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，构成云销售协议的一部分。

RECITALS

鉴于条款

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

鉴于，SAP 向最终用户推广、销售和/或分销特定云服务、授予特定云服务使用许可，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，合作伙伴希望协助促成 SAP 云服务相关合同的签订，并开展与 SAP 云服务有关的业务活动；

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 拟授予作为独立经营主体的合作伙伴非独占且不可转让的权利，为 SAP 促成 SAP 与最终用户签订 SAP 云服务相关合同，并开展相关业务活动，包括对该等 SAP 云服务开展市场推广与宣传。

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

为此，基于上述前提，SAP 与合作伙伴达成如下约定：

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合作模式。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、在 SAP 合作伙伴专属网站发布的指南文件，其中对云选择模式作出了详细说明，并列出了其他附加要求。

"**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、由 SAP 托管、提供支持和运营的按需型订阅制解决方案；该等解决方案由 SAP 对外商业提供，可供 SAP 授权经销商转售。

"**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云服务签订的任何 SAP 订购文件。

"**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 声明**"或**"服务证明声明"**是指合作伙伴须填写并提交 SAP 的表单或文件，用以证实所需服务已履行，并一并提交该声明内列明的其他所需资料；前述全部提交事宜须在签署任何订单、发放任何佣金前完成。POS 声明模板发布在 SAP 合作伙伴专属网站上。

"**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.

"**政府拥有或控制的实体**"是指由政府、政府组织、公职人员、政治公众人物（PEP）或上述主体的直系亲属直接或间接拥有或控制的任何实体；依据法律或法令设立的任何实体；主要由政府提供资金的任何实体；或是政府或国际公共组织下设的任何部门、机构或职能机关。

"**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 SAP 依据云销售模式或与云销售模式相关所提供、适用于最终用户所在国家/地区的任何其他价目表，该价目表发布在 SAP 合作伙伴专属网站上或由 SAP 直接向合作伙伴提供。

"**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 SAP 产品系列，可包含一项或多项 SAP 软件产品或服务，具体详见适用的 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**"是指合作伙伴须满足相应最低项目准入要求及持续项目要求，其中部分为通用 PartnerEdge 要求，部分专门适用于"销售合作事项"，部分则针对不同"按需"或"云"产品系列，包括但不限于支付项目费用、达到规定最低年度收入要求、持有至少一项"按需"或"云"产品系列的销售授权，以及 PartnerEdge 项目指南和 RSPI 中详细列明的其他各项要求。

"**SAP Premium Services**" mean SAP Premium Engagement Services as described at http://www.sap.com/servicedescriptions current as of the effective date of the Services Order Form, that are offered by SAP directly to End Users only and are not eligible under this Cloud Choice STC.

"**SAP 高级服务**"是指 SAP 高级专属顾问服务（详见 http://www.sap.com/servicedescriptions），以服务订单生效当日公示版本为准；此类服务仅由 SAP 直接向最终用户提供，不适用本云选择特定条款与条件。

"**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，是指合作伙伴依据最终用户与 SAP 签署的云服务订购单所开展的任何"评估与选型"或"上线与运营"相关工作；具体工作内容详见 SAP 合作伙伴专属网站发布的 POS 声明。

"**Services Order Form**" means the applicable ordering document for SAP Premium Services entered into by SAP and End User that references the SAP Services General Terms and Conditions published on http://www.sap.com/agreements.

"**服务订购单**"是指 SAP 与最终用户签订、适用于 SAP 高级服务的订购文件，其中援引发布于网站 http://www.sap.com/agreements 的 SAP 服务一般条款与条件。

"**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.

"使用计量标准"是指订购单中载明的使用参数，用于确定云服务获准访问及使用范围，并计算云服务应付适用费用。

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术语，适用协议其他部分赋予该等术语的含义。

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

本云选择补充协议的标题仅为查阅便利，解释本云选择补充协议时不予考量。

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提及任一已定义文件，均指该文件经不时修订、变更、更替或补充后的有效版本。

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其中的已定义术语，则该等已定义术语及其释义继续适用。

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.

在合作伙伴首次满足项目要求，且于本云选择特定条款与条件期限内始终遵守全部项目要求的前提下，SAP 特此授予合作伙伴、合作伙伴亦特此自 SAP 接受如下权利：由合作伙伴以自身名义、自担风险、收益与相关成本自行享有和承担，向位于相应地域范围（定义见云销售协议）内、且不属于直接或间接由政府拥有或控制的实体的最终用户，居间推介其已取得并持续维持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.

SAP 可基于合规考量合理确定本云选择模式适用的国家及细分市场，相关范围将在 SAP 合作伙伴专属网站予以公示。

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.

并非所有云服务均适用本云选择特定条款与条件。符合条件的云服务载于现行有效的适用价目表中。

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 SAP 接受合作伙伴最终用户的订单后，该最终用户转而由政府拥有或控制的实体直接或间接控制，则 SAP 不再依据本云选择特定条款与条件接受该最终用户的后续订单。

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.

合作伙伴知悉并同意，在云选择模式下，合作伙伴与最终用户的合作分为两个不同阶段（"评估与选型"和"上线与运营"）；最终用户有权在评估与选型阶段结束后随时更换合作伙伴。各阶段详情、合作伙伴变更流程及相关信息载于云选择指南中，该指南可在 SAP 合作伙伴专属网站查阅。

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 提交商机和/或向最终用户出具报价前，合作伙伴必须确定，是依据本云选择特定条款与条件提供相应云服务，还是采用其他模式提供。若合作伙伴决定采用其他模式提供云服务，则不得提交商机，且不会依据本云选择特定条款与条件生成任何订购单。

2.7. SAP Premium Services

SAP 高级服务

2.7.1. Partner agrees to share End User's business contact information with SAP where an End User chooses to purchase SAP Premium Services directly from SAP for Cloud Services ordered under this Cloud Choice STC. SAP shall use End User's business contact information solely for this purpose.

合作伙伴同意，若最终用户选择针对其依据本云选择特定条款与条件订购的云服务，直接向 SAP 购买 SAP 高级服务，合作伙伴应向 SAP 提供该最终用户的业务联系信息。 SAP 仅可出于前述目的使用最终用户的业务联系信息。

2.7.2. Partner acknowledges and agrees that:

合作伙伴知悉并同意：

a) SAP shall directly contact End User for the purpose of concluding a Services Order Form.

SAP 可直接联系最终用户，以签订服务订购单。

b) Partner will obtain, and will maintain, all necessary rights, permissions, consents, and authorizations required under applicable law and under its agreement with the relevant End User to disclose such business contact information to SAP for the purposes described in this Article 2.7. Partner is responsible to provide sufficient information to enable the relevant End User to comply with all applicable data protection laws.

合作伙伴应取得并持续保有适用法律及其与相关最终用户所签协议项下要求的全部权利、许可、同意及授权，以便为本第 2.7 条所述目的向 SAP 披露该等业务联系信息。合作伙伴负责提供充分信息，使相关最终用户能够遵守所有适用的数据保护法律法规。

c) No commission or other compensation under this Cloud Choice STC shall be payable to Partner with respect to SAP Premium Services. Commission, if any, on the Cloud Services component is payable where the Price List designates the relevant Cloud Services as commissionable.

依据本云选择特定条款与条件，SAP 无需就 SAP 高级服务向合作伙伴支付任何佣金或其他报酬。如价目表注明相关云服务可计佣金，则 SAP 可就云服务组件支付佣金（如有）。

3. APPOINTMENT OF PARTNER

合作伙伴授权

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 SAP 提交商机，以便 SAP 与最终用户订立云服务相关合同，并开展相关云选择模式项下活动。合作伙伴声明并保证，向 SAP 提交商机以促成 SAP 签订云服务合同并非其主营业务，且该等行为仅配套其常规经营活动开展。合作伙伴无权代表 SAP 磋商、签订合同，亦不得在法律交易中以其他方式代表 SAP 或令 SAP 承担义务。

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.

合作伙伴知悉，SAP 禁止以"拓展渠道"或一般性"业务开发"为目的支付任何款项。因此，合作伙伴必须在 POS 声明中清晰、可信地列明，其能够为特定最终用户提供哪些真实、合规的 SAP 销售流程协助工作。在向合作伙伴支付任何销售佣金前，合作伙伴须向 SAP 提交可核验、详实完整的 POS 声明（除本协议及云选择指南载明的其他要求外），并由 SAP 后续审核和批准。

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告知，其已获 SAP 授权开展部分业务活动；但合作伙伴不得向第三方声称，亦不得使第三方认为其有权代表 SAP 开展交易。

4. PARTNER OBLIGATIONS

合作伙伴义务

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.

合作伙伴在委托 SAP 为特定最终用户拟定订购单前，应确保该最终用户不属于政府拥有或控制的实体。

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 提供拟定订购单所需的全部信息，包括但不限于最终用户的名称、地址、选定的云服务、使用计量标准信息以及 SAP 要求提供的任何其他信息。SAP 应将拟定好的订购单发回给合作伙伴，再由合作伙伴将订购单提供给最终用户签署。

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.

在评估与选型阶段，合作伙伴应按照云选择指南开展评估与选型相关工作（包括售前及销售工作），直至首份订购单正式签署生效为止。

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

在上线与运营阶段，合作伙伴应按照云选择指南开展客户对接相关工作。

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.

合作伙伴须确保，SAP 有权使用由合作伙伴提供的有关潜在最终用户或源自潜在最终用户的任何数据及信息，以核查合作伙伴在本协议项下义务的履行情况。在 SAP 按照前述方式使用所提供的数据或信息前，合作伙伴应依据适用的数据保护法律法规，取得最终用户、最终用户员工以及自身员工的同意。此外，若需取得任何其他第三方或个人的同意，合作伙伴应确保该等同意已获取。

5. PARTNER COMMISSION

合作伙伴佣金

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.

依据云选择模式应付给合作伙伴的费用，须同时满足以下条件：a) 已达成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约定的义务，c) SAP 已取得 POS 声明中规定的、能够证明前述履约行为的充分凭证；d) SAP 已收到最终用户按照适用云服务发票支付的全部款项。尽管有前述约定，佣金仍须遵守云选择指南中规定的各项门槛要求。SAP 如对佣金标准作出调整，应提前通知合作伙伴。

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.

在遵守第 2 条第 5 款以及第 4 条第 4 款约定的前提下，对于首份订购单对应的、符合条件的云服务续期订购以及云服务增购，可计付费用；但仅在该等续期或增购由合作伙伴依据本云选择特定条款与条件促成的范围内计付。若最终用户在评估与选型阶段结束后的任意时间更换合作伙伴，则任何续期或增购业务均归属新合作伙伴，相关费用由新合作伙伴享有。

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:

SAP 将按照自身既定操作惯例，以当地货币向合作伙伴汇付款项（常规采用银行转账；特殊情形下，SAP 亦可贷记款项冲抵合作伙伴应收账款余额，作为款项支付方式）。在合作伙伴完全遵守本云选择特定条款与条件项下合同义务的前提下，SAP 应向合作伙伴支付相关费用：

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

针对评估与选型阶段对应的费用，SAP 应于收到最终用户款项当月结束后的三十（30）日内支付，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.

对于上线与运营阶段对应的费用，以 SAP 收到最终用户款项为前提，SAP 应于每个自然季度结束后的三十（30）日内支付；若合作伙伴于季度中期开展相关业务，则费用按相应比例折算。

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期限内向合作伙伴支付费用。但若 SAP 依据云销售模式第 12 条第 2 款约定，出于自身商业考量单方终止本云选择弹性特定条款与条件或整体协议，则对于终止时仍然有效的订购单，SAP 仍应依据本第 5 条约定，在当前订阅年度剩余期限内持续向合作伙伴支付费用，前提是该等由合作伙伴促成的订购单在上述期间持续有效，且最终用户未更换新合作伙伴。若 SAP 依据云销售模式第 12 条第 3 款约定，基于正当理由终止本云选择弹性特定条款与条件或整体协议，则前述付款义务不再适用。

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.

对于合作伙伴负责促成的最终用户订购单，SAP 无义务签订。若 SAP 拒绝订购单，合作伙伴无权获取任何报酬。SAP 仅需支付适用法律法规或行政规定允许计付的费用。

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.

双方同意，SAP 作为合作伙伴为 SAP 与最终用户之间的订购业务提供撮合服务的接收方，在条件允许的情况下，SAP 可代为开具税务发票（即所谓"自开发票"或"买方开具税务发票"或"接收方开具税务发票"，以下统称"**自开发票**"）。合作伙伴确认，其应向税务机关申报缴纳该发票载明的增值税或商品及服务税（视适用情形而定）。合作伙伴同时确认其已依法完成增值税或商品及服务税登记（视适用情形而定）；若该登记信息发生变更或登记失效，合作伙伴应及时通知 SAP。针对本云选择模式项下所述服务，合作伙伴不得自行开具税务发票。

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.

为开具自开发票之目的，合作伙伴应向 SAP 披露其增值税或商品及服务税登记号，以供载入发票，同时提供有效税务自开发票所需载明的其他强制性信息。合作伙伴亦同意，在符合当地适用法律的前提下，SAP 可自行决定将自开发票开具工作外包给关联公司或第三方机构。如需取得自开票相关审批，由 SAP 负责办理该等审批手续。

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.

自开发票机制的适用范围公布于 www.sappartneredge.com 上的"云选择"页面。在不适用自开发票机制的国家，双方同意，合作伙伴应按照 SAP 所发通知的要求，就每一笔费用向 SAP 开具发票，发票应列明适用税率对应的增值税或商品及服务税。

6. INDEMNITY

赔偿责任

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，合作伙伴不具有代表 SAP 行事的实际授权或表见授权。因此，第三方基于下述事项向 SAP 提出索赔的，合作伙伴应向 SAP 作出赔偿并保障 SAP 免受损害：(a) 合作伙伴违反本云选择特定条款与条件或云选择模式项下其为最终用户促成云服务交易的相关授权约定，或就此作出不实陈述，包括但不限于违反第 4 条义务；(b) 对外宣称其系 SAP 代理或以 SAP 名义行事。

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.

单方无理由终止。任何一方可提前三（3）个月向对方发出书面通知，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:

未遵守本云选择特定条款与条件及云选择指南所载云选择模式相关约定的终止。合作伙伴存在下述情形的，SAP 可提前三（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

未满足云选择模式全部要求；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.

未遵守任一项目要求（涉及项目费用的情形除外）；项目费用相关情形适用 PartnerEdge 一般条款与条件第一部分第 10 条（基于正当理由终止）第 1a) 款和第 2a) 款规定的终止期限。

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）全部删除并替换为以下内容：

"Article 3 Intentionally Omitted"

"第 3 条 有意留白"

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 2021 年 7 月 1 日之前签署的协议：在云销售协议第 3 条第 1.a) 款中，删除"SAP PartnerEdge 云销售特定条款与条件"，替换为"SAP PartnerEdge 云选择特定条款与条件"。