SAP PartnerEdge

General Terms and Conditions

一般条款和条件

("**PartnerEdge GTCs**")

（以下简称“PartnerEdge GTC”）

Definitions and Interpretation

定义和解释

1. Definitions

定义

"**Add-on**" means any development that adds new and independent functionality to the Software or Cloud Service, but does not modify existing SAP functionality, and is developed using APIs.

“**扩展组件**”是指使用 SAP API 所作的任何开发，此类开发旨在向软件或云服务增加新的独立功能，但不修改现有的 SAP 功能。

"**API**" means application programming interfaces, extensions, and related data transmission interfaces made available as part of SAP Products.

“**API**”是指作为 SAP 产品一部分提供的应用程序编程接口、扩展以及相关的数据传输接口。

"**Associated Company**" means any legal entity of which a person or company has direct or indirect Control and only as long as a person or company maintains direct or indirect Control.

“**关联公司**”是指个人或公司对其持续拥有直接或间接控制权的任何法律实体。

"**Cloud Service**" means any distinct, hosted, supported and operated on-demand solution offered under and described in detail in the applicable SAP PartnerEdge Model.

“**云服务**”是指相应的 SAP PartnerEdge 模式下提供并具体说明的任何独有的、托管的、支持的和运行的按需解决方案。

"**Confidential Information**" means all information in a) through g) below in written form (including oral information reduced to writing within 30 days disclosure) which the Disclosing Party (as defined below) protects against unrestricted disclosure to others, furnished by the Disclosing Party or its Representatives to the party receiving the information ("**Receiving Party**") or its Representatives under or in connection with any part of this Agreement that the Disclosing Party or its Representatives marks as confidential and/or proprietary at the time of disclosure:

“**保密信息**”是指下文 a）到 g）项中以任何书面形式（包括口头信息在三十（30）天内转为书面形式的披露）由披露方（定义见下文）采取保护措施以防止不受限制地披露给他人的信息，此类信息由披露方或其代表根据本协议的任何条款或与之相关的任何内容提供给接收信息的一方（以下简称“**接收方**”）或其代表，并在披露之时由披露方或其代表标记为保密和/或专有信息：

a) software, cloud services, maintenance services, other services and in each case other related documentation ("**Disclosing Party's Software**") including, without limitation, the following information regarding Disclosing Party's Software:

软件、云服务、维护服务、其他服务及其他相关文档（以下简称“**披露方软件**”），包括但不限于与披露方软件相关的如下信息：

i. computer software (object and source codes), programming techniques and programming concepts, methods of processing, system designs embodied in Disclosing Party's Software;

披露方软件中包含的计算机软件（目标代码和源代码）、编程技术和编程概念、处理方法、系统设计；

ii. benchmark results, manuals, program listings, data structures, flow charts, logic diagrams, functional specifications, file formats relating to Disclosing Party's Software, and

与披露方软件有关的基准结果、指南、程序列表、数据结构、流程图、逻辑图、功能说明、文件格式，以及

iii. discoveries, inventions, concepts, designs, flow charts, documentation, product specifications, application program interface specifications, techniques and processes relating to Disclosing Party's Software;

与披露方软件相关的发现、发明、概念、设计、流程图、文件、产品说明书、应用程序接口规范，以及技术和流程；

b) the research and development or investigations of the Disclosing Party;

披露方的研发或调研数据；

c) product offerings, content partners, product pricing, product availability, technical drawings, algorithms, processes, ideas, techniques, formulas, data, schematics, trade secrets, know-how, improvements, inventions (whether patentable or not), marketing plans, forecasts and strategies. the business plans or operations of the Disclosing Party;

产品供应、内容合作伙伴、产品定价、产品可用性、技术设计图、算法、工序、理念、工艺、程式、数据、图表、商业秘密、技术秘密、改进、发明（无论是否可申请专利）、营销计划、预测与战略，以及披露方的业务计划或运营；

d) the business of any customer or partner of the Disclosing Party;

披露方的任何客户或合作伙伴的业务；

e) Disclosing Party's properties, employees, finances, operations;

披露方的财产、员工、财务状况、经营状况；

f) with respect to SAP, the SAP Products; and

就 SAP 而言，是指 SAP 产品；和

g) any information about or concerning any third party (which information was provided to the Disclosing Party subject to an applicable confidentiality obligation to the third party).

与任何第三方有关的任何信息（在向第三方承诺相应保密义务后由第三方提供给披露方的信息）。

"**Control**" means the power to direct or cause the direction of the affairs of an entity whether by means of direct or indirect ownership of fifty per cent (50%) or more of the voting rights or similar rights of ownership or by means of having the power to direct the management or directors whether conferred by constitutional documents, shareholder agreement or other document regulating the affairs of an entity.

"**控制权**"是指通过直接或间接拥有某个实体百分之五十（50%）或以上的投票权或类似所有权利，或通过章程性文件、股东协议或其他约束某一实体事务的文件而拥有对该实体的管理层或董事的指导权力，从而获得的引导或影响该实体事务发展方向的权力。

"**Change of Control**" means that a Party is no longer under Control by the same persons or entities that had Control on the Effective Date set out in the Master Partner Agreement.

"**控制权的变更**"是指一方不再受在主合作伙伴协议规定的生效日期对其拥有控制权的个人或实体的控制。

"**Documentation**" means SAP's then-current technical and functional documentation located at https://help.sap.com or which SAP makes available Partner or to an End User (either directly or indirectly via Partner) as part of the Software, Cloud Services, Maintenance Services, Subscription Services and/or other Services, including technical and functional specifications as updated by SAP from time to time in accordance with applicable agreements.

"文档"是指 SAP 当前的技术和功能文档，位于 https://help.sap.com，或 作为软件、云服务、维护服务、订阅服务和/或其他服务的一部分，SAP 直接或间接（通过合作伙伴）向合作伙伴或最终用户提供的文档，包括 SAP 不时根据适用协议更新的技术和功能规范。

"**End User**" means a person or entity to which Partner distributes, positions or provides access to a SAP Product in compliance with the applicable SAP PartnerEdge Model and which except for in case of the Service Model has been or will be granted a license right by SAP or Partner to use a SAP Product but excluding any member of the Partner Group.

"最终用户"是指合作伙伴依据适用 SAP PartnerEdge 模式向其分销、安装或提供 SAP 产品访问权限且在服务模式以外的情况下已获得或将获得 SAP 或合作伙伴授予的 SAP 产品使用许可权利的个人或实体，合作伙伴集团成员除外。

"Export Laws" means all applicable import, export control and sanctions laws, including without limitation, the laws of P.R. China, the United States, the EU, and Germany.

"**出口法律**"是指所有适用的进口、出口管制和制裁法律，包括但不限于中华人民共和国、美国、欧盟和德国的法律。

"**Feedback**" means input regarding the SAP Products, services, business or technology plans, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of the SAP Products and/or services, or input as to whether Partner believes SAP's development direction is consistent with their own business and IT needs.

"**反馈**"是指对 SAP 产品、服务、业务或技术计划的看法，包括但不限于，对 SAP 产品和/或服务可能进行的创建、修改、更正、改进或增强的意见或建议，或者合作伙伴对于 SAP 的发展方向是否与其自身的业务和 IT 需求保持一致的看法。

"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。

"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 an intergovernmental organization (IGO) 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；政府间组织（IGO）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）。

"**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, whether registered or unregistered including applications (or rights to apply) 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、布图设计权、商业秘密或保密权、商标、商号和服务标识以及任何其他无形财产权（无论注册与否），包括在任何国家/地区对前述任何一项权利的申请（或申请权）与注册，无论此类权利是否完整、现有抑或在此后申请、颁发或取得。

"**Maintenance Services**" means SAP's then-current maintenance and/or support services offered under and described in detail in the applicable SAP PartnerEdge Model.

"**维护服务**"是指相应的 SAP PartnerEdge 模式下提供并具体说明的 SAP 届时有效的维护和/或支持服务。

"**Modification**" means (i) a change to the delivered source code or metadata; or (ii) any development, other than a change to the delivered source code or metadata, that customizes, enhances, or changes existing functionality of the Software or Cloud Service including, but not limited to, the creation of any new application program interfaces, alternative user interfaces or the extension of SAP data structures; or (iii) any other change to the Software or Cloud Service (other than an Add-on) utilizing or incorporating any SAP Materials.

"**修改**"是指 (i) 对已交付的源代码或元数据的变更；或 (ii) 对已交付的源代码或元数据的变更以外的任何开发，此类开发对软件或云服务的现有功能进行定制、增强或变更，包括但不限于创建任何新的应用程序接口、备用用户接口或扩展 SAP 数据结构；或 (iii) 运用或结合任何 SAP 材料对软件或云服务（除扩展组件以外）进行的任何其他变更。

"**Order Form**" means the ordering document as further described and defined in the applicable SAP PartnerEdge Model.

"**订购单**"是指适用 SAP PartnerEdge 模式中进一步说明和定义的订购文件。

"**Partner Group**" means any legal entity that has direct or indirect Control over the Partner and only as long as that legal entity maintains direct or indirect Control ("**Parent Companies**") as well as all Associated Companies of the Parent Companies.

"**合作伙伴集团**"是指对合作伙伴拥有直接或间接控制权的法律实体，且该法律实体对母公司（以下简称"**母公司**"）及其所有关联公司持续拥有直接或间接的控制权。

"**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。

"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。

"**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。

"**Program Requirements**" means that Partner has to fulfill certain program requirements as described in detail in the applicable SAP PartnerEdge Model and the PartnerEdge Program Guide.

"**项目要求**"是指合作伙伴必须满足的相应的 SAP PartnerEdge 模式和 PartnerEdge 项目指南中明确规定的特定项目要求。

"**Representatives**" means:

"**代表**"是指：

a) in case of Partner (i) employees, consultants and (sub)-contractors of any member of the Partner Group and (ii) attorneys, accountants or other professional business advisors of any member of the Partner Group; and
就合作伙伴而言，指 (i) 任何合作伙伴集团成员的员工、顾问和承包商（分包商）和 (ii) 任何合作伙伴集团成员的律师、会计或其他专业业务顾问，以及

b) in case of SAP (i) employees, consultants and (sub)-contractors of any member of the SAP Group and (ii) attorneys, accountants or other professional business advisors of any member of the SAP Group,

就 SAP 而言，指 (i) 任何 SAP 集团成员的员工、顾问和承包商（分包商）和 (ii) 任何 SAP 集团成员的律师、会计或其他专业业务顾问，

who are in both cases actively and directly involved in the performance of obligations under any part of this Agreement or who otherwise need to know the Confidential Information for the purpose of Party's performance under any part of this Agreement and are put under obligations of confidentiality substantially similar to those set forth in Part 1 – Article 2 (Confidentiality).

不管是合作伙伴还是 SAP 的代表，都直接承担本协议下任何部分条款的履行义务，或为履行本协议下其所代表的一方所负之义务而需获知保密信息，并遵守与第一部分 Article 2（保密）实质上类似的保密义务。

"**SAP Group**" means SAP Parent and any of its Associated Companies.

"**SAP 集团**"是指 SAP 母公司及其任何关联公司。

"**SAP Group Software**" means (i) any and all software products listed on the Price List as well as any SAP SDK which are provided by SAP or any other member of the SAP Group to Partner or to an End User (either directly or indirectly via Partner) under any part of this Agreement all as developed by or for the SAP Group; (ii) any new releases, updates or versions thereof made available through unrestricted shipment pursuant to Maintenance Services or warranty obligation by any member of the SAP Group; and (iii) any complete or partial copies of any of the foregoing.

"**SAP 集团软件**"是指 (i) 由 SAP 或 SAP 集团的任何其他成员根据本协议任何部分的规定，（直接或通过合作伙伴间接）向合作伙伴或最终用户提供的价目表上列出的由 SAP 集团开发或为之开发的任何及所有软件产品以及任何 SAP 软件开发工具包（SDK）；(ii) SAP 集团的任何成员根据维护服务或保证责任，通过无限量发售方式提供的前述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。

"**SAP Materials**" means any materials or information provided, developed, derived or made available by SAP or any other member of the SAP Group (independently or with Partner's cooperation) to Partner or to an End User (either directly or indirectly via Partner) prior to or in the course of the performance under any part of this Agreement. SAP Materials include but are not limited to SAP Products, the Documentation, statistical reports, usage measurements, and SAP content that describes, structures or gives meaning to data in the Cloud Service such as data models, metadata, table descriptions and similar materials and derivatives of the foregoing. .SAP Materials do not include Partner's Confidential Information.

"**SAP 材料**"是指由 SAP 或 SAP 集团的任何其他成员（独立或与合作伙伴合作）在本协议任何部分履行之前或期间，向合作伙伴或最终用户（直接或通过合作伙伴间接）提供、开发、衍生或提供的任何材料或信息。SAP 材料包括但不限于 SAP 产品、文档、统计报告、使用量测量，以及描述、构建或赋予云服务中数据意义的 SAP 内容，如数据模型、元数据、表描述及类似材料及其衍生品。SAP 材料不包括合作伙伴的机密信息。

"**SAP Parent**" means SAP SE, a European Company (Societas Europaea, SE) established under the laws of Germany and the European Union, registered with the commercial register of the local court of Mannheim, Germany, under HRB 719915, with registered office in Walldorf, Germany, and business address at Dietmar-Hopp-Allee 16, 69190 Walldorf, Germany.

"**SAP 母公司**"是指 SAP 股份有限公司，一家依据德国和欧盟相关法律成立的欧洲公司，注册于德国曼海姆当地法院，工商注册号为 HRB 719915，其注册办公室位于德国沃尔多夫，办公地址为：Dietmar-Hopp-Allee 16, 69190 Walldorf, Germany。

"**SAP Partner Code of Conduct**" means SAP Group's 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 集团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。

"**SAP Products**" means Software, Documentation, SAP Materials, Services, Subscription Services, Cloud Services and Maintenance Services.

"**SAP 产品**"是指软件、文档、SAP 材料、服务、订阅服务、云服务和维护服务。

"**SAP SDK**" means SAP software development kit that includes tools such as APIs, source code, redistributable files and instructions.

"**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。

"**Services**" means SAP's then-current services offered under and described in detail in the applicable SAP PartnerEdge Model.

"**服务**"是指相应的 SAP PartnerEdge 模式下提供并具体说明的 SAP 届时有效的服务。

"**Software**" means SAP Group Software as well as Third Party Software.

“**软件**”是指 SAP 集团软件和第三方软件。

“**Subscription Services**” means SAP’s then-current subscription services offered under and described in detail in the applicable SAP PartnerEdge Model.

“**订阅服务**”是指相应的 SAP PartnerEdge 模式下提供并具体说明的 SAP 届时有效的订阅服务。

“**Third Party Software**” means (i) any and all software products listed on the Price List which are provided by SAP or any other member of the SAP Group to Partner or to an End User (either directly or indirectly via Partner) under any part of this Agreement all as developed by or for companies other than the SAP Group; (ii) any new releases, updates or versions thereof made available through unrestricted shipment pursuant to Maintenance Services or warranty obligation by any member of the SAP Group; and (iii) any complete or partial copies of any of the foregoing.

“**第三方软件**”是指 (i) 由 SAP 或 SAP 集团的任何其他成员根据本协议任何部分的规定，（直接或通过合作伙伴）向合作伙伴或最终用户提供的价目表上列出的由 SAP 集团以外的企业开发或为其开发的任何及所有软件产品；(ii) SAP 集团的任何成员根据维护服务或保证责任，通过无限量发售方式提供的前述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。

“**Use**” means to activate the processing capabilities of the Software, Cloud Services, Maintenance Services, Subscription Services and/or other Services, load, execute, access, employ the Software, Cloud Services, Maintenance Services, Subscription Services and/or other Services, or display information resulting from such capabilities.

“**使用**”是指激活软件、云服务、维护服务、订阅服务和/或其他服务的处理功能，加载、执行、访问和使用软件、云服务、维护服务，订阅服务和/或其他服务，或者显示前述功能产生的信息。

2. Any terms not defined in these PartnerEdge GTCs will have the meaning ascribed to them in other parts of the Agreement.

   所有本 PartnerEdge GTC 中未定义的术语应适用本协议其他部分赋予其的含义。

3. The headings in these PartnerEdge GTCs are for convenience only and are to be ignored in construing these PartnerEdge GTCs.

   本 PartnerEdge GTC 中的标题仅为方便而设，解释本 PartnerEdge GTC 时可予忽略。

4. Any reference in these PartnerEdge GTCs to a defined document is a reference to that defined document as amended, varied, novated or supplemented from time to time.

   本 PartnerEdge GTC 中对特定文档的任何引用也包括对该文档不时进行的修订、变更、替代或补充的内容的引用。

5. Where the context so admits, the singular includes the plural and vice versa.

   依据上下文的内容，单数形式亦应包括复数形式，反之亦然。

PART 1 – General Terms and Conditions

第一部分：一般条款和条件

Article 1 Non-Exclusivity; Freedom of Action

非排他性；行为自由

1. The Parties’ obligations under any part of this Agreement are non-exclusive. SAP is not precluded from marketing, licensing, positioning, providing and distributing SAP Products through other partners. Nothing in this Agreement prohibits or restricts either Party’s right to develop, make, use, market, license, position, provide and distribute software, cloud services, maintenance services, subscription services or other services, documents, materials or other products similar to or competitive with those of the other Party as long as it does not thereby breach its confidentiality obligations or any other part of this Agreement.

   协议各方在本协议任何部分下承担的义务均不具有排他性。SAP 通过其他合作伙伴营销、许可、安装、提供和分销 SAP 产品的权利不受妨碍。本协议下的任何条款均不禁止或限制任何一方开发、制作、使用、营销、许可、安装、提供和分销软件、云服务、维护服务、订阅服务或其他服务、文档、材料或与另一方的产品类似或具有竞争性的其他产品的权利，但前提是前述行为不得违反本协议下的保密义务或任何其他条款。

2. Partner acts in its own name, at its own risk and for its own account for the performance of any activities arising under any part of this Agreement. The Parties are therefore independent contractors and do not act as agents or representatives of each other. Neither Party is entitled, to hold itself out as representing the other Party or to make any statement or give any undertaking on behalf of the other Party.

   合作伙伴以自己的名义，自担风险履行本协议下任何部分规定的任何活动，并对活动的履行自行承担责任。因此，协议各方均为独立的承包商，而非彼此的代理人或代表。任何一方均无权自称为另一方的代表，或代表另一方发表任何声明或作出任何承诺。

3. This Agreement must not be construed as creating a partnership, joint venture, agency relationship or granting a franchise under any applicable laws.

   在任何适用的法律下，均不得将本协议解释为建立合作伙伴关系、合资关系、代理关系或授予特许经营权。

Article 2 Confidentiality

保密

1. Confidential Information must not be used or reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of a party disclosing the information (“**Disclosing Party**”) remains the property of the Disclosing Party and must contain any and all confidential or proprietary notices or legends which appear on the original.

   除为实现本协议目的之需要外，不得以任何形式使用或复制保密信息。信息披露方（以下简称“**披露方**”）的任何保密信息的任何复制品仍为披露方的财产，并应当包含原件中带有的任何及所有保密或专有声明或标识。

2. The Receiving Party must (a) take all Reasonable Steps (as defined below) to keep all Confidential Information strictly confidential; (b) not disclose any Confidential Information to any person other than its Representatives; (c) not use Confidential Information for any purpose other than in connection with the Parties’ performance under any part of this Agreement; and (d) not disclose to any person (other than its Representatives) any information about the Agreement, or the terms or conditions or any other facts relating thereto, including, without limitation, the fact that Confidential Information has been made available to the Receiving Party or its Representatives.

   接收方必须 (a) 采取一切合理措施（定义如下）对所有保密信息严格予以保密；(b) 不得向代表以外的任何其他人披露任何保密信息；(c) 不得将保密信息用于与履行本协议任何部分无关的任何其他用途；以及 (d) 不得向任何人（接收方代表除外）披露与本协议、条款或条件相关的任何信息或与之有关的任何其他事实，包括但不限于接收方或其代表已获知保密信息的事实。

"**Reasonable Steps**" means those steps the Receiving Party takes to protect its own similar proprietary and confidential information, which must not be less than a reasonable standard of care.

"**合理措施**"是指接收方为保护自己类似的专有和保密的信息所采取的措施，此类措施不得低于合理注意的标准。

3. The Receiving Party will be responsible for any breach of the terms of this Agreement by it or its Representatives.

接收方应对自身或其代表违反本协议条款的一切行为负责。

4. Confidential Information of either Party disclosed prior to execution of the Agreement is subject to the protections afforded hereunder.

任何一方在签署本协议之前披露的保密信息均受本协议规定的保护。

5. The above restrictions on the use and disclosure of the Confidential Information do not apply to any Confidential Information that:

以上有关保密信息的使用或披露的限制条款不适用于以下任何保密信息：

a) is independently developed by Receiving Party without reference to or use of the Disclosing Party's Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information;

接收方在未参考或使用披露方保密信息的情况下独立开发的、或从有权提供此类保密信息的第三方处合法获得且不存在限制性义务的保密信息；

b) has become generally available to the public without breach of this Agreement by Receiving Party;

在接收方未违反本协议的情况下，已为公众所知的保密信息；

c) at the time of disclosure was known to the Receiving Party free of restriction; or

在披露之时已为接收方不受限制获知的保密信息；或

d) the Disclosing Party agrees in writing is free of such restrictions.

披露方书面同意免除此类保密限制的信息。

6. Neither Party will use the name of the other Party in publicity, advertising, or similar activity, without the prior written consent of the other Party. However, any member of the SAP Group may use Partner's name in customer and partner listings (including, without limitation, showing Partner's name, address, contact details, partner engagements, areas of expertise and/or offerings on SAP's websites or online marketplaces) or, at times mutually agreeable to the Parties, as part of the SAP Group's marketing efforts (including, without limitation, reference calls and stories, press testimonials, site visits, SAPPHIRE participation). The SAP Group will make reasonable efforts to avoid having the reference activities unreasonably interfere with Partner's business. Partner agrees that SAP may share information on Partner with any other member of the SAP Group for marketing and other business purposes and that Partner has secured permission from its employees to allow SAP to share business contact information with any other member of the SAP Group.

未经对方事先书面同意，任何一方不得将对方的名称用于公开场合、广告或类似活动中。但是，SAP 集团的任何成员均可以将合作伙伴的名称用于客户和合作伙伴名单中（包括但不限于在 SAP 网站或在线市场上显示合作伙伴的名称、地址、详细联系信息、合作伙伴互动、专业领域和/或产品范围），或作为 SAP 集团营销工作（包括但不限于样板客户拜访和案例、新闻推荐、现场拜访、参与 SAPPHIRE）的一部分以双方一致同意的次数进行使用。SAP 集团将尽合理努力避免样板客户活动不合理地干扰合作伙伴的业务运营。合作伙伴同意，SAP 可出于营销和其他业务目的与 SAP 集团的任何其他成员共享合作伙伴的信息，且合作伙伴已获得其员工的许可，允许 SAP 与 SAP 集团的任何其他成员共享业务联系信息。

7. In the event that the Receiving Party or any of its Representatives are requested pursuant to, or required by, applicable law, regulation, court order, regulatory agency or other legal process to disclose any Confidential Information or any other information concerning the Disclosing Party, this Agreement, or the Parties' performance hereunder, the Receiving Party must provide the Disclosing Party with prompt notice of such request or requirement in order to enable the Disclosing Party (i) to seek an appropriate protective order or other remedy; (ii) to consult with the Receiving Party with respect to the Disclosing Party's taking steps to resist or narrow the scope of such request or legal process; or (iii) to waive compliance, in whole or in part, with the terms of this Agreement. In the event that such protective order or other remedy is not obtained in a timely manner, or the Disclosing Party waives compliance, in whole or in part, with the terms of this Agreement, the Receiving Party or its Representative will use commercially reasonable efforts to disclose only that portion of the Confidential Information which is legally required to be disclosed and to require that all Confidential Information that is so disclosed will be accorded confidential treatment.

如果根据适用的法律、法规、法院指令、监管机构或其他法律程序的规定或要求，接收方或其任何代表必须披露任何保密信息或涉及披露方、本协议或协议双方在本协议项下义务的任何其他信息，接收方应当立即向披露方通知此类规定或要求，使披露方能够 (i) 寻找合理的保护措施或其他补救措施；(ii) 就披露方采取措施抵制或缩小此类请求或法律程序的范围与接收方进行磋商；(iii) 放弃对本协议所有条款或部分条款的遵守。如未能及时获得此类保护措施或采取其他补救措施，或者披露方放弃遵守本协议的全部或部分条款，则接收方或其代表应尽商业上合理努力，仅披露法律要求披露的部分保密信息，并要求对如此披露的所有保密信息予以保密处理。

8. Partner may provide or SAP may solicit Partner's Feedback. All Feedback is provided at the sole discretion of Partner. Unless the Parties have entered into a separate agreement that includes a comparable license from Partner to SAP regarding Feedback, Partner grants to each member of the SAP Group a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license, with the right to sublicense to any licensee, customer and end user of the SAP Group, under all relevant Partner intellectual property rights, to use, publish, and disclose such Feedback and to display, perform, copy, make, have made, use, sell and otherwise dispose of the SAP Group's and its sublicensees' products or services embodying Feedback in any manner and via any media any member of the SAP Group chooses, without reference to the source ("**Feedback License**"). Except for the license granted above to use Feedback provided by Partner at its sole discretion, SAP acquires no title or interest in any pre-existing or independently developed data, information, or intellectual property of Partner under this Feedback License. Partner acknowledges that the Feedback is only provided for information purposes but is not intended to be binding upon SAP to any particular course of business, product strategy, service strategy and/or development. If Partner's Feedback is based on Feedback of an End User, Partner must ensure that the relevant End User grants to each member of the SAP Group a Feedback License.

合作伙伴可提供反馈，SAP 也可征询合作伙伴的反馈。合作伙伴可自行决定是否提供任何反馈信息。除非协议双方就反馈单独签订一份合作伙伴向 SAP 授予类似许可的协议，否则合作伙伴授予 SAP 集团的所有成员关于合作伙伴所有相关知识产权的一项非独占的、永久性的、不可撤销的、全球范围内的、免特许权使用费的许可，该许可包含向 SAP 集团的任何被许可方、客户和最终用户进行再许可的权利，允许其以任何方式、在不考虑反馈信息来源的情况下，以 SAP 集团任一成员选择的任何介质使用、发布和披露此类反馈信息，显示、执行、复制、制作/促进制作、使用、销售或处置包含此类反馈信息的 SAP 集团及其从属被许可方的产品或服务（以下简称"**反馈许可**"）。除上述就使用合作伙伴自行决定提供的反馈授予的许可外，SAP 在该反馈许可下未获得合作伙伴已有或独立开发的数据、信息或知识产权的任何权利或权益。合作伙伴承认，反馈仅用于提供信息，不得对 SAP 的任何特定业务流程、产品战略、服务战略和/或开发构成任何约束力。若合作伙伴的反馈基于最终用户的反馈产生，则合作伙伴必须保证相关最终用户对 SAP 集团的每个成员授予反馈许可。

9. The Receiving Party will not be in violation of this Agreement due to the use of any Residuals (defined below) resulting from authorized access to or work with Confidential Information of the Disclosing Party.

接收方使用因授权访问或接触披露方的保密信息而获得的任何残留信息（定义如下）不构成对本协议的违反。

"**Residuals**" means information in non-tangible form which may be incidentally retained in the unaided memory of Representatives of the Receiving Party who have had access to the Confidential Information, so long as such persons have not studied the information for the purpose of replicating the same from memory; provided, however, that in no event will Residuals include any information that a reasonable person would know was Confidential Information of the Disclosing Party.

"**残留信息**"是指曾接触过保密信息的接收方代表无意保留在独立记忆中的无形信息，但该等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；此外，在任何情况下，残留信息中均不得包含合理的人员知晓为披露方保密信息的任何信息。

Nothing in this Article 2 (Confidentiality) no. 9 will be deemed to grant any right, title or interest in or to (i) the Disclosing Party's Confidential Information (except for Parties' performance under any part of this Agreement) and/or (ii) any Intellectual Property Right of the Disclosing Party. Neither Party will have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of Residuals.

Article 2（保密）第 9 款下的任何内容均不得视为授予关于 (i) 披露方的保密信息（协议双方履行本协议任意部分下的义务除外）和/或 (ii) 披露方的任何知识产权的任何所有权、权利和利益。任何一方均没有义务限制或约束此类人员的指派，或为通过使用残留信息获得的任何作品支付特许权使用费。

Article 3 Covenants

约定

1. Partner must inform SAP without undue delay if Partner becomes aware of any third party: (a) Using or otherwise having unauthorized access to any SAP Product including, without limitation, if Partner becomes aware of any End User exceeding licensed levels; and/or (b) marketing, licensing, positioning, providing and distributing any SAP Product without authorization. In such case, Partner must: (a) assist SAP and any other member of the SAP Group in every reasonable way in the pursuance of their respective rights and, upon consultation with the relevant member of the SAP Group, immediately take all steps for the protection of those rights; and (b) temporarily stop marketing, licensing, positioning, providing and distributing SAP Products to any such third party unless and until such ambiguity is resolved to Partner's and SAP Group's satisfaction.

合作伙伴一经发现任何第三方有以下行为者，必须立即通知 SAP，不得无故延迟：(a) 使用或未经授权访问任何 SAP 产品，包括但不限于合作伙伴发现任何最终用户超出许可范围的使用；和/或 (b) 未经授权营销、许可、安装、提供和分销任何 SAP 产品。在此情形下，合作伙伴必须：(a) 尽一切合理的努力协助 SAP 和 SAP 集团的任何其他成员维护其各自的权利，并在咨询相关 SAP 集团的成员后立即采取一切措施保护这些权利；和 (b) 暂停向任何此类第三方营销、许可、安装、提供和分销 SAP 产品，直至此类不当行为达到了令合作伙伴和 SAP 集团满意的处理结果。

2. Partner must inform SAP immediately (i) of any Change of Control regarding Partner and (ii) in case of a material part of Partner's assets or a material part of Partner's assets utilizing any SAP Material or both being sold or otherwise transferred. 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.

合作伙伴必须就以下情况立即通知 SAP：(i) 合作伙伴控制权的变更和 (ii) 合作伙伴的大部分资产和/或合作伙伴使用了任何 SAP 材料的大部分资产被出售或转让。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。合作伙伴发现任何利益冲突或出现任何利益冲突时，必须立即通知 SAP 的 Office of Ethics & Compliance 部门。"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。

3. 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.

合作伙伴确认，其所有者、董事、员工以及据其所知的参与本协议履行的第三方均非政治公众人物或政府官员，亦非政府官员的近亲属（统称"涉及的个人"），且(i) 不具备或看似不影响本协议履行的能力，或 (ii)不会从本协议所建立的合同关系中获得任何重大的经济利益。 如合作伙伴的任何所有者、董事、员工以及参与本协议履行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。

Article 4 Trademark Licenses

商标许可

1. Upon Partner meeting the Program Requirements for the first time and subject to Partner's compliance with all Program Requirements at all times during the term of this Agreement, SAP grants to Partner a revocable, non-exclusive, non-transferable license to use the SAP partner logo that SAP makes available to the Partner, depending on the Partner Level, in connection with this Agreement in the Territory in accordance with the terms of this Article 4 (Trademark Licenses). This license to use the SAP partner logo that SAP makes available to the Partner, depending on the Partner Level, in connection with this Agreement includes the right to use the SAP corporate logo as part of the SAP partner logo (both referred to as "**SAP Logos**"). Partner is not permitted to grant sublicenses to the SAP Logos.

在合作伙伴初次满足项目要求且在履行本协议的期限内始终遵守所有项目要求的前提下，SAP 授予合作伙伴一项可撤销的、非排他的和不可转让的许可，允许其根据 Article 4（商标许可）的规定，在地域内使用 SAP 基于合作伙伴等级依据本协议向其提供的 SAP 合作伙伴标识。SAP 基于合作伙伴等级依据本协议向合作伙伴提供的 SAP 合作伙伴标识的使用许可包括将 SAP 公司标识作为 SAP 合作伙伴标识（合称为"**SAP 标识**"）的一部分进行使用的权利。合作伙伴不得对 SAP 标识进行再许可。

2. When using SAP Logos, Partner must adhere to all requirements and obligations of the PartnerEdge Branding Guide, including, without limitation, observe SAP's directions concerning the colors and size of the SAP Logos.

在使用 SAP 标识时，合作伙伴必须遵守并履行 PartnerEdge 品牌指南的各项要求和义务，包括但不限于遵守 SAP 就标识的颜色和尺寸的说明。

3. Partner must not contest the validity of the SAP Logos or support the contesting of their validity and must not derive any right against SAP or any other member of the SAP Group through its use of the SAP Logos. When using SAP Logos, Partner must indicate that the SAP Logos are trademarks or registered trademarks of the SAP Group. In this context, Partner acknowledges that SAP Parent is the sole owner of rights in the SAP Logos. Partner undertakes to make all those declarations and provide all those documents for the benefit of SAP or any other member of the SAP Group as SAP, SAP Parent or any other member of the SAP Group may require in the prosecution of its rights in the SAP Logos.

合作伙伴不得质疑 SAP 标识的有效性或支持对其有效性的质疑，不得通过对 SAP 标识的使用获得对抗 SAP 或 SAP 集团的任何其他成员的任何权利。在使用 SAP 标识时，合作伙伴必须表明 SAP 标识是 SAP 集团的商标或注册商标。在此情形下，合作伙伴确认，SAP 母公司是 SAP 标识的唯一权利所有人。当 SAP、SAP 母公司或 SAP 集团的任何其他成员为保护其对 SAP 标识的权利而作出要求时，合作伙伴承诺为了 SAP 或 SAP 集团的任何其他成员的利益作出上述所有权利声明并提供所有相关文档。

4. SAP Group has the sole and exclusive right to protect and defend the SAP Logos at its sole discretion, cost and expense. Partner will reasonably cooperate with SAP and any other member of the SAP Group, at SAP Group's expense, in the defense and protection of the SAP Logos and will promptly notify SAP of the use of any mark infringing any of the SAP Logos of which it has knowledge.

SAP 集团享有自行决定保护 SAP 标识不受侵犯的唯一且排他性的权利，并自付相关成本和费用。合作伙伴将合理配合 SAP 和 SAP 集团的任何其他成员保护 SAP 标识不受侵犯（费用由 SAP 集团承担），如发现任何侵犯 SAP 标识权利的行为，将立即通知 SAP。

5. All advertising and sales material used by Partner for a SAP Product, unless such SAP Product is embedded into any application developed by Partner, must bear the notices prescribed by SAP or any member of the SAP Group concerning trademarks and other identifying marks. Partner must refrain from (i) registering SAP's name, any name of any other member of the SAP Group (including, in both cases any domain name or trademarks), SAP Parent's logo and/or any logo of any other member of the SAP Group (including, in both cases, any names, logos, domain names or trademarks which are confusingly similar to any of them) for itself or (ii) permitting third parties to use or otherwise exploit SAP's name, logo or trademark and/or any name, logo or trademark of any other member of the SAP Group (including, in both cases, any name, logo, trademark or domain name which are confusingly similar to any of them). Partner must, at SAP's choice, either transfer any rights regarding such name, logos, trademarks and domain names to SAP or any other member of the SAP Group as soon as they arise or permit SAP and any other member of the SAP Group to exploit them. Partner must afford SAP and any other member of the SAP Group such assistance as may be necessary for SAP or any other member of the SAP Group to obtain at SAP Group's expense the appropriate registrations for protection in any chosen country.

合作伙伴使用的任何关于 SAP 产品的宣传和销售材料均须带有 SAP 或 SAP 集团的任何其他成员规定的关于商标及其他标识的声明，除非此类 SAP 产品嵌入合作伙伴开发的应用程序中。合作伙伴不得：(i) 为自己注册 SAP 的名称、SAP 集团的任何其他成员的任何名称（两种情形下均包括任何域名和/或商标）、SAP 母公司的标识和/或 SAP 集团的任何其他成员的任何标识（两种情形下均包括与其中任何一项相近且容易造成混淆的任何名称、标识、域名或商标）；或 (ii) 允许第三方使用或以其他方式利用 SAP 的名称、标识或商标和/或 SAP 集团的任何其他成员的任何名称、标识或商标（两种情形下均包括与其中任何一项相近且容易造成混淆的任何名称、标识、商标或域名）。合作伙伴必须根据 SAP 的选择，将与此类名称、标识、商标和域名有关的任何权利在其一开始产生时就转让给 SAP 或 SAP 集团的任何其他成员，或允许 SAP 和 SAP 集团的任何其他成员使用这些权利。在 SAP 集团承担费用的情况下，合作伙伴必须为 SAP 和 SAP 集团的任何其他成员提供在任何选定的国家/地区获得适当的保护注册所需的此类协助。

6. SAP reserves the right to review the use of the SAP Logo in Partner's marketing, advertising and other promotional materials. Partner must make no representations regarding the SAP Products except as consistent with SAP's Documentation or as SAP may otherwise approve in writing.

SAP 保留审核合作伙伴在营销、宣传和其他促销材料中的使用 SAP 标识权利。除与 SAP 的文档内容一致或经 SAP 书面批准外，合作伙伴不得就 SAP 产品做出任何声明。

7. Partner grants SAP Group a non-exclusive, royalty-free license to use and display the Partner's trademarks, logos, or other marks (collectively, "Partner Marks") in marketing materials, websites, and other promotional activities in order to (i) accurately identify and refer to Partner and its services and/or technology, (ii) otherwise exercise SAP's rights and perform its obligations under the Agreement, and (iii) execute any other use cases agreed upon in writing by both Parties. SAP Group shall use the Partner Marks in accordance with Partner's reasonable written trademark usage polices provided by Partner to SAP. If requested by Partner, SAP shall provide Partner with copies of materials created by SAP containing Partner Marks and shall address any corrections to use of the Partner Marks proposed by Partner.

合作伙伴授予 SAP 集团非独占的、免版税的许可，允许其在营销材料、网站和其他促销活动中使用和显示合作伙伴的商标、徽标或其他标识（以下统称"合作伙伴标识"），以便：(i) 准确识别和查阅合作伙伴及其服务和/或技术，(ii) 以其他方式行使 SAP 在协议项下的权利并履行其义务，以及 (iii) 执行双方书面约定的任何其他使用案例。SAP 集团应根据合作伙伴向 SAP 提供的合理书面商标使用政策使用合作伙伴标识。如合作伙伴要求，SAP 应向合作伙伴提供 SAP 创建的包含合作伙伴标识的材料的副本，并应处理合作伙伴提议的对合作伙伴标识的使用进行的任何更正。

Article 5 Advertising Materials

广告材料

1. Partner may add its own material to the information supplied by SAP, solely for the purposes of Partner's own marketing activities. Any material which is added must be clearly marked as Partner's material.

仅出于开展自己的营销活动之目的，合作伙伴可以在 SAP 提供的信息上添加自己的材料。添加的任何材料都必须明确标明为合作伙伴的材料。

2. Marketing and promotional materials, including advertising and publicity materials, which are provided by SAP will be provided by SAP to Partner upon Partner's request, and charged to Partner, unless the Parties agree otherwise.

SAP 将根据合作伙伴的请求向其提供包括广告和宣传材料在内的营销和促销材料，并向合作伙伴收取相应的费用，双方另有约定的除外。

3. All marketing and promotional materials developed by or for Partner, including, but not limited to, print advertisement, broadcast or telecast commercials, product brochures, sales aids, manuals, displays, and publicity concerning the Cloud Services and Services resold or provided hereunder and related services must be of first quality.

合作伙伴制作的或为其制作的所有营销和促销材料，包括但不限于与云服务、本协议下转售或提供的服务以及相关服务有关的印刷广告、广播或电视广告、产品宣传册、销售辅助品、销售手册、展示和宣传都必须具备一流的品质。

Article 6 SAP's obligation to deliver

SAP 的交付义务

1. SAP's obligations concerning the delivery of the SAP Products are outlined in the applicable SAP PartnerEdge Model.
适用的 SAP PartnerEdge 模式中规定了 SAP 关于交付 SAP 产品的义务。

2. Notwithstanding SAP's acceptance of an order, SAP will be entitled to suspend the delivery of any or all SAP Products, the applicable license key or both where and for as long as any of the following adverse conditions is present:

尽管 SAP 接受了订单，但只要出现下列不利情形，SAP 仍有权暂停交付任何或所有 SAP 产品和/或适用的许可密钥：

a) Partner does not pay on the due date any amount payable to SAP under or in connection with the applicable SAP PartnerEdge Model (including, without limitation, the Program Fee) at the place at and in the currency in which it is expressed to be payable;

合作伙伴未在明确规定的日期和地点，使用规定的货币向 SAP 支付相应的 SAP PartnerEdge 模式下规定的或与之相关的任何应付费用或金额（包括但不限于项目费用）；

b) Partner is in substantial breach or SAP has reasonable belief that a substantial breach of any part of this Agreement has occurred, including without limitation, the reasons set out in Part 1 – Article 10 no. 1b) and no. 2 (Termination for good cause);
合作伙伴实质上违反了或者 SAP 合理确信违反了本协议下任何条款的规定，包括但不限于第一部分 Article 10 第 1b)款和第 2 款（因正当理由终止）规定的理由；

c) delivery is inappropriate or impossible due to technical problems not in SAP Group's responsibility (for example, unresolved defect notices, product liability risks, software production problems, provided these events are not attributable to the SAP Group);

因非由 SAP 集团造成的技术问题致使不适合或无法交付（例如，非由 SAP 集团造成的未解决缺陷声明、产品责任风险、软件生产问题）；

d) Partner or End User or both cannot be relied upon to observe SAP's rights or the rights of any other member of the SAP Group in any or all SAP Products;

合作伙伴和/或最终用户不能保证 SAP 或 SAP 集团的任何其他成员对任何或所有 SAP 产品所拥有的权利；

e) export restrictions as set out in Part 1 – Article 13 (Export Regulations);

第一部分 Article 13（出口条例）规定的出口限制；

f) SAP determines that the laws or policies or both of any country are or become insufficient to protect any Intellectual Property Rights in any SAP Product; or

SAP 认为任何国家/地区的法律和/或政策不足以保护任何 SAP 产品的任何知识产权；或

g) any other reason for suspension similar to those listed in subsection a) to f) above.
与上述第 a)）至第 f)）款列举的暂停交付理由类似的其他理由。

3. SAP must inform Partner in writing without undue delay if SAP suspends the delivery of any or all SAP Products or applicable license key or both due to the reasons set out in this Article 6 (SAP's obligation to deliver) no. 2.
SAP 因 Article 6（SAP 的交付义务）第 2 款规定的原因暂停交付任何或所有 SAP 产品和/或适用的许可密钥时，必须立即书面通知合作伙伴，不得无故延迟。

4. SAP's right to suspend the delivery does not mean that any part of this Agreement is terminated. If in case of this Article 6 (SAP's obligation to deliver) no. 20 and f) suspension of delivery continues for a period of more than three consecutive months, either Party may terminate any order concerning the affected SAP Product with one month's prior written notice to the other Party.
SAP 暂停交付的权利并不代表本协议的任何部分的效力终止。若根据 Article 6（SAP 的交付义务）第 20 款和第 f)款作出的暂停交付行为持续时间超过连续三个月，则任意一方均可提前一个月通知另一方，终止与受影响的 SAP 产品有关的任何订单。

Article 7 Prices and Fees

价格和费用

1. Price/Fee. The prices or fees for the Software, Cloud Services, Subscription Services and other Services depend on the applicable SAP PartnerEdge Model and are set forth therein.

价格/费用。软件、云服务、订阅服务和其他服务的价格或费用取决于相应的 SAP PartnerEdge 模式并由其加以规定。

2. Maintenance Fee. The fee for Maintenance Services depends on the applicable SAP PartnerEdge Model and is, if applicable, set forth therein.

维护费用。维护服务的费用取决于相应的 SAP PartnerEdge 模式，并由其加以规定（如适用）。

3. Program Fee. 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.

项目费用。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。

4. Net Prices. The prices of the Price List are net prices. Unless otherwise specified, Fees and other charges described in any part of this Agreement do not include taxes.

净价。价目表中的价格为净价。除非另有规定，本协议任何部分所载之费用及其他收费均不包括税款。

Article 8 Invoices and Payment

发票和付款

1. SAP is not obliged to issue an individual invoice for each individual order by Partner but is entitled to issue collective invoices.

SAP 没有义务就合作伙伴定购的每个单独的订单开具单独的发票，但有权出具汇总发票。

2. Partner has to pay to SAP any fee as well as any other amount due to SAP under any part of this Agreement within the Payment Period as set out in Part 2 – Article 6 (Payment Period). All amounts due to SAP under any part of this Agreement have to be paid in the currency indicated in Part 2 – Article 7 (Currency).

合作伙伴必须在第二部分 Article 6（付款期间）规定的付款期间内，向 SAP 支付本协议任何部分下规定的应支付给 SAP 的任何费用以及任何其他金额。根据本协议任何部分的规定应支付给 SAP 的所有金额均需以第二部分 Article 7（货币）规定的币种进行支付。

3. Payment will be considered to have been made when the payment is received by SAP in the bank account designated by SAP for such payments.

SAP 在其为此项付款指定的银行账户收到该款项时视为收讫该款项。

4. Partner may offset claims only if they are uncontested or finally and bindingly awarded by a court of law.

合作伙伴仅可对无争议的索赔或者法院已终裁的索赔进行抵销。

5. If Partner fails to pay any fee or any other amount payable by it on its due date, interest will accrue at the Default Interest Rate set out in Part 2 – Article 8 (Default Interest Rate). However, the assertion of further damages is not excluded.

若合作伙伴未在到期日支付其应付的任何费用或金额，则利息将按照第二部分 Article 8（违约利率）规定的违约利率累积计算。另外，不排除对于进一步损害的主张。

6. If Partner fails to pay any fee or other amount payable by it on its due date, SAP may at its sole discretion:

若合作伙伴未在到期日支付其应付的任何费用或金额，则 SAP 可自行决定：

a) suspend Partner's rights to market, provide, position and distribute any or all SAP Products until such time as any outstanding amount has been received by SAP;

中止合作伙伴营销、提供、安装和分销任何及所有 SAP 产品的权利，直至 SAP 收到全部未清款项为止；

b) suspend Partner's right to use the SAP Logo;

中止合作伙伴使用 SAP 标识的权利；

c) require full payment from Partner for any amount due by Partner to SAP; and

要求合作伙伴全额支付其应向 SAP 支付的任何金额；和

d) avail itself of any other rights or remedies existing under any part of this Agreementor in law.

行使其根据法律或在本协议任何部分下享有的任何其他权利或救济。

7. Partner acknowledges and agrees that all fees to be collected by it are for its own account. For avoidance of doubt, any fees due to SAP under any part of this Agreement are not contingent upon payments from third parties (including, without limitation, End Users).

合作伙伴承认并同意，所有应收费用均由其自行承担。为避免疑义，任何根据本协议任何部分应向 SAP 支付的费用均不受第三方（包括但不限于最终用户）支付情况的影响。

8. SAP may require Partner to settle any invoice in full prior to SAP's delivery under the respective order if:

在以下情况下，SAP 可以要求合作伙伴在 SAP 根据相应订单作出交付之前付清任何发票：

a) Partner is at that time in arrears with a substantial amount payable to SAP;

合作伙伴当时拖欠 SAP 大量应付金额；

b) in the preceding twelve months, Partner failed - several times or for a substantial amount - to settle invoices in full when due and owing;

在过去 12 个月中，合作伙伴多次拖欠或未能付清大金额的到期应付的发票；

c) there is no prior business relationship with Partner;

之前与合作伙伴之间不存在业务关系；

d) Delivery is to be made outside of Territory; or

在地域之外交付；或

e) Partner's registered office is outside of the Territory.

合作伙伴的注册办公地址在地域之外。

9. SAP may require all partners in a country (including Partner) to settle any invoice in full prior to SAP's delivery of an SAP Product if this is – in SAP's reasonable discretion – needed to safeguard SAP's justified financial interests.

若 SAP 经合理判断认为有必要确保 SAP 的正当财务利益，SAP 可以要求一个国家/地区内的全部合作伙伴（包括合作伙伴在内）在 SAP 交付 SAP 产品之前付清任何发票。

Article 9 Audit

审计

1. SAP shall have the right to once annually conduct an audit to verify the compliance of (i) Partner, and/or (ii) any member of the Partner Group involved in the performance of obligations under any part of this Agreement, with the terms of this Agreement, including SAP policies referenced by this Agreement, in particular Partner´s compliance obligations. Notwithstanding foregoing, in the event SAP reasonably believes that a breach of the terms of this Agreement, the referenced policies and in particular the compliance obligations has occurred or will most likely occur, SAP shall have the right to perform an audit. During or after the closing of a specific transaction, SAP's Office of Ethics and Compliance may request information or documentation from Partner and such requests shall not be considered annual audit.

SAP有权每年进行一次审查，验证履行本协议任何部分下所规定义务的 (i) 合作伙伴和/或 (ii) 合作伙伴集团成员对本协议条款（包括本协议提及的SAP政策）的遵守情况，尤其是合作伙伴的遵守情况。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、所引用政策，特别是违反合规义务的行为，SAP有权进行审计。特定交易期间或结束之后，SAP的Office of Ethics & Compliance可能会要求合作伙伴提供信息或文档，且此类要求不得被视为年度审计。

2. 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:

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商业利益。SAP将承担审查的费用，除非：

(i) the expert establishes a breach by the Partner in which case Partner must bear the costs, or (ii) Partner does not fully or timely cooperate with reasonable requests relevant to the audit.

专家查实合作伙伴存在违约行为（这种情况下，合作伙伴必须承担费用）；或者 (ii) 合作伙伴未充分或及时配合与审查相关的合理请求。

3. 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.

SAP应提前一（1）周发送审计通知，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。

4. 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。

5. Partner must make full disclosure to SAP or its expert, and ensure that (i) any member of the Partner Group 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 SAP or its expert to make copies of them. Financial records must be readily available for inspection during audits by SAP or its expert or provided electronically if requested by SAP or its expert.

合作伙伴必须向SAP或其专家进行充分披露，并确保 (i) 合作伙伴集团中履行本协议任何条款下所规定义务的任何成员和 (ii) 任何合作伙伴的代表充分配合和提供信息，授予SAP或其专家查看所有必要和有用文档的权限，并允许其对这些文档进行复制。在SAP或其专家进行审计期间，必须准备

好财务记录供检查，或者在SAP或其专家请求的情况下以电子形式提供。

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.if the audit is performed at the Partner's place of business.

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。如果在合作伙伴的业务地点执行审计，合作伙伴同意为专家提供合适的工作场所。

6. 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。

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

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

8. 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。

9. Partner must include audit terms with its agreements with any third party used by Partner in connection with its activities under this Agreement (hereinafter "Intermediary/ies") which are materially as protective as the terms in this Article 9. 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.

合作伙伴必须在与为履行本协议项下的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条（第9条）保护力度相当的审查条款。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。

10. SAP reserves the right to suspend business with the Partner and/or take such other action as SAP deems reasonable in the circumstances in the event Partner does not fulfill audit requests within the timelines as reasonably established by SAP or its expert, or unless an extension of such timelines is expressly approved by SAP or its expert. Furthermore, SAP may terminate the Agreement and any or all PartnerEdge models in accordance with Part 1-Article 10 no. 2b) in case Partner does not cooperate with SAP or its expert during an audit as outlined in this Article 9.

如合作伙伴未在SAP或其专家合理规定的时间范围内履行审计请求，SAP保留暂停与合作伙伴的业务和/或采取SAP认为合理的此类其他行动的权利，除非SAP或其专家明确批准延长此类时间。此外，如果合作伙伴不按照本条（第9条）的规定在审计过程中配合SAP或其专家，SAP可以根据GTC第一部分第10条第2.b)小节终止协议和任何或所有PartnerEdge模式。

Article 10 Termination for good cause

因正当理由终止

1. The affected SAP PartnerEdge Model may be terminated by either Party immediately upon written notice to the other Party in the following cases:
在下列情况下，任何一方均可在书面通知另一方后立即终止受影响的 SAP PartnerEdge 模式：

a) Non-Payment. Partner does not pay on the due date any amount payable to SAP under or in connection with the applicable SAP PartnerEdge Model (including, without limitation, the Program Fee) at the place at and in the currency in which it is expressed to be payable unless payment is made within thirty days of the due date.

未付款。合作伙伴未在明确规定的日期和地点，使用规定的货币向 SAP 支付相应的 SAP PartnerEdge 模式下规定的或与之相关的任何应付费用或金额（包括但不限于项目费用），合作伙伴在到期日后 30 日内付款的除外。

b) Breach of other provisions. A Party does not comply with any provision of any part of this Agreement other than those referred to in this Article 10 no. 1a) (Non-Payment), 2a) (Repeated Non-Payment) and 2b) (Breach of material provisions) unless the non-compliance is capable of remedy and is remedied within thirty days of the other Party giving notice.

违反其他规定。一方未遵守本协议下除 Article 10 第 1a)款（未付款）、第 2a)款（多次未付款）和第 2b)款（违反实质性规定）之外的任何其他部分下的任何规定，违约行为可补救且在另一方发出通知后 30 日内采取补救措施的除外。

2. Any or all SAP PartnerEdge Models may be terminated by either Party for good cause immediately upon written notice to the other Party. Such good cause exists in particular, without limitation, in each of the events or circumstances set out below:
任何一方均可出于正当理由，在向另一方发出书面通知后立即终止任何或所有 SAP PartnerEdge 模式。此类正当理由尤其是指（但不限于）下列各项事件或情形：

a) Repeated Non-Payment. Partner does repeatedly not pay on the due date any amount payable to SAP at the place and in the currency in which it is expressed to be payable.

多次未付款。合作伙伴多次未在明确规定的日期和地点，使用规定的货币向 SAP 支付任何应付的金额。

b) Breach of material provisions. A Party does not comply with material provisions of any part of this Agreement. Material provisions are in particular the obligations under Part 1 – Article 2 (Confidentiality), Part 1 – Article 9 (Audit), Part 1 – Article 13 (Export Regulations), Part 1 – Article 15 (Compliance) and Part 2 – Article 4 (Reservation of title, rights and interest).

违反实质性规定。一方未遵守本协议任何部分的实质性规定。实质性规定尤其是指第一部分 Article 2（保密）、第 9 条（审计）、Article 13（出口条例）、Article 15（合规）和第二部分 Article 4（所有权、权利和利益的保留）下规定之义务。

c) Insolvency. The other Party (i) is unable, is deemed unable or admits its inability to pay its debts as they fall due, (ii) suspends or threatens to suspend making payments on any of its debt or, by reason of actual or anticipated financial difficulties, (iii) commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness or (iv) is over-indebted (value of assets is less than its liabilities taking into account contingent and prospective liabilities) ("**Insolvent**").

破产。另一方 (i) 不能、被认为不能或承认不能偿付到期债务，(ii) 因实际财务困难或预期的财务困难中止或可能中止偿还其任何债务或 (iii) 与一个或多个债权人协商延迟履行债务或 (iv) 资不抵债（在综合考虑其或有负债和预期负债后，其资产价值少于债务额）（以下简称"**破产**"）。

d) Insolvency Proceedings. An application has been filed or any other step is taken for the initiation of insolvency, bankruptcy, composition or similar proceedings against the other Party, any such application has been rejected for lack of assets, any enforcement against the other Party could not be carried out or any execution measures have been initiated against the other Party which have not been set aside within one month (e.g. setting aside of a seizure or an attachment) ("**Insolvency Proceedings**").

破产程序。已经针对另一方提出申请或采取任何其他步骤以启动破产、重整或类似程序，但此类申请因资产不足而遭拒绝，无法对另一方执行任何强制措施，或已针对另一方启动了任何执行措施并在一个月内未予以撤销（例如：未撤销扣押物或附属物）（以下简称“**破产程序**”）。

e) Cessation of business. The other Party suspends or ceases to carry on all or a material part of its business.

停止营业。另一方中止或停止运营所有业务或重要业务。

f) Change of ownership. In the event of a Change of Control if the business interests of the other Party are materially affected (for example, if a direct competitor of a Party becomes a direct or indirect majority shareholder).

所有权变更。如果因控制权的变更而使另一方的业务利益受到实质性影响（如一方的直接竞争对手间接或直接成为其主要股东）。

Article 11 Effect of Termination

终止的效力

1. Model-specific effects of termination are set out in each SAP PartnerEdge Model.

特定模式终止的效力规定在相应的 SAP PartnerEdge 模式中。

2. If an SAP PartnerEdge Model is terminated, rescinded or ended in any other way:

若一个 SAP PartnerEdge 模式以任何其他方式终止、解除或撤销：

a) Partner's right to:

则合作伙伴的如下权利：

i. hold itself out as partner of SAP under or in connection with such SAP PartnerEdge Model;

宣称自己是该 SAP PartnerEdge 模式下或与之相关的合作伙伴；

ii. use the SAP trademarks, including, without limitation, the SAP Logos which he was authorized to use as set out in Part 1 - Article 4 (Trademark License) under or in connection with such SAP PartnerEdge Model; and

使用 SAP 商标，包括但不限于在该 SAP PartnerEdge 模式下或因与之相关而根据第一部分 Article 4（商标许可）的规定授权其使用的 SAP 标识；以及

iii. use the Documentation and other marketing programs and other materials and all copies, reproductions, summaries, or extracts thereof or based thereon of any member of the SAP Group distributed under or in connection with such SAP PartnerEdge Model,

使用 SAP 集团任何成员在该 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，

immediately ends.

将立即终止。

b) Partner must within thirty days irretrievably destroy or upon SAP's request deliver to SAP all copies of the:

合作伙伴必须在 30 天内彻底销毁或应 SAP 的要求向 SAP 交付所有下列内容的副本：

i. Software products distributed under the relevant SAP PartnerEdge Model;

在相应的 SAP PartnerEdge 模式下分发的软件产品；

ii. SAP Logos and other SAP trademarks which Partner was authorized to use as set out in Part 1 – Article 4 (Trademark License) under or in connection with such SAP PartnerEdge Model; and

在该 SAP PartnerEdge 模式下或因与之相关而根据第一部分 Article 4（商标许可）的规定授权其使用的 SAP 标识和其他 SAP 商标；以及

iii. all Documentation and other marketing programs and materials and all copies, reproductions, summaries, or extracts thereof or based thereon of any member of the SAP Group distributed under or in connection with such SAP PartnerEdge Model,

SAP 集团的任何成员在该 SAP PartnerEdge 模式下或因与之相关而分发的所有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，

that are in the possession of Partner, any member of the Partner Group and/or any of Partner Group's Representatives, except to the extent Partner is legally required to keep a copy for a longer period in which case such return or destruction shall occur at the end of such period.

这些材料由合作伙伴、合作伙伴集团的任何成员和/或合作伙伴集团的任何代表占有，除非法律要求合作伙伴对副本保留更长的期限，在此情况下，前述返还或销毁行为应在该期限届满时执行；

c) a duly authorized representative of the Partner must certify in writing to SAP within thirty days that Partner has fulfilled its obligations under this Article 11 (Effect of Termination) no. 2b).

经正式授权的合作伙伴代表必须在三十（30）天内以书面方式向 SAP 证明合作伙伴已履行其在本 Article 11（终止的效力）第 2b)款下的义务。

d) Partner must immediately inform its End Users about the termination of its partnership with SAP and cooperate with SAP to avoid any interruption in the provision of the Cloud Services, Services and Software by SAP to End Users.

合作伙伴必须立即将与 SAP 合作伙伴关系的终止告知最终用户，并与 SAP 配合以避免 SAP 向最终用户提供的云服务、服务和软件的中断。

3. If a SAP PartnerEdge Model is terminated, rescinded or ended in any other way:

若一个 SAP PartnerEdge 模式以任何其他方式终止、解除或结束：

a) the Receiving Party's right to use the Confidential Information immediately ends.

则接收方使用保密信息的权利立即终止。

b) the Receiving Party must within thirty days irretrievably destroy or upon Disclosing Party's request deliver to Disclosing Party all Confidential Information of the Disclosing Party and all copies, reproductions, summaries, or extracts thereof or based thereon in the Receiving Party's possession, custody or control or in the possession, custody or control of any Representative of the Receiving Party, except to the extent Receiving Party is legally required to keep a copy for a longer period in which case such return or destruction shall occur at the end of such period. However, (i) if a legal proceeding has been instituted to seek disclosure of the Confidential Information, such material shall not be destroyed until the proceeding is settled or a final judgment with respect thereto has been rendered and (ii) the Receiving Party shall not, in connection with the

foregoing obligations, be required to identify or delete Confidential Information held in archive or back-up systems in accordance with general systems archiving or backup policies.

接收方必须在 30 天内彻底销毁或应披露方的要求向披露方交付由接收方占有、保管或控制或由接收方的代表占有、保管或控制的披露方的所有保密信息及其或根据其生成的所有副本、复制品、摘要或摘录，除非法律要求接收方对副本保留更长的期限，在此情况下，前述返还或销毁行为应在该期限届满时执行。但是，(i) 若要求披露保密信息的法律程序已经启动，则此类材料需待该法律程序调停或达成最终判决后方得销毁，且 (ii) 基于前述义务，接收方不得被要求确认或删除根据一般系统归档或备份策略在归档或备份系统中保留的保密信息。

c) a duly authorized representative of the Receiving Party must certify in writing to the Disclosing Party within thirty days of Disclosing Party's written request that the Receiving Party has fulfilled its obligations under this Article 11 (Effect of Termination) no. 3b),

经正式授权的接收方代表必须在披露方提出书面请求后 30 日内，以书面形式向披露方证明接收方已履行其在 Article 11（终止的效力）第 3b)款下的义务，

unless the Receiving Party is permitted under any other SAP PartnerEdge Model that has not been terminated, rescinded or ended in any other way to use the Confidential Information.

但接收方在任何其他尚未终止、解除或结束的 SAP PartnerEdge 模式下被允许使用保密信息的除外。

4. Termination does not relieve Partner from its obligation to pay any fees that remain unpaid.

终止不应免除合作伙伴支付尚未付清的费用的义务。

Article 12 Changes to Terms

条款变更

1. Notwithstanding anything in this Agreement, 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 a member of the SAP Group to the Partner. With regard to any order for a SAP Product, the Price List that was effective on that point in time when Partner places a completely and correctly filled-out order for the relevant SAP Product with SAP is decisive. 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.

无论本协议有何种规定，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，则以下列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 集团成员向合作伙伴提供之时。对于针对 SAP 产品的任何订单，价目表的生效日期由合作伙伴针对相关 SAP 产品下达完整且正确填写的订单的时间所决定。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。

2. 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 any part of this 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（尤其是使用更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 项目指南、PartnerEdge 品牌指南以及应 SAP 实践的合理要求而根据本协议的任何部分或与之相关的内容订立的任何其他指南或协议。

3. SAP will give Partner at least:

SAP 将给予合作伙伴：

a) if Partner is located in EMEA or APAC, three months; and

若合作伙伴位于欧洲、中东和非洲地区或亚太及中国地区，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，则不少于六十（60）天，

prior notice in writing or in any other documented form of changes to any or all parts of this Agreement as set out in this Article 12 (Changes to Terms) no. 2. Unless otherwise stated in the notice, the notice will become effective:

的提前书面通知，或以任何其他规定的形式就对本协议的任何或所有部分的变更（如 Article 12（条款变更）第 2 款所述）告知合作伙伴。除非通知中另有规定，否则通知将于下述时间生效：

c) if Partner is located in EMEA or APAC, after three months; and

若合作伙伴位于欧洲、中东和非洲地区或亚太及中国地区，生效时间为 3 个月后；

d) 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，生效时间为六十（60）天后（以下简称"**变更期限**"）。

If the justified interests of Partner are negatively affected by any of these changes, Partner is entitled to terminate the affected part of this 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上述任何变更而受到不利影响，则合作伙伴有权终止本协议受影响的部分，终止生效时间为适用的变更期限届满之时。合作伙伴未在适用的变更期限内终止的，视为合作伙伴接受变更内容。

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, this Article 12 (Changes to Terms) no. 3 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、促销与计划改进。若合作伙伴认为变更对其不利，必须在收到此类变更通知的五（5）日内以书面形式告知 SAP 其不同意 SAP 的假设，并阐明变更将对其不利的理由。在此情形下，适用 Article 12（条款变更）第 3 款的规定。

5. SAP may elect to discontinue the distribution of any or all components or functionality of any or all of the SAP Products and to cancel any or all orders for the discontinued SAP Product without liability to Partner. However, SAP will return any fee prepaid by Partner for the discontinued SAP

Product, including, without limitation, prepaid license fees for discontinued Software, Maintenance Services, Cloud Services, Subscription Services and/or other Services in each case if applicable less an appropriate amount covering the period of actual use of the discontinued SAP Product by the End User.

SAP 可选择停止分发任何或所有 SAP 产品的任何或所有组件或功能，取消停止分销的 SAP 产品的任何或所有订单，且无需对合作伙伴负责。但是，SAP 将退还合作伙伴就停止分销的 SAP 产品预付的任何费用，包括但不限于对停止分销的软件、维护服务、云服务、订阅服务和/或其他服务的预付许可费（若适用，各费用扣除最终用户实际使用停止分销的 SAP 产品期间应付的费用）。

Article 13 Export Regulations

出口条例

1. SAP Products and parts of SAP Products (e.g. new versions, releases, updates, upgrades, patches, fix or correction of a software product) are subject to Export Laws. Partner agrees that it will not export, re-export or import any SAP Product or parts thereof to countries, regions, persons or entities prohibited by any applicable Export Laws. In that context, Partner is responsible for complying with all applicable Export Laws. Partner shall not use SAP Products nor distribute any SAP Products for use as listed on https://www.sap.com/about/agreements/export-statements.html. Partner will take all necessary actions and precautions to ensure that End User complies with Export Laws, including the addition of a contractual clause of the permitted distributor, reseller, End User and other customer containing similar provisions as this Article 13 no. 1.

SAP 产品及其组成部分（例如，软件产品的新版本、发布、更新、升级、补丁、修订或更正）受出口法律的约束。合作伙伴同意不向任何适用的出口法律禁止的国家、地区、个人或实体出口、再出口或进口任何 SAP 产品或其组成部分。在此情况下，合作伙伴有义务遵守所有适用的出口法律。合作伙伴不得，如 https://www.sap.com/about/agreements/export-statements.html 所规定，来使用或分发使用任何 SAP 产品。合作伙伴应采取所有必要行动和预防措施，确保最终用户遵守出口法律，包括增加许可分销商、经销商、最终用户和其他客户的合同条款，其中包含与第 13 条第 1 款类似的内容。

2. If SAP or any other member of the SAP Group wants to deliver and/or grant access to any SAP Product or parts thereof to Partner or directly to an End User, Partner will support SAP and any other member of the SAP Group in obtaining any required authorization, approval or other consent from the competent authorities by providing any necessary or useful declarations or other necessary or useful information, e.g. End User certificates, as may be requested by SAP or any other member of the SAP Group. Partner acknowledges that the delivery of and/or granting of access to any or all SAP Products or parts thereof may be subject to the prior obtaining of export or import authorizations or both from the competent authorities and that this process may (i) considerably delay or prevent the delivery of and/or granting of access to any or all SAP Products or parts thereof; (ii) impact SAP's ability or the ability of any other member of the SAP Group to provide Maintenance Services, Cloud Services Subscription Services, Services or other services and (iii) lead to SAP or any other member of the SAP Group having to limit, suspend or terminate Partner's and/or End User's access to Maintenance Services, Cloud Services Subscription Services, Services or other services.

若 SAP 或 SAP 集团的任何其他成员希望向合作伙伴或直接向最终用户交付和/或授予任何 SAP 产品或其组成部分的访问权限，合作伙伴应当通过提供 SAP 或 SAP 集团的任何其他成员要求的任何必要的或有用的声明或其他必要的或有用的信息（如最终用户证书），协助 SAP 和 SAP 集团的任何其他成员从主管当局处获得所需的任何授权、审批或其他准许。合作伙伴承认，对任何或所有 SAP 产品或其组成部分访问权限的交付和/或授予可能需要事先从主管当局获得出口和/或进口授权，而该流程可能 (i) 极大地延迟或阻碍对任何或所有 SAP 产品或其组成部分访问权限的交付和/或授予；(ii) 影响 SAP 或 SAP 集团的任何其他成员提供维护服务、云服务订阅服务、服务或其他服务的能力，以及 (iii) 导致 SAP 或 SAP 集团的任何其他成员不得不限制、暂停或终止合作伙伴和/或最终用户对维护服务、云服务订阅服务、服务或其他服务的访问权限。

3. If Partner wants to deliver and/or grant access to any SAP Product or parts thereof directly to an End User, it is Partner's sole responsibility to obtain any required authorization, approval or other consent from the competent authorities to comply with any applicable Export Laws. SAP assumes no responsibility or liability for Partner's failure to obtain any such required authorization, approval or other consent. Partner acknowledges, that in case SAP or any other member of the SAP Group delivers and/or grants access to any SAP Product or parts thereof directly to an End User, this Article 13 (Export Regulations) no. 2 applies especially, without limitation, regarding the provision of Maintenance Services, Cloud Services, Subscription Services, Services or other services. SAP will, upon Partner's reasonable request, provide any required information regarding a SAP Product or parts thereof originally provided by SAP or any other member of the SAP Group to Partner. Partner acknowledges that SAP or any other member of the SAP Group may not be able to deliver and/or grant access to a SAP Product or parts thereof to the Partner in case the export, re-export or import of a SAP Product or parts thereof to End User is prohibited by any applicable Export Laws.

若合作伙伴希望直接向最终用户交付和/或授予任何 SAP 产品或其组成部分的访问权限，则合作伙伴全权负责向主管当局获取任何所需的授权、审批或其他准许，确保遵守任何适用的出口法律。若合作伙伴未获得任何此类所需的授权、审批或其他准许，SAP 不承担任何责任或义务。合作伙伴承认，若 SAP 或 SAP 集团的任何其他成员直接向最终用户交付和/或授予任何 SAP 产品或其组成部分的访问权限，则 Article 13（出口条例）第 2 款适用，尤其适用于但不限于维护服务、云服务、订阅服务、服务或其他服务的提供。应合作伙伴的合理要求，SAP 将向合作伙伴提供最初由 SAP 或 SAP 集团的任何其他成员提供的关于 SAP 产品或其组成部分的任何必要信息。合作伙伴承认，若向最终用户出口、再出口或进口 SAP 产品或其组成部分为适用的出口法律所禁止，则 SAP 或 SAP 集团的任何成员可能无法向合作伙伴交付和/或授予 SAP 产品或其组成部分的访问权限。

4. Neither SAP nor any other member of the SAP Group assumes any responsibility or liability:

SAP 或 SAP 集团的任何其他成员均不对如下事项承担任何义务或责任：

a) for any delay caused in the delivery and/or granting of access to any or all SAP Products of parts thereof due to export or import authorizations or both having to be obtained from the competent authorities;

因需从主管当局获取出口、进口或进出口授权而导致的对任何或所有 SAP 产品或其组成部分的交付和/或授予访问权限的延迟；

b) if any required authorization, approval or other consent for the delivery of and/or granting of access to any or all SAP Products or parts thereof cannot be obtained from the competent authorities;

无法从主管当局处获取交付和/或授予对任何或所有 SAP 产品或其组成部分的访问权限所需的授权、审批或其他准许；

c) if the delivery of and/or granting of access to any or all SAP Products or parts thereof is prevented due to applicable Export Laws; and

交付和/或授予对任何或所有 SAP 产品或其组成部分的访问权限受适用的出口法律的阻碍；和

d) if access to Maintenance Services, Cloud Services Subscription Services, Services or other services has to be limited, suspended or terminated due to applicable Export Laws.

因适用出口法律的规定而不得不限制、暂停或终止对维护服务、云服务订阅服务、服务或其他服务的访问。

5. SAP may terminate any or all part of this Agreement with one month's prior written notice – unless a shorter period is required by Export Laws - if SAP or any relevant member of the SAP Group may not deliver or grant access to the SAP Products to Partner due to an embargo, trade sanction or other comparable restrictive measure, which is expected to be in place for six months or longer.

若 SAP 或 SAP 集团的任何相关成员因可能持续六（6）个月或更长时间的禁运、贸易制裁或其他类似的限制性措施而无法向合作伙伴交付或授予对 SAP 产品的访问权限，则 SAP 可经提前一（1）个月（或出口法律要求的更短期限）发出书面通知终止本协议的任何或所有部分。

Article 14 Data Protection

数据保护

1. Both Parties use information technology to store and process data concerning their business relationships. They must observe any applicable data protection laws.

双方运用信息技术存储和处理涉及双方之间业务关系的数据。双方须遵守相关的数据保护法。

2. Both Parties are responsible for permitting the personal data to be processed and for protecting the rights of the data owner.

双方负责获取个人数据的处理授权和保护数据所有人的权利。

3. Partner must ensure that each End User consents to the processing of its personal data by SAP for the purposes of fulfilling SAP´s obligations under this Agreement. Partner will indemnify SAP from any loss incurred by SAP out of any End User's claim if Partner fails to obtain such consent from an End User.

合作伙伴应当确保所有最终用户均同意由 SAP 为履行 SAP 于本协议项下的义务而处理其个人数据。因合作伙伴未获得任何最终用户的同意而导致最终用户提出索赔主张并致使 SAP 发生损失的，合作伙伴应当就任何此类损失向 SAP 作出赔偿并使 SAP 免受此类损失的侵害。

Article 15 Compliance Obligations

合规义务

1. Partner shall conduct operations in compliance with applicable laws, rules and regulations in exercising rights and obligations under any part of 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 shall comply with SAP's Partner Code of Conduct, or Partner may comply with its own code of conduct if comparable standards are established. The Partner is not listed by any government agency as debarred, suspended, proposed for suspension or debarment or otherwise determined to be ineligible for government procurement programs.

合作伙伴在行使本协议任何部分下的权利和履行本协议任何部分下的义务时应当遵守适用的法律、法规和规定。法律包括但不限于《美国反海外腐败法》、《英国反贿赂法》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。

2. In exercising rights and obligations under any part of this Agreement, Partner and anyone acting on Partner's behalf shall not make, offer, promise or authorize payment of anything of value directly or indirectly to any of the following Prohibited Parties for the purpose of unlawfully influencing their acts or decisions:

在依据本协议之任何部分行使权利和履行义务时，合作伙伴及代表其行事的任何人不得出于以不合法的手段影响下列任何被禁止方的行为或决策之目的，直接或间接给付、提供、承诺给付或委托给付任何有价物品：

a) Employees, consultants, or representatives of the customer or prospect,

客户或潜在客户的员工、顾问或代表，

b) Government officials or employees,

政府官员或雇员，

c) Political party officials or candidates,

政党官员或候选人，

d) Officers or employees of any public international organization,

任何国际公共组织的官员或雇员，

e) Immediate family member of such persons (or any other person) for the benefit of such persons.

为此类人员的利益，此类人员的直系亲属（或任何其他人）。

Business entertainment conducted for the fulfillment of any part 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.

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

3. 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 Article 15 (Compliance Obligations) in writing. Where an End User is a Government Entity, Partner shall not utilize, employ or compensate any Partner Group Company, third-party subcontractor, consultant, agent, or other intermediary in connection with the rights or obligations under this Agreement, specifically for the purposes of securing business on behalf of SAP, without prior written consent by SAP´s Office of Ethics and Compliance. SAP reserves the right to reject any proposed third party. Partner must disclose to SAP and obtain prior written consent SAP´s Office of Ethics and Compliance before engaging and paying any third party a commission, finder's fee, referral fee, success fee, or any similar payment for activities for purposes of securing business on behalf of SAP under any part of this Agreement, except pursuant to Partner's standard partner programs.

除非协议或 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书面同意与第 15 条（合规义务）实质上相似的条款。如最终用户是政府实体，未经 SAP Office of Ethics & Compliance 事先书面同意，合作伙伴不得利用、雇用或补偿任何合作伙伴集团公司、第三方分包商、顾问、代理或其他与本协议项下权利或义务有关的中间商，特别是出于为 SAP 获取业务之目的。SAP 保留拒绝任何被提议的第三方的权利。除依据合作伙伴的标准合作伙伴计划外，在依据本协议之任何部分，出于为 SAP 获取业务之目的而聘用任何第三方并向其支付佣金、中介费、介绍费、成交费或任何类似费用之前，合作伙伴必须向 SAP 披露并事先征得 SAP Office of Ethics & Compliance 的书面同意。

4. Partner represents that it shall promptly notify SAP in writing if it ever receives a request to take any action which would violate its obligations under this Article 15 (Compliance Obligations), or if there is any change to the information described herein.

合作伙伴声明，如合作伙伴收到要求其采取任何违反第 15 条（合规义务）规定的义务的行动的请求，或本协议所述信息发生任何变化，应立即书面通知 SAP。

Article 16 Transferability and Subcontracting

可转让性与分包

1. Neither Party may without the other Party's prior written consent assign, novate, delegate, pledge, subcontract or otherwise transfer any part of this Agreement or any of its rights or obligations under any part of this Agreement to any third party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation, unless expressly permitted under a SAP PartnerEdge Schedule or where SAP has given its prior written consent..

未经另一方事先书面同意，任何一方均不得将本协议的任何部分或其在本协议任何部分下的任何权利或义务转让、替代、委托、抵押、分包或以其他形式转让给任何第三方，无论是自愿的还是通过法律实施，包括通过资产出售、合并或并购的方式进行的转让，除非 SAP PartnerEdge 协议明确许可或征得 SAP 的事先书面同意。

2. Partner is solely responsible for making accurate and complete representations in seeking SAP's consent for any transferal or subcontracting under this Article 16. 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 End User, unless expressly permitted under the relevant SAP PartnerEdge Schedule.

在就第 16 条规定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。除非相关的 SAP PartnerEdge 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 处为指定最终用户采购的产品和服务。

3. Notwithstanding this Article 16 (Transferability and Subcontracting) no. 1:

尽管存在 Article 16（可转让性与分包）第 1 款的规定：

a) SAP is free to assign, novate, pledge or otherwise transfer any part of this Agreement (in whole or in part) to any member of the SAP Group and in case of a Change of Control to the new persons or entities having Control over SAP. SAP will notify Partner of such transfer or intention to transfer without undue delay. Upon such transfer being effective, SAP will no longer be party to the transferred part of the Agreement, but only the SAP entity acting as transferee.

SAP 可不受约束地向 SAP 集团的任何成员以及在控制权变更情形下向拥有 SAP 控制权的个人或实体让与、替代、抵押或以其他形式转让本协议之任何部分（全部或部分）。SAP 应及时就此类转让或转让意图通知合作伙伴。在此类转让生效后，SAP 将不再是本协议转让部分的缔约方，仅作为受让人的 SAP 实体成为缔约方。

b) SAP may delegate, subcontract or otherwise transfer any of its rights or obligations under any part of this Agreement (in whole or in part) to any member of the SAP Group without notifying the Partner of such transfer. SAP and any member of the SAP Group may use third parties as sub-contractors for fulfilling any of their rights or obligations under any part of this Agreement. SAP will continue to be liable for such obligations.

SAP 可将其在本协议任何部分项下的任何权利或义务（全部或部分）委托、分包或以其他形式转让给 SAP 集团的任何成员，而无需就此转让通知合作伙伴。SAP 和 SAP 集团的任何成员可使用第三方分包商履行其在本协议任何部分下的任何权利或义务。而 SAP 将继续为此类义务承担责任。

Article 17 Miscellaneous

其他条款

1. Retention of data. With regard to business transactions covered by any part of this Agreement, Partner must retain any records for a period of ten years starting on 1st of January of the year following the year during which the data were transmitted or otherwise transferred, or for the minimum period prescribed by applicable law, whichever is longer. Partner shall maintain accurate and transparent books, records and accounts 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. In addition, Partner must maintain during the term of any part of this Agreement and for three years thereafter, current, complete and accurate reports on the number and location of all copies of the SAP Products it has distributed as well as on all of SAP's Confidential Information in its possession or in the possession of its Representatives.

数据保留。对于本协议任何部分所涵盖之商业交易，合作伙伴必须将所有记录保留十年时间（从传输或以其他方式转移数据后下一年的 1 月 1 日算起）或适用法律规定的最短期限，以较长者为准。合作伙伴应保留准确透明的账目、记录和账户，需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。此外，在本协议任何部分的有效期限内以及有效期届满三年内，合作伙伴还必须针对其所分销的 SAP 产品的所有副本的数量和位置以及其或其代表所掌握的所有 SAP 保密信息，保留完整且准确的最新报告。

2. Force Majeure. Neither Party shall be held responsible (other than for the payment of amounts due) if the fulfilment of any terms or provisions of this Agreement are delayed or prevented by revolutions or other disorders, wars, acts of enemies, strikes, fires, floods ,acts of God or, without limiting the foregoing, by any other cause not within the control of the Party whose performance is interfered with, and with exercise of reasonable diligence, the Party is unable to prevent, whether of the class of causes herein enumerated or not. In the event conditions beyond the performing Party's reasonable control continue for a period of more than thirty consecutive days, the other Party may terminate any Order Form concerning any affected SAP Product upon written noticeto the performing Party (in which case Partner will receive a refund of prepaid unused fees starting from the beginning of the period of unavailability of any SAP Product due to such conditions).

不可抗力。除支付到期款项外，任何一方均不应对因革命或其他骚乱、战争、敌对行为、罢工、火灾、洪水、天灾，或在不限制前述内容的情况下，因任何其他不在受影响方控制范围内且该方在合理努力下无法防止的原因（无论是否属于本条所列原因类别）而导致本协议任何条款或规定的履行被延迟或阻碍承担责任。如果超出履约方合理控制范围的情况持续超过三十个连续日，另一方可通过书面通知履约方终止与受影响 SAP 产品相关的任何订单表（在此情况下，合作伙伴将自因该等情况导致任何 SAP 产品不可用之日起，获得预付未使用费用的退款）。

3. Remedies and Waiver.

救济与弃权。

a) No waiver will be valid against any Party hereto, unless made in writing and signed by the Party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

对本协议任何一方作出的弃权表示仅在以书面形式作出并由该弃权所针对的一方签署后方为有效，并且仅以该书面弃权的明确规定为限。

b) The waiver by either Party of a breach of, non-compliance with or default in any of the provisions of this Agreement by the other Party may not be construed as a waiver of any succeeding breach, non-compliance or default of the same or other provisions; nor will any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege that is has or may have hereunder be operated as a waiver thereof; nor will any single or partial exercise of any right, power or privilege prevent any further or other exercise thereof or the exercise of any other right, power or privilege.

任何一方放弃追究另一方违反、不遵守或不履行本协议任何条款的行为，不得被解释为放弃追究其后任何违反、不遵守或不履行本协议任何条款或其他条款的行为；任何一方在行使或利用其在本协议项下拥有或可能拥有的任何权利、权力或特权方面的任何延迟或遗漏，也不应视为放弃该等权利、权力或特权；对任何权利、权力或特权的任何单一或部分行使也不妨碍对其或任何其他权利、权力或特权的进一步或其他行使。

c) Where this Agreement expressly states that particular acts or omissions of SAP or Partner pursuant to a particular term or condition of this Agreement are a “material breach,” that designation is for purposes of specificity and clarity. Such designation is not a waiver by SAP or Partner to claim that other acts or omissions under other terms or conditions of this Agreement are material breaches.

若本协议明确声明，SAP 或合作伙伴依据本协议特定条款或条件的的特定作为或不作为构成“实质违约”的，该指定仅为明确和清晰起见。该等指定并不表示 SAP 或合作伙伴放弃主张本协议其他条款或条件下的其他作为或不作为构成实质违约。

4. Partial Invalidity. If any provision of this Agreement is or becomes wholly or in part illegal, invalid or unenforceable, the illegality, invalidity or unenforceability of such provision will not affect the other provisions of this Agreement, which will remain in full force and effect. The illegal, invalid or unenforceable provision will be replaced by a valid and enforceable provision which approximates as closely as possible the intent of the invalid or unenforceable provision. This will also apply in cases of contractual gaps.

部分无效性。本协议的任何条款全部或部分变得不合法、无效或不能执行，此类条款的不合法、无效和不能执行不会影响本协议下其他条款的效力，其他条款仍应完全有效。不合法、无效或不能执行的条款将由一个尽可能接近无效或不可执行条款意图的的有效且可执行的条款所取代。这同样适用于存在合同漏洞的情形。

5. Entire Agreement. This Agreement constitutes the complete and exclusive understanding of the Parties with respect to the subject matter hereof, and supersede all prior sales proposals, negotiations, agreements and other representations, discussions or communications, whether oral or written, including but not limited to, any letters of understanding the Parties may have executed in contemplation of this Agreement. Each Party acknowledges that it is entering into the Agreement as a result of its own independent investigation and not as a result of any representation of the other Party not contained herein.

完整协议。本协议构成协议双方之间就协议所议主旨的完整且唯一的声明，并取代双方之前为执行本协议口头或书面达成的所有销售方案、谈判、协议及其它陈述、讨论或沟通，包括但不限于任何谅解函。各方承认其依靠自身独立调查的结果而非未包含在本协议内的另一方的任何陈述而达成本协议。

6. Costs and Expenses. Each Party will bear its own costs, charges, fees and expenses (including fees for legal or other advisers).

成本和支出。各方将自行承担成本、收费、费用和支出（包括法律费用或其他顾问费用）。

7. Counterparts. The Master Partner Agreement, any SAP PartnerEdge Schedule and any other part of this Agreement may be signed in one or more counterparts, each of which will be considered an original but all of which together form one and the same instrument and will be treated as if the signatures on the counterparts were on a single copy. The Master Partner Agreement, any SAP PartnerEdge Schedule and any other part of this Agreement may be validly executed by means of transmission of signed facsimile, pdf or any other documented form for which a process has been provided by SAP. Signatures sent by fax, pdf, email or other electronic means for which a process has been provided by SAP will be deemed original signatures.

协议副本。主合作伙伴协议、任何 SAP PartnerEdge 协议和本协议的任何其他部分均可签署一份或多份副本，每份皆视为原件，但是所有副本一并构成唯一的同一份法律文件，并且所有副本上的签名都将被视为在一份副本上。主合作伙伴协议、任何 SAP PartnerEdge 协议和本协议的任何其他部分可通过传输经签署的传真件、pdf 或 SAP 提供流程的任何其他文档形式进行有效签署。通过传真、pdf、电子邮件或 SAP 提供流程的其他电子形式提供的签名应视为原件签名。

8. Effective Date. If a Party signs a part of this Agreement but fails to date its signature, the date that the other Party receives the signing Party’s signature will be deemed to be the date on that the signing Party signed that part of the Agreement.

生效日期。若一方在签署本协议的一部分时未填写签署日期，则另一方收到已签署方签署文件之日将被视为其签署该部分协议的签署日。

9. Amendments. Any modification, amendment or supplement to this Agreement [including this Article 17 (Miscellaneous) no. 9] must be made in writing or in any other documented form for which a process has been provided by SAP.

修订。对本协议的任何修改、修订或补充[包括此处 Article 17（其他条款）第 9 款）] 必须以书面形式或 SAP 提供流程的任何其他文档形式作出。

10. Priority of Agreements. 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 PartnerEdge GTCs; (f) the PartnerEdge Program Guide; and (g) the PartnerEdge Branding Guide;

协议的优先顺序。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 GTC；(f) PartnerEdge 项目指南；以及 (g) PartnerEdge 品牌指南；

11. Partner Terms. Any purchase order, shrink- or click-wrap or other document issued by Partner is for administrative convenience only. In the event of any conflict between the provisions of this Agreement and any pre-printed terms contained in any purchase order, shrink- or click-wrap or other document issued by the Partner, the provisions of this Agreement prevail and govern and any new additional, conflicting or inconsistent terms and conditions in the purchase order, shrink- or click-wrap or other document will be inapplicable.

合作伙伴条款。合作伙伴发出的任何采购订单、拆封许可合同或点击成交合同或其他文件仅为便于管理之目的。本协议的规定与合作伙伴在发布的任何采购订单、拆封许可合同或点击成交合同或其他文件中印就的条款产生任何冲突时，将以本协议的规定为准，采购订单、拆封许可合同或点击成交合同或其他文件中的任何其他冲突条款或不一致的条款和条件不予适用。

12. Survival. Part 1 – Article 2 (Confidentiality), Part 1 – Article 9 (Audit), Part 1 – Article 11 (Effects of Termination), Part 1 – Article 17 no. 1 (Retention of data), Part 1 – Article 17 no. 4 (Partial Invalidity), Part 1 – Article 17 no. 10 (Waiver of Jury Trial), Part 2 – Article 1 (Limitation of Liability), Part 2 –

Article 2 (Third Party Claims), Part 2 – Article 3 (Performance Warranty), Part 2 – Article 4 (Reservation of title, rights and interest), Part 2 – Article 12 (Governing Law and Jurisdiction) of will survive any termination of any part of this Agreement.

存续。本协议之任何部分以任何形式终止后，第一部分的 Article 2（保密）、Article 9（审计）、Article 11（终止的效力）、Article 17 第 1 款（数据保留）、Article 17 第 4 款（部分无效）、Article 17 第 10 款（放弃陪审团审判）、第二部分的 Article 1（责任限制）、Article 2（第三方索赔）、Article 3（性能保证）、Article 4（所有权、权利和利益的保留）、Article 12（管辖法律和司法管辖区）将继续有效。

PART 2 – Country specific Terms and Conditions

第二部分：国家/地区特定的条款和条件

Article 1 Limitation of Liability

责任限制

1. Not Responsible. SAP and its licensors will not be responsible under any part of this Agreement (i) if a SAP Product is not used in accordance with the Documentation, (ii) if damages are caused by a SAP Product that is provided for no fee, or (iii) if the defect or liability is caused by Partner and/or End User, a Modification or Add-on (other than a Modification or Add-on made by a member of the SAP Group which is provided through Maintenance Services or under warranty) or third-party software. SAP AND ITS LICENSORS WILL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM INHERENTLY DANGEROUS USE OF ANY OF THE SAP PRODUCTS DISTRIBUTED, POSITIONED OR PROVIDED UNDER OR IN CONNECTION WITH ANY PART OF THIS AGREEMENT.

无责任。存在以下情况的，SAP 及其许可方在本协议项下不承担责任：(i) 未按文档说明使用 SAP 产品；(ii) 损害是由免费提供的 SAP 产品造成的；或 (iii) 缺陷或责任是由合作伙伴和/或最终用户、修改或扩展组件（SAP 集团的成员通过维护服务或基于保证提供的修改或扩展组件除外）或第三方软件造成的。SAP 和其许可方对根据本协议任何部分或与之相关的分销、安装或提供的任何 SAP 产品的固有的危险使用而导致的任何索赔或损害不承担责任。

2. No Cap on Liability. NEITHER PARTY'S LIABILITY IS CAPPED FOR:

无责任限额。任何一方对以下损害的责任均无限额：

a) DAMAGES RESULTING FROM (i) FRAUD OR WILLFUL MISCONDUCT; AND (ii) DEATH OR PERSONAL INJURY ARISING FROM EITHER PARTY'S GROSS NEGLIGENCE OR ARISING FROM EITHER PARTY'S WILLFUL MISCONDUCT; OR
(i) 欺诈或故意的不当行为所导致损害；以及 (ii) 因任何一方的重大过失或故意不当行为导致的人身伤亡；或

b) SAP'S RIGHT TO COLLECT FEES OWED UNDER OR IN CONNECTION WITH ANY PART OF THIS AGREEMENT.

SAP 有权收取本协议项下任何部分或与之相关的费用的权利。

3. Liability Cap. EXCEPT AS SET FORTH IN ARTICLE 1 NO. 2, THE LIABILITY OF EITHER PARTY (OR ITS RESPECTIVE AFFILIATES OR SAP'S SUBCONTRACTORS) TO THE OTHER OR TO ANY OTHER PERSON OR ENTITY SHALL BE CAPPED AS FOLLOWS:

责任限额。除第 1 条第 2 款规定的情况外，任何一方（或其相关关联企业或 SAP 的分包商）对另一方或任何其他个人或实体承担的责任限额如下：

a) THE MAXIMUM AGGREGATE LIABILITY IN CASE OF THE DISTRIBUTION OF SOFTWARE, FOR ALL EVENTS (OR SERIES OF CONNECTED EVENTS) WILL NOT EXCEED THE LICENSE FEES PAID UNDER THE RELEVANT SAP PARTNEREDGE MODEL BY PARTNER TO SAP FOR THE SOFTWARE ASSOCIATED WITH THE DAMAGES;
就软件的分销而言， 对于所有事件（或一系列相关事件），其最大责任总额不得超过合作伙伴在相关的 SAP PartnerEdge 模式下就与损害相关的软件向 SAP 支付的许可费；

b) THE MAXIMUM AGGREGATE LIABILITY IN CASE OF THE DISTRIBUTION OF CLOUD SERVICES, MAINTENANCE SERVICES, SUBSCRIPTION SERVICES OR OTHER SERVICES, FOR ALL EVENTS (OR SERIES OF CONNECTED EVENTS) ARISING IN ANY TWELVE MONTH PERIOD WILL NOT EXCEED THE FEES PAID UNDER THE RELEVANT SAP PARTNEREDGE MODEL BY PARTNER TO SAP IN THE IMMEDIATELY PRECEDING TWELVE MONTH PERIOD FOR THE CLOUD SERVICES, MAINTENANCE SERVICES, SUBSCRIPTION SERVICES OR OTHER SERVICES ASSOCIATED WITH THE DAMAGES; PROVIDED THAT FOR CLAIMS ARISING DURING THE FIRST TWELVE MONTH PERIOD, THE MAXIMUM AGGREGATE LIABILITY WILL NOT EXCEED THE RELEVANT FEES PAID FROM THE EFFECTIVE DATE OF THE AGREEMENT FOR THE RELEVANT PARTNEREDGE MODEL UP TO THE DATE THE CLAIM ARISES;
就云服务的分销、维护服务、订阅服务或其他服务而言，对于任何十二个月期间内发生的所有事件（或一系列相关事件），其最大责任总额不得超过在相关的 SAP PartnerEdge 模式下，合作伙伴在该十二个月期间内就与损害相关的云服务、维护服务、订阅服务或其他服务向 SAP 支付的费用；但对于在第一个十二个月期间内发生的索赔，其最大责任总额不得超过自相关 PartnerEdge 模式的协议生效日起截至索赔发生日的所支付的相关费用；

c) THE MAXIMUM AGGREGATE LIABILITY WITH REGARD TO THE SERVICE MODEL FOR ALL EVENTS (OR SERIES OF CONNECTED EVENTS) WILL NOT EXCEED US$ 500.000; AND
就服务模式而言，对于所有事件（或一系列相关事件），其最大责任总额不得超过 500,000 美元；以及

d) THE MAXIMUM AGGREGATE LIABILITY WITH REGARD TO ANY CLOUD CHOICE MODEL (OR ANY SUCCESSOR COMMISSION-BASED MODEL) FOR ALL EVENTS (OR SERIES OF CONNECTED EVENTS) ARISING IN ANY TWELVE MONTH PERIOD WILL NOT EXCEED THE FEES PAID BY SAP TO PARTNER IN THE IMMEDIATELY PRECEDING TWELVE MONTH PERIOD FOR PARTNER'S SERVICES ASSOCIATED WITH THE DAMAGES (WHERE PARTNER "SERVICES" ARE AS DEFINED IN THE CLOUD CHOICE STCs OR ANY SUCCESSOR TERMS AND CONDITIONS); PROVIDED THAT FOR CLAIMS ARISING DURING THE FIRST TWELVE MONTH PERIOD, THE MAXIMUM AGGREGATE LIABILITY WILL NOT EXCEED THE FEES PAID OR PAYABLE BY SAP FOR SUCH PARTNER SERVICES FROM THE EFFECTIVE DATE OF THE AGREEMENT FOR THE RELEVANT PARTNEREDGE MODEL UP TO THE DATE THE CLAIM ARISES.
就任何云选择模式（或任何后续基于佣金的模式）而言，在任何十二个月期间内因所有事件（或一系列相关事件）而产生的最大责任总额不得超过 SAP 在该十二个月期间内，就与损害相关的合作伙伴服务（其中"服务"在云选择标准条款或任何后续的条款和条件中定义）向合作伙伴支付的费用；但前提是，对于在第一个十二个月期间内产生的索赔，其最大责任总额不得超过 SAP 从相关 PartnerEdge 模式的协议生效日起截至索赔发生日针对此类合作伙伴服务所支付或应支付的费用。

FOR PURPOSES OF THIS ARTICLE 1, NO. 3, ANY "TWELVE MONTH PERIOD" COMMENCES ON THE EFFECTIVE DATE OF THE AGREEMENT FOR THE RELEVANT PARTNEREDGE MODEL OR ANY OF ITS YEARLY ANNIVERSARIES.

就第 1 条第 3 款而言，任何"十二个月期间"自相关 PartnerEdge 模式的协议生效日期或其任一年度周年日开始。

4. Exclusion of Damages. SUBJECT TO NO. 5 BELOW OF THIS ARTICLE 1, IN NO CASE WILL EITHER PARTY BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, ATTORNEYS' FEES, COURT COSTS, INTEREST OR EXEMPLARY OR PUNITIVE DAMAGES.
损害排除。 根据下文第 1 条第 5 款规定，对特殊的、偶发的、衍生的或间接的损害、商誉或利润损失、停工、数据丢失、计算机故障、律师费、诉讼费、利息或惩罚性赔偿，任何一方在任何情况下均不对另一方承担任何金额的责任。

5. Unlimited Liability. THE ABOVE MENTIONED LIMITATIONS OF LIABILITY (NO. 3 LIABILITY CAP AND NO. 4 EXCLUSION OF DAMAGES) WILL NOT APPLY REGARDING PARTNER'S LIABILITY TOWARDS SAP OR ITS LICENSORS IF PARTNER IS FOUND TO HAVE (i) MADE UNAUTHORIZED COPIES OF A SAP PRODUCT, (ii) MISAPPROPRIATED A SAP PRODUCT, OR (iii) DISTRIBUTED, POSITIONED OR PROVIDED A SAP PRODUCT TO A THIRD PARTY IN VIOLATION OF ANY PART OF THIS AGREEMENT.

无限责任。上述责任限制（第 3 款“责任限额”和第 4 款“损害排除”）不适用于合作伙伴对 SAP 或其许可方在以下情形下应付的责任：合作伙伴（i）制作未经授权的 SAP 产品副本；（ii）盗用 SAP 产品；或（iii）违反本协议任何部分的规定向第三方分销、安装或提供 SAP 产品。

6. Allocation of Risk. The provisions of this Agreement allocate the risks between SAP and Partner. The fees paid by Partner reflect this allocation of risk and the limitations of liability herein. It is expressly understood and agreed that each and every provision of this Agreement which provides for a limitation of liability, disclaimer of warranties or exclusion of damages, is intended by the Parties to be severable and independent of any other provision and to be enforced as such.

风险分配。本协议的规定在 SAP 与合作伙伴之间进行了风险分配。合作伙伴支付的费用反映了前述风险分配和本协议项下的责任限制。协议双方均明确理解并一致同意，本协议中有关责任限制、保证免责声明或赔偿排除的各项条款，按照双方的意图，均为可分割的且独立于其他条款的，并应独立执行。

7. Exclusions and Limitations for Third Party Software. SUBJECT TO THE EXCLUSION OF DAMAGES STATED IN Article 1 (LIMITATION OF LIABILITY) NO. 4 AND WITH RESPECT TO THIRD PARTY SOFTWARE, THE MAXIMUM AGGREGATE LIABILITY OF SAP OR ITS LICENSORS' FOR ALL EVENTS (OR SERIES OF CONNECTED EVENTS) SHALL NOT EXCEED THE LICENSE FEES PAID UNDER THE RELEVANT SAP PARTNEREDGE MODEL BY PARTNER TO SAP FOR THE THIRD PARTY SOFTWARE DIRECTLY CAUSING THE DAMAGES..

第三方软件的免责和限制。 根据 Article 1（责任限制）第 4 款中所述的损害排除，就第三方软件而言，对于所有事件（或一系列相关事件），SAP 及其许可方所承担的最大责任总额均不超过合作伙伴在相关 SAP PARTNEREDGE 模式下就直接引起损害的第三方软件向 SAP 支付的许可费。

8. Extension to group members. Any limitations to the liability and obligations of SAP according to this Article 1 (Limitation of Liability) will also apply for the benefit of any member of the SAP Group and their respective licensors.

向集团成员扩展。Article 1（责任限制）中对 SAP 的责任和义务的任何限制，同样适用于 SAP 集团的任何成员和其各自的许可方。

Article 2 Third Party Claims.

第三方索赔

1. Infringement and Defense of Partner

针对合作伙伴的侵权索赔和为其提供的抗辩

a) SAP will, at its sole discretion, either defend Partner against or settle any claim brought against Partner in the Territory if such claim (i) is brought by any owner of the Intellectual Property Right specified below giving rise to the claim and (ii) alleges that the distribution of the Software, Cloud Services or both by the Partner, in accordance with the terms and conditions of any part of this Agreement, constitutes a direct infringement or misappropriation of such owner's patent claim(s), copyright, trademark or trade secret right. SAP will pay damages finally awarded against Partner (or the amount of any settlement SAP enters into) with respect to such claims.

对于在地域内针对合作伙伴提出的任何索赔，SAP 将自行决定为合作伙伴提供抗辩或和解，前提是该索赔：(i) 由下列引起索赔的知识产权的所有者提出，并且 (ii) 声称合作伙伴根据本协议之任何部分的条款和条件分销软件和/或云服务构成对该所有者的专利申请、版权、商标或商业秘密权的直接侵犯或盗用。SAP 将会承担就该索赔最终判定给合作伙伴的损害赔偿（或 SAP 达成的任何和解金额）。

b) This obligation of SAP does not apply if the alleged infringement or misappropriation results from:

若声称的侵权或盗用因下述原因引起，则 SAP 的前述义务不予适用：

i. Use or distribution of the Software or Cloud Services in conjunction with any software or service other than the SAP Products;

将软件或云服务与 SAP 产品以外的任何软件或服务一起使用或分销；

ii. Use or distribution of the Software in conjunction with an apparatus other than a Designated Unit (defined as information technology devices (e.g. hard disks or central processing units) identified by Partner pursuant to any part of this Agreement or in the order for the Software placed for a specific End User that has been previously approved by SAP or otherwise officially made known to the public as appropriate for Use or interoperation with the Software);

将软件与指定装置（是指合作伙伴根据本协议之任何部分在为特定最终用户订购软件的订单中指定且已经 SAP 事先核准或正式公告为适合与软件配合使用或交互操作的信息技术设备，如硬盘或中央处理器）以外的其他装置一起使用或分销；

iii. failure to promptly use an update provided by a member of the SAP Group if such infringement or misappropriation could have been avoided by use of the update; and/or

因未及时使用 SAP 集团成员提供的更新而导致的本应可以通过使用更新避免的侵权或盗用；和/或

iv. unlicensed activities by Partner, End User and/or a third party, including alterations of the Software, Cloud Services or both (other than alterations of the Software, Cloud Services or both made by a member of the SAP Group).

合作伙伴、最终用户和/或第三方的未经许可的活动，包括修改软件和/或云服务（SAP 集团成员对软件和/或云服务的修改除外）。

c) This obligation of SAP will also not apply if Partner fails to timely notify SAP in writing of any such claim; however Partner's failure to provide or delay in providing such notice shall not relieve SAP of its obligations under this Article 2 (Third Party Claims) except to the extent SAP is prejudiced by Partner's failure to provide or delay in providing such notice.

若合作伙伴未能及时以书面形式通知 SAP 任何此类索赔，SAP 的前述义务也将不予适用；但是，合作伙伴未能提供或延误提供此类通知不得免除 SAP 在此处 Article 2（第三方索赔）下的义务，因合作伙伴未能提供或延误提供此类通知而对 SAP 造成损害的除外。

d) SAP is permitted to control fully the defense and any settlement of any such claim as long as such settlement does not include a financial obligation on or admission of liability by the Partner. In the event Partner declines SAP's proffered defense or otherwise fails to give full control of the defense to SAP's designated counsel, then Partner waives SAP's obligations under this Article 2 (Third Party Claims) no. 1. Partner must reasonably cooperate in the defense of such claim and provide SAP with all relevant information and reasonable support. Partner may appear in any proceedings concerning such claim or legal dispute, at its own expense, through counsel reasonably acceptable to SAP. SAP expressly reserves the right to cease such defense of any claim(s) in the event the relevant Software, Cloud Services or both is no longer alleged to infringe or misappropriate, or is held not to infringe or misappropriate, the third party's rights. SAP may settle or mitigate damages from any claim or potential claim by (i) procuring for the Partner the right to continue distributing the Software, Cloud Services or both; or (ii) substituting alternative substantially equivalent non-infringing programs, services and supporting documentation for the Software, Cloud Services or both. Partner must

not undertake any action in response to any infringement or misappropriation, or alleged infringement or misappropriation of the Software, Cloud Services or both that is prejudicial to SAP's rights.

SAP 可以全权控制对任何前述索赔的抗辩与和解，但前提是和解不包含合作伙伴需要承担或承认债务。合作伙伴拒绝 SAP 提供的抗辩或未给予 SAP 的指定律师以抗辩的全部控制权的，则表示合作伙伴放弃了 SAP 在 Article 2（第三方索赔）第 1 款项下需要承担的义务。合作伙伴必须对此类索赔的抗辩给予合理的配合，并向 SAP 提供所有相关的信息以及合理支持。合作伙伴可在自行承担费用的前提下，通过 SAP 能够合理接受的辩护律师参加关于此类索赔或法律纠纷的任何诉讼程序。相关软件和/或云服务不再存在侵犯或盗用第三方权利嫌疑的或不被认为是侵犯或盗用第三方权利的，SAP 明确保留停止对任何索赔的前述抗辩的权利。SAP 可通过如下方式解决或减轻因任何索赔或潜在索赔导致的损害：(i) 为合作伙伴获得继续分销软件和/或云服务的权利；或 (ii) 以实质等同的非侵权项目、服务和支持文档替换软件和/或云服务。合作伙伴不得就软件和/或云服务的任何侵权或盗用行为或侵权或盗用嫌疑作出任何有损于 SAP 权利的回应。

e) The liability limitations contained in Article 1 (Limitation of Liability) apply to all claims made under this Article 2 (Third Party Claims) no. 1. Any limitations to the liability and obligations of SAP according to this Article 2 (Third Party Claims) no. 1 will also apply for the benefit of any member of the SAP Group and their respective licensors.

Article 1（责任限制）包含的责任限制适用于Article 2（第三方索赔）第1款下所述的所有索赔。Article 2（第三方索赔）第1款针对SAP的责任和义务规定的所有限制同样适用于SAP集团的任何成员和其各自的许可方的利益。

f) THE PROVISIONS OF THIS Article 2 (THIRD PARTY CLAIMS) NO. 1 STATE THE SOLE, EXCLUSIVE AND ENTIRE LIABILITY AND OBLIGATION OF SAP AND ITS LICENSORS TO PARTNER, AND IS PARTNER'S SOLE REMEDY, WITH RESPECT TO THE INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

Article 2（第三方索赔）第 1 款规定了 SAP 及其许可方就侵犯或盗用第三方知识产权对合作伙伴承担的唯一、排他的且全部的责任和义务，以及合作伙伴可获得的唯一救济。

2. Indemnification by Partner. If an action is brought against any member of the SAP Group by a third party (including tax or other authorities) arising from or relating to:

合作伙伴赔偿。若第三方（包括税务机构和其他机构）因如下原因或与之相关的原因对 SAP 集团的任何成员提起诉讼：

a) any taxes and related costs, interest and penalties that are levied against any member of the SAP Group even though they should, according to any part of this Agreement or applicable law, have been born by the Partner in the first place;

根据本协议之任何部分或适用法律对 SAP 集团的任何成员征收的应由合作伙伴先行承担的任何税款及其相关费用、利息及罚金；

b) any member of the Partner Group breaching Part 1 – Article 13 (Export Regulations) or Part 1 – Article 15 (Compliance Obligations) or both;

合作伙伴集团的任何成员违反第一部分 Article 13（出口条例）和/或 Article 15（合规义务）的规定；

c) any agreement between Partner and its distributors, resellers or End Users;

合作伙伴与其分销商、经销商或最终用户之间的任何协议；

d) any claim that a product or service which is provided by any member of the Partner Group other than the SAP Products infringes, misappropriates or violates any Intellectual Property Right of any third party;

因合作伙伴集团的任何成员提供的产品或服务（SAP 产品除外）侵犯、盗用或违反任何第三方的任何知识产权导致的任何索赔；

e) an allegation that the Partner's or End User's use of the SAP Products in violation of any part of this Agreement violates, infringes or misappropriates the rights of a third party; and

声称合作伙伴或最终用户违反本协议任何部分的规定使用 SAP 产品的行为违反、侵犯或盗用第三方的权利；和

f) a third party's assertion that the Partner acted as agent, representative or otherwise on SAP's behalf,

第三方主张合作伙伴是 SAP 的代理、代表或以 SAP 的名义行事，

Partner will defend the affected member of the SAP Group, at Partner's expense, and will pay any settlement amounts Partner authorizes and all damages, costs and fees (including, without limitation, attorneys' fees and costs of litigation) finally awarded against such member of the SAP Group in the action.

合作伙伴应自担费用为受影响的 SAP 集团成员进行抗辩，支付应由合作伙伴支付的任何和解金额，并就诉讼的最终判决给 SAP 集团的此类成员带来的所有损失、成本和费用（包括但不限于律师费和诉讼费）给予补偿。

Article 3 Warranties

保证

1. In case of the Sell On Premise Model, the Service Model and any other SAP PartnerEdge Model under which Software is sold to Partner that is not expressly mentioned in this Article 3 (Warranties), the following warranty applies to the Software sold by SAP to Partner:

对于 Sell [销售]本地部署模式、服务模式以及 Article 3（保证）中未明确提及的向合作伙伴销售软件所遵循的其他任何 SAP PartnerEdge 模式，以下保证适用于 SAP 向合作伙伴销售的软件：

a) SAP warrants that the Software will substantially conform to the specifications contained in the Documentation for six months following Delivery of the Software. The warranty does not apply: (i) if the Software is not used in accordance with the applicable SAP PartnerEdge Model, any other part of the Agreement and/or the Documentation; (ii) if the nonconformance is caused by a Modification or Add-on (other than a Modification or Add-on made by a member of the SAP Group which is provided through Maintenance Services or under warranty), Partner, End User, another third party, Partner software, End User software, third-party software, third party database or any other software not distributed by SAP; or (iii) to any unlicensed activity of Partner and/or End User. SAP does not warrant that the Software will operate uninterrupted or that it will be free from minor defects or errors that do not materially affect such performance or that the applications contained in the Software are designed to meet all of Partner's and/or End User's business requirements.

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范要求。该项保证不适用于以下情形：(i) 未依照适用 SAP PartnerEdge 模式、协议的任何其他部分和/或文档使用软件的；(ii) 不符合要求是由于修改或扩展组件（SAP 集团成员通过维护服务或基于保证提供的修改或扩展组件除外）、合作伙伴、最终用户、其他第三方、合作伙伴软件、最终用户软件、第三方软件、第三方数据库或任何非由 SAP 分销的其他软件造成的；或 (iii) 任何未经许可的合作伙伴和/或最终用户活动。SAP 不保证软件运行具有不间断性，或软件完全没有小的瑕疵或错误，但此类小瑕疵或错误不会对软件性能产生实质性的影响，亦不保证软件中包含的应用程序是为满足合作伙伴和/或最终用户的所有业务需求而设计的。

b) Provided Partner notifies SAP in writing with a specific description of the Software's nonconformance within the warranty period and SAP validates the existence of such nonconformance, SAP will, at its option: (i) repair or replace the nonconforming Software, or (ii) refund the license fees paid

for the applicable nonconforming Software in the two latter cases (replacement and refund) in exchange for a return of such nonconforming Software. This is Partner's sole and exclusive remedy under this warranty. Partner's written notification of any nonconformance must include sufficient detail for SAP to analyse the alleged nonconformance. Partner must provide and ensure that End User also provides commercially reasonable assistance to SAP in analysing and remediating any nonconformance of the Software.

若合作伙伴在保证期内书面通知 SAP 并详细说明软件不符合要求，且经 SAP 证实的确存在不符合要求的情形，则 SAP 将自行选择：(i) 修复或更换不符合要求的软件，或 (ii) 在后两种情形（更换和退款）下，退还就不符合要求的软件支付的许可费用，以换取返还此类不符合要求的软件。这是合作伙伴在本保证条款下的唯一且专属的补救措施。合作伙伴应就任何不符合要求的情况以书面形式详细告知 SAP，以便 SAP 对声称的不符合要求的情况进行分析。合作伙伴必须保证自己和最终用户均提供商业上合理的协助，帮助 SAP 分析和纠正软件的任何不符合要求之处。

2. In case of the Sell Cloud Model and any other SAP PartnerEdge Model under which Cloud Services are sold to Partner that is not expressly mentioned in this Article 3 (Warranties), the following warranty applies to the Cloud Services sold by SAP to Partner:

对于 Sell [销售]云模式和 Article 3（保证）中未明确提及的向合作伙伴销售云服务所遵循的其他任何 SAP PartnerEdge 模式，以下保证适用于 SAP 向合作伙伴销售的云服务：

a) SAP warrants that the Cloud Services will substantially conform to the specifications contained in the Documentation during the subscription term for the Cloud Services. The warranty does not apply: (i) if the Cloud Service is not used in accordance with the applicable SAP PartnerEdge Model, any other part of the Agreement and/or the Documentation; (ii) if the nonconformance is caused by Partner, End User, another third party, Partner products, End User products, third party products, third party database, implementation or configuration performed by any party other than a member of the SAP Group, or any content or service being accessed through a Cloud Service that is identified as third party products, content or services; (iii) if the Cloud Service being used was provided for no fee or is a trial license of the Cloud Service or both. SAP does not warrant that the Cloud Service will operate uninterrupted (consequences for not meeting certain service levels are set out in the relevant SAP PartnerEdge Model) or that it will be free from minor defects or errors that do not materially affect such performance or that the applications contained in the Cloud Service are designed to meet all of Partner's and/or End User's business requirements.

   SAP 保证在云服务订阅期限内，云服务将实质上符合文档中所述的规范要求。下列情况下，前述保证不予适用：(i) 未按照适用 SAP PartnerEdge 模式、协议的任何其他部分和/或文档的规定使用云服务；(ii) 因合作伙伴、最终用户、其他第三方、合作伙伴产品、最终用户产品、第三方产品、第三方数据库、SAP 集团成员以外的任何其他方执行的实施或配置，或通过被认定为第三方产品、内容或服务的云服务访问的任何内容或服务导致的任何不符合要求的情况；(iii) 使用的云服务为免费提供和/或以试用许可提供。SAP 不保证云服务运行具有不间断性（未达到特定服务水平的结果在相关的 SAP PartnerEdge 模式中予以规定），或云服务完全没有小的瑕疵或错误，但此类小瑕疵或错误不会对云服务性能产生实质性的影响，亦不保证云服务中包含的应用程序是为满足合作伙伴和/或最终用户的所有业务需求而设计的。

b) Provided Partner notifies SAP in writing with a specific description of the Cloud Service's nonconformance within the warranty period without undue delay and SAP validates the existence of such nonconformance, SAP will, at its option: (i) correct or replace the nonconforming Cloud Service, or (ii) if SAP fails to correct the nonconformance after using reasonable commercial efforts, terminate the access to the nonconforming Cloud Service. In all cases SAP will consult with Partner to define a reasonable amount (i) by which Partner may reduce the license fees, in case Partner has not already paid them, or, (ii) if Partner has already paid the license fees, which SAP will refund to Partner to reflect the nonconformance. This does not apply to trivial cases of nonconformance. This is Partner's sole and exclusive remedy under this warranty. Partner's written notification of any nonconformance must include sufficient detail for SAP to analyse the alleged nonconformance. Partner must provide and ensure that End User also provides commercially reasonable assistance to SAP in analysing and remediating any nonconformance of the Cloud Service.

   若合作伙伴在保证期间及时书面通知 SAP 云服务不符合要求，并对不符合要求的情形进行了详细描述，且经 SAP 证实的确存在此类不符合要求的情形，则 SAP 将自行选择：(i) 修复或更换不符合要求的云服务，或 (ii) 若 SAP 在做出合理的商业努力后仍未能纠正不符合要求的情形，则终止对不符合要求的云服务的访问权限。在任何情形下，SAP 将在咨询合作伙伴后确定一个合理的金额：(i) 若合作伙伴尚未支付许可费，则确定合作伙伴可以少付的许可费金额；或者 (ii) 若合作伙伴已支付许可费，则确定 SAP 应就不符合要求情形返还给合作伙伴的金额。以上规定不适用于微小的不符合要求情形。这是合作伙伴在本保证条款下的唯一且专属的补救措施。合作伙伴应就任何不符合要求的情况以书面形式详细告知 SAP，以便 SAP 对声称的不符合要求的情况进行分析。合作伙伴必须保证自己和最终用户均提供商业上合理的协助，帮助 SAP 分析和纠正云服务的任何不符合要求之处。

3. In case of the Sell Cloud Model and any other SAP PartnerEdge Model under which Services are sold to Partner that is not expressly mentioned in this Article 3 (Warranties), the following warranty applies to the Services sold by SAP to Partner:

对于 Sell [销售]云模式和 Article 3（保证）中未明确提及的向合作伙伴销售服务所遵循的其他任何 SAP PartnerEdge 模式，以下保证适用于 SAP 向合作伙伴销售的服务：

a) SAP warrants that (i) the Service will materially conform to the specifications contained in the applicable Documentation, Order Form, statement of work, deployment description or other documentation containing the scope and service description for the relevant Service in all cases agreed to by SAP at the point in time the relevant Service is performed by SAP; and (ii) it will perform any Service in a workmanlike and professional manner using resources with the skills reasonably required to perform such Services. SAP does not warrant that the Service is designed to meet all of Partner's and/or End User's business requirements.

   SAP 保证 (i) 在所有情形下，服务均会实质上遵守适用文档、订购单、工作说明书、部署说明或 SAP 在执行相关服务时同意遵守的包含相关服务范围和服务说明的其他文档中所规定的规范要求；以及 (ii) 利用执行此类服务所合理要求的资源和技术以熟练且专业的方式履行所有服务。SAP 不保证服务的设计满足合作伙伴和/或最终用户的所有业务要求。

b) Provided Partner notifies SAP in writing with a specific description of the Service's nonconformance without undue delay and SAP validates the existence of such nonconformance, SAP will, at its option: (i) re-perform the nonconforming Service; (ii) or if SAP fails to correct the nonconformance after using reasonable commercial efforts, consult with Partner to define a reasonable amount (a) by which Partner may reduce the fees for the nonconforming Service, in case Partner has not already paid them, or (b) if Partner has already paid the fees for the nonconforming Service, which SAP will refund to Partner to reflect the nonconformance. This does not apply to non-material cases of nonconformance. This is Partner's sole and exclusive remedy under this warranty. Partner's written notification of any nonconformance must include sufficient detail for SAP to analyse the alleged nonconformance. Partner must provide and ensure that End User also provides commercially reasonable assistance to SAP in analysing and remediating any nonconformance of the Service.

   若合作伙伴在保证期间及时书面通知 SAP 服务不符合要求，并对不符合要求的情形进行了详细描述，且经 SAP 证实的确存在此类不符合要求的情形，则 SAP 将自行选择：(i) 重新履行不符合要求的服务；(ii) 若 SAP 在做出合理的商业努力后仍未能纠正不符合要求的情形，则 SAP 将在咨询合作伙伴后确定一个合理的金额：(a) 若合作伙伴尚未就不符合要求的服务支付许可费，则确定合作伙伴可以少付的许可费金额；或者 (b) 若合作伙伴已就不符合要求的服务支付许可费，则确定 SAP 应返还给合作伙伴的金额。以上规定不适用于非实质性不符合要求的情形。这是合作伙伴在本保证条款下的唯一且专属的补救措施。合作伙伴应就任何不符合要求的情况以书面形式详细告知 SAP，以便 SAP 对声称的不符合要求的情况进行分析。合作伙伴必须保证自己和最终用户均提供商业上合理的协助，帮助 SAP 分析和纠正服务的任何不符合要求之处。

4. SAP may fulfill its warranty obligations directly vis-à-vis Partner's affected End Users. In such case and to the extent that SAP fulfills its warranty

obligations directly vis-à-vis Partner's affected End Users, Partner will not have any claim against SAP out of this Article 3 (Warranties). If SAP refunds any or all parts of the license fees or other fees paid by Partner to SAP or any or all parts of the license fees or other fees paid by End User to Partner for the nonconforming Software, Cloud Service or Service directly to the End User, Partner will have no claim against SAP regarding the refund of such license fees or other fees paid by it to SAP but in the latter case (refund of any or all part of the license fees or other fees paid by End User to Partner) Partner will have to repay to SAP the prorated difference between the license fees or other fees paid by End User to Partner and the license fee paid by Partner to SAP (Partner's margin).

SAP 可向合作伙伴的受影响最终用户直接履行保证责任。若 SAP 向合作伙伴的受影响最终用户直接履行保证责任，则合作伙伴将无权根据 Article 3（保证）向 SAP 提起任何索赔。若 SAP 直接向最终用户返还合作伙伴就不符合要求的软件、云服务或服务向 SAP 支付的或最终用户就此向合作伙伴支付的许可费或其他费用，合作伙伴将无权向 SAP 索赔其向 SAP 支付的许可费或其他费用退款，但是在后一种情形下（最终用户向合作伙伴支付的任何或全部许可费的退款），合作伙伴需向 SAP 支付最终用户向合作伙伴支付的许可费或其他费用与合作伙伴向 SAP 支付的许可费或其他费用之间的差额（合作伙伴利润）。

5. Express Disclaimer. SAP AND ITS LICENSORS DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES WITH RESPECT TO ANY SAP PRODUCT EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

免责声明。SAP 与其许可方不承担关于 SAP 产品的任何其他明示或默示的陈述、担保、条件或保证，包括但不限于任何关于适销性、质量或适合特定用途的默示保证，但法律规定不得免责的默示保证除外。

Article 4 Reservation of title, rights and interest

所有权、权利和利益的保留

1. The SAP Products and SAP's Confidential Information and all title, rights and interest, especially, without limitation, any Intellectual Property Rights embodied in the SAP Products and SAP's Confidential Information are the sole and exclusive property of the SAP Group or their licensors, subject to any rights, title or interest expressly granted to Partner in the applicable SAP PartnerEdge Model. Unless Partner is working under a valid SAP development license, Partner is not permitted to modify or otherwise make derivative works of any SAP Product (or attempt any of the foregoing). Any such unauthorized works developed by Partner, and any Intellectual Property Rights embodied therein, will be the sole and exclusive property of SAP or any other member of the SAP Group as requested by SAP.

依据适用的 SAP PartnerEdge 模式明确授予合作伙伴的任何所有权、权利和利益，SAP 产品和 SAP 保密信息以及所有权利、所有权和利益，尤其是但不限于 SAP 产品和 SAP 保密信息中包含的所有知识产权，均为 SAP 集团或其许可方的唯一且专有的财产。除非获得有效的 SAP 开发许可，否则合作伙伴不得或不可试图对任何 SAP 产品进行修改或制作衍生品。合作伙伴所开发的任何此类未经授权的作品及其中包含的任何知识产权均应为 SAP 的唯一且专有的财产或根据 SAP 的要求为 SAP 集团的任何其他成员的唯一且专有的财产。

2. Partner (or any third party acting on its behalf) shall not:

合作伙伴（或任何代表其的第三方）不得：

a) copy, translate, disassemble, decompile, reproduce or reverse engineer any SAP Product (or attempt any of the foregoing) nor create or attempt to create the source code from the object code of an SAP Product in any manner or take any other measure for the purposes of obtaining the source code of an SAP Product;

复制、翻译、拆解、反编译、再生产或逆向工程任何 SAP 产品（或尝试进行上述任何行为），也不得以任何方式从 SAP 产品的目标代码创建或试图创建源代码，或采取任何其他措施以获取 SAP 产品的源代码；

b) enter, store, or transfer any content or data on or via an SAP Product that is unlawful or infringes any Intellectual Property Rights;
在 SAP 产品上或通过 SAP 产品输入、存储或传输任何非法内容或数据，或侵犯任何知识产权的内容或数据；

c) use an SAP Product for training, developing, or enhancing machine learning, artificial intelligence models, or similar technologies, except where expressly permitted by SAP;
除非 SAP 明确允许，否则不得将 SAP 产品用于培训、开发或增强机器学习、人工智能模型或类似技术；

d) circumvent or endanger the operation or security of an SAP Product;
规避或危及 SAP 产品的运行或安全；

e) remove SAP's copyright and authorship notices; or

删除 SAP 的版权和作者声明；或

f) use an SAP Product in a manner that exceeds the rights granted to Partner by SAP, including for the purpose of developing, commercializing, or making available any product or service that replicates, simulates, or competes with any SAP Product or SAP Materials. For the avoidance of doubt, this shall not curtail Partner's right to independently develop its own products or services, provided such development does not rely on an SAP Product.

以超出 SAP 授予合作伙伴权利的方式使用 SAP 产品，包括用于开发、商业化或提供任何复制、模拟或与任何 SAP 产品或 SAP 材料竞争的产品或服务。为免生疑问，本条款不限制合作伙伴独立开发其自身产品或服务的权利，前提是此类开发不依赖于 SAP 产品。

3. Partner must not change or remove SAP's copyright and authorship notices attached to or relating to any SAP Product.

合作伙伴不得变更或删除附于任何 SAP 产品之后或与任何 SAP 产品相关的 SAP 版权和著作权声明。

4. SAP retains:

SAP 保留：

a) any title, rights and/or interest expressly granted to Partner in the applicable SAP PartnerEdge Model; and

在适用的 SAP PartnerEdge 模式中明确授予合作伙伴的任何所有权、权利和/或利益；

b) title in any disc or other data media on which a SAP Product is delivered to Partner under or in connection with the applicable SAP PartnerEdge Model,

根据适用的 SAP PartnerEdge 模式或因与之相关而借以向合作伙伴交付 SAP 产品的任何磁盘或其他数据媒介的所有权，

a) and b) together the "**Reserved Assets**")

a)和 b)统称"**保留资产**"）

until all of SAP's claims against Partner in connection with the concerned business relationship with an End User under or in connection with the applicable SAP PartnerEdge Model ("**Secured Claims**") are fully and finally satisfied and discharged.

直至 SAP 对合作伙伴就其根据适用的 SAP PartnerEdge 模式或因与之相关而与最终用户形成的相关业务关系的所有索赔（"**有担保的索赔**"）最终完全得以满意解决和清偿。

5. As long as Partner is not in breach of his contractual obligations under any part of this Agreement affecting the applicable SAP PartnerEdge Model especially as long as Partner's payment of any or all of the Secured Claims is not delayed, Partner is entitled to pass on or ask SAP to pass on the Reserved Assets in the proper and ordinary course of business.

一旦合作伙伴不再违反其在本协议之任何部分下对适用的 SAP PartnerEdge 模式有影响的合同义务，尤其是合作伙伴及时付清任何及所有有担保的索赔时，合作伙伴有权在正常且适用的业务流程中继续使用保留资产或要求 SAP 授权其继续使用保留资产。

6. The creation of pledges, liens or other security interest over as well as the assignment as security of the Reserved Assets is not permitted.

禁止将保留资产用于抵押、留置或其他物权担保，或者作为担保物进行转让。

7. Partner undertakes to inform SAP immediately of any attachment of the Reserved Assets by any third party and will forward to SAP any documents (including, without limitation any attachment order) useful or necessary for a defense against the attachment. Partner will immediately inform such attaching creditor about SAP's title, right or interest in the Reserved Assets.

合作伙伴承担就任何第三方对保留资产的任何扣押行为立即通知 SAP 的义务，且应向 SAP 提交对就扣押行为进行抗辩有用或必要的任何文件（包括但不限于任何扣押单）。合作伙伴应立即通知此类行驶扣押权的债权人关于 SAP 对保留资产的所有权、权利或利益。

8. Partner hereby assigns to SAP any existing as well as any future, contractual as well as non-contractual claim against any End User or any other third party that arises or will arise in connection with the distribution of the Reserved Assets ("**Assigned Claims**") and SAP accepts such assignment. Partner will be entitled to collect the Assigned Claims and to exercise any ancillary rights and claims in connection with these in the ordinary course of business (but will by doing so act with the care of a prudent merchant). Such entitlement to collect the Assigned Claims and to exercise ancillary rights and claims in connection with these is immediately terminated if SAP gives notice to the contrary which SAP is entitled to do if Partner is in breach of his contractual obligations under any part of this Agreement affecting the applicable SAP PartnerEdge Model, in particular if Partner's payment of any or all of the Secured Claims is delayed.

合作伙伴特此向 SAP 转让因分销保留资产或与之相关而导致或将导致的对任何最终用户或任何其他第三方提出现有的、未来的、合同以及非合同索赔的权利（以下简称"**转让索赔权**"），且 SAP 接受该转让。合作伙伴有权在正常的业务经营过程中主张转让索赔权，并行使与之有关的任何附属权利和索赔权（但应以商人应有的谨慎态度为之）。若合作伙伴违反其在本协议之任何部分下对适用的 SAP PartnerEdge 模式有影响的合同义务，尤其是合作伙伴未及时付清任何或所有有担保的索赔时，SAP 有权经通知合作伙伴立即终止其主张转让索赔权和行使与之相关的附属权利和索赔权的此类权利。

9. If Partner is in breach of his contractual obligations under any part of this Agreement affecting the applicable SAP PartnerEdge Model, in particular if Partner's payment of any or all of the Secured Claims is delayed, SAP is entitled at Partner's expense to rescind from any order for SAP Products concerning the affected SAP PartnerEdge Model and to demand return of any or all of the Reserved Assets granted or delivered under or in connection with the affected SAP PartnerEdge Model.

若合作伙伴违反其在本协议之任何部分下对适用的 SAP PartnerEdge 模式有影响的合同义务，尤其是合作伙伴未及时付清任何或所有有担保的索赔时，SAP 有权取消与受影响的 SAP PartnerEdge 模式有关的任何 SAP 产品订单，并要求返还在受影响的 SAP PartnerEdge 模式下或因与之相关而授予或交付的任何或所有保留资产，由此产生的费用由合作伙伴承担。

10. SAP will notify the Partner of its intention to rescind from any order for SAP Products and to demand return of any or all of the Reserved Assets by giving one week's prior written notice. Such notice period is not necessary, if (i) Partner has generally ceased to make payments, (ii) Partner is Insolvent or is subject to Insolvency Proceedings or (iii) there is reason to believe that observance of such notice period would adversely affect the retention of title, right or interest constituted with regard any or all the Reserved Assets.

SAP 将提前一周书面通知合作伙伴其取消任何 SAP 产品订单和要求返还任何或所有保留资产的意图。此类通知期间在以下情况下可以不必遵守：(i) 合作伙伴已经全面停止支付，(ii) 合作伙伴已经破产或进入破产程序，或 (iii) 有理由认为遵守该通知期间将严重影响对任何或所有保留资产产生的所有权、权利或利益的保留。

11. Even prior to the full and final satisfaction and discharge of the Secured Claims, SAP is obliged to release, upon Partner's request, all or part of the Reserved Assets insofar as the realizable value of the Reserved Assets exceeds, not only temporarily, the Secured Claims by more than 10 per cent. SAP may, at its discretion, determine which part of the Reserved Assets will be released.

在最终完全满意解决和付清有担保索赔之前，SAP 仍有义务应合作伙伴的请求授权所有或部分保留资产，但前提是保留资产的可变现价值超过有担保索赔的 10%，且该超出情况并非一时现象。SAP 可自行决定要授权的保留资产。

Article 5 Insurance

保险

1. During the term of the Agreement, Partner agrees to maintain, at its own expense, for Partner and its personnel, insurance coverage in accordance with any applicable statutory requirements. In addition, Partner shall maintain commercial general and professional liability insurance coverage with adequate scope and limits to cover liabilities for personal injuries, property damages and pure financial losses assumed under the Agreement.

在本协议有效期内，合作伙伴同意按照任何适用的法定要求，自费为合作伙伴及其人员缴纳保险。此外，合作伙伴还应缴纳具有足够范围和限额的商业综合责任险和职业责任险，以涵盖在本协议项下承担的人身伤害、财产损失和纯经济损失的责任。

2. Upon request, Partner shall provide SAP with a properly executed certificate of insurance evidencing existence of required coverages. None of the requirements contained herein as to types or limits are intended to, and shall not in any manner, limit, qualify or quantify the liabilities and obligations assumed by Partner under this Agreement.

合作伙伴必须根据要求向 SAP 提供有效签署的保险凭单，证明已按要求投保。此处对类型或限额的要求并非旨在，也不应当以任何方式限制、限定或量化合作伙伴在本协议下承担的责任和义务。

Article 6 Payment Period

付款期限

Payment period means thirty days of SAP's invoice date ("**Payment Period**"), unless expressly otherwise agreed on between Partner and SAP in an Order Form or any other order document.

付款期限是指 SAP 发票日期的 30 日内（以下简称"**付款期限**"），合作伙伴和 SAP 在订购单或任何其他订购文件中明确商定的除外。

Article 7 Currency

货币

All payments under this Agreement must be made in CNY, unless expressly otherwise agreed on between Partner and SAP in an Order Form or any other order document.

本协议项下的所有付款均采用人民币，合作伙伴和 SAP 在订购单或任何其他订购文件中明确商定的除外。

Article 8 Default Interest Rate

逾期未付利率

The default rate of interest per year is 3 percentage points plus the LPR published by the People's Bank of China per annum ("**Default Interest Rate**").

年度逾期未付利率为中国人民银行公布的年度 LPR 加 3 个百分点（以下简称**"逾期未付利率"**）。

Article 9 Index

指数

Index means the Consumer Price Index for the applicable twelve （12）months period published by National Bureau of Statistics of China (**"Index"**).

指数是指中国国家统计局公布的相关十二（12）个月期间的消费物价指数（以下简称**"指数"**）。

Article 10 Other Mandatory Local Terms

其他本地必需的条款

SAP has partnered with an independent Cloud Service Provider ("CSP") , and enable the CSP to operate and make commercially available the Cloud Service to PartnerEdge resellers and End Users within the P.R.C. . Notwithstanding anything in this Agreement, (i) the Cloud Service is provisioned by and is available for purchase from CSP only (not SAP), and any term in this 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 Agreement (and any representation and/or warranty to such effect is hereby disclaimed).

SAP 与一家独立的云服务提供商（" CSP "）合作，启用 CSP 在中国境内运营并向 PartnerEdge 经销商和最终用户提供可商用的云服务。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）。

Governing language. This Agreement may be executed in both the Chinese and English languages. In the event that there are different interpretations of the same provision or actual contradictions, the meanings of the Chinese version shall prevail.

使用语言。本协议以中文和英文签署。如果对中英文版本中同一条款的解释有所歧义或相互矛盾的，应以中文版本为准。

Article 11 Article 11 Notices

通知

1. Notice in writing. Any notice or other communication under or in connection with any part of this Agreement must be made in writing by letter and, must be addressed as set out in Article 5 (Contact Details) of the Master Partner Agreement (or to such other changed address or addressee as a Party may designate e.g. by changing the details in the partner relationship management system), except that notices from SAP to Partner may be in the form of an electronic notice to Partner's authorized representative or administrator.

书面通知。根据本协议任何部分发出的或与之相关的任何通知或其他通信必须以书面信函形式提供，且必须按照主合作伙伴协议第 5 条（联系人详细信息）中规定的地址发送（或发送给一方可能指定的此类其他变更的地址或收件人，如通过更改合作伙伴关系管理系统中的详细信息），除非 SAP 向合作伙伴发出的通知可以采取电子通知的形式发送给合作伙伴的授权代表或管理员。

2. Delivery. Any notice or other communication made or delivered by one Party to another under or in connection with any part of this Agreement will only be effective when received in legible form.

送达。一方根据本协议或就本协议之任何部分向另一方作出或交付的任何通知或其他通信，仅在另一方以清晰可辨的方式收到时方可生效。

3. Change of address: Each Party must give the other prompt notice of any change of email address, physical address, or addressee.

地址变更：一方的电子邮件地址、实际地址或收件人有任何变更时，应立即以书面形式通知另一方。

4. Use of websites, SAP may satisfy its obligation under any part of this Agreement to deliver any information to the Partner who herewith accepts this method of communication by posting this information onto an electronic partner-dedicated website (e.g. the SAP PartnerEdge Portal). SAP will supply Partner with the address of and any relevant password for the partner-dedicated website.

使用网站：SAP 可通过在面向合作伙伴的电子网站（如 SAP PartnerEdge Portal）上发布信息履行其在本协议之任何部分下的义务，且合作伙伴在此同意接受该通信方式。SAP 将为合作伙伴提供面向合作伙伴的网站的网址和相关密码。

5. Language. Any notice given in connection with the Agreement must be in Chinese.

语言。与本协议有关的任何通知均需使用中文。

Article 12 Governing Law and Jurisdiction

管辖法律和司法辖区

1. The Agreement and any claims (including any non-contractual claims) arising out of or in connection with this Agreement and its subject matter will be governed by and construed under the laws of People's Republic of China. The United Nations Convention on Contracts for the International Sale of Goods and any conflicts of law principles and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement.

协议以及因本协议及其主旨产生或与本协议有关的任何索赔（包括任何非合同索赔）均应受中华人民共和国法律的管辖并据此做出解释。《联合国国际货物销售合同公约》及任何冲突法原则和《统一计算机信息交易法案》（若实施）不适用于本协议。

2. Any dispute arising from or in connection with this Agreement shall be submitted to the Shanghai International Economic and Trade Arbitration Commission (Shanghai International Arbitration Center ("SHIAC")) for arbitration. The arbitration shall be conducted in Shanghai in accordance with the SHIAC Arbitration Rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties. Both parties agree to keep the arbitration proceeding and award confidential.

凡因本协议引起的或与本协议有关的任何争议，均应提交上海国际经济贸易仲裁委员会（上海国际仲裁中心），按照申请仲裁时该会现行有效的仲裁规则进行仲裁。仲裁地点在上海。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裁决予以保密。