GENERAL TERMS AND CONDITIONS FOR SAP CLOUD SERVICES (for indirect sales)
SAP 云服务一般条款和条件（用于间接销售）
("Cloud EULA")
（以下简称"云 EULA"）

1. DEFINITIONS

定义

1.1. "**Affiliate**" means any legal entity in which SAP SE or Customer, directly or indirectly, holds more than 50% of the entity's shares or voting rights. Any legal entity will be considered an Affiliate as long as that interest is maintained.

"**关联企业**"是指 SAP SE 或客户直接或间接持有超过百分之五十（50%）股份或表决权的任何法人实体。任何法人实体只要满足以上条件，就被视为关联企业。

1.2. "**Agreement**" means the agreement as defined in the applicable Cloud EULA Acceptance Form.

"**协议**"是指适用的云 EULA 认可书中定义的协议。

1.3. "**Authorized User**" means any individual to whom Customer grants access authorization to use the Cloud Service that is an employee, contractor or representative of Customer, Customer's Affiliates, or Customer's and Customer's Affiliates' Business Partners.

"**授权用户**"是指客户向其授予使用云服务的访问权限的任何个人，此类个人可以是客户、客户关联企业或客户及其关联企业的业务合作伙伴的员工、承包商或代表。

1.4. "**Business Partner**" means a legal entity that requires use of a Cloud Service in connection with Customer's and its Affiliates' internal business operations. These may include customers, distributors, service providers or suppliers of Customer and its Affiliates.

"**业务合作伙伴**"是指需要将云服务用于客户及其关联企业的内部业务运营之相关目的的法人实体。其中可能包括客户、分销商、服务提供商或客户及其关联企业的供应商。

1.5. "**Cloud EULA Acceptance Form**" means the "Cloud EULA Acceptance Form for SAP Cloud Services" concluded between SAP and Customer that references the Cloud EULA.

"**云 EULA 认可书**"是指 SAP 与客户签署的引用云 EULA 的"面向 SAP 云服务的云 EULA 认可书"。

1.6. "**Cloud Service**" means any distinct, hosted, supported and operated on-demand solution provided by SAP to Customer on behalf of Partner, under the Cloud EULA Acceptance Form.

"**云服务**"是指 SAP 根据云 EULA 认可书，代表合作伙伴向客户提供的任何独有的、按需订阅的、托管式支持和运行解决方案。

1.7. "**Confidential Information**" means all information which the disclosing party protects against unrestricted disclosure to others that the disclosing party or its representatives designates as confidential, internal or proprietary at the time of disclosure, or should reasonably be understood to be confidential at the time of disclosure given the nature of the information and the circumstances surrounding its disclosure.

"**保密信息**"是指披露方防止不受限制披露给他人的所有信息，其中包括披露方或其代表在披露时规定为具有保密性、内部或专有的信息，或根据信息的性质或披露时的情形理应被视为具有保密性的信息。

1.8. "**Customer Data**" means any content, materials, data and information that Authorized Users enter into the production system of a Cloud Service (including any stored derivatives of entered data such as Customer-specific reports). Customer Data does not include SAP's Confidential Information or SAP Materials.

"**客户数据**"是指授权用户向云服务生产系统中输入的任何内容、材料、数据和信息（包括任何存储在输入数据的衍生信息，例如客户特定报告）。客户数据不包括 SAP 的保密信息或 SAP 材料。

1.9. "**Documentation**" means SAP's then-current technical and functional documentation, relating to the Cloud Services located at https://help.sap.com or which is made available to Customer as part of the Cloud Service,

including technical and functional specifications as updated from time to time in accordance with the Agreement.

"**文档**"是指 https://help.sap.com 上提供的或作为云服务的一部分提供给客户的与云服务有关的 SAP 届时有效的技术性和功能性文档，包括根据协议不时更新的技术和功能规格文档。

1.10. "**Export Laws**" means all applicable import, export control and sanctions laws, including without limitation, the laws of the United States, the EU, and Germany.

"**出口法律**"是指所有适用的进口、出口管制和制裁法律，包括但不限于美国、欧盟和德国的法律。

1.11. "**Feedback**" means input, comments or suggestions regarding SAP's business and technology direction, and the possible creation, modification, correction, improvement or enhancement of the Cloud Service.

"**反馈**"是指与 SAP 的业务和技术方向以及云服务可能进行的创建、修改、更正、改进或增强有关的看法、意见或建议。

1.12. "**Intellectual Property Rights**" means patents of any type, design rights, utility models or other similar invention rights, copyrights and related rights, trade secret, know-how or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, whether registered or unregistered, including applications (or rights to apply) and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.

"**知识产权**"是指因成文法或习惯法或通过合约产生的任何类型的专利权、外观设计权、实用新型或其他类似发明权利、著作权及相关权利、商业秘密、专有技术或保密权、商标、商号和服务标识以及任何其他无形财产权（无论注册与否），包括在任何国家/地区对前述任何一项权利的申请（或申请权）与注册，无论此类权利是否完整、现有抑或在此后申请、颁发或取得。

1.13. "**Partner**" is defined in the Cloud EULA Acceptance Form.

"**合作伙伴**"定义请参见云 EULA 认可书。

1.14. "**Representatives**" means a party's Affiliates, employees, contractors, sub-contractors, legal representatives, accountants, or other professional advisors.

"**代表**"是指一方的关联企业、员工、承包商、分包商、法律代表、会计或其他专业顾问。

1.15. "**SAP Materials**" or **"Cloud Materials"** means any materials or information (including statistical reports and usage measurements of the Cloud Service) provided, developed, derived, or made available by SAP or via Partner (independently or with Customer's or Partner's cooperation) in the course of performance under the Agreement, including in the delivery of any support to Customer. SAP Materials include but are not limited to the Documentation, statistical reports, usage measurements, and SAP content that describes, structures, or gives meaning to data in the Cloud Service such as data models, metadata, table descriptions, and similar materials and derivatives of the foregoing. SAP Materials do not include Customer Data, Customer Confidential Information or the Cloud Service.

"**SAP 材料**" 或 "**云材料**" 是指在履行协议过程中（包括在向客户交付任何支持的过程中）由 SAP 或通过合作伙伴（独立或与客户或合作伙伴合作）提供、开发或衍生的任何材料或信息（包括统计报告和云服务使用量衡量标准）。SAP 材料包括但不限于文档、统计报告、使用量度以及描述、构建或赋予云服务中数据意义的 SAP 内容，例如数据模型、元数据、表描述以及类似材料及其衍生品。SAP 材料不包括客户数据、客户保密信息和云服务。

1.16. "**SAP SE**" means SAP SE, the parent company of SAP.

"**SAP SE**"是指 SAP 的母公司 SAP SE。

1.17. "**Subscription Term**" means the initial subscription term and, if applicable, any renewal subscription term of a Cloud Service identified in the Cloud EULA Acceptance Form.

"**订阅期**"是指云 EULA 认可书中规定的云服务的初始订阅期和任何续订期（如适用）。

1.18. "**Usage Metric**" means the standard of measurement for determining the permitted use for a Cloud Service as set forth in a Cloud EULA Acceptance Form.

"**使用指标**"是指用于确定对云 EULA 认可书中规定的云服务所进行的许可使用的衡量标准。

2. USAGE RIGHTS AND RESTRICTIONS

使用权利和限制

2.1. Grant of Rights

权利的授予

Subject to Partner's payment of all fees due to SAP, SAP grants to Customer on behalf of Partner, a non-exclusive and non-transferable right to use the Cloud Service (including its implementation and configuration) solely for Customer's and its Affiliates' internal business operations in accordance with the Agreement and Documentation. Customer may use the Cloud Service world-wide, except from countries where such use is prohibited by Export Laws. Permitted uses and restrictions of the Cloud Service also apply to SAP Materials and Documentation. Customer may reproduce and internally distribute Documentation solely to support permitted use of the Cloud Service.

鉴于合作伙伴向 SAP 支付所有费用，SAP 代表合作伙伴授予客户非独占的、不可转让的权利，允许其根据协议和文档出于自身及其关联企业的内部业务运营之唯一目的使用云服务（包括云服务的实施和配置）。客户可以在全球范围内使用云服务，但出口法律禁止此类使用的国家/地区除外。云服务的许可使用和限制条款同样适用于 SAP 材料和文档。客户仅可为了支持云服务的许可使用而复制和在内部分发文档。

2.2. Authorized Users

授权用户

Customer may permit Authorized Users to use the Cloud Service. Usage is limited to the Usage Metrics and volumes stated in the Cloud EULA Acceptance Form. Access credentials for the Cloud Service may not be used by more than one individual, but may be transferred to another individual if the original user is no longer permitted to use the Cloud Service. Customer may allow individuals employed by its outsourced service providers to be Authorized Users solely to the extent such outsourced service providers require access to the Cloud Service in the course of providing outsourced services to Customer, provided that such outsourced service providers are not competitors of SAP SE or its Affiliates. Customer is responsible for any breaches of the Agreement caused by Authorized Users.

客户有权允许授权用户使用云服务。使用范围仅限于云 EULA 认可书中规定的使用指标和使用量。云服务的访问凭据仅限一位用户使用，但若原用户被禁止使用云服务，则可将其访问凭据转让给他人。客户可以允许其外包服务提供商雇用的个人成为授权用户，但仅限于此类外包服务提供商在向客户提供外包服务时需要访问云服务之情形，且此类外包服务提供商不是 SAP SE 或其关联企业的竞争对手。客户应对授权用户任何违反协议的行为承担责任。

2.3. Verification of Use

验证使用情况

Customer will monitor its own use of the Cloud Service and report any use in excess of the Usage Metrics and volume to Partner. SAP may monitor use to verify compliance with Usage Metrics, volume and the Agreement. SAP will be permitted to forward any data regarding use in excess of the Usage Metrics, volume and the Agreement by Customer to Partner.

客户应监控自身使用云服务的情况，并向合作伙伴报告任何超出使用指标和使用量的情形。SAP 也可监控使用情况，验证其使用是否遵守使用指标、使用量和协议的规定。SAP 可将客户超出使用指标、使用量和协议范围的有关使用数据转发给合作伙伴。

2.4. Suspension of Cloud Service

暂停云服务

SAP may suspend or limit use of the Cloud Service:

在以下情况下，SAP 可暂停或限制对云服务的使用：

(a) if continued use may result in material harm to the Cloud Service or its users; or
继续使用会对云服务或其用户造成严重损害；或

(b) to comply with laws and regulations applicable to SAP, its Affiliates' or subcontractors, or Partner.
要遵守适用于 SAP、其关联企业或分包商或合作伙伴的法律法规。

SAP will promptly notify Customer of the suspension or limitation. SAP will limit the suspension or limitation in time and scope as reasonably possible under the circumstances.

SAP 应就此类暂停或限制及时告知客户。SAP 应视情况限定合理可行的暂停或限制时间和范围。

2.5. Third Party Web Services

第三方 Web 服务

The Cloud Service may include integrations with web services made available by third parties (other than SAP SE or its Affiliates) that are accessed through the Cloud Service and subject to terms and conditions with those third parties. These third-party web services are not part of the Cloud Service and the Agreement does not apply to them. SAP is not responsible for the content of these third-party web services.

云服务可能包括与第三方（SAP SE 或其关联企业以外的其他各方）提供的 Web 服务的集成，此类 Web 服务可通过云服务进行访问，但受此类第三方的条款和条件的制约。此类第三方 Web 服务不属于云服务的一部分，因此本协议对其不予适用。SAP 不对这些第三方 Web 服务的内容负责。

2.6. Mobile Access to Cloud Service

移动访问云服务

Authorized Users may access certain Cloud Services through mobile applications obtained from third-party websites such as Android or Apple app store. The use of mobile applications may be governed by the terms and conditions presented upon download/access to the mobile application and not by the terms of the Agreement.

授权用户可以通过其经由安卓或苹果应用商店等第三方网站获取的移动应用程序访问某些云服务。对移动应用程序的使用可能受到在下载/访问该移动应用程序时出现的条款和条件的约束，而不受本协议条款的约束。

2.7. On-Premise Components

本地部署组件

The Cloud Service may include on-premise components that can be downloaded and installed (including updates) by Customer. The System Availability SLA does not apply to these components. Customer may only use the on-premise components during the Subscription Term and solely to support permitted use of the Cloud Service.

云服务可能包括客户可下载和安装的本地部署组件（包括更新）。系统可用性 SLA 不适用于这些组件。客户只能在订阅期内使用本地部署组件且仅可用于支持云服务的许可使用。

3. SAP RESPONSIBILITIES

SAP 的责任

3.1. Provisioning

配置

SAP provides access to the Cloud Service as described in the Agreement. SAP makes the Cloud Service available and is responsible for its operation.

SAP 应根据协议规定提供对云服务的访问权限。SAP 提供云服务并负责其运行。

3.2. Support

支持

SAP provides support for the Cloud Service as referenced in the Cloud EULA Acceptance Form.

SAP 应为云 EULA 认可书中所述的云服务提供支持。

3.3. Security

安全性

SAP will protect Customer Data in accordance with the Security Measures. “Security Measures” means the technical and organizational measures for the relevant Cloud Service published on https://www.sap.com/about/trust-center/agreements/SecurityMeasures.

SAP 将依据安全措施保护客户数据。“安全措施”是指 https://www.sap.com/about/trust-center/agreements/SecurityMeasures 上发布的针对相关云服务的技术措施和组织措施。

3.4. Modifications

修改

3.4.1. Scope

范围

SAP may modify the Cloud Service (including support services, Maintenance Windows and Major Upgrade Windows), provided that SAP shall not materially degrade the core functionality of the Cloud Service during the Subscription Term.

SAP 可修改云服务（包括支持服务、维护窗口和重大升级窗口），但前提是在订阅期内 SAP 不得实质性降低云服务的核心功能。

3.4.2. Modification Notices

修改通知

SAP shall provide Customer with adequate advance notice of modifications to the functionality of the Cloud Service in accordance with Section 13.6, except for any change to a Maintenance Window or Major Upgrade Window which shall be in accordance with the SLA.

SAP 应依据第 13.6 节的规定，提前足够的时间就云服务功能的修改向客户发出通知，但应依据服务水平协议对维护窗口或重大升级窗口进行的任何更改除外。

3.4.3. Customer Termination

客户终止

If the modification materially degrades the Cloud Service and SAP does not provide equivalent functionality, Customer may terminate the Cloud EULA Acceptance Form for the affected Cloud Service by providing written notice to SAP and Partner within 1 month of SAP’s notice. If SAP does not receive timely notice, Customer is deemed to have accepted the modification.

如修改实质上降低了云服务性能，而 SAP 又没有提供同等功能，客户可在 SAP 发出通知后一（1）个月内向 SAP 及合作伙伴发送书面通知，终止其对受影响云服务的云 EULA 认可书。如 SAP 未及时收到通知，则视为客户已接受修改。

4. CUSTOMER AND PERSONAL DATA

客户和个人数据

4.1. Customer Ownership

客户所有权

As between the parties, Customer owns all right and interest in and to Customer Data. SAP may use Customer provided trademarks solely to provide and support the Cloud Service.

就协议双方而言，客户拥有客户数据的所有权利和权益。SAP 仅可出于提供和支持云服务之目的使用客户提供的商标。

4.2. Customer Data

客户数据

Customer is responsible for Customer Data and entering it into the Cloud Service. Customer grants to SAP (including SAP SE, its Affiliates and subcontractors) a non-exclusive right to process and use Customer Data to provide and support the Cloud Service and as set out in the Agreement.

客户负责提供客户数据并将其输入到云服务中。客户授予 SAP（包括 SAP SE、其关联企业和分包商）非独占的权利，允许其按照协议所述出于提供和支持云服务之目的处理和使用客户数据。

4.3. Personal Data

个人数据

Customer will collect and maintain all personal data contained in Customer Data in compliance with applicable data privacy and protection laws.

客户应依据适用数据隐私和保护法的规定，收集和维护客户数据中包含的所有个人数据。

4.4. Security

安全性

4.4.1. Customer will maintain reasonable security standards for its Authorized Users' use of the Cloud Service. Customer is also responsible for the following security requirements:

客户应就其授权用户对云服务的使用制定合理的安全标准。此外，客户还负责执行以下安全要求：

(a) monitoring technical details in applicable release notes, security notes, and Documentation;

关注并查阅适用的版本说明、安全公告及文档中的技术细节；

(b) maintaining proper security configurations, authentications, and authorizations for each Authorized User; and,

为每位授权用户维护恰当的安全配置、身份认证和权限设置；

(c) enabling and configuring certain security features applicable to Customer's use of the Cloud Service.

启用并配置适用于客户云服务使用场景的特定安全功能。

4.4.2. Customer will not conduct or authorize penetration tests of the Cloud Service without advance approval from SAP.

未经 SAP 事先批准，客户不得进行或授权对云服务进行渗透测试。

4.5. Access to Customer Data

对客户数据的访问

4.5.1. During the Subscription Term, Customer can access its Customer Data at any time. Customer may export and retrieve its Customer Data in a standard format. Export and retrieval may be subject to technical limitations, in which case SAP and Customer (or Partner on Customer's behalf) will find a reasonable method to allow Customer access to Customer Data.

在订阅期内，客户能够随时访问其客户数据。客户可以标准格式导出和检索其客户数据。导出和检索可能会受技术限制，在此情形下，SAP 与客户（或代表客户的合作伙伴）应共同找到一种合理的方法以使客户能够访问客户数据。

4.5.2. Before the Subscription Term expires, Customer may use SAP's self-service export tools (as available) to perform a final export of Customer Data from the Cloud Service.

在订阅期限届满之前，客户可以使用 SAP 的自助服务导出工具（视提供情况而定）执行客户数据从云服务中的最终导出操作。

4.5.3. SAP will delete the Customer Data remaining on servers hosting the Cloud Service within 120 days from termination or expiration of the Agreement unless retention is permitted under the Agreement or required by applicable law. Retained data is subject to the confidentiality provisions of the Agreement.

SAP 将在协议终止或有效期届满后的一百二十（120）天内删除托管云服务的服务器上保留的客户数据，除非协议允许保留或适用法律要求保留。保留的数据受协议保密条款的约束。

4.5.4. SAP will provide limited access to the Cloud Service for no more than 1 month past termination of the Agreement strictly as needed for Customer to export Customer Data ("**Retrieval Period**"). The Retrieval Period is subject to the following:

SAP 应严格按照客户导出客户数据的需求，在协议终止后一（1）个月内提供对云服务的有限访问（以下简称"**检索期**"）。检索期受以下条款的约束：

(a) Customer agrees that even if access is not technically limited to exporting Customer Data Customer shall not utilize the Cloud Service for any other purpose during the Retrieval Period;

客户同意，即使访问在技术上不限于导出客户数据，在检索期内也不得将云服务用于任何其他目的；

(b) If Customer uses the Cloud Service for anything other than exporting Customer Data during the Retrieval Period, Customer agrees to pay Partner's then-current agreed prorated price for the entire Retrieval Period; and

如客户在检索期内将云服务用于导出客户数据之外的任何目的，则客户同意在整个检索期内向合作伙伴支付届时有效的按比例计算的约定价格；以及

(c) Customer's access during the Retrieval Period shall continue to be governed by its obligations under the Agreement.

客户在检索期的访问应继续受其在协议项下义务的约束。

4.5.5. In the event of third-party legal proceedings relating to Customer Data, SAP will cooperate with Customer and comply with applicable law (both at Customer's expense) with respect to handling of Customer Data.

如第三方就客户数据提起法律诉讼，SAP 应配合客户并遵守适用于客户数据处理的相关法律（费用均由客户承担）。

5. PARTNER RELATIONSHIP

合作伙伴关系

5.1. Non-Payment by Partner

合作伙伴未付款

SAP may at its sole discretion suspend Customer's use of the Cloud Service or terminate the Agreement in accordance with Section 6.2.2 if Partner fails to pay any fee or other amount payable by it on the payment due date.

如合作伙伴在付款到期日期之前未支付其应付的任何费用或其他金额，SAP 可根据第 6.2.2 节的规定自行决定暂停客户对云服务的使用或终止协议。

5.2. Termination of Partner Relationship or Orders Relating to Customer

涉及客户的合作伙伴关系或订单终止

If (i) Partner terminates all orders relating to Customer, (ii) SAP terminates any of Partner's orders relating to Customer for good cause, or (iii) the partnership between SAP and Partner in relation to the sale of subscription for the Cloud Services is terminated, SAP may (at Customer's discretion):

如 (i) 合作伙伴终止涉及客户的所有订单，或 (ii) SAP 出于正当理由终止合作伙伴涉及客户的任何订单，或 (iii) SAP 与合作伙伴之间就云服务订阅销售达成的合作伙伴关系终止，SAP 可（客户自行决定）：

(a) directly provide the affected Cloud Service to Customer pursuant to SAP's then-current General Terms and Conditions for Cloud Services for mutually agreed subscription fees; or

依照SAP届时有效的云服务一般条款和条件，向客户直接提供支付了双方约定的订阅费的受影响云服务；或者

(b) refer Customer to SAP Partner Finder tool available on https://www.sap.com/partners/find.html to help Customer identify other partners for provision of affected Cloud Service.

引导客户查看 https://www.sap.com/partners/find.html 上提供的 SAP Partner Finder 工具，帮助客户确定提供受影响云服务的其他合作伙伴。

5.3. Independence of Partner

合作伙伴的独立性

Partner is not an agent of SAP. Partner is an independent entity with no authority to bind SAP or to make representations or warranties on SAP's behalf. SAP will not be liable for reasonably relying on the accuracy and reliability of written information provided by Partner that establishes grounds for SAP to suspend the Cloud Service or terminate the Agreement.

合作伙伴并非 SAP 的代理，而是独立的实体，无权约束 SAP 或代表 SAP 作出陈述或保证。SAP 对合理信赖合作伙伴所提供书面信息的准确性和可靠性不承担任何责任，这些书面信息可构成 SAP 暂停云服务或终止本协议的理由。

5.4. No Representations or Warranties

无陈述或保证

SAP makes no representations or warranties as to Partner, any authorized distributor or reseller, or any other third party, or related to the performance of their products or services and fully disclaims any such warranties in accordance with Section 7.

SAP 对合作伙伴、任何授权分销商或经销商或其他任何第三方的产品或服务性能不做任何陈述或保证，并且根据第 7 节完全否认任何这样的保证。

6. TERM AND TERMINATION

期限和终止

6.1. Term

期限

The Subscription Term is as stated in the Cloud EULA Acceptance Form.

订阅期如云 EULA 认可书中所述。

6.2. Termination

终止

6.2.1. A party may terminate:

一方可以终止：

(a) the Agreement (i) for cause upon 30 days' written notice of the other party's material breach of any provision of the Agreement (including Customer's failure to pay Partner any fees due for the Cloud Service) unless the breaching party has cured the breach during such 30-day period, and (ii) immediately, if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise materially breaches Sections 11 or 13.7, or

本协议：(i) 提前三十（30）天书面通知另一方严重违反协议任何条款（包括客户未能向合作伙伴支付云服务的任何到期费用），除非违约方已在该等三十（30）天期间内纠正此类违约行为；(ii) 如另一方进入破产申请程序、无力偿还债务、为债权人利益进行转让，或以其他方式实质性违反第 11 或 13.7 节的规定，则可立即予以终止；以及

(b) the affected Cloud Service as permitted under Sections 3.4.3, 7.2.4(b), 8.1.3, 13.5.2, or 13.10 with termination effective 30 days after receipt of notice in each of these cases).

受影响的云服务：依据第 3.4.3、7.2.4(b)、8.1.3、13.5.2 或 13.10 节的许可（在上述各个情况下，终止生效期均为收到通知后的三十（30）天后）。

6.2.2. SAP may terminate the Agreement if SAP's agreement with Partner for the relevant Cloud Services is terminated, in which case Section 5.2 will apply.

如果 SAP 与合作伙伴就相关云服务达成的协议终止，SAP 可终止本协议，在此情况下，第 5.2 节将适用。

6.3. Effect of Expiration or Termination

有效期届满或终止的效力

Upon the effective date of expiration or termination of the Agreement:

协议有效期届满或终止生效后：

(a) Customer's right to use the Cloud Service and all SAP Confidential Information will end; and

客户对云服务及所有 SAP 保密信息的使用权利均将终止；并且

(b) Confidential Information of the disclosing party will be retained, returned or destroyed as required by the Agreement or applicable law.

披露方的保密信息将按协议或适用法律的要求保留、退还或销毁。

(c) Termination or expiration of the Agreement does not affect other agreements between the parties.

协议的终止或有效期届满不会影响双方之间的其他协议。

6.4. Survival

存续

Sections 1, 6.3, 6.4, 8, 9, 10, 11, 12, 13 will survive the expiration or termination of the Agreement.

第 1、6.3、6.4、8、9、10、11、12、13 节的规定在本协议有效期届满或终止之后继续有效。

7. WARRANTIES

保证

7.1. Compliance with Law

遵守法律

Each party warrants its current and continuing compliance with all laws and regulations applicable to it in connection with:

各方保证，将遵守在以下方面对其适用的所有法律法规：

(a) in the case of SAP, the operation of SAP's business as it relates to the Cloud Service; and

对 SAP 而言，与云服务相关的 SAP 业务运营；且

(b) in the case of Customer, Customer Data and Customer's use of the Cloud Service.

对客户而言，客户数据及客户对云服务的使用。

7.2. SAP Warranties and Customer Remedies

SAP 保证和客户补救措施

7.2.1. Good Industry Practices

良好的行业实践

SAP warrants that it will provide the Cloud Service:

SAP 保证，其将按以下标准提供云服务：

(a) in material conformance with the Documentation; and

实质性符合文档所述；且

(b) with the degree of skill and care reasonably expected from a skilled and experienced global supplier of services materially similar to the nature and complexity of the Cloud Service.

达到对技术熟练、经验丰富且所提供的服务与云服务的性质和复杂性实质相近的全球供应商合理期望的技术水准和服务水平。

7.2.2. Authorization Warranty

授权保证

Each party warrants that: (a) it is duly organized and validly existing under the laws of the state or country of its incorporation or formation and has full corporate power and authority to enter into and carry out its obligations in this Agreement; (b) this Agreement is enforceable; and (c) the execution, delivery and performance of this Agreement does not conflict with any written agreement to which a party may be bound.

各方保证：(a) 其是依据其注册成立或组建所在州或国家/地区的法律合法成立且有效存续的公司，拥有完全的法人权力和授权来签署本协议和履行其在本协议中的义务；(b) 本协议可强制执行；以及 (c) 本协议的签署、交付和履行不会与可能对一方具有约束力的任何书面协议相冲突。

7.2.3. Warranty Against Viruses

针对病毒的保证

SAP warrants that it shall exercise commercially reasonable efforts to keep the Cloud Service, as provided by SAP, free of all viruses, trojan horses, and comparable malicious code intended to harm the Customer's systems, provided, however, SAP shall not be responsible for any malicious code placed on the Cloud Service by Customer, its Authorized Users, or any third party.

SAP 保证，其应采取商业上合理的措施，确保 SAP 提供的云服务不存在任何病毒、特洛伊木马病毒和旨在损害客户系统的类似恶意代码，但对于客户、其授权用户或任何第三方放置在云服务上的任何恶意代码，SAP 不承担任何责任。

7.2.4. Remedy

补救措施

Provided Customer (or Partner on Customer's behalf) notifies SAP in writing with a specific description of the Cloud Service's non-conformance with the warranty in Section 7.2.1 without undue delay and SAP validates the existence of such non-conformance, SAP will, at its option and in accordance with Section 7.2.6:

如客户（或代表客户的合作伙伴）在保证期内及时以书面形式将云服务不符合第 7.2.1 节保证规定的具体说明通知给 SAP，并且 SAP 证实此类不合规情况的存在，SAP 将根据第 7.2.6 节自行决定：

(a) correct or replace the non-conforming Cloud Service, or

纠正或替换不合规的云服务，或者

(b) if SAP fails to correct the non-conformance after using reasonable commercial efforts, terminate the access to the non-conforming Cloud Service.

若 SAP 在做出合理的商业努力后仍未能纠正不合规情形，则终止对不合规的云服务的访问。

7.2.5. The remedies in Section 7.2.4 do not apply to trivial or non-material cases of non-conformance and are Customer's sole and exclusive remedies and SAP's entire liability for breach of the warranty under Section 7.2.1. The written notification of any non-conformance by Customer (or Partner on Customer's behalf) must

include sufficient detail for SAP to analyze the alleged non-conformance. Customer must provide commercially reasonable assistance to SAP in analyzing and remediating any non-conformance of the Cloud Service.

第 7.2.4 节中的补救措施不适用于轻微或非实质性的不合规情况，且是客户可获得的唯一排他补救措施，同时也是 SAP 对违反第 7.2.1 节的保证规定所应承担的全部责任。客户（或代表客户的合作伙伴）应就任何不符合要求的情况以书面形式详细告知 SAP，以便 SAP 对声称的不符合要求的情况进行分析。客户必须提供商业上合理的协助，帮助 SAP 分析和纠正云服务的任何不合规之处。

7.2.6. SAP will consult with Partner:

SAP 将与合作伙伴协商

(a) to define a reasonable amount by which Partner may reduce the subscription fees for the non-conforming Cloud Services, in case Partner has not already paid them, or

如果合作伙伴尚未支付不合规云服务的订阅费，则合作伙伴可少支付此金额；或者

(b) if Partner has already paid the subscription fees for the non-conforming Cloud Services, to define a reasonable amount which SAP will refund to Partner to reflect the non-conformance (unless such refund is prohibited by Export Laws).

如果合作伙伴已支付不合规云服务的订阅费，则 SAP 将根据不合规情况向合作伙伴退还此金额（除非出口法律禁止此类退款）。

7.2.7. SAP may fulfill its warranty obligations with Customer or Partner on Customer's behalf. To the extent that SAP fulfills its warranty obligations under Section 7.2.6 via Partner, Customer will not have any claim against SAP for a breach of the warranty in Section 7.2.

SAP 可向客户或代表客户的合作伙伴履行其保证义务。如 SAP 根据第 7.2.6 节履行其对合作伙伴的保证义务，客户不得就违反第 7.2 节保证规定的行为对 SAP 提出索赔。

7.3. System Availability Warranty and Customer Remedy

SAP 系统可用性担保和客户补救措施

7.3.1. SAP warrants to maintain an average monthly system availability for the production system of the Cloud Service as defined in the applicable Service Level Agreement or Supplement ("**SLA**").

SAP 保证依据适用服务水平协议或补充（以下简称"**SLA**"）的规定，维持云服务生产系统的月平均系统可用性。

7.3.2. Customer's sole and exclusive remedy for SAP's breach of the SLA is the issuance of a credit as described in the SLA, whereby the service level credit will be calculated based on the non-discounted subscription fee set out in the order form agreed between SAP and Partner. Customer must notify Partner in writing (email permitted) within 21 business days after each calendar month in which SAP does not meet the SLA, so that Partner can follow SAP's posted credit claim procedure. When the validity of the service credit is confirmed by SAP in writing (email permitted) to Partner, SAP will issue the credit to Partner to forward to Customer.

如 SAP 违反 SLA，客户能获得的唯一排他补救措施是发放 SLA 中所述额度的抵免，服务水平抵免将根据 SAP 与合作伙伴在订购单中约定的无折扣订阅费进行计算。客户必须在 SAP 未满足 SLA 的每个日历月后的二十一（21）个工作日内，书面通知合作伙伴（允许通过电子邮件的方式），以便合作伙伴能够遵循 SAP 发布的抵免申请程序。服务抵免的有效性一经 SAP 书面确认（允许通过电子邮件的方式），SAP 即向合作伙伴发放此类抵免，由合作伙伴将该抵免转发给客户。

7.4. Warranty Exclusions

保证排除条款

The warranties in Sections 7.2 and 7.3 will not apply if:

第 7.2 和 7.3 节中的保证不适用于以下情况：

(a) the Cloud Service is not used in accordance with the Agreement or Documentation;

云服务的使用不符合协议或文档的规定；

(b) any non-conformity is caused by Partner, Customer, another third party, or by any product, database, content or service not provided by SAP; or

由合作伙伴、客户、其他第三方，或者非 SAP 提供的任何产品、数据库、内容或服务导致出现不合规情况，或者

(c) the Cloud Service was provided for no fee or is a trial license of the Cloud Service.

云服务是免费提供的或提供的是云服务试用许可。

7.5. Disclaimer

免责声明

Except as expressly provided in the Agreement, neither SAP nor its subcontractors make any representation or warranties, express or implied, statutory or otherwise, regarding any matter, including the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of or integration with any products or services provided under the Agreement, or that the operation of any products or services will be secure, uninterrupted or error free. Customer agrees that it is not relying on delivery of future functionality, public comments or advertising of SAP or product roadmaps in obtaining a subscription for any Cloud Service.

除非协议明确规定，否则 SAP 及其分包商不以法定形式或其他方式，就任何事宜（包括适销性、适用性、独创性或适合特定用途或目的；使用或集成依据协议提供的任何产品或服务不会产生侵权或产生的其他结果；或任何产品或服务的运行非常安全、不会出现中断或错误）做任何明示或暗示的陈述或担保。客户同意，其在获得任何云服务订阅时未依赖 SAP 未来的功能交付、公共评论或广告或者产品路线图。

8. THIRD PARTY CLAIMS

第三方索赔

8.1. Claims Brought Against Customer

对客户提出的索赔

8.1.1. SAP will defend Customer against claims brought against Customer and its Affiliates by any third party alleging that Customer's and its Affiliates' use of the Cloud Service infringes or misappropriates a patent claim, copyright or trade secret right. SAP will indemnify Customer against all damages finally awarded against Customer (or the amount of any settlement SAP enters into) with respect to these claims.

对于任何第三方声称客户及其关联企业对云服务的使用侵犯或盗用专利权申请、版权或商业秘密权而提起的诉讼，SAP 应为客户及其关联企业提供抗辩。SAP 将就此类索赔作出的终审判决对客户造成的损失（或 SAP 达成的任何和解金额）对其进行补偿。

8.1.2. SAP's obligations under Section 8.1 will not apply if the claim results from:

第 8.1 节中规定的 SAP 应承担的义务不适用于因以下情况导致的索赔：

(a) use of the Cloud Service in conjunction with any product or service not provided by SAP;

将云服务与非 SAP 提供的任何产品或服务一起使用；

(b) use of the Cloud Service provided for no fee;

使用免费提供的云服务；

(c) Customer's failure to timely notify SAP in writing of any such claim if SAP is prejudiced by Customer's failure to provide or delay in providing such notice; or

客户未能及时以书面形式通知 SAP 任何此类索赔，而 SAP 因客户未能提供或延迟提供此类通知而受到损害；或

(d) any use of the Cloud Service not permitted under the Agreement.

依据协议，不允许使用云服务。

8.1.3. If a third party makes a claim or in SAP's reasonable opinion is likely to make such a claim, SAP may at its sole option and expense:

如第三方提出索赔或 SAP 合理认为可能会提出此类索赔，SAP 可自行选择并承担费用：

(a) procure for Customer the right to continue using the Cloud Service under the terms of the Agreement; or
为客户取得依据协议条款继续使用云服务的权利；或

(b) replace or modify the Cloud Service to be non-infringing without a material decrease in functionality.
在不实质性减少功能的情况下更换或修改云服务，做到不侵权。

If these options are not reasonably available, SAP may terminate Customer's subscription to the affected Cloud Service upon written notice.

若无法合理提供上述选项，则 SAP 可在书面通知之后终止客户对受影响云服务的订阅。

8.1.4. SAP expressly reserves the right to cease such defense of any claim(s) if the applicable Cloud Service is no longer alleged to infringe or misappropriate the third party's rights.

适用云服务不再存在侵犯或盗用第三方权利嫌疑的，SAP 明确保留停止对任何索赔的前述抗辩的权利。

8.2. Claims Brought Against SAP

对 SAP 提出的索赔

Customer will defend SAP against claims brought against SAP, SAP SE, its Affiliates and subcontractors by any third party related to Customer Data. Customer will indemnify SAP against all damages finally awarded against SAP, SAP SE, its Affiliates and subcontractors (or the amount of any settlement Customer enters into) with respect to these claims.

对于任何第三方就客户数据对 SAP、SAP SE、其关联企业和分包商提起的索赔，客户应为 SAP 提供抗辩。客户应就此类索赔作出的终审判决对 SAP、SAP SE、其关联企业和分包商造成的损失（或客户达成的任何和解金额）对 SAP 进行补偿。

8.3. Third Party Claim Procedure

第三方索赔程序

All third-party claims under Section 8 shall be conducted as follows:

第 8 节项下的所有第三方索赔均应按以下方式执行：

(a) The party against whom a third-party claim is brought ("**Named Party**") will timely notify the other party ("**Defending Party**") in writing of any claim. The Named Party shall reasonably cooperate in the defense and may appear (at its own expense) through counsel reasonably acceptable to the Defending Party subject to Section (b).
第三方索赔所针对的一方（以下简称"**指定方**"）应及时书面通知另一方（以下简称"**抗辩方**"）任何索赔。指定方应在抗辩过程中予以合理配合，并可依据第(b)小节规定（自费）聘请抗辩方合理接受的律师提供抗辩。

(b) The Defending Party will have the right to fully control the defense.
抗辩方将拥有抗辩的全权控制权。

(c) Any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by the Named Party.
索赔的任何和解结果均不构成指定方的财务赔偿或特定履行义务，或指定方承认债务。

8.4. Exclusive Remedy

排他补救措施

The provisions of Section 8 state the sole, exclusive, and entire liability of the parties, their Affiliates, Business Partners and subcontractors to the other party, and is the other party's sole remedy, with respect to covered third party claims and to the infringement or misappropriation of third party intellectual property rights.

第 8 节规定了协议双方及其关联企业、业务合作伙伴和分包商就本协议项下涉及的第三方索赔及侵犯或盗用第三方知识产权对另一方唯一的、排他性的和全部的责任以及唯一的补救措施。

9. LIMITATION OF LIABILITY

责任限制

9.1. No Liability

无责任

SAP, its licensors or subcontractors will not be responsible or liable under the Agreement:

SAP 及其许可方或分包商将不对协议项下的以下情况负责：

(a) if a Cloud Service is not used in accordance with the Documentation;
云服务的使用不符合文档的规定；

(b) if the defect or liability is caused by Partner, Customer or any third party product or service;
缺陷或责任是由于合作伙伴、客户或任何第三方产品或服务引起的；

(c) if the Cloud Service is used in conjunction with any product or service not provided by SAP;
将云服务与非 SAP 提供的任何产品或服务一起使用；

(d) for any Customer activities not permitted under the Agreement; or
协议项下不允许的任何客户活动；或

(e) for any claims or damages arising from inherently dangerous use of any of the Cloud Services provided under or in connection with the Agreement.
根据本协议或与之相关的内容提供的任何云服务的危险使用而导致的任何索赔或损害。

9.2. No Cap on Liability

无责任限额

Neither party's liability is capped for damages resulting from:

对于因以下各项引起的损害，任何一方的责任均无限额：

(a) the parties' obligations under Sections 8.1.1 or 8.2 (excluding SAP's obligation under Section 8.1.1 where the third party claim(s) relates to Cloud Services not developed by SAP);
双方在第 8.1.1 节或第 8.2 节项下的义务（不包括 SAP 在第 8.1.1 节项下的义务，其中第三方索赔与非 SAP 开发的云服务相关）；

(b) death or bodily injury arising from either party's gross negligence or willful misconduct; or
因任一方的重大过失或有意过错而引起的死亡或人身伤害；或

(c) Customer's unauthorized use of any Cloud Service or any failure by Customer to pay Partner any fees due for the Cloud Services.
客户未经授权使用任何云服务或客户未能向合作伙伴支付任何应付的云服务费用。

9.3. Liability Cap

责任限额

Except as set forth in Section 9.1 and 9.2, the maximum aggregate liability of either party (or its respective Affiliates or SAP's subcontractors) to the other or to any other person or entity for all events (or series of

connected events) arising in any 12-month period will not exceed the annual subscription fees paid by Customer to Partner for the applicable Cloud Service associated with the damages for that 12-month period. Any "12-month period" commences on the Subscription Term start date or any of its yearly anniversaries.

除非第 9.1 和 9.2 节另有规定，对于在任何十二（12）个月期间内发生的所有事件（或一系列相关事件），任何一方（或其相关关联企业或 SAP 的分包商）对另一方或任何其他个人或实体承担的最大责任总额均不得超过针对该十二（12）月期间内客户向合作伙伴支付的与损害相关的相应云服务的年度订阅费用。"十二（12）个月期间"自订阅期开始日期或其任一年度周年日开始。

9.4. Exclusion of Damages

损害免除赔偿

In no case will:

在任何情况下：

(a) either party (or its respective Affiliates or SAP's subcontractors) be liable to the other party for any special, incidental, consequential, or indirect damages, loss of goodwill or business profits, work stoppage or for exemplary or punitive damages; and

任何一方（或其各自的关联企业或 SAP 的分包商）均不就任何特殊的、偶发的、衍生的或间接的损害、商誉或利润损失、停工、惩戒性的或惩罚性损失对另一方承担责任；且

(b) SAP be liable for any damages caused by any Cloud Service provided for no fee.

SAP 不就因任何免费提供的云服务而引起的损害承担责任。

9.5. Extension to Group Members

向集团成员扩展

Any limitations to the liability and obligations of SAP according to this Section 9 will also apply for the benefit of SAP SE and any of its Affiliates and their respective licensors.

第 9 节规定的所有 SAP 责任和义务限制同样也适用于 SAP SE 及其任何关联企业和其各自的许可方的利益。

9.6. SAP will not be obliged to provide an indemnity or damages where Customer has been fully compensated or indemnified for the same loss or damage under its agreement with Partner.

如客户已依据其与合作伙伴的协议就其损失或损害获得充分补偿或赔偿，则 SAP 没有义务就相同的损失或损害提供补偿或赔偿。

10. INTELLECTUAL PROPERTY RIGHTS

知识产权

10.1. SAP Ownership

SAP 所有权

Except for any rights expressly granted to Customer under the Agreement, SAP, SAP SE, their Affiliates or licensors own all Intellectual Property Rights in and any derivative works of:

除协议项下明确授予客户的任何权利外，SAP、SAP SE 及其关联企业或许可方拥有以下各项的所有知识产权及任何衍生作品：

(a) the Cloud Service;

云服务；

(b) SAP Materials;

SAP 材料；

(c) Documentation; and

文档；以及

(d) any services, design contributions, related knowledge or processes, whether or not developed for Customer.

任何服务、设计贡献、相关知识或流程，无论是否是为客户开发的。

Customer shall execute such documentation and take such other steps as is reasonably necessary to secure SAP's or SAP SE's title over such rights.

客户应签署此类文档，并采取合理必要的其他措施，确保 SAP 或 SAP SE 对此类权利的权益。

10.2. Acceptable Use Policy

可接受的使用政策

Unless stated otherwise in the Agreement, Customer (or any third-party acting on its behalf) shall not:

除非协议中另有说明，客户（或代表其行事的任何第三方）不得：

(a) copy, translate, disassemble, decompile, make derivative works, or reverse-engineer the Cloud Service or SAP Materials (or attempt any of the foregoing);

复制、翻译、反汇编、反编译、制作衍生作品或反向工程云服务或 SAP 材料（或尝试上述任何一种）；

(b) enter, store, or transfer any content or data on or via the Cloud Service that is unlawful or infringes any Intellectual Property Rights;

在云服务上或通过云服务输入、存储或传输非法或侵犯任何知识产权的任何内容或数据；

(c) use the Cloud Service or SAP Materials for training, developing, or enhancing machine learning, artificial intelligence models, or similar technologies, except where expressly permitted by SAP;

使用云服务或 SAP 材料训练、开发或增强机器学习、人工智能模型或类似技术，SAP 明确允许的除外；

(d) circumvent or endanger its operation or security of the Cloud Service;

危害或危及云服务的运营或安全；

(e) remove SAP's copyright and authorship notices; or

删除 SAP 的版权和著作权声明；或者

(f) use Cloud Services or SAP Materials in a manner that exceeds the rights granted under the Agreement, including for the purpose of developing, commercializing, or making available any product or service that replicates, simulates, or competes with the Cloud Service or any SAP Materials. For the avoidance of doubt, this shall not curtail Customer's or partners' right to independently develop their own products or services, provided such development does not rely on Cloud Service or SAP Materials.

以超出协议授予的权利的方式使用云服务或 SAP 材料，包括用于开发、商业化或提供任何复制、模拟或与云服务或任何 SAP 材料竞争的产品或服务。为免生疑问，此条款不应限制客户或合作伙伴独立开发其自身产品或服务的权利，前提是此类开发不依赖于云服务或 SAP 材料。

11. CONFIDENTIALITY

保密

11.1. Use of Confidential Information

保密信息的使用

11.1.1. The receiving party shall:

接收方应：

(a) maintain all Confidential Information of the disclosing party in strict confidence, taking steps to protect the disclosing party's Confidential Information substantially similar to those steps that the receiving party takes to protect its own Confidential Information, which shall not be less than a reasonable standard of care;

对披露方的所有保密信息严格保密，采取与接收方保护其自身的机密信息所采取的措施大致相同的措施保护披露方的保密信息，且不得低于合理注意标准；

(b) not disclose or reveal any Confidential Information of the disclosing party to any person other than the Partner and the Representatives whose access is necessary to enable it to exercise its rights or perform its rights or perform its obligations under the Agreement and who are under obligations of confidentiality substantially similar to those in Section 11;

不得向为行使协议项下的权利或履行协议项下的权利或义务而需要获取保密信息，并承担与第 11 节规定的条款大体类似的保密义务的合作伙伴和代表以外的任何人员披露或透露披露方的任何保密信息。

(c) not use or reproduce any Confidential Information of the disclosing party for any purpose outside the scope of the Agreement; and

不得出于协议范围之外的任何目的使用或复制披露方的任何保密信息；以及

(d) retain any and all confidential, internal, or proprietary notices or legends which appear on the original and on any reproductions.

保留原件和任何复制品上出现的任何及所有保密、内部或专有声明或图例。

11.1.2. Customer shall not disclose any information about the Agreement, its terms and conditions, the pricing or any other related facts to any third party.

客户不得向任何第三方披露有关协议、其条款和条件、定价或任何其他相关事实的任何信息。

11.1.3. Confidential Information of either party disclosed prior to execution of the Agreement will be subject to Section 11.

任何一方在签署本协议之前披露的保密信息均受到第 11 节规定的约束。

11.2. Compelled Disclosure

强制性披露

The receiving party may disclose the disclosing party's Confidential Information to the extent required by law, regulation, court order or regulatory agency; provided, that the receiving party required to make such a disclosure uses reasonable efforts to give the disclosing party reasonable prior notice of such required disclosure (to the extent legally permitted) and provides reasonable assistance in contesting the required disclosure, at the request and cost of the disclosing party. The receiving party and its Representatives shall use commercially reasonable efforts to disclose only that portion of the Confidential Information which is legally requested to be disclosed and shall request that all Confidential Information that is so disclosed is accorded confidential treatment.

依照法律、法规、法院指令或监管机构的要求，接收方可以披露披露方的保密信息，但前提是，被要求进行此类披露的接收方应尽合理努力就此类披露事宜事先向披露方发出合理的通知（在法律允许的范围内），并在披露方要求和承担相关费用的情况下，就对此类披露要求进行抗辩提供合理的协助。接收方及其代表应尽商业上合理的努力，仅披露法律要求披露的部分保密信息，并应要求对就此披露的所有保密信息给予保密处理。

11.3. Exceptions

例外情形

The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that:

有关保密信息的使用或披露的限制条款不适用于以下任何保密信息：

(a) is independently developed by the receiving party without reference to the disclosing party’s Confidential Information;

在未使用披露方的保密信息的情况下，由接收方独立开发的信息；

(b) has become generally known or available to the public through no act or omission by the receiving party;

非因接收方的不作为或疏忽而已为公众所知或已普遍公开的信息；

(c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions;

在披露之时已为接收方所知且不受保密限制的保密信息；

(d) is lawfully acquired free of restriction by the receiving party from a third party having the right to furnish such Confidential Information; or

从有权提供该等保密信息的第三方处合法获得且不受接收方任何限制的信息；或

(e) the disclosing party agrees in writing is free of confidentiality restrictions.

披露方书面同意免除保密限制的信息。

11.4. Destruction and Return of Confidential Information

保密信息的销毁和归还

Upon the disclosing party's request, the receiving party shall promptly destroy or return the disclosing party's Confidential Information, including copies and reproductions of it. The obligation to destroy or return Confidential Information shall not apply:

应披露方要求，接收方应立即将包含披露方保密信息的副本和复制品销毁或归还。销毁或归还保密信息的义务不适用于以下情形：

(a) if legal proceedings related to the Confidential Information prohibit its return or destruction, until the proceedings are settled or a final judgment is rendered;

与保密信息有关的法律诉讼程序禁止归还或销毁，直到诉讼得到解决或作出最终判决；

(b) to Confidential Information held in archive or back-up systems under general systems archiving or backup policies; or

根据一般系统归档或备份政策，保密信息已保存在归档或备份系统中；或

(c) to Confidential Information the receiving party is legally entitled or required to retain.

接收方依法有权或要求保留保密信息。

12. FEEDBACK

反馈

Customer may at its sole discretion and option provide SAP (directly or via Partner) with Feedback. In such instance, SAP, SAP SE and its Affiliates may in their sole discretion retain and freely use, incorporate or otherwise exploit such Feedback without restriction, compensation or attribution to the source of the Feedback.

客户可自行决定向 SAP（直接或通过合作伙伴）提供反馈。在此类情况下，SAP、SAP SE 及其关联企业可自行决定保留和自由使用、合并或以其他方式利用此类反馈，不受限制、无需提供报酬或注明反馈来源。

13. MISCELLANEOUS

其他条款

13.1. Retention of Data

数据保留

With regard to business transactions covered by the Agreement, Customer must retain any records for a period of 10 years starting on 1st of January of the year following the year during which the data was transmitted or otherwise transferred, or for the minimum period prescribed by applicable law. In addition, Customer must maintain current, complete, and accurate reports on all of SAP's Confidential Information in its possession or in the possession of its Representatives.

对于本协议所涵盖之商业交易，客户必须将所有记录保留十年时间（从传输或以其他方式转移数据后下一年的 1 月 1 日算起）或适用的法律规定的最短期限。此外，客户必须保留有关其掌握或其代表掌握的所有 SAP 保密信息的完整且准确的最新报告。

13.2. Severability

可分割性

If any provision of the Agreement is held to be wholly or in part invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.

如协议的任何条款被裁定为全部或部分无效或不可执行，则该无效或不可执行不会影响协议的其他条款。

13.3. No Waiver

无弃权

A waiver of any breach of the Agreement is not deemed a waiver of any other breach.

对任何违反协议规定的行为放弃追究的权利不应视为对任何其他违约行为放弃追究的权利。

13.4. Electronic Signature

电子签名

Electronic signatures that comply with applicable law are deemed original signatures.

遵守适用法律的电子签名应视为原始签名。

13.5. Trade Compliance

贸易合规性

13.5.1. Each Cloud Service, Documentation and SAP Materials are subject to Export Laws. SAP and Customer shall comply with Export Laws in the performance of the Agreement. Customer, its Affiliates, and Authorized Users shall not use, directly or indirectly export, re-export, release, or transfer the Cloud Service, Documentation or SAP Materials in violation of Export Laws. Customer may not permit the use of the Cloud Service, Documentation or SAP Materials to any end user with whom transactions are prohibited by Export Laws. Customer, its Affiliates, and Authorized Users shall not access nor use the Cloud Service, Documentation or SAP Materials in or from any country or region in which SAP products and services are not available for use, direct or indirect export, re-export, release or transfer, as listed on https://www.sap.com/about/agreements/export-statements.html.

各项云服务、文档和 SAP 材料均受出口法律的约束。SAP 和客户在履行协议时应遵守出口法律。客户、其关联企业和授权用户不得在违反出口法律的情况下直接或间接使用、出口、再出口、发布或转让云服务、文档或 SAP 材料。客户不得允许出口法律禁止与之进行交易的任何最终用户使用云服务、文档或 SAP 材料。客户、其关联企业和授权用户不得在或从 SAP 产品和服务不可使用、直接或间接出口、再出口、发布或转让的任何国家或地区访问或使用云服务、文档或 SAP 材料，这些国家或地区详见 https://www.sap.com/about/agreements/export-statements.html。

13.5.2. Upon SAP's request, Customer shall provide information and documents necessary to support SAP in obtaining an export authorization for the provisioning of the Cloud Service, Documentation and/or SAP Materials. Upon written notice to Customer, SAP may terminate the Cloud EULA Acceptance Form for the affected Cloud Service if Export Laws prohibit SAP from providing the Cloud Service, Documentation or SAP Materials to Customer.

应 SAP 要求，客户应提供必要的信息和文档，支持 SAP 获得提供云服务、文档和/或 SAP 材料所需的出口授权。若出口法律禁止 SAP 向客户提供云服务、文档或 SAP 材料，在向客户发出书面通知后，SAP 可终止受影响云服务的云 EULA 认可书。

Customer is solely responsible for compliance with Export Laws related to Customer Data, including obtaining any required export authorizations for Customer Data.

客户全权负责遵守与客户数据相关的出口法律，包括针对客户数据获得任何必要的出口授权。

13.6. Notices

通知

All notices will be in writing and given when delivered to the address set forth in a Cloud EULA Acceptance Form. Notices from SAP to Customer may be in the form of an electronic notice to Customer's authorized

representative or administrator. SAP may provide notice of modifications to the Cloud Service under Section 3.4.2 via Documentation, release notes or publication. System notifications and information from SAP relating to the operation, hosting or support of the Cloud Service can also be provided within the Cloud Service, or made available via the SAP Support Portal. Notices from Customer to SAP may also be in the form of an electronic notice where SAP provides Customer with access to the SAP for Me digital customer portal (or its successor)..

所有通知均在以书面形式递送至云 EULA 认可书中规定的地址时视为送达。SAP 向客户发出的通知可以采用电子通知的形式发送给客户的授权代表或管理员。SAP 可以通过文档、发行说明或出版物提供第 3.4.2 节中云服务的修改通知。SAP 提供的与云服务运营、托管或支持有关的系统通知和信息也可以在云服务中提供，或通过 SAP Support Portal [支持门户]提供。若 SAP 为客户提供访问 SAP for Me 数字客户门户（或其后继平台）的访问权限，则客户向 SAP 发出的通知亦可采用电子通知的形式。

13.7. Assignment

转让

Without SAP's prior written consent, Customer may not assign or transfer the Agreement (or any of its rights or obligations) to any party. SAP may assign the Agreement to SAP SE or any of its Affiliates.

未经 SAP 事先书面同意，客户不得将协议（或其任何权利或义务）转移或让与任何一方。SAP 可将协议转让给 SAP SE 或其任一关联企业。

13.8. Subcontracting

分包

SAP may subcontract parts of the Cloud Service to third parties. SAP is responsible for breaches of the Agreement caused by its subcontractors.

SAP 可能会将部分云服务分包给第三方。SAP 应对其分包商违反协议的行为承担责任。

13.9. Relationship of the Parties

双方关系

The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by the Agreement.

协议双方为独立的签约方，且协议不构成协议双方间任何的合作伙伴、特许、合资、代理、信托或雇佣关系。

13.10. Force Majeure

不可抗力

Neither party shall be held responsible (other than for the payment of amounts due) if the fulfilment of any terms or provisions of this Agreement are delayed or prevented by revolutions or other disorders, wars, acts of enemies, strikes, fires, floods, acts of God, or without limiting the foregoing, by any other cause not within the control of the party whose performance is interfered with, and with exercise of reasonable diligence, the party is unable to prevent, whether of the class of causes herein enumerated or not.

如因革命或其他动乱、战争、敌人的行为、罢工、火灾、洪水、天灾，或在不限制前述规定的情况下，由于其履行受到干扰的一方无法控制的其他原因，且该方经合理努力后仍无法阻止（无论是否属于本协议列举的原因类别）而使任一方延误履行或不履行本协议的条款和规定，则双方均不承担责任（到期款项之支付义务除外）。

In the event conditions beyond the performing party's reasonable control render the Cloud Service unavailable for more than 30 consecutive days, the other party may terminate the Agreement upon written notice to the performing party and to Partner.

如因履约方无法合理控制的情况而导致云服务连续三十（30）天以上不可用，则另一方可在书面通知履约方和合作伙伴后终止协议。

13.11. Governing Law

管辖法律

The Agreement and any claims (including any non-contractual claims) arising out of or in connection with this Agreement and its subject matter will be governed by and construed under the laws of the People's Republic of China (for purpose of the Agreement only, excluding laws and regulations of the Hong Kong Special Administrative Region, laws and regulations of the Macao Special Administrative Region and relevant regulations of Taiwan). The United Nations Convention on Contracts for the International Sale of Goods and any conflicts of law principles and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement.

协议以及因本协议及其主旨产生或与本协议有关的任何索赔（包括任何非合同索赔）均应受中华人民共和国法律（仅为本协议之目的，不包括香港特别行政区法律法规、澳门特别行政区法律法规和中国台湾地区有关规定）的管辖并据此做出解释。《联合国国际货物销售合同公约》及任何冲突法原则和《统一计算机信息交易法案》（若实施）不适用于本协议。

13.12. Jurisdiction and Mandatory Venue

管辖权和强制管辖地

The parties submit to the exclusive jurisdiction of the courts where SAP is located. The parties waive any objections to the venue or jurisdictions identified in this provision. The mandatory, sole and exclusive venue, place or forum for any disputes arising from the Agreement (including any dispute regarding the existence, validity or termination of the Agreement) shall be the courts where SAP is located.

双方同意接受 SAP 住所地有管辖权的法院管辖。双方放弃就本条款所规定的管辖和审判法院提出异议的权利。因本协议所产生的纠纷（包括关于协议的成立、生效或终止）将受到 SAP 住所地法院的强制性、唯一性和排他性管辖。

13.13. Entire Agreement

完整协议

The Agreement constitutes the complete and exclusive statement of the agreement between SAP and Customer in connection with the parties' business relationship related to the subject matter of the Agreement. All previous representations, discussions, and writings (including any confidentiality agreements) are merged in and superseded by the Agreement and the parties disclaim any reliance on them. The Agreement may be modified solely in writing signed by both parties, except as permitted under Section 3.4. Terms and conditions of any Customer-issued purchase order shall have no force and effect, even if SAP accepts or does not otherwise reject the purchase order.

本协议构成SAP与客户就协议主旨所达成的有关双方商业关系的协议的完整且唯一的声明。之前的一切陈述、磋商与文书（包括任何保密协议）均已并入本协议并由本协议替代，且双方声明不再依赖任何此类陈述、磋商与文书。除第 3.4 节中允许的范围外，本协议惟经双方书面签署方可进行修改。客户签发的任何采购订单中的条款和条件不具备任何效力，即使 SAP 接受或未以其他形式拒绝该采购订单，也是如此。

13.14. Governing Language

准据语言

This Agreement is prepared in English and Chinese languages. In the case of any conflict or inconsistency, the Chinese language version shall prevail.

本协议以中英文书就。两种文本如有抵触或不一致之处，以中文文本为准。