

**SAP PartnerEdge**  
**Sell Cloud Specific Terms and Conditions for China**

**SAP PartnerEdge**  
**中国云销售特定条款和条件**  
**(“Sell Cloud Model”)**

(以下简称“云销售模式”)

**Important Notice:** SAP has partnered with an independent CSP (defined below) in the People’s Republic of China (excluding Hong Kong, Macau and Taiwan) (“PRC”), enabling CSP to operate and make commercially available the Cloud Service to PartnerEdge resellers and End Users within the PRC. Notwithstanding anything in this Sell Cloud Model and the Agreement, (i) the Cloud Service is provisioned by and is available for purchase from CSP only (not SAP), and any term in this Sell Cloud Model or the 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 Sell Cloud Model or the Agreement (and any representation and/or warranty to such effect is hereby disclaimed).

**重要提示:** SAP 与一家独立的 CSP (定义如下) 在中华人民共和国 (不包括香港、澳门和台湾) (“中国”) 合作, 启用 CSP 操作并允许在中国境内的 PartnerEdge 经销商和最终用户商用云服务。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)。

**Article 1 Definitions and Interpretation**

**第 1 条 定义和解释**

**1. Definitions**

**定义**

“**Cloud EULA**” means the agreement between CSP and End User comprising the following documents: Cloud EULA Acceptance Form, General Terms and Conditions for Cloud Services (for indirect sales), any product-specific Supplemental Terms and all documents referenced therein governing End Users’ use of the Cloud Service.

“**云最终用户许可 (以下简称“云 EULA”)**”是指 CSP 和最终用户之间的协议, 包括以下文件: 云 EULA 认可书、云服务的一般条款和条件 (用于间接销售)、任何产品特定的补充条款和其中援引的规定最终用户使用云服务的所有文件。

“**Cloud EULA Acceptance Form**” means the form submitted by Partner to CSP along with an Order Form (which can be by electronic means), with such form to contain the End User’s written agreement to be bound to the terms and conditions of the Cloud EULA.

“**云 EULA 认可书**”是指和订购单一起由合作伙伴向 CSP 提交的表格 (可以电子方式), 包含最终用户同意受云 EULA 的条款和条件约束的书面确认。

“**Cloud Services**” with regard to this Sell Cloud Model means any subscription based, CSP hosted, supported and operated on-demand solutions based on SAP technology which are made commercially available by CSP for reselling by authorized resellers.

“**云服务**”就本云销售模式而言, 是指在 SAP 技术基础上基于租用的、由 CSP 托管、提供支持和运行的按需解决方案; CSP 出于商业目的将此类解决方案提供给授权经销商进行转售。

“**CSP**” or “**Cloud Service Provider**” means, in relation to any Cloud Service, the service provider of the Cloud Service in the PRC nominated by SAP to provision and made available the Cloud Service to Partner and its End Users under this Sell Cloud Model.

“**CSP**”或“**云服务提供商**”, 就任何云服务, 是指 SAP 指定云销售模式下在中国提供云服务给合作伙伴和最终用户的云服务提供商。

“**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。

“**Order Form**” with regard to this Sell Cloud Model means any order form entered into by CSP and Partner for a specific End User specifying the Cloud Services, including information on the End User, pricing, subscription term and other information necessary for the purchase and delivery of Cloud Services to End User.

“**订购单**”就本云销售模式而言, 是指 CSP 与合作伙伴为特定最终用户签订的指定云服务的任何 CSP 订购单, 其中包括最终用户、定价、租用期的相关信息以及购买和向最终用户交付服务的其他必要信息。

“**Order Form Effective Date**” means the date on which the Order Form becomes effective as stated in the Order Form.

“**订购单生效日期**”是指订购单中规定的订购单生效的日期。

“**Sell Authorization**” means that Partner needs to meet specific training and qualification requirements for the CSP hosted, on-demand cloud products or services included in an “On Demand” or “Cloud” product family that Partner wants to resell subscriptions for as set out in detail in the PartnerEdge Program Guide and the applicable RSPI.

“**销售授权**”是指根据 PartnerEdge 项目指南和适用的 RSPI 中的详细规定, 合作伙伴转售包含在“按需”或“云”产品系列当中的 CSP 托管按需云产品或服务的租用服务需要满足的特定培训和资质要求。

“**Supplemental Terms**” means the product specific supplemental terms and conditions which include additional or different terms and conditions to those in the Cloud EULA for licensing specific Cloud Services which are made available by CSP to Partner.

“**补充条款**”是指产品特定的补充条款和条件, 其中包括与云 EULA 中由 CSP 向合作伙伴提供的特定云服务许可的条款和条件不同的或附加的条款和条件。

“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。

2. Any terms not defined in this Sell Cloud Model will have the meaning ascribed to them in any other part of the Agreement.

本云销售模式中未定义的所有术语应适用协议其他部分对其赋予的含义。

3. The headings in this Sell Cloud Model are for convenience only and are to be ignored in construing this Sell Cloud Model.

本云销售模式中使用的标题仅供参考，解释本云销售模式时可以忽略。

Any reference in this Sell Cloud Model to a defined document is a reference to that defined document as amended, varied, novated or supplemented from time to time.

本云销售模式中对特定文档的任何引用也包括对该文档时而产生的修订、变更、替代或补充内容的引用。

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。

## Article 2 Engagement Model

### 第 2 条 互动模式

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 Sell Cloud Model, SAP hereby grants to Partner and Partner hereby accepts from SAP the qualification as a PartnerEdge reseller for 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). The Cloud Service is operated and provided to End Users solely by CSP, and not SAP, even though certain underlying technology of the Cloud Service may be based on SAP technology. Partner acknowledges and agrees that CSP is not an agent of SAP. CSP is an independent legal entity with no authority to bind SAP or to make any representations or warranties on behalf of SAP. Partner shall seek recourse against CSP directly for any defect in or failure of the Cloud Service and not against SAP. SAP makes no representations or warranties as to CSP or its products or services or the performance of its products or services, and fully disclaims any such representations or warranties.

在合作伙伴初次满足项目要求且在本云销售模式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从 SAP 接受 PartnerEdge 经销商资质：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）内的最终用户转售合作伙伴已获得并将持续持有有效销售授权的云服务。云服务仅由 CSP 运行并向最终用户提供，而不是 SAP，即使某些云服务的基础技术可能基于 SAP 技术。合作伙伴明确并同意 CSP 不是 SAP 的代理。CSP 是一个独立的法人实体，并无授权约束 SAP 或代表 SAP 做任何陈述或保证。合作伙伴应就云服务的任何瑕疵或失败直接诉诸 CSP 而不是 SAP。SAP 就 CSP 或它的产品或服务，或它的产品或服务的履行不做任何陈述或保证，并完全免除任何此类陈述或保证。

2. Partner is solely responsible for accurately and completely representing the Cloud Services resold. Partner assumes all financial and legal liability for the quality, reliability and accuracy of all representations and warranties made by Partner, its employees, agents and consultants beyond what is contained in the Documentation. Partner will give the SAP Group and its licensors appropriate credit for the ownership of the technology the Cloud Services are based on, the Documentation and other SAP Materials.

合作伙伴全权负责准确、全面地介绍依据本协议转售的云服务。合作伙伴对其自身、员工、代理和顾问就超出文档内容所作的陈述和保证的质量、可靠性和准确性承担全部经济和法律責任。合作伙伴将维护 SAP 集团及其许可方对于云服务基于的技术、文档和其他 SAP 材料的所有权。

## Article 3 Specific Order Processes and Requirements

### 第 3 条 具体的订购流程和要求

1. Partner shall enter into certain Reseller Terms with CSP (in the form prescribed by CSP) as a master agreement governing any purchase of Cloud Service by Partner from CSP. Under such Reseller Terms, Partner may order the Cloud Service for its End User by submitting to CSP an Order Form and the related Cloud EULA Acceptance Form based on CSP's standard documents containing all the information required in the Order Form and the Cloud EULA Acceptance Form and must comply with any then-current order process for the specific Cloud Service. Where applicable, Partner agrees to use the electronic means provided by CSP for placing orders.

合作伙伴应当与 CSP 签订经销商条款（以 CSP 规定的形式）作为规定合作伙伴从 CSP 购买云服务的主协议。在该经销商条款项下，合作伙伴可以通过向 CSP 提交一份基于 CSP 标准文档（其中包含订购单和云 EULA 认可书中要求的所有信息）的订购单和相关云 EULA 认可书，并且必须遵守特定云服务的任何届时有效的订购流程。若适用，合作伙伴应同意使用 CSP 提供的电子方式进行订购。

2. With regard to each order for Cloud Services for an End User, Partner must provide CSP with:

a) 就针对最终用户的每份云服务订单而言，合作伙伴必须向 CSP 提供：the name and address of the End User for whom the Cloud Services are being ordered;

订购云的最终用户的名称和地址；

b) details of the Cloud Services ordered for the End User, including, without limitation, the Usage Metric for each Cloud Service;

为最终用户订购的云服务的详细信息，包括但不限于，各云服务的使用指标；

c) Partner's contact and billing information; and

合作伙伴的联系信息和开票信息；以及

d) any other data required by CSP in any then-current order process for the specific Cloud Services.

CSP 在针对特定云服务的任何届时有效的订购流程中要求提供的任何其他数据。

3. Orders by Partner are binding, non-cancellable, non-revocable and non-transferable once submitted to CSP. All orders by Partner are subject to CSP's acceptance which CSP will give via the order process, through the Delivery of Cloud Services (defined below) or by sending an invoice concerning Partner's order for Cloud Services, whichever occurs first.

订单一经合作伙伴提交给 CSP 即产生约束力，不得取消、撤销或转让。合作伙伴下达的所有订单须以 CSP 接受为准，CSP 通过订购流程交付云服务（定义如下）或者发送就合作伙伴的云服务订单开具的发票（以先发生者为准）即为接受订单。

4. Partner must comply with the terms set out in the Reseller Terms and the Order Forms between CSP and Partner. Any breach of such Reseller Terms and/or Order Forms by Partner shall be regarded as a material breach of this Sell Cloud Model by Partner.

合作伙伴应当遵守 CSP 和合作伙伴之间的经销商条款和订购单中规定的条款。合作伙伴的任何违反该经销商条款和/或订购单的行为应被视为是合作伙伴对本云销售模式的实质性违约。

**Article 4 Not Applicable**

**第 4 条 不适用**

**Article 5 Delivery of Cloud Services**

**第 5 条 云服务的交付**

1. After acceptance of an order, CSP will grant access to the most current version of the relevant Cloud Services set forth in the applicable Order Form submitted by Partner for an End User to such degree as CSP makes such Cloud Services generally available in the Territory to the relevant End User on behalf of Partner (“**Delivery of Cloud Services**”).

在接受订单之后，CSP 将在其于地域内普遍提供的此类云服务范围内，代表合作伙伴向相关最终用户提供合作伙伴为最终用户提交的相关订购单中规定的相关云服务最新版本的访问权限（“云服务的交付”）。

2. With regard to the features, quality and functionality of the Cloud Services, the product description in the Order Form and Documentation is solely decisive.

云服务的特性、质量和功能完全由订购单和文档中的产品描述决定。

3. Partner agrees that its purchase of subscriptions for any Cloud Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by CSP, SAP or any of their Associated Companies, including any roadmaps, with respect to future functionality or features.

合作伙伴同意，其对任何云服务租用的购买不以任何未来功能或特性的交付为条件，也不以 CSP、SAP 或任何他们的关联公司针对未来功能或特性所公开发表的任何口头或书面表述（包括任何路线图）为前提。

**Article 6 Not Applicable**

**第 6 条 不适用**

**Article 7 Not Applicable**

**第 7 条 不适用**

**Article 8 License**

**第 8 条 许可**

1. Use rights for the Cloud Services that Partner orders from CSP for a specific End User will be granted directly by CSP to the End User via the Cloud EULA Acceptance Form, the Cloud EULA and the Supplemental Terms. Any service level agreement offered by CSP for the Cloud Services is part of the Cloud EULA Acceptance Form or the Cloud EULA.

合作伙伴为特定最终用户向 CSP 订购的云服务的使用权利将由 CSP 直接通过云 EULA 认可书、云 EULA 和补充条款直接授予该最终用户。CSP 为云服务提供的任何服务水平协议也是云 EULA 认可书或云 EULA 的一部分。

2. Partner must inform every End User of and include express provisions in its agreement with every End User stating that:

合作伙伴必须告知每位最终用户，并在与每位最终用户订立的协议中明确规定：

a) the use of the Cloud Services is subject to the terms and conditions of the Cloud EULA Acceptance Form, the Cloud EULA and the Supplemental Terms; and

对云服务的使用必须遵循云 EULA 认可书、云 EULA 和补充条款的条款和条件；且

b) CSP will not provide any access to the Cloud Services and/or any Services until CSP received End User's duly signed Cloud EULA Acceptance Form.

在收到最终用户有效签署的云 EULA 认可书之前，CSP 将不予提供云服务和/或任何服务的任何访问权限。

3. Partner must ensure that:

合作伙伴必须确保：

a) each End User accepts the then-current license terms by signing the then-current Cloud EULA Acceptance Form; and

所有最终用户均通过签署届时有效的云 EULA 认可书同意届时有效的许可条款；且

b) the person signing the Cloud EULA Acceptance Form is duly authorized to represent and has the full legal capacity to legally bind the End User.

签署云 EULA 认可书的人员是经正式授权的代表，且具有依法约束最终用户的完全法律能力。

4. When Partner submits an order for Cloud Services, Partner must also submit a copy of the Cloud EULA Acceptance Form signed by the End User for whom the Cloud Service is ordered. CSP will provide the means to attach, upload or otherwise submit a signed copy of the Cloud EULA Acceptance Form together with the order in the order process. If required in the country of the relevant End User, CSP will provide an address to which an originally signed copy of the Cloud EULA Acceptance Form by the End User must be sent.

合作伙伴提交云服务订单时还必须同时提交一份由购买云服务的最终用户签署的云 EULA 认可书。CSP 将在订购流程中提供附加、上传或以其他方式提交经签署的云 EULA 认可书和订单的方式。若相关最终用户所在的国家/地区有要求，CSP 将提供最终用户签署的云 EULA 认可书的原件的发送地址。

**Article 9 Not Applicable**

**第 9 条 不适用**

**Article 10 Not Applicable**

**第 10 条 不适用**

**Article 11 Not Applicable**

**第 11 条 不适用**

**Article 12 Term and Termination of this Sell Cloud Model**

**第 12 条 本云销售模式的期限和终止**

1. Term. This Sell Cloud Model comes into effect as of the Effective Date defined in the Sell Cloud Schedule and remains in full force and effect until and including 31 December of the same year. Thereafter its term is automatically extended for subsequent periods of one year.

期限。本云销售模式自云销售协议规定的生效日期起生效，效力持续至同年 12 月 31 日（包括当日）。此后，该期限将自动续展下一个整年。

2. Termination for convenience. Either Party may terminate this Sell Cloud Model for convenience with three months' prior written notice to 31 December of each year.

任意终止。任意一方均可在每年 12 月 31 日前通过提前三个月发出书面通知，任意终止本云销售模式。

3. Termination for non-compliance with Program Requirements. SAP may terminate this Sell Cloud Model with three months' prior written notice if Partner:

因不符合项目要求而终止。合作伙伴有下述情形的，SAP 可通过提前三个月发出书面通知终止本云销售模式：

a) did not meet all of the Program Requirements for the first time within six months after the Effective Date defined in the Sell Cloud Schedule; or

在云销售协议规定的生效日期生效后的六个月内未能首次满足所有项目要求；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 GTC 第一部分第 10 条（因正当理由终止）第 1 a)款和第 2 a)款的规定。

**Article 13 Model-specific Effect of Termination**

**第 13 条 模式特定的终止效力**

1. General Consequence. If this Sell Cloud Model is terminated, rescinded or ends in any other way, subject to Article 13 no. 2 below, Partner will immediately cease to be a PartnerEdge reseller eligible to resell subscriptions for Cloud Services to End Users located in the Territory under this Sell Cloud Model.

一般影响。若本云销售模式终止、解除或以其他方式结束，受制于以下第 13 条第 2 款，则合作伙伴将立即停止作为本云销售模式下向地域内的最终用户转售云服务的租用的 PartnerEdge 经销商身份。

2. Termination for convenience. If this Sell Cloud Model is terminated for convenience, those Cloud Service subscriptions that were still valid at the point in time this Sell Cloud Model is terminated for convenience will, unless Partner notifies CSP otherwise in writing, not automatically terminate but will remain in place and CSP will grant Partner a phase-out period of three years after the termination date. During the phase-out period, the terms and conditions of this Sell Cloud Model and any other part of this Agreement will apply analogously except as set out below:

任意终止。如本云销售模式任意终止，则于本云销售模式任意终止之时仍具有效力的云服务租用不会自动终止（除非合作伙伴向 CSP 另行发送书面通知），而是仍予以保留，CSP 会向合作伙伴提供一个自终止日期开始的为期三年的逐步停止期。除下述规定以外，在逐步停止期内，本云销售模式的条款和条件以及本协议的任何其他部分仍将适用：

a) The subscription term for a Cloud Service will not be automatically extended if the Renewal Term for such Cloud Service would end later than the date falling three years after the date of the termination of this Sell Cloud Model; and

若云服务的续租期限于本云销售模式终止日期后的三年内结束，则该云服务的租用期限不会自动延长；和

b) Notwithstanding this Article 13 (Model-specific Effect of Termination) no. 1, Partner may order an increase to a Usage Metric from CSP for those Cloud Services that were still valid at the point in time this Sell Cloud Model was terminated for convenience but may not execute any new Order Forms for Cloud Services.

尽管 Article 13（模式特定的终止效力）第 1 款中有相关规定，合作伙伴仍可为于本云销售模式任意终止之时仍然有效的云服务从 CSP 订购额外的使用指标，但不得签署任何新的云服务订购单。

**Article 14 Not Applicable**

**第 14 条 不适用**

**Article 15 Audit**

**第 15 条 审查**

1. As part of an audit as described in the GTCs and for compliance purposes only, SAP may audit any documentation that identifies the dates of sale and delivery of SAP Products, such as invoices, delivery orders, contracts and purchase orders by and between Partner and End User or Partner and an Intermediary. In connection to such audit, Partner shall provide on request to the SAP's Legal Compliance and Integrity Office information about margins anticipated on open opportunities or earned on closed opportunities.

作为 GTC 中所述之审查的一部分，仅出于为确保合规之目的，SAP 会审查合作伙伴与最终用户或合作伙伴与中间商之间往来的能证明 SAP 产品销售及交付的任何文档，如发票、交货单、合同和采购订单。针对此类审查，合作伙伴应按要求向 SAP 合规和诚信办公室提供有关潜在业务机会可带来的预期利润或已达成交易所获取的利润的信息。

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

如果合作伙伴因向最终用户承担保密义务或根据其他适用法律（包括但不限于竞争法等相关法律）要求而无法提供所要求的文档，无论是因书面合同约定还是适用法律要求，合作伙伴均应立即向 SAP 提供不受相关义务约束的书面证据。此外，合作伙伴应立即寻求最终用户的书面同意，解除保密限制，以便 SAP 按计划开展审查活动。如果最终用户拒绝提供书面同意，合作伙伴应 (i) 向 SAP 提供解除保密限制请求的副本和拒绝的书面证明和 (ii) 向 SAP 提供最终用户方面的联系人，方便 SAP 与之探讨拒绝事宜。

## **Article 16 Exceptional Discounts**

### **第 16 条 例外折扣**

1. If Partner requests discounts or pricing deviating from SAP standard partner discount and pricing ("Exceptional Discount(s)"), Partner must provide accurate and truthful information relating to such request, as well as any available documents evidencing the need for the Exceptional Discount request. SAP's decision to offer any Exceptional Discount will be assessed on an individual basis, and will be based upon the truth, accuracy, and completeness of the documentation provided. SAP may decide at any point, in its sole discretion, to reject the request for an Exceptional Discount. Both before and after any Exceptional Discount is granted, Partner must inform SAP immediately if any information relating to or underlying the Exceptional Discount request changes. By accepting an Exceptional Discount, Partner must extend the full Exceptional Discount to the End User in accordance with the Exceptional Discount request as approved by SAP.

如果合作伙伴请求不符合 SAP 标准合作伙伴折扣和定价的折扣或定价（以下简称“例外折扣”），合作伙伴应提供与此类请求有关的准确真实的信息以及任何可证明需要申请例外折扣的文档。SAP 将对合作伙伴的具体情况进行评估并基于所提供文档的真实性、准确性和完整性决定是否提供例外折扣。SAP 可随时自行决定拒绝例外折扣请求。在授予例外折扣前后，一旦与例外折扣请求有关的信息或所依据的信息发生任何变化，合作伙伴均应立即通知 SAP。接受例外折扣后，合作伙伴必须根据 SAP 批准的例外折扣请求，向最终用户提供全部的例外折扣。

2. SAP may audit any Exceptional Discount transactions in accordance with the terms of Article 9 of the GTCs. Upon SAP's request, Partner will promptly provide SAP or the expert with all relevant documentation to enable SAP to verify that all information provided in support of an Exceptional Discount request was truthful and accurate. Such information may include but shall not be limited to invoices, delivery orders, contracts and purchase orders by and between Partner and End User, or Partner and an Intermediary ("the Exceptional Discount Documentation"). Subject to applicable laws, including but not limited to relevant competition laws, Partner hereby waives any objection to i) SAP sharing Exceptional Discount Documentation directly with the End User, notwithstanding the terms of any agreement that would prohibit SAP from doing so, and otherwise communicating (both orally and in writing) with the End User, as SAP deems necessary and appropriate to complete its desired audit relevant to Exceptional Discounts and ii) the End User sharing information on the Exceptional Discount directly with SAP. SAP may invalidate an Exceptional Discount if in respect of such Exceptional Discount, Partner fails to comply with the requirements of this Section 2.

SAP 可根据 GTC 第 9 条的规定审查任何例外折扣交易。若 SAP 要求，合作伙伴应立即向 SAP 或专家提供所有相关文档，支持 SAP 核实为支持例外折扣请求而提供的所有信息是否真实、准确。此类信息包括但不限于合作伙伴与最终用户或合作伙伴与中间商之间往来的发票、交货单、合同和采购订单（以下简称“例外折扣文档”）。受限于适用法律的具体要求，包括但不限于竞争法等相关法律，合作伙伴特此就以下方面放弃任何异议：(i) 在 SAP 认为对完成例外折扣相关审查必要且合适的情况下，直接与最终用户共享例外折扣文档（即使存在禁止 SAP 此类行为的任何协议条款），和以其他方式与最终用户进行口头和书面沟通；(ii) 最终用户直接与 SAP 共享有关例外折扣的信息。就此类例外折扣而言，如果合作伙伴违反本节（第 2 节）规定的要求，SAP 可取消例外折扣。

3. In its contracts with Intermediaries, Partner must require any Intermediary to adhere to the same obligations relevant to Exceptional Discounts as outlined in above Section 2 and this Section 3. SAP must be named a third-party beneficiary to such terms in a contract between Partner and any Intermediaries with the right to enforce such terms itself and independently from Partner against an Intermediary.

在与中间商签订的合同中，合作伙伴应要求中间商同样遵守上述第 2 节和本节（第 3 节）规定的与例外折扣相关的义务。在合作伙伴与中间商签订的合同中，SAP 应作为此类条款的第三方受益人，SAP 应有权不受合作伙伴的约束，自行对中间商执行此类条款。

## **Article 17 Survival**

### **第 17 条 存续**

Article 11 no. 7 (Consequence of Termination), Article 13 no. 4 (Termination for good cause), Article 14 (Extension Option), Article 15 (Audit) and Article 16 (Exceptional Discounts) will survive termination of this Sell Cloud Model.

第 11 条第 7 节（终止的影响）、第 13 条第 4 节（因正常理由终止）、第 14 条（延期选项）、第 15 条（审查）和第 16 条（例外折扣）将在本云销售模式终止之后继续有效。