SAP PartnerEdge

Sell Cloud Specific Terms and Conditions

("Sell Cloud Model")

Sell [销售]云特定条款和条件

（以下简称"Sell云模式"）

Article 1 Definitions and Interpretation
第1条 定义和解释

1. Definitions
定义

"**Cloud EULA**" means the "General Terms and Conditions for SAP Cloud Services (for indirect sales)" which is made available on htttp://www.sap.com/company/legal.

"**云EULA**"是指SAP云服务的一般条款和条件（用于间接销售），详见：htttp://www.sap.com/company/legal。

"**Cloud EULA Acceptance Form**" means the "SAP Cloud Service Schedule (for indirect sales)" which will be provided by SAP on a deal by deal basis.

"**云EULA认可书**"是指"SAP云服务协议（用于间接销售）"，该文件由SAP按交易提供。

"Cloud Service" means any distinct, hosted, supported, and operated on-demand solution provided by SAP under an Order Form.

"云服务"是指SAP根据订购单提供的任何独立的、托管式、受支持且按需运行的解决方案。

"**Discount Letter**" with regard to this Sell Cloud Model means the "SAP PartnerEdge Sell Cloud - Discount Letter" for this 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.

就本Sell云模式而言，"**折扣函**"是指适用于最终用户所在国家/地区的"SAP PartnerEdge, Sell [销售]云：折扣函"，该信函发布在SAP合作伙伴专属网站上或由SAP直接向合作伙伴提供。

"**Price List**" with regard to this Sell Cloud Model means the "Price List for SAP Cloud Channel Partners" for or any other price list provided by SAP under or in connection with this 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.

就本Sell云模式而言，"**价目表**"是指"SAP云渠道合作伙伴价目表"或SAP依据本Sell云模式提供的或与之相关的、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 Program Guide.

"**产品系列**"是指可包含一项或多项SAP软件产品或服务的产品系列，具体详见计划指南。

"**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.

"**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项目指南中详细列明的其他各项要求。

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

就本Sell云模式而言，"**订购单**"是指SAP与合作伙伴为特定最终用户签订的指定云服务和/或服务的任何SAP订购单，其中包括最终用户、定价、订阅期限的相关信息以及购买和向最终用户交付云服务和/或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。

"**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, offered and contracted by SAP directly with End User, and that are not available for reselling by SAP partners.

"**SAP高级服务**"是指SAP高级专属顾问服务（详见 http://www.sap.com/servicedescriptions），以服务订购单生效当日公示版本为准，此类服务由SAP直接向最终用户提供并签订合同，且不可由SAP合作伙伴进行转售。

"**Sell Authorization**" means that Partner needs to meet specific training and qualification requirements for the SAP 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.

"**Sell授权**"是指对于合作伙伴希望转售订阅的"按需"或"云"产品系列中所包含的SAP托管式按需云产品或服务，合作伙伴需满足该等产品或服务特定的培训及资质要求，具体详见PartnerEdge计划指南中的详细规定。

"**Services**" with regard to this Sell Cloud Model means implementation, configuration, onboarding, adoption, optimization, training, enablement, product guidance, case management, managed services and other similar supplemental services related to a Cloud Service performed by a member of the SAP Group or any of its subcontractors, if permitted, that are listed on the Price List (or any other pricing document 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) as available for reselling by authorized SAP resellers and will be further described in an applicable Order Form or statement of work entered into by Partner and SAP.

就本Sell云模式而言，"**服务**"是指由SAP集团成员或其任何分包商执行的云服务的实施、配置、启用、采用、优化、培训、支持、产品指导、工单管理、管理服务以及其他类似补充服务，如允许，这些服务在价目表（或由SAP在合作伙伴专属网站上发布的或由SAP直接提供给合作伙伴的、适用于最终用户所在国家/地区的任何其他定价文件）中列出，供SAP的授权经销商进行转售，具体的服务将在合作伙伴与SAP签订的适用订购单或工作说明书中予以说明。

"**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与最终用户签订的、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。

"**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 on http://www.sap.com/company/legal.

"**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中有关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，详见：http://www.sap.com/company/legal。

"Usage Metric" means the standard of measurement for determining the permitted use and calculating the fees due for a Cloud Services 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使用并据其计算应付费用的衡量标准。

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Sell云模式中未定义的所有术语应适用协议其他部分赋予该等术语的含义。

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

   本Sell云模式中使用的标题仅供参考，解释本Sell云模式时可以忽略。

4. 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Sell云模式中凡提及任何已定义文件之处，均指该文件不时经修订、变更、更新或补充后的版本。

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 I. **Article 2 Engagement Model**

第2条 合作模式

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 right to resell subscriptions 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).

   在合作伙伴初次满足项目要求且在本Sell云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Sell云协议中所定义）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的订阅。

2. If Partner is authorized to resell subscriptions for certain Cloud Services hereunder, Partner may resell Services for the Cloud Services purchased from SAP 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).

   如合作伙伴经授权可转售本协议项下的特定云服务的订阅，则合作伙伴可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）内的最终用户转售自SAP处购买的云服务。

3. Partner is solely responsible for accurately and completely representing the Cloud Services and Services resold hereunder. 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 Cloud Services, Services, 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和服务。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所有陈述和保证的质量、可靠性和准确性承担全部经济和法律责任。合作伙伴须就云服务、服务、文档和其他SAP材料的所有权，对SAP集团及其许可方给予适当署名。

4. Partner will be solely responsible for setting its own prices vis-à-vis the End User for the reselling of the Cloud Services and the Services.

   合作伙伴全权负责制定自己向最终用户转售云服务和服务的价格。

5. SAP Premium Services

   SAP高级服务

a) Where Partner orders Services under an Order Form with SAP, and those Services are only available on the Price List together with SAP Premium Services, Partner acknowledges and agrees that End User will need to conclude a separate Services Order Form directly with SAP for the SAP Premium Services, and SAP shall contact the End User directly for such purpose.

   若合作伙伴根据与SAP签订的订购单订购服务，且这些服务仅在价目表中与SAP高级服务一同提供，则合作伙伴确认并同意，最终用户需要就SAP高级服务直接与SAP签订单独的服务订购单，且SAP应出于此类目的直接联系最终用户。

b) Prior to the execution of the Order Form for the Services and Cloud Services (if any), Partner agrees to notify End User in writing that:

   在签署服务和云服务（如有）订购单之前，合作伙伴同意以书面形式通知最终用户以下事项：

   i. Partner shall facilitate the introduction and sharing of relevant End User business contact information with SAP as necessary for this purpose;

      合作伙伴应出于此目的，根据需要协助向SAP介绍和共享相关最终用户的业务联系信息；

   ii. in connection with the purchase of the Services and Cloud Services (if any), End User shall be required to sign a separate Services Order Form with SAP for the SAP Premium Services;

      购买服务和云服务（如有）时，最终用户应与SAP就SAP高级服务另行签署服务订购单；

   iii. SAP will not deliver any SAP Premium Services to End User until SAP has received End User's duly signed Services Order Form.

      在收到最终用户正式签署的服务订购单之前，SAP不得向最终用户提供任何SAP高级服务。

c) Partner must ensure that each End User's business contact consents to the processing of their personal data by SAP for the purposes of this Article 2 no.5.

   合作伙伴必须确保每位最终用户的业务联系人同意SAP依据第2条第5款的规定处理其个人数据。

Article II. Article 3 Specific Order Processes and Requirements

第3条 具体的订购流程和要求

2. For ordering Cloud Services and, if applicable, Services from SAP, Partner must submit to SAP an Order Form and the related Cloud EULA Acceptance Form based on SAP'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, Service or both. Where applicable, Partner agrees to use the electronic means provided by SAP for placing orders.

为向SAP订购云服务和其他适用服务，合作伙伴必须提交一份基于SAP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和/或服务的任何届时有效的订购流程。若适用，合作伙伴同意使用SAP提供的电子方式进行订购。

3. With regard to each order for Cloud Services, Services or both for an End User, Partner must provide SAP with:

就针对最终用户的每份云服务和/或服务订单而言，合作伙伴必须向SAP提供：

a) the name and address of the End User for whom the Cloud Services, Services or both are being ordered;

订购云服务和/或服务的最终用户的名称和地址；

b) details of the Cloud Services, Services or both 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和/或服务的详细信息，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 SAP in any then-current order process for the specific Cloud Services, Services or both.

SAP在针对特定云服务和/或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。

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

订单一经合作伙伴提交给SAP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SAP接受为准，SAP通过订购流程交付相关云服务或者发送就合作伙伴的云服务和/或服务订单开具的发票（以先发生者为准）即为接受订单。

5. SAP reserves the right to reject an order for Cloud Services, Services or both, at its sole discretion, especially, without limitation, if SAP reasonably believes that SAP's Intellectual Property Rights may not be respected by the End User or the End User is a direct competitor of SAP.

SAP保留自行决定拒绝云服务和/或服务订单的权利，尤其（包括但不限于）在下列情形下：SAP有合理理由认为最终用户可能会侵犯到SAP的知识产权或者最终用户是SAP的直接竞争对手。

6. Prior to submitting any Order Form to SAP, Partner must have obtained a legally binding written commitment from its End User to purchase the Cloud Services in the Usage Metrics and quantities outlined in the Order Form (the "**End User Commitment**"). The End User Commitment shall include details of the fees payable by End User to Partner for the SAP Cloud Services and the subscription term agreed between Partner and End User. The End User Commitment shall segregate fees payable by End User for the SAP Cloud Services from any other fees payable by End User for any non-SAP products or services.

在向SAP提交任何订购单之前，合作伙伴必须已从其最终用户处获得具有法律约束力的书面承诺，即承诺按照订购单中规定的使用指标和数量购买云服务（以下简称"**最终用户承诺书**"）。"最终用户承诺书"须包含最终用户就SAP云服务应向合作伙伴支付的费用明细，以及合作伙伴与最终用户之间约定的订阅期限。"最终用户承诺书"中须将最终用户就SAP云服务应支付的费用，与最终用户就任何非SAP产品或服务应支付的任何费用区分开来。

7. Upon SAP's request, Partner shall promptly provide the End User Commitment to SAP solely for the purpose of enabling SAP to review such End User Commitment for compliance purposes. Pricing information in the End User Commitment shall constitute Partner Confidential Information and will only be shared with and within SAP's Office of Ethics & Compliance and must therefore only be provided to members of the OEC as identified by SAP. SAP's Office of Ethics & Compliance may further share Partner Confidential Information strictly on a need-to-know basis, as determined by the OEC. Partner must ensure that each End User has agreed in advance to the sharing of the End User Commitment by Partner with SAP for such purposes.

应SAP要求，合作伙伴应及时向SAP提供"最终用户承诺书"，且仅限用于供SAP出于合规目的对该等最终用户承诺书进行审查。"最终用户承诺书"中的定价信息应构成合作伙伴保密信息，仅可在SAP Office of Ethics & Compliance (OEC)内部共享，因此只能提供给SAP指定的OEC成员。 SAP Office of Ethics & Compliance可在OEC确定的范围内，严格遵循需者方知的原则，进一步共享合作伙伴保密信息。合作伙伴必须确保每位最终用户事先已同意合作伙伴出于上述目的与SAP共享"最终用户承诺书"。

Article III. Article 4 Changes to Usage Metric

第4条 使用指标的变更

1. Increasing Usage Metric

增加使用指标

Partner may purchase an increase to a Usage Metric at any time during the Initial Term or a Renewal Term of any Cloud Service by executing an addendum to the original Order Form or an additional Order Form which will become an integral part of the original Order Form. The term of the additional Usage Metric set out in the addendum or additional Order Form will be coterminous with the then-current Initial Term or Renewal Term of the relevant Cloud Service set forth in the original Order Form, irrespective of the effective date of the addendum or additional Order Form. The fees for the increase to a Usage Metric will be prorated accordingly to reflect the remaining period of then-current Initial Term or Renewal Term of the relevant Cloud Service. Any increase to a Usage Metric during the Initial Term or any Renewal Term of a Cloud Service will continue to apply for Renewal Terms of such Cloud Service, except as otherwise terminated or reduced according to Article 11 no. 4 (Termination for convenience).

在任何云服务的初始期限或续订期限内，合作伙伴可以通过签署原始订购单之附录或附加订购单的形式增加所购使用指标的数量，该等附录或附加订购单应作为原始订购单不可或缺的一部分。附录或附加订购单无论何时生效，其中规定的额外使用指标的期限应与原始订购单中规定的相关云服务届时有效的初始期限或续订期限相同。增加的使用指标的费用应按体现相关云服务届时有效的初始期限或续订期限的剩余时间的比例相应计算。在云服务初始期限或任何续订期限内增加的任何数量的使用指标将继续适用于此类云服务的续订期，除非依照第11条第4款（任意终止）的规定另行终止或减少。

2. Reducing Usage Metric

减少使用指标

During the Initial Term or any Renewal Term of a Cloud Service, Partner is not entitled to reduce the Usage Metric set forth in an Order Form as originally executed, as increased as set out in this Article 4 no. 1 (Increasing Usage Metric) or as increased due to overuse as set out in this Article 4 no. 3 (Overuse of Usage Metric) or claim any reduction of the fees payable for a Cloud Service. For clarification purposes, this means that Partner is not entitled to reduce the fees during the Initial Term or any Renewal Term of a Cloud Service even if, inter alia:

在云服务初始期限或任何续订期限内，合作伙伴无权减少最初签署的订购单中规定的、依据本第4条第1款（增加使用指标）中的规定增加的或者本第4条第3款（使用指标的超范围使用）中规定的因超范围使用增加的使用指标，或者减少云服务的任何应付费用。为免疑义，这意味着，即使发生以下情形，合作伙伴也无权减少云服务初始期限或任何续订期限内的费用：

a) the End User uses less than the Usage Metric purchased by Partner for such End User;

最终用户所用的使用指标少于合作伙伴为其购买的使用指标数量；

b) the End User does not pay Partner the fee unless Partner terminated the relevant Order Form in accordance with Article 11 no. 5 (Termination in case of End User Insolvency);

最终用户未向合作伙伴支付费用，除非合作伙伴依据第11条第5款（因最终用户破产而终止）的规定终止相关订购单；

c) the End User breaches or terminates its contract with the Partner; or

最终用户违反或终止与合作伙伴签订的合同；或者

d) other disagreements or discrepancies arise in the relationship between Partner and End User.

合作伙伴与最终用户之间产生其他分歧或矛盾。

3. Overuse of Usage Metric

使用指标的超范围使用

SAP will inform Partner about any actual use by End User in excess of the Usage Metric stated in the Order Form. In the event SAP becomes aware that (i) Partner underpaid any fees to SAP and/or (ii) End User has used a Cloud Service in excess of the Usage Metric stated in the Order Form, SAP may immediately invoice and Partner must pay such underpaid fees and/or the fees for such excess of the Usage Metric based on the applicable fees set forth in the Order Form, and Partner must execute an addendum to the original Order Form or an additional Order Form to document the required purchase of any additional Usage Metric, which will become an integral part of the original Order Form. Such fees shall accrue from the date the excess use began. The term of the additional Usage Metric set out in the addendum or additional Order Form will be coterminous with the then-current Initial Term or Renewal Term of the relevant Cloud Service set forth in the original Order Form, irrespective of the effective date of the addendum or additional Order Form. The fees for the additional Usage Metric will be prorated accordingly to reflect the remaining period of then-current Initial Term or Renewal Term of the relevant Cloud Service. Any additional Usage Metric purchased during the Initial Term or any Renewal Term of a Cloud Service will continue to apply for Renewal Terms of such Cloud Service, except as otherwise terminated or reduced according to Article 11 no. 4 (Termination for convenience).

SAP应就最终用户的实际使用数量超出订购单中规定的使用指标数量的情况告知合作伙伴。若SAP发现 (i) 合作伙伴未足额支付SAP任何费用和/或 (ii) 最终用户对云服务的使用已超过订购单中规定的使用指标，则SAP可立即开具发票，且合作伙伴须支付此类未足额支付的费用和/或根据订购单中规定的适用费用支付此类超出使用指标的费用。此外，合作伙伴必须签署原始订购单之附录或附加订购单，以记录所需购买的任何额外的使用指标数量，该等附录或附加订购单应作为原始订购单不可或缺的一部分。此类费用自超出数量的使用开始之日起产生。附录或附加订购单无论何时生效，其中规定的额外使用指标的期限应与原始订购单中规定的相关云服务届时有效的初始期限或续订期限相同。额外使用指标的费用应按体现相关云服务届时有效的初始期限或续订期限的剩余时间的比例相应计算。在云服务初始期限或任何续订期限内购买的任何额外使用指标将继续适用于此类云服务的续订期，除非依照第11条第4款（任意终止）的规定另行终止或减少。

Article IV. Article 5 Delivery of Cloud Services and other Services

第5条 云服务和其他服务的交付

1. After acceptance of an order, SAP 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 SAP makes such Cloud Services generally available in the Territory to the relevant End User on behalf of Partner ("**Delivery of Cloud Services**"). After acceptance of an order, SAP will provide Services as described in the applicable Documentation, Price List, Order Form or statement of work entered into by Partner and SAP to the relevant End User on behalf of Partner ("**Delivery of Services**"). The Delivery of Cloud Services and the Delivery of Services together are hereafter referred to as "**Delivery**".

在接受订单之后，SAP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**"）。在接受订单之后，SAP将代表合作伙伴向相关最终用户提供相关文档、价目表以及与合作伙伴签订的订购单或工作说明书中规定的服务（"**服务的交付**"）。云服务的交付与服务的交付于下文统称为"**交付**"。

2. With regard to the features, quality and functionality of the Cloud Services, the product description in the Order Form, Documentation and the Price List is solely decisive. With regard to the features, quality and functionality of the Services the description in the Documentation, Price List, Order Form or statement of work entered into by Partner and SAP is solely decisive.

云服务的特性、质量和功能完全由订购单、文档和价目表中的产品描述决定。服务的特性、质量和功能完全由文档、价目表，以及合作伙伴与SAP签订的订购单或工作说明书中的相关描述决定。

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 SAP or any other member of the SAP Group, including any roadmaps, with respect to future functionality or features.

合作伙伴同意，其对任何云服务订阅的购买不以任何未来功能或特性的交付为条件，也不以SAP或SAP集团的任何其他成员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。

4. SAP will be entitled to suspend the delivery of any or all SAP Products to Partner or End User or both as further set out in this Sell Cloud Model as well as the PartnerEdge GTCs.

如本Sell云模式和PartnerEdge GTC中所详述，SAP有权停止向合作伙伴和/或最终用户交付任何或所有SAP产品。

Article V. Article 6 Fee for Cloud Services and other Services

第6条 云服务和其他服务的费用

1. Payment and invoicing of fees

费用支付和开票

a) The general calculation basis for the fees for the Cloud Services and Services is stipulated in the Price List (or, in case of Services, any other pricing document 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) and the applicable Discount Letter, and will be specified in each Order Form or, in case of Services, may also be specified in a statement of work.

云服务和服务费用的通用计算基数在价目表（对于服务而言，在SAP合作伙伴专属网站上发布的或者直接提供给合作伙伴的、适用于最终用户所在国家/地区的任何其他定价文档）和适用折扣函中予以规定，并将在各个订购单中予以注明（对于服务而言，也可在工作说明书中予以注明）。

b) In consideration of the Delivery of Cloud Services, Partner will pay to SAP the fee for the Cloud Services ordered for any End User as set out in the corresponding Order Form. The fees will be invoiced annually in advance after the Order Form Effective Date, except as otherwise set forth in an applicable Order Form.

鉴于交付云服务，合作伙伴应根据相应的订购单的规定向SAP支付为任何最终用户订购的云服务的费用。除非适用订购单中另有规定，否则费用将在订购单生效日期之后按年提前开具发票。

c) In consideration of the Delivery of Services, Partner will pay to SAP the fee for the Services ordered for any End User as set out in the corresponding Order Form or statement of work. The fee for the Services as set out in an Order Form or statement of work will be invoiced in accordance with the payment terms set forth in the applicable Order Form or statement of work.

鉴于交付服务，合作伙伴应根据相应的订购单或工作说明书的规定向SAP支付为任何最终用户订购的服务的费用。订购单或工作说明书中规定的服务费用应根据适用订购单或工作说明书中规定的付款条款开具发票。

d) If Partner fails to pay any fee or other amount payable by it on its due date, SAP may at its sole discretion, suspend End User's ability to access the Cloud Services, stop providing Services or both.

如合作伙伴未按期支付应付的任何费用或其他款项，SAP可自行决定暂停最终用户对云服务的访问权限和/或停止提供服务。

2. Fee Increase

费用上调

Except where agreed otherwise in the respective Order Form, the following rules apply to fee increases:

除非相应订购单中另有约定，否则以下规则适用于费用上调：

a) SAP agrees that the fee for a Cloud Service will remain unchanged for the Initial Term.

SAP同意，云服务的费用在初始期限内保持不变。

b) SAP reserves the right to increase Cloud Services fees prior to the beginning of each Renewal Term upon three months' prior notice to Partner ("**Fee Increase**"). In case of a Fee Increase, Partner may terminate any affected Cloud Service by giving one month's prior written notice to the effective date of the Fee Increase.

SAP保留在提前三（3）个月向合作伙伴发出通知后，在每个续订期限开始前上调云服务费用的权利（以下简称"**费用上调**"）。如进行费用上调，合作伙伴可以通过在费用上调生效日期前一个月发送书面通知的形式终止任何受影响的云服务。

c) The first Fee Increase must not exceed the percentage by which the Index as defined in Part 2 – Article 9 (Index) of the PartnerEdge GTCs has increased (calculated on a cumulative year-over-year basis) compared to the value of the Index as of the Order Form Effective Date. Any subsequent Fee Increase will be limited to the percentage by which the Index has increased (calculated on a cumulative year-over-year basis) compared to the value of the Index that was used as the basis for the last prior fee increase for a Cloud Service. If the Index ceases to be existent, SAP may choose to replace the Index by applying a reasonably equivalent price index as published by any governmental agency or non-partner agency ("**Replacement Index**"). SAP will inform Partner of a change to a Replacement Index in writing. Partner may terminate any affected Cloud Service by giving one month's prior notice to the effective date of a Fee Increase based on a Replacement Index.

首次费用上调不得超出相较于自订购单生效之日起指数（见PartnerEdge GTC中第二部分第9条（指数）中的定义）值所增加的百分比（以与去年同期相比的累计值计算）。任何后续费用上调幅度均不得超过该指数相较于上一次云服务费用上调所依据的指数数值的增长百分比（以与去年同期相比的累计值计算）。若该指数不复存在，SAP可选择使用任何政府机构或非合作伙伴机构发布的某个合理等效的价格指数来替代该指数（以下简称"**替代指数**"）。变更为替代指数时，SAP应以书面形式告知合作伙伴。合作伙伴可以在基于替代指数的费用上调生效日期前一个月，通过发送通知的形式终止任何受影响的云服务。

Not raising any fee for a Cloud Service in a given year is not a waiver of SAP's right to do so.

在指定年度内不上调云服务的任何费用不构成SAP对该项权利的放弃。

3. Other Expenses

其他费用

Partner will reimburse SAP for all reasonable, pre-approved (by Partner in writing) travel and related expenses incurred by SAP in performing any support or Services under or in connection with this Agreement.

合作伙伴应补偿SAP在执行本协议下的或与本协议有关的任何支持或服务所产生的所有预先批准（由合作伙伴书面批准）的合理差旅及相关费用。

4. Service Level Credits

服务水平抵免

Partner must notify SAP in writing within seven days of receipt of any service level claim made by an End User. If SAP is required to pay service level credits due to SAP not meeting its system availability as further set out in the Cloud EULA Acceptance Form or the Cloud EULA with the affected End User, SAP will issue those service level credits to Partner in the next quarterly invoice. Partner must forward the service level credits issued by SAP to the End User immediately without deduction. Service level credits will be calculated based on the non-discounted subscription fees set out in the Order Form.

合作伙伴应在收到最终用户提出的任何服务水平索赔后的七日内书面告知SAP。如因SAP的系统未达到可用性要求（见云EULA认可书或云EULA的进一步规定）而要求SAP向受影响的最终用户支付服务水平抵免，SAP应在下一季度开具的发票中发放此类服务水平抵免。合作伙伴应及时将SAP发放的服务水平抵免全额转交给最终用户。服务水平抵免将基于订购单中所列的无折扣订阅费进行计算。

5. Switching Right

切换权利

a) This Section applies to Cloud Services where all of the following conditions are met:

本节适用于同时满足以下所有条件的云服务：

iv. End User's address as set forth in the applicable Order Form is located in the European Union;

最终用户地址如适用订购单所载，位于欧盟境内；

v. Partner subscribed for the benefit of End User to such Cloud Services under an Order Form executed on or after September 1st, 2025; and

合作伙伴根据2025年9月1日或之后签署的订购单，为最终用户订阅了此类云服务；以及

vi. SAP identifies such Cloud Services as "Public Cloud" Cloud Services on https://www.sap.com/eu-data-act

SAP在https://www.sap.com/eu-data-act上将此类云服务标识为"公有云"云服务

Under these conditions, Partner may exercise for the benefit of End User the switching right granted by EU Regulation 2023/2854 (the "**Data Act**"), in accordance with this Article 6 (Fee for Cloud Services and other Services) no. 5 b) to d) (the "**Switching Right**").

在这些条件下，合作伙伴可依据第6条（云服务及其他服务的费用）第5款b)至d)项的规定，为最终用户行使欧盟条例2023/2854（以下简称"**数据法案**"）授予的切换权利（以下简称"**切换权利**"）。

b) Switching Procedure. To initiate a switch under the Data Act, Partner and SAP will follow the procedure outlined below:

切换流程。为根据《数据法案》启动切换，合作伙伴和SAP需遵循以下流程：

i. Partner shall give SAP 2 months' advance written notice of the Cloud Service(s) in specific Order Forms that End User wishes to initiate a switch to an alternative data processing service provider covering the same service type, an on-premise ICT infrastructure or erase its exportable data and digital assets ("Switched Service(s)");

合作伙伴应提前两（2）个月向SAP发送书面通知，说明最终用户希望将特定订购单中的云服务切换至提供同类服务的其他数据处理服务商、迁移至本地ICT基础架构，或清除其可导出的数据及数字资产（以下简称"切换服务"）；

ii. The switching period will begin on the date following the end of the notice period and will end 30 days thereafter ("Switching End Date"). Upon 1 month's written notice to SAP, Partner may postpone the Switching End Date in accordance with the Data Act.

切换期应自通知期届满之次日起算，并于该日后三十（30）日终止（以下简称"切换截止日"）。在提前一（1）个月向SAP发出书面通知后，合作伙伴可依据《数据法案》推迟切换截止日。

iii. SAP will terminate the Switched Service(s) on the Switching End Date and provide notice of the same;

SAP将在切换截止日终止切换服务，并就此发出相应通知；

iv. Partner shall pay SAP 60% of the fees due for the Switched Service(s) under the respective Order Forms for the period from the Switching End Date to the end of the Subscription Term; and

合作伙伴应向SAP支付自切换截止日至订阅期结束期间相应订购单项下百分之六十（60%）的应付切换服务费用；以及

v. Where Partner for the benefit of End User does not exercise the Switching Right for all the Cloud Services under an Order Form, the parties will enter into a revised Order Form to adjust the pricing for any Cloud Services that continue ("Continuing Services"), in accordance with Article 6 (Fee for Cloud Services and other Services) no. 5 c) below.

如合作伙伴未代表最终用户对订购单中列出的所有云服务行使切换权利，双方将根据下文第6条（云服务及其他服务的费用）第5c)款的规定签署经修订的订购单，以调整任何继续使用的云服务（以下简称"续用服务"）的定价。

c) Fee Adjustment for Continuing Services

续用服务之费用调整

i. The then current fees for the Continuing Services will be increased by the Increase Percent. "Increase Percent" will be calculated as follows:

续用服务届时有效的费用将按增长百分比上调。"增长百分比"的计算方法如下：

ii. Increase Percent = 40% x (Total Fee for the Switched Services / Total Net Fee as defined in the applicable Order Form). Any fee adjustment shall apply from the Switching End Date and shall not exceed SAP's then current list price for the Continuing Services.

增长百分比 = 40% x（切换服务总费用/适用订购单中定义的净费用总额）。任何费用调整应自切换截止日起适用，且不得超过SAP关于续用服务的届时有效的列表价。

d) Exclusions. Notwithstanding anything to the contrary, Partner shall not allow End User to exercise this Switching Right:

排除情况。尽管有任何相反的规定，合作伙伴在以下情形下不得允许最终用户行使此切换权利：

i. For Cloud Services initially subscribed to prior to September 1st, 2025, where an Order Form executed after that date functions to restate or modify the Usage Metric / Volume of the Cloud Service;

对于在2025年9月1日之前首次订阅的云服务，如在该日期之后签署的订购单旨在重申或修改云服务的使用指标/数量；

ii. to partially terminate a Cloud Service;

部分终止云服务；

iii. if the Data Act is repealed, in which case the Switching Right will no longer apply;

若《数据法案》被废除，在这种情况下，切换权利将不再适用；

iv. during any period in which the Data Act is suspended or its application delayed, in which case the Switching Right shall be unavailable for the duration of such delay or suspension; or

在《数据法案》暂停实行或延迟实施的任何期间，切换权利在此类延迟或暂停期间亦不可行使；或者

v. in the event the Data Act is amended in a manner that removes or materially limits End User's right to switch, in which case the Switching Right shall cease to apply under this Agreement.

如《数据法案》经修订，以某种方式取消或实质性限制最终用户的切换权利，在此情况下，切换权利不再适用于本协议。

e) Partner will pass on to the End User the terms of this Article 6 (Fee for Cloud Services and other Services) no. 5.

合作伙伴应将本第6条（云服务和其他服务的费用）第5 款中的条款传达给最终用户。

Article VI. Article 7 Tax

第7条 税款

1. Each Party will be responsible for the payment of its own taxes.

各方各自负责支付己方税款。

2. All taxes based on income that are imposed, or may be imposed, by any federal, state or local government entities for payments received under or in connection with any part of this Agreement will be borne by the recipient of the payment ("**Recipient**").

就本协议项下或与本协议任何部分相关的收款，任何联邦、州或地方政府实体征收或可能征收的一切所得税，均由该付款接收方（以下简称"**收款方**"）承担。

3. If the Party making such payments ("**Payer**") is required by law to withhold income or corporation tax or a similar tax ("**Withholding Tax**") from any gross payment to the Recipient under or in connection with any part of this Agreement, Payer will be entitled to withhold or deduct such tax from the gross amount to be paid if and to the extent that the Recipient may offset the withholding income and corporate tax liabilities according to the law the country of residence of the Recipient against its income or corporate tax liabilities. However, Payer must use all endeavours to reduce any such withholding payable to the lowest possible rate subject to compliance with all applicable laws and double taxation treaties. Recipient will cooperate with Payer to the extent that is necessary to apply for such reduction, especially by, but not limited to, providing necessary forms to Payer or the relevant tax authority. Otherwise, Payer is entitled to withhold tax at standard rates according to the relevant laws. The Payer will in the case of any withholding of any Withholding Tax provide to the Recipient a receipt from the relevant tax authority to which such Withholding Tax has been paid. In case the Recipient under or in connection with any part of this Agreement is not entitled to offset the withholding income and corporate tax liability according to the law of the country of residence, Recipient and Payer will mutually agree in writing whether the Payer will be entitled to withhold taxes on account of the Recipient from the contractually agreed payments. The fact that such offset is not possible (or not possible in a specific year) must be notified by Recipient to the Payer.

如进行此类付款的一方（以下简称"**付款方**"）依法须就根据本协议任何部分或与之相关的、向收款方支付的任何款项总额预扣所得税、企业所得税或类似税种（以下简称"**预扣税**"），则在收款方可以依据所在国家/地区的法律规定，以其被扣缴的所得税及企业所得税款抵扣其自身所得税或企业所得税款的前提下，付款方有权从该应付总额中相应扣缴或扣除该等税款。但付款方在遵循所有适用法律和双边税收协定的前提下，必须尽一切努力将任何此类应付预扣税降低至尽可能最低的比率。收款方应在申请降低预扣税所需范围内配合付款方，特别是（但不限于）向付款方或相关税务机关提供必要的表单文件。否则，付款方有权根据相关法律按标准税率预扣税款。在预扣任何预扣税款的情况下，付款方将向收款方提供相关税务机关开具的已经支付预扣税的收据。若本协议项下的或与本协议任何部分有关的收款方无权依据所在国家/地区的法律规定抵扣预扣税和企业所得税，则收款方和付款方双方将以书面形式约定，付款方是否有权为收款方从合同约定的付款中预扣税款。若无法执行（或在特定年份无法执行）此类抵扣，收款方须告知付款方。

4. All other taxes or charges of any kind (including but not limited to, customs duties, tariffs, excise, gross receipts, sales and use and value added tax) except income tax or corporation tax (or similar taxes) will be borne by the Payer. Partner must communicate to SAP its VAT or GST identification number(s) attributed by the country where Partner has established its business. SAP shall consider the Cloud Services and Services resold or provided under or in connection with this Agreement to be for Partner's business operations and provided to the location(s) of the Partner in accordance with the provided VAT or GST identification number(s). If any such tax or duty has to be withheld or deducted from any payment under or in connection with any part of this Agreement, Payer must increase payment under or in connection with any part of this Agreement by such amount to ensure that after such withholding or deduction, Recipient has received an amount equal to the payment otherwise required. Any applicable direct pay permits or valid tax-exempt certificates must be provided to SAP prior to the execution of the Sell Cloud Schedule.

除所得税或企业所得税（或类似税种）外，所有其他各类税费（包括但不限于关税、进口税、消费税、总收入税、销售税、使用税及增值税）均由付款方承担。合作伙伴必须将其业务所在国家/地区分配的VAT或GST识别号告知SAP。SAP应将依据本协议转售或提供的或者与本协议有关的云服务和服务视为用于合作伙伴的业务运营，并根据所提供的VAT或GST识别号将云服务和服务提供给合作伙伴所在地点。若任何此类税款或关税应从本协议项下的或与本协议有关的任何付款中预扣或扣除，则付款方应在本协议项下的或与本协议有关的付款金额基础上增加此类金额，从而确保在预扣或扣除之后，收款方还能收到与应付款相等的金额。签署Sell [销售]云协议前，必须向SAP提交任何适用的直接支付许可或有效免税证明。

Article VII. Article 8 License
第8条 许可

1. Use rights for the Cloud Services that Partner orders from SAP for a specific End User will be granted directly by SAP as owner or licensee of the Intellectual Property Rights to the End User via the Cloud EULA Acceptance Form, the Cloud EULA and the Supplemental Terms. Any service level agreement offered by SAP 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SAP订购的云服务的使用权利将由SAP作为知识产权的所有者和许可方直接通过云EULA认可书、云EULA和补充条款直接授予该最终用户。SAP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:

合作伙伴必须明确告知每位最终用户，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, the Documentation and the Supplemental Terms;

云服务的使用受云EULA认可书、云EULA、文档和补充条款的条款和条件的约束；

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

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

c) SAP has the right not to grant a license as long as any of the adverse conditions as set out in this Article 8 (License) no. 5 to 7 is present.

当出现与第8条（许可）第5 - 7款的规定相反的情形时，SAP有权不授予许可。

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认可书的人员经正式授权代表最终用户，且具有完全的法律行为能力，能够合法约束该最终用户。

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. SAP 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, SAP 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订购云服务的最终用户签署的云EULA认可书。SAP将在下单流程中提供相应功能，支持将已签署的云EULA认可书副本随订单一并附加、上传或以其他方式提交。若相关最终用户所在的国家/地区有要求，SAP将提供一个邮寄地址，最终用户须将其签署的云EULA认可书原件寄送至该地址。

5. Partner is prohibited from making any changes to the Cloud EULA Acceptance Form, the Cloud EULA and the Supplemental Terms but may have to insert certain additionally required information into the Cloud EULA Acceptance Form. Partner must further ensure that End User does not change the Cloud EULA Acceptance Form, the Cloud EULA and the Supplemental Terms.

合作伙伴不得对云EULA认可书、云EULA和补充条款的内容作任何更改，但可以在云EULA认可书中插入额外要求的特定信息。合作伙伴还必须确保最终用户不会更改云EULA认可书、云EULA和补充条款的内容。

6. If the relevant End User has not duly signed the Cloud EULA Acceptance Form or if the content of the Cloud EULA Acceptance Form, the Cloud EULA or the Supplemental Terms was unduly changed or is incomplete, SAP will not accept the corresponding order for Cloud Services, Services or both for such End User and will, thus, not provide any access to the Cloud Services and/or provide any Services. Partner will indemnify SAP against any and all losses, actions, claims, expenses, demands and liabilities which may be incurred by or made against SAP if the Cloud EULA Acceptance Form, the Cloud EULA and/or the Supplemental Terms were unduly changed or are incomplete.

若相关最终用户未有效签署云EULA认可书，或云EULA认可书、云EULA或补充条款的内容被不当变更或内容不完整，则SAP将不予接受该最终用户的相应云服务和/或服务订单，同时不会提供任何云服务的访问权限和/或提供任何服务。如云EULA认可书、云EULA和/或补充条款被不当更改或内容不完整，由此导致SAP遭受或面临任何及一切损失、诉讼、索赔、费用、请求及法律责任，合作伙伴应就此对SAP承担全部赔偿义务。

7. SAP's obligation to grant license rights to an End User is suspended where and for as long as certain adverse conditions are present as provided for in Article 6 (SAP's obligation to deliver) of Part 1 of the PartnerEdge GTCs.

当出现与PartnerEdge GTC第一部分第6条（SAP的交付义务）的规定相反的情形时，SAP将暂停履行向最终用户授予许可权的义务。

Article VIII. Article 9 Modification to Cloud Services

第9条 对云服务的修改

SAP may change the Cloud Services at any time. If such changes to the Cloud Services materially diminish the functionality of the Cloud Service, Article 12 (Changes to Terms) of Part 1 of the PartnerEdge GTCs applies analogously, with the consequence that Partner may terminate the subscription for the affected Cloud Service for any or all affected End Users but not the affected part of the Agreement. The notification by SAP of such change can be undertaken in writing, via email, electronic notification service or any other documented form.

SAP可随时更改云服务。若对云服务的此类变更实质上削弱了云服务功能，则PartnerEdge GTC第一部分第12条（条款变更）的规定同样适用，其后果是合作伙伴可以就任何或所有受影响的最终用户终止受影响云服务的订阅，但不得终止协议的受影响部分。SAP的此类变更通知可以通过电子邮件、电子通知服务或任何其他规定的形式以书面形式发送。

Article IX. Article 10 Maintenance Services

第10条 维护服务

1. A description of the technical support SAP will provide for the Cloud Services is set forth in the Cloud EULA Acceptance Form or the Cloud EULA and the Supplemental Terms ("**Maintenance Services**"). Maintenance Services form an integral part of the Cloud Services irrespective of whether they are included in the subscription fee for Cloud Services or set out separately in the Order Form. For an additional fee, SAP may offer additional support services for Cloud Services as Maintenance Services. The terms and conditions for Cloud Services set out in this Sell Cloud Model will apply to Maintenance Services even if these are set out separately in the Order Form, including, without limitation, Article 4 (Changes to Usage Metric), Article 6 no. 1 (Payment and invoicing of fees), Article 6 no., 2 (Fee Increase) and Article 11 (Term and Termination of Cloud Services and other Services).

有关SAP提供的云服务技术支持的说明详见云EULA认可书或云EULA以及补充条款（以下简称"**维护服务**"）。不管维护服务是包含在云服务订阅费中还是在订购单中单独列明，维护服务均为云服务不可或缺的一部分。在支付额外费用后，SAP可针对云服务提供额外的支持服务作为维护服务。本Sell云模式中规定的云服务条款和条件适用于维护服务，即使这些维护服务在订购单中单独列出，这些条款和条件包括但不限于第4条（使用指标的变更）、第6条第1款（费用支付和开票）、第6条第2款（费用上调）和第11条（云服务和其他服务的期限和终止）。

2. To the extent the applicable support description is published on an SAP website, as identified in the Cloud EULA Acceptance Form or the Cloud EULA, SAP may update such support description in its sole discretion. If SAP's changes to the Cloud Services' technical support materially degrade the level of technical support services, Article 12 (Changes to Terms) of Part 1 of the PartnerEdge GTCs applies analogously, with the consequence that Partner may terminate the subscription for the affected Cloud Service for any or all affected End Users but not the affected part of the Agreement. The notification by SAP of such update can be undertaken in writing, via email, electronic notification service or any other documented form.

对于根据云EULA认可书或云EULA的规定发布在SAP网站上的相应支持说明，SAP可自行决定对其予以更新。若SAP对云服务技术支持的变更实质上削弱了技术支持服务的级别，则PartnerEdge GTC第一部分第12条（条款变更）的规定同样适用，其后果是合作伙伴可以就任何或所有受影响的最终用户终止受影响云服务的订阅，但不得终止协议的受影响部分。SAP的此类更新通知可以通过电子邮件、电子通知服务或任何其他规定的形式以书面形式发送。

Article X. Article 11 Term and Termination of Cloud Service and other Services

第11条 云服务和其他服务的期限和终止

1. Term of Order Form. Each Order Form comes into effect as of the Order Form Effective Date and continues in effect until the later of (i) the last day of the subscription term of a Cloud Service or (ii) if applicable, the Service End Date as defined in this Article 11 no. 3 (Term of Services), unless terminated earlier pursuant to this Article 11.

订购单的期限。每份订购单均自订购单生效日期起生效，且在 (i) 云服务订阅期限的最后一天，或 (ii) 如适用，第11条第3款（服务期限）中规定的服务结束日期（以上日期以较晚者为准）之前持续有效，除非依据第11条的规定提前终止。

2. Term of Cloud Services. The subscription term for a Cloud Service comes into effect as of the Order Form Effective Date, unless otherwise set forth in the Order Form, and runs until the last day of the subscription term for the relevant Cloud Service that Partner originally committed itself to as set out in the Order Form ("**Initial Term**"). After the Initial Term, the subscription term for the relevant Cloud Service is automatically extended for subsequent periods of one year, unless otherwise set forth in an Order Form (each a "**Renewal Term**"), except as set forth in this Article 11 no. 4

云服务的期限。除非订购单另有规定，云服务的订阅期限自订购单生效日期起生效，且有效期持续至订购单规定的合作伙伴最初承诺的相关云服务的订阅期限的最后一天（"**初始期限**"）。除第11条第4款的规定外，自初始期限之后，相关云服务的订阅期限将自动续展下一个整年，除非订购单中另有规定（每个期限为一个"**续订期限**"）。

3. Term of Services. Any Service comes into effect as of the Order Form Effective Date, unless otherwise set forth in the Order Form, and ends on the end date set out in the Order Form for such Service or, if no end date has been specified for the Service, after the relevant Service has been performed ("**Service End Date**").

服务期限。除非订购单另有规定，任何服务均自订购单生效日期起生效，并于订购单中针对此类服务规定的结束日期终止，如果未指定该服务的结束日期，则于执行相关服务后终止（"**服务结束日期**"）。

4. Termination for convenience. Either Party may terminate any or all parts of a Cloud Service subscription (and in case of partial termination reduce the Usage Metric for a Cloud Service) for convenience with ninety days' prior written notice (email acceptable) to the end of the Initial Term or any Renewal Term of the relevant Cloud Service.

任意终止。任意一方均可在相关云服务的初始期限或任何续订期限结束前九十日通过发送事先书面通知（可通过电子邮件）的形式任意终止云服务订阅的任何或所有部分（在部分终止情形下，减少云服务的使用指标）。

5. Termination in case of End User Insolvency. Partner may terminate any or all Order Forms (and thereby all Cloud Service subscriptions and Services set forth therein) relating to an End User with thirty days' prior written notice (email acceptable) if the relevant End User fails to meet its payment obligations toward the Partner due to Insolvency Proceedings taken by or against the End User. Such right to terminate will be contingent upon Partner having provided evidence for Insolvency Proceedings taken by or against the relevant End User and SAP having confirmed, in SAP's reasonable discretion, that the evidence provided by the Partner is satisfactory. SAP will provide the confirmation or a request for further evidence without undue delay.

因最终用户破产而终止。若相关最终用户因被提起或主动提起破产程序而无法履行对合作伙伴的付款义务，则合作伙伴可通过提前三十（30）日发送书面通知（可通过电子邮件）终止涉及该最终用户的任何或所有订购单（以及其中规定的所有云服务订阅和服务）。此类终止权利的前提是，合作伙伴已提供相关最终用户被提起或主动提起的破产程序的证明，且SAP经合理判断已证实合作伙伴提供的证明足够充分。SAP应及时进行确认或要求提供进一步证明。

6. Termination for good cause. Any affected Order Form (and thereby all Cloud Service subscriptions and Services set forth therein) may be terminated by the non-breaching Party immediately upon written notice to the other Party in the following cases:

因正当理由终止。在以下情形下，非违约方均可在书面通知另一方后立即终止任何受影响的订购单（以及其中规定的所有云服务订阅和服务）：

a) Non-Payment. Partner does not pay on the due date any amount payable to SAP under or in connection with an Order Form at the place at and in the currency in which it is expressed to be payable unless payment is made within thirty days of the due date.

未付款。合作伙伴未在明确规定的日期和地点，使用规定的货币向SAP支付订购单下规定的或与之相关的任何应付费用或金额，合作伙伴在到期日后三十（30）日内付款的除外。

b) Breach of material provisions. A Party does not comply with the following material provisions: Part 1 – Article 2 (Confidentiality), Part 1 – Article 13 (Export Regulations), Part 1 – Article 15 (Compliance Obligations) (in particular, if Partner fails to comply with the SAP`s Partner Code of Conduct) and Part 2 - Article 4 (Reservation of title, rights and interest) of the PartnerEdge GTCs.

违反实质性规定。一方未遵守以下实质性规定：PartnerEdge GTC第一部分第2条（保密）、第一部分第13条（出口条例）、第一部分第15条（合规义务）（特别是，合作伙伴未遵守SAP的合作伙伴业务行为守则的情况）和第二部分第4条（所有权、权利和利益的保留）。

c) Material breach of other provisions. A Party's material breach of any provision of any part of this Agreement other than those referred to in this Article 11 no. 6a) (Non-Payment) or 6b) (Breach of material provisions), unless the breaching Party has cured such breach within thirty days of the other Party giving notice.

实质性违反其他规定。一方实质性违反本协议除第11条第6a)款（未付款）或第6b)款（违反实质性规定）之外的任何其他部分的任何规定，违约方在另一方发出通知后三十（30）日内已纠正此类违约行为的除外。

d) Termination of the Cloud EULA. The Cloud EULA is terminated by End User, SAP or both.

终止云EULA。最终用户或SAP终止云EULA，或由双方同时终止。

7. Consequence of Termination.

终止的影响。

a) Termination by SAP in accordance with this Article 11 no. 6 (Termination for good cause) will not relieve Partner from the obligation to pay fees that remain unpaid, including, without limitation, any fees for the rest of the Initial Term or any Renewal Term for any Cloud Service

SAP依据 第11条第 6款（因正当理由终止）行使终止权的，不免除合作伙伴支付未付费用的义务，包括但不限于任何云服务在初始期限或任何续订期限剩余期间的费用；

b) If all Order Forms relating to an End User are terminated, rescinded or ended in any other way or if SAP terminates an Order Form according to this Article 11 no. 6 (Termination for good cause), SAP will have the right (depending on End User's choice) to:

如与某最终用户有关的所有订购单终止、解除或以任何其他方式结束，或者SAP依据 第11条第 6款（因正当理由终止）的规定终止某订购单，则SAP有权（取决于最终用户的选择）：

i. directly provide the affected Cloud Services to the End User; or

直接向最终用户提供受影响的云服务；或者

ii. recommend to End User other partners or third parties for the provision of the affected Cloud Services.

向最终用户推荐由其他合作伙伴或第三方提供受影响的云服务。

Article XI. Article 12 Term and Termination of this Sell Cloud Model

第12条 本Sell云模式的期限和终止

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Sell云模式自Sell云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.

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Sell云模式。

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

因不符合计划要求而终止。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Sell云模式：

a) does 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Sell云协议规定的生效日期生效后的六（6）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 SAP may terminate this Sell Cloud Model immediately as set forth in the PartnerEdge GTCs under Article 10 (Termination for good cause) no. 1a) and no. 2a) of Part 1).

未遵守除项目费用外的任何项目要求（ SAP可依据PartnerEdge GTC第一部分第10条（因正当理由终止）第1a)款和第2a)款的规定，立即终止本Sell云模式）。

Article XII. Article 13 Model-Specific Effect of Termination

第13条 模式特定的终止效力

1. If this Sell Cloud Model is terminated, rescinded or ends in any other way, Partner's right to:

若本Sell云模式被终止、解除或以任何其他方式结束，则合作伙伴的下述权利将立即终止：

a) resell subscriptions for Cloud Services; and

转售云服务的订阅；和

b) resell Services for Cloud Services;

转售云服务的服务；

to End Users located in the Territory under this Sell Cloud Model as set out in Article 2 (Engagement Model) immediately ends.

上述行为由合作伙伴根据第2条（合作模式）的规定，在地域内通过本Sell云模式向最终用户予以提供。

2. SAP is entitled to refuse acceptance of orders if SAP reasonably believes that the End User cannot go live with the Cloud Services, Services or both during the term of this Sell Cloud Model.

若SAP有合理理由认为最终用户不能在本Sell云模式的期限内完成云服务和/或服务上线，则SAP有权拒绝接受订单。

3. Termination for convenience. If this Sell Cloud Model is terminated for convenience, those Cloud Service subscriptions that were valid at termination immediately end. Such termination will not relieve Partner from the obligation to pay fees that remain unpaid.

任意终止。若本Sell云模式任意终止，在终止之时具有效力的云服务订阅将立即终止。此类终止不应免除合作伙伴支付未付费用的义务。

4. Termination for good cause. If this Sell Cloud Model is terminated by SAP in accordance with the PartnerEdge GTCs, Article 10 (Termination for good cause):

因正当理由终止。如SAP依据PartnerEdge GTC第10条（因正当理由终止）的规定终止本Sell云模式：

a) such termination will not relieve Partner from the obligation to pay fees that remain unpaid, including, without limitation, any fees for the rest of the Initial Term or any Renewal Term for any Cloud Service;

此类终止不会免除合作伙伴支付未付费用的义务，包括但不限于任何云服务在初始期限或任何续订期限剩余期间的费用；

b) those Order Forms with End Users that were still valid at the point in time this Sell Cloud Model is terminated by SAP will automatically terminate together with the termination of the Sell Cloud Model, unless SAP's notified Partner in writing of a Wind Down Period of up to 90 (ninety) days after termination which is at SAP's sole discretion (the "**Wind Down Period**"). Any Order Forms set to renew during the Wind Down Period shall not automatically renew. The terms of this Sell Cloud Model and the Agreement will continue to apply during the Wind Down Period. Partner will continue to pay the Fees set out in the applicable Order Forms during the Wind Down Period; and

在SAP终止本Sell云模式时仍有效的最终用户订购单应随Sell云模式的终止而自动终止，除非SAP自行决定书面通知合作伙伴在终止后给予最长九十（90）天的缓冲期（以下简称"**缓冲期**"）。任何定于缓冲期内续订的订购单，不得自动续订。本Sell云模式的条款和协议将在缓冲期内继续适用。合作伙伴在缓冲期内仍须支付适用订购单中规定的费用；且

c) SAP may (at Customer's discretion) either directly provide the affected Cloud Service to the Customer pursuant to SAP's then-current General Terms and Conditions for Cloud Services for mutually agreed subscription fees or refer Customer to SAP Partner Finder tool available on https://www.sap.com/partners/find.html to help Customer identify other partners for provision of affected Cloud Service.

SAP可（由客户自行决定）依据SAP届时有效的云服务一般条款和条件，按照双方约定的订阅费用直接向客户提供受影响的云服务，或向客户推荐https://www.sap.com/partners/find.html上提供的SAP Partner Finder工具，帮助客户寻找其他可提供受影响云服务的合作伙伴。

5. Should termination occur due to non-compliance with Program Requirements, application of the Wind Down Period will be at SAP's sole discretion.

若因不符合计划要求而导致终止，SAP将全权决定是否给予"缓冲期"。

Article XIII. Article 14 Extension Option

第14条 延期选项

1. If after the termination or expiration of a Cloud Service subscription, an affected End User requires access to a Cloud Service to export and retrieve its data, Partner will have the right to extend the term of the affected Cloud Service subscription for no more than one month. For the Extension Option, Partner will pay to SAP a daily proration of the fee in effect for the affected Cloud Service at the point in time the termination or expiration occurs in case the Cloud Service is used other than for the export and retrieval of data. During the Extension Option, Partner must ensure that End User only uses the relevant Cloud Services to export and retrieve its data.

若在云服务订阅终止或有效期届满之后，受影响的最终用户需要访问云服务以导出和检索其数据，则合作伙伴有权将受影响的云服务订阅的期限延长不超过一（1）个月。对于延期选项，若云服务被用于除导出和检索数据之外的其他用途，合作伙伴应按天向SAP支付终止或有效期届满之时受影响的云服务所产生的费用。在延期选项期间，合作伙伴必须确保最终用户仅将相关云服务用于导出和检索其数据。

2. For the avoidance of doubt, in those cases where an Extension Option is not available for Partner, End User may extract and retrieve its data in accordance with the Cloud EULA.

为避免疑义，在未向合作伙伴提供延期选项的情况下，最终用户可依据云EULA提取和检索数据。

Article XIV. Article 15 Audit

第15条 审计

1. As part of an audit as described in the GTCs and for compliance purposes only, such as where SAP must confirm the disposition of the financial benefit provided by a discount, SAP may audit any documentation that identifies the dates of sale and delivery of SAP Products, such as offers, invoices, payments, delivery orders, contracts and purchase orders by and between Partner and End User or Partner and an Intermediary. In connection with such audit, Partner shall provide, on request to SAP's Office of Ethics and Compliance, information and supporting documentation about margins anticipated on open opportunities or earned on closed opportunities.

作为GTC中所述审计的一部分，且仅为合规之目的（例如，SAP必须核实通过折扣提供的财务利益的去向），SAP可以审计任何载明SAP产品销售和交付日期的文件，例如合作伙伴与最终用户之间或合作伙伴与中间商之间的报价单、发票、付款凭证、交货单、合同和采购订单。就该等审计而言，合作伙伴应按要求向SAP Office of Ethics & Compliance提供有关未决商机预期利润或已结商机所获利润的信息及支持性文件。

2. In any case where Partner is unable to provide the requested documentation outlined in section 1 above or where SAP determines that any transactions result in heightened compliance risk, SAP is entitled to seek other ways of assurance, such as a review of audited financial statements, trial balance reporting, payments to third parties and expense accounts.

在任何情况下，如合作伙伴无法提供上述第1节所述的要求提供的文件，或SAP认定交易会带来更高的合规风险，则SAP有权寻求其他保证方式，如审查经审计的财务报表、试算平衡表报告、向第三方的付款以及费用账户。

3. SAP requires that Partner includes terms in its agreements with End User whereby End User's consent is not required, and End Users waive confidentiality and any other disclosure restrictions in order to permit SAP to conduct its audit as set forth in the GTC and this Article 15. If End Users require Partner to include terms in its agreement that prohibit SAP from obtaining information to validate Partner's compliance with this Agreement, Partner is required to notify SAP's Office of Ethics and Compliance prior to the execution of the transaction and SAP reserves the right to remove/reverse the transaction, and any Special Discounts previously granted shall be revoked.

SAP要求合作伙伴在与最终用户签订的协议中纳入如下条款：最终用户无需另行同意，并须放弃保密义务和任何其他披露限制，以便SAP能够依据GTC和本条（第15条）的规定开展审计。如最终用户要求合作伙伴在其协议中列入禁止SAP获取信息以验证合作伙伴遵守本协议情况的条款，合作伙伴必须在交易签署前通知SAP Office of Ethics & Compliance，且SAP保留撤销/取消该交易的权利，此前给予的任何特别折扣应予以撤销。

Article XV. Article 16 Additional Compliance Obligations (Special Discounts, Government Entities and Partner Suspension)

第16条 附加合规义务（特别折扣、政府实体和合作伙伴暂停）

1. If Partner requests discounts or pricing deviating from SAP standard partner discount and pricing ("**Special Discount(s)**"), Partner must provide accurate and truthful information relating to such request, as well as any available documents evidencing the need for the Special Discount request. SAP's decision to offer any Special 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 a Special Discount. Both before and after any Special Discount is granted, Partner must inform SAP immediately if any information relating to or underlying the Special Discount request changes. By accepting a Special Discount, Partner must extend the Special Discount to the End User in accordance with the Special Discount request as approved by SAP. For the avoidance of any doubt, a Special Discount request can only be considered if Partner has exhausted the available standard discounts provided to Partner by SAP.

如合作伙伴申请与SAP标准合作伙伴折扣和定价不一致的折扣或定价（以下简称"**特别折扣**"），合作伙伴必须提供与该等申请相关的准确且真实的信息，以及可证明该特别折扣申请必要性的文件。SAP将对合作伙伴的具体情况进行评估，并基于所提供文件的真实性、准确性和完整性决定是否提供特别折扣。SAP可随时自行决定拒绝特别折扣申请。在给予特别折扣前后，如与特别折扣申请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。接受特别折扣后，合作伙伴必须根据SAP批准的特别折扣申请，向最终用户提供全部的特别折扣。为避免疑义，仅当合作伙伴已用尽SAP提供给合作伙伴的可用标准折扣时，特别折扣申请才会被纳入考量。

2. SAP may audit any Special 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 a Special Discount request was truthful and accurate, and that the Special Discount was extended to the End User in accordance with the Special Discount request as approved by SAP. Such information may include but shall not be limited to offers, invoices, payments, delivery orders, contracts and purchase orders by and between Partner and End User, or Partner and an Intermediary ("the "Special Discount Documentation"). Subject to applicable laws, including but not limited to relevant competition laws, Partner hereby waives any objection to i) SAP sharing Special 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 Special Discounts and ii) the End User sharing information on the Special Discount directly with SAP. SAP may invalidate a Special Discount if in respect of such Special Discount, Partner fails to comply with the requirements of this Article 16 no. 2.

SAP可根据GTC第9条的规定审查任何特别折扣交易。应SAP要求，合作伙伴应立即向SAP或专家提供所有相关文件，以便SAP核实合作伙伴为支持特别折扣申请提供的所有信息是否真实、准确，以及是否已根据SAP批准的特别折扣申请向最终用户提供特别折扣。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报价单、发票、付款单、交货单、合同和采购订单（以下简称"特别折扣文件"）。根据适用法律，包括但不限于相关竞争法，合作伙伴特此就以下方面放弃任何异议：(i) 在SAP认为对完成特别折扣相关审查必要且合适的情况下，直接与最终用户共享特别折扣文件（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共享有关特别折扣的信息。就此类特别折扣而言，如合作伙伴违反本第16条第2款规定的要求，SAP可撤销特别折扣。

3. In its contracts with Intermediaries, Partner must require any Intermediary to adhere to the same obligations relevant to Special Discounts as outlined in this Article 16 nos. 1 and 2 above. 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16条和第1款和第2款规定的与特别折扣相关的义务。SAP须被列为合作伙伴与任何中间商所签合同相关条款的第三方受益人，并有权自行且独立于合作伙伴，向中间商强制执行该等条款。

4. Without in any way limiting Partner's compliance obligations stated elsewhere in this Agreement, Partner agrees not to engage any third party, including any additional reseller or other intermediary, in the execution of Partner's resell activities under this Sell Cloud Model where the End User is a Government Entity, specifically for securing business on SAP's behalf, without prior written approval from SAP's Office of Ethics and Compliance. Resell activities may include, without limitation, pre-sales, co-selling, contracting with End Users in respect of SAP Cloud Services, invoicing, collections. If SAP's Office of Ethics and Compliance grants approval, Partner must still comply with all applicable compliance obligations and must ensure that the approved third party complies with Articles 9 and 15 of the PartnerEdge General Terms and Conditions and Articles 3, 15 and 16 of this Sell Cloud Model.

在不以任何方式限制本协议其他条款中规定的合作伙伴合规义务的前提下，合作伙伴同意，在最终用户为政府机构的情况下，未经SAP Office of Ethics & Compliance事先书面批准，不得聘请任何第三方（包括任何其他转售商或其他中间商）参与本Sell云模式下的合作伙伴转售活动的执行，尤其不得代表SAP承揽业务。转售活动包括但不限于售前活动、联合销售、就SAP云服务与最终用户签订合同、开具发票和收款。若SAP Office of Ethics & Compliance予以批准，合作伙伴仍须遵守所有适用的合规义务，并确保经批准的第三方遵守PartnerEdge一般条款与条件第9条和第15条以及本Sell云模式第3条、第15条和第16条的规定。

5. Suspension. If Partner fails to comply with Part 1 – Article 15 (Compliance Obligations) of the PartnerEdge GTCs or any other compliance obligations set out in the Agreement, including, without limitation, the SAP Partner Code of Conduct, SAP at its sole discretion, and without in any way limiting SAP's other rights under this Agreement, may require Partner to liaise with SAP to remedy the non-compliance while imposing restrictions on Partner's authorizations, and access to program benefits and offerings under the Agreement.

暂停。若合作伙伴未能遵守PartnerEdge GTC一般条款与条件第一部分第15条（合规义务）或该协议中规定的任何其他合规义务，包括但不限于SAP合作伙伴业务行为守则，SAP有权自行决定且在不以任何方式限制SAP在本协议项下的其他权利的前提下，要求合作伙伴与SAP协调以纠正违规行为，同时对合作伙伴的授权及其依据本协议获得计划权益和产品的权限施加限制。

Article XVI. 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 (Additional Compliance Obligations (Special Discounts, Government Entities and Partner Suspension)) will survive termination of this Sell

Cloud Model.
第11条第7款（终止的影响）、第13条第4款（因正当理由终止）、第14条（延期选项）、第15条（审计）和第16条（附加合规义务（特别折扣、政府实体和合作伙伴暂停））将在本Sell云模式终止之后继续有效。