**END USER LICENSE AGREEMENT (FOR SAP ON PREMISE INDIRECT SALES)**
**最终用户许可协议（用于 SAP 本地部署间接销售）**
**("EULA")**
**（以下简称“EULA”）**

## 1. DEFINITIONS

**定义**

1.1. “**Add-on**” means any development that adds new and independent functionality, but does not modify existing SAP functionality, and is developed using SAP application programming interfaces or other SAP code that allows other software products to communicate with or call on SAP Software.

**“扩展组件”**是指用于增加独立新功能的任何开发，此类开发不会修改现有的 SAP 功能，并使用 SAP 应用程序编程接口或者支持其他软件产品与 SAP 软件通信或调用 SAP 软件的其他 SAP 代码开发而成。

1.2. “**Affiliate**” means any legal entity in which SAP SE or Customer, directly or indirectly, holds more than 50% of the entity's share or voting rights. Any legal entity will be considered an Affiliate for only such time 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。任何法人实体仅在该权益维持期间被视为一家关联企业。

1.3. “**Agreement**” means the agreement as defined in the applicable EULA Acceptance Form.

**“协议”**是指适用的 EULA 认可书中定义的协议。

1.4. “**Business Partner**” means a legal entity that requires access to the Software 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”**是指需要访问软件来运营客户及其关联企业内部业务的法人实体。其中可能包括客户及其关联企业的客户、分销商、服务提供商或供应商。

1.5. “**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; including, without limitation, information from, about or concerning any third party that is disclosed under this Agreement.

**“保密信息”**是指披露方保护不受限制地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指定为保密的、内部的或专有的信息，或者在披露时考虑到信息的性质及其披露的情形应被合理地理解为具有保密性的信息；包括但不限于依据本协议披露的来自于、关于或涉及任何第三方的信息。

In addition, Confidential Information means, with respect to Customer, Customer’s marketing and business plans and/or financial information, and with respect to SAP:

此外，就客户而言，保密信息是指客户的营销和业务计划和/或财务信息，就 SAP 而言，则是指：

(a) the Software, Documentation and other SAP Materials, including without limitation the following information regarding the Software:

软件和文档以及其他 SAP 材料，包括但不限于与软件有关的以下信息：

i. computer software (object and source codes), programming techniques and programming concepts, methods of processing, system designs embodied in the Software;

软件中包含的计算机软件（目标代码和源代码）、编程技术和编程概念、处理方法、系统设计；

ii. benchmark results, manuals, program listings, data structures, flow charts, logic diagrams, functional specifications, file formats; and

基准结果、指南、程序列表、数据结构、流程图、逻辑图、功能说明、文件格式；以及

iii. discoveries, inventions, concepts, designs, documentation, product specifications, application program interface specifications, techniques and processes relating to the Software;与软件相关的发现、发明、概念、设计、文件、产品说明书、应用程序接口规范，以及技术和流程；

(b) the research and development or investigations of SAP; and

SAP 的研发或调研数据；以及

(c) product offerings, content partners, product pricing, product availability, technical drawings, algorithms, processes, ideas, techniques, formulas, data, schematics, trade secrets, know-how, improvements, marketing plans, forecasts and strategies.

产品供应、内容合作伙伴、产品定价、产品可用性、技术设计图、算法、工序、理念、工艺、程式、数据、图表、商业秘密、技术秘密、改进、营销计划、预测与战略。

1.6. "**Customer**" means the end user who is further identified in the EULA Acceptance Form as "Customer" or "End User".

**"客户"**是指在 EULA 认可书中进一步确认为"客户"或"最终用户"的最终用户。

1.7. "**Designated Unit**" means information technology devices (e.g. hard disks or central processing units) identified by Customer or Partner pursuant to or in connection with the Agreement that have been previously approved by SAP or otherwise officially made known to the public as appropriate for Use or interoperation with the Software.

"**指定装置**"是指客户或合作伙伴依据本协议或本协议相关规定指定，且经 SAP 事先核准或经正式公告为适合与软件配合使用或交互操作的信息技术设备（如硬盘或中央处理器）。

1.8. "**Documentation**" means SAP's then-current technical and functional documentation, relating to the licensed Software located at https://help.sap.com or which is made available by SAP either indirectly via Partner or directly to Customer as part of the Software.

"**文档**"是指与 SAP 届时有效的技术性和功能性文档，该文档与位于 https://help.sap.com 上的许可软件有关，或者由 SAP 通过合作伙伴间接或作为软件的一部分直接提供给客户。

1.9. "**EULA Acceptance Form**" means the "Acceptance Form for End User License Agreement (for SAP On Premise indirect sales)" concluded between SAP and Customer that references the EULA.

"**EULA 认可书**"是指 SAP 与客户之间达成的引用 EULA"最终用户许可协议认可书（用于 SAP 本地部署间接销售）"。

1.10. "**EUMA**" means the "Order Form for SAP Software Support" which sets out the terms and conditions under which SAP provides support to customers.

"**EUMA**"是指规定了 SAP 向客户提供支持所依据的条款和条件的 "SAP 软件支持订购单"。

1.11. "**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。

1.12. "**Feedback**" means input, comments or suggestions regarding SAP's business and technology direction or the possible creation, modification, correction, improvement or enhancement of the Software or SAP Delivered Support.

"**反馈**"是指与 SAP 的业务和技术方向或软件或 SAP 交付支持可能进行的创建、修改、更正、改进或增强有关的看法、意见或建议。

1.13. "**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。

1.14. “**Modification**” means:

“**修改**”是指：

(a) a change to the delivered source code or metadata;
对已交付的源代码或元数据的变更；

(b) any development, other than a change to the delivered source code or metadata, that customizes, enhances, or changes existing functionality of the Software including, but not limited to, the creation of any new application program interfaces alternative user interfaces or the extension of SAP data structures; or
对已交付的源代码或元数据的变更以外的任何开发，此类开发对软件的现有功能进行定制、增强或变更，包括但不限于创建任何新的应用程序接口、备用用户接口或 SAP 数据结构的扩展；或

(c) any other change to the Software (other than an Add-on) utilizing or incorporating any SAP Materials.
运用或结合使用任何 SAP 材料对软件（除扩展组件以外）进行的任何其他变更。

1.15. “**Partner**” is defined in the EULA Acceptance Form.

**“合作伙伴”**定义请参见 EULA 认可书。

1.16. “**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。

1.17. “**SAP Delivered Support**” means SAP’s support offering to directly provide support to customers subject to the terms and conditions set out in the EUMA.

“**SAP 交付支持**”是指 SAP 根据 EUMA 中规定的条款和条件向客户直接提供的支持。

1.18. “**SAP Materials**” means any software, programs, tools, systems, data or other materials (including statistical reports) provided, developed or made available directly by SAP or via Partner (independently or with Customer’s or Partner’s cooperation) in the course of performance under the Agreement. This includes but is not limited to, the Software and Documentation delivered to Customer. SAP Materials do not include Customer Confidential Information.

“**SAP 材料**”是指在履行协议过程中由 SAP 直接或通过合作伙伴（独立或与客户或合作伙伴合作）提供或开发的任何软件、程序、工具、系统、数据或其他材料（包括统计报告）。这包括但不限于向客户交付的软件和文档。SAP 材料不包括客户保密信息。

1.19. “**SAP SE**” means SAP SE, the parent company of SAP.

“**SAP SE**”是指 SAP 的母公司 SAP SE。

1.20. “**Software**” means:

“**软件**”是指：

(a) any and all software products licensed and delivered to Customer under the EULA Acceptance Form;
依据 EULA 认可书许可并交付给客户的任何及所有软件产品；

(b) any new releases, updates or versions thereof, made available under the Agreement; and
依据本协议提供的前述产品的任何新发布、更新或版本；以及

(c) any complete or partial copies of any of the foregoing.

前述任一产品的任何完整副本或部分副本。

1.21. "**Third Party Software**" means:

"**第三方软件**"是指：

(a) any and all software products licensed and delivered to Customer under the Agreement identified as a third party product in the EULA Acceptance Form;

依据协议许可并交付给客户的、在 EULA 认可书中规定为第三方产品的任何及所有软件产品；

(b) any new releases, updates or versions thereof, made available; and

提供的前述产品和内容的任何新发布、更新或版本；以及

(c) any complete or partial copies of any of the foregoing.

前述任一产品的任何完整副本或部分副本。

1.22. "**Use**" means to activate the processing capabilities of the Software, load, execute, access, employ the Software, or display information resulting from such capabilities.

"**使用**"是指激活软件的处理功能，加载、执行、访问、利用软件，或显示通过这些功能取得的信息。

## 2. USE RIGHTS AND RESTRICTIONS

**使用权利和限制**

2.1. Grant of Rights

权利的授予

2.1.1. SAP grants to Customer a non-exclusive, non-transferable, perpetual (except for subscription based licenses) license to Use the Software, and other SAP Materials at specified site(s) solely for Customer's and its Affiliates' internal business operations (including customer back-up and passive disaster recovery) and to provide internal training and testing for such internal business operations, unless terminated in accordance with the terms of the Agreement. Customer may Use the Software and other SAP Materials world-wide, except from countries where such use is prohibited by Export laws.

SAP 授予客户一项非独占的、不可转让的永久性（基于订阅的许可除外）的许可，允许其仅出于开展客户及其关联企业的内部业务运营（包括客户备份和被动灾难恢复）之目的在规定地点使用软件和其他 SAP 材料，并就此类内部业务运营提供内部培训和测试，根据协议条款予以终止的除外。客户可以在全球范围内使用软件和其他 SAP 材料，但出口法律禁止此类使用的国家/地区除外。

2.1.2. Customer may permit Business Partners to Use Software through screen access only, solely in conjunction with Customer's Use, and may not Use Software to run any of Business Partners' business operations. Customer is responsible for breaches of the Agreement caused by Business Partners.

客户仅可允许业务合作伙伴通过屏幕访问的方式使用软件，且仅与客户的使用一同进行，但不允许使用软件开展业务合作伙伴的任何业务运营。客户应对业务合作伙伴违反协议的行为承担责任。

2.1.3. Customer shall not:

客户不得：

(a) use SAP Materials to provide services to third parties (e.g., business process outsourcing, service bureau applications or third party training) other than to Affiliates (subject to Section 2.2);

使用 SAP 材料向关联企业（根据第 2.2 节的规定）以外的第三方提供服务（例如业务流程外包、服务机构应用程序或第三方培训）；

(b) lease, loan, resell, sublicense or otherwise distribute the SAP Materials, other than distribution to Affiliates (subject to Section 2.2);

除向关联企业（根据第 2.2 节的规定）分发以外，对 SAP 材料进行出租、出借、转售、再许可或以其他方式进行分发；

(c) distribute or publish keycode(s);

分发或公布密钥；

(d) make any Use of or perform any acts with respect to the SAP Materials other than as expressly permitted in accordance with the terms of the Agreement;

以协议条款明确允许的方式以外的其他方式对 SAP 材料进行使用或处理；

(e) use Software components other than those specifically identified in the EULA Acceptance Form, even if it is also technically possible for Customer to access such components.

使用 EULA 认可书中明确规定的软件组件以外的其他软件及组件，即使客户在技术上能够实现对此类组件的访问。

2.1.4. Customer agrees to install the Software only on Designated Units located at Customer's facilities and in Customer's direct possession. With advance written notice to SAP, the information technology devices may also be located in the facilities of an Affiliate and be in the Affiliate's direct possession. Customer must be appropriately licensed as stated in the Use Terms for any individuals that Use the Software, including employees or agents of Affiliates and Business Partners. Use may occur by way of an interface delivered with or as a part of the Software, a Customer or third party interface, or another intermediary system. If Customer receives licensed Software that replaces previously licensed Software, its rights under the Agreement with regard to the previously licensed Software end when it deploys the replacement Software for Use on productive systems following a reasonable testing period. At the date the rights to the previously licensed Software end, Customer shall comply with Section 5.2 of the EULA with respect to such previously licensed Software.

客户同意，仅在位于客户所在地的指定装置中安装软件并由客户直接拥有。经事先书面通知 SAP，信息技术设备也可位于关联企业所在地并由关联企业直接拥有。客户须为使用软件的任何个人，包括关联企业和业务合作伙伴的员工或代理，取得使用条款中所述的适当许可。使用可经由与软件一同交付或作为软件一部分交付的接口、客户或第三方接口或其他中间系统进行。如果客户收到替代先前已许可软件的新许可软件，则在一段合理的测试期后，客户在协议下针对先前许可软件的权利将在替换软件部署在生产系统上以供使用时终止。在先前已许可软件的权利终止之日，客户应遵守 EULA 第 5.2 节中有关此类先前已许可软件的规定。

2.2. Affiliate Use

关联公司的使用

2.2.1. Affiliates' Use of the Software and other SAP Materials (applicable to the Software) to run their internal business operations as permitted under Section 2.1.1 is subject to the following:

关联企业依据第 2.1.1 节的规定使用软件和其他 SAP 材料（适用于软件）开展其内部业务运营时须遵守以下条件：

(a) Customer ensures that the Affiliate agrees in writing to comply with the terms of the Agreement; and

客户确保关联企业以书面形式同意遵守协议条款；以及

(b) a breach of the terms of the Agreement by Affiliate shall be considered a breach by Customer.

关联企业违反协议条款应视为客户违反协议。

2.2.2. If Customer has an Affiliate with a separate software license or SAP support agreement with SAP SE, any SAP SE Affiliate (including SAP) or any partner of SAP ("**Separate Agreement**"), the Software must not be Used to run such Affiliate's business operations even if the Separate Agreement has expired or is terminated.

如客户的关联企业与 SAP SE、任何 SAP SE 关联企业（包括 SAP）或 SAP 的任何合作伙伴签订了单独的软件许可或SAP支持协议（以下简称"**单独协议**"），则软件不得用于开展此类关联企业的业务运营，即使单独协议期限已届满或终止。

2.3. Verification

验证

2.3.1. SAP may audit (at least once annually) Customer's usage of the SAP Materials. Audits may be at Customer's site or remote. Customer shall cooperate reasonably with audits. Customer can conduct the measurement itself using the unaltered tools and self-declaration forms provided by SAP for that purpose. The self-declaration

form is to be completed independently of technical measurement. The result of the measurement is to be transmitted online via the interfaces from Customer's system(s) to SAP, or in a machine-readable format according to instruction provided by SAP.

SAP 可以对客户使用 SAP 材料的情况进行审计（至少每年一次）。审计可能在客户现场或远程进行。开展审计时，客户应给予合理配合。客户可以使用 SAP 为此目的提供的未经变更的工具和自行申报表单自行执行评估。自行申报表单独立于技术评估而完成。根据 SAP 提供的指示，评估结果将通过接口或以机器可读的格式从客户的系统在线传输至 SAP。

2.3.2. If an audit reveals that:

如审计结果表明：

(a) Customer underpaid license fees or SAP support fees; or

客户未支付足够的许可费用或 SAP 支持费用；或

(b) Customer has Used the Software in excess of the license quantities or levels stated in the EULA Acceptance Form;

客户对软件的使用已超过 EULA 认可书中规定的 EULA 许可数量或等级；

then Customer shall pay such underpaid fees or for such excess usage based on the SAP price list in effect at the time of the audit. Customer shall order the Software license quantities or levels used in excess from the Partner or SAP and execute an additional EULA Acceptance Form to affect the required licensing of any additional quantities or levels.

则客户应支付前述未足额支付的费用或根据审计时届时有效的 SAP 价目表就前述超量使用支付费用。客户应向合作伙伴或 SAP 订购超量使用的软件许可数量或等级，并签署额外的 EULA 认可书，以获得任何额外数量或等级所需的许可。

2.3.3. If the audit results indicate usage in excess of the licensed quantities or levels, then reasonable costs of SAP's audit shall be paid by Customer, if any. SAP reserves all rights at law and under the Agreement with respect to both Customer's underpayment of license fees or SAP support fees and usage in excess of the license quantities or levels. SAP may delegate to Partner or request Partner to perform any of the rights listed under Section 2.3.

如审计结果显示使用超出许可数量或等级，则客户应支付 SAP 审计的合理支出（如有）。针对客户不足额支付许可费或 SAP 支持费用以及超出许可数量或等级的使用行为，SAP 保留一切法律规定及合同约定的权利。SAP 可授权合作伙伴或要求合作伙伴行使第 2.3 节中所述的任何权利。

## 3. MODIFICATIONS AND ADD-ONS

**修改和扩展组件**

3.1. Rules and Requirements for Modifications and Add-ons

修改和扩展组件的规则和要求

3.1.1. Customer may make Modifications and Add-ons to the Software (excluding Third Party Software) and shall be permitted to use Modifications and Add-ons with the Software (excluding Third Party Software) in accordance with Section 2.1 and this Section 3.

客户可以对软件（第三方软件除外）作出修改和开发扩展组件，并应依据第 2.1 节和本节（第 3 节）的规定，将修改和扩展组件与软件（第三方软件除外）结合使用。

3.1.2. Customer shall comply with SAP's registration procedure prior to making Modifications or Add-ons. All Modifications and all rights associated therewith shall be the exclusive property of SAP, SAP SE or its or their licensors. All Add-ons developed by SAP (either independently or jointly with Customer) and all rights associated therewith shall be the exclusive property of SAP, SAP SE or its or their licensors. Customer agrees to execute those documents reasonably necessary to secure SAP's rights in the foregoing Modifications and Add-ons. All Add-ons developed by or on behalf of Customer without SAP's participation ("**Customer Add-on**"), and all rights associated therewith, shall be the exclusive property of Customer subject to SAP's rights in

and to the Software and other SAP Materials; provided, Customer shall not commercialize, market, distribute, license, sublicense, transfer, assign or otherwise alienate any such Customer Add-ons. SAP retains the right to independently develop its own Modifications or Add-ons to the Software, and Customer 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.

客户在做出修改或开发扩展组件之前应遵循 SAP 的登记程序。所有修改及与之相关的全部权利均应归 SAP、SAP SE 或其许可方所有。SAP（独立或与客户共同）开发的所有扩展组件及与之相关的全部权利均应为 SAP、SAP SE 或其许可方的专有财产。客户同意签署为确保 SAP 享有前述修改和扩展组件之权利合理所需的所有文件。在 SAP 未参与的情况下，由客户开发或代表客户开发的所有扩展组件（以下简称**"客户扩展组件"**）及与之相关的全部权利均应为客户的专有财产，但须以 SAP 对软件和其他 SAP 材料的权利为基础；且前提是，客户不得对任何此类客户扩展组件进行商业化、营销、分销、许可、分许可、转让或以其他方式让渡。SAP 保留独立开发其自有软件修改或扩展组件的权利，且客户同意不会采取任何可能会限制 SAP 销售、转让、许可或使用其自有软件或软件修改和扩展组件的行为。

3.1.3. Any Modification developed by or on behalf of Customer without SAP's participation or Customer Add-on must not (and subject to other limitations in the EULA):

在 SAP 未参与的情况下，由客户开发或代表客户开发的任何修改或客户扩展组件不得（且受到 EULA 中其他限制的约束）：

(a) enable bypassing or circumventing any of the restrictions set forth in the Agreement or provide Customer with access to the Software to which Customer is not directly licensed;

支持绕过或规避协议中的任何限制性规定，或向客户提供客户未直接取得许可的软件的访问权；

(b) nor unreasonably impair, degrade or reduce the performance or security of the Software; or

不合理地削弱、降低或减少软件的性能或安全性；或

(c) nor render or provide any information concerning SAP software license terms, Software, or any other information related to SAP Materials.

给予或提供与 SAP 软件许可条款相关的任何信息、软件或与 SAP 材料相关的任何其他信息。

3.2. Customer Covenant

客户承诺

Customer covenants, on behalf of itself and its successors and assigns, not to assert against SAP or its Affiliates, or their resellers, distributors, suppliers, commercial partners and customers, any rights in any:

客户代表其自身及其继受人和受让人承诺，不就以下内容向 SAP 或其关联企业、或其经销商、分销商、供应商、商业伙伴和客户主张任何权利：

(a) Customer Add-ons or Modifications; or

客户扩展组件或修改；或

(b) other functionality of the SAP Software accessed by such Customer Add-ons or Modifications.

此类客户扩展组件或修改所访问的 SAP 软件的其他功能。

## 4. DELIVERY

**交付**

SAP makes the Software available for download from a network at its own cost and Customer is responsible for the cost of downloading the Software.

SAP 自付费用提供软件的网络下载，客户负责自费下载软件。

## 5. TERM AND TERMINATION

**期限和终止**

5.1. Term

期限

This Agreement and the license granted hereunder become effective on the Effective Date specified in the EULA Acceptance Form and shall remain in effect thereafter unless terminated in accordance with the EULA.

本协议以及本协议项下授予的许可于 EULA 认可书中规定的生效日期起生效，除非依据 EULA 予以终止，否则应一直有效。

5.2. Termination of the Agreement

协议的终止

5.2.1. The Agreement may be terminated:

协议可在以下情况下终止：

(a) 30 days after Customer gives SAP written notice of Customer's direction to terminate this Agreement, for any reason;

在客户向 SAP 发出因任何原因终止本协议的书面通知后的三十（30）天；

(b) 30 days after SAP gives Customer written notice of Customer's material breach of any provision of the Agreement unless Customer has cured such breach during such 30-day period;

SAP 就客户严重违反协议的任何条款向客户发出书面通知后的三十（30）天，除非客户已在此三十（30）天期限内纠正此类违约行为；

(c) immediately if Customer files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or a petition for the opening of insolvency proceedings or similar proceedings if filed against the Customer.

如客户申请破产、无力偿还债务或为债权人利益进行转让，或针对客户申请启动破产程序或类似程序，则协议立即终止。

5.2.2. SAP may terminate the Agreement immediately if Customer breaches Sections 9, 10, 12.5 or 12.7.

如客户违反第 9 节、第 10 节、第 12.5 节或第 12.7 节的规定，则 SAP 可以立即终止协议。

5.2.3. For the avoidance of any doubt, termination of this Agreement shall strictly apply to all Software licensed under the Agreement, its appendices, schedules, addenda and order documents and any partial termination of the Agreement by Customer shall not be permitted in respect of any part of the Agreement, its appendices, schedules, addenda, order documents.

为避免疑义，本协议的终止应严格适用于协议及其附录、协议、附件和订单凭证项下许可的所有软件，并且客户不得就协议及其附录、协议、附件和订单凭证的任何部分对本协议进行部分终止。

5.3. Effect of Termination

终止的效力

Upon any termination hereunder, Customer and its Affiliates shall immediately cease Use of all SAP Materials and Confidential Information. Within 30 days after any termination, Customer shall irretrievably destroy or upon SAP's request deliver to SAP all copies of the SAP Materials and Confidential Information in every form, except to the extent it is legally required to keep it for a longer period in which case such return or destruction shall occur at the end of such period. Customer must certify to SAP in writing that it has satisfied its obligations under Section 5.3. Customer agrees to certify in writing to SAP that it and each of its Affiliates has performed the foregoing. In the event of any termination hereunder, Customer shall not be entitled to any refund from SAP of any payments made by Customer under the Agreement. Termination shall not relieve Customer from its obligation to pay fees that remain unpaid.

根据本协议中的规定终止本协议后，客户及其关联企业应当立即停止使用所有 SAP 材料和保密信息。本协议终止后三十（30）日内，客户应彻底销毁或应 SAP 的要求向 SAP 交付 SAP 材料和保密信息任何形式的所有副本，除非法律要求保存更长期限，在此情况下，前述返还或销毁行为应在该期限届满时做出。客户必须以书面形式向 SAP 证明客户已经履行第 5.3 节规定的义务。客户同意以书面形式向 SAP 证明客户及其关联企业均已

履行前述义务。一旦本协议终止，客户无权要求SAP退还其依据本协议支付的任何款项。终止不应免除客户支付未付费用的义务。

5.4. Survival

存续

Sections 1, 2.3, 5.3, 5.4, 6, 7, 8, 9, 10, 11, and 12 will survive the expiry or termination of the Agreement.

第 1、2.3、5.3、5.4、6、7、8、9、10、11 和 12 节的规定在协议有效期届满或终止后继续有效。

**6. WARRANTY**

**保证**

6.1. SAP warrants that the Software will substantially conform to the specifications contained in the Documentation for 6 months following delivery of the Software. The warranty shall not apply:

SAP 保证于交付软件后的六（6）个月内，软件在实质上符合文档中所规定的规格。下列情形不适用保证：

(a) if the Software is not used in accordance with the Documentation;

未按照文档使用软件；

(b) if the defect is caused by a Modification or Add-on (other than a Modification or Add-on made by SAP and which is provided through SAP support or under warranty), Partner, Customer, another third party, third party software, third party database or any other software not distributed by SAP; or

缺陷是由修改或扩展组件（SAP 所做的修改或开发的扩展组件并通过 SAP 支持或根据保证条款提供的除外）、合作伙伴、客户、其他第三方、第三方软件、第三方数据库或任何其他非SAP提供的软件引起的；或

(c) to any Customer unlicensed activities.

任何客户未经许可的活动。

6.2. SAP does not warrant that the Software will operate uninterrupted or that it will be free from minor defects or errors that do not materially affect such performance, or that the applications contained in the Software are designed to meet all of Customer's business requirements.

SAP 不保证软件能不间断运行，不保证软件完全没有不会对软件性能产生实质影响的小瑕疵或错误，亦不保证软件中包含的应用程序是为符合客户之一切业务要求而设计的。

6.3. Provided Customer notifies SAP in writing with a specific description of the Software's nonconformance within the warranty period and SAP validates the existence of such nonconformance, SAP will, at its option:

若客户在保证期内将软件不符合要求的具体说明书面通知 SAP 且经 SAP 证实的确存在此类不符合要求的情形，则 SAP 将自行选择：

(a) repair or replace the nonconforming Software, or

修复或更换不合格软件；或

(b) refund the license fees paid by Customer to Partner for the applicable nonconforming Software to Customer in exchange for a return of such nonconforming Software.

将客户就相应的不合格软件向合作伙伴支付的许可费退还，作为交换，客户应返还该等不合格软件。

This is Customer's sole and exclusive remedy under this warranty. Customer's written notification of any nonconformance must include sufficient detail for SAP to analyze the alleged nonconformance. Customer must provide commercially reasonable assistance to SAP in analyzing and remediating any nonconformance of the Software.

这是客户在本保证条款中的唯一且排他性的补救措施。客户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 分析和纠正软件的任何不符合要求之处。

## 7. THIRD PARTY CLAIMS

**第三方索赔**

7.1. SAP will defend Customer against any claim brought against Customer and its Affiliates by any third party alleging that Customer's and its Affiliates' Use of the Software, infringes or misappropriate 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软件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。

7.2. SAP's obligation under Section 7.1 will not apply if the alleged claim results from:

如声称的索赔因以下情况而引起，则第 7.1 节中规定的 SAP 应承担的义务不适用：

(a) use of the Software in conjunction with any other software, services or products not provided by SAP;
将软件与非 SAP 提供的任何其他软件、服务或产品一起使用；

(b) use of the Software with an apparatus other than a Designated Unit;
将软件与指定装置以外的装置一起使用；

(c) use of Software provided for no fee;
使用免费提供的软件；

(d) Customer's failure to promptly use an update provided by SAP if such infringement or misappropriation could have been avoided by use of the update;
因客户未及时使用 SAP 提供的更新而导致的本应可以通过使用更新避免的侵权或盗用；

(e) 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

(f) any use not permitted under the Agreement.
用于协议禁止的任何用途。

7.3. If a third party makes a claim under Section 7.1 or in SAP's reasonable opinion is likely to make such a claim, SAP may at its sole option and expense:

如第三方依据第 7.1 节中的规定提出索赔或 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 Software under the terms of the Agreement; or
为客户取得依据协议条款继续使用软件的权利；或

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

If these options are not reasonably available, SAP may terminate Customer's license relating to the affected Software upon written notice.

若无法合理提供上述选项，SAP 可在书面通知对方之后终止与受影响软件相关的客户许可。

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

如果软件不再被指控侵犯或盗用第三方权利，则 SAP 明确保留停止对任何索赔进行抗辩的权利。

7.5. Third Party Claim Procedure

第三方索赔程序

All third party claims under Section 7 shall be conducted as follows:

第 7 节项下的所有第三方索赔均应按以下方式进行：

(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 will reasonably cooperate in the defense and may appear (at its own expense) through counsel reasonably acceptable to the Defending Party, subject to Section 7.5 (b) below;

遭到第三方索赔的一方（以下简称"**指定方**"）应及时将任何索赔以书面形式通知另一方（以下简称"**抗辩方**"）。指定方应在抗辩过程中予以合理配合，并可依据下面第 7.5(b)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.

索赔的和解不构成指定方的财务或具体的履行义务，也不包括或指定方对责任的承认。

7.6. Any limitations to the liability and obligations of SAP according to this Section 7 will also apply for the benefit of any SAP Affiliates and their respective licensors.

第 7 节规定的所有 SAP 责任和义务限制同样也适用于 SAP 的任何关联企业和其各自的许可方的利益。

7.7. Exclusive Remedy

排他补救措施

The provisions of Section 7 state the sole, exclusive, and entire liability and obligation of SAP, its Affiliates and its subcontractors to Customer, and is Customer's sole remedy, with respect to covered third party claims and to the infringement or misappropriation of third party intellectual property rights.

第 7 节规定了 SAP 及其关联企业和分包商对客户承担的唯一的、排他性的和全部的责任和义务，并且是客户针对第三方索赔以及第三方知识产权侵权或滥用可以获得的唯一补救措施。

## 8. LIMITATION OF LIABILITY

**责任限制**

8.1. 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 the Software is not used in accordance with the Documentation;

未按照文档使用软件；

(b) if the defect or liability is caused by Customer or Partner, a Modification or Add-on (other than a Modification or Add-on made by SAP which is provided through SAP support or under warranty), or third party software;

缺陷或责任是由于客户或合作伙伴、修改或扩展组件（SAP 所做的修改或开发的扩展组件并通过 SAP 支持或根据保证条款提供的除外）或第三方软件引起的；

(c) if the Software is used in conjunction with any third party software for which the Customer lacks sufficient rights from the third party vendor for such use;

将软件与任何第三方软件结合使用，但客户没有从第三方供应商处就此类使用获得足够权限；

(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 the Software.
因软件的固有危险使用而引起的任何索赔或损害。

8.2. 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) SAP's obligations under Section 7.1 (excluding SAP's obligations under Section 7.1 respective to Third Party Software);
SAP 在第 7.1 节项下的义务（不包括 SAP 在第 7.1 节项下与第三方软件相关的义务）；

(b) death or bodily injury arising from either party's gross negligence or willful misconduct;
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；

(c) Customer's unlicensed use of the Software; or
客户未经许可使用软件；或

(d) any failure by Customer to pay Partner any fees due for the Software.
客户未能向合作伙伴支付软件的任何应付费用。

8.3. Liability Cap

责任限额

Except as set forth in Section 8.2, the maximum liability of either party (or its respective Affiliates, SAP's licensors or SAP's subcontractors) to the other or any other person or entity for all events (or series of connected events) shall not exceed the license fees paid by Customer to Partner for the Software directly causing the damages.

除第 8.2 节另有规定外，任何一方（或其各自的关联企业、SAP 的许可方或 SAP 分包商）就所有事件（或一系列相关事件）对另一方或任何其他个人或实体承担的最大责任总额不得超过客户为直接造成损害的软件向合作伙伴支付的软件许可费。

8.4. Exclusions 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, SAP's licensors 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, data loss, computer failure or malfunction, attorney's fees, court costs, interest or exemplary or punitive damages; and
任何一方（或其各自的关联企业、SAP 的许可方或 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、商誉或营业利润损失、停工、数据丢失、计算机无法运行或故障、律师费、诉讼费、利息或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 Software provided for no fee.
SAP 不就因免费提供的软件引起的任何损害承担责任。

8.5. Disclaimer

免责声明

Except as expressly provided in the Agreement, neither SAP or its subcontractors or licensors make any representation or warranties, express or implied, statutory or otherwise, regarding any matter including the merchantability, suitability, originality, or fitness for a particular 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 the Software.

除非协议明确规定，否则 SAP 或其分包商或许可方不以法定形式或其他方式，就任何事宜，包括适销性、适用性、独创性或适合特定目的，通过使用和集成依据协议提供的任何产品或服务衍生出的不侵权或结果，或任何产品或服务的操作安全、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，其在获取软件时未依赖 SAP 未来的功能交付、公开评论或广告或者产品路线图。

8.6. Extension to group members

向集团成员扩展

Any limitations to the liability and obligations of SAP according to this Section 8 will also apply for the benefit of SAP SE and its Affiliates and their respective licensors.

第 8 节规定的所有 SAP 责任和义务限制同样也适用于 SAP SE 及其关联企业和其各自的许可方的利益。

8.7. 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。

## 9. INTELLECTUAL PROPERTY RIGHTS

**知识产权**

9.1. 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 derivative works of Software, Documentation and any other SAP Materials. 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.

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所有软件、文档和任何其他 SAP 材料及衍生作品的知识产权。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。

9.2. Protection of Rights

权利的保护

Except for any rights expressly granted to Customer under the Agreement, Customer shall not:

除协议项下明确授予客户的任何权利外，客户不得：

(a) copy, translate, disassemble, decompile, make derivative works, or reverse engineer or be permitted to modify the Software 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、反向工程或修改软件或 SAP 材料（或尝试上述任何一种）；

(b) circumvent or endanger the operation or security of the Software; or

规避或危及软件的运营或安全；或者

(c) remove SAP's copyright and authorship notices.

删除 SAP 的版权和著作权声明。

Customer may back up data in accordance with good information technology practice and for this purpose to create the necessary backup copies of the Software. Backup copies on transportable discs or other data media

must be marked as backup copies and bear the same copyright and authorship notice as the original discs or other data media, unless technically infeasible.

客户可按照良好的信息技术实践备份数据，并为此目的制作必要的软件的备份副本。便携式光盘或其他数据介质上的备份副本须标记为备份副本，并带有和原光盘或其他数据介质相同的版权与著作权声明，除非技术上不可行。

**10. CONFIDENTIALITY**

**保密**

10.1. Use of Confidential Information

保密信息的使用

10.1.1. 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 similar 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类似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 its Representatives whose access is necessary to enable it to exercise its rights or perform its obligations under the Agreement and who are under obligations of confidentiality substantially similar to those in this Section 10;

不得向为行使协议项下的权利或履行协议项下的义务而需要获取保密信息，并承担与本节（第 10 节）规定的条款大体类似的保密义务的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 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或专有声明或图例。

10.1.2. Customer shall not disclose any information about the Agreement, its terms and conditions, the pricing or any other facts relating thereto 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。

10.1.3. Confidential Information of either party disclosed prior to execution of the Agreement will be subject to Section 10.

任何一方在本协议签署之前披露的保密信息均受到第 10 节规定的约束。

10.2. 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.

接收方可以在法律、法规、法院指令或监管机构要求的范围内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），并在披露方要求并承担相关费用的情况下，就对此类披露要求进行异议提供合理的协助。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。

10.3. Exceptions

例外情形

The restrictions on the use or disclosure of the 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 use or reference to the disclosing party's Confidential Information;

在未使用或参考披露方保密信息的情况下，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;

非因接收方的作为或不作为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。

10.4. Destruction and Return of Confidential Information

保密信息的销毁和归还

Upon the disclosing party's request or the effective date of expiration or termination of Agreement, except to the extent it is legally entitled or required to retain the Confidential Information, the receiving party shall promptly destroy or return to the disclosing party, at the disclosing party's election, all materials containing the disclosing party's Confidential Information and all copies thereof, whether reproductions, summaries, or extracts thereof or based thereon (whether in hard-copy form or on intangible media), provided however that:

应披露方要求或在协议有效期届满或终止生效后，除依法有权享有或要求保留保密信息外，接收方应立即按照披露方的选择销毁或向披露方归还包含披露方保密信息的所有材料及其所有副本，包括该等材料的或基于该等材料的复制品、总结或摘要（不论是采用硬拷贝形式还是无形媒介形式），但以下情况例外：

(a) if a legal proceeding has been instituted to seek disclosure of the Confidential Information, such material shall not be destroyed until the proceeding is settled or a final judgment with respect thereto has been rendered; and

若已启动法律诉讼程序，要求披露保密信息，则诉讼程序结束之前或做出相关的最终判决之前，不得销毁此类保密材料；以及

(b) the receiving party shall not, in connection with the foregoing obligations, be required to identify or delete Confidential Information held in archive or back-up systems in accordance with general systems archiving or backup policies.

基于前述义务，接收方不得被要求确认或删除根据一般系统归档或备份策略在归档或备份系统中保留的保密信息。

## 11. FEEDBACK

**反馈**

Customer may at its sole discretion and option provide 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.

客户可自行决定和选择提供反馈。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，而不受限制、无需补偿或注明反馈来源。

## 12. MISCELLANEOUS

**其他条款**

12.1. 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 were transmitted or otherwise transferred, or for the minimum period prescribed by applicable law, whichever is longer. 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.

对于协议所涵盖之商业交易，客户必须将所有记录保留十（10）年（从数据被传输或以其他方式转移的次年的 1 月 1 日开始），或者适用法律规定的最短期限，以较长者为准。此外，客户必须就其其或其代表掌握的所有 SAP 保密信息，保持最近的、完整的且准确的报告。

12.2. Severability

可分割性

If any provision of the Agreement is held to be wholly or in part illegal, invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of this Agreement. The invalid or unenforceable provision will be replaced by a valid and enforceable provision which approximates as closely as possible the intent of the invalid or unenforceable provision. This will also apply in the case of contractual gaps.

如协议的任何条款被裁定为全部或部分不合法、无效或不可执行，则该无效或不可执行不会影响本协议的其他条款。无效或不可执行的条款将由与无效或不可执行条款的意图尽可能接近的有效且可执行的条款替代。存在合同漏洞时本条款将同样适用。

12.3. No Waiver

无弃权

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

对任何违反协议或协议项下义务的弃权不视为对任何其他违约或义务的弃权。

12.4. Counterparts

协议副本

The Agreement may be signed in counterparts, each of which will be deemed an original and which shall together constitute one Agreement. Electronic signatures via DocuSign or any other form as determined by SAP are deemed original signatures.

协议可签署多份副本，每份均视为原件，且应共同构成一份协议。通过 DocuSign 或 SAP 确定的任何其他形式的电子签名应视为原件签名。

12.5. Trade Compliance

贸易合规性

12.5.1. SAP and Customer shall comply with Export Laws in the performance of the Agreement. Software, SAP Delivered Support, SAP Materials and Confidential Information are subject to Export Laws. Customer and its Affiliates shall not directly or indirectly use, export, re-export, release, or transfer the Software, SAP Delivered Support, SAP Materials and Confidential Information in violation of Export Laws. Customer is solely responsible for compliance with Export Laws including obtaining any required export authorizations if Customer exports or re-exports Software and SAP Materials. Customer must not use the Software or SAP Support from Crimea/Sevastopol, Cuba, Iran, the People's Republic of Korea (North Korea), the so-called Luhansk Peoples Republic (LNR) and Donetsk Peoples Republic (DNR) or Syria.

SAP 和客户在履行协议时应遵守出口法律。软件、SAP 交付支持、SAP 材料和保密信息均受出口法律的约束。客户及其关联企业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、发布或转让软件、SAP 交付支持、SAP 材料和保密信息。客户对遵守出口法律全权负责，包括获得客户出口或再出口软件和 SAP 材料所需的任何出口授权。客户不得在克里米亚/塞瓦斯托波尔、古巴、伊朗、朝鲜人民共和国（朝鲜）、叙利亚，以及所谓的卢甘斯克人民共和国（LNR）和顿涅茨克人民共和国（DNR）使用软件或 SAP 支持。

12.5.2. Upon SAP's request, Customer shall provide information and documents to support obtaining an export authorization. SAP may immediately terminate Customer's license to the affected Software upon written notice to Customer if:

应 SAP 的要求，客户应提供信息和文档来支持获得出口授权。若发生以下情形，SAP 可在书面通知客户后立即终止客户对受影响软件的许可：

(a) the competent authority does not grant such export authorization within 18 months; or
主管部门在十八（18）个月内未授予此类出口授权；或

(b) Export Laws prohibit SAP from providing the Software and SAP Delivered Support to Customer.
出口法律禁止 SAP 向客户提供软件和 SAP 交付支持。

12.6. Notices

通知

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

所有通知均在以书面形式递送至 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。

12.7. Assignment

转让

Without SAP's prior written consent, Customer may not assign, delegate, or otherwise 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）让与、委托或以其他方式转让给任何一方。SAP 可将协议转让给 SAP SE 或其任一关联企业。

12.8. Relationship of the Parties

双方关系

The parties to the Agreement 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， 本协议不会在协议双方之间创建任何合伙、特许、合资、代理、信托或雇佣关系。

12.9. Force Majeure

不可抗力

Any delay in performance caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of the Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance.

由履约方无法合理控制的情况导致的任何履约延迟，不构成对协议的违约。这种情况下，应延长协议的履行期限，延长时的间应等于妨碍履约的状况持续的时间。

12.10. Governing Law

管辖法律

The Agreement and any claims (including any non-contractual claims) arising out of or in connection with the Agreement and its subject matter will be governed by and construed under the laws of the People's Republic of China. 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。

12.11. Arbitration

仲裁

Any dispute arising from or in connection with this Agreement shall be submitted to the Shanghai International Economic and Trade Arbitration Commission (Shanghai International Arbitration Center ("SHIAC")) for arbitration. The arbitration shall be conducted in Shanghai in accordance with the SHIAC Arbitration Rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties. Both parties agree to keep the arbitration proceeding and award confidential.

凡因本协议引起的或与本协议有关的任何争议，均应提交上海国际经济贸易仲裁委员会（上海国际仲裁中心），按照申请仲裁时该会现行有效的仲裁规则进行仲裁。仲裁地点在上海。仲裁裁决是终局的，对双方均有约束力。双方同意对仲裁程序和裁决予以保密。

12.12. Entire Agreement

完整协议

This 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 them. The Agreement may be modified solely in writing signed by both parties, except as permitted under the Agreement. 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、讨论与文书（包括任何保密协议）均已并入本协议并由本协议取代，且双方声明不再对其有任何依赖。除非协议允许，否则本协议的修改只能以双方签署的书面形式进行。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 接受或未以其他方式拒绝该采购订单亦是如此。

12.13. 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。