

SAP PartnerEdge Cloud Choice Specific Terms and Conditions
SAP PartnerEdge Cloud Choice [PartnerEdge 云选择]特定条款与条件
(“Cloud Choice STC”)
(以下简称“云选择特定条款与条件”)

This Cloud Choice STC and the Cloud Choice Guide are hereby incorporated into and become part of the Sell Cloud Schedule executed by SAP and Partner.

本云选择特定条款与条件以及云选择指南特此纳入 SAP 与合作伙伴签订的云销售协议中，并构成云销售协议的一部分。

RECITALS

陈述

WHEREAS, SAP markets, licenses, sells and/or distributes certain Cloud Services and provides other related services to End Users;

鉴于，SAP 向最终用户营销、许可、销售和/或分销特定云服务，并提供其他相关服务；

WHEREAS, Partner desires to broker contractual agreements and perform certain activities concerning SAP Cloud Services;

鉴于，合作伙伴希望代理 SAP 云服务合同签约事宜，并开展与 SAP 云服务有关的活动；

WHEREAS, SAP desires to grant Partner, as an independent undertaking, the non-exclusive and non-transferable right to broker for SAP the conclusion of contracts and perform certain activities concerning SAP Cloud Services with End Users including the marketing and promotion of these SAP Cloud Services.

鉴于，SAP 希望向作为独立企业的合作伙伴授予非独占且不可转让的权利，允许其为 SAP 代理合同签约事宜，并与最终用户开展有关 SAP 云服务的特定活动，包括营销和推广 SAP 云服务。

NOW THEREFORE, in consideration of these premises, SAP and Partner agree as follows:

为此，鉴于上述前提，SAP 与合作伙伴达成如下协议：

1. DEFINITIONS AND INTERPRETATIONS

定义和解释

“**Cloud Choice**” means the model that is offered by SAP to Partner under this Cloud Choice STC and which is set out in more detail in the Cloud Choice Guide.

“**云选择**”是指 SAP 根据本云选择特定条款与条件向合作伙伴提供的模式。有关该模式的更多详细信息，请参见云选择指南。

“**Cloud Choice Guide**” means a guide that SAP has produced and publishes on SAP’s partner-dedicated website that sets out a description of the Cloud Choice model and includes additional requirements.

“**云选择指南**”是指由 SAP 编制并在 SAP 专门面向合作伙伴的网站上发布的指南。其中，该指南对云选择模式作出了详细的说明，并列出了一些其他要求。

“**Cloud Services**” means any subscription based, SAP hosted, supported and operated on-demand solutions listed on the Price List which are made commercially available by SAP for reselling by authorized SAP resellers.

“**云服务**”是指价目表中列出的基于租用的、由 SAP 托管、提供支持和运行的按需解决方案；SAP 出于商业目的将此类解决方案提供给 SAP 授权经销商进行转售。

“**Order Form**” means any SAP ordering document entered into by SAP and an End User for a specific Cloud Services.

“**订购单**”是指 SAP 和最终用户针对特定的云服务签订的任何 SAP 订购文档。

“POS Declaration” or “Proof of Services Declaration” means a form or document that Partner is required to complete and to submit to SAP, indicating that required services have been performed, as well as any required additional documentation specified therein prior to any Order Form being signed and any commission being paid. The POS Declaration template is published on SAP’s partner-dedicated website.

“POS 宣誓书” 或 **“服务送达证明宣誓书”** 是指合作伙伴需要填写并向 SAP 提交的一种表单或文档，用以证明其已交付所需的服务，以及在签署任何订购单和支付任何佣金之前，其中规定的任何必要附加文档。POS 宣誓书模板发布在 SAP 专门面向合作伙伴的网站上。

“Entity Owned Or Controlled By The Government” means any entity directly or indirectly owned or controlled by the government, a government organization, the Holy See, a public official or a publicly exposed person (PEP) or an immediate family member of these; 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.

“政府所有或控制的实体” 是指由政府、政府组织、公务人员或公众人物（PEP）或其直系亲属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。

“Price List” means the “Price List for SAP Cloud Channel Partners” or any other price list provided by SAP under or in connection with the Sell Cloud Model applicable to the country in which End User is located which is published on SAP’s partner-dedicated website or directly provided to Partner by SAP.

“价目表” 是指 **“SAP 云渠道合作伙伴价目表”** 或者适用于最终用户所在国家/地区且 SAP 依据此云销售模式提供的或与之相关的任何其他价目表，该价目表发布在 SAP 专门面向合作伙伴的网站上或直接向 SAP 向合作伙伴提供。

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

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

“Program Requirements” means that the Partner has to fulfill certain minimum program entry requirements as well as ongoing program requirements, some of which are general PartnerEdge requirements, some of which are specific for the “Sell Engagement” and some of which are specific for the different “On Demand” or “Cloud” Product Families, including, without limitation payment of the Program Fee(s), meeting certain minimum annual revenue requirements, upholding a Sell Authorization for at least one “On Demand” or “Cloud” Product Family and other requirements as set out in detail in the PartnerEdge Program Guide and the RSPI.

“项目要求” 是指 PartnerEdge 项目指南和 RSPI 中详细规定的合作伙伴需要满足的特定的最低项目参与要求和后续项目要求，其中有一般的 PartnerEdge 要求，有专门针对“销售互动”的要求，有专门针对不同的“按需”或“云”产品系列的要求，这些要求包括但不限于支付项目费用、满足特定的最低年收入要求、持有至少一项“按需”或“云”产品系列的销售授权和其他要求。

“Services” with regards to this Cloud Choice STC, means any Consider & Select or Adopt & Operate activities as described in the POS Declarations which are published on SAP’s partner-dedicated website, performed by Partner pursuant to a Cloud Service Order Form entered into between the End User and SAP.

“服务” 在本云选择特定条款与条件中，是指 POS 宣誓书中所述的任何“考虑和选择”或“采用和运营”活动，这些活动发布在 SAP 专门面向合作伙伴的网站上，由合作伙伴根据最终用户与 SAP 签署的云服务订购单执行。

“Usage Metric” means the usage parameters for determining the permitted access and use and calculating the applicable fees due for a Cloud Service as set forth in an Order Form.

“使用指标” 是指用于确定对订购单中规定的云服务所进行的许可访问和使用并据其计算相应的应付费用的使用参数。

- 1.1. Any terms not defined in this Cloud Choice STC will have the meaning ascribed to them in any other part of the Agreement.

本云选择特定条款与条件中未定义的所有术语应适用协议的任何其他部分对其赋予的含义。

- 1.2. The headings in this Cloud Choice Amendment are for convenience only and are to be ignored in construing this Cloud Choice Amendment.

本云选择修订的标题仅供参考，解释本云选择修订时可以忽略。

- 1.3. Any reference in this Cloud Choice STC to a defined document is a reference to that defined document as amended, varied, novated or supplemented from time to time.

本云选择特定条款与条件中对指定文件的任何引用均包括该指定文件的后续修订、变更、替代或补充内容。

- 1.4. The Sell Cloud Model Specific Terms and Conditions do not apply to this Cloud Choice STC, except to the extent that any defined terms are used in the Cloud Choice STC or elsewhere in the Agreement, then those defined terms and their meanings shall still apply.

云销售模式特定条款和条件不适用于本云选择特定条款与条件。但若本云选择特定条款与条件或协议的其他部分使用了任何指定术语，该等术语及其含义则仍适用。

2. **ENGAGEMENT MODEL**

合作模式

- 2.1. 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 Cloud Choice STC, SAP hereby grants to Partner, and Partner hereby accepts from SAP, the right to broker those Cloud Services for which Partner achieved and continues to uphold a successful Sell Authorization in its own name, at its own risk and for its own account to End Users located in the Territory (as defined in the Sell Cloud Schedule) that are not directly or indirectly an Entity Owned Or Controlled By The Government.

在合作伙伴初次满足项目要求并在本云选择特定条款与条件履行过程中始终遵守所有项目要求的前提下，SAP 特此授予合作伙伴且合作伙伴特此接受 SAP 授予的以下权利：以自身名义并自担风险向所在地域（如云销售协议中所定义）内的最终用户代理合作伙伴已获得并将持续持有有效销售授权的云服务。

- 2.2. This Cloud Choice model may be limited to specific countries, and applicable market segment(s) as reasonably determined by SAP under compliance considerations and as defined and published on SAP's partner-dedicated website.

本云选择模式仅适用于 SAP 出于合规考虑所合理确定以及在 SAP 专门面向合作伙伴的网站上发布的特定国家以及适用的细分市场。

- 2.3. Not all Cloud Services are eligible under this Cloud Choice STC. Eligible Cloud Services are indicated in the then-current and applicable Price List.

并非所有云服务都适用本云选择特定条款与条件的规定。请参考届时有效的适用价目表了解适用的云服务。

- 2.4. In the event that a Partner's End User comes under the direct or indirect control of an Entity Owned Or Controlled By The Government, after SAP has already accepted an Order for such End User, no further Orders for such End User will be accepted by SAP under this Cloud Choice STC.

若合作伙伴的最终用户变为由政府所有或控制的实体直接或间接控制，在 SAP 已经接受该等最终用户的订单后，SAP 不会再根据本云选择特定条款与条件接受该等最终用户的任何其他订单。

- 2.5. Partner understands and accepts that under the Cloud Choice model, Partner engages with End Users in two distinct stages ("Consider & Select" and "Adopt & Operate") and that an End User has the right to change to a new partner at any time after the Consider & Select stage. Details of the stages, change of partner process, and related information are set forth in the Cloud Choice Guide, available on SAP's partner-dedicated website.

合作伙伴理解并接受，在云选择模式下，合作伙伴在两个不同的阶段（“考虑和选择”与“采用和运营”）为最终用户提供服务，且最终用户有权在“考虑和选择”阶段结束后随时更换新的合作伙伴。请参见 SAP 在专门面向合作伙伴的网站上发布的云选择指南，了解各个阶段的详细信息、合作伙伴变更流程以及相关信息。

- 2.6. In advance of submitting an opportunity to SAP and/or making an offer to an End User, Partner must decide whether Partner intends to offer the respective Cloud Services under this Cloud Choice STC or offer them under another

model. In the event that Partner decides to offer the Cloud Services under another model, then an opportunity shall not be submitted and no Order Form will be generated under this Cloud Choice STC.

在向 SAP 提交业务机会和/或向最终用户作出报价之前，合作伙伴必须决定是要依据本云选择特定条款与条件提供相应云服务，还是依据其他模式提供云服务。若合作伙伴决定依据其他模式提供云服务，则无需依据本云选择特定条款与条件向 SAP 提交业务机会，也不会依据本云选择特定条款与条件生成任何订购单。

3. APPOINTMENT OF PARTNER

指定合作伙伴

- 3.1. SAP hereby authorizes Partner to submit opportunities for SAP to conclude contracts concerning Cloud Services with End Users and to perform relevant Cloud Choice model activities. Partner represents and warrants, that the brokering of opportunities for SAP to conclude contracts is not its main professional activity and solely done in connection with its regular business activities. Partner is not authorized to negotiate or conclude contracts on behalf of SAP nor to otherwise represent or oblige SAP in legal transactions.

SAP 特此授权合作伙伴向其提交业务机会，以便 SAP 能够与最终用户签订云服务合同，并开展云选择模式相关活动。合作伙伴声明并保证，其作为中间人为促成 SAP 签订云服务合同而提交业务机会并非其开展的主要业务活动，其代理活动只能随常规业务活动一起开展。合作伙伴无权代表 SAP 协商或签订任何合同，也无权在任何法定交易中代表 SAP 或为 SAP 招致任何义务。

- 3.2. Partner acknowledges that SAP prohibits any payments for the purpose of “opening doors” or general “business development” and therefore, must clearly and credibly define, in the POS Declaration, which real and legitimate sales-cycle handling for SAP they can deliver to a particular End User. Prior to any sales commission pay-out to the Partner, a verifiable solid and detailed POS Declaration must be provided by the Partner to SAP (in addition to other requirements as set forth herein and in the Cloud Choice Guide) and consequently be vetted and approved by SAP.

合作伙伴确认，SAP 禁止为“开门交易”或一般“业务开发”而支付任何款项。因此，合作伙伴必须在 POS 宣誓书中明确注明他们可以为 SAP 向特定最终用户交付的真实且合法的销售周期服务活动。在向合作伙伴支付任何销售佣金之前，合作伙伴必须向 SAP 提供可验证且真实可靠的详细 POS 宣誓书（除本云选择特定条款与条件和云选择指南中规定的其他要求外），供 SAP 审查和批准。

- 3.3. Partner may communicate to End Users that Partner is authorized by SAP to perform certain business activities on behalf of SAP, however, Partner shall neither assert nor create the impression vis-à-vis third parties that it is entitled to transact business for SAP.

合作伙伴可向最终用户传达 SAP 已授权合作伙伴代表 SAP 开展某些业务活动，但合作伙伴不得向第三方声称或让第三方认为其有权为 SAP 进行交易。

4. PARTNER OBLIGATIONS

合作伙伴的义务

- 4.1. Prior to engaging SAP for the purpose of preparing an Order Form for a particular End User, Partner shall ensure that such End User is not an Entity Owned Or Controlled By The Government.

在让 SAP 为特定最终用户创建订购单之前，合作伙伴应确保此类最终用户并非政府所有或控制的实体。

- 4.2. Partner shall provide all required information to SAP for the preparation of an Order Form, including but not limited to, the End User's name, address, selected Cloud Services, any Usage Metric information, and any other information requested by SAP. SAP shall return the prepared Order Form to Partner. Partner will then provide such Order Form to End User for End User signature(s).

合作伙伴应向 SAP 提供创建订购单所需的所有信息，包括但不限于最终用户的名称、地址、选定的云服务、任何使用指标信息以及 SAP 要求提供的任何其他信息。SAP 应将创建好的订购单发回给合作伙伴。然后，合作伙伴将订购单提供给最终用户供其签名。

- 4.3. During the Consider & Select cycle, Partner shall deliver the Consider & Select activities (including pre-sales and sales activities) as set forth in the Cloud Choice Guide through and up until the initial Order Form has been duly executed.

在“考虑和选择”周期内，合作伙伴应按照云选择指南中的规定提供“考虑和选择”活动（包括售前和销售活动），直至正式签署初始订购单为止。

- 4.4. During the Adopt & Operate cycle, Partner shall deliver the customer engagement activities, as set forth in the Cloud Choice Guide.

在“采用和运营”周期内，合作伙伴应按照云选择指南的规定提供客户互动活动。

- 4.5. Partner must ensure that SAP is entitled to use any data or information from or about a prospective End User provided by Partner for verification of Partner's obligations hereunder. Partner shall obtain the consent of the End User and employees of the End User and of its own employees in accordance with the applicable data protection law prior to SAP's aforementioned usage of any data or information provided to SAP. Furthermore, where the consent of any other third party or an individual is required, Partner shall ensure that such consent is given.

合作伙伴必须确保 SAP 有权使用合作伙伴提供的从潜在最终用户处获取的或与其相关的任何数据或信息，以验证合作伙伴在本云选择特定条款与条件下的义务。在 SAP 使用向其提供的上述任何数据或信息前，依据适用的数据保护法规定，合作伙伴应获得最终用户、最终用户的员工及其自身公司员工的同意。此外，若需获取任何其他第三方或个人的同意，合作伙伴应确保获得此类同意。

5. PARTNER COMMISSION

合作伙伴的佣金

- 5.1. Fees payable to Partner under the Cloud Choice model are subject to a) conditions set forth in the Cloud Choice Guide having been met; b) Partner performing its obligations outlined herein, c) SAP having obtained satisfactory proof of such performance as defined in the POS Declaration; and d) SAP having received full payment from the End User for the applicable Cloud Service invoice. Notwithstanding the foregoing, commissions are subject to certain thresholds as set forth in the Cloud Choice Guide. SAP shall inform Partner in advance regarding any changes to the commission.

合作伙伴依据云选择模式获得佣金须满足以下条件：a) 符合云选择指南中规定的各项条件；b) 合作伙伴履行本云选择特定条款与条件所述的义务，c) SAP 已收到 POS 宣誓书中规定的有效服务履行证明；d) SAP 已收到最终用户对适用云服务发票的全额付款。尽管有上述规定，佣金仍适用云选择指南中规定的特定阈值。SAP 应就佣金的任何变更提前通知合作伙伴。

- 5.2. Subject to Article 2, Section 5. and Article 4, Section 4., a fee is granted for an eligible Cloud Service Order Form for renewal of the initial Order Form, and increases in Cloud Services, but only if, and to the extent, such renewal or increases are brokered by Partner in accordance with the terms and conditions of this Cloud Choice STC. If the End User changes to a new partner any time after the Consider & Select cycle, then any renewal or increase will be attributed to the new partner and the new partner is entitled to the fee.

根据第 5 节第 2 条以及第 4 节第 4 条的规定，续签订购单以及增加云服务项目后，应就合格的云服务订购单支付费用，但前提是，此类续签或增加是由合作伙伴根据本云选择特定条款与条件的规定代理完成的。若最终用户在“考虑和选择”周期后的任何时间更换新的合作伙伴，则任何续签或增加云服务项目由新合作伙伴负责完成，且新合作伙伴有权获得相应费用。

- 5.3. Payments to Partner will be remitted by SAP in local currency according to the practices established by SAP (through bank transfer or, in exceptional cases, may be remitted in the form of a general credit against the partner's accounts receivable balance). Subject to Partner's full compliance with its contractual obligations hereunder, SAP shall pay the fee to Partner:

支付给合作伙伴的款项将由 SAP 根据 SAP 建立的实践（佣金可通过银行转账，或者特殊情况下，可根据合作伙伴的应收账款余额以一般信用证的形式汇寄）以本币汇寄。在合作伙伴完全遵守本云选择特定条款与条件下的合同义务的前提下，SAP 应向合作伙伴支付以下费用：

- 5.3.1. for the Consider & Select cycle within thirty (30) days after the end of the month in which the payment by End User is received by SAP, or

在 SAP 收到最终用户付款的当月结束后三十（30）日内，就“考虑和选择”周期支付费用，或

- 5.3.2. for the Adopt & Operate cycle, provided that SAP has received payment by End User, as applicable, within thirty (30) days after the end of each calendar quarter, and in the event that Partner is engaged mid-quarter, then fees shall be prorated accordingly.

就“采用和运营”周期支付费用，但前提是，在适用的情况下，SAP 已在每个日历季度结束后的三十（30）日内收到最终用户的付款。若合作伙伴参与代理计划的时间在季中，则按比例计算费用。

- 5.4. SAP will only pay fees to Partner during the term of this Cloud Choice Flex STC. However, where SAP terminates this Cloud Choice Flex STC or the Agreement for convenience in accordance with Article 12, no 2 of the Cloud Sell Model, SAP shall be required to continue payment of fees to Partner in accordance with this Section 5 for the remainder of the current subscriptions year for Order Forms still in effect at termination, provided that the respective Order Form brokered by Partner remains in effect during such period and End User has not changed to a new partner. This obligation shall not apply in case of termination of this Cloud Choice Flex STC or the Agreement for good cause in accordance with Article 12, no 3 of the Sell Cloud Model.

SAP 仅在本云选择弹性特定条款与条件的期限内向合作伙伴支付费用。但是，若 SAP 根据云销售模式第 12 条第 2 款规定无故终止本云选择弹性特定条款与条件或协议，SAP 应在当前租用年份的剩余时间内，根据本节（第 5 节）规定，继续就终止之时仍然有效的订购单向合作伙伴支付费用，但前提是，合作伙伴代理的订购单在该等期间内仍然有效且最终用户未更换新的合作伙伴。若本云选择弹性特定条款与条件或协议因合理原因而根据云销售模式第 12 条第 3 款规定予以终止，则该义务不适用。

- 5.5. SAP is not required to enter into any Order Form that Partner undertakes to broker with an End User. If SAP declines an Order Form, Partner shall not be entitled to any remuneration. Only fees that are permitted under applicable law, regulation or administrative requirement will be due and payable by SAP.

SAP 无需与最终用户签署合作伙伴承诺代理的任何订购单。若 SAP 拒绝订购单，合作伙伴无权获得任何报酬。SAP 应仅支付适用的法律、法规或行政规定许可的佣金。

- 5.6. The Parties agree that SAP as the recipient of Partner's service of brokering Orders between SAP and End Users will, where available, create a tax-invoice on Partner's behalf (so called "self-invoice" or "buyer created tax invoice" or "recipient created tax invoice", hereinafter: "**Self-Invoice**"). Partner acknowledges that it owes the VAT or GST, as applicable, stated on that invoice to the tax authorities. Partner also confirms that it is duly registered for VAT or GST, as applicable, and will notify SAP in case this registration changes or ends. Partner will not issue tax-invoices on its own for its services described in this Cloud Choice Model.

双方一致同意，SAP 作为合作伙伴以中间人身份在 SAP 与最终用户之间订购的服务的接收人将代表合作伙伴创建税务发票（即所谓的“自开发票”或“采购商创建的税务发票”或“接收人创建的税务发票”，以下简称“**自开发票**”）。合作伙伴确认其向税务机构支付发票上声明的增值税或商品及服务税（如适用）。合作伙伴还确认其按时登记增值税或商品及服务税（如适用），如若此登记发生变化或结束，将通知 SAP。合作伙伴不得就本云选择模式中规定的服务自行开具税务发票。

For the purpose of creating Self-Invoices, Partner will disclose to SAP its VAT or GST registration number for inclusion in the invoice or any other data which is a mandatory component of a valid tax Self-Invoice. Partner also agrees that SAP may at its own discretion outsource the creation of Self-Invoices to either an affiliated company or to a third party, subject to local applicable law. In case an approval for self-invoicing is necessary, SAP will obtain such approval.

为创建自开发票，合作伙伴应向 SAP 披露其增值税或商品及服务税注册号，以便纳入到属于有效税务自开发票必要组成部分的发票或任何其他数据中。合作伙伴还同意，SAP 可自行决定是否依据当地适用法律将自开发票的创建外包给关联公司或第三方。如需要批准自开发票，SAP 将获得此类批准。

The availability of Self-Invoice is published on the Cloud Choice webpages at www.sappartneredge.com. In countries where Self Invoice is not available, the Parties agree that the Partner will issue an invoice to SAP for every commission payment corresponding to the instructions on the notifications issued by SAP and including the appropriate level of VAT or GST applicable.

有关自开发票的可用性，请参见云选择网站，网址为：www.sappartneredge.com。在自开发票不可用的国家，双方同意，合作伙伴将按照 SAP 发送的通知上的说明，就每一笔佣金支付向 SAP 开具发票，并包括适当的增值税或商品及服务税。

6. INDEMNITY

赔偿

Partner has no actual, apparent, or ostensible authority to act on behalf of SAP, unless expressly stated in this Cloud Choice STC. Therefore, Partner shall indemnify and hold harmless SAP in relation to any third-party claims against SAP arising from or relating to (a) any breach or misrepresentation by Partner of its authority provided under this Cloud Choice STC, or the Cloud Choice model to broker Cloud Services for End Users, including but not limited to breach of its obligations in Article 4 assertions that Partner acted as SAP's agent or otherwise on SAP's behalf.

除非本云选择特定条款与条件明确规定，否则合作伙伴不具有代表 SAP 行事的实际代理权、表见代理权或名义代理权。因此，合作伙伴应对 SAP 作出赔偿并使 SAP 免受因 (a) 合作伙伴违反或误传本云选择特定条款与条件或云选择模式下规定为最终用户代理云服务的权利，包括但不限于违反第 4 条规定的义务，或 (b) 主张合作伙伴是 SAP 的代理或以 SAP 的名义行事而导致的或与之相关的任何第三方索赔的损害。

7. CLOUD CHOICE STC TERM AND TERMINATION

云选择特定条款与条件的期限和终止

- 7.1. Termination for convenience. Either Party may terminate this Cloud Choice STC for convenience with three months' prior written notice.

任意终止。任何一方均可在提前三（3）个月发出书面通知后任意终止本云选择特定条款与条件。

- 7.2. Termination for non-compliance with Cloud Choice model, as set forth herein and in the Cloud Choice Guide. SAP may terminate this Cloud Choice Cloud STC with three months' prior written notice if Partner:

因违反云选择模式规定而终止，详见本云选择特定条款与条件和云选择指南。合作伙伴有下述情形的，SAP 可通过提前三（3）个月发出书面通知终止本云选择特定条款与条件：

- a) does not meet all of the Cloud Choice model requirements; or
不符合所有云选择模式要求；或
- b) does not comply with any of the Program Requirements, excluding the Program Fee, for which the termination periods set out in Article 10 (Termination for good cause) no. 1a) and no. 2a) of Part 1 of the PartnerEdge GTCs apply.

未遵守除项目费用外的任何项目要求。项目费用的终止期限适用 PartnerEdge 一般条款与条件第一部分第 10 条（因正当理由终止）第 1a) 款和第 2a) 款的规定。

8. GENERAL AMENDMENTS TO THE AGREEMENT

对协议的一般修订

For the purposes of this Cloud Choice STC, the following amendments apply:

针对本云选择特定条款与条件，以下修订内容应适用：

- 8.1. In the PartnerEdge GTCs, Article 3 Performance Warranty is deleted in its entirety and replaced with the following:

在 PartnerEdge 一般条款与条件中，第 3 条（履约保证）将全部删除并替换为以下内容：

“Article 3 Intentionally Omitted”

“第 3 条 特意忽略”

- 8.2. For any Agreement executed prior to 1 July 2021: in the Sell Cloud Schedule, Article 3, Section 1.a), the words “SAP PartnerEdge Sell Cloud Specific Terms and Conditions” are deleted and replaced with the words “SAP PartnerEdge Cloud Choice Specific Terms and Conditions”.

对于在 2021 年 7 月 1 日之前签署的任何协议：在云销售协议第 3 条第 1.a) 节中，“SAP PartnerEdge 云销售特定条款和条件”表述将被删除，并替换为“SAP PartnerEdge 云选择特定条款和条件”。