

## **SAP Education Preferred Card Terms and Conditions**

### **SAP Education 的培训增值卡条款和条件**

#### **SAP (China) Co., Ltd.**

思爱普 ( 中国 ) 有限公司

## **1. DEFINITIONS**

### **定义**

#### **1.1 Capitalized terms used in this document are defined in the Glossary.**

本档中以粗体显示的术语在术语表中进行了定义。

## **2. PREFERRED CARD**

### **培训增值卡**

#### **2.1 Details of the SAP Education Preferred Card procured from SAP by Customer are contained in the Order Form.**

客户从 SAP 处购买的 SAP Education 的培训增值卡的详细信息包含在订购单中。

#### **2.2 Commitment Value: Customer must make at least the minimum expenditure on training services from SAP ("Commitment Value") during the Contract Term. The Commitment Value is specified in the 'Commitment Value' section of the Order Form.**

承诺金额：对于 SAP 提供的培训服务，客户必须在合同期限内至少支付最低消费（以下简称“承诺金额”）。订购单的“承诺金额”一节规定了承诺金额。

#### **2.3 Bonus: Subject to the Customer paying the Preferred Card Fee in full as detailed in the Section titled 'Price and Payment', Customer will receive the Bonus specified in the 'Bonus' section of the Order Form. The Bonus is not counted towards calculation of the required Commitment Value. The Bonus cannot be used to pay for Travel & Expense costs.**

奖金：鉴于客户应根据标题为“价格和付款”一节的详细规定全额支付培训增值卡费用，客户将收到订购单“奖金”一节指定的奖金。奖金不计入所需承诺金额的计算。奖金不得用于支付差旅和费用成本。

#### **2.4 Preferred Card Value: The initial Preferred Card Value is calculated by adding together the Commitment Value and the Value of Bonus. The Preferred Card Value will decrease as Customer's purchases and reservations are made using the SAP Education Preferred Card.**

培训增值卡金额：初始培训增值卡金额的计算方式是将承诺金额和奖金金额相加。随着客户使用 SAP Education 的培训增值卡购买和预订的培训服务增多，培训增值卡金额将相应减少。

## **3. PRICE AND PAYMENT**

### **价格及付款**

#### **3.1 Price: The price of the SAP Education Preferred Card is the Preferred Card Fee specified in the 'Preferred Card Fee' section of the Order Form and payment is due in accordance with the Order Form.**

价格：SAP Education 的培训增值卡的价格是订购单“培训增值卡费用”一节指定的培训增值卡费用，并且应根据订购单付款。

#### **3.2 Purchase Order: Customer may submit to SAP a purchase order (if any) for the full amount of the Preferred Card Fee at the same time it returns a signed copy of the Order Form to SAP.**

采购订单：在向 SAP 返回已签署的订购单副本时，客户可以同时向 SAP 提交针对培训增值卡全额费用的采购订单（如有）。

#### **3.3 Invoicing: Customer will be invoiced for the full Preferred Card Fee after SAP's receipt of the Order Form signed by the Customer and a valid purchase order.**

开票：SAP 在收到客户签署的订购单和有效采购订单后，就培训增值卡全额费用向客户开具发票。

#### **3.4 Restrictions:**

##### **限制：**

- (a) No credits: Nothing in this Agreement will affect any previous orders made by Customer with SAP for training services. Customer cannot use the SAP Education Preferred Card

to pay for training services ordered or delivered prior to the start of the Contract Term or after expiration of the Contract Term, regardless of whether the same or similar training services are included in the scope of the SAP Education Preferred Card licensed under this Agreement.

无抵免：本协议中的任何内容将不影响客户之前与 SAP 就培训服务达成的任何订单。不管依据本协议许可的 SAP Education 的培训增值卡范围内是否包含相同或相似的培训服务，客户均不得使用 SAP Education 的培训增值卡支付在合同期限开始之前或合同期限届满之后订购或交付的培训服务。

- (b) No refunds or carry-over: The Preferred Card Value must be used within the Contract Term. No refunds can be made in relation to Preferred Card Value that is not used by Customer within the Contract Term. The Preferred Card Value cannot be carried over after the Contract Term has expired. The Preferred Card Value cannot be transferred to another SAP Education Preferred Card.

无法退款或结转：培训增值卡金额必须在合同期限内使用。对于客户未在合同期限内使用的培训增值卡金额，SAP 不提供任何退款。合同期限到期后，培训增值卡金额不得结转。培训增值卡金额不得转入另一张 SAP Education 的培训增值卡。

- (c) No Extension or Top-up: Customer shall be entitled to purchase additional separate SAP Education Preferred Cards; however Customer is not allowed to extend or top-up individual SAP Education Preferred Cards.

不支持延期或充值：客户应有权另行购买其他的 SAP Education 的培训增值卡；但是，客户不得对每张 SAP Education 的培训增值卡进行延期或充值。

- 3.5** Payment for purchases and reservations using the SAP Education Preferred Card: Customer must quote its SAP Education Preferred Card identification number when making purchases or reservations for training services. Provided that the Customer has enough Preferred Card Value to cover the full price, no invoice will be presented by SAP to Customer for payment of such purchases or reservations. The relevant price amount will be deducted from the Preferred Card Value. If there is not enough remaining Preferred Card Value to cover the full price amount of the transaction, SAP will invoice the Customer for the price amount calculated after the remaining Preferred Card Value has been applied to the transaction.

使用 SAP Education 的培训增值卡进行的购买和预订付款：购买或预订培训服务时，客户必须提供自己的 SAP Education 的培训增值卡识别号。如客户的培训增值卡金额足以支付全款，SAP 不会就此类购买或预订付款向客户提供发票。相关价格金额将从培训增值卡金额中扣取。如剩余的培训增值卡金额不足以全额支付交易额，针对该笔交易扣取剩余培训增值卡金额之后计算的价格金额，SAP 将向客户开具发票。

#### **4. DURATION**

##### **持续时间**

- 4.1** Fixed Term: This Agreement is concluded for a fixed term specified in the 'Contract Term' section of the Order Form. Neither Party can terminate this Agreement for convenience, however any rights of termination for cause remain unaffected.

固定期限：本协议有效期为订购单“合同期限”一节规定的固定期限。任何一方均不得任意终止本协议，但任何因故终止的权利不受影响。

- 4.2** Expiration: After expiration of the Contract Term the SAP Education Preferred Card will cease to be valid and any unused Preferred Card Value will be reset to zero.

届满：合同期限届满之后，SAP Education 的培训增值卡将不再有效，任何未使用的培训增值卡金额都将清零。

#### **5. PREFERRED CARD SCOPE AND APPLICATION**

##### **培训增值卡范围和应用**

- 5.1** Eligible Services: Subject to the Section titled 'Restrictions', the Preferred Card Value can be used to pay for the following items provided in China: (i) Single e-learnings; (ii) E-Academies; (iii) Certification; (iv) Classroom training; (v) On Premise live learning; (vi) Virtual live learning; and (vii) Customer Specific Training.

适用的服务：根据标题为“限制”一节的规定，培训增值卡金额可用于支付中国中提供的以下产品和服务：(i) 单独的电子培训；(ii) 网络学院；(iii) 认证；(iv) 课堂培训；(v) On Premise 现场培训；(vi) 虚拟在线培训；以及 (vii) 客户特定培训。

**5.2 Excluded Services:** Preferred Card Value cannot be used for purchasing: (i) consulting services; (ii) software licenses; (iii) Learning Hub or bundles including Learning Hub; and (iv) Live Access or bundles including Live Access.

排除的服务：培训增值卡金额不得用于购买：(i) 咨询服务；(ii) 软件许可；(iii) SAP Learning Hub[学习中心]或包括 SAP Learning Hub[学习中心]的捆绑服务；以及 (iv) SAP Live Access[在线访问]或包括 SAP Live Access[在线访问]的捆绑服务。

**5.3 Customer receipt:** On receipt of Customer's Preferred Card Fee, SAP shall issue Customer with:

客户收据：收到客户的培训增值卡费用后，SAP 应向客户出具：

- (a) written acknowledgement of Customer's purchase of an SAP Education Preferred Card;  
客户购买 SAP Education 的培训增值卡的书面承诺；
- (b) a unique Customer SAP Education Preferred Card identification number;  
客户 SAP Education 的培训增值卡的唯一识别号；
- (c) an on-line account; and  
在线账户；以及
- (d) confirmation of the Bonus.  
奖金确认函。

**5.4 SAP Customer ID:** The parties agree that purchases and reservations using the SAP Education Preferred Card shall be applied exclusively to the SAP customer ID specified in the Order Form and the training services shall be used solely by Users.

SAP 客户标识：双方同意，使用 SAP Education 的培训增值卡进行的购买和预订只适用于订购单中指定的 SAP 客户标识，且培训服务应仅供用户使用。

**5.5 Contract Term:** The Customer shall be entitled to the benefits of the SAP Education Preferred Card for the Contract Term defined in the Order Form, which shall begin on the later of:

合同期限：在订购单中规定的合同期限内，客户应有权享有 SAP Education 的培训增值卡带来的收益，但该合同期限应在以下日期之后开始：

- (a) the date upon which SAP receives a signed Order form and purchase order from the Customer; or  
SAP 收到客户签署的订购单和采购订单之日；或者
- (b) the date upon which SAP receives the SAP Preferred Card Fees.  
SAP 收到培训增值卡费用之日。

In the event that the date SAP receives payment of the SAP Preferred Card Fee is any longer than 3 months after SAP's receipt of the Customer's signed Order Form, SAP reserves the right to reject the Customer order for the SAP Education Preferred Card in which case no Agreement shall be made.

如 SAP 收到培训增值卡费用付款的日期超过 SAP 收到客户签署的订购单日期后三（3）个月的，SAP 保留拒绝客户 SAP Education 的培训增值卡订单的权利，且在这种情况下无需签订任何协议。

**5.6 Decision making:** Customer shall designate, in the 'Administration details' section of the Order Form, a contact person with appropriate standing and qualifications to be available to SAP to provide necessary information relating to the Agreement and who is authorized by the Customer to make necessary decisions on behalf of the Customer.

决策：客户应在订购单“管理明细”一节指定一位具有适当地位和资质的联系人，提供给 SAP，以提供协议相关的必要信息，而且客户应授权该联系人代表客户制定必要的决策。

**5.7 Reservations:** Customer must make express reference in writing to the SAP Education Preferred Card identification number when making reservation requests for training services to SAP. Reservations are not effective until confirmed by SAP. Purchase of the SAP Education Preferred Card does not guarantee Customer participation in any specific course or event on any specific date, nor does it provide Customer with priority booking status for any specific course or event

on any specific date. Reservation requests will be handled in the order that they are received by SAP and will be booked according to the availability of the respective subscriber spaces. The Preferred Card Value can be used for all public courses that have been confirmed by SAP. However, confirmation of some courses is dependent on the number of signed up participants for that course and SAP reserves the right when, and if, to confirm and run a course.

预订：向 SAP 请求预订培训服务时，客户必须书面明确引用 SAP Education 的培训增值卡标识号。预订在 SAP 确认之后才生效。购买 SAP Education 的培训增值卡既不保证客户在任何特定日期参加任何特定课程或活动，也不为客户在任何特定日期提供任何特定课程或活动的优先预订状态。预订请求将按 SAP 收到的顺序进行处理，并且根据各个租户空间的可用性进行预订。培训增值卡金额仅可用于 SAP 已经确认的公共课程。但是，某些课程的确认取决于注册参与该课程的人数，SAP 保留何时确认和开展某课程的权利（若需要的话）。

- 5.8 Cancellations:** Cancellation requests for classroom events must be sent in writing to SAP. Cancellation fees detailed at the “terms and conditions” section of the SAP Training Site will apply to cancellations. For avoidance of doubt, where the terms and conditions on the SAP Training Site refer to a “total class fee”, for the purposes of calculating the cancellation fee due to SAP pursuant to this Section the “total class fee” shall be deemed to refer to the full published list price for that course, which the Customer would have paid to SAP for registration on the course had the Customer not registered using the SAP Education Preferred Card. The cancellation fee shall be charged by SAP even if the Customer later reschedules the individual designated User for an alternative date. Cancellation fees will be deducted from the SAP Preferred Card Value.

取消：课堂活动的取消请求必须以书面形式发送给 SAP。SAP 培训网站的“条款与条件”一节详述的取消费用将适用于取消。为避免疑义，若 SAP 培训网站上的条款与条件提及“总课程费用”，出于依据“总课程费用”一节计算付给 SAP 的取消费用之目的，“总课程费用”应视为针对该课程发布的列表价总价，如客户未使用 SAP Education 的培训增值卡注册，客户应向 SAP 支付注册参加课程的费用。即使客户随后为个人指定用户另选了日期，取消费用也应由 SAP 收取。取消费用将从培训增值卡金额中扣取。

- 5.9 Additional Terms and Conditions:** Each of the training services procured using the SAP Education Preferred Card are subject to their own separate respective terms and conditions, copies of which are available from SAP when ordering the training services. By making reservation requests or by using any of the training services, Customer agrees to those additional terms and conditions with respect to each training service. In the event of conflict between the terms and conditions for the training services and the terms detailed within this Agreement, the terms of this Agreement shall take precedence.

其他条款和条件：使用 SAP Education 的培训增值卡购买的各个培训服务受其相应条款和条件的约束，其副本在订购培训服务时由 SAP 提供。通过提出预订请求或使用任何培训服务，客户同意这些与各个培训服务相关的附加条款和条件。培训服务的条款和条件与本协议中详述的条款发生冲突时，以本协议的条款为准。

## **6. CONFIDENTIALITY**

### **保密**

#### **6.1 Use of Confidential Information:**

保密信息的使用：

- (a)** The receiving party will protect all Confidential Information of the disclosing party as strictly confidential to the same extent it protects its own Confidential Information, and not less than a reasonable standard of care. Receiving party will not disclose any Confidential Information of the disclosing party to any person other than its personnel, representatives or Users 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. Customer will not disclose the Agreement or the pricing to any third party.

接收方应按照与保护自己的保密信息相同的严格程度保护披露方的全部保密信息，且此类措施至少应具备合理的谨慎态度。接收方不得向为行使本协议项下的权利或履行本协议项下的义务而需要获取保密信

息，并承担与本节规定的条款大体类似的保密义务的员工、代表或用户以外的任何人员披露披露方的任何保密信息。客户不得向任何第三方披露本协议或价格。

- (b)** Confidential Information of either party disclosed prior to execution of the Agreement will be subject to this Section.

任何一方在签署本协议之前披露的保密信息均受到本节规定的约束。

- (c)** In the event of legal proceedings relating to the Confidential Information, the receiving party will cooperate with the disclosing party and comply with applicable law (all at disclosing party's expense) with respect to handling of the Confidential Information.

如提起与保密信息相关的法律诉讼，接收方应配合披露方并遵守适用于保密信息处理的法律（费用均由披露方承担）。

## **6.2 Exceptions:**

例外：

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)** is generally available to the public without breach of the Agreement by the receiving party,

在接收方未违反本协议的情况下，为公众所知的保密信息；

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

在披露之时已为接收方所知且不受保密限制的保密信息；或

- (d)** 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。

## **6.3 Publicity:** Neither party will use the name of the other party in publicity activities without the prior written consent of the other, except that Customer agrees that SAP may use Customer's name in customer listings or quarterly calls with its investors or, at times mutually agreeable to the parties, as part of SAP's marketing efforts (including reference calls and stories, press testimonials, site visits, SAPPHIRE participation). Customer agrees that SAP may share information on Customer with its Affiliates for marketing and other business purposes and that it has secured appropriate authorizations to share Customer employee contact information with SAP.

公开宣传：未经另一方事先书面同意，任何一方不得将对方的名称用于公开活动中，但客户同意 SAP 将客户的名称用于客户名单或与投资者举行的季度电话会议中的，或作为 SAP 的营销工作（包括推荐电话与样板客户案例、新闻推荐、现场拜访、参加 SAPPHIRE 大会）的一部分以双方一致同意的次数进行使用的除外。客户同意，SAP 可出于营销和其他业务目的与其关联企业分享有关客户的信息，且客户自身已获得与 SAP 分享客户员工联系信息的相应授权。

## **7. DATA PROTECTION**

### **数据保护**

Customer agrees to the collection, processing, and use of its personal data to the extent necessary for processing reservation requests and orders.

客户同意在处理预约请求和订单的必要范围内收集、处理和使用其个人数据。

## **8. LIMITATION OF LIABILITY**

### **责任限制**

### **8.1 Unlimited Liability:**

无限责任：

Neither party will exclude or limit its liability for damages resulting from:

任何一方均不得排除或限制其就以下各项引起的损害所应承担的责任：

- (a) unauthorized use or disclosure of Confidential Information,  
未经授权使用或披露保密信息,
- (b) either party's breach of its data protection and security obligations that result in an unauthorized use or disclosure of personal data,  
任一方因违反其数据保护和安全义务而导致未经授权使用或披露个人数据,
- (c) 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
- (d) any failure by Customer to pay any fees due under the Agreement.  
客户未能支付协议项下的任何应付费用。

**8.2 Liability Cap:** Subject to the Sections titled 'Unlimited Liability' and 'Exclusion of Damages', the maximum aggregate liability of either party (or its respective Affiliates or SAP's subcontractors) to the other or any other person or entity for all events (or series of connected events) arising in the Contract Term will not exceed the fees paid for the SAP Education Preferred Card for that Contract Term.

责任限额：依据“无限责任”和“损害排除”两节的规定，对于在合同期限内发生的所有事件（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合同期限内所支付的 SAP Education 的培训增值卡费用。

**8.3 Exclusion of Damages:**

损害排除：

Subject to the Section titled 'Unlimited Liability':

根据标题为“无限责任”一节的规定：

- (a) neither party (nor its respective Affiliates or SAP's subcontractors) will be liable to the other party for any special, incidental, consequential, or indirect damages, loss of good will or business profits, work stoppage or for exemplary or punitive damages, and  
任何一方（或其相关关联企业或 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 will not be liable for any damages caused by any training service provided for no fee.  
SAP 不就因任何免费提供的培训服务而引起的损害承担责任。

**8.4 Risk Allocation:** This Agreement allocates the risks between SAP and Customer in relation to the SAP Education Preferred Card. The Preferred Card Fee reflects this allocation of risk and limitations of liability.

风险分配：本协议在 SAP 与客户之间分配与 SAP Education 的培训增值卡有关的风险。培训增值卡费用反映了此类关于风险和责任限制的分配情况。

**9. MISCELLANEOUS**

其他条款

**9.1 Severability:** If any provision of the Agreement is held to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.

可分割性：如协议的任何条款被裁定为无效或不可执行，则该无效或不可执行不会影响协议的其他条款。

**9.2 No Waiver:** A waiver of any breach of the Agreement is not deemed a waiver of any other breach.

不放弃权利：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。

**9.3 Electronic Signature:** Electronic signatures that comply with applicable law are deemed original signatures.

电子签名：遵守适用法律的电子签名应视为原始签名。

**9.4 Governing Law:** The Agreement and any claims relating to its subject matter will be governed by and construed under the laws of China, without reference to its conflicts of law principles. All disputes will be subject to the exclusive jurisdiction of the courts located in the Shanghai. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform

Computer Information Transactions Act (where enacted) will not apply to the Agreement. Either party must initiate a cause of action for any claim(s) relating to the Agreement and its subject matter within three calendar years from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

管辖法律：协议以及与其主旨相关的任何索赔均应受中国法律的管辖并据此做出解释，但该国或地区/州或省的法律冲突规则不予适用。所有争议仅受位于上海的法院管辖。《联合国国际货物销售合同公约》和《统一计算机信息交易法案》（若实施）不适用于本协议。对于与协议及其主旨相关的任何索赔，任何一方须在知晓或经合理调查后应当知晓引发索赔的事由之日起的三（3）个日历年内提出诉讼理由。

**9.5 Agreement:** The Agreement may be modified solely in writing signed by both parties. The Agreement will prevail over terms and conditions of any Customer-issued purchase order, which will have no force and effect, even if SAP accepts or does not otherwise reject the purchase order. The components of the Agreement are the Order Form, this Terms and Conditions document and any documents referenced therein.

协议：唯经双方书面签字方能修改本协议。协议的效力应高于客户签发的任何采购订单中的条款和条件，即使 SAP 接受或未以其他形式拒绝该采购订单，此类条款和条件也不具备任何效力。协议组成部分为订购单、本条款和条件以及本协议中提及的任何文档。

## Glossary

### 术语表

1. "Affiliate" of a party means any legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the entity's shares or voting rights. Any legal entity will be considered an Affiliate as long as that interest is maintained.  
一方的“关联企业”是指一方直接或间接拥有百分之五十（50%）以上股份或表决权的任何法人实体。任何法人实体在维持 50%以上权益的前提下应将其视为一家关联企业。
2. "Agreement" means these SAP Education Preferred Card Terms and Conditions and the Order Form signed and agreed between the Parties.  
“协议”是指这些 SAP Education 的培训增值卡条款和条件以及双方签署并同意的订购单。
3. "Bonus": the bonus described in the Section titled 'Bonus'.  
“奖金”是指标题为“奖金”一节规定的奖金。
4. "Business Partner" means a legal entity that requires use of a training service in connection with Customer's and its Affiliates' internal business operations. These may include customers, distributors, service providers and/or suppliers of Customer.  
“业务合作伙伴”是指需要将培训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、服务提供商和/或客户的供应商。
5. "Commitment Value" is a prepayment value and Customer commitment to a minimum value of expenditure, as detailed in the Section titled 'Commitment Value'.  
“承诺金额”是指预付款金额和客户承诺的最低消费，详见标题为“承诺金额”的一节。
6. "Confidential Information" means:  
“保密信息”是指：
  - (a) with respect to Customer: (i) the Customer Data, (ii) Customer marketing and business requirements, (iii) Customer implementation plans, and/or (iv) Customer financial information, and  
就客户而言：(i) 客户数据，(ii) 客户的市场营销和业务需求，(iii) 客户的实施计划，和/或 (iv) 客户的财务信息，以及
  - (b) with respect to SAP: (i) the Learning Hub and Live Access products as well as the SAP training services, and (ii) information regarding SAP research and development, product offerings, pricing and availability.  
就 SAP 而言：(i) SAP Learning Hub[学习中心]和 SAP Live Access[在线访问]产品以及 SAP 培训服务；和 (ii) SAP 研发相关信息、产品供应、定价和可用性。
  - (c) Confidential Information of either SAP or Customer also includes information which the disclosing party protects against unrestricted disclosure to others that (i) the disclosing party or its representatives designates as confidential at the time of disclosure, or (ii) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure.  
SAP 或客户的保密信息还包括披露方防止向他人不受限制地进行披露的信息，其中包括：(i) 披露方或其代表在披露时规定具有保密性的信息；或 (ii) 根据其性质或披露时的情形应被视为具有保密性的信息。
7. "Contract Term" means the fixed term period in which the SAP Education Preferred Card is valid, as specified in Section titled 'Contract Term' and in the Order Form.  
“合同期限”是指 SAP Education 的培训增值卡有效的固定期限，见订购单中标题为“合同期限”一节的规定。
8. "Customer" means the party other than SAP that has entered into this Agreement.  
“客户”是指与 SAP 签署本协议的另一方。
9. "Customer Data" means any content, materials, data and information from Users. Customer Data and its derivatives will not include SAP's Confidential Information.  
“客户数据”是指源自于用户的任何内容、材料、数据和信息。客户数据及其衍生品均不包括 SAP 的保密信息。
10. "Glossary" means this current section of the Agreement.



“术语表”是指协议的当前部分。

- 11.** “Order Form” means the document entitled ‘SAP Preferred Card Order Form’ agreed and signed by the parties, under which the Customer has ordered the SAP Education Preferred Card from SAP.

“订购单”是指双方同意并签署的题为“培训增值卡订购单”的文档，客户依据该文档从 SAP 处订购 SAP Education 的培训增值卡。

- 12.** “Preferred Card Value” is the amount specified in the ‘Preferred Card Value’ section of the Order Form and is calculated by adding together the Commitment Value and the Value of Bonus.

“培训增值卡金额”是指订购单“培训增值卡金额”一节规定的金额，其计算方式是将承诺金额与奖金金额相加。

- 13.** “Preferred Card Fee” is the Commitment Value plus 6% VAT.

“培训增值卡费用”是指承诺金额加上 6% 的增值税的金额。

- 14.** “SAP” means the SAP entity that has entered into this Agreement, as well its Affiliates.

“SAP”是指签署本协议的 SAP 实体及其关联企业。

- 15.** “SAP Education Preferred Card” is the prepayment card being procured under the terms of this Agreement.

“SAP Education 的培训增值卡”是依据本协议条款购买的预付款卡。

- 16.** “SAP Training Catalogue” means the catalogue published by SAP containing details of SAP training courses and services.

“SAP 培训目录”是指 SAP 发布的目录，其中包 SAP 培训课程和服务的详细信息。

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

“SAP SE”是指 SAP 的母公司 SAP SE。

- 18.** “Section” means a specified section of these terms and conditions.

“节”是指这些条款和条件的特定小节。

- 19.** “Training Site” means [www.sap.com/training-certification](http://www.sap.com/training-certification)

“培训网站”是指 [www.sap.com/training-certification](http://www.sap.com/training-certification)

- 20.** “Travel & Expense costs” are additional costs incurred by SAP training consultants for travel and miscellaneous costs.

“差旅和费用成本”是指 SAP 培训顾问因出差和其他成本产生的附加成本。

- 21.** “User” means any individual to whom Customer grants access credentials to use a training service that is an employee, agent, contractor or representative of:

“用户”是指客户向其授予使用培训服务的访问凭据的任何个人，此类个人可以是以下各方的员工、代理、承包商或代表：

- (a)** Customer,  
客户,
- (b)** Customer's Affiliates, and/or  
客户的关联企业和/或
- (c)** Customer's and Customer's Affiliates' Business Partners.  
客户及其关联企业的业务合作伙伴。

- 22.** “Value of Bonus” means the amount indicated in the Order Form, which is calculated by multiplying the Commitment Value and the Bonus.

“奖金金额”是指订购单中标明的金额，其计算方式为承诺金额乘以奖金。