SAP Runtime License
SAP 运行时许可
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 ("GTCs"), 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 GTCs, 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、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. TERRITORY. "Territory" means all the countries in the world except for Iran and Cuba, and subject to Section 10 of the GTC (Import and Export Control).

地域。"地域"是指除伊朗和古巴以外的全世界所有国家/地区，并受 GTC 第 10 节（进出口管制）的约束。

2. GRANT OF LICENSE.

授予许可。

(a) On-Premise Distribution Runtime 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 resell the Software (including the Integration) together with the associated Documentation to End Users in the Territory only for use with Partner Products, 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. The Agreement nor this Program Schedule grant any rights to Partner to distribute, resell or sublicense the Software in its stand-alone form.

企业预置型分销运行时许可。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在地域内仅将软件以及相关文档在与合作伙伴产品一同使用的前提下向最终用户进行复制、宣传、分销并转售（包括集成）（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。这类协议授予此类软件的直接许可权利。协议及本计划协议均未向合作伙伴授予任何独立分销、转售或再许可软件的权利。

(b) 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 Software for use with Partner 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与合作伙伴产品结合使用的软件，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。

(c) 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 Software for use with Partner 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.

通过关联企业、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与合作伙伴产品一起使用的软件的非独占权利，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。

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、适用的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。