

SAP PartnerEdge
Sell On Premise Specific Terms and Conditions (“Sell On Premise Model”)
SAP PartnerEdge 銷售就地部署特別條款與條件 (「銷售就地部署模式」)

Article 1 Definitions and Interpretation
定義與釋義

1. Definitions
名詞定義

“**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.

本銷售就地部署模式之「**折扣表**」係指本銷售就地部署模式之「SAP PartnerEdge 銷售就地部署模式 - 折扣表」，該表適用於 SAP 合作夥伴專用網站所公告或由 SAP 直接提供給合作夥伴之地區/國家的終端使用者。

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

「**EULA**」係指「終端使用者授權合約 (適用於 SAP 就地部署之間接銷售)」，完整內容請參閱 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 同意書**」係指 SAP 將視交易而另行提供之「終端使用者授權合約同意書 (適用於 SAP 就地部署之間接銷售)」。

“**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**」係指載有 SAP 據以提供支援與終端使用者之條款與條件的「SAP 交付支援合約」，且 SAP 將視交易另行提供。

“**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).

本銷售就地部署模式之「**維護服務**」係指如 Article 9 (維護服務) 所詳述之 SAP 交付支援、VAR 支援與 Business One 之 VAR 交付支援。

“**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.

本銷售就地部署模式之「**價格清單**」係指「SAP 價格與條件清單 (間接銷售)」，該清單包含：「SAP 定價與授權原則」、「SUR」及「PartnerEdge 通路合作夥伴之 SAP 價格清單」，並適用於位處 SAP 合作夥伴專用網站所公告或由 SAP 直接提供給合作夥伴之地區/國家的終端使用者。

“**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.

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

“**Program Requirements**” means that the Partner has to fulfill certain minimum program entry requirements as well as ongoing program requirements, some of which are general PartnerEdge requirements, some of which are specific for the “Sell Engagement” and some of which are specific for the different “On 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.

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

“**SAP 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 交付支援**」係指根據 EUMA 之條款與條件，由 SAP 要約直接提供支援予終端使用者的 SAP 支援。

“**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.

「**SAP GTC**」係指 SAP 用於「就地部署軟體」之現行「軟體授權與支援合約 - 一般條款與條件」內所列的條款與條件，完整內容請參閱 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.

「**銷售授權**」係指合作夥伴必須針對其欲轉售之「就地部署」系列產品項目，依照 PartnerEdge 計劃指南及適用的 RSPI，進行特定培訓並獲得必要資格。

“**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.

「**SUR**」係指 SAP 使用之軟體使用權利合約 (software use rights agreements)，其包含軟體授權相關額外或補充條款與條件，完整內容請參閱 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 交付支援」係指合作夥伴可遵照 VAR 交付支援模式內所列之條款與條件，而直接提供予終端使用者之支援，其中該條款與條件可由 SAP 與合作夥伴藉由簽署 VAR 交付支援明細表達成合意。

“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.

「Business One 之 VAR 交付支援」係指合作夥伴可就 SAP Business One 遵照 SAP Business One 之 VAR 交付支援的條款與條件」之規定，直接提供支援予終端使用者，完整內容請參閱 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.
本銷售就地部署模式未定義之所有詞彙應具備本合約其他部分為其定義的含意。

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.

本銷售就地部署模式之條款標題，僅為便利目的而設，不得影響銷售就地部署模式之解釋。

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.

本銷售就地部署模式所指之任何特定文件，包含該文件不時修訂、更改、替代、或補充內容。

5. Where the context so admits, the singular includes the plural and vice versa.

倘文義允許，表達單數之字詞包括複數情形，反之亦然。

Article 2 Engagement Model

參與模式

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:

於合作夥伴首次達到計劃要求之時，且在合作夥伴於本銷售就地部署模式期間內隨時遵守所有計劃要求之前提下，SAP 特此授與合作夥伴、且合作夥伴特此接受如下權利：

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

針對合作夥伴所達成及持續保持有效之銷售授權的軟體產品，以自身名義並自行負擔風險行銷與經銷；及

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,

針對向 SAP 購買之軟體，提供 SAP 交付支援 (但就 SAP Business One 並不提供 SAP 交付支援) (倘若對該軟體產品有提供該支援)；

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

予位處約定地區之終端使用者 (如銷售就地部署明細表之定義)。

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.

若合作夥伴業經授權針對本銷售就地部署模式下所經銷之軟體提供 VAR 交付支援或 Business One 之 VAR 交付支援，合作夥伴將盡其最大努力行銷與提供 SAP 交付支援或行銷、銷售與提供 VAR 交付支援。

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.

合作夥伴應自行負責正確並完整呈現軟體及維護服務。若合作夥伴、其員工、代理人、及顧問，超出紀錄文件內容而作出之任何聲明及保證，則合作夥伴應就該等聲明及保證之品質、可靠性及準確性，承擔所有相關財務及法律責任。合作夥伴應承認軟體、紀錄文件及其他 SAP 材料之所有權屬於 SAP 集團及其授權者。

4. Partner must not deliver or recommend any software or other products that are incompatible with the Software.

合作夥伴不得交付或建議使用與軟體不相容的任何軟體或其他產品。

5. Partner will be solely responsible for setting its own prices vis-à-vis the End User for the distribution of the Software.

合作夥伴應就其自己向終端使用者，為經銷軟體所設定之價格，負擔唯一責任。

Article 3 Specific Order Processes and Requirements 特定訂購程序及規定

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.
合作夥伴會使用 SAP 所不時規定之表單，向 SAP 訂購軟體，並會完整填寫該表單及遵守 SAP 之最低訂購要求，且遵循當時適用於特定軟體產品之任何有效訂購流程。如有適用，合作夥伴同意採用 SAP 所提供用於下單之電子方式。
2. With regard to each Software order for an End User, Partner must provide SAP with:
有關為任一終端使用者之各該軟體訂單，合作夥伴應提供如下項目予 SAP：
 - a) the name and address of the End User for whom the Software was ordered;
訂購軟體之終端使用者之名稱與地址；
 - 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;
終端使用者訂購之軟體的詳細資訊，包括但不限於：產品及國家/地區版本和各該軟體產品之使用者數目；
 - c) details of any SAP Delivered Support agreement concerning the specific End User;
有關特定終端使用者之任何 SAP 交付支援的詳細資訊；
 - d) Partner's contact and billing information; and
合作夥伴之聯絡與請款資訊；及
 - e) any other data required by SAP in any then-current order process for the specific Software, Maintenance Services or both.
SAP 於其就特定軟體、維護服務或其二者而訂之任何當時有效之訂購流程內所要求的任何其他資料。
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.
訂購單及訂單確認一旦提交予 SAP 後即具有拘束力，且屬不可取消、不可撤銷及不可轉讓。所有訂購單均應經 SAP 確認接單。
4. SAP will accept the Software order by the same means or by performing the Software order.
SAP 會藉由接受軟體之訂購單或履行軟體訂購單之方式，進行確認接單。
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.
若軟體欲供使用在 SAP 判定不適合與軟體共用之電腦、作業及資料管理系統，SAP 保留得拒絕軟體訂購單之權利。

Article 4 Delivery of Software 軟體之交付

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 將按紀錄文件及價格清單之規定交付軟體，並會提供適當之授權碼。有關軟體之特點、品質與功能，應悉以紀錄文件及價格清單所列之產品敘述為準。SAP 並不承認任何額外之特點、品質或功能。合作夥伴特別不得從 SAP 之任何公開聲明、出版物或廣告，主張任何額外之特點、品質或功能，但 SAP 已用書面方式明示確認該等額外之特點、品質或功能者，除外。有關額外之特點、品質或功能之任何聲明、擔保、承諾或保證，僅在 SAP 管理階層書面明示確認時，方為有效。
2. After acceptance of an order, SAP will deliver to Partner one copy of the relevant Software:
於確認接單後，SAP 會藉由下列方式交付一份相關軟體之複本予合作夥伴：
 - a) on discs or other data media ("**Physical Shipment**"); or
透過光碟或其他資料媒體 ("**實體運送**")；或
 - b) by making it available for downloading through the internet (usually on the SAP ServiceMarket Place (<http://service.sap.com/swdc>)) ("**Electronic Delivery**").
透過網路使其可供下載 (通常是透過 SAP ServiceMarket Place 之網站 (其網址為：<http://service.sap.com/swdc>)) ("**電子運送**")。
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:
相關軟體及紀錄文件將於以下時點視作已完成交付 (包括但不限於：為了確定交貨日或及時交貨之目的)，且風險轉歸予合作夥伴：
 - 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
如採實體運送，於相關光碟片或其他資料儲存媒體交予承運人 (FCA - 貨交承運人 (指定地點), Incoterms 2010) 時；或
 - b) in case of Electronic Delivery, when SAP has made an electronic copy thereof available for downloading and has informed Partner accordingly
如採電子運送，則於 SAP 提供其電子複本供下載且已知會合作夥伴之時；

("Delivery").
("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.

於合作夥伴要求或如在訂購單內規定時，SAP 得同意直接將軟體及適當之授權碼提供予相關終端使用者 ("對終端使用者之交付")。若採對終端使用者交付之方式，將類推適用 Article 4 (軟體之交付) 之規定；對合作夥伴之交付將會視作於對終端使用者交付時完成。

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.

SAP 得按本銷售就地部署模式及 PartnerEdge GTC 內之規定，暫緩交付任何或全部之 SAP 產品和適用之授權碼予合作夥伴或終端使用者或其二者。

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.

若合作夥伴收到一份用以取代先前所提供的軟體、紀錄文件，及/或其他 SAP 材料的新軟體、紀錄文件，及/或其他 SAP 材料的複本，合作夥伴必須散布該最新的複本，並銷毀先前的複本或按 SAP 之要求將其歸還。

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.

合作夥伴不得以任何方式將軟體、紀錄文件及/或其他 SAP 材料，以非按 SAP 所原始提供之軟體、紀錄文件及/或其他 SAP 材料之形式，提供給終端使用者。合作夥伴移轉軟體、紀錄文件及/或其他 SAP 材料之權利，應按照本合約之規定辦理。

Article 5 Resale Software Fee 轉售軟體費

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.

軟體之一般計算基準，乃是規定在價格清單和適用的折扣表內，並會列在各該軟體訂購單。

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.

對於軟體之交付，合作夥伴會支付如相應軟體訂購單所述為終端使用者訂購軟體之費用予 SAP。

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

若採實體運送，合作夥伴必須支付運送及包裝之費用。

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.

若採電子運送，SAP 會自費提供相關軟體供下載；合作夥伴須負擔下載軟體和紀錄文件之費用。

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

為終端使用者訂購軟體之費用，將於相關軟體交付後開立發票。

Article 6 Tax 稅捐

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

每一當事方將負責支付自己的稅捐。

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").

由任何聯邦、州立或當地政府實體基於或關於本合約任何部份，根據所得而徵收或可能徵收之一切稅捐，將由收款之一方 (下稱「收款方」) 負擔。

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 of 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.

若付款之一方 (下稱「付款方」) 依法須從基於或關於本合約任何部份之支付總額內，扣繳所得或公司稅或類似之稅款 (下稱「扣繳稅款」)，付款方有權從該待支付之總額中扣留或扣除該稅款，但僅限於在收款方可根據收款方所在國之法律，使用該扣繳之所得與公司稅義務，與其所得或公司稅義務互抵的限度內，方可為之。然而，付款方必須盡一切努力，依所有適用法律和雙重徵稅條約的規定，將任何此類應扣稅款減少到最低可能的比率。收款方將在必要範圍內與付款方合作，申請此等扣減，尤其是透過 (但不限於) 提

供必要表格給付款方或相關的稅務機關。否則，付款方有權根據相關法律依標準費率扣除稅款。付款方在任何扣除扣繳稅款的情況下，將向收款方提供其已將此類扣繳稅款繳交予稅務機關的收據。倘若收款方基於或關於本合約任何部份無法根據其所在國之法律，就扣繳之所得與公司稅義務，進行互抵扣，收款方與付款方應針對付款方是否有權就收款方於合約上合意之款項預扣稅款，達成書面合意。收款方必須將該無法進行互抵 (或無法在特定年度進行互抵) 之事實通知付款方。

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.

除所得稅或公司稅 (或類似稅款) 外，任何類別之所有其他稅捐或收費 (包括但不限於：關稅、消費稅、總收入稅、銷售和使用及增值稅) 均將由付款方負擔。合作夥伴必須將其營業設立國有關之 VAT 或 GST 識別號告知 SAP。SAP 應將基於或關於本協議而經銷之軟體用於合作夥伴的業務營運，並依所提供之 VAT 或 GST 識別號，將此軟體提供給合作夥伴的營業據點。如任何此類稅捐或稅款已從基於或關於本合約之任何付款內預扣或扣除，付款方應將基於或關於本合約之款項增加付款數額，從而確保經預扣或扣除之後，收款方仍能收到與原應收到的款項等同之數額。簽署銷售就地部署明細表之前，應向 SAP 提供所有適用之直接付款許可或有效免稅憑證。

Article 7 Protection of rights 權利保護

Partner is not entitled to:
合作夥伴不得：

- a) Use the Software (except as necessary to perform VAR Delivered Support);
使用軟體 (但為進行 VAR 交付支援有必要時，除外)；
- b) make any Modifications, Add-Ons or other derivative work to the Software; and
就軟體為任何修改、建立附加元件或其他衍生作品；及
- c) copy or otherwise reproduce temporarily or permanently in whole or in part the Software, not even for back-up purposes.
就軟體之全部或一部，進行複製或以他法暫時或永久地重製 (即便為備份之目的，亦在禁止之列)。

Article 8 License 授權

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).

合作夥伴為特定終端使用者而向 SAP 訂購之軟體使用權，將由 SAP 按其單方決定而：a) 由 SAP 作為所有者或智慧財產權之被授權人，直接授與終端使用者 (於 Article 8 第 1 款 (直接授權) 中詳述)；或 b) 由合作夥伴授與終端使用者 (如 Article 8 第 2 款 (間接授權) 中詳述)。

1. Direct License 直接授權

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 就軟體直接將使用權授與終端使用者，合作夥伴必須遵守 Article 8 第 1 款 (直接授權) 之下列規定：

- a) Partner must inform the End User of and include express provisions in its agreement with the End User stating that:
合作夥伴必須告知終端使用者，並於其與終端使用者之間合約內清楚規定下列事項：
 - i. the use of the Software is subject to the terms and conditions of the EULA Acceptance Form, the EULA and the SUR;
軟體之使用，以 EULA 同意書、EULA 及 SUR 所載條件與條款為前提；
 - ii. SAP will neither deliver any Software nor the applicable license keys until SAP received End User's duly signed EULA Acceptance Form; and
SAP 收到終端使用者完簽之 EULA 同意書前，SAP 不會提供任何軟體或相關授權金鑰；且
 - 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.
如發生任何於第 Article 8 條 (授權) 第 d) 至 f) 款所載不利情況，SAP 有權拒絕給予授權。
- b) Partner must ensure that:
合作夥伴必須確保：
 - i. each End User accepts the then-current license terms by signing the then-current EULA Acceptance Form; and
各個終端使用者簽署當時有效之 EULA 同意書，表示其接受當時有效授權條款；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.
EULA 同意書之簽署人獲正式授權、具充分法律能力，得對終端使用者作出法律拘束力。

- 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.

於合作夥伴提交軟體訂購單時，合作夥伴亦須提交一份 EULA 同意書，而該表須經為其訂購軟體之終端使用者簽署。SAP 會提供若干方法，以供於訂購過程中隨同軟體訂購單附加、上傳或以他法提交經簽署之 EULA 同意書。若相關終端使用者所處地區/國家要求時，SAP 會提供應寄交終端使用者所簽署之 EULA 同意書原本之地址。

- 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.

合作夥伴不得就 EULA 同意書、EULA 及 SUR 為任何變更，但得添加若干額外規定之資訊至 EULA 同意書。合作夥伴並應進而確保終端使用者不得就 EULA 同意書、EULA 及 SUR 為任何變更。

- 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.

若相關終端使用者並未完簽 EULA 同意書或若 EULA 同意書、EULA 及/或 SUR 遭到不當變更或不完整，SAP 不會接受為該終端使用者所訂購相應軟體之訂購單，且亦不會交付任何軟體或相關授權碼。若 EULA 同意書、EULA 及/或 SUR 遭到不當變更或不完整，合作夥伴會就 SAP 所生或對 SAP 提起之任何與一切損失、訴訟、索賠、費用、主張、賠償予 SAP。

- 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.

倘若且只要發生 PartnerEdge GTC 第 1 部份第 6 條 (SAP 的交付義務) 所述之若干不利情況，SAP 授與終端使用者授權之義務即告停止。

2. Indirect License

間接授權

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 將其向終端使用者授與軟體使用權之權利授與合作夥伴，則合作夥伴必須遵守如 Article 8 第 2 款 (間接授權) 之下列規定：

- 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:

合作夥伴向終端使用者所授與之使用權，對於 SAP 之保護必須不低於如 SAP GTC 和現行 SUR 所列者 (下稱「間接授權」)。各該間接授權必須 (尤其是) 包括 (但不限於) 且遵守下列規定：

- 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;

授權內容。終端使用者僅得被授與非專屬、不可轉讓、永久 (但訂閱基礎之授權，則除外) 之授權，以在約定地區 (如銷售就地部署明細表之定義) 之特定地點，將軟體、紀錄文件和其他 SAP 材料，用於終端使用者及其關係企業 (如 SAP GTC 中之進一步定義與敘述) 之內部業務營運 (包括客戶備份和被動災害復原)，並就該等內部業務營運，提供內部訓練和測試。終端使用者得就軟體進行修改及/或為其增加附加元件，但不包括為實現間接授權下之使用的第三方軟體，並應獲准得隨同軟體，而依據 Article 8 第 2a)i 款之規定，而使用修改及附加元件。(授權) 和關於 SAP GTC 內之修改/附加元件條款：終端使用者不得從事以下行為：(i) 使用 SAP 資料向關係企業 (須不違反 SAP GTC 之規定) 以外的第三方提供服務 (例如委外業務處理、為第三方服務或訓練第三方)；(ii) 向關係企業 (須不違反 SAP GTC 之規定) 以外的對象出租、出借、轉售、轉授權或散佈 SAP 資料；(iii) 散佈或發行產品金鑰 (Keycode)；(iv) 未遵循 Article 8 第 2a) 款之明示許可，使用或從事任何 SAP 資料之相關行為；(v) 使用合作夥伴開立且由 SAP 接受之相關終端使用者「軟體訂購單」所特別指定以外之其他軟體元件，即使終端使用者在技術上可存取其他軟體元件，亦然。

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

軟體使用權利限制：終端使用者必須遵守 SUR 中所列之限制；

- 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;

權利保留。終端使用者必須接受 SAP 資料與 SAP 機密資訊和其內所含之一切權利、所有權與權益 (特別是且不限於：任何智慧財產權) 皆為 SAP 集團或其等之授權人唯一且專屬之財產，但以不違反本合約 Article 8 第 2a)i 款所授權予終端使用者之任何權利、所有權與權益為前提。(授權) 和關於 SAP GTC 內之修改/附加元件條款：但 Article 8 第 2a)i 款所列之權利，除外。(授權) 和關於 SAP GTC 內之修改/附加元件條款，終端使用者不得修改或建立軟體的衍生作品或其他 SAP 材料。

- 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;

權利保護。終端使用者不得複製、翻譯、反向組譯、解編軟體或其他 SAP 材料，也不得對其實施還原工程。終端使用者不得使用軟體或其他 SAP 材料的目標代碼建立或嘗試建立原始程式碼。終端使用者不得變更或移除 SAP 置於軟體或其他 SAP 材料的著作權及作者聲明。

- 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

機密資訊。終端使用者必須以至少與本合約所載權利和限制一樣保護 SAP 之方式對待 SAP 的機密資訊。

- 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.

驗證。終端使用者必須同意讓 SAP 得稽核軟體與其他 SAP 材料之使用狀況 (至少每年一次，且遵循 SAP 標準程序，並得包括到場和/或遠端稽核)。

- 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.

合作夥伴必須盡其最大努力保障 SAP 集團不須承擔間接授權而生或與間接授權有關之任何責任。此外，合作夥伴必須於各該間接授權合約中，加入明示規定，以確使因間接授權所生或與其有關之任何索賠，僅可向合作夥伴提出，而非向 SAP 集團之任何成員為之。

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

合作夥伴必須確使為終端使用者所訂購之所有軟體，均包含在與該終端使用者間之有效間接授權內。

- d) Partner must ensure that:

合作夥伴必須確使：

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

各該終端使用者於向合作夥伴訂購軟體前，接受其間接授權；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.

間接授權之簽署人獲正式授權、具充分法律能力，得對終端使用者作出法律拘束力。

- 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.

合作夥伴必須確使各該間接授權，均為合法、有效、具拘束力且可執行，而雙方在該間接授權下所承擔之義務，構成合法、有效、具拘束力且可執行之義務。

- 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.

合作夥伴必須知會各該終端使用者，若 SAP 尚未收到合作夥伴對於間接授權業經終端使用者針對所訂購之軟體完成簽署，SAP 不會接受該終端使用者對於相應軟體之訂購，且因此亦不會交付任何軟體或相關授權金鑰。

- 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.

如經 SAP 要求，合作夥伴必須將經簽署之間接授權合約，提供一份影本予 SAP (其中任何提及商業條款之規定，特別是價格，得予塗掉)。合作夥伴必須確使終端使用者業已准許 SAP 得審閱各該間接授權。

- 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.

若合作夥伴未簽間接授權、或若間接授權之條款對於 SAP 之保護低於 SAP GTC 和現行 SUR 之規定、或若間接授權並非合法、有效、具拘束力和可執行、及若雙方在間接授權下所承擔之義務並不構成合法、有效、具拘束力和可執行之義務，合作夥伴將就 SAP 和 SAP 集團之任何其他成員因而可能致生或對其等提起之任何與一切損失、訴訟、索賠、費用、請求和責任，賠償予 SAP 和 SAP 集團之所有其他成員。

- 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.

倘合作夥伴或終端使用者終止間接授權時，合作夥伴必須將該情事連同該終止之原因，立即知會 SAP。

Article 9 Maintenance Services

維護服務

1. SAP Delivered Support

SAP 提供之支援

- 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.

若終端使用者欲訂購 SAP 交付支援，且 SAP 亦就相關軟體產品提供 SAP 交付支援，該終端使用者必須直接與 SAP 簽署 EUMA。

- b) Partner must inform the End User that:

合作夥伴必須告知終端使用者：

- i. SAP will not deliver any SAP Delivered Support until SAP has received End User's duly signed EUMA; and
SAP 收到終端使用者完簽之 EUMA 前，不會提供任何 SAP 交付支援；且

- 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.

如發生任何於 Article 9 (授權內容) 第 1e) 至 f) 款所載不利情況，SAP 有權不予提供 SAP 交付支援。

- 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.

合作夥伴必須確認 EUMA 之簽署人獲正式授權、具充分法律能力，對終端使用者有法律拘束力。

- 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.

於合作夥伴提交軟體訂購單時，倘若相關終端使用者欲訂購 SAP 交付支援，合作夥伴必須同時提交一份經為其訂購軟體之終端使用者簽署之 EUMA 影本。SAP 會提供若干方法，以供於訂購過程中隨同軟體訂購單附加、上傳或以他法提交經簽署之 EUMA。若相關終端使用者所處地區/國家要求時，SAP 會提供應寄交終端使用者所簽署之 EUMA 原本之地址。

- 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.

合作夥伴不得就 EUMA 為任何變更，但得添加若干額外規定之資訊至 EUMA。合作夥伴並應進而確使終端使用者不得就 EUMA 為任何變更。

- 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.

若相關終端使用者並未完簽 EUMA 或若 EUMA 遭到不當變更或不完整，SAP 不會接受為該終端使用者對相應 SAP 交付支援之訂購單，且亦不會提供任何 SAP 交付支援。若 EUMA 遭到不當變更或不完整，合作夥伴會就 SAP 所生或對 SAP 提起之任何與一切損失、訴訟、索賠、費用、主張和責任，賠償予 SAP。

2. VAR Delivered Support

VAR 交付支援

- 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 交付支援：若合作夥伴欲提供 VAR 交付支援，合作夥伴之第一步將是其必須同意並簽署 VAR 交付支援明細表，而該表須提及 VAR 交付支援模式。有關 VAR 交付支援之進一步條款要求，係列於 VAR 交付支援模式內。

- 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.

對 SAP Business One 之 VAR 交付支援：獲得授權得行銷與經銷 SAP Business One 之各個合作夥伴，乃是茲此獲得授權可由合作夥伴將本文件下所銷售之 SAP Business One 產品，行銷、銷售及提供支援予位處約定地區 (其定義如銷售就地部署明細表所述) 之終端使用者，但應受到「SAP Business One 之 VAR 交付支援的條款與條件」(其條款列於：<http://www.sap.com/company/legal>，並藉由參照併入並作為本文件之一部份) 之規範。SAP 交付支援並未提供予 SAP Business One。Business One 之 VAR 交付支援，乃是 SAP Business One 之唯一支援交付模式。

Article 10 Term and Termination for convenience 期間及任意終止

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.

期間。本銷售就地部署模式於銷售就地部署明細表所載之生效日起生效，並將保持完整效力直到同年之十二月三十一日(含)為止。其後依序自動續約一年。

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

任意終止。以三個月之事前書面通知，任意終止本銷售就地部署模式。

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

未遵守計劃要求之終止。如合作夥伴有下列任一情事，SAP 得以三個月之事前書面通知終止本銷售就地部署模式：

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

於銷售就地部署明細表所述之生效日後六個月內首次未能符合一切計劃要求；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.

未能遵守任何計劃要求，但計劃費用除外，SAP 針對後者得依 PartnerEdge GTC 第 1 部份第 10 條(基於正當事由終止)第 1 a) 款及第 2 a) 款之規定立即終止本銷售就地部署模式。

Article 11 Model-Specific Effect of Termination 模式特定之終止效力

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

若本銷售就地部署模式遭到終止、撤銷或以任何其他方式結束，合作夥伴得：

a) market and distribute the Software; and

行銷與經銷軟體；及

b) position SAP Delivered Support,

提供 SAP 交付支援；

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

給位處約定地區內之終端使用者之權利亦立即停止，如本銷售就地部署模式 Article 2 (參與模式) 所載。

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.

縱使有上述第 1 部份第 11 條之規定，合作夥伴得繼續為特定終端使用者經銷自 SAP 所訂購之軟體(下稱「業經接受之軟體」)，經銷予該軟體產品所為其訂購之終端使用者，不得無故遲延。既有或於銷售就地部署模式終止、撤回或結束前未履行完畢之個別訂購下所生之義務，不受影響。若 SAP 合理認為終端使用者無法於本銷售就地部署模式終止之生效日期前就軟體進行上線，SAP 有權拒絕接單。

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.

縱使本第 11 條有任何相反規定，合作夥伴得就其按 PartnerEdge GTC 第 1 部份第 4 條(商標授權)之規定而被授與之權利，來使用紀錄文件以及 SAP 標誌與其他 SAP 商標，專供與紀錄文件有關事宜之用，以便經銷業經接受之軟體予該軟體產品所為其訂購之特定終端使用者，不得無故遲延。

Article 12 Audit 稽核

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.

作為一般條款與條件所稱稽核之一部分，並僅為合約遵循之目的，例如，若 SAP 必須確認折扣提供的經濟利益的配置時，SAP 得稽核任何載明 SAP 產品銷售及交付日期的文件，例如合作夥伴與終端使用者，或合作夥伴與中介者的優惠方案、發票、款項、提貨單、契約及採購單。針對此類稽核，合作夥伴應依據 SAP 倫理合規部 (Office of Ethics and Compliance) 的要求，提供有關開放商機之預期利潤，或商機結束所賺取利潤等資訊及支援文件。

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.

在合作夥伴無法提供所需文件的情形下，SAP 有權尋求其他保證方式，例如審查稽核過的財務報表、損益表和費用帳戶。

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 建議合作夥伴在其與終端使用者簽訂之合約中納入下列條款內容：不需要終端使用者同意且終端使用者放棄保密條款和任何其他適用之揭露限制的條款，以允許 SAP 依照 GTC 和第 12 條的規定進行其稽核。

Article 13 Special Discounts **特殊折扣**

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 an 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.

倘合作夥伴要求之折扣與定價（以下稱「特殊折扣」）與 SAP 標準合作夥伴折扣及定價不同，其應提供與該請求有關之正確且真實資訊，以及任何可用以證明特殊折扣請求必要性的文件。任何特殊折扣，SAP 均係按個案審查決定，且其決定係以所提供文件之真實性、正確性及完整性作為基礎。SAP 得在任何時點，單方拒絕特殊折扣之請求。同意給予特殊折扣前後，如遇特殊折扣請求之相關資訊或重大資訊有所變更，合作夥伴應立即通知 SAP。合作夥伴接受特殊折扣後，應依據 SAP 核准之特殊折扣請求，將特殊折扣全數適用至終端使用者。為了避免產生任何疑義，只有在合作夥伴已用盡 SAP 提供給合作夥伴的可用標準折扣時，才能考慮特殊折扣請求。

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 an 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 an Special Discount if in respect of such Special Discount, Partner fails to comply with the requirements of this Section 2.

SAP 依一般條款與條件第 9 條規定，得就特殊折扣交易進行稽核。一旦 SAP 提出要求，合作夥伴將立即向 SAP 或專家提供所有相關文件，以便 SAP 驗證為支援特殊折扣請求而提供的所有資訊是否真實準確，以及是否依照 SAP 核准的特殊折扣請求將特殊折扣延伸至終端使用者。此類資訊得包括但不限於合作夥伴與終端使用者，或合作夥伴與中介者的優惠方案、發票、款項、提貨單、契約及採購單（以下稱「特殊折扣文件」）。依據相關法規（包括但不限於競爭法規），合作夥伴就下列事項放棄異議：i) 當 SAP 認定，直接與終端使用者共享特殊折扣文件，以及與終端使用者溝通聯絡（包括口頭及書面），對完成與特殊折扣相關之稽核為必要且適當時，縱有任何合約條款禁止，SAP 仍得為之；ii) 終端使用者直接與 SAP 共享特殊折扣相關資料。就此特殊折扣，倘合作夥伴未能遵守第 2 條規定，SAP 得使特殊折扣失效。

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.

在與中介者之契約內，合作夥伴應規範任何中介者，依上開第 2 及第 3 條規定，遵守與其相同之特殊折扣義務。在合作夥伴與任何中介者所訂之契約內，SAP 應被指名為該條款之第三方受益人，有權單方對中介者行使該條款。

Article 14 Survival **條款存續**

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

第 12 條（稽核）及第 13 條（特殊折扣）將於銷售就地部署模式終止後仍存續。