| OEM PARTNER AGREEMENT |
| OEM 合作伙伴协议 |
| General Terms and Conditions |
| 一般条款和条件 |

The parties agree that their contractual relationship shall be governed by the terms and conditions of the Agreement (as defined below). The Agreement consists of (1) this OEM Partner Agreement General Terms and Conditions ("GTCs"), (2) applicable Program Schedule(s), (3) applicable Order Form(s), (4) the Software Use Rights, and (5) all other applicable exhibits or schedules referenced by these GTCs, any applicable Program Schedules or Order Forms. Each Program Schedule, together with the terms and conditions of this GTC, Software Use Rights, applicable Order Forms and all applicable exhibits or schedules incorporated by reference or referenced therein shall constitute and construed as a separate agreement (the "Agreement").

协议双方一致同意，此合同关系应受本协议条款和条件（如下文中定义）的约束。协议包含 (1) 本 OEM 合作伙伴协议的一般条款和条件（以下简称 "GTC"）；(2) 相关计划协议；(3) 相关订购单；(4) 软件使用权利；(5) 上述 GTC、任何相关计划协议或订购单提及的所有其他相关附件或附录。 每份计划协议、此 GTC 的相关条款和条件、软件使用权利、相关订购单以及本协议提及或引用的所有相关附件或附录，均应构成一份单独的协议（以下简称"协议"）。

1. DEFINITIONS

定义

As used in this Agreement, the following terms shall have the following meanings:

下列术语在本协议中的具体含义如下：

"Add-on" means any development using SAP 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 SAP 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。

"Affiliate" means with regard to a party to this Agreement, any legal entity for so long as a party to this Agreement holds, directly or indirectly, more than fifty percent (50%) of the shares or voting rights of such legal entity.

"关联企业"是指，就本协议的任何一方而言，本协议的任何一方直接或间接持有其超过百分之五十（50%）股权或投票权的法律实体。

"API" means Licensor or its Affiliates' application programming interfaces, as well as their respective code that allows other software products to communicate with or call on the Software (for example, SAP Enterprise Services, BAPIs, Idocs, RFCs and ABAP calls or other user exits) provided under this Agreement. APIs are made available to Partner through either (or both) the Software or SAP Software Development Kits.

"API"是指许可方或其关联企业的应用程序设计接口以及支持其他软件产品与本协议中规定的软件通信或调用本协议中规定的软件的代码（例如，SAP Enterprise Service、BAPI、Idoc、RFC 和 ABAP 调用或其他用户出口）。API 通过软件或 SAP 软件开发套件（或两者）提供给合作伙伴。

"Confidential Information" shall mean all information which Disclosing Party protects against unrestricted disclosure to others, furnished by the Disclosing Party to the Receiving Party (the party disclosing such Confidential Information being the "Disclosing Party" and the party receiving such Confidential Information being the "Receiving Party") in connection with this Agreement that (i) the Disclosing Party designates as confidential at the time of disclosure or (ii) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure, including but not limited to, information (including benchmark results) that is related to: the Software, any SAP SDK and the content of this Agreement.

"保密信息"是指披露方防止以不受限方式向他人披露的所有信息，此类信息由披露方根据本协议提供给接收方（此处，披露保密信息的一方为"披露方"，而接收保密信息的一方为"接收方"），包括: (i) 披露方在披露时视为机密的信息；或 (ii) 就其性质及披露环境而言应被合理视作机密的信息，包括但不限于与软件、任何 SAP SDK 及本协议内容相关的信息（包括基准结果）。

"Control" means the power to direct or cause the direction of the affairs of an entity whether by means of direct or indirect ownership of fifty per cent (50%) or more of the voting rights or similar rights of ownership or by means of having the power to direct the management or directors whether conferred by constitutional documents, shareholder's agreement or other document regulating the affairs of an entity.

"控制"是指通过直接或间接拥有某个实体百分之五十（50%）或以上的投票权或类似所有权利，或通过宪法文件、股东协议或其他约束某一实体事务的文件而拥有对该实体的管理层或董事的指导权力，从而有权引导或促进引导事务朝某一方向发展。

"Documentation" means the Licensor documentation which is delivered or made available to Partner with the Software under this Agreement.

"文档"是指根据本协议与软件一同交付或提供给合作伙伴的许可方文件。

"End User" means Partner's customer licensing or using the Software in conjunction with Partner Products from Partner. An End User shall not include Partner or its Affiliates.

"最终用户"是指许可或使用与合作伙伴产品结合使用的软件的合作伙伴客户。最终用户不得包括合作伙伴及其关联企业。

"End User License" or "EULA" means a license agreement between Partner and any End User to which Partner resell, license, distribute or otherwise provide access to the Software in accordance with the Agreement.

"最终用户许可"（简称"EULA"）是指合作伙伴与任何最终用户之间签署的许可协议，合作伙伴可根据本协议向其转售、许可、分销或以其他方式提供软件的访问权限。

"Integration" means applications, scripts, commands or instructions that use the API to connect to the Software.

"集成"是指使用 SAP API 与软件相连的应用程序、脚本、命令或指令。

"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、掩膜作品权、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、现有抑或在此后申请、颁发或取得。

"Licensor" means the entity identified by the Agreement or the Order Form that is a party to this Agreement.

"许可方"是指协议或订购单中指定为本协议一方的实体。

"Licensor Materials" means any software, programs, tools, systems, data, Licensor Confidential Information or other materials made available by Licensor to Partner in the course of the performance under this Agreement including, but not limited to, the Software, Documentation, subscription services and APIs, as well as any information, materials or feedback provided by Partner to Licensor relating to the Software, Documentation, subscription services and APIs.

"许可方材料"是指许可方在履行本协议过程中向合作伙伴提供的任何软件、程序、工具、系统、数据、许可方的保密信息或其他材料,包括但不限于软件、文档、租用服务和 API 以及合作伙伴就软件、文档、租用服务和 API 向许可方提供的任何信息、材料或反馈。

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

"修改"是指 (i) 对已交付的源代码或元数据的变更;或 (ii) 对已交付的源代码或元数据的变更以外的任何开发,此类开发对软件的现有功能作出定制、提升或变更,包括但不限于创建任何新的应用程序接口、选择性用户接口或软件数据结构的扩展;或 (iii) 运用或结合任何许可方材料、对软件(除扩展组件以外)进行的任何其他变更;或 (iv) 运用 SAP SDK、许可方材料或 SAP 知识产权进行的任何软件创建、修改、增强或定制以及此类 SAP SDK 的任何修改、增强或定制。

"Partner Products" means the Partner's computer hardware, software products, and/or services identified in Exhibit B attached hereto or to any Order Form.

"合作伙伴产品"是指本协议附件 B 或任何订购单中指定的合作伙伴计算机硬件、软件产品和/或服务。

"OEM Support" means Licensor's then-current OEM support offering specified in the applicable Order Forms and made available to OEM in support of licenses ordered by Partner for its End Users under the Agreement (excluding the Test and Demonstration licenses described in Exhibit C-1) as stated in the SAP OEM Support Schedule found at http://www.sap.com/agreements/north-asia as of the Effective Date of the Order Form (please select "Support Agreements" – "OEM Support Services" – "SAP OEM Support Schedule").   Licensor provides OEM Support to OEM in support of its End Users.   Such OEM Support Schedule is incorporated herein by reference and made a part hereof. Licensor recommends Licensee prints a copy of the applicable SAP Support Schedule for Licensee's own records.

"OEM 支持"是指适用订购单中指定的、许可方自订购单生效之日起依据"SAP OEM 支持协议"(详见 http://www.sap.com/agreements/north-asia)(请选择"Support Agreements"–"OEM Support Services"–"SAP OEM Support Schedule"))为支持合作伙伴依据协议为其最终用户订购的许可(不包括附件 C-1 中所述的测试和演示许可)而向 OEM 提供的、届时有效的支持服务。 许可方为 OEM 提供 OEM 支持服务,用于为其最终用户提供支持。 此类 OEM 支持协议通过引用方式纳入本协议并构成本协议的一部分。许可方建议被许可方打印适用的 SAP 支持协议的副本,以供被许可方存档使用。

"Order Form" means any OEM order form, amendment, addendum, schedule or annex thereto mutually executed by Licensor and Partner for the Software or subscription services ordered by Partner hereunder, including information on Software or Subscription Service, support fees, and such other terms and conditions as mutually agreed upon by the parties in writing. All Exhibits or schedules referenced in the GTCs or Program Schedule may be attached to an Order Form.

"订购单"是指许可方和合作伙伴之间签订的用于合作伙伴在本协议下订购软件或租用服务的任何 OEM 订购单、修订、补充协议、附表或附录,包括有关软件或租用服务、支持费的信息,以及双方书面约定的其他条款和条件。GTC 或计划协议中提及的所有附件或附录,均可附加至订购单中。

"Program Schedules" means the applicable Program Schedules made available at: http://www.sap.com/agreements/north-asia referenced in the Order Form and current as of the effective date of such Order Form. The Program Schedules provides certain rights and obligations with respect to the Software, subscription services and/or support service, that are in addition to or different from those set forth herein.

"计 划 协 议"是 指 订 购 单 中 引 用 的 且 自 此 类 订 购 单 生 效 之 日 起 现 行 有 效 的 相 关 计 划 协 议 (可 通 过 以 下 网 站 访 问:http://www.sap.com/agreements/north-asia)。计划协议规定了与软件、租用服务和/或支持服务相关的、补充或不同于本协议条款的特定权利和义务。

"Release" means (i) a "major release" that includes architectural changes and may be identified by a change of the release numeral to the left of the decimal point (e.g., 3.0) ("Major Release"), (ii) a "minor release" that includes improvements and bug corrections and may be identified by the release numeral to the right of the decimal point (e.g., 3.1) ("Minor Release"), and (iii) a "maintenance release" indicating a bug correction or patch and may be identified by a change of the release numeral two digits to the right of the decimal point (e.g., 3.12) or otherwise designated as "SP" or "Service Pack" ("Maintenance Release"). Any Major Release, Minor Release and Maintenance Release made generally available by Licensor under OEM Support after the Effective Date are collectively referred to as "New Releases".

"版本"是指 (i) "主要版本"。此类版本是指架构方面的大变动，小数点左边的版本数字将发生变化（如 3.0）（"主要版本"）；(ii) "次要版本"。此类版本是指对原有版本的改进和错误更正，小数点右边的版本数字将发生变化（如 3.1）（"次要版本"）；(iii) "维护版本"。此类版本是指错误更正或补丁程序版本，小数点右边第二位版本数字将发生变化（如 3.12），或者指定为"SP"或"Service Pack"（"维护版本"）。许可方根据 OEM 支持广泛提供的任何主要版本、次要版本和维护版本在生效日期后统称为"新版本"。

"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 this 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。

"Software" means, collectively, (i) the object code versions of the software programs identified in Exhibit A attached hereto or to any Order Form, along with the Documentation, if applicable, all as developed by or for SAP SE, Business Objects Software Limited, Sybase, Inc, iAnywhere Solutions, Inc, and/or any of their Affiliates and delivered to Partner hereunder; (ii) any New Releases thereof subject to unrestricted shipment that are on Licensor's OEM Product List and made generally available by Licensor to its partners as part of OEM Support and (iii) any complete or partial copies of any of the foregoing.

"软件"是指 (i) 本协议附件 A 或任何订购单指定的、随文档提供的（如适用）、由 SAP SE、Business Objects Software Limited、Sybase 公司、iAnywhere Solutions 公司和/或其任何关联企业开发（或为其开发）并交付给合作伙伴的所有软件程序的目标代码版本；(ii) 许可方的 OEM 产品列表中列出的、且通常由许可方作为 OEM 支持的一部分向其合作伙伴合作伙伴提供的、无任何发货限制的任何新版本；(iii) 上述任何版本的完整副本或部分副本。

"Software Use Rights" means, with regard to Software or other subscription services specified in an Order Form, the SAP OEM Software Use Rights Schedule current as of the effective date of the applicable Order Form, a copy of which are found at: http://www.sap.com/agreements/north-asia (please select "Software Use Rights Agreements" => "English" => "SAP OEM Software Use Rights (English)"). The Software Use Rights provide additional or supplemental terms and conditions in connection with the Use of the Software as specified in the Program Schedule or Order Form. Such Software Use Rights are incorporated herein by reference. SAP recommends Partner and End User print a copy of the Software Use Rights for their respective records.

"软件使用权利"是指就订购单中指定的软件或其他租用服务而言，自适用订购单生效之日起现行有效的 SAP OEM 软件使用权利协议（其副本位于：http://www.sap.com/agreements/north-asia（请选择"Software Use Rights Agreements"=>"English"=>"SAP OEM Software Use Rights (English)"））。软件使用权利规定了与使用计划协议或订购单中指定的软件相关的附加或补充条款和条件。此类软件使用权利以引用方式构成本协议的一部分。SAP 建议合作伙伴和最终用户打印软件使用权利文件的副本，以便存档。

"Standalone Use" means the Software (and any corresponding Third Party Software) licensed under the Agreement may only be used with or access, directly or indirectly, Partner Products and any other Software or Third Party Products licensed under this Agreement.

"独立使用"是指根据协议许可的软件（及任何相应的第三方软件）仅可直接或间接与合作伙伴产品及根据本协议许可的其他软件或第三方产品捆绑使用或访问。

"Third Party Products" means any software product (including, without limitation, address directories) licensed under the Agreement in which proprietary rights are held by someone other than Licensor, SAP SE and/or their respective Affiliates.

"第三方产品"是指知识产权由除许可方、SAP SE 和/或其各自的关联企业以外的任何一方所持有的根据协议许可的任何软件产品（包括但不限于地址目录）。

"Territory" means except as otherwise specified in the applicable Order Form, all the countries in the world, subject to Section 10 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 10 节（进口和出口管制）的约束。

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

"商标"是指许可方、SAP SE 或其各自的关联企业的商标、服务标识、商号、服务名称、专有词汇、符号和其他徽标。

References to "Exhibits" shall include all sub-exhibits of such Exhibit (i.e. references to Exhibit A will include Exhibits A-1, A-2 and A-3 etc.) and such Exhibits may be attached to this Agreement, Program Schedule or any Order Form.

本计划协议引用的"附件"应包括其所有子附件（即，引用附件 A 时，应包括附件 A-1、A-2 和 A-3 等），且此类附件可附加于本协议、计划协议或任何订购单。

2. GRANT OF RIGHTS

权利的授予

2.1 Program Schedules. The Agreement provides Partner certain rights and obligations with respect to specific SAP partner programs, all as specified in the Program Schedule(s). The parties may, but are under no obligation to, execute multiple Program Schedules, or Order Forms each referencing different Program Schedules, in order for Partner to join different SAP partner programs.

计划协议。本协议为合作伙伴提供了与特定 SAP 合作伙伴计划相关的特定权利和义务，所有这些权利和义务均已在计划协议中指定。为了支持合作伙伴参加不同的 SAP 合作伙伴计划，协议双方可以（但没有义务）签署多项计划协议或多个引用不同计划协议的订购单。

2.2 Grant of Licenses.

许可的授予。

(a) Integration License. Subject to the terms of this Agreement, Licensor grants Partner during the term of this Agreement a nonexclusive, nontransferable right to use in the Territory the Test and Demonstration license described in Exhibit C-1 to the Software to develop an Integration between the Software and the Partner Products, and to make copies of the Software or other Licensor Materials for such Integration purposes.

集成许可。根据本协议条款规定，许可方授予合作伙伴在本协议有效期内拥有非独占的、不可转让的权利。经过授权，合作伙伴有权在地域内使用附件 C-1 中列出的软件测试许可和演示许可，以此开发本软件和合作伙伴产品之间的集成软件，并出于此类集成目的制作软件副本或其他许可方材料的副本。

(b) Evaluation License. Subject to the terms of this Agreement, 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 Product to prospective End Users up to a maximum of 60 days (unless otherwise approved by Licensor 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.

评估许可。在严格遵循本协议条款的情况下，合作伙伴可以向地域内的潜在最终用户免费分销合理数量的评估副本，此类评估副本仅可与合作伙伴产品结合使用，用于进行最多 60 天的软件评估（若经许可方的书面许可，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，同时在试用期结束时应销毁或删除软件。合作伙伴应针对软件的每个评估副本提供评估许可协议。

(c) Distribution and Resell License. Subject to the terms of the Agreement and if specified in the applicable Program Schedule, Licensor further grants to Partner such other non-exclusive, non-transferable right to use, license, offer for license, resell and/or otherwise distribute the Software (including the Integration) solely in accordance with the license grant specified in the applicable Program Schedule.

分销和转售许可。根据本协议条款以及相关计划协议的规定，许可方进一步根据相关计划协议中指定的许可授权，仅授予合作伙伴使用、许可、提供许可、转售和/或以其他方式分销软件（包括集成）的其他此类非独占且不可转让的权利。

2.3 Restricted License.

受限制的许可。

(a) Partner may market and sublicense the Software (including the Integration) only for Standalone Use (except as otherwise set forth in the applicable Order Form) and in conjunction with the Partner Products pursuant to the licensing and use restrictions as set forth in this Agreement, the Software Use Rights, and such other terms as set forth in the specific Exhibit A for the applicable Software. Any Third Party Products contained in or provided with the Software may only be used as part of the Software. The End User Licenses shall permit the End User's use of the Software only with the Partner Products, and to the extent Partner Products consists of software ("Partner Applications"), for the sole purpose of enabling performance of the Partner Applications and integrating data from Partner Applications, with data access limited to data created or necessary to enable the functionalities of the Partner Products (referred to as a "Restricted License").

合作伙伴可依据本协议、软件使用权利中列出的许可和使用限制条款，以及附件 A 中为相应软件列出的其他条款，仅将软件营销和再授权（包括集成）为独立使用（适用订购单中另有规定的情况除外）以及与合作伙伴产品结合。软件中包含或随附提供的任何第三方产品仅可作为软件的一部分使用。最终用户许可仅允许最终用户出于提升合作伙伴应用程序的性能和集成合作伙伴应用程序中的数据的目的，在合作伙伴产品由软件组成（以下简称"合作伙伴应用程序"）的范围内将该软件与合作伙伴产品结合使用，且数据访问仅限于为启用合作伙伴产品的功能而创建或所需的数据（以下简称"受限制的许可"）。

(b) It is the intention of the parties that Partner Products that are software must add significant and primary additional functionalities to the Software in order to qualify as Partner Product. Partner warrants that Partner Products provide significant and primary additional functionalities to the Software.

根据协议双方的意图和目的，合作伙伴产品必须为该软件添加附加的重要功能和主要功能，使其成为合格的合作伙伴产品。合作伙伴保证：合作伙伴产品将为该软件提供附加的重要功能和主要功能。

(c) Software licensed under the Agreement shall not access, directly or indirectly, in any manner whatsoever, any third party runtime database acquired from Licensor or its Affiliates or any of its respective resellers or distributors ("Database Restriction"). The foregoing Database Restriction does not restrict the Software from accessing any other software and/or third party software that is a business application licensed from Licensor or its Affiliates or any of its respective resellers or distributors under a separate agreement, on a business process layer via APIs. For clarification, this Agreement does not contain a license to use, directly or indirectly, any Licensor or its Affiliates' software or other third party software (including without limitation, third party runtime database) not listed in Exhibit A ("Non-Licensed Software"). Any use or access of the Non-Licensed Software, directly or indirectly, is subject to its respective license agreement which grants direct license rights to such software.

协议项下许可的软件不得以任何方式直接或间接访问从许可方或其关联企业或其各自的任何经销商和分销商处购买的任何第三方运行时数据库（以下简称"数据库限制"）。前述数据库不限制软件通过 API 在业务流程层访问任何其他软件和/或属于依据单独许可协议从许可方或其关联企业，或其各自的任何经销商或分销商获得授予许可的业务应用的第三方软件。特此澄清，本协议不包含直接或间接使用附件 A（"未许可的软件"）中未列出的许可方或其关联企业任何软件或其他第三方软件（包括但不限于第三方运行时数据库）的许可。直接或间接使用或访问未许可软件时，均应遵循其相应的许可协议。这类协议将授予此类软件的直接许可权利。

(d) Partner shall use commercially reasonable efforts to ensure that its End User, distributor, reseller or Partner Affiliate are not in breach of this Section 2.3(a) through (c). In the event Partner becomes aware that an End User, distribution, reseller or Partner Affiliate is violating the limitations imposed on this Section 2.3(a) through (c), Partner shall promptly notify Licensor of such. Partner shall reasonably cooperate with Licensor to enforce the limitations imposed according to this Section 2.3(a) through (c) to the fullest extent possible.

合作伙伴应采取商业上合理的措施，确保其最终用户、分销商、经销商或合作伙伴关联企业不会违反第 2.3(a)到(c)节条款。如合作伙伴发现最终用户、分销商、经销商或合作伙伴关联企业违反第 2.3(a)到(c)节中列出的限制条款，应立即就此类行为通知许可方。合作伙伴应合理配合许可方，在尽可能最大的范围内强制执行第 2.3(a)到(c)节列出的限制条款。

3. GENERAL OBLIGATIONS OF AND LIMITATIONS TO PARTNER

合作伙伴的一般义务和限制

3.1 End User License. Partner shall secure the End User's consent to an End User License with terms not less protective of Licensor than the following. Partner shall ensure that the terms of the End User License are fully effective and binding as required under applicable laws and regulations in the country, territory or jurisdiction in which Partner is licensing or providing access to the Software, whether directly or indirectly.

最终用户许可。合作伙伴应确保最终用户同意最终用户许可协议，协议条款对许可方的保护程度不得低于以下条款。合作伙伴应确保最终用户许可的条款全面生效，且按照合作伙伴提供软件许可或访问权限（无论以直接还是间接方式）所在的国家/地区、地域或司法管辖区适用法律与法规的规定具有约束力。

(a) The End User is only granted a non-exclusive, perpetual (except for subscription based or term licenses) license to use the Software, Documentation, and other SAP Materials in the Territory to run the End User's internal business operations (including customer back-up and passive disaster recovery) and to provide internal training and testing for such internal business operations;
最终用户仅授予了非专用的永久（以租用或期限为基础的许可除外）许可权，仅可在地域内使用软件、文档以及其他 SAP 材料来开展其内部业务运营（包括客户备份和被动灾难恢复），以及为此类内部业务运营提供内部培训和测试；

(b) The End User is obligated to comply with the limitations imposed on it according to Section 2.3 above and the Software Use Rights;
最终用户需严格遵循上述第 2.3 节中列出的限制条款和软件使用权利；

(c) End User is not permitted to (i) modify, adapt, translate, process, arrange or otherwise rework the Software or make derivative works of the Software, nor (ii) to reproduce the results achieved from any of these acts, unless, in each case of (i) and (ii), such acts are necessary for the rectification of defects preventing or impairing the designated use of the Software and Licensor or Partner has not offered, upon notification by End User of any such defect to Licensor and Partner in writing, rectification within a reasonable period and subject to the then current reasonable terms, conditions and prices offered by Licensor or Partner for performing such rectification or has not performed the rectification within a reasonable time period after having been commissioned by End User to do so. Any unauthorized works listed in (i) or (ii) above developed by End User, and any Intellectual Property Rights embodied therein, shall be the sole and exclusive property of Licensor or the respective Affiliates, and End User hereby assigns all rights in them (including moral rights) to Licensor or its designated Affiliates. To the extent that Intellectual Property Rights embodied therein are not eligible to be transferred by operation of the law, Licensor or its Affiliates shall be granted exclusive rights to use to the widest extent lawfully possible;
最终用户不得：(i) 修改、改编、翻译、处理、安排或改写软件，亦不得制作软件的衍生作品；(ii) 复制上述任何行为取得的成果，除非 (i) 和 (ii) 中所述行为是矫正阻碍或影响软件指定用途的缺陷所必需的，且在最终用户以书面形式向许可方或合作伙伴告知任何此类缺陷后，许可方或合作伙伴尚未在合理的期限内提供矫正，并受许可方或合作伙伴当时提供的执行此类矫正的合理条款、条件和价格的约束，或在最终用户已经委托矫正后尚未在合理的时间期限内执行矫正。最终用户开发 (i) 或 (ii) 中所列的任何此类未经授权的作品，以及其中嵌入的任何知识产权，均应属于许可方或相应的关联企业独家专有的财产；最终用户特此将此类所有权利（包括著作人身权）转让给许可方或其指定的关联企业。如其中嵌入的知识产权依照法律规定不能转让，则许可方或其关联企业应视为已授予排他性权利，能够在法律允许的最大范围内使用此类知识产权；

(d) End User shall not disassemble, reverse engineer or decompile, nor otherwise create or attempt to create the source code from the object code of the Software in any manner; unless such action is indispensable in order to obtain information necessary to achieve interoperability of the Software with an independently created computer program and End User has not been provided such information, despite a written request, within a reasonable period of time. Information obtained through such action may not: (i) be used for purposes other than to achieve interoperability; (ii) be given to third parties, unless this is necessary to establish interoperability; or (iii) be used for the development, creation or marketing of programs similar to the Software;
最终用户不得以任何方式分解、反向工程、反编译，亦不得以任何其他方式从软件对象代码中创建或试图创建源代码；除非该等行为具有不可或缺性（旨在获得利用独立创建的计算机程序实现软件的互操作性的必要信息）、且即使最终用户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：(i) 用于除实现互操作性以外的任何目的；(ii) 提供给第三方（除非为了实现互操作性而必须提供）；以及 (iii) 用于开发、创建或宣传与软件类似的程序；

(e) End User shall treat Licensor's Confidential Information in a manner that is at least as protective to Licensor as the rights and restrictions set forth in this Agreement;
最终用户在对待许可方的保密信息时，应至少遵循本许可协议中有关保护许可方的权利和限制条款；

(f) End User agrees to a provision with respect to limitations on Software warranties, indemnities and liability which is consistent with the limitations on Licensor's Software warranties, indemnities and liability under this Agreement in that it does not impose any obligations or liabilities on Licensor beyond the terms of this Agreement); and
最终用户特此同意遵循软件保修、赔偿和责任等方面的、与许可方软件在本协议项下的相应权利保持一致的限制条款，且许可方对最终用户的任何义务或责任均不超过本协议条款；且

(g) End User agrees to enable Partner or Licensor to perform audits with regards to the usage of the Software at the End User's sites. A specific reference to Licensor is not required.
最终用户特此同意，支持合作伙伴或许可方针对软件在最终用户站点的使用情况进行审计。并非特指许可方。

3.2 Partner's Business Practices. Partner shall avoid deceptive, misleading or unethical practices. Partner shall make no representations or warranties on behalf of Licensor except as Licensor may itself provide or approve in writing.

合作伙伴的业务实践。合作伙伴应避免欺骗性、误导性或不道德的实践。除非许可方本身做出、或者以书面形式批准同意合作伙伴做出陈述或保证，否则合作伙伴不得代表许可方做出任何此类行为。

4. PAYMENT AND TAXES

付款和税费

4.1　Orders, Fees and Payment terms.

订单、费用和付款条款。

(a)　Partner will independently establish prices and terms for the Software, provided such terms include those required by the Agreement. Partner shall order the Software and services according to Licensor's standard procedures. Any amounts payable under this Agreement and invoiced by Licensor shall be due within thirty (30) days of the invoice date. Partner agrees that all fees due to Licensor shall not be used to reduce, offset, or make contingent any payments due to Licensor. Partner can offset claims only if they are uncontested or awarded by final and binding court or arbitration court order.   All payments made hereunder are non-refundable.

合作伙伴将独立确定软件的价格和条款，前提是此类条款包含本协议的相关要求。合作伙伴应按照许可方的标准程序订购软件和服务。本协议规定的、由许可方开票的任何应付金额均应在开票之日后的三十（30）天内付清。合作伙伴谨此同意，合作伙伴应向许可方支付的所有费用均不得用于应付给许可方款项的任何扣减、抵销或设定条件。仅当合作伙伴对具有约束力的最终法庭或仲裁法庭发出的指令无争议或接受时，合作伙伴才能抵消索赔。本协议项下支付的所有款项概不退还。

(b)　If Partner fails to pay any fee or other amount payable by it on its due date, Licensor may, in addition to any other rights it may have in law, at its sole discretion, suspend all or a portion of Partner's rights under this Agreement in whole or in part with respect to any or all of the Software until such time as any outstanding amount has been received by Licensor.

如合作伙伴无法在到期日支付应付的任何费用或其他金额，许可方除享有法律赋予的任何其他权利之外，还可自行决定暂停合作伙伴在本协议下与任何或所有软件全部或部分相关的所有或部分权利，直至许可方收到任何未清款项时为止。

4.2　Currency; Interest. Partner shall pay for fees in the amount and currency as agreed between the parties set forth in the Agreement. Payments made under this Agreement after their due date will incur interest at the applicable statutory interest rate. The currency exchange rate shall be based on the official fixing of the People's Bank of China at the last business day of the month in which the Partner invoices the End User.

货币；利息。合作伙伴应按照本协议双方约定的金额和货币支付费用。本协议项下的款项在其到期日之后，将以适用法定利率产生利息。货币汇率应以合作伙伴向最终用户开具发票的当月最后一个营业日中国人民银行报出的官方固定比率为准。

4.3　Taxes.

税款。

(a)　All national or local sales, VAT, GST, foreign withholding (including foreign income withholding), use, property, excise, service, or similar taxes ("Tax(es)") now or hereafter levied, all of which (except income or corporate taxes) shall be borne by Partner. If any such Taxes have to be withheld or deducted from any payment under this Agreement, Partner will increase payment under this Agreement by such amount as shall ensure that after such withholding or deduction Licensor shall have received an amount equal to the payment otherwise required.

现在或将来征收的国家或地方的营业税、增值税（VAT）、商品及服务税（GST）、境外预提税（包括境外预提所得税）、使用税、物权税、消费税、服务税或类似税款（以下简称"税费"），除所得税和公司税之外，均应由合作伙伴承担。如任何此类税款应从本协议项下的任何付款中预扣或扣除，则合作伙伴应在本协议项下的付款金额基础上加此类金额，从而确保在预扣或扣除之后，许可方还能收到与应付款相等的金额。

(b)　Income taxes will be borne by Licensor. If Partner is required to withhold income or corporation tax or a similar tax from any payment to Licensor under this Agreement, Partner shall be entitled to withhold or deduct such tax from the gross amount to be paid. However, Partner shall use all endeavors to 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 Licensor a receipt from the relevant authority to which such withholding tax has been paid and all other information and documents reasonably necessary or expedient in order to enable Licensor to apply for a tax credit against its income tax.

所得税由许可方承担。如合作伙伴必须从本协议项下支付给许可方的任何付款中预扣所得税、公司税或类似税款，则合作伙伴应有权从应付总额中预扣或扣减此类税款。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，尽最大努力将任何此类应付预扣税降低至尽可能最低的比率。如需要预扣任何税款，则合作伙伴应向许可方提供征收此类预扣税的相关权利机构开具的收据，以及支持许可方申请税收抵免其所得税所需的所有其他信息、合理必要的文档。

4.4　Delivery. Subject to the terms and conditions of the Agreement, Licensor will deliver the Software and support by making it available for electronic download through the SAP Service Market Place (http://support.sap.com/swdc) or such other network to Partner or its End User as the case may be.   The Software is deemed delivered (including but not limited for purpose of fixed delivery dates) and the risk of loss passes at the time of such electronic delivery and has informed the Partner or the End User, as the case may be, of such download availability. Partner agrees not to request any physical delivery of Software or support and should it occur that 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 support.

交付。根据本协议的条款和条件，许可方将通过 SAP Service Marketplace (http://support.sap.com/swdc) 或其他此类网络向合作伙伴或其最终用户（视具体情况而定）提供电子下载方式，以此交付该软件和支持。   该软件在以此类电子方式交付之时视为已交付（包括但不限于出于固定交付日期的目的），且损失风险已转移且已通知合作伙伴或最终用户（视具体情况而定）此类下载可用性。合作伙伴谨此同意，不要求以任何物理方式交付软件或支持。即便出现这类要求，合作伙伴也有权拒绝任何此类交付。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支持的交付方法和交付地点的影响。

5. REPORTS AND AUDITS

报告和审计

5.1 Payment Reports. Within twenty (20) days after the close of each calendar quarter or as otherwise specified in Exhibit C, Partner will deliver to Licensor a report which will provide all information reasonably required by Licensor identifying each End User 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, and associated license fee due Licensor), and (ii) applicable support plan (as defined in Exhibit C-1) and/or 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 Licensor even if the license and support fees due is less than the minimum license fee set forth Exhibit C. Partner will provide the report in Excel-file format in electronic form. Licensor will inform in writing Partner in case of change to the reporting format. Any changes or corrections to the reports submitted to Licensor can only be made within thirty (30) calendar days.

付款报告。每个日历季度结束之后的二十（20）天内或附件 C 中以其他方式明确规定的日期内，合作伙伴应向许可方提供一份报告，列出许可方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）确定的每位最终用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、许可指标及应付给许可方的相关许可费）；(ii) 适用的支持计划（如附件 C-1 中定义）和/或支持费、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。即使应付的许可费和支持费低于附件 C 中列出的最低许可费，合作伙伴也应向许可方提交付款报告。合作伙伴应采用 Excel 文件格式以电子方式提供报告。如报告格式有任何更改，则许可方将以书面形式通知合作伙伴。针对提交给许可方的报告所做的任何更改或更正，均只能在三十（30）个日历日内进行。

5.2 Audits. During the term of this Agreement and for two (2) years thereafter, Partner will maintain relevant records regarding Partner's activities under the Agreement, including the compliance with the license terms applying to Software, the calculation of the fees due under this Agreement, third party payments or other costs of sale related to the license sale, and the accurateness and completeness of the payment or royalty reports submitted to Licensor under this Agreement. Upon Licensor's request, Partner will make such records of Partner and its representatives available to Licensor or Licensor's independent auditor, at Licensor's expense. All such records will be subject to Section 7.5 (Confidential Information). In the event any such audit reveals that Partner has underpaid Licensor by more than five percent (5%) for the period covered by the audit, then, Partner shall pay Licensor the reasonable cost of the audit. In the event Partner or Licensor discovers that the use of Software by any End User has exceeded the licensed level, Partner shall be obligated to pay Licensor the applicable fees as if the additional licenses were included in the original royalty or payment reports for the period during which the licenses were first used. Partner shall use reasonable efforts to obtain the approval of the End User to enable Licensor or any third party authorized by Licensor to carry out system measurements at the systems of the Partner´s customers, directly.

审计。在本协议有效期内及协议到期后两（2）年内，合作伙伴应保留合作伙伴根据本协议所执行活动的相关记录，以确定是否遵循适用本软件的许可条款，是否以计算本协议项下的应付费用、第三方付款或与许可销售有关的其他销售成本，以及根据本协议向许可方提供的付款或特许权使用费报告是否完整正确。经许可方要求，合作伙伴应将合作伙伴及其代表的此类记录提供给许可方或许可方的独立审计方，相关费用由许可方承担。所有此类记录均应遵循第 7.5 节（"保密信息"）的规定。如经审计发现合作伙伴在审计期间未向许可方足额支付的款项超过百分之五（5%），则合作伙伴应向许可方支付此次审计成本。如合作伙伴或许可方发现任何最终用户使用软件的操作已超过许可级别，则合作伙伴需向许可方支付相应费用。此行为如同在第一次使用许可的期间，原始特许权使用费或付款报告中额外添加许可一样。合作伙伴应采取合理努力，使最终用户同意许可方或许可方授权的任何第三方对合作伙伴客户的系统直接进行测量。

6. SUPPORT

支持

6.1 End User Support by Partner. Partner will be responsible for providing direct technical support for the Software to End User licensed from Partner, its Affiliates, distributors or resellers. Partner's technical support personnel shall include persons trained and certified on the Software as specified in the OEM Support Schedule. Training and qualification will be at Partner's expense and at Licensor's then-current published rates.

合作伙伴提供最终用户支持。合作伙伴将负责向合作伙伴或其关联公司/企业、分销商或经销商许可的最终用户提供软件的直接技术支持。合作伙伴的技术支持人员应包括针对 OEM 支持协议中的指定软件接受过相关培训和认证的技术支持人员。培训和资审费用均应由合作伙伴自行承担，且根据许可方届时公布的费率进行计算。

6.2 OEM Support. Partner will designate its technical contact representatives ("Named Contacts") to whom Licensor (or its Affiliates) will provide access to OEM Support for the supported Software during the term of this Agreement, provided that Partner has paid the OEM Support fee specified in Exhibit C-1. OEM Support is provided to Partner only and is described in Exhibit C-1. During the term of this Agreement and as part of OEM Support, Licensor will make available to Partner New Releases, if and when such Releases are made generally available by Licensor under OEM Support.

OEM 支持。合作伙伴应指定其技术联系代表（以下简称"指定联系人"），如合作伙伴已支付附件 C-1 中指定的 OEM 支持费，则许可方（或其关联企业）将向此联系代表提供访问权限，允许其在本协议期间访问针对受支持软件提供的 OEM 支持服务。仅向合作伙伴提供附件 C-1 中指定的 OEM 支持。在本协议的期限内，作为 OEM 支持的一部分，如许可方已根据 OEM 支持广泛提供软件的新版本，则许可方应向合作伙伴提供此类版本。

6.3 New Releases. Partner shall not provide New Releases to any existing licensed End User unless the applicable support fees for the New Releases as set forth in Exhibit C for such End User have been paid to Licensor.

新版本。合作伙伴不得向任何现有许可的最终用户提供新版本，除非已经向许可方为此类最终用户支付了附件 C 中所列的新版本的相关支持费。

6.4 No End User Support. Licensor has no obligations to provide any support or New Releases to End Users directly.

无最终用户支持。许可方没有义务直接向最终用户提供任何支持或新版本。

7. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

知识产权和保密性

7.1   Intellectual Property Rights. The Software, Licensor Materials, Modifications, and all Intellectual Property Rights embodied in the foregoing, shall be the sole and exclusive property of Licensor or its Affiliates, or their licensors. All rights not expressly granted in this Agreement are reserved by Licensor.

知识产权。软件、许可方材料、修改以及与前述内容相关的所有知识产权均应为许可方及其关联企业或其许可方的唯一且专有的财产。许可方保留本协议未明确授予的所有权利。

7.2   Trademarks.

商标。

(a)   Subject to Partner's in compliance with the terms of the Agreement, Licensor grants to Partner during the term of the applicable Order Form a revocable, nonexclusive, nontransferable license to use the appropriate SAP partner logo included with the SAP OEM Partner Branding and Communication Guidelines, a copy of which can be found at: http://partner.sap.com/partnerlogo, in accordance with the terms of this Section 7.2. This license to use the SAP partner logo that Licensor makes available to Partner includes the right to use the SAP corporate logo as part of the SAP partner logo (both referred to as "**SAP Logos**"). Partner is not permitted to grant sublicenses to the SAP Logos.

如合作伙伴遵守本协议条款，许可方在适用订购单的有效期限内授予合作伙伴不可撤销、非独占且不可转让的使用许可，许可其依照第 7.2 节的条款使用 SAP OEM 合作伙伴品牌和沟通指南中包含的相应 SAP 合作伙伴徽标，该指南的副本位于 http://partner.sap.com/partnerlogo 。许可方向合作伙伴提供的此类 SAP 合作伙伴徽标的使用许可包括使用作为 SAP 合作伙伴徽标一部分的 SAP 公司徽标（合称"**SAP 徽标**"）的权利。合作伙伴不得对 SAP 徽标进行再授权。

(b)   When using SAP Logos, Partner must adhere to all requirements and obligations of SAP Branding Guide, including, without limitation, observe Licensor's directions concerning the colors and size of the SAP Logos. Partner shall not remove, delete or in any manner alter the Trademarks or any other Intellectual Property Rights notices of Licensor, SAP SE, their respective Affiliates or licensors, if any, appearing on the Software or Licensor Materials as delivered to Partner.

在使用 SAP 徽标时，合作伙伴必须遵守 SAP 品牌指南的各项要求和义务，包括但不限于遵守许可方就 SAP 徽标的颜色和尺寸而给出的用法说明。对于许可方向合作伙伴交付的软件或许可方材料中所出现的许可方、SAP SE 及其各自的关联企业或许可方的商标或其他知识产权声明，合作伙伴不得移除、删除或以任何形式更改。

(c)   Partner shall not contest the validity of the SAP Logos or support the contesting of its validity and shall not derive any right against Licensor or any of its Affiliates through its use of SAP Logos. When using SAP Logos, Partner must indicate that the SAP Logos are registered trademarks of SAP SE or its Affiliates. In this context, Partner acknowledges that SAP SE is the sole owner of rights in the SAP Logos. Partner undertakes to make all those declarations and provide all those documents for the benefit of Licensor, or any of its Affiliates as Licensor or SAP SE or any of their respective Affiliates may require in the prosecution of its rights in the SAP Logos.

合作伙伴不得质疑 SAP 徽标的有效性或支持对其有效性的质疑，不得通过业经允许的对 SAP 徽标的使用从许可方或其任何关联企业处获得任何权利。在使用 SAP 徽标时，合作伙伴必须指明 SAP 徽标是 SAP SE 或其关联企业的注册商标。合作伙伴在本协议中确认，SAP SE 是 SAP 徽标的唯一权利人。为了许可方或其任何关联企业的利益，合作伙伴保证作出并提供许可方或 SAP SE 或其各自的关联企业为获取其对 SAP 徽标的权利可能需要的一切声明与文件。

(d)   Licensor, SAP SE and their respective Affiliates have the sole and exclusive right to protect and defend the SAP Logos at its sole discretion, cost and expense. Partner will reasonably cooperate with Licensor, at Licensor's expense, in the defense and protection of the SAP Logos and will promptly notify Licensor of the use of any mark infringing any of the SAP Logos of which it has knowledge.

许可方、SAP SE 及其各自的关联企业应享有唯一且排他性的 SAP 徽标保护和维护权利，且应自行承担相关成本和费用。合作伙伴将合理配合许可方保护 SAP 徽标并为其抗辩（费用由许可方承担），如发现任何侵犯 SAP 徽标权利的行为，将及时通知许可方。

(e)   All advertising and sales material used by Partner for the Software, unless the Software is embedded into a Partner Application, must bear the notices prescribed by Licensor or its Affiliates concerning Trademarks and other identifying marks. Partner must refrain from (i) registering Licensor, SAP SE or any of their respective Affiliates' name (including, in both cases, any domain name or Trademarks) or SAP SE's logo or any logo of its Affiliates (including, in both cases, any names, logos, domain names or Trademarks which are confusingly similar to any of them) for itself or (ii) permitting third parties to use or otherwise exploit SAP's name, logo or trademark or any name, logo or Trademark of Licensor, SAP SE or any of their respective Affiliates (including, in both cases, any name, logo, Trademark or domain name which are confusingly similar to any of them). Partner must, at Licensor's choice, either transfer any rights regarding such name, logos, Trademarks and domain names to Licensor, SAP SE or their respective Affiliates as soon as they arise or permit Licensor, SAP SE or their respective Affiliates to exploit them. Partner must afford Licensor and any of its Affiliates such assistance as may be necessary for Licensor or its Affiliates to obtain at Licensor's expense the appropriate registrations for protection in any chosen country.

除非软件嵌入到合作伙伴的应用中，否则，合作伙伴就软件所使用的所有广告和销售材料均须带有许可方或其关联企业规定的关于商标及其他识别标记的声明。禁止合作伙伴：(i) 为自己注册许可方、SAP SE 或其各自关联企业的名称（包括任何域名和/或商标）或 SAP SE 或其关联企业的徽标（或与其中任何一项近似并且容易造成混淆的任何名称、徽标、域名或商标）；或 (ii) 允许第三方使用或以其他方式利用 SAP 的名称、域名、徽标或商标或许可方、SAP SE 或其各自的任一关联企业的名称、徽标或商标（或与其中任何一项近似并且容易造成混淆的任何名称、徽标、商标或域名）。合作伙伴必须根据许可方的选择，在涉及前述名称、徽标、商标和域名的权利产生时即将此类权利让与许可方、SAP SE 或其各自的关联企业或允许许可方、SAP SE 或其各自的关联企业使用此类权利。许可方或其关联企业出于在所选国家/地区内保护的目的可能会自行承担费用获取适当注册登记，合作伙伴须给予许可方及其任何关联企业就其获取此类注册登记所需的协助。

(f) Licensor and its respective Affiliates reserve the right to review the use of the SAP Logo in Partner's marketing, advertising and other promotional materials. Partner must make no representations regarding the Software except as consistent with the Documentation or as Licensor may otherwise approve in writing.

许可方及其各自的关联企业保留审查 SAP 徽标在合作伙伴市场营销、广告和其他促销材料中使用的权利。除了与文件保持一致或基于许可方可能会另行作出的书面同意外，合作伙伴不得就软件作任何陈述。

7.3 Modifications/Add-ons.

修改/扩展组件。

(a) Modifications. Except for Add-Ons, Partner shall not modify, adapt, enhance, localize, translate or make derivatives of the Software and Licensor Materials.

修改。除扩展组件外，合作伙伴不得修改、改编、增强、本地化、翻译软件和许可方材料，亦不得对其制作衍生作品。

(b) Add-ons.

增强模块。

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

在合作伙伴遵守本协议条款和条件的前提下，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，并应当可以根据本协议规定的就软件授予的合作伙伴适用的相同范围内与软件一起分销或再授权扩展组件。许可方或其关联企业（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许可方或其关联企业唯一所有。合作伙伴同意签署合理必要的文件，以保护许可方或其关联企业享有的前述所有权利。许可方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所有扩展组件（"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，但须以许可方对软件的权利为基础。

(ii) 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 End Users with access to the Software to which End Users are not directly licensed; nor unreasonably impair, degrade or reduce the performance or security of the Software; nor disclose any Licensor Confidential Information; nor change the source code to the Software; nor use or access the Software in order to develop any application or interface functionality that accesses the Software or database used with the Software in any other manner other than in the manner provided by Licensor's API.

由合作伙伴开发的任何软件扩展组件（且受到本协议中其他限制性规定的约束）：不得支持绕过或回避本协议中的任何限制性规定和/或向最终用户提供最终用户未直接取得许可的软件的访问权；不得不合理地损害、降低或减弱软件性能或安全性；不得披露任何许可方的保密信息；不得更改软件的源代码；亦不得以许可方 API 提供的方式以外的任何其他方式使用或访问软件，从而开发能够访问与软件一起使用的软件功能或数据库的任何应用程序或接口功能。

(iii) Any SAP SDK provided for the modification or customization of specified Software may not be used to modify or customize any other software from Licensor or its Affiliates, Partner or any other third party. Licensor does not provide Apple's iOS SDK to Partner, however certain SAP SDKs provided for use to develop mobile applications for iOS if licensed under Exhibit A of this Agreement may include iOS related software. With respect to an SAP SDK that is for iOS, Licensor's licenses under this Agreement to use such SAP SDK for iOS are strictly limited to use within Partner's own applications created by Partner only for specific use with iOS mobile applications pursuant to an Apple iOS Developer Program License Agreement or an Apple iOS Developer Program Enterprise License Agreement ("Program Agreement"). Partner guarantees that it has entered in to a Program Agreement with Apple and that it will maintain such Program Agreement throughout the term of this Agreement. Partner is prohibited from redistributing the SDK provided by Licensor hereunder or any part thereof.

不得将为修改或定制指定软件而提供的任何 SAP SDK 用于修改或定制许可方或其关联企业、合作伙伴或任何第三方的任何其他软件。许可方未向合作伙伴提供 Apple 的 iOS SDK，但是，如本协议附件 A 许可，用于开发 iOS 移动应用程序而提供的特定 SAP SDK 可能包括 iOS 相关的软件。对于针对 iOS 的 SAP SDK，许可方在本协议项下许可使用 iOS 的此类 SAP SDK 的权利受到严格的限制，合作伙伴仅可在遵循 Apple iOS 开发人员计划许可协议或 Apple iOS 开发人员程序企业许可协议（以下简称"计划协议"）的前提下，在其自行创建的应用程序内对 iOS 移动应用程序的特定用途使用此类 SDK。合作伙伴谨此保证：合作伙伴已与 Apple 公司签署计划协议，并将在此协议的有效期内维护此类计划协议。合作伙伴不得再分销许可方依据本协议或其中任何部分条款所提供的 SDK。

(v) Partner covenants, on behalf of itself and its successors and assigns, not to assert against Licensor or its Affiliates, 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 SAP Software accessed by such Modification developed by or on behalf of Partner or Partner Add-on.

合作伙伴以其自身名义并代表其继受人和受让人保证，不向许可方或其关联企业，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，或此类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。

7.4 Reverse Engineering, Source Code. Partner shall not duplicate, disassemble, decompile, de-obfuscate, reverse engineer nor otherwise create or attempt to create the source code from the object code of the Software or Licensor Materials in any manner unless such action is indispensable in order to obtain information necessary to achieve interoperability of the Software with an independently created

computer program and End User 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, in particular 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 shall first provide written notice to Licensor and permit Licensor, 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). Partner shall have no right to the source code of any Software.

反向工程、源代码。合作伙伴不得复制、分解、反编译、反混淆或反向工程，亦不得以任何方式从软件或许可方材料的目标代码中创建或试图创建源代码，除非该等行为具有不可获取性（旨在获得利用独立创建的计算机程序实现软件的互操作性的必要信息），且即使最终用户在合理时间内以书面形式提出请求，亦未获得此类信息。除非建立互操作性必要，否则最终用户不得出于除实现互操作性以外的目的而使用通过此行为获得的信息，亦不得将向第三方提供该信息，更不能将此类信息用于与软件类似的开发、创建或宣传。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，应首先向许可方发出书面通知，并允许许可方自行决定提供合理需要的信息和协助，以确保本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）。合作伙伴无权使用任何软件的源代码。

7.5   Confidential Information.

保密信息。

(a)   Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. The receiving party shall take all reasonable steps to keep Confidential Information strictly confidential; shall not disclose any Confidential Information to any person other than its Representatives who are involved in the performance of this Agreement; shall not use Confidential Information for any purpose other than in connection with the parties' performance of this Agreement; and shall not disclose to any person (other than its Representatives) any information about this Agreement. As used herein, "Representatives" shall mean (i) employees of Receiving Party and its Affiliates; (ii) attorneys, accountants, or other professional business advisors; and, (iii) employees of any entity who are directly involved in the performance of obligations under this Agreement. The Receiving Party shall be responsible for any breach of the terms of this Agreement by it or its Representatives. The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (i) is independently developed by receiving party without reference to the disclosing party's Confidential Information, (ii) is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (iii) has become generally available to the public without breach of this Agreement; (iv) at the time of disclosure was known to the receiving party free of restriction; or (v) the disclosing party agrees in writing is free of such restrictions.

除为实现本协议意旨所需外，不得以任何方式复制保密信息。接收方应采取所有合理的措施，对保密信息予以严格保密，且不得向除其履行本协议相关的代表以外的任何人士披露任何保密信息，亦不得将保密信息用于双方履行本协议以外的其他任何目的，同时还不得向任何人士（其代表除外）披露有关本协议的任何信息。本协议提及的"代表"应指 (i) 接收方或其关联企业的员工；(ii) 律师、会计或其他专业业务顾问；以及 (iii) 任何直接履行本协议项下义务的实体的员工。接收方应对自身或其代表违反本协议条款的一切行为负责。上述针对保密信息的使用或披露的限制性规定不适用于以下保密信息：(i) 未参考披露方的保密信息而由接收方独立开发的，或从有权提供此类保密信息的第三方处合法获取而不存在限制性规定的；(ii) 未违反本协议而该保密信息已经为公众所知；(iii) 在披露时已为接收方所知且不存在限制性规定的；或 (iv) 披露方书面同意免除此类限制性规定的。

(b)   In the event that the receiving party or any of its Representatives are requested pursuant to, or required by, applicable law or regulation or by legal process to disclose any Confidential Information, the receiving party shall provide the disclosing party with prompt notice of such request or requirement in order to enable the disclosing party (i) to seek an appropriate protective order or other remedy; (ii) to consult with the receiving party with respect to the disclosing party's taking steps to resist or narrow the scope of such request or legal process; or (iii) to waive compliance, in whole or in part, with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, the receiving party or its Representatives shall use commercially reasonable efforts to disclose only that portion of the Confidential Information which is legally required to be disclosed and to require that all Confidential Information that is so disclosed will be accorded confidential treatment. Licensor's and Partner's liability for any breach of the foregoing confidentiality undertakings shall not be subject to any liability limitation otherwise applicable under this Agreement.

适用的法律、法规或法律程序规定或要求接收方或其任何代表必须披露任何保密信息，接收方应当立即就此类请求或要求通知披露方，使披露方能够(i) 寻找合理的保护措施或其他补救措施；(ii) 就抵制或缩小此类请求或法律程序所需采取的措施，咨询接收方；(iii) 放弃遵循本协议的所有或部分条款。如未能获得此类保护令或采取其他补救措施，接收方或其代表应采取商业上合理的措施，仅披露法律要求披露的部分保密信息，并要求由此披露的所有保密信息均遵循保密处理规定。许可方和合作伙伴针对上述保密义务的任何违约行为应承担的责任，不得受限于本协议项下可能适用的任何其他责任限制。

(c)   Partner shall not disclose the terms and conditions of the Agreement or the pricing contained herein to any third party. Neither party shall use the name of the other party in publicity, advertising, or similar activity, without the prior written consent of the other, except that Partner agrees that Licensor may use Partner's name in customer or partner listings or, at times mutually agreeable to the parties, as part of Licensor's marketing efforts (including without limitation reference calls and stories, press testimonials, site visits, SAPPHIRE participation). Licensor will make reasonable efforts to avoid having the reference activities unreasonably interfere with Partner's business.

合作伙伴不得向任何第三方披露本协议内的任何条款和条件或价格。未经对方事先书面同意，任何一方不得将对方的名称用于公开场合、广告或类似活动中，但合作伙伴同意许可方将合作伙伴的名称用于客户或合作伙伴名单中的，或作为许可方的营销工作（包括但不限于推荐电话与叙述、新闻推荐、现场拜访、SAPPHIRE 参与）的一部分以双方一致同意的次数进行使用的除外。许可方将尽合理努力避免推荐活动不合理地干扰合作伙伴的营业活动。

7.6   Partner shall promptly inform Licensor if it becomes aware of any third party that has acquired or markets, sells, or uses the Software or Licensor Materials without authorization. In such event, Partner must reasonably assist Licensor in the pursuance of Licensor's rights. Partner must temporarily stop licensing the Software to any such third party unless and until such ambiguity is resolved to Licensor's satisfaction.

如合作伙伴发现任何第三方已经获得或者在未经授权的情况下推销、出售或使用软件或许可方材料，合作伙伴应立即通知许可方。在此情况下，合作伙伴必须以一切合理的方式，协助许可方履行其权利。合作伙伴必须临时停止向任何此类第三方出售和宣传许可软件，除非许可方均对此类不确定情况的解决结果表示满意。

7.7   The parties recognize that either party has the right to develop independently software or services that would compete with the other party's software or services without use of any Confidential Information disclosed by such other party hereunder. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with Confidential Information disclosed hereunder. The term "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. Neither party shall 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, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

协议双方一致确认：在不使用另一方披露的任何保密信息的情况下，协议任一方均有权独立开发与另一方软件或服务竞争的软件或服务。此外，无论出于任何目的，协议双方均有权自由使用因接触或使用根据本协议披露的保密信息而引发的残留信息。"残留信息"一词指曾经接触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。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，前述内容不得视为向协议一方授予另一方著作权或专利权下的许可。

8.   INDEMNIFICATION

赔偿

8.1   Third Party Rights.

第三方权利

(a)   Licensor shall defend Partner against claims brought against Partner in the Territory to the extent such claim (i) is brought by a third party owner of the intellectual property giving rise to the claim and (ii) alleges that Partner's distribution of the Software in accordance with the terms and conditions of this Agreement constitutes a direct infringement or misappropriation of a patent claim(s), copyright, trademark or trade secret rights. Licensor will pay damages finally awarded against Partner (or the amount of any settlement Licensor enters into) with respect to such claim. Licensor's obligations under this Section 8.1(a) are conditioned upon: (i) Partner notifying Licensor in writing of any such alleged claim without undue delay, and (ii) Partner authorizing Licensor to have sole control over the defense or settlement of any such claim, and (iii) Partner cooperating fully in the defense of such claim and providing Licensor with all relevant information and reasonable support, and (iv) Partner not undertaking any action in response to any infringement, or alleged infringement, of the Software that is prejudicial to Licensor's rights. Licensor expressly reserves the right to cease such defense of any claim(s) in the event the Software is no longer alleged to infringe or misappropriate, or is held not to infringe or misappropriate, the third party's rights.

任何因下列原因导致对合作伙伴进行索赔的，许可方应在地域内为合作伙伴进行抗辩，(i) 由第三方知识产权所有者提出的索赔；及 (ii) 声称合作伙伴根据本协议的条款和条件分销软件构成对专利要求、版权、商标或商业秘密权利的直接侵犯或盗用的索赔。许可方将承担就此类索赔作出的终审判决（或许可方达成的任何和解金额）对合作伙伴造成的损失。许可方会承担此处第 8.1(a)节中规定的义务，但前提是：(i) 合作伙伴已及时以书面形式向许可方告知了此类声称的索赔事宜；及 (ii) 合作伙伴已授权许可方由其全权负责此类索赔的辩护或和解事宜；及 (iii) 合作伙伴全力配合此类索赔的辩护，并向许可方提供所有相关的信息以及合理支持；及 (iv) 就软件的侵权或声称的侵权，合作伙伴未采取有损许可方权利的任何行为。软件不再存在侵犯或盗用第三方权利嫌疑的或不被认为是侵犯或盗用第三方权利的，许可方明确保留停止对任何索赔的前述抗辩的权利。

(b)   Licensor shall have no obligation under Section 8.1(a) if the claim results from (i) Software or Documentation that has been altered by anyone other than Licensor or (ii) failure to use a New Release promptly provided by Licensor if such infringement or misappropriation could have been avoided by use of the New Release, or (iii) unlicensed activities by Partner (or its End User). Further, Licensor shall have no obligation under Section 8.1(a) for a claim which could have been avoided if Partner had not used the Software or Licensor Materials in combination or conjunction with any software, data or systems not provided by Licensor.

如索赔是出于以下情况，许可方不应承担第 8.1(a)节下的义务：(i) 非许可方的任何人已经更改了软件或文档，或 (ii) 未能使用许可方及时提供的新版本，如使用新版本，则可避免此类侵权或盗用，或 (iii) 合作伙伴（或其最终用户）执行了未经许可的活动。此外，对于以下情况，许可方不应承担第 8.1(a)节中所规定的义务：若许可方不将软件或许可方材料与非由许可方提供的任何软件、数据或系统结合使用，便可避免索赔。

(c)   If an infringement or misappropriation of the intellectual property rights of a third party by the Software in accordance with Section 8.1 above is alleged or, in the reasonable opinion of Licensor, an infringement or misappropriation of the intellectual property rights of a third party is likely to occur or be alleged, Licensor may, at its discretion:

根据上述第 8.1 节规定，如软件涉嫌侵犯或盗用第三方的知识产权，或者根据许可方的合理判断，认为软件很有可能或涉嫌侵犯或盗用第三方知识产权，则许可方有权根据自行判断采取以下措施：

(i)   procure for Partner the continued right to use the Software at no additional charges to Partner, or

不向合作伙伴收取额外费用，为合作伙伴获取继续经销软件的权利；或

(ii)   modify the Software or substitute alternative substantially equivalent non-infringing programs and supporting Documentation for the Software, or

修改软件，或替换实质上同等的非侵权备用程序以及软件的相关文档；或

(iii)   if none of the foregoing alternatives can be achieved at a reasonable cost, Licensor may terminate the Agreement and refund the prices paid by Partner less an appropriate amount covering the period of actual use of the Software by the Partner.

如上述任一选项均无法以合理成本实现，则许可方有权终止协议，并退还合作伙伴支付的款项，且其中应扣除合作伙伴实际使用软件期间所对应的适当金额。

8.2 Indemnification by Partner. If an action is brought against Licensor and/or its Affiliates by a third party arising from (a) any taxes and related costs, interest and penalties paid or payable by Licensor and/or its Affiliates, (b) Partner or its Affiliates' breach of Sections 3.1, 3.2, 7.2-7.5, 10, 11 or 12 of this Agreement, including, without limitation, any action in excess of Partner's authority hereunder, (c) any agreement between Partner and its distributors, resellers or End Users, or (d) a claim that any Partner Product infringes, misappropriates or violates any patent, copyright or trademark of any third party or Partner's combining (or its authorizing others to combine) the Software with any products not provided by Licensor, then Partner shall defend Licensor and its Affiliates, at Partner's expense, and shall pay any settlement amounts Partner authorizes and all damages, costs and attorneys' fees finally awarded against Licensor and/ or its Affiliates in the action.

合作伙伴赔偿。如因以下原因导致第三方对许可方和/或其关联企业提起诉讼：(a) 许可方和/或其关联企业应支付或已支付的任何税收和相关成本、利息和罚金；(b) 合作伙伴或其关联企业违反本协议的第 3.1、3.2、7.2 至 7.5、10、11 或 12 节的规定，包括但不限于超出合作伙伴在本协议项下的权限范围的行为；(c) 合作伙伴与其分销商、经销商或最终用户之间签署的任何协议；或 (d) 指称任何合作伙伴产品侵犯、盗用或违反任何第三方的任何专利、著作权或商标或合作伙伴（或授权他人）将软件与非许可方提供的任何产品结合使用；则合作伙伴应自行付费为许可方及其关联企业提供辩护，并应支付合作伙伴所需支付的任何清算金额，以及许可方和/或其关联企业在此类诉讼中最终造成的所有损失、成本和诉讼费。

8.3 THE PROVISIONS OF SECTION 8.1 STATE THE SOLE, EXCLUSIVE AND ENTIRE LIABILITY AND OBLIGATION OF LICENSOR TO PARTNER, AND PARTNER'S SOLE REMEDY WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS THAT MAY ARISE OR IN ANY WAY RELATED TO THE SOFTWARE, LICENSOR MATERIALS, OR DOCUMENTATION. The liability limitations contained in Section 15 below shall apply to all claims made under Section 8.1. Any limitations to the liability and obligations of Licensor according to Sections 8.1 and 8.3 shall also apply for the benefit of SAP's Affiliates and their respective licensors.

第 8.1 节规定了许可方对合作伙伴享有的唯一的，排他性的和完整的责任和义务，以及当软件、许可方的材料和文档以任何形式侵犯第三方知识产权时，合作伙伴就由此造成的任何索赔应采取的唯一补救措施。下文第 15 节中包含的责任限制应适用于第 8.1 节下提出的所有索赔。第 8.1 节和第 8.3 节规定的所有许可方责任和义务限制同样也适用于 SAP 的关联企业及其各自的许可方的利益。

9. TERM AND TERMINATION

期限和终止

9.1 This Agreement is entered for an initial term as described in Exhibit C-1 ("Initial Term"), unless earlier terminated as set forth herein. The Agreement may be extended by a term to be defined upon mutual written agreement of the parties only.

除非本协议按规定提前终止，本协议的初始期限如附件 C-1 所述（以下简称"初始期限"）。本协议的续租期限必须经协议双方以书面形式一致同意。

9.2 This Agreement and the license granted under this Agreement may be terminated by either party for good cause upon written notice to the other in accordance with the following:

协议一方出于正当事由，根据以下条款规定向另一方发出书面通知后，可以终止本协议或根据本协议授予的许可：

(a) thirty days after Licensor gives Partner notice of Partner's breach of any provision of the Agreement (other than Partner's breach of its obligations under Sections 2.2, 2.3, 7.1 - 7.5, 10, 11, 12 or 13.1, which breach shall give right to immediate termination), unless Partner has cured such breach during such thirty day period;

许可方就合作伙伴违反本协议任何条款的行为向合作伙伴发出通知三十（30）天后（合作伙伴违反其在第 2.2、2.3、7.1 至 7.5、10、11、12 或 13.1 节规定下的义务除外，合作伙伴的该类违约行为应导致本协议立即终止），本协议及前述许可应终止，除非合作伙伴在前述三十天期限内已纠正此类违约行为；

(b) immediately if Partner does not pay on the due date any amount payable to Licensor unless payment is made within 30 days of its due date;

如合作伙伴在到期日未向许可方支付任何应付金额，则许可方有权立即终止本协议及前述许可，除非许可方在到期日届满后三十天内支付此类应付账款；

(c) immediately if (1) Partner commences negotiations with one or more of its creditors with a view to rescheduling major parts of its indebtedness or (2) Partner files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors.

如 (1) 合作伙伴为了重组其主要债务，开始与一位或数位债权人协商；或者 (2) 合作伙伴申请破产或已经资不抵债或转让债权人权益，则许可方有权立即终止本协议及前述许可。

9.3 For the avoidance of any doubt, termination of the Agreement shall strictly apply to all licenses under the Agreement and Order Form(s) and any partial termination of the Agreement by Partner shall not be permitted in respect of any part of the Agreement or Order Forms.

为避免任何疑惑，协议的终止应严格适用协议和订购单中规定的全部许可，并且合作伙伴不得就协议或订购单的任何部分对协议进行部分终止。

9.4 Obligations on Termination.

义务的终止。

(a) Any terms of this Agreement which by their nature extend beyond the day this Agreement ends remain in effect until fulfilled, in particular any terms protecting Confidential Information and the Intellectual Property Rights of SAP and its Affiliates, and apply to respective successors and assignees.

性质上在本协议终止后仍然延续的任何条款，特别是保护 SAP 及其关联企业的保密信息和知识产权的任何条款尤其如此，在本协议终止后继续有效，且此类条款适用于相关继受人和受让人。

(b) Upon termination or expiration of this Agreement for any reason:

本协议因任何原因终止或届满之后：则

(i) Partner shall immediately cease marketing, distributing or licensing the Licensor Materials to any third party, including renewing any subscription based license agreements with existing customers;
合作伙伴应立即停止向任何第三方营销、分销或许可许可方材料，包括与现有客户续期任何基于租用的许可协议；

(ii) Partner shall immediately cease (a) use of all Licensor Materials and Confidential Information, and (b) to identify itself as an authorized Partner for Licensor or otherwise affiliated in any manner with Licensor;
合作伙伴应立即停止 (a) 使用所有许可方材料和保密信息，以及 (b) 将自己认定为经许可方授权的合作伙伴，或者以任何其他方式与许可方建立关联；

(iii) Partner may use its Test and Demonstration licenses of the Software to provide support to its End Users and for archival purposes subject to Partner continuing compliance with the terms of the Agreement;
如合作伙伴继续遵循本协议，则合作伙伴可以使用软件的测试和演示许可向其最终用户提供支持并用于存档目的；

(iv) any fees previously paid by Partner are non-refundable;
合作伙伴先前支付的任何费用概不退还；

(v) any paid-up perpetual license to the Software previously granted to an End User on an on-premise basis shall survive according to the terms of such license; and
根据此类许可的条款规定，先前按企业预置型授予给最终用户的任何已付费的软件永久许可仍然继续有效；及

(vi) Partner may request to receive, and Licensor may agree to provide for a limited time, support services for the Software after the termination of this Agreement upon mutual agreement in writing.
本协议终止之后，经双方一致书面同意，合作伙伴可以要求接受，且许可方可以同意提供一定期限的软件支持服务。

9.5 Within 30 days after any termination or expiration of the Agreement, Partner shall irretrievably destroy or upon Licensor's request deliver to Licensor all copies of the Licensor Materials and Confidential Information in every form, except to the extent it is legally required to keep it for a longer period in which case such return or destruction shall occur at the end of such period. Partner must certify to Licensor in writing that it has satisfied its obligations under this Section. Termination shall not relieve Partner from its obligation to pay fees that remain unpaid. Partner agrees that communications to End Users and any publications/press releases regarding such termination shall be mutually agreed in writing prior to distribution.

协议因任何理由终止或届满后的三十（30）天内，合作伙伴应该不可撤销地销毁或根据许可方的请求向许可方交付许可方材料和保密信息的任何形式的所有副本，除非法律要求将此类副本文件保存更长期限，在这种情况下，前述返还或销毁行为应在该期限届满时作出。合作伙伴必须以书面形式向许可方证实合作伙伴已经履行本节下的义务。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：就此类终止与最终用户以及任何出版物/新闻稿发布进行的通讯行为，应在发布之前经协议双方书面同意。

10. IMPORT AND EXPORT CONTROLS

进出口管制

10.1 Partner is responsible for complying with all applicable regulations restricting import, export, re-export, transfer or release to certain entities or destinations ("Export Regulations"). The Licensor Materials are subject to the export control laws of various countries, including without limit the laws of P. R. China, Ireland, United States, EU and Germany.

合作伙伴需遵守限制向某些实体或目的地进口、出口、再出口、转让或发布产品的所有适用条例（以下简称"出口条例"）。许可方材料均受到不同国家/地区的出口管制法律的限制，包括但不限于中华人民共和国、爱尔兰、美国、欧盟和德国。

10.2 Partner agrees that it will not submit the Licensor Materials to any government agency for licensing consideration or other regulatory approval without the prior written consent of Licensor and will not export, re-export or import any Licensor Materials to countries, persons or entities prohibited by any applicable export law. Partner will take all necessary actions and precautions to ensure that any permitted distributor, reseller, end user and other customer complies with the export regulations.

合作伙伴同意，未经许可方的事先书面同意，合作伙伴不会出于许可证发放的考虑或其他法定审批而向任何政府部门提交许可方材料，且不会向此类法律禁止的国家/地区、个人或单位出口、再出口或进口任何许可方材料。合作伙伴将采取所有必要行动和预防措施，确保任何获准的分销商、经销商、最终用户和其他客户均不违反出口条例。

10.3 If Licensor delivers any Licensor Materials directly to Partner and/or End User, Partner will support Licensor in obtaining any required authorization and/or approval from the competent authorities by providing information and/or declarations, e.g. End User certificates, as may be requested by Licensor. Partner acknowledges that the delivery of Licensor Materials may be subject to the prior obtaining of export and/or import authorizations from the competent authorities and that this process may considerably delay or prevent the delivery of Software and Documentation and/or impact Licensor's ability to provide support services.

若许可方直接将许可方材料交付至合作伙伴和/或最终用户，合作伙伴将按照许可方的要求提供信息和/或声明（如最终用户证书），以便协助许可方从主管当局获取任何所需的授权和/或批准。合作伙伴同意，交付许可方材料时，需事先获得主管当局的出口和/或进口授权，且这一过程可能会大幅度延迟或阻止软件和文件的交付、和/或影响许可方提供支持服务的能力。

10.4 With respect to any Licensor Materials delivered by Partner to an End User, 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. Licensor assumes no responsibility or liability for Partner's failure to obtain any such required authorization or approval. Partner acknowledges that in case Licensor delivers any Licensor Materials directly to End Users, Section 10.3 above applies especially, without limitation, regarding the provision of support services. Licensor will, upon Partner's reasonable request, provide any required information regarding any Licensor Materials originally provided by Licensor to Partner. The SAP Software ECCN Matrix can be found at: http://service.sap.com/sap/support/notes/1971728.

就合作伙伴向最终用户交付的任何许可方材料而言，合作伙伴应全权负责从主管当局获得任何所需授权和/或批准，以便遵守任何适用的出口条例。如合作伙伴未获得此类所需的授权或批准，许可方不承担任何责任或义务。合作伙伴同意，若许可方直接将许可方材料交付至最终用户，上文第 10.3 节将适用，尤其是（但不限于）就支持服务的提供而言。若经合作伙伴的合理请求，许可方将提供与许可方向合作伙伴最初提供的任何许可方材料有关的任何所需信息。SAP 软件 ECCN 矩阵请参见 http://service.sap.com/sap/support/notes/1971728。

10.5   This Section 10 shall survive the expiration or earlier termination of this Agreement.

本协议第 10 节的规定应在本协议届满或提前终止之后继续有效。

11.   PARTNER'S COMPLIANCE OBLIGATIONS

合作伙伴的合规义务

11.1   Partner shall 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 shall 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, proposed for suspension or debarment or otherwise determined to be ineligible for government procurement programs.

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《海外反腐败法》、英国的《反腐败法》以及可适用的当地的反腐败法。合作伙伴应遵守《SAP 合作伙伴业务行为守则》，或自己的业务行为守则（若已制定具有可比性的标准）。合作伙伴确认，其未被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。

11.2   In exercising rights and obligations under this Agreement, Partner and anyone acting on Partner's behalf shall not make, offer, promise or authorize payment of anything of value directly or indirectly to any of the following Prohibited Parties for the purpose of unlawfully influencing their acts or decisions:

行使和履行本协议下的权利和义务时，合作伙伴和代表合作伙伴利益的任何人均不得出于非法影响以下人员的行为或决策的目的，而直接或间接向以下任何被禁止方给付、提议给付、保证给付、或授权给付任何有价物：

- Employees, consultants, or representatives of the customer or prospect,

  客户或潜在客户的员工、顾问或代表，

- Government officials or employees,

  政府官员或员工，

- Political party officials or candidates,

  政党官员或候选人，

- Officers or employees of any public international organization,

  任何国际公共组织的官员或员工，

- Immediate family member of such persons (or any other person) *for the benefit* of such persons

  出于上述人员 *利益* 考量的上述人员的直系家庭成员（或任何其他人员）

Business entertainment conducted for the fulfillment 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.

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。

11.3   Partner shall only have rights to delegate its obligations under this Agreement to subcontractors if expressly permitted under this Agreement. Partner shall require all subcontractors to agree to terms substantially similar to this Section 11 in writing.   Partner must obtain Licensor's prior written consent before paying any third party a commission, finder's fee, referral fee, success fee, or any similar payment for activities for purposes of securing business on behalf of Licensor under this Agreement, except pursuant to Partner's standard partner programs.

如本协议明确允许，合作伙伴应仅有权将自己在本协议下的义务转让给分包商。合作伙伴应要求所有分包商以书面形式同意与本节（第 11 节）实质上相似的条款。除依据合作伙伴的标准合作伙伴计划外，依据本协议，在出于为许可方获取业务的目的而向任何第三方支付佣金、中介费、介绍费、成交费或类似费用之前，合作伙伴必须事先征得许可方的书面同意。

11.4   Partner shall not obtain on Licensor´s behalf or provide to Licensor or its Affiliates any information which is not legally available in the Territory, or which is procurement-sensitive, proprietary, or classified, where there is reason to believe that possession of such information is unauthorized, illegal, or unethical.

合作伙伴不得以许可方或其关联企业的名义获取或向许可方提供该地域内不能合法取得的信息，或有理由认定是未经授权、非法或不道德占有的敏感信息、专有信息或分类信息。

12.   DATA PROTECTION

数据保护

12.1   Each party agrees to observe any applicable data protection laws and the terms set forth in Exhibit D of this Agreement.

协议双方一致同意遵守适用的数据保护法和本协议附件 D 中规定的条款。

13. MISCELLANEOUS

其他条款

13.1 Assignment. This Agreement may be assigned by Licensor to any entity which assumes its obligations or acquires ownership of or the right to use and license the Software. Neither this Agreement, nor any right or obligation hereunder, may be assigned, transferred, delegated or subcontracted, by operation of law or otherwise, in whole or in part, by Partner without Licensor's prior written consent, such consent not to be unreasonably withheld. Due to the importance of Partner's ownership and management, a Change of Control of Partner shall be deemed an assignment of this Agreement. "Change of Control" of Partner shall mean a transaction or series of transactions (i) pursuant to which Control of Partner is acquired by persons or entities other than those who Control Partner on the Effective Date of this Agreement, or (ii) resulting in the sale of all or substantially all of Partner's assets or all or substantially all of Partner's assets utilizing any Software or Licensor Materials. Subject to the foregoing, the provisions of this Agreement shall be binding upon and inure to the benefit of the parties, and their permitted successors and assigns. Any attempted assignment or transfer of this Agreement is in violation of this Section is void.

转让。许可方可以将本协议转让给任何承担其义务或获得软件所有权或使用权和许可权的实体。未经许可方事先书面同意（该等同意不得被无理拒绝），合作伙伴不得依法或以其他方式全部或部分转让、让与、委托或分包本协议以及本协议项下的任何权利或义务。鉴于合作伙伴所有权和管理的重要性，合作伙伴的控制权变更应视为对本协议的转让。合作伙伴"控制权变更"指能使 (i) 合作伙伴的控制权由协议生效之日控制合作伙伴的人之外的个人或实体掌握；(ii) 合作伙伴的所有或实质全部资产通过任何软件或许可方材料出售的一项或一系列交易。根据前述规定，本协议条款应对协议双方及其认可的继受人和受让人具有约束力，并保证其利益。任何试图违反本条款规定让与或转让本协议的行为均无效。

13.2 Non-Exclusivity; Independent Contractors. The relationship of Licensor and Partner is that of independent contractors. This Agreement does not give either party the power to assume any obligation on behalf of the other, constitute the parties as partners, joint venturers, co-owners, principal-agent, or otherwise participants in a joint or common undertaking. This is a non-exclusive relationship.

非排他性；独立承包商许可方和合作伙伴建立的关系是独立的承包商关系。本协议未给予任何一方代表另一方承担义务，构成使双方成为合伙伙伴、合资关系、共同所有人、委托代理人或联合或共同事业的参与者的解释。这是非排他性关系。

13.3 Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between Licensor and Partner, and all previous representations, discussions, and writings are merged in, and superseded by this Agreement and the parties disclaim any reliance on any such representations, discussions and writings. Each party is entering into this Agreement with its own independent investigation and not as a result of any representation of the other party not contained herein. Any additional or different terms in Partner's documents (including any preprinted terms contained on purchase orders) are hereby deemed to be material alterations and notice of objection to, and rejection of, them is hereby given, and such additional or different terms shall be void. Signatures sent by electronic means (facsimile or scanned and sent via e-mail) shall be deemed original signatures.

完整协议。本协议构成许可方与合作伙伴之间达成的完整且唯一的协议表述，已并入并取代先前之所有陈述、讨论和书面文件，且协议双方声明不再依赖任何此类陈述、讨论与书面文件。各方基于自身独立调查，而非因本协议以外的其他方的陈述而达成本协议。合作伙伴文档中的任何附加条款或不同条款（包括采购订单中预先印制的条款）在此应被视作材料变更，并特此就该等条款发出异议通知书和反对通知书，且该等附加条款或不同条款应无效。以电子方式发送的签名（传真或扫描并通过电子邮件发送）应被视为原始签名。

13.4 Amendments; Waivers. This Agreement may not be modified or any term or condition waived except in a writing signed by a duly authorized representative of each party. This also applies to any waiver of the written form requirement. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof.

修改；权利之放弃。未经协议各方授权代表以书面形式正式签字，不得对本协议进行任何修改或放弃本协议项下的任何条款或条件。这个规定同样适用于任何对该等书面形式要求的放弃。如协议任何一方放弃追究违反本协议中任何条款的行为，该放弃追究不得视为放弃追究先前，同时及以后违反该条款或本协议项下其他条款的行为。

13.5 Force Majeure. Except for a party's payment obligations, neither party shall be liable to the other for its failure to perform any of its obligations hereunder during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, earthquake, fire, flood, war, embargo, strike, riot, or the intervention of any governmental authority.

不可抗力。除一方的付款义务以外，对于因以下超出自身合理控制范围的情形而导致延迟履行或无法履行其在本协议项下的义务的，协议任何一方不对另一方承担任何责任，包括但不限于：地震、火灾、洪水、战争、禁运、罢工、暴动或任何政府机构的介入。

13.6 Publicity. The terms of this Agreement are confidential. No press release or other like publicity regarding this Agreement may be made without the other party's approval.

公开。本协议条款保密。未经对方同意，一方不得就本协议发表新闻稿或以其他方式公开。

13.7 Notices. All notices or reports provided by one party to another under this Agreement shall be in writing and delivered to the applicable addresses set forth in this Agreement or applicable Order Form. Notices provided by Partner to Licensor shall be sent to the attention of: SAP Legal Department. Notices may be sent by facsimile transmission, email or exchange of letters to the address, email address or facsimile number of the respective parties set forth in any Order Form.

通知。任何一方根据本协议向另一方提供的所有通知或报告均应以书面形式作出，并在交予位于本协议或相关订购单文首所列地址时方可视为送达。合作伙伴向许可方发出的通知应送达 SAP 法务部。可以通过任何订购单中规定的传真传送、通讯往来、协议各方的电子邮件地址或传真号码发送通知。

13.8 Hierarchy. The following order of precedence (in descending order of priority) shall be applied in the event of conflict or inconsistency between provisions of the components of this Agreement: (i) the Order Form, as amended by Addendum to the Agreement; (ii) the exhibits or schedules attached to, or referenced in, the Agreement; (iii) Software Use Rights, and (iii) this Agreement (excluding applicable exhibits and schedules attached or referenced thereto).

层次结构。如本协议各组成部分之间存在冲突或不一致，则优先顺序（按降序）如下所示：(i) 根据协议的补充协议修订的订购单；(ii) 协议中随附或引用的附件或附录；(iii) 软件使用权利；以及 (iv) 本协议（不包括所附或引用的附件和附录）。

14. WARRANTIES AND DISCLAIMER

保证和免责声明

14.1 Licensor warrants that the Software will substantially conform to the specifications contained in the Documentation for six months following delivery of the Software. The warranty shall not apply: (i) if the Software is not used in accordance with the Documentation; or (ii) if the nonconformance is caused by a Modification, Add-On (other than a Modification or Add-on made by Licensor and which is provided through OEM Support or under warranty), Partner, End User, Third Party Products or any software not provided by Licensor. Licensor does not warrant that the Software will operate uninterrupted or that it will be free from minor defects or errors that do not materially affect such performance, or that the applications contained in the Software are designed to meet all of Partner or End Users' business requirements. To the extent the problem is reported by an End User, Partner shall procure that its End User provides Licensor with sufficient test time and support to duplicate the problem, to verify that the problem is with the Software, and to confirm that the problem has been corrected. Provided Partner notifies Licensor in writing with a specific description of the Software's nonconformance within the warranty period and provided Licensor validates the existence of such nonconformance, Licensor will, at its option either: a) repair or replace the nonconforming Software, or b) refund the license fees paid for the applicable nonconforming Software in exchange for a return of such nonconforming Software. This is Partner's sole and exclusive remedy under this warranty.

许可方保证于交付软件后的六（6）个月内，软件实质上符合文档中所规定的规格。该项保证不适用于以下情形：(i) 未依照文件使用软件的；或 (ii) 不合规是由于修改或扩展组件（许可方作出的修改或扩展组件并通过 OEM 支持或根据保证条款提供的除外）、合作伙伴、最终用户、第三方产品或任何非由许可方提供的软件引起的。许可方不保证软件运行具有不间断性，或软件不存在不会对执行运行产生实质性影响的瑕疵或轻微错误，亦不保证软件中包含的应用程序是为满足合作伙伴或最终用户的所有业务需求而设计的。针对最终用户报告的问题，合作伙伴应保证其最终用户为许可方复制问题，验证软件存在的问题和确认该问题已解决等事宜，提供充足的测试时间并给予足够的支持。如合作伙伴在担保期间内向许可方以书面形式明确告知软件不合格，且许可方证实的确存在该等不合格的情况，则许可方将自行选择：a) 修复或更换不合格的软件；b) 退还适用于不合格软件的已经支付的许可费，同时要求返还该等不合格软件。这是合作伙伴在本担保条款中的唯一且排他的补救措施。

14.2 <u>Express Disclaimer</u>. EXCEPT AS SET FORTH IN WRITING IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR AND ITS LICENSORS MAKE NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES WITH RESPECT TO THE SOFTWARE AND ANY OTHER MATERIALS OR SERVICES COVERED BY OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OR CONDITION (A) OF MERCHANTABILITY, (B) OF MERCHANTABLE OR SATISFACTORY QUALITY, (C) OF FITNESS FOR A PARTICULAR PURPOSE, (D) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, OR (E) OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

<u>免责声明</u>。除非本协议有书面约定，且在适用法律允许的最大范围内，许可方及其许可方对于本协议涵盖的、或者根据本协议提供的软件以及任何其他材料或服务均不提供任何陈述、担保、条件或保证，包括但不限于任何与以下内容相关的任何默示担保或条件：(a) 适销性；(b) 满意或适销的质量；(c) 用于某一特殊用途的适用性；(d) 在经营、交易过程或商业用途中产生的可能性；(e) 不侵犯第三方权利。

15. LIMITATION OF LIABILITY

责任限制

15.1 Neither Licensor nor its licensors will be responsible under this Agreement for: (i) the modification, enhancement or other improvement of the Software to fit the particular requirements of Partner or End Users, or (ii) the correction of any program errors as a result of misuse of the Software by anyone other than Licensor. Under no condition will Licensor or its licensors be responsible under this Agreement for preparation or conversion of data into the form required for use with the Software.

根据本协议规定，许可方或其许可方均不对以下情形承担任何责任：(i) 修改、增强或以其他方式改进软件，以满足合作伙伴或最终用户的特定要求；(ii) 更正因许可方之外的任何人滥用软件而导致的任何程序错误。在任何情况下，许可方或其许可方将数据准备或转换为软件使用所需的格式的，许可方或其许可方根据本协议规定均不承担任何责任。

15.2 UNDER NO CIRCUMSTANCES SHALL LICENSOR OR PARTNER BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES, IN THE AGGREGATE, IN EXCESS OF THE LICENSE FEES PAID BY PARTNER TO LICENSOR FOR THE SOFTWARE DIRECTLY CAUSING THE LIABILITY DURING THE TWELVE MONTH PERIOD PRECEDING THE DATE THE CLAIM WAS MADE. UNDER NO CIRCUMSTANCES SHALL LICENSOR OR ITS LICENSORS BE LIABLE FOR LOSS OF GOODWILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES OR EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

任何情况下，对于超出合作伙伴在提出索赔之前 12 个月期限内就导致索赔的软件向许可方支付的许可费的索赔赔偿金额，许可方或合作伙伴均无需对对方或任何其他人或实体承担任何赔偿责任。在任何情况下，许可方或其许可方也不对任何商誉损失或营业利润损失、停工、数据丢失、计算机无法运行或功能紊乱、特殊的、偶发的或间接的损害或惩戒性的或惩罚性的损害等承担赔偿责任，即使已经被告知出现上述损害的可能性。

15.3 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES, IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.

协议双方均明确理解并一致同意：本协议中有关责任限制、担保免责声明或损害赔偿免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。

15.4 The limitations and exclusions in Section 15.2 shall not apply to (i) willful misconduct or fraud, personal injury or death caused by negligence, (ii) unauthorized use or disclosure of Confidential Information, (iii) breach or violation of Licensor or its Affiliates' Intellectual

Property Rights, (iv) fees owed under this Agreement, (v) Partner's obligations under Section 8.2 of this Agreement, or (vi) any other liability which cannot be excluded or limited by applicable law.

第 15.2 节所述的限制和例外规定不适用于以下情况：(i) 故意的不当行为或欺诈，或者由于疏忽导致的人身伤害或死亡；(ii) 非授权使用或披露保密信息；(iii) 违反许可方或其关联企业的知识产权；(iv) 本协议项下的应付费用；(v) 本协议第 8.2 节项下的合作伙伴义务；或 (vi) 根据适用法律不能排除或限制的任何其他责任。

15.5 Claims. Neither party will bring a legal action under this Agreement more than two years after the cause of action arose.

索赔。协议任何一方在特定法律诉讼的诉由产生两年后，不得再根据本协议的规定提起诉讼。

16. GOVERNING LAW

管辖法律

This Agreement shall be construed, and the legal relations between the parties hereto shall be determined, in accordance with the laws of P. R. China. In the event of any conflicts between foreign law, rules, and regulations, and China law, rules, and regulations, China law, rules, and regulations shall prevail and govern. Any dispute arising from or in connection with this Agreement shall be submitted with China International Economic and Trade Arbitration Commission ("CIETAC") in Beijing for arbitration in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The number of arbitrators shall be three (3). Each party shall appoint one (1) arbitrator respectively and the two arbitrators so selected will select the third arbitrator. The arbitral award is final and binding upon both parties.

本协议的解释以及协议双方法律关系的确认应适用于中华人民共和国法律。如果外国法律、法规和规章与中华人民共和国法律、法规和规章之间存在任何冲突，则应以中华人民共和国法律、法规和规章为准。因本协议引起的或与本协议相关的所有争议应提交中国国际经济贸易仲裁委员会按照仲裁申请时其有效的仲裁规则在北京进行仲裁。仲裁员为三(3)名。各方应分别指定一(1)名仲裁员，第三名仲裁员由另两(2)名仲裁员确定。仲裁裁决是终局的并对双方具有约束力。

17. SEVERABILITY; INJUNCTIVE RELIEF

可分割性、禁令救济

17.1 The terms of this Agreement are severable. If any term hereof is held invalid, illegal, or unenforceable for any reason whatsoever, such term shall be enforced to the fullest extent permitted by applicable law, and the validity, legality, and enforceability of the remaining terms shall not in any way be affected or impaired thereby.

本协议条款可分割。如本协议项下的任何条款因任何理由被认定为无效、非法或在任何方面不可执行，则此类条款应在适用法律允许的最大范围内强制执行，且其余条款的有效性、合法性和可执行性不受任何形式的影响或损害。

17.2 Both parties acknowledge that damages may be inadequate to provide Licensor or Partner with full compensation in the event of Partner's material breach of Licensor, SAP SE or their respective Affiliates' Intellectual Property Rights or Confidential Information under Sections 7.1 through 7.5 or Licensor's material breach of Section 7.5 with respect to Partner's Confidential Information, and that the non-breaching party shall therefore be entitled to seek injunctive relief in the event of any such material breach.

协议双方特此确认：如合作伙伴实质性违反第 7.1 节至第 7.5 节中关于许可方、SAP SE 或其各自的关联企业的知识产权或保密信息的规定，或者如许可方实质性违反第 7.5 节中关于合作伙伴保密信息的规定，则损害不足以向许可方或合作伙伴提供完整的补偿，且非违约方应有权在出现任何此类实质性违规行为时寻求禁令救济。