

SAP Open Ecosystem
SAP 开放生态系统
Sell On Premise Specific Terms and Conditions
销售企业预置型特定条款和条件
(“Sell On Premise Open Ecosystem Model”)
(以下简称“销售企业预置型开放生态系统模式”)

Article 1 Definitions and Interpretation

第 1 条 定义和解释

1. Definitions

定义

“**Distributor**” means any person or entity to which SAP markets and distributes certain Software in connection with the “SAP PartnerEdge Sell On Premise Distribution Model”; a list of available distributors is displayed on SAP’s partner-dedicated website.

“**分销商**”是指 SAP 根据“SAP PartnerEdge 销售企业预置型分销模式”向其营销和分销特定软件的任何个人或实体，SAP 在面向合作伙伴的网站上展示了一份当前有合作关系的分销商名单。

“**EULA**” means the “End User License Agreement (for SAP On Premise indirect sales)” which is made available on www.sap.com/company/legal.

“**EULA**”是指“最终用户许可协议（用于 SAP 企业预置型间接销售）”，协议内容见 www.sap.com/company/legal。

“**EULA Acceptance Form**” means the “Acceptance Form for End User License Agreement (for SAP On Premise indirect sales)” which will be provided by SAP on a deal by deal basis.

“**EULA 认可书**”是指“最终用户许可协议认可书（用于 SAP 企业预置型间接销售）”，该认可书将由 SAP 按交易提供。

“**EUMA**” means the “SAP Delivered Support Agreement” which sets out the terms and conditions under which SAP provides support to End Users and which will be provided by SAP on a deal by deal basis.

“**EUMA**”是指“SAP 交付支持协议”，其中规定了 SAP 据以向最终用户提供支持的条款和条件，将由 SAP 按交易提供。

“**EUMA Effective Date**” means the date on that the last signature was affixed to the EUMA or in case SAP does not sign the EUMA, any other act through which SAP accepts the EUMA or the order of SAP Delivered Support for the Software.

“**EUMA 生效日期**”是指最后一个签名签署 EUMA 的日期，若 SAP 未签署 EUMA，则是指 SAP 通过任何其他行为接受 EUMA 或针对软件的 SAP 交付支持的订单之日。

“**Initial Term**” means the period starting on the EUMA Effective Date and ending one year later but excluding the date of the EUMA Effective Date.

“**初始期限**”是指从 EUMA 生效日期开始至一年以后结束的这段期限，不包括 EUMA 生效日期在内。

“**Maintenance Services**” with regard to this Sell On Premise Open Ecosystem Model means SAP Delivered Support.

就本销售企业预置型开放生态系统模式而言，“**维护服务**”是指 SAP 交付支持。

“**OE Partner Product List**” with regard to this Sell On Premise Open Ecosystem Model means the list of SAP software made available by SAP named “SAP Authorized Reseller Product List” applicable to the country in which End User is located which is published on SAP’s partner-dedicated website or directly provided to Open Ecosystem Partner by SAP or Distributor.

就本销售企业预置型开放生态系统模式而言，“**开放生态系统合作伙伴产品清单**”是指 SAP 提供的一份适用于最终用户所在国家/地区的名为“SAP 授权经销商产品清单”的 SAP 软件清单，该清单发布在 SAP 面向合作伙伴的网站上或由 SAP 或分销商直接提供给开放生态系统合作伙伴。

“**Product Family**” means an SAP product family which may comprise of one or several SAP software products or services as further set out on SAP’s partner-dedicated website.

“**产品系列**”是指由一个或多个 SAP 软件产品或服务构成的 SAP 产品系列，详见 SAP 面向合作伙伴的网站。

“**Program Requirements**” means that the Open Ecosystem Partner has to fulfill certain minimum program requirements, some of which are general Open Ecosystem requirements, some of which are specific for the “Sell Engagement” and some of which are specific for the different “On Premise” Product Families, including, without limitation, upholding a Sell Authorization for at least one “On Premise” Product Family and other requirements as set out in detail in the Open Ecosystem Program Guide.

“**项目要求**”是指开放生态系统项目指南中详细规定的开放生态系统合作伙伴需要满足的最低项目参与要求，其中有一般的开放生态系统要求，有专门针对“销售互动”的要求，有专门针对不同的“企业预置型”产品系列的要求，这些要求包括但不限于持有至少一项“企业预置型”产品系列的销售授权和其他要求。

“**SAP Delivered Support**” means SAP’s support offering to directly provide support to End Users subject to the terms and conditions set out in the EUMA.

“**SAP 交付支持**”是指 SAP 根据 EUMA 中规定的条款和条件向最终用户直接提供的支持。

“**Sell Authorization**” means that Open Ecosystem Partner needs to meet specific training and qualification requirements for each product included in an “On Premise” Product Family that Open Ecosystem Partner wants to resell as set out in detail in the Open Ecosystem Program Guide.

“**销售授权**”是指根据开放生态系统项目指南的详细规定，开放生态系统合作伙伴经销包含在“企业预置型”产品系列当中的每项产品需要满足的特定培训和资质要求。

“**SUR**” means the software use rights agreements which include additional or supplemental terms and conditions under which Software is licensed and which is made available on www.sap.com/company/legal.

“**SUR**”是指包含附加或补充软件许可条款和条件的软件使用权利协议，协议内容参见 www.sap.com/company/legal。

2. Any terms not defined in this Sell On Premise Open Ecosystem Model will have the meaning ascribed to them in any other part of the Agreement.

在本销售企业预置型开放生态系统模式中未定义的所有术语应适用协议其他部分对其赋予的含义。

3. The headings in this Sell On Premise Open Ecosystem Model are for convenience only and are to be ignored in construing this Sell On Premise Open Ecosystem Model.

本销售企业预置型开放生态系统模式中使用的标题仅供参考，解释本销售企业预置型开放生态系统模式时可以忽略。

4. Any reference in this Sell On Premise Open Ecosystem Model to a defined document is a reference to that defined document as amended, varied, novated or supplemented from time to time.

本销售企业预置型开放生态系统模式中对特定文档的任何引用也包括对该文档时而产生的修订、变更、替代或补充内容的引用。

5. Where the context so admits, the singular includes the plural and vice versa.

依据上下文的内容，单数形式亦应包括复数形式，反之亦然。

Article 2 Engagement Model

第 2 条 互动模式

1. Upon Open Ecosystem Partner meeting the Program Requirements for the first time and subject to Open Ecosystem Partner's compliance with all Program Requirements at all times during the term of this Sell On Premise Open Ecosystem Model, SAP hereby grants to Open Ecosystem Partner and Open Ecosystem Partner hereby accepts from SAP the right to:

在开放生态系统合作伙伴初次满足项目要求且在本销售企业预置型开放生态系统模式履行过程中始终遵守所有项目要求的前提下，SAP 特此授予开放生态系统合作伙伴如下权利，且开放生态系统合作伙伴特此予以接受：

a) purchase those Software products from Distributors for which Open Ecosystem Partner achieved and continues to uphold a successful Sell Authorization;

向分销商购买开放生态系统合作伙伴已获得并持续持有有效销售授权的产品软件；

b) market and distribute the Software purchased from a Distributor in its own name, at its own risk and for its own account to End Users located in the Territory (as defined in the Sell On Premise Open Ecosystem Schedule); and

以自己的名义、自担风险向地域内（如销售企业预置型开放生态系统协议所述）的最终用户营销和分销购自分销商的软件；和

c) position SAP Delivered Support for the Software purchased from a Distributor to End Users located in the Territory (as defined in the Sell On Premise Open Ecosystem Schedule), if available for the Software product.

向地域内（如销售企业预置型开放生态系统协议所述）的最终用户针对购自分销商的软件定位 SAP 交付支持，前提是该支持服务适用于该软件产品。

2. Open Ecosystem Partner will use its best efforts to market and position SAP Delivered Support for the Software purchase from a Distributor to End Users located in the Territory.

开放生态系统合作伙伴将尽最大努力向地域内的最终用户针对购自分销商的软件营销和定位 SAP 交付支持。

3. SAP will inform its Distributors located in the Territory:

在以下情况下，SAP 会向位于地域内的分销商发出通知：

a) once Open Ecosystem Partner has fulfilled the Program Requirements for the first time by displaying the Open Ecosystem Partner as "Open Ecosystem Partner" on SAP's partner-dedicated website; and

一旦开放生态系统合作伙伴首次满足了项目要求，通知方式是在 SAP 面向合作伙伴的网站上将开放生态系统合作伙伴显示为“开放生态系统合作伙伴”；

b) if Open Ecosystem Partner ceases to fulfill the Program Requirements or if this Sell On Premise Open Ecosystem Model is terminated, rescinded or ends in any other way by either showing the Open Ecosystem Partner as "non-operational" on or delisting the Open Ecosystem Partner from SAP's partner-dedicated website.

若开放生态系统合作伙伴不再符合项目要求或本销售企业预置型开放生态系统模式以任何其他方式终止、解除或撤销，通知方式是在 SAP 面向合作伙伴的网站上将该开放生态系统合作伙伴显示为“未经营”，或将开放生态系统合作伙伴从该网站的名单中剔除。

4. Open Ecosystem Partner is solely responsible for accurately and completely representing the Software and the Maintenance Services. Open Ecosystem Partner assumes all financial and legal liability for the quality, reliability and accuracy of all representations and warranties made by Open Ecosystem Partner, its employees, agents and consultants beyond what is contained in the Documentation. Open Ecosystem Partner will at any presentation give the SAP Group and its licensors appropriate credit for the ownership of the Software, Documentation and other SAP Materials.

开放生态系统合作伙伴全权负责准确、全面地介绍软件和维护服务。开放生态系统合作伙伴对其自身、员工、代理和顾问就超出文档内容所作的所有陈述和保证的质量、可靠性和准确性承担全部经济和法律責任。开放生态系统合作伙伴将在其所有陈述中维护 SAP 集团及其许可方对于软件、文档和其他 SAP 材料的所有权。

5. Open Ecosystem Partner must not deliver or recommend any software or other products that are incompatible with the Software.

开放生态系统合作伙伴不得交付或建议与软件不兼容的任何软件或其他产品。

6. Open Ecosystem Partner will be solely responsible for setting its own prices vis-à-vis the End User for the distribution of the Software.

开放生态系统合作伙伴负责自己制定向最终用户分销的软件的定价。

Article 3 Advertising Materials

第 3 条 广告材料

1. Open Ecosystem Partner may add its own material to the information supplied by either indirectly by Distributor or directly by SAP, solely for the purposes of Open Ecosystem Partner's own marketing activities. Any material which is added must be clearly marked as Open Ecosystem Partner's material.

开放生态系统合作伙伴可以仅出于开展自己的营销活动之目的，在分销商间接提供或 SAP 直接提供的信息上添加自己的材料。添加的任何材料都必须明确标明为开放生态系统合作伙伴的材料。

2. All marketing and promotional materials developed by or for Open Ecosystem Partner, including, but not limited to, print advertisement, broadcast or telecast commercials, product brochures, sales aids, manuals, displays, and publicity concerning the Software distributed hereunder and related services must be of first quality.

开放生态系统合作伙伴制作的或为其制作的所有营销和促销材料，包括但不限于与本协议下分销的软件和相关服务有关的印刷广告、广播或电视广告、产品宣传册、销售辅助品、销售手册、展示和宣传都必须具备一流的品质。

Article 4 Protection of rights

第 4 条 权利的保护

Open Ecosystem Partner is not entitled to:

开放生态系统合作伙伴无权：

1. Use the Software;
使用软件；
2. make any modifications, add-ons or other derivative work to the Software; and
对软件作出任何修改、制作任何扩展组件或其他衍生品；
3. copy or otherwise reproduce temporarily or permanently in whole or in part the Software, not even for back-up purposes.
对整个或部分软件进行临时或永久性拷贝或复制，即使出于备份目的也不行。

Article 5 License

第 5 条 许可

1. Use rights for the Software that Open Ecosystem Partner ordered via a Distributor from SAP for a specific End User will be granted directly by SAP to the End User via the EULA Acceptance Form, the EULA and the SUR.

开放生态系统合作伙伴为特定最终用户向 SAP 订购的软件的使用权利将由 SAP 通过 EULA 认可书、EULA 和 SUR 直接授予该最终用户。

2. Open Ecosystem Partner must inform the End User of and include express provisions in its agreement with the End User stating that:

开放生态系统合作伙伴必须明确告知最终用户，并在与最终用户订立的协议中明确规定：

- a) the use of the Software is subject to the terms and conditions of the EULA Acceptance Form, the EULA and the SUR;
对软件的使用必须遵循 EULA 认可书、EULA 和 SUR 的条款和条件；
- b) SAP will neither deliver any Software nor the applicable license key until SAP received End User's duly signed EULA Acceptance Form; and
在收到最终用户有效签署的 EULA 认可书之前，SAP 将不予交付任何软件或适用的许可密钥；
- c) SAP has the right not to grant a license as long as any of the adverse conditions as set out in this Article 5 (License) no. 4 to 6 is present.
当出现与第 5 条（许可）第 4 款到第 6 款的规定相反的情形时，SAP 有权不授予许可。

3. Open Ecosystem Partner must ensure that:

开放生态系统合作伙伴必须保证：

- a) each End User accepts the then-current license terms by signing the then-current EULA Acceptance Form; and
所有最终用户均通过签署届时有效的 EULA 认可书同意届时有效的许可条款；且
- b) the person signing the EULA Acceptance Form is duly authorized to represent and has the full legal capacity to legally bind the End User.
签署 EULA 认可书的人员是经正式授权的代表，且具有依法约束最终用户的完全法律能力。

4. Open Ecosystem Partner is prohibited from making any changes to the EULA Acceptance Form, the EULA and the SUR. Open Ecosystem Partner must further ensure that End User does not change the EULA Acceptance Form, the EULA and the SUR.

开放生态系统合作伙伴不得对 EULA 认可书、EULA 和 SUR 的内容作任何更改。开放生态系统合作伙伴还必须保证最终用户不会更改 EULA 认可书、EULA 和 SUR 的内容。

5. If the relevant End User has not duly signed the EULA Acceptance Form or if the content of the EULA Acceptance Form, the EULA or the SUR was unduly changed or is incomplete, SAP will not accept the corresponding Software order for such End User and will, thus, neither deliver any Software nor the applicable license key. Open Ecosystem Partner will indemnify SAP against any and all losses, actions, claims, expenses, demands and liabilities which may be incurred by or made against SAP if the EULA Acceptance Form, the EULA and/or the SUR were unduly changed or are incomplete.

若相关最终用户未有效签署 EULA 认可书，或 EULA 认可书、EULA 或 SUR 的内容被不当变更或内容不完整，则 SAP 将不予接受该最终用户的相应软件订单，同时不会交付任何软件或适用的许可密钥。开放生态系统合作伙伴应使 SAP 免受因 EULA 认可书、EULA 和/或 SUR 的内容被不当变更或不完整而导致的针对 SAP 的任何及所有损失、诉讼、权利主张、费用、诉求或者债务的损害。

6. SAP's obligation to grant license rights to an End User is suspended where and for as long as certain adverse conditions are present as provided for in Article 5 (SAP's obligation to deliver) of Part 1 of the Open Ecosystem GTCS.

当出现与开放生态系统 GTC 第 1 部分第 5 条（SAP 的交付义务）的规定相反的情形时，SAP 将暂停履行向最终用户授予许可的义务。

Article 6 SAP Delivered Support Agreement/EUMA

第 6 条 SAP 交付支持协议/EUMA

1. Conclusion of the SAP Delivered Support Agreement/EUMA

签订 SAP 交付支持协议/EUMA

- a) If an End User wants to order SAP Delivered Support and provided SAP offers SAP Delivered Support for the relevant Software product(s), the End User will need to conclude a EUMA directly with SAP.

若最终用户希望订购 SAP 交付支持，且 SAP 为相关软件产品提供 SAP 交付支持，则最终用户需要直接与 SAP 签订 EUMA。

- b) Open Ecosystem Partner must inform the End User that:

开放生态系统合作伙伴必须就以下内容告知最终用户：

- i. SAP will not deliver any SAP Delivered Support until SAP received End User's duly signed EUMA; and
除非 SAP 收到最终用户有效签署的 EUMA，否则 SAP 将不予交付任何 SAP 交付支持；以及
- ii. SAP has the right not to provide SAP Delivered Support as long as any of the adverse conditions as set out in this Article 6 (SAP Delivered Support Agreement/EUMA) no. 0c) is present.

当出现与第 6 条（SAP 交付支持协议/EUMA）第 1c)款的规定相反的情形时，SAP 有权不提供 SAP 交付支持。

- c) Open Ecosystem Partner must ensure that the person signing the EUMA is duly authorized to represent and has the full legal capacity to legally bind the End User. Open Ecosystem Partner is prohibited from making any changes to the EUMA. Open Ecosystem Partner must further ensure that End User does not change the EUMA.

开放生态系统合作伙伴必须确保签署 EUMA 的人员是经正式授权的代表，且具有依法约束最终用户的完全法律能力。开放生态系统合作伙伴不得对 EUMA 作任何更改。开放生态系统合作伙伴还必须保证最终用户不会更改 EUMA。

- d) If the relevant End User has not duly signed the EUMA or if the content of the EUMA was unduly changed or is incomplete, SAP will not accept the corresponding SAP Delivered Support order for such End User and will, thus, not provide SAP Delivered Support. Open Ecosystem Partner will indemnify SAP against any and all losses, actions, claims, expenses, demands and liabilities which may be incurred by or made against SAP if the EUMA was unduly changed or is incomplete.

若相关最终用户未有效签署 EUMA，或 EUMA 的内容被不当变更或内容不完整，则 SAP 将不予接受该最终用户关于相应 SAP 交付支持的订单，因此也不会交付 SAP 交付支持。开放生态系统合作伙伴应使 SAP 免受因 EUMA 的内容被不当变更或不完整而导致的针对 SAP 的任何及所有损失、诉讼、权利主张、费用、诉求或者债务的损害。

2. Payment of fees for SAP Delivered Support

SAP 交付支持费用的支付

- a) For the Initial Term, Open Ecosystem Partner must collect - at its own risk - all fees for SAP Delivered Support from each End User for which a EUMA was concluded and pay such fees directly to the Distributor. For that purpose, Open Ecosystem Partner must invoice each End User the exact amount of fees for SAP Delivered Support stated in the EUMA that the relevant End User signed.

在初始期限，开放生态系统合作伙伴必须自担风险向签署了 EUMA 的每位最终用户收取 SAP 交付支持的全部费用，并直接向分销商支付此类费用。为此，开放生态系统合作伙伴必须根据相关最终用户签署的 EUMA 中的规定，按照 SAP 交付支持的准确费用金额向最终用户开具发票。

- b) After the Initial Term, SAP will invoice each End User directly for SAP Delivered Support.

初始期限结束后，SAP 将直接向每位最终用户开具 SAP 交付支持费用的发票。

Article 7 Term and Termination for convenience

第 7 条 期限和任意终止

1. Term. This Sell On Premise Open Ecosystem Model comes into effect as of the Effective Date defined in the Sell On Premise Open Ecosystem Schedule and remains in full force and effect until and including 31 December of the same year. Thereafter its term is automatically extended for subsequent periods of one year.

期限。本销售企业预置型开放生态系统模式自销售企业预置型开放生态系统协议规定的生效日期起生效，效力持续至同年 12 月 31 日（包括当日）。此后，该期限将自动续展下一个整年。

2. Termination for convenience. Either Party may terminate this Sell On Premise Open Ecosystem Model for convenience with three months' prior written notice to 31 December of each year.

任意终止。任意一方均可在每年 12 月 31 日前通过提前 3 个月发出书面通知，任意终止本销售企业预置型开放生态系统模式。

3. Termination for non-compliance with Program Requirements. SAP may terminate this Sell On Premise Open Ecosystem Model with three months' prior written notice if Open Ecosystem Partner:

因不符合项目要求而终止。开放生态系统合作伙伴有下述情形的，SAP 可通过提前 3 个月发出书面通知终止本销售企业预置型开放生态系统模式：

- a) did not meet all of the Program Requirements for the first time within six months after the Effective Date defined in the Sell On Premise Open Ecosystem Schedule; or

在销售企业预置型开放生态系统协议规定的生效日期生效后的 6 个月内未能首次满足所有项目要求；或

- b) does not comply with any of the Program Requirements.

未遵守任何项目要求。

Article 8 Model-specific Effect of Termination

第 8 条 模式特定的终止效力

1. If this Sell On Premise Open Ecosystem Model is terminated, rescinded or ends in any other way, Open Ecosystem Partner's right to:

若本销售企业预置型开放生态系统模式以任何其他方式终止、解除或撤销，则开放生态系统合作伙伴的下列权利将立即终止：

- a) purchase Software from Distributors;

从分销商处购买软件；

- b) market and distribute the Software; and
营销和分销软件；和
- c) position SAP Delivered Support,
定位 SAP 交付支持。

to End Users located in the Territory under this Sell On Premise Open Ecosystem Model as set out in Article 2 (Engagement Model) immediately ends.

上述行为由开放生态系统合作伙伴根据第2条（互动模式）的规定，在地域内通过本销售企业预置型开放生态系统模式向最终用户予以提供。

2. However, Open Ecosystem Partner will be allowed to distribute each Software product ordered from a Distributor for a specific End User for that SAP accepted Distributor's order before this Sell On Premise Open Ecosystem Model was terminated, rescinded or ended in any other way (“**Accepted Software**”) without undue delay to the End User for whom the Software product was ordered. Obligations existing or arising under subsisting individual orders remain unaffected. SAP is entitled to refuse to accept orders if SAP has reasonable grounds to believe that the End User cannot go live with the Software during the term of this Sell On Premise Open Ecosystem Model.

但是，若在该销售企业预置型分销模式经销模式终止、解除或以其他方式停止之前，开放生态系统合作伙伴为特定最终用户从分销商处已订购了该软件产品，且SAP已接受该订购（以下简称“**已获得软件**”），生态系统合作伙伴将获许为该最终用户无不当延误地分发其所订购的每项软件产品。存续的单个订单下的义务将不受影响。若SAP有充分合理的理由认为最终用户不能在本销售企业预置型开放生态系统模式的期限内完成软件上线，则SAP有权拒绝接受订单。

3. Notwithstanding anything in Article 8 (Effect of Termination) of Part 1 of the Open Ecosystem GTCS, Open Ecosystem Partner will be allowed to use the SAP Logo and other SAP trademarks which he was authorized to use as set out in Article 4 (Trademark License) of Part 1 of the Open Ecosystem GTCS solely in connection with the Documentation in order to distribute the Accepted Software without undue delay to the specific End User for whom the Accepted Software was ordered.

纵使开放生态系统 GTC 第一部分第 8 条 (终止之效力) 有任何不同之规定，开放生态系统合作伙伴仍可以根据开放生态系统 GTC 第一部分的第 4 条款（“商标许可”）的授权使用规定而被允许使用 SAP 标识和其他 SAP 的商标，但仅限于与文档一起使用，以便开放生态系统合作伙伴将所订购的已获得软件无不当延误地提供给特定的最终用户。

4. SAP will inform its Distributors about the termination of this Sell On Premise Open Ecosystem Model by either showing the Open Ecosystem Partner as “non-operational” on or delisting the Open Ecosystem Partner from SAP’s partner-dedicated website.

SAP 将通过以下方式就本销售企业预置型开放生态系统模式的终止告知相关的分销商：在面向合作伙伴的网站上将开放生态系统合作伙伴显示为“未经营”或将开放生态系统合作伙伴从此类网站的名单中剔除。