SAP Extended Payment Supplemental Terms and Conditions

SAP 延期付款补充之条款与条件

("EP SUPPLEMENT")

（以下简称“EP 补充”）

This EP Supplement is annexed to, and a part of, the Order Form into which it is incorporated by reference.

本 EP 补充作为的订购单的附录，将通过援引的方式，成为订购单的一部分。

1. DEFINITIONS.

定义。

Capitalized terms used herein and not otherwise defined have the meaning given to such terms in the Agreement (as defined in the Order Form). Certain terms are defined in the last section hereof.

本补充中以粗体显示的未定义术语应适用（订购单中定义的）协议中对其赋予的含义。本补充最后一节给出了某些术语的定义。

2. EXTENDED PAYMENTS.

延期付款。

In accordance with the terms of the Order Form, SAP agrees that Customer may pay certain amounts due under the Agreement as Extended Payments, each of which are due on the Due Date(s) referred to therein. If Customer fails to pay an Extended Payment in full on or before its Due Date, Customer shall, without prejudice to any other right or remedy available to Payee, pay to Payee interest on such unpaid Extended Payment, or unpaid amount thereof, at the maximum legal rate under applicable law, which shall accrue from the Due Date through the date Payee receives the Extended Payment and such interest in full.

根据客户与 SAP 签署的订购单条款规定，SAP 同意根据协议规定将客户就订购单项下的应付款项进行分期支付的特定金额视为延期付款，每期延期付款将在所载付款到期日到期。如果客户未能在付款到期日当天或之前全额支付延期付款，客户均应在不损害收款人的任何其他权利或者补救措施的前提下，向被收款人支付因未支付此类延期付款或前述未付金额而产生的利息，且利率适用法律允许的最高利率。此类利息费用的计息期限将从付款到期日一直到收款人收到全额的延期付款和此类利息费用为止。

Customer's obligation to pay each Extended Payment in full to the Payee is non-cancellable, absolute and unconditional and shall not be subject to, and Customer shall not and may not assert against Payee, any abatement, set off, claim, counterclaim, deferment, adjustment, reduction, or defense of any kind with respect to any Extended Payment.

本 EP 补充规定的客户以全额向收款人支付延期付款的义务是不可撤销的、需无条件绝对遵守的，且不受制于与任何延期付款有关的任何扣减、抵免、索赔、反诉、延期、调整、减少或者任何性质的抗辩，客户不应也不得向收款人主张前述权利。

3. DEFAULT/DEFAULT REMEDIES.

违约/违约补救措施。

3.1. Defaults.

违约。

Each of the following constitutes a material breach and default by Customer under the Agreement:

下列每项行为将构成客户的根本违约行为或不履行合同义务的行为：

(a) Customer fails to pay in full:

客户未能

(i) any Extended Payment within thirty days following its Due Date or

在付款到期日届满三十个(30)个日历日内全额支付任何延期付款，或

(ii) any accrued interest or other amount due from Customer under the Agreement other than Extended Payments within thirty calendar days following the day such amount is due.

在付款到期日届满三十个(30)个日历日内全额支付利息或其他逾期款项；

(b) Customer's license or other right to use any component of the SAP Products under the Agreement is canceled, terminated (except pursuant to a specifically authorized right contained in the Agreement), suspended or materially restricted or limited; or

据协议项下获得的 SAP 产品许可或 SAP 产品组件的使用权被取消、终止（因遵守相关协议中所包含的明确授权的交换权利而被终止的除外）、暂停或者受到实质性的限制；或者

(c) Customer becomes insolvent or makes an arrangement for the benefit of creditors, or a trustee or receiver is appointed for Customer or for a substantial part of its assets, or bankruptcy, reorganization or insolvency proceedings shall be instituted by or against Customer.

客户无力偿还债务或者为了债权人、信托人、接管了客户大部分资产的破产管理人的利益而转让其权利；或破产又或者自发或者被动地申请破产重组。

3.2. Default Remedies.

违约补救措施。

If any material breach or default by Customer under the Agreement exists, Payee shall have, and may exercise at any time, any or all of the following remedies:

如果协议存续期间内客户发生了根本违约行为或不履行合同义务的行为，收款人可以随时采取和执行以下任何或所有补救措施：

a) Payee may declare (as liquidated damages and not a penalty) past due Extended Payment, accrued interest and any other amount then past due under the Agreement to be, and such sums shall thereupon be, immediately due and payable in full without presentment, demand, protest or other notice of any kind;

收款人可在不提供任何提示、要求、申明或其他任何类型的通知的情况下，向客户（以违约金而非罚金的理由）主张立刻付清逾期的延期付款，计息费用和主张根据协议尚未到期但会到期的延期付款立即到期并要求客户全额支付；

b) Payee may demand, and immediately upon such demand Customer shall pay to Payee, all reasonable costs and expenses incurred by Payee to collect any amount described in clause (a) above, including reasonable attorneys' fees and expenses;

在收款人做出上述主张且有关主张立即生效之后，客户应立即向收款人支付上述(a)项中所提及的任何款项的同时，还应承担收款人由于收取上述(a)项中所提及的款项而产生的所有合理费用和支出，包括合理的律师费用和支出；

c) (i) If SAP is the Payee, SAP may terminate or cancel the Agreement as set forth therein and

若 SAP 为收款人，SAP 可以按该规定终止或取消协议；且

(ii) if an Assignee is the Payee, the Assignee may demand and cause SAP to terminate or cancel the Agreement and all or any part of the SAP Products, including but not limited to any licenses of, subscriptions to, or right to use and/or access, any software or services thereunder, or rights to receive support with respect to that software and/or consulting services in relation to the foregoing (and Customer hereby covenants and agrees that it will hold SAP and Assignee harmless from any such termination or cancelation); and

若受让人为收款人，受让人可以要求或促使 SAP 终止或取消协议和所有或任何部分的 SAP 产品。包括但不限于任何软件或服务的许可、租用或使用和/或访问权利，或接受前述软件和/或咨询服务的相关支持（并且客户特此保证并同意其将使 SAP 免受因任何此类终止或取消而造成的损害）；以及

d) Payee may exercise any other remedy available to it under applicable law or in equity.

收款人可以根据适用法律或衡平法行使其可以使用的任何其他补救措施。

Without prejudice to any other right or remedy available to Payee, upon Payee's termination described in clause (c) above, Customer shall:

客户应在不损害收款人的任何其他权利或者补救措施的前提下，针对上述(c)项所描述的收款人终止的情况，客户应该：

(x) immediately cease using any or all SAP Products related to any past due Extended Payment or other amount, and

立即停止使用任何或全部与到期的延期付款或其他费用相关的 SAP 产品，且

(y) within 30 calendar days de-install and delete all copies of SAP Products related to any past due Extended Payment or other amount from any computer systems owned or controlled by Customer or used for Customer's benefit, and irretrievably destroy all Documentation in any way related thereto or, upon Payee's request, deliver to SAP all copies of the SAP Products in every form, except to the extent it is required by applicable law to keep it for a longer period in which case such return or destruction shall occur at the end of such period. Payee's rights and remedies hereunder and under the Agreement shall be cumulative and non-exclusive, may be exercised concurrently or successively, shall not be deemed waived due to any failure or delay to exercise such right or remedy and may be specifically enforced. Neither SAP nor Assignee shall be required to license, lease, transfer, or use any SAP Products, or take or not take any other action, in mitigation of any damages resulting from any such material breach and default by Customer under the Agreement.

在三十个(30)日历日内，将所有与逾期的延期付款或其他费用相关的 SAP 产品的副本从任何由客户拥有或控制的、或者出于客户利益而使用的计算机系统卸载或删除，并且以任何相关方式彻底销毁所有文档，或者应收款人的要求将 SAP 产品任何格式的所有副本交付给 SAP。除非现行适用法律要求保存更长期限，在此情况下，前述退还或销毁行为应在该期限届满时实施。收款人基于本 EP 补充以及协议项下的合同权利和补救措施应具有累积性和非排他性，可同时行使亦可先后行使，收款人未能或延迟行使本协议项下的任何权利或补救措施均不被视对相关权利的放弃，而且可以具体执行。客户不得要求 SAP 或受让人授权许可、租赁、让与或使用任何 SAP 产品，或者采取或不采取任何其他可以减轻客户因对本协议所实施的根本违约或不履行合同义务的行为而产生的任何损害的行为。

4. ASSIGNMENT.

转让。

SAP may assign any or all of its EPA Rights to an Assignee without the consent of or notice to Customer. In making any such assignment, SAP:

SAP 可以在未经客户同意或不向客户发送通知的情况下，将其任何或所有 EPA 权利转让给受让人。在进行任何此类转让时，SAP：

(a) will not assign or otherwise delegate, transfer, or convey to, Assignee any obligation to perform any of SAP's duties or obligations under the Agreement and

不得向受让人转让或以其他方式委托、让与或传递 SAP 履行其在协议项下的任何职责或义务的义务，且

(b) will not amend, modify, or otherwise purport to affect any of SAP's other rights under the Agreement. Customer covenants and agrees that with respect to an assignment by SAP to an Assignee hereunder:

不得修订、修改或以其他方式有意影响 SAP 在协议项下的任何其他权利。对于 SAP 根据本协议向受让人的转让，客户保证并同意

(i) the Assignee shall have no liability to Customer under the Agreement or otherwise with respect to any SAP Products;

受让人就协议或任何 SAP 相关产品不对客户承担任何责任；

(ii) Customer shall have no, and hereby waives any and all, rights to assert, pursue or otherwise make any claim, defense, counterclaim, setoff, or other cause of action against Assignee for any loss or damage under the Agreement or with respect to any SAP Products or for breach of any warranty, express or implied, as to any matter whatsoever, including but not limited to any SAP Products and service performance, functionality, features, merchantability or fitness for a particular purpose, or any indirect, incidental, special, or consequential damages or loss of business, loss of data or loss of profits;

客户无权，并特此放弃任何和所有该等权利，就协议项下的或与任何 SAP 产品或违反任何明示或暗示或任何类型的担保的行为有关的任何损失或损害，向受让人主张、寻求或以其他方式提出任何索赔、抗辩、反诉、抵免或其他诉讼理由，包括但不限于任何 SAP 产品和服务性能、功能、特性、特定用途的适销性或适用性或任何间接的、附带的、特殊的或后果性的损害或业务损失、数据损失或利润损失；

(iii) Customer shall timely pay each assigned Extended Payment to Assignee and not in any way at any time assert against Assignee any claim, defense, counterclaim, setoff, or other cause of action that Customer may have against SAP; and

客户应及时向受让人支付所有延期付款，在任何时候都不得以任何方式向受让人主张客户可能向 SAP 提出的任何索赔、抗辩、反诉、抵免或其他诉讼理由；以及

(iv) Customer shall solely assert or otherwise pursue against SAP any claim, defense, counterclaim, setoff, or other cause of action under the Agreement or with respect to any SAP Products. So long as no material breach or default under the Agreement has occurred, Payee shall not interfere with Customer's quiet enjoyment or use of any SAP Products under and in accordance with the Agreement.

客户应单独向 SAP 主张或寻求协议项下的或与任何 SAP 产品有关的任何索赔、抗辩、反诉、抵免或其他诉讼理由。只要未实质性地产生违约后果或发生违约行为，收款人就不得干预客户根据协议对任何 SAP 产品的稳定权或使用权。

5. DEFINED TERMS.

术语定义。

As used herein and in each Order Form that incorporates the terms hereof, each of the following terms have the meaning set forth below:

本 EP 补充及包含本 EP 补充的每个订购单中，下列每个术语的含义定义如下：

a) "Assignee" means any person to whom SAP assigns all or any of its EPA Rights;
“受让人”是指 SAP 向其转让所有或任何 EPA 权利的任何人；

b) "Due Date" means each respective date an Extended Payment is due;
“付款到期日”是每笔延期付款的相应到期日期；

c) "EPA Rights" means all of the rights and interests of the payee under the Order Form to be paid by Customer the Extended Payments and all rights and remedies relating thereto and the enforcement thereof, whether arising under the Order Form or any other part of the Agreement or at law or in equity;
“EPA 权利”是指收款人依据订购单项下向客户收取延期付款的所有权利和利益，以及相关的所有权利、补救措施和强制措施，无论是依据订购单或者还是法律或衡平法所产生的；

d) "Payee" means, with respect to the related EPA Rights, SAP or, if an assignment of the EPA Rights has occurred, the respective Assignee; and
“收款人” 就相关 EPA 权利而言，指的是 SAP，或若 EPA 权利进行了转让，则是相关受让人；及

e) "SAP Products" means any software, services and consulting provided under the Order Form and Documentation related thereto, together with all support then provided by SAP with respect thereto.
“SAP 产品”是指订购单项下提供的任何软件、服务和咨询及相关文档以及 SAP 提供的所有相关支持。