

OEM License OEM 许可 Program Schedule 计划协议

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) the OEM Partner Agreement General Terms and Conditions (“GTC”), a copy of which is found at <http://go.sap.com/docs/download/agreements/oem-agreements/gtc/sap-oem-partner-agreement-general-terms-and-conditions-china-english-chinese---simplified-v4-2016.pdf>, current at the time of execution of the first Order Form referencing this Program Schedule, (2) this Program Schedule, (3) applicable Order Form(s) referencing this Program Schedule and the GTC, (4) the Software Use Rights, and (5) all other applicable exhibits or schedules referenced by the GTC, this Program Schedule or applicable Order Forms. This Program Schedule, together with the 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) 自签署引述本计划协议的第一份订购单时届时有效的 OEM 合作伙伴协议的一般条款和条件(以下简称“GTC”)，其副本位于：<http://go.sap.com/docs/download/agreements/oem-agreements/gtc/sap-oem-partner-agreement-general-terms-and-conditions-china-english-chinese---simplified-v4-2016.pdf>；(2) 本计划协议；(3) 引述本计划协议和 GTC 的相关订购单；(4) 软件使用权利；以及 (5) GTC、本计划协议或相关订购单中叙及的所有其他相关附件或附录。本计划协议、GTC、软件使用权利、相关订购单以及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”）。

All capitalized terms not defined herein shall have the meaning ascribed to it in the GTC.

未在本修订中定义的任何术语应适用 GTC 中规定的含义。

1. DEFINITIONS

定义

“ASP Services” shall mean application services that are provided by Partner who allow End Users to remotely access, or otherwise receive the benefits of, the Software used in combination with Partner Products installed on hardware owned or controlled and in any event operated by Partner via a private network or the Internet. ASP Services may include providing administration, installation, redundancy, back-up and technical support services as they apply to the deployment and management of the Software.

“ASP 服务”是指由合作伙伴提供的应用程序服务，此类合作伙伴允许最终用户远程访问与合作伙伴拥有或控制的以及通过私有网络或互联网运营的硬件上所安装的合作产品结合使用的软件，或者以其他方式从此类软件中获益。ASP 服务可能包括在部署和管理软件时提供管理、安装、冗余、备份和技术支持服务。

“Bundled Products” means the Software in combination with the Partner Product where the Software is integrated and embedded as part of the Partner Products. The Software cannot be Used by any End User independent of Partner Products.

“捆绑产品”是指与合作产品相结合的软件，其中此类软件以集成和嵌入的形式构成合作产品的一部分。该软件不得由与合作产品无关的任何最终用户使用。

“Data Center(s)” means the site or sites at which the Software will be hosted, to enable Partner to provide the ASP Services to its End Users. Such site or sites shall at all times be owned or controlled and operated by the Partner and/or a third party accepted by Licensor in writing.

“数据中心”是指负责托管软件、支持合作伙伴向其最终用户提供 ASP 服务的一个或多个站点。此类站点始终应由合作伙伴和/或第三方（须经许可方以书面形式表示接受）拥有或控制和运营。

2. GRANT OF RIGHTS

权利的授予

2.1 Grant of Licenses.

许可的授予。

- (a) On-Premise Distribution License. If selected as the License Type for the applicable Software in Exhibit A, Licensor grants Partner during the term of this Agreement a nonexclusive, nontransferable license to reproduce, market, distribute and license the Software (including the Integration) together with the associated documentation to End Users only as integrated and embedded as part of the Partner Products to represent a single combined offering in the Territory, subject to the terms of this Agreement (the “On-Premise Distribution License”). “On-Premise” means software provided by Partner via electronic download, physical delivery, or any other delivery mechanism where such software is physically installed at the End User’s location. 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.

企业预置型分销许可。如将“企业预置型分销许可”选为附件 A 中相关软件的许可类型，则许可方将授予合作伙伴在本协议有效期内拥有非独占的、不可转让的许可。经过授权，合作伙伴有权依据本协议的条款仅将软件以及相关文档以集成或嵌入的形式作为合作产品的一部分向最终用户进行复制、宣传、分销并许可（包括集成），以提供地域内的单一组合服务（以下简称“企业预置型分销许可”）。

“企业预置型”是指由合作伙伴通过电子下载、物理交付或任何其他交付机制提供的、使其实际安装在最终用户位置的软件。在此澄清，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。

- (b) **ASP License.** If selected as the License Type for the applicable Software in Exhibit A, Licensor grants Partner a nonexclusive, nontransferable license to use the Software in the Territory only in the Data Center(s) to provide ASP Services to End Users solely in connection with the use of the Partner Products (“ASP License”). In providing ASP Services, Partner agrees to be bound by the terms of the Agreement, including the Software Use Rights. Notwithstanding the foregoing, to the extent client software that runs on computers not owned by Partner is provided for Use with the Software for ASP Services, Licensor grants Partner the right to reproduce and distribute such client components to the same extent as the On-Premise Distribution License, provided that: (i) such End Users shall only be permitted to use the client component of the Software to access the Bundled Product solely in connection with Partner’s ASP Services, and (ii) End User shall not be granted general development access or use of the Software.

ASP 许可。如将“ASP 许可”选为附件 A 中相关软件的许可类型，则许可方将授予合作伙伴拥有非独占的、不可转让的许可。经过授权，合作伙伴有权仅在地域内的数据中心中使用软件向最终用户提供与使用合作伙伴产品相关的 ASP 服务（以下简称“ASP 许可”）。在提供 ASP 服务时，合作伙伴同意接受本协议条款和软件使用权利的制约。尽管有前述规定，对于所提供的用于在非合作伙伴拥有计算机上运行、与 ASP 服务软件一起使用的客户端软件，许可方授予合作伙伴在企业预置型分销许可相同范围内复制及分销此类客户端组件的权利，但前提是：(i) 仅允许此类最终用户使用软件的客户端组件访问仅与合作伙伴的 ASP 服务相关的捆绑产品，且 (ii) 不应授予最终用户访问总体开发或使用软件的权利。

- (c) **Evaluation License.** Subject to the terms of this Agreement and solely to assist with Partner’s sales activity in connection with the distribution of the On-Premise Distribution License, Partner may distribute in the Territory a reasonable number of copies of the Bundled Products to prospective End Users up to a maximum of 60 days (or such longer period as approved by Licensor in writing), provided that the 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 Bundled Product.

评估许可。在严格遵循本协议条款、且协助企业预置型分销许可的销售活动的前提下，合作伙伴可以向地域内的潜在最终用户分销合理数量的捆绑产品，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。合作伙伴应针对捆绑产品的每个评估副本提供评估许可协议。

- 2.2 **Distribution through Affiliates, Resellers and Distributors.** Subject to the terms specified in Section 2.3 of the GTC, Licensor grants Partner the non-exclusive right during the term of this Program Schedule to authorize its Affiliates, distributors and/or resellers to further distribute and license the Bundled Products, 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 Licensor as, the terms of the Agreement, in particular Sections 2.3 and 3.1 of the GTC. Partner shall be liable to Licensor for any breach of the terms by such Affiliates, distributors and reseller to the same extent as Partner would be liable to Licensor under the Agreement for such a breach by Partner. Notwithstanding the foregoing, any Software licensed under an ASP License may not be distributed by Partner to any of its Affiliates, distributors or resellers. Any Software for ASP Services must be deployed on computer hardware located at a Data Center(s).

通过关联公司/企业、经销商和分销商进行分销。根据 GTC 第 2.3 节的条款规定，许可方授予合作伙伴在本计划协议期间内拥有向合作伙伴的关联公司/企业、分销商和/或经销商进一步分销和许可捆绑产品的非独占权利，但前提是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本协议条款（特别是 GTC 的第 2.3 和 3.1 节）具有同等保护效力的书面条款。合作伙伴就前述关联公司/企业、分销商和经销商违反此类条款的任何行为向许可方承担的责任，应与依据协议合作伙伴就其此类违约行为向许可方承担的责任相同。尽管有前述规定，合作伙伴仍不得向其任何关联公司/企业、分销商或经销商分销 ASP 许可项下许可的任何软件。任何 ASP 服务软件均必须部署在数据中心内的计算机硬件上。

3. **PAYMENT OF FEES.** Licensor will invoice Partner in the currency as indicated in any Order Form, or any other currency agreed between the parties and indicated in the applicable Exhibit C, based on Partner’s report on the fees, and any applicable minimum license fee or such other fees as specified in the applicable Exhibit C.

费用的支付。许可方将根据合作伙伴相关附件 C 中规定的费用、最低许可费或此类其他费用的报告，以任何订购单中所示的货币或在相关附件 C 中双方约定和规定的其他货币向合作伙伴开具发票。

4. **TERM; TERMINATION**

期限；终止

- 4.1 The term of this Program Schedule shall be as specified in Exhibit C-1 (“Initial Term”), unless earlier terminated as set forth herein and in the Agreement. This Program Schedule may be extended by a term to be defined upon mutual written agreement of the parties only.

本计划协议的有效期限应为附件 C-1 中规定的期限（即“初始期限”），除非依据本计划协议和协议提前终止。本计划协议的续租期限必须经协议双方以书面形式一致同意。

- 4.2 This Program Schedule may be terminated in accordance with the Agreement. For the avoidance of any doubt, termination of this Program Schedule shall strictly apply to all licenses issued under all Order Forms or such other documents for Software licensed pursuant to this Program Schedule and any partial termination thereof by Partner shall not be permitted in respect of any part of this Program Schedule, Order Forms, or other order documents for Software licensed pursuant to this Program Schedule.

本计划协议可根据协议的规定予以终止。为避免疑义，本计划协议的终止应严格适用于所有订购单或依据本计划协议许可的软件的此类其他文件项下发放的所有许可，且合作伙伴不得终止本计划协议、订购单或本计划协议项下许可软件的其他订购文件的任何部分。

- 4.3 **Obligations on Termination.** Upon termination or expiration of this Program Schedule for any reason and in addition to such other obligations on termination as set forth in the Agreement, Partner’s right to initiate providing ASP Services using the Software to new customers shall immediately terminate. Provided Partner is not in breach with terms of the Agreement, Partner may continue to use its perpetual ASP Licenses to provide ASP Services to its ASP End Users that are contracted with Partner as of the date of the termination of this Agreement (except that

Partner may not renew for any additional renewal periods after the termination or expiration of this Program Schedule), subject to Partner's continuing compliance with the terms of this Agreement.

义务的终止。本计划协议因任何原因终止或有效期届满时，除本协议中规定的有关终止的此类其他义务以外，合作伙伴可使用软件向新客户提供 ASP 服务的权利亦应立即终止。如合作伙伴继续遵循本协议且不违反本协议的任何条款，则合作伙伴可以在本协议终止之日后继续使用其已购买的 ASP 永久许可，向已与合作伙伴签订合同的 ASP 最终用户提供 ASP 服务（合作伙伴在本计划协议终止或有效期届满后不再续租任何其他续租期的情况除外）。