OEM Partner Agreement
OEM 合作伙伴协议
General Terms and Conditions
一般条款与条件
("OEM GTC")
（以下简称"OEM GTC"）

1.   DEFINITIONS
定义

Capitalized terms are defined in the Glossary. Other capitalized terms used in the OEM GTC may be defined elsewhere in this OEM GTC or other documents that constitute the Agreement.
术语见术语表中的定义。OEM GTC 中使用的其他术语可能会在本 OEM GTC 或构成协议的其他文件中的别处定义。

2.   GRANT OF RIGHTS
权利的授予

Subject to Partner compliance with the terms and conditions of the Agreement and the Program Requirements, SAP hereby grants to Partner the following rights:
在合作伙伴遵守协议的条款和条件以及计划要求的前提下，SAP 特此授予合作伙伴以下权利：

2.1   Development License.
开发许可。

   (a)   SAP grants Partner a nonexclusive, nontransferable right to use the Software in the Territory as follows ("OEM Development License"), provided that Partner pays the applicable OEM Program fee as described in the Order Form:
   SAP授予合作伙伴非独占且不可转让的以下权利，允许其在地域内使用软件（以下简称"OEM开发许可"），但前提是合作伙伴支付订单中所述的适用的OEM计划费用：

   (i) right to Use the number of Software licenses as reasonably provided by SAP to Partner for demonstration, evaluation and internal testing purposes solely in conjunction with Partner Solution; (ii) right to develop Add-Ons to the Software; and (iii) right to make copies of the Software or associated Documentation for such purposes.
   (i) 仅与合作伙伴解决方案一起使用由 SAP 合理提供给合作伙伴的软件许可数量，以用于演示、评估和内部测试目的； (ii) 开发软件扩展组件的权利； (iii) 出于此类目的的复制软件或相关文件的权利。

   (b)   Partner (solely through their qualified personnel) will receive access to the Software described in Section 2.1(a) above. The OEM Development License granted is provided on a not for resale basis and not for productive use or preparation for productive use. Any use of the Software provided under this OEM Development Licenses shall be in accordance with the terms of the Use Terms. Partner must complete and return any OEM Development License request form as may be provided by Licensor from time to time.
   合作伙伴（仅通过其合格人员）将可以访问上述第 2.1（a）节中所述的软件。授予的 OEM 开发许可是在不得转售的前提下提供的，不得用于生产用途或准备用于生产用途。依据本 OEM 开发许可提供的软件的使用均应遵守使用条款中的条款。合作伙伴必须填妥并交回许可方可能不时提供的任何 OEM 开发许可申请表。

   (c)   Evaluation License. Partner may distribute at no cost in the Territory a reasonable number of evaluation copies of the Software only for use in conjunction with Partner Solution to prospective Customers up to a maximum of 60 days (unless otherwise approved by SAP in writing), provided that such evaluation copies must not be used in production and the Software shall be destroyed or deleted at the end of the evaluation period. Partner shall provide an evaluation license agreement with every evaluation copy of the Software in compliance with the Minimum Terms.
   评估许可。合作伙伴可以向地域内的潜在客户免费分销合理数量的软件评估副本，此类评估副本仅可与合作伙伴解决方案结合使用，用于进行最多 60 天的软件评估（若经 SAP 的书面许可，可酌情延长），但前提是不得在生产环境中使用此类评估副本，同时在评估期结束时应销毁或删除软件。合作伙伴应按照最低限度条款，针对软件的每个评估副本提供评估许可协议。

2.2   On Premise License. SAP grants to Partner a non-exclusive and non-transferable license to reproduce, market, distribute and license the Software (including any Add-ons) and Documentation only as integrated and embedded in the Partner Solutions, to run such Customer's and its Affiliates' internal business operations (the "On-Premise License"). Permitted uses and restrictions of the Software also apply to Third Party Software excepted as stated in the Agreement.

本地许可。SAP 向合作伙伴授予一项非独占的、不可转让的许可，允许其将软件（包括任何扩展组件）和文档仅以集成或嵌入的形式作为合作伙伴解决方案的一部分进行复制、宣传、分销和许可，以开展此类客户及其关联企业的内部业务运营（以下简称"本地许可"）。除非协议中有规定，否则软件的许可使用和限制条款同样适用于第三方软件。

2.3 **ASP License**. SAP grants to Partner a non-exclusive and non-transferable license to use the Software and Documentation to provide ASP Services to Customers only as an integrated part of the Partner Solution ("ASP License"). If any SAP client software is required to be used with the Software, SAP grants to Partner the right to reproduce, distribute and license such client software to the same extent as the Software under an On Premise License, provided that: (i) Customers will only be permitted to use the client software to access the ASP Services, and (ii) the Customer will not be granted general development rights to the Software.

ASP 许可。SAP 向合作伙伴授予一项非独占的、不可转让的许可，允许其将软件和文档仅作为合作伙伴解决方案的集成部分，为客户提供 ASP 服务（以下简称"ASP 许可"）。如需与软件一起使用 SAP 客户端软件，SAP 依据本地许可，授予合作伙伴在与软件相同的范围内复制、分销和许可此类客户端软件的权利，但前提是：(i) 仅允许客户使用客户端软件访问 ASP 服务，且 (ii) 不应授予客户软件的一般开发权利。

2.4 **Distribution through Affiliates, Resellers and Distributors**. SAP grants to Partner the non-exclusive and non-transferable right to authorize its Affiliates, distributors and/or resellers to further distribute and license the Bundled Solution under an On-Premise License to the same extent and scope as that applied to Partner, provided that Partner will ensure that anyone it authorizes to distribute or resell the Software does so only in compliance with, and pursuant to written terms at least as protective of SAP as, the terms of the Agreement. In case of an ASP License, the same applies as above, except that the Software may not be distributed by Partner to any of its resellers or distributors.

通过关联企业、经销商和分销商进行分销。SAP 授予合作伙伴一项非独占的、不可转让的权利，允许合作伙伴授权其关联企业、分销商和/或经销商在合作伙伴获得授权的相同范围和领域内，按照本地许可，进一步分销和许可捆绑解决方案，但合作伙伴必须确保其授权分销或转售软件的任何人均应至少遵循与协议条款具有同等保护效力的书面条款。对于 ASP 许可，上述条款同样适用，但合作伙伴不能向其分销商或经销商分销软件。

2.5 **Bundled Solution.** The Use of the Software is subject to the following additional restrictions.

捆绑解决方案。软件的使用还应受到以下规定的限制。

(a) **Restricted License.** The Software may only be used with the Partner Solution to enable its performance, with data access limited to data created by the Partner Solution or data processed by the Partner Solution that is necessary to enable the functionalities of the Partner Solution (referred to as a "Restricted License"). Partner agrees that Partner Solution must add significant and primary additional functionalities to the Software in order to qualify as Partner Solution. Partner may only distribute or provide access to a Software release for as long as such Software release is under Mainstream Maintenance.

受限制的许可。软件仅与合作伙伴解决方案一同使用方可启用，同时只能访问合作伙伴解决方案创建的数据或为启用合作伙伴解决方案的功能而必须由合作伙伴解决方案处理的数据（称为"受限制的许可"）。合作伙伴同意，合作伙伴解决方案必须为软件添加重要的和主要的附加功能，才能成为合格的合作伙伴解决方案。仅当软件的任何版本处于主流维护阶段时，合作伙伴才可分销该软件版本或提供该软件版本的访问权限。

(b) **Bundled Solution Review.** The Bundled Solution must be reviewed and approved by SAP in advance in accordance with SAP's standard practices before Partner may promote or make it available to its Customers or third parties. Partner agrees to provide such information about the Bundled Solution as reasonably requested by SAP. SAP may deny or withhold approval in its sole discretion. SAP's approval of the Bundled Solution is not, and will not be construed or represented by Partner to any third party to be a verification of the Bundled Solution functionality or any support, preference, warranty or endorsement of such by SAP in any way.

捆绑解决方案审核。SAP 必须依据 SAP 的标准实践，事先审核和批准捆绑解决方案，合作伙伴才能将其推销或提供给客户或第三方。合作伙伴同意在 SAP 提出合理请求时提供有关捆绑解决方案的此类相关信息。SAP 可以自行拒绝或撤销批准。合作伙伴不得就 SAP 对捆绑解决方案的批准向任何第三方解释为或描述为对捆绑解决方案功能的验证，或者是 SAP 对捆绑解决方案的任何形式的支持、倾向、保证或认可。

2.6 **Minimum Terms**. Each Customer having access to the Software must have executed an End User Agreement. The End User Agreement must be binding on Customers under applicable laws and regulations in the country in which Partner is providing access to the Bundled Solution. The End User Agreement must contain terms not materially less protective of SAP than the Agreement including without limitation the terms required under Section 2.5(a) and the Use Terms. The Minimum Terms will include Partner's rights to perform audits on Customer's usage of the SAP Materials. Partner will not make any representations or warranties regarding the functionality or performance of the SAP Solution that conflict with the Agreement.

最低限度条款。每位访问软件的客户都必须签署最终用户协议。最终用户协议在合作伙伴提供捆绑解决方案访问权限的国家/地区内，必须依照适用法律和法规对客户具有约束力。最终用户协议必须包含对 SAP 的实质性保护效力不低于协议的条款，包括但不限于第 2.5(a) 节以及使用条款中的必要条款。最低限度条款包括合作伙伴有权对客户使用 SAP 材料的情况进行审计。合作伙伴不得就 SAP 解决方案的功能或性能，作任何与协议相冲突的陈述或保证。

2.7 **Authorized Users**.

授权用户。

(a) **Authorized Users.** Partner and Customers must be appropriately licensed as stated in the Use Terms for any individuals that Use the Software. Use may occur by way of an interface delivered with or as a part of the Software, a Partner, Customer or third-party interface, or another intermediary system. Customers may permit Business Partners to Use the Software only through screen access, solely in support of Customer's permitted Use, and not to run any of Business Partners' business operations.

授权用户。合作伙伴和客户须为使用软件的任何个人取得使用条款中所述的适当许可。使用可经由一个与软件一同交付或作为软件一部分交付的接口，合作伙伴、客户或第三方接口或其他中间系统进行。客户仅可允许业务合作伙伴以屏幕访问的形式使用软件，且仅支持客户的许可使用，但不允许使用软件开展业务合作伙伴的任何业务运营。

(b) **Service Providers.** For Software licensed to Customers under an On Premise License, Customer may permit service providers to access the Software only to assist Customer with its permitted Use of the Software. For Partner's Use of the Software under an ASP License, Partner may permit service providers to access the Software only to assist Partner with its permitted Use of the Software. Service providers must enter into a written agreement with Customer or Partner, as applicable, agreeing to comply with the terms of the Agreement. Service providers cannot Use the Software to run their own business, or operate or provide processing services to any third party. Partner or Customer, as applicable, is responsible for any breach of the Agreement caused by any individuals using the Software or SAP Materials or SAP Confidential Information.

服务提供商。对于通过本地许可向客户许可的软件，客户可以允许服务提供商访问软件，但仅限于协助客户以允许的方式使用软件。合作伙伴按照 ASP 许可使用软件时，合作伙伴可以允许服务提供商访问软件，但仅限于协助合作伙伴以允许的方式使用软件。服务提供商必须与客户或合作伙伴（视具体情况而定）达成书面协议，同意遵守协议条款。服务提供商不能使用软件运行其自身业务，或为任何第三方运营或提供处理服务。合作伙伴或客户（视具体情况而定）对任何个人使用软件或 SAP 材料或 SAP 保密信息导致的违反协议的行为承担责任。

2.8 **Acceptable Use Policy**.

可接受的使用政策。

With respect to the Software and other SAP Materials, Partner will not:

对于软件及其他 SAP 材料，合作伙伴须遵守以下规定：

(a) disassemble, decompile, reverse-engineer, copy, translate, reverse engineer or make derivative works,

不得反汇编、反编译、反向工程、拷贝、翻译或制作衍生作品，

(b) except as expressly authorized under the Agreement, permit any Customer or third party to:

除非协议明确授权，否则不得允许任何客户或第三方：

(i) provide services to third parties (such as service bureau, business process outsourcing or training); (ii) distribute or publish Software keycodes.

(i) 为第三方提供服务（比如服务机构业务、业务流程外包或培训）；(ii) 分发或公布软件密钥。

(c) use software components other than as intended and as specifically identified in the Order Form, even if it is technically possible for Partner to otherwise access such components;

不得使用订购单中指定和明确规定的软件组件以外的其他软件组件，即使合作伙伴在技术上能够实现对其他软件组件的访问；

(d) transmit any content or data that is unlawful or infringes any Intellectual Property Rights; or

不得传输非法或侵犯任何知识产权的任何内容或数据；或

(e) circumvent or endanger the operation or security of the Software and other SAP Materials.

不得妨害或危害软件及其他 SAP 材料的运营或安全。

2.9 Partner must not create or attempt to create the source code from the object code of the Software or other SAP Materials unless such action is indispensible in order to obtain information necessary to achieve interoperability of the Software with an independently created computer program and Partner has not been provided such information, despite a written

request, within a reasonable period of time. Information obtained through such action may not be used for purposes other than to achieve interoperability, and may not be given to third parties, unless this is necessary to establish interoperability, and in particular such information is not to be used for the development, creation or marketing of programs similar to the Software. If Partner wishes to exercise any right to reverse engineer to ensure interoperability in accordance with applicable law, Partner must first provide written notice to SAP and permit SAP, at its option, to make an offer to provide information and assistance reasonably required to ensure interoperability of the Software with other products for a fee to be mutually agreed upon (if any).

合作伙伴不得通过软件对象代码或其他 SAP 材料创建或试图创建源代码，除非该等行为是获取实现软件与独立创建的计算机程序之间互操作性的必要信息所必不可少的，且即使合作伙伴在合理时间内以书面形式提出请求，亦未获得此类信息。通过此类行为获得的信息不得用于除实现互操作性以外的任何目的，亦不得提供给第三方（除非为了实现互操作性而必须提供），特别是不得将此类信息用于开发、创建或宣传与软件类似的程序。如合作伙伴希望按照适用法律的规定行使任何反向工程权利，以确保互操作性，必须首先向 SAP 发出书面通知，并允许 SAP 自行决定提供合理需要的信息和协助，以确保软件与其他产品间的互操作性，相关费用由双方共同约定（若产生任何费用）。

2.10 Installation. Except as expressly permitted in the Agreement, Partner may permit Customer to install the Software under an On Premise License only on compatible hardware located at Customer's or its Affiliates' facilities and in their direct possession.

安装。除非协议明确许可，否则合作伙伴只能允许客户在可兼容硬件上安装按照本地许可向客户提供的软件，此硬件位于客户或其关联企业的所在地并由他们直接拥有。

2.11 Third Party Software.

第三方软件。

Agreement terms relative to "Software" apply to Third Party Software except:

与"软件"有关的协议条款同样适用于第三方软件，但以下情况除外：

(a) Partner will not make Modifications and/or Add-ons to Third Party Software, and

合作伙伴不得对第三方软件进行修改和/或开发扩展组件；以及

(b) as otherwise stated in the Use Terms.

除非使用条款中另有规定。

2.12 Delegation.

委托。

Partner may delegate the performance of the Partner's duties to suitably qualified personnel of an Affiliate. Notwithstanding such delegation by the Partner of its duties, Partner will remain directly accountable to SAP. Partner's Affiliate will not be entitled to hold itself out to be an authorized SAP partner or having any other direct relationship to SAP.

合作伙伴可以委托关联企业中合适的合格人员履行其职责。尽管本协议中有此类合作伙伴委托职责的规定，但合作伙伴仍将直接对 SAP 负责。合作伙伴的关联企业不得自称为授权的 SAP 合作伙伴，亦不得与 SAP 具有任何其他直接关系。

3. MODIFICATIONS AND ADD-ONS

修改和扩展组件

3.1 Modifications.

修改。

Except for Add-ons, Partner may not Modify, adapt, enhance, localize, translate or make derivatives of the Software or SAP Materials. SAP retains all right, title, and interest to all parts of the Software and SAP Materials, and any derivatives thereof, that are included in all Modifications and Add-Ons.

除扩展组件外，合作伙伴不得修改、改编、增强、本地化、翻译软件和 SAP 材料，亦不得对其制作衍生作品。SAP 保留对软件和 SAP 材料的所有部分以及包含在所有修改和扩展组件中的任何衍生作品的所有权利、所有权和权益。

3.2 Add-ons.

扩展组件。

(a) Partner may make Add-ons to the Software in furtherance of its permitted use under the Agreement. Partner may distribute or sublicense Add-ons with the Software only to the same extent as that applied to Partner's grant of the Software set forth herein. All Add-ons developed by SAP or its Affiliates (either independently or jointly with Partner) and all rights associated therewith are the exclusive property of SAP and its Affiliates. Partner agrees to execute those documents reasonably necessary to secure SAP or its Affiliates' rights in the foregoing. All Add-ons developed by or on behalf of Partner without SAP or its Affiliates' participation ("Partner Add-on"),

and all rights associated therewith, are the exclusive property of Partner subject to SAP's rights in and to the Software and SAP Materials.

合作伙伴在本协议允许的使用方式的基础上还可以对软件制作扩展组件。合作伙伴可以随软件一起分销或再许可扩展组件，但仅限于本协议就软件授予合作伙伴的适用范围。SAP 或其关联企业（独立或与合作伙伴共同）开发的所有扩展组件及与之相关的全部权利应归 SAP 及其关联企业唯一所有。合作伙伴同意签署合理必要的文件，以保护 SAP 或其关联企业享有的前述所有权利。SAP 或其关联企业未参与的由合作伙伴开发或代表合作伙伴开发的，但以 SAP 对软件和 SAP 材料的权利为基础的所有扩展组件（以下简称"合作伙伴扩展组件"）及与之相关的全部权利，应归合作伙伴唯一所有。

(b) Any Add-on to the Software developed by Partner must not (and subject to other limitations set forth herein): enable the bypassing or circumventing any of the restrictions set forth in the Agreement and/or provide Customers with access to the Software to which Customers are not directly licensed; nor unreasonably impair, degrade or reduce the performance or security of the Software; nor disclose any SAP Confidential Information.

由合作伙伴开发的任何软件扩展组件不得（且受到本协议中其他限制性规定的约束）：支持绕过或回避协议中的任何限制性规定和/或向客户提供客户未直接取得许可的软件的访问权；不合理地损害、降低或减弱软件性能或安全性；披露任何 SAP 保密信息。

4. SUPPORT
支持

4.1 Mutual Obligations. SAP and Partner will fulfill its respective obligations in accordance with the SAP's then-current SAP support offering set forth in the SAP support schedule that is incorporated in the Order Form. SAP will only provide SAP Support if Partner has paid the applicable SAP Support fee.

共同义务。SAP 和合作伙伴将按照纳入订购单的 SAP 支持协议中所述的届时有效的 SAP 支持服务，履行各自的义务。SAP 将提供 SAP 支持服务，但前提是合作伙伴支付了相应的 SAP 支持费。

4.2 No Support to Customers. SAP has no obligations to provide any SAP Support to Customers directly. Partner will be responsible for providing all support and maintenance services for the Software to Customers directly.

不提供客户支持。SAP 没有义务直接为客户提供任何支持。合作伙伴将负责直接为客户提供所有软件支持和维护服务。

5. DELIVERY.
交付。

SAP will deliver the Software and SAP Support by making it available for electronic download through the SAP Software Download Center (https://support.sap.com/en/my-support/software-downloads.html) to Partner. Risk of loss passes at the time of such electronic delivery. Partner agrees not to request any physical delivery of Software or SAP Support and should it occur then any such delivery will be rejected by Partner. Partner agrees and understands that the calculation of Taxes may be affected by the delivery method and delivery location of the Software and corresponding SAP Support.

SAP 将通过在 SAP 软件下载中心（https://support.sap.com/en/my-support/software-downloads.html）提供电子下载的方式向合作伙伴交付软件和 SAP 支持。损失的风险在此类电子交付时转移。合作伙伴谨此同意，不要求以任何物理方式交付软件或 SAP 支持。如出现这类要求，合作伙伴将拒绝任何此类交付。合作伙伴谨此同意并理解：税费计算可能会受到软件和相应 SAP 支持的交付方法和交付地点的影响。

6. REFUND.
退款。

For termination by Partner under Sections 13.2(b) and 14.1(c), Partner will be entitled to a refund of the license fees paid for the affected Software less an appropriate amount covering the period of actual use of the Software by Partner and its Customers.

合作伙伴按照第 13.2(b)和 14.1(c)节终止本协议时，合作伙伴有权获得为受影响的软件已支付的许可费，其中将扣除合作伙伴及其客户实际使用软件期间应付的费用。

7. ORDERS, PAYMENT AND TAXES
订单、付款和税费

7.1 Orders, Fees and Payment.
订单、费用和付款。

(a) Partner will order the SAP Solution according to SAP's standard procedures. Partner will pay fees in amount and currency as stated in the Order Form. Partner will pay to SAP all fees due within thirty days of date of invoice. SAP may provide invoices to an email address provided by Partner. Unpaid fees will accrue interest at the maximum legal rate. Partner purchase orders are for administrative convenience and not a condition of payment. Payment is not dependent upon completion of any implementation or other services, whether provided by Partner, SAP or their respective partners.

合作伙伴应依据 SAP 的标准程序订购 SAP 解决方案。合作伙伴将按照订购单中规定的金额和货币支付相关费用。合作伙伴应在开具发票之日起三十（30）天内向 SAP 支付应付的所有费用。SAP 可向合作伙伴提供的电子邮件地址发送发票。未支付费用按法律规定的最高利率计收利息。合作伙伴采购订单仅为便于管理，不构成付款条件。付款不以任何实施服务或其他服务的完成为前提，无论这些服务是由合作伙伴、SAP 还是他们的合作伙伴提供。

(b) Partner agrees to pay to SAP the annual program fee(s) as set out in the Order Form ("**Program Fee**") and must be paid by the Partner annually in advance.

合作伙伴同意向 SAP 支付订购单中规定的年度计划费用（以下简称"**计划费用**"），并且必须由合作伙伴按年提前支付。

(c) If Partner fails to make its payment on the due date, SAP may suspend Partner's rights under the Agreement, until payment is made. All orders under the Agreement and any Order Form are non-cancellable and fees are non-refundable.

如合作伙伴未能在付款到期日前付款，SAP 可能会暂停合作伙伴在本协议项下的权利，直至完成款项支付。本协议下的所有订单及任何订购单均不可取消，且费用概不退还。

(d) If SAP agrees to Partner's request to be invoiced in a different currency other than the currency stated in an Order Form, the exchange rate will be based on the official fixing of the European Central Bank at the date of invoice.

如 SAP 同意合作伙伴以不同于订购单中指定货币的其他货币开具发票，汇率将以欧洲央行在发票日期报出的官方固定比率为准。

(e) Partner will independently establish the price of the Bundled Solution for its Customers.

合作伙伴将独立确定面向其客户的捆绑解决方案的价格。

(f) SAP reserves the right to suspend Partner's rights under the Agreement in its sole and reasonable discretion, if Partner is in violation of the Agreement.

若合作伙伴违反协议，SAP 保留自行合理决定暂停合作伙伴在本协议项下权利的权利。

(g) Partner cannot withhold, reduce or set-off fees owed nor reduce license volume of any license, regardless of any termination, nonpayment, or other conduct of its Customers.

合作伙伴不得预扣、减少或抵免费用或减少许可的许可数量，无论其客户以任何形式终止协议、不支付或采取其他行为，均不例外。

7.2 Taxes.
税费。

Partner and SAP will comply with all applicable tax laws and regulations. All amounts payable by Partner to SAP do not include, service, use, property, excise, customs duties, value added or similar transaction taxes ("Tax(es)") now or hereafter levied. Partner will bear such taxes with the exception of income or corporation taxes attributable to SAP. If Partner is required to withhold income or corporation tax or a similar tax from any payment to SAP under this Agreement, Partner will be entitled to withhold or deduct such tax from the gross amount to be paid. However, Partner will reduce any such withholding tax payable to the lowest possible rate subject to compliance with all applicable laws and double taxation treaties. Partner will in the case of any withholding of tax provide SAP a receipt from the relevant authority to which such withholding tax has been paid and all other information and documents in order to enable SAP to apply for a tax credit against its income tax. Should the Partner fail to furnish SAP such receipt within a reasonable period, Partner will be liable to pay SAP the amount so deducted upon demand.

合作伙伴与 SAP 应遵守所有适用的税法和法规。合作伙伴向 SAP 支付的所有金额不包括现在或将来征收的服务税、使用税、财产税、消费税、关税、增值税或类似交易税（以下简称"税费"）。除 SAP 应缴纳的所得税或公司税以外，合作伙伴还应承担此类税费。如合作伙伴必须从本协议项下支付给 SAP 的任何付款中预扣所得税、公司税或类似税费，合

作伙伴应有权从应付总额中预扣或扣减此类税费。但合作伙伴应在遵循所有适用法律和双重税务条约的前提下，将任何此类应付预扣税降低至尽可能最低的比率。如需要预扣任何税费，合作伙伴应向 SAP 提供征收此类预扣税的相关权利机构开具的收据，以及支持 SAP 申请税收抵免其所得税所需的所有其他信息与文档。若合作伙伴未能在合理期限内向 SAP 提供此类收据，合作伙伴应负责按要求向 SAP 支付所扣减的金额。

7.3. PAYMENT REPORTS. Within twenty (20) days after the close of each calendar quarter, Partner will deliver to SAP a report ("Payment Report") which will provide all information reasonably required by SAP identifying each Customer by an unique customer number for computation, customer name (no abbreviations), customer address (street, city, postal code, country), group (if any), and/or confirmation of the fees, if any, due or credited to Licensor for the period being reported, including without limitation: (i) license information (material code/software description, license quantity, license metric, license term for non-perpetual licenses, and associated license or subscription fee due SAP), and (ii) SAP support fees, associated support rate and indicating whether it is first year support or a renewal, and associated license fee. The payment report shall be submitted to SAP even if no license and support fee is due. Partner will submit the payment report electronically via a reporting tool made available by SAP to Partner. SAP will inform in writing Partner in case of change to the reporting format and Partner shall submit its payment reports under such new reporting format for all future quarterly reporting periods. Partner agrees that the Payment Report is binding on Partner once it is submitted to SAP and Partner may not withdraw, modify or cancel any orders set forth in the Payment Report.

付款报告。 每个日历季度结束之后的二十（20）天内，合作伙伴应向 SAP 提供一份报告（以下简称"付款报告"），列出 SAP 根据唯一客户计算机编号、客户名称（非缩写）、客户地址（国家/地区、城市、街道和邮编）、客户组（如有）和/或费用确认函（如在该报告期间内存在应向许可方支付或贷记的费用）识别每位客户所需的所有合理信息，其中包括但不限于：(i) 许可信息（物料代码/软件说明、许可数量、许可指标、非永久许可的许可期限以及应付给 SAP 的相关许可费或租用费）；以及 (ii) SAP 支持费、相关的支持费率，且指出这是第一年支持、还是续租支持，以及相关的许可费。即使没有应付的许可费和支持费，也必须向 SAP 提交付款报告。合作伙伴应使用 SAP 向合作伙伴提供的报告工具以电子方式提交付款报告。如要更改报告方式，SAP 会以书面形式告知合作伙伴，且合作伙伴应以此类新的报告方式提交之后的所有季度报告期间的付款报告。合作伙伴同意，付款报告在提交给 SAP 后对合作伙伴具有约束力，并且合作伙伴不得撤回、修改或取消付款报告中规定的任何订单。

8. AUDIT.
审计。

SAP and Partner agree to the following audit terms:
SAP和合作伙伴同意以下审计条款：

(a) SAP shall have the right to once annually conduct an audit to verify the compliance of (i) Partner, and/or (ii) any of its Affiliates involved in the performance of obligations under any part of the Agreement, with the terms of the Agreement, in particular Partner´s compliance obligations as set forth in Section 12 below. Notwithstanding foregoing, in the event SAP reasonably believes that a breach of the terms of this Agreement, in particular the compliance obligations set forth in Section 12 below, has occurred or will most likely occur, SAP shall have the right to perform an audit.

SAP 应有权每年进行一次审计，验证 (i) 合作伙伴和/或 (ii) 负责依据本协议的任何部分履行相关义务的合作伙伴关联企业对本协议条款的遵守情况，特别是下面第 12 节所述的合作伙伴的合规义务的履行情况。尽管有上述规定，如 SAP 有合理理由认为发生了或极有可能发生违反本协议条款、特别是下面第 12 节所述合规义务的行为，SAP 有权进行审计。

(b) The audit will be conducted by SAP or its nominated independent expert. By choosing the expert, SAP will take into account Partner's legitimate business interests. SAP will bear the costs of the audit unless the expert establishes a breach by the Partner in which case Partner must bear the costs.

审计将由 SAP 或其指定的独立专家执行。SAP 在选择专家时将考虑合作伙伴的合法业务利益。SAP 将承担审计的费用，但是在专家确定合作伙伴存在违约行为时，审计费用应由合作伙伴承担。

(c) SAP will provide one (1) week advance notice of an audit unless a) SAP reasonably believes that evidence to be reviewed will be compromised or b) required by investigating authorities.

除非 a) SAP 有合理理由认为待审计的证据会受到破坏或 b) 调查机构有所要求，否则 SAP 应提前一（1）周发送审计通知。

(d) The audit will take place during normal business hours and SAP will instruct its expert to conduct the audit in such a manner that it will not unreasonably interfere with Partner's business operations.

审计将在正常的工作时间内进行。SAP 将指示其专家采取合适的方式，以避免无故妨碍合作伙伴的业务运营。

(e) Partner must make full disclosure to the expert, and ensure that (i) Partner and its Affiliates involved in the performance of obligations under any part of this Agreement and any of (ii) Partner's Representatives cooperate fully and provide information, grant viewing access to all necessary and useful documents and permit the making of copies of them. Financial records that relate to the subject matter of the audit must be readily available for inspection during audits by SAP or its expert. Partner also agrees to make its employees, officers, and directors involved in the performance of obligations under this Agreement available for meetings and interviews with SAP and/or its expert for the audit. Partner agrees to provide appropriate workspace for the expert.

合作伙伴必须向专家进行充分披露，并确保 (i) 负责依据本协议任何部分履行相关义务的合作伙伴及其关联企业和 (ii) 任何合作伙伴代表全力配合和提供信息，授予专家查看所有必要和有用单据的权限，并允许对这些单据进行复制。与审计标的有关的财务记录必须在 SAP 或其专家审计期间随时可供检查。同时，合作伙伴同意其涉及履行本协议项下义务的员工、高级职员和主管均可出席 SAP 和/或其专家针对审计开展的会议和面谈。合作伙伴同意为专家提供合适的工作空间。

(f) The expert will be bound in writing to confidentiality for the benefit of SAP and the Partner. The expert will undertake not to disclose information to SAP, except for the purpose of providing a report of the audit and, in case of a breach of any part of this Agreement, any information establishing such a breach.

为保护 SAP 和合作伙伴的利益，专家将受到书面保密约定的约束。专家承诺不对 SAP 披露信息，但是为提供审计报告和在出现违反本协议任何部分之规定的情形下为提供任何违约证明信息的除外。

(g) Partner's Confidential Information disclosed during the audit will not be used by SAP for any purpose other than to verify and prove if a breach of any part of this Agreement has occurred.

SAP 不得将审计过程中披露的合作伙伴保密信息用于证明存在违反本协议任何部分条款之外的其他目的。

(h) Partner must include audit terms with its agreements with any third party used by Partner in connection with its sales and marketing activities under this Agreement (hereinafter "Intermediary/ies") which are materially as protective as the terms in this Section 8. Furthermore, Partner must make SAP a third-party beneficiary to such audit terms with the right to enforce such provisions directly against the Intermediary at SAP´s sole discretion. Partner will use best commercially reasonable efforts to cooperate with SAP in enforcement of the audit terms in its agreements with any such third party.

合作伙伴必须在与为履行本协议项下的销售和营销活动而使用的第三方（以下简称"中间商"）之间签订的协议中包含实质上与本节（第 8 节）保护力度相当的审计条款。此外，合作伙伴必须使 SAP 成为此类审计条款的第三方受益人，并有权自行决定对中间商直接执行此类条款。合作伙伴应尽商业上合理的努力配合 SAP，执行其与任何此类第三方签署的协议中的审计条款。

(i) SAP reserves the right to suspend new business with the Partner in the event of a lack of reasonable and/or timely cooperation by Partner and its representatives in case of an audit. Furthermore, SAP may terminate the Agreement in accordance with Section 10.1 (Termination) below in case Partner does not cooperate with SAP during an audit as outlined in this Section 8.

如合作伙伴及其代表在审计过程中不给予合理和/或及时配合，SAP 保留暂停与合作伙伴开展新业务的权利。此外，如合作伙伴不按照本节（第 8 节）的规定在审计过程中配合 SAP，SAP 可以根据下面第 10.1 节（终止）终止协议。

9.   INTELLECTUAL PROPERTY AND CONFIDENTIALITY
知识产权和保密性

9.1   SAP Ownership.
SAP 所有权。

SAP, SAP SE, their Affiliates, or licensors own all Intellectual Property Rights in and related to the SAP Solution, SAP Materials, Documentation, Modifications, design contributions, related knowledge or processes, and any derivative works of them conceived or created by SAP (collectively, "SAP IP"). All rights to the SAP IP not expressly granted to Partner are reserved by SAP, SAP SE, their Affiliates and licensors. Partner will not remove, delete or alter any Intellectual Property Rights notices appearing on the SAP Materials.

SAP、SAP SE 及其关联企业或许可方拥有 SAP 解决方案、SAP 材料、文档、修改、设计贡献、相关知识或流程以及 SAP 构思或创造的该等内容的任何衍生作品中所含的及相关的全部知识产权（统称"SAP IP"）。SAP、SAP SE 及其关联企业和许可方保留未明确授予合作伙伴的所有 SAP IP 权利。合作伙伴不得移除、删除或篡改 SAP 材料上显示的任何知识产权声明。

9.2 **Partner Ownership.**
合作伙伴所有权。

Subject to SAP's underlying Intellectual Property Rights as described in Section 9.1, Partner owns all Intellectual Property Rights in and related to the Partner Product, design contributions, related knowledge or processes, and any derivative works of them conceived or created by Partner ("Partner IP"). All rights to the Partner IP not expressly granted to SAP are reserved by Partner.

根据第 9.1 节所述的 SAP 的基本知识产权，合作伙伴拥有合作伙伴产品、设计贡献、相关知识或流程以及合作伙伴构思或创造的该等内容的任何衍生作品中所含的及相关的全部知识产权（以下简称"合作伙伴 IP"）。合作伙伴保留未明确授予 SAP 的所有合作伙伴 IP 权利。

9.3 **Non-Assertion of Rights.**
不主张权利。

Partner covenants, on behalf of itself and its successors and assigns, not to assert against SAP, SAP SE, their Affiliates or licensors, or their resellers, distributors, suppliers, commercial partners and customers, any rights in any Modifications developed by or on behalf of Partner or Partner Add-ons, or any other functionality of the Software accessed by such Modification developed by or on behalf of Partner or Partner Add-on, or any claims of any rights, in any Software or SAP Materials.

合作伙伴以其自身名义并代表其继受人和受让人保证，不向 SAP、SAP SE 及其关联企业或许可方，或其经销商、分销商、供应商、商业伙伴和客户主张任何由合作伙伴开发或代表合作伙伴开发的修改或合作伙伴扩展组件中存在的任何权利，或由合作伙伴开发或代表合作伙伴开发的此类修改或合作伙伴扩展组件所访问的 SAP 软件的任何其他功能，或 SAP 软件或 SAP 材料中的任何权利。

9.4 **SAP Partner Logo; Trademarks**
SAP 合作伙伴标识；商标

(a) Subject to Partner's compliance with the Program Requirements, SAP grants to Partner a revocable, non-exclusive, non-sublicensable, non-transferable license to use the SAP partner logo ("SAP Partner Logo") as set forth in the SAP PartnerEdge Branding and Logo Usage Guideline for Partners made available to Partner on the SAP PartnerEdge partner dedicated website (the "Branding Guide"). No other license to any other Trademark is provided by SAP under this Agreement. Upon SAP's request, Partner will provide sample uses of the SAP Partner Logo.

在合作伙伴遵守计划要求的前提下，SAP 向合作伙伴授予可撤销的、非独占的、不可分许可的、不可转让的许可，允许其按照通过 SAP PartnerEdge 合作伙伴专用网站向合作伙伴提供的 SAP PartnerEdge 品牌和面向合作伙伴的标识使用指南（以下简称"品牌指南"）使用 SAP 合作伙伴标识（以下简称"SAP 合作伙伴标识"）。在本协议下，SAP 未授予任何其他商标的任何其他许可。应 SAP 要求，合作伙伴将提供 SAP 合作伙伴标识的使用示例。

(b) Use of the SAP Partner Logo must conform to the Branding Guide or such other SAP trademark use requirements that SAP may provide. Partner will not use any Trademark, in whole or in part, as part of any Partner mark, name, logo, and/or domain name.

对 SAP 合作伙伴标识的使用必须符合品牌指南或 SAP 可能提供的其他 SAP 商标使用要求。合作伙伴不得使用任何商标的全部或部分作为任何合作伙伴标记、名称、标识和/或域名的一部分。

(c) Partner agrees not to register any Trademark (in whole or in part), or any mark confusingly similar to a Trademark. Partner will not contest the validity of the SAP Partner Logo. Partner will reasonably cooperate with SAP, at SAP's expense, in the defense and protection of the SAP Partner Logo. Partner acknowledges the value of the goodwill in the Trademarks, including the SAP Partner Logo, and that SAP is the exclusive beneficiary of such goodwill.

合作伙伴同意不注册任何商标的全部或部分，或与商标类似的会造成混淆的任何标记。合作伙伴不得对 SAP 合作伙伴标识的有效性提出质疑。合作伙伴应合理配合 SAP 保护 SAP 合作伙伴标识，费用由 SAP 承担。合作伙伴承认商标（包括 SAP 合作伙伴标识）的商誉价值，以及 SAP 为该等商誉的唯一受益人。

9.5 **Confidential Information.**
保密信息。

(a) Use of Confidential Information. The receiving party will:
保密信息的使用。接收方应：

i. Maintain all Confidential Information of the disclosing party in strict confidence, taking steps to protect the disclosing party's Confidential Information substantially similar to those steps that the receiving party takes to protect its own Confidential Information, and which shall not be less than a reasonable standard of care;
对披露方的所有保密信息严格保密，采取与接收方保护其自身的机密信息所采取的措施大致相同的措施保护披露方的保密信息，且不得低于合理注意标准；

ii. not disclose or reveal any Confidential Information of the disclosing party to any person other than its Representatives whose access is necessary to enable it to exercise its rights or perform its obligations under the Agreement and who are under obligations of confidentiality substantially similar to those in this Section 8.5.
不得向为行使协议项下的权利或履行协议项下的义务而需要获取保密信息，并承担与第 8.5 节规定的条款大体类似的保密义务的代表以外的任何人员披露或透露披露方的任何保密信息。

iii. not use or reproduce any Confidential Information of the disclosing party for any purpose outside the scope of the Agreement;
不得出于协议范围之外的任何目的使用或复制披露方的任何保密信息；

iv. retain any and all confidential, internal, or proprietary notices or legends which appear on the original and on any reproductions;
保留原件和任何复制品上出现的任何及所有保密、内部或专有声明或图例；

(b) Partner shall not disclose any information about the Agreement, its terms and conditions, the pricing or any other related facts to any third party. Confidential Information of either party disclosed prior to execution of the Agreement will be subject to Section 9.5.
合作伙伴不得向任何第三方披露有关协议、其条款和条件、定价或任何其他相关事实的任何信息。任何一方在签署本协议之前披露的保密信息均受到第 9.5 节规定的约束。

(c) Compelled Disclosure. The receiving party may disclose the disclosing party's Confidential Information to the extent required by law, regulation, court order or regulatory agency; provided, that the receiving party required to make such a disclosure uses reasonable efforts to give the disclosing party reasonable prior notice of such required disclosure (to the extent legally permitted) and provides reasonable assistance in contesting the required disclosure, at the request and cost of the disclosing party. The receiving party and its Representatives shall use commercially reasonable efforts to disclose only that portion of the Confidential Information which is legally requested to be disclosed and shall request that all Confidential Information that is so disclosed is accorded confidential treatment.
强制性披露。依照法律、法规、法院指令或监管机构的要求，接收方可以披露披露方的保密信息，但前提是，被要求进行此类披露的接收方应尽合理努力就此类披露事宜事先向披露方发出合理的通知（在法律允许的范围内），并在披露方要求和承担相关费用的情况下，就对此类披露要求进行抗辩提供合理的协助。接收方及其代表应尽商业上合理的努力，仅披露法律要求披露的部分保密信息，并应要求对就此披露的所有保密信息给予保密处理。

(d) Exceptions. The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that: (i) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, (ii) has become generally known or available to the public through no act or omission by the receiving party, (iii) at the time of disclosure, was known to the receiving party free of confidentiality restrictions, or (iv) is lawfully acquired free of restriction by the receiving party from a third party having the right to furnish such Confidential Information, or (v) the disclosing party agrees in writing is free of confidentiality restrictions.
例外规定。有关保密信息的使用或披露的限制条款不适用于以下任何保密信息：(i)在未使用披露方的保密信息的情况下，由接收方独立开发的信息；（ii）因接收方的不作为或疏忽而在披露之时已为公众所知或已普遍公开的信息；(iii) 在披露之时已为接收方所知且不受保密限制的保密信息；(iv) 接收方从有权提供此类保密信息的第三方处合法获得且不受任何保密义务或规定限制的信息；或 (v) 披露方书面同意不受保密限制的信息。

(e) Publicity. Neither party will use the name of the other party in publicity activities without the prior written consent of the other, except that Partner agrees that SAP may use Partner's name in customer or partner listings or quarterly calls with its investors or, at times mutually agreeable to the parties, as part of SAP's marketing efforts (including reference calls and stories, press testimonials, site visits, SAPPHIRE participation). Partner agrees that SAP may share information on Partner with its Affiliates for marketing and other business purposes and that it has secured appropriate authorizations to share Partner employee contact information with SAP SE and its Affiliates.

公开。未经另一方事先书面同意，任何一方不得将对方的名称用于公开活动中，但合作伙伴同意 SAP 将合作伙伴的名称用于客户或合作伙伴名单或与投资者举行的季度电话会议中的，或作为 SAP 的营销工作（包括推荐电话与品牌故事、新闻推荐、现场拜访、参加 SAPPHIRE 大会）的一部分以双方一致同意的次数进行使用的除外。合作伙伴同意，SAP 可出于营销和其他业务目的与其关联企业分享有关合作伙伴的信息，且合伙伙伴自身已获得与 SAP SE 及其关联企业分享合作伙伴员工联系信息的相应授权。

(f) Destruction and Return of Confidential Information. Upon the disclosing party's request, the receiving party shall promptly destroy or return the disclosing party's Confidential Information, including copies and reproductions of it. The obligation to destroy or return Confidential Information shall not apply:

保密信息的销毁和归还。应披露方要求，接收方应立即将包含披露方保密信息的副本和复制品销毁或归还。销毁或归还保密信息的义务不适用于以下情形：

(i) if legal proceedings related to the Confidential Information prohibit its return or destruction, until the proceedings are settled or a final judgment is rendered;

与保密信息有关的法律诉讼程序禁止归还或销毁，直到诉讼得到解决或作出最终判决；

(ii) to Confidential Information held in archive or back-up systems under general systems archiving or backup policies; or

根据一般系统归档或备份政策，保密信息已保存在归档或备份系统中；或

(g) (iii) to Confidential Information the receiving party is legally entitled or required to retain.

(iii) 接收方依法有权或要求保留保密信息。

(h) **Feedback.** Partner may at its sole discretion and option provide SAP with Feedback. In such instance, SAP, SAP SE and its Affiliates may in its sole discretion retain and freely use, incorporate or otherwise exploit such Feedback without restriction, compensation or attribution to the source of the Feedback.

反馈。合作伙伴可自行决定向 SAP 提供反馈。在此类情况下，SAP、SAP SE 及其关联企业可自行决定保留和自由使用、合并或以其他方式利用此类反馈，而不受限制、补偿或无需注明反馈来源。

9.6 **Independent Development.**
独立开发。

Either party has the right to independently develop software or services that would compete with the other party's software or services without the use of the other party's Confidential Information. Either party will be free to use for any purpose the Residuals resulting from access to or work with the Disclosing Party's Confidential Information. Neither party will have any obligation to limit or restrict the assignment of such persons or to pay fees or royalties for any work resulting from the use of Residuals. However, nothing in this subsection will be deemed to grant to either party a license under the other party's copyrights or patents.

各方有权在不使用另一方保密信息的情况下，独立开发与另一方的软件或服务相竞争的软件或服务。无论出于任何目的，各方均有权自由使用因接触或使用披露方的保密信息而引发的残留信息。任何一方均没有义务限制或约束该等人员的指派，或为因使用残留信息而引起的任何工作支付费用或特许权使用费。但是，该小节的任何内容不得视为向一方授予另一方版权或专利权下的许可。

9.7 **Enforcement of Rights.**
行使权利。

If any third party to whom Partner has granted rights or access with respect to any Software in accordance with the Agreement, is using, accessing, marketing or selling, the Software without, or exceeding its, authorization, Partner will cooperate with SAP in enforcement and protection of SAP's rights. At the request of SAP, if prompt enforcement and protection of SAP's rights by Partner or cooperatively with SAP is not timely or successful, then Partner will temporarily stop marketing, licensing, positioning, providing and distributing the Software to any such third party unless and until such unauthorized activity is resolved to SAP's satisfaction.

如合作伙伴已经依据协议向其授予与任何 SAP 软件相关的权利或访问权的第三方正在使用、访问、推销或销售 SAP 软件，但没有得到授权或超出授权范围，合作伙伴应配合 SAP 行使和保护 SAP 的权利。应 SAP 要求，如合作伙伴未及时

或成功配合 SAP 立即行使和保护 SAP 的权利，合作伙伴应暂停向任何此类第三方推销、许可、定位、提供和分销 SAP 软件，除非或直至此类未经授权的活动得到解决，且达到 SAP 的满意。

10. TERM AND TERMINATION
期限和终止

10.1 Termination.
终止。

A party may terminate the Agreement:
任何一方均可在以下情况下终止本协议：

(a) upon thirty days written notice of the other party's material breach of the Agreement, unless the breach is cured during such thirty-day period;
在书面通知另一方其实质性违反本协议的三十（30）天后，除非该违反行为于上述三十（30）天期间内予以纠正；

(b) immediately if (i) the other party files for a petition for winding up, becomes insolvent, makes an assignment for the benefit of creditors, or an event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an equivalent effect to any of the foregoing, (ii) the other party otherwise materially breaches Sections 8 or 12; or (iii) Partner (x) fails to comply with information requests required by SAP to carry out due diligence checks and any subsequent due diligence renewal requests and/or audits, or (y) meet SAP's partner due diligence requirements.
如果 (i) 另一方申请破产清算、无偿债能力、为债权人利益进行转让，或另一方在其司法管辖区内发生如前所述的任何同等事件或提起诉讼；(ii) 另一方实质上违反第 8 节或第 12 节的规定；或者 (iii) 合作伙伴未能 (x) 遵守 SAP 为执行尽职调查所提出的信息请求和任何后续尽职调查更新请求和/或审计，或 (y) 符合 SAP 的合作伙伴尽职调查要求，则终止立即生效。

Termination will not relieve Partner from its obligation to pay fees that remain unpaid. Partner agrees that communications to its Customers or other third parties and any publications/press releases regarding such termination will be mutually agreed in writing prior to distribution.
本协议的终止不应免除合作伙伴支付未付费用的义务。合作伙伴同意，在向客户或其他第三方以及任何出版物/新闻稿发布有关此类终止的通知之前，双方应就此达成一致的书面同意。

10.2 Effect of Expiration or Termination. Upon termination of the Agreement:
有效期届满或终止的效力。 协议终止后：

(a) Partner's right to the following immediately ends:
合作伙伴的以下权利立即终止：

(i) hold itself out as partner of SAP; (ii) right to market, distribute or license the Software or SAP Materials to any third party, including renewing any subscription-based license or service agreements with existing customers; (iii) use the SAP trademarks, including, without limitation, the SAP Logos which Partner was authorize to use as set out in this OEM GTC; and (iv) use of SAP's Confidential Information, Documentation and other marketing programs and other materials and all copies, reproductions, summaries, or extracts of the foregoing or based on the foregoing distributed by SAP or its Affiliates to Partner.
(i) 作为 SAP 的合作伙伴；(ii) 向任何第三方营销、分销或许可软件或 SAP 材料，包括与现有客户续期任何基于租用的许可协议或服务协议；(iii) 使用 SAP 商标，包括但不限于授权合作伙伴依据本 OEM GTC 规定使用的 SAP 标识；和 (iv) 使用 SAP 保密信息、文档和其他营销计划及其他材料，以及 SAP 或其关联公司向合作伙伴分发的前述内容或基于前述内容的所有副本、复制品、摘要或摘录。

(b) Confidential Information of the disclosing party will be returned, retained or destroyed as required by the Agreement or applicable law.
披露方的保密信息将按协议或适用法律的要求退还、保留或销毁。

(c) The parties agree that communications to Customers and any publications/press releases regarding such termination will be mutually agreed upon, in writing, prior to distribution.
协议双方特此同意，在向客户以及任何出版物/新闻稿发布有关此类终止的通知之前，双方应就此达成一致的书面同意。

(d) Termination of the Agreement applies to all Software licensed. Except as otherwise mutually agreed by the Partner in writing, partial termination of the Agreement is not permitted with respect to any part of the Agreement.

协议的终止适用于所有许可的软件。除非合作伙伴另有书面约定，否则不得部分终止协议的任何部分。

(e) Partner's right to provide ASP Services to new customers will immediately terminate. Subject to Partner's continuing compliance with the terms of the Agreement, Partner may continue to use its perpetual ASP Licenses to provide ASP Services to its Customers that are contracted with Partner as of the termination date of the Agreement but may not renew any additional renewal periods after such termination.

合作伙伴向新客户提供 ASP 服务的权利亦应立即终止。在合作伙伴继续遵循协议条款的情况下，合作伙伴可以使用其已购买的 ASP 永久许可，继续向在协议终止后与合作伙伴签订合同的客户提供 ASP 服务，但合作伙伴在此类终止之后不得再续租任何其他续租期。

(f) except for termination by SAP in accordance with the Agreement, Partner's rights to use any non-perpetual ASP License after the termination of the Agreement will be subject to the relevant Order Form that grants such license.

除非 SAP 按照协议规定终止协议，否则在协议终止后，合作伙伴使用任何非永久性 ASP 许可的权利都将受到授予此类许可的相关订购单的约束。

(g) any paid-up perpetual license to the Software previously granted to a Customer under an On-Premise License will survive according to the terms of such license; and

根据此类许可的条款规定，先前按本地许可授予给客户的任何已付费的软件永久许可仍然继续有效；及

(h) Partner may request to receive, and SAP may agree to provide for a limited time, support services for the Software after the termination of the Agreement upon mutual agreement in writing. Such support services provided post termination will be governed by the Agreement.

协议终止之后，经双方一致书面同意，合作伙伴可以要求获得，且 SAP 可以同意提供一定期限的软件支持服务。终止后提供的此类支持服务将受该协议约束。

10.3 Survival.
存续。

Sections 1, 3.1, 8, 9, 10.2, 11, 12, 13.4, 14.1-14.4, 15.1-15.4, 16-18 will survive the expiration or termination of the Agreement.

第 1、3.1、8、9、10.2、11、12、13.4、14.1-14.4、15.1-15.4、16-18 节的规定在本协议有效期届满或终止之后继续有效。

11. IMPORT AND EXPORT CONTROLS
进出口管制

11.1 Export Compliance.
出口合规。

(a) SAP Confidential Information is subject to export control laws of various countries, including the laws of the United States, European Union and Germany ("Export Regulations"). Partner will not export SAP Confidential Information to countries, persons, organizations or entities if prohibited by export laws. Partner will take all precautions to ensure that any distributor, reseller and Customer permitted to distribute the Software under the Agreement complies with the Export Regulations.

SAP 保密信息受到不同国家/地区的出口管制法律的限制，包括美国、欧盟和德国的法律（以下简称"出口条例"）。若出口法律禁止，合作伙伴不能将 SAP 保密信息出口到其他国家/地区、人员、组织或实体。合作伙伴应采取所有预防措施，确保依据该协议获准分发软件的任何分销商、经销商与客户均不违反出口条例。

(b) Export Assistance. Partner will support SAP in obtaining any required export and import authorization and/or approval by providing such information as requested by SAP. The availability of the Software and SAP Materials may require prior export and/or import authorizations and this process may delay or prevent the delivery of Software or SAP Materials, including support services. This section also applies to any Software or support services that SAP delivers directly to the Customer on behalf of Partner.

出口协助。合作伙伴应提供 SAP 所要求的信息，以支持 SAP 获取任何必要的出口与进口授权和/或批准。若要使用软件与 SAP 材料，可能需要事先获得出口和/或进口授权，获得授权的流程可能会延迟或阻止软件或 SAP 材料（包括支持服务）的交付。本节也适用于 SAP 代表合作伙伴直接向客户交付的任何软件或支持服务。

(c) Required Authorization. It is Partner's sole responsibility to obtain any required authorization and/or approval from the competent authorities to comply with any applicable Export Regulations with respect to the Bundled Solution.

必要的授权。合作伙伴全权负责从主管部门获取任何必要的授权和/或批准，以遵守适用于捆绑解决方案的任何出口条例。

12. **PARTNER'S COMPLIANCE OBLIGATIONS**
合作伙伴的合规义务

12.1 **Compliance Obligations.** Partner will conduct operations in compliance with applicable laws, rules and regulations in exercising its rights and obligations under this Agreement. Laws may include but not be limited to the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and local anticorruption legislation that may apply. Partner undertakes that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, or other unlawful or improper means of influencing or obtaining business. Partner agrees that such payment of money, kickback, or anything of value shall be deemed a material breach for purposes of this Agreement. Partner will comply with SAP's Partner Code of Conduct, or its own code of conduct if comparable standards are established. Partner confirms that it is not listed by any government agency as debarred, suspended, or proposed for suspension or debarment or otherwise determined to be ineligible for government procurement programs.

合规义务。合作伙伴在开展经营活动时，应遵守适用的法律法规，行使和履行本协议下的权利和义务。法律包括但不限于美国的《海外反腐败行为法》、英国的《反贿赂法案》以及当地可能适用的反腐败法。合作伙伴承诺，不得出于公开或商业贿赂目的或效用，或其他影响或获取业务的非法或不当方式，进行任何付款或价值转移。合作伙伴同意，就本协议而言，支付款项、回扣或有价物品的这类行为应视为实质性违约。合作伙伴应遵守 SAP 合作伙伴业务行为守则，或者如果合作伙伴制定了类似的标准，也可以遵循自己的业务行为守则。合作伙伴确认，其未被任何政府部门列为政府采购项目的排除、暂停单位，亦未被提议为暂停或排除单位或被列入政府采购项目不合格名单。

12.2 **Business Entertainment.** Business entertainment conducted for the fulfilment of this Agreement must be appropriate, transparent, compliant with policies of the guest's company, and absent of any appearance of an attempt to influence business decisions.

业务招待。为履行本协议而提供的业务招待必须合理、透明、符合客人企业的相关政策，且不得有任何试图影响业务决策的表现。

12.3 **Delegation.** Partner may not assign, delegate, subcontract its obligations under this Agreement to any third party, unless expressly permitted under the Agreement or with express permission from SAP. Partner shall require all subcontractors to agree to terms substantially similar to this Section 8 in writing.

委托。除非协议或经 SAP 明确许可，否则合作伙伴不得向任何第三方转让、委托、分包其在本协议项下的义务。合作伙伴应要求所有分包商以书面形式同意与本节（第 8 节）实质上相似的条款。

12.4 **Representation.** Partner is solely responsible for making accurate and complete representations in seeking SAP's consent for any transferal or subcontracting under this Agreement. In no event shall Partner sell, resell, license, sublicense, distribute, make available, rent or lease or otherwise commercially exploit to any other third party the products and services procured from SAP for a named Customer, unless expressly permitted under the Agreement.

陈述。在就本协议下的任何转让或分包征求 SAP 同意时，合作伙伴全权负责提供准确且完整的陈述。除非本协议明确允许，否则在任何情况下，合作伙伴均不得向任何其他第三方销售、转售、许可、再许可、分销、提供、租借、租赁或出于商业目的以其他方式向任何第三方提供从 SAP 处为指定客户采购的产品和服务。

12.5 **Conflicts of Interest.** SAP expects Partner to prevent any conflict of interest and to maintain a policy to identify and disclose potential conflicts. Partner must inform SAP's Office of Ethics and Compliance without undue delay if Partner becomes aware of any conflict of interest, or the appearance thereof. The term "conflict of interest" describes any circumstance that could cast doubt on the Partner's ability to act with objectivity regarding the rights and obligations under this Agreement.

利益冲突。SAP 希望合作伙伴避免任何利益冲突，并制定政策识别和披露潜在的冲突。合作伙伴发现利益冲突或出现利益冲突时，必须立即通知 SAP 道德与合规办公室。"利益冲突"术语用于描述对合作伙伴在履行本协议项下权利和义务时能否完全客观行事的能力提出质疑的情形。

12.6 **Covered Individual.** Partner affirms that none of its owners, directors, employees, and to its knowledge, third parties involved in the performance of this Agreement is a Politically Exposed Person or Government Official or a Close Family Member of a Government Official (all "Covered Individual"), (i) with the ability, or appearance of ability, to influence the performance of this Agreement or (ii) who will derive any substantial financial benefit in the contractual relationship established by this Agreement. If any of Partner's owners, directors, employees and, to its knowledge, third parties involved in the performance of this Agreement is such a Covered Individual, Partner affirms that it will disclose and fully describe any such relationship in writing to SAP and obtain from SAP written acknowledgement of such disclosure.

涉及的个人。合作伙伴确认，其所有者、董事、员工以及履行本协议所涉及的第三方均不是(i) 具备或表明具备影响本协议履行的能力，或 (ii) 将在本协议建立的合同关系中获得任何实质性的经济利益的政治公众人物、政府官员或政府官员亲近的家庭成员（以下统称为"涉及的个人"）。 如合作伙伴的任何所有者、董事、员工以及参与履行本协议的第三方为此类涉及的个人，合作伙伴确认其将以书面形式向 SAP 披露并充分描述任何此类关系，并从 SAP 处获得此类披露的书面承诺。

13.   WARRANTIES AND DISCLAIMER; PARTNER REPRESENTATION
保证和免责声明；合作伙伴声明

13.1   Performance Warranty.
履约保证。

SAP warrants that the Software will substantially conform to the specifications contained in the Documentation for six months following delivery.

SAP 保证于交付软件后的六（6）个月内，软件在实质上符合文档中所规定的规格。

13.2   Remedy.
补救措施。

Partner's sole and exclusive remedies and SAP's entire liability for breach of the warranty under Section 13.1 will be:

对于违反第 13.1 节中的保证规定的行为，合作伙伴可获得的唯一排他补救措施及 SAP 应承担的全部责任为：

   (a) the repair or replacement of the nonconforming Software, and
        修复或更换不合格的软件；及

   (b) if SAP fails to repair, replace or re-perform within a reasonable time, Partner may terminate its license for the affected Software. Any termination must occur within three months of SAP's failure to repair, replace or re-perform.
        如果 SAP 无法在合理时间内修复、更换或重新提供软件，合作伙伴可以终止受影响软件的许可。任何终止均须在 SAP 未能修复、更换或重新提供软件后的三（3）个月内提出。

The remedies set forth in this Section 13.2 are conditioned upon Partner notifying SAP in writing with a specific description of the Software's nonconformance within the warranty period and SAP validates the existence of such nonconformance.

仅当合作伙伴在保证期内书面通知 SAP 软件不符合要求且经 SAP 证实的确存在不符合要求的情形时，SAP 才会采取第 13.2 节列出的补救措施。

13.3   Warranty Exclusions.
保证排除条款。

The warranty in Section 13.1 will not apply if:

第 13.1 节中的保证规定不适用于以下情况：

   (a) The Software is not used in accordance with the Agreement or Documentation,
        软件的使用不符合协议或文档的规定，

   (b) any non-conformity is caused by Partner or its Customers, or by any product or service (including Modifications or Add-ons) not provided by SAP,
        不符合情形是因合作伙伴或其客户或非 SAP 提供的任何产品或服务（包括修改或扩展组件）所引起，

   (c) the Software was provided for no fee, or
        免费使用软件，或

   (d) Partner has not licensed any Software under the Agreement.
        合作伙伴未依据该协议许可任何软件。

13.4   Disclaimer.
免责声明。

Neither SAP nor its subcontractors make any representation or warranties and SAP and its subcontractors disclaim all representations, warranties, terms, conditions or statements, which might have effect between the parties or be implied or incorporated into the Agreement or any collateral contract, whether by statute, common law or otherwise, all of which are hereby excluded to the fullest extent permitted by law including the implied conditions, warranties or other terms as to merchantability, suitability, originality, or fitness for a particular use or purpose. Further, except as expressly provided in the Agreement, neither SAP nor its subcontractors make any representations, warranties, terms, conditions or statements of non-infringement or results to be derived from the use of or integration with any products or services, or

that the operation of any products or services will be secure, uninterrupted or error free. Partner agrees that it is not relying on delivery of future functionality, public comments or advertising of SAP or product roadmaps in obtaining a license for any SAP Solution.

SAP 及其分包商均未作出任何声明或保证，且 SAP 及其分包商均不承认任何声明、保证、条款、条件或声明，这些声明、保证、条款、条件或声明可能在双方之间产生效力，或通过成文法、普通法或其他方式隐含或纳入本协议或任何附带合同中，所有这些在法律允许的最大范围内被排除在外，包括关于适销性、适用性、独创性或对特定用途或目的的适用性的默示条件、保证或其他条款。此外，除非协议中另有明确规定，SAP 和其分包商均未就使用任何产品或服务或与任何产品或服务集成的非侵权或从中获得的结果作出任何陈述、保证、条款、条件或声明，也未保证任何产品或服务的运营将是安全的、不间断的或无误的。合作伙伴同意，其在获得任何 SAP 解决方案许可时未依赖 SAP 未来的功能交付、公共评论或广告或者产品路线图。

13.5 **Partner Representation.**
合作伙伴声明。

Partner will not make any representations or warranties as to the performance of the SAP Solution or other services on behalf of SAP or otherwise make commitments on behalf of SAP. Partner represents and warrants that it has and will maintain sufficient facilities and adequate capital, resources, and personnel to market and support the Bundled Solution and to perform its obligations under this Agreement.

合作伙伴不得代表 SAP 就 SAP 解决方案或其他服务作出任何声明或保证，亦不得以其他形式代表 SAP 作出任何承诺。合作伙伴承诺并保证，确保提供足够的设施和充足的资金、资源和人员来宣传并支持捆绑解决方案，并履行其在本协议项下的义务。

14. **THIRD PARTY CLAIMS**
第三方索赔

14.1 **Claims Brought Against Partner.**
对合作伙伴提出的索赔。

(a) SAP will defend Partner against claims brought against Partner and its Affiliates by a third-party owner of intellectual property alleging that Partner's use, distribution or resale of the Software in the Territory in accordance with the Documentation and the terms and conditions of the Agreement constitutes a direct infringement or misappropriation of a thirty party's patent claim, copyright, or trade secret right. SAP will pay Partner damages finally awarded against Partner (or the amount of any settlement SAP enters into) with respect to these claims.

任何第三方知识产权所有者声称合作伙伴在地域内依据文档规定和协议条款与条件使用、分销和转售软件的行为构成对第三方专利权申请、版权或商业秘密权的直接侵犯或盗用并因此对合作伙伴及其关联企业提出索赔的，SAP 将为合作伙伴提供抗辩。SAP 将会承担就此类索赔作出的终审判决对合作伙伴造成的损失（或 SAP 达成的任何和解金额）。

(b) SAP's obligations under Section 14.1(a) will not apply if the claim results from (i) Partner's breach of the Agreement, (ii) use of the Software in combination with any product or service (including any Modification and Add-ons) not provided by SAP, (iii) failure to promptly use an update for Software provided by SAP if infringement or misappropriation could have been avoided by the use of the update, (iv) Partner's failure to timely notify SAP in writing of any such claim if SAP is prejudiced by Partner's failure to provide or delay in providing such notice or (v) use of the Software provided for no fee.

第 14.1(a)节中规定的 SAP 应承担的义务不适用于因以下情况导致的索赔：(i) 合作伙伴违反协议；(ii) 将软件与非 SAP 提供的任何产品或服务（包括任何修改和扩展组件）一起使用；(iii) 未及时使用 SAP 为避免侵权或盗用而提供的软件更新；(iv)合作伙伴未能及时以书面形式通知 SAP 任何此类索赔，而 SAP 因合作伙伴未能提供或延迟提供此类通知而受到损害；或 (v) 使用免费提供的软件。

(c) If a third party makes a claim or in SAP's reasonable opinion is likely to make such a claim, SAP may, at its sole option and expense: (i) procure for Partner the right to continue using the Software under the terms of the Agreement, or (ii) replace or modify the Software to be non-infringing without material decrease in functionality. If these options are not reasonably available, SAP or Partner may terminate the license to the affected Software upon written notice to the other.

如第三方提出索赔，或 SAP 合理认为可能会提出此类索赔，SAP 可自行选择并承担费用：(i) 为合作伙伴取得依据协议条款继续使用软件的权利；或 (ii) 在不实质性减少功能的情况下更换或修改软件，做到不侵权。若无法合理提供上述选项，则 SAP 或合作伙伴可在书面通知对方之后终止受影响软件的许可。

(d) SAP expressly reserves the right to cease such defense of any claim(s) if the applicable Software is no longer alleged to infringe or misappropriate the third party's rights.

适用软件不再存在侵犯或盗用第三方权利嫌疑的，SAP 明确保留停止对任何索赔的前述抗辩的权利。

14.2 Claims Brought Against SAP.
对 **SAP** 提出的索赔。

Partner will defend SAP against claims brought against SAP, SAP SE, its Affiliates and subcontractors by any third party related to the items set forth in Section 14.2(a) through (c). Partner will indemnify SAP against all damages finally awarded against SAP, SAP SE, its Affiliates and subcontractors (or the amount of any settlement Partner enters into) with respect to these claims.

对于任何第三方就第 14.2(a)至(c)节所述的项目向 SAP、SAP SE 及其关联企业和分包商提出的索赔，合作伙伴应为 SAP 提供抗辩。合作伙伴将就此类索赔作出的终审判决对 SAP、SAP SE 及其关联企业和分包商造成的损失（或合作伙伴达成的任何和解金额）对 SAP 进行补偿。

(a) Taxes (other than its income and payroll taxes) and related costs paid or payable by SAP attributable to those Taxes;

税费（所得税与工资税除外）和 SAP 因该等税费所缴纳或应缴纳的相关费用；

(b) Partner or its Affiliates' breach of the terms set forth in Sections 2.5, 2.6, 11 and 12 of this OEM GTC; and

合作伙伴或其关联企业违反本 OEM GTC 第 2.5、2.6、11 和 12 节条款的规定；及

(c) a claim that (i) the Partner Product infringes, misappropriates or violates any patent, copyright or trade secrets of any third party, (ii) Partner's combining (or its authorizing others to combine) the Software with any products or service not provided by SAP, or (iii) Partner's use, license or distribution of the Software in violation of the Agreement, infringes, misappropriates or violates any patent, copyright or trade secrets of any third party.

因以下原因提出的索赔：(i) 合作伙伴产品侵犯、盗用或侵害任何第三方的任何专利、版权或商业秘密；(ii) 合作伙伴自己或授权他人将软件与非 SAP 提供的任何产品和服务一起使用；或 (iii) 合作伙伴违反协议使用、许可或分销软件的行为构成对第三方专利、版权或商业秘密的侵犯、盗用或侵害。

14.3 Third Party Claim Procedure.
第三方索赔程序。

(a) The party against whom a third party claim is brought (the "Named Party") will timely notify the other party (the "Defending Party") in writing of any claim. The Named Party shall reasonably cooperate in the defense and may appear (at its own expense) through counsel reasonably acceptable to the Defending Party.

第三方索赔所针对的一方（"指定方"）应及时书面通知另一方（"抗辩方"）任何索赔。 指定方应在抗辩过程中予以合理配合，并可（自费）聘请抗辩方合理接受的律师提供抗辩。

(b) The Defending Party will have the right to fully control the defense.

抗辩方将拥有抗辩的全权控制权。

(c) Any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by, the Named Party.

索赔的任何和解结果均不构成指定方的财务赔偿或特定履行义务，或指定方承认债务。

14.4 Exclusive Remedy.
排他补救措施。

The provisions of Section 14 state the sole, exclusive, and entire liability of the parties, their Affiliates, Business Partners and subcontractors to the other party, and is the other party's sole remedy, with respect to covered third party claims and to the infringement or misappropriation of third party Intellectual Property Rights.

第 14 节规定了协议双方及其关联企业、业务合作伙伴和分包商就本协议项下涉及的第三方索赔及侵犯或盗用第三方知识产权对另一方唯一的、排他性的和全部的责任以及唯一的补救措施。

15. LIMITATION OF LIABILITY
责任限制

15.1 Unlimited Liability.
无限责任。

Neither party will exclude or limit its liability for damages resulting from:

任何一方均不得排除或限制其就以下各项引起的损害所应承担的责任：

(a) Partner's indemnity obligations under the Agreement;

合作伙伴在协议项下的赔偿义务；

(b) death or bodily injury arising from either party's negligence or willful misconduct;

因任一方的过失或有意过错而引起的死亡或人身伤害；

(c) Partner's unauthorized use, license or resell of Software or SAP Materials and/or any failure by Partner to pay any fees due under the Agreement;

合作伙伴未经授权使用、许可或转售软件或 SAP 材料和/或合作伙伴未能支付协议项下的任何应付费用；

(d) Partner's breach of the Customer and resellers' licensing requirements set forth in this Agreement, including the Minimum Terms;

合作伙伴违反本协议项下规定的客户与经销商的许可要求，包括最低限度条款；

(e) fraud or fraudulent misrepresentation;

欺诈或欺诈性虚假陈述；

(f) breach of the obligations imposed by s.12, Sale of Goods Act 1893, as amended by the Sale of Goods and Supply of Services Act 1980; and

违反《1893 年货物买卖法》（在《1980 年货物售卖和服务提供法》中修订）第 12 节中规定的义务；和

(g) any other liability which cannot be excluded or limited by applicable law.

根据适用法律不能排除或限制的任何其他责任。

15.2 Liability Cap.
责任限额。

(a) Subject to Sections 15.1 and 15.3, and regardless of the basis of liability (whether arising out of liability under breach of contract, tort (including but not limited to negligence), misrepresentation, breach of statutory duty, breach of warranty, claims by third parties arising from any breach of the Agreement), the maximum aggregate liability of either party (or its parent, respective Affiliates or subcontractors) to the other or any other person or entity for all events (or series of connected events) arising out of the Agreement will not exceed:

根据第 15.1 和 15.3 节，不论责任依据为何（是否因违反合同，侵权行为（包括但不限于疏忽）、虚假陈述、违反法定义务、违反保证、因违反协议而产生的第三方索赔），任何一方（或其母公司、各自的关联企业或分包商）因协议产生的所有活动（或一系列相关活动）对另一方或任何其他个人或实体的最高责任总额不得超过：

(i) The license fee paid for the applicable Software directly causing the damage; or (ii) The annual subscription fee paid for the applicable Software licensed under a non-perpetual subscription fee basis directly causing the damage for a twelve-month period. Any "twelve-month period" commences on the Subscription Term start date or any of its yearly anniversaries.

(i) 为直接造成损害的适用软件支付的许可费；或 (ii) 为直接造成损害的、基于非永久租用费用许可的适用软件支付的十二（12）个月期限的年租用费。"十二（12）个月期限"自租用期限开始日期或其任一年度周年日开始。

15.3 Exclusion of Damages.
损害免除赔偿。

Subject to Section 15.1:

依据第 15.1 节：

(a) regardless of the basis of liability (whether arising out of liability under breach of contract, tort (including but not limited to negligence), misrepresentation, breach of statutory duty, breach of warranty, claims by third parties arising from any breach of this Agreement), under no circumstances shall either party (or their respective Affiliates or SAP's subcontractors) be liable to the other party or any third party for any loss or damage (whether or not the other party had been advised of the possibility of such loss or damage) in any amount, to the extent that such loss or damage is (i) incidental, consequential, special, punitive, exemplary or indirect; or (ii) for any loss of profits, loss of business, loss of business opportunity, loss of goodwill, loss resulting from work stoppage

or loss of revenue or anticipated savings, data loss, computer failure or malfunction, whether any such loss or damage is direct or indirect and even if advised of the possibility of such damages, and

无论责任依据为何（是否因违反合同而产生的责任、侵权行为（包括但不限于疏忽）、虚假陈述、违反法定责任、违反保证、因违反本协议而引起的第三方索赔），在任何情况下，任何一方（或其各自的关联企业或 SAP 的分包商）均不对任何金额的损失或损害向另一方或任何第三方承担责任（无论另一方是否已被告知此类损失或损害的可能性），包括此类损失或损害是 (i) 偶然的、后果的、特殊的、惩罚性的、惩戒性的或间接的；也不对 (ii) 任何利润损失、业务损失、商业机会丧失、商誉损失、因停工而造成的损失或收入损失或预期节省损失、数据丢失、计算机故障承担赔偿责任，无论此类损失或损害是直接还是间接的，且即使已经被告知出现上述损害的可能性，以及

(b) SAP will not be liable for any damages caused by any Software provided for no fee.

SAP 不就因任何免费提供的 SAP 软件而引起的任何损害承担责任。

15.4 Risk Allocation.

风险分配。

The Agreement allocates the risks between SAP and Partner. The fees for the Software reflect this allocation of risk and limitations of liability. It is expressly understood and agreed that each provision of this OEM GTC which provides for a limitation of liability, disclaimer, warranties or exclusion of damage is intended by the parties to be severable and independent of any other provision and to be enforced as such.

本协议将风险在 SAP 与合作伙伴之间进行了分配。SAP 软件费用反映了此类关于风险和责任限制的分配情况。协议双方均明确理解并一致同意：本 OEM GTC 中有关责任限制、免责声明、保证或损害赔偿排除的各项条款均可分割，且独立于任何其他条款，不受本协议项下其他条款的影响。

16. MISCELLANEOUS

其他条款

16.1 Severability.

可分割性。

If any provision of the Agreement is held to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.

如本协议的任何条款被裁定为无效或不可执行，则该无效或不可执行不会影响协议的其他条款。

16.2 Waivers.

弃权。

A waiver or non-enforcement against any breach of the Agreement or obligation under the Agreement is not deemed a waiver of any other breach or obligation.

对任何违反协议或协议项下义务的弃权或不执行不视为对任何其他违约或义务的弃权。

16.3 Counterparts; Electronic Signature.

协议副本；电子签名。

The Agreement may be signed in counterparts, each of which is an original and together constitute one Agreement. Electronic signatures via DocuSign or any other form as determined by SAP that comply with applicable law are deemed original signatures.

协议可签署多份副本，每份均为正本，共同构成一份协议。通过 DocuSign 或 SAP 确定的符合适用法律的任何其他形式的电子签名应视为原件签名。

16.4 Notices.

通知。

All notices will be in writing and given when delivered to the address set forth in the Order Form. Notices made under the Agreement by SAP may be in the form of an electronic notice to Partner's authorized representative or administrator identified in the Order Form. System notifications and information from SAP relating to the support of the Software can also be provided via the SAP Support Portal.

所有通知均在以书面形式递送至订购单中规定的地址时视为送达。SAP 依据协议发出的通知可以采用电子形式发送给订购单中所列的合作伙伴授权代表或管理员。SAP 提供的与软件支持有关的系统通知和信息也可以通过 SAP Support Portal[支持门户]提供。

16.5   Assignment.
转让。

Without SAP's prior written consent, Partner may not assign or transfer the Agreement (or any of its rights or obligations) to any party. A Change of Control of Partner will be deemed an assignment of this Agreement. Partner will provide to SAP written notice at least sixty (60) days prior to any proposed assignment or transfer. Any attempted assignment or transfer of this Agreement in violation of this Section is void. SAP may assign the Agreement to SAP SE or any of its Affiliates.

未经 SAP 事先书面同意，合作伙伴不得向任何一方转让本协议（或其任何权利或义务）。合作伙伴的控制变更将视为对本协议的转让。合作伙伴应提前至少六十（60）日向 SAP 发出关于任何转让提议的书面通知。任何试图违反本节规定转让本协议的行为均无效。SAP 可将协议转让给 SAP SE 或其任一关联企业。

16.6   Subcontracting.
分包。

SAP may subcontract its performance under the Agreement to third parties. SAP is responsible for breaches of the Agreement caused by its subcontractors.

SAP 可将协议项下的履行分包给第三方。SAP 应对其分包商违反协议的行为承担责任。

16.7   Relationship of the Parties.
双方关系。

The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by the Agreement.

协议双方为独立的签约方，且协议不构成协议双方间任何的合作伙伴、特许、合资、代理、信托或雇佣关系。

16.8   Force Majeure.
不可抗力。

Any delay in performance (other than for the payment of amounts due) caused by conditions beyond the reasonable control of the performing party is not a breach of the Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance.

因超出履行协议一方合理控制原因而造成对本协议的迟延履行的（到期款项之支付义务除外），不应构成对本协议的违约。这种情况下，应延长协议的履行期限，延长时间应等于妨碍履约的情形的存续时间。

16.9   Entire Agreement.
完整协议。

This Agreement constitutes the complete and exclusive statement of the agreement between SAP and Partner in connection with the parties' business relationship related to the subject matter of the Agreement. All previous representations, discussions, and writings (including any confidentiality agreements) are superseded by the Agreement. Each party acknowledges that in entering into the Agreement it has not relied on any representation, discussion, collateral contract or other assurance or writings except those expressly set out in the Agreement. Each party waives all rights and remedies which, but for this section, might otherwise be available to it in respect of any such representation, discussion, collateral contract or other assurance or writings. The Agreement may be modified solely in writing signed by both parties, except as expressly permitted under the Agreement. This Agreement will prevail over terms and conditions of any Partner-issued purchase order, which will have no force and effect, even if SAP accepts or does not otherwise reject the purchase order.

本协议构成 SAP 与合作伙伴就本协议主旨所达成的有关双方商业关系的协议的完整且唯一的声明。之前的所有声明、磋商与文书（包括任何保密协议）均由本协议取代。各方均承认，在订立协议时，除了协议中明确规定的内容外，并未依赖任何声明、磋商、附属合同或其他保证与文书。各方放弃其在任何此类声明、磋商、附属合同或其他保证或与文书中可能享有的一切权利和补救措施（本节规定的除外）。除非协议明确允许，本协议惟经双方书面签署方可进行修改。本协议的效力应高于合作伙伴签发的任何采购订单中的条款和条件；此类条款和条件不具备任何效力，即使 SAP 接受或未以其他形式拒绝该采购订单，也是如此。

16.10   Non-Exclusivity.
非排他性。

This is a non-exclusive relationship. Each party may have similar agreements with others.

这是非排他性关系。各方可与他人签订类似协议。

16.11 **Governing Law.**
管辖法律。

This Agreement and any claims (including any non-contractual claims) arising out of or in connection with this Agreement and its subject matter will be construed, and the legal relations between the parties hereto will be determined, in accordance with the laws of Ireland. In the event of any conflicts between foreign law, rules, and regulations, and Irish law, rules, and regulations, Irish law, rules, and regulations will prevail and govern. The exclusive place of jurisdiction for all disputes arising from or in connection with this Agreement is Ireland. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement. Either party must initiate a cause of action for any claim(s) relating to the Agreement and its subject matter within one year from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

本协议以及因本协议及其主旨产生或与本协议有关的任何索赔（包括任何非合同索赔）将根据爱尔兰法律进行解释，并据此确定本协议双方之间的法律关系。外国法律、条例和法规与爱尔兰法律、条例和法规产生任何冲突时，应以爱尔兰法律、条例和法规为准。因本协议引起或与本协议相关的所有争议的专属管辖地位于爱尔兰。《联合国国际货物销售合同公约》和《统一计算机信息交易法案》（若实施）不适用于本协议。对于与协议及其主旨相关的任何索赔，任何一方须在知晓或经合理调查后应当知晓引发索赔的事由之日起的一（1）年内提出诉讼理由。

16.12 **Records.**
记录。

Partner will maintain accurate and transparent books, records and accounts in accordance with record retention policies sufficient to accurately account for transactions and to demonstrate compliance with applicable laws and regulations. Financial books, records, and statements shall be kept in reasonable detail, accuracy and fairly reflect the disposition of assets and transactions. The contents of the books and records and related supporting documentation should be sufficient such that a third party could assess the business purpose of the transaction, including (as applicable) the identification of any third parties involved. Partner must accurately document all transactions related to this Agreement and prevent side agreements contradicting the terms of the Agreement and the commitments made by Partner towards SAP, whether oral or written. Where Partner becomes aware of any such side commitments, Partner must promptly notify SAP of such commitments in writing.

合作伙伴应依据记录保留政策保留准确透明的账目、记录和账户，足以准确地解释交易和证明对适用法律法规的遵守情况。账务账目、记录和报表应保留合理的细节，应能够准确、公正地反映出对资产和交易的处理情况。账目、记录及相关支持性凭证的内容应充分，以便第三方评估交易的业务目的，包括证明所涉及的任何第三方的身份（若适用）。合作伙伴必须准确记录所有与本协议有关的交易，防止出现与协议条款以及合作伙伴向 SAP 所做承诺相矛盾的口头或书面协议。一旦合作伙伴发现任何此类承诺，应立即书面通知 SAP。

17. **CHANGES TO TERMS.**
条款变更。

17.1 **Price List.**
价目表。

SAP reserves the right to change the Price List without prior written notice. Any change to the Price List will become effective on the date indicated in the Price List or if no such date is indicated, upon the earliest of (i) it being published on SAP's partner-dedicated website or (ii) it otherwise being provided by SAP or its Affiliates to the Partner. The Price List that was effective when Partner places a correctly filled-out order for the relevant Software with SAP will apply. Existing quotes provided by SAP to Partner will be honored for the time that the quote is valid or in case the quote does not contain a validity date for the time during which the quote can reasonably be expected to be accepted.

SAP 保留未经事先书面通知变更价目表的权利。价目表的任何变更将于其上写明的生效日期生效，若未写明此生效日期，则以下述两个日期中较早的为准：(i) 在 SAP 专门面向合作伙伴的网站上发布之时或 (ii) 由 SAP 或其关联企业向合作伙伴提供之时。合作伙伴就相关 SAP 软件向 SAP 提交正确填写的订单时，适用其时有效的价目表。而 SAP 提供给合作伙伴的现有报价在该报价的有效期间内，或在该报价未包含有效期间但经合理预计将被接受时，仍然有效。

17.2 **Program Guide.**
计划指南。

SAP reserves the right to change any or all parts of the SAP PartnerEdge Program Independent Software Vendor OEM Program Guide ("OEM Program Guide"), , Branding Guide, and any other guide applicable to the SAP PartnerEdge Build or OEM program as may be reasonably required and consistent with SAP's practices.

SAP 保留根据合理要求和与 SAP 实践保持一致的需要变更 SAP PartnerEdge 计划独立软件供应商 OEM 计划指南（以下简称"OEM 计划指南"）、品牌指南以及适用于 SAP PartnerEdge Build 或 OEM 计划的任何其他指南的任何或所有部分的权利。

17.3   Notice.
通知。

SAP will give Partner at least:
SAP 将给予合作伙伴：

(a)   if Partner is located in EMEA or APJ, three months; and
若合作伙伴位于欧洲、中东和非洲地区或亚太及日本地区，则不少于三（3）个月；

(b)   if Partner is located in North America or Latin America, sixty days,
若合作伙伴位于北美或拉丁美洲，则不少于六（6）天，

prior notice in writing or in any other documented form of changes to the items listed in this Section 17.2.
事先书面或任何其他文件的形式通知本节（第 17.2 节）所列项目的变更。

Unless otherwise stated in the notice, the notice will become effective:
除非通知中另有规定，否则通知将于下述时间生效：

(i) if Partner is located in EMEA or APJ, three months; and (ii) if Partner is located in North America or Latin America, after sixty-days ("**Change Period**").
(i) 若合作伙伴位于欧洲、中东和非洲地区或亚太及日本地区，则为三(3)个月；和 (ii) 若合作伙伴位于北美或拉丁美洲，生效时间为六（6）天后（以下简称"**变更期限**"）。

If the justified interest of Partner is negatively affected by the changes, Partner is entitled to terminate the affected part of the Agreement with effect to the expiration of the applicable Change Period. If Partner does not terminate within the applicable Change Period, the changes are deemed to be accepted by Partner.
若合作伙伴的正当利益因变更而受到不利影响，合作伙伴有权终止协议受影响的部分，终止生效时间为适用的变更期限届满之时。合作伙伴未在前述时间内终止的，视为合作伙伴接受变更内容。

17.4   Any change that SAP reasonably believes to be beneficial to Partner may, at SAP's discretion, become effective upon notice by SAP. Such changes include, but are not limited to, increased discounts, promotions and program enhancements. Should Partner believe a change not to be beneficial, Partner must notify SAP in writing within five days of receipt of such notice that Partner does not agree with SAP's assumption and state the reasons why the change would not be beneficial to Partner. In such case, Section 17.3 above applies.
对于 SAP 有合理理由认为有利于合作伙伴的任何变更，SAP 可自行决定于 SAP 发出通知时生效。前述变更包括但不限于增加折扣、促销与计划提升。若合作伙伴认为变更对其不利，其必须在收到此类变更通知的五（5）日内以书面形式告知 SAP 其存有异议，并阐明变更将对其不利的理由。在此类情况下，上述第 17.3 节适用。

17.4 Discontinuation. SAP may elect to discontinue the distribution of any SAP Solution and to cancel any or all orders for the discontinued SAP Solution without liability to partner. However, SAP will return any fee prepaid by Partner for the discontinued SAP Solution, including, without limitation, prepaid license fees for discontinued Software and SAP Support, in each case less an appropriate amount covering the period from the effective date of the license until the effective discontinuation date.
停止。SAP 可以选择停止分销任何 SAP 解决方案，取消停止分销的 SAP 解决方案的任何或所有订单，且无需对合作伙伴负责。但是，SAP 将退还合作伙伴为已停止分销的 SAP 解决方案预付的任何费用，包括但不限于为已停止分销的软件和 SAP 支持预付的许可费，在每种情况下减去从许可生效日期到停止生效日期间的相应金额。

18.   SPECIAL DISCOUNT.
特别折扣。

18.1   Partner understands that the pricing provided in the Order Form may deviate from SAP standard partner discount and pricing and is therefore equivalent to a Special Discount on SAP's standard pricing ("Special Discount"). SAP's decision to offer a Special Discount is based on the truth, accuracy and completeness of the information and documents provided by Partner such as Partner's solution, its business and commercial models (the "Special Discount Information"). Partner confirms that it has provided accurate and truthful Special Discount Information and documents to SAP.
合作伙伴理解，订购单中提供的定价可能与 SAP 标准合作伙伴折扣和定价存在偏差，这就相当于对 SAP 标准定价的特别折扣（以下简称"特别折扣"）。SAP 将依据合作伙伴提供的信息和文档（比如合作伙伴解决方案、业务情况和商业模

式）的真实性、准确性和完整性决定是否提供特别折扣（以下简称"特别折扣信息"）。合作伙伴确认已经向 SAP 提供了准确、真实的特别折扣信息和文档。

18.2 SAP may audit the Special Discount Information in accordance with the terms of Section 8 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 the Special Discount Information was truthful and accurate. Such information may include but shall not be limited to the solution architecture and invoices, contracts, and purchase orders by and between Partner and Customer. The documentation shall enable SAP or the expert to determine the quantity of SAP licenses in the Bundled Solution licensed to the Customer.

SAP 可根据 GTC 第 8 节的规定审查特别折扣信息。若 SAP 要求，合作伙伴应立即向 SAP 或专家提供所有相关文档，支持 SAP 核实特别折扣信息是否真实、准确。这些信息包括但不限于解决方案架构以及合作伙伴和客户之间的发票、合同和采购订单。这些文档应能帮助 SAP 或专家确定许可给客户的捆绑解决方案中的 SAP 许可的数量。

18.3 In its contracts with Intermediary of the Bundled Solution, Partner must require any Intermediary to adhere to the same obligations relevant to Exceptional Discounts as outlined in Sections 18.1 and 18.2 above. SAP must be named a third-party beneficiary to such terms in a contract between Partner and any Intermediaries with the right to enforce such terms itself and independently from Partner against an Intermediary.

在与捆绑解决方案的中间商签订的合同中，合作伙伴必须要求中间商同样遵守上述第 18.1 和 18.2 节规定的与例外折扣相关的义务。在合作伙伴与中间商签订的合同中，SAP 应作为此类条款的第三方受益人，SAP 应有权不受合作伙伴的约束，自行对中间商执行此类条款。

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

如合作伙伴因向客户承担保密义务或根据其他适用法律（包括但不限于相关竞争法）要求而无法提供所要求的文档，无论是因书面合同引起的还是适用法律造成的，合作伙伴均应立即向 SAP 提供不受相关义务约束的书面证据。此外，合作伙伴应立即寻求客户的书面同意，解除保密限制，以便 SAP 按计划开展审查活动。如客户拒绝提供书面同意，合作伙伴应 (i) 向 SAP 提供解除保密限制请求的副本和拒绝的书面证明，并 (ii) 向 SAP 提供客户方面的联系人，方便 SAP 与之探讨拒绝事宜。

Glossary
术语表

1.1 "**Add-on**" means any development using APIs that adds new and independent functionality to the Software, but does not modify existing functionality of the Software.

"**扩展组件**"是指使用 API 所作的任何开发，此类开发为软件添加了新的、独立的功能，但不修改现有的软件功能。

1.2 "**ASP Service**" means application services that are provided by Partner utilizing Software that allow Customers to remotely access, or otherwise receive the benefits of, the Bundled Solution (via a private network or the Internet) that are installed in a Data Center.

"**ASP 服务**"是指合作伙伴利用软件提供的应用程序服务，这类服务支持客户通过专用网络或互联网，远程访问安装在数据中心的捆绑解决方案，或以其他方式从这些解决方案中获益。

1.3 "**Affiliate**" of a party means any legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the entity's shares or voting rights. Any legal entity will be considered an Affiliate as long as that interest is maintained.

一方的"**关联企业**"是指一方直接或间接拥有百分之五十（50%）以上股份或表决权的任何法人实体。任何法人实体只要持有百分之五十（50%）以上的股份或表决权，就应被视为关联企业。

1.4 "**Agreement**" means the OEM GTC, Order Form and documents incorporated into the OEM GTC and Order Form.

"**协议**"是指 OEM GTC、订购单和纳入 OEM GTC 和订购单的文件。

1.5 "**APIs**" means an SAP and its Affiliates' application programming interfaces and accompanying or related Documentation, source code, tools, executable applications, libraries, subroutines, widgets and other materials (and all derivative works or modifications thereof) that allows other software to communicate with or call on SAP Solution, including any access code, authentication keys or similar mechanisms to enable access of the APIs.

"**API**"是指 SAP 及其关联企业的应用程序编程接口以及随附或相关的文档、源代码、工具、可执行应用程序、资源库、子程序、小部件和允许其他软件与 SAP 解决方案进行通信或调用的其他材料（以及所有相关衍生作品或修改），包括任何访问代码、验证密钥或支持 API 访问的类似机制。

1.6 "**Bundled Solution**" means the combined offering of the Software in conjunction with the Partner Product. Software cannot be used independent of the Partner Product.

"**捆绑解决方案**"是指与合作伙伴产品一起提供的软件组合产品。软件不能独立于合作伙伴产品使用。

1.7 "**Business Partner**" means a legal entity that requires access to the SAP Solution in connection with Customer's and its Affiliates' internal business operations. These may include customers, distributors, service providers and/or suppliers of Customer and its Affiliates.

"**业务合作伙伴**"是指需要访问 SAP 解决方案来运营客户及其关联企业内部业务的法人实体。其中可能包括客户、分销商、服务提供商和/或客户及其关联企业的供应商。

1.8 "**Change of Control**" of a party means a transaction or series of transactions (i) where 50% or more of the entity's shares or voting rights of a party ("Control") is acquired by persons or entities other than those who Control such party on the Effective Date of the Build Master Partner Agreement, or (ii) resulting in the sale of all or substantially all of a party's assets.

一方的"**控制变更**"是指符合以下条件的交易或系列交易：(i) 在 SAP PartnerEdge Build [构建模式]主合作伙伴协议的生效日期，一方（"控制方"）50%或以上股份或投票权被控制方以外的个人或实体所获得，或 (ii) 因出售一方全部或几乎全部资产而导致。

1.9 "**Confidential Information**" means all information which the disclosing party protects against unrestricted disclosure to others that (i) the disclosing party or its representatives designates as confidential and/or internal and/or proprietary at the time of disclosure; or (ii) should reasonably be understood to be confidential at the time of disclosure given the nature of the information and the circumstances surrounding its disclosure.

"**保密信息**"是指披露方防止不受限制披露给他人的所有信息，其中包括：(i) 披露方或其代表在披露时规定为具有保密性和/或内部和/或专有的信息；或 (ii) 根据信息的性质或披露时的情形理应被视为具有保密性的信息。

1.10 "**Customer**" means Partner's customer that is licensing or using the Bundled Solution only for its own internal business operations that has signed an End User Agreement. A Customer will not include any Affiliates of Partner.

"**客户**"是指仅出于内部业务运营之目的的许可或使用捆绑解决方案的合作伙伴的客户，并且其已签署最终用户协议。客户不包括合作伙伴的任何关联企业。

1.11 "**Data**" means any content, materials, data and information that Authorized Users entered into the production system of a Software or that Customer or Partner derives from its use of and stores in the Software (e.g. Customer-specific reports). Data and its derivatives will not include SAP's Confidential Information.

"**数据**"是指授权用户向软件生产系统中输入的任何内容、材料、数据和信息，或者客户或合作伙伴从使用软件的过程中获得的以及存储在软件中的任何内容、材料、数据和信息（例如，客户特定报告）。数据及其衍生品均不包括 SAP 的保密信息。

1.12 "**Data Center(s)**" means the site at which the Software will be hosted, to enable Partner to provide ASP Services to its Customers. Such site or sites shall at all times be owned or controlled and operated by the Partner except as expressly permitted under the Agreement.

"**数据中心**"是指负责托管软件、支持合作伙伴向其客户提供 ASP 服务的站点。除非协议明确许可，否则此类站点始终均应由合作伙伴拥有或控制和运营。

1.13 "**Documentation**" means SAP's then-current technical and functional documentation for Software as well as any roles and responsibilities descriptions, if applicable, which is made available to Partner with the Software.

"**文档**"是指 SAP 随 SAP 软件一起提供给合作伙伴的针对 SAP 软件的届时最新的技术性和功能性文档以及任何角色和责任的说明（如适用）。

1.14 "**End User Agreement**" means a written agreement entered into between Partner, or its resellers or distributors, if applicable, and any Customer pursuant to which Customer purchases a license or subscription to the Bundled Solution.

"**最终用户协议**"是指合作伙伴或其分销商或经销商（如适用）与客户签订的书面协议，客户依照此协议购买捆绑解决方案的许可或租用。

1.15 "**Feedback**" means input, comments or suggestions regarding SAP's business and technology, and the possible creation, modification, correction, improvement or enhancement of the Software or SAP Materials.

"**反馈**"是指与 SAP 的业务和技术以及软件或 SAP 材料可能进行的创建、修改、更正、改进或增强有关的看法、意见或建议。

1.16 "**Government Entity**" means any entity directly or indirectly owned or controlled by the government, a government organization, the Vatican or Holy See; any entity created by law or decree; any entity whose principal source of funds comes from the government; or any department, agency, or instrumentality of a government or a public international organization. Government Entity might be referred to as "Public Sector Customer" or "Public Sector Entity"" or State-Owned Entity" in other documents. It is within SAP's sole discretion to determine if an entity is considered a Government Entity under the terms of this definition.

"**政府实体**"是指由政府、政府组织、宗教组织或教会团体直接或间接所有或控制的任何实体；依据法律或法令创建的任何实体；主要由政府提供资金的任何实体；或政府或国际公共组织的任何部门或机构。在其他文档中，政府实体可能会被称为"公共部门客户"、"公共部门实体"或"国有实体"。根据本定义条款，由 SAP 自行决定是否将某个实体视为政府实体。

1.17 "**Government Official**" means any appointed or elected official, officer, or employee who works at the expense of taxpayers or the government or state-owned, controlled or funded companies, or any person working in specific functions or industries who are defined or regulated as a government official by local law. This definition is not exhaustive and includes but is not limited to: an officer or employee of a state-owned, controlled or funded business, school or university, hospital, telecommunication company, and other entities providing public administrative and infrastructure services; an officer, employee or official of a political party; a candidate for political office; an officer, employee or official of a non-governmental organization (NGO) or any department or agency thereof, whether regional, national or international (such as the IMF, World Bank, or United Nations).

"**政府官员**"是指任何任命或选举的要员、官员或由纳税人或国有、控股或出资企业负担工资的工作人员，或在特定职能部门或行业就职且被当地法律认定或规定为政府官员的的任何人员。该定义并非详尽无遗，包括但不限于：国有、控股或出资企业、学校或大学、医院、电信公司以及其他提供公共行政和基础设施服务的实体的官员或员工；政党官员、员工或要员；政治职务候选人；非政府组织（NGO）或其任何部门或机构的官员、员工或要员，无论该组织是地区、国家还是国际组织（如国际货币基金组织、世界银行、联合国）。

1.18 "**Intellectual Property Rights**" means patents of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trade secret or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, including applications and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.

"**知识产权**"是指因成文法或习惯法或通过合约产生的任何类型的专利权、外观设计权、实用新型或其他类似发明权利、著作权、屏蔽作品权、商业秘密或保密权、商标、商号和服务标识及任何其他无形财产权，包括在任何国家/地区对前述任何一项权利的申请与注册，无论此类权利是否完整、现有亦或在此后申请、颁发或取得。

1.19 "**Intermediary**" is as defined in Section 8(h).

"中间商"的定义见第 8(h)节。

1.20 "**Mainstream Maintenance**" means the then current release strategy for Software releases as stated in https://support.sap.com/release-upgrade-maintenance.html.

"主流维护"是指届时有效的软件发行策略，详见 https://support.sap.com/release-upgrade-maintenance.html。

1.21 "**Minimum Terms**" means all of the minimum terms required to be included in an End User Agreement as set forth in Section 2.6.

"最低限度条款"是指必须包含在最终用户协议中的所有最低限度条款，详见第 2.6 节。

1.22 "**Modification**" means (i) a change to the delivered source code or metadata; or (ii) any other development that customizes, enhances or changes existing functionality of the Software, including but not limited to, the creation, modification, enhancement or customization of any new application program interfaces, alternative user interfaces, SAP SDK or the extension of SAP data structures; or (iii) any other change to the Software (other than Add-ons) utilizing or incorporating any SAP Materials; and (iv) any creation, modification enhancement or customization of the Software using SAP SDK, SAP Materials, or SAP Intellectual Property Rights.

"修改"是指 (i) 对已交付的源代码或元数据的变更；或 (ii) 任何其他定制、增强或更改 SAP 软件现有功能的开发，包括但不限于创建、修改、增强或定制任何新的应用程序接口、可选用户界面、SAP SDK 或 SAP 数据结构的扩展；或 (iii) 运用或结合 SAP 材料，对 SAP 软件（除扩展组件以外）进行的任何其他变更；或 (iv) 运用 SAP SDK、SAP 材料或 SAP 知识产权进行的任何 SAP 软件创建、修改、增强或定制。

1.23 "**New Release**" means new releases, updates or versions of the Software made generally available by SAP through unrestricted shipment pursuant to SAP Support after the Effective Date of the Agreement.

"新版本"是指 SAP 在协议生效日期后，根据 SAP 支持义务，通过无限量发售方式全面提供的软件的新版本、更新或版本。

1.24 "**Order Form**" means the order form provided by SAP that reference this OEM GTC.

"订购单"是指 SAP 提供的引用本 OEM GTC 的订购单。

1.25 "**Partner Solution**" means Partner's products, software or subscription-based, hosted, supported, or on-demand services that are approved by SAP in writing and specified in the Order Form.

"合作伙伴解决方案"是指 SAP 书面批准且在订购单中规定的合作伙伴的产品、软件或基于租用的、托管式支持或按需服务。

1.26 "**Price List**" means any price list(s) issued by SAP for the SAP PartnerEdge Build program applicable for its OEM partners setting out the available software and services.

"价目表"是指 SAP 针对适用于其 OEM 合作伙伴的 SAP PartnerEdge Build 计划发布的任何价目表，其中列出了可用的软件和服务。

1.27 "**Politically Exposed Person**" means any individuals connected to any prominent public functions, as well as their immediate family members and close associates.

"政治公众人物"是指与任何重要公共职能部门相关的任何个人，及其直系家庭成员和亲密伙伴。

1.28 "**Program Requirements**" means the Partner has to fulfill the program requirements described in the OEM Program Guide.

"计划要求"是指合作伙伴必须满足的 OEM 计划指南中规定的计划要求。

1.29 "**Representatives**" means a party's Affiliates, employees, contractors, sub-contractors, legal representatives, accountants, or other professional advisors.

"代表"是指一方的关联企业、员工、承包商、分包商、法律代表、会计或其他专业顾问。

1.30 "**Residuals**" means information in non-tangible form, which may be retained inadvertently in the unaided memory by persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained herein, so long as such persons have not studied the information for the purpose of replicating the same from memory.

"残留信息"是指曾经访问保密信息的人员无心保留在独立记忆中的无形信息，其中包括本协议所涉及的理念、概念、专有知识或技术，但此人员不得出于从记忆中复制该等无形信息的目的，研究此类信息。

1.31 "**SAP**" means the SAP entity executing the Agreement and Order Form that is a party to the Agreement.

"**SAP**"是指签署协议和订购单并作为协议一方的 SAP 实体。

1.32 "**SAP SDK**" means SAP software development kit that includes tools such as APIs, source code, redistributable files and instructions. SAP SDKs are also Software within the meaning of the Agreement.

"**SAP SDK**"是指 SAP 软件开发工具包，其中包括诸如 API、源代码、可再分发文件和说明之类的工具。SAP SDK 也是本协议所指的软件。

1.33 **"SAP Materials"** means any materials, (including Modifications and Add-ons), software and APIs provided or developed by SAP (independently or with Partner's cooperation) prior to or in the course of performance under the Agreement, including in the delivery of any support to Partner or its Customers and any information, materials or feedback provided by Partner to SAP relating to the Software or Documentation. SAP Materials do not include any Customer or Partner Data, Partner Confidential Information, or the Software.

"**SAP 材料**"是指 SAP 在协议履行之前或期间（独立或与合作伙伴合作）提供或开发的任何材料（包括修改和扩展组件）、软件和 API，包括向合作伙伴或其客户提供任何支持，以及合作伙伴向 SAP 提供的与软件或文档相关的任何信息、材料或反馈。SAP 材料不包括任何客户或合作伙伴数据、合作伙伴保密信息或软件。

1.34 "**SAP Partner Code of Conduct**" means SAP and its Affiliates' global policy document that provides a set of informative guidelines to enable partners to comply with good business practices which is published on SAP's partner-dedicated website.

"**SAP 合作伙伴业务行为守则**"是指 SAP 及其关联企业在专门针对合作伙伴的网站上发布的指导合作伙伴遵守良好业务实践的全球性政策文档。

1.35 **"SAP Solution"** means Software, Documentation, SAP Materials and SAP Support.

"**SAP 产品**"是指软件、文档、SAP 材料和 SAP 支持。

1.36 "**SAP Support**" means the SAP's then-current SAP support offering set forth in the SAP support schedule that is incorporated in the Order Form.

"**SAP 支持**"是指纳入订购单中的 SAP 支持协议中所述的 SAP 届时有效的 SAP 支持服务。

1.37 "**Software**" means (i) software products licensed to Partner as specified in Order Form, all as developed by or for SAP, SAP SE and/or any of their affiliated companies and delivered to Partner hereunder; (ii) any new releases, updates or versions thereof made available through unrestricted shipment pursuant to SAP Support or warranty obligation and (iii) any complete or partial copies of any of the foregoing.

"**软件**"是指 (i) 在本协议项下，根据订购单的规定，向合作伙伴许可的软件产品，所有这些软件产品均由 SAP、SAP SE 和/或任何其关联企业开发或为 SAP、SAP SE 和/或任何其关联企业而开发，并交付给合作伙伴；(ii) 根据 SAP 支持或保证义务，通过无限量发售方式提供的前述所有软件产品的任何新发布、更新或版本；以及 (iii) 前述任一产品的任何完整或部分副本。

1.38 "**Subscription Term**" means the term of a Software subscription identified in the Order Form, including all renewals.

"**租用期限**"是指订购单中规定的 SAP 软件租用期限，包括所有续租。

1.39 "**Territory**" means except as otherwise specified in the applicable Order Form, all the countries in the world, subject to Section 11 of this Agreement (Import and Export Control).

除非适用订购单中另有规定，否则"地域"是指全世界所有国家/地区，并受本协议第 11 节（进口和出口管制）的约束。

1.40 "**Third Party Software**" means (i) any and all software products and content licensed to Partner under this Agreement as specified in the Order Form, all as developed by companies other than SAP, SAP SE and/or any of their affiliated companies and delivered to Partner by SAP; (ii) any new releases, updates or versions thereof made available through SAP Support or warranty obligations and (iii) any complete or partial copies of any of the foregoing.

"**第三方软件**"是指 (i) 根据订购单的规定，依据本协议向合作伙伴许可的任何及所有软件产品和内容，这些软件产品和内容由 SAP、SAP SE 和/或其关联企业以外的其他公司开发并向合作伙伴交付；(ii) 通过履行 SAP 支持或保证义务提供的前述产品及内容的任何新发布、更新或版本，以及 (iii) 前述任一产品或内容的任何完整副本或部分副本。

1.41 "**Trademarks**" means the trademarks, service marks, trade names, service names, proprietary words, symbols and other logos of SAP, SAP SE, and their respective Affiliates or licensors.

"**商标**"是指 SAP、SAP SE 及其各自的关联企业或许可方的商标、服务标志、商号、服务名称、专有词汇、符号和其他标识。

1.42 "**Use**" means to activate the processing capabilities of the Software, load, execute, access, employ the Software, or display information resulting from such capabilities.

"**使用**"是指激活软件的处理功能，加载、执行、访问、利用软件，或显示通过这些功能取得的信息。

1.43 "**Use Terms**" means the Software Use Rights document that are incorporated in the Order Form, current as of the date of the order of the applicable Software. References to "OEM" in the Use Terms will be deleted and replaced by "Partner". As it relates to Use of the Software by Partner, references to "Licensee" in the Use Terms will be deemed to mean

"Partner" and with respect to Use of the Software by Customer, references to "Licensee" will be deemed to mean "Customer".

"使用条款"是指纳入订购单中的软件使用权利文档，自适用软件订单之日起生效。使用条款中提及的"OEM"将被删除并替换为"合作伙伴"。就合作伙伴使用软件而言，使用条款中提及的"被许可方"将被视为"合作伙伴"，就客户使用软件而言，"被许可方"将被视为"客户"。