

**SAP PartnerEdge Build**  
**SAP PartnerEdge 构建**  
**On Premise Specific Terms and Conditions**  
企业预置型特定条款和条件  
**(“SAP PartnerEdge Model”)**  
(“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，协议包括构建主合作伙伴协议、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、构建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 构建一般条款和条件。

## 2. ENGAGEMENT MODEL

### 参与模式

**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 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。根据提及本 SAP PartnerEdge 模式的适用 SAP PartnerEdge 协议中的定义，合作伙伴可以成为所在地域的 SAP PartnerEdge 合作伙伴。

### 2.2 Grant of Rights.

#### 权利的授予。

**(a) Partner Development.** This SAP PartnerEdge Model provides no license or subscription to any Development License to Use Software. Any use of Software by Partner for testing, development, and demonstration purposes is subject to the terms and conditions of a separate Development Agreement.

**合作伙伴开发。** 本 SAP PartnerEdge 模式不针对软件开发提供任何许可或租用。合作伙伴使用软件进行测试、开发和演示时受单独开发协议的条款和条件的约束。

**(b) On Premise Distribution License.** SAP grants to Partner a non-exclusive and non-transferable license to reproduce, market, distribute and license the Software (including any Modification and Add-ons) and Documentation only as integrated and embedded in the Partner Solutions, to run the Customer’s and its Affiliates’ internal business operations (the “On-Premise Distribution License”). Permitted uses and restrictions of the Software also apply to Third Party Software excepted as stated in the Agreement.

**企业预置型分销许可。** SAP 向合作伙伴授予一项非独占的、不可转让的许可，允许其将软件（包括任何修改和扩展组件）和文档仅以集成或嵌入的形式作为合作伙伴解决方案的一部分进行复制、宣传、分

销和许可，以开展客户及其关联企业的内部业务运营（以下简称“企业预置型分销许可”）。除非协议中有规定，否则软件的许可使用和限制条款同样适用于第三方软件。

- (c) **ASP License.** SAP grants to Partner a non-exclusive and non-transferable license to use the Software and Documentation to provide ASP Services to Customers only as an integrated part of the Partner Solution (“ASP License”). If any SAP client software is required to be used with the Software, SAP grants to Partner the right to reproduce, distribute and license such client software to the same extent as the Software under an On Premise Distribution License, provided that: (i) Customers will only be permitted to use the client software to access the ASP Services, and (ii) the Customer will not be granted general development rights to the Software.

**ASP 许可。**SAP 向合作伙伴授予一项非独占的、不可转让的许可，允许其将软件和文档仅作为合作伙伴解决方案的集成部分，为客户提供 ASP 服务（以下简称“ASP 许可”）。如需与软件一起使用 SAP 客户端软件，SAP 依据企业预置型分销许可，授予合作伙伴在与软件相同的范围内复制、分销和许可此类客户端软件的权利，但前提是：(i) 仅允许客户使用客户端软件访问 ASP 服务，且 (ii) 不应授予客户软件的一般开发权利。

- (d) **Distribution through Affiliates, Resellers and Distributors.** SAP grants to Partner the non-exclusive and non-transferable right to authorize its Affiliates, distributors and/or resellers to further distribute and license the Bundled Solution under an On-Premise License to the same extent and scope as that applied to Partner, provided that Partner will ensure that anyone it authorizes to distribute or resell the Software does so only in compliance with, and pursuant to written terms at least as protective of SAP as, the terms of the Agreement. In case of an ASP License, the same applies as above, except that the Software may not be distributed by Partner to any of its resellers or distributors.

**通过关联企业、经销商和分销商进行分销。**SAP 授予合作伙伴一项非独占的、不可转让的权利，允许合作伙伴授权其关联企业、分销商和/或经销商在合作伙伴获得授权的相同范围和领域内，按照企业预置型许可，进一步分销和许可捆绑解决方案，但合作伙伴必须确保其授权分销或转售软件的任何人都应至少遵循与协议条款具有同等保护效力的书面条款。对于 ASP 许可，上述条款同样适用，但合作伙伴不能向其分销商或经销商分销软件。

- (e) **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]。** 合作伙伴可以申请参与 SAP App Center[应用中心]。使用 SAP App Center[应用中心]应遵守单独的参与协议的条款和条件。

### 2.3 **Bundled Solution.** The Use of the Software is subject to the following additional restrictions.

**捆绑解决方案。**软件的使用还应受到以下规定的限制。

- (a) **Restricted License.** The Software may only be used with the Partner Solution to enable its performance, with data access limited to data created by the Partner Solution or data processed by the Partner Solution that is necessary to enable the functionalities of the Partner Solution (referred to as a “Restricted License”). Partner agrees that Partner Solution must add significant and primary additional functionalities to the Software in order to qualify as Partner Solution. Partner may only distribute or provide access to a Software release for as long as such Software release is under Mainstream Maintenance.

**受限制的许可。** 软件仅与合作伙伴解决方案一同使用方可启用，同时只能访问合作伙伴解决方案创建的数据或为启用合作伙伴解决方案的功能而必须由合作伙伴解决方案处理的数据（称为“受限制的许可”）。合作伙伴同意，合作伙伴解决方案必须为软件添加重要的和主要的附加功能，才能成为合格的合作伙伴解决方案。仅当软件的任何版本处于主流维护阶段时，合作伙伴才可分销该软件版本或提供该软件版本的访问权限。

- (b) **Bundled Solution Review.** The Bundled Solution 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 Bundled Solution as reasonably requested by SAP. SAP may deny or withhold approval in its sole discretion. SAP's approval of the Bundled Solution is not, and will not be construed or represented by Partner to any third party to be a verification of the Bundled Solution functionality or any support, preference, warranty or endorsement of such by SAP in any way.

**捆绑解决方案审核。** SAP 必须依据 SAP 的标准实践，事先审核和批准捆绑解决方案（包括满足应用程序就绪检查条件），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捆绑解决方案的此类相关信息。SAP 可以自行拒绝或撤销对捆绑解决方案的批准。合作伙伴不得就 SAP 对捆绑解决方案的批准向任何第三方解释为或描述为对捆绑解决方案功能的验证，或者是 SAP 对捆绑解决方案的任何形式的支持、倾向、保证或认可。

**2.4 Minimum Terms.** Each Customer having access to the Software must have executed an End User Agreement. The End User Agreement must be binding on Customers under applicable laws and regulations in the country in which Partner is providing access to the Bundled Solution. The End User Agreement must contain terms not materially less protective of SAP than the Agreement including without limitation the terms required under this Section 2.4, the applicable SAP PartnerEdge Schedule, and the Use Terms. The Minimum Terms will include Partner's rights to perform audits on Customer's usage of the SAP Materials. Partner will not make any representations or warranties regarding the functionality or performance of the SAP Solution that conflict with the Agreement.

**最低限度条款。** 每位访问软件的客户都必须签署最终用户协议。最终用户协议在合作伙伴提供捆绑解决方案访问权限的国家/地区内，必须依照适用法律和法规对客户具有约束力。最终用户协议必须包含对 SAP 的实质性保护效力不低于协议的条款，包括但不限于本节（第 2.4 节）、适用的 SAP PartnerEdge 协议以及使用条款中的必要条款。最低限度条款包括合作伙伴有权对客户使用 SAP 材料的情况进行审计。合作伙伴不得就 SAP 解决方案的功能或性能，作任何与协议相冲突的陈述或保证。

## **2.5 Authorized Users.**

**授权用户。**

**(a) Authorized Users.** Partner and Customers must be appropriately licensed as stated in the Use Terms for any individuals that Use the Software. Use may occur by way of an interface delivered with or as a part of the Software, a Partner, Customer or third-party interface, or another intermediary system. Customers may permit Business Partners to Use the Software only through screen access, solely in support of Customer's permitted Use, and not to run any of Business Partners' business operations.

**授权用户。** 合作伙伴和客户须为使用软件的任何个人取得使用条款中所述的适当许可。使用可经由一个与软件一同交付或作为软件一部分交付的接口，合作伙伴、客户或第三方接口或其他中间系统进行。客户仅可允许业务合作伙伴以屏幕访问的形式使用软件，且仅支持客户的许可使用，但不允许使用软件开展业务合作伙伴的任何业务运营。

**(b) Service Providers.** For Software licensed to Customers under an On Premise License, Customer may permit service providers to access the Software only to assist Customer with its permitted Use of the Software. For Partner's Use of the Software under an ASP License, Partner may permit service providers to access the Software only to assist Partner with its permitted Use of the Software. Service providers must enter into a written agreement with Customer or Partner, as applicable, agreeing to comply with the terms of the Agreement. Service providers cannot Use the Software to run their own business, or operate or provide processing services to any third party. Partner or Customer, as applicable, is responsible for any breach of the Agreement caused by any individuals using the Software or SAP Materials or SAP Confidential Information.

**服务提供商。** 对于通过企业预置型许可向客户许可的软件，客户可以允许服务提供商访问软件，但仅限于协助客户以允许的方式使用软件。合作伙伴按照 ASP 许可使用软件时，合作伙伴可以允许服务提供商访问软件，但仅限于协助合作伙伴以允许的方式使用软件。服务提供商必须与客户或合作伙伴（视具体情况而定）达成书面协议，同意遵守协议条款。服务提供商不能使用软件运行其自身业务，或

为第三方运营或提供处理服务。 合作伙伴或客户（视具体情况而定）对任何个人使用软件或 SAP 材料或 SAP 保密信息导致的违反协议的行为承担责任。

## 2.6 Acceptable Use Policy.

可接受的使用政策。

With respect to the Software and other SAP Materials, Partner will not:

对于软件及其他 SAP 材料，合作伙伴须遵守以下规定：

- (a) disassemble, decompile, reverse-engineer, copy, translate, reverse engineer or make derivative works,  
不得反汇编、反编译、反向工程、拷贝、翻译或制作衍生作品，
- (b) except as expressly authorized under this SAP PartnerEdge Model, permit any Customer or third party to:  
除非本 SAP PartnerEdge 模式明确授权，否则不得允许任何客户或第三方：
  - i. provide services to third parties (such as service bureau, business process outsourcing or training);  
为第三方提供服务（比如服务机构业务、业务流程外包或培训）；
  - ii. lease, loan, resell, sublicense or otherwise distribute the Software or other SAP Materials; or  
出租、出借、转售、再许可或以其他方式分发软件或其他 SAP 材料；或
  - iii. distribute or publish Software keycodes.  
分发或公布软件密钥。
- (c) use software components other than as intended and as specifically identified in the SAP PartnerEdge Schedule or Order Form, even if it is technically possible for Partner to otherwise access such components;  
不得使用 SAP PartnerEdge 协议或订购单中指定和明确规定的软件组件以外的其他软件组件，即使合作伙伴在技术上能够实现对其他软件组件的访问；
- (d) transmit any content or data that is unlawful or infringes any Intellectual Property Rights; or  
不得传输非法或侵犯任何知识产权的任何内容或数据；或
- (e) circumvent or endanger the operation or security of the Software and other SAP Materials.  
不得妨害或危害软件及其他 SAP 材料的运营或安全。

Partner must not create or attempt to create the source code from the object code of the Software or other SAP Materials unless such action is indispensable in order to obtain information necessary to achieve interoperability of the Software with an independently created computer program and Customer has not been provided such information, despite a written request, within a reasonable period of time. Information obtained through such action may not be used for purposes other than to achieve interoperability, and may not be given to third parties, unless this is necessary to establish interoperability, in particular is not to be used for the development, creation or marketing of programs similar to the Software. If Partner wishes to exercise any right to reverse engineer to ensure interoperability in accordance with applicable law, Partner must first provide written notice to SAP and permit SAP, at its option, to make an offer to provide information and assistance reasonably required to ensure interoperability of the Software with other products for a fee to be mutually agreed upon (if any).

合作伙伴不得通过软件对象代码或其他 SAP 材料创建或试图创建源代码，除非该等行为是获取实现软件与独立创建的计算机程序之间互操作性的必要信息所必不可少的，且即使客户在合理时间内以书面形式提出请求，亦未获得此类信息。通过此类行为获得的信息不得用于除实现互操作性以外的任何目的，亦不得提供给第三方（除非为了实现互操作性而必须提供），特别是不得用于开发、创建或宣传与软件类似的程序。如合作伙伴希望按照适用法律的规定行使任何反向工程权利，以确保互操作性，必须首先向 SAP 发出书面通知，并允许 SAP 自行决定提供合理需要的信息和协助，以确保软件与其他产品间的互操作性，相关费用由双方共同约定（若产生任何费用）。

**2.7 Installation.** Except as permitted in Section 2.5(b) above, Partner may permit Customer to install the Software only on compatible hardware located at Customer's or its Affiliates' facilities and in their direct possession.

**安装。** 除非上面第 2.5(b)节有规定, 否则合作伙伴只能允许客户在可兼容硬件上安装软件, 此硬件位于客户或其关联企业的所在地并由他们直接拥有。

## **2.8 Third Party Software.**

**第三方软件。**

Agreement terms relative to "Software" apply to Third Party Software except:

与“软件”有关的协议条款同样适用于第三方软件, 但以下情况除外:

**(a)** Partner will not make Modifications and/or Add-ons to Third Party Software, and  
合作伙伴不得对第三方软件进行修改和/或开发扩展组件; 以及

**(b)** as otherwise stated in the Use Terms.

除非使用条款中另有规定。

## **2.9 Delegation.**

**委托。**

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.

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. MODIFICATIONS AND ADD-ONS**

**修改和扩展组件**

### **3.1 Modifications.**

**修改。**

Except for Add-ons, Partner may not Modify, adapt, enhance, localize, translate or make derivatives of the Software or SAP Materials. SAP retains all right, title, and interest to all parts of the Software and SAP Materials, and any derivatives thereof, that are included all Modifications and Add-Ons.

除扩展组件外, 合作伙伴不得修改、改编、增强、本地化、翻译软件和 SAP 材料, 亦不得对其制作衍生作品。SAP 保留对软件和 SAP 材料的所有部分以及包含在所有修改和扩展组件中的任何衍生作品的所有权利、所有权和权益。

### **3.2 Add-ons.**

**扩展组件。**

**i.** Partner may make Add-ons to the Software in furtherance of its permitted use under this SAP PartnerEdge Model. Partner may distribute or sublicense Add-ons with the Software only to the same extent as that applied to Partner's grant of the Software set forth herein. All Add-ons developed by SAP or its Affiliates (either independently or jointly with Partner) and all rights associated therewith are the exclusive property of SAP and its Affiliates. Partner agrees to execute those documents reasonably necessary to secure SAP or its Affiliates' rights in the foregoing. All Add-ons developed by or on behalf of Partner without SAP or its Affiliates' participation ("Partner Add-on"), and all rights associated therewith, are the exclusive property of Partner subject to SAP's rights in and to the Software and SAP Materials.

合作伙伴在本 SAP PartnerEdge 模式允许的使用方式的基础上还可以对软件制作扩展组件。合作伙伴可以随软件一起分销或再许可扩展组件, 但仅限于本协议就软件授予合作伙伴的适用范围。SAP 或其关联企业(独立或与合作伙伴共同)开发的所有扩展组件及与之相关的全部权利应归 SAP 及其关联企业唯一所有。合作伙伴同意签署合理必要的文件, 以保护 SAP 或其关联企业享有的前述所有权利。SAP 或

其关联企业未参与的由合作伙伴开发或代表合作伙伴开发的所有扩展组件（以下简称“合作伙伴扩展组件”）及与之相关的全部权利，应归合作伙伴唯一所有，但须以 SAP 对软件和 SAP 材料的权利为基础。

- ii. Any Add-on to the Software developed by Partner must not (and subject to other limitations set forth herein): enable the bypassing or circumventing any of the restrictions set forth in the Agreement and/or provide Customers with access to the Software to which Customers are not directly licensed; nor unreasonably impair, degrade or reduce the performance or security of the Software; nor disclose any SAP Confidential Information.  
由合作伙伴开发的任何软件扩展组件不得（且受到本协议中其他限制性规定的约束）：支持绕过或回避协议中的任何限制性规定和/或向客户提供客户未直接取得许可的软件的访问权；不合理地损害、降低或减弱软件性能或安全性；披露任何 SAP 保密信息。

#### **4. ORDERS; OFFSET.**

订单；抵消。

- 4.1 Independent Pricing.** Partner will independently establish the price of the Bundled Solution for its Customers.

**独立定价。** 合作伙伴将独立确定面向其客户的捆绑解决方案的价格。

- 4.2 Orders.** Partner will order Software from SAP using and filling out completely such forms and minimum order requirements as SAP may prescribe from time to time and must comply with any then current order process for the specific Software product. Where applicable, Partner agrees to use the electronic means provided by SAP for placing orders.

**订单。** 合作伙伴从 SAP 订购软件时，应当使用已填写完整的订购单，并符合 SAP 规定的最低订单要求，同时必须遵循特定软件产品届时有效的订购流程。若适用，合作伙伴同意使用 SAP 提供的电子方式进行订购。

- 4.3 Order Rejection.** SAP reserves the right to reject an Order Form in its sole and reasonable discretion, if Partner is in violation of the Build Master Partner Agreement, SAP PartnerEdge Model, or the SAP PartnerEdge Build GTC.

**订单拒绝。** 如合作伙伴违反构建主合作伙伴协议、SAP PartnerEdge 模式或 SAP PartnerEdge 构建 GTC，SAP 保留自行合理决定拒绝订购单的权利。

- 4.4 Offset.** Partner cannot withhold, reduce or set-off fees owed nor reduce license volume of any license, regardless of any termination, nonpayment, or other conduct of its Customer.

**抵消。** 合作伙伴不得预扣、减少或抵免费用或减少许可的许可数量，无论其客户以任何形式终止协议、不支付或采取其他行为，均不例外。

#### **5. SUPPORT**

支持

- 5.1 Mutual Obligations.** SAP and Partner will fulfill its respective obligations in accordance with the SAP's then-current SAP support offering set forth in the SAP support schedule that is incorporated in the SAP PartnerEdge Schedule. SAP will only provide SAP Support if Partner has paid the applicable SAP Support fee for the relevant Customer.

**共同义务。** SAP 和合作伙伴将按照纳入 SAP PartnerEdge 协议的 SAP 支持协议中所述的届时有效的 SAP 支持服务，履行各自的义务。SAP 将提供 SAP 支持服务，但前提是合作伙伴为客户支付了相应的 SAP 支持费。

- 5.1 No Support to Customers.** SAP has no obligations to provide any SAP Support to Customers directly. Partner will be responsible for providing all support and maintenance services for the Software to Customers directly.

**不提供客户支持。** SAP 没有义务直接为客户提供任何支持。合作伙伴将负责直接为客户提供所有软件支持和维护服务。

#### **6. TERM AND TERMINATION**

期限和终止

- 6.1 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。

**6.2 Termination for convenience.** Either Party may terminate this SAP PartnerEdge Model for convenience with written notice (email acceptable) three-months' prior 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。**任何一方可以无故终止本 SAP PartnerEdge 模式，但必须在适用的 SAP PartnerEdge 协议或届时有效的续租期届满之前的三（3）个月，向另一方发出书面通知（可采用电子邮件的方式）。

**6.3 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。

**6.4 Consequence of Termination.** Upon termination or expiration of the Agreement or this SAP PartnerEdge Model, and in addition to other termination obligations set forth in the Agreement:

**终止的影响。**本协议或本 SAP PartnerEdge 模式终止或有效期届满时，除本协议中规定的其他终止义务以外：

- (a) Partner will cease marketing, distributing or licensing the Software or SAP Materials to any third party, including renewing any subscription-based license or service agreements with existing customers.  
合作伙伴还应停止向任何第三方营销、分销或许可软件或 SAP 材料，包括与现有客户续期任何基于租用的许可协议或服务协议。
- (b) Partner's right to provide ASP Services to new customers will immediately terminate. Subject to Partner's continuing compliance with the terms of the Agreement, Partner may continue to use its perpetual ASP Licenses to provide ASP Services to its Customers that are contracted with Partner as of the termination date of this SAP PartnerEdge Model but may not renew any additional renewal periods after such termination.  
合作伙伴向新客户提供的 ASP 服务的权利亦应立即终止。在合作伙伴继续遵循协议条款的情况下，合作伙伴可以使用其已购买的 ASP 永久许可，继续向在本 SAP PartnerEdge 模式终止后与合作伙伴签订合同的客户提供 ASP 服务，但合作伙伴在此类终止之后不得再续租任何其他续租期。
- (c) except for termination by SAP in accordance with the Agreement, Partner's rights to use any non-perpetual ASP License after the termination of this SAP PartnerEdge Model will be subject to the relevant Order Form that grants such license.  
除非 SAP 按照协议规定终止 SAP PartnerEdge 模式，否则在本 SAP PartnerEdge 模式终止后，合作伙伴使用任何非永久性 ASP 许可的权利都将受到授予此类许可的相关订购单的约束。
- (d) any paid-up perpetual license to the Software previously granted to a Customer under an On-Premise License will survive according to the terms of such license; and  
根据此类许可的条款规定，先前按企业预置型授予给客户的任何已付费的软件永久许可仍然继续有效；  
及
- (e) Partner's right to receive benefits under the SAP PartnerEdge Program immediately ends.  
合作伙伴享受 SAP PartnerEdge 计划所带来益处的权利也将立即终止。
- (f) Partner may request to receive, and SAP may agree to provide for a limited time, support services for the Software after the termination of the Agreement upon mutual agreement in writing.  
协议终止之后，经双方一致书面同意，合作伙伴可以要求获得，且 SAP 可以同意提供一定期限的软件支持服务。

**6.5 Survival.** Sections 1, 3, 6.4 - 6.5, 8, 9.4, 10, 12-13 will survive the expiration or termination of the Agreement.

存续。第 1、3、6.4、6.5、8、9.4、10、12-13 节的规定在本协议有效期届满或终止之后继续有效。

## **7. DELIVERY.**

交付。

SAP will deliver the Software and SAP Support by making it available for electronic download through the SAP Software Download Center (<https://support.sap.com/en/my-support/software-downloads.html>) to Partner. Risk of loss passes at the time of such electronic delivery. Partner agrees not to request any physical delivery of Software or SAP Support and should it occur that any such delivery will be rejected by Partner. Partner agrees and understands that the calculation of Taxes may be affected by the delivery method and delivery location of the Software and corresponding SAP Support.

SAP 将通过在 SAP 软件下载中心 (<https://support.sap.com/en/my-support/software-downloads.html>) 提供电子下载的方式向合作伙伴交付软件和 SAP 支持。损失的风险在此类电子交付时转移。合作伙伴谨此同意，不要以任何物理方式交付软件或 SAP 支持。即便出现这类要求，合作伙伴也有权拒绝任何此类交付。合作伙伴谨此同意并理解：税费计算可能会受到软件和相应 SAP 支持的交付方法和交付地点的影响。

## **8. THIRD PARTY CLAIMS**

第三方索赔

### **8.1 Claims Brought Against Partner.**

对合作伙伴提出的索赔。

- (a) SAP will defend Partner against claims brought against Partner and its Affiliates by a third-party owner of intellectual property alleging that Partner's use, distribution or resale of the Software in the Territory in accordance with the Documentation and the terms and conditions of the Agreement constitutes a direct infringement or misappropriation of a third party's patent claim, copyright, or trade secret right. SAP will pay Partner damages finally awarded against Partner (or the amount of any settlement SAP enters into) with respect to these claims.

任何第三方知识产权所有者声称合作伙伴在地域内依据文档规定和协议条款与条件使用、分销和转售软件的行为构成对第三方专利权申请、版权或商业秘密权的直接侵犯或盗用并因此对合作伙伴及其关联企业提出索赔的，SAP 将为合作伙伴提供抗辩。SAP 将会承担就此类索赔作出的终审判决对合作伙伴造成的损失（或 SAP 达成的任何和解金额）。

- (b) SAP's obligations under Section 8.1 will not apply if the claim results from (i) Partner's breach of the Agreement, (ii) use of the Software in combination with any product or service (including any Modification and Add-ons) not provided by SAP, (iii) failure to promptly use an update for Software provided by SAP if infringement or misappropriation could have been avoided by the use of the update, or (iv) use of the Software provided for no fee.

第 8.1 节中规定的 SAP 应承担的义务不适用于因以下情况导致的索赔：(i) 合作伙伴违反协议；(ii) 将软件与非 SAP 提供的任何产品或服务（包括任何修改和扩展组件）一起使用；(iii) 没有及时使用 SAP 为避免侵权或盗用而提供的软件更新；或 (iv) 使用免费提供的软件。

- (c) In the event a claim is made or likely to be made, SAP may (i) procure for Partner the right to continue using the Software under the terms of the Agreement, or (ii) replace or modify the Software to be non-infringing without material decrease in functionality. If these options are not reasonably available, SAP or Partner may terminate the license to the affected Software upon written notice to the other.

在提出索赔或可能提出索赔的情况下，SAP 可：(i) 为合作伙伴取得依据协议条款继续使用软件的权利；或 (ii) 在不实质性减少功能的情况下更换或修改软件，做到不侵权。若无法合理提供上述选项，则 SAP 或合作伙伴可在书面通知对方之后终止受影响软件的许可。



## 8.2 Claims Brought Against SAP.

对 SAP 提出的索赔。

Partner will defend SAP against claims brought against SAP, SAP SE, its Affiliates and subcontractors by any third party related to the items set forth in Section 8.2(a) through (c). Partner will indemnify SAP against all damages finally awarded against SAP, SAP SE, its Affiliates and subcontractors (or the amount of any settlement Partner enters into) with respect to these claims.

对于任何第三方就第 8.2(a)至(c)节所述的项目向 SAP、SAP SE 及其关联企业和分包商提出的索赔，合作伙伴应为 SAP 提供抗辩。合作伙伴将就此类索赔作出的终审判决对 SAP、SAP SE 及其关联企业和分包商造成的损失（或合作伙伴达成的任何和解金额）对 SAP 进行补偿。

- (a) Taxes (other than its income and payroll taxes) and related costs paid or payable by SAP attributable to those Taxes;  
税费（所得税与工资税除外）和 SAP 因该等税费所缴纳或应缴纳的相关费用；
- (b) Partner or its Affiliates' breach of the terms set forth in Sections 2.3 and 2.4 of this SAP PartnerEdge Model, and Sections 7 and 8 of this SAP PartnerEdge Build GTC; and  
合作伙伴或其关联企业违反本 SAP PartnerEdge 模式第 2.3 和 2.4 节条款以及本 SAP PartnerEdge 构建 GTC 第 7 和 8 节条款的规定；及
- (c) a claim that (i) the Partner Product infringes, misappropriates or violates any patent, copyright or trade secrets of any third party, (ii) Partner's combining (or its authorizing others to combine) the Software with any products or service not provided by SAP, or (iii) Partner's use, license or distribution of the Software in violation of the Agreement, infringes, misappropriates or violates any patent, copyright or trade secrets of any third party.  
因以下原因提出的索赔：(i) 合作伙伴产品侵犯、盗用或侵害任何第三方的任何专利、版权或商业秘密；(ii) 合作伙伴自己或授权他人将软件与非 SAP 提供的任何产品和服务一起使用；或 (iii) 合作伙伴违反协议使用、许可或分销软件的行为构成对第三方专利、版权或商业秘密的侵犯、盗用或侵害。

## 8.3 Third Party Claim Procedure.

第三方索赔程序。

- (a) The party against whom a third-party claim is brought will timely notify the other party in writing of any claim, reasonably cooperate in the defense and may appear (at its own expense) through counsel reasonably acceptable to the party providing the defense.  
第三方索赔所针对的一方应及时书面通知另一方此类索赔，在此类索赔的抗辩过程中予以合理的配合，并可（自行承担费用）聘请该方可合理接受的律师出庭提供抗辩。
- (b) The party that is obligated to defend a claim will have the right to fully control the defense.  
负有索赔抗辩义务的一方同样拥有抗辩的全权控制权。
- (c) Any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by, the party against whom the claim is brought.  
索赔的任何和解结果均不构成此类索赔所针对一方的经济赔偿或特定履行义务或赔偿责任。

## 8.4 Exclusive Remedy.

排他补救措施。

The provisions of Section 8 state the sole, exclusive, and entire liability of the parties, their Affiliates, Business Partners and subcontractors to the other party, and is the other party's sole remedy, with respect to covered third party claims and to the infringement or misappropriation of third party Intellectual Property Rights.

第 8 节规定了协议双方及其关联企业、业务合作伙伴和分包商就本协议项下涉及的第三方索赔及侵犯或盗用第三方知识产权对另一方唯一的、排他性的和全部的责任以及唯一的补救措施。

## **9. WARRANTY AND DISCLAIMER.**

保证和免责声明。

### **9.1 Performance Warranty.**

履约保证。

SAP warrants that the Software will substantially conform to the specifications contained in the Documentation for six months following delivery.

SAP 保证于交付软件后的六（6）个月内，软件在实质上符合文档中所规定的规格。

### **9.2 Remedy.**

补救措施。

Partner's sole and exclusive remedies and SAP's entire liability for breach of the warranty under Section 9.1 will be:

对于违反第 9.1 节中的保证规定的行为，合作伙伴可获得的唯一排他补救措施及 SAP 应承担的全部责任为：

- (a) the repair or replacement of the nonconforming Software, and  
修复或更换不合格的软件；及
- (b) if SAP fails to repair, replace or re-perform within a reasonable time, Partner may terminate its license for the affected Software. Any termination must occur within three months of SAP's failure to repair, replace or re-perform.

如果 SAP 无法在合理时间内修复、更换或重新提供软件，合作伙伴可以终止受影响软件的许可。任何终止均须在 SAP 未能修复、更换或重新提供软件后的三（3）个月内实施。

The remedies set forth in this Section 9.2 is conditioned upon Partner notifying SAP in writing with a specific description of the Software's nonconformance within the warranty period and SAP validates the existence of such nonconformance.

只有当合作伙伴在保证期内书面通知 SAP 软件不符合要求且经 SAP 证实的确存在不符合要求的情形时，SAP 才会采取第 9.2 节列出的补救措施。

### **9.3 Warranty Exclusions.**

保证排除条款。

The warranty in Section 9.1 will not apply if:

第 9.1 节中的保证规定不适用于以下情况：

- (a) The Software is not used in accordance with the Agreement or Documentation,  
软件的使用不符合协议或文档的规定，
- (b) any non-conformity is caused by Partner or its Customers, or by any product or service (including Modifications or Add-ons) not provided by SAP,  
不符合情形是因合作伙伴或其客户或非 SAP 提供的任何产品或服务（包括修改或扩展组件）所引起，
- (c) the Software was provided for no fee, or  
免费使用软件，或
- (d) Partner has not licensed any Software under any SAP PartnerEdge Model, SAP PartnerEdge Schedule, or Order Form.

合作伙伴未依据 SAP PartnerEdge 模式、SAP PartnerEdge 协议或订购单取得软件许可。

### **9.4 Disclaimer.**

免责声明。

Except as expressly provided in this 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 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 in obtaining subscriptions for any SAP Solution.

除非本 SAP PartnerEdge 模式明确规定，否则 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，其在获得任何 SAP 解决方案租用未依赖 SAP 未来的功能交付、公共评论或广告或者产品路线图。

## **9.5 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 Bundled Solution 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捆绑解决方案，并履行其在本协议项下的义务。

## **10. REFUND.**

**退款。**

For termination by Partner under Sections 8.1(c) or 9.2(b), Partner will be entitled to a refund of the license fees paid for the affected Software less an appropriate amount covering the period of actual use of the Software by Partner and its Customers.

合作伙伴按照第 8.1(c) 或 9.2(b) 节终止本协议时，合作伙伴有权获得为受影响的软件已支付的许可费，其中将扣除合作伙伴及其客户实际使用软件期间应付的费用。

## **11. APPLICATION READINESS CHECK.**

**应用程序就绪检查。**

Partner agrees to develop the Bundled Solution in accordance with Documentation and Application Readiness Check criteria published by SAP. Partner will be responsible for providing SAP with all necessary information on their solution 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，开发捆绑解决方案。合作伙伴有责任为 SAP 提供所需的合作伙伴解决方案的所有必要信息，以便 SAP 进行应用检查。

## **12. EXCEPTIONAL DISCOUNT.**

**例外折扣。**

**12.1** Partner understands that the pricing provided in this SAP PartnerEdge Model may deviate from SAP standard partner discount and pricing and is therefore equivalent to an Exceptional Discount on SAP's standard pricing ("Exceptional Discount"). SAP's decision to offer an Exceptional Discount is based on the truth, accuracy and completeness of the information and documents provided by Partner such as Partner's solution, its business and commercial models (the "Exceptional Discount Information"). Partner confirms that it has provided accurate and truthful Exceptional Discount Information and documents to SAP.

合作伙伴理解，本 SAP PartnerEdge 模式提供的定价可能与 SAP 标准合作伙伴折扣和定价存在偏差，这就相当于对 SAP 标准定价的例外折扣（以下简称“例外折扣”）。SAP 将依据合作伙伴所提供的信息和文档（比如

合作伙伴解决方案、业务情况和商业模式)的真实性、准确性和完整性决定是否提供例外折扣(以下简称“例外折扣信息”)。合作伙伴确认已经向 SAP 提供了准确、真实的例外折扣信息和文档。

**12.2** SAP may audit the Exceptional Discount Information in accordance with the terms of Section 4 of the GTCs. Upon SAP's request, Partner will promptly provide SAP or the expert with all relevant documentation to enable SAP to verify that the Exceptional Discount Information was truthful and accurate. Such information may include but shall not be limited to the solution architecture and invoices, contracts, and purchase orders by and between Partner and Customer. The documentation shall enable SAP or the expert to determine the quantity of SAP licenses in the Bundled Solution licensed to the Customer.

SAP 可根据 GTC 第 4 节的规定审查例外折扣信息。若 SAP 要求,合作伙伴应立即向 SAP 或专家提供所有相关文档,支持 SAP 核实例外折扣信息是否真实、准确。这些信息包括但不限于解决方案架构以及合作伙伴和客户之间的发票、合同和采购订单。这些文档应能帮助 SAP 或专家确定许可给客户的捆绑解决方案中的 SAP 许可的数量。

**12.3** In its contracts with Intermediary of the Bundled Solution, Partner must require any Intermediary to adhere to the same obligations relevant to Exceptional Discounts as outlined in Sections 12.1 and 12.2 above. SAP must be named a third-party beneficiary to such terms in a contract between Partner and any Intermediaries with the right to enforce such terms itself and independently from Partner against an Intermediary.

在与捆绑解决方案的中间商签订的合同中,合作伙伴必须要求中间商同样遵守上述第 12.1 和 12.2 节规定的与例外折扣相关的义务。在合作伙伴与中间商签订的合同中,SAP 应作为此类条款的第三方受益人,SAP 应有权不受合作伙伴的约束,自行对中间商执行此类条款。

**12.4** In any case where Partner is unable to provide the requested documentation because of confidentiality obligations owed to a Customer or other applicable laws, including but not limited to relevant competition laws, whether arising by written contract or applicable law, Partner will promptly provide SAP with written evidence not subject to those obligations. In addition, Partner will promptly and in writing seek the Customer's consent to waive confidentiality restrictions to permit SAP to conduct its audit as intended. Should the Customer refuse to grant that consent, Partner will i) provide SAP with a copy of the waiver request and written proof of that refusal, and ii) identify appropriate contacts at the Customer with whom SAP may elect to discuss the refusal.

如合作伙伴因向客户承担保密义务或根据其他适用法律(包括但不限于相关竞争法)要求而无法提供所要求的文档,无论是因书面合同引起的还是适用法律造成的,合作伙伴均应立即向 SAP 提供不受相关义务约束的书面证据。此外,合作伙伴应立即寻求客户的书面同意,解除保密限制,以便 SAP 按计划开展审查活动。如客户拒绝提供书面同意,合作伙伴应(i)向 SAP 提供解除保密限制请求的副本和拒绝的书面证明,并(ii)向 SAP 提供客户方面的联系人,方便 SAP 与之探讨拒绝事宜。

## Glossary

### 术语表

- 1.1 “ASP License (Non-Perpetual)”** means that upon Partner’s purchase of the ASP License (Non-Perpetual) from SAP, Partner shall have such non-exclusive license during the subscription term to use the Software as part of the Partner Solution, for purposes of providing ASP Services to Customers.  
“ASP 许可（非永久）”是指合作伙伴从 SAP 购买 ASP 许可（非永久）后，合作伙伴在租用期限内拥有此非永久许可，可以使用包含在合作伙伴解决方案内的软件向客户提供 ASP 服务。
- 1.2 “ASP Service”** means application services that are provided by Partner utilizing Software that allow Customers to remotely access, or otherwise receive the benefits of, the Bundled Solution (via a private network or the Internet) that are installed in a Data Center.  
“ASP 服务”是指合作伙伴利用软件提供的应用程序服务，这类服务支持客户通过专用网络或互联网，远程访问安装在数据中心的捆绑解决方案，或以其他方式从这些解决方案中获益。
- 1.3 “Application Readiness Check”** means SAP’s standard procedure to review a Bundled Solution 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捆绑解决方案的 SAP 标准程序，以便 SAP 按照单独协议提供进驻市场服务。
- 1.4 “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。
- 1.5 “Data Center(s)”** means the site at which the Software will be hosted, to enable Partner to provide ASP Services to its Customers. Such site or sites shall at all times be owned or controlled and operated by the Partner except as permitted under Section 2.5(b) of this SAP PartnerEdge Model.  
“数据中心”是指负责托管软件、支持合作伙伴向其客户提供 ASP 服务的站点。除非本 SAP PartnerEdge 模式第 2.5(b)节许可，否则此类站点始终均应由合作伙伴拥有或控制和运营。
- 1.6 “Development License”** means a development 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许可。
- 1.7 “Development Agreement”** means an SAP development agreement that provides for the terms and conditions of development use of the Software.  
“开发协议”是指提供软件开发用途方面的条款和条件的 SAP 开发协议。
- 1.8 “Mainstream Maintenance”** means the then current release strategy for Software releases as stated in <https://support.sap.com/release-upgrade-maintenance.html>.  
“主流维护”是指届时有效的软件版本发行策略（详见：<https://support.sap.com/release-upgrade-maintenance.html>。）
- 1.9 “Minimum Terms”** means, for purposes of this SAP PartnerEdge Model, all of the minimum terms required to be included in an End User Agreement as set forth in Section 2.4.  
“最低限度条款”在本 SAP PartnerEdge 模式中是指必须包含在最终用户协议中的所有最低限度条款，详见第 2.4 节。
- 1.10 “On-Premise Distribution License (Perpetual)”** means Partner is entitled to grant On-Premise Perpetual Licenses to Customers. This means that upon the purchase of the license for the applicable Software by a Customer from Partner, the Customer has such non-exclusive and perpetual license to use the Software included in Bundled Products subject to the terms and conditions of the Agreement.  
“企业预置型分销许可（永久）”是指合作伙伴有权向客户授予企业预置型永久许可。这是指客户从合作伙伴处购买相应软件的许可后，客户拥有依据协议条款和条件使用捆绑产品中的软件的非独占永久许可。

**1.11 “Partner Solution”** means, with respect to this SAP PartnerEdge Model, a proprietary Partner solution which integrates with and which can be used with Software.

“合作伙伴解决方案”在本 SAP PartnerEdge 模式中是指与软件集成并且能与软件一起使用的合作伙伴解决方案。

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

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

**1.13 “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 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。

**1.14 “SAP Solution”** means, with respect to this SAP PartnerEdge Model, the SAP Materials, Software, and/or SAP Support.

“SAP 解决方案”就本 SAP PartnerEdge 模式而言，是指 SAP 材料、软件和/或 SAP 支持。