SAP PE Build (formerly OEM) Software Use Rights

SAP PartnerEdge, Build [构建**]**（以前称为“**OEM**”）软件使用权利

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PREAMBLE

序言

The terms set forth in this PE Build (formerly OEM) Software Use Rights document ("**Use Terms**") apply to any Named Users and Packages licensed pursuant to the Agreement (including orders placed directly with SAP or through an authorized partner of SAP) referencing these Use Terms, Product Use Rights or similar naming conventions. Each capitalized term referenced in these Use Terms shall have the meaning given it in the GTC. Terms or restrictions applicable to a component also apply when that component is included or embedded with another Package.

本 SAP PartnerEdge Build（以前称为"OEM"）软件使用权利文件中的条款（以下简称"**使用条款**"）适用于依据协议（包括直接向 SAP 或者通过 SAP 的授权合作伙伴下达的订单）取得许可的任何指定用户（或亦称为"命名用户"）与包，前述协议引用此处所述之使用条款、产品使用权利或类似命名约定。本使用条款中提及的任何以粗体显示的术语均适用一般条款与条件（GTC）中的定义。适用于某一组件的条款或限制在该组件随附或内嵌于其他包时同样适用。

LICENSING PRINCIPLES AND RULES OF USE

许可原则和使用规则

1. DEFINITIONS

定义

1.1. Each Software and/or Third Party Software (as defined in the GTC) product licensed pursuant to the Agreement referencing these Use Terms may be referred to as a "**Software Package**" (when referencing only Software) or "**Third Party Software Package**" (when referencing only Third Party Software) or "**Package**" (when referencing both Software and Third Party Software).

依据引用本使用条款的协议许可的软件和/或第三方软件（见 GTC 中的定义）产品可能会有以下表述："**软件包**"（当仅提及软件时）、"**第三方软件包**"（当仅提及第三方软件时）或"**包**"（当同时提及软件和第三方软件时）。

1.2. "**End User**" means Partner's customer licensing the Software from Partner, or accessing the Partner's ASP Service, in accordance with the Agreement. An End User shall not include Partner or its Affiliates.

"**最终用户**"是指依据协议从合作伙伴处获得软件许可或访问合作伙伴的 ASP 服务的合作伙伴客户。 最终用户不得包括合作伙伴及其关联企业。

1.3. "**Licensed Level**" means:

"**许可级别**"是指：

a) when referenced in the context of a Named User, the quantity of Metric for which each individual Named User category and type is licensed; and

与指定用户相关时，是指为每个指定用户类别和类型许可的指标的数量；以及

b) when referenced in the context of a Package, the quantity of Metric for which each individual Package is licensed.

与包相关时，是指为每个包许可的指标的数量。

1.4. "**Licensee**" means the Partner or the End User, as appropriate, within the meaning of the Agreement. References to "Licensee" apply to Partner in case Partner accesses and Uses the Software, and its End Users, in case Partner's End Users access, Uses or receive the benefits of the Software.

"**被许可方**"是指协议中的合作伙伴或最终用户（视情况而定）。 如合作伙伴访问和使用软件，则"被许可方"是指合作伙伴，如合作伙伴的最终用户访问、使用软件或从中获益，则指合作伙伴的最终用户。

1.5. "**Metric**" means:

"**指标**"是指：

a) when referenced in the context of a Named User, the individual Named User category and type (and corresponding Named User definition setting for such Named User's Use rights) as further described in Section 5.1; and

与指定用户相关时，是指每个指定用户所属的类别和类型（以及为该指定用户定义的相应使用权利），详见第 5.1 节所述；以及

b) when referenced in the context of a Package, the individual business metric corresponding with each Package as further described in Section 6.

与包相关时，是指与每个包对应的业务指标，详见第 6 节所述。

1.6. "**Named User**" means any individual authorized by Licnesee to Use a Package, including without limitation employees of its Affiliates or other third parties authorized to Use a Package.

"**指定用户**"是指经被许可方授权使用包的任何个人，包括但不限于其关联企业的员工或经授权可以使用包的其他第三方。

1.7. "**Named User License**" means the Metric and Licensed Level applicable to each Named User.

"**指定用户许可**"是指适用于每个指定用户的指标和许可级别。

1.8. "**Order Form**" shall mean the order document for the Named Users and Packages licensed under the Agreement, including order documents placed directly with SAP or through an authorized reseller, distributor, OEM or other authorized partner of SAP.

"**订购单**"是指订购协议许可的指定用户和包的凭证，包括直接向 SAP 或通过 SAP 授权的经销商、分销商、OEM 或其他经 SAP 授权的合作伙伴下达的订单凭证。

1.9. "**Package License**" means the Metric and Licensed Level applicable to each Package; a Package License for any Package referenced in Exhibit 3 shall include, and be subject to, the specific terms and Use rules applicable to such Package.

"**包许可**"是指适用于每个包的指标和许可级别；附件 3 中提及的任何包的包许可应包括适用于此类包的特定条款和使用规则并受这些条款和规则的制约。

1.10. "**Use**" means to activate the processing capabilities of the Software, load, execute, access, employ the Software, or display information resulting from such capabilities. Use may occur by way of an interface delivered with or as a part of the Software, a Licensee or third-party interface, or another intermediary system.

"**使用**"是指激活软件的处理功能，加载、执行、访问、利用软件，或显示通过这些功能取得的信息。使用可经由一个与软件一同交付或作为软件一部分交付的接口、被许可方或第三方接口或另一中间系统进行。

2. STANDARD LICENSE PRINCIPLES AND RULES OF USE

标准许可原则和使用规则

2.1. Named User License & Package License Required

所需的指定用户许可与包许可

2.1.1. Except as otherwise specifically provided in Sections 3.2 and 7, the Use of any Package requires both a Named User License and a Package License. Licensee needs to hold a Named User License for any individual accessing any Package, and such Named User License shall define the extent to which such individual may Use the Package, such Use of the Package in all cases being further subject to the Package License. Named User Licenses cannot be assigned to more than 1 individual.

除本文件第 3.2 节和 7 节另有明确规定外，任何包的使用均需同时具备指定用户许可和包许可。 被许可方需为访问任何包的任何个人获得指定用户许可，且此类指定用户许可应定义此类个人可以使用包的范围，前述包的使用在任何情况下均须进一步遵循包许可。 不得将指定用户许可分配给多个用户。

2.2. Named User Exception

指定用户例外情况

2.2.1. Where data is exported from any licensed Software (excluding all SAP Business Warehouse Software and/or third party databases) to Non-SAP Application(s) pursuant to a predefined query that:

根据以下预定义查询，将数据从已获得许可的软件（所有 SAP Business Warehouse [业务仓库]软件和/或第三方数据库除外）导出至非 SAP 应用程序中时：

a) was created by an individual licensed to Use the Software from which the data is being exported; and

由获得许可使用导出数据的软件的个人所创建；并

b) runs automatically on a scheduled basis,

按预定计划自动运行，

the use of such data by Non-SAP Application(s) or their users does not require a license hereunder provided such use does not result in any updates to or trigger any processing capabilities of any licensed Software. "**Non-SAP Application(s)**" means any technologies, other than licensed Software, for which Licensee has secured an appropriate license from an entity other than SAP, SAP SE, or any of their subsidiaries or distributors.

非 SAP 应用程序或其用户对此类数据的使用不需要 SAP 指定用户许可，但前提是此类使用不会导致任何许可软件的更新或触发任何许可软件的任何处理功能。"**非 SAP 应用程序**"是指除许可软件以外，被许可方已经从除 SAP、SAP SE、其任何子公司或经销商以外的实体处获得适当许可的任何技术。

2.3. Runtime Software

运行时软件

2.3.1. Licensed Package(s) (including Modifications thereto) may utilize limited functionality of other Packages for which Licensee does not hold a license, or functionality of Third Party Products that are embedded in, or incorporated for use with, the licensed Package(s) ("**Runtime Software**"). Until Licensee has expressly licensed the Runtime Software from SAP or its licensors for use independent of the licensed Package(s), Licensee's Use of such Runtime Software is limited to access by and through the licensed Package(s), for the sole purpose of enabling performance of the licensed Package(s) and integrating data from licensed Software as specified in the Documentation.

许可包（包括对其所做的修改）可以利用被许可方未持有许可的其他包的有限功能，或者内置于许可包或与许可包合并使用的第三方产品的功能（以下简称"运行时软件"）。在被许可方从 SAP 或其许可方处明确取得独立于许可包使用的运行时软件的许可之前，被许可方对此类运行时软件的使用仅限于出于使许可包能够执行和集成文档中指定的许可软件数据之唯一目的，通过许可包对其进行访问。

2.4. Country or Language Versions and Availability Restrictions

国家/地区或语言版本和可用性限制

2.4.1. There are no applicable country or language specific versions licensed by Licensee from SAP unless otherwise specifically stated in an Order Form. Packages may be subject to availability restrictions. Information about such restrictions including country availability, supported languages, supported operating systems and databases may be provided through the Product Availability Matrix (PAM) published at http://support.sap.com/pam or otherwise included in the Documentation.

除非订购单中另有明确规定，否则 SAP 向被许可方许可的任何版本均不具有国家/地区或语言特定性。包可能遵循可用性限制。与前述限制相关的包括国家/地区可用性、支持语言、支持操作系统和数据库在内的信息，可能会通过发布于 http://support.sap.com/pam 或包含于文件中的产品可用性矩阵（PAM）提供。

2.5. Internet Connectivity

互联网连接

2.5.1. Some Packages require connection to the internet in order to properly function. Licensee is responsible for obtaining internet connectivity and SAP will not be responsible for loss of functionality due to failure of internet connectivity.

有些包需要与 Internet 连接才能正常工作。被许可方负责实现 Internet 连接，且就因 Internet 连接失败而造成的功能丢失，SAP 概不负责。

2.6. Third Party Web Services
第三方 Web 服务

2.6.1. Some Packages enable connection to Third Party Web Services. For the purposes of these Use Terms, "**Third Party Web Services**" means:

有些包支持与第三方 Web 服务连接。在本使用条款中，"**第三方 Web 服务**"是指：

a) any and all web services made available by third parties (other than SAP, SAP SE or any of their affiliated companies) that are accessible through or enabled by the Software or SAP Materials, and

由第三方（除 SAP、SAP 股份有限公司或其任何关联公司）提供的可通过软件或 SAP 材料访问或由软件或 SAP 材料支持的任何及所有的 Web 服务；以及

b) any and all application programming interfaces, web service definition files, and other materials made available by or on behalf of such third party web service providers to facilitate the access to and use of such web services. Examples of Third Party Web Services include: Facebook, Evernote, Twitter, Google Maps and other such services.

由此类第三方 Web 服务提供商或代表此类提供商出于协助访问和使用此类 Web 服务之目的提供的任何及所有的应用程序编程接口、Web 服务定义文件以及其他材料。 第三方 Web 服务示例包括：Facebook、Evernote、Twitter、Google Maps 以及其他此类服务。

2.6.2. The following terms apply to all Third Party Web Services:

以下条款适用于所有第三方 Web 服务：

a) Licensee is solely responsible for obtaining all account and authentication credentials required to access or use the Third Party Web Service's API or the Third Party Web Service.

被许可方全权负责获取访问或使用第三方 Web 服务的 API 或第三方 Web 服务所需的所有帐户和身份验证凭据。

b) Use of the Third Party Web Service's API is subject to Licensee's acceptance of the Third Party Web Service's terms and conditions, which must be obtained from the Third Party Web Service provider. SAP is not a party to the agreement between the Licensee and the Third Party Web Service provider.

对第三方 Web 服务 API 的使用应以被许可方接受第三方 Web 服务的条款和条件为前提，此类条款和条件必须从第三方 Web 服务提供商处获取。SAP 不属于被许可方与第三方 Web 服务提供商签订的协议的任何一方。

c) The Third Party Web Service's API and the Third Party Web Service are excluded from all SAP representation, warranties, indemnifications and support obligations.

第三方 Web 服务的 API 和第三方 Web 服务不在 SAP 的任何陈述、担保、赔偿和支持义务范围内。

d) Licensee expressly agrees to indemnify SAP, its officers, employees, agents and subcontractors from and against all claims, liabilities, losses, damages and costs (including reasonable attorney fees) suffered by SAP arising from the use of any Third Party Web Services by Licensee or its Affiliates.

被许可方明确同意，就因被许可方或其关联企业使用任何第三方 Web 服务而引起的一切索赔、债务、损失、损害和成本（包括合理律师费用），向 SAP、其高级职员、员工、代理和分包商给予补偿。

e) SAP may throttle, suspend or terminate the Licensee's access to the Third Party Web Service's API through the Product if Licensee violates or causes SAP to violate Third Party Web Service provider's terms of service or other applicable Third Party Web Service provider agreements or policies (including, without limitation, exceeding any data or usage limits).

若被许可方违反或造成 SAP 违反第三方 Web 服务提供商的服务条款或其他适用的第三方 Web 服务提供商协议或政策（包括但不限于，超出任何数据或使用限制），SAP 可限制、暂停或终止被许可方通过产品访问第三方 Web 服务 API 的权限。

3. EXCEPTIONAL LICENSE PRINCIPLES AND RULES OF USE FOR SPECIAL LICENSE SCENARIOS
特殊许可方案的例外许可原则和使用规则

3.1. This Section 3 applies to the following special license scenarios ("**Special License Scenarios**"), and prevails over any contradicting terms in Section 2.

本节（第 3 节）适用于以下特殊许可方案（以下简称"**特殊许可方案**"），且效力高于第 2 节中的任何冲突条款。

3.2. Standalone Use
独立使用

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

"独立使用"是指依据协议许可的软件（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或 OEM 应用程序以及本协议项下指定的任何其他软件或第三方产品捆绑使用，或对前述产品进行访问。

3.2.2. For avoidance of doubt, all Software licensed under a Restricted License or by an SAP acquired entity prior to its legal integration with a successive SAP entity is deemed licensed for Standalone Use only.

为避免疑义，依据受限制的许可或由 SAP 收购的实体在依法整合为一家 SAP 实体之前授予许可的所有软件均视为仅授予独立使用许可。

3.3. Restricted License
受限制的许可

3.3.1. If Licensee acquired the Software bundled or otherwise provided in combination with or for use with a third party product ("OEM Application") from a third party, Licensee has acquired a Restricted License. Licensee may use each licensed copy of the Software only in conjunction with the OEM Application with which it was provided. Restricted Licenses may not be combined or used with unrestricted licenses.

如被许可方获得的本软件已与第三方提供的第三方产品捆绑在一起，或者是以其他形式与第三方产品组合或配合使用（即"OEM 应用程序"），则被许可方获得了一个"受限制的许可"。被许可方仅可将软件的每个许可副本与随附提供的 OEM 应用程序结合使用。受限制的许可不得与无限制的许可混合使用或结合使用。

3.4. Subscription License
订阅许可

3.4.1. Unless otherwise agreed in writing, if the Software is licensed on a subscription basis, Licensee is granted a non-exclusive and non-transferable license to use the Software for a 12 month term, renewable annually at Licensor's then current rate or such other term as mutually agreed in writing by the parties.

除非另有书面约定，如按订阅的方式获得软件的许可，则被许可方被授予为期十二（12）个月的非独占且不可转让的软件使用许可，此许可可以逐年续订，续订价格为许可方当时的许可价格，续订期限也可以是双方约定的其他期限。

3.5. Development License
开发许可

3.5.1. Unless otherwise agreed in writing, if Licensee receives a development license, Licensee may use the number and type of licenses acquired only to develop or test such developments. A development license cannot be used in or transferred to a production environment.

除非另有书面约定，如被许可方取得了一份开发许可，则被许可方可以将取得的许可数量和类型仅用于此类开发的运作或测试。开发许可不能在生产环境中使用或转移到生产环境中使用。

3.6. Update License
升级许可

3.6.1. Unless otherwise agreed in writing, if Customer receives the Software as an update to a previously licensed product, Customer's license to use the Software is limited to the aggregate number of licenses Customer has acquired for the previous product. If Customer chooses to use the Software and the previous product simultaneously, the aggregate number of licenses used to access the Software and the previous product may not exceed the aggregate number of licenses Customer acquired for the previous product.

除非另有书面约定，如客户获得的软件是对以前许可的产品的升级，则客户使用软件的许可的数量只限于客户就以前产品而获得的许可的总数。如客户选择同时使用软件和以前的产品，则用于使用软件和以前产品的许可总数不得超过客户就以前产品获得的许可总数。

3.7. Evaluation or Not for Resale License
评估许可或不得转售许可

3.7.1. Unless otherwise agreed in writing, an "Evaluation License" or "Not for Resale License" may be used only for the number and type of licenses specified and for the period specified on the Software packaging, ordering or shipping documentation. Upon expiration of such specified period, the Software associated with an Evaluation License or Not For Resale License will not function unless Licensee has obtained applicable permanent license keys. If the ordering or shipping documentation specifies a particular project, the Software may be used only with that project. An Evaluation License may only be used for evaluation purposes and may not be used for production purposes. Notwithstanding any other provision of this Agreement, Software provided under an Evaluation or Not for Resale License are provided "as-is" without warranty of any kind, express or implied. An Evaluation License or Not for Resale License may be terminated by SAP upon written notice at any time.

除非另有书面约定，"评估许可"或"不得转售许可"只能按软件的包装、订单或发运文档中指定的许可数量、类型和期限使用。该指定的期限期满后，与"评估许可"或"不得转售许可"关联的软件将无法继续使用，除非被许可方获得适用的永久许可密钥。如果订购或发运单据指定了特定的项目，则本软件只能与该项目一起使用。评估许可只能用于评估目的，不得用于生产目的。尽管本协议中有任何其他条款规定，根据"评估许可"或"不得转售许可"提供的软件均"按原样"提供，不提供任何形式的担保，不论是明示担保还是默示担保。SAP 可随时通过书面通知终止任何"评估许可"或"不得转售许可"。

3.8. SAP Business One Software
SAP Business One 软件

3.8.1. Additional terms and conditions related to the licensing of SAP Business One Software, including applicable Metrics and Package restrictions, are stated in Exhibit 5.

附件 5 规定了与 SAP Business One 软件许可有关的附加条款和条件，包括相应的指标和包限制。

3.9. ASP Licenses

ASP 许可

3.9.1. Where Partner is granted a license to Use the Software to provide its ASP Service and the Metric for the Software under the ASP license is dependent on the number of Users, Named Users or Concurrent Sessions , such ASP license cannot be re-allocated or transferred by Partner from one End User to another End User. For the avoidance of doubt, notwithstanding the foregoing, a User or Named User assignment may be transferred from one individual to another employed or affiliated with the End User, but only if the individual to which the User or Named User is assigned: (i) is on vacation; (ii) is absent due to sickness; (iii) has their employment terminated; (iv) is moved into a new job function which no longer requires them to Use the applicable Package(s); or (v) is subject to a condition that is otherwise agreed by SAP.

如合作伙伴获得使用软件提供 ASP 服务的许可，且 ASP 许可下的软件的使用指标为用户数、指定用户数或并发会话数，则合作伙伴不得将此类 ASP 许可从一个最终用户重新分配或转让给另一个最终用户。 为避免疑义，即使有前述规定，仍可将用户或指定用户在最终用户的员工或其关联人员之间进行转移，但该转移行为仅在接受该用户或指定用户的个人发生以下情况时方得进行：(i) 正在休假，(ii) 因病缺勤，(iii) 已解除其雇佣关系，(iv) 调任至新岗位，无需再使用任何包，或者 (v) 符合 SAP 约定的其他情况。

3.10. Packages with a Maximum List Price

有最高列表价限制的包

3.10.1. Some Packages have a maximum list price, which is reached once the Parther has licensed and/or distributed the maximum amount of sales units for that Package. Upon licensing and/or distributing the maximum amount of units, the Partner is granted by SAP a non-transferable right to use (in the case of ASP Licenses) or distribute (in the case of On Premise licenses) more than the maximum amount of units without futher payment requirement.

有些包有最高列表价限制，合作伙伴针对这类包获得最大数量的销售单位许可和/或分发最大数量的销售单位后，即达到最高列表价限制。在获得最大数量单位的许可和/或分发最大数量的单位后，SAP 授予合作伙伴不可转让的权利，允许其使用（在获得 ASP 许可的情况下）或分发（在获得本地许可的情况下）超过最大单位数量的数量，且无需支付额外费用。

4. VERIFICATION

验证

4.1. SAP is permitted to audit the usage of the licensed SAP Software (in general once a year) by system measurement in accordance with SAP standard procedures. Partner can conduct the measurement itself using the unaltered tools and self-declaration forms provided by SAP for that purpose. The self-declaration form is to be completed independently of technical measurement function modules. In the case of On Premise licenses distributed to End Users, Partner will assist SAP in conducting the measurement at the Customer level and coordinating with the Customer to complete the self-declaration form. The result of the measurement is to be transmitted online via the respective interfaces from Partner's or its Customer's system(s) to SAP, or in a machine-readable format. Applying the multi-client concept for user classification shall only be permitted on an exceptional basis and is subject to prior approval by SAP in written form.

SAP 可以按照 SAP 标准程序，通过系统评估对许可的 SAP 软件的使用情况进行审计（通常每年一次）。合作伙伴可以使用 SAP 为此目的提供的未经变更的工具和自行申报表单自行执行评估。自行申报表单独立于技术评估功能模块而完成。对于分销给最终用户的本地许可，合作伙伴应协助 SAP 进行客户级别的评估，并与客户协调相关事宜，完成自行申报表单。评估结果将通过合作伙伴或其客户系统的相应接口或以机器可读的格式从被许可方的系统在线传输至 SAP。仅在特殊情况下才允许将多客户端概念用于用户分类，且须事先经 SAP 书面批准。

METRICS

指标

5. NAMED USER PRINCIPLES AND METRICS

指定用户原则与指标

5.1. Named User Principles

指定用户原则

5.1.1. Except as otherwise specifically provided, only appropriately licensed Named Users may Use a Package, and such Use shall be subject to the Named User License, the Package License, and the Agreement, unless otherwise set forth in Exhibit 3. The transfer of a Named User License from 1 individual to another employed or affiliated with the End User may only be done if the individual to which the Named User License is assigned:

除另有明确规定外，只有获得相应许可的指定用户才能使用包，且此类使用必须遵循指定用户许可、包许可和协议的规定，除非附件 3 另有规定。只有接受指定用户许可的个人发生以下情况时，才能将指定用户许可转让给雇佣或关联的其他个人：

a) is on vacation;

正在休假；

b) is absent due to sickness;
因病缺勤；

c) has their employment terminated;
已解除其雇佣关系；

d) is moved into a new job function which no longer requires them to Use any Packages; or
调任至新岗位，无需再使用任何包；或

e) is subject to a condition that is otherwise agreed by SAP.
符合 SAP 约定的其他情况。

5.1.2. Important Note for Licensees with contracts from June 2014 and earlier. Such Licensees may have licensed the following previous user type: SAP BA&T Users.

针对 2014 年 6 月及之前与 SAP 签署合同的被许可方的重要说明。此类被许可方可能已经获得原先的用户类型 SAP BA&T User 的许可。

5.1.3. Licensees that have already licensed the above user type are permitted to license additional quantities of the same user type. Such Licensees are not permitted to license SAP Named Users within their existing license contract.

已获得前述用户类型许可的被许可方有权许可额外数量的相同用户类型。此类被许可方不得在其现有许可合同内许可 SAP 指定用户。

5.2. Named User Metric – Categories, Types and Corresponding Definitions.
指定用户指标 — 分类、类型和相应定义。

5.2.1. Named User Metrics, including categories, types and corresponding definitions, are stated in Exhibit 2.

附件 2 对指定用户指标（具体包括分类、类型及相应定义）作出了规定。

6. PACKAGE PRINCIPLES AND METRICS
包原则与指标

6.1. Package Principles
包原则

6.1.1. Each Package is licensed based upon the Metric applicable to it, and in no case may Use of a Package exceed the License Level for which the Package is licensed.

就每一包授予的许可都是建立在适用于该包的指标的基础上的，在任何情况下，对包的使用均不得超出授予该包许可的许可级别。

6.2. Package Metrics – Types and Corresponding Definitions
包指标 — 类型和相应定义

6.2.1. Package Metrics, including types and corresponding definitions, are stated in Exhibit 2.

附件 2 对包指标（具体包括类型及相应定义）作出了规定。

7. PACKAGE SPECIFIC TERMS / USE RULES
包特别条款/使用规则

7.1. Package Licenses
包许可

7.1.1. A Package License for any Package referenced in Exhibit 3 shall include, and be subject to, the specific terms and Use rules applicable to such Package as outlined in Exhibit 3.

附件 3 中提及的任何包的包许可应包括且遵循附件 3 中规定的适用于此类包的特殊条款和使用规则。

7.2. Applicability
适用性

7.2.1. This Section 7.2 applies to any Package (including, without limitation, databases) licensed pursuant to an Order Form and identified as a Third Party Software (including databases) in such Order Form ("**Third Party Software Package**") and control over any conflicting terms set forth in the Agreement. All Third Party Software Packages are restricted for Use solely in conjunction with the particular Package intended by SAP to be used therewith or with which SAP provides the Third Party Software Package, and Third Party Software Packages may not be used with any other Package, or on an individual basis. Unless otherwise specifically provided in Section 7 of the Use Terms, any Use of the Third Party Software Packages (whether productive or non-productive) shall count against the Licensed Level for any applicable Metric.

本节（第 7.2 节）适用于依据订购单许可且在此类订购单中规定为第三方软件（包括数据库）的任何包（包括但不限于数据库）（"**第三方软件包**"）。此条款优先于协议中规定的任何冲突条款。所有第三方软件包均有以下限制，即只能与 SAP 允许一起使用的特定包，或 SAP 随其提供第三方软件包的特定包一起使用，而不得与任何其他包一起使用，亦不得单独使用。除本使用条款第 7 节另有规定外，对第三方软件包（无论是生产性还是非生产性软件包）的使用均应依据任何适用指标的许可级别。

7.3. Exceptions from the GTC for Third Party Software Packages
GTC 中关于第三方软件包的例外情况

7.3.1. Section 7.3 (Modification / Add-on) of the GTC shall not apply to any Third Party Software Packages unless otherwise set forth. Licensee shall not make Modifications or Add-ons to Third Party Software Packages, or otherwise modify Third Party Software Packages unless expressly authorized by SAP in writing.

除非另有规定，否则 GTC 第 7.3 节（“修改/增强”）不适用于任何第三方软件包。除非 SAP 以书面形式明确授权，否则被许可方不得对第三方软件包进行“修改或增强”，亦不得以任何其他方式修改第三方软件包。

7.4. Limitation of Liability
责任限制

7.4.1. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, WITH RESPECT TO ANY AND ALL CLAIMS AND DAMAGES OF ANY KIND OR NATURE IN ANY WAY ARISING FROM OR RELATED TO THE THIRD PARTY SOFTWARE LICENSED PURSUANT TO AN ORDER FORM REFERENCING THESE USE TERMS, UNDER NO CIRCUMSTANCES SHALL SAP OR ITS LICENSORS BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE PAID LICENSE FEES FOR THE APPLICABLE THIRD PARTY SOFTWARE DIRECTLY CAUSING THE DAMAGES OR BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR EXEMPLARY OR PUNITIVE DAMAGES.

即使本文件中有任何相反规定，对于因依据引用上述使用条款的订购单而许可第三方软件招致的或者与第三方软件许可相关的、以任何形式出现的任何类型或任何性质的任何索赔和损害，在任何情况下，SAP 或其许可方均不对对方或任何其他个人或实体超出就直接导致损害的软件已经支付的许可费的损害赔偿额承担责任，也不对由此导致的任何特殊性、偶发性、衍生性或间接性的损害、商誉或营业利润损失、停工、数据丢失、计算机停运或故障、示范性或惩罚性赔偿等金额承担责任。

8. DATABASES
数据库

8.1. Runtime databases
运行时数据库

8.1.1. If a runtime database is not licensed, then the Packages licensed pursuant to an Order Form referencing these Use Terms may require a database product;

如运行时数据库未获得许可，则根据引用本使用条款的订购单许可的包可能需要数据库产品；

8.1.2. Neither the Order Form nor the Agreement contain a license to use any database product, even where integrated or pre-installed as part of such Software or third party software;

订购单和协议均不得包含使用任何数据库产品的许可，即使该数据库作为此类软件或第三方软件的一部分进行集成或预装；

8.1.3. Each database product is subject to its respective vendor license agreement;

每个数据库产品受其各自的供应商许可协议约束。

8.1.4. SAP makes no representations or warranties as to the terms of any license or the operation of any database product obtained directly from a third party vendor; and

对于直接从第三方供应商处获得的、任何许可的条款或者任何数据库产品的操作，SAP 不作任何陈述或保证。

8.1.5. Licensee is responsible for support and maintenance of any database product obtained from a third party vendor, and SAP has no responsibility in this regard.

被许可方负责从第三方供应商处取得的任何数据库产品的支持和维护工作，SAP 对此不承担任何责任。

9. OPEN SOURCE SOFTWARE
开放源软件

9.1. Applicable specific conditions related to certain open source products made available by SAP are part of the applicable product documentation and apply to Licensee’s use of any such open source products. The definition of open source can be found under http://www.opensource.org/.

与特定开放源产品相关的具体适用条件由 SAP 作为相关产品文档的一部分提供。被许可方使用任何此类开放源产品时，均需遵循此类条件。开放源的定义可参见：http://www.opensource.org/。

10. SAP BEST PRACTICES
SAP BEST PRACTICES [卓越实践]

10.1. Software Packages may be delivered with settings and master data that have been pre-configured to address generalized requirements of a specific industry sector or country (“**SAP Best Practices**”). It is Licensee’s responsibility to determine the feasibility of using SAP Best Practices as a basis for its own customizations and parameterizations of the SAP Software in a productive environment.

软件包可能会与预先配置的设置和主数据一并交付，配置设置和主数据的目的在于达到特定行业或国家/地区的一般要求（“**SAP Best Practices**”）。被许可方负责确定在生产环境中使用 SAP Best Practices 作为其 SAP 软件定制和参数化基础的可行性。

11. SAP TOOLS
SAP 工具

11.1. The Software, particularly the ABAP Workbench and SAP NetWeaver, contains software tools. Licensee may only use these tools to program Modifications or to create Add-ons to the Software in accordance with the Agreement. The tools may not be transferred, either in whole or in part, into modified or created software.

软件，特别是 ABAP 工作台和 SAP NetWeaver [技术平台]，包含了软件工具。被许可方仅可使用前述工具根据协议对软件进行修改编程或创建扩展组件。此类工具不得全部或部分转移至修改或创建的软件中。

12. FUNCTION MODULES
功能模块

12.1. The Software may contain function modules, which are stored in a function library. Some of these function modules carry a release indicator for transfer into modified or newly created software. Only these function modules may be transferred by the Licensee into Modifications or Add-ons to the software. The function modules may not be modified or decompiled unless otherwise permitted under the Agreement.

软件可能会包含储存于功能库中的功能模块。其中部分功能模块附带解锁器，允许转移至修改或新创建的软件中。被许可方仅可将此类功能模块转移到软件的修改或扩展组件中。除协议许可外，此类功能模块不得进行修改或反编译。

13. DATABASE RESTRICTION
数据库限制

13.1. Other than communication (including data transfers) via application level APIs between the Software and software applications running on any third party runtime database acquired from SAP or its Affiliates, or any of its respective resellers or distributors, the Software shall not access, directly or indirectly, in any manner whatsoever, any such third party runtime database(s).

除软件与基于从 SAP 或其关联企业或其各自的任何经销商或分销商处购买的任何第三方运行时数据库运行的软件应用程序之间进行的应用程序级 API 通讯（包括数据传输）外，软件不得以任何方式直接或间接访问任何此类第三方运行时数据库。

14. SAP SDKS

14.1. “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。

14.2. 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 the Agreement may include iOS related software. With respect to an SAP SDK that is for iOS, Licensor’s licenses under the 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 the 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，如协议附件 A 许可，为开发 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，许可方在协议项下许可使用针对 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 开发人员计划企业许可协议（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。

EXHIBIT 1 - SBOP SOFTWARE

附件 1 — SBOP 软件

SBOP

Business Intelligence SAP BusinessObjects Business Intelligence [商务智能]	Use Rights that do not require a Named User* license 不需要指定用户*许可的使用权利 (*as defined in Section 1 of the Preamble) （*定义见序言第1节）
SAP Crystal Reports (user) SAP Crystal Reports [水晶报表]（用户）	View (i.e., refresh and prompt, print and export, drilldown, schedule) reports 查看（即，刷新和提示、打印和导出、钻取、计划）报表 Desktop software for report creation and modification (i.e., create a new report, design the report, access data in HANA, Universes, Business Views, or directly, add filters and prompts, save reports locally or back to the BI Platform) 使用桌面软件创建和修改报表（即，新建报表，设计报表，访问 SAP HANA [内存计算平台]、Universe、业务视图中的数据，或者直接添加过滤器和提示，将报表保存到本地或 BI 平台）
SAP Crystal Reports (CS) SAP Crystal Reports（并发会话）	View (i.e., refresh and prompt, print and export, drilldown, schedule) reports 查看（即，刷新和提示、打印和导出、钻取、计划）报表
SAP BusinessObjects Web Intelligence (user) SAP BusinessObjects Web Intelligence [Web智能]（用户）	View (i.e., refresh and prompt, schedule, export and print, zoom, sort, search, filter, track data changes, fold, unfold, drill, apply basic formatting, create and use conditional formatting, add and change charts and graphs, format cells, define hyperlinks) a predefined report 查看（即，刷新和提示、计划、导出和打印、缩放、排序、搜索、过滤、跟踪数据更改、隐藏、显示、钻取、运用基本格式设置、创建和使用条件格式设置、增加和更改图表、设置单元格格式、定义超链接）预定义报表 Webi Rich Client desktop solution for offline access. 使用 Web Intelligence 胖客户端桌面解决方案进行离线访问。
SAP BusinessObjects Web Intelligence (CS) SAP BusinessObjects Web Intelligence（并发会话）	View (i.e., refresh and prompt, schedule, export and print, zoom, sort, search, filter, track data changes, fold, unfold, drill, apply basic formatting, create and use conditional formatting, add and change charts and graphs, format cells, define hyperlinks) a predefined report 查看（即，刷新和提示、计划、导出和打印、缩放、排序、搜索、过滤、跟踪数据更改、隐藏、显示、钻取、运用基本格式设置、创建和使用条件格式设置、增加和更改图表、设置单元格格式、定义超链接）预定义报表
SAP BusinessObjects Enterprise (user) SAP BusinessObjects Enterprise [本地商务智能]（用户）	Contains the following components: Lumira discovery and designer, Analysis for Office / for OLAP, Web Intelligence, Crystal Reports, Mobile BI, Live Office and BI Admin Tools) 包括以下组件：SAP Lumira（发现版）[数据可视化发现版]和SAP Lumira（设计师版）[数据可视化设计师版]、SAP Analysis for Microsoft Office [面向Microsoft Office的分析解决方案]/面向联机分析处理的SAP Analysis [面向联机分析处理的分析解决方案]、SAP BusinessObjects Web Intelligence、SAP Crystal Reports、Mobile BI [移动商务智能]、SAP BusinessObjects Live Office [Office集成工具]和BI管理工具 Best for users that require guaranteed access (executives, power users), 最适合需要保障访问权限的用户（高管、超级用户） Required for administrators, 管理员需要该许可 Required for most content developers that need access to thick client tools (Crystal Reports designer, Webi Rich Client). 大部分需要访问胖客户端工具（Crystal Reports Designer、Web Intelligence胖客户端）的内容开发人员需要该许可
SAP BusinessObjects Enterprise (CS) SAP BusinessObjects Enterprise [本地商务智能]（并发会话）	Contains the following components: Lumira, server edition, Analysis for Office / for OLAP, Web Intelligence, Crystal Reports, Mobile BI, Live Office and BI) 包括以下组件：SAP Lumira（设计师版）、SAP Analysis for Microsoft Office/面向联机分析处理的SAP Analysis、SAP BusinessObjects Web Intelligence、SAP Crystal Reports、Mobile BI、SAP BusinessObjects Live Office和SAP BusinessObjects Business Intelligence Best for casual users with infrequent usage that don't need guaranteed access, 最适合不常使用、不需要保障访问权限的临时用户 Best for users converting from a CPU metric in an older licensing model, 最适合从原先使用CPU指标的许可模式转换而来的用户 Best for API integration scenarios (ex. corporate portal), 最适合API集成业务场景（如企业门户） Best for extranet scenarios. 最适合外联网业务场景。
SAP BusinessObjects Enterprise, public document SAP BusinessObjects Enterprise公开凭证[本地商务智能公开凭证]	Public Document metric is designed for sharing any BI document on the public internet. 公开凭证指标用于在公共互联网上共享任何BI凭证。 1 unit license entitles a customer to make 1 document public. 一（1）个基准数量的许可允许客户公开一（1）个凭证。 A public document is any object that can fully execute on the SAP BusinessObjects BI Platform: 公开凭证是指可完全在SAP BusinessObjects BI [商务智能]平台执行的任何对象。 – Web Intelligence document Web Intelligence凭证

	– Crystal Report Crystal报表 – Analysis for OLAP workspace Analysis for OLAP工作区 – Lumira document Lumira凭证 This license must be used in a separate deployment from other license models. No security can be put on the document – it must be completely public. 本许可不得与任何其他许可模式在同一个部署环境中使用。不得对文档采用任何安全保密措施，文档必须完全公开。
Enterprise Information Management 企业信息管理	
SAP Data Services SAP Data Services [数据服务]	View and drill down on information, read-only access to the application. Delivers: data integration, data quality, data profiling, and text data processing It provides development user interfaces (Designer and Workbench), metadata repository, data connectivity layer, run-time environment, and management console). 查看信息并在其上向下钻取、只读访问应用程序。交付内容包括：数据集成、数据质量、数据剖析和文件处理数据。为开发用户提供界面（设计器和工作台）、元数据资源库、数据连接层、运行时环境和管理控制台。
SAP Information Steward SAP Information Steward [信息管家]	View and drill down on reports, read-only access to the application. 查看报表并在其上向下钻取、只读访问应用程序。
SAP Data Integrator SAP Data Integrator [数据集成器]	View and drill down on reports, read-only access to the application. Enterprise class extract, transform, load (ETL) solution. 查看报表并在其上向下钻取、只读访问应用程序。企业级数据提取、转换和加载（ETL）解决方案。
SAP PowerDesigner SAP PowerDesigner [数据建模工具]	Architecture and modelling tool. Captures information about current state of business/IT interaction. Enables modelling of future state. Communicates change impact to all stakeholders. 架构和建模工具。捕捉有关业务或 IT 交互当前状态的信息。能够对未来状态进行建模。向所有利益相关方传达变更影响。

EXHIBIT 2 - NAMED USER METRICS AND PACKAGE METRICS

附件 2 — 指定用户指标与包指标

1. SAP NAMED USER – CROSS LINE OF BUSINESS

SAP 指定用户 — 跨业务线

1.1. **SAP Standalone Business Analytics Professional User** is a Named User authorized to perform all roles supported by SBOP (excluding the right to make Modifications and/or Add-ons to SBOP) licensed for Standalone Use and also includes the rights granted under the SAP Application Standalone BI Limited User.

SAP Standalone Business Analytics Professional User 是经授权执行为独立使用而许可的 SBOP 所支持的全部角色（不包括对 SBOP 做出修改和/或开发扩展组件的权利）的指定用户，并包含了对 SAP Application Standalone BI Limited User 授予的权利。

1.2. **SAP Standalone BI Limited User** is a Named User who is solely authorized to Use one (1) of the following SBOP components, subject to each SBOP component being licensed for Standalone Use:

SAP Standalone BI Limited User 是经授权只能使用以下 SBOP 组件之一（1）的指定用户，且每一 SBOP 组件须获得独立使用许可：

a) Mobile Designer;
b) Crystal Reports Designer ;
c) WEB Intelligence Designer;
d) Explorer Designer;
e) Dashboard Designer;
f) SAP BusinessObjects Analysis software edition for OLAP; or
面向联机分析处理的 SAP Analysis；或
g) SAP BusinessObjects Analysis software edition for Microsoft Office.
SAP Analysis for Microsoft Office。

The SAP Standalone BI Limited User also includes the rights granted under the SAP Application Business Information Viewer User.

SAP Standalone BI Limited User 还包含了对 SAP Application Business Information Viewer User 授予的权利。

1.3. **SAP Application Business Information Viewer User** is a Named User authorized to Use (excluding the right to modify and/or customize) standard and interactive **reports** delivered with licensed SBOP, and reports created through Use of licensed SBOP by appropriately licensed Named Users, solely for such individual's own purposes and not for or on behalf of other individuals.

SAP Application Business Information Viewer User 是指经授权使用（但不包括修改和/或定制的权利）与已许可的 SBOP 一同交付的标准交互式**报表**，以及获得许可的相应指定用户通过使用已许可的 SBOP 生成的报表的指定用户，此类指定用户仅能够出于其自身目的使用这些报表，而不得为他人或代表他人使用这些报表。

1.4. **SAP Developer User** is a Named User authorized to access the development tools provided with the licensed Software for the purpose of making Modifications and/or Add-ons to the licensed Software. The SAP Developer User also includes the rights granted under the SAP Employee User.

SAP Developer User 是指经授权可出于对许可软件进行修改和/或开发扩展组件之目的访问随许可软件一同提供的开发工具的指定用户。 SAP Developer User 还包含对 SAP Employee User 授予的权利。

2. SAP NAMED USER – LINE OF BUSINESS

SAP 指定用户 — 业务线

2.1. **SAP Employee User** is a Named User authorized to perform the following roles supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals:

SAP Employee User 是指经授权执行许可软件（不包括 SBOP）支持的下列角色的指定用户，此类指定用户仅可出于自身目的执行这些角色，而不得为他人或代表他人执行这些角色：

a) Use (excluding the right to modify and/or customize) standard and interactive reports related to those SAP Employee User's tasks listed in this definition only, and delivered with the licensed Software ;
使用（不包括修改和/或定制的权利）仅与本定义中列出的 SAP Employee User 任务相关，并与许可软件一同交付的标准交互式报表；
b) travel planning / expense reporting self-services;
差旅计划/费用报表自助服务；
c) perform procurement self-services; and
执行采购自助服务；以及

d) room reservation self-services.

房间预定自助服务。

The SAP Employee User also includes the rights granted under the SAP Learning User and the SAP Employee Self-Service User.

SAP Employee User 还包含对 SAP Learning User 和 SAP Employee Self-Service User 授予的权利。

2.2. **SAP Employee Self-Service User** is a Named User authorized to perform the HR self-services role of:

SAP Employee Self-Service User 是指经授权执行以下人力资源自助服务角色的指定用户：

a) employee time and attendance entry;

员工时间与考勤；

b) employee appraisals;

员工评估；

c) talent and skill profiles; and

人才和技能档案；以及

d) profile match up supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals.

档案匹配，此类指定用户仅可出于其自身目的执行这些角色，而不得为他人或代表他人执行这些角色。

The SAP ESS User also includes the rights granted under the SAP Employee Self-Service Core User.

SAP ESS User 还包含对 SAP Employee Self-Service Core User 授予的权利。

2.3. **SAP Employee Self-Service Core User** is a Named User authorized to perform the following HR self-services roles supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals:

SAP Employee Self-Service Core User 是指经授权执行许可软件（不包括 SBOP）支持的下列人力资源自助服务角色的指定用户，此类指定用户仅可出于自身目的执行这些角色，而不得为他人或代表他人执行这些角色：

a) employee records maintenance;

员工记录维护；

b) employee directory;

员工通讯录；

c) benefits and payment;

薪酬福利服务；

d) leave management; and

请假管理；以及

e) E-Recruiting.

E-Recruiting [电子招聘]。

Further, an SAP Employee Self-Service (ESS) Core User is also authorized **to** access "Non-SAP Content" that resides on Licensee's "SAP Portal", so long as accessing such Non-SAP Content does not require or result in any Use of the licensed Software (beyond access to such Non-SAP Content as it resides on Licensee's SAP Portal). As used in this ESS Core User definition;

此外，SAP Employee Self-Service (ESS) Core User 还有权访问存储在被许可方的"SAP 门户"上的"非 SAP 内容"，但访问此类非 SAP 内容的前提是该访问行为无需使用许可软件，也不会导致对许可软件的使用（访问此类非 SAP 内容除外，因为这些内容存储在被许可方的 SAP 门户上）。在前述 ESS Core User 定义中：

i. "Non-SAP Content" means information created through no Use of the licensed Software; and

"非 SAP 内容"是指未使用许可软件而创建的信息，以及

ii. "SAP Portal" means any portal created by Licensee Using SAP Enterprise Portal Software (as provided with the licensed SAP NetWeaver Software) which provides appropriately licensed Named Users a common access point by which to Use licensed SAP Software.

"SAP 门户"是指被许可方使用 SAP Enterprise Portal [企业门户]软件（与所许可的 SAP NetWeaver 软件一同提供）创建的任何门户，此类门户相应地为许可指定用户提供了一个共同接入点，通过该接入点可以使用 SAP 许可软件。

2.4. **SAP Learning User** is a Named User solely authorized to access the specified learning solutions on SAP's price list, provided that those learning solutions are licensed.

SAP Learning User 是指经授权仅可访问 SAP 价目表中的指定学习解决方案的指定用户，前提是这些学习解决方案已授予许可。

2.5. **SAP NetWeaver Developer User** is a Named User who is authorized (only where the SAP NetWeaver Foundation for Third Party Applications Software is licensed) to access the development tools provided with such Software for the purpose of developing and modifying applications:

SAP NetWeaver Developer User 是指经授权（仅在 SAP NetWeaver Foundation for Third Party Applications [第三方应用程序的 NetWeaver 基础]软件已经许可的情况下）出于开发与修改以下应用程序的目的，访问与该软件一同提供的开发工具的指定用户：

a) that are not licensed from SAP SE, any SAP SE distributor(s), or any authorized resellers of SAP SE or its distributor(s); and

不是从 SAP SE、SAP SE 经销商或 SAP SE 的授权经销商或其分销商处获得许可的应用程序；以及

b) for which Licensee has first secured all appropriate rights from any applicable licensor(s).

被许可方已经首先从有关许可方处获得全部适当权利的应用程序。

The SAP NetWeaver Developer User also includes the rights granted under the SAP NetWeaver Administration User.

SAP NetWeaver Developer User 还包含对 SAP NetWeaver Administration User 所授予的权利。

2.6. **SAP NetWeaver Administration User** is a Named User who is authorized (only where the SAP NetWeaver Foundation for Third Party Applications Software is licensed) to access the development tools provided with such Software for the purpose of administering and managing applications:

SAP NetWeaver Administration User 是指经授权（仅在 SAP NetWeaver Foundation for Third Party Applications 软件已经许可的情况下）出于管理以下应用程序的目的，访问与该软件一同提供的开发工具的指定用户：

a) that are not licensed from SAP SE, any SAP SE distributor(s), or any authorized resellers of SAP SE or its distributo(s); and

不是从 SAP SE、SAP SE 经销商或 SAP SE 的授权经销商或其分销商处获得许可的应用程序；以及

b) for which Licensee has first secured all appropriate rights from any applicable licensor(s).

被许可方已经首先从有关许可方处获得全部适当权利的应用程序。

REMAINING METRICS

其余指标

REMAINING METRICS – A

其余指标 — A

None listed.

无

REMAINING METRICS – B

其余指标 — B

None listed.

无

REMAINING METRICS – C

其余指标 — C

3. CAL

并发访问许可

3.1. Concurrent access licenses are the aggregated numbers of users accessing the licensed Software at any one time. The number of users accessing the licensing Software may not exceed the number of Concurrent Access Licenses (CALs) the customer has obtained. CAL(s) are assigned to a particular Deployment, and may not be shared among different Deployments. When using Concurrent Access licenses, customer may not utilize a program or system to cache or queue report requests.

并发访问许可是指在任一时间访问许可软件的用户总数。访问许可软件的用户数不得超过该客户已获取的并发访问许可（CAL）的数量。CAL 是指定给某个特定部署的，不得在不同的部署之间共享。在使用并发访问许可时，客户不得利用程序或系统缓存报表请求或将报表请求排队。

4. CONCURRENT SESSIONS

并发会话

4.1. Concurrent sessions are the aggregated numbers of sessions accessing the licensed Software at any one time. A session refers to the time between logon and logoff or time out where a unique user, application or platform accesses the licensed Software either directly or indirectly via a custom application. The number of sessions accessing each Deployment must be limited by

corresponding license key mechanisms. The maximum number of sessions enabled on a Deployment by such limitations may not exceed the Licensed Level for the number of Concurrent Sessions assigned to that Deployment for such licensed Software product. The aggregate number of sessions enabled on all Deployments may not exceed the Licensed Level of Concurrent Sessions. Users in deployments with an unlimited number of sessions require a Named User License for the licensed Software product. There is no license limit on number of processors or servers used. Licensee may not utilize any program or system to cache or queue report requests. SAP BusinessObjects BI users accessing any Deployment using a Concurrent Session license may be entered into the SAP NetWeaver BW system for the purposes of maintaining security.

并发会话数是指在任一时间访问许可软件的会话总数。会话是指在登录后至注销前的时间或特定用户、应用程序或平台通过自定义应用程序直接或间接访问许可软件的时间。访问各项部署的会话数必须受限于相应的许可密钥机制。根据此类限制的规定，每项部署所启用的最大会话数不得超出为此类许可软件产品的该项部署所分配的并发会话数量的许可级别。在所有部署中启用的会话总数不得超出并发会话的许可级别。在没有会话数量限制的部署中，用户需要具备指定用户许可才能访问已获得许可的软件产品。所使用的处理器或服务器的许可数量不限。被许可方不得使用任何程序或系统来缓存或排列报表请求。为了安全起见，可以让使用并发会话许可访问任一部署的 SAP BusinessObjects BI 用户进入 SAP BW 系统。

5. CORES

内核

5.1. Cores are the number of cores in CPUs that are available for use by the licensed software. The number of Core licenses must be an integer. When counting physical Cores, each Core of a physical CPU that runs at least parts of the licensed software, including those that are temporarily assigned or scheduled to cover peak processing, is considered and counted.

内核是指许可软件可以使用的 CPU 中的内核数。内核许可数必须为整数。计算物理内核时，每个至少运行许可软件部分功能的物理 CPU 的内核均视为一个内核，其中包括那些临时分配或安排处理峰值流量的内核。

When counting virtual Core's, each virtual Core that runs at least parts of the licensed software, including those that are temporarily assigned or scheduled to cover peak processing, is counted.

计算虚拟内核时，每个至少运行许可软件部分功能的虚拟内核均视为一个内核，其中包括那些临时分配或安排处理峰值流量的内核。

If the licensed Software will run in a pure virtual environment, physical Cores will not be counted. For purposes of clarification, "Core" as defined in this metric definition is different from "core" as referenced in the metric definition for any Software licensed on a CPU basis (if any), and therefore is not applicable in that context.

如许可软件在纯虚拟环境中运行，则物理内核不计算在内。为阐述清楚，本指标定义中定义的"内核"不同于以 CPU 为基础（如有）许可的任何软件的指标定义中提及的"内核"，因此此处定义的"内核"不适用于该环境。

6. CPUS

6.1. CPUs are the central processing units ("CPU") that runs at least parts of the licensed Software.

CPU 是指至少运行部分许可软件的中央处理器（以下简称"CPU"）。

When the Software or Third Party Software is licensed on a CPU basis, any server or computer on which the Software or Third Party Software is installed may not exceed the aggregate number of CPU licensed. A multi-core chip CPU with N processor cores shall be counted as follows: the first processor core in each processor shall be counted as 1 CPU, and each incremental processor core in such processor shall be counted as 0.5 CPU, and then the total CPU count will be rounded to the next whole number (the "CPU Calculation"). See Example 1 below for an illustration of the application of this licensing requirement.

当软件或第三方软件以 CPU 作为许可基础时，安装软件或第三方软件的任何服务器或计算机不得超过已许可的 CPU 的累计数量。具有 N 个处理器内核的多核芯片 CPU 应按以下方式计数：每个处理器的第一个处理器内核应算为 1 个 CPU，此类处理器中每增加一个处理器内核，应算为 0.5 个 CPU，CPU 总数将四舍五入到下一位整数（"CPU 计算"）。该许可要求的应用程序示例见例 1。

Software based on a CPU license metric basis licensed by Licensee on or after July 1, 2009 (the "Qualified Software") will contain Virtualization Rights (defined below). Virtualization Rights are not applied to Software licensed prior to July 1, 2009 or upgrades and updates thereto subsequently made available to Licensee pursuant to Support Services. Licensee may not combine licenses having express Virtualization Rights with licenses not having express Virtualization Right in a single Deployment.

于 2009 年 7 月 1 日或该日以后向被许可方许可的基于 CPU 许可指标的软件（"合格软件"）将会包含虚拟化权利（定义如下）。虚拟化权利不适用于 2009 年 7 月 1 日前许可的软件或之后通过支持服务提供给被许可方的软件升级和更新。被许可方不可将具有明确虚拟化权利的许可与不具有明确虚拟化权利的许可合并在单个部署中。

In the event that Licensee employs industry standard tools and methodologies enabling Licensee to logically partition or pool its processing power, Licensee may install the Qualified Software on servers or computers consisting of a number of physical CPUs greater than the number of CPUs licensed hereunder provided that Licensee shall configure such servers or computers in a manner such that the total number of CPUs (or total number of virtual processor cores if virtualization software is implemented), or any portion thereof, made available to run the Qualified Software, or any portion thereof, does not exceed the number of CPUs licensed ("Virtualization Rights"). For the purposes hereof, a CPU (or virtual processor core) shall be deemed available to run the Qualified Software if such CPU (or virtual processor core) or any portion thereof is available to run the Qualified Software at any time for any purpose, including but not limited to permanent, temporary, scheduled, and on-demand availability. Under the Virtualization Rights, where virtualization software is implemented, only virtual processor cores made available to run the Qualified Software will be counted in accordance with the CPU Calculation. See Example 2 below for an illustration of the application of this licensing requirement.

如果被许可方利用行业标准工具和方法，以便被许可方能够对其处理能力从逻辑上分区或集合，则被许可方可在包含的物理 CPU 数量大于本协议下许可的 CPU 数量的服务器或计算机上安装合格软件，但是被许可方应对此类服务器或计算机进行配置，以使可在合格软件上运行的 CPU 总数（或如果执行虚拟化软件，则为虚拟处理器核的总数）或其任何部分不超过许可的 CPU 数量（“虚拟化权利”）为此，如果任何时候 CPU（或虚拟处理器核）或其任何部分可在合格软件上运行，无论出于什么目的，包括但不限于永久的、临时的、预定的和按需可用性，则此类 CPU（或虚拟处理器核）应视为可在合格软件上运行。在虚拟化权利下，如果执行虚拟化软件，根据 CPU 计算方法，只计算可运行合格软件的虚拟处理器核。该许可要求的应用程序示例见例 2。

Notwithstanding the foregoing, for Third Party Software licensed on a CPU basis, each processor core shall count as 1 CPU, and every CPU (whether used productively or non-productively) shall count against the CPU license level for such Third Party Software. Virtualization Rights do not apply to Third Party Software.

尽管有上述规定，对于基于 CPU 许可的第三方软件，每个处理器内核应计为 1 CPU，每一 CPU（无论生产或非生产使用）应计入此类第三方软件的 CPU 许可级别。虚拟化权利不适用于第三方软件。

EXAMPLE 1: One quad core processor will count as 2.5 CPUs (or 1 CPU for the first core, plus 0.5 multiplied by 3 for the subsequent 3 cores) rounding up to 3 CPUs. Therefore, Licensee will be required to license 3 CPUs if the Software is installed on a quad core server. Another example may involve a server with three quad core processors. As illustrated above, each quad core processor will represent 2.5 CPUs. Three quad core processors will total 7.5 CPUs (or 2.5 CPUs multiplied by 3) rounding up to 8 CPUs. Therefore, Licensee will be required to license 8 CPUs if the Software is installed on a server with 3 quad core processors.

例 1：一个四核处理器计为 2.5 个 CPU（或第一核为 1 个 CPU，加上其余三核为 0.5 乘以 3）四舍五入至 3 个 CPU。因此，如果软件安装在四核服务器上，被许可方需要许可 3 个 CPU。另一个实例可能涉及具有三个四核处理器的服务器。如上所述，每个四核处理器代表 2.5 个 CPU。三个四核处理器总共代表 7.5 个 CPU（或 2.5 个 CUP 乘以 3），四舍五入为 8 个 CPU。因此，如果软件安装在具有 3 个四核处理器的服务器上，被许可方需要许可 8 个 CPU。

EXAMPLE 2 (Virtualization Rights): A server has 16 physical dual core CPUs in a configuration where up to 4 virtual dual core processors are made available to run the Qualified Software. In this case, each virtual dual core processor will count as 1.5 CPUs (or 1 CPU for the first core, plus 0.5 for the second core). Four virtual dual core processors will total 6 CPUs (or 1.5 CPUs multiplied by 4). Therefore, Licensee will be required to license 6 CPUs under this virtualization configuration.

例 2（虚拟化权利）：在最多提供 4 个虚拟双核处理器以运行合格软件的配置中，服务器有 16 个物理双核 CPU。在此情况下，每个虚拟双核处理器将计为 1.5 个 CPU(或第一个核 1 个 CPU，第二个核 0.5 个 CPU）。四个虚拟双核处理器总共代表 6 个 CPU（或 1.5 个 CPU 乘以 4）。因此，被许可方需要根据本虚拟化配置许可 6 个 CPU。

REMAINING METRICS – D

其余指标 — D

7. DATABASE SIZES

数据库大小

7.1. Gigabyte database sizes are database sizes of the productive systems and are calculated individually for each system (i.e., each ERP, BI and CRM system).

十亿字节数据库大小是指生产系统的数据库大小，每个系统（即每个 ERP、BI 和 CRM 系统）使用的数据库均应分别计算。

7.2. 1.5 Terabyte accumulated database sizes are the database sizes of all productive SAP systems where the Licensee uses SAP Landscape Transformation.

1.5 万亿字节累计数据库大小是指被许可方在其中使用 SAP Landscape Transformation [架构转换]的全部 SAP 生产系统的数据库大小。

8. DEPLOYMENTS

部署

8.1. Deployments are single installations of the system repository component within the SAP BusinessObjects BI Platform Software (for which Licensee must obtain a license), or the Crystal Reports Runtime Engine Unlimited - OEM (for which Licensee must obtain a license). When the multi-tenancy feature of the BI Platform is enabled, each individual tenant is considered a separate deployment for licensing purposes.

部署是指在 SAP BusinessObjects BI 平台软件（被许可方须就该软件取得许可）或 SAP Crystal Reports 运行时引擎不受限 - OEM（被许可方须就该引擎取得许可）中，对系统资源库组件进行的单次安装。启用 BI 平台的多租户功能后，在授予许可时，每个租户均视为一项单独部署。

9. DEVICES

设备

9.1. Devices are all pieces of equipment or hardware for which a unique account is managed by the Software, including but not limited to: a gateway, terminal, point of sale terminal, notebook, handheld, tablet, PDA, smartphone, internet connected television, scale devices, devices installed in a vehicle (on-board units) or other networked devices.

设备是指由软件管理的唯一帐户的所有设备或硬件，包括但不限于：网关、终端、销售点终端、笔记本电脑、手持设备、平板电脑、PDA、智能手机、网络电视、扩展设备、车载设备（车载装置）或其他联网设备。

9.1.1. For SAP Customer Checkout: Devices are devices, or mobile devices for mobile point of sales applications or mobile devices for merchandise applications or scale devices for scale applications.

对于 SAP Customer Checkout [客户结账]，设备是指设备或移动销售点应用程序的移动设备或商品应用程序的移动设备或扩展应用程序的扩展设备。

10. DOCUMENTS

凭证

10.1. Documents are single instances of the output data files generated by the product annually.

凭证是指产品每年生成的输出数据文件的单个实例。

REMAINING METRICS – E

其余指标 — E

None listed.

无

REMAINING METRICS – F

其余指标 — F

None listed.

无

REMAINING METRICS – G

其余指标 — G

11. GIGABYTES

十亿字节

11.1. Gigabytes (GB) refer to the storage capacity equivalent to 10243 bytes.

十亿字节（GB）是指等同于 10243 个字节的存储容量。

REMAINING METRICS – H

其余指标 — H

None listed.

无

REMAINING METRICS – I

其余指标 — I

12. INSTANCES

实例

12.1. Instances are unique connections to a single specified application or technology type.

实例是指与单个指定的应用程序或技术类型的唯一连接。

REMAINING METRICS – J

其余指标 — J

None listed.

无

REMAINING METRICS – K

其余指标 — K

None listed.

无

REMAINING METRICS – L

其余指标 — L

None listed.

无

REMAINING METRICS – M

其余指标 — M

13. MC PORT

计算机连接器端口

13.1. Machine Connector Port means any connection created using SAP Plant Connectivity that enables an application to access data from an Industrial Machine. “Industrial Machine” means any machine, equipment, hardware or other devices which includes a sensor.

计算机连接器端口是指使用可支持应用程序通过工控计算机访问数据的 SAP Plant Connectivity [工厂连接性]创建的连接。“工控计算机”是指包含传感器的计算机、设备、硬件或其他设备。

14. MEMORY

内存

14.1. Gigabytes of memory are the total amount of memory that may be used by the Software, as measured in gigabytes.

十亿字节内存是指软件可能使用的内存总量，以十亿字节表示。

REMAINING METRICS – N

其余指标 — N

None listed.

无

REMAINING METRICS – O

其余指标 — O

None listed.

无

REMAINING METRICS – P

其余指标 — P

None listed.

无

REMAINING METRICS – Q

其余指标 — Q

None listed.

无

REMAINING METRICS – R

其余指标 — R

15. REVENUES

收入

15.1. Revenues are the annual incomes that a company receives from its normal business activities and other revenues from interests, dividends, royalties or other sources. Revenues exclude indirect taxes such as VAT, Excise Duty or any similar sales related taxes.

收入是指一家公司通过其日常营业活动获得的年度收入以及从利息、红利、特许权使用费或其他渠道获得的其他收入。收入应扣除间接税款，如增值税、消费税或与销售相关的类似税款。

15.1.1. For Insurance: Revenue are the same as 'Premiums',

对于保险行业："收入"同于"保费"。

15.1.2. For National Central Banks / federal Reserve Banks: Revenue are the same as 'Assets under Management',

对于国家中央银行/联邦储备银行，收入同于"管理资产"。

15.1.3. For Other Banks: Revenues are the sum of Licensee's gross interest income and noninterest income (i.e. provisions, service charges, trading income) as stated on Licensee's Income Statement.

对于其他银行，收入是指被许可方的损益表中所列的被许可方总利息收入和非利息收入（例如，准备金、服务费、贸易收入）的总额。

15.1.4. For Public Sector: Revenues are the same as 'Total Annual Budgets'.

对于公共部门：收入同于"年度总预算"。

REMAINING METRICS – S

其余指标 — S

16. SERVER

服务器

16.1. Servers are physical computers, cases, boxes or blades that house the CPUs running the software product. Multiple virtual machines on the same physical box are allowed and do not require additional licenses.

服务器是指含有运行软件产品的 CPU 的物理计算机、机箱或刀片。同一物理机箱中可以运行多个虚拟机，且无需额外许可。

REMAINING METRICS – T

其余指标 — T

None listed.

无

REMAINING METRICS – U

其余指标 — U

17. USERS

用户

17.1. Users are individuals who Use the Software. A "User" included in the Metric count cannot be assigned to more than 1 individual. However, a User assignment may be transferred from 1 individual to another, but only if the individual to which the User was assigned is:

用户是指使用软件的个人。不得将指标计数中包含的"用户"许可分配给多个用户。 但是，可以将分配的用户从一人转移给另一人，该转移行为仅在接受该用户的个人发生以下情况时方为有效：

a) is on vacation;

正在休假；

b) is absent due to sickness;

因病缺勤；

c) has their employment terminated;

已解除其雇佣关系；

d) is moved into a new job function which no longer requires them to Use the applicable Package(s); or

调任至新岗位，无需再使用相应包；或

e) is subject to a condition that is otherwise agreed by SAP.

符合 SAP 约定的其他情况。

17.1.2. For SAP Business Intelligence (BI): There is no license limit on number of processors or servers used. Users are identified at logon and do not consume a Concurrent Session license. Concurrent Session licenses and Users can be purchased in combination for a Deployment. Licensee may not utilize any program or system to cache or queue report requests.This metric does not replace the overall SAP Named User licensing requirement.

对于 SAP Business Intelligence (BI)：所使用的处理器或服务器的许可数量不限。用户在登录时识别且不消耗并发会话许可。并发会话许可和用户可与部署合并购买。被许可方不得使用任何程序或系统来缓存或排列报表请求。此指标的实施并不取代整体的 SAP 指定用户许可需求。

17.2. Active users are the number of individuals that access the Cloud Service at any time during in a calendar month.

活动用户数是指在一个日历月中的任何时间访问云服务的个人数量。

17.3. Application Users are licensed SAP Mobile Platform Users accessing a single Application, where “Application” is a set of related functionality developed by an SAP Mobile Platform Developer User using SAP Mobile Platform.

Application User 是指经许可访问单一应用程序的 SAP Mobile Platform User，其中“应用程序”是指 SAP Mobile Platform Developer User 使用 SAP Mobile Platform [移动平台]开发的一系列相关功能。

17.4. Monitored Users are employees, contract workers or other individuals whose creadentials, permissions, privileges and/or other user information will be monitored, protected or evaluated by the Software, or are authorized to use the reporting console.

受监控的用户是指其凭据、许可、权限和/或其他用户信息受软件监控、保护或评估，或经授权可以使用报告控制台的员工、合同工或其他个人。

REMAINING METRICS – V

其余指标 — V

18. VALUES
价值

18.1. SAP Application Value (SAV) is the sum of list prices for Named Users, External Community Members, Software Engines and Supplementary Products, excluding those items identified in the list of prices and conditions that do not contribute to the SAP Application Value.
SAP 应用程序价值（SAV）是指指定用户、外部社区成员、软件引擎和补充产品的列表价的总和，价目表和条款中所列的对 SAP 应用程序价值无任何贡献的项目除外。

18.2. HANA SAP Application Value (HSAV) is the sum of prices for licensed Software, excluding those items identified in the list of prices and conditions that do not contribute to the HANA SAP Application Value.
HANA SAP 应用程序价值（SAV）是指许可软件的价格总和，价目表和条款中所列的对 HANA SAP 应用程序价值无任何贡献的项目除外。

REMAINING METRICS – W

其余指标 — W

None listed

无

REMAINING METRICS – X

其余指标 — X

None listed.

无

REMAINING METRICS – Y

其余指标 — Y

None listed.

无

REMAINING METRICS – Z

其余指标 — Z

None listed.

无

EXHIBIT 3 – PACKAGE RESTRICTIONS

附件 3 — 包限制

1. LINE OF BUSINESS SOLUTIONS

业务线解决方案

1.1. **SAP Enable Now**: PDF, Microsoft Word, Microsoft PowerPoint documents or .MP4 videos created with and exported from the Software can be utilized provided such utilization doesn't use the Software in any way.

SAP Enable Now [立即支持]：可以使用利用软件创建的和从软件中导出的 PDF、Microsoft Word、Microsoft PowerPoint 文档或.MP4 视频，但前提是此类使用不得以任何方式使用软件。

2. SAP BUSINESS OBJECTS

SAP BUSINESSOBJECTS [商务智能套件]

2.1. Licensee may Use the SAP BusinessObjects Software on an unlimited number Non-Productive Installations, provided the number of Users or Concurrent Sessions on any individual Non-Productive Installation does not exceed the total number of licensed Users or Concurrent Sessions. Non-Productive Installation means installations such as development, test, and disaster recovery which are not used in a productive manner.

被许可方可以不受限制地将 SAP BusinessObjects 软件用于非生产性安装，前提是单个非生产性安装的用户数量或并发会话的数量不超过许可用户或许可并行会话的总数量。 非生产性安装是指不用于生产的开发、测试和灾难恢复等安装活动。

3. SAP BUSINESSOBJECTS BUSINESS INTELLIGENCE SOLUTIONS

SAP BUSINESSOBJECTS BUSINESS INTELLIGENCE 解决方案

3.1. **SAP BusinessObjects Business Intelligence**

3.1.1. SAP BusinessObjects Enterprise (user) and SAP BusinessObjects Enterprise (CS) include 1 Concurrent Session license of SAP PowerDesigner EnterpriseArchitect and the following Runtime Software:

SAP BusinessObjects Enterprise（用户）和 SAP BusinessObjects Enterprise（并发会话）包含一（1）个 SAP PowerDesigner（面向数据架构师的企业版）并发会话许可和以下运行时软件：

a) SAP BusinessObjects BI SDK - the use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of connecting data accessed via SAP BusinessObjects semantic layers or documents with third party products is prohibited without the written consent of SAP. The use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of converting SAP BusinessObjects content or metadata to third party products is not allowed.

SAP BusinessObjects BI SDK：未经 SAP 书面同意，不得为了连接通过 SAP BusinessObjects 语义层或文档以及第三方产品访问的数据而在任何商业软件产品中使用任何 SAP BusinessObjects BI SDK。不得为了将 SAP BusinessObjects 内容或元数据转换为第三方产品而在任何商业软件产品中使用任何 SAP BusinessObjects BI SDK。

b) SAP IQ which can be deployed on multiple instances, so long as total number of cores deployed across all instances does not exceed 8 cores.

SAP IQ [数据库]，可部署于多个实例上，但前提是所有实例上部署的内核总数不超过八（8）个；

c) Data Integrator (DI) which may be deployed on multiple instances, so long as total number of cores deployed across all instances does not exceed 8 Cores, and the DI instances are not clustered. Use of the Data Integrator runtime (i) does not include Text Data Processing and (ii) may only load data into 1 target datastore.

SAP Data Integrator，可部署于多个实例上，但前提是所有实例上部署的内核总数不超过八（8）个，并且 DI 实例不能形成集群；SAP Data Integrator 运行时软件的使用 (i) 不包括文本数据处理，并且 (ii) 仅可将数据加载至一个目标数据存储。

3.1.2. SAP BusinessObjects Web Intelligence (user) and SAP BusinessObjects Web Intelligence (CS) include a runtime license to use the SAP BusinessObjects BI SDK. The use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of connecting data accessed via SAP BusinessObjects semantic layers or documents with third party products is prohibited without the written consent of SAP. The use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of converting SAP BusinessObjects content or metadata to third party products is not allowed.

SAP BusinessObjects Web Intelligence（用户）和 SAP BusinessObjects Web Intelligence（并发会话）包含使用 SAP BusinessObjects BI 软件开发工具包[商务智能软件开发工具包]的运行时许可。未经 SAP 书面同意，不得为了连接通过 SAP BusinessObjects 语义层或文档以及第三方产品访问的数据而在任何商业软件产品中使用任何 SAP BusinessObjects BI SDK。不得为了将 SAP BusinessObjects 内容或元数据转换为第三方产品而在任何商业软件产品中使用任何 SAP BusinessObjects BI SDK。

3.1.3. SAP BusinessObjects Business Intelligence, standard user and SAP BusinessObjects Business Intelligence, concurrent sessions include the following Runtime Software:

SAP BusinessObjects Business Intelligence 标准用户和 SAP BusinessObjects Business Intelligence 并发会话包括以下运行时软件：

a) SAP BusinessObjects BI SDK - the use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of connecting data accessed via SAP BusinessObjects semantic layers or documents with third party products is prohibited without the written consent of SAP. The use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of converting SAP BusinessObjects content or metadata to third party products is not allowed.

SAP BusinessObjects BI SDK：未经 SAP 书面同意，不得为了连接通过 SAP BusinessObjects 语义层或文档以及第三方产品访问的数据而在任何商业软件产品中使用任何 SAP BusinessObjects BI SDK。不得为了将 SAP BusinessObjects 内容或元数据转换为第三方产品而在任何商业软件产品中使用任何 SAP BusinessObjects BI SDK。

3.1.4.

3.1.5. For a single Deployment of SAP BusinessObjects BI platform only 1 edition can be used; either theSAP BusinessObjects Enterprise, or SAP BusinessObjects Web Intelligence, or SAP BusinessObjects Business Intelligence model.

对于 SAP BusinessObjects BI 平台的单独部署，只能使用一个版本：SAP BusinessObjects Enterprise、SAP BusinessObjects Web Intelligence 或 SAP BusinessObjects Business Intelligence 模式。

3.1.6. Limitations for SAP BusinessObjects Enterprise (user) and SAP BusinessObjects Web Intelligence (user) and SAP BusinessObjects Business Intelligence, standard user: 1 User can create a maximum of 10 simultaneous sessions.

SAP BusinessObjects Enterprise（用户）、SAP BusinessObjects Web Intelligence（用户）和 SAP BusinessObjects Business Intelligence 标准用户的限制：一（1）个用户最多可以创建十（10）个同步会话。

3.1.7. Limitations for SAP BusinessObjects Enterprise (CS): The following Use rights are not available with the Concurrent Session license.

SAP BusinessObjects Enterprise (CS) 的限制：以下使用权利无法通过“并发会话”许可获得。

a) Use of Business View Manager, Report Conversion Tool, Universe Design Tool, Web Service Query Tool, Information Design Tool, Translation Management Tool, Data Federation Administration Tool, Central Management Console, and/or Central Configuration Manager;

Business View Manager、Report Conversion Tool、Universe Design Tool、Web Service Query Tool、Information Design Tool、Translation Management Tool、Data Federation Administration Tool、Central Management Console 和/或 Central Configuration Manager 的使用；

b) Use of the Crystal Reports desktop client, and/or Crystal Reports for Enterprise desktop client;

SAP Crystal Reports 桌面客户端和/或 Crystal Reports（企业版）桌面客户端的使用；

c) Use of the Web Intelligence Rich Client;

Web Intelligence 胖客户端的使用；

d) Use of the SAP Lumira desktop client; and

SAP Lumira 桌面客户端的使用；以及

e) Use of Analysis edition for Microsoft Office with the SAP NetWeaver platform.

SAP Analysis for Microsoft Office 结合 SAP NetWeaver 平台的使用

3.1.8. Limitations for SAP BusinessObjects Web Intelligence (CS): The following Use rights are not available with the Concurrent Session license.

SAP BusinessObjects Web Intelligence (CS) 的限制：以下使用权利无法通过“并发会话”许可获得。

a) Use of Business View Manager, Report Conversion Tool, Universe Design Tool, Web Service Query Tool, Information Design Tool, Translation Management Tool, Data Federation Administration Tool, Central Management Console, and/or Central Configuration Manager

Business View Manager、Report Conversion Tool、Universe Design Tool、Web Service Query Tool、Information Design Tool、Translation Management Tool、Data Federation Administration Tool、Central Management Console 和/或 Central Configuration Manager 的使用

b) Use of the Web Intelligence Rich Client

Web Intelligence 胖客户端的使用

3.1.9. Limitations for SAP BusinessObjects Business Intelligence, concurrent sessions: The following rights are not available with the Concurrent Session license:

SAP BusinessObjects Business Intelligence（并发会话）的限制：以下权利无法通过“并发会话”许可获得。

a) Use of Business View Manager, Report Conversion Tool, Universe Design Tool, Web Service Query Tool, Information Design Tool, Translation Management Tool, Data Federation Administration Tool, Central Management Console, and/or Central Configuration Manager;

Business View Manager、Report Conversion Tool、Universe Design Tool、Web Service Query Tool、Information Design Tool、Translation Management Tool、Data Federation Administration Tool、Central Management Console 和/或 Central Configuration Manager 的使用；

b) Use of the Crystal Reports desktop client, and/or Crystal Reports for Enterprise desktop client;

SAP Crystal Reports 桌面客户端和/或 Crystal Reports（企业版）桌面客户端的使用；

c) Use of the Web Intelligence Rich Client; and

Web Intelligence 胖客户端的使用；以及

d) Use of Analysis edition for Microsoft Office with the SAP NetWeaver platform.

SAP Analysis for Microsoft Office 结合 SAP NetWeaver 平台的使用

3.1.10. Oracle OLAP Data Provider for SAP BusinessObjects BI (OODP): Licensee's license rights for SAP BusinessObjects Enterprise and SAP BusinessObjects Business Intelligence include a runtime license for the OODP. Licensee's Use of the OODP Runtime Software is limited solely to connecting SAP BusinessObjects BI software both directly and indirectly to Oracle OLAP Data. It cannot be used to provide data to non-SAP products or those outside the BI and Predictive Analytics Suite.

SAP BusinessObjects BI 的 Oracle OLAP Data Provider (OODP)：被许可方对 SAP BusinessObjects Enterprise 和 SAP BusinessObjects Business Intelligence 的许可权利包括 OODP 运行时许可。被许可方对 OODP 运行时软件的使用仅限于直接和间接地将 SAP BusinessObjects BI 软件连接至 Oracle OLAP 数据。不得将其用于向非 SAP 产品或 BI 及 SAP Predictive Analytics [预测性分析]套件之外的产品提供数据。

3.1.11. SQL Anywhere: Licensee's license rights for SAP BusinessObjects Enterprise and SAP BusinessObjects Business Intellgience include a runtime license for the SQL Anywhere database.

SAP SQL Anywhere [数据库]：被许可方对 SAP BusinessObjects Enterprise 和 SAP BusinessObjects Business Intelligence 的许可权利包括 SAP SQL Anywhere 数据库运行时许可。

4. SAP ENTERPRISE INFORMATION MANAGEMENT SOLUTIONS

SAP ENTERPRISE INFORMATION MANAGEMENT [企业信息管理]解决方案

4.1. **SAP Enterprise Information Management (EIM) Packages**: The total number of Cores licensed represents the maximum total cumulative Cores on which all of the Software included in the EIM packages may be installed and Used. Directories are not included and must be licensed separately.

SAP Enterprise Information Management（EIM）包：所许可的内核总数代表了 EIM 包中可能安装并使用的全部软件的内核累计总数的最大值。目录不包括在内，且须就此另行取得许可。

4.2. **SAP Data Services**: includes a restricted runtime license for 4 Core licenses of SAP Information Steward as Runtime Software. Use of such SAP Information Steward Runtime Software is limited to Cleansing Package Builder and the Basic and Advanced Profiling capabilities. These profiling capabilities do not include the ability to write data quality rules and create scorecards in SAP Information Steward, Edge edition.

SAP Data Services：包括作为运行时软件的 SAP Information Steward 的四（4）个内核许可的受限运行时许可。此类 SAP Information Steward 运行时软件的使用仅限于清洗包构建器及基本和高级剖析功能。这些剖析功能不包括在 SAP Information Steward（Edge 版）[信息管家 Edge 版]中编写数据质量规则和创建记分卡的能力。

4.3. **SAP Data Services, enterprise edition**: SAP PowerDesigner EnterpriseArchitect does not count against total Cores. SAP Data Services, enterprise edition includes 10 Concurrent Sessions of SAP PowerDesigner EnterpriseArchitect.

SAP Data Services（企业版）[数据服务企业版]：SAP PowerDesigner（面向数据架构师的企业版）[数据建模工具面向数据架构师的企业版]不计入内核总数。SAP Data Services（企业版）包括 SAP PowerDesigner（面向数据架构师的企业版）的十（10）个并发会话。

5. SAP GOVERNANCE, RISK AND COMPLIANCE SOLUTIONS

SAP 治理、风险与合规性解决方案

5.1. **SAP Tax Compliance**

SAP Tax Compliance [税收合规性]

5.1.1. SAP Tax Compliance includes the following Runtime Software:

SAP Tax Compliance 包含以下运行时软件：

- SAP Lumira Discovery
  SAP Lumira（发现版）
- SAP BusinessObjects Enterprise limited to 5 Users per block of Licensed Metric for the Software
  SAP BusinessObjects Enterprise 软件的每个许可指标仅限五个用户
- Read-only access to Automated Predictive Libraries (APL) and Predictive Analytics Integrator (PAI)
  只读访问自动预测库（APL）以及 SAP Predictive Analytics Integrator (PAI)

5.2. **SAP Business Integrity Screening**

SAP Business Integrity Screening [商务合规审查]

5.2.1. SAP Business Integrity Screening includes the following Runtime Software:

SAP Business Integrity Screening 包括以下运行时软件：

- SAP Lumira Discovery; and
  SAP Lumira（发现版）；以及
- read-only access to Automated Predictive Libraries (APL) and Predictive Analytics Integrator (PAI).
  只读访问自动预测库（APL）以及 SAP Predictive Analytics Integrator (PAI)

When the Software is used with Limited HANA Runtime, HANA Studio and Web IDE may be used for application specific data modeling, including, but not limited to, table creation and extensions.
该软件与 HANA 运行限定版一同使用时，SAP HANA 工作室和 SAP Web IDE [Web 集成开发环境]可用于应用程序特定的数据建模，包括但不限于表的创建和扩展。

5.3. **SAP Enterprise Threat Detection – OEM**

SAP Enterprise Threat Detection [企业威胁检测] — OEM

5.3.1. SAP Enterprise Threat Detection – OEM includes the usage of SAP Web Dispatcher for the Load Balancing of HTTP messages to parallel installed log pre-processors of SAP Enterprise Threat Detection. SAP Enterprise Threat Detection can be used with SAP HANA Platform Edition, either with a full HANA DB license, or with a HANA Runtime license, and such Use is subject to the applicable Licensed Level. In both cases, HANA Studio and Web IDE may be used to administer users on the HANA Platform, and to monitor the health of the HANA Database. A license to SAP Smart Business Service Discovery component may also be used to connect to the SAP Enterprise Threat Detection HANA DB and leverage SAP Enterprise Threat Detection OData Services for additional data exploration.

SAP Enterprise Threat Detection - OEM 包含利用 SAP Web Dispatcher [Web 请求分配器]将 HTTP 消息负载均衡分布到 SAP Enterprise Threat Detection 并行安装的日志预处理程序的权利。SAP Enterprise Threat Detection 可以与具有完全 HANA DB 许可或 HANA 运行时许可的 SAP HANA（平台版）[内存计算平台平台版]一起使用，此类使用需遵守适用的许可级别。两种情况下都可以使用 SAP HANA 工作室和 SAP Web IDE 管理 SAP HANA（平台版）上的用户，或监控 SAP HANA 数据库的健康状况。SAP Smart Business，服务发现[智能业务服务发现]组件的许可也可用于连接到 SAP Enterprise Threat DetectionHANA 数据库和利用 SAP Enterprise Threat Detection 开放数据协议服务执行其他数据挖掘。

6. SAP BUSINESSOBJECTS SOLUTIONS FOR SME

面向中小型企业的 SAP BUSINESSOBJECTS 解决方案

6.1. **SAP Data Services, Edge edition and Data Integrator, Edge edition (Edge EIM Solutions)**: The total number of Cores licensed represents the maximum total cumulative Cores on which all of the Software included in SAP Data Services, Edge edition may be installed and Used. Directories are not included in any of the Edge EIM Solutions and must be licensed separately. Each deployment of any of the Edge EIM Solutions is limited to a single server, with a minimum of 4 Cores and a maximum of 8 Cores.
SAP Data Services（Edge 版）[数据服务 Edge 版]和 SAP Data Integrator（Edge 版）（Edge EIM 解决方案）：所许可的内核总数表示 SAP Data Services（Edge 版）中可能安装并使用的全部软件的内核累计总数的最大值。Edge EIM 解决方案中不包括目录，此类目录须另行取得许可。Edge EIM 解决方案的每项部署限于最少带有四（4）个、最多带有八（8）个内核的单个服务器。

6.2. **SAP BusinessObjects BI, Edge edition (BI Edge)**:
SAP BusinessObjects BI（Edge 版）[商务智能 Edge 版]（BI Edge）：

6.2.1. Each deployment of SAP BusinessObjects BI, Edge edition (BI Edge) has maximum limits of 100 named users and 50 Concurrent Sessions on a single server. SAP BusinessObjects BI, Edge edition can be installed on a separate server solely for the purpose of using with SAP Lumira Server. The license includes the following Runtime Software:
SAP BusinessObjects BI（Edge 版）（以下简称“BI Edge”）的每次部署最多支持单个服务器上运行一百（100）个指定用户和五十（50）个并发会话。SAP BusinessObjects BI（Edge 版）可安装在单独的服务器上，但仅限于与 SAP Lumira（服务器版）一起使用。该许可包括以下运行时软件：

a) SAP IQ and
   SAP IQ 和
b) Data Integrator,
   SAP Data Integrator

both of which may be deployed on the same server as the BI Edge platform, or on a separate server up to a maximum of 8 cores in the case of SAP IQ or a maximum of 8 cores in the case of Data Integrator. The license also includes 1 Concurrent Session license of SAP PowerDesigner DataArchitect, Edge edition.
这两款运行时软件可以部署在 BI Edge 平台所在的同一个服务器上，或者部署在最多具备八（8）个内核（对于 SAP IQ）或最多具备八（8）个内核（对于 SAP Data Integrator）的单独服务器上。该许可还包括 一（1）个 SAP PowerDesigner DataArchitect（Edge 版）[数据建模工具数据架构师 Edge 版]并发会话许可。

6.2.2. Use of the Data Integrator runtime may only load data into 1 target datastore.
SAP Data Integrator 运行时软件的使用仅可将数据加载至一个目标数据存储。

6.2.3. Use of SAP IQ Runtime Software is limited to access by and through the BI Edge platform . The only allowed exception is data in SAP IQ Runtime Software may be accessed by SAP Analytics Cloud.
SAP IQ 运行时软件的使用仅限于通过 SAP BusinessObjects BI（Edge 版）平台进行访问。唯一的例外情况是，SAP Analytics Cloud [分析云]可以访问 SAP IQ 运行时软件中的数据。

6.2.4. Certain functions of BI Edge are only supported with a User license metric, not with a Concurrent Session license (refer to “Concurrent Session Limitations” in Section 3.1.7). The use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of connecting data accessed via SAP BusinessObjects semantic layers or documents with third party

products is prohibited without the written consent of SAP. The use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of converting SAP BusinessObjects content or metadata to third party products is not allowed. SAP BusinessObjects BI（Edge 版）的某些功能只能获得用户许可指标，不能获得“并发会话”许可（参见第 3.1.7 节“并发会话限制”）。未经 SAP 书面同意，不得为了连接通过 SAP BusinessObjects 语义层或文档以及第三方产品访问的数据而在任何商业软件产品中使用任何 SAP BusinessObjects BI SDK。不得为了将 SAP BusinessObjects 内容或元数据转换为第三方产品而在任何商业软件产品中使用任何 SAP BusinessObjects BI SDK。

6.3. **SAP BusinessObjects Business Intelligence, Edge edition**:
SAP BusinessObjects Business Intelligence（Edge 版）：

6.3.1. Each deployment of SAP BusinessObjects Business Intelligence, Edge edition has maximum limits of 100 named users and 50 Concurrent Sessions on a single server.

SAP BusinessObjects Business Intelligence（Edge 版）的每次部署最多支持单个服务器上运行一百（100）个指定用户和五十（50）个并发会话。

6.3.2. Certain functions of **SAP BusinessObjects Business Intelligence, Edge edition** are only supported with a User license metric, not with a Concurrent Session license (refer to “Concurrent Session Limitations” in Section 10.1.8). The use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of connecting data accessed via SAP BusinessObjects semantic layers or documents with third party products is prohibited without the written consent of SAP. The use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of converting SAP BusinessObjects content or metadata to third party products is not allowed.

SAP BusinessObjects Business Intelligence（Edge 版）的某些功能只能获得用户许可指标，不能获得“并发会话”许可（参见第 10.1.8 节“并发会话限制”）。未经 SAP 书面同意，不得为了连接通过 SAP BusinessObjects 语义层或文档以及第三方产品访问的数据而在任何商业软件产品中使用任何 SAP BusinessObjects BI SDK。不得为了将 SAP BusinessObjects 内容或元数据转换为第三方产品而在任何商业软件产品中使用任何 SAP BusinessObjects BI SDK。

7. SAP CRYSTAL

7.1. Use Rights for All SAP Crystal Products

所有 SAP Crystal 产品的使用权利

7.1.1. **Definitions**:

定义：

7.1.1.1. “**SAP Crystal software**” is defined to be the following products: SAP Crystal Reports, SAP Crystal Server, SAP Crystal Reports Server and SAP Crystal Dashboard Design.

“**SAP Crystal 软件**”定义为以下产品：SAP Crystal Reports，SAP Crystal Server [报表服务器]，SAP Crystal Reports Server 和 SAP Crystal Dashboard Design [报表设计仪表盘]。

7.1.1.2. “**Desktop SAP Crystal software**” is defined to be all SAP Crystal products except for SAP Crystal Server and SAP Crystal Reports Server.

“**SAP Crystal 桌面软件**”是指除 SAP Crystal Server 和 SAP Crystal Reports Server 以外的所有 SAP Crystal 产品。

7.1.1.3. “**Connected Presentation**” means any SWF file created with SAP Crystal Dashboard Design that refresh, publish, push or otherwise change data contained in such SWF file (or SWF file exported to other supported file formats (e.g., PDF, AIR, PPT)),

“**连接演示文稿**”是指以 SAP Crystal Dashboard Design 创建的任何 SWF 文件，SAP Crystal Dashboard Design 会刷新、发布、推送或更改此类 SWF 文件（或由 SWF 文件导出的其他支持的文件格式（如 PDF、AIR、PPT））中包含的数据。

7.1.2. **SAP Crystal Software Usage**: Licensee may use SAP Crystal software to deliver training and consulting services for such SAP Crystal software, provided that each individual receiving the benefits of the training or consulting services has acquired a license separately to Use the applicable SAP Crystal Software.

SAP Crystal 软件的使用：被许可方可以利用 SAP Crystal 软件，提供针对此类 SAP Crystal 软件的培训与咨询服务，但前提是受益于此类培训或咨询服务的个人均已分别就相应 SAP Crystal 软件取得了使用许可。

7.1.3. **Desktop SAP Crystal Software Usage**: With the exception of Connected Presentations, and subject to Section 2.2.8, Licensee may distribute the output files (e.g. PDF, SWF, XLF, WID or RPT file format) generated by the Desktop SAP Crystal software to third parties provided that Licensee complies with the following requirements:

SAP Crystal 桌面软件的使用：对于连接演示文稿的例外情形，在遵守第 2.2.8 节规定的前提下，被许可方在达到以下要求的情况下可以将 SAP Crystal 桌面软件所创建的输出文件（如 PDF、SWF、XLF、WID 或 RPT 文件格式）分发给第三方：

a) the output files reside outside of the Software and do not Use the Software;
位于软件外部且不使用软件的输出文件；

b) Licensee remains solely responsible for support, technical or other assistance, required or requested by anyone receiving such output files;
被许可方全权负责为接收此类输出文件的任何人提供所需的支持、技术性协助或其他协助；

c) Licensee does not use the name, logo, or trademark of Licensor, or the Software, without prior written permission from SAP;

未经 SAP 事先书面同意，被许可方不得使用许可方或软件的名称、徽标或商标；

d) Licensee will defend, indemnify and hold SAP harmless against any claims or liabilities arising out of the use, reproduction or distribution of output files;

对于被许可方因使用、复制或分发输出文件而产生的任何权利主张或责任，被许可方均应为SAP提供辩护、赔偿并使SAP免受任何损失；

e) Licensee shall secure the end user's ("End User") consent to terms substantially similar to the terms set forth in Section 2.2.7.

被许可方需要保证最终用户（"最终用户"）同意与第 2.2.7 节的规定实质上相似的条款。

7.1.4. **Training Workstation License for Desktop SAP Crystal software**: When Desktop SAP Crystal software is used on a workstation that is used exclusively for training, the license applies to the workstation and not the named user using the Software. 1 license is required per training workstation.

SAP Crystal 桌面软件的培训工作站许可：当出于培训的唯一目的在工作站上使用 SAP Crystal 桌面软件时，许可适用于该工作站而不适用于使用软件的指定用户。每一培训工作站需要一份许可。

7.1.5. **Use of Screenshots and wordmarks for SAP Crystal software**: Licensee may reproduce and distribute screen shots and wordmarks for SAP Crystal software in documents or media provided that:

SAP Crystal 软件的屏幕截图与字符号的使用：被许可方可以复制和分发文档或介质中的 SAP Crystal 软件屏幕截图与字符号，但前提是：

a) The document or media isn't for commercial training material or third party training material and/or for-profit training material.

该文档或介质并非商业培训材料或第三方培训材料和/或用于赢利的培训材料。

b) Licensee's Use may not be obscene or pornographic, and Licensee may not be disparaging, defamatory, or libelous to SAP, any of its software, or any other person or entity.

被许可方的使用不得涉及猥亵或色情用途，并且被许可方不得贬低、诋毁或诽谤 SAP 及其任何软件或者任何其他个人或实体。

c) Licensee's Use may not directly or indirectly imply SAP sponsorship, affiliation, or endorsement of Licensee's product or service.

被许可方的使用不得直接或间接暗示 SAP 赞助、加盟或支持被许可方的产品或服务。

d) Licensee may not Use the screen shot in a comparative advertisement

被许可方不得在比较式广告中使用屏幕截图

e) Licensee may not alter the screen shot in any way except to resize or crop the screen shot.

被许可方不得以任何形式更改屏幕截图，重新调整屏幕截图大小或裁剪屏幕截图除外。

f) Licensee may not include portions of a screen shot in other product user interface.

被许可方不得在其他产品用户界面中包含屏幕截图的任何部分。

g) Licensee may not Use screen shots that contain third-party content unless Licensee has obtained the express permission from the third-party.

除非被许可方已获得了第三方的明示许可，被许可方不得使用包含第三方内容的屏幕截图。

h) Licensee must include the following copyright attribution statement: "SAP product screen shot(s) reprinted with permission from SAP."

被许可方必须包括以下版权归属声明："SAP 产品屏幕截图的重印经过 SAP 的许可。"

i) If Licensee's Use includes references to a SAP Software, Licensee must use the full name of the Software.

被许可方的使用中包括对 SAP 软件的引用的，被许可方必须使用软件的全称。

j) Licensee may not use a screen shot that contains an image of an identifiable individual unless Licensee has obtained permission from the individual.

除非被许可方已经获得本人许可，否则被许可方使用的屏幕截图不得包含可辨认个人的图像。

7.2. **SAP Crystal Reports runtime product**

SAP Crystal Reports 运行时产品

7.2.1. **Scope**: This section applies to the runtime product included in SAP Crystal Reports 2008, Crystal Reports XI, SAP Crystal Reports for Visual Studio 2010, Crystal Reports Runtime Engine Unlimited and SAP Crystal Reports for Eclipse.

范围：本条款适用于包含于 SAP Crystal Reports 2008、Crystal Reports XI、SAP Crystal Reports（Visual Studio 2010 版）、SAP Crystal Reports 运行时引擎不受限以及 SAP Crystal Reports（Eclipse 版）[水晶报表 Eclipse 版]中的运行时产品。

7.2.2. **Definitions**:

定义：

7.2.2.1. "**Client Application**" means an application developed by Licensee that a) utilizes the Runtime Product, b) is installed fully on an end user's machine, with all report processing local to that machine, and c) adds significant and primary functionality to the Runtime Product.

"客户端应用程序"是指由被许可方开发的具有如下特性的应用程序：a) 使用运行时产品，b) 完全安装在某个最终用户的计算机上并且所有的报表处理都在该计算机上本地进行，而且 c) 为运行时产品添加了重要和主要的功能。

7.2.2.2. "**Internal Installation**" or "**Internally Install**" means installing into production Client Applications and/or Server Applications on 1 or more computers within Licensee's company or organization only in connection with Licensee's internal business purposes.

"内部安装"是指安装到被许可方公司或组织内的一台或多台计算机上的生产用客户端应用程序和/或服务器应用程序，并且仅供被许可方内部业务之用。

7.2.2.3. "**Distribution**" or "**Distribute**" means selling, leasing, licensing or redistributing Client Applications and/or Server Applications to third party end users external to Licensee's company or organization.

"分发"是指向被许可方公司或组织外部的第三方最终用户销售、出租、授权或再分发客户端应用程序和/或服务器应用程序。

7.2.2.4. "**Runtime Product**" means the version specific files and application program interfaces (APIs) specified in the RUNTIME.TXT file provided with SAP Crystal Reports 2008, SAP Crystal Reports for Eclipse 2.0, Crystal Reports Runtime Engine Unlimited and SAP Crystal Reports for Visual Studio 2010.

"运行时产品"是指与 SAP Crystal Reports 2008、SAP Crystal Reports（Eclipse 2.0 版）以及 SAP Crystal Reports 运行时引擎不受限以及 SAP Crystal Reports（Visual Studio 2010 版）一起提供的 RUNTIME.TXT 文件中规定的版本特定文件和应用程序编程接口（API）。

7.2.2.5. "**Server Application**" means an application developed by Licensee that a) utilizes the Runtime Product, b) allows more than 1 user to Use the Runtime Product through any middle tier application(s), and c) adds significant and primary functionality to the Runtime Product. A Client Application installed in a Windows terminal server environment (e.g. Citrix or Microsoft Remote Desktop Platform) is a Server Application.

"服务器应用程序"是指由客户开发的具有如下特性的应用程序：a) 使用运行时产品，b) 允许多个用户通过任何中间层应用程序使用运行时产品，并且 c) 为运行时产品添加重要和主要的功能。安装在 Windows 终端服务器环境中的客户端应用程序（例如，Citrix 或 Microsoft 远程桌面平台）属服务器应用程序。

7.2.3. **Usage**: Licensee may install and Use a single copy of the Runtime Product to develop Client Applications and Server Applications. The Distribution and Internal Installation terms and conditions differ based on the type of applications Licensee develops, as described in the following sections.

使用：被许可方可以安装和使用运行时产品的一个副本，对客户端应用程序和服务器应用程序进行开发。如以下各节所述，由于被许可方开发的应用程序的类型不同，分发和内部安装的条款与条件也各不相同。

7.2.4. **Internal Installation of Client Applications and Server Applications**: Licensor grants Licensee a personal, nonexclusive, limited license to Internally Install the Runtime Product with Client Applications and Server Applications.

内部安装客户端应用程序和服务器应用程序：许可方授予被许可方一项个人的、非独占的、有限的许可，允许被许可方内部安装具有客户端应用程序和服务器应用程序的运行时产品。

7.2.5. **Distribution of Client Applications:** Subject to Licensee's compliance with all of the terms herein, including without limitation Section 7.2.7, Licensor grants Licensee a personal, nonexclusive, limited license to Distribute Client Applications.

分发客户端应用程序：在被许可方遵守此处的全部条款（包括但不限于第 7.2.7 节）的前提下，许可方授予被许可方一项个人的、非独占的、有限的许可，允许被许可方分发客户端应用程序。

7.2.6. **Distribution of Server Applications**: Subject to Licensee's compliance with all of the terms herein, including without limitation Section 7.2.7, Licensor grants Licensee a personal, nonexclusive limited license to Distribute Server Applications to third parties provided that the Licensee has acquired a licensed copy of Crystal Reports for each Deployment of a Server Application that is Distributed, and the version of the Runtime Product utilized by such Server Application is the same version as Licensee's licensed copy of Crystal Reports.

分发服务器应用程序：在被许可方遵守此处的全部条款（包括但不限于第 7.2.7 节）的前提下，许可方授予被许可方一项个人的、非独占的、有限的许可，允许被许可方向第三方分发服务器应用程序，但须符合以下条件：被许可方已经就所分发的服务器应用程序的每一次部署获得了许可的 SAP Crystal Reports 的副本，并且此类服务器应用程序使用的运行时产品版本与被许可方许可的 SAP Crystal Reports 副本的版本相同。

7.2.7. **Runtime Product Distribution Requirements:** If Licensee distributes the Runtime Product to third parties pursuant to sections 7.2.5 or 7.2.6, Licensee shall comply with the following requirements:

运行时产品的分发要求：如被许可方按照第 7.2.5 或 7.2.6 节的条款将运行时产品分发给第三方，被许可方应同意遵守以下要求：

a) Licensee remains solely responsible for support, service, upgrades, and technical or other assistance, required or requested by anyone receiving such Runtime Product copies or sample applications;

当接收这种运行时产品副本或示例应用程序的任何用户提出要求或请求时，被许可方独自负责提供支持、服务、升级和技术协助或其他帮助；

b) Licensee does not use the name, logo, or trademark of Licensor, or the Software, without prior written permission from SAP;

未经 SAP 事先书面同意，被许可方不得使用许可方或软件的名称、徽标或商标；

c) Licensee will defend, indemnify and hold SAP harmless against any claims or liabilities arising out of the use, reproduction or distribution of Runtime Product or the associated application;

对于因使用、复制或分发运行时产品或相关应用程序而产生的任何权利主张或责任，被许可方都会为 SAP 提供辩护、赔偿并使 SAP 免受任何损失；

d) Licensee shall not distribute the Runtime Product with any general-purpose report writing, data analysis or report delivery product or any other product that performs the same or similar functions as SAP's product offerings; and

被许可方不会将运行时产品与以下产品一起分发：任何通用的报表编写、数据分析或报表交付产品，或者与 SAP 提供的产品执行相同或类似功能的任何其他产品；

e) Licensee shall secure the end user's ("End User") consent to terms substantially similar to the following:

被许可方需要保证最终用户（"最终用户"）同意与以下条款实质上相似的条款：

i. End User agrees not to modify, disassemble, decompile, translate, adapt or reverse-engineer the Runtime Product or the report file (.RPT) format;
最终用户同意不对运行时产品或报表文件 (.RPT) 格式进行修改、反汇编、反编译、转换、改编或反向工程；

ii. End User agrees not to distribute the Runtime Product to any third party or use the Runtime Product on a rental or timesharing basis or to operate a service bureau facility for the benefit of third-parties;
最终用户同意不向任何第三方分发运行时产品或以租赁方式或分时操作方式使用运行时产品或为第三方运行服务机构的设施；

iii. End User agrees not to use the Runtime Product to create for distribution a product that is generally competitive with SAP's product offerings;
最终用户同意不使用运行时产品创建旨在分发与 SAP 产品在总体上具有竞争力的产品；

iv. End User agrees not to use the Runtime Product to create for distribution a product that converts the report file (.RPT) format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of SAP.

最终用户同意不使用运行时产品创建旨在分发的产品，该产品能够将报表文件 (.RPT) 格式转换成用于任何通用报表编写、数据分析或报表交付的非 SAP 所有的产品的另一种报表文件格式。

7.2.8. SAP AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. SAP AND ITS SUPPLIERS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, COVER OR OTHER DAMAGES ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH THE APPLICATION OR RUNTIME PRODUCT.

SAP 及其供应商不承担任何明示或默示的保证责任，包括但不限于对适销性、针对特定用途的适用性和不侵犯第三方权利的保证。SAP 及其供应商对根据本协议产生的或与本应用程序或运行时产品有关的任何直接的、间接的、后果性的、附带的、惩罚性、抵补性损害赔偿或其他损害赔偿均不承担任何责任。

7.3. **SAP Crystal Server**

7.3.1. **Scope**: This section applies to SAP Crystal Reports Server and SAP Crystal Server. Throughout this section, the term 'SAP Crystal Server' shall be defined to include both products.

范围：本条款适用于 SAP Crystal Reports Server 和 SAP Crystal Server。本节中，"SAP Crystal Server"一词同时包含了这两种产品。

7.3.2. **Usage:** SAP Crystal Reports which contain SWF files created by SAP Crystal Dashboard Design that access data exclusively with the Crystal Reports connector can be viewed by users with either User or CAL licenses. Licensee may use SAP Crystal Server's mobile features or functionalities.

使用：具备用户或 CAL 许可的用户可以查看仅以 Crystal Reports 连接器访问数据的 SAP Crystal Dashboard Design 创建的包含了 SWF 文件的 SAP Crystal Reports。被许可方可利用 SAP Crystal Server 的移动特性或功能。

7.3.3. **Restrictions:** For each Deployment, SAP Crystal Server may be installed and Used only on a single Server. Licensee may not attempt to cluster the system across multiple live Servers. Licensee cannot use SAP Crystal Server to access data in SAP applications with the exception of SAP Business One.

限制：对于每次部署，SAP Crystal Server 只能安装于一个单独的服务器上并在该单独的服务器上使用。被许可方不得尝试对通过多重实时服务器的系统进行聚类分析。被许可方不得使用 SAP Crystal Server 访问 SAP Business One 以外的 SAP 应用程序中的数据。

7.3.3.1. The following content can only be viewed using User licenses:

以下内容只能使用用户许可进行查看：

- SAP Crystal Reports
- SAP Crystal Dashboard Design (SAP Crystal Server 2016 only)
  SAP Crystal Dashboard Design（仅SAP Crystal Server 2016）
- SAP BusinessObjects Explorer (SAP Crystal Server 2011 and 2016 only)
  SAP BusinessObjects Explorer [移动商务智能]（仅SAP Crystal Server 2011和2016）

7.3.3.2. The following content can only be viewed using CSBL licenses:

以下内容只能使用 CSBL 许可进行查看：

- SAP Crystal Reports
- SAP Crystal Dashboard Design (SAP Crystal Server 2016 only)
  SAP Crystal Dashboard Design（仅SAP Crystal Server 2016）
- SAP BusinessObjects Explorer (SAP Crystal Server 2016 only)

  SAP BusinessObjects Explorer（仅SAP Crystal Server 2016）

7.3.3.3. The following integration kits are not licensed for Use with SAP Crystal Server:

以下集成套件不能为与 SAP Crystal Server 使用而进行许可：

- SAP BusinessObjects Integration for PeopleSoft Enterprise
  SAP BusinessObjects Integration（PeopleSoft Enterprise应用程序版）[商务智能集成PeopleSoft Enterprise应用程序版]
- SAP BusinessObjects Integration for JDE EnterpriseOne
  SAP BusinessObjects Integration（JD Edwards EnterpriseOne应用程序版）[商务智能集成JD Edwards EnterpriseOne应用程序版]
- SAP BusinessObjects Integration for Siebel
  SAP BusinessObjects Integration（Siebel版）[商务智能集成Siebel版]
- SAP BusinessObjects Integration for Oracle E-Business Suite
  SAP BusinessObjects Integration（Oracle电子商务套件版）[商务智能集成Oracle电子商务套件版]
- SAP BusinessObjects Integration for SAP

  SAP BusinessObjects Integration（SAP解决方案版）[商务智能集成SAP解决方案版]

7.3.3.4. The use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of connecting data accessed via SAP BusinessObjects semantic layers or documents with third party products is prohibited without the written consent of SAP. The use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of converting SAP BusinessObjects content or metadata to third party products is not allowed.

未经 SAP 书面同意，不得为了连接通过 SAP BusinessObjects 语义层或文档以及第三方产品访问的数据而在任何商业软件产品中使用任何 SAP BusinessObjects BI SDK。不得为了将 SAP BusinessObjects 内容或元数据转换为第三方产品而在任何商业软件产品中使用任何 SAP BusinessObjects BI SDK。

7.4. **SAP Crystal Reports Server Embedded – OEM**: SAP Crystal Reports Server Embedded – OEM (“CRSE”) may only be installed and used on a single Server whether the Software is licensed on a User or Server basis. Licensee may not attempt to cluster the system across multiple live Servers. Licensee cannot use CRSE to access data in SAP applications.

SAP Crystal Reports Server Embedded - OEM：SAP Crystal Reports Server Embedded - OEM（以下简称“CRSE”）只能安装于一个单独的服务器上并在该单独的服务器上使用，无论软件是基于用户还是服务器获得许可。被许可方不得尝试对通过多重实时服务器的系统进行聚类分析。被许可方不得使用 CRSE 访问 SAP 应用程序中的数据。

SUPPLEMENTARY PRODUCTS

补充产品

8. DATABASE AND TECHNOLOGY PORTFOLIO PRODUCTS (EXCLUDING HANA)

数据库和技术组合产品（SAP HANA 除外）

8.1. **Earlier Versions:** Product versions marked as “Earlier Versions” on SAP Service Marketplace may only be downloaded and/or used by Licensees who are or previously were Sybase customers and who have or previously had licensed the particular earlier version of software that they wish to download and/or use.

先前版本：SAP Service Marketplace 中标注为“先前版本”的产品版本仅供两类被许可方下载和/或使用，第一类是当前或以前的 Sybase 客户，第二类是希望下载和/或使用该版本软件，并且当前或以前拥有软件特定先前版本的许可的被许可方。

8.2. **DB2 Runtime Database in Certain Sybase Licensing Scenarios:** Notwithstanding anything to the contrary, the Afaria DM Software, if licensed hereunder, may require a database product in addition to any runtime database that may be licensed hereunder. The Agreement does not contain a license to use any database product other than one identified in the Agreement. SAP makes no representations or warranties as to the terms of any license or the operation of any database product obtained (i.e. licensed) directly from a third party vendor by Licensee, and Licensee is responsible for support and maintenance of any database product obtained (i.e. licensed) from a third party vendor, and SAP has no responsibility in this regard.

特定 Sybase 许可模拟环境中的 DB2 运行时数据库：即使有任何相反的规定，Afaria DM 软件若获得本协议下的许可，除本协议下许可的任何运行时数据库之外可能还需要一种数据库产品。除协议中约定的数据库产品外，协议中不包括对其他任何数据库产品的使用许可。对就被许可方从第三方供应商处直接获取的（即获得许可的）任一数据库产品的任何许可或运行所约定的条款，SAP 不作任何陈述或担保，被许可方负责对从第三方供应商处获取的（即获得许可的）任何数据库产品提供支持和维护，SAP 对此不负任何责任。

8.3. **SAP Adaptive Server Platform – OEM:** The total number of Cores licensed represents the maximum total cumulative Cores on which all of the Software included in SAP Adaptive Server Platform - OEM (“**SAP ASP**”) may be installed and Used. SAP ASP includes the following Software: SAP Adaptive Server Enterprise (“**SAP ASE**”), SAP IQ, and SAP Replication Server.

SAP Adaptive Server（平台版）[自适应服务器平台版] - OEM：所许可的内核总数表示在其上安装并使用 SAP Adaptive Server（平台版）- OEM（以下简称“**SAP ASP**”）包含的全部软件的内核累计总数的最大值。SAP ASP 包括以下软件：SAP Adaptive Server Enterprise [ASE 数据库]（“**SAP ASE**”）、SAP IQ 和 SAP Replication Server [数据复制服务器]。

8.4. **SAP Adaptive Server, Edge Edition, advanced version – OEM:** may only be deployed on a server having a maximum of 8 cores and includes a limited runtime of replication functionality to be used only in conjunction with SAP ASE, Edge Edition, advanced version solely for disaster recovery purposes.

SAP Adaptive Server Enterprise（高级 Edge 版）[自适应服务器高级 Edge 版] — OEM：仅可部署在最多具有八（8）个内核的服务器上，且包含仅可出于灾难恢复之目的与 SAP Adaptive Server Enterprise（高级 Edge 版）一起使用的复制功能的有限运行时许可。

8.5. **SAP Replication Server and SAP Replication Server Optional Add-ons**

SAP Replication Server 和 SAP Replication Server 可选扩展组件

8.5.1. **SAP Replication Server, Premium edition – OEM:** If SAP Replication Server, Premium edition is licensed as an individual Software line item hereunder or included as a runtime version with another Software line item licensed hereunder, it is restricted for Use with the SAP ASE database (and only where such SAP ASE database is licensed) or for Use with an alternative Database, provided the necessary Option has been Licensed.. The Use of any other database product (whether licensed under the Agreement or separately by Licensee) by or by way of the SAP Replication Server is strictly prohibited.

SAP Replication Server（高级版）[复制服务器高级版] — OEM：若 SAP Replication Server（高级版）经过许可作为本协议项下的单独软件产品系列或作为运行版本包含在本协议项下许可的另一软件产品系列中，则该软件仅限于与 SAP ASE 数据库（且仅在此 SAP ASE 数据库已获许可的情况下）或替代数据库一起使用，但前提是，获得必要选项的许可。严禁通过或经由 SAP Replication Server 使用任何其他数据库产品（无论此产品是经本协议许可还是由被许可方单独许可）。

8.5.2. **SAP Replication Server:** Includes SAP Sybase SQL Anywhere database, which may only be Used as the metadata repository for the Replication Server Software (where licensed) and for SQL language parsing.

SAP Replication Server：包括 SAP Sybase SQL Anywhere 数据库，只能用作 SAP Replication Server 软件（在获得许可的情况下）的元数据资源库，并用于 SQL 语言剖析。

8.6. **SAP SQL Anywhere – OEM:** is provided to Partner solely for internal use for purposes of integrating the SQL Anywhere components for use with Partner Products.

SAP SQL Anywhere（OEM 版）[数据库 OEM 版]：仅提供给合作伙伴作为内部使用之目的，用于集成要与合作伙伴产品一起使用的 SAP SQL Anywhere 组件。

8.7. **SAP SQL Anywhere, Advanced Edition - OEM (core)**: When licensed on a “Core” metric, a license for the following SQL Anywhere client software is included with the Software license:

SAP SQL Anywhere（高级版）[数据库高级版] - OEM（内核）：基于“内心”指标提供许可时，则以下 SAP SQL Anywhere 客户端软件的许可将随软件许可一起提供：

- SQL Anywhere database interface files;
  SAP SQL Anywhere数据库接口文件；
- Interactive SQL;
- Sybase (or SQL) Central;
  Sybase（或SQL）Central；
- SQL Anywhere Console Utility; and/or
  SAP SQL Anywhere控制台实用程序；和/或
- SQL Anywhere database utilities.
  SAP SQL Anywhere数据库实用程序。

8.8. **SAP PowerDesigner DataArchitect, Edge edition - OEM and SAP PowerDesigner EnterpriseArchitect – OEM: i**ncludes SAP SQL Anywhere database, which may only be used as the metadata repository for PowerDesigner.

SAP PowerDesigner DataArchitect（Edge 版）[数据建模工具数据架构师 Edge 版] - OEM 和 SAP PowerDesigner（面向数据架构师的企业版） - OEM：包括 SAP SQL Anywhere 数据库，该数据库仅可用作 SAP PowerDesigner 的元数据资源库。

8.9. **IoT Foundation for SAP HANA:** The following Runtime Software is included with the respective usage limitations listed below:

SAP HANA 物联网基础：以下运行时软件附带下列相应的使用限制：

- 64 GB of memory of SAP HANA Smart Data Streaming Option
  64 GB 的 SAP HANA 智能数据流选项内存
- One Node of SAP HANA Vora
  一（1）个 SAP Vora 节点
- Remote Data Sync
  远程数据同步
- IoT SIM Management
  物联网 SIM 管理

- Dynamic Edge Processing, limited to edge data transformation, sensor data processing and automated data fidelity

  SAP Dynamic Edge Processing[动态 Edge 处理]仅限用于 Edge 数据转换、传感器数据处理和自动化数据保真

8.10. **IoT Client for SAP HANA:** The following Runtime Software is included with the respective usage restrictions listed below.

SAP HANA 物联网客户端：以下运行时软件附带下列相应的使用限制：

- One Device of SAP SQL Anywhere Database and Sync Client
  一台 SAP SQL Anywhere 数据库设备与同步客户端
- Streaming Lite
  Streaming Lite [数据流精简版]
- Plant Connectivity
  SAP Plant Connectivity

8.11. **SAP Data Intelligence:** SAP Data Intelligence includes a runtime license of SAP Landscape Transformation Replication Server ("SAP SLT"). Use of SAP SLT is limited solely for replication scenarios into SAP Data Intelligence and to enabling data integration between SAP Business Suite applications and SAP Data Intelligence.

SAP Data Intelligence [数据智能]：SAP Data Intelligence 包括 SAP Landscape Transformation Replication Server [架构转型复制服务器]（以下简称“SAP SLT”）的运行时许可。 SAP SLT 的使用仅限于将方案复制到 SAP Data Intelligence 和支持 SAP Business Suite 应用程序与 SAP Data Intelligence 之间的数据集成。

9. MOBILE

移动应用

9.1. **Earlier Versions:** Product versions marked as “Earlier Versions” on SAP Service Marketplace may only be downloaded and/or used by Licensees who are or previously were Sybase customers and who have or previously had licensed the particular earlier version of software that they wish to download and/or use.

先前版本：SAP Service Marketplace 中标注为“先前版本”的产品版本仅供两类被许可方下载和/或使用，第一类是当前或以前的 Sybase 客户，第二类是希望下载和/或使用该版本软件，并且当前或以前拥有软件特定先前版本的许可的被许可方。

9.2. **Mobile Enabled:** SAP Software that is mobile enabled may require an additional component downloaded from a third party mobile application store.

支持移动：支持移动的 SAP 软件可能需要从第三方移动应用商店下载附加组件。

9.3. **SAP Enterprise Integration for Mobile Apps Software:** The SAP Enterprise Integration for Mobile Apps Software may require an additional component downloaded from a third party mobile application store. Each additional component is subject to its respective license agreement. The licensed SAP Enterprise Integration for Mobile Apps includes usage of mobile platform components for use with the Package.

SAP Enterprise Integration for Mobile Apps [移动应用程序企业集成]软件：SAP Enterprise Integration for Mobile Apps 软件可能需要从第三方移动应用程序商店下载附加组件。每个附加组件受其各自的许可协议约束。许可的 SAP Enterprise Integration for Mobile Apps 包含与包一起使用的移动平台组件。

10. SAP HANA

10.1. **Definitions**

定义

10.1.1. “**Data Sources**” means any software product(s) and/or database instance(s) for which Licensee has secured an appropriate license.

“**数据源**”是指被许可方已经获得适当许可的任何软件产品和/或数据库实例。

10.1.2. **“ASP Service**” means application services that are provided by Partner who allow End Users to remotely access, or otherwise providing End Users 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，此类合作伙伴支持最终用户通过私有网络或互联网远程访问与安装在合作伙伴拥有或控制或以任何方式运行的硬件上的合作伙伴产品结合使用的软件，或者以其他方式让最终用户从此类软件中获益。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。

10.2. **Branding; Third Party Database; Java Virtual Machine:** The following special terms apply to all editions of SAP HANA licensed under the Agreement.

品牌；第三方数据库；Java 虚拟机： 以下特别条款适用于协议项下许可的 SAP HANA 的所有版本。

10.2.1. SAP HANA shall not be marketed or rebranded by Licensee or any third party under its own mark.

被许可方或任何第三方不得以其自有标识对 SAP HANA 进行宣传和品牌重塑。

10.2.2. SAP HANA may only access any data created or used by Partner Products. Notwithstandaing the foregoing, SAP HANA 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.

SAP HANA 仅能访问通过合作伙伴产品创建或使用的任何数据。 尽管有上述规定，SAP HANA 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。

10.2.3. SAP Java Virtual Machine ("JVM") may be provided with SAP HANA. Except for SAP HANA, no other software shall directly access JVM. JVM may be used solely on General Purpose Desktop Computer and Servers. "General Purpose Desktop Computers and Servers" means computers, including desktop and laptop computers, or servers, used for general computing functions under end user control (such as but not specifically limited to email, general purpose Internet browsing, and office suite productivity tools). The use of JVM in systems and solutions that provide dedicated functionality (other than as mentioned above) or designed for use in embedded or function-specific software applications, for example but not limited to: JVM embedded in or bundled with industrial control systems, wireless mobile telephones, wireless handheld devices, kiosks, TV/STB, Blu-ray Disc devices, telematics and network control switching equipment, printers and storage management systems, and other related systems are excluded from this definition and not licensed under this Agreement.

SAP Java 虚拟机（"JVM"）可与 SAP HANA 一起提供。 除 SAP HANA 之外，其他任何软件均不得直接访问 JVM。JVM 只能在通用桌面计算机和服务器上使用。"通用桌面计算机和服务器"是指用于为最终用户提供通用计算功能（比如，但不限于电子邮件、通用因特网浏览和办公套件工具）的包括桌面电脑和笔记本电脑在内的计算机或服务器。在提供专用功能（除上述功能外）或专门用于嵌入式或特定功能的软件应用程序的系统和解决方案中使用 JVM 不在本定义以及本协议的许可范围之内，例如，包括但不限于将 JVM 嵌入至工控系统、无限移动电话、无限手持设备、查询机、TV/STB、蓝光光碟、移动车载信息系统、网络控制开关设备、打印机和存储管理系统以及其他相关系统中或将其与这些系统捆绑使用。

10.2.4. For SAP HANA licensed for ASP Services, Partner shall only:

对于为 ASP 服务许可的 SAP HANA，合作伙伴仅应：

a) permit End Users remote access of the output data processed by SAP HANA ("Output") through analytic tools or other user interface of the Partner Product used in conjunction with the Software ; or

允许最终用户通过分析工具或与软件捆绑使用的合作伙伴产品的其他用户界面访问经由 SAP HANA 处理的输出数据（以下简称"输出"）；或者

b) export the Output directly out of the licensed SAP HANA into, and grant End Users remote access to, flat files or similar file format, in an asynchronous, non-real-time manner where the use of such flat files or similar format does not result in any updates to and/or trigger any processing capabilities of the SAP HANA or any other licensed Software.

将已许可 SAP HANA 中的输出直接导入至扁平文件或类似格式的文件，并授予最终用户以非同步、非实时的方式远程访问此类文件的权限，其中此类扁平文件或类似格式的使用不会导致以任何方式更新及/或触发 SAP HANA 或任何其他许可软件的任何处理能力。

c) Other than as expressly permitted in this Section 6.2.4 Partner shall not grant any access of SAP HANA to any End User, whether directly or indirectly (including through remote access of its ASP Services).

除非上述第 6.2.4 节中明确规定，否则合作伙伴不得以任何直接或间接的方式（包括通过远程访问其 SAP 服务）向任何最终用户授予 SAP HANA 的访问权限。

10.3. **SAP HANA, LEA edition – OEM:**

SAP HANA（LEA 版）[内存计算平台 LEA 版] - OEM：

10.3.1. SAP HANA, LEA edition - OEM may be used with an unlimited number of Data Sources, and such Use is subject to the applicable Licensed Level. SAP HANA, LEA edition - OEM includes the following Runtime Software:

SAP HANA（LEA 版）- OEM 可以与不受数量限制的数据源一起使用，且此类使用受到已取得的相应许可级别的约束。SAP HANA（LEA 版）- OEM 包括以下运行时软件：

a) SAP HANA Operation Process Intelligence

基于 SAP HANA 的 SAP Operation Process Intelligence [运营流程智能]

b) SAP HANA Data Warehousing Foundation

SAP HANA 数据仓储基础[内存计算平台数据仓储基础]

c) SAP HANA, information management option – OEM

SAP HANA 信息管理选项 - OEM

d) SAP HANA, replication option - OEM (not including SLT)
SAP HANA 数据复制选项 - OEM（不包括 SLT）

e) SAP HANA, data privacy option – OEM
SAP HANA 数据隐私选项- OEM

f) SAP HANA, spatial/graph option – OEM
SAP HANA 的空间和图形选项 - OEM

g) SAP HANA, predictive option – OEM
SAP HANA 预测选项 - OEM

h) SAP HANA, search/text option – OEM
SAP HANA 搜索和文本选项 - OEM

i) SAP HANA, streaming analytics option – OEM
SAP HANA 流分析选项 - OEM

j) SAP NetWeaver OpenHub
SAP NetWeaver OpenHub [信息中心]

k) SAP ASE database
SAP ASE 数据库

10.3.2. Licensee may use Smart Data Access to query data from any data sources, provided that Licensee's license for SAP HANA, LEA edition - OEM has been appropriately sized for all such data that is queried and joined with other data sources via Smart Data Access. Named User licenses will not be required solely for the one way read-only Smart Data Access to SAP Software and/or Third Party Software.

被许可方可使用 SAP HANA 智能数据访问[内存计算平台智能数据访问]查询任何数据源中的数据，前提是被许可方获得了适合的 SAP HANA（LEA 版）- OEM 许可，能够通过 SAP HANA 智能数据访问查询与其他数据源合并的所有此类数据。 只有在对 SAP 软件和/或第三方软件进行只读智能数据访问的情况下，不需要获得指定用户许可。

10.3.3. SAP ASE database is a runtime database limited solely for Use in conjunction with Licensee's Use of Software and/or Third Party Software, and solely to the extent such Software components are licensed by Licensee in accordance with the terms herein. The total number of Cores across all machines on which SAP ASE database may be installed and Used must not exceed 1 Core per 64GB of memory in the HANA system. ASE runtime database includes replication functionality to be used solely for disaster recovery purposes.

SAP ASE 数据库是运行时数据库，仅限于与被许可方的软件和/或第三方软件一起使用，且仅限于被许可方依据本协议条款获得许可的软件组件。可安装和使用 SAP ASE 数据库的所有计算机上的内核总数每 64GB HANA 系统内存不得超过一（1）个内核。SAP ASE 运行时数据库包括仅出于灾难恢复之目的使用的复制功能。

10.3.4. SAP HANA Platform includes the HANA Studio component. Use of SAP HANA, LEA edition - OEM is limited to communications and data exchange between the Partner Products and SAP HANA, LEA Edition - OEM via officially supported SAP HANA, LEA Edition - OEM interfaces. All data modeling, distribution, creation and extension of data structures, including tables and virtual tables via Smart Data Access used in SAP HANA, LEA edition - OEM must be performed via the Partner Products. Use of DI and SDI is limited solely to exchanging data between Data Sources and SAP HANA, LEA edition - OEM. Data may be loaded from an appropriately licensed Data Source via DI or SDI or via Partner Product interfaces. SDI may also be used with Smart Data Access in a data federation scenario.

SAP HANA（平台版）包括 SAP HANA 工作室组件。对 SAP HANA（LEA 版） - OEM 的使用仅限于通过官方支持的 SAP HANA（LEA 版）- OEM 接口，在合作伙伴产品与 SAP HANA（LEA 版）- OEM 之间进行通讯和数据交换。所有数据的建模、分发以及数据结构的创建和扩展，包括通过 SAP HANA 智能数据访问在 SAP HANA（LEA 版）- OEM 中使用的表和虚拟表，都必须通过合作伙伴产品执行。对 DI 和 SDI 的使用仅限于在数据源与 SAP HANA（LEA 版）- OEM 之间交换数据。可通过 DI、SDI 或合作伙伴产品接口，从获得适当许可的数据源加载数据。SDI 也可与数据联合方案中的 SAP HANA 智能数据访问结合使用。

10.3.5. Use of the SAP HANA Studio component is limited solely to administering, monitoring and creating custom views for the SAP HANA, LEA edition - OEM database instance. All reporting must be performed via the Partner Product or via custom views created using HANA Studio. Such custom views may be accessed by SAP or non-SAP BI tools.

对 SAP HANA 工作室组件的使用仅限于为 SAP HANA（LEA 版）- OEM 数据库实例管理、监控和创建自定义视图。必须通过合作伙伴产品或 SAP HANA 工作室创建的自定义视图执行所有报告。此类自定义视图可通过 SAP 或非 SAP BI 工具访问。

10.4. **SAP BusinessObjects Enterprise and SAP Business Objects Business Intelligence on SAP HANA, LEA edition – OEM:** When used as a runtime database for SAP BusinessObjects Enterprise and SAP BusinessObjects Business Intelligence, SAP HANA, LEA edition - OEM may be used:

基于 SAP HANA（LEA 版）- OEM 的 SAP BusinessObjects Enterprise 和 SAP Business Objects Business Intelligence：作为 SAP BusinessObjects Enterprise 和 SAP Business Objects Business Intelligence 的运行时数据库使用时，SAP HANA（LEA 版）- OEM 可用作：

a) as a database for the Central Management Server (CMS) repository;
中央管理服务器（CMS）资源库的数据库；

b) as an audit database for the BI Platform; and
BI 平台的审计数据库；以及

c) as a platform by the SAP BusinessObjects Design Studio runtime for SAP HANA component.
供 SAP Lumira（设计师版）（SAP HANA 组件运行时版）使用的平台。

10.5. **SAP Data Intelligence on SAP HANA, LEA edition – OEM:** When used as a runtime database for SAP Data Intelligence, SAP HANA, LEA edition - OEM may be used as a database via the SAP Data Intelligence application for the design, operations, management and monitoring of the SAP Data Intelligence Software. Licensee may replicate data from one or more limited use versions of SAP HANA (SAP HANA Runtime edition for SAP BW; SAP HANA Database Edition for BW; SAP HANA Runtime edition for Applications and SAP BW) solely to be used within the SAP HANA, LEA edition - OEM.

基于 SAP HANA（LEA 版）- OEM 的 SAP Data Intelligence：作为 SAP Data Intelligence 的运行时数据库使用时，SAP HANA（LEA 版）- OEM 可通过 SAP Data Intelligence 应用程序用作数据库，以设计、运行、管理和监控 SAP Data Intelligence 软件。被许可方还可以从一个或多个 SAP HANA 的受限使用版本（SAP HANA（面向 SAP BW 的运行时版）[内存计算平台面向业务仓库的运行时版]、SAP HANA（面向 SAP BW 的数据库版）[内存计算平台面向业务仓库的数据库版]、SAP HANA（面向应用程序和 SAP BW 的运行时版）[内存计算平台面向应用程序和业务仓库的运行时版]）中复制数据，这些数据仅限于在 SAP HANA（LEA 版）- OEM 中使用。

10.6. **SAP HANA, standard edition – OEM:**

SAP HANA（标准版） – OEM：

10.6.1. SAP HANA, standard edition - OEM may be Used with an unlimited number of Data Sources, and such Use is subject to the applicable Licensed Level. Use is limited solely to the following SAP HANA features and functionality: Core Database Services, Smart Data Access, HANA Studio/Web IDE & Modeling, XS/XS advanced, DB Control Center, Multitenant DB containers, System Virtualization support, HANA Decision Tables, Business Function Library, Building UIs, Developing SQL Scripting procedure, AFL framework (development & runtime), Capture & Replay, HANA Cockpit, and Series Data. SAP HANA, standard edition - OEM also includes the following runtime Software:

SAP HANA（标准版）- OEM 可以与不受数量限制的数据源一起使用，且此类使用受到已取得的相应许可级别的约束。其使用仅限于以下 SAP HANA 特性和功能：核心数据库服务、智能数据访问、SAP HANA 工作室/SAP Web IDE 和建模、XS/XS 高级、数据库控制中心、多租户数据库容器、系统虚拟化支持、HANA 决策表、业务功能库、构建 UI、开发 SQL 脚本程序、AFL 框架（开发和运行时）、捕捉和回放、SAP HANA 主控室以及系列数据。SAP HANA（标准版）- OEM 还包括以下运行时软件：

a) SAP HANA Operation Process Intelligence
基于 SAP HANA 的 SAP Operation Process Intelligence [运营流程智能]

b) SAP HANA Data Warehousing Foundation
SAP HANA 数据仓储基础[内存计算平台数据仓储基础]

c) SAP HANA native storage extension (Use of HANA Native Storage Extension Buffer Cache component is subject to the applicable Licensed Level)
SAP HANA 原生存储扩展[内存计算平台原生存储扩展]（SAP HANA 原生存储扩展缓冲缓存区组件的使用受适用的许可级别的约束）

10.6.2. Licensee may use Smart Data Access to query data from any data sources, provided that Licensee's license for SAP HANA, standard edition - OEM has been appropriately sized for all such data that is queried and joined with other data sources via Smart Data Access. SAP Smart Data Integration is included as runtime software solely for use with SAP Smart Data Access in data federation scenarios. Named User licenses will not be required solely for the one way read-only Smart Data Access to SAP Software and/or Third Party Software.

被许可方可使用智能数据访问查询任何数据源中的数据，前提是被许可方的 SAP HANA（标准版） - OEM 许可大小适合与通过智能数据访问进行查询并与其他数据源相结合的所有此类数据。SAP HANA 智能数据集成作为运行时软件包括在内，仅限与数据联合方案中的 SAP HANA 智能数据访问结合使用。只有在对 SAP 软件和/或第三方软件进行只读智能数据访问的情况下，不需要获得指定用户许可。

10.7. **SAP HANA, standard edition options – OEM:** the licensed quantity of the SAP HANA, standard edition option(s) - OEM must match licensed quantity of SAP HANA, standard edition - OEM on Licensee's SAP HANA, standard edition - OEM Deployment(s).

SAP HANA（标准版）选项 – OEM：SAP HANA（标准版）选项 - OEM 的许可数量必须与 SAP HANA（标准版）- OEM 在被许可方的 SAP HANA（标准版）- OEM 部署上的许可数量相匹配。

10.8. **SAP HANA, data privacy option – OEM:** use is limited solely to the SAP HANA Data Masking Engine, SAP HANA Data Anonymization Engine, Column Encryption, and Shared SAP Business Application Authorizations.

SAP HANA 数据隐私选项 – OEM：其使用仅限于 SAP HANA Data Masking Engine [内存计算平台数据屏蔽引擎]、SAP HANA Data Anonymization Engine [内存计算平台数据匿名引擎]、Column Encryption [列加密]和 Shared SAP Business Application Authorizations [共享 SAP 业务应用授权]。

10.9. **SAP HANA, information management option – OEM:** includes SAP HANA Smart Data Integration and Smart Data Quality.

SAP HANA 信息管理选项 – OEM：包括 SAP HANA 智能数据集成和 SAP HANA 智能数据质量。

10.10. **SAP HANA, predictive option – OEM:** use is limited solely to the HANA PAL/R engine, Automated Predictive Library (APL) and TensorFlow integration.
SAP HANA 预测选项 – OEM：其使用仅限于 HANA PAL/R 引擎、自动化预测库（APL）和 TensorFlow 集成。

10.11. **SAP HANA, replication option – OEM: i**ncludes the following Runtime Software: SAP Data Integrator and SAP SQL Anywhere Advanced Edition. Use of such Runtime Software shall be limited solely to extracting data from Data Sources into SAP HANA or between multiple HANA database instances. Use of SAP SQL Anywhere Advanced Edition shall be limited solely to exchanging data between Data Sources and SAP HANA.
SAP HANA 数据复制选项 – OEM：包括以下运行时软件：SAP Data Integrator [数据集成器]和 SAP SQL Anywhere（高级版）。对前述运行时软件的使用应仅限于从数据源向 SAP HANA 提取数据或者在多个 HANA 数据库实例之间提取数据。SAP SQL Anywhere（高级版）的使用仅限于在数据源和 SAP HANA 之间交换数据。

10.12. **SAP HANA, search/text option – OEM: u**se is limited solely to the SAP HANA Search Engine and Text Analysis Engine.
SAP HANA 搜索/文本选项 – OEM：其使用仅限于 SAP HANA 搜索引擎和文本分析引擎。

SAP HANA, spatial/graph option – OEM: use is limited solely to the SAP HANA Spatial Engine and Graph Engine.
SAP HANA 空间/图形选项 – OEM：其使用仅限于 SAP HANA 空间数据分析引擎和图形引擎。

10.13. **SAP HANA, streaming analytics option – OEM: t**he total number of cores across all machines on which SAP HANA, streaming snalytics option – OEM may be installed and Used must not exceed 8 cores per 64GB of memory in the HANA system. Streaming Lite is included and can be integrated with SAP HANA, streaming analytics project.
SAP HANA 流分析选项 – OEM：可安装和使用 SAP HANA 流分析的所有计算机上的内核总数每 64GB HANA 系统内存不得超过八（8）个内核。 Streaming Lite 包括在内，并且可与 SAP HANA 流分析项目相集成。

10.14. **SAP HANA, active/active read-enabled option – OEM:** SAP HANA use is limited to read operations only on the secondary, in SAP HANA system replication scenario. Licensee must license an equal number of SAP HANA active/active read-enabled units to correspond to the number of SAP HANA units associated with the primary SAP HANA instance.
SAP HANA 主机读写/备机只读选项[内存计算平台主机读写/备机只读选项] – OEM：SAP HANA 的使用仅限于 SAP HANA 系统复制方案中的次级读取操作。 被许可方必须许可与 SAP HANA 主实例相关的 SAP HANA 单元数量相对应的同等数目的 SAP HANA 双活读取单元。

10.15. **SAP HANA, active/active read-enabled option - OEM for HANA runtime:** SAP HANA use is limited to read operations only on the secondary, in SAP HANA system replication scenario. Licensee shall pay additional license fees for SAP HANA active/active read-enabled option for HANA runtime in the event Licensee's HANA SAP Application Value increases.
面向 HANA 运行时的 SAP HANA 主机读写/备机只读选项 - OEM：SAP HANA 的使用仅限于 SAP HANA 系统复制方案中的次级读取操作。若被许可方的 HANA SAP 应用程序价值增加，则被许可方应支付面向 HANA 运行时的 SAP HANA 主机读写/备机只读选项的额外许可费。

10.16. **SAP Near-line storage for SAP BW and SAP BW/4HANA:** SAP Near-line storage for SAP BW and SAP BW/4HANA includes a runtime license of SAP IQ. Use of SAP IQ is limited to a maximum of 32 cores, solely for Use with SAP BW or BW/4HANA. This runtime license of SAP IQ is also available for Use as a cold store for data tiering optimization in SAP BW/4HANA.
面向 SAP BW 和 SAP BW/4HANA 的 SAP 近线存储：面向 SAP BW 和 SAP BW/4HANA 的 SAP 近线存储包括 SAP IQ 的运行时许可。对 SAP IQ 的使用限于最多 32 个内核，且只能与 SAP BW 或 BW/4HANA 一起使用。 SAP IQ 的这一运行时许可还可用作 SAP BW/4HANA 的数据分层优化的冷存储。

10.17. **SAP HANA, runtime edition for applications and SAP BW licensed by HANA SAP Application Value:** SAP HANA, runtime edition for applications and SAP BW is a runtime database ("HANA REAB") licensed for Use in conjunction with Licensee's Use of Software and/or Third Party Software, and solely to the extent such Software components are licensed by Licensee ("HANA REAB Supported Software") in accordance with the terms herein.
按 HANA SAP 应用程序价值许可的面向应用程序和 SAP BW 的 SAP HANA（运行时版）[面向应用程序和 SAP BW 的内存计算平台运行时版]：面向应用程序和 SAP BW 的 SAP HANA（运行时版）作为运行时数据库授予许可（"HANA REAB"），可与被许可方的软件和/或第三方软件一起使用，但仅限于被许可方依据本协议条款获得许可的软件组件（"HANA REAB 支持软件"）。

10.17.1. **REAB Runtime Software Rights:** The HANA REAB license includes the following Runtime Software:

REAB 运行时软件权利：HANA REAB 许可包括以下运行时软件：

a) SAP HANA Platform;
SAP HANA（平台版）；

b) SAP Data Integrator ("DI");

c) SAP Smart Data Integration ("SDI");
SAP HANA 智能数据集成（"SDI"）；

d) SAP ASE and MaxDB databases;
SAP Adaptive Server Enterprise 和 SAP MaxDB 数据库；

e) SAP HANA Data Warehousing Foundation (limited solely to Data Distribution Optimizer and Data Lifecycle Manager components);
SAP HANA 数据仓储基础（仅限于数据分配优化器和数据生命周期管理器组件）；

f) SAP Business Warehouse Accelerator;

g) SAP Near-line storage for SAP BW and SAP for BW4/HANA;
面向 SAP BW 和 SAP BW/4HANA 的 SAP 近线存储；

h) SAP HANA Rules Framework;
SAP HANA 规则框架；

i) SAP HANA, data privacy option - OEM;
SAP HANA 数据隐私选项 - OEM；

j) SAP HANA, predictive option - OEM;
SAP HANA 预测选项 - OEM；

k) SAP HANA, spatial/graph option - OEM;
SAP HANA 的空间和图形选项 - OEM；

l) SAP HANA, search/ text option - OEM;
SAP HANA 搜索和文本选项 - OEM；

m) SAP HANA Smart Data Quality ("SDQ");
SAP HANA 智能数据质量（"SDQ"）；

n) SAP HANA Native Storage Extension.
SAP HANA 原生存储扩展。

10.17.2. SAP HANA Platform includes the HANA Studio, Cockpit and Web IDE components. All data modeling, distribution, creation and extension of data structures, including tables and virtual tables via Smart Data Access used in HANA REAB must be performed via the HANA REAB Supported Software. Use of DI and SDI is limited solely to loading data into HANA REAB or HANA REAB Supported Software. Data may be loaded from an appropriately licensed Data Source via DI and SDI or via HANA REAB Supported Software interfaces. SDI may also be used with Smart Data Access in a data federation scenario. Notwithstanding anything to the contrary, HANA REAB Supported Software is not allowed to distribute data from tables residing in HANA REAB licensed for other Software. For example, SAP Data Services licensed with HANA REAB is not allowed to distribute data from HANA REAB licensed for SAP S/4HANA.

SAP HANA（平台版）包括 SAP HANA 工作室、SAP HANA 主控室和 SAP Web IDE 组件。所有数据的建模、分发以及数据结构的创建和扩展，包括 HANA REAB 中使用的通过智能数据访问的表和虚拟表，都必须通过 HANA REAB 支持软件执行。对 DI 和 SDI 的使用仅限于将数据加载至 HANA REAB 或 HANA REAB 支持软件。可通过 DI、SDI，或通过 HANA REAB 支持软件接口，从获得适当许可的数据源加载数据。SDI 也可与数据联合方案中的 SAP HANA 智能数据访问结合使用。即使有任何相反的规定，也不允许 HANA REAB 支持的软件从存储在许可用于其他软件的 HANA REAB 的表中分发数据。例如，不允许使用随 HANA REAB 许可的 SAP Data Services 从许可用于 SAP S/4HANA 的 HANA REAB 中分发数据。

10.17.3. Licensee may export data, using licensed SAP tools, solely to be used within one or more of the following:

被许可方可以使用许可的 SAP 工具导出数据，但仅限于在以下一个或多个软件中使用：

a) SAP HANA, LEA edition – OEM
SAP HANA（LEA 版）- OEM

b) SAP HANA, standard edition – OEM
SAP HANA（标准版）- OEM

c) SAP HANA Cloud
SAP HANA Cloud [SAP HANA 云]

d) SAP Datasphere
SAP Datasphere [数据仓库云]

10.17.4. Use of the SAP HANA Studio, Cockpit and Web IDE components is limited solely to administering, monitoring and creating custom views for the HANA REAB database instance. All reporting must be performed via the HANA REAB Supported Software

or via custom views created using HANA Studio. Such custom views may be accessed by SAP BI tools or non-SAP BI tools, that are certified by SAP, as set forth on https://www.sap.com/dmc/exp/2013_09_adpd/enEN/#/solutions?filters=v:326;v:405;v:352;v:86a26c34-126d-4a6d-a3c5-6c73deca1020

对 SAP HANA 工作室、SAP HANA 主控室和 SAP Web IDE 组件的使用仅限于为 HANA REAB 数据库实例管理、监控和创建自定义视图。必须通过 HANA REAB 支持软件或 SAP HANA 工作室创建的自定义视图执行所有报告。此类自定义视图可通过 SAP 认证的 SAP BI 或非 SAP BI 工具访问，具体请参见 https://www.sap.com/dmc/exp/2013_09_adpd/enEN/#/solutions?filters=v:326;v:405;v:352;v:86a26c34-126d-4a6d-a3c5-6c73deca1020。

10.17.5. **SAP BusinessObjects Enterprise and SAP BusinessObjects Business Intelligence on REAB:** When used as a runtime database for SAP BusinessObjects Enterprise and SAP BusinessObjects Business Intelligence, HANA REAB may be used:

基于 REAB 的 SAP BusinessObjects Enterprise 和 SAP Business Objects Business Intelligence： 作为 SAP BusinessObjects Enterprise 和 SAP Business Objects Business Intelligence 的运行时数据库使用时，HANA REAB 可用作：

a) as a database for the Central Management Server (CMS) repository;
中央管理服务器（CMS）资源库的数据库；

b) as an audit database for the BI Platform; and
BI 平台的审计数据库；以及

c) as a platform by the SAP BusinessObjects Design Studio runtime for SAP HANA component.
供 SAP Lumira（设计师版）（SAP HANA 组件运行时版）使用的平台。

10.17.6. ASE runtime database includes replication functionality to be used solely for disaster recovery purposes.

SAP ASE 运行时数据库包括仅出于灾难恢复之目的使用的复制功能。

10.17.7. The license fee for HANA REAB is calculated on the basis of the HANA SAP Application Value for Licensee's HANA REAB Supported Software. Licensee shall pay additional license fees for HANA REAB in the event Licensee's HANA SAP Application Value increases.

HANA REAB 的许可费用根据被许可方 HANA REAB 支持软件的 HANA SAP 应用程序价值计算。若被许可方的 HANA SAP 应用程序价值增加，则被许可方应支付 HANA REAB 的额外许可费。

10.17.8. Partner acknowledges that Licensee may have to install a HANA REAB-compatible release of the HANA REAB Supported Software in order to enable certain business functions or provide configuration as described above. Future releases of HANA REAB developed for Use with HANA REAB Supported Software may not be compatible with current releases and may not be available via the respective SAP Support offering. Technical migration from HANA REAB Supported Software to another release of the Software and/or Third Party Software as used separately from HANA REAB and/or to another database offering may not be possible.

合作伙伴确认，被许可方可能必须安装 HANA REAB 支持软件的 HANA REAB 兼容版本，以便启用特定业务功能或提供上述配置。将来开发的与 HANA REAB 支持软件一起使用的 HANA REAB 可能与当前版本不兼容，且无法通过相应的 SAP 支持产品获得。可能无法执行从 HANA REAB 支持软件到该软件的其他版本和/或与 HANA REAB 分开使用的第三方软件和/或其他数据库产品的技术迁移。

10.18. **SAP HANA, runtime edition for applications & SAP BW - Partial licensed by HANA SAP Application Value ("HANA REAB-Partial"):** The license fee for HANA REAB-Partial is calculated on the basis of the HANA SAP Application Value for Licensee's HANA REAB Supported Software (defined below).
按 HANA SAP 应用程序价值许可的 SAP HANA（面向应用程序和 SAP BW 的运行时版 — 部分）（以下简称"HANA REAB — 部分）： "HANA REAB — 部分"的许可费用根据被许可方 HANA REAB 支持软件的 HANA SAP 应用程序价值计算（定义如下）。

10.18.1. HANA REAB-Partial licensed for Use in conjunction with Licensee's Use of Software and/or Third Party Software, and solely to the extent such Software components are licensed by Licensee ("HANA REAB Supported Software") in accordance with the terms herein.

"HANA REAB — 部分"可与被许可方的软件和/或第三方软件一起使用，但仅限于被许可方依据本协议条款获得许可的软件组件（以下简称"HANA REAB 支持软件"）。

10.18.2. **HANA REAB-Partial Runtime Software Rights:** The HANA REAB-Partial license includes the following Runtime Software:

"HANA REAB — 部分"运行时软件权利： "HANA REAB — 部分"许可包括以下运行时软件：

a) SAP HANA Platform;
SAP HANA（平台版）；

b) SAP Data Integrator ('DI");

c) SAP Smart Data Integration ("SDI");

SAP HANA 智能数据集成（“SDI”）；

d) SAP ASE and MaxDB databases;

SAP Adaptive Server Enterprise 和 SAP MaxDB 数据库；

e) SAP HANA Data Warehousing Foundation (limited solely to Data Distribution Optimizer and Data Lifecycle Manager components);

SAP HANA 数据仓储基础（仅限于数据分配优化器和数据生命周期管理器组件）；

f) SAP Business Warehouse Accelerator;

g) SAP Near-line storage for SAP BW and SAP for BW 4/HANA;

面向 SAP BW 和 SAP BW/4HANA 的 SAP 近线存储；

h) SAP HANA Rules Framework;

SAP HANA 规则框架；

i) SAP HANA, data privacy option - OEM;

SAP HANA 数据隐私选项 - OEM；

j) SAP HANA, predictive option - OEM;

SAP HANA 预测选项 - OEM；

k) SAP HANA, spatial/graph option - OEM;

SAP HANA 的空间和图形选项 - OEM；

l) SAP HANA, search/text option - OEM;

SAP HANA 搜索和文本选项 - OEM；

m) SAP HANA Smart Data Quality (“SDQ”);

SAP HANA 智能数据质量（“SDQ”）；

n) SAP HANA Native Storage Extension.

SAP HANA 原生存储扩展。

10.18.3. SAP HANA Platform includes the HANA Studio, Cockpit and Web IDE components. All data modeling, distribution, creation and extension of data structures, including tables and virtual tables via Smart Data Access used in HANA REAB-Partial must be performed via the HANA REAB Supported Software. Use of DI SDI and SLT is limited solely to loading data into HANA REAB-Partial or HANA REAB Supported Software. Data may be loaded from an appropriately licensed Data Source via DI and SDI or via HANA REAB Supported Software interfaces. SDI may also be used with Smart Data Access in a data federation scenario. Notwithstanding anything to the contrary, HANA REAB Supported Software is not allowed to distribute data from tables residing in HANA REAB-Partial licensed for other Software. For example, SAP Data Services licensed with HANA REAB-Partial is not allowed to distribute data from HANA REAB-Partial licensed for SAP S/4HANA.

SAP HANA（平台版）包括 SAP HANA 工作室、SAP HANA 主控室和 SAP Web IDE 组件。所有数据的建模、分发以及数据结构的创建和扩展，包括“HANA REAB — 部分”中使用的通过智能数据访问的表和虚拟表，都必须通过 HANA REAB 支持软件执行。对 DI、SDI 和 SLT 的使用仅限于将数据加载至“HANA REAB — 部分”或 HANA REAB 支持软件。可通过 DI、SDI，或通过 HANA REAB 支持软件接口，从获得适当许可的数据源加载数据。SDI 也可与数据联合方案中的 SAP HANA 智能数据访问结合使用。 即使有任何相反的规定，也不允许 HANA REAB 支持的软件从存储在许可用于其他软件的“HANA REAB — 部分”的表中分发数据。例如，不允许使用随“HANA REAB — 部分”许可的 SAP Data Services 从许可用于 SAP S/4HANA 的“HANA REAB — 部分”中分发数据。

10.18.4. Licensee may export data, using licensed SAP tools, solely to be used within one or more of the following:

被许可方可以使用许可的 SAP 工具导出数据，但仅限于在以下一个或多个软件中使用：

a) SAP HANA, LEA edition – OEM

SAP HANA（LEA 版）- OEM

b) SAP HANA, standard edition – OEM

SAP HANA（标准版）- OEM

c) SAP HANA Cloud

d) SAP Datasphere

10.18.5. Use of the SAP HANA Studio, Cockpit and Web IDE components is limited solely to administering, monitoring and creating custom views for the HANA REAB-Partial database instance. All reporting must be performed via the HANA REAB Supported Software or via custom views created using HANA Studio or Web IDE. Such custom views may be accessed by SAP BI tools or non-SAP BI tools that are certified by SAP, as set forth on https://www.sap.com/dmc/exp/2013_09_adpd/enEN/#/solutions?filters=v:326;v:405;v:352;v:86a26c34-126d-4a6d-a3c5-6c73deca1020

对 SAP HANA 工作室、SAP HANA 主控室和 SAP Web IDE 组件的使用仅限于为“HANA REAB — 部分”数据库实例管理、监控和创建自定义视图。必须通过 HANA REAB 支持软件或者 SAP HANA 工作室或 SAP Web IDE 创建的自定义视图执行所有报

告。此类自定义视图可通过 SAP 认证的 SAP BI 或非 SAP BI 工具访问，具体请参见 https://www.sap.com/dmc/exp/2013_09_adpd/enEN/#/solutions?filters=v:326;v:405;v:352;v:86a26c34-126d-4a6d-a3c5-6c73deca1020。

10.18.6. **SAP BusinessObjects Enterprise and SAP BusinessObjects Business Intelligence on SAP REAB-Partial:** When used as a runtime database for SAP BusinessObjects Enterprise and SAP BusinessObjects Business Intellgience, HANA REAB - Partial may be used:

基于“HANA REAB — 部分”的 SAP BusinessObjects Enterprise 和 SAP Business Objects Business Intelligence：作为 SAP BusinessObjects Enterprise 和 SAP Business Objects Business Intelligence 的运行时数据库使用时，“HANA REAB — 部分”可用作：

a) as a database for the Central Management Server (CMS) repository;
中央管理服务器（CMS）资源库的数据库；

b) as an audit database for the BI Platform; and
BI 平台的审计数据库；以及

c) as a platform by the SAP BusinessObjects Design Studio runtime for SAP HANA component.
供 SAP Lumira（设计师版）（SAP HANA 组件运行时版）使用的平台。

10.18.7. ASE runtime database includes replication functionality to be used solely for disaster recovery purposes.

SAP ASE 运行时数据库包括仅出于灾难恢复之目的使用的复制功能。

10.18.8. Licensee acknowledges that Licensee may have to install a HANA REAB-Partial -compatible release of the HANA REAB Supported Software in order to enable certain business functions or provide configuration as described above. Future releases of HANA REAB-Partial developed for Use with HANA REAB Supported Software may not be compatible with current releases and may not be available via the respective SAP Support offering. Technical migration from HANA REAB Supported Software to another release of the Software and/or Third Party Software as used separately from HANA REAB-Partial and/or to another database offering may not be possible.

被许可方确认，被许可方可能必须安装 HANA REAB 支持软件的“HANA REAB — 部分”兼容版本，以便启用特定业务功能或提供上述配置。将来开发的与 HANA REAB 支持软件一起使用的“HANA REAB — 部分”可能与当前版本不兼容，且无法通过相应的 SAP 支持产品获得。可能无法执行从 HANA REAB 支持软件到该软件的其他版本和/或与“HANA REAB — 部分”分开使用的第三方软件和/或其他数据库产品的技术迁移。

10.19. **Terms of use for Twitter API contained within SAP HANA, LEA edition - OEM; SAP HANA, runtime edition for applications and SAP BW; and SAP HANA, information management option – OEM:** The following shall apply to SAP HANA, LEA edition - OEM; SAP HANA, runtime edition for applications and SAP BW; and SAP HANA, information management option - OEM: Use of the Twitter API is subject to the Third Party Web Service terms contained in Section 1, sub-section 1.2.6 of these Use Terms.
SAP HANA（LEA 版）- OEM、面向应用程序和 SAP BW 的 SAP HANA（运行时版）和 SAP HANA 信息管理选项中所包含的 Twitter API 的使用条款：以下规定适用于 SAP HANA（LEA 版）- OEM、面向应用程序和 SAP BW 的 SAP HANA（运行时版）和 SAP HANA 信息管理选项 - OEM：Twitter API 的使用受本使用条款第 1 节的第 1.2.小节中所包含的第三方 Web 服务条款的约束。

10.20. **SAP HANA Client Software:** Licensee may market and sublicense the HANA Client Software only for use in conjunction with Licensee's own products. Any Third Party Products contained in or provided with the HANA Client Software may only be used as part of the HANA Client Software. Licensee must not charge any third party a fee or any other form of consideration for access to, or use of, the HANA Client Software. Licensee may not install files, as set forth at https://wiki.scn.sap.com/wiki/display/SAPHANA/SAP+HANA+Client+redistributable+files, into the HANA Client Software default install path.
SAP HANA 客户端软件：被许可方仅可销售和分许可 SAP HANA 客户端软件与被许可方自有产品结合使用。SAP HANA 客户端软件中包含或随附提供的任何第三方产品仅可作为 SAP HANA 客户端软件的一部分使用。被许可方不得向任何第三方收取访问或使用 SAP HANA 客户端软件的费用或有任何其他形式的考虑。被许可方不得将文件安装到 SAP HANA 客户端软件的默认安装路径中，请参见 https://wiki.scn.sap.com/wiki/display/SAPHANA/SAP+HANA+Client+redistributable+files。

Exhibit 4 - Pass Through Terms for Third Party Databases

附件 4 — 第三方数据库的传递条款

SAP may deliver SAP software containing a database product where the end user is not entitled to use the database unless he/she has acquired the requisite number of licenses from the database vendor or its authorized distributor. Such deliveries are reported to the database vendor.

SAP 可能会交付包含数据库产品的 SAP 软件，但除非最终用户已经从数据库供应商或其授权经销处获得了所需数量的许可，否则其无权使用该数据库。前述交付会通知给数据库供应商。

Exhibit 5 - SAP Business One Software

附件 5 — SAP Business One 软件

PREAMBLE

序言

The minimum license requirements for an SAP Business One system is 1 SAP Business One, Starter Package User - OEM or 1 SAP Business One, Professional User - OEM.

安装 SAP Business One 系统的最低许可要求是：一（1）个 SAP Business One Starter Package User - OEM 或一（1）个 SAP Business One OEM Profesional User - OEM。

- As part of SAP Business One software SAP provides preconfigured SAP Crystal Reports and SAP Crystal Dashboards. Such reports and dashboards are available without additional license fee (see SAP Crystal Versions for SAP Business One).
  作为 SAP Business One 软件的一部分，SAP 提供预配置的 SAP Crystal Reports 和 SAP Crystal Dashboards。用户可以使用此类报表和仪表盘，无需支付额外许可费（请参见 SAP Business One 的 SAP Crystal 版）。
- SAP Business One software requires a database. Such database can be licensed direct via the database vendor or its authorised reseller.
  SAP Business One 软件需要一个数据库。此数据库可通过数据库供应商或其授权经销商直接获得许可。
- All individuals using SAP Business One, also through reporting tools, require an SAP Business One license.

  通过报告工具使用 SAP Business One 的所有个人均需获得 SAP Business One 许可。

1. INTEGRATION FRAMEWORK FOR SMES

面向中小型企业的集成框架

1.1 Integration Framework for SMEs is part of the SAP Business One license, except for the Starter Package User.

面向中小型企业的集成框架是 SAP Business One 许可的一部分，但 SAP Business One Starter Package User 除外。

2. SAP BUSINESS ONE, STARTER PACKAGE USER - OEM

2.1 Minimum license requirement: 1 SAP Business One, Starter Package User - OEM.

最低许可要求：一（1）个 SAP Business One Starter Package User - OEM。

2.2 Maximum number of licenses is limited to a total of 5 for the sum of SAP Business One, Starter Package Users – OEM and SAP Customer Checkout devices.

对于 SAP Business One Starter Package User – OEM 和 SAP Customer Checkout 设备之和，许可的最大数量限制为五（5）个。

2.3 If licensee requires more than the maximum number of 5 licenses, all SAP Business One, Starter Package Users - OEM need to be licensed as SAP Business One, Professional User - OEM or SAP Business One, Limited User - OEM.

如果被许可方需要超过最大数量五（5）个的许可，所有 SAP Business One Starter Package User - OEM 需要许可为 SAP Business One Professional User - OEM 或 SAP Business One Limited User - OEM。

2.4 The SAP Business One, Starter Package User - OEM can only be combined with “SAP Business One, Indirect Access by non-employees – OEM” or “SAP Customer Checkout” and cannot be combined with any other SAP Business One user type or product options.

SAP Business One Starter Package User - OEM 只能与非员工 SAP Business One Indirect Access [间接访问] - OEM 或 SAP Customer Checkout 结合使用，而不能与任何其他 SAP Business One 用户类型或产品选项结合使用。

3. SAP CRYSTAL VERSIONS FOR SAP BUSINESS ONE – OEM

用于 SAP BUSINESS ONE - OEM 的 SAP CRYSTAL 版本

3.1 SAP provides preconfigured SAP Crystal Reports and SAP Crystal Dashboards as a part of SAP Business One.

作为 SAP Business One 产品的一部分，SAP 提供预配置的 SAP Crystal Reports 以及 SAP Crystal Dashboards。

3.2 Such reports and dashboards are available to all SAP Business One Named Users without additional license fee.

为所有 SAP Business One 指定用户提供此类报告和仪表盘，无需支付额外许可费。

3.3 A single SAP Business One deployment includes 1 user for SAP Crystal Reports, without additional license fee.

单个 SAP Business One 部署包括一（1）个 SAP Crystal Reports 用户，无需支付额外许可费。

3.4 SAP Crystal product versions for SAP Business One:

面向 SAP Business One 的 SAP Crystal 产品版本：

a) are restricted for Use with the SAP Business One application data;

仅限于与 SAP Business One 应用程序数据一起使用；

b) are further subject to the terms and conditions applicable to SAP Crystal as stated in the SUR; and

进一步受到 SUR 中规定的且适用于 SAP Crystal 的条款和条件的约束；而且

c) cannot be in deployed in a standalone environment.

不可部署于独立环境中。

3.5 SAP Crystal Reports, version for the SAP Business One - OEM application: provides a single user license that grants access rights to use SAP Crystal Reports, version for SAP Business One - OEM. Prerequisite: One Professional User - OEM or 1 Limited User - OEM or 1 Indirect Access User - OEM required for each option licensed.

SAP Crystal Reports（SAP Business One – OEM 应用程序版）提供授权使用 SAP Crystal Reports（SAP Business One – OEM 版）的单一用户许可。 前提：每个许可的选项均要求具备一（1）个 Professional User - OEM、Limited User - OEM 或 Indirect Access User - OEM。

4. SAP BUSINESS ONE INDIRECT ACCESS, BY NON-EMPLOYEES – OEM

非员工 SAP BUSINESS ONE INDIRECT ACCESS [BUSINESS ONE 间接访问] - OEM

SAP Business One Indirect Access by non-employees – OEM is an Instance authorized to access SAP Business One via its application programming interfaces only. It cannot access any of the user interfaces (desktop and mobile) developed by SAP. It cannot be used by employees and contingent workers (including statement of work-based consultants, independent contractors, freelancers, other outsourced and non-permanent workers who are hired on a per-project basis). Those users are required to license a B1 named user license for their use. The SAP Application(s) and their required instances can be used without additional license fee. “SAP Application(s)” means all Packages (i.e. all Software and Third Party Software) licensed under the Agreement and/or SAP cloud services for which Licensee has a valid subscription, excluding SAP technology solutions and all database Packages. 非员工 SAP Business One Indirect Access - OEM 是指经授权仅可通过其应用程序编程接口访问 SAP Business One 的实例。该用户不能访问由 SAP 开发的任何用户界面（桌面和移动界面）。员工和临时工（包括按照工作说明书提供服务的顾问、独立承包商、自由职业者，按项目聘用的其他外包工作人员和临时工作人员）不得使用。这些用户需获得 B1 指定用户许可才可使用。SAP 应用程序及其所需实例无需额外许可费即可使用。“SAP 应用程序”是指依据协议许可的所有软件包（即所有软件和第三方软件）和/或被许可方有效订阅的 SAP 云服务，SAP 技术解决方案和所有数据库包除外。

5. SAP CUSTOMER CHECKOUT

4

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5.1 SAP Customer Checkout is a Point Of Sales solution. No prerequisite

SAP Customer Checkout 是针对销售点的解决方案。无前提条件

6. SAP BUSINESS ONE NAMED USERS

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6.1 **SAP Business One, OEM Professional User** is a Named User who performs operational related roles supported by the SAP Business One Software. The SAP Business One, Professional User - OEM license is needed to administer an SAP Business One system, work with production and Material Resource Planning (MRP) and use the SAP Business One Software Development Kit (SDK). The SAP Business One, Professional User - OEM includes the rights granted under a SAP Business One, Mobile Application User - OEM, SAP Business One OEM Limited CRM User, SAP Business One OEM Limited Financial User, SAP Business One OEM Limited Logistic User and SAP Business One, Indirect Access User - OEM license.

SAP Business One OEM Professional User 是指执行 SAP Business One 软件支持的操作相关角色的指定用户。需要 SAP Business One Professional User - OEM 许可管理 SAP Business One 系统、与生产和物料资源计划（MRP）协作并使用 SAP Business One 软件开发工具包。SAP Business One Professional User - OEM 包含 SAP Business One Mobile Application User - OEM、SAP Business One OEM Limited CRM User、SAP Business One OEM Limited Financial User、SAP Business One OEM Limited Logistic User 和 SAP Business One Indirect Access User - OEM 许可项下授予的权利。

6.2 **SAP Business One, Limited User - OEM** is a Named User who has access rights to the SAP Business One functionality to support operational processing and information requirements in a specific role. Each Limited User can be requested as 1 of these roles: CRM, Financial or Logistic. The SAP Business One, Limited User - OEM – license includes the rights granted under an SAP Business One, Mobile Application User - OEM and SAP Business One, Indirect Access User - OEM license.

SAP Business One Limited User - OEM 是指有权访问 SAP Business One 功能，以特定角色提供运营操作和信息需求支持的指定用户。每个 Limited User 均可申请履行以下角色之一：CRM、财物或物流。SAP Business One Limited User - OEM 许可包含 SAP Business One Mobile Application User - OEM 和 SAP Business One Indirect Access User - OEM 许可项下授予的权利。

6.3 **SAP Business One, Limited to Professional User - OEM** is a Named User authorized to perform SAP Business One, Professional User - OEM related roles supported by the licensed Software if such Named User is also an individual licensed from SAP as an SAP Business One, Limited User - OEM and both are licensed for the same runtime database, if any. If receiving support under the license agreement, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Business One, Limited User - OEM for so long as Licensee continues to receive support under the license agreement. This allow the upgrade from: SAP B1 OEM Limited CRM User to SAP B1 OEM Professional User; SAP B1 OEM Limited Financial User to SAP B1 OEM Professional User; SAP B1 OEM Limited Logistic User to SAP B1 OEM Professional User; SAP B1 OEM Limited to SAP B1 Professional User- OEM; SAP B1 OEM CRM Sales User to SAP B1 OEM Professional User; SAP B1 OEM CRM Service User to SAP B1 OEM Professional User.

SAP Business One Limited to Professional User - OEM 是指经授权执行由许可软件支持的 SAP Business One Professional User - OEM 相关角色的指定用户，但此类指定用户同时须为由 SAP 许可为 SAP Business One Limited User - OEM 的个人，且这两种用户就同一运行时数据库（若存在）取得许可。被许可方根据许可协议获得支持服务的，只要被许可方继续接受许可协议项下的支持服务，便须订阅就该用户及基础 SAP Business One Limited User - OEM 所提供的支持服务并支付全部相应支持费用。支持的升级有：SAP B1 OEM Limited CRM User 升级为 SAP B1 OEM Professional User；SAP B1 OEM Limited Financial User 升级为 SAP

B1 OEM Professional User；SAP B1 OEM Limited Logistic User 升级为 SAP B1 OEM Professional User；SAP B1 OEM Limited 升级为 SAP B1 Professional User - OEM；SAP B1 CRM Sales User 升级为 SAP B1 OEM Professional User；SAP B1 OEM CRM Service User 升级为 SAP B1 OEM Professional User。

6.4 **SAP Business One, Mobile Application User - OEM** is a Named User who has access rights to the 'SAP Business One Sales' or 'SAP Business One Service' mobile application only. The SAP Business One, Mobile Application User - OEM license includes the rights granted under an SAP Business One, Indirect Access User - OEM license.

SAP Business One Mobile Application User - OEM 是指仅拥有“SAP Business One Sales [业务一体化销售]”或“SAP Business One Service [业务一体化服务]”移动应用访问权限的指定用户。SAP Business One Mobile Application User - OEM 许可包含 SAP Business One Indirect Access User - OEM 许可项下授予的权利。

6.5 **SAP Business One, Indirect Access, user-based - OEM** is a Named User authorized to access SAP Business One via its application programming interfaces only. It cannot access any of the user interfaces (desktop and mobile) developed by SAP.

SAP Business One Indirect Access（基于用户）- OEM 是指经授权仅可通过其应用程序编程接口访问 SAP Business One 的指定用户。该用户不能访问由 SAP 开发的任何用户界面（桌面和移动界面）。

6.6 **SAP Business One, Starter Package User - OEM** is a Named User who performs operational related roles supported by the SAP Business One, Starter Package - OEM Software. The SAP Business One, Starter Package User - OEM license includes the rights granted under a SAP Business One, Mobile Application User - OEM and SAP Business One, Indirect Access User - OEM license. The SAP Business One, Starter Package User - OEM license does not include the rights granted under a SAP Business One, Professional User - OEM.

SAP Business One, Starter Package User - OEM 是指执行 SAP Business One Starter Package - OEM 软件支持的操作相关角色的指定用户。 SAP Business One Starter Package User - OEM 许可包含 SAP Business One Mobile Application User - OEM 和 SAP Business One Indirect Access User - OEM 许可项下授予的权利。SAP Business One Starter Package User - OEM 许可不包含对 SAP Business One Professional User - OEM 授予的权利。

6.7 **SAP Business One, Starter Package to Professional User - OEM** is a Named User authorized to perform SAP Business One, Professional User - OEM related roles supported by the licensed Software provided such Named User is also an individual licensed from SAP as an SAP Business One, Starter Package User - OEM and both such Users are licensed for the same runtime database, if any. If receiving support under the license agreement, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Business One, Starter Package User - OEM for so long as Licensee continues to receive support under the license agreement.

SAP Business One, Starter Package to Professional User - OEM 是指经授权执行由许可软件支持的 SAP Business One Professional User - OEM 相关角色的指定用户，但此类指定用户同时须为由 SAP 许可为 SAP Business One Starter Package User - OEM 的个人，且这两种用户就同一运行时数据库（若存在）取得许可。 被许可方根据许可协议获得支持服务的，只要被许可方继续接受许可协议项下的支持服务，便须订阅就该用户及基础 SAP Business One Starter Package User - OEM 所提供的支持服务并支付全部相应支持费用。

6.8 **SAP Business One, Starter Package to Limited User - OEM** is a Named User authorized to perform SAP Business One, Limited User - OEM related roles supported by the licensed Software provided such Named User is also an individual licensed from SAP as an SAP Business One, Starter Package User - OEM and both such Users are licensed for the same runtime database, if any. If receiving support under the license agreement, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Business One, Starter Package User - OEM for so long as Licensee continues to receive support under the license agreement.

SAP Business One Starter Package to Limited User - OEM 是指经授权执行由许可软件支持的 SAP Business One Limited User - OEM 相关角色的指定用户，但此类指定用户同时须为由 SAP 许可为 SAP Business One Starter Package User - OEM 的个人，且这两种用户就同一运行时数据库（若存在）取得许可。被许可方根据许可协议获得支持服务的，只要被许可方继续接受许可协议项下的支持服务，便须订阅就该用户及基础 SAP Business One Starter Package User - OEM 所提供的支持服务并支付全部相应支持费用。

7. SAP BUSINESS ONE METRICS

SAP BUSINESS ONE 指标

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7.1 **"Contract price** is the net value of the license contract. Contract price for Partners refers to Partner buy price depending on the support delivery model."

"合同价格" 是指许可合同的净价值。合作伙伴的合同价格是指根据支持交付模型制定的合作伙伴购买价。

7.2 **"Devices"** are any piece of equipment or hardware and include but are not limited to: a workstation, terminal, point of sale terminal, notebook, handheld, tablet, PDA, smartphone, internet connected television, scale devices, devices installed in a vehicle (on-board units) or other networked devices. The application itself defines the type of devices that are used and therefore counted for the price list item (e.g., SAP SQL Anywhere database for Use with SAP POS for Retail devices are defined as those devices accessing data from SAP SQL Anywhere database or e. g. SAP Mobile Order Management devices are all devices installed as on-board units in a vehicle).

"设备" 是指任意一台器材或硬件，包括但不限于：工作站、终端、销售点终端、笔记本电脑、手持设备、平板电脑、PDA、智能手机、网络电视、扩展设备、车载设备（车载装置）或其他联网设备。应用程序本身定义了客户使用并因此对价目表项目产生影响的设备类型（例如，对于与面向零售行业的 SAP POS 结合使用的 SAP SQL Anywhere 数据库，设备是指用于访问 SAP SQL Anywhere 数据库的数据的设备，对于 SAP Mobile Order Management [移动订单管理]，设备是指作为车载装置安装在车辆上的所有设备）。

7.3 **"Gigabytes of memory"** are the total amount of memory that may be used by the Software, as measured in gigabytes.

"十亿字节内存"是指软件可能使用的内存总量，以十亿字节表示。

7.4 **"Instances** "are unique connections to a single specified application or technology type.

"实例"是指与单个指定的应用程序或技术类型的唯一连接。

7.5 **"Users"** are individuals who Use the Software.

"用户"是指使用软件的个人。

8. PRODUCT SPECIFIC TERMS FOR BUSINESS ONE SOFTWARE

SAP BUSINESS ONE 软件的产品特定条款

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8.1 **SAP Business One Engine for SAP HANA – OEM**

SAP Business One（SAP HANA 引擎版）[Business One SAP HANA 引擎版] - OEM

8.1.1 SAP Business One, version for SAP HANA Engine is a runtime restricted license database for SAP Business One and SAP Business One Add-ons, including SAP Business Add-ons created by SAP Partners or SAP Business One Add-ons created by Licensee. Licensee shall only use the SAP Business One, version for SAP HANA Engine in connection with SAP Business One Software and SAP Business One Add-ons and only for the purposes of its own internal data processing which includes access of third party user such as contractors, supply chain vendors or suppliers, customers, or third party individuals authorized by Licensee. Any access to the SAP Business One, version for SAP HANA Engine, including but not limited to data loading, modeling, reporting and distribution, must take place via SAP Business One or SAP Business One Add-ons.

SAP Business One（SAP HANA 引擎版）是针对 SAP Business One 以及 SAP Business One 扩展组件的有限运行时许可数据库，其中包括由 SAP 合作伙伴创建的 SAP Business One 扩展组件或由被许可方创建的 SAP Business One 扩展组件。被许可方只能将 SAP Business One（SAP HANA 引擎版）与 SAP Business One 和 SAP Business One 扩展组件一起使用，SAP Business One（SAP HANA 引擎版）仅供其自身内部数据处理使用，此类内部数据处理包括第三方用户（诸如承包商、供应链供应商、客户或经被许可方授权的第三方个人）的访问行为。对 SAP Business One（SAP HANA 引擎版）的任何访问（包括但不限于数据访问、建模、报告和分发）必须通过 SAP Business One 或 SAP Business One 扩展组件进行。

8.1.2 The SAP Business One, version for SAP HANA Engine includes a runtime license of HANA Studio, Cockpit and Web IDE and access is solely to administer and manage the SAP Business One, version for SAP HANA Engine, or for system administration tasks and data modeling for reporting requirements. The SAP Business One, version for SAP HANA Engine cannot be deployed on the same system as any other SAP HANA software. The SAP Business One, version for SAP HANA Engine is licensed for addressable RAM memory and can only run on SAP certified hardware and with the supported operating system(s).

SAP Business One（SAP HANA 引擎版）包括 SAP HANA 工作室、SAP HANA 主控室和 SAP Web IDE 的运行时许可，其访问仅限于管理 SAP Business One（SAP HANA 引擎版）或执行系统管理任务和出于报告需求进行数据建模。不得将 SAP Business One（SAP HANA 引擎版）与任何其他 SAP HANA 软件部署在同一系统上。就 SAP Business One（SAP HANA 引擎版）的可寻址 RAM 内存进行许可，且该软件只能在经 SAP 认证的硬件上与支持的操作系统一起运行。

8.1.3 The SAP Business One, version for SAP HANA engine includes a runtime license for all the SAP HANA components included in the package SAP HANA 2.0 Enterprise Edition for SAP Business One.

SAP Business One（SAP HANA 引擎版）包括面向 SAP Business One 的 SAP HANA 2.0 企业版软件包中包含的所有 SAP HANA 组件的运行时许可。

8.1.4 The SAP Business One version for SAP HANA engine includes use rights to perform analytics content provided by the licensed SAP Business One Analytics software used solely in conjunction with SAP Business One.

SAP Business One（SAP HANA 引擎版）包括执行由许可的仅可与 SAP Business One 一起使用的 SAP Business One Analytics [Business One 分析]软件提供的分析内容的使用权利。

8.1.5 **Support for SAP Business One is subject to conclusion of a support schedule to the license agreement.

**获得 SAP Business One 支持必须订立许可协议之支持协议。

9. LOCALIZATIONS

本地化软件

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9.1 Licenses for SAP Business One software can be used on any of the localizations supported by SAP Business One software. However, for SAP Business One software licensed after 01.01.2010, the license key will be issued 'per localization'. By default the localization of the requested software country version will be released. Each licensed Named User can only access the localization for which the license key was issued. Employees that require access to two or more localizations will require two or more Named User licenses.

SAP Business One 软件许可可用于 SAP Business One 软件支持的任何本地化软件。但是，对于 2010 年 1 月 1 日之后许可的 SAP Business One 软件，许可密钥将针对"每个本地化软件"发布。默认情况下，将发布所要求的国家版本软件的本地化软件。每个许可指定用户只可访问发布了许可密钥的本地化软件。需要访问两个或更多个本地化软件的员工需要获得两项或更多项指定用户许可。

10. FAIL-OVER SYSTEMS

故障切换系统

10

10.1 For any operating system environment in which Licensee runs systems of SAP Business One software, Licensee may run up to the same number of passive fail-over systems of SAP Business One software in a separate operating system environment for temporary support. Licensee may run the passive fail-over installation of SAP Business One software on a hardware server other than the licensed hardware server.

对于被许可方在其中运行 SAP Business One 软件系统的任何操作系统环境，被许可方可以在单独的操作系统环境中运行最多相同数量的 SAP Business One 软件的被动故障切换系统以获得临时支持。被许可方可以在许可硬件服务器以外的硬件服务器上运行 SAP Business One 软件的被动故障切换安装。

11. TEST SYSTEMS

测试系统

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11.1 A Licensee is entitled to run 1 SAP Business One software system for internal testing purposes. For such test system, Licensee may use the same users that Licensee has licensed for productive use of SAP Business One software.

被许可方有权出于内部测试目的运行 SAP Business One 软件系统。对于此类测试系统，被许可方可以使用其已获得 SAP Business One 软件生产使用许可的相同用户。