

**SAP PartnerEdge**  
**Sell On Premise Specific Terms and Conditions**  
**Sell 企业本地特定条款和条件**  
**(“Sell On Premise Model”)**  
(以下简称“Sell 企业本地模式”)

**Article 1 Definitions and Interpretation**

定义和解释

**1. Definitions**

定义

“**Discount Letter**” with regard to this Sell On Premise Model means the “SAP PartnerEdge Sell On Premise – Discount Letter” for this Sell On Premise 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 企业本地模式而言，“折扣函”是指适用于最终用户所在国家/地区的本 Sell 企业本地模式的“SAP PartnerEdge, Sell 企业本地：折扣函”，该信函将发布在 SAP 面向合作伙伴的网站上或直接由 SAP 提供给合作伙伴。

“**EULA**” means the “End User License Agreement (for SAP On Premise indirect sales)” which is made available on [www.sap.com/company/legal](http://www.sap.com/company/legal).

“**EULA**”是指“最终用户许可协议（用于 SAP 企业本地间接销售）”，协议内容见 [www.sap.com/company/legal](http://www.sap.com/company/legal)。

“**EULA Acceptance Form**” means the “Acceptance Form for End User License Agreement (for SAP On Premise indirect sales)” which will be provided by SAP on a deal by deal basis.

“**EULA 认可书**”是指“最终用户许可协议认可书（用于 SAP 企业本地间接销售）”，该认可书将由 SAP 按交易予以提供。

“**EUMA**” means the “SAP Delivered Support Agreement” which sets out the terms and conditions under which SAP provides support to End Users and which will be provided by SAP on a deal by deal basis.

“**EUMA**”是指“SAP 交付支持协议”，其中规定了 SAP 据以向最终用户提供支持的条款和条件，将由 SAP 按交易予以提供。

“**Maintenance Services**” with regard to this Sell On Premise Model means SAP Delivered Support, VAR Delivered Support and VAR Delivered Support For Business One as further set out in Article 9 (Maintenance Services).

就本 Sell 企业本地模式而言，“维护服务”是指 Article 9（维护服务）中规定的 SAP 交付支持、VAR 交付支持以及针对 Business One 的 VAR 交付支持。

“**Price List**” with regard to this Sell On Premise Model means the “SAP List of Prices and Conditions (indirect sales)” consisting of the “SAP Pricing & Licensing Principles”, “SUR” and “SAP Price List for PartnerEdge Channel Partners” for this Sell On Premise 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 企业本地模式而言，“价目表”是指由适用于最终用户所在国家/地区的本 Sell 企业本地模式的“SAP 定价和许可原则”、“软件使用权利（SUR）”和“SAP PartnerEdge 渠道合作伙伴价目表”组成的“SAP 价格和条件列表（间接销售）”，该价目表发布在 SAP 面向合作伙伴的网站上或由 SAP 直接提供给合作伙伴。

“**Product Family**” means an SAP product family which may comprise 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 Premise” 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 Premise” 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“Sell 合作”的要求，有专门针对不同的“企业本地”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“企业本地”产品系列的 Sell 授权和其他要求。

“**SAP Delivered Support**” means SAP’s support offering to directly provide support to End Users subject to the terms and conditions set out in the EUMA.

“**SAP 交付支持**”是指 SAP 根据 EUMA 中规定的条款和条件向最终用户直接提供的支持。

“**SAP GTCs**” means the terms and conditions set out in the then-current “Software License and Support Agreement – General Terms and Conditions” used by SAP for “On Premise Software” which is made available on [www.sap.com/company/legal](http://www.sap.com/company/legal).

“**SAP GTC**”是指 SAP 针对“企业本地软件”所采用的届时有效的“软件许可和支持协议一般条款和条件”中规定的条款和条件，详见：[www.sap.com/company/legal](http://www.sap.com/company/legal)。

“**Sell Authorization**” means that Partner needs to meet specific training and qualification requirements for the products included in an “On Premise” Product Family that Partner wants to resell as set out in detail in the PartnerEdge Program Guide and the applicable RSPI.

“**Sell 授权**”是指根据 PartnerEdge 项目指南和适用的 RSPI 的详细规定，合作伙伴转售包含在“企业本地”产品系列当中的产品需要满足的特定培训和资质要求。

“**SUR**” means the software use rights agreements used by SAP which include additional or supplemental terms and conditions under which Software is licensed and which is made available on [www.sap.com/company/legal](http://www.sap.com/company/legal).

“**SUR**”是指 SAP 所采用的包含附加或补充软件许可条款和条件的软件使用权利协议，协议内容参见 [www.sap.com/company/legal](http://www.sap.com/company/legal)。

“**VAR Delivered Support**” means that Partner can directly provide support to End Users subject to the terms and conditions set out in the VAR Delivered Support Model which SAP and Partner can agree on by signing the VAR Delivered Support Schedule.

“**VAR 交付支持**”是指合作伙伴可以直接向最终用户提供支持，但须遵循 SAP 与合作伙伴通过签署 VAR 交付支持协议约定的 VAR 交付支持模式中规定的条款和条件。

“**VAR Delivered Support For Business One**” means that Partner can directly provide support to End Users for SAP Business One subject to the “Terms and Conditions for VAR Delivered Support for SAP Business One” which are made available on [www.sap.com/company/legal](http://www.sap.com/company/legal).

“**针对 Business One 的 VAR 交付支持**”是指合作伙伴可以就 SAP Business One 直接向最终用户提供支持，但须遵循“针对 SAP Business One 的 VAR 交付支持的条款和条件”，该文件位于 [www.sap.com/company/legal](http://www.sap.com/company/legal)。

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

本 Sell 企业本地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 On Premise Model are for convenience only and are to be ignored in construing this Sell On Premise Model.

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

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

本 Sell 企业本地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

### 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 On Premise Model, SAP hereby grants to Partner and Partner hereby accepts from SAP the right to:

在合作伙伴初次满足项目要求且在本 Sell 企业本地模式履行过程中始终遵守所有项目要求的前提下，SAP 特此授予合作伙伴以下权利，且合作伙伴特此予以接受：

a) market and distribute those Software products 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; and

以自己的名义、自担风险营销和分销合作伙伴已获得并持续持有有效 Sell 授权的软件产品；

b) position SAP Delivered Support for the Software purchased from SAP (excluding SAP Business One for which SAP Delivered Support is not available), if available for the Software product,

针对从 SAP 处购买的软件（不适用 SAP 交付支持的 SAP Business One 除外）定位 SAP 交付支持，前提是，SAP 交付支持可用于该软件产品，

to End Users located in the Territory (as defined in the Sell On Premise Schedule).

其面向的对象是地域（其定义见 Sell 企业本地协议）内的最终用户。

2. Partner will use its best efforts to market and position SAP Delivered Support or to market, sell and provide VAR Delivered Support, if Partner is authorized to provide VAR Delivered Support, or VAR Delivered Support For Business One for the Software distributed under this Sell On Premise Model.

合作伙伴将尽最大努力营销和定位 SAP 交付支持，或者营销、销售和提供 VAR 交付支持，前提是合作伙伴有权就本 Sell 企业本地模式下分销的软件提供 VAR 交付支持或者针对 Business One 的 VAR 交付支持。

3. Partner is solely responsible for accurately and completely representing the Software and the Maintenance Services. 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 Software, Documentation and other SAP Materials.

合作伙伴全权负责准确、全面地介绍软件和维护服务。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責任。合作伙伴将维护 SAP 集团及其许可方对于软件、文档和其他 SAP 材料的所有权。

4. Partner must not deliver or recommend any software or other products that are incompatible with the Software.  
合作伙伴不得交付或建议与软件不兼容的任何软件或其他产品。
5. Partner will be solely responsible for setting its own prices vis-à-vis the End User for the distribution of the Software.  
合作伙伴全权负责制定自己向最终用户分销的软件的价格。

### **Article 3 Specific Order Processes and Requirements**

#### **具体的订购流程和要求**

1. Partner will order Software from SAP using and filling out completely such forms and minimum order requirements as SAP may prescribe from time to time and must comply with any then-current order process for the specific Software product. Where applicable, Partner agrees to use the electronic means provided by SAP for placing orders.

合作伙伴从 SAP 订购软件时，应当使用已填写完整的订购单，并符合 SAP 规定的最低订单要求，同时必须遵循特定软件产品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。

2. With regard to each Software order for an End User, Partner must provide SAP with:

对于最终用户的每个软件订单，合作伙伴必须向 SAP 提供：

a) the name and address of the End User for whom the Software was ordered;

订购软件的最终用户的名称和地址；

b) details of the Software ordered for the End User, including, without limitation, the product and country version as well as the number of users for each Software product;

为最终用户订购的软件的详细信息，包括但不限于产品和国家版本以及每个软件产品的用户数量；

c) details of any SAP Delivered Support agreement concerning the specific End User;

与特定最终用户有关的任何 SAP 交付支持协议的详细内容；

d) Partner's contact and billing information; and

合作伙伴的联系信息和开票信息；以及

e) any other data required by SAP in any then-current order process for the specific Software, Maintenance Services or both.

SAP 在针对特定软件和/或维护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 and confirmations are binding, non-cancellable, non-revocable and non-transferable once submitted to SAP. All orders are subject to acceptance by SAP.

订单和确认书一旦提交给 SAP 即产生约束力，不得取消、撤销或转让。所有订单均需获得 SAP 的确认。

4. SAP will accept the Software order by the same means or by performing the Software order.

SAP 将以相同方式或履行软件订单的方式确认软件订单。

5. SAP reserves the right to decline Software orders if the Software is intended to be used on computers, operating and database management systems that SAP considers to be not suitable for use with the Software.

若软件计划用于 SAP 认为不适合与软件一起使用的计算机、操作系统和数据库管理系统，则 SAP 保留拒绝软件订单的权利。

### **Article 4 Delivery of Software**

#### **软件交付**

1. SAP will deliver the Software as described in the Documentation and the Price List and will also provide the appropriate license keys. With regard to the features, quality and functionality of the Software the product description in the Documentation and the Price List is solely decisive. SAP does not own any additional features, quality or functionality. Partner can, in particular, not assert any additional feature, quality or functionality from any public statements, publications or advertisements by SAP except to the extent SAP has expressly confirmed such additional feature, quality or functionality in writing. Any representation, warranty, undertaking or guarantee regarding additional features, quality or functionality is effective only if expressly confirmed by SAP's management in writing.

SAP 将按照文档和价目表所述交付软件，同时提供相应的许可密钥。软件的特性、质量和功能将完全由文档和价目表中的产品描述决定。SAP 不提供任何其他特性、质量或功能。除 SAP 以书面形式明确确认其他特性、质量或功能外，合作伙伴不得根据 SAP 的任何公开声明、宣传或广告主张任何其他特性、质量或功能。关于其他特性、质量或功能的所有陈述、担保、承诺或保证仅在获得 SAP 管理层的明确书面确认时才有效。

2. After acceptance of an order, SAP will deliver to Partner one copy of the relevant Software:

接受订单后，SAP 将通过如下方式向合作伙伴交付一份相关软件的副本：

a) on discs or other data media ("**Physical Shipment**"); or

通过磁盘或其他数据媒介（以下简称“**物理交付**”）；或

b) by making it available for downloading through the internet (usually on the SAP ServiceMarket Place (<http://service.sap.com/swdc>)) ("**Electronic Delivery**").

在互联网上提供下载（通常是在 SAP ServiceMarket Place (<http://service.sap.com/swdc>)上）（以下简称“**电子交付**”）。

3. The relevant Software and Documentation will be deemed delivered (including but not limited for the purpose of fixed delivery dates or timely delivery) and the risk passes to Partner:

相关软件和文档在下述情况中将视为已交付（包括但不限于固定交付日期交付或及时交付），且风险转移至合作伙伴：

- a) in case of Physical Shipment, when the relevant disc or other data media is handed over to the freight carrier (FCA - Free Carrier (named place of delivery), Incoterms 2010); or

物理交付情况下，当相关磁盘或其他数据媒介交给承运人（根据《2010年国际贸易术语解释通则》，是指货交承运人（FCA）的指定地点）时；或

- b) in case of Electronic Delivery, when SAP has made an electronic copy thereof available for downloading and has informed Partner accordingly

电子交付情况下，当 SAP 提供了相关软件和文档的电子副本可供下载且已就此通知合作伙伴时

（“**Delivery**”）。

（以下简称“**交付**”）。

4. Upon Partner's request or if stipulated in the order, SAP may agree to provide Software and the appropriate license key directly to the relevant End User instead (“**End User Delivery**”). In case of End User Delivery, the provisions set out in this Article 4 (Delivery of Software) will apply analogously; delivery to Partner will be deemed to occur upon Delivery to the End User.

若合作伙伴请求或订单中有相关规定，SAP 可同意直接向相关最终用户提供软件和相应的许可密钥（以下简称“**最终用户交付**”）。就最终用户交付而言，Article 4（软件交付）的规定将同样适用；对最终用户的交付将视为对合作伙伴的交付。

5. SAP might be entitled to suspend the delivery of any or all SAP Products as well as applicable license keys to Partner or End User or both as further set out in this Sell On Premise Model as well as the PartnerEdge GTCs.

如本 Sell 企业本地模式和 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 产品以及相应的许可密钥。

6. If Partner receives a new copy of the Software, Documentation and/or other SAP Materials that replaces previously provided Software, Documentation and/or other SAP Materials, Partner must distribute such newest copy provided and either destroy or upon SAP's request return previous copies.

合作伙伴收到软件、文档和/或其他 SAP 材料的新副本，用以替换先前提提供的副本时，合作伙伴必须分发所收到的最新副本，并销毁之前的副本或根据 SAP 的要求返还之前的副本。

7. Partner must not make the Software, Documentation and/or other SAP Materials available to the End User by any means other than by delivering the Software, Documentation and/or other SAP Materials as originally provided by SAP. Partner's right to pass on the Software, Documentation and/or other SAP Materials is subject to the provisions of this Agreement.

合作伙伴必须将 SAP 提供的软件、文档和/或其他 SAP 材料按原样提供给最终用户，除此之外的任何其他方式均予以禁止。合作伙伴传递软件、文档和/或其他 SAP 材料的权利受本协议规定的约束。

## **Article 5 Resale Software Fee**

### **转售软件费用**

1. The general calculation basis for the Software is stipulated in the Price List and the applicable Discount Letter and will be specified in each Software order.

软件的通用计算基数在价目表和适用的折扣函中予以规定，并将在每份软件订单中予以注明。

2. In consideration of the Delivery of the Software, Partner will pay to SAP the fee for the Software ordered for any End User as set out in the corresponding Software order.

鉴于交付软件，合作伙伴应根据相应的软件订单的规定向 SAP 支付为任何最终用户订购的软件的软件费用。

3. In case of Physical Shipment, Partner will have to pay the costs of delivery and packaging.

在物理交付情况下，合作伙伴需支付交付和包装成本。

4. In case of Electronic Delivery, SAP will make the relevant Software available for download at its own cost; Partner will bear the costs for downloading the Software and Documentation.

在电子交付情况下，SAP 将自担成本提供相关软件的下载；合作伙伴将承担下载软件和文档的成本。

5. The fee for the Software ordered for an End User will be invoiced after Delivery of the relevant Software.

为最终用户订购的软件的软件费用将在相关软件交付后予以开具发票。

## **Article 6 Tax**

### **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**”).

联邦、州或地方政府实体针对本协议项下的或与本协议任何部分有关的所收付款征收的或可能征收的所有所得税均由付款接收方承担（以下简称“**收款方**”）。

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”）按照法律必须从本协议项下或因本协议任何部分支付给收款方的任何付款总额中预扣所得税、公司税或类似税款（以下简称“预扣税”），则付款方应有权从应付总额中预扣或扣减此类税款，但前提是，收款方可以依据收款方所在国家/地区的法律规定，从其所得税或公司税义务中抵销预扣所得税和公司税义务。但付款方在遵循所有适用法律和双重税务条约的前提下，必须尽最大努力将任何此类应付预扣税降低至尽可能最低的比率。收款方应与付款方在必要的范围内进行合作，以申请此类降低，特别是通过、但不限于提供必要的表格给付款方或相关税务机关。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/地区的法律规定抵销预扣所得税和公司税义务，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）此类抵销，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 Software distributed 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 On Premise Schedule.

除所得税或公司税（或类似税款）之外的所有其他税款或任何类型的费用（包括但不限于，进口税、关税、消费税、总收入税、销售和使用税以及增值税）将由付款方承担。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 应将依据本协议分销或提供的或者与本协议有关的软件视为用于合作伙伴的业务运营，并根据所提供的 VAT 或 GST 识别号将软件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 企业本地协议前，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 7 Protection of rights

### 权利的保护

Partner is not entitled to:

合作伙伴无权：

- Use the Software (except as necessary to perform VAR Delivered Support);  
使用软件（除执行 VAR 交付支持所必需外）；
- make any Modifications, Add-Ons or other derivative work to the Software; and  
对软件作出任何修改、制作任何扩展组件或其他衍生品；
- copy or otherwise reproduce temporarily or permanently in whole or in part the Software, not even for back-up purposes.  
对整个或部分软件进行临时或永久性拷贝或复制，即使出于备份目的也不行。

## Article 8 License

### 许可

Use rights for the Software that Partner orders from SAP for a specific End User will be granted at SAP's sole discretion either a) directly by SAP as owner or licensee of the Intellectual Property Rights to the End User as further described in this Article 8 no. 1 (Direct License) or b) by Partner to End User as further described in this Article 8 no. 2 (Indirect License).

合作伙伴为特定最终用户向 SAP 订购的软件的使用权利将由 SAP 自行决定以下列任一方式授予：a) 根据 Article 8 第 1 款（直接许可）的详细规定，由 SAP 作为知识产权的所有者或许可方可直接提供给最终用户，或者 b) 根据 Article 8 第 2 款（间接许可）的详细规定，由合作伙伴提供给最终用户。

### 1. Direct License

#### 直接许可

If SAP grants the Use rights for the Software directly to an End User, Partner must comply with the following provisions set out in this Article 8 no. 1 (Direct License):

若 SAP 直接向最终用户授予软件的使用权利，则合作伙伴必须遵守此处 Article 8 第 1 款（直接许可）规定的以下条款：

- Partner must inform the End User of and include express provisions in its agreement with the End User stating that:

合作伙伴必须明确告知最终用户，并在与最终用户订立的协议中明确规定：

- i. the use of the Software is subject to the terms and conditions of the EULA Acceptance Form, the EULA and the SUR;  
对软件的使用必须遵循 EULA 认可书、EULA 和 SUR 的条款和条件；
- ii. SAP will neither deliver any Software nor the applicable license keys until SAP received End User's duly signed EULA Acceptance Form; and  
在收到最终用户有效签署的 EULA 认可书之前，SAP 将不予交付任何软件或适用的许可密钥；
- iii. 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. d) to f) is present.  
当出现与 Article 8（许可）第 d)款到第 f)款的规定相反的情形时，SAP 有权不授予许可。

b) Partner must ensure that:

合作伙伴必须确保：

- i. each End User accepts the then-current license terms by signing the then-current EULA Acceptance Form; and  
所有最终用户均通过签署届时有有效的 EULA 认可书同意届时有有效的许可条款；且
- ii. the person signing the EULA Acceptance Form is duly authorized to represent and has the full legal capacity to legally bind the End User.  
签署 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。

c) When Partner submits a Software order, Partner must also submit a copy of the EULA Acceptance Form signed by the End User for whom the Software is ordered. SAP will provide the means to attach, upload or otherwise submit a signed copy of the EULA Acceptance Form together with the Software 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 EULA Acceptance Form by the End User must be sent.

合作伙伴提交软件订单时还必须同时提交一份由购买软件的最终用户签署的 EULA 认可书。SAP 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 EULA 认可书和软件订单的方式。若相关最终用户所在的国家/地区有要求，SAP 将提供最终用户签署的 EULA 认可书的原件的发送地址。

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

合作伙伴不得对 EULA 认可书、EULA 和 SUR 的内容作任何更改，但可以在 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 EULA 认可书、EULA 和 SUR 的内容。

e) If the relevant End User has not duly signed the EULA Acceptance Form or if the content of the EULA Acceptance Form, the EULA and/or the SUR was unduly changed or is incomplete, SAP will not accept the corresponding Software order for such End User and will, thus, neither deliver any Software nor the applicable license keys. 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 EULA Acceptance Form, the EULA and/or the SUR were unduly changed or are incomplete.

若相关最终用户未有效签署 EULA 认可书，或 EULA 认可书、EULA 和/或 SUR 的内容被不当变更或内容不完整，则 SAP 将不接受该最终用户的相应软件订单，同时不会交付任何软件或适用的许可密钥。合作伙伴应使 SAP 免受因 EULA 认可书、EULA 和/或 SUR 的内容被不当变更或不完整而导致的针对 SAP 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。

f) 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。

## 2. Indirect License

间接许可

If SAP grants Partner the right to grant the Use rights for the Software to an End User itself, Partner must comply with the following provisions set out in this Article 8 no. 2 (Indirect License):

若 SAP 授予合作伙伴自行向最终用户授予软件使用权利的权利，则合作伙伴必须遵守此处 Article 8 第 2 款（间接许可）规定的以下条款：

a) Partner must grant Use rights for the Software to an End User that are not less protective for SAP than the ones set out in the SAP GTCs and the then-current SUR ("**Indirect License**"). Each Indirect License must especially, without limitation, include and adhere to the following provisions:

合作伙伴向最终用户授予的软件使用权利对 SAP 的保护程度不得低于 SAP GTC 和届时有有效的 SUR 中规定的条款（“**间接许可**”）。各间接许可必须（尤其但不限于）包含并遵循以下条款：

- i. License. End User may only be granted a non-exclusive, non-transferable, perpetual (except for subscription based licenses) license to Use the Software, Documentation, and other SAP Materials at specified site(s) within the Territory (as defined in the Sell On Premise Schedule) to run End User's and its Affiliates (as further defined and described in the SAP GTCs) internal business operations (including customer back-up and passive disaster recovery) and to provide internal training and testing for such internal business operations. End User may make Modifications and/or Add-ons to the Software but excluding Third Party Software in furtherance of its permitted Use under the Indirect License, and shall be permitted to use Modifications and

Add-ons with the Software in accordance with this Article 8 no. 2a)i. (License) and the section concerning Modifications/Add-ons in the SAP GTCs. End User shall not: (i) use the SAP Materials to provide services to third parties (e.g., business process outsourcing, service bureau applications or third party training) other than to Affiliates (subject to the terms set out in the SAP GTCs); (ii) lease, loan, resell, sublicense or otherwise distribute the SAP Materials, other than distribution to Affiliates (subject to the terms set out in the SAP GTCs); (iii) distribute or publish keycode(s); (iv) make any Use of or perform any acts with respect to the SAP Materials other than as expressly permitted in accordance with this Article 8 no. 2a); (v) use Software components other than those specifically identified in the Software order placed by Partner and accepted by SAP for the relevant End User, even if it is also technically possible for End User to access other Software components;

许可。合作伙伴仅向最终用户授予一项非独占的、不可转让的永久性（基于租用的许可除外）许可，允许其在地域（其定义见 Sell 企业本地协议）内的规定地点使用软件、文档及其他 SAP 材料开展最终用户及其关联企业（详细定义和说明见 SAP GTC）的内部业务运营（包括客户备份和被动灾难恢复），并就此类内部业务运营提供内部培训和测试。最终用户在间接许可允许的使用方式的基础上可以对软件（第三方软件除外）作出修改和/或开发扩展组件，并可依据 Article 8 第 2a)i 款（许可）和 SAP GTC 中涉及修改/扩展组件的章节中的规定，将修改和扩展组件与软件结合使用。最终用户不得：(i) 使用 SAP 材料（根据 SAP GTC 规定的条款）向关联企业以外的第三方提供服务（如业务流程外包、服务机构应用程序或第三方培训）；(ii) 除（根据 SAP GTC 规定的条款）向关联企业分发以外，对 SAP 材料进行出租、出借、转售、再许可或以其他方式进行分发；(iii) 分发或公布密钥；(iv) 以 Article 8 第 2a)款明确规定以外的方式对 SAP 材料进行使用或处理；(v) 使用合作伙伴为相关最终用户下达且由 SAP 接受的软件订单中明确规定的软件组件以外的其他软件组件，即使最终用户在技术上能够实现对其他软件组件的访问；

ii. Software Use Rights Limitation. End User must also comply with the limitations stated in the SUR;

软件使用权利限制。最终用户还必须遵守 SUR 中规定的限制条款；

iii. Reservation of Rights. End User must accept that the SAP Materials and SAP Confidential Information and all title, rights and interest, especially, without limitation, any Intellectual Property Rights embodied therein are the sole and exclusive property of the SAP Group or their licensors, subject to any rights, title or interest expressly granted to End User as set out in this Article 8 no. 2a)i. (License) and the section concerning Modifications/Add-ons in the SAP GTCs. Except for the rights set forth in this Article 8 no. 2a)i. (License) and the section concerning Modifications/Add-ons in the SAP GTCs, End User is not permitted to modify or otherwise make derivative works of the Software or other SAP Materials;

权利的保留。依据 Article 8 第 2a)i 款（许可）和 SAP GTC 中涉及修改/扩展组件的章节中明确授予最终用户的任何权利、所有权和利益，最终用户必须接受 SAP 材料和 SAP 保密信息以及全部权利、所有权和利益，尤其是但不限于其中包含的所有知识产权，均为 SAP 集团或其许可方的唯一且专有的财产。除 Article 8 第 2a)i 款（许可）和 SAP GTC 中涉及修改/扩展组件的章节中规定的权利外，最终用户不得修改或以其他方式制作软件或其他 SAP 材料的衍生品；

iv. Protection of Rights. End User is not entitled to copy, translate, disassemble, decompile nor reverse engineer the Software or other SAP Materials. End User must not create or attempt to create the source code from the object code of the Software or other SAP Materials. End User must not change or remove SAP's copyright and authorship notices attached to or relating to the Software or other SAP Materials;

权利的保护。最终用户不得对软件或其他 SAP 材料进行复制、翻译、分解、反编译或反向工程。最终用户不得从软件或其他 SAP 材料的目标代码中创建或试图创建源代码。最终用户不得变更或删除附于软件或其他 SAP 材料之后或与软件或其他 SAP 材料相关的 SAP 版权和著作权声明；

v. Confidential Information. End User must treat SAP's Confidential Information in a manner that is at least as protective to SAP as the rights and restrictions set forth in this Agreement; and

保密信息。最终用户在对待 SAP 的保密信息时，须至少遵循本协议中有关保护 SAP 的权利和限制条款；以及

vi. Verification. End User must agree to permit SAP to audit (at least once annually and in accordance with SAP standard procedures, which may include on-site and/or remote audit) the usage of the Software and other SAP Materials.

验证。最终用户必须同意准许 SAP 对软件和其他 SAP 材料的使用情况进行审计（至少每年一次且遵循 SAP 标准程序，其中可能包括现场和/或远程审计）。

b) Partner must use its best endeavors to shield all members of the SAP Group from any liability arising out of or in connection with an Indirect License. Furthermore, Partner must include express provisions in each Indirect License agreement to ensure that any claim relating out of or in connection with an Indirect License will be brought against the Partner and not a member of the SAP Group.

合作伙伴必须尽最大努力使 SAP 集团的所有成员免于承担间接许可引起的或与间接许可相关的责任。此外，合作伙伴必须在各间接许可协议中添加明确条款，确保因间接许可引起的或与间接许可相关的任何索赔均针对合作伙伴而非 SAP 集团的成员提出。

c) Partner must ensure that all Software ordered for an End User is captured under a valid Indirect License with such End User.

合作伙伴必须确保与最终用户签订的有效间接许可涵盖为该最终用户订购的所有软件。

d) Partner must ensure that:

合作伙伴必须确保：

i. each End User accepts an Indirect License before ordering Software from a Partner; and

每位最终用户向其订购软件之前均已获得间接许可；以及

ii. the person signing an Indirect License is duly authorized to represent and has the full legal capacity to legally bind the End User.

签署间接许可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行为能力。

- e) Partner must ensure that each Indirect License is legal, valid, binding and enforceable and that the obligations assumed by the Parties thereunder constitute legal, valid, binding and enforceable obligations.

合作伙伴必须确保每份间接许可均合法、有效、具有约束力和可执行性，并且保证双方在本协议下承担的义务构成合法、有效、具有约束力和可执行性的义务。

- f) Partner must inform each End User that SAP will not accept the corresponding Software order for such End User and will, thus, neither deliver any Software nor the applicable license keys if SAP has not received from the Partner the confirmation that an Indirect License was duly signed by the End User for the Software ordered.

合作伙伴必须告知每位最终用户，若 SAP 未从合作伙伴处收到最终用户就订购软件已正式签署的间接许可的确认书，SAP 将不会接受该最终用户的相应软件订单并因而不会交付任何软件或适用的许可密钥。

- g) Upon SAP's request, Partner must provide a copy of the signed Indirect License agreement to SAP (whereby blackening any references to commercial terms, especially prices). Partner must ensure that End User has given its consent for SAP to review each Indirect License.

应 SAP 要求，合作伙伴必须向其提供已签署的间接许可协议的副本（在其中加粗对任何商业条款（尤其是价格）的引用）。合作伙伴必须确保最终用户已同意 SAP 审核每份间接许可。

- h) Partner will indemnify SAP and all other members of the SAP Group against any and all losses, actions, claims, expenses, demands and liabilities which may be incurred by or made against SAP or any other member of the SAP Group if Partner did not conclude an Indirect License, if the terms of an Indirect License were less protective than the ones set out in the SAP GTCs and the then-current SUR, if an Indirect License is not legal, valid, binding and enforceable and if the obligations assumed by the Parties thereunder do not constitute legal, valid, binding and enforceable obligations.

在以下情况下，合作伙伴应使 SAP 及 SAP 集团的所有其他成员免受针对 SAP 或 SAP 集团的任何其他成员的任何及所有损失、诉讼、权利主张、费用、诉求或者债务的损害：合作伙伴未签订间接许可；间接许可中规定的保护条款未达到 SAP GTC 和届时有效的 SUR 中规定的保护效力；间接许可违法、无效、不具有约束力和可执行性；双方在本协议下承担的义务未构成合法、有效、具有约束力和可执行性的义务。

- i) Partner must inform SAP immediately if Partner or an End User terminated an Indirect License as well as about the reasons for such termination.

若合作伙伴或最终用户终止间接许可，合作伙伴必须立即通知 SAP 并告知终止理由。

## **Article 9 Maintenance Services**

### **维护服务**

#### **1. SAP Delivered Support**

SAP 交付支持

- a) If an End User wants to order SAP Delivered Support and provided SAP offers SAP Delivered Support for the relevant Software products, the End User will need to conclude a EUMA directly with SAP.

若最终用户希望订购 SAP 交付支持，且 SAP 为相关软件产品提供 SAP 交付支持，则最终用户需要直接与 SAP 签订 EUMA。

- b) Partner must inform the End User that:

合作伙伴必须就以下内容告知最终用户：

- i. SAP will not deliver any SAP Delivered Support until SAP has received End User's duly signed EUMA; and

除非 SAP 已收到最终用户有效签署的 EUMA，否则 SAP 将不予交付任何 SAP 交付支持；以及

- ii. SAP has the right not to provide SAP Delivered Support as long as any of the adverse conditions as set out in this Article 9 (Maintenance Services) no. 1e) to f) is present.

当出现与 Article 9（维护服务）第 1e)款到第 f)款的规定相反的情形时，SAP 有权拒绝提供 SAP 交付支持。

- c) Partner must ensure that the person signing the EUMA is duly authorized to represent and has the full legal capacity to legally bind the End User.

合作伙伴必须确保签署 EUMA 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行为能力。

- d) When Partner submits a Software order, Partner must also submit a copy of the EUMA signed by the End User for whom the Software is ordered if the relevant End User wants to order SAP Delivered Support. SAP will provide the means to attach, upload or otherwise submit a signed copy of the EUMA together with the Software 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 EUMA by the End User must be send.

若最终用户希望订购 SAP 交付支持，则合作伙伴在提交软件订单的同时还必须提交一份由购买软件的相关最终用户签署的 EUMA 副本。SAP 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 EUMA 副本和软件订单的方式。若相关最终用户所在的国家/地区有要求，SAP 将提供最终用户发送签署的 EUMA 原件的地址。

- e) Partner is prohibited from making any changes to the EUMA but may have to insert certain additionally required information into the EUMA. Partner must further ensure that End User does not change the EUMA.

合作伙伴不得对 EUMA 作任何更改，但可以在 EUMA 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对 EUMA 进行更改。

- f) If the relevant End User has not duly signed the EUMA or if the content of the EUMA was unduly changed or is incomplete, SAP will not accept the corresponding SAP Delivered Support order for such End User and will, thus, not provide SAP Delivered



Support. 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 EUMA was unduly changed or is incomplete.

若相关最终用户未有效签署 EUMA, 或 EUMA 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关于相应 SAP 交付支持的订单, 因此也不会交付 SAP 交付支持。合作伙伴应使 SAP 免受因 EUMA 的内容被不当变更或不完整而导致的针对 SAP 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。

## 2. VAR Delivered Support

VAR 交付支持

- a) VAR Delivered Support. If Partner wants to provide VAR Delivered Support, the Parties will, as a first step, have to agree on and sign the VAR Delivered Support Schedule which refers to the VAR Delivered Support Model. Further requirements for the provision of VAR Delivered Support are set out in the VAR Delivered Support Model.

VAR 交付支持。若合作伙伴希望提供 VAR 交付支持, 作为第一步, 双方首先必须商定并签署其中提及 VAR 交付支持模式的 VAR 交付支持协议。有关提供 VAR 交付支持的其他要求在 VAR 交付支持模式中予以规定。

- b) VAR Delivered Support for SAP Business One. Every Partner authorized to market and distribute SAP Business One is herewith authorized to market, sell and provide support to End Users located in the Territory (as defined in the Sell On Premise Schedule) for the SAP Business One products sold hereunder by Partner subject to the "Terms and Conditions for VAR Delivered Support for SAP Business One" which are made available on <http://www.sap.com/company/legal> and are incorporated and made a part hereof by reference. SAP Delivered Support is not available for SAP Business One. VAR Delivered Support For Business One is the sole support delivery model for SAP Business One.

针对 SAP Business One 的 VAR 交付支持。对于获得 SAP Business One 的营销和分销授权的每位合作伙伴, 特此授予其依据“针对 SAP Business One 的 VAR 交付支持的条款和条件”(位于 <http://www.sap.com/company/legal> 并以引用形式纳入本协议并构成本协议的一部分) 就其在本协议下销售的 SAP Business One 向地域(其定义见 Sell 企业本地协议)内的最终用户营销、销售和提供支持的权利。SAP 交付支持不适用于 SAP Business One。就 SAP Business One 而言, 针对 Business One 的 VAR 交付支持是唯一的支持交付模式。

## Article 10 Term and Termination for convenience

### 期限和任意终止

1. Term. This Sell On Premise Model comes into effect as of the Effective Date defined in the Sell On Premise 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 企业本地模式自 Sell 企业本地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, 该期限将自动延长一年。

2. Termination for convenience. Either Party may terminate this Sell On Premise Model for convenience at any time with three (3) months' prior written notice.

任意终止。任何一方都可以在任何时候终止本《现场销售模式》, 并提前三(3)个月书面通知。

3. Termination for non-compliance with Program Requirements. SAP may terminate this Sell On Premise 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(3)个月发出书面通知终止本 Sell 企业本地模式:

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

在 Sell 企业本地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 On Premise Model immediately as set forth in the PartnerEdge GTCs under Article 10 (Termination for good cause) no. 1 a) and no. 2 a) of Part 1.

未遵守项目要求(不包括项目费用), SAP 可就其依据第 10 条(因正当理由终止)第 1 a)款和第 2 a)款的规定立即终止本 Sell 企业本地模式。

## Article 11 Model-Specific Effect of Termination

### 模式特定的终止效力

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

若本 Sell 企业本地模式终止、解除或以其他方式结束, 则合作伙伴的下述权利将立即终止:

- a) market and distribute the Software; and

营销和分销软件; 和

- b) position SAP Delivered Support,

定位 SAP 交付支持,

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

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

2. Notwithstanding Article 11, Section 1 above, Partner may continue to distribute Software ordered from SAP for a specific End User ("Accepted Software") without undue delay to the End User for whom the Software product was ordered. Obligations existing

or arising under individual orders placed prior to any termination, rescinding of or ending of the Sell On Premise Model, remain unaffected. SAP is entitled to refuse acceptance of orders, after notification of termination, if SAP reasonably believes that the End User cannot go live with the Software prior to the effective date of termination of this Sell On Premise Model.

尽管有上述第 1 节第 11 条的规定，合作伙伴仍可以向为其订购软件产品的最终用户继续分销从 SAP 为特定最终用户订购的软件（以下简称“已验收软件”）。Sell 企业本地模式终止、解除或结束之前下达的单个订单项下存在或产生的义务不受影响。如 SAP 有合理理由认为最终用户不能在本 Sell 企业本地模式终止生效日期之前完成软件上线，SAP 有权在发出终止通知后拒绝接受订单。

3. Notwithstanding anything in this Article 11, Partner may use the Documentation, the SAP Logo and other SAP trademarks Partner was authorized to use, under Article 4 (Trademark License) of Part 1 of the PartnerEdge GTCs, solely in connection with the Documentation in order to distribute the Accepted Software, without undue delay, to the specific End User for whom the Accepted Software was ordered.

尽管存在第 11 条的规定，合作伙伴仍可将依据 PartnerEdge GTC 第一部分第 4 条（商标许可）的规定获得使用授权的文档以及 SAP 徽标和其他 SAP 商标仅用于文档相关用途，以便及时向为其订购“已验收软件”的特定最终用户分销该“已验收软件”。

## **Article 12 Audit**

### **审查**

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 to 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，例如，SAP 必须确认通过折扣提供的财务利益的处置方案，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。针对此类审查，合作伙伴应按要求向 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相关文档。

2. In the event that 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 statements, and expense accounts.

如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，如审核经审计的财务报表、损益表和费用科目。

3. SAP recommends that Partner includes, in its agreements with End User, terms whereby End User's consent is not required, End Users waive confidentiality and any other applicable disclosure restrictions in order to permit SAP to conduct its audit as set forth in the GTC and this Article 12.

SAP 建议合作伙伴在其与最终用户签订的协议中包含最终用户无需同意、最终用户免除保密和任何其他适用披露限制的条款，以便 SAP 能够按照 GTC 和本条（第 12 条）的规定进行审查。

## **Article 13 Special Discounts**

### **特别折扣**

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“特别折扣”），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特别折扣的文档。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特别折扣。SAP 可随时自行决定拒绝特别折扣请求。在授予特别折扣前后，一旦与特别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。接受特别折扣后，合作伙伴必须根据 SAP 批准的特别折扣请求，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，才能考虑特别折扣请求。

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 Section 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档，支持 SAP 核实为支持特别折扣请求提供的所有信息是否真实、准确，以及是否已根据 SAP 批准的特别折扣请求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“特别折扣文档”）。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 共享有关特别折扣的信息。就此类特别折扣而言，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 Section 2 and 3 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 2 节和第 3 节规定的与特别折扣相关的义务。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 14 Survival**

##### **存续**

Article 12 (Audit) and Article 13 (Special Discounts) will survive termination of this Sell On Premise Model.

第 12 条（审查）和第 13 条（特别折扣）将在本 Sell 企业本地模式终止之后继续有效。