SAP PartnerEdge Cloud Choice Specific Terms and Conditions
("Cloud Choice STC")
SAP PartnerEdge Cloud Choice 特定條款與條件
(以下稱「Cloud Choice STC」)

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 Cloud Choice STC 茲此與 Cloud Choice 指南合併，並視同由 SAP 和 合作夥伴所簽署之銷售雲端明細表的一部分。

RECITALS
立約緣由

WHEREAS, SAP markets, licenses, sells and/or distributes certain Cloud Services and provides other related services to End Users;
鑒於 SAP 行銷、授權、銷售和/或分配特定雲端服務並提供其他相關服務予終端使用者；

WHEREAS, Partner desires to broker contractual agreements and perform certain activities concerning SAP Cloud Services;
鑒於合作夥伴有意經紀契約協議及執行與 SAP 雲端服務相關的特定活動；

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.
鑒於 SAP 有意授予合作夥伴可獨立開展、非排他性且不可轉讓之權利，使其可為 SAP 經紀契約之訂立，並以終端使用者執行有關 SAP 雲端服務的特定活動，包括這些 SAP 雲端服務的行銷與促銷活動。

NOW THEREFORE, in consideration of these premises, SAP and Partner agree as follows:
因此，在考量這些前提的情況下，SAP 和合作夥伴達成以下協議：

1. DEFINITIONS AND INTERPRETATIONS
定義與解釋

"**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.
「**Cloud Choice**」係指由 SAP 依本 Cloud Choice STC 提供予合作夥伴之模型，Cloud Choice 指南中更詳細列載其規定。

"**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.
「**Cloud Choice 指南**」係指 SAP 所製作並發佈在 SAP 的合作夥伴專用網站上之指南，其中列出 Cloud Choice 模型的說明並納入額外的要求。

"**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.
「**雲端服務**」係指如價格清單所列由 SAP 代管、支援與操作的任何以訂閱為基礎之隨選解決方案，而其係由 SAP 經由獲授權之 SAP 轉售商以市售方式提供。

"**Order Form**" means any SAP ordering document entered into by SAP and an End User for a specific Cloud Services.
「**訂購單**」係指 SAP 與終端使用者針對特定雲端服務所簽訂之任何 SAP 訂購文件。

"**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 聲明**」或「**服務證明聲明**」係指合作夥伴必須填寫並提交予 SAP 的表單或文件，內容指出已執行的必要服

務，以及在簽署任何訂購單及支付任何佣金之前在其中指定的任何必要額外文件。POS 聲明範本發佈於 SAP 之合作夥伴專用網站。

"**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.
「**政府持有或控制的實體**」係指由下列實體或個人直接或間接持有或控制之任何實體：政府、政府組織、梵諦岡或教廷、政府官員或高知名度政治人物 (publicly exposed person，PEP)，或前開人員之近親；任何依法律或規章設立之實體；任何主要資金來源為政府之實體；或任何政府部門、機關或機構，或公共國際組織。

"**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.
「**價格清單**」係指「SAP 雲端通路合作夥伴之價格清單」或由 SAP 基於或關於本銷售雲端模式而提供之任何其他價格清單，該清單適用於 SAP 合作夥伴專用網站所發佈或由 SAP 直接提供給合作夥伴之國家/地區的終端使用者。

"**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.
「**產品系列**」係指由一個或多個 SAP 軟體產品或服務所組成之 SAP 產品系列，詳載於相關 RSPI 內。

"**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.
「**計劃要求**」係指合作夥伴必須滿足之若干最低計劃進場要求及持續計劃要求，該等要求有些是屬於一般 PartnerEdge 要求、有些是屬於特定之「銷售參與」要求、而有些則是針對「隨選」或「雲端」產品系列之特定要求，包括但不限於：計劃費用之付款、達到若干最低年度營收要求、持有至少一項「隨選」或「雲端」系列產品之銷售授權，以及其他詳列於 PartnerEdge 計劃指南與 RSPI 之要求。

"**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 付費服務**」係指 SAP Premium Engagement 服務 (詳載於 http://www.sap.com/servicedescriptions)，以服務訂購單的生效日期當天為準，該服務僅由 SAP 直接提供給終端使用者，且不適用於本 Cloud Choice STC。

"**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.
與本 Cloud Choice STC 相關的「**服務**」係指發佈在 SAP 的合作夥伴專用網站上之 POS 聲明中所述的任何考量和選擇 (Consider & Select) 或採用和作業 (Adopt & Operate) 活動，該等活動係由合作夥伴依據終端使用者與 SAP 間所簽訂的雲端服務訂購單而執行。

"**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.
「**服務訂購單**」 係指 SAP 與終端使用者所簽訂之 SAP 付費服務的適用訂購文件，其內容係引用 http://www.sap.com/agreements 上發佈的 SAP 服務之一般條款與條件。

"**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.
「**使用度量**」係指判斷雲端服務之允許存取及使用並計算應付費用之使用參數，如訂購單所載。

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 Cloud Choice STC 未定義之所有詞彙應具備本合約其他部分為其定義的含意。

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 Cloud Choice 修訂之條款標題，僅係基於便利目的而設，不影響本 Cloud Choice 修訂之解釋。

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 Cloud Choice STC 所引用之任何特定文件，包括該文件隨時修訂、更改、替代或補充之內容。

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.
銷售雲端模型特定條款與條件不適用於本 Cloud Choice STC，除非在 Cloud Choice STC 或本合約的其他地方使用了任何的定義用語，否則這些定義用語及其意義應仍適用。

2. ENGAGEMENT MODEL
參與模式

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.
於合作夥伴首次達到計劃要求之時，且在合作夥伴於本 Cloud Choice STC 期間內隨時遵守所有計劃要求之前提下，SAP 特此授與合作夥伴、且合作夥伴特此接受 SAP 所授與之權利，可針對合作夥伴已達成並持續以自身名義保有有效銷售授權的該等雲端服務，自行承擔風險並基於自身向位處約定地區 (其定義如銷售雲端明細表所示) 且本身並非政府所直接或間接持有或控制之實體的終端使用者，經紀該等雲端服務。

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 Cloud Choice 模型可能僅限於特定國家/地區，以及由 SAP 根據合規性考慮因素合理確定並且在 SAP 合作夥伴專用網站上定義和發佈的適用市場區隔。

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.
依據本 Cloud Choice STC，並非所有雲端服務都符合資格。符合資格的雲端服務載明於目前有效並得適用之價格清單。

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.
若合作夥伴的終端使用者受政府持有或控制的實體所直接或間接控制，則在 SAP 已接受此等終端使用者的訂單後，SAP 將不再接受該終端使用者依本 Cloud Choice STC 提出之其他訂單。

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.
合作夥伴了解並接受合作夥伴係依 Cloud Choice 模型在兩個不同的階段 (以下稱「考量和選擇」(Consider & Select) 與「採用和作業」(Adopt & Operate)) 與終端使用者互動，且終端使用者有權在考量和選擇 (Consider & Select) 階段之後隨時更改新的合作夥伴。階段的詳細資料、合作夥伴處理的更改以及相關資訊已列載於 Cloud Choice 指南，其可於 SAP 的合作夥伴專用網站上取得。

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.
合作夥伴向 SAP 提交商機和/或向終端使用者提出要約之前，必須先確定合作夥伴是否打算依本 Cloud Choice STC 提供個別的雲端服務或依另一種模型提供該等服務。若合作夥伴決定依另一種模型提供雲端服務，則不應提交任何商機，並且不會根據本 Cloud Choice STC 產生任何訂購單。

2.7. SAP Premium Services
SAP 付費服務

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.
若終端使用者針對依據本 Cloud Choice STC 訂購之雲端服務選擇自 SAP 購買 SAP 付費服務，則合作夥伴同意與 SAP 分享終端使用者的業務聯絡資訊。SAP 應僅基於此目的使用終端使用者的業務聯絡資訊。

2.7.2. Partner acknowledges and agrees that:
合作夥伴承認並同意：

a) SAP shall directly contact End User for the purpose of concluding a Services Order Form.
SAP 應直接聯絡終端使用者，以完成服務訂購單簽署。

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.
合作夥伴將依據適用法律及其與相關終端使用者合約之要求，取得並維持所有必要權利、權限、同意及授權，並得基於本 2.7 條之目的向 SAP 揭露此業務聯絡資訊。合作夥伴應負責提供充分資訊，使相關終端使用者遵守所有適用的資料保護法。

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.
根據本 Cloud Choice STC，不得就 SAP 付費服務向合作夥伴支付佣金或其他補償。若價格清單將相關雲端服務指定為可抽佣，則應針對雲端服務元件支付佣金 (若有)。

3. APPOINTMENT OF PARTNER
合作夥伴之指定

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 茲此授權合作夥伴為 SAP 提交得與終端使用者訂立雲端服務相關契約的商機，並執行相關的 Cloud Choice 模型活動。合作夥伴聲明並保證，為 SAP 經紀訂立契約的商機並非其主要的專業活動，僅是與其正常業務活動相關始行之活動。合作夥伴並未獲授權代表 SAP 協商或訂立契約，亦不得以其他方式代表或強迫 SAP 從事法律交易。

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.
合作夥伴承認 SAP 禁止基於「商務引介」或一般「業務開發」之目的進行任何付款，因此，在 POS 聲明中必須以明確可靠的方式定義合作夥伴可以為 SAP 提供給特定終端使用者的真實且合法的銷售週期處理方式。在對合作夥伴支付任何銷售佣金之前，合作夥伴必須提供可驗證的確實且詳細的 POS 聲明給 SAP (除本文和 Cloud Choice 指南中所列載之其他要求外)，並由 SAP 進行審查與核准。

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.
合作夥伴得向終端使用者傳達，SAP 已授權其代表 SAP 執行特定業務活動，但是，合作夥伴不得向第三方主張或製造其有權為 SAP 進行業務交易的印象。

4. PARTNER OBLIGATIONS
合作夥伴的義務

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.
在為特定終端使用者準備訂購單而與 SAP 接觸之前，合作夥伴應確保該終端使用者並非政府持有或控制的實體。

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).
合作夥伴應向 SAP 提供訂購單準備作業的所有必要資訊，包括但不限於終端使用者的姓名、地址、所選的雲端服務、任何使用度量資訊，以及 SAP 要求的任何其他資訊。SAP 應將備妥的訂購單退還給合作夥伴。合作夥伴再將此等訂購單提供給終端使用者，供終端使用者簽名。

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.
在考量和選擇 (Consider & Select) 週期內，合作夥伴應按照 Cloud Choice 指南的規定進行考量和選擇 (Consider & Select) 活動 (包括售前和銷售活動)，直至正確執行初始訂購單。

4.4. During the Adopt & Operate cycle, Partner shall deliver the customer engagement activities, as set forth in the Cloud Choice Guide.
在採用和作業 (Adopt & Operate) 週期內，合作夥伴應依據 Cloud Choice 指南中的規定開展客戶參與活動。

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.
合作夥伴必須確保 SAP 有權使用由合作夥伴所提供取自潛在終端使用者或與其相關的任何資料或資訊，以驗證合作夥伴依據本文件應負之義務。SAP 使用前述提供給 SAP 之任何資料或資訊前，合作夥伴應遵循適用之資料保護法，獲得終端使用者與其員工之同意，及其自身員工之同意。此外，若需任何其他第三方或個人之同意，合作夥伴應確保取得此等同意。

5. PARTNER COMMISSION
合作夥伴的佣金

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.
依 Cloud Choice 模型應付給合作夥伴的費用需受以下內容所約束：a) 已符合 Cloud Choice 指南所列載之條件；b) 合作夥伴履行本文件中所述之義務；c) SAP 已取得 POS 聲明中所定義之此等履行的令其滿意之證明；d) SAP 收到由終端使用者針對適用的雲端服務發票所支付之全額付款。儘管有前開規定，佣金仍需受 Cloud Choice 指南所列載之特定門檻所約束。有關佣金的任何更改，SAP 應事前通知合作夥伴。

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.
根據第 2 條第 5 款和第 4 條第 4 款的規定，針對符合條件的雲端服務訂購單進行初始訂購單續訂及增加雲端服務時應收取費用，惟僅在此等續約或增加係由合作夥伴依照本 Cloud Choice STC 的條款與條件經紀處理的範圍內。若在考量和選擇 (Consider & Select) 週期之後，終端使用者隨時更改為新的合作夥伴，則任何續訂或增加均將歸因於新的合作夥伴，並且新的合作夥伴有權獲取該費用。

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:
SAP 將根據 SAP 所建立之實務，透過匯款方式以當地幣別付款予合作夥伴 (透過銀行轉帳，或在例外情況下，得透過一般貸項通知單對合作夥伴之應收帳款餘額進行匯款)。在合作夥伴完全遵守其依本文應負之契約義務的前提下，SAP 應向合作夥伴支付下列費用：

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
考量和選擇 (Consider & Select) 週期的費用，應在 SAP 收到終端使用者付款的當月結束後三十 (30) 天內支付，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.
採用和作業 (Adopt & Operate) 週期的費用，其前提是 SAP 已在每個日曆季度結束後三十 (30) 天內 (若有適用) 收到終端使用者的付款，以及若合作夥伴係在季度中旬始參與，則費用應相應按比例分配。

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 僅會在此 Cloud Choice Flex STC 期限內向合作夥伴支付費用。不過，若 SAP 依照雲端銷售模型第 12 條第 2 款基於便利目的而終止本 Cloud Choice Flex STC 或本合約，則應要求 SAP 依照本文第 5 條之規定，繼續針對終止時仍屬有效之訂購單的當前訂閱年度之剩餘期間支付費用予合作夥伴，但前提是合作夥伴所經紀的個別訂購單在此期間仍屬有效，且終端使用者並未更改為新的合作夥伴。若依照銷售雲端模型第 12 條第 3 款基於正當事由終止本 Cloud Choice Flex STC 或本合約，則此義務不適用。

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 不需要簽訂合作夥伴對終端使用者承諾進行經紀的任何訂購單。若 SAP 拒絕訂購單，合作夥伴即無權獲得報酬。SAP 應付之到期費用，將僅限適用法律、法規或行政規範所許可者。

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.
當事人同意，合作夥伴經紀 SAP 與終端使用者間訂單之服務 (如適用) 係以 SAP 為收受人，SAP 會代表合作夥伴建立稅務發票 (稱為「自行發票」或「買方建立的稅務發票」或「收受人建立的稅務發票」)，在此稱為「**自行發票**」)。合作夥伴確認其向稅務機關負擔發票所載且適用的 VAT 或 GST。合作夥伴亦確認其已依法登記適用的 VAT 或 GST，並會在此項登記變更或終止時通知 SAP。合作夥伴將不會針對本 Cloud Choice 模型所載之服務自行開立稅務發票。

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.
為建立自行發票，合作夥伴將對 SAP 揭露其 VAT 或 GST 登記號碼以供其納入發票中，或納入其他作為有效稅項自行發票之必要部分的資料。合作夥伴亦同意，SAP 得在當地適用法律規範下，自行決定將自行發票之建立分包給附屬公司或第三方。若自行發票須獲得核准方能為之，SAP 會取得該項核准。

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.
自行發票的可用性發佈在 Cloud Choice 網頁上，網址為 www.sappartneredge.com。在無法提供自行發票的國家/地區，當事人同意合作夥伴應對應 SAP 所發出通知中的說明，並且包括適當級別的 VAT 或 GST (視何者適用)，針對每次佣金付款開立發票予 SAP。

6. INDEMNITY
免責

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.
除本 Cloud Choice STC 明文規定者外，合作夥伴未獲實際或表見授權代表 SAP 進行行為。因此，對於因下列事項所引起或與其相關，致使任何第三方對 SAP 提出索賠，合作夥伴應賠償 SAP 並使其免受損害：(a) 合作夥伴對其依本 Cloud Choice STC 或 Cloud Choice 模型所提供之可為終端使用者經紀雲端服務的權限有違反情事或不實陳述，包括但不限於違反第 4 條宣稱合作夥伴擔任 SAP 代理人或以其他方式代表 SAP 所應負之義務。

7. CLOUD CHOICE STC TERM AND TERMINATION
CLOUD CHOICE STC 有效期限與終止

7.1. Termination for convenience. Either Party may terminate this Cloud Choice STC for convenience with three months' prior written notice.
任意終止。任一當事人得基於便利目的而終止本 Cloud Choice STC，惟應於三個月前發出書面通知。

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:
因未遵循 Cloud Choice 模型而施行之終止，如本文和 Cloud Choice 指南中所列載。如合作夥伴發生下列任一情事，SAP 得於三個月前以事前書面通知終止本 Cloud Choice 雲端 STC：

a) does not meet all of the Cloud Choice model requirements; or
不符合所有 Cloud Choice 模型要求；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.
未能遵守任何計劃要求，但計劃費用除外，後者之終止期應適用 PartnerEdge GTC 第 1 部份第 10 條 (基於正當事由終止) 第 1a) 款及第 2a) 款。

8. GENERAL AMENDMENTS TO THE AGREEMENT
對合約之一般修訂

For the purposes of this Cloud Choice STC, the following amendments apply:
基於本 Cloud Choice STC 之目的，下列修訂應適用：

8.1. In the PartnerEdge GTCs, Article 3 Performance Warranty is deleted in its entirety and replaced with the following:
在 PartnerEdge GTC 中，已完整刪除第 3 條履約保證，並以下列內容取代：

"Article 3	Intentionally	Omitted"
第 3 條	有意省略。	

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”.
對於 2021 年 7 月 1 日之前簽訂的任何合約：在銷售雲端明細表第 3 條第 1.a) 款中，已刪除「SAP PartnerEdge 銷售雲端特別條款與條件」等文字，並以「SAP PartnerEdge Cloud Choice 特定條款和條件」等文字取代。