

## SAP Education General Terms and Conditions for Training

### SAP Education[教育培训]培训一般条款和条件

By submitting an order for SAP Education Training you confirm your agreement to the following terms and conditions:

提交 SAP Education[教育培训]培训订单，即表示阁下确认同意以下条款和条件：

#### 1. DEFINITIONS AND INTERPRETATION

##### 定义和解释

- 1.1** "Agreement" means these terms and conditions and the Order.  
“协议”是指这些条款和条件以及订单。
- 1.2** "Customer" means the individual or company submitting an Order to SAP.  
“客户”指向 SAP 提交订单的个人或公司。
- 1.3** "Course" means classroom training delivered live either physically in person or virtually via the internet.  
“课程”是指通过面对面提供或通过互联网以虚拟形式现场提供的课堂培训。
- 1.4** "Online Training" means prerecorded training delivered virtually e.g. SAP e-learning.  
“在线培训”是指以虚拟形式提供的预先录制的培训，例如 SAP 电子培训。
- 1.5** "Order" means either the SAP Education order form; or the shopping cart via the SAP Education training web shop; or an email; which the Customer submits to SAP to procure the Training Event.  
“订单”是指 SAP Education[教育培训]订购单，或客户为购买培训活动而通过 SAP Education[教育培训]培训网上商店提交给 SAP 的购物车，亦或客户为购买培训活动而提交给 SAP 的电子邮件。
- 1.6** "SAP" means SAP (China) Co., Ltd.  
“SAP”是指思爱普（中国）有限公司。
- 1.7** "Training Event" means either a Course or Online Training, or both.  
“培训活动”指课程或在线培训，或两者兼而有之。
- 1.8** Headings are for convenience only and shall not affect the interpretation of this Agreement.  
标题仅供参考，不应影响对本协议的解释。
- 1.9** All obligations of either party which comprise more than one person or entity shall be joint and several.  
由多人或多个实体组成的任何一方的所有义务应为连带义务。
- 1.10** The use of the neuter singular gender throughout this Agreement shall include all genders and the plural.  
在本协议中使用中性单数性别应包括所有性别和复数。

#### 2. BASIS OF ORDER

##### 订单基础

- 2.1** An Order constitutes an offer by Customer to participate in the Training Events specified in the Order subject to these terms and conditions. Such offer shall not be deemed to be accepted by SAP unless SAP expressly confirms its acceptance (rather than an acknowledgment of receipt of Order) in writing to the Customer. A confirmation of the acceptance will be provided to the contact identified in the Order, or to the registrant for online or telephone registration.  
订单构成由参与订单中指定的培训活动的客户提出的要约，受这些条款和条件的约束。除非 SAP 明确向客户书面确认接受此类要约（而非确认收到订单），否则不应视为 SAP 接受。订单确认书将提供给订单中指定的联系人，或者在线或电话注册的注册人。
- 2.2** The terms and conditions of this Agreement shall apply to the exclusion of any other terms and conditions on which the Order is made or purported to be made by the Customer.  
本协议的条款和条件应适用，并排除客户制定或声称制定订单所依据的任何其他条款和条件。
- 2.3** No variation to the Order or these terms and conditions shall be binding unless agreed in writing between the authorized representatives of SAP and the Customer. For the avoidance of doubt, it is confirmed that no variation to the Order or these terms and conditions agreed via telephone shall be binding unless confirmed by SAP in writing by SAP and not disputed by Customer within seven (7) days of the date of such confirmation.

除非 SAP 的授权代表与客户之间书面约定，否则对订单或这些条款和条件的任何变更均不具有约束力。为避免疑义，特此确认，通过电话约定的对订单或这些条款和条件的任何变更均不具有约束力，除非 SAP 以书面形式确认且客户未在此确认日期后七（7）天内对其提出异议。

### **3. REGISTRATION AND DATES**

#### **注册与日期**

#### **3.1** Customer shall ensure that the Order is delivered to SAP at least one (1) week before the start date of any Training Event.

客户应确保在任何培训活动开始日期之前至少一（1）周将订单交付给 SAP。

#### **3.2** SAP shall be entitled to refuse the provision of any Training Event where:

如遇以下情况，SAP 有权拒绝提供任何培训活动：

**(a)** such Training Event is fully booked; or

此类培训活动已经全部预订完；或

**(b)** such Training Event is canceled.

此类培训活动已取消。

#### **3.3** In the above cases, SAP shall advise Customer as soon as practicable, offering Customer a suitable alternative date or Training Event, as appropriate. Where no suitable alternative date and/or Training Event can be found SAP shall return to Customer any payment it has made for the Training Event.

在上述情况下，SAP 应在可行的范围内尽快通知客户，并酌情向客户提供合适的备选日期或培训活动。如无法找到合适的备选日期和/或培训活动，SAP 应向客户退还其为培训活动支付的任何款项。

### **4. DOWNLOAD AND ACCESS TO ONLINE TRAINING**

#### **下载和访问在线培训**

#### **4.1** Access to Online Training is only available online via an internet connection. Online Training participants must have an appropriate user identification to gain access, and all names must be provided to SAP as needed.

对在线培训的访问仅可通过网络连接在线进行。参与在线培训的人员必须具备有效的用户标识才可进行访问，且所有人员姓名都必须按要求提供给 SAP。

#### **4.2** Once access is established, an access notification will be provided to the contact identified in the Order or to the registrant via e-mail. Delivery shall be considered to be complete when SAP provides the Customer confirmation of access by e-mail.

建立访问后，通过电子邮件向订单中指定的联系人或注册人提供访问通知。SAP 通过电子邮件向客户提供访问确认时，交付即视为完成。

#### **4.3** Access to Online Training will be provided approximately 10 calendar days following the receipt of full payment for the Online Training. Access duration will start from the date the original access is established and last for the agreed duration detailed in the: product description; Order; Documentation (as applicable).

在收到在线培训全额付款后大约十（10）个日历日内，提供在线培训的访问权限。访问持续时间从最初访问建立之日开始，持续时间为产品说明、订单、文档（如适用）中详述的约定时间。

#### **4.4** The Customer shall check the Online Training for completeness and notify SAP immediately in the event the Online Training is incomplete.

客户应检查在线培训的完整性，若在线培训不完整，应立即通知 SAP。

#### **4.5** In case the Customer experiences difficulty in accessing the Online Training, all support services are provided as stated in the access notification documentation.

如客户无法访问在线培训，SAP 将提供访问通知文档中列明的所有支持服务。

#### **4.6** Customer acknowledges that Customer requires internet access. Certain Online Training, but not all, may provide a restricted download capability. As soon as the Customer opens the file through the Customer's computer, the copy protection key is validated through the internet, and the Customer can access the Online Training. Customer acknowledges that once the key is validated, the file cannot be copied to another computer.

客户确认，客户需要能够上网。某些在线培训（不是所有培训）可提供有限的下载功能。一旦客户通过其计算机打开文件，复制保护密钥即通过互联网进行验证，客户可访问在线培训。客户确认，一旦验证该密钥，文件将无法复制到其他计算机。

## **5. PRICE AND PAYMENT**

### **价格及付款**

#### **5.1** The price of the Training Event shall be as stated in the then current SAP training catalogue and the Order and unless otherwise so stated is exclusive of any customs duties, cost of warehousing, any other import charges, state or local taxes, provincial taxes, Value Added Tax, or any other taxes as appropriate and due for these types of services or products, which shall be payable in addition at the rate then prevailing.

培训活动的价格应按届时有效的 SAP 培训目录和订单中的规定，除非另有说明，否则不包括任何关税、仓库费用、任何其他进口费用、州或地方税、省税、增值税或适用于此类服务或产品的任何其他税，该价格应按现行税率进行支付。

The Value Added Tax("VAT") rates as indicated in this Agreement are applicable for SAP Education Training in accordance with the prevailing tax law and regulations as at the time of signing this Agreement. If the VAT rates are amended by the tax law and regulations in the future, SAP shall charge the VAT amounts to customer and issue the VAT invoices to customer in accordance with the applicable VAT rates which are stipulated by the tax law and regulations then prevailing.

协议上约定的增值税税率为按照截至协议签订时现行税收法规规定，SAP 教育培训应适用的增值税税率。如果未来税收法规调整增值税税率，SAP 将按照税收法规规定的适用增值税税率向客户收取增值税税额并开具增值税发票。

#### **5.2** SAP reserves the right in addition to pass on any charges:

SAP 另外保留传递以下任何费用的权利：

**(a)** relating to returned checks, credit or charge card charge backs; and  
与支票、信用卡或收费卡退款有关的费用；以及

**(b)** for any handling fees incurred by SAP in relation to bookings made by credit or charge card.

SAP 产生的与通过信用卡或借记卡预订有关的任何手续费。

SAP will notify Customer of the relevant charges prior to issue of a confirmation invoice.

SAP 将在签发确认发票之前告知客户相关费用。

#### **5.3** All standard published Training Event fees are on a per student basis. For Courses, these fees include the price for instruction, training documentation and (for in person classroom training) mid-day meal.

所有标准发布的培训活动费用均按学员人数计算。对于课程，这些费用包括教学、培训文件和（用于面对面课堂培训）午餐费用。

#### **5.4** Parking fees, if any, are not included in the Course price.

停车费（如有）不包含在课程费用中。

#### **5.5** Provided that the full Course material has been covered there will be no refund of the price of the Course, either in whole or in part, should the Course finish earlier than originally scheduled.

如全部课程材料均已包含在内，不会全部或部分退还课程费用，即使课程结业时间早于原定时间。

#### **5.6** SAP offers several payment options. The payment method must be established at the time of Order for Online Training or at the time of registration or scheduling for Courses.

SAP 提供多种付款方式。付款方式必须在订购在线培训或者注册或安排课程时确定。

#### **5.7** If Customer is using a purchase order as the payment method, SAP requires the purchase order number at the time of Order for Online Training or at the time of registration or scheduling for Courses. For Courses, hard copies of the purchase order should be mailed to SAP to arrive no later than 10 calendar days before the start date of Course or your registration will be subject to cancellation.

如客户使用采购订单付款方式，SAP 需要订购在线培训或者注册或安排课程时的采购订单编号。对于课程，采购订单的硬拷贝应邮寄至 SAP，且送达时间不得晚于课程开始日期前十（10）个日历日，否则，将取消阁下的注册。

- 5.8** Customer shall pay the full amount due prior to the Training Event. For Courses, payment must be received by SAP at least fourteen (14) calendar days prior to the commencement of the Course(s) specified in the Order, or immediately upon placing the Order if placed less than fourteen (14) days prior to the commencement of the Course(s).

客户应在培训活动之前全额支付应付费用。对于课程，SAP 必须在订单中指定的课程开始前至少十四（14）个日历日收到付款，如客户在课程开始前不足十四（14）天内下达订单，则 SAP 必须立即收到付款。

## **6. TRAVEL COSTS AND EXPENSES**

### **差旅成本和费用**

- 6.1** Course participants must make their own arrangements for accommodations. A list of hotels can be provided for most locations. Any information is provided solely for convenience. Please be advised that SAP does not control, promote, endorse, or assume any liability of any kind for or relating to any aspect of the services provided by any hotels, including, without limitation, their shuttle bus or other transportation services or the acts or omissions of their officers, employees, contractors, or other agents. Any use of hotel services including, without limitation, their shuttle bus or other transportation is at the discretion of the Customer and solely a relationship between the Customer and the hotel or transportation provider. In no event, including where Courses are cancelled, will SAP be liable for any accommodation costs.

课程参与人员必须自己安排住宿。在大部分培训地点，SAP 都可以提供酒店名单。提供的任何信息仅供参考。请注意，SAP 不控制、不推介、不担保任何酒店提供的任何服务，也不承担由此类服务的任何方面，包括但不限于，酒店班车或其他交通服务或者酒店管理人员、员工、合同工或其他代理的行为或疏忽而引起的或与之有关的任何责任。对酒店服务，包括但不限于酒店班车或其他交通工具的任何使用，均由客户自行决定，并且仅仅是客户与酒店或交通提供商之间的关系。在任何情况下，包括取消课程的情况，SAP 都不承担任何住宿费用。

## **7. PREREQUISITES / CUSTOMER RESPONSIBILITIES**

### **前提条件/客户责任**

- 7.1** SAP reserves the right to exclude a participant from attending any Course due to disorderly conduct, failure to observe any of SAP's rules of participation or failure to attend the prerequisite class or classes for a particular Course. No refund of fees shall be paid to Customer in such circumstances.

SAP 保留因行为不检、未遵守 SAP 参与规则或未能参加特定课程的预修课堂或课堂而禁止参与人员参加任何课程的权利。在这种情况下，不会向客户退还任何费用。

- 7.2** Customer shall ensure that all course participants fulfil any and all of the course prerequisites as communicated by SAP. SAP reserves the right to exclude any participant who does not fulfil such prerequisites. No refund of fees shall be paid to Customer in such circumstances.

客户应确保所有课程参与人员都符合 SAP 传达的任何和所有课程的前提条件。SAP 保留拒绝接纳任何不符合此类前提条件的参与人员的权利。在这种情况下，不会向客户退还任何费用。

- 7.3** If special physical access is required for people with disabilities during the Course, please notify SAP Education at least fourteen (14) calendar days in advance of the Course in order to allow SAP to assess the requirements.

如课程期间残障人士需要特殊的物理无障碍环境，请至少提前十四（14）个日历日通知 SAP Education[教育培训]部门，以便 SAP 评估要求。

- 7.4** All SAP facilities are non-smoking environments. Designated smoking areas are provided. If non-smoking restrictions are violated, the offending participant may be excluded from attending the Course. No refund of fees shall be paid to Customer in such circumstance.

所有 SAP 场所禁止吸烟，并提供指定吸烟区。如违反禁烟规定，违规的参与人员可能不得参加课程。在这种情况下，不会向客户退还任何费用。

## **8. CANCELLATION**

### **取消**

- 8.1** SAP reserves the right to cancel any Training Event at any time for any reason and SAP shall inform Customer of such cancellation and offer Customer an alternative Training Event option or

a full refund of the price paid for the Training Event or, for Courses, an alternative Course date, at SAP's sole discretion.

SAP 保留随时出于任何原因取消任何培训活动的权利, SAP 将通知客户此类取消, 并向客户提供备选培训活动选项或全额退还支付的培训活动费用, 对于课程, 备选课程日期由 SAP 自行决定。

**8.2** Customer may not cancel Orders for Online Training. Once the Order for Online Training is received, there are no refunds or cancellation. All sales are final.

客户不得取消在线培训订单。收到在线培训订单后, 将不予退款或取消。概不退换。

**8.3** Customer may cancel its registration for any Course provided that:

客户可以取消任何课程的注册, 前提是:

(a) no charge shall be made where notice of cancellation is received by SAP at least fifteen (15) calendar days prior to the start date of the Course;

如 SAP 在课程开始日期前至少十五 (15) 个日历日内收到取消通知, 不收取任何费用;

(b) fifty percent (50%) of the price shall be charged where notice of the cancellation is received by SAP between seven (7) and fourteen (14) calendar days prior to the start date of the Course;

如 SAP 在课程开始日期前七 (7) 到十四 (14) 个日历日内收到取消通知, 应收取百分之五十 (50%) 的费用;

(c) the full price of the Course shall be charged where notice of cancellation is received within six (6) calendar days or less prior to the start date of the Course.

如 SAP 在课程开始日期前六 (6) 个或不足六 (6) 个日历日内收到取消通知, 应全额收取课程费用。

**8.4** SAP will confirm all cancellations or rescheduling requests by e-mail. If the Customer does not receive a confirmation of cancellation or rescheduling within five (5) calendar days of the request, the Customer should address correspondence to [Education.china@sap.com](mailto:Education.china@sap.com) to reconfirm. Financial responsibility remains with the Customer for all fees unless a proper cancellation or rescheduling request is received and confirmed by SAP prior to the start of the Course.

SAP 通过电子邮件确认所有取消或重新安排请求。如客户在请求后的五 (5) 个日历日内未收到取消或重新安排的确认邮件, 应写信至 [Education.china@sap.com](mailto:Education.china@sap.com) 再次确认。除非在课程开始之前 SAP 收到并确认相应的取消或重新安排请求, 否则, 客户应承担一切费用。

**8.5** All cancellation and rescheduling fees will be charged to the same payment method used to procure the Course. In the event that any payment details have changed, it is the Customer's responsibility to provide SAP with updated details. Please note that cancellation charges applied to the SAP Preferred Card will be based on the price as agreed by SAP for the Course.

所有取消和重新安排费用按照购买课程所使用的相同付款方式收取。如任何付款明细发生变化, 客户有责任向 SAP 提供更新的明细。请注意, 适用于 SAP Preferred Card [金卡] 的取消费用基于 SAP 就课程约定的费用。

**8.6** Feedback on SAP courses is very important to SAP. In the unlikely event a participant is extremely dissatisfied with a course, please provide SAP with written notice (in a form other than the post-course survey) of any details regarding such dissatisfaction, within thirty (30) calendar days of completion of the applicable course. Please address correspondence to [Education.china@sap.com](mailto:Education.china@sap.com). After receiving such notice, SAP may, in its sole discretion, determine if any remedy (such as a credit) is appropriate. SAP will not consider a possible remedy if such notice is not received within the thirty (30) calendar days set forth above.

SAP 课程的反馈意见对 SAP 非常重要。如参与人员对课程极不满意, 请在完成相应课程后三十 (30) 个日历日内以书面通知的形式 (非课后调查形式) 向 SAP 详细说明不满意的原因。请将信件发送至 [Education.china@sap.com](mailto:Education.china@sap.com)。收到此类通知后, SAP 可自行决定是否采取任何相应的补救措施 (如抵免)。

如 SAP 未在上述三十 (30) 个日历日内收到此类通知, 不会考虑采取可能的补救措施。

## **9. WARRANTIES AND LIABILITY**

### **保证和责任**

**9.1** Whilst every effort is made by SAP to ensure that the Training Event instructors are appropriately qualified and trained, SAP does not accept liability for any loss, cost or expense or for any special or indirect or consequential damages arising from negligence, misconduct or lack of skill in delivering the Training Event.

尽管 SAP 已尽一切努力确保培训活动讲师具备相应资格并经过相应培训，但 SAP 不对培训活动举办过程中的任何损失、成本或费用或者由于疏忽、不当行为或技能缺乏而导致的任何特殊或间接或后果性损害承担责任。

- 9.2** SAP shall not be liable for damages of any kind including without limitation direct, special, indirect, or consequential damages, including loss of profit or other financial loss, that may result from Training Events (including, without limitation, resulting from the performance or cancellation of Training Events). In no event shall sap's liability to customer or any other party exceed, in the aggregate, the fees paid for the use of the Training Event from which the damages arise. Where SAP's liability is excluded or limited, this also applies to the personal liability of SAP's employees, representatives, and people performing duties on SAP's behalf.

SAP 不对任何类型的损害承担责任，包括但不限于因培训活动而导致的直接、特殊、间接、后果性损害，包括利润损失或其他经济损失（包括但不限于因履行或取消培训活动而造成的损失）。在任何情况下，SAP 对客户或任何其他方的全部责任不得超过因使用发生损害的培训活动而支付的费用。对 SAP 责任的排除或限制同样适用于 SAP 的员工、代理人和代表 SAP 履行职责的人员的个人责任。

- 9.3** SAP's total liability under this Agreement in both contract or tort shall not exceed the price paid for the Training Event in the applicable Order.

无论是因合同还是侵权行为，SAP 在本协议项下应承担的全部责任不得超过适用订单中为培训活动支付的费用。

- 9.4** Notwithstanding the above, there shall be no limit of liability in respect of death or personal injury arising out of the negligence of either party.

尽管存在上述规定，但因任何一方的疏忽造成人身伤亡的，没有任何责任限制。

- 9.5** SAP does not warrant the accuracy or completeness of Training Events, nor any links or the information, text, graphics, links, or other items contained within Training Events. SAP and its licensors disclaim all warranties express or implied, including without limitation, any implied warranties of merchantability or fitness for a particular purpose except to the extent that any warranties implied by law cannot be validly waived.

SAP 不保证培训活动的准确性和完整性，也不保证培训活动中包含的任何链接或信息、文本、图形、链接或其他项目的准确性和完整性。SAP 及其许可方不作任何明示或默示的担保，包括但不限于任何适销性或特定用途的适用性的默示担保，但不能合法免除的法律规定的默示担保除外。

- 9.6** SAP assumes no responsibility for errors or omissions in the Training Events. It is the Customer's duty to verify such information.

SAP 对培训活动中的错误或疏漏不承担任何责任。此类信息由客户负责验证。

- 9.7** With respect to material defects in the Online Training, and as Customer's sole remedy for any material defect in the Online Training, SAP in its sole judgment, may decide to eliminate such material defects or make a replacement delivery or, by indicating a reasonably acceptable way to avoid the impact of such material defect.

如在线培训存在实质性缺陷，客户针对在线培训中存在的任何实质性缺陷可获得的唯一补救措施是：SAP 可根据自己的判断，自行决定是消除此类实质性缺陷、作出替代交付，还是提出一个可合理接受的方法避免此类实质性缺陷所造成的影响。

- 9.8** In the case of the Course being delivered remotely using the Customer's network infrastructure and the Citrix Secure Gateway to access SAP's standard training systems located at an SAP site, SAP will work with the Customer to ensure that adequate testing is carried out on Customer's network infrastructure prior to delivery of the Course. For the avoidance of doubt, if any changes are made to the Customer network infrastructure between the time of testing and the time of delivery of the Course, Customer shall be solely responsible for any resulting adverse effects on Course delivery. Customer also acknowledges that the Citrix Secure Gateway is an internet based connection method and as such SAP cannot be held liable for issues with routing, network usage, speed of connection, proxy server failure or any other issues arising from or within the Customer network or public webspace.

若是远程交付的课程，需要利用客户网络基础设施和 Citrix 安全网关访问位于 SAP 站点的 SAP 标准培训系统，SAP 将与客户合作，确保课程交付前在客户网络基础设施上进行充分测试。为避免疑义，如在测试时间和课程交付时间之间对客户网络基础设施进行任何更改，客户应对由此对课程交付造成的任何不利影响全权负责。此外，客户确认，Citrix 安全网关是基于互联网的连接方式，因此，对于客户网络或公共网络空间引起的或内部存在的路由、网络使用、连接速度、代理服务器故障问题或任何其他问题，SAP 概不负责。

**9.9** All claims against SAP are time-barred after a period of one calendar year from the date the claim arose.

针对 SAP 的所有索赔要求在索赔事由发生之日起一（1）个日历年后全部失去时效。

## **10. DATA PROTECTION AND PRIVACY**

### **数据保护和隐私**

**10.1** Information as to how SAP is using personal data where its acts as a data controller (e.g. of the Customer's representative who executes the Order or where participants have to directly register themselves with SAP) can be found in the SAP Education Privacy Statement at <https://training.sap.com/about/legal/privacy>.

有关 SAP 作为数据控制方（例如，签署订单的客户代表的数据控制方或参与人员必须直接向 SAP 注册的情况）如何使用个人数据的信息，请参阅 SAP Education[ 教育培训 ] 隐私声明，网址为：<https://training.sap.com/about/legal/privacy>。

**10.2** Where SAP is processing personal data on behalf of the Customer (e.g. where SAP is registering participants for a Training Event on behalf of the Customer), the terms of SAP's data processing agreement shall apply <http://sap.com/agreements-cloud-services-data-processing>, which is made part of this Agreement and executed by the Customer and SAP by entering into the Order.

如 SAP 代表客户处理个人数据（例如，SAP 代表客户为培训活动注册参与人员的情况），SAP 数据处理协议的条款应适用 <http://sap.com/agreements-cloud-services-data-processing>，并构成本协议的一部分，由客户和 SAP 通过订立订单的方式执行。

## **11. INTELLECTUAL PROPERTY RIGHTS**

### **知识产权**

**11.1** The copyright in and all other intellectual property rights relating to the Course and the Course documentation provided to Customer are solely owned by and hereby reserved to SAP. Under no circumstances may the whole or any part of the Course or Course documentation be produced or copied in any form or by any means or translated into another language without the prior written permission of SAP.

与 SAP 向客户提供的课程和课程文档相关的版权和所有其他知识产权均归 SAP 所有，并特此由 SAP 保留。在任何情况下，未经 SAP 事先书面许可，不得以任何形式或通过任何方式编制或复制全部或任何部分课程或课程文档，也不得将其翻译成其他语言。

**11.2** Delivered SAP Software and Online Training remain the property of SAP and all title to the SAP Software and Online Training, including all content, remain with SAP. Customer only receives a license to use the Online Training pursuant to the terms hereof.

交付的 SAP 软件和在线培训仍为 SAP 的财产，并且 SAP 软件和在线培训（包括所有内容）的所有权均归 SAP 所有。客户仅根据本协议条款获得使用在线培训的许可。

**11.3** Every person using Online Training or SAP Software must be licensed under these terms and conditions for accessing, downloading, or using the Online Training or SAP Software. Employees and others who have access to the Online Training or SAP Software must be informed of SAP's intellectual property and rights of authorship and their duty to conform to laws governing intellectual property rights. Customer shall carefully safeguard the Online Training and any Course documentation that has been made available to the Customer or Training Event participants, to prevent their misuse. Customer is permitted to use the Online Training, Course documentation and SAP Software only for its own internal training purposes and only for those who have licensed the relevant Training Event. The SAP Software, Course documentation and Online Training are confidential and proprietary information of SAP and customer agrees not to disclose this information to any third party or use such information except as expressly permitted herein.

任何使用在线培训或 SAP 软件的人员都必须根据这些条款和条件获得访问、下载或使用在线培训或 SAP 软件的许可。对于有权访问在线培训或 SAP 软件的员工和其他人员，均应向其告知 SAP 的知识产权和著作权以及遵守知识产权法律的义务。客户应妥善保管在线培训以及向客户或培训活动参与人员提供的任何课程文档，防止被滥用。客户仅可出于内部培训之目的使用在线培训、课程文档和 SAP 软件，并且仅供已获得相关培训活动许可的

人员使用。SAP 软件、课程文档和在线培训属于 SAP 的保密和专有信息，客户同意未经本协议明确许可，不向任何第三方披露该信息或使用此类信息。

- 11.4** Customer acknowledges that it is illegal and a violation of this license agreement to copy or distribute Course documentation, Online Training, SAP Software download/online products, links, S-Users, or passwords among non-licensed persons.

客户确认，向未获得许可授权的人员复制或分发课程文档、在线培训、SAP 软件下载/在线产品、链接、S 用户和密码为非法行为，且违反本许可协议之规定。

- 11.5** Customer acknowledges that SAP shall be entitled to seek injunctive relief for any breach of this agreement by Customer from which irreparable harm would ensue.

客户确认 SAP 有权就客户违反本协议所可能引发的无法挽回的损失寻求禁令救济。

- 11.6** In the event Customer breaches any provision of this agreement and fails to cure such breach within a reasonable time (in any case no more than ten (10) days) after receipt of written notice from SAP, SAP shall have the right to immediately terminate this agreement and Customer's license to use the products licensed hereunder. Upon any such termination, Customer shall immediately cease use of such products, delete and destroy any tangible or electronic embodiments of such information in its possession, and certify in writing to SAP that the foregoing has been completed.

如客户违反本协议之规定，且未能在收到 SAP 书面通知之日后的合理时间（无论何种情况，均不得超过十（10）天）内采取纠正措施，SAP 有权立即终止本协议以及客户使用本协议项下授予许可的产品的许可。此类终止发生时，客户应立即停止使用此类产品，删除和销毁其所拥有的此类信息的任何有形或电子载体，并以书面形式向 SAP 确认其已履行前述义务。

## **12. AMENDMENT / UPDATE AND SUPPORT OF CONTENT**

### **内容的修订/更新和支持**

- 12.1** SAP reserves the right to amend the content of any Training Event without notice to Customer to correct errors or where, at the sole discretion of SAP, such amendment is deemed not to fundamentally change the content of such Training Event. The Online Training may be updated with new products or new solution releases. The Customer's license is provided for the Online Training in effect at the time of order placement. The Customer is not entitled to any future product releases but can elect to repurchase the new product for an additional fee.

SAP 保留修订任何培训活动内容之权利，如需更正错误，或 SAP 自行决定认为此类修订不会实质上改变此类培训活动的內容，恕不另行通知。在线培训可能会通过新产品或新的解决方案版本进行更新。提供的客户许可用于下达订单时生效的在线培训。客户无权获得任何未来的产品版本，但可以选择另行付费购买新产品。

- 12.2** Support is available per the access confirmation in the event an Online Training participant is having difficulty with accessing the content only, but not for questions about the SAP Software or other consulting/training type advice. Coaching, training, or ask-the-expert type support on SAP solutions or solution releases is available separately from SAP and may be offered for an additional fee.

如参与在线培训的人员仅无法访问內容，可通过访问确认获得支持，但不适用于 SAP 软件方面的问题或其他咨询/培训类型建议。此外，SAP 还提供针对 SAP 解决方案或解决方案版本的指导、培训或专家级咨询支持，但这可能需要支付额外的费用。

- 12.3** The Online Training does not include access to development or sandbox systems.

在线培训不包括对开发或沙盒系统的访问。

## **13. LEARNING HUB AND LIVE ACCESS**

### **SAP LEARNING HUB[学习中心]和 SAP LIVE ACCESS[在线访问]**

- 13.1** Orders of Learning Hub and Live Access services are governed by the General Terms and Conditions for SAP Cloud Services and the SAP Learning Hub and SAP Live Access Supplement, copies of which can be found at <http://www.sap.com/agreements> (SAP Cloud Services Customers > Find General Terms and Conditions; or SAP Cloud Services Customers > Find Product Supplement).



SAP Learning Hub[学习中心]和 SAP Live Access[在线访问]服务的订单受 SAP 云服务和 SAP Learning Hub[学习中心]和 SAP Live Access[在线访问]补充的一般条款和条件的约束，其副本位于 <http://www.sap.com/agreements> (SAP Cloud Services Customers (SAP 云服务客户) > Find General Terms and Conditions (查找一般条款和条件)；或 SAP Cloud Services Customers (SAP 云服务客户) > Find Product Supplement (查看产品补充))。

## **14. CERTIFICATION**

### **认证**

- 14.1** Orders for Certification Services are also governed by the Conditions for Participation in SAP's Global Certification Program, a copy of which can be found at <http://www.sap.com/agreements> (SAP Services > General Terms and Conditions > SAP Education - Certification).

认证服务的订单也受 SAP Global Certification[全球认证]计划参与条件的约束，其副本位于 <http://www.sap.com/agreements> (SAP Services (SAP 服务) > General Terms and Conditions (一般条款和条件) > SAP Education - Certification (SAP Education[教育培训] - 认证))。

## **15. NOTICES**

### **通知**

- 15.1** Any notice required or permitted to be given by either party to the other under these terms and conditions shall be in writing and delivered by hand or sent by first class post and addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice and shall be deemed received on actual receipt or three (3) days after posting or within twenty-four (24) hours of transmission if sent by facsimile.

依据本协议条款和条件，任何一方要求或允许另一方发出的任何通知均采用书面形式，以专人递交、电传、快递服务或挂号信发送或邮寄至另一方的注册办公地址或主要营业地点或此类其他地址，并按照本规定已在相关时间通知发出通知的一方，且此类通知应在实际收到之时或寄出三（3）天后或在传真发出二十四（24）小时后，即视为送达。

## **16. SEVERABILITY**

### **可分割性**

- 16.1** If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected thereby.

如任何主管机关认为本协议条款和条件的任何规定全部或部分无效或不可执行，本协议条款和条件的其他规定以及有关规定的其余部分的有效性不受影响。

## **17. ENTIRE AGREEMENT**

### **完整协议**

- 17.1** This Agreement constitutes the entire agreement between the parties in connection with its subject matter. No party has relied on any representation or warranty except as expressly set out in this Agreement and SAP and the Customer hereby agree to submit to the exclusive jurisdiction of the competent people's court located at the domicile of SAP in respect of any dispute arising from or in relation to this Agreement.

本协议构成双方就本协议主旨达成的完整协议。除非本协议和 SAP 明确规定，否则任何一方均不依赖任何陈述或保证。双方在此同意，因本协议引起的或与本协议有关的任何争议，均交由 SAP 所在地有管辖权的人民法院专属排他管辖。

## **18. GOVERNING LAW**

### **管辖法律**

- 18.1** This Agreement shall be governed by and interpreted in accordance with the laws of China.

本协议受中国法律的管辖并按其解释。

**19. THIRD PARTY BENEFICIARIES**

第三方受益人

- 19.1** Notwithstanding any other provision in this Agreement, nothing in this Agreement shall create or confer (whether expressly or by implication) any rights or other benefits in favor of any person not a party hereto.

尽管本协议中有任何其他条款规定，本协议中的任何条款均不授予或赋予（不论是明示还是默示）非合同当事方任何权利或其他利益。

**20. FORCE MAJEURE**

不可抗力

- 20.1** Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

因超过协议任何一方合理控制原因而造成对协议任何条款的延迟履行或不履行的（到期款项之支付义务除外），不应构成对本协议的违约，且此类条款（如有）的履行时间应被视为相应延长，延长时间与阻碍履行的情形的持续时间相等。