

SAP PartnerEdge Build
General Terms and Conditions
一般条款与条件
(“SAP PartnerEdge Build GTC”)
(以下简称“SAP PartnerEdge Build GTC”)

1. DEFINITIONS
定义

Capitalized terms are defined in the Glossary. Other capitalized terms used in the SAP PartnerEdge Build GTC may be defined elsewhere in this SAP PartnerEdge Build GTC or other documents that constitute the Agreement.

术语见术语表中的定义。SAP PartnerEdge Build GTC 中使用的其他术语可能会在本 SAP PartnerEdge Build GTC 或构成协议的其他文件中的别处定义。

2. SCHEDULE.
协议。

The Agreement provides Partner certain rights and obligations with respect to specific SAP PartnerEdge Model(s), all as specified in the SAP PartnerEdge Schedule(s) and incorporated in the Build Master Partner Agreement.

本协议为合作伙伴提供与特定 SAP PartnerEdge 模式相关的某些权利和义务，所有这些权利和义务均在 SAP PartnerEdge 协议中规定并纳入 SAP PartnerEdge Build [构建模式]主合作伙伴协议。

3. ORDERS, PAYMENT AND TAXES
订单、付款和税费

3.1 Orders, Fees and Payment.

订单、费用和付款。

- (a) If Partner orders Software or Cloud Service under the Agreement, Partner will order SAP Solution according to SAP's standard procedures. Partner will pay fees in amount and currency as stated in the applicable Price List, SAP PartnerEdge Schedule and Order Form. Partner will pay to SAP all fees due within thirty days of date of invoice. SAP may provide invoices to an email address provided by Partner. Unpaid fees will accrue interest at the maximum legal rate. Partner purchase orders are for administrative convenience and not a condition of payment. Payment is not dependent upon completion of any implementation or other services, whether provided by Partner, SAP or their respective partners.

如合作伙伴依据协议订购软件或云服务，合作伙伴应根据 SAP 的标准程序订购 SAP 解决方案。合作伙伴应按照适用的价目表、SAP PartnerEdge 协议和订购单中规定的金额和货币支付相关费用。合作伙伴应在开具发票之日起三十（30）天内向 SAP 支付应付的所有费用。SAP 可向合作伙伴提供的电子邮件地址发送发票。未支付费用按法律规定的最高利率计收利息。合作伙伴采购订单仅为便于管理，不构成付款条件。付款不以任何实施服务或其他服务的完成为前提，无论这些服务是由合作伙伴、SAP 还是他们的合作伙伴提供。

- (b) Partner agrees to pay to SAP the annual program fee(s) as set out in the PartnerEdge Program Guide (“**Program Fee**”). With regard to the first invoice, the Program Fee will be calculated by SAP from the Effective Date of the relevant SAP PartnerEdge Schedule to 31 December of the respective calendar year. Subsequent Program Fees will be calculated from 1st January to 31 December and must be paid by the Partner annually in advance.

合作伙伴同意根据 PartnerEdge 计划指南向 SAP 支付年度计划费用（以下简称“**计划费用**”）。SAP 开具的第一张发票将计入从相关的 SAP PartnerEdge 协议生效日期起至该日历年的 12 月 31 日止的计划费用。后续的计划费用的计算期间为每年的 1 月 1 日至 12 月 31 日，并且必须由合作伙伴按年提前支付。

(c) If Partner fails to make its payment on the due date, SAP may suspend Partner's rights under the Agreement, until payment is made. All orders under the Agreement and any Order Form are non-cancellable and fees are non-refundable.

如合作伙伴未能在付款到期日前付款，SAP可能会暂停合作伙伴在本协议项下的权利，直至完成款项支付。本协议下的所有订单及任何订购单均不可取消，且费用概不退还。

(d) If SAP agrees to Partner's request to be invoiced in a different currency than the currency stated in an Order Form, the exchange rate will be based on the official fixing of the European Central bank at the date of invoice.

如SAP同意合作伙伴以不同于订购单中所述货币的货币开具发票，汇率将以欧洲央行在发票日期报出的官方固定比率为准。

3.2 Taxes.

税费。

Partner and SAP will comply with all applicable tax laws and regulations. All amounts payable by Partner to SAP do not include, service, use, property, excise, service, customs duties, value added or similar transaction taxes ("Tax(es)") now or hereafter levied. Partner will bear such taxes with the exception of income or corporation taxes attributable to SAP. If Partner is required to withhold income or corporation tax or a similar tax from any payment to SAP under this Agreement, Partner will be entitled to withhold or deduct such tax from the gross amount to be paid. However, Partner will reduce any such withholding tax payable to the lowest possible rate subject to compliance with all applicable laws and double taxation treaties. Partner will in the case of any withholding of tax provide SAP a receipt from the relevant authority to which such withholding tax has been paid and all other information and documents in order to enable SAP to apply for a tax credit against its income tax. Should the Partner fail to furnish SAP such receipt within a reasonable period, Partner will be liable to pay SAP the amount so deducted upon demand.

合作伙伴与SAP应遵守所有适用的税法和法规。合作伙伴向SAP支付的所有金额不包括现在或将来征收的服务税、使用税、财产税、消费税、关税、增值税或类似交易税（以下简称“税费”）。除SAP应缴纳的所得税或公司税以外，合作伙伴还应承担此类税费。如合作伙伴必须从本协议项下支付给SAP的任何付款中预扣所得税、公司税或类似税费，合作伙伴应有权从应付总额中预扣或扣减此类税费。但合作伙伴应在遵循所有适用法律和双重税务条约的前提下，将任何此类应付预扣税降低至尽可能最低的比率。如需要预扣任何税费，合作伙伴应向SAP提供征收此类预扣税的相关权利机构开具的收据，以及支持SAP申请税收抵免其所得税所需的所有其他信息与文档。若合作伙伴未能在合理期限内向SAP提供此类收据，合作伙伴应负责按要求向SAP支付所扣减的金额。

4. AUDIT.

审计。

SAP and Partner agree to the following audit terms:

SAP和合作伙伴同意以下审计条款：

(a) SAP shall have the right to once annually conduct an audit to verify the compliance of (i) Partner, and/or (ii) any of its Affiliates involved in the performance of obligations under any part of the Agreement, with the terms of the Agreement, in particular Partner's compliance obligations as set forth in Section 8 below. Notwithstanding foregoing, in the event SAP reasonably believes that a breach of the terms of this Agreement, in particular the compliance obligations set forth in Section 8 below, has occurred or will most likely occur, SAP shall have the right to perform an audit.

SAP应有权每年进行一次审计，验证(i)合作伙伴和/或(ii)负责依据本协议的任何部分履行相关义务的合作伙伴关联企业对本协议条款的遵守情况，特别是下面第8节所述的合作伙伴的合规义务的履行情况。尽管有上述规定，如SAP有合理理由认为发生了或极有可能发生违反本协议条款、特别是下面第8节所述合规义务的行为，SAP有权进行审计。

(b) The audit will be conducted by SAP or its nominated independent expert. By choosing the expert, SAP will take into account Partner's legitimate business interests. SAP will bear the costs of the audit unless the expert establishes a breach by the Partner in which case Partner must bear the costs.

审计将由SAP或其指定的独立专家执行。SAP在选择专家时将考虑合作伙伴的合法业务利益。SAP将承担审计的费用，但是在专家确定合作伙伴存在违约行为时，审计费用应由合作伙伴承担。

(c) SAP will provide one (1) week advance notice of an audit unless a) SAP reasonably believes that evidence to be reviewed will be compromised or b) required by investigating authorities.

除非 a) SAP有合理理由认为待审计的证据会受到破坏或 b) 调查机构有所要求, 否则SAP应提前一(1)周发送审计通知。

- (d) The audit will take place during normal business hours and SAP will instruct its expert to conduct the audit in such a manner that it will not unreasonably interfere with Partner's business operations.

审计将在正常的工作时间内进行。SAP将指示其专家采取合适的方式, 以避免无故妨碍合作伙伴的业务运营。

- (e) Partner must make full disclosure to the expert, and ensure that (i) Partner and its Affiliates involved in the performance of obligations under any part of this Agreement and any of (ii) Partner's Representatives cooperate fully and provide information, grant viewing access to all necessary and useful documents and permit the making of copies of them. Financial records that relate to the subject matter of the audit must be readily available for inspection during audits by SAP or its expert. Partner also agrees to make its employees, officers, and directors involved in the performance of obligations under this Agreement available for meetings and interviews with SAP and/or its expert for the audit. Partner agrees to provide appropriate workspace for the expert.

合作伙伴必须向专家进行充分披露, 并确保 (i) 负责依据本协议任何部分履行相关义务的合作伙伴及其关联企业和 (ii) 任何合作伙伴代表全力配合和提供信息, 授予专家查看所有必要和有用单据的权限, 并允许对这些单据进行复制。与审计标的有关的财务记录必须在SAP或其专家审计期间随时可供检查。同时, 合作伙伴同意其涉及履行本协议项下义务的员工、高级职员和主管均可出席SAP和/或其专家针对审计开展的会议和面谈。合作伙伴同意为专家提供合适的工作空间。

- (f) The expert will be bound in writing to confidentiality for the benefit of SAP and the Partner. The expert will undertake not to disclose information to SAP, except for the purpose of providing a report of the audit and, in case of a breach of any part of this Agreement, any information establishing such a breach.

为保护SAP和合作伙伴的利益, 专家将受到书面保密约定的约束。专家承诺不对SAP披露信息, 但是为提供审计报告和在出现违反本协议任何部分之规定的情形下为提供任何违约证明信息的除外。

- (g) Partner's Confidential Information disclosed during the audit will not be used by SAP for any purpose other than to verify and prove if a breach of any part of this Agreement has occurred.

SAP不得将审计过程中披露的合作伙伴保密信息用于证明存在违反本协议任何部分条款之外的其他目的。

- (h) Additional audit requirements are, if applicable, set out in the applicable SAP PartnerEdge Model.

其他审计要求(如有)见相应的SAP PartnerEdge模式的规定。

- (i) If the applicable SAP PartnerEdge Model grants Partner rights to resell SAP Software or Cloud Service with Partner Solution, Partner must include audit terms with its agreements with any third party used by Partner in connection with its sales and marketing activities under this Agreement (hereinafter "Intermediary/ies") which are materially as protective as the terms in this Section 4. Furthermore, Partner must make SAP a third-party beneficiary to such audit terms with the right to enforce such provisions directly against the Intermediary at SAP's sole discretion. Partner will use best commercially reasonable efforts to cooperate with SAP in enforcement of the audit terms in its agreements with any such third party.

如适用的SAP PartnerEdge模式授予合作伙伴通过合作伙伴解决方案转售SAP软件或云服务的权利, 合作伙伴必须在与为履行本协议项下的销售和营销活动而使用的第三方(以下简称“中间商”)之间签订的协议中包含实质上与本节(第4节)保护力度相当的审计条款。此外, 合作伙伴必须使SAP成为此类审计条款的第三方受益人, 并有权自行决定对中间商直接执行此类条款。合作伙伴应尽商业上合理的努力配合SAP, 执行其与任何此类第三方签署的协议中的审计条款。

- (j) SAP reserves the right to suspend business with the Partner in the event of a lack of reasonable and/or timely cooperation by Partner and its representatives in case of an audit. Furthermore, SAP may terminate the Agreement and any or all PartnerEdge models in accordance with Section 6.1 (Termination) below in case Partner does not cooperate with SAP during an audit as outlined in this Section 4.

如合作伙伴及其代表在审计过程中不给予合理和/或及时配合, SAP保留暂停与合作伙伴开展业务的权利。此外, 如合作伙伴不按照本节(第4节)的规定在审计过程中配合SAP, SAP可以根据下面第6.1节(终止)终止协议和任何或所有PartnerEdge模式。

5. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

知识产权和保密性

5.1 SAP Ownership.

SAP 所有权。

SAP, SAP SE, their Affiliates, or licensors own all Intellectual Property Rights in and related to the SAP Solution, SAP Materials, Documentation, Modifications, design contributions, related knowledge or processes, and any

derivative works of them conceived or created by SAP (collectively, "SAP IP"). All rights to the SAP IP not expressly granted to Partner are reserved by SAP, SAP SE, their Affiliates and licensors. Partner will not remove, delete or alter any Intellectual Property Rights notices appearing on the SAP Materials.

SAP、SAP SE 及其关联企业或许可方拥有 SAP 解决方案、SAP 材料、文档、修改、设计贡献、相关知识或流程以及 SAP 构思或创造的该等内容的任何衍生作品中所含的及相关的全部知识产权（统称“SAP IP”）。SAP、SAP SE 及其关联企业和许可方保留未明确授予合作伙伴的所有 SAP IP 权利。合作伙伴不得移除、删除或篡改 SAP 材料上显示的任何知识产权声明。

5.2 Partner Ownership.

合作伙伴所有权。

Subject to SAP's underlying Intellectual Property Rights as described in Section 5.1, Partner owns all Intellectual Property Rights in and related to the Partner Product, design contributions, related knowledge or processes, and any derivative works of them conceived or created by Partner ("Partner IP"). All rights to the Partner IP not expressly granted to SAP are reserved by Partner.

根据第 5.1 节所述的 SAP 的基本知识产权，合作伙伴拥有合作伙伴产品、设计贡献、相关知识或流程以及合作伙伴构思或创造的该等内容的任何衍生作品中所含的及相关的全部知识产权（以下简称“合作伙伴 IP”）。合作伙伴保留未明确授予 SAP 的所有合作伙伴 IP 权利。

5.3 SAP Partner Logo; Trademarks

SAP 合作伙伴标识；商标

- (a) Subject to Partner's compliance with the Program Requirements, SAP grants to Partner a revocable, nonexclusive, non-sublicensable, non-transferable license to use the SAP partner logo ("**SAP Partner Logo**") as set forth in the SAP PartnerEdge Branding Guide. No other license to any other Trademark is provided by SAP under this Agreement. Upon SAP's request, Partner will provide sample uses of the SAP Partner Logo.

在合作伙伴遵守计划要求的前提下，SAP 授予合作伙伴可撤销的、非独占的、不可分许可的、不可转让的许可，允许其按照《SAP PartnerEdge 品牌指南》的规定使用 SAP 合作伙伴标识（以下简称“SAP 合作伙伴标识”）。在本协议下，SAP 未授予任何其他商标的任何其他许可。应 SAP 要求，合作伙伴将提供 SAP 合作伙伴标识的使用示例。

- (b) Use of the SAP Partner Logo must conform to the SAP PartnerEdge Branding Guide or such other SAP trademark use requirements that SAP may provide. Partner will not use any Trademark, in whole or in part, as part of any Partner mark, name, logo, and/or domain name.

对 SAP 合作伙伴标识的使用必须符合《SAP PartnerEdge 品牌指南》或 SAP 可能提出的其他 SAP 商标使用要求。合作伙伴不得使用任何商标的全部或部分作为任何合作伙伴标记、名称、标识和/或域名的一部分。

- (c) Partner agrees not to register any Trademark (in whole or in part), or any mark confusingly similar to a Trademark. Partner will not contest the validity of the SAP Partner Logo. Partner will reasonably cooperate with SAP, at SAP's expense, in the defense and protection of the SAP Partner Logo. Partner acknowledges the value of the goodwill in the Trademarks, including the SAP Partner Logo, and that SAP is the exclusive beneficiary of such goodwill.

合作伙伴同意不注册任何商标的全部或部分，或与商标类似的会造成混淆的任何标记。合作伙伴不得对 SAP 合作伙伴标识的有效性提出质疑。合作伙伴应合理配合 SAP 保护 SAP 合作伙伴标识，费用由 SAP 承担。合作伙伴承认商标（包括 SAP 合作伙伴标识）的商誉价值，以及 SAP 为该等商誉的唯一受益人。

5.4 Confidential Information.

保密信息。

- (a) Use of Confidential Information. The receiving party will:

保密信息的使用。接收方应：

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

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

(ii) 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 5.4.

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，并承担与第 5.4 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。

(iii) 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

(iv) Retain any and all confidential, internal, or proprietary notices or legends which appear on the original and on any reproductions;

保留原件和任何复制品上出现的任何及所有保密、内部或专有声明或图例；

Partner shall not disclose any information about the Agreement, its terms and conditions, the pricing or any other related facts to any third party. Confidential Information of either party disclosed prior to execution of the Agreement will be subject to this Section 5.4.

合作伙伴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。任何一方在签署本协议之前披露的保密信息均受到本节（第 5.4 节）规定的约束。

(b) Compelled Disclosure. 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.

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

(c) Exceptions. The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that: (i) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, (ii) has become generally known or available to the public through no act or omission by the receiving party, (iii) at the time of disclosure, was known to the receiving party free of confidentiality restrictions, or (iv) is lawfully acquired free of restriction by the receiving party from a third party having the right to furnish such Confidential Information, or (v) the disclosing party agrees in writing is free of confidentiality restrictions.

例外条款。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：(i)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；(ii)因接收方的不作为或疏忽而在披露之时已为公众所知或已普遍公开的信息；(iii)在披露之时已为接收方所知且不受保密限制的保密信息；(iv)接收方从有权提供此类保密信息的第三方处合法获得且不受任何保密义务或规定限制的信息；或(v)披露方书面同意不受保密限制的信息。

(d) Publicity. Neither party will use the name of the other party in publicity activities without the prior written consent of the other, except that Partner agrees that SAP may use Partner's name in customer or partner 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, SAPPHERE participation). Partner agrees that SAP may share information on Partner with its Affiliates for marketing and other business purposes and that it has secured appropriate authorizations to share Partner employee contact information with SAP SE and its Affiliates.

公开。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，但合作伙伴同意 SAP 将合作伙伴的名称用于客户或合作伙伴名单或与投资者举行的季度电话会议中的，或作为 SAP 的营销活动（包括推荐电话与品牌故事、新闻推荐、现场拜访、参加 SAPPHERE 大会）的一部分以双方一致同

意的次数进行使用的除外。合作伙伴同意，SAP 可出于营销和其他业务目的与其关联企业分享有关合作伙伴的信息，且合作伙伴自身已获得与 SAP SE 及其关联企业分享合作伙伴员工联系信息的相应授权。

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

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

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

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

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

根据一般系统归档或备份政策，保密信息已保存在归档或备份系统中；或

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

接收方依法有权或要求保留保密信息。

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

反馈。 合作伙伴可自行决定向 SAP 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、补偿或无需注明反馈来源。

5.5 Independent Development.

独立开发。

Either party has the right to independently develop software or services that would compete with the other party's software or services without the use of the other party's Confidential Information. Either party will be free to use for any purpose the Residuals resulting from access to or work with the Disclosing Party's Confidential Information. Neither party will have any obligation to limit or restrict the assignment of such persons or to pay fees or royalties for any work resulting from the use of Residuals. However, nothing in this subsection will be deemed to grant to either party a license under the other party's copyrights or patents.

各方有权在不使用另一方保密信息的情况下，独立开发与另一方的软件或服务相竞争的软件或服务。无论出于任何目的，各方均有权自由使用因接触或使用披露方的保密信息而引发的残留信息。任何一方均没有义务限制或约束该等人员的指派，或为因使用残留信息而引起的任何工作支付费用或特许权使用费。但是，该小节的任何内容不得视为向一方授予另一方版权或专利权下的许可。

5.6 Enforcement of Rights.

行使权利。

If any third party to whom Partner has granted rights or access with respect to any SAP Product in accordance with the Agreement, is using, accessing, marketing or selling, the SAP Product without, or exceeding its, authorization, Partner will cooperate with SAP in enforcement and protection of SAP's rights. At the request of SAP, if prompt enforcement and protection of SAP's rights by Partner or cooperatively with SAP is not timely or successful, then Partner will temporarily stop marketing, licensing, positioning, providing and distributing the SAP Product to any such third party unless and until such unauthorized activity is resolved to SAP's satisfaction. 如合作伙伴已经依据协议向其授予与任何 SAP 产品相关的权利或访问权的第三方正在使用、访问、推销或销售 SAP 产品，但没有得到授权或超出授权范围，合作伙伴应配合 SAP 行使和保护 SAP 的权利。应 SAP 要求，如合作伙伴未及时或成功配合 SAP 立即行使和保护 SAP 的权利，合作伙伴应暂停向任何此类第三方推销、许可、定位、提供和分销 SAP 产品，除非或直至此类未经授权的活动得到解决，且达到 SAP 的满意。

6. TERM AND TERMINATION

期限和终止

6.1 Termination.

终止。

A party may terminate a SAP PartnerEdge Schedule and SAP PartnerEdge Model:

在以下情况下，一方可以终止 SAP PartnerEdge 协议和 SAP PartnerEdge 模式：

- (a) upon thirty days written notice of the other party's material breach of the Build Master Partner Agreement, SAP PartnerEdge Build GTC, or the applicable SAP PartnerEdge Model or SAP PartnerEdge Schedule, unless the breach is cured during such thirty-day period;
在收到另一方严重违反 SAP PartnerEdge Build [构建模式]主合作伙伴协议、SAP PartnerEdge Build GTC 或适用的 SAP PartnerEdge 模式或 SAP PartnerEdge 协议书面通知后三十（30）天内，除非在该三十（30）天的期限内纠正违约行为；
- (b) as specifically permitted under the applicable SAP PartnerEdge Model with termination effective thirty days after receipt of notice, or
适用的 SAP PartnerEdge 模式明确允许，终止在收到通知之后的三十（30）天内生效，或
- (c) immediately if (i) the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise materially breaches Sections 5.4 or 11.5; or (ii) Partner fails to comply with Sections 4 and 8 including (1) comply with information requests required by SAP to carry out due diligence checks when joining the SAP PartnerEdge Build program and any subsequent due diligence renewal requests and/or audits, or (2) meet the due diligence requirements of the SAP PartnerEdge Build program.
如果 (i) 另一方申请破产、无力偿还债务或为债权人利益进行转让，或严重违反第 5.4 或 11.5 节的规定；或 (ii) 合作伙伴未能遵守第 4 和第 8 节规定，包括 (1) 遵守在加入 SAP PartnerEdge Build [构建模式]计划时 SAP 为执行尽职调查所提出的信息请求和任何后续尽职调查更新请求，和/或 (2) 符合 SAP PartnerEdge Build [构建模式]计划的尽职调查要求，则终止立即生效。

Termination will not relieve Partner from its obligation to pay fees that remain unpaid, except as authorized in the applicable SAP PartnerEdge Model. Partner agrees that communications to its Customers or other third parties and any publications/press releases regarding such termination will be mutually agreed in writing prior to distribution.

终止不会免除合作伙伴支付尚未支付的费用义务，除非在适用的 SAP PartnerEdge 模式中获得授权。合作伙伴同意，在向客户或其他第三方以及任何出版物/新闻稿发布有关此类终止的通知之前，双方应就此达成一致的书面同意。

6.2 Effect of Expiration or Termination.

有效期届满或终止的效力。

Model specific effects of termination are set forth in each SAP PartnerEdge Model. Upon termination of a SAP PartnerEdge Model, and except as otherwise expressly permitted under the SAP PartnerEdge Schedule: 相应的 SAP PartnerEdge 模式中对于终止的效力有具体的规定。一旦终止 SAP PartnerEdge 模式，除非 SAP PartnerEdge 协议另行明确许可：

- (a) Partner's right to the following immediately ends:
合作伙伴的以下权利立即终止：
 - (i) hold itself out as partner of SAP under or in connection with such SAP PartnerEdge Model;
成为此类 SAP PartnerEdge 模式下或与之相关的 SAP 合作伙伴；
 - (ii) use the SAP trademarks, including, without limitation, the SAP Logos which Partner was authorized to use as set out in this SAP PartnerEdge Build GTC under or in connection with such SAP PartnerEdge Model;
使用 SAP 商标，包括但不限于在此类 SAP PartnerEdge 模式下或因与之相关而根据本 SAP PartnerEdge Build GTC 的规定授权其使用的 SAP 标识；
 - (iii) use the Documentation and other marketing programs and other materials and all copies, reproductions, summaries, or extracts thereof or based thereon distributed by SAP or its Affiliates under or in connection with such SAP PartnerEdge Model.
使用 SAP 或其关联企业在此类 SAP PartnerEdge 模式下或因与之相关而分发的文档和其他营销计划和材料，以及通过或根据这些文档和材料生成的所有副本、复制品、摘要或摘录。
- (b) Partner's right to use the Software and Cloud Service and all Confidential Information, or identify itself as an SAP partner will end;
合作伙伴使用软件和云服务以及所有保密信息，或身为 SAP 合作伙伴的权利将终止；
- (c) Confidential Information of the disclosing party will be returned or destroyed as required by the Agreement;
披露方的保密信息将按协议要求退还或销毁；

(d) The parties agree that communications to Customers and any publications/press releases regarding such termination will be mutually agreed upon, in writing, prior to distribution; and
协议双方特此同意，在向客户以及任何出版物/新闻稿发布有关此类终止的通知之前，双方应就此达成一致的书面的同意；以及

(e) Termination of an SAP PartnerEdge Model applies to all Software and Cloud Service licensed or subscribed under such SAP PartnerEdge Model. Except for termination of the affected Software and Cloud Service by SAP permitted under the applicable SAP PartnerEdge Model or as otherwise mutually agreed by the Partner in writing, partial termination of a SAP PartnerEdge Model is not permitted with respect to any part of the SAP PartnerEdge Model, SAP PartnerEdge Schedule, addenda and order documents.

SAP PartnerEdge 模式的终止适用于依据此类 SAP PartnerEdge 模式许可和租用的所有软件和云服务。除非适用的 SAP PartnerEdge 模式允许 SAP 终止受影响的软件和云服务或合作伙伴另行书面同意，就 SAP PartnerEdge 模式、SAP PartnerEdge 协议、附录和订单文档的任何部分而言，均不得部分终止 SAP PartnerEdge 模式。

6.3 Survival.

存续。

Sections 1, 3.1-3.2, 4(a)-(j), 5.1- 5.6, 6.2-6.3, 7 through 11 will survive the expiration or termination of the Agreement.

第 1、3.1-3.2、4(a)-(j)、5.1-5.6、6.2-6.3、7-11 节的规定在本协议有效期届满或终止之后继续有效。

7. IMPORT AND EXPORT CONTROLS

进出口管制

7.1 Export Compliance.

出口合规。

(a) SAP Confidential Information is subject to export control laws of various countries, including the laws of the United States and Germany (“Export Regulations”). Partner will not submit SAP Confidential Information to any government agency for licensing consideration or other regulatory approval without the prior written consent of SAP, and will not export SAP Confidential Information to countries, persons or entities if prohibited by export laws. Partner will take all precautions to ensure that any distributor, reseller and Customer permitted under the applicable SAP PartnerEdge Model complies with the Export Regulations.

SAP 保密信息受到不同国家/地区的出口管制法律的限制，包括美国和德国的法律（“出口条例”）。未经 SAP 事先书面同意，合作伙伴不会因许可或其他法定审批而向任何政府部门提交 SAP 保密信息，也不会向出口法律禁止的国家/地区、个人或实体出口 SAP 保密信息。合作伙伴应采取所有预防措施，确保适用的 SAP PartnerEdge 模式许可的分销商、经销商与客户均不违反出口条例。

(b) Export Assistance. Partner will support SAP in obtaining any required export and import authorization and/or approval by providing such information as requested by SAP. The availability of the Cloud Service and SAP Materials may require prior export and/or import authorizations and this process may delay or prevent the delivery of Cloud Service or SAP Materials, including support services. This section also applies to any Cloud Service or support services that SAP delivers directly to the Customer under the applicable SAP PartnerEdge Model.

出口协助。合作伙伴应提供 SAP 所要求的信息，以支持 SAP 获取任何必要的出口与进口授权和/或批准。若要使用云服务与 SAP 材料，可能需要事先获得出口和/或进口授权，获得授权的流程可能会延迟或阻止云服务或 SAP 材料（包括支持服务）的交付。本节也适用于 SAP 依据适用的 SAP PartnerEdge 模式直接向客户交付的任何云服务或支持服务。

(c) Required Authorization. It is Partner’s sole responsibility to obtain any required authorization and/or approval from the competent authorities to comply with any applicable Export Regulations with respect to the Bundled Service.

必要的授权。合作伙伴全权负责从主管部门获取任何必要的授权和/或批准，以遵守适用于捆绑服务的任何出口条例。

8. PARTNER'S COMPLIANCE OBLIGATIONS

合作伙伴的合规义务

8.1 Compliance Obligations.

合规义务。

Partner will conduct operations in compliance with applicable laws, rules and regulations in exercising its rights and obligations under this Agreement. Laws may include but not be limited to the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and local anticorruption legislation that may apply. Partner undertakes that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, or other unlawful or improper means of influencing or obtaining business. Partner agrees that such payment of money, kickback, or anything of value shall be deemed a material breach for purposes of this Agreement. Partner will comply with SAP's Partner Code of Conduct, or its own code of conduct if comparable standards are established. Partner confirms that it is not listed by any government agency as debarred, suspended, or proposed for suspension or debarment or otherwise determined to be ineligible for government procurement programs.

合作伙伴在开展经营活动时，应遵守适用的法律法规，行使和履行本协议下的权利和义务。法律包括但不限于美国的《海外反腐败行为法》、英国的《反贿赂法案》以及当地可能适用的反腐败法。合作伙伴承诺，不得出于公开或商业贿赂目的或效用，或其他影响或获取业务的非法或不当方式，进行任何付款或价值转移。合作伙伴同意，就本协议而言，支付款项、回扣或有价物品的这类行为应视为实质性违约。合作伙伴应遵守 SAP 合作伙伴业务行为守则，或者如果合作伙伴制定了类似的标准，也可以遵循自己的业务行为守则。合作伙伴确认，其未被任何政府部门列为政府采购项目的排除、暂停单位，亦未被提议为暂停或排除单位或被列入政府采购项目不合格名单。

8.2 Business Entertainment.

业务招待。

Business entertainment conducted for the fulfilment of this Agreement must be appropriate, transparent, compliant with policies of the guest's company, and absent of any appearance of an attempt to influence business decisions.

为履行本协议而提供的业务招待必须合理、透明、符合客人企业的相关政策，且不得有任何试图影响业务决策的表现。

8.3 Delegation.

委托。

Partner may not assign, delegate, subcontract its obligations under this Agreement to any third party, unless expressly permitted under the Agreement or with express permission from SAP. Partner shall require all subcontractors to agree to terms substantially similar to this Section 8 in writing.

除非协议或经 SAP 明确许可，否则合作伙伴不得向任何第三方转让、委托、分包其在本协议项下的义务。合作伙伴应要求所有分包商以书面形式同意与本节（第 8 节）实质上相似的条款。

8.4 Representation. Partner is solely responsible for making accurate and complete representations in seeking SAP's consent for any transferal or subcontracting under this Agreement. In no event shall Partner sell, resell, license, sublicense, distribute, make available, rent or lease or otherwise commercially exploit to any other third party the products and services procured from SAP for a named Customer, unless expressly permitted under the Agreement.

陈述。在就本协议下的任何转让或分包征求 SAP 同意时，合作伙伴全权负责提供准确且完整的陈述。除非本协议明确允许，否则在任何情况下，合作伙伴均不得向任何其他第三方销售、转售、许可、再许可、分销、提供、租借、租赁或出于商业目的以其他方式向任何第三方提供从 SAP 处为指定客户采购的产品和服务。

8.5 Conflicts of Interest. SAP expects Partner to prevent any conflict of interest and to maintain a policy to identify and disclose potential conflicts. Partner must inform SAP's Office of Ethics and Compliance without undue delay if Partner becomes aware of any conflict of interest, or the appearance thereof. The term "conflict of interest" describes any circumstance that could cast doubt on the Partner's ability to act with objectivity regarding the rights and obligations under this Agreement.

利益冲突。SAP 希望合作伙伴避免任何利益冲突，并制定政策识别和披露潜在的冲突。合作伙伴发现利益冲突或出现利益冲突时，必须立即通知 SAP 道德与合规办公室。“利益冲突”术语用于描述对合作伙伴在履行本协议项下权利和义务时能否完全客观行事的能力提出质疑的情形。

8.6 Covered Individual. Partner affirms that none of its owners, directors, employees, and to its knowledge, third parties involved in the performance of this Agreement is a Politically Exposed Person or Government Official or

a Close Family Member of a Government Official (all "Covered Individual"), (i) with the ability, or appearance of ability, to influence the performance of this Agreement or (ii) who will derive any substantial financial benefit in the contractual relationship established by this Agreement. If any of Partner's owners, directors, employees and, to its knowledge, third parties involved in the performance of this Agreement is such a Covered Individual, Partner affirms that it will disclose and fully describe any such relationship in writing to SAP and obtain from SAP written acknowledgement of such disclosure.

涉及的个人。合作伙伴确认，其所有者、董事、员工以及履行本协议所涉及的第三方均不是(i) 具备或表明具备影响本协议履行的能力，或 (ii) 将在本协议建立的关系中获得任何实质性的经济利益的政治公众人物、政府官员或政府官员亲近的家庭成员（以下统称为“涉及的个人”）。如合作伙伴的任何所有者、董事、员工以及参与履行本协议的第三方为此类涉及的个人，合作伙伴确认其将以书面形式向 SAP 披露并充分描述任何此类关系，并从 SAP 处获得此类披露的书面承诺。

9. WARRANTIES AND DISCLAIMER

保证和免责声明

9.1 Disclaimer.

免责声明。

Except as otherwise provided in the applicable SAP PartnerEdge model, Neither SAP nor its subcontractors make any representation or warranties and SAP and its subcontractors disclaim all representations, warranties, terms, conditions or statements, which might have effect between the parties or be implied or incorporated into the Agreement or any collateral contract, whether by statute, common law or otherwise, all of which are hereby excluded to the fullest extent permitted by law including the implied conditions, warranties or other terms as to merchantability, suitability, originality, or fitness for a particular use or purpose. Further, except as expressly provided in the Agreement, neither SAP nor its subcontractors make any representations, warranties, terms, conditions or statements of non-infringement or results to be derived from the use of or integration with any products or services, or that the operation of any products or services will be secure, uninterrupted or error free. 除适用的 SAP PartnerEdge 模式中另有规定外，SAP 及其分包商均未作出任何声明或保证，且 SAP 及其分包商均不承认任何声明、保证、条款、条件或声明，这些声明、保证、条款、条件或声明可能在双方之间产生效力，或通过成文法、普通法或其他方式隐含或纳入本协议或任何附带合同中，所有这些在法律允许的最大范围内被排除在外，包括关于适销性、适用性、独创性或特定用途或目的的适用性的默示条件、保证或其他条款。此外，除非协议中另有明确规定，SAP 和其分包商均未就使用任何产品或服务或与任何产品或服务集成的非侵权或从中获得的结果作出任何陈述、保证、条款、条件或声明，也未保证任何产品或服务的运营将是安全的、不间断的或无误的。

10. LIMITATION OF LIABILITY

责任限制

10.1 No Cap on Liability. Neither party's liability is capped for damages resulting from:

无责任限额。对于因以下各项引起的损害，任何一方的责任均无限额：

- (a) unauthorized use or disclosure of Confidential Information;
未经授权使用或披露保密信息；
- (b) Partner's indemnity obligations under the Agreement and any SAP PartnerEdge Model;
合作伙伴在协议以及任何 SAP PartnerEdge 模式项下的赔偿义务；
- (c) Partner's unauthorized use, license or resell of any Cloud Service, Software or SAP Materials and/or any failure by Partner to pay any fees due under the Agreement;
合作伙伴未经授权使用、许可或转售任何云服务、软件或 SAP 材料和/或合作伙伴未能支付协议项下的任何应付费用；
- (d) death or bodily injury arising from either party's negligence or willful misconduct;
因任一方的过失或有意过错而引起的死亡或人身伤害；
- (e) Partner's breach of any Customer and resellers' licensing requirements set forth in the applicable SAP PartnerEdge Model;
合作伙伴违反适用的 SAP PartnerEdge 模式中规定的任何客户和经销商许可要求；
- (f) breach of the obligations imposed by s.12, Sale of Goods Act 1893, as amended by the Sale of Goods and Supply of Services Act 1980; and

违反《1893年货物买卖法》（在《1980年货物售卖和服务提供法》中修订）第12节中规定的义务；
和

- (g) any other liability which cannot be excluded or limited by applicable law.
根据适用法律不能排除或限制的任何其他责任。

10.2 Liability Cap. 责任限额。

- (a) Except as set forth in Section 10.1, and regardless of the basis of liability (whether arising out of liability under breach of contract, tort (including but not limited to negligence), misrepresentation, breach of statutory duty, breach of warranty, claims by third parties arising from any breach of the Agreement), the maximum aggregate liability of either party (or its parent, respective Affiliates or subcontractors) to the other or any other person or entity for all events (or series of connected events) arising out of the Agreement will not exceed:

除非第10.1节另有规定，否则不论责任依据为何（是否因违反合同，侵权行为（包括但不限于疏忽）、虚假陈述、违反法定义务、违反保证、因违反协议而产生的第三方索赔），任何一方（或其母公司、各自的关联企业或分包商）因协议产生的所有活动（或一系列相关活动）对另一方或任何其他个人或实体的最高责任总额不得超过：

- i. The license fee paid for the applicable Software directly causing the damage; or
为直接造成损害的适用软件支付的许可费；或
- ii. The annual subscription fee paid for the applicable Cloud Service associated with the damages for that twelve-month period. Any “twelve-month period” commences on the Subscription Term start date or any of its yearly anniversaries.
为与损害相关的适用云服务支付的十二（12）个月期限的年租用费。“十二（12）个月期限”自租用期限开始日期或其任一年度周年日开始。

- (b) Anything to the contrary herein notwithstanding, with respect to Third Party Software, under no circumstances and regardless of the nature of any claim shall SAP or its licensors' be liable for an amount of damages in excess of the paid license fees for the Third Party Software directly causing the damages.

关于第三方软件，即使本协议中有任何相反规定，在任何情况下，不论何种性质的索赔，SAP 或其许可方均不会就超出直接导致损害的第三方软件已付许可费的赔偿金额承担责任。

10.3 Exclusion of Damages. 损害免除赔偿。

- (a) Regardless of the basis of liability (whether arising out of liability under breach of contract, tort (including but not limited to negligence), misrepresentation, breach of statutory duty, breach of warranty, claims by third parties arising from any breach of this Agreement), under no circumstances shall either party (or their respective Affiliates or SAP's subcontractors) be liable to the other party or any third party for any loss or damage (whether or not the other party had been advised of the possibility of such loss or damage) in any amount, to the extent that such loss or damage is (i) incidental, consequential, special, punitive or indirect; or (ii) for any loss of profits, loss of business, loss of business opportunity, loss of goodwill, loss resulting from work stoppage or loss of revenue or anticipated savings, data loss, computer failure or malfunction, whether any such loss or damage is direct or indirect and even if advised of the possibility of such damages, and

无论责任依据为何（是否因违反合同而产生的责任、侵权行为（包括但不限于疏忽）、虚假陈述、违反法定责任、违反保证、因违反本协议而引起的第三方索赔），在任何情况下，任何一方（或其各自的关联企业或 SAP 的分包商）均不对任何金额的损失或损害向另一方或任何第三方承担责任（无论另一方是否已被告知此类损失或损害的可能性），包括此类损失或损害是 (i) 偶然的、后果的、特殊的、惩罚性的或间接的；也不对 (ii) 任何利润损失、业务损失、商业机会丧失、商誉损失、因停工而造成的损失或收入损失或预期节省损失、数据丢失、计算机故障承担赔偿责任，无论此类损失或损害是直接还是间接的，且即使已经被告知出现上述损害的可能性，以及

- (b) SAP will not be liable for any damages caused by any SAP Product provided for no fee.
SAP 不就因任何免费提供的 SAP 产品而引起的任何损害承担责任。

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH PROVISION OF THIS GTC WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OR WARRANTIES OR EXCLUSION OF

DAMAGE IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.

协议双方均明确理解并一致同意：本 GTC 中有关责任限制、免责声明或保证或损害赔偿免除的各项条款均可分割，且独立于任何其他条款，不受本协议项下其他条款的影响。

10.4 Risk Allocation.

风险分配。

The Agreement allocates the risks between SAP and Partner. The fees for the SAP Product reflect this allocation of risk and limitations of liability.

本协议将风险在 SAP 与合作伙伴之间进行了分配。SAP 产品费用反映了此类关于风险和责任限制的分配情况。

11. MISCELLANEOUS

其他条款

11.1 Severability.

可分割性。

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.

如本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。

11.2 Waivers.

弃权。

A waiver or non-enforcement against any breach of the Agreement or obligation under 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或不执行不视为对任何其他违约或义务的弃权。

11.3 Electronic Signature.

电子签名。

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

符合适用法律的电子签名应视为原始签名。

11.4 Notices.

通知。

All notices provided by Partner to SAP will be in writing and given when delivered to the address set forth in the Build Master Partner Agreement or any Order Form. Notices made under the Agreement (including, without limitation, under Section 12.3) by SAP including relating to the operation or support of the SAP Product, or the SAP PartnerEdge Model may be in the form of an electronic notice to Partner.

合作伙伴提供给 SAP 的所有通知均在以书面形式递送至 SAP PartnerEdge Build [构建模式]主合作伙伴协议或订购单中所列地址时视为送达。SAP 根据协议（包括但不限于第 12.3 节）起草的与 SAP 产品或 SAP PartnerEdge 模式的运营或支持相关的通知可以采用电子通知的形式发送给合作伙伴。

11.5 Assignment.

转让。

Without SAP's prior written consent, Partner may not assign or transfer the Agreement (or any of its rights or obligations) to any party. A Change of Control of Partner will be deemed an assignment of this Agreement. Partner will provide to SAP written notice at least sixty (60) days prior to any proposed assignment or transfer. Any attempted assignment or transfer of this Agreement in violation of this Section is void. SAP may assign the Agreement to SAP SE or any of its Affiliates.

未经 SAP 事先书面同意，合作伙伴不得向任何一方转让本协议（或其任何权利或义务）。合作伙伴的控制变更将视为对本协议的转让。合作伙伴应提前至少六十（60）日向 SAP 发出关于任何转让提议的书面通知。任何试图违反本节规定转让本协议的行为均无效。SAP 可将协议转让给 SAP SE 或其任一关联企业。

11.6 Subcontracting.

分包。

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

SAP 可将协议下的部分云服务或其履行分包给第三方。SAP 应对其分包商违反协议的行为承担责任。

11.7 Relationship of the Parties.

双方关系。

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

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

11.8 Force Majeure.

不可抗力。

Any delay in performance (other than for the payment of amounts due) caused by conditions beyond the reasonable control of the performing party is not a breach of the Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance.

因超出履行协议一方合理控制原因而造成对本协议的迟延履行（到期款项之支付义务除外），不应构成对本协议的违约。这种情况下，应延长协议的履行期限，延长时间应等于妨碍履约的情形存续时间。

11.9 Entire Agreement.

完整协议。

This Agreement constitutes the complete and exclusive statement of the agreement between SAP and Partner 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 superseded by the Agreement. Each party acknowledges that in entering into the Agreement it has not relied on any representation, discussion or other writings except those expressly set out in the Agreement. Each party waives all rights and remedies which, but for this section, might otherwise be available to it in respect of any such representation, discussion or other writings. The Agreement may be modified solely in writing signed by both parties, except as expressly permitted under the applicable SAP PartnerEdge Schedule or SAP PartnerEdge Model. This Agreement will prevail over terms and conditions of any Partner-issued purchase order, which will have no force and effect, even if SAP accepts or does not otherwise reject the purchase order.

本协议构成 SAP 与合作伙伴就本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。之前的所有声明、磋商与文书（包括任何保密协议）均由本协议取代。各方均承认，在订立协议时，除了协议中明确规定的内容外，并未依赖任何声明、磋商与文书。各方放弃其在任何此类声明、磋商与文书中可能享有的一切权利和补救措施（本节规定的除外）。除非适用的 SAP PartnerEdge 协议或 SAP PartnerEdge 模式明确许可，否则本协议仅在双方书面签字的情况下方可进行修改。本协议的效力应高于合作伙伴签发的任何采购订单中的条款和条件；此类条款和条件不具备任何效力，即使 SAP 接受或未以其他形式拒绝该采购订单，也是如此。

11.10 Non-Exclusivity.

非排他性。

This is a non-exclusive relationship. Each party may have similar agreements with others.

这是非排他性关系。各方可与他人签订类似协议。

11.11 Governing Law.

管辖法律。

This Agreement will be construed, and the legal relations between the parties hereto will be determined, in accordance with the laws of P. R. China. In the event of any conflicts between foreign law, rules, and regulations, and China law, rules, and regulations, China law, rules, and regulations will prevail and govern. Any dispute arising from or in connection with this Agreement shall be submitted to Shanghai International Arbitration Center ("SHIAC") for arbitration which shall be conducted in Shanghai in accordance with SHIAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties. The parties agree that the arbitration proceedings and the outcome shall be kept strictly confidential. 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.

本协议将根据中国法律进行解释，并据此确定本协议双方之间的法律关系。外国法律、条例和法规与中国法律、条例和法规产生任何冲突时，应以中国法律、条例和法规为准。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仲裁中心，按照申请仲裁时该中心现行有效的仲裁规则在上海进行仲裁。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结果予以严格保密。《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。

11.12 Records.

记录。

Partner will maintain accurate and transparent books, records and accounts in accordance with record retention policies sufficient to accurately account for transactions and to demonstrate compliance with applicable laws and regulations. Financial books, records, and statements shall be kept in reasonable detail, accuracy and fairly reflect the disposition of assets and transactions. The contents of the books and records and related supporting documentation should be sufficient such that a third party could assess the business purpose of the transaction, including (as applicable) the identification of any third parties involved. Partner must accurately document all transactions related to this Agreement and prevent side agreements contradicting the terms of the Agreement and the commitments made by Partner towards SAP, whether oral or written. Where Partner becomes aware of any such side commitments, Partner must promptly notify SAP of such commitments in writing.

合作伙伴应依据记录保留政策保留准确透明的账目、记录和账户，足以准确地解释交易和证明对适用法律法规的遵守情况。账务账目、记录和报表应保留合理的细节，应能够准确、公正地反映出对资产和交易的处理情况。账目、记录及相关支持性凭证的内容应充分，以便第三方评估交易的业务目的，包括证明所涉及的任何第三方的身份（若适用）。合作伙伴必须准确记录所有与本协议有关的交易，防止出现与协议条款以及合作伙伴向 SAP 所做承诺相矛盾的口头或书面协议。一旦合作伙伴发现任何此类承诺，应立即书面通知 SAP。

11.13 Priority of Agreements.

协议的优先顺序。

The following descending order of precedence will apply, in the event of any conflict or inconsistency between parts of the Agreement: (a) Order Form, if applicable; (b) the applicable SAP PartnerEdge Schedule; (c) the applicable SAP PartnerEdge Model; (d) the Master Partner Agreement; (e) the SAP PartnerEdge Build GTC; (f) Price List, (g) the PartnerEdge Program Guide; and (h) the PartnerEdge Branding Guide.

本协议各部分之间产生任何冲突或不一致时，适用以下按降序排列的优先顺序：(a) 订购单（如适用）；(b) 适用的 SAP PartnerEdge 协议；(c) 适用的 SAP PartnerEdge 模式；(d) 主合作伙伴协议；(e) PartnerEdge Build GTC；(f) 价目表；(g) PartnerEdge 计划指南；以及 (h) PartnerEdge 品牌指南。

12. CHANGES TO TERMS.

条款变更。

12.1 Price List.

价目表。

SAP reserves the right to change the Price List without prior written notice. Any change to the Price List will become effective on the date indicated in the Price List or if no such date is indicated, upon the earliest of (i) it being published on SAP's partner-dedicated website or (ii) it otherwise being provided by SAP or its Affiliates to the Partner. The Price List that was effective when Partner places a correctly filled-out order for the relevant SAP Product with SAP will apply. Existing quotes provided by SAP to Partner will be honored for the time that the quote is valid or in case the quote does not contain a validity date for the time during which the quote can reasonably be expected to be accepted.

SAP 保留未经事先书面通知变更价目表的权利。价目表的任何变更将于其上写明的生效日期生效，若未写明此生效日期，则以下述两个日期中较早的为准：(i) 在 SAP 专门面向合作伙伴的网站上发布之时或 (ii) 由 SAP 或其关联企业向合作伙伴提供之时。合作伙伴就相关 SAP 产品向 SAP 提交正确填写的订单时，适用其时有效的价目表。而 SAP 提供给合作伙伴的现有报价在该报价的有效期间内，或在该报价未包含有效期间但经合理预计将被接受时，仍然有效。

12.2 Terms.

期限。

SAP reserves the right to change any or all parts of this Agreement (in particular by replacing parts of it with an updated version), including, without limitation, any SAP PartnerEdge Model, the PartnerEdge GTCs, the PartnerEdge Program Guide, the PartnerEdge Branding Guide, and any other guide or agreement concluded under or in connection with the Agreement as may be reasonably required and consistent with SAP's practices. SAP 保留变更本协议任何或所有部分（尤其是使用最新版本替换部分内容）的权利，包括但不限于任何 SAP PartnerEdge 模式、PartnerEdge GTC、PartnerEdge 计划指南、PartnerEdge 品牌指南、以及应 SAP 实践的合理要求而根据本协议或与之相关的内容订立的任何其他指南或协议。

12.3 Notice.

通知。

SAP will give Partner at least:

SAP 将给予合作伙伴:

- (a) if Partner is located in EMEA or APJ, three months; and
若合作伙伴位于欧洲、中东和非洲地区或亚太及日本地区，则不少于三（3）个月；
- (b) if Partner is located in North America or Latin America, sixty days,
若合作伙伴位于北美或拉丁美洲，则不少于六（6）天，
prior notice in writing or in any other documented form of changes to the items listed in this Section 12.2.

事先书面或任何其他文件的形式通知本节（第 12.2 节）所列项目的变更。

Unless otherwise stated in the notice, the notice will become effective:

除非通知中另有规定，否则通知将于下述时间生效:

- (i) if Partner is located in EMEA or APJ, three months; and
若合作伙伴位于欧洲、中东和非洲地区或亚太及日本地区，生效时间为三（3）个月后；
- (ii) if Partner is located in North America or Latin America, after sixty-days (“Change Period”).
若合作伙伴位于北美或拉丁美洲，生效时间为六（6）天后（以下简称“变更期限”）。

If the justified interest of Partner is negatively affected by the changes, Partner is entitled to terminate the affected part of the Agreement with effect to the expiration of the applicable Change Period. If Partner does not terminate within the applicable Change Period, the changes are deemed to be accepted by Partner.

若合作伙伴的正当利益因变更而受到不利影响，合作伙伴有权终止协议受影响的部分，终止生效时间为适用的变更期限届满之时。合作伙伴未在前述时间内终止的，视为合作伙伴接受变更内容。

12.4 Any change that SAP reasonably believes to be beneficial to Partner may, at SAP’s discretion, become effective upon notice by SAP. Such changes include, but are not limited to, increased discounts, promotions and program enhancements. Should Partner believe a change not to be beneficial, Partner must notify SAP in writing within five days of receipt of such notice that Partner does not agree with SAP’s assumption and state the reasons why the change would not be beneficial to Partner. In such case, Section 12.3 above applies.

对于 SAP 有合理理由认为有利于合作伙伴的任何变更，SAP 可自行决定于 SAP 发出通知时生效。前述变更包括但不限于增加折扣、促销与计划提升。若合作伙伴认为变更对其不利，其必须在收到此类变更通知的五（5）日内以书面形式告知 SAP 其存有异议，并阐明变更将对其不利的理由。在此类情况下，上述第 12.3 节适用。

12.5 SAP may elect to discontinue the distribution of any or all components or functionality of any or all of the SAP Solution and to cancel any or all orders for the discontinued SAP Solution without liability to partner. However, SAP will return any fee prepaid by Partner for the discontinued SAP Solution, including, without limitation, prepaid license fees for discontinued Software, SAP Support, Cloud Service, Subscription Service and/or other services, in each case less an appropriate amount covering the period from the effective date of the license or subscription service until the termination date of the Software license or Cloud Service.

SAP 可选择停止分发任何或所有 SAP 解决方案的任何或所有组件或功能，取消停止分销的 SAP 解决方案的任何或所有订单，且无需对合作伙伴负责。但是，SAP 将退还合作伙伴为已停止分销的 SAP 解决方案预付的任何费用，包括但不限于为已停止分销的软件、SAP 支持、云服务、租用服务和/或其他服务预付的许可费，在每种情况下减去从许可或租用服务生效日期到软件许可或云服务终止日期期间的相应金额。

Glossary

术语表

- 1.1 “Add-on”** means any development using APIs that adds new and independent functionality to the Software, but does not modify existing functionality of the Software.
“**扩展组件**”是指使用 API 所作的任何开发，此类开发为软件添加了新的、独立的功能，但不修改现有的软件功能。
- 1.2 “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。任何法人实体只要持有百分之五十（50%）以上的股份或表决权，就应被视为关联企业。
- 1.3 “Agreement”** means the SAP PartnerEdge Build GTC, the Build Master Partner Agreement, SAP PartnerEdge Model, the SAP PartnerEdge Schedule and, documents incorporated into the SAP PartnerEdge Schedule, and Order Form.
“**协议**”是指 SAP PartnerEdge Build GTC、SAP PartnerEdge Build [构建模式]主合作伙伴协议、SAP PartnerEdge 模式、SAP PartnerEdge 协议和纳入 SAP PartnerEdge 协议的文件以及订购单。
- 1.4 “APIs”** means an SAP and its Affiliates’ application programming interfaces and accompanying or related Documentation, source code, tools, executable applications, libraries, subroutines, widgets and other materials (and all derivative works or modifications thereof) that allows other software to communicate with or call on SAP Solution, including any access code, authentication keys or similar mechanisms to enable access of the APIs.
“**API**”是指 SAP 及其关联企业的应用程序编程接口以及随附或相关的文档、源代码、工具、可执行应用程序、资源库、子程序、小部件和允许其他软件与 SAP 解决方案进行通信或调用的其他材料（以及所有相关衍生作品或修改），包括任何访问代码、验证密钥或支持 API 访问的类似机制。
- 1.5 “Authorized User”** means any individual to whom Partner or its Customer, as applicable, grant access authorization to use the Cloud Service that is an employee, agent, contractor, or representative of
“**授权用户**”是指向合作伙伴或其客户授予使用云服务的访问权限的任何个人，此类个人可以是以下各方的员工、代理、承包商或代表：
(a) Partner
合作伙伴
(b) Customer
客户
(c) Partner or Customer’s Affiliates, and/or
合作伙伴或客户的关联企业，和/或
(d) Customer’s or Customer’s Affiliates’ Business Partners.
客户或其关联企业的业务合作伙伴。
- 1.6 “SAP PartnerEdge Branding Guide”** means the SAP PartnerEdge Branding and Logo Usage Guideline for Partners.
“**SAP PartnerEdge 品牌指南**”是指面向合作伙伴的 SAP PartnerEdge 品牌和标识使用指南。
- 1.7 “SAP PartnerEdge Model”** means each of the different “SAP PartnerEdge Build Specific Terms and Conditions” that are incorporated in a SAP PartnerEdge Schedule.
“**SAP PartnerEdge 模式**”是指纳入 SAP PartnerEdge 协议中的各项不同的“SAP PartnerEdge Build [构建模式]特定条款和条件”。
- 1.8 “SAP PartnerEdge Schedule”** means an SAP PartnerEdge Schedule that is executed between Partner and SAP that references the applicable SAP PartnerEdge Model.
“**SAP PartnerEdge 协议**”是指合作伙伴和 SAP 签订的引用适用的 SAP PartnerEdge 模式的 SAP PartnerEdge 协议。
- 1.9 “Bundled Solution”** means the combined offering of the Software or Cloud Service in conjunction with the Partner Product. Software or Cloud Service cannot be used independent of the Partner Product.
“**捆绑解决方案**”是指软件或云服务与合作伙伴产品相结合的产品。软件或云服务不能独立于合作伙伴产品使用。

- 1.10 “Business Partner”** means a legal entity that requires access to the SAP Solution in connection with Customer’s and its Affiliates’ internal business operations. These may include customers, distributors, service providers and/or suppliers of Customer and its Affiliates.
“业务合作伙伴”是指需要访问 SAP 解决方案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、分销商、服务提供商和/或客户及其关联企业的供应商。
- 1.11 “Change of Control”** of a party means a transaction or series of transactions (i) where 50% or more of the entity’s shares or voting rights of a party (“Control”) is acquired by persons or entities other than those who Control such party on the Effective Date of the Build Master Partner Agreement, or (ii) resulting in the sale of all or substantially all of a party’s assets.
一方的“控制变更”是指符合以下条件的交易或系列交易：(i) 在 SAP PartnerEdge Build [构建模式]主合作伙伴协议的生效日期，一方（“控制方”）50%或以上股份或投票权被控制方以外的个人或实体所获得，或 (ii) 因出售一方全部或几乎全部资产而导致。
- 1.12 “Cloud Service”** means any distinct, subscription-based, hosted, supported and operated on-demand solution provided by SAP under the SAP PartnerEdge Schedule and Order Form, including the Tools provided by SAP to Partner in connection with this Agreement.
“云服务”是指 SAP 根据 SAP PartnerEdge 协议和订购单提供的任何独有的、按需租用的、托管式支持和运行解决方案，包括 SAP 依据本协议向合作伙伴提供的工具。
- 1.13 “Confidential Information”** means all information which the disclosing party protects against unrestricted disclosure to others that (i) the disclosing party or its representatives designates as confidential and/or internal and/or proprietary at the time of disclosure; or (ii) should reasonably be understood to be confidential at the time of disclosure given the nature of the information and the circumstances surrounding its disclosure.
“保密信息”是指披露方防止不受限制披露给他人的所有信息，其中包括：(i) 披露方或其代表在披露时规定为具有保密性和/或内部和/或专有的信息；或 (ii) 根据信息的性质或披露时的情形理应被视为具有保密性的信息。
- 1.14 “Customer”** means Partner’s customer that is licensing or using the Bundled Solution only for its own internal business operations that has signed an End User Agreement. A Customer will not include any Affiliates of Partner.
“客户”是指仅出于内部业务运营之目的许可或使用捆绑解决方案的合作伙伴的客户，并且其已签署最终用户协议。客户不包括合作伙伴的任何关联企业。
- 1.15 “Data”** means any content, materials, data and information that Authorized Users entered into the production system of a Software or Cloud Service or that Customer or Partner derives from its use of and stores in the Software or Cloud Service (e.g. Customer-specific reports). Data and its derivatives will not include SAP’s Confidential Information.
“数据”是指授权用户向软件或云服务生产系统中输入的任何内容、材料、数据和信息，或者客户或合作伙伴从使用软件或云服务的过程中获得的以及存储在云软件或服务中的任何内容、材料、数据和信息（例如，客户特定报告）。数据及其衍生品均不包括 SAP 的保密信息。
- 1.16 “Documentation”** means SAP’s then-current technical and functional documentation for SAP Product as well as any roles and responsibilities descriptions, if applicable, which is made available to Partner with the SAP Product.
“文档”是指 SAP 随 SAP 产品一起提供给合作伙伴的针对 SAP 产品的届时最新的技术性和功能性文档以及任何角色和责任的说明（如适用）。
- 1.17 “End User Agreement”** means a written agreement entered into between Partner, or its resellers or distributors, if applicable, and any Customer pursuant to which Customer purchases a license or subscription to the Bundled Solution.
“最终用户协议”是指合作伙伴或其分销商或经销商（如适用）与客户签订的书面协议，客户依照此协议购买捆绑解决方案的许可或租用。
- 1.18 “Government Entity”** means any entity directly or indirectly owned or controlled by the government, a government organization, the Vatican or Holy See; any entity created by law or decree; any entity whose principal source of funds comes from the government; or any department, agency, or instrumentality of a government or a public international organization. Government Entity might be referred to as “Public Sector Customer” or “Public Sector Entity” or “State-Owned Entity” in other documents. It is within SAP’s sole discretion to determine if an entity is considered a Government Entity under the terms of this definition.
“政府实体”是指由政府、政府组织、宗教组织或教会团体直接或间接所有或控制的任何实体；依据法律或法令创建的任何实体；主要由政府提供资金的任何实体；或政府或国际公共组织的任何部门或机构。在其他文档

中，政府实体可能会被称为“公共部门客户”、“公共部门实体”或“国有实体”。根据本定义条款，由 SAP 自行决定是否将某个实体视为政府实体。

- 1.19 “Government Official”** means any appointed or elected official, officer, or employee who works at the expense of taxpayers or the government or state-owned, controlled or funded companies, or any person working in specific functions or industries who are defined or regulated as a government official by local law. This definition is not exhaustive and includes but is not limited to: an officer or employee of a state-owned, controlled or funded business, school or university, hospital, telecommunication company, and other entities providing public administrative and infrastructure services; an officer, employee or official of a political party; a candidate for political office; an officer, employee or official of a non-governmental organization (NGO) or any department or agency thereof, whether regional, national or international (such as the IMF, World Bank, or United Nations).
“政府官员”是指任何任命或选举的要员、官员或由纳税人或国有、控股或出资企业负担工资的工作人员，或在特定职能部门或行业就职且被当地法律认定或规定为政府官员的任何人员。该定义并非详尽无遗，包括但不限于：国有、控股或出资企业、学校或大学、医院、电信公司以及其他提供公共行政和基础设施服务的实体的官员或员工；政党官员、员工或要员；政治职务候选人；非政府组织（NGO）或其任何部门或机构的官员、员工或要员，无论该组织是地区、国家还是国际组织（如国际货币基金组织、世界银行、联合国）。
- 1.20 “Intellectual Property Rights”** means patents of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trade secret or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, including applications 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、屏蔽作品权、商业秘密或保密权、商标、商号和服务标识及任何其他无形财产权，包括在任何国家/地区对前述任何一项权利的申请与注册，无论此类权利是否完整、现有亦或在此后申请、颁发或取得。
- 1.21 “Intermediary”** is as defined in Section 4(i).
“中间商”的定义见第 4(i)节。
- 1.22 “Modification”** means (i) a change to the delivered source code or metadata; or (ii) any other development that customizes, enhances or changes existing functionality of the SAP Product, including but not limited to, the creation, modification, enhancement or customization of any new application program interfaces, alternative user interfaces, SAP SDK or the extension of SAP data structures; or (iii) any other change to the SAP Product (other than Add-ons) utilizing or incorporating any SAP Materials; and (iv) any creation, modification enhancement or customization of the SAP Product using SAP SDK, SAP Materials, or SAP Intellectual Property Rights.
“修改”是指 (i) 对已交付的源代码或元数据的变更；或 (ii) 任何其他定制、增强或更改 SAP 产品现有功能的开发，包括但不限于创建、修改、增强或定制任何新的应用程序接口、可选用户界面、SAP SDK 或 SAP 数据结构的扩展；或 (iii) 运用或结合 SAP 材料，对 SAP 产品（除扩展组件以外）进行的任何其他变更；或 (iv) 运用 SAP SDK、SAP 材料或 SAP 知识产权进行的任何 SAP 产品创建、修改、增强或定制。
- 1.23 “New Release”** means new releases, updates or versions of the Software made generally available by SAP through unrestricted shipment pursuant to SAP Support after the Effective Date of the Agreement.
“新版本”是指 SAP 在协议生效日期后，根据 SAP 支持义务，通过无限量发售方式全面提供的软件的新版本、更新或版本。
- 1.24 “Order Form”** means the order form provided by SAP for purposes of ordering Software or Cloud Service under the applicable SAP PartnerEdge Model.
“订购单”是指 SAP 提供的订购单，用于依据适用的 SAP PartnerEdge 模式订购软件或云服务。
- 1.25 “Partner Level”** means the program levels as described in detail in the applicable PartnerEdge Program Guide.
“合作伙伴等级”是指适用 PartnerEdge 计划指南中详尽描述的计划等级。
- 1.26 “Partner Solution”** means Partner’s products, software or subscription-based, hosted, supported, or on-demand services that are approved by SAP in writing to integrate with the Software or Cloud Service as further defined in the applicable SAP PartnerEdge Model.
“合作伙伴解决方案”是指 SAP 以书面形式批准与适用的 SAP PartnerEdge 模式中规定的软件或云服务集成的合作伙伴的产品、软件或基于租用的、托管式支持或按需服务。
- 1.27 “Politically Exposed Person”** means any individuals connected to any prominent public functions, as well as their immediate family members and close associates.
“政治公众人物”是指与任何重要公共职能部门相关的任何个人，及其直系家庭成员和亲密伙伴。

- 1.28 “Price List”** means any price list(s) issued by SAP for the applicable SAP PartnerEdge Model setting out the available software, services and the prices or fees as further defined in the in the applicable SAP PartnerEdge Model.
“价目表”是指 SAP 针对相应的 SAP PartnerEdge 模式发布的任何价目表，其中明确列出了相应的 SAP PartnerEdge 模式中可用的软件、服务及价格或费用。
- 1.29 “Program Requirements”** means the Partner has to fulfill the program requirements described in the applicable SAP PartnerEdge Model and PartnerEdge Program Guide.
“计划要求”是指合作伙伴必须满足的相应的 SAP PartnerEdge 模式和 PartnerEdg 计划指南中规定的计划要求。
- 1.30 “Representatives”** means:
“代表”是指：
a party’s Affiliates, employees, contractors, sub-contractors, legal representatives, accountants, or other professional advisors.
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。
- 1.31 “Residuals”** means information in non-tangible form, which may be retained inadvertently in the unaided memory by persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained herein, so long as such persons have not studied the information for the purpose of replicating the same from memory.
“残留信息”是指曾经访问保密信息的人员无心保留在独立记忆中的无形信息，其中包括本协议所涉及的理念、概念、专有知识或技术，但此人员不得出于从记忆中复制该等无形信息的目的，研究此类信息。
- 1.32 “SAP”** means the SAP entity executing in the SAP PartnerEdge Schedule that is a party to the Agreement.
“SAP”是指签署 SAP PartnerEdge 协议并作为协议一方的 SAP 实体。
- 1.33 “SAP SDK”** means SAP software development kit that includes tools such as APIs, source code, redistributable files and instructions. SAP SDKs are also Software within the meaning of the Agreement.
“SAP SDK”是指 SAP 软件开发工具包，其中包括诸如 API、源代码、可再分发文件和说明之类的工具。SAP SDK 也是本协议所指的软件。
- 1.34 “SAP Materials”** means any materials, (including Modifications and Add-ons), software and APIs provided or developed by SAP (independently or with Partner’s cooperation) prior to or in the course of performance under the Agreement, including in the delivery of any support to Partner or its Customers and any information or materials provided by Partner to SAP relating to the Software or Documentation.
“SAP 材料”是指 SAP 在协议履行之前或期间（独立或与合作伙伴合作）提供或开发的任何材料（包括修改和扩展组件）、软件和 API，包括向合作伙伴或其客户提供任何支持，以及合作伙伴向 SAP 提供的与软件或文档相关的任何信息或材料。
- 1.35 “SAP Partner Code of Conduct”** means SAP and its Affiliates’ global policy document that provides a set of informative guidelines to enable partners to comply with good business practices which is published on SAP’s partner-dedicated website.
“SAP 合作伙伴业务行为守则”是指 SAP 及其关联企业在专门针对合作伙伴的网站上发布的指导合作伙伴遵守良好业务实践的全球性政策文档。
- 1.36 “SAP Policies”** means the operational guidelines and policies applied by SAP to provide and support the Cloud Service as incorporated in the SAP PartnerEdge Schedule.
“SAP 政策”是指纳入 SAP PartnerEdge 协议中的、SAP 在提供和支持云服务过程中所应用的运营指南和政策。
- 1.37 “SAP Solution”** means Software, Documentation, SAP Materials, Cloud Service and/or SAP Support.
“SAP 产品”是指软件、文档、SAP 材料、云服务和/或 SAP 支持。
- 1.38 “SAP Support”** means the SAP’s then-current SAP support offering set forth in the SAP support schedule that is incorporated in the SAP PartnerEdge Schedule.
“SAP 支持”是指纳入 SAP PartnerEdge 协议中的 SAP 支持协议中所述的 SAP 届时有效的 SAP 支持服务。
- 1.39 “Software”** means (i) software products licensed to Partner as specified in SAP PartnerEdge Schedule, all as developed by or for SAP, SAP SE and/or any of their affiliated companies and delivered to Partner hereunder; (ii) any new releases, updates or versions thereof made available through unrestricted shipment pursuant to SAP Support or warranty obligation and (iii) any complete or partial copies of any of the foregoing.
“软件”是指 (i) 在本协议项下，根据 SAP PartnerEdge 协议的规定，向合作伙伴许可的软件产品，所有这些软件产品均由 SAP、SAP SE 和/或任何其关联企业开发或为 SAP、SAP SE 和/或任何其关联企业而开发，并交付

给合作伙伴；(ii) 根据 SAP 支持或保证义务，通过无限量发售方式提供的前述所有软件产品的任何新发布、更新或版本；以及 (iii) 前述任一产品的任何完整或部分副本。

1.40 “Subscription Term” means the term of a SAP Product subscription identified in the SAP PartnerEdge Schedule or Order Form, including all renewals.

“租用期限”是指 SAP PartnerEdge 协议或订单中规定的 SAP 产品租用期限，包括所有续租。

1.41 “Supplement” means the supplemental terms and conditions that apply to the Cloud Service and that are incorporated in the SAP PartnerEdge Schedule. As applied to Partner’s authorized use of the Cloud Service, references to “Customer” in the Supplement will be replaced with “Partner”.

“补充”是指适用于云服务并纳入 SAP PartnerEdge 协议的补充条款和条件。在适用于合作伙伴经授权使用云服务时，补充中提及的“客户”均替换为“合作伙伴”。

1.42 “Territory” is as defined in the SAP PartnerEdge Schedule.

“地域”的定义见 SAP PartnerEdge 协议。

1.43 “Third Party Software” means (i) any and all software products and content licensed to Partner under this Agreement as specified in SAP PartnerEdge Schedule, all as developed by companies other than SAP, SAP SE and/or any of their affiliated companies and delivered to Partner by SAP; (ii) any new releases, updates or versions thereof made available through SAP Support or warranty obligations and (iii) any complete or partial copies of any of the foregoing.

“第三方软件”是指 (i) 根据 SAP PartnerEdge 协议的规定，依据本协议向合作伙伴许可的任何及所有软件产品和内容，这些软件产品和内容由 SAP、SAP SE 和/或其关联企业以外的其他公司开发并向合作伙伴交付；(ii) 通过履行 SAP 支持或保证义务提供的前述产品及内容的任何新发布、更新或版本，以及 (iii) 前述任一产品或内容的任何完整副本或部分副本。

1.44 “Tools” is as defined in the Supplement.

“工具”的定义详见补充。

1.45 “Trademarks” means the trademarks, service marks, trade names, service names, proprietary words, symbols and other logos of SAP, SAP SE, and their respective Affiliates or licensors.

“商标”是指 SAP、SAP SE 及其各自的关联企业或许可方的商标、服务标志、商号、服务名称、专有词汇、符号和其他标识。

1.46 “Usage Metric” means the standard of measurement for determining the permitted use and calculating the fees due for a Cloud Service as set forth in the SAP PartnerEdge Schedule or Order Form.

“使用指标”是指用于确定对 SAP PartnerEdge 协议或订单中规定的云服务所进行的许可使用并据其计算应付费用的衡量标准。

1.47 “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。

1.48 “Use Terms” means the Software Use Rights document that are incorporated in the SAP PartnerEdge Schedule, current as of the date of the order of the applicable Software. References to “OEM” in the Use Terms will be deleted and replaced by “Partner”. As it relates to Use of the Software by Partner, references to “Licensee” in the Use Terms will be deemed to mean “Partner” and with respect to Use of the Software by Customer, references to “Licensee” will be deemed to mean “Customer”.

“使用条款”是指纳入 SAP PartnerEdge 协议中的软件使用权利文档，自适用软件订单之日起生效。使用条款中提及的“OEM”将被删除并替换为“合作伙伴”。就合作伙伴使用软件而言，使用条款中提及的“被许可方”将被视为“合作伙伴”，就客户使用软件而言，“被许可方”将被视为“客户”。