

## SAP PartnerEdge

### Sell Cloud Specific Terms and Conditions

#### - Sell [销售]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) and Outer Mongolia (collectively “Territory”), enabling CSP to operate and make commercially available the Cloud Service to PartnerEdge resellers and End Users in the Territory. Notwithstanding anything in this Sell Cloud Model and SAP PartnerEdge Sell Cloud Schedule between SAP and Partner (“Schedule”), (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 Schedule 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 (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）和蒙古国（“地域”）进行合作，启用 CSP 运营云服务，并向地域内的PartnerEdge 经销商和最终用户提供商用云服务。尽管本云销售模式及云销售协议（“协议”）中另有规定，（i）云服务仅由CSP 提供且仅能向CSP 购买（而不是SAP），在本云销售模式和协议中若有任何声明或默示云服务是由SAP 提供或向SAP 购买的条款，该条款将被修改或解释为是指由CSP 提供或向CSP 购买，及（ii）SAP 在本云销售模式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（适用于间接销售）、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, which are based on SAP technology and made commercially available by CSP for reselling by authorized resellers.

“云服务”就本云销售模式而言，是指基于订阅的，由 CSP 托管、提供支持和运行的按需解决方案，这些解决方案以 SAP 技术为基础，由 CSP 出于商业目的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 Territory 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”，就云服务而言，是指在云销售模式下由 SAP 指定的在中国和蒙古国境内向合作伙伴和最终用户提供云服务的服务提供商。

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

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

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

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

**“Order Form”** with regard to this Sell Cloud Model means any CSP order form entered into by CSP 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.

**“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和/或服务的任何 CSP 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。

**“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订阅需要满足的特定培训和资质要求。

**“Services”** with regard to this Sell Cloud Model means implementation, configuration, training, managed services and other similar supplemental services related to a Cloud Service performed by a member of the SAP Group, CSP or any of their subcontractors, which will be further described in an applicable Order Form or statement of work entered into by Partner and CSP.

**“服务”**就本云销售模式而言，是指由 SAP 集团成员、CSP 或他们的任何分包商执行的云服务的实施、配置、培训、管理服务以及其他类似补充服务，具体的服务将在合作伙伴与 CSP 签订的适用订购单或工作说明书中予以说明。

**“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 中的特定的云服务许可的条款和条件不同的或附加的条款和条件，将由 CSP 提供给合作伙伴。

**“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赋予其的含义。

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。

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.

本云销售模式中对任何特定文档的引用也包括对该文档不时进行的修订、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 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 qualification as a Partner Edge 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, 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接受 SAP 授予的 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的订阅。云服务仅由 CSP 运营并向最终用户提供，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，并无权约束 SAP 或代表 SAP 做任何陈述或保证。对于云服务的任何瑕疵或失败，合作伙伴应当直接向 CSP 追索，而不是 SAP。SAP 就 CSP 或其产品或服务，或其产品或服务的履行不做任何陈述或保证，并完全否认任何此类陈述或保证。

2. 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, CSP and their licensors appropriate credit for the ownership of the Cloud Services, Services, Documentation and other Materials.

合作伙伴全权负责准确、全面地介绍依据本条款和条件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法律责任。合作伙伴将维护 SAP 集团、CSP 及他们的许可方对于云服务、服务、文档和其他材料的所有权。

3. 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。

## 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 Cloud Services and, if applicable, Services for its End User from CSP. Partner must submit 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, Service or both. Where applicable, Partner agrees to use the electronic means provided by CSP for placing orders.

合作伙伴应当（以 CSP 规定的形式）与 CSP 签订经销商条款作为规范合作伙伴从 CSP 购买云服务的主协议。在该经销商条款项下，为其最终用户向 CSP 订购云服务和其他适用服务。合作伙伴必须向 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，并且必须遵守任何特定云服务和/或服务的届时有有效的订购流程。若适用，合作伙伴同意使用 CSP 提供的电子方式进行订购。

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

就最终用户的每份云服务和/或服务订单，合作伙伴必须向 CSP 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 CSP in any then-current order process for the specific Cloud Services, Services or both.

CSP 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。

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 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 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。

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。合作伙伴违反该经销商条款和/或订购单的，应视为合作伙伴实质性违反本云销售模式。

#### **Article 4 Changes to Usage Metric --Not Applicable**

#### **第 4 条 使用指标的变更--不适用**

#### **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, 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**"). After acceptance of an order, CSP will provide Services as described in the applicable Documentation, Order Form or statement of work entered into by Partner and CSP 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，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**”）。在接受订单之后，CSP 将代表合作伙伴向相关最终用户提供相关文档、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 is solely decisive. With regard to the features, quality and functionality of the Services the description in the Documentation, Order Form or statement of work entered into by Partner and CSP is solely decisive.

云服务的特性、质量和功能完全由订购单、文档中的产品描述决定。服务的特性、质量和功能完全由文档、以及合作伙伴与 CSP 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 CSP, 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 CSP, 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.

如本云销售模式和 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 6 Fee for Cloud Services and other Services— Not Applicable**

第 6 条 云服务和其他服务的费用—不适用

**Article 7 Tax— Not Applicable**

第 7 条 税款—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;

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；

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; and

在收到最终用户有效签署的云 EULA 认可书之前，CSP 不会向其提供任何对云服务和/或其他服务的访问权限；且

c) CSP 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 6 is present.

当出现与第 8 条（许可）第 5 款到第 6 款的规定相反的情形时，CSP 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。

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, CSP 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 CSP against any and all losses, actions, claims, expenses, demands and liabilities which may be incurred by or made against CSP 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 CSP 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。合作伙伴应使 CSP 免受因云 EULA 认可书、云 EULA 和/或补充条款的内容被不当变更或不完整而导致的针对 CSP 的任何及所有损失、诉讼、权利主张、费用、诉求或者债务的损害。

#### **Article 9 Modification to Cloud Services—Not Applicable**

**第 9 条 对云服务的修改—不适用**

#### **Article 10 Maintenance Services—Not Applicable**

**第 10 条 维护服务—不适用**

#### **Article 11 Term and Termination of Cloud Service and other Services—Not Applicable**

**第 11 条 云服务和其他服务的期限和终止—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.

任意终止。任何一方均可在提前三（3）个月发出书面通知后任意终止本云销售模式。

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) 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 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.

未遵守除计划费用外的任何计划要求。SAP 可依据 PartnerEdge GTC 第一部分第 10 条（因正当理由终止）第 1 款 a) 项和第 2 款 a) 项的规定，立即终止本云销售模式。

## **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's qualification as a PartnerEdge reseller eligible to:

- a) resell subscriptions for Cloud Services; and
- b) resell Services for Cloud Services;

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

一般影响。若本云销售模式终止、取消或以任何其他方式结束，则受制于以下第 13 条第 2 款，合作伙伴作为本云销售模式下的经销商的资格将立即终止，合作伙伴不得再根据第 2 条（合作模式）的规定向地域内的最终用户：a) 转售云服务的订阅；和 b) 转售云服务的服务。

2. 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 to CSP.

任意终止。若本云销售模式任意终止，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向 CSP 支付未付费用的义务。

3. Termination for good cause. Termination of this Sell Cloud Model by SAP in accordance with the PartnerEdge GTCs, Article 10 (Termination for good cause) of Part 1, 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.

因正当理由终止。SAP 依据 PartnerEdge GTC 第一部分第 10 条（因正当理由终止）的规定作出的终止本云销售模式的决定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之初始期限或任何续订期限的剩余时间内的任何费用。

## **Article 14 Extension Option--Not Applicable**

### **第 14 条 延期选项--不适用**

## **Article 15 Audit**

### **第 15 条 审计**

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 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，如报价单、发票、付款单、交货单、合同和采购订单。关于此类审查，合作伙伴应按要求的 SAP 道德与合规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和支持文档。

2. In any case where Partner is unable to provide the requested documentation SAP is entitled to seek other ways of assurance, such as a review of audited financial statements, profit and loss statement, and expense accounts.

在任何情况下，若合作伙伴无法提供所要求的文档，SAP 有权寻求其他保证方式，例如审阅经审计的财务报表、损益表和费用科目。

3. SAP recommends 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.

SAP 建议合作伙伴在与最终用户签订的协议中加入不需要最终用户同意且最终用户放弃保密性和任何其他披露限制的条款，以便 SAP 能够按照 GTC 和本条（第 15 条）的规定进行审计。

**Article 16 Special Discounts-- Not Applicable**

**第 16 条 特别折扣—不适用**

**Article 17 Survival**

**第 17 条 存续**

Article 13 no. 3 (Termination for good cause), Article 15 (Audit) will survive termination of this Sell Cloud Model.

第 13 条第 3 节（因正当理由终止）、第 15 条（审计）将在本云销售模式终止之后继续有效。