

SAP PartnerEdge Build Integrate
SAP PartnerEdge, Build 集成选项[构建模式集成选项]
Specific Terms and Conditions
特定条款和条件
(“SAP PartnerEdge Model”)
(以下简称“SAP PartnerEdge 模式”)

1. DEFINITIONS

定义

Commonly used capitalized terms are defined in the Glossary at the end of the document. All capitalized terms not defined in this SAP PartnerEdge Model will have the meaning ascribed in the Agreement, including the Build Master Partner Agreement, any applicable SAP PartnerEdge Schedule, other applicable document, exhibit, appendix, annex, and/or Order Form included in, attached to, or referenced to in the Agreement. With respect to the SAP PartnerEdge Model, references to the “GTC” in this SAP PartnerEdge Model, the Build Master Partner Agreement or elsewhere in the Agreement means the SAP PartnerEdge Build General Terms and Conditions.

以粗体书写的常用术语在文档末尾的术语表中进行了定义。所有未在本 SAP PartnerEdge 模式中定义的以粗体书写的术语将适用协议中对其赋予的含义，协议包括 Build 主合作伙伴协议、任何适用的 SAP PartnerEdge 协议以及协议包含、附加或引述的其他适用文件、附件、附录和/或订购单。在涉及 SAP PartnerEdge 模式时，本 SAP PartnerEdge 模式、Build 主合作伙伴协议或协议其他组成部分中提及的“GTC”是指 SAP PartnerEdge Build [构建模式]一般条款与条件。

Important Notice: SAP has partnered with an independent CSP (defined below) in the People’s Republic of China (excluding Hong Kong, Macau and Taiwan) (“PRC”), enabling CSP to operate and make commercially available the Cloud Service to PartnerEdge resellers and End Users within the PRC. Notwithstanding anything in this Sell Cloud Model and the Agreement, (i) the Cloud Service is provisioned by and is available for purchase from CSP only (not SAP), and any term in this Sell Cloud Model or the Agreement that states or implies that the Cloud Service is provisioned by or available for purchase from SAP shall be amended or construed to mean provisioned by or available for purchase from CSP, and (ii) SAP does not provide any form of telecommunication services under this Sell Cloud Model or the Agreement (and any representation and/or warranty to such effect is hereby disclaimed).

重要提示: SAP 与一家独立的 CSP（定义如下）在中华人民共和国（不包括香港、澳门和台湾）（“中国”）合作，启用 CSP 操作并允许在中国境内的 PartnerEdge 经销商和最终用户商用云服务。尽管本协议中另有规定，（i）云服务是仅由 CSP 供应并从 CSP 购买的（不是从 SAP），在本协议中若有任何声明或默示云服务是由 SAP 供应或从 SAP 购买的条款，该条款将被修改或解释为是指由 CSP 供应或从 CSP 购买的，及（ii）SAP 在本协议项下不提供任何形式的电信服务（特此否认任何此类陈述和/或保证）。

2. ENGAGEMENT MODEL

服务模式

2.1 Program Requirements. Subject to Partner’s compliance with all Program Requirements (including meeting the Application Readiness Check criteria) at all times during the term of this SAP PartnerEdge Model and subject to Partner’s subscription to a Development License as set forth in the PartnerEdge Program Guide and execution of a Development Agreement, SAP grants to Partner the rights set forth in Section 2.2 below. Partner may hold itself out as an SAP PartnerEdge Build partner in the Territory (as defined in the applicable SAP PartnerEdge Schedule that references this SAP PartnerEdge Model).

计划要求。在本 SAP PartnerEdge 模式的期限内，如合作伙伴始终符合所有计划要求（包括满足应用程序就绪检查条件），并按照 SAP PartnerEdge 计划指南租用开发许可和签订开发协议，则 SAP 授予合作伙伴下面第 2.2 节列出的权利。合作伙伴可以成为地域（见提及本 SAP PartnerEdge 模式的适用 SAP PartnerEdge 协议中的定义）中的 SAP PartnerEdge Build [构建模式]合作伙伴。

2.2 Rights and Obligations.

权利和义务。

- (a) **Partner Development.** This SAP PartnerEdge Model provides no license, subscription or support to any SAP Solution and Integration Development Tools, nor does it grant Partner any right to create any integration to pass data between SAP Solution and Partner Solution. Any use of the Software, Cloud Service and associated Integration Development Tools by Partner is subject to the terms and conditions of a separate Development Agreement. Any use of Software by Customers are subject to the separate software license agreements entered into between SAP, its Affiliates or its resellers and the Customers. Any use of Cloud Service by Customers are subject to the separate cloud service agreements entered into between CSP and the Customers.

合作伙伴开发。本 SAP PartnerEdge 模式不提供任何 SAP 解决方案和集成开发工具的许可、租用或支持，亦不授予合作伙伴创建任何集成或在 SAP 解决方案与合作伙伴解决方案之间传递数据的任何权利。合作伙伴对软件、云服务和相关集成开发工具的任何使用均受单独开发协议条款和条件的约束。客户对软件的任何使用均须遵守由 SAP、其关联企业或其分销商与客户之间签订的单独软件许可协议。客户对云服务的任何使用均须遵守由 CSP 与客户之间签订的单独云服务协议。

- (b) **SAP App Center.** Partner may apply to become a participant of the SAP App Center. Use of the SAP App Center is subject to the terms and conditions of a separate participation agreement.

SAP App Center [应用中心]。合作伙伴可以申请加入 SAP App Center [应用中心]。使用 SAP App Center [应用中心]应遵守单独签订的参与协议的条款和条件。

- (c) **Solution Review.** The Partner Solution that includes any Extension must be reviewed and approved by SAP in advance in accordance with SAP's standard practices (including meeting the Application Readiness Check criteria) before Partner may promote or make it available to its Customers or third parties. Partner agrees to provide such information about the Partner Solution and associated Extension as reasonably requested by SAP. SAP may deny or withhold approval in its sole discretion. SAP's approval of the Partner Solution and associated Extension is not, and will not be construed or represented by Partner to any third party to be a verification of the Partner Solution and associated Extension functionality or any support, preference, warranty or endorsement of such by SAP in any way.

解决方案评估。SAP 必须依据 SAP 的标准实践（包括满足应用程序就绪检查条件），事先审核和批准包括任何扩展程序在内的合作伙伴解决方案，合作伙伴才能将其推销或提供给客户或第三方。合作伙伴同意在 SAP 提出合理请求时提供有关合作伙伴解决方案及相关扩展程序的信息。SAP 可以自行拒绝或撤销对合作伙伴解决方案的批准。合作伙伴不得就 SAP 对合作伙伴解决方案及相关扩展程序的批准向任何第三方解释为或描述为对合作伙伴解决方案及相关扩展程序功能的验证，或者是 SAP 对合作伙伴解决方案及相关扩展程序的任何形式的支持、倾向、保证或认可。

- (d) **Data Privacy.** Partner will ensure that if the Partner Solution and associated Extension access, collect, or transmit any Customer data from Software or Cloud Service, Partner is responsible for collecting and maintaining all such data in compliance with applicable data privacy and protection laws. Partner must enter into appropriate data protection agreements with Customer as required by applicable laws and regulation, including without limitation, data protection laws. Unauthorized Use of Customers' data will be subject to immediate termination of this SAP PartnerEdge Model and the Development Agreement.

数据隐私。合作伙伴应确保，如果合作伙伴解决方案及相关扩展程序访问、收集或传输软件或云服务中的任何客户数据，合作伙伴负责依据适用数据隐私和保护法的规定收集和维持所有此类数据。合作伙伴必须按照适用法律和法规的要求（包括但不限于数据保护法）与客户签订相应的数据保护协议。未经授权使用客户数据将会立即终止本 SAP PartnerEdge 模式和开发协议。

2.3 Delegation. Partner may delegate the performance of the Partner's duties to suitably qualified personnel of an Affiliate. Notwithstanding such delegation by the Partner of its duties, Partner will remain directly accountable to SAP. Partner's Affiliate will not be entitled to hold itself out to be an authorized SAP partner or having any other direct relationship to SAP.

委托。合作伙伴可以委托关联企业合适的合格人员履行其职责。尽管本协议中有此类合作伙伴委托职责的规定，但合作伙伴仍将直接对 SAP 负责。合作伙伴的关联企业不得自称为授权的 SAP 合作伙伴，亦不得与 SAP 具有任何其他直接关系。

3. TERM AND TERMINATION OF THIS SAP PARTNEREDGE MODEL

本 SAP PARTNEREDGE 模式的期限和终止

3.1 Term. The term of this SAP PartnerEdge Model is as stated in the applicable SAP PartnerEdge Schedule. This SAP PartnerEdge Model may be terminated in accordance with the SAP PartnerEdge Build GTC.

期限。SAP PartnerEdge 模式的期限将在适用的 SAP PartnerEdge 协议中规定。本 SAP PartnerEdge 模式可依据 SAP PartnerEdge 构建 GTC 终止。

3.2 Termination for convenience. Either Party may terminate this SAP PartnerEdge Model for convenience with three months' written notice prior (email acceptable) to the end of the initial term set forth in the applicable SAP PartnerEdge Schedule or the then current renewal term.

任意终止。任何一方可以任意终止本 SAP PartnerEdge 模式，但必须在适用的 SAP PartnerEdge 协议中规定的初始期限或届时有有效的续租期限届满之前的三（3）个月，向另一方发出书面通知（可采用电子邮件的方式）。

3.3 Termination for non-compliance with Program Requirements. SAP may terminate this SAP PartnerEdge Model with three months' prior written notice (email acceptable) if Partner:

因不符合计划要求而终止。合作伙伴有下述情形的，SAP 可通过提前三（3）个月发出书面通知（可采用电子邮件的方式）终止本 SAP PartnerEdge 模式：

(a) did not meet all of the Program Requirements for the first time within twelve months after the Effective Date defined in the applicable SAP PartnerEdge Schedule; or
在适用的 SAP PartnerEdge 协议规定的生效日期生效后的十二（12）个月内未能首次满足所有计划要求；或

(b) does not comply with any of the Program Requirements excluding the Program Fee.
未遵守除计划费用外的任何计划要求。

3.4 Consequences of Termination. If this SAP PartnerEdge Model is terminated or expired, Partner's right to receive benefits under the SAP PartnerEdge Program immediately ends.

终止的影响。如果本 SAP PartnerEdge 模式终止或有效期届满，合作伙伴享受 SAP PartnerEdge 计划所带来的益处的权利也将立即终止。

3.5 Survival. Sections 1, 3.2, 3.4-3.5, and 4 will survive the expiration or termination of the Agreement.

存续。第 1、3.2、3.4-3.5 和 4 节的规定在协议有效期届满或终止之后继续有效。

4. DISCLAIMER.

免责声明。

4.1 Warranty Disclaimer. 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 provided under the Agreement, or that the operation of any products or services will be secure, uninterrupted or error free. Partner agrees that it is not relying on delivery of future functionality, public comments or advertising of SAP or product roadmaps.

担保免责声明。 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，除非协议明确规定，否则 SAP 及其分包商均未就使用协议提供的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。合作伙伴同意，其未依赖 SAP 未来的功能交付、公共评论或广告或者产品路线图。

4.2 Partner Representation.

合作伙伴声明。

Partner will not make any representations or warranties as to the performance of the SAP Solution or other services on behalf of SAP or otherwise make commitments on behalf of SAP. Partner represents and warrants that it has and will maintain sufficient facilities and adequate capital, resources, and personnel to market and support the Partner Solution and associated Extension and to perform its obligations under this Agreement.

合作伙伴不得代表 SAP 就 SAP 解决方案或其他服务作出任何声明或保证，亦不得以其他形式代表 SAP 作出任何承诺。合作伙伴承诺并保证，确保提供足够的设施和充足的资金、资源和人员来宣传并支持合作伙伴解决方案及相关扩展程序，并履行其在本协议项下的义务。

5. APPLICATION READINESS CHECK.

应用程序就绪检查。

Partner agrees to develop the Extension in accordance with Documentation and Application Readiness Check criteria published by SAP. Partner will be responsible for providing SAP with all necessary information on the Partner Solution and associated Extension required for SAP to enable Application Review.

合作伙伴同意根据 SAP 发布的文档和应用程序就绪检查条件，开发扩展程序。合作伙伴有责任为 SAP 提供所需的合作伙伴解决方案及相关扩展程序的所有必要信息，以便 SAP 进行应用检查。

Glossary

术语表

- 1.1 “Application Readiness Check”** means SAP’s standard procedure to review Partner Solution and associated Extension required for go-to-market services offered by SAP under a separate agreement, based on the standard criteria as made available by SAP to Partner.
“应用程序就绪检查”是指根据 SAP 为合作伙伴制定的标准条件审核所需的合作伙伴解决方案及相关扩展程序的 SAP 标准程序，以便 SAP 按照单独协议提供进驻市场服务。
- 1.2 “Build Authorization”** means that Partner needs to meet specific training and qualification requirements for the On Premise or Cloud Product Family as set out in detail in the PartnerEdge Program Guide.
“构建授权”是指依据 SAP PartnerEdge 计划指南的详细规定，合作伙伴运行“企业预置型”或“云”产品系列需要满足的特定培训和资质要求。
- 1.3 “Development License”** means a development cloud service or software license subscribed under a separate SAP Development Agreement.
“开发许可”是指根据单独的 SAP 开发协议租用的开发云服务或软件许可。
- 1.4 “Development Agreement”** means an agreement that provides for the terms and conditions of test, development and or demonstration use of the Cloud Service or Software.
“开发协议”是指规定云服务或软件的测试、开发和/或演示使用之条款和条件的协议。
- 1.5 “Integration Development Tools”** means application programming interfaces, gateways, or other connection points or other available integration paths and accompanying or related Documentation, integration adapter software, development tools, sample code and other materials made available by one party (and all derivative works or modifications thereof) to the other party, that allows a party to integrate the Partner Solution with Software or Cloud Service, including any system authorization code or similar mechanisms to enable access of the Integration Development Tools.
“集成开发工具”是指应用程序编程接口、网关或其他连接点或其他可用集成路径，以及一方向另一方提供的随附或相关的文档、集成适配器软件、开发工具、示例代码和其他材料（以及所有相关衍生作品或修改），用于允许一方集成合作伙伴解决方案与软件或云服务，包括任何系统授权代码或支持访问集成开发工具类似机制。
- 1.6 “Extension”** means the Partner or SAP managed software component or software-as-a-service component, scripts, functional calls, or code developed in connection with the Integration Development Tools specifically to capture, pass, present and render Data between the Software or Cloud Service, and the Partner Solution to provide functional benefit or data to a Customer. The Extension may be embedded or bundled with a separate partner or SAP application, UI or functionality that provides additional or different functionality, analytics, post-processing or additional rendering (and which is not part of the Extension).
“扩展程序”是指合作伙伴或 SAP 托管的软件组件或软件即服务组件、脚本、功能调用或用集成开发工具开发的代码，专门用于在软件或云服务与合作伙伴解决方案之间捕获、传递、展示和呈现数据，进而向客户提供有用功能或数据。扩展程序可以嵌入或捆绑在单独的合作伙伴或 SAP 应用程序、用户界面或功能之中，用于提供（不属于扩展程序一部分的）附加功能或其他功能、分析功能、后处理功能或其他呈现功能。
- 1.7 “Partner Solution”** means, with respect to this SAP PartnerEdge Model, a proprietary Partner solution which integrates with and which can be used with a Cloud Service or Software. The Partner Solution must add new and independent functionality beyond that provided by the Cloud Service or Software, including any new functional components for business processes not provided by the Cloud Service or Software.
“合作伙伴解决方案”在本 SAP PartnerEdge 模式中是指与云服务或软件集成并与之一起使用的专有合作伙伴解决方案。合作伙伴解决方案必须新增云服务或软件所提供功能之外的独立功能，包括云服务或软件未提供的任何业务流程的新功能组件。

1.8 **“Product Family”** means an SAP product family which may comprise of one or several Cloud Service or Software as further set out in the applicable RSPI.

“产品系列”是指由一个或多个云服务或软件构成的 SAP 产品系列，详见适用的区域特定计划信息（RSPI）。

1.9 **“Program Requirements”** means that the Partner has to fulfill certain program entry requirements as well as ongoing program requirements, some of which are general PartnerEdge requirements, some of which are specific for the “Build Engagement”, including, without limitation payment of the Program Fee(s), successful conclusion of the Application Readiness Check for at least one Partner Solution and associated Extension within twelve (12) months after the Effective Date of this SAP PartnerEdge Model, upholding a subscription to at least one Development License, and other requirements as set out in detail in the PartnerEdge Program Guide and the Region-Specific Program Information (“RSPI”).

“计划要求”是指 SAP PartnerEdge 计划指南和区域特定计划信息（RSPI）中详细规定的合作伙伴需要满足的特定计划参与要求和后续计划要求，其中有一般的 SAP PartnerEdge 要求，有专门针对“构建模式”的要求，这些要求包括但不限于支付计划费用、在本 SAP PartnerEdge 模式生效日之后的十二（12）个月内成功完成至少一个合作伙伴解决方案及相关扩展程序的应用程序就绪检查、租用至少一个开发许可或其他要求。

1.10 **“SAP Solution”** means, with respect to this SAP PartnerEdge Model, the SAP Materials, Software, CSP’s Cloud Service, and/or SAP Support.

“SAP 解决方案”就本 SAP PartnerEdge 模式而言，是指 SAP 材料、软件、CSP 的云服务和/或 SAP 支持。