SAP Software Use Rights
SAP 软件使用权利

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PREAMBLE
序言

The terms set forth in this SAP 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 reseller, distributor, original equipment manufacturer ("**OEM**") or other 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 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 的授权经销商、分销商、原始设备制造商（以下简称"**OEM**"）或其他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. "**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。

1.3. "**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。

1.4. "**Named User**" means any individual authorized by Customer to Use a Package, including without limitation employees of its Affiliates or its Business Partners.

"指定用户"是指经客户授权使用包的任何个人，包括但不限于其关联企业或其业务合作伙伴的员工。

1.5. "**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。

1.6. "**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。

1.7. "**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。

1.8. "**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 Customer 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，客户或第三方接口或其他中间系统进行。

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, 5.3 and 7 the Use of any Package requires both a Named User License and a Package License. Customer 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 LicenseNamed User Licenses cannot be assigned to more than 1 individual.
除本文件第 3.2 节、5.3 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。客户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 Customer 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，客户已经从除 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. Named User Exception
指定用户例外情况

2.3.1. Individuals licensed as SAP Business One users who Use the SAP Business One Software which interfaces to a separate Customer SAP ERP installation are not required to be licensed as SAP Named Users under Customer's agreement with SAP or an authorized SAP affiliate for such SAP ERP System.
依据客户与 SAP 或授权 SAP 关联企业的协议规定，SAP Business One [业务一体化]软件如果接入了客户的单独 SAP ERP [企业资源规划]安装，经许可为 SAP Business One 软件用户的个人无需获得 SAP 指定用户许可。

2.4. Additional Named User Rules for SBOP and Legacy SBOP Software Not Licensed For Standalone Use
适用于 SBOP [商务智能产品组合]和未获得独立使用许可的旧版 SBOP 软件的其他指定用户规则

2.4.1. "**SBOP**" and "**Legacy SBOP**" shall mean any Software identified as SBOP or Legacy SBOP, respectively in these Use Terms. Unless otherwise specifically set forth herein, all references to SBOP shall be deemed to include any licensed Software identified under any Order Form as Legacy SBOP; however, references to Legacy SBOP shall only mean any licensed Software specifically identified as Legacy SBOP on Exhibit 1. Any licensed Legacy SBOP may only be Used by individuals licensed as an Expert User, Business Analytics Professional User, BI Limited User, or Business Information User, and such Use shall be in accordance with each individual's respective Named User type (and subject to the applicable Licensed Level(s) for such Software).
"**SBOP**"和"**旧版 SBOP**"是指本使用条款中分别规定为 SBOP 或旧版 SBOP 的任何软件。除本文件中另有具体规定外，所有提及的 SBOP 均应视为包括任何订购单中规定为旧版 SBOP 的任何许可软件；但是，所有提及的旧版 SBOP 仅指附件 1 中明确规定为旧版 SBOP 的任何许可软件。任何许可的旧版 SBOP 只能由许可为 Expert User、Business Analytics Professional User、BI Limited User 或 Business Information User 的个人使用，且此类使用行为应严格遵循各自相关的指定用户类型的规定（并且受到此类软件的相应许可水平的约束）。

2.5. Runtime Software
运行时软件

2.5.1. Licensed Package(s) may utilize limited functionality of other Packages for which Customer does not hold a license ("**Runtime Software**"). Until Customer has expressly licensed the Runtime Software, Customer's Use of such Runtime Software is limited to access by and through the

licensed Package(s), and any permitted Modifications thereto for the sole purpose of enabling performance of the licensed Package(s) and integrating data from licensed SAP Software as specified in the Documentation. In the event Customer Uses a Package to build or operate a custom developed or third party application, additional licenses may be required.
许可包可能会用到客户不具备许可的其他包的部分功能（“**运行时软件**”）。在客户明确取得运行时软件的许可之前，客户对此类运行时软件的使用仅限于以许可包及通过许可包进行访问，以及出于使许可包能够执行和集成文档中指定的 SAP 许可软件数据之唯一目的对其执行经批准的修改。如客户使用包构建或操作自定义开发的应用程序或第三方应用程序，则需获得额外许可。

2.6. Country or Language Versions and Availability Restrictions
国家/地区或语言版本和可用性限制

2.6.1. There are no applicable country or language specific versions licensed by Customer 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 向客户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。

2.7. Internet Connectivity
互联网连接

2.7.1. Some Packages require connection to the internet in order to properly function. Customer 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。客户负责实现 Internet 连接，且就因 Internet 连接失败而造成的功能丢失，SAP 概不负责。

2.8. Third Party Web Services
第三方 Web 服务

2.8.1. 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。

2.8.2. 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) Customer 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.
客户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 Customer’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 Customer and the Third Party Web Service provider.
对第三方 Web 服务 API 的使用应以客户接受第三方 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 不属于客户与第三方 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) Customer 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 Customer or its Affiliates.
客户明确同意，就因客户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 Customer’s access to the Third Party Web Service’s API through the Product if Customer 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).
若客户违反或造成 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、暂停或终止客户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

3.1.1. 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. Software is licensed for Standalone Use if identified as such in the applicable Order Form. "**Standalone Use**" means the Software (and any corresponding Third Party Software) identified as Standalone Use that may only be Used with other Software or Third Party Software with the same Standalone Use designation in the applicable Order Form from SAP or an authorized reseller, distributor, or other authorized partner of SAP or non-SAP branded software licensed from third parties.
如相应订购单中明确规定软件为独立使用软件，则该软件可许可为独立使用。"**独立使用**"是指在相应订购单中规定为独立使用的、仅可与来自 SAP 或授权经销商、分销商或 SAP 的其他授权合作伙伴的同属于独立使用类别的其他软件或第三方软件，或由第三方许可的非 SAP 品牌的软件一起使用的软件（和任何相应的第三方软件）。

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. Standalone Use of Legacy SBOP Software
旧版 SBOP 软件的独立使用

3.3.1. Use of Legacy SBOP licensed for Standalone Use does require a Named User License in addition to the Package License for the actual Legacy SBOP. SBOP Software licensed from any resellers, distributors, OEMs or other third parties may be Used solely for Standalone Use, unless otherwise agreed by SAP in writing in the applicable Order Form. The only Named User types authorized to use Legacy SBOP licensed for Standalone Use are SAP Application Standalone Business Analytics Professional User, SAP Application Standalone BI Limited User, or SAP Application Business Information Viewer User, and such Use shall be in accordance with each individual's respective Named User type (and subject to the applicable Licensed Level(s) for such Software).
就独立使用授予许可的旧版 SBOP，除实际的旧版 SBOP 的包许可以外，还需要指定用户许可。除非 SAP 在相应的订购单中以书面形式明确同意，否则经任何经销商、分销商、OEM 或其他第三方许可的 SBOP 软件仅可供独立使用。只有 SAP Application Standalone Business Analytics Professional User、SAP Application Standalone BI Limited User 或 SAP Application Business Information Viewer User 是被授权使用旧版 SBOP 独立使用许可的指定用户类型，并应当依照每一个人各自的指定用户类型进行使用（且根据该软件的相应许可等级）。

3.4. Restricted License
受限制的许可

3.4.1. If Customer acquired the Software bundled or otherwise provided in combination with or for use with a third party product ("**OEM Application**") from a third party, Customer has acquired a Restricted License. Customer may use each licensed copy of the Software only in conjunction with the OEM Application with which it was provided. Accessing data that is not specifically created or necessary to enable the functionalities of the OEM Application is in violation of this license. If the OEM Application requires the use of a data mart or data warehouse, the OEM Application may be used with the data mart or data warehouse only to access data created or necessary to enable the functionalities of the OEM Application. Restricted Licenses may not be combined or used with unrestricted licenses.
如客户获得的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**"），则客户获得了一个"受限制的许可"。客户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。访问非专门为支持 OEM 应用程序功能所创建或必需的数据的，视为对本许可的违反。若 OEM 应用程序需要使用某数据集市或数据仓库，本 OEM 应用程序可以与该数据集市或数据仓库一起使用，但只能用来访问为支持 OEM 应用程序功能所创建或必需的数据。受限制的许可不得与无限制的许可混合使用或结合使用。

3.5. Subscription License
租用许可

3.5.1. Unless otherwise agreed in writing, if the Software is licensed on a subscription basis, Customer 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，如按租用的方式获得软件的许可，则客户被授予为期十二（12）个月的非独占且不可转让的软件使用许可，此许可可以逐年续租，续组价格为许可方当时的许可价格，续租期限也可以是双方约定的其他期限。

3.6. Development License
开发许可

3.6.1. Unless otherwise agreed in writing, if Customer receives a development license, Customer 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，如客户取得了一份开发许可，则客户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。

3.7. Update License
升级许可

3.7.1. 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。

3.8. Promotional License
促销许可

3.8.1. Unless otherwise agreed in writing, if Customer receives the Software as a special offer or promotional license ("**Promotional License**"), Customer may only use the Promotional Licenses with a new deployment. Promotional Licenses may not be added to or used with an existing deployment or project.
除非另有书面约定，如客户是以特惠销售或促销许可（"**促销许可**"）的方式获得软件的，则客户只能在新的部署中使用该促销许可。不得将促销许可添加到或用于某个现有的部署或项目。

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

3.9.1. 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 Customer 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，除非客户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”。

3.10. SAP Business One Software
SAP Business One 软件

3.10.1. Additional terms and conditions related to the licensing of SAP Business One Software, including applicable Metrics and Package restrictions, are stated in Exhibit 6. Use of third party database products with SAP Business One may be subject to additional terms and conditions required by SAP’s suppliers as set forth in Exhibit 4 (Pass-Through Terms for Third Party Databases).
附件 6 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。第三方数据库产品和 SAP Business One 的一同使用可能需遵循 SAP 供应商所要求的附加条款与条件，详见附件 4（第三方数据库的传递条款）的规定。

3.11. Packages with a Maximum List Price
有最高列表价限制的包

3.11.1. Some Packages have a maximum list price, which is reached once the Customer has licensed the maximum amount of sales units for that Package. Upon licensing the maximum amount of units, the Customer is granted by SAP a non-transferable right to use more than the licensed amount of units without further payment requirement.
有些包有最高列表价限制，客户针对这类包获得最大数量的销售单位许可后，即达到最高列表价限制。获得最大单位数量的许可后，SAP 会授予客户一项不可转让的权利，允许其使用超过许可的单位数量，无需支付额外费用。

4. VERIFICATION
验证

4.1.1. 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. Customer 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. The result of the measurement is to be transmitted online via the respective interfaces from 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）。客户可以使用 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。评估结果将通过相应接口或以机器可读的格式从客户的系统在线传输至 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 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 Customers with contracts from June 2014 and earlier. Such Customers may have licensed 1 of the following previous user types: mySAP.com Users, SAP Business Suite Users, SAP ERP Users, Individual SAP solutions Users, SAP Application Users, SAP BA&T Users.
针对 2014 年 6 月及之前与 SAP 签署合同的客户的重要说明。此类客户可能已获得先前的以下用户类型之一的许可：mySAP.com User、SAP Business Suite User、SAP ERP User、Individual SAP Solutions User、SAP Application User、SAP BA&T User。

5.1.3. Customers that have already licensed 1 or several of the above user types are permitted to license additional quantities of the same user types. Such Customers are not permitted to license SAP Named Users within their existing license contract.
已获得一种或多种上述用户类型许可的客户有权许可更多数量的相同用户类型。此类客户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。

5.3. Named User Exceptions
指定用户例外情况

5.3.1. Suppliers: When accessing the following SAP Software Packages, suppliers do not require Named User licenses:
供应商：访问以下 SAP 软件包时，供应商无需具备指定用户许可：

a) SAP Advanced Trade Management Analytics;
SAP Advanced Trade Management Analytics [高级贸易管理分析]；
b) SAP Advanced Trade Management Analytics, version for SAP BW/4HANA;
SAP Advanced Trade Management Analytics（SAP BW/4HANA 版）[高级贸易管理分析 SAP BW/4HANA 版]
c) SAP Customer Business Planning;
SAP Customer Business Planning [客户业务计划]；
d) SAP Customer Business Planning, version for SAP BW/4HANA;
SAP Customer Business Planning（SAP BW/4HANA 版）[客户业务计划 SAP BW/4HANA 版]
e) SAP Extended Sourcing;
SAP Extended Sourcing [扩展寻源]；
f) SAP Extended Procurement;
SAP Extended Procurement [扩展采购]；
g) SAP Supplier Self Services;
SAP Supplier Self Services [供应商自助服务]；
h) SAP Supplier Lifecycle Management;
SAP Supplier Lifecycle Management [供应商生命周期管理]；
i) SAP SRM Rapid Deployment Edition;
SAP SRM（快速部署版）[供应商关系管理快速部署版]；
j) SAP Supplier Collaboration;
SAP Supplier Collaboration [供应商协作]；
k) SAP Customer Collaboration;
SAP Customer Collaboration [客户协作]；
l) SAP Outsourced Manufacturing;
SAP Outsourced Manufacturing [外包生产]；
m) SAP Trade Promotion Planning and Management;
SAP Trade Promotion Planning and Management [贸易促销计划和管理]；
n) SAP Trade Promotion Planning and Management, version for SAP BW/4HANA;
SAP Trade Promotion Planning and Management（SAP BW/4HANA 版）[贸易促销计划和管理 SAP BW/4HANA 版]；
o) SAP Subcontractor Management for Consumer Products;
SAP Subcontractor Management for Consumer Products [消费品行业分包商管理]；
p) SAP Procurement for Public Sector;
SAP Procurement for Public Sector [公共部门采购]；
q) SAP Supplier Relationship Management & Logistics for Health Care.
SAP Supplier Relationship Management & Logistics for Health Care [医疗保健供应商关系管理和物流]。

5.3.2. Business Partners: When accessing the following SAP Software Packages, Business Partners do not require Named User Licenses:
业务伙伴：访问以下 SAP 软件包时，业务合作伙伴无需具备指定用户许可：

a) SAP Contract Lifecycle Management.
SAP Contract Lifecycle Management [合同生命周期管理]。

5.3.3. Employees: When accessing the following SAP Software Packages, Employees do not require Named User Licenses:
员工：访问以下 SAP 软件包时，员工无需具备指定用户许可：

a) SAP IT Service Desk Operation.
SAP IT Service Desk Operation [IT 服务台运营]。

5.3.4. Appraisers: When accessing the following SAP Software Package(s) appraisers do not require Named User Licenses:
评估师：访问以下 SAP 软件包时，评估师无需具备指定用户许可：

a) SAP Supplier Lifecycle Management.

5.3.5. Consumers or Constituents: Individuals who are not employees of Customer or Customer's Business Partners and who purchase or receive goods or services from Customer do not require Named User licenses unless otherwise set forth.
消费者或分支机构：非客户员工或客户业务合作伙伴员工的个人，此类个人在向客户购买或接收货物或服务时无需具备指定用户许可，除非另有规定。

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 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 Modification / Add-on of the GTC shall not apply to any Third Party Software Packages unless otherwise set forth. Customer 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 中的"修改/增强"一节不适用于任何第三方软件包。除非 SAP 以书面形式明确授权，否则客户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 licensed and the Order Form does not exclude any Packages licensed thereunder from such runtime database license, Customer may only Use the runtime database licensed pursuant an Order Form referencing these Use Terms in conjunction with its Use of the Packages licensed pursuant to such Order Form. In the event Customer Uses the licensed runtime database other than as specified in this paragraph, a full use license, including programming tools, must be licensed directly from an authorized vendor.
如运行时数据库获得许可，且订购单未从此类运行时数据库许可中排除任何据此许可的包，则客户只能将依据引用本使用条款的订购单许可的运行时数据库与依据此类订购单许可的包一起使用。如客户将许可的运行时数据库用作本节中指定用途以外的用途，则客户必须直接从授权的供应商处获得完整的使用许可，包括编程工具。

8.1.2. If a runtime database is licensed and the Order Form excludes certain Software Packages licensed thereunder from such runtime database license ("**Excluded Components**"), Customer may only Use the runtime database licensed pursuant an Order Form referencing these Use Terms in conjunction with its Use of the Packages licensed pursuant to such Order Form that are not Excluded Components. In the event Customer Uses the licensed runtime database other than as specified in this paragraph, a full use license, including programming tools, must be licensed directly from an authorized vendor.

如运行时数据库获得许可，且订购单从此类运行时数据库许可中排除某些据此许可的软件包（以下简称“**排除的组件**”），则客户只能将依据引用本使用条款的订购单许可的运行时数据库与依据此类订购单许可且不属于“排除的组件”的包一起使用。如客户将许可的运行时数据库用作本节中指定用途以外的用途，则客户必须直接从授权的供应商处获得完整的使用许可，包括编程工具。

8.1.2.1. The Excluded Components may require a database product.
排除的组件可能需要数据库产品。

8.1.2.2. Neither the Order Form nor the Agreement contain a license to use any database product, even where integrated or pre-installed as part of the Excluded Components;
订购单和协议均不得包含使用任何数据库产品的许可，即使该数据库作为排除的组件的一部分进行集成或预装；

8.1.2.3. 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。

8.1.2.4. 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。

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

8.1.3. If a runtime database is not licensed:
如运行时数据库未获得许可：

8.1.3.1. The Packages licensed pursuant to an Order Form referencing these Use Terms may require a database product.
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。

8.1.3.2. 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。

8.1.3.3. 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。

8.1.3.4. 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。

8.1.3.5. Customer is responsible for support and maintenance of any database product obtained from a third party vendor, and SAP has no responsibility in this regard.
客户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. DATABASE DEPLOYMENT AND COMMUNICATION RIGHTS AND RESTRICTIONS (SEGREGATED DATABASE LANDSCAPE)
数据库部署与通信权利和限制（隔离的数据库架构）

9.1. The following shall apply where Customer:
在以下情况下，适用以下条款：

a) licenses a third party runtime database “**TPD**” for Use with some, but not all, SAP Software Packages(s) or Named User(s) that are SAV relevant for such TPD; or
客户许可第三方运行时数据库（以下简称“**TPD**”），与部分但非所有 SAP 软件包或与此类 TPD 具有 SAV 关联的指定用户一起使用；和/或

b) licenses a TPD and any Package(s) having S/4 HANA in the Package name or otherwise identified in the Agreement as an S/4 HANA Package.
客户许可 TPD 以及任何名称中含有“S/4HANA”或在协议中被认定为“S/4HANA”包的软件包。

9.2. Notwithstanding anything to the contrary in the Agreement, where some of the Software and third party software (excluding “TPD”) licensed under the Agreement (“**SW**”) is licensed for Use with a TPD also licensed under the Agreement, and some SW is not licensed for Use with such TPD, the following deployment and communication rights and restrictions shall apply:
即使本协议中有任何相反规定，当依据协议许可的部分软件与第三方软件（“TPD”除外）（以下简称“**SW**”）经许可与依据协议许可的 TPD 一起使用，但部分 SW 未获许与此类 TPD 一起使用时，则适用下述部署与通信权利和限制：

9.2.1. Deployment Rights & Restrictions
部署权利和限制

a) As referenced herein, “**Technical Installation**” means a deployment of SW running on a unique database instance. Subject to any applicable SAP database license fees and terms forS/4HANA Packages in these Use Rights, SW licensed for Use with such TPD can be deployed in any of the following “**Installation Types**”:
在本协议中，“**技术安装**”是指部署基于唯一数据库实例运行的软件。在支付任何适用的 SAP 数据库许可费后，依据本使用权利中的 S/4HANA [ERP 商务套件]包条款规定，经许可与此类 TPD 一起使用的 SW 均可按以下任意一种“**安装类型**”进行部署：

i. “**Type 1 Installation**” means any Technical Installation upon which all SW deployed is licensed for Use with, and is running on, such TPD;
“**第 1 类安装**”是指在其中部署的所有 SW 经许可与此类 TPD 一起使用，并在此类 TPD 上运行的任何技术安装；

ii. “**Type 2 Installation**” means any Technical Installation upon which all SW deployed is licensed for Use with, but is not running on, such TPD; and,
“**第 2 类安装**”是指在其中部署的所有 SW 经许可与此类 TPD 一起使用，但不在此类 TPD 上运行的任何技术安装；以及

iii. “**Type 3 Installation**” means any Technical Installation upon which none of the SW, or only a portion of the SW, deployed is licensed for Use with such TPD, and therefore a TPD is not deployed or running.
“**第 3 类安装**”是指在其中部署的 SW 仅部分经许可与此类 TPD 一起使用，或任何 SW 都未经许可与此类 TPD 一起使用，因此并未部署或运行 TPD 的任何技术安装。

b) SW not licensed for Use with a TPD can only be deployed in Type 3 Installations and is subject to any applicable SAP database license fees. The Technical Installation(s) for each Installation Type must be separate from the Technical Installation(s) used for other Installation Types.
未经许可与 TPD 一起使用的 SW 仅可按第 3 类安装部署，并需缴纳任何适用的 SAP 数据库许可费。每种安装类型的技术安装都必须与其他安装类型所采用的技术安装区分开来。

9.2.2. Installation Communication Rights and Restrictions
安装通信权利和限制

a) Between Type 1 Installation and Type 2 Installation: Bi-directional communication (including data transfers) shall be permitted between SW or TPD in Type 1 Installations and SW in Type 2 Installations.
第 1 类安装和第 2 类安装之间的通信：允许在第 1 类安装的 SW 或 TPD 与第 2 类安装的 SW 之间进行双向通信（包括数据传输）。

b) Between Type 1 Installation and Type 3 Installation:
第 1 类安装和第 3 类安装之间的通信：

i. Database Level Communication: Communication (including data transfers) at the database level shall be limited to a one-time productive transfer of data ("Initial Data Load") directly from TPD in Type 1 Installation to SAP HANA Software in Type 3 Installation. For purposes of clarification, unlimited transfers of data directly from TPD in Type 1 Installation to SAP HANA Software in a separate, non-productive Type 3 Installation shall be permitted prior to conclusion of the Initial Data Load.
数据库级别通信：数据库级别通信（包括数据传输）应限于从第 1 类安装的 TPD 直接到第 3 类安装的 SAP HANA [内存计算平台]软件的一次性生产性数据传输（以下简称"初始数据加载"）。在此澄清，在签订初始数据加载协议之前，允许数据不受限制地从第 1 类安装的 TPD 直接传输到独立、非生产性第 3 类安装的 SAP HANA 软件。

ii. Application Level API Communication: Bi-directional communication (including data transfers) occurring via Application Level APIs is permitted. "**Application Level APIs**" mean those application programming interfaces delivered as part of the licensed SW, excluding all application programming interfaces/technologies when such interfaces/technologies are used to communicate with or replicate data at a database level.
应用程序级别 API 通信：允许通过应用程序级别 API 进行双向通信（包括数据传输）。"**应用程序级别 API**"是指作为已许可软件的一部分交付的应用程序编程接口，但用于在数据库级别传输或复制数据的所有应用程序编程接口/技术除外。

c) Between Type 2 Installation and Type 3 Installation:
第 2 类安装和第 3 类安装之间的通信：

i. SAP HANA Level Communication: Communication (including data transfers) at the SAP HANA Software level shall be limited to one-way transfers of data directly from SW in Type 3 Installations to SAP HANA Software in Type 2 Installations.
SAP HANA 软件级别通信：SAP HANA 软件级别通信（包括数据传输）应限于从第 3 类安装的 SW 直接到第 2 类安装的 SAP HANA 软件的单向数据传输。

ii. Application Level API Communication: Bi-directional communication (including data transfers) occurring via Application Level APIs is permitted.
应用程序级别 API 通信：允许通过应用程序级别 API 进行双向通信（包括数据传输）。

d) Other than those database level communication (including data transfer) rights permitted above, all communication (including data transfers) between any technology and any TPD must occur exclusively through Application Level APIs and not directly with such TPD.
除了上述允许的数据库级别通信（包括数据传输）权利之外，任何技术和 TPD 之间的所有通信（包括数据传输）必须只能通过应用程序级别 API 进行，不得直接与此类 TPD 进行通信。

10. STANDALONE USE FOR THIRD PARTY DATABASES
第三方数据库的独立使用

10.1. If an Order Form referencing these Use Terms includes a Standalone Use restriction:
如引用本使用条款的订购单包含独立使用限制：

10.1.1. The Packages licensed pursuant to an Order Form referencing these Use Terms may require a database product.
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。

10.1.2. 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 and/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和/或第三方软件的一部分进行集成或预装。

10.1.3. Each database product is subject to its respective vendor license agreement.
每个数据库产品受各供应商许可协议的约束。

10.1.4. 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.
对于直接从第三方供应商处获得的任何数据库产品的任何许可条款或运行状况，SAP 不作任何陈述或保证。

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

11. PASS-THROUGH TERMS
传递条款

11.1. Use of third party database products and directories may be subject to additional terms and conditions required by SAP's suppliers as set forth in Exhibit 4 "Pass-Through Terms for Third Party Databases" and Exhibit 5 "Pass-Through Terms for Directories" respectively.
第三方数据库产品和目录的使用可能需遵循 SAP 供应商所要求的附加条款与条件，详见附件 4 "第三方数据库的传递条款" 和附件 5 "目录的传递条款" 的规定。

12. OPEN SOURCE SOFTWARE
开放源软件

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

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

13.1. 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**").
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**"）。

13.2. It is Customer's responsibility to determine the feasibility of using SAP Best Practices as a basis for its own customizations and parametrizations of the SAP Software in a productive environment.
客户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。

14. SAP TOOLS
SAP 工具

14.1. The Software, particularly the ABAP Workbench and SAP NetWeaver, contains software tools. Customer may only use these tools to program Modifications or to create Add-ons to the SAP 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。客户仅可使用前述工具根据协议对 SAP 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。

15. FUNCTION MODULES
功能模块

15.1. 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 Customer 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。客户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。

Exhibit 1 - Legacy SBOP Software
附件 1 — 旧版 SBOP 软件

Legacy SBOP
旧版 SBOP

Business Intelligence **SAP BusinessObjects Business Intelligence [商务智能]**
SAP BusinessObjects BI Starter Package SAP BusinessObjects BI 启动包
SAP BusinessObjects BI Package (CPU) SAP BusinessObjects BI 包（CPU）
SAP BusinessObjects BI Package (user) SAP BusinessObjects BI 包（用户）

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 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。

1.2. **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。

1.3. **SAP Professional User** is a Named User authorized to perform operational related and system administration / management roles supported by the licensed Software (excluding SBOP) and also includes the rights granted under the the SAP Project User, SAP Logistics User, SAP Industry Portfolio User, SAP Retail User, SAP Worker User, and SAP Business Partner User.
SAP Professional User 是指经授权执行许可软件（不包括 SBOP）支持的与操作相关的系统管理角色的指定用户，并且包含了对 SAP Project User、SAP Logistics User、SAP Industry Portfolio User、SAP Retail User、SAP Worker User 和 SAP Business Partner User 授予的权利。

1.4. **SAP Project User** is a Named User authorized to perform 1 or more of the following roles supported by the licensed Software (excluding SBOP):
SAP Project User 是指经授权执行许可软件（不包括 SBOP）支持的下列一个或多个角色的指定用户：

a) project management, including project-related resource management, project-related creation, change and display of quotation, order and billing in SAP ERP, accounting on individual projects, creation of project-related purchase requests, purchase orders and service entry sheets;
项目管理，包括项目相关的资源管理，在 SAP ERP 中对报价、订单和账单进行项目相关的创建、更改和显示，对单个项目进行会计核算，创建项目相关的采购申请、采购订单和服务输入表；

b) product and project related reporting;
产品和项目相关报告；

c) managing project-related revenues and expenses;
管理项目相关收入与支出；

d) viewing Accounts Receivable (A/R) General Ledger (G/L) postings;
查看应收账款（A/R）、总分类账（G/L）过账；

e) controlling access and releasing product data and recipes in collaborative product development scenarios;
在协同产品开发场景中，控制产品数据与配方的访问和发布；

f) viewing and approving changes through engineering records;
通过工程记录查看和审核变更；

g) managing change through engineering records;
通过工程记录管理变更；

h) collaborating in cFolders and;
在 cFolders 中协作；

i) interfaces to 3rd party authorized authoring tools.
与第三方授权的创作工具建立连接。

The SAP Project User also includes the rights granted under the SAP Manager Self-Service User.
SAP Project User 还包含对 SAP Manager Self-Service 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 Customer'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 Customer's SAP Portal). As used in this ESS Core User definition:
此外，SAP Employee Self-Service (ESS) Core User 还有权访问存储在客户的"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客户的 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 Customer 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"是指客户使用 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 Logistics User is a Named User solely authorized to perform the following tasks for the applicable licensed Software (excluding SBOP):
SAP Logistics User 是指经授权仅可针对适用许可软件（不包括 SBOP）执行以下任务的指定用户：

a) **Transportation Management**: To look up a freight contract, tracking a certain shipment and similar activities, update master data (rates, lanes, locations), manage transportation request entries, transportation planning, responding to RFP (request for proposal) for viewing and confirmation of events, charge calculation verification and similar activities.
运输管理：查找货运合同、跟踪特定装运活动和类似活动、更新主数据（费率、线路、地点）、管理运输请求输入、执行运输计划、对 RFP（征求建议书）做出回应、查看和确认事件、验证费用计算和类似活动。

b) **Warehousing**: To confirm goods receipts and put away, deconsolidate goods upon receipt, pick at pick points, manage stock movements including replenishment, perform production staging and enter physical inventory counts, packing, or confirming VAS (value added services) and perform scheduling activities for dock door appointments. The SAP Logistics Users may access the Software through radio frequency mobile devices.
仓库：确认收货和入库、收货拆箱、拣配点拣配、管理库存移动（包括补货）、执行生产备货和输入库存盘点计数、包装或确认 VAS（增值服务）以及针对收发货区域预约执行调度活动。SAP Logistics User 可通过无线射频移动装置访问软件。

c) **Track and Trace**: To view a serialized and/or any tracked object, such as querying its current or past location or ascertaining product genealogy; to access product traceability solutions, to report goods movement or view traceability reports, To view the status of defined supply chain events, expected or unexpected, e.g. delayed shipment of a sales order, change to a purchase order confirmation and to perform confirmation of or changes to supply chain events, e.g. update a change to a production order date or quantity.
跟踪和追溯：查看序列化的和/或任何跟踪的对象，例如查询其当前或过去的位置，或者确定产品系列；访问产品可追溯性解决方案、报告货物移动情况或查看可追溯性报告；查看既定供应链事件（预期或意外）的状态，例如销售订单的延迟装运、采购订单确认变更；确认或更改供应链事件，例如更新对采购订单日期或数量所做的更改。

d) **Direct Store Delivery**: To support capabilities in the Logistics Execution - Direct Store Delivery backend that enables specific DIrect Store Delivery functionality for: Master Data; Deal Conditions; Visit Control; Transportation Planning; Vehicle Space Optimization; Loading Confirmation; Output Control; Reload; Stock Visibility; Route Accounting.
店铺直送：用于支持"物流执行 - 店铺直送"后端中的功能，该后端支持针对以下领域的特定店铺直送功能：主数据；交易条件；访问控制；运输计划；车辆空间优化；装车确认；出货控制；重新装车；库存可视性；路线规划。

e) **Yard Logistics**: To confirm arrival and departure of transports, plan yard activities, perform pick-up planning, execute movements in the yard, perform washing and other additional activities, docking and undocking at gates, record measurements, manage stock in the yard and perform scheduling activities for dock door appointments
堆场物流：确认货运到站和出站信息，计划堆场活动，执行拣货计划、堆场内的货物移动、清洗和其他活动，入坞和出坞，记录评估结果，管理堆场库存，以及针对收发货区域预约执行调度活动。

For Customer employees, the SAP Logistics User also includes the rights granted under the SAP Employee User
对于客户的员工，SAP Logistics User 还包含对 SAP Employee User 授予的权利。

2.5. SAP Worker User is a Named User working in Customer's production facilities or as a maintenance worker who is solely authorized to perform 1 or more of the following roles supported by the licensed Software (excluding SBOP):
SAP Worker User 是指在客户的生产车间内工作或进行维护的指定用户，此类指定用户仅有权执行许可软件（不包括 SBOP）支持的以下一项或多项角色：

a) display work instructions, and document activities and operations;
显示工作说明，记录活动和操作；
b) confirm goods receipts, goods issues, stock movements and completion confirmations into maintenance work orders;
确认收货、发货、库存移动和确认完成维护工作订单；
c) enter production order confirmations;
输入产品订单确认信息；
d) record product or production information, e.g. quality inspection results or plant/process/equipment data;
记录产品或生产信息，例如，质量检验结果或工厂/流程/设备数据；
e) enter production issues and related service requests;
输入生产问题和相关服务请求；
f) submit purchase requisitions for tools, spare parts for production equipment, etc…;
提交生产设备所用工具和备件的购买申请等；
g) confirm maintenance notifications;
确认维护通知；
h) enter service requests and service entry sheet;
输入服务申请和服务输入表；
i) any maintenance activities, reporting or dash-boarding related to the items set forth above.
执行与前述项有关的任何维护活动，或生成与之相关的报表或仪表盘数据。

The SAP Worker User also includes the rights granted under the SAP Employee User.
SAP Worker User 还包含对 SAP Employee User 授予的权利。

2.6. SAP Business Partner User is a Named User who is an employee of a Business Partner accessing the licensed Software (excluding SBOP) solely to perform operational related tasks within standard business-to-business scenarios.
SAP Business Partner User 指定用户是指仅出于执行标准企业对企业方案中与操作相关的任务而访问许可软件（不包括 SBOP）的业务合作伙伴的员工。

2.7. SAP Manager Self-Service User is a Named User authorized to perform 1 or more of the following manager self-services roles:
SAP Manager Self-Service User 是指经授权执行以下一项或多项经理自助服务角色的指定用户：

a) request administrative changes using processes and forms contained within Human Capital Management;
请求使用 SAP Human Capital Management [人力资本管理]中包含的处理程序与表格进行的管理变更；
b) create requisition requests and candidate assessments;
创建申请书请求及候选人考核；
c) perform talent assessments and appraisals;
实施人才考核与评估；
d) plan and approve compensation;
计划及审批薪酬；
e) view budget overviews;
查看预算概览；
f) organize project management tasks;
组织项目管理任务；
g) perform planning tasks;
执行计划任务；
h) approve travel requests and expenses; and
审批差旅请求与费用；以及
i) perform HR and procurement workflow tasks related to the manager's direct report or business unit/department.
执行与经理的直接下属或业务单元/部门相关的 HR 和采购工作流任务。

These roles must be directly related to the employees and business unit/department for which the manager is responsible, supported by the licensed Software (excluding SBOP), and related to Human Capital Management only. The SAP Manager Self-Service User also includes the rights granted under the SAP Employee User.
此类角色必须与经理负责的员工和业务单元/部门直接相关，由许可软件（SBOP 除外）提供支持且仅与 Human Capital Management 相关。SAP Manager Self-Service User 还包含对 SAP Employee User 授予的权利。

3. SAP NAMED USER – INDUSTRY
SAP 指定用户 — 行业

3.1. SAP Industry Portfolio User is a Named User solely authorized to access the specified industry packages on SAP's price list, provided that those packages are licensed. The SAP Industry Portfolio User is not entitled to access other SAP solutions or solution components. The SAP Industry Portfolio User also includes the rights granted under the SAP Employee User.
SAP Industry Portfolio User 是指经授权仅可访问 SAP 价目表中指定行业包的指定用户，前提是这些包已授予许可。SAP Industry Portfolio User 无权访问其他 SAP 解决方案或解决方案组件。SAP Industry Portfolio User 还包含对 SAP Employee User 授予的权利。

3.2. External business partners in the Insurance industry collaborating with the Customer need to be licensed as SAP Industry Portfolio Users. Those business partners are not entitled to access other SAP solutions or solution components besides the specified industry packages.

与客户合作的保险行业的外部业务合作伙伴需要获得 SAP Industry Portfolio User 许可。除特定的行业包外，这些业务合作伙伴无权访问其他 SAP 解决方案或解决方案组件。

3.3. SAP Retail User is a Named User working in Customer's retail store as an associate who is solely authorized to perform non-managerial retail store / point-of-sale related roles supported by the licensed Software (excluding SBOP) and also includes the rights granted under the SAP Employee User.
SAP Retail User 是以同事身份在客户的零售店内工作的指定用户，此类用户仅有权执行许可软件（不包括 SBOP）支持的与非管理性零售店/销售点相关的角色，并且包含了对 SAP Employee User 授予的权利。

4. SAP NAMED USER - PLATFORM USER
SAP 指定用户 — PLATFORM USER

4.1. SAP Platform User is a Named User authorized to Use licensed Software through a separate SAP, Partner, or Customer application that connects to and/or communicates with SAP Software through published SAP application programing interfaces.
SAP Platform User 是指经授权通过单独的 SAP、合作伙伴或客户应用程序使用许可软件的指定用户，这些应用程序借助已发布的 SAP 应用程序编程接口与 SAP 软件连接和/或通信。

Remaining Metrics
其余指标
Remaining metrics – A
其余指标 — A

5. ASSETS
资产

5.1. Assets are master records defined for pieces of equipment that the Customer has identified in their system, as being critical to their operations that will be modelled and monitored by the software. An equipment master record can be configured as a single item (e.g. a crane), or as a "multi-part equipment" (which could have, e.g., 100 drilling machines in inventory), in both cases only 1 equipment master record is counted for pricing.
资产是指针对客户在其系统中标识的设备定义的主记录，这些主记录对于客户将通过软件建模和监控的操作至关重要。一项设备主记录可配置于一个单件物品上（如升降设备），或作为一个"多部件设备"（例如，在库存中可能有 100 个钻床），在这两种情况下，仅以一项设备主记录作为定价基础。

5.2. Assets under management of the insurance company which uses the product is the sum of all relevant financial assets as disclosed in the latest annual statement of the legal entity in a fiscal year.
使用该产品的保险公司的管理资产是该法人实体在一个财政年度内发布的最新年度报表中披露的所有相关财务资产的总和。
If Customer does not disclose a comprehensive annual statement, Customer must report the respective information to SAP on an annual basis.
若客户未披露综合年度报表，则必须按年向 SAP 呈报相关信息。
If the product is licensed only for a subdivision of the insurance company, the respective license contract requires an explicit definition.
若该产品仅对保险公司的分支机构授予许可，则需要在相关许可合同中明确规定。
For non-Insurance companies, the revenue of the company is used as the basis for the calculation of the price.
对于非保险公司，公司收入用作价格计算的基础。

Remaining metrics – B
其余指标 — B

6. BARREL OF OIL EQUIVALENT PER DAY (BOEPD)
每日石油桶数等值（BOEPD）

6.1. Barrel of Oil Equivalent per Day (BOEPD) is a unit of measure used in the oil and gas industry that allows aggregating the produced, scheduled or sold quantities of hydrocarbons from both conventional and unconventional sources over the prior 12 month consecutive months.
每日石油桶数等值（BOEPD）是石油和天然气行业中使用的一种计量单位，它将之前连续十二（12）个月来自传统和非传统渠道的碳氢化合物的产出量、计划量或销售量汇总在一起。

7. BUDGETS
预算

7.1. Total annual budgets are the total annual public sector budgets of the Customer (i.e. agency, institution, program or department) based on current budget period.
年度总预算是指客户（即代理、机构、项目或部门）公共部门在当前预算期间的年度总预算。

8. BUSINESS PARTNERS
业务合作伙伴

8.1. Business Partners are natural persons, a group of persons, or juridical persons who have any kind of a business relationship with a company or a public sector agency. The number of Business Partners counted for pricing the solution is limited to the context of the Software being licensed.
业务合作伙伴是指与公司或公共部门机构具有任何类型的业务关系的自然人、自然人群体或是法人。能够影响解决方案定价的业务合作伙伴的数量受到许可软件的限制。

8.1.1. For online application submission management: Business partners is defined as:
对于在线应用程序提交管理：业务合作伙伴的定义如下：

- **For banking customers** as the number of customers with financial transactional data within the last 2 years.
  对于银行客户，是指最近两年内具备财务交易数据的客户数。
- **For insurance customers** as the number of insurants
  对于保险客户，是指投保人数。
- **For Public Sector customers** as citizens
  对于公共部门客户，是指市民。

Remaining metrics – C
其余指标 — C

9. CASH FLOWS
现金流

9.1. Cash flows are the total number of cash flow transactions (payment or receipt) processed by the application per day. (Note that for receipts there would usually be 2 cash flow transactions, i.e. expected receipt and actual receipt). The max. number of cash flows per day is the basis for the measurement.
现金流是指应用程序每天处理的现金流交易（收付款）总额。（请注意，收款通常有两次现金流交易，即预计收款和实际收款）。每天的最大现金流数作为计算基础。

10. CONTACTS
联系人

10.1. Contacts are number of unique records of customers, prospects, employees, business partners, constituents and/or commission recipients within the context of the Software.
联系人是指与软件有关的客户、潜在客户、员工、业务合作伙伴、分支机构和/或佣金收款人的唯一记录数。

11. CONTRACTS
合同

11.1. Contracts are the contracts (used in all functions including procurement, sales, legal, partner management, HR, real estate, and all other functions of the organization.) the company plans to address within the application.
合同是指（采购、销售、法律、合作伙伴管理、人力资源、不动产等所有职能部门以及组织中所有其他职能部门使用的）公司计划在应用程序中处理的合同。

11.1.1. For Utility Industry: Contracts are agreements between a utility company and a business partner to provide services to the business partner. Thereby a separate contract has to be set up for each service provided, for which the utility company has a legal contract with its customer (e. g. a utility company provides a business partner with electricity, area lighting, gas, and district heating, thus four separate contracts have to be set-up). All contracts stored in the system with an ending date later or equal to the system date are taken into consideration.
对于公用事业：合同是指公用事业单位与某一业务合作伙伴之间就向该业务合作伙伴提供服务签订的协议。因此，双方必须针对公用事业单位通过与其客户签署法律合同而提供的每项服务签署单独的合同（例如，公用事业单位向业务合作伙伴提供电、区域照明、天然气和区域供暖，因此必须签署四份单独的合同）。系统中存储的、结束日期晚于或同于系统日期的所有合同均考虑在内。
For the sectors below the following division categories of the SAP Utilities system need to be considered:
对于以下细分领域，必须考虑 SAP Utilities [公用事业]系统的以下细分类别：

- Energy:
  能源：
- Electricity
  电
- Gas
  气
- District heating
  区域供暖
- Waste Management
  废弃物管理
- Mutual help
  互助式资源
- For all sectors
  适用于所有细分领域
- Water:
  水：
- Water
  饮用水
- Waste Water
  污水

11.1.2. For prepayment for utilities for SAP S/4HANA: Contracts contain all utility contracts which are operated via prepayment.
对于面向 SAP S/4HANA 的公用事业预付款[面向 ERP 商务套件的公用事业预付款]：合同包括所有通过预付款运营的公用事业合同。

11.1.3. For Banking Industry: Contracts are made by a bank with natural persons (retail) or legal persons (commercial). A contract can be e.g. an account, a term deposit, a loan, an OTC-derivative, an FX forward, a money market transaction or a position in exchange-traded instruments. Accounts and loans managed in external systems, included in a master contract, part of a collateral agreement or set-up for tax calculation are to be taken into account. In the context of refinancing, only managed contracts classified as available assets are to be licensed.
对于银行业：合同是指银行与自然人（零售行业）或法人（商业）订立的合同。举例来说，此类合同可以是账户、定期存款、贷款、场外交易衍生工具、远期汇款、货币市场交易或交易所交易工具头寸。由内部系统管理的账户和贷款（包括主合同、担保协议的部分内容或税收计算规则）也应列入合同范围。在再融资的情况下，仅划分为可用资产的托管合同会进行许可。
Contracts include:
合同包括：

- loans or mortgage products
  贷款或抵押产品
- deposits, savings or current accounts (including internal accounts)

存款、储蓄或往来账户（包括内部账户）

- Derivatives, which are financial instruments whose value is based on another security
  衍生产品是指金融工具，其价值以另一证券的价值为基础
- Securities transactions, e.g. spot plus forward deals, money marked/foreign exchange transactions, etc.
  证券交易是指现货交易和远期交易、货币市场交易/外汇交易等等

Contracts for leasing are operational, finance, capital leases, hire purchases, loans and/or other contracts which are processed in the solution
租赁合同是指解决方案中处理的运营、财务、资本租赁、分期付款、贷款和/或其他合同

Contracts for refinancing can additionally be credit cards, drawings in a syndicate loan or trade receivables.
再融资合同还可以是信用卡、银团贷款提款或贸易应收帐款。

11.1.4. For SAP S/4HANA for financial products subledger, banking option: Contracts are agreements between a financial institution and a natural or legal person. Contracts may be included in a master contract or be part of a collateral agreement. Measurement process depends on the financial instrument of the banking business:
对于面向金融产品分类账的 SAP S/4HANA 银行业选项[面向金融产品分类账的 ERP 商务套件银行业选项]：合同是指金融机构与自然人或法人之间签订的协议。合同可以包含在主合同中，也可以作为抵押协议的一部分。合同评估流程取决于银行业务采用的金融工具：

a) Loans or mortgage products, (time) deposits, (internal) accounts such as cash accounts or checking accounts, derivatives traded OTC such as swaps, forward deals, money marked/foreign exchange transactions, securities traded OTC such as bonds, that are received by or transmitted through the application are counted per contract.
通过应用程序接收或传输的贷款或抵押产品、（定期）存款、（内部）账户（如现金账户或支票账户）、场外交易的衍生工具（如掉期、远期交易、货币市场交易/外汇交易）、场外交易证券（如债券），这些均按合同计算。

b) Exchange traded financial instruments (shares, bonds, futures, options, warrants) related to such securities, that are received by or transmitted through the application are counted by applying a factor of 0.2 to convert the number of transactions into the number of contracts (5 transactions equate to 1 contract).
通过应用程序接收或传输的与此类证券相关的交易所交易金融工具（股票、债券、期货、期权、权证），此类合同在计算时乘以 0.2 的系数，将交易数转换为合同数（5 笔交易相当于 1 份合同）。

c) Imported subledger documents are counted by applying a factor of 0.2 to convert the number of subledger documents into the number of contracts (5 imported subledger documents equate to 1 contract).
导入的子分类账凭证在计算时乘以 0.2 的系数，将子分类账凭证数转换为合同数（5 个导入的子分类账凭证相当于 1 份合同）。

12. CORES
内核

12.1. 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。

13. COSTS
成本

13.1. Asset retirement obligation cost estimations are the volume of the cost estimations which are handled in the solution. The cost estimation volume is equal to the total of the settlement values (expected costs at the estimated retirement date) of all cost estimation items of the cost estimation plans of all asset retirement obligations, which are handled by SAP Asset Retirement Obligation Management. If the Customer is using more than 1 accounting principle, the cost estimation volume is calculated separately for every accounting principle. The maximum of these values will be used for pricing. The cost estimation volume is determined based on the volume, which is valid at the fiscal year end date. Only asset retirement obligations, which are active at this date, will be considered.
资产报废负债估价是指在解决方案中处理的估价数量。 估价量等于由 SAP Asset Retirement Obligation Management [资产报废负债管理]处理的所有资产报废负债的估价计划的所有估价项目的总结算价值（在预计报废日的估计价格）。如客户使用的会计准则超过一种，每种会计准则的估价量分开计算。这些价值的最大值将被用于定价。估价量依照于财政年度结束日有效的量决定。只有在当日活跃的资产报废负债方纳入考虑范围。

13.2. Costs of goods sold are all expenses directly associated with the production of goods or services the company sells (such as material, labor, overhead, and depreciation) annually. It does not include selling, general and administrative expenses or research & development. If cost of goods sold is unknown, then it shall be equal to 70% of total company revenue.
销货成本是指与公司每年出售的货物或服务生产直接相关的所有费用（例如物料、劳动力、开销和折旧）。它不包括销售及日常行政费用或研发费用。如销货成本未知，则它应等于公司总收入的 70%。

13.2.1. For Service Parts Planning: Costs of goods sold refers to the inventory value for the service parts business.
对于 SAP Service Parts Planning [维修零件计划]：销货成本是指维修零件业务的库存值。

Remaining metrics – D
其余指标 — D

14. DATABASE SIZES

数据库大小

14.1. 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。

14.2. 1.5 Terabyte accumulated database sizes are the database sizes of all productive SAP systems where the Customer uses SAP Landscape Transformation.

1.5 万亿字节累计数据库大小是指客户在其中使用 SAP Landscape Transformation [架构转换]的全部生产 SAP 系统的数据库大小。

15. DEPLOYMENTS

部署

15.1. 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 (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（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。

16. DEVICES

设备

16.1. 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。

16.1.1. 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。

17. DOCUMENTS

凭证

17.1. 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。

17.2. For SAP solutions by OpenText: Documents are single instances of the data file processed by the product annually as counted by the solution. Examples of documents are: invoices, sales orders, order confirmations and remittance advices.

对于 SAP OpenText 解决方案：凭证是指产品每年处理的数据文件的单个实例，按解决方案计算。凭证示例包括发票、销售订单、订单确认函和汇款通知单。

17.2.1. For S/4HANA for waste and recycling by PROLOGA: SAP counts as Documents:

对于面向废物处理和回收的 SAP S/4HANA [面向废物处理和回收的 ERP 商务套件]：SAP 凭证是指：

a) a record that represents a day order for waste disposals processed by this solution; and/or
该解决方案处理的废物处理日订单的记录；和/或

b) additional disposal documents processed by the solution.
该解决方案处理的其他处理凭证。

17.3. For SAP S/4HANA Utilities extensions for meter to cash processes by PROLOGA, SAP counts the following as Documents:

对于 PROLOGA 提供的面向计量到收款流程的 SAP S/4HANA Utilities 扩展功能，SAP 将以下各项视为凭证：

a) “Points of Delivery” (PoDs) related to gas installations whereas 5.000 PoDs represent 1 Document;
与加气站相关的“交付点”（PoD），其中 5,000 个交付点为 1 个凭证；

b) “Meter Reading documents” downloaded to mobile order management whereas 100.000 Meter Reading documents represent 1 Document;
已下载到移动订单管理的“抄表文档”，其中 100.000 份抄表文档为 1 个凭证；

c) Received “Nominations” whereas 2.500 Nominations represent 1 Document;
收到的“待交付气量通知”，其中 2.500 份待交付气量通知为 1 个凭证；

d) “Shippers” (Marketers) assigned in the system whereas 10 Shippers represent 1 Document.
在系统中指定的“发货方”（营销商），其中 10 个发货方为 1 个凭证。

17.4. Public Documents are defined as any object that can execute fully on the SAP BusinessObjects BI Platform. This includes: Web Intelligence document, Crystal Report, Explorer information space, Analysis for OLAP workspace, Dashboard, Design Studio template, Lumira document.
公开凭证是指可完全在 SAP BusinessObjects BI 平台执行的任何对象。其中包括：Web Intelligence 凭证、Crystal 报表、Explorer 信息空间、Analysis for OLAP 工作区、仪表盘、Design Studio 模板、Lumira 凭证。

17.5. Documents for SAP Digital Access and/or Documents for SAP S/4HANA Digital Access (Documents are defined below and categorized within the following Document Types):
SAP Digital Access [数字访问]和/或 SAP Digital Access for SAP S/4HANA [面向 ERP 商务套件的数字访问]的凭证（凭证定义参见下文，并分为以下几种凭证类型）：

17.5.1. Sales Document is:
销售凭证是指：

a) a line item record that represents the material and/or service being sold or quoted; and/or
正在出售或报价的物料和/或服务的行项目记录，和/或

b) a record that represents an individual order/release against a scheduling agreement which indicates the material and/or service being sold.
依据计划协议下达的单份订单的记录，该计划协议会标明正在出售的物料和/或服务。

17.5.2. Purchase Document is:
采购凭证是指：

a) a line item record that represents the material and/or service being ordered or requested; and/or
正在订购或申请的物料和/或服务的行项目记录，和/或

b) a record that represents the release against a scheduling agreement which indicates the material and/or service being procured.
依据计划协议下达的订单的记录，该计划协议会标明正在采购的物料和/或服务。

17.5.3. Invoice Document is a line item record that represents the material and/or service being billed. For SAP S/4HANA Digital Access only, an Invoice Document shall also include a line item record that represents a description of the material being purchased, including the material name, number and quantity of the material.
发票凭证是指正在开票的物料和/或服务的行项目记录。仅对于 SAP Digital Access for SAP S/4HANA 而言，发票凭证还应包括说明正在采购的物料的行项目记录，其中标明了物料的名称、编号和数量。

17.5.4. Manufacturing Document is:
生产凭证是指：

a) a record which represents the production-related details associated with manufacturing a material, including: the type, quantity and color of what to produce, when to produce it, where to produce it and/or other distinguishing characteristics; and/or
生产相关细节的记录，这些细节涉及物料的生产，包括要生产的物料的类型、数量和颜色、生产时间、生产地点和/或其他显著特征；和/或

b) a record that represents a confirmation which indicates the status of the processing activities associated with manufacturing orders.
确认的记录，该确认会说明与生产订单有关的处理活动的状态。

17.5.5. Material Document is a line item record that represents a specific material being received, issued or transferred to, from or within a storage location or plant.
物料凭证是指行项目记录，其代表存储位置或工厂中收到、发出、转出或转入该存储位置或工厂的特定物料。

17.5.6. Quality Management Document is:
质量管理凭证是指：

a) a record that represents the details of a nonconformance being reported including the information required for problem solving; and/or
正在报告的不合格细节的记录，包括解决问题所需的信息；和/或

b) a record that represents results of an inspection.
调查结果的记录。

For S/4HANA Digital Access only: a Quality Management Document shall also include a record that represents the details of a nonconformance.
仅对于 SAP Digital Access for SAP S/4HANA 而言：质量管理凭证还应包括不合格细节的记录。

17.5.7. Service & Maintenance Document is:
服务和维护凭证是指：

a) a record that represents the details of work to be performed including the information needed to plan, execute and bill for a service or maintenance request; and/or
要执行的工作细节的记录，包括对服务或维护请求进行规划、执行和计费所需的信息；和/或

b) a record that represents the details of a problem being reported including the information required for problem solving; and/or
正在报告的问题细节的记录，包括解决问题所需的信息；和/或

c) a record that represents the status of the processing associated with service orders and maintenance orders; and/or
服务订单和维护订单处理状态的记录；和/或

d) a record that represents a claim by a customer for repair or replacement or compensation for under-performance, pursuant to terms in a warranty document.
索赔的记录，该索赔是指由客户依据保修文件中的条款就表现欠佳提出的维修或置换或补偿。

17.5.8. Financial Document is a line item record that represents accounting information in a financial journal.
财务凭证是指财务日记账中会计信息的行项目记录。

17.5.9. Time Management Document is:
时间管理凭证是指：

a) a record that represents an employee's time worked and assigned to business related objects; and/or
员工工作和分配到业务相关对象的记录；和/或

b) a record that represents deviations from an employee's assigned work schedule and/or pay rate.
记载分配给员工的工作时间表和/或工资标准偏差的记录。

17.6. For SAP Document and Reporting Compliance, on-premise edition: Documents mean electronic documents created, transmitted or received by or through the product annually. Examples of documents are: customer invoice, vendor invoice, credit memo, purchase order, dispatch advice, transport document, transport registration request, invoice registration request, document summary, tax certificate, tax report.
对于 SAP Document and Reporting Compliance（本地版）[凭证与报表合规性本地版]：凭证是指每年通过或经由产品传输或收到的电子凭证。凭证示例包括客户发票、供应商发票、贷项凭证、采购订单、发货通知、运输凭证、运输登记请求、发票登记请求、凭证摘要、税务证明、税务报告。

Remaining metrics – E
其余指标 — E

18. EMPLOYEES
员工

18.1. Employees are individuals, working for a company or legal entity that is licensing the functionality of the package, regardless of employment status (e.g. part time, full time, leave of absence or contract worker).
员工是指为授予包功能许可的公司或法人实体工作的个人，无论其雇佣状态（例如，兼职、全职、休假、合同工）如何。

18.1.1. For SAP S/4HANA Defense & Security: Employees are the numbers of full time equivalents (FTE) employed in the organization – including military and civilian personnel & reserve. They are calculated as: Weighted Size = Military Personnel x 1.0 + Reserve x 0.5 + Civilian x 0.5
对于 SAP S/4HANA Defense & Security [国防和安全]：员工是指组织中雇佣的全职当量（FTE）数量，其中包括军事人员、文职人员及储备人员。计算方法为：加权大小 = 军事人员 x 1.0 + 储备人员 x 0.5 + 文职人员 x 0.5

19. ENTITIES
实体

19.1. Entities are the total number of legal entities that have to be incorporated into the financial account closing activity.
实体是指需纳入财会结算活动的法律实体的总数。

19.2. For SAP Document and Reporting Compliance for S/4HANA: Entities mean the number of all company codes in a reporting country for which the solution generates or receives electronic documents or reports within a contract year. Each company code and country code combination is counted as an individual entity.
对于 SAP Document and Reporting Compliance for SAP S/4HANA [面向 ERP 商务套件的凭证与报表合规性]：实体是指解决方案在一个合同年内为其生成或接收电子凭证或报表的报告国家/地区中所有公司代码的数量。每个公司代码和国家/地区代码组合算作一个单独实体。

Remaining metrics – F
其余指标 — F

20. FLAT FEE
固定费用

20.1. Flat fee is the fixed package license fee for the software.
固定费用是指软件固定的包许可费。

Remaining metrics – G
其余指标 — G

21. GIGABYTES
十亿字节

21.1. Gigabytes (GB) refer to the storage capacity equivalent to 1024^3 bytes.
十亿字节（GB）是指等同于 1024^3 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

22. INSTALLATIONS
安装程序

22.1. Installations are instances of the software installed at a designated device.
安装程序是指指定设备中安装的软件实例。

23. INSTANCES
实例

23.1. 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。

24. ITEMS
物品

24.1. Items represent entities managed in the Software.
物品是指在软件中管理的实体。

24.1.1. For card management and SAP S/4HANA for card management: Items are the number of active cards stored in the system per calendar year.

对于银行卡管理和面向银行卡管理的 SAP S/4HANA [面向银行卡管理的 ERP 商务套件]：物品是指每日历年中，存储在系统中的活跃卡的数量。

24.1.2. For Extended Warehouse Management: Shipper Scenario - Items are delivery line items. A delivery is the documentation for a shipment sent to/ from a warehouse location to/from a destination (customer, vendor or other plant/location). The items of the delivery are the unique material codes irrespective of quantity shipped under that delivery. The average per day is based on the active days over the period of 1 year.
对于 SAP Extended Warehouse Management [扩展仓库管理]：发货方业务场景 — 物品是指交货单行项目。交货单是从仓库位置向目的地（客户、供应商或其他工厂/位置）发货或者从目的地向仓库位置发货的装运凭证。交货单物品是唯一的物料代码，与要交付的已装运物料的数量无关。日均量基于一年中的有效天数。
Transit Warehousing scenario - For the transit warehousing scenario, Items are the packaging items (Handling Units) moved through the system from origin to destination. The packaging items are counted only once in this process. The average per day is based on the active days over the period of 1 year.
中转仓库业务场景：对于中转仓库业务场景，物品是指通过系统从起始地移动至目的地的包装项目（处理单元）。在此流程中，包装项目仅计算一次。日均量基于一年中的有效天数。

24.1.3. For SAP S/4HANA for accounting integration: Items are the number of contracted items, assets and services in a year.
对于面向会计集成的 SAP S/4HANA [面向会计集成的 ERP 商务套件]：项目数是指一年内签约的项目、资产和服务的数量。

24.1.4. For SAP Event Management on SAP S/4HANA: Items are entities tracked in the system on an annual basis.For Yard Logistics and SAP Yard Logistics for SAP S/4HANA: Items are the number of transportation units (trucks, trailer, container, railcars, vessel, etc.) in both inbound or outbound shipments in a year.
对于基于 SAP S/4HANA 的 SAP Event Management [基于 ERP 商务套件的事件管理]：物品是指每年在系统中跟踪的实体。对于 SAP Yard Logistics [堆场物流]和 SAP Yard Logistics for SAP S/4HANA [面向 ERP 商务套件的堆场物流]：物品是指每年入站和出站装运中的运输单元（卡车、拖车、集装箱、轨道车、轮船等）数量。

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

Remaining metrics – M
其余指标 — M

25. MEMORY
内存

25.1. 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

Remaining metrics – O
其余指标 — O

26. OBJECTS
对象

26.1. Master data objects are all unique records stored or managed in the Software.
主数据对象是指软件中存储或管理的所有唯一记录。

26.1.1. For SAP Enterprise Master Data Management; and SAP Enterprise Master Data Goveranance for SAP S/4HANA: Master data objects are all master data objects stored in the SAP NetWeaver Master Data Management system, plus the total number of all master data objects stored in the SAP Master Data Governance system.
对于 SAP Enterprise Master Data Management [企业主数据管理]；以及 SAP Enterprise Master Data Goveranance for SAP S/4HANA [面向 ERP 商务套件的企业主数据治理]：主数据对象是指存储于 SAP NetWeaver Master Data Management [主数据管理]系统的全部主数据对象，以及存储于 SAP Master Data Governance [主数据治理]系统的全部主数据对象。

26.1.2. For SAP Master Data Governance, Consumers: Master data objects are active consumer type customer objects stored in the SAP Master Data Governance system. A consumer is a natural person or a group of persons (e.g. household) that has any kind of business relationship with a company, including, but not limited to, B2C customers, B2C contacts, and citizens. Customer may Use SAP Master Data Governance, Consumers to store additional business partners if the partners represent B2C consumers. Customer may not Use SAP Master Data Governance, Consumers to store additional business partners if the partners represent B2B customers.
对于 SAP Master Data Governance, Consumers [消费者主数据治理]：主数据对象是指存储于 SAP Master Data Governance 系统的活跃消费者类型客户对象。消费者是指与一家公司具有任何类型业务关系的自然人或群体（如家庭），包括但不限于：B2C 客户、B2C 联系人和市民。如合作伙伴代表 B2C 消费者，客户也可以使用 SAP Master Data Governance, Consumers 存储这些业务合作伙伴。如合作伙伴代表 B2B 客户，客户则不可以使用 SAP Master Data Governance, Consumers 存储这些业务合作伙伴。

26.1.3. For SAP Master Data Governance, Custom: Master data objects are master data objects stored in custom-build “Master Data Governance” systems that are not of type financials, suppliers, customers or materials. This is the sum of all user defined object of type things (articles, contract, location, asset, equipment, contract, etc.). A user defined object is created using the Master Data Governance framework.
对于 SAP Master Data Governance, Custom [自定义主数据治理]：主数据对象是指存储于自定义构建的“Master Data Governance”系统中的不属于财务、供应商、客户或物料类型的主数据对象。这包括所有相关类型的用户定义的对象（物品、合同、地点、资产、设备等）。用户定义对象是使用 Master Data Governance 框架创建的。

26.1.4. For SAP Master Data Governance, Customers: Master data objects are active B2B customer objects stored in the SAP Master Data Governance system. Customer may Use SAP Master Data Governance, Customers to store additional business partners if the partners represent B2B customers. Customer may not Use SAP Master Data Governance, Customers to store additional business partners if the partners represent B2C customers.
对于 SAP Master Data Governance, Customers [客户主数据治理]：主数据对象是指存储于 SAP Master Data Governance 系统的活跃 B2B 客户对象。如合作伙伴代表 B2B 客户，客户也可以使用 SAP Master Data Governance, Customers 存储这些业务合作伙伴。如合作伙伴代表 B2C 客户，客户则不可以使用 SAP Master Data Governance, Customers 存储这些业务合作伙伴。

26.1.5. For SAP Master Data Governance, enterprise asset management ext by Utopia: Master data objects are master data objects stored in SAP EAM.
对于 SAP Master Data Governance（Utopia 的企业资产管理扩展程序）[主数据治理企业资产管理扩展程序]：主数据对象是指存储在 SAP EAM [企业资产管理]中的主数据对象。

26.1.6. For SAP Master Data Governance, Financials: Master data objects are the sum of financial objects (including, but not limited to, group accounts, operational accounts, cost elements, companies, profit centers and, cost centers with hierarchy nodes, consolidation groups and units, financial statement items) stored in the SAP Master Data Governance system. For avoidance of doubt, the financial accounts are only counted once, even if the accounts are used in multiple charts of accounts or financial statement versions. For example, if the company is reporting externally in US GAAP as well as IAS, each account is only counted once, not twice.
对于 SAP Master Data Governance, Financials [财务主数据治理]：主数据对象是指存储于 SAP Master Data Governance 的全部财务对象（包括但不限于：集团账户、营运账户、成本元素、公司、利润中心、具有层次结构节点的成本中心、合并组和单元、财务报表项目）。为避免疑义，即使财务科目在多个科目表或财务报表版本中使用，也仅对其执行一次计算。例如，公司按照美国 GAAP 以及 IAS 对外公布报表时，每个科目仅计算一次，而非计算两次。

26.1.7. For SAP Master Data Governance, Product: Master data objects are active material objects (materials, products) stored in the SAP Master Data Governance system. Customer may not Use SAP Master Data Governance, Product to store articles.
对于 SAP Master Data Governance, Product [产品主数据治理]：主数据对象是指存储于 SAP Master Data Governance 系统的活跃物料对象（物料、产品）。客户不可以使用 SAP Master Data Governance, Product 存储物品。

26.1.8. For SAP Master Data Governance, retail and fashion management ext by Utopia: Master data objects are the sum of all single articles, generic articles (excluding variants) as well as sets, lots and displays, which get put under the governance of the solution.
对于 SAP Master Data Governance（Utopia 的零售和时尚管理扩展程序）[主数据治理零售和时尚管理扩展程序]：主数据对象是指解决方案管理下的所有单个商品、通用商品（不包括变式商品）以及各种商品套件、批次商品和陈列商品的总和。

26.1.9. For SAP Master Data Governance, Supplier: Master data objects are active supplier objects (vendors) stored in the SAP Master Data Governance system.
对于 SAP Master Data Governance, Supplier [供应商主数据治理]：主数据对象是指存储于 SAP Master Data Governance 系统的活跃供应商对象。

26.1.10. For SAP S/4HANA Cloud for contract, lease and real estate management: Master data objects are active real estate objects of type: contract; land; building or space.
对于面向合同、租赁和不动产管理的 SAP S/4HANA Cloud [面向合同、租赁和不动产管理的 ERP 云商务套件]：主数据对象是指合同、土地、建筑物或空间等类型的活动不动产对象。

27. OUTPATIENT DAYS
门诊患者天数

27.1. Outpatient days is the sum of the days in which patients have been treated as outpatients in a 1 year period. 1 outpatient day is counted when 1 patient is treated as an outpatient in 1 calendar day, independently of the quantity of work done on that day and on how the work was documented in the SAP system (in 1 or more outpatient cases, and, within cases, as 1 or more visit movements).
门诊患者天数是指患者在一年期间内被视为门诊患者的总天数。只要一位患者在一个日历日中被视为门诊患者，无论当天完成的工作量如何，以及无论该工作在 SAP 系统中的记录如何（是记录至一个或多个治疗案例中，还是记录在一个或多个就诊活动案例中），均应视为门诊患者日。

Remaining metrics – P
其余指标 — P

28. PATIENTS
患者

28.1. Patient care days are the relevant number of patient care days reached by the Customer in a calendar year is the corresponding statistic according to the annual H+ member directory “H+ Die Spitäler der Schweiz”.
患者护理天数是指客户在一个日历年内为患者提供的相关护理天数，是根据年度 H+成员目录“H+ Die Spitäler der Schweiz”所得出的相关统计数字。

28.2. Patients treated are those treated in 1 calendar year in the institutions supported by the SAP system. Patients are only counted once, no matter how many times they are treated in the hospital within the year.
治疗的患者是指 SAP 系统支持的医疗机构在一个日历年内治疗的患者。无论患者当年在医院中接受治疗多少次，均应视为一次。

29. PLANTS

工厂

29.1. Plants are physical sites owned by or operated by an enterprise supported by the Software. For the purpose of determining the size and usage scenario of plants the following definitions apply:

工厂是指软件支持的企业所拥有或运营的物理站点。为确定工厂的规模和使用方案，以下定义将予以适用：

- Small plants are plants with up to 500 employees. Employees per plant are all employees and contractors working in the plant.
  小型工厂是指拥有最多 500 名员工的工厂。每个工厂的员工是指在工厂中工作的所有员工和承包商。
- Midsize plants are plants with 501 up to 5.000 employees. Employees per plant are all employees and contractors working in the plant.
  中型工厂是指拥有 501 至 5,000 名员工的工厂。每个工厂的员工是指在工厂中工作的所有员工和承包商。
- Large plants are plants with more than 5.000 employees. Employees per plant are all employees and contractors working in the plant.
  大型工厂是指拥有 5,000 名以上员工的工厂。每个工厂的员工是指在工厂中工作的所有员工和承包商。

30. POINT OF DELIVERY
交付点

30.1. Point of Delivery is the active metering point where a utility service is supplied or determined:
交付点是指提供或确定公用事业服务的有效计量点：

- Energy:
  能源：
  - Electricity
    电
  - Gas
    气
  - District heating
    区域供暖
  - Waste Management
    废弃物管理
  - Mutual help
    互助式资源
  - For all sectors
    适用于所有细分领域
- Electricity:
  电：
  - Electricity
    电
- Water:
  水：
  - Water
    饮用水
  - Waste Water
    污水
- Utilities or no division named:
  公用事业或未指定的细分领域：
  - Electricity
    电
  - Gas
    气
  - District heating
    区域供暖
  - Water
    饮用水
  - Waste Water
    污水
  - Waste Management
    废弃物管理
  - Mutual help
    互助式资源
  - For all sectors
    适用于所有细分领域

31. PREMIUMS
保费

31.1. Premiums of the insurance company, which uses the product, is the total gross premiums as disclosed in the latest annual statement of the legal entity in a fiscal year. If the Customer does not disclose a comprehensive annual statement, the Customer must report the respective information to SAP on an annual basis. If Customer does not disclose the information publicly, Customer must deliver and explain it to SAP. If the product shall be licensed only for a subdivision of the insurance company the respective license contract requires an explicit definition.
使用该产品的保险公司的保费是该法人实体在一个财政年度内发布的最新年度报表中披露的总保费。若客户未披露综合年度报表，则客户必须按年向 SAP 呈报相关信息。若客户未公开披露相关信息，客户必须向 SAP 提供并说明该信息。若该产品仅应对保险公司的分支机构授予许可，则需要在相关许可合同中明确规定。

31.1.1. For Reinsurance Management Solutions (SAP Reinsurance Management Foundation for Insurance and SAP Reinsurance Risk Manager); Premiums reflect the “Ceded Premiums” in case of passive and “Assumed Premiums” in case of active Re-Insurance Business. In case the Customer uses the solution for Ceded AND Assumed business the sum of both shall apply.
对于再保险管理解决方案（SAP Reinsurance Management Foundation [再保险管理基础]和 SAP Reinsurance Risk Manager [再保险风险经理]）：在被动再保险业务中，保费是指“分出保费”，在主动再保险业务中，保费是指“约定保费”。如客户使用解决方案同时处理分出和约定保费业务，保费将指这两者之和。

32. PRICES
价格

32.1. 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。

32.2. BSI U.S. payroll tax processing contract price is the net value of the BSI U.S. payroll tax processing software license.
BSI 美国薪酬税务处理合同价格是指 BSI 美国薪酬税务处理软件许可的净价值。

33. PRODUCTS
产品

33.1. Products are the annual total of number of vehicles and finished goods (for VMS/DBM) or Vehicles and Parts (for sequenced manufacturing) in the context of Automotive Solutions.
对于汽车行业解决方案，产品是指每年生产的汽车和成品总量（适用于 VMS/DBM）或每年生产的汽车和零部件总量。

Remaining metrics – Q
其余指标 — Q

None listed.
无

Remaining metrics – R
其余指标 — R

34. RECORDS
记录

34.1. Records are the average number of items managed by the application over the prior 12 months.
记录是指在过去十二（12）个月内应用程序管理的平均项目数。

34.1.1. For SAP S/4HANA Enterprise Contract Management: Records are uniquely identified objects that are active and maintained within the software. All “Legal Transactions” in status ‘On Track’, ‘Pending’, ‘Open Issues’ are counted as Records.
对于面向企业合同管理的 SAP S/4HANA [面向企业合同管理的 ERP 商务套件]：记录是指在软件中维护的活跃的唯一识别对象。所有状态为“进展中”、“待处理”和“问题未解决”的“合法事务”都算作记录。

34.1.2. For SAP Financial Database for Banking, SAP Credit Risk Management for Banking, and SAP Regulatory Reporting by iBS: Records represent the number of financial products (such as loans or deposits) including over the counter products, and standardized exchange traded securities (e.g. shares, listed options, bonds). This is also true when processing takes place on aggregated level. If financial products don´t apply, records represents the number of the processed objects.
对于 SAP Financial Database for Banking [银行业金融数据库]、SAP Credit Risk Portfolio Management for Banking [银行业信贷风险组合管理]和 Regulatory Reporting by iBS [监管报表]：记录是指金融产品（如，贷款或存款）的数量，包括场外交易产品和规范的交易所交易证券（如，股票、上市期权、债券）。在按合计级别处理时同样如此。如金融产品不适用，记录是指处理对象数。

34.2. Master records are 1 contractual relationship between the company and an employee whose payroll is being calculated.
主记录代表公司和将计算其薪资的员工之间的一种合同关系。

35. RESOURCES
资源

35.1. Resources are unique individuals or non-human resources (system, equipment, tool, instrument, machine, vehicle, room, regulatory or government agency/body, industry standard, framework, and/or corporate policy, etc.) that are managed by or within the Software.
资源是指由软件管理或软件内的独特人员或非人力资源（系统、设施、工具、设备、机器、车辆、房间、监管或政府机构/部门、行业标准、框架和/或公司政策等）。

36. REVENUES
收入

36.1. 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。

36.1.1. For SAP Advanced Trade Management Analytics, SAP Advanced Trade Management Analytics, version for SAP BW/4HANA, SAP Customer Business Planning, SAP Customer Business Planning, version for SAP BW/4HANA, SAP Trade Promotion Planning and Management, SAP Trade Promotion Planning and Management, version for SAP BW/4HANA, SAP Meat and Fish Management by msg for SAP S/4HANA and SAP Dairy Management by msg for SAP S/4HANA: only the revenues associated with the business or division which the capabilities of this package will be applied against need to be considered.
对于 SAP Advanced Trade Management Analytics、SAP Advanced Trade Management Analytics（SAP BW/4HANA 版）、SAP Customer Business Planning, SAP Customer Business Planning（SAP BW/4HANA 版）、SAP Trade Promotion Planning and Management、SAP Trade Promotion Planning and Management（SAP BW/4HANA 版）、面向 SAP S/4HANA 的 SAP Meat and Fish Management by msg [面向 ERP 商务套件的肉类和鱼类管理解决方案]和面向 SAP S/4HANA 的 SAP Dairy Management by msg [面向 ERP 商务套件的乳业管理解决方案]：仅需要考虑与要应用该包相关功能的业务或部门相关的收入。

36.1.2. For SAP Configure, Price, and Quote (SAP CPQ): Revenues are the calculation of Customer's and its Affiliates total annual sales revenues for products or services, which were generated using the SAP CPQ software less VAT, delivery and any returns.
对于 SAP CPQ [配置、定价和报价云]：收入是指使用 SAP CPQ 软件生成的客户及其关联企业购买产品或服务的年度总销售收入扣除增值税、交付成本以及任何退款后的部分。

36.1.3. For SAP Customer Profitability Analytics: Only the revenues analyzed within the Software need to be considered.
对于 SAP Customer Profitability Analytics [客户盈利能力分析]：仅需考虑软件中分析的收入。

36.1.4. For SAP Electronic Invoicing for Brazil (NFE): Only the revenues generated by the company or legal entity located in Brazil need to be considered.
对于 SAP Electronic Invoicing for Brazil [面向巴西的电子发票]（NFE）：仅需要考虑巴西境内的公司或法人实体所创造的收入。

36.1.5. For SAP ERP, add-on for Polish SAF-T regulatory requirements: Only the revenues generated by the company or legal entity located in Poland need to be considered.
对于 SAP ERP 面向波兰 SAF-T 法规要求的扩展组件[企业资源规划面向波兰 SAF-T 法规要求的扩展组件]：仅需要考虑波兰境内的公司或法人实体所创造的收入。

36.1.6. For SAP ERP, add-on for invoice and reporting compliance for Angola and SAP S/4HANA Finance for invoice and reporting compliance for Angola: Only the revenues generated by the company or legal entity in Angola need to be considered.
对于 SAP ERP 面向安哥拉的发票与报表合规性扩展组件[企业资源规划面向安哥拉的发票与报表合规性扩展组件]和面向安哥拉的发票与报表合规性的 SAP S/4HANA Finance [面向安哥拉的发票与报表合规性的财务]解决方案：仅需要考虑安哥拉境内的公司或法人实体所创造的收入。

36.1.7. For SAP Customer Experience branded products: Revenue is the calculation of Customer's and its Affiliates total annual sales revenue for products or services that are purchased through the SAP Customer Experience platforms (including SAP Customer Experience powered websites and other SAP Customer Experience powered channels such as web stores, mobile, In-Store module, Contact Center module, etc.) by customers (B2B and B2C) in each trailing 12 month period, less VAT, delivery and any returns.
对于 SAP Customer Experience [客户体验]品牌产品：收入按如下计算：客户（B2B 和 B2C）在每连续十二（12）个月期间内通过 SAP Customer Experience 平台（包括 SAP Customer Experience 支持的网站及其他 SAP Customer Experience 支持的渠道，如网店、移动应用、店内模块、联系中心模块等）购买的客户及其关联企业的产品或服务的年度销售收入中扣除增值税、交付成本以及任何退款后的部分。

36.1.8. For Insurance: Revenue are the same as "Premiums"
对于保险行业："收入"同于"保费"。

36.1.9. For National Central Banks / Federal Reserve Banks: Revenues 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"。

36.1.10. For Other Banks: Revenues are the sum of Customer's gross interest income and noninterest income (i.e. provisions, service charges, trading income) as stated on Customer's Income Statement.
对于其他银行：收入是指客户的损益表中所列的客户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。

36.1.11. For SAP Product Lifecycle Costing: Only the revenues need to be considered associated with the business or division which the capabilities of SAP Product Lifecycle Costing will be applied against.
对于 SAP Product Lifecycle Costing [产品生命周期成本管理]：仅需要考虑与要应用 SAP Product Lifecycle Costing 相关功能的业务或部门相关的收入。

36.1.12. 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"。

36.1.13. For SAP Tax Declaration Framework for Brazil: only the revenues generated in Brazil are relevant.
对于 SAP Tax Declaration Framework for Brazil [面向巴西的纳税申报框架]：仅与在巴西境内创造的收入有关。

37. REVENUES AND EXPENSES
收入和支出

37.1. Revenues and Expenses are the sum of annual revenues received and annual expenses paid (commissions, royalties, revenue shares etc.) in the context of the Software. "Revenues" are the sum of annual monetary amounts invoiced by Customer and its Affiliates to third parties for services provided (or to be provided) by Customer and/or its Affiliates to such third parties and processed through the SAP solution. "Expenses" are the sum of budgeted annual expenses (commissions, royalties, revenue shares etc.) for services performed (or to be performed) by Customer or its Affiliates for Customer's and/or its Affiliates own organization(s) that are processed through the SAP solution.
收入和支出是指软件中获得的年度收入和支付的年度费用之和（手续费、特许使用费、收入分成等）。收入是指客户及其关联企业就其向第三方提供（或将提供）的服务通过 SAP 解决方案开具的发票的年度总金额。"支出"是指客户或其关联企业为向客户和/或其关联企业的组织本身提供（或将提供）的服务通过 SAP 解决方案预算的年度总支出（手续费、特许使用费、收入分成等）。

37.1.1. For SAP Collaborative Project Management and SAP Portfolio and Project Management: Revenue and Expenses is related to the projects managed within the software and is defined as:
对于 SAP Collaborative Project Management [协同项目管理]和 SAP Portfolio and Project Management [产品组合与项目管理]：收入和支出与软件中的托管项目有关，且定义如下：

- Revenues: the sum of annual revenues received for revenue-generating external projects
收入：指获得的外部创收项目的年度总收入
- Expenses: the sum of budgeted annual expenses for internal projects
支出：指内部项目的年度总预算支出

37.1.2. For SAP S/4HANA for rights and royalty management by Vistex: Revenues and Expenses are the sum of the annual revenues received and annual expenses paid (license fees, royalties, revenue share, etc.) in the context of the software. Revenues and expenses include financial validation for deals which are implemented in SAP S/4HANA for rights and royalty management by Vistex but do not result in an incoming payment (e.g. barter deals).
对于 Vistex 面向版权与版税管理的 SAP S/4HANA [面向版权与版税管理的 ERP 商务套件]：收入和支出是指软件中每年获得的收入和支付的费用之和（许可费、特许使用费、收入分成等）。收入和支出包括在 Vistex 面向版权与版税管理的 SAP S/4HANA 中执行的交易财务确认，但该确认不产生易货交易等到账款项。

Remaining metrics – S
其余指标 — S

38. SERVER
服务器

38.1. 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。

39. SESSIONS
会话数

39.1. Concurrent sessions are the aggregated numbers of sessions accessing the licensed Software at any 1 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. Customer 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。不受会话数限制的部署中的用户需要许可软件产品的指定用户许可。使用的处理器或服务器的许可数量不限。客户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。

40. SPENDS
支出

40.1. Spend volumes are the company's annual expenditures for the procurement of all direct and indirect goods and services.
支出额是指公司用于购买所有直接和间接货物与服务的年度支出总额。

40.1.1. For SAP Electronic Invoicing for Brazil (NFE-Inbound): only Spend Volumes in Brazil are to be considered.
对于 SAP Electronic Invoicing for Brazil [面向巴西的电子发票]（NFE - 进项）：只需考虑在巴西的支出额。

40.1.2. For Public Sector entities: Public Sector Spend Budgets may be used instead. Public sector spend budget is the figure, published annually, that documents an organization's procurement budget for all direct and indirect goods and services.
对于公共部门实体：可能用“公共部门的费用预算”代替。公共部门的费用预算是一个每年发布的数字，这个数字代表组织用于购买所有直接和间接货物与服务的年度预算。

40.2. Freight Spend is the annual freight costs incurred in transporting products. ; i.e., all the transportation costs, including labour, involved in moving goods to and from a plant/distribution center/warehouse, including payments to logistics companies for their services and any cost incurred by a company for the use and maintenance of its own fleet of vehicles.
运费支出是指运输产品产生的年度运费；即在将货物运进或运出工厂/经销中心/仓库的过程中产生的所有运输成本（包括劳动力），其中包括向物流公司支付的服务费用以及物流公司使用和维护其车队时产生的费用。

41. STUDENTS
学生

41.1. Students are defined as:
学生的定义如下：

a) full-time registered students e.g. students who are registered for a full course load for the current academic year at the institution; and/or.
全日制注册学生，例如，已注册参加学术机构当前学年某专业全部课程的学生；和/或

b) equivalents of full-time registered students (for example, a part-time student could represent a fraction of a full-time student).
全日制注册学生的等效数（例如，一个非全日制学生可以代表一个全日制学生的一小部分）。

42. SUBSCRIPTIONS
租用

42.1. Annual subscriptions are periodic recurring fees that are payable every calendar or fiscal year for the right to use software or services during that calendar or fiscal year. This fee is payable each calendar or fiscal year whether or not the software or service has been used during that year.
年度租用是指每个日历年度或财政年度为获得使用软件或服务的权利而在该日历年度或财政年度定期支付的重复性费用。此费用在每个日历年度或财政年度支付，无论该年度是否使用软件或服务。

43. SYSTEMS
系统

43.1. Managed systems are all systems with a unique system identifier or a cloud service that are controlled, managed, monitored, scanned, or retired by the software and include all production and non-production usage types.
托管系统是指拥有唯一系统标识的所有系统或由软件控制、管理、监控、扫描或停用的云服务，包括所有生产和非生产使用类型。

43.1.1. For SAP Information Lifecycle Management: Only Customer's productive use systems managed by SAP Information Lifecycle Management must be counted in the Licensed Quantity.
对于 SAP Information Lifecycle Management [信息生命周期管理]：只需要将客户由 SAP Information Lifecycle Management 托管的生产用途系统计入许可数量。

Remaining metrics – T
其余指标 — T

44. TONS
吨数

44.1. Tons are the metric unit of weight measured.
吨数是指测量的重量的计量单位。

44.1.1. For SAP S/4HANA Livestock Procurement: the annual life weight is counted.
对于面向畜牧采购的 SAP S/4HANA [面向畜牧采购的 ERP 商务套件]：计算年活重。

45. TRANSACTIONS
交易

45.1.1. For SAP Application Interface Framework: Transactions consist of everything processed or monitored in SAP Application Interface Framework, e.g. all Application to Application (A2A), Business to Business (B2B), Business to Consumer (B2C), Business to Government (B2G) and Internet of Things (IoT) messages that are processed and monitored in the SAP AIF solution. The number of transactions is counted per year.
对于 SAP Application Interface Framework [应用程序接口框架]：交易涵盖所有通过 SAP Application Interface Framework 处理或监控的信息，比如，所有通过 SAP Application Interface Framework 处理和监控的应用对应用（A2A）、企业对企业（B2B）、企业对消费者（B2C）、企业对政府（B2G）和物联网信息。交易数按年计算。

45.1.2. For SAP Archiving and Document Access by OpenText, external access option and SAP Archiving and Document Access by OpenText, external access option for SAP S/4HANA: Transactions are the annual volume of downloads (including view or print) of documents that are stored by the OpenText Solution. This metric applies only to individuals external to the Customers organization (i.e. other than employee, contract worker and outsourcer).
对于 SAP Archiving and Document Access by OpenText 外部访问选项[归档和文档访问外部访问选项]和面向 SAP S/4HANA 的 SAP Archiving and Document Access by OpenText 外部访问选项：交易是指 OpenText 解决方案每年存储的文档下载（包括浏览和打印）数。该指标仅适用于客户企业之外的个人（即，除了员工、合同工和外包商）。

45.1.3. For SAP Document Presentment by OpenText, SAP Document Presentment by OpenText, add-on for business correspond: Transactions are single instances of a business document that is created, processed, printed or manipulated in some way by the products (e.g. letter, email, PDF, fax, SMS).
对于 SAP Document Presentment by OpenText [文档演示]和 SAP Document Presentment by OpenText 业务通信扩展组件[文档演示业务通信扩展组件]：交易是指产品（如信函、电子邮件、PDF、传真和 SMS）通过某些方式创建、处理、打印或操作的业务文件的单个实例。

45.1.4. For SAP Billing, charging: Transactions are defined as pricing outputs where 1 input can generate 1 or several pricing outputs. Transactions are counted as those on the peak load day as measured within the prior 12 months.
对于 SAP Convergent Charging [集中计费]：交易是指定价输出，其中，一项输入可以产生一项或若干项定价输出。交易是在过去十二（12）个月内测得的最高负载日的交易计数。

45.1.5. For SAP S/4HANA Banking for payment centralization: Transactions are single payment transaction within a payment order. A payment order can have 1 ordering party item and multiple recipient party items. The number of transactions is counted per year.
对于 SAP S/4HANA Banking 集中付款功能[银行业集中付款功能]：交易是指付款订单中的单个付款交易。付款订单可以具有一个订购方项目和多个接收方项目。交易数按年计算。

45.1.6. For SAP S/4HANA for legal content: Transactions are folders/cases with a unique number created during an Agreement contract year, under which legal content is managed.
对于面向企业合同管理的 SAP S/4HANA [面向企业合同管理的 ERP 商务套件]：交易是指在协议合同年期间创建的拥有唯一编号的文件夹/案例，法律内容在该文件夹/案例下进行管理。

45.1.7. For SAP Shared Service Framework: Transactions are defined as the number of shared service framework service requests created per year.
对于 SAP Shared Service Framework [共享服务框架]：交易是指每年创建的共享服务框架服务请求的数量。

45.1.8. For last mile distribution component for SAP Direct Distribution: Transactions are defined as the number of annual store or customer visits performed by field sales or delivery personnel (e.g. delivery drivers, van sellers, merchandisers) as maintained by the Software.
对于 SAP Direct Distribution [直接分销]的最后一公里配送组件：交易是指现场销售人员或交货人员（如送货司机、货车销售人员、业务员）每年通过软件维护的店铺或客户访问的数量。

45.1.9. For SAP ERP connector for SAP Cash Application: Transactions are the total maximum number of documents and line items processed by the Cash Application per year. 1 transaction is either: 1 payment advice file (pdf); 1 bank statement line item; or 1 lockbox line item.
对于面向 SAP Cash Application 的 SAP ERP 连接器[面向现金应用的 ERP 连接器]：交易是指 SAP Cash Application [现金应用]每年处理的最大凭证和行项目总数。1 笔交易是指：1 个付款通知文件（pdf）；1 个银行对账单行项目；或 1 个保险柜行项目。

Remaining metrics – U
其余指标 — U

46. UNITS
单位

46.1. Rental units are rental objects that are managed with SAP Real Estate Management.
租赁单位是指通过 SAP Real Estate Management [不动产管理]管理的租赁客体。

47. USERS
用户

47.1. 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。

47.1.2. 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. Customer may not utilize any program or system to cache or queue report requests. SAP BI users may be entered into the SAP NetWeaver BW system for the purposes of maintaining security. 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。客户不得使用任何程序或系统来缓存或排列报表请求。为了确保安全，SAP BI 用户可以进入 SAP BW 系统。此指标并不取代 SAP 指定用户整体许可需求。

47.1.3. For SAP Contact Center: Users represent agents and/or supervisors who work in a contact center environment and handle incoming contacts through multiple communication e-channels (like email, chat, SMS and fax) and/or use supervisor tools to supervise contact center agents with e-channel user capability.
对于 SAP Contact Center [联系中心]：用户是指在联络中心环境下工作的代理和/或监督人，他们借助电子渠道用户功能，通过多种电子沟通渠道（如电子邮件、聊天、短信和传真）处理来信和/或使用监督人工具来监督联络中心代理。

47.1.4. In the context of voice-channel: Users represent agents who work in a contact center environment and handle incoming contacts through voice channel and office telephony only or handle outbound campaign calls only. In addition, each port in Interactive Voice Recognition system is also considered a user and should be counted as additional users.
对于语音渠道：用户是指在联络中心环境下工作并仅通过语音渠道和办公电话处理来信或仅负责电话促销的代理。此外，Interactive Voice Recognition [交互式语音识别]系统中的每个端口也视为一个用户，并应作为附加用户进行计数。

47.1.5. For SAP Digital Asset Management by OpenText, limited access option: Users are limited to search, browse, view and download assets.
对于 SAP Digital Asset Management by OpenText [数字资产管理]有限访问选项：用户只能搜索、浏览、查看和下载资产。

47.1.6. For SAP Identity Management and SAP Single Sign-On: Users are individuals whose credentials and/or user information is managed by the functionality of the licensed Software.
对于 SAP Identity Management [身份管理]和 SAP Single Sign-On [单点登录]：用户是指其用户凭据和/或用户信息由许可软件的功能进行管理的个人。

47.1.7. For SAP Real Estate Management: Users are individuals who manage office, retail and industrial properties and similar portfolios. It is applied for both, owned and operated space, and includes commercial as well as corporate real estate management.
对于 SAP Real Estate Management：用户是指管理办公室、零售和工业地产以及类似产品组合的个人。该定义适用于自有和运营领域，且包括商业以及公司房地产管理。

47.2. Active users are the number of individuals that access the Cloud Service at any time during 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。

47.3. Monitored Users are individuals: 1) whose information or credentials are monitored by the Software; and/or 2) who use the reporting console.
受监控的用户是指以下个人：1) 其信息或凭据受软件监控；和/或 2) 使用报告控制台。

47.4. Virtual users are users simulated in the software to test the load on the SAP system.
Virtual User 是指为测试 SAP 系统的负荷在软件中所模仿的用户。

Remaining metrics – V
其余指标 — V

48. VALUES
价值

48.1. 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。

48.2. 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. SAP BUSINESS SUITE AND ENTERPRISE FOUNDATION
SAP BUSINESS SUITE [商务套件]与企业基础

1.1. **Embedded Analytics**: Where Customer holds a valid Package License for any of the below Package(s), such Package License shall include the right for individuals licensed as SAP Professional or Limited Professional Users under the Agreement to:
嵌入式分析：当客户持有下列任何包的有效包许可时，此类包许可应包括依据协议被许可为 SAP Professional User 或 SAP Limited Professional User 的个人的下列权利：

a) view, interact and refresh Crystal Reports, Dashboards content and Lumira storyboards embedded with such licensed Package(s); and
查看、交互和刷新此类许可包中内嵌的 Crystal Reports、仪表盘内容和 Lumira 演示大纲；并且

b) Use the SAP BI Platform and/or SAP Lumira Server, as delivered with such licensed Package(s), solely to enable the viewing, interacting and refreshing of the Crystal Reports, and Lumira storyboards embedded with such licensed Package(s) (collectively "**Embedded Analytics Limited Use Right**").
使用与此类许可包一同交付的 SAP BI 平台和/或 SAP Lumira（服务器版）[数据可视化服务器版]，且仅支持对此类许可包中内嵌的 Crystal Reports、仪表盘内容和 Lumira 演示大纲进行查看、交互和刷新（统称为“**嵌入式分析有限使用权**”）。

Packages That Include Embedded Analytics Limited Use Right:
包括嵌入式分析有限使用权的包为：

- SAP ERP
- SAP SCM
  SAP SCM [供应链管理]
- SAP Transportation Management
  SAP Transportation Management [运输管理]
- SAP Extended Warehouse Management
- SAP SRM
  SAP SRM [供应商关系管理]
- SAP CRM
  SAP CRM [客户关系管理]
- SAP Environment, Health and Safety
  SAP Environment, Health, and Safety Management [环境、健康和安全管理]
- SAP Manufacturing Integration and Intelligence
  SAP Manufacturing Integration and Intelligence [制造集成与智能]

1.2. **Embedded SAP BusinessObjects Enterprise**: Where Customer holds a valid Package License for any of the below Package(s), such Package License shall include the right for individuals to view, interact, refresh and modify the content embedded with such licensed Package(s).
嵌入式 SAP BusinessObjects Enterprise：当客户持有以下任何包的有效包许可时，此类包许可应包括个人查看、交互、刷新和修改此类许可包中内嵌的内容的权利。

Packages That Include Embedded SAP BusinessObjects Enterprise:
包括嵌入式 SAP BusinessObjects Enterprise 的包为：

- SAP Contact Center
- SAP Identity Management

1.3. **SAP Human Capital Management**: Usage of any integration software and content provided with the SAP HCM software and applicable to an integration between SAP HCM and SuccessFactors' Business Execution Software ("**BizX**") is permitted only with SAP HCM and a valid, current contract for SuccessFactors BizX.
SAP Human Capital Management：对任何随附 SAP HCM 软件一起提供且适用于 SAP HCM 与 SuccessFactors 业务执行软件（“**BizX**”）之间的集成的任何集成软件和内容的使用，仅允许在拥有 SuccessFactors BizX 现存有效合同的情况下与 SAP HCM 一起使用。

2. S/4HANA PACKAGES
S/4HANA 包

2.1. **General terms for S/4HANA Packages**: S/4HANA Packages shall only be deployed on a SAP HANA database installation (collectively "**S/4HANA Installation**"). Only S/4 HANA Packages (and no other Software) shall be deployed on a S/4HANA Installation. For clarity, the preceding sentence only applies to software licensed from SAP, its affiliates and or its authorized distributors and resellers. Notwithstanding anything to the contrary in this SUR, S/4HANA Packages are not licensed for Use with any third party runtime database. For the avoidance of doubt, the "Deployment and Communication Rights and Restrictions" set forth in this SUR apply to S/4HANA Packages.

S/4HANA 包的一般条款：S/4HANA 包只能部署在 SAP HANA 数据库安装（以下统称"**S/4HANA 安装**"）上。同时，在 S/4HANA 安装上也只能部署 S/4HANA 包，而不能部署其他软件。特此澄清，前述规定仅适用于从 SAP 或其关联公司、授权分销商和经销商处取得许可的软件。不管本 SUR 中有任何相反规定，S/4HANA 包均不得许可与任何第三方运行时数据库一起使用。为避免疑义，本 SUR 中所述的"部署与通信权利和限制"也适用于 S/4HANA 包。

2.2. **Named User and Metric Requirements for S/4HANA Packages**: The only S/4HANA Package that requires SAP Named User licenses is S/4HANA Enterprise Management for ERP Customers.

S/4HANA 包的指定用户和指标要求：面向 ERP 客户的 SAP S/4HANA Enteprise Management [企业管理]是唯一需要 SAP 指定用户许可的 S/4HANA 包。

2.3. **SAP S/4HANA Compatibility Packs**: "**S/4HANA Compatibility Pack**" shall mean an S/4HANA compatible copy of the Software shown in the "Classical Solution" column of the Matrix (the list of applicable Software located at the following link: https://help.sap.com/doc/pdfac0fa9551dd88809f10000000b441570/1511%20000/en-US/MATRIX_OP1511.pdf). The S/4HANA Compatibility Pack may be Used by Customer as, and in accordance with the terms of, an S/4HANA Package. Such Use is further subject to the following:

SAP S/4HANA 兼容包："S/4HANA 兼容包"是指矩阵的"经典解决方案"一列中所示软件的 S/4HANA 兼容副本（适用软件清单的链接如下：https://help.sap.com/doc/pdfac0fa9551dd88809f10000000b441570/1511%20000/en-US/MATRIX_OP1511.pdf）。客户可将 S/4HANA 兼容包用作 S/4HANA 包并根据 S/4HANA 包的条款使用。此类使用受以下规定的进一步约束：

a) Customer must have a license to Use:
客户必须拥有以下使用许可：

- such Software in the Classical Solution column of the Matrix; and
矩阵的"经典解决方案"列中所列的此类软件；以及
- the prerequisite shown on the Matrix.
矩阵中所列的前提条件。

b) So long as the Software in the Classical Solution Column of the Matrix is licensed solely for Use and deployment of the applicable S/4HANA Compatibility Pack on an S/4HANA Installation, no Named User licenses are requiredfor such Classical Solution. S/4HANA Compatibility Packs may only be Used until the applicable expiration date shown on the Matrix.
只要矩阵的"经典解决方案"列中的软件仅针对 S/4HANA 安装上的 S/4HANA 兼容包的使用和部署进行许可，则使用此类经典解决方案无需指定用户许可。 S/4HANA 兼容包仅可在矩阵中所规定的相应届满日期之前使用。

2.4. **S/4HANA Enterprise Management**: Customer shall be deemed to have the right to Use the ERP Compatibility Pack. S/4HANA Enterprise Management includes the following Runtime Software: SAP GTS, Trade Preferences and SAP Information Lifecycle Management ("**ILM**"). Classification required to support Trade Preferences may be used in context of this usage right at no additional charge for an on-premise implementation with the exception of the following functionalities: Entering Vendor-Based LTVDs in the Web UI, Uploading Preference Rules, Rule Set for Agreements other than with EU and NAFTA-based concepts, Preference Determination for Configurable Bills of Material, Pan-Eur-Med-Cumulation, and Identity-Based Preference Processing. Use of ILM is limited solely to SAP ILM Retention Manager and ILM Store components only for:

SAP S/4HANA Enterprise Management：客户应视为有权使用 ERP 兼容包。SAP S/4HANA Enterprise Management 包含下列运行时软件：SAP Global Trade Services 贸易优惠管理[国际贸易管理贸易优惠管理]和 SAP Information Lifecycle Management（以下简称"**ILM**"）。除下列功能外，支持贸易优惠管理所需的分类可在此使用权利范围内使用，无需额外收费：在 Web UI 中输入基于供应商的 LTVD，上传优惠规则，不包含基于欧盟和 NAFTA 概念的协议规则集，可配置物料清单的优惠确定，泛欧地中海累积，以及基于身份的优惠处理。ILM 仅限用于 SAP ILM 留存管理器和 ILM 存储组件，用途也仅限于：

a) storing and archiving files to filesystem, Hadoop, HANA, and IQ;
将文件存储并存档至文件系统、Hadoop、SAP HANA 和 SAP IQ；

b) blocking and deleting personal data within a specified time period or at the end of a specified time period.
在特定时间段内或特定时间段结束时冻结和删除个人数据。

2.5. **S/4HANA Enterprise Management for Professional use**: Use is allowed by the number of individuals included in the Licensed Level who are authorized to use all of such individual's operational, system administration and management roles supported by the Software for Customer's internal business purposes.

供专业人士使用的 SAP S/4HANA Enterprise Management：允许许可级别中所含数量的用户使用，该等用户经授权可出于客户的内部业务目的使用软件支持的此类用户的全部运营、系统操作和管理角色。

2.6. **S/4HANA Enterprise Management for Functional use**: includes the rights associated with S/4HANA Enterprise Management for Productivity use. Use is allowed by the number of individuals included in the Licensed Level:

供功能性使用的 SAP S/4HANA Enterprise Management：包括与供生产性使用的 SAP S/4HANA Enterprise Management 相关的权利。允许许可级别中所含数量的下列用户使用：

a) who are employees of Customer's Business Partners authorized to perform any role supported by the Software in accordance with the license grant set forth in the GTC or Software License Agreement; or
依据 GTC 或软件许可协议中授予的许可，经授权执行软件支持的任何角色的客户业务合作伙伴的员工；或者

b) who are employees of Customer authorized to use the following Solution Capabilities supported by the Software:
经授权使用软件支持的以下解决方案功能的客户的员工：

- Supply Chain (Goods Movement, Inventory Analytics & Control, Returnable Packaging Logistics, Warehouse Management, Delivery Management, Transportation Management, Available to Promise, Physical Inventory Handling, Unit Management, Batch Management, Serial Number Management)
  供应链（货物移动，库存分析与控制，可回收包装的物流，仓库管理，交货管理，运输管理，可承诺量，实际库存处理单元管理，批次管理和序列号管理）
- Manufacturing (Material Requirements Planning, External Processing, Production Execution, Subcontracting, Just-in-time processing, Kanban, Production Control, Repetitive Manufacturing, Quality Planning, Quality Improvement, Quality Inspection, Production BOM Management, Recipe/Routing Management, Manufacturing Analytics, Capacity Planning)
  生产（物料需求计划，外部处理，生产执行，分包，即时处理，看板，生产控制，重复生产，质量计划，质量完善，质量检查，生产物料清单管理，配方/工艺管理，制造分析和产能计划）
- Asset Management (Maintenance Planning, Maintenance Execution, Maintenance Demand Processing)
  资产管理（维护计划，维护执行和维护需求处理）
- Enterprise Technology (Master Data Maintenance)
  企业技术（主数据维护）
- R&D (Project Financial Controls, Project Logistics Control, Variant Configuration, Product Development Foundation)
  研发（项目财务控制，项目物流控制，变量配置和产品开发基础）
- Service (Warranty Management, Service Request Management, Service Order Management, Service Fulfilment, Service Billing & Settlement, Customer Engagement, Packaged Service Offerings, Business Solution Contract Management, Service Contract Management, Service Parts Fulfillment,Service Monitoring and Analytics, Service and Maintenance Plan, Technical Assets, Structures and History, In-House Repair)
  服务（保修管理，服务请求管理，服务订单管理，服务履行，服务计费和结算，客户互动，打包的服务产品，业务解决方案合同管理，服务合同管理，服务备件履行，服务监控和分析，服务和维护计划，技术资产，结构与历史记录和内部维修）
- Sales (Sales Quotation Management, Sales Contract Management, Sales Order Management and Processing, Price Management, Incentive and Commissions Management, Opportunity Management, Sales Lead Management, Activity Management, Account and Contact Management, Sales Master Data Management, Sales Billing, Solution Billing, Sales Rebates Management, Claims, Returns and Refund Management, Sales Monitoring and Analytics)
  销售（销售报价管理，销售合同管理，销售订单管理和处理，价格管理，激励和佣金管理，业务机会管理，销售线索管理，活动管理，客户和联系人管理，销售主数据管理，销售计费，解决方案计费，销售返利管理，索赔，退货和退款管理，销售监控和分析）
- Human Resources (Organizational Management, Time Sheet)
  人力资源（组织管理和工时表）
- Sourcing and Procurement (Self-Service Requisitioning)
  寻源和采购（自助申请）
- Display Use Rights
  显示使用权利
- Approval Use Rights
  批准使用权利

2.7. **S/4HANA Enterprise Management for Productivity use**: Use is allowed by the number of individuals included in the Licensed Level who are employees of Customer authorized to use the following Solution Capabilities supported by the Software:
供生产性使用的 SAP S/4HANA Enterprise Management：允许许可级别中所含数量的员工使用，该等员工经客户授权可使用软件支持的以下解决方案功能：

- Supply Chain (Goods Movement, Warehouse Management, Delivery Management, Available to Promise, Transportation Management, Physical Inventory, Handling Unit Management, Batch Management, Serial Number Management)
  供应链（货物移动，仓库管理，交货管理，可承诺量，运输管理，实际库存，处理单元管理，批次管理，序列号管理）
- Asset Management (Maintenance Demand Processing, Maintenance Execution)
  资产管理（维护需求处理和维护执行）
- Manufacturing (Materials Requirements Planning, Production Execution, Production Control)
  生产（物料需求计划，生产执行和生产控制）
- Human Resources (Organizational Management, Time Sheet)
  人力资源（组织管理和工时表）
- Sourcing and Procurement (Self-Service Requisitioning)
  寻源和采购（自助申请）
- Display Use Rights
  显示使用权利
- Approval Use Rights
  批准使用权利

2.8. **S/4HANA Developer access**: Use is allowed by the number of individuals included in the Licensed Level who are authorized to access the development tools provided with the licensed S/4HANA Enterprise Management Software for the purpose of making ABAP Modifications and/or Add-ons to any S/4HANA Packages.
SAP S/4HANA 开发人员访问：允许许可级别中所含数量的用户使用，该等用户有权出于对 S/4HANA 包进行 ABAP 修改和/或开发扩展组件之目的访问与许可的 SAP S/4HANA Enterprise Management 软件一起提供的开发工具。

2.9. **S/4HANA Central Finance, central finance foundation** ("**S/4HANA Central Finance**"): includes the following Runtime Software: SAP Application Interface Framework.
面向中央财务基础的 SAP S/4HANA [面向中央财务基础的 ERP 商务套件]（以下简称"S/4HANA Central Finance"）：包括以下运行时软件：SAP Application Interface Framework。

2.10. **SAP S/4 HANA Incentive and Commission Management**: does not include agent portfolio assignment, liability management, actual commissioning and cancellation reserves, portfolio and liability transfer processes.

SAP Incentive and Commission Management [激励和佣金管理]: 不包括代理投资组合分配、债务管理、实际佣金和注销准备以及投资组合和债务转让流程。

2.11. **SAP S/4 HANA for subscription billing**: If SAP S/4 HANA for subscription billing is Used for, or in support of, billing or revenue share calculation for pre-paid telecommunications products, services or systems in the Restricted Countries or to remotely support prepaid telecommunication systems in the Restricted Countries then Customer shall be obliged to obtain a license from Freedom Wireless permitting such Use. The Restricted Countries are Australia, Brazil, Canada, China, Israel, Japan, South Korea, Mexico and the United States. Failure to obtain a license from Freedom Wireless permitting such use shall void and release SAP from all related warranties, including without limitation any warranties and/or indemnities with respect to non-infringement of intellectual property rights to the fullest extent provided by applicable law.

面向计费和收入创新管理的 SAP S/4HANA [面向计费和收入创新管理的 ERP 商务套件]: 如面向计费和收入创新管理的 SAP S/4HANA 软件用于或支持受限制国家/地区的预付费电信产品、服务或系统的账单出具或收益共享计算，或远程支持受限制国家/地区的预付费电信系统，则客户应当有义务从 Freedom Wireless 获取允许该用途的许可。受限制国家/地区包括澳大利亚、巴西、加拿大、中国、以色列、日本、韩国、墨西哥以及美国。未能从 Freedom Wireless 获取允许该用途的许可将使 SAP 的所有相关担保失效并解除，包括但不限于在适用法律允许的最大范围内对于任何知识产权的不侵权担保及任何相关赔偿。

SAP Billing, CRM component is required for the use of SAP S/4 HANA for subscription billing and should be deployed on a separate installation from S/4 HANA installation. The included convergent charging functionality in SAP Billing, CRM component may only be used if SAP S/4 HANA for subscription billing is licensed.

使用面向计费和收入创新管理的 SAP S/4HANA 软件时需要 SAP Billing and Revenue Innovation Management 的 CRM 和融合收费组件[计费和收入创新管理的 CRM 和融合收费组件]，且该组件应部署在 SAP S/4HANA 安装中的单独安装上。SAP Billing and Revenue Innovation Management 的 CRM 和融合收费组件中包含的融合收费功能仅可在获得面向计费和收入创新管理的 SAP S/4HANA 软件许可的情况下才能使用。

2.12. **SAP S/4HANA for energy utilities meter data management and operations, SAP S/4HANA for energy utilities bill-to-cash management, SAP S/4HANA for water utilities meter data management and operations, SAP S/4HANA for water utilities bill-to-cash management**: The Software includes mobile components that can solely be used:

面向能源公用事业仪表数据管理和运算的 SAP S/4HANA [面向能源公用事业仪表数据管理和运算的 ERP 商务套件]、面向能源公用事业计费到收款管理的 SAP S/4HANA [面向能源公用事业计费到收款管理的 ERP 商务套件]、面向水务仪表数据管理和运算的 SAP S/4HANA [面向水务仪表数据管理和运算的 ERP 商务套件]、面向水务计费到收款管理的 SAP S/4HANA [面向水务计费到收款管理的 ERP 商务套件]: 软件包括移动组件，仅可用作：

a) as a runtime for SAP S/4HANA for energy utilities meter data management and operations and/or SAP S/4HANA for energy utilities bill-to-cash management and/orSAP S/4HANA for water utilities meter data management and operations and/or SAP S/4HANA for water utilities bill-to-cash management; and

面向能源公用事业仪表数据管理和运算的 SAP S/4HANA 和/或面向能源公用事业计费到收款管理的 SAP S/4HANA 和/或面向水务仪表数据管理和运算的 SAP S/4HANA 和/或面向水务计费到收款管理的 SAP S/4HANA 的运行时软件；和

b) for customers' extensions and enhancements to SAP S/4HANA for energy utilities meter data management and operations and/or SAP S/4HANA for energy utilities bill-to-cash management and/or SAP S/4HANA for water utilities meter data management and operations and/or SAP S/4HANA for water utilities bill-to-cash management.

面向能源公用事业仪表数据管理和运算的 SAP S/4HANA 和/或面向能源公用事业计费到收款管理的 SAP S/4HANA 和/或面向水务仪表数据管理和运算的 SAP S/4HANA 和/或面向水务计费到收款管理的 SAP S/4HANA 的客户扩展和增强。

The SAP Multichannel Foundation for Utilities includes any users necessary for SAP Gateway access.

SAP Multichannel Foundation for Utilities and Public Sector [公用事业和公共部门的多渠道基础]包括访问 SAP Gateway [网关]所必需的任何用户。

2.13. **SAP S/4HANA Enterprise Portfolio and Project Management, professional**: includes runtime functionality of planning application kit, SAP Lumira Designer and SAP Lumira Server.

面向企业产品组合与项目管理的 SAP S/4HANA（专业版）[面向企业产品组合与项目管理的 ERP 商务套件专业版]: 包括计划应用程序套件的运行时功能、SAP Lumira（设计师版）[数据可视化设计师版]以及 SAP Lumira（服务器版）。

2.14. **SAP S/4HANA Enterprise Portfolio and Project Management, standard**: includes right to view project and portfolio information, use analytical capabilities, approve projects, phases and decision points, fill out questionnaires, provide input for financial and capacity planning, view and confirm assigned tasks and report project efforts. It also includes runtime functionality of planning application kit, SAP Lumira Designer and SAP Lumira Server.

面向企业产品组合与项目管理的 SAP S/4HANA（标准版）[面向企业产品组合与项目管理的 ERP 商务套件标准版]: 包括查看项目和产品组合信息，使用分析功能，审批项目、阶段和决策点，填写调查问卷，提供财务和产能计划数据，查看并确认分配的任务以及报告项目工作的权利。

SAP Enterprise Portfolio and Project Management（标准版）也包括计划应用程序套件的运行时功能、SAP Lumira（设计师版）以及 SAP Lumira（服务器版）。

2.15. **SAP S/4HANA for O&G secondary distribution management**: includes a license of the industry package "SAP S/4HANA Oil & Gas for hydrocarbon management" for up to 50,000 BOEPD sold. When licensed with SAP S/4HANA for O&G retail fuel network operations, the total license of the industry package "SAP S/4HANA Oil & Gas for hydrocarbon management" remains up to 50,000 BOEPD sold.

面向二次配送管理的 SAP S/4HANA Oil & Gas [面向二次配送管理的石油和天然气行业 ERP 商务套件]: 包括“面向油气管理的 SAP S/4HANA Oil & Gas [面向油气管理的石油和天然气行业 ERP 商务套件]”行业包许可高达 50,000 的 BOEPD 售出量。与面向燃料零售网络运营的 SAP S/4HANA Oil & Gas [面向燃料零售网络运营的石油和天然气行业]一起获得许可时，“面向油气管理的 SAP S/4HANA Oil & Gas [面向油气管理的石油和天然气行业]”行业包总许可高达 50,000 的 BOEPD 售出量。

2.16. **SAP S/4HANA for O&G retail fuel network operations**: includes a license of the industry package "SAP S/4HANA Oil & Gas for hydrocarbon management" for up to 50,000 BOEPD sold. When licensed with SAP S/4HANA for O&G secondary distribution management, the total license of the industry package "SAP S/4HANA Oil & Gas for hydrocarbon management" remains up to 50,000 BOEPD sold.

面向燃料零售网络运营的 SAP S/4HANA Oil & Gas：包括“面向油气管理的 SAP S/4HANA Oil & Gas”行业包许可高达 50,000 的 BOEPD 售出量。与面向二次配送管理的 SAP S/4HANA Oil & Gas [面向二次配送管理的石油和天然气行业]一起获得许可时，“面向油气管理的 SAP S/4HANA Oil & Gas”行业包的总许可高达 50,000 的 BOEPD 售出量。

2.17. **SAP S/4HANA Finance for treasury and risk management**: Use of SAP S/4HANA Finance for treasury and risk management is limited to a maximum of 100 active, investment-related security classes in the securities area*. In case a larger number of security classes are required, SAP Financial Asset Management for Insurance must be licensed.

面向资金与风险管理的 SAP S/4HANA Finance [面向资金与风险管理的财务：面向资金与风险管理的 SAP S/4HANA Finance 的使用上限为证券领域内一百（100）种投资相关的活跃证券类别*。如需要更大数量的证券类别，则须就 SAP Financial Asset Management for Insurance [保险业财务资产管理]取得许可。

*In the SAP system each security (e.g. stocks) is a class. The class data includes all the structure characteristics of a security. Since the creation of transactions and the management of positions in the transaction manager are based on product types, each class needs to be assigned to a product type.

在 SAP 系统中，每种证券（如股票）均属于一个类别。类别数据包括证券的所有结构特征。由于在交易管理器中创建交易和管理头寸需以产品类型为基础，所以每个类别均需分配给一个产品类型。

2.18. **SAP Business Integrity Screening for S/4HANA**: Customer is allowed to create new tables and new views (database views, analytical views, projection views, attribute views, calculation views, etc.) on the database as long as they are used in the context of the SAP Business Integrity Screening for S/4HANA solution (e.g. to setup rules which access these tables/views).

面向 SAP S/4HANA 的 SAP Business Integrity Screening [面向 ERP 商务套件的商务合规审查]：客户可以在数据库上创建新表和新视图（数据库视图、分析视图、预测视图、属性视图、计算视图等），但需在面向 SAP S/4HANA 的 SAP Business Integrity Screening 解决方案中使用（例如设置访问这些表/视图的规则）。

2.19. **SAP S/4HANA R&D for Enterprise Product Engineering**: Use of collaborative product development and product structure synchronization functionality is limited to product development functionality. Use of SAP 3D Visual Enterprise Generator is limited to 1 core of usage. SAP S/4HANA R&D for Enterprise Product Engineering, standard includes rights to view, track status and release master data objects including change records, document information records and bills of material.

面向企业产品工程研发的 SAP S/4HANA [面向企业产品工程研发的 ERP 商务套件]：对协作产品开发和产品结构同步功能的使用仅限于产品开发功能。对 SAP 3D Visual Enterprise Generator 的使用仅限于 1 个使用内核。面向企业产品工程研发的 SAP S/4HANA（标准版）[面向企业产品工程研发的 ERP 商务套件标准版]包括查看、跟踪状态和发布主数据对象（包括变更记录、文档信息记录和物料清单）的权利。

2.20. **SAP S/4HANA R&D for Enterprise Product Formulation**: Use of collaborative product development and product structure synchronization functionality is limited to recipe development functionality. SAP S/4HANA R&D for Enterprise Product Formulation, standard includes rights to view, track status and release master data objects including change records, master recipes, document information records and bills of material. In addition, users can view objects created in recipe development including specifications, recipes and any attached documents.

面向企业产品配方研发的 SAP S/4HANA [面向企业产品配方研发的 ERP 商务套件]：对协作产品开发和产品结构同步功能的使用仅限于配方开发功能。面向企业产品配方研发的 SAP S/4HANA（标准版）[面向企业产品配方研发的 ERP 商务套件标准版]包括查看、跟踪状态和发布主数据对象（包括变更记录、主配方、文档信息记录和物料清单）的权利。此外，用户还可以查看配方开发中创建的对象，包括规格、配方和任何附加文档。

2.21. **SAP Knowledge Accelerator Bundle for S/4HANA**: may be used to meet Customer's employee training needs and may not be used by or on behalf of any third party. Notwithstanding any other provision of the Training Schedule, User license metrics of Knowledge Acceleration may not be transferred to other individuals, even if the original user is no longer permitted access to Knowledge Acceleration. If an individual is no longer employed by Customer, Customer may transfer such individual's User license count to another user.

面向 SAP S/4HANA 的 SAP Knowledge Acceleration 捆绑包[面向 ERP 商务套件的知识加速捆绑包]：可用于满足客户的员工培训需求，但不可由任何第三方使用或代表任何第三方使用。纵使培训协议中有任何其他规定，仍不得将 SAP Knowledge Acceleration [知识加速]的用户许可指标转让给其他个人，即使原始用户不再被许可访问 SAP Knowledge Acceleration 的情况下，也是如此。如某个人不再由客户雇用，客户可以将该个人的用户许可指标转让给另一个用户

2.22. **Sales and Service Order Execution for B2B and B2C for S/4HANA**: is licensed for Use to place and process Orders in licensed SAP S/4HANA Enterprise Management Software through licensed SAP Business Technology Platform (inclusive of any authorized applications running thereupon) and/or Non-SAP Application(s). "Non-SAP Application(s)" means any technologies, other than licensed Package(s), for which Customer has secured an appropriate license from an entity other than SAP, SAP SE, and/or any of its/their subsidiaries and/or distributors.

面向 S/4HANA 的 SAP Sales and Service Order Execution [面向 ERP 商务套件的销售和服务订单执行]（B2B 和 B2C）：可用于通过获得许可的 SAP Business Technology Platform [业务技术云平台]（包括在其上运行的任何经授权的应用程序）和/或非 SAP 应用程序，在获得许可的 SAP S/4HANA Enterprise Management 软件中下达和处理订单。“非 SAP 应用程序”是指许可包以外的任何技术，客户已经从除 SAP、SAP SE 和/或其任何子公司和/或经销商以外的实体处获得此类技术的适当许可。

2.23. **Sales and Service Order Execution for B2C for S/4HANA**: is licensed for Use by Consumers to place and process Orders in licensed SAP S/4HANA Enterprise Management Software through licensed SAP Business Technology Platform (inclusive of any authorized applications running thereupon) and/or Non-SAP Application(s). "Non-SAP Application(s)" means any technologies, other than licensed Package(s), for which Customer has secured an appropriate license from an entity other than SAP, SAP SE, and/or any of its/their subsidiaries and/or distributors.

面向 S/4HANA 的 SAP Sales and Service Order Execution（B2C）：可供消费者用于通过获得许可的 SAP Business Technology Platform（包括在其上运行的任何经授权的应用程序）和/或非 SAP 应用程序，在获得许可的 SAP S/4HANA Enterprise Management 软件中下达和处理订单。“非 SAP 应用程序”是指许可包以外的任何技术，客户已经从除 SAP、SAP SE 和/或其任何子公司和/或经销商以外的实体处获得此类技术的适当许可。

2.24. **Purchase Order Execution for S/4HANA**: is licensed for Use to create and process Purchase Orders in licensed SAP S/4HANA Enterprise Management Software through licensed SAP Business Technology Platform (inclusive of any authorized applications running thereupon) and/or Non-SAP Application(s). "Non-SAP Application(s)" means any technologies, other than licensed Package(s), for which Customer has secured an appropriate license from an entity other than SAP, SAP SE, and/or any of its/their subsidiaries and/or distributors.

SAP Purchase Order Execution for S/4HANA [面向 ERP 商务套件的采购订单执行]：可用于通过获得许可的 SAP Business Technology Platform（包括在其上运行的任何经授权的应用程序）和/或非 SAP 应用程序，在获得许可的 SAP S/4HANA Enterprise Management 软件中创建和处理采购订单。“非 SAP 应用程序”是指许可包以外的任何技术，客户已经从除 SAP、SAP SE 和/或其任何子公司和/或经销商以外的实体处获得此类技术的适当许可。

2.25. **SAP S/4HANA Oil & Gas for upstream hydrocarbon accounting and management**: Use of the Runtime Software SAP Manufacturing Integration and Intelligence is restricted to upstream production, scheduling, allocation, and maintenance only.
面向上游油气会计和管理的 SAP S/4HANA Oil & Gas [面向上游油气会计和管理的石油和天然气行业 ERP 商务套件]：SAP Manufacturing Integration and Intelligence 作为运行时软件使用时，只能用于上游生产、安排、分配和维护。

2.26. **SAP S/4HANA Oil & Gas for upstream contracts management**: Upstream Contracts Management and Upstream Oil and Gas, which include Joint Venture Accounting functionality, also include limited use rights for SAP Document and Reporting Compliance. The license to use SAP Document and Reporting Compliance is limited to use within the reporting scope of Upstream Contracts Management and Upstream Oil and Gas licenses. Any use beyond the reporting scope of Upstream Contracts Management and Upstream Oil and Gas requires SAP Document and Reporting Compliance to be fully licensed separately.
面向上游合同管理的 SAP S/4HANA Oil & Gas [面向上游合同管理的石油和天然气行业 ERP 商务套件]：上游合同管理和上游石油和天然气（包括合资企业会计功能）还包括 SAP Document and Reporting Compliance [凭证与报表合规性]的有限使用权利。使用 SAP Document and Reporting Compliance [凭证与报表合规性]的许可仅限于在上游合同管理和上游石油和天然气许可范围内使用。超出上游合同管理和上游石油和天然气的任何使用均须单独获得 SAP Document and Reporting Compliance [凭证与报表合规性]的完全许可。

2.27. **SAP Tax, Benefits, and Payment Processing for Public Sector for S/4HANA**: includes any users necessary for SAP Gateway access. To implement the solution, Customer must also license SAP Tax, Benefits, and Payment Processing for Public Sector for CRM and deploy it on a separate installation from the S/4 HANA installation. Use is restricted to the usage of following capabilities of SAP CRM: Application processing, Debt and enforcement management, Benefit and deduction decision making, Enrollment and declaration processing, Case management, Grantor front-office processes, Financial customer care and dispute management
SAP Tax, Benefits, and Payment Processing for Public Sector for SAP S/4HANA [面向 ERP 商务套件的公共部门税款、福利和支付处理]：包括访问 SAP Gateway 所必需的任何用户。要实施解决方案，客户还必须许可 SAP Tax, Benefits, and Payment Processing for Public Sector for SAP CRM [面向 CRM 的公共部门税款、福利和支付处理]，并将该解决方案部署在 SAP S/4HANA 安装中的单独安装上。仅限使用 SAP CRM 的以下功能：应用程序处理、债务和强制执行管理、福利和扣减决策制定、登记与申报处理、案例管理、发起人前端流程、财务客服和争议管理

2.28. **SAP Tax Compliance for S/4HANA**: includes the following Runtime Software:
SAP Tax Compliance for SAP S/4HANA [面向 ERP 商务套件的税收合规性]：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

2.29. **SAP Business Partner Screening for S/4HANA**: includes the following Runtime Software:
SAP Business Partner Screening for SAP S/4HANA [面向 ERP 商务套件的业务合作伙伴筛查]：包含以下运行时软件：

- SAP Lumira Discovery
  SAP Lumira（发现版）

2.30. **SAP S/4HANA for Advanced Variant Configuration, standard**: includes rights to configure e.g. sales orders using the SAP Fiori-based advanced configurator for materials using configuration profiles of mode “Advanced Variant Configuration” and create material variants for materials using configuration profiles of mode “Advanced Variant Configuration”.
面向高级变式配置的 SAP S/4HANA（标准版）[面向高级变式配置的 ERP 商务套件标准版]：包含利用高级物料配置器为采用“高级变式配置”模式配置文件的物料配置销售订单等变量的权利，以及为采用“高级变式配置”模式配置文件的物料创建变量的权利。

2.31. **SAP OpenHub for S/4HANA**: For purposes of SAP OpenHub for S/4HANA, “**SAP BW**” means the SAP Business Warehouse functionality included in SAP S/4HANA Enterprise Management, and does not include other Business Warehouse products such as SAP BW4/HANA. With this license, data may be exported out of SAP BW into non-SAP software applications in an asynchronous, non-real-time manner. Once data is asynchronously extracted to non-SAP software, there are no additional license fees or SAP Named Users required, provided the use of such data does not result in any updates to and/or trigger any processing capabilities of any licensed Software. For the purposes of this Section, “asynchronous extraction” means downloading data in bulk (i.e. not in response to a real-time Named User or system-generated reporting query) for analytical purposes. Notwithstanding anything to the contrary, provided Customer also has a valid license for SAP S/4HANA Digital Access:
SAP OpenHub for S/4HANA [面向 ERP 商务套件的信息中心]：就 SAP OpenHub for S/4HANA 而言，“**SAP BW**”是指 SAP S/4HANA Enteprise Management 中包含的 SAP Business Warehouse 功能，不包括其他业务仓库产品，如 SAP BW4/HANA [面向内存计算平台的业务仓库]。借助该许可，可将 SAP BW 中的数据以非实时的异步方式导入至非 SAP 软件应用程序中。在将数据异步提取至非 SAP 软件之后，无需额外许可费或 SAP 指定用户，前提是此类数据的使用不会导致任何许可软件的更新和/或触发任何许可软件的任何处理功能。在本节中，“异步提取”是指出于分析目的（而非旨在响应实时指定用户或系统生成的报表查询）批量下载数据。即使有任何相反的规定，但只要客户也拥有 SAP Digital Access for SAP S/4HANA 的有效许可：

a) humans may Use SAP BW through non-SAP software to export data out of SAP BW in a real time manner without the need to be licensed as a “Named User” or “Users” of SAP S/4HANA Enterprise Management; and
人类就可通过非 SAP 软件使用 SAP BW 实时从 SAP BW 中导出数据，且无需许可为 SAP S/4HANA Enterprise Management 的“指定用户”或“用户”；以及

b) non-humans (e.g. bots, sensors, chips, devices, etc.) may Use SAP BW directly or through non-SAP software to export data out of SAP BW in a non-real-time or real time manner without the need to be licensed as “Named User(s)” or “User(s)” of SAP S/4HANA Enterprise Management.
非人类（例如机器人程序、传感器、芯片、设备等）可以直接使用 SAP BW 或通过非 SAP 软件实时或非实时地从 SAP BW 中导出数据，且无需许可为 SAP S/4HANA Enterprise Management 的“指定用户”或“用户”。

2.32. **SAP S/4HANA, supply chain integration add-on for SAP Integrated Business Planning**: may only be used to facilitate the integration of SAP S/4HANA with other SAP Software.
SAP S/4HANA 面向 SAP Integrated Business Planning 的供应链集成扩展组件[ERP 商务套件面向集成业务计划的供应链集成扩展组件]：仅可用于实现 SAP S/4HANA 与其他 SAP 软件的集成。

2.33. **SAP S/4HANA Digital Access**:
SAP Digital Access for SAP S/4HANA：

2.33.1.1. This Package grants:
本包授予：

a) humans a license to Use S/4HANA Enterprise Management ("S/4 EM") through Non-SAP Application(s) that is/are directly integrated to S/4 EM without the need to be licensed as a "Named User" and/or "User" of S/4 EM; and
人类通过与 SAP S/4HANA Enterprise Management（以下简称"S/4 EM"）直接集成的非 SAP 应用程序使用 S/4 EM 的许可，且无需许可为 S/4 EM 的"指定用户"和/或"用户"；以及

b) non-humans (e.g. bots, sensors, chips, devices, etc.) a license to Use S/4 EM directly or through Non-SAP Application(s) that is/are directly integrated to S/4 EM and without the need to be licensed as a "Named User" and/or "User" of S/4 EM (collectively, "Digital Access of S/4 EM").
非人类（例如机器人程序、传感器、芯片、设备等）直接使用或通过与 S/4 EM 直接集成的非 SAP 应用程序使用 S/4 EM 的许可，且无需许可为 S/4 EM 的"指定用户"和/或"用户"（以下统称"S/4 EM 的数字访问"）。

2.33.2. Solely for purposes of SAP S/4HANA Digital Access:
该许可仅限用于 SAP Digital Access for SAP S/4HANA：

a) S/4 EM shall not include SAP Business Warehouse Software.
S/4 EM 不得包含 SAP Business Warehouse 软件。

b) S/4 EM shall include SAP ERP Foundation Starter S/4HANA Compatibility Pack for the period in which Customer otherwise has the right to Use such Compatibility Pack under this Agreement.
S/4 EM 应在客户有权依据本协议使用 SAP ERP Foundation Starter [企业资源规划基础启动包] S/4HANA 兼容包的期限内包括该兼容包。

c) "**Non-SAP Application(s)**" means:
"**非 SAP 应用程序**"是指：

i. any technologies Customer owns and/or for which Customer has secured an appropriate license/subscription from an entity other than SAP, SAP SE, and/or any of its/their subsidiaries and/or distributors (excluding when used solely as a Connectivity App between an SAP Application and S/4 EM, and further excluding when used as a User Interface for S/4 EM); and/or
客户所有和/或客户从除 SAP、SAP SE 和/或其任何子公司和/或经销商以外的实体取得适当许可/租用的任何技术（仅用作 SAP 应用程序和 S/4 EM 之间的连接应用的情况除外，以及用作 S/4 EM 用户界面的情况也除外）；和/或

ii. SAP Technology Solutions.
SAP 技术解决方案。

d) "**User Interface(s)**" means any technologies that
"**用户界面**"是指符合以下条件的任何技术：

i. Customer owns and/or for which Customer has secured an appropriate license/subscription; and
客户所有和/或客户取得适当许可/租用；以及

ii. are used to develop/manage user interaction features and characteristics for S/4 EM.
用于开发/管理 S/4 EM 用户交互功能和特性。

2.33.2.2. Solely for clarity regarding S/4 EM licensing requirements under this Agreement, User Interfaces for S/4 EM shall be deemed part of S/4 EM and therefore require human users Using S/4 EM via such User Interfaces to have a "Named User" and/or "User" license for S/4 EM, as applicable.
仅为明确本协议下的 S/4 EM 许可要求，S/4 EM 的用户界面应视为 S/4 EM 的一部分，因此要求通过该用户界面使用 S/4 EM 的人类用户拥有"指定用户"和/或 S/4 EM"用户"许可（视情况而定）。

a) "**SAP Technology Solution(s)**" means SAP NetWeaver Foundation for Third Party Applications, SAP Business Technology Platform (excluding when used solely as a Connectivity App between an SAP Application and S/4 EM), SAP Signavio Solutions and SAP Process Insights (including any renamed, prior and/or successor versions of any of the foregoing made generally available by SAP, if any, but excluding when any of the foregoing are used as a User Interface for S/4 EM).
"**SAP 技术解决方案**"是指 SAP NetWeaver Foundation for Third Party Applications [第三方应用程序的 NetWeaver 基础]、SAP Business Technology Platform [业务技术平台]（仅用作 SAP 应用程序和 SAP S/4HANA Enterprise Management 之间的连接应用的情况除外）、SAP Signavio 解决方案和 SAP Process Insights [业务流程洞察]（包括 SAP 普遍提供的上述任何应用程序的任何重命名、之前和/或后续版本（如有），但不包括将前述任何版本用作 SAP S/4HANA Enterprise Management 用户界面的情况）。

b) "**Connectivity App(s)**" means any integration technology whose primary function is to directly connect disparate applications to enable the direct communication and/or management of data between such disparate applications by/through such integration technology.
"**连接应用**"是指任何集成技术，此类技术的主要功能是直接连接不同的应用程序，以在不同应用程序之间实现直接的数据通信和/或管理。

c) "**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 Customer has a valid subscription, excluding User Interfaces for S/4 EM, SAP Technology Solutions and all database Packages.
"**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/或客户有效租用的 SAP 云服务，SAP S/4HANA Enterprise Management 用户界面、SAP 技术解决方案和所有数据库包除外。

2.33.2.3. All Digital Access of S/4 EM will be licensed based exclusively upon the number of Documents created annually by such Digital Access of S/4 EM. Documents are unique records (i.e. unique digital line-items/objects) as defined under "Documents for SAP S/4HANA Digital Access" in the metrics section of this SUR. Each Document shall count as 1 Document, except for Material Documents and Financial Documents which shall each count as 0.2 of a Document. However, where the automated processing in S/4 EM of a Document from 1 Document Type results in

the subsequent creation in SAP S/4 EM of 1 or more additional Documents of different Document Type(s), such additional Documents shall not be counted.
所有 SAP S/4HANA Enterprise Management 的数据访问只能根据此类 SAP S/4HANA Enterprise Management 的数据访问每年创建的凭证数量进行许可。凭证是指唯一的记录（即唯一的数字行项目/对象），见本 SUR 指标部分“SAP Digital Access for SAP S/4HANA 的凭证”中所述。每个凭证应算作一（1）个凭证，物料凭证和财务凭证除外，这些凭证每个算作零点二（0.2）个凭证。不过，若 S/4 EM 在自动处理某种类型的凭证后，导致在 SAP S/4 EM 中创建了一种或多种其他类型的附加凭证，此类附加凭证不能按凭证计算。

2.33.2.4. Where a Non-SAP Application is connected to S/4 EM via a Connectivity App, such Non-SAP Application is still deemed directly integrated to S/4 EM for purposes of this provision. Any humans and/or non-humans Using S/4 EM through application(s) that is/are integrated to a Non-SAP Application that is directly integrated to S/4 EM do not need to be licensed as a “Named User” and/or “User” of S/4 EM.
在本协议中，当非 SAP 应用程序通过连接应用连接至 S/4 EM，此类非 SAP 应用程序也视为直接集成至 S/4 EM。任何人类和/或非人类在通过应用程序使用 S/4 EM 时，只要此类应用程序集成至直接与 S/4 EM 集成的非 SAP 应用程序，就无需许可为 S/4 EM 的“指定用户” 和/或“用户”。

2.34. **SAP S/4HANA for financial products subledger, banking option**: Use of SAP S/4HANA for financial products subledger, banking option is limited to functionality and processes for subledger accounting for financial instruments.
面向金融产品分类账的 SAP S/4HANA 银行业选项：面向金融产品分类账的 SAP S/4HANA 银行业选项的使用仅限于针对金融工具分类账会计的功能和流程。

2.35. **SAP S/4HANA for financial products subledger, insurance option, standard edition**: Use of SAP S/4HANA for financial products subledger, insurance option, standard edition includes the functionality and processes for the subledger accounting for insurance contracts only. The software component SAP Profitability and Performance Management is not included in this version.
面向金融产品分类账的 SAP S/4HANA 保险行业选项（标准版）[面向金融产品分类账的 ERP 商务套件保险行业选项标准版]：面向金融产品分类账的 SAP S/4HANA 保险行业选项（标准版）的使用仅包括针对保险合同分类账会计的功能和流程。软件组件 SAP Profitability and Performance Management [盈利能力和绩效管理]不包含在此版本中。

2.36. **SAP Assurance and Compliance Software (ACS) for S/4HANA (included Applications: Business Integrity Screening, Tax Compliance & Audit Management)**: Data replication from another source system leveraging a third party database requires a full-use license for that source database. A runtime database license sold by SAP is not sufficient.
面向 SAP S/4HANA 的 SAP 保证与合规性软件[面向 ERP 商务套件的保证与合规性软件]（包括应用程序：SAP Business Integrity Screening [商务合规审查]、SAP Tax Compliance [税收合规性]和 SAP Audit Management [审计作业平台]：利用第三方数据库从其他源系统中复制数据需要具备对该源数据库的完全使用许可。仅有 SAP 出售的运行时数据库许可是不够的。

2.37. **S/4HANA Insurance for policy management, standard edition:** The software components msg Product Manager Quattro and the Auto add-on by msg are not included in this version.
面向保单管理的 SAP S/4HANA Insurance（标准版）[面向保单管理的 ERP 商务套件保险标准版]：本版本不包括软件组件 msg Product Manager Quattro 和 msg 面向汽车行业提供的扩展组件。

2.38. **SAP S/4HANA for card management**: includes the following Runtime Software: SAP Transactional Banking for SAP S/4HANA, natural person option; SAP S/4HANA Banking for payment centralization; all to be used only in conjunction with SAP S/4HANA for card management.
面向银行卡管理的 SAP S/4HANA：包括以下运行时软件：SAP Transactional Banking for SAP S/4HANA 自然人选项[面向 ERP 商务套件的交易银行业务自然人选项]；SAP S/4HANA Banking 集中付款功能；全部仅与面向银行卡管理的 SAP S/4HANA 一起使用。

2.39. **SAP S/4HANA, financial posting gateway**: addresses cross-industry use cases leveraging master data entities, process steps and calculation methodologies of SAP S/4HANA for financial products subledger, insurance option, full version. SAP S/4HANA, financial posting gateway allows the user to configure and run processes leveraging the following steps only:
SAP S/4HANA，财务过账网关[ERP 商务套件财务过账网关]：利用面向金融产品分类账的 SAP S/4HANA 保险行业选项（完整版）的主数据实体、流程步骤和计算方法支持跨行业用例。SAP S/4HANA，财务过账网关允许用户仅使用以下步骤配置和运行流程：

a) Process Step “Register” for Contracts, Portfolios, Business Transactions and SAP S/4HANA Business Partner Data
针对合同、投资组合、业务交易和 SAP S/4HANA 业务伙伴数据执行“注册”流程步骤
b) Process Step “Accrue” leveraging delivered Target Values
利用提供的目标值执行“应计”流程步骤
c) Process Step “Defer” leveraging delivered Target Values and straight-line deferral
利用提供的目标值和直线递延执行“递延”流程步骤
d) Process Step “Value FX” for FX conversions, based on Market Rates in the corresponding tables
根据相应表中的市场汇率执行“评估外汇”流程步骤，进行外汇转换
e) Process Step “Classify” for business events that lead to an accounting change
针对导致会计核算变更的业务事件执行“分类”流程步骤
f) Process Step “Carryforward” as part of the year-end closing activities
在年末结算活动中执行“结转”流程步骤
g) Process Step “Adjust” for manual adjustment
执行“调整”流程步骤，进行手动调整
h) Process Step “Split Revenue” for Allocations
执行“分割收入”流程步骤，进行收入分配
i) Processing of Imported Subledger Documents for enrichment and additional handling
处理导入的子分类账凭证，丰富数据和执行其他处理
j) General Ledger Connector
总账连接器
k) Data Load Layer
数据加载层

2.40. **SAP S/4HANA for manufacturing logistics**: includes Runtime Software of SAP S/4HANA Supply Chain for extended warehouse management (EWM) and SAP S/4HANA Supply Chain for Transportation Planning & Execution. Use of SAP S/4HANA Supply Chain for Transportation Planning & Execution is limited to shuttle functionality and inbound cargo registration (ICR) functionality.

面向制造物流的 SAP S/4HANA [面向制造物流的 ERP 商务套件]：包括面向扩展仓库管理的 SAP S/4HANA Supply Chain [面向扩展仓库管理的 ERP 商务套件供应链]和面向运输计划与执行的 SAP S/4HANA Supply Chain [面向运输计划与执行的 ERP 商务套件供应链]的运行时软件。对面向运输计划与执行的 SAP S/4HANA Supply Chain 的使用仅限于往返货运功能和入库货物登记（ICR）功能。

2.41. **SAP S/4HANA Supply Chain for Transportation Charge Management**; **SAP S/4HANA Supply Chain for Transportation Planning & Execution**; and **SAP Transportation Management for T&L on SAP S/4HANA**: These packages include SAP Event Management on SAP S/4HANA, but use of SAP Event Management on SAP S/4HANA is limited to transportation processes covered by SAP Transportation Management, such as the tracking of freight orders and freight units.

SAP S/4HANA Supply Chain for Transportation Charge Management [面向运输费用管理的 ERP 商务套件供应链]；SAP S/4HANA Supply Chain for Transportation Planning & Execution [面向运输计划与执行的 ERP 商务套件供应链]；以及 **SAP Transportation Management for T&L on SAP S/4HANA [基于 ERP 商务套件面向物流运输行业的运输管理]：**这些包中包括 SAP Event Management on SAP S/4HANA，但对 SAP Event Management on SAP S/4HANA 的使用仅限于 SAP Transportation Management [运输管理]所涵盖的运输流程，例如，货运订单和货运单位跟踪。

3. S/4HANA THIRD PARTY RESELLING

SAP S/4HANA 第三方转售

3.1. **SAP Archiving and Document Access by OpenText for SAP S/4HANA**: Use is defined as access by employees and contractors who directly use the SAP Software components e.g. enterprise scan, business process views, full text search, etc. and/or store or retrieve documents on the OpenText Archive Server. Support for Data archiving and access of archived data as well as support for SAP Information Lifecycle Management is included for the licensed entity as long as the Customer has licensed the minimum number of Document Access users.

面向 SAP S/4HANA 的 SAP Archiving and Document Access by OpenText [面向 ERP 商务套件的归档和文档访问]：使用是指正式员工与合同派遣制员工直接使用企业扫描、业务流程视图、全文本搜索等 SAP 软件组件进行访问，以及/或者在 OpenText 归档服务器中存储或检索文档。只要客户取得最低数量的文档访问用户许可，对于获得许可的实体，数据归档和访问已归档数据的支持以及 SAP Information Lifecycle Management 支持均包含在内。

3.2. **SAP Archiving and Document Access by OpenText, limited access option for SAP S/4HANA, SAP Extended ECM by OpenText, limited access option for SAP S/4HANA**: Each of Customer's Users are limited to 52 Login Days per year. A "Login Day" means a day with 1 or more logins to the software by such user.

SAP Archiving and Document Access by OpenText 面向 SAP S/4HANA 的受限访问选项[归档和文档访问面向 ERP 商务套件的受限访问选项]、SAP Extended ECM by OpenText 面向 SAP S/4HANA 的受限访问选项[扩展的企业内容管理面向 ERP 商务套件的受限访问选项：每个客户的用户限制为每年 52 个登录日。"登录日"是指该等用户一次或多次登录软件的一天。

4. ERP

4.1. **Purchase Order Execution**: Purchase Order Execution ("**POE**") is licensed for Use (excluding by employees of Customer) to create and process Purchase Orders in licensed ERP Software through licensed SAP Business Technology Platform (inclusive of any authorized applications running thereupon) and/or Non-SAP Application(s). Use of POE does not require a Named User license. Non-SAP Application(s)" means any technologies, other than licensed Package(s), for which Customer has secured an appropriate license from an entity other than SAP, SAP SE, and/or any of its/their subsidiaries and/or distributors.

SAP Purchase Order Execution [采购订单执行]：SAP Purchase Order Execution（以下简称"**POE**"）可用于通过获得许可的 SAP Business Technology Platform（包括在其上运行的任何经授权的应用程序）和/或非 SAP 应用程序，在获得许可的 ERP 软件中创建和处理采购订单，但此许可使用不包括客户的员工。POE 的使用不需要指定用户许可。"非 SAP 应用程序"是指许可包以外的任何技术，客户已经从除 SAP、SAP SE 和/或其任何子公司和/或经销商以外的实体处获得此类技术的适当许可。

4.2. **Sales and Service Order Execution for B2B and B2C**: Sales and Service Order Execution for B2B and B2C ("**SOE B2B/C**") is licensed for Use (excluding by employees of Customer) to place and process Orders in licensed ERP Software through licensed SAP Business Technology Platform (inclusive of any authorized applications running thereupon) and/or Non-SAP Application(s). Use of SOE B2B/C does not require a Named User license. "Non-SAP Application(s)" means any technologies, other than licensed Package(s), for which Customer has secured an appropriate license from an entity other than SAP, SAP SE, and/or any of its/their subsidiaries and/or distributors.

SAP Sales and Service Order Execution [销售和服务订单执行]（B2B 和 B2C）：SAP Sales and Service Order Execution（B2B 和 B2C）（以下简称"**SOE B2B/C**"）可用于通过获得许可的 SAP Business Technology Platform（包括在其上运行的任何经授权的应用程序）和/或非 SAP 应用程序，在获得许可的 ERP 软件中下达和处理订单，但此许可使用不包括客户的员工。SOE B2B/C 的使用不需要指定用户许可。"非 SAP 应用程序"是指许可包以外的任何技术，客户已经从除 SAP、SAP SE 和/或其任何子公司和/或经销商以外的实体处获得此类技术的适当许可。

4.3. **Sales and Service Order Execution for B2C**: Sales and Service Order Execution for B2C ("**SOE B2C**") is licensed for Use by Consumers to place and process Orders in licensed ERP Software through licensed SAP Business Technology Platform (inclusive of any authorized applications running thereupon) and/or Non-SAP Application(s). Use of SOE B2C does not require a Named User license. "Non-SAP Application(s)" means any technologies, other than licensed Package(s), for which Customer has secured an appropriate license from an entity other than SAP, SAP SE, and/or any of its/their subsidiaries and/or distributors.

SAP Sales and Service Order Execution (B2C)：SAP Sales and Service Order Execution (B2C)（以下简称"**SOE B2C**"）可供消费者用于通过获得许可的 SAP Business Technology Platform（包括在其上运行的任何经授权的应用程序）和/或非 SAP 应用程序，在获得许可的 ERP 软件中下达和处理订单。SOE B2C 的使用不需要指定用户许可。"非 SAP 应用程序"是指许可包以外的任何技术，客户已经从除 SAP、SAP SE 和/或其任何子公司和/或经销商以外的实体处获得此类技术的适当许可。

4.4. **SAP Digital Access**: This Package grants (a) humans a license to Use SAP ERP ("**ERP**") through Non-SAP Application(s) that is/are directly integrated to ERP without the need to be licensed as a "Named User" of ERP and (b) non-humans (e.g. bots, sensors, chips, devices, etc.) a

license to Use ERP directly or through Non-SAP Application(s) that is/are directly integrated to ERP and without the need to be licensed as a "Named User" of ERP (collectively, "Digital Access of ERP").

SAP Digital Access：本包授予 (a) 人类通过与 SAP ERP（以下简称"**ERP**"）直接集成的非 SAP 应用程序使用 ERP 的许可，且无需许可为 ERP 的"指定用户"，以及 (b) 非人类（例如机器人程序、传感器、芯片、设备等）直接使用或通过与 ERP 直接集成的非 SAP 应用程序使用 ERP 的许可，且无需许可为 ERP 的"指定用户"（以下统称"ERP 的数字访问"）。

4.4.1. Solely for purposes of SAP Digital Access:
该许可仅限用于 SAP Digital Access：

a) ERP shall not include SAP Business Warehouse Software.
ERP 不得包含 SAP Business Warehouse 软件。

b) "**Non-SAP Application(s)**" means:
"**非 SAP 应用程序**"是指：

i. any technologies Customer owns and/or for which Customer has secured an appropriate license/subscription from an entity other than SAP, SAP SE, and/or any of its/their subsidiaries and/or distributors (excluding when used solely as a Connectivity App between an SAP Application and ERP, and further excluding when used as a User Interface for ERP); and/or
客户所有和/或客户从除 SAP、SAP SE 和/或其任何子公司和/或经销商以外的实体取得适当许可/租用的任何技术（仅用作 SAP 应用程序和 ERP 之间的连接应用的情况除外，以及用作 ERP 用户界面的情况也除外）；和/或

ii. SAP Technology Solutions.
SAP 技术解决方案。

c) "**User Interface(s)**" means any technologies that
"**用户界面**"是指符合以下条件的任何技术：

i. Customer owns and/or for which Customer has secured an appropriate license/subscription and
客户所有和/或客户取得适当许可/租用；以及

ii. is/are used to develop/manage user interaction features and characteristics for ERP. Solely for clarity regarding ERP licensing requirements under this Agreement, User Interfaces for ERP shall be deemed part of ERP and therefore require human users Using ERP via such User Interfaces to have a "Named User" and/or "User" license for ERP, as applicable.
用于开发/管理 ERP 用户交互功能和特性。仅为明确本协议下的 ERP 许可要求，ERP 的用户界面应视为 ERP 的一部分，因此要求通过该用户界面使用 ERP 的人类用户拥有"指定用户"和/或 ERP"用户"许可（视情况而定）。

d) "**SAP Technology Solution(s)**" means SAP NetWeaver Foundation for Third Party Applications, SAP Business Technology Platform (excluding when used solely as a Connectivity App between an SAP Application and ERP), SAP Signavio Solutions and SAP Process Insights (including any renamed, prior and/or successor versions of any of the foregoing made generally available by SAP, if any but excluding when any of the foregoing are used as a User Interface for ERP).
"**SAP 技术解决方案**"是指 SAP NetWeaver Foundation for Third Party Applications [第三方应用程序的 NetWeaver 基础]、SAP Business Technology Platform（仅用作 SAP 应用程序和 ERP 之间的连接应用的情况除外）、SAP Signavio 解决方案和 SAP Process Insights [业务流程洞察]（包括 SAP 普遍提供的上述任何应用程序的任何重命名、之前和/或后续版本（如有），但不包括将前述任何版本用作 ERP 用户界面的情况）。

e) "**Connectivity App(s)**" means any integration technology whose primary function is to directly connect disparate applications to enable the direct communication and/or management of data between such disparate applications by/through such integration technology.
"**连接应用**"是指任何集成技术，此类技术的主要功能是直接连接不同的应用程序，以在不同应用程序之间实现直接的数据通信和/或管理。

f) "**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 Customer has a valid subscription, excluding User Interfaces for ERP, SAP Technology Solutions and all database Packages.
"**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/或客户有效租用的 SAP 云服务，ERP 用户界面、SAP 技术解决方案和所有数据库包除外。

4.4.2. All Digital Access of ERP will be licensed based exclusively upon the number of Documents created annually by such Digital Access of ERP. Documents are unique records (i.e. unique digital line-items/objects) as defined under "Documents for SAP Digital Access" in the metrics section of this SUR. Each Document shall count as 1 Document, except for Material Documents and Financial Documents which shall each count as 0.2 of a Document. However, where the automated processing in ERP of a Document from 1 Document Type results in the subsequent creation in ERP of 1 or more additional Documents of different Document Type(s), such additional Documents shall not be counted.
所有 ERP 的数据访问只能根据此类 ERP 的数据访问每年创建的凭证数量进行许可。凭证是指唯一的记录（即唯一的数字行项目/对象），见本 SUR 指标部分"SAP Digital Access 的凭证"中所述。每个凭证应算作一（1）个凭证，物料凭证和财务凭证除外，这些凭证每个算作零点二（0.2）个凭证。不过，若 ERP 在自动处理某种类型的凭证后，导致在 ERP 中创建了一种或多种其他类型的附加凭证，此类附加凭证不能按凭证计算。

4.4.3. Where a Non-SAP Application is connected to ERP via a Connectivity App, such Non-SAP Application is still deemed directly integrated to ERP for purposes of this provision. Any humans and/or non-humans Using ERP through application(s) that is/are integrated to a Non-SAP Application that is directly integrated to ERP do not need to be licensed as a "Named User" of ERP.
在本协议中，当非 SAP 应用程序通过连接应用连接至 ERP，此类非 SAP 应用程序也视为直接集成至 ERP。任何人类和/或非人类在通过应用程序使用 ERP 时，只要此类应用程序集成至直接与 ERP 集成的非 SAP 应用程序，就无需许可为 ERP 的"指定用户"。

4.5. **SAP Enterprise Risk and Compliance Management, risk management and Bank Communication Management**: may require an additional component downloaded from a third party mobile application store. Each additional component is subject to its respective license agreement.
SAP Enterprise Risk and Compliance Management 风险管理[企业风险与合规管理的风险管理]和 SAP Bank Communication Management [银行通信管理]：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。

4.6. **SAP Treasury and Risk Management**: Use of SAP Treasury and Risk Management is limited to a maximum of 100 active, investment-related security classes in the securities area*. In case a larger number of security classes are required, the Industry Package SAP Financial Asset Management for Insurance have to be licensed.

SAP Treasury and Risk Management [资金和风险管理]：SAP Treasury and Risk Management 的使用上限为证券领域内一百（100）种投资相关的活跃证券类别*。如需要更大数量的证券类别，则须就产业包面向财务资产管理的 SAP Financial Asset Management for Insurance 取得许可。

* In the SAP system each security (e.g. stocks) is a class. The class data includes all the structure characteristics of a security. Since the creation of transactions and the management of positions in the transaction manager are based on product types, each class needs to be assigned to a product type.

在 SAP 系统中，每种证券（如股票）均属于一个类别。类别数据包括证券的所有结构特征。由于在交易管理器中创建交易和管理头寸需以产品类型为基础，所以每个类别均需分配给一个产品类型。

4.7. **SAP (EHS Management, Environment, Health and Safety; SAP EHS Management, Product Safety; SAP EHS Management, Product and REACH compliance)**: SAP only warrants the functional scope of the aforementioned products. However, SAP does not warrant or guarantee regulatory compliance of these products. Implementation of these products in accordance with regulatory compliance requirements is within the responsibility of Customer. SAP provides publicly available information to support business processes of calculations and reporting, herein called content, within the EHS Management, Environment, Health, and Safety software product. SAP does not warrant the accuracy of this content or that Customer will obtain any specific results from the use of the content. SAP only warrants that SAP has used reasonable business care in collecting and compiling the content.

SAP EHS Management [环境、健康和安全管理]环境、健康与安全；SAP EHS Management 产品安全[环境、健康和安全管理产品安全]；SAP EHS Management 产品与 REACH 合规[环境、健康和安全管理产品与 REACH 合规]：SAP 仅对前述产品的功能范围做出担保。SAP 不对这些产品的合规性予以担保或保证。根据合规要求部署这些产品是客户的责任。SAP 在 SAP EHS Management 环境、健康与安全软件产品范围内为计算和报告（称为内容）业务流程提供可公开获取的信息。SAP 对该内容的准确性不做任何担保，也不保证客户会因使用该内容而获得任何特定结果。SAP 仅保证在收集和汇总该内容的过程中，采取了合理、谨慎的业务态度。

4.8. **SAP EHS Management, Environment, Health and Safety**: Individuals who utilize the incident management functionality of SAP EHS Management, Environment, Health and Safety solely to enter data for initial incident reporting and to provide data for incident investigations do not require a Named User license. Such data entry may occur asynchronously (off-line) via the Adobe Interactive Form tool, synchronously (on-line) by direct interaction with the SAP system, or via mobile devices. This exception applies only to incident management data entry use, and does not apply to any other uses of the incident management functionality or any other functionality of SAP EHS Management including incident processing, investigation, and performance and regulatory reporting. SAP EHS Management, , environment, health, and safety does not include rights to SAP EHS Management, Product Safety and SAP EHS Management, Product REACH and Compliance. The SAP EHS Management, Environment, Health and Safety may require an additional component downloaded from a third party mobile application store. Each additional component is subject to its respective license agreement. The SAP EHS Management, Environment, Health and Safety includes mobile platform functionality.

SAP EHS Management 环境、健康与安全：仅出于为初始事件报告输入数据和为事件调查提供数据而使用 SAP EHS Management 环境、健康和安全的个人不需要获得指定用户许可。此类数据输入可通过 SAP Interactive Forms by Adobe 工具异步（离线）进行，或者与 SAP 系统直接交互同步（在线）进行，或者通过移动设备进行。这种例外仅适用于事件管理数据的输入，而不适用于事件管理功能或 SAP EHS Management 任何其他功能的任何其他使用方式，其中包括事件处理、调查、绩效与法规报告。SAP EHS Management 环境、健康和安全不包含 SAP EHS Management 产品安全和 SAP EHS Management 产品与 REACH 合规的权限。SAP EHS Management 环境、健康和安全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。SAP EHS Management 环境、健康和安全包含移动平台功能。

4.9. **SAP Quality Issue Management**: Individuals who Use SAP Quality Issue Management solely to enter data for initial incident reporting and to provide data for incident investigations (open and close incidents) do not require Named User licenses. Such data entry may occur asynchronously (off-line) via the Adobe Interactive Form tool, synchronously (on-line) by direct interaction with the SAP system, or via mobile devices. This exception applies only to incident management data entry use, and does not apply to any other uses of the incident management functionality or any other functionality of SAP Quality Issue Management.

SAP Quality Issue Management [质量问题管理]：仅出于为初始事件报告输入数据和为事件调查（创建和关闭事件）提供数据而使用 SAP Quality Issue Management 的个人不需要获得指定用户许可。此类数据输入可通过 SAP Interactive Forms by Adobe 工具异步（离线）进行，或者与 SAP 系统直接交互同步（在线）进行，或者通过移动设备进行。这种例外仅适用于事件管理数据的输入，而不适用于事件管理功能或 SAP Quality Issue Management 任何其他功能的任何其他使用方式。

4.10. **SAP Management of Change**: A named user license is not required for employees, contractors, and business partner users that interact with SAP Management of Change solely to create a change request. This exception applies only change request creation, and does not apply to the use of any other functionality of SAP Management of Change including approvals.

SAP Management of Change [资产变更管理]：对于那些与 SAP Management of Change 交互、仅为创建变更请求的员工、承包商和业务合作伙伴用户来说，无需获得指定用户许可。但这一例外仅适用于创建变更请求，不适用于 SAP Management of Change 任何其他功能的使用（包括审批）。

5. LINE OF BUSINESS

业务线

5.1. **Track & Trace and Extended Warehouse Management**: Business Partners of Customer accessing Track & Trace and Extended Warehouse Management solutions solely to view the tracking status and report event messages do not require a SAP Named User license.

追踪与追溯包和 SAP Extended Warehouse Management：仅出于查看跟踪状态和报告事件消息的目的而访问追踪与追溯包和 SAP Extended Warehouse Management 解决方案的客户业务合作伙伴不需要获得 SAP 指定用户许可。

5.2. **SAP Transportation Management/SAP Transportation Management for T&L**: External users provide or view information to SAP Transportation Management/SAP Transportation Management for T&L as part of the planning, execution or settlement of freight within SAP TM. External users include customers, vendors, employees of business partners or drivers employed by the Customer. External users do not require a SAP Named User License. This includes any user necessary for SAP Gateway access.

SAP Transportation Management/SAP Transportation Management for T&L [面向物流运输行业的运输管理]：在 SAP Transportation Management 中执行运费计划、执行或结算时，外部用户可以向 SAP Transportation Management/SAP Transportation Management for T&L 提

供信息或查看其中的信息。外部用户包括客户、供应商、业务合作伙伴员工或客户雇用的驾驶员。外部用户不需要 SAP 指定用户许可。其中包括访问 SAP Gateway 所必需的任何用户。

5.3. **SAP Manufacturing Execution (ME)**: includes SAP Manufacturing Integration and Intelligence (MII) as Runtime Software solely for use in integrating ME to Customer's SAP system.
SAP Manufacturing Execution [制造执行]（ME）：将 SAP Manufacturing Integration and Intelligence (MII)作为运行时软件包含在内，仅用于将 ME 集成至客户的 SAP 系统。

5.4. **SAP Customer Engagement and Commerce (CEC)**:
SAP Customer Engagement and Commerce [客户互动与商务]（CEC）：

5.4.1. Use of the following CEC Packages does not require a Named User license:
使用下列 CEC 包不需要具备指定用户许可：

a) SAP CRM Sales
SAP CRM Sales [客户关系管理销售]
b) SAP CRM Service
SAP CRM Service [客户关系管理服务]
c) SAP CRM Marketing
SAP CRM Marketing [客户关系管理市场营销]
d) SAP CRM Loyalty Management
SAP CRM Loyalty Management [客户关系管理忠诚度管理]
e) SAP Sales and Service Order Execution for B2C
面向 B2C 的 SAP Sales and Service Order Execution [销售和服务订单执行]
f) SAP Sales and Service Order Execution for B2B & B2C
面向 B2B 和 B2C 的 SAP Sales and Service Order Execution [销售和服务订单执行]
g) SAP Contact Center
h) SAP Trade Promotion Planning and Management
i) SAP Advanced Analytics for Trade Management
SAP Advanced Trade Management Analytics [高级贸易管理分析]
j) SAP Customer Business Planning
k) SAP Configure, Price and Quote for product configuration
SAP Variant Configuration and Pricing [变式配置与报价]
l) SAP Configure, Price and Quote for solution sales configuration
SAP Solution Sales Configuration [解决方案销售配置]
m) Desktop Connection for SAP CRM – enterprise edition
面向 SAP CRM 的桌面连接（企业版）[面向客户关系管理的桌面连接企业版]

5.4.2. Use of the following SAP Billing related Packages does not require a Named User license:
使用下列 SAP Billing [计费]相关包不需要具备指定用户许可：

a) SAP Billing
b) SAP Billing, charging
SAP Convergent Charging
c) SAP Billing, invoicing
SAP Convergent Invoicing [集中开票]
d) SAP Billing, customer financials
SAP Customer Financial Management [客户财务管理]
e) SAP Billing, flexible solution billing
SAP Flexible Solution Billing [解决方案灵活计费]
f) SAP Billing, mediation by DigitalRoute
SAP Convergent Mediation by DigitalRoute [集中中介组件]

5.4.3. Use of the following SAP Packages does not require a Named User license:
使用下列 SAP 包不需要具备指定用户许可：

a) SAP Digital Documents by OpenText, first 200 units
SAP Digital Documents by OpenText 前 200 个单元
b) SAP Digital Asset Management by OpenText
SAP Digital Asset Management by OpenText [数字资产管理]
c) SAP Digital Asset Management by OpenText, limited access option
SAP Digital Asset Management by OpenText 有限访问选项

5.5. **SAP CRM Sales; SAP CRM Service; SAP CRM Marketing**: Use of SAP CRM Sales, SAP CRM Service and SAP CRM Marketing packages is limited to Customer and its affiliates/subsidiaries.
SAP CRM Sales；SAP CRM Service；SAP CRM Marketing：对 SAP CRM Sales、SAP CRM Service 和 SAP CRM Marketing 包的使用仅限于客户及其关联企业/子公司。

5.6. **SAP CRM Sales, Limited Access; SAP CRM Service, Limited Access; SAP CRM Marketing, Limited Access**: Licensing of SAP CRM Sales, Limited Access; SAP CRM Service, Limited Access; or SAP CRM Marketing, Limited Access allows Customer's Business Partners to access the SAP CRM Sales; SAP CRM Service; or SAP CRM Marketing package respectively, in accordance with the terms of the Agreement.
SAP CRM Sales（有限访问版）[客户关系管理销售有限访问版]；SAP CRM Service（有限访问版）[客户关系管理服务有限访问版]；SAP CRM Marketing（有限访问版）[客户关系管理市场营销有限访问版]：SAP CRM Sales（有限访问版）、SAP CRM Service（有限访问版）或

SAP CRM Marketing（有限访问版）的许可允许客户的业务合作伙伴按照协议条款分别使用 SAP CRM Sales、SAP CRM Service 或 SAP CRM Marketing 包。

5.7. **SAP Billing, charging; SAP Billing**: If SAP Billing, charging and SAP Billing Software included in the referenced products is Used for, or in support of, billing or revenue share calculation for pre-paid telecommunications products, services or systems in the Restricted Countries or to remotely support prepaid telecommunication systems in the Restricted Countries then Customer shall be obliged to obtain a license from Freedom Wireless permitting such Use. The Restricted Countries are Australia, Brazil, Canada, China, Israel, Japan, South Korea, Mexico and the United States. Failure to obtain a license from Freedom Wireless permitting such use shall void and release SAP from all related warranties, including without limitation any warranties and/or indemnities with respect to non-infringement of intellectual property rights to the fullest extent provided by applicable law.

SAP Convergent Charging；SAP Billing：如所述产品中包含的 SAP Convergent Charging 和 SAP Billing 软件用于或支持受限制国家/地区的预付费电信产品、服务或系统的账单出具或收益共享计算，或远程支持受限制国家/地区的预付费电信系统，则客户应当有义务从 Freedom Wireless 获取允许该用途的许可。受限制国家/地区包括澳大利亚、巴西、加拿大、中国、以色列、日本、韩国、墨西哥以及美国。未能从 Freedom Wireless 获取允许该用途的许可将使 SAP 的所有相关担保失效并解除，包括但不限于在适用法律允许的最大范围内对于任何知识产权的不侵权担保及任何相关赔偿。

5.8. **SAP Enterprise Product Engineering Package**: Use of collaborative product development and product structure synchronization functionality is limited to product development functionality. Use of SAP 3D Visual Enterprise Generator is limited to 1 core of usage. Any Use in excess of the foregoing will require licensing of the full use version of SAP 3D Visual Enterprise Generator

SAP Enterprise Product Engineering [企业产品工程]包：对协作产品开发和产品结构同步功能的使用仅限于产品开发功能。对 SAP 3D Visual Enterprise Generator 的使用仅限于 1 个使用内核。任何超过上述规定的使用都需要取得 SAP 3D Visual Enterprise Generator 完整使用版本的许可

5.9. **SAP Enterprise Product Formulation Package**: Use of collaborative product development and product structure synchronization functionality is limited to recipe development functionality.

SAP Enterprise Product Formulation [企业产品配方]包：对协作产品开发和产品结构同步功能的使用仅限于配方开发功能。

5.10. **SAP Yard Logistics**: includes Runtime Software of SAP's Extended Warehouse Management (EWM). Use of SAP Extended Warehouse Management excludes Use of processes based on inbound or outbound deliveries, material flow system related functionality, as well as stock-keeping processes (other than Transportation Unit and Yard related processes).

SAP Yard Logistics：包括 SAP Extended Warehouse Management（EWM）的运行时软件。对 SAP Extended Warehouse Management 的使用不包括对仓库进货出货流程、物料流系统相关功能以及仓库管理流程（运输单元和堆场相关流程除外）的使用。

5.11. **SAP ERP, supply chain integration add-on for SAP Integrated Business Planning**: may only be used to facilitate the integration of ERP with other SAP Software.

SAP ERP 面向 SAP Integrated Business Planning 的供应链集成扩展组件[企业资源规划面向集成业务计划的供应链集成扩展组件]：仅可用于实现 ERP 与其他 SAP 软件的集成。

5.12. **SAP Extended Sourcing and SAP Contracts Lifecycle Management**: includes the following Runtime Software: SAP BusinessObjects Enterprise, to be used only in conjunction with SAP Extended Sourcing and SAP Contracts Lifecycle Management.

SAP Extended Sourcing 和 SAP Contract Lifecycle Management：包括以下运行时软件：SAP BusinessObjects Enterprise，但仅可与 SAP Extended Sourcing 和 SAP Contract Lifecycle Management 一起使用。

5.13. **SAP Enterprise Portfolio and Project Management, standard**: includes right to view project and portfolio information, use analytical capabilities, approve projects, phases and decision points, fill out questionnaires, provide input for financial and capacity planning, view and confirm assigned tasks and report project efforts. It also includes runtime functionality of planning and application kit, SAP Lumira Designer and SAP Lumira Server.

SAP Enterprise Portfolio and Project Management（标准版）[企业产品组合与项目管理标准版]：包括查看项目和产品组合信息，使用分析功能，审批项目、阶段和决策点，填写调查问卷，提供财务和产能计划数据，查看并确认分配的任务以及报告项目工作的权利。 SAP Enterprise Portfolio and Project Management（标准版）也包括计划应用程序套件的运行时功能、SAP Lumira（设计师版）以及 SAP Lumira（服务器版）。

5.14. **SAP Enterprise Portfolio and Project Management, professional**: includes runtime functionality of planning application kit, SAP Lumira Designer and SAP Lumira Server.

SAP Enterprise Portfolio and Project Management（专业版）[企业产品组合与项目管理专业版]：包括计划应用程序套件的运行时功能、SAP Lumira（设计师版）以及 SAP Lumira（服务器版）。

5.15. **SAP Visual Enterprise**: SAP 3D Visual Enterprise Generator, SAP 3D Visual Enterprise View Edition Generator and Optional Add-Ons. The SAP Visual Enterprise Software (f/k/a Right Hemisphere) licensed hereunder may include certain third party open source and/or other free download components (collectively, the "Free Download Components"). Please refer to http://www.righthemisphere.com/oslicenses.html for certain notices relating to the Free Download Components. Notwithstanding anything to the contrary, an individual accessing any licensed SAP Visual Enterprise Software solely to view output files therefrom shall not be required to hold an SAP Named User license. SAP Visual Enterprise Viewer software is made available to Customers of licensed Visual Enterprise Generator, Visual Enterprise Access and/or Visual Enterprise Author software at no additional license fee.

SAP Visual Enterprise [可视化企业]：SAP 3D Visual Enterprise Generator、SAP 3D Visual Enterprise View Edition Generator [3D 可视化企业视图版本生成器]和可选扩展组件。本协议项下许可的 SAP Visual Enterprise 软件（原 Right Hemisphere）可能会包含某些第三方开放源和/或其他免费下载组件（合称"免费下载组件"）。有关免费下载组件的注意事项，请参见 http://www.righthemisphere.com/oslicenses.html。尽管有任何相反的规定，对于访问任何许可 SAP Visual Enterprise 软件只为查看输出文件的个人，无需持有 SAP 指定用户许可。SAP Visual Enterprise Viewer [可视化企业查看器]在不需额外许可费的情况下向持有下列许可的客户提供：已获许可的 Visual Enterprise Generator、Visual Enterprise Access [可视化企业入口]和/或 Visual Enterprise Author [可视化企业程序设计]软件。

5.16. **SAP Contact Center**: includes the following Runtime Software: SAP BusinessObjects Web Intelligence and SAP Lumira Server which excludes the following rights:

SAP Contact Center：包括以下运行时软件：SAP BusinessObjects Web Intelligence [Web 智能] 和 SAP Lumira（服务器版），但不包括以下权利：

a) Creation of a new Lumira document using Lumira Server
使用 SAP Lumira（服务器版）新建 Lumira 文档

b) Modification of existing Lumira documents using Lumira Server
使用 SAP Lumira（服务器版）修改现有 Lumira 文档

5.17. **SAP ERP, limited runtime edition**: may only be Used to the extent necessary to operate other Software licensed by Customer under the Agreement, provided SAP Documentation indicates such other Software technically requires the functions of SAP ERP in order to operate such other Software. Use of SAP ERP, limited runtime edition does not require a Named User license. SAP ERP, limited runtime edition is only available to S/4HANA Software Customers.

SAP ERP（精简运行时版本）[企业资源规划精简运行时版本]仅限在客户根据协议运行其他许可软件所必需时使用，前提是 SAP 文档明确说明，此类其他软件的运行从技术上要借助 SAP ERP 的功能。SAP ERP（精简运行时版本）的使用不需要指定用户许可。SAP ERP（精简运行时版本）仅向 SAP S/4HANA 软件客户提供。

5.18. **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。

6. INDUSTRY PORTFOLIO
行业组合

6.1. **SAP Tax, Benefits, and Payment Processing for Public Sector**: includes any user necessary for SAP Gateway access. A Named User License for Tax, Benefits, and Payment Processing for Public Sector is not needed for external users representing the contact (e. g. taxpayer or tax accountants on behalf of the taxpayer accessing the system for online filing and payments), unless they are working on behalf of the Customer (e. g. a job assessor...).

SAP Tax, Benefits, and Payment Processing for Public Sector：包括访问 SAP Gateway 所必需的任何用户。代表联系人的外部用户（如，纳税人或代表纳税人访问系统进行网上申报和支付的税务顾问）无需具备 SAP Tax, Benefits, and Payment Processing for Public Sector 的指定用户许可，除非他们代表客户（例如，职位审核员……）处理事务。

6.2. **Regulatory Reporting by iBS, Accounts; Regulatory Reporting by iBS, Derivatives; Regulatory Reporting by iBS, P/C/S Cashflow; Regulatory Reporting by iBS, Retail Cashflow**: Licensed iBS software may only be Used to support Customer's German, Austrian and/or Swiss business operations.

Regulatory Report by iBS，账户；Regulatory Report by iBS，衍生工具；Regulatory Report by iBS，P/C/S 现金流；Regulatory Report by iBS，零售现金流：所许可的 iBS 软件只能用于支持客户在德国、奥地利和/或瑞士的业务运营。

6.3. **SAP Business Integrity Screening**: includes the following Runtime Software: (i) SAP Lumira Discovery and (ii) read-only access to Automated Predictive Libraries (APL) and 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.

SAP Business Integrity Screening：包含以下运行时软件：(i) SAP Lumira（发现版）和 (ii) 只读访问自动预测库（APL）和 SAP Predictive Analytics Integrator [预测分析集成器]（PAI）。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。

6.4. **Cerner i.s.h.med from SAP, core bundle**: may not be deployed in, or used or accessed by any individuals located in: Afghanistan, Albania, Algeria, Monaco, South Sudan, Sweden, or the United States of America.

SAP Cerner i.s.h.med 核心捆绑包[核心捆绑包]：不得在阿富汗、阿尔巴尼亚、阿尔及利亚、摩洛哥、南苏丹、瑞典或美国部署这些软件，位于这些国家的任何个人也不得使用或访问这些软件。

6.5. **SAP Budgeting and Planning for Public Sector**: includes the following Runtime Software: SAP Business Planning and Consolidation, version for SAP NetWeaver (planning only).

SAP Budgeting and Planning for Public Sector [公共事业预算和计划]：包含以下运行时软件：SAP Business Planning and Consolidation（SAP NetWeaver 版）[业务计划与合并 SAP NetWeaver 版]（仅限计划）。

6.6. **SAP Mobile Inclusive Banking, SAP Omnichannel Banking, digital legal person option, SAP Omnichannel Banking, digital natural person option**: The referenced Mobile Apps includes mobile platform functionality for use with the Mobile Apps.

SAP Omnichannel Banking 移动货币选项[全渠道银行业务移动货币选项]、SAP Omnichannel Banking 数字法人选项[全渠道银行业务数字法人选项]、SAP Omnichannel Banking 数字自然人选项[全渠道银行业务数字自然人选项：这里指的移动应用包括与移动应用一起使用的移动平台功能。

6.7. **SAP Customer Profitability Analytics**: includes the following Runtime Software: read-only access to:

SAP Customer Profitability Analytics：包含以下运行时软件：只读访问：

a) Automated Predictive Libraries (APL); and
自动预测库（APL）；以及

b) Predictive Analytics Integrator (PAI).
SAP Predictive Analytics Integrator（PAI）。

6.8. **Card management**: includes the following Runtime Software: Transactional Banking, Retail Banking; SAP Payment Engine, all to be used only in conjunction with card management.

银行卡管理：包括以下运行时软件：SAP Transactional Banking [交易银行业务]，SAP Retail Banking [零售银行业务]，SAP Payment Engine [付款引擎]，所有这些软件仅限于与面向银行卡管理的 SAP S/4HANA 一起使用。

6.9. **SAP Predictive Maintenance and Service, add on for utilities**: is not designed to process personal data.

SAP Predictive Maintenance and Service 公用事业扩展组件[预测性维护与服务公用事业扩展组件]：不能用于处理个人数据。

6.10. **SAP S/4HANA livestock procurement**: includes the following Runtime Software: SAP Agricultural Contract Management for S/4HANA.

面向畜牧购买的 SAP S/4HANA [面向畜牧购买的 ERP 商务套件]：包括以下运行时软件：面向 SAP S/4HANA 的 SAP Agricultural Contract Management [面向 ERP 商务套件的农业合同管理]。

7. THIRD PARTY RESELLING

第三方转售

7.1. **SAP LoadRunner by Micro Focus** ("**LR**"): Customer's Use of the LR software is limited solely to testing or monitoring pre-production SAP Software (including any and all software required to operate the particular SAP Software, further including the SAP Software's associated operating systems, databases, application servers, etc) only in quality assurance and similar non-production environments, and may only be Used on a single server.

SAP LoadRunner by Micro Focus [性能测试]（以下简称"**LR**"）：客户对 LR 软件的使用仅限于测试或监控试生产 SAP 软件（包括特定 SAP 软件操作所需的任何及所有软件，并包括 SAP 软件的关联操作系统、数据库、应用程序服务器等）的质量安全和类似非试生产环境，且只能用在单个服务器上。

7.2. **SAP Archiving and Document Access by OpenText** ("**DA**"): Use is defined as access by employees and contractors who use the SAP Software components e.g. enterprise scan, business process views, full text search, etc. and/or store or retrieve documents on the OpenText Archive Server. Support for data archiving and access of archived data as well as support for SAP Information Lifecycle Management is included for the licensed entity as long as Customer has licensed the minimum number of SAP Document Access by Open Text users.

SAP Archiving and Document Access by OpenText [归档和文档访问]（以下简称"**DA**"）：使用是指正式员工与合同派遣制员工使用企业扫描、业务流程视图、全文本搜索等 SAP 软件组件进行访问，以及/或者在 OpenText 归档服务器中存储或检索文档。只要客户取得最低数量的 SAP Archiving and Document Access by OpenText 用户许可，对于获得许可的实体，数据归档和访问已归档数据的支持以及 SAP Information Lifecycle Management 支持均包含在内。

7.3. **SAP SucccessFactors Extended Enterprise Management by OpenText**: is limited for use in the context of SAP SuccessFactors and HR scenarios/employee related-documents

SAP SucccessFactors Extended Enterprise Content Management by OpenText [扩展企业内容管理]：仅限用于 SAP SuccessFactors [HR 云]环境和人力资源场景/员工相关文档

7.4. **SAP Extended ECM for Government by OpenText ("xECM for Government")**: is limited to use by government entities. For this purpose, 'government' means the governing body of a political unit such as a nation, state or community. It is the body that establishes or administers laws or regulations and exercises the political direction and control of the affairs of the political unit. It excludes any organization that provides goods or services that are offered by the private sector in any western democratic country, such as utilities, banks, mining, and also excludes any quasi-governmental or quasi-public corporations or entities. xECM for Government contains a limited use license of SAP Document Presentment by OpenText ("DP"), SAP Document Presentment by OpenText, add on for business correspondence ("DP add-on"), and SAP OCR functionality that must only be used in conjunction with the xECM for Government solution. Broader usage of these components requires separate additional licensing. DP and DP add-on are limited to 100,000 transactions per year. The OCR functionality is an optional component that is compatible only with Microsoft SQL Server Database, and is limited to 1,000,000 pages per year. When Customer licenses Software for internal users according to this metric, the license includes the right for individuals/citizens external to the Customer's organization (i.e. other than employee, contract worker and outsourcer), to upload or download content/documents that are stored by the OpenText Solution, but such use is restricted to use directly related to the governmental use authorized above. Use in any other capacity by individuals/citizens external to the Customer's organization is prohibited.

面向政府的 SAP Extended Enterprise Content Management by OpenText [面向政府的扩展企业内容管理]（以下简称"面向政府的扩展 ECM"）：仅限于政府实体使用。就本协议而言，"政府"是指国家、州或社区等政治单位的管理机构，是确立或管理法律或法规并对政治单位事务进行政治指导和控制的机构。该机构不包括提供任何西方民主国家私营部门所提供的商品或服务的任何组织，如公用事业、银行、采矿业，也不包括任何准政府、准市政机关和实体。"面向政府的扩展 ECM"包含 SAP Document Presentment by OpenText（以下简称"DP"）、SAP Document Presentment by OpenText 业务通信扩展组件（以下简称"DP 扩展组件"）以及只能与"面向政府的扩展 ECM"解决方案一起使用的 SAP OCR 功能的有限使用许可。对这些组件的其他使用均需另外获得单独许可。DP 和 DP 扩展组件每年仅限十万（100,000）次交易。OCR 功能为可选组件，仅与 Microsoft SQL Server 数据库兼容，且每年仅限一百万（1,000,000）个页面。若客户按上述指标向内部用户授予软件许可，许可包括客户企业之外的个人/公民（即，除了员工、合同工和外包商）上传或下载 OpenText 解决方案存储的内容/文档的权利，但仅限于与上述授权的政府用途直接相关的使用。禁止客户组织外部的个人/公民以任何其他身份使用。

7.5. **SAP Archiving and Document Access by OpenText, Limited Access option, SAP Extended ECM by OpenText, Limited Access option**: Each of Customer's Users are limited to 52 Login Days per year. A "Login Day" means a day with 1 or more logins to the software by such user.

SAP Archiving and Document Access by OpenText 受限访问选项[归档和文档访问受限访问选项]、SAP Extended ECM by OpenText 受限访问选项[扩展企业内容管理受限访问选项]：每个客户的用户限制为每年 52 个登录日。"登录日"是指该等用户一次或多次登录软件的一天。

7.6. **BSI U.S. Payroll Tax Processing**: The BSI software is licensed for Use in conjunction with the payroll functionality contained in the SAP Payroll Software, which must be separately licensed. In addition, the license for the BSI software is limited for Use on a single Platform at a time (with the exception of a Platform migration period as BSI may allow). For purposes herein, the term "Platform" shall mean a single BSI Supported Configuration of the following: a single database, single server, single client software, and single operating system. For purposes herein, "BSI Supported Configuration" shall mean a configuration for which BSI makes support available for SAP Customers of the BSI software. The BSI software license does not include a license to use any third party database, server, client software, or operating system. If Customer wishes to change the Platform: (i) Customer shall provide SAP written notice of the same and complete a Platform Change form (in a format acceptable to BSI); and (ii) SAP shall allow such change to the extent and under the conditions BSI generally makes available to SAP, including without limitation Customer's payment of any platform change fees that apply. Special maintenance agreement required.

BSI 美国薪酬税务处理：BSI 软件的许可目的为与 SAP 薪资软件中包含的薪资功能结合使用，它必须另行取得许可。此外，BSI 软件许可在单一平台上的使用是受限的（BSI 允许的平台迁移期间除外）。本文档中使用的术语"平台"是指单一 BSI 支持的以下配置：一个数据库、一台服务器、一个客户端软件和一个操作系统。本文档中使用的"BSI 支持的配置"是指 BSI 为 BSI 软件的 SAP 客户提供支持的配置。BSI 软件许可不包括使用任何第三方数据库、服务器、客户端软件或操作系统的许可。客户若希望变更平台：(i) 客户应向 SAP 作出书面通知并填写完成平台变更表（以 BSI 可接受的格式）；并且 (ii) SAP 应当在 BSI 通常向 SAP 提供的条件范围内根据此类条件（包括但不限于所适用的客户对平台变更费的支付）允许此类变更。须使用特殊的维护协议。

7.7. **SAP Enterprise Asset Management, S/4HANA add-on for MRO by HCL, base package**: includes 100 professional and 400 standard users.
SAP Enterprise Asset Management 面向 SAP S/4HANA 的 HCL MRO 扩展组件[企业资产管理面向 ERP 商务套件的 MRO 扩展组件]基础包：包括一百（100）个专业用户和四百（400）个标准用户。

8. SAP NETWEAVER

8.1. **General terms applicable to use of SAP Netweaver**:
适用于 SAP Netweaver 使用的一般条款：

8.1.1. Adapters are only available with a SAP NetWeaver PI license and are licensed for a defined release of a backend system or protocol. Maintenance for adapters covers the support of connectivity to a backend system or compliance to a protocol specification at that given release at the time of licensing. It is within SAP's sole discretion to extend the use rights of an adapter (either partly or fully) to a higher release of the respective backend system or protocol. This applies to change of version of protocols as well.
适配器仅可通过 SAP Process Integration [流程集成]许可提供，并仅可用于既定的后端系统或协议版本。适配器的维护包括支持与后端系统的连接，或遵循许可时最新发布的协议规范。SAP 有权自行决定是否将适配器的使用权利部分或全部扩展至相关后端系统或协议的更高版本。这一点也同样适用于协议版本的变更。

8.1.2. Provided Customer has licensed an SAP software component based on SAP NetWeaver, Customer shall have rights to SAP Fiori and SAP Screen Personas. SAP Fiori and SAP Screen Personas software usage rights are included in the respective SAP NetWeaver Software components to the extent of Customer's licensed use rights for such SAP prerequisite components.
如客户获得基于 SAP NetWeaver 的 SAP 软件组件的许可，则客户有权使用 SAP Fiori 和 SAP Screen Personas [屏幕角色]。根据客户对此类 SAP 必备组件的许可使用权，对应的 SAP NetWeaver 软件将包括 SAP Fiori 和 SAP Screen Personas 软件的使用权。

8.1.3. Provided Customer has licensed an SAP software component based on SAP NetWeaver, Customer shall have rights to Use the following Runtime Software: SAP Information Lifecycle Management ("**ILM**"). Use is limited to SAP ILM and ILM Store components only for:
如果客户获得了基于 SAP NetWeaver 的 SAP 软件组件的许可，客户有权使用以下运行时软件：SAP Information Lifecycle Management（以下简称"**ILM**"）。使用仅限于 SAP ILM 和 ILM 存储组件，用途也仅限于：

a) storing and archiving files to filesystem, Hadoop, HANA, and IQ;
将文件存储并存档至文件系统、Hadoop、SAP HANA 和 SAP IQ；
b) blocking and deleting personal data within a specified time period or at the end of a specified time period. This runtime license excludes use of any other capabilities of SAP Information Lifecycle Management.
在特定时间段内或特定时间段结束时冻结和删除个人数据。该运行时许可不包括使用 SAP Information Lifecycle Management 的任何其他功能。

8.1.4. **SAP NetWeaver Foundation Runtime License**. An application-specific runtime license of SAP NetWeaver Foundation is included with all Software Package licenses, provided that SAP NetWeaver is delivered with the software. This runtime license grants the Customer the right to Use SAP NetWeaver Foundation only with:
SAP NetWeaver Foundation [NetWeaver 基础]运行时许可。所有软件包许可均附带提供 SAP NetWeaver Foundation 的应用程序特定运行时许可，前提是 SAP NetWeaver 随软件一起交付。本运行时许可仅授予客户将 SAP NetWeaver Foundation 与以下各项结合使用的权利：

a) the licensed SAP application (including customization);
许可的 SAP 应用程序（包括定制内容）；
b) Modifications;
修改内容；
c) Add-Ons to the SAP application that do not access the information contained in the database of the SAP applications; and
不可访问 SAP 应用程序数据库中所含信息的 SAP 应用程序扩展组件；以及
d) third party applications that do not access the information contained in the database of the SAP applications.
不可访问 SAP 应用程序数据库中所含信息的第三方应用程序。

Customer's Developer Users may Use the tools included in SAP NetWeaver Foundation runtime license only for the development of these Modifications and Add-Ons described above. Customer's Use of the Planning Application Kit to develop planning applications that leverage in-memory processing of core planning functions requires a separate license for the applicable version of SAP Business Planning and Consolidation.
客户的 Developer User 可使用 SAP NetWeaver Foundation 运行时许可中包含的工具，但仅可用于开发上述修改内容和扩展组件。客户使用计划管理应用程序套件开发利用核心计划功能进行内存处理的计划管理应用程序，需取得 SAP Business Planning and Consolidation [业务计划与合并]的许可。

8.2. **SAP NetWeaver OpenHub**: For purposes of SAP Netweaver OpenHub, "**SAP BW**" means the SAP Business Warehouse functionality included in SAP ERP, and does not include other Business Warehouse products such as SAP BW4/HANA. With this license, data may be exported out of SAP BW into non-SAP software applications in an asynchronous, non-real-time manner. Once data is asynchronously extracted to non-SAP software, there are no additional license fees or SAP Named Users required, provided the use of such data does not result in any updates to and/or trigger any processing capabilities of any licensed Software. For the purposes of this Section, "asynchronous extraction" means downloading data in bulk (i.e. not in response to a real-time Named User or system-generated reporting query) for analytical purposes. Notwithstanding anything to the contrary, provided Customer also has a valid license for SAP Digital Access, humans may Use SAP BW through non-SAP software to export data out of SAP BW in a real time manner without the need to be licensed as a "Named User" of SAP ERP, and (b) non-humans (e.g. bots, sensors, chips, devices, etc.) may Use SAP BW directly or through non-SAP software to export data out of SAP BW in a non-real-time or real time manner without the need to be licensed as "Named User(s)" of SAP ERP.
SAP NetWeaver OpenHub [NetWeaver 信息中心]：就 SAP NetWeaver OpenHub 而言，"**SAP BW**"是指 SAP ERP 中包含的 SAP Business Warehouse 功能，不包括其他业务仓库产品，如 SAP BW4/HANA。借助该许可，可将 SAP BW 中的数据以非实时的异步方式导入至非 SAP 软件应用程序中。在将数据异步提取至非 SAP 软件之后，无需额外许可费或 SAP 指定用户，前提是此类数据的使用不会导致任何许可软件的更新和/或触发任何许可软件的任何处理功能。在本节中，"异步提取"是指出于分析目的（而非旨在响应实时指定用户或系统生成的报表查询）批量下载数据。即使有任何相反的约定，但只要客户也拥有 SAP Digital Access 的有效许可，人们就可通过非 SAP 软件使用 SAP BW 实时从 SAP

BW 中导出数据，且无需许可为 SAP ERP 的“指定用户”，以及 (b) 非人类（例如机器人程序、传感器、芯片、设备等）可以直接使用 SAP BW 或通过非 SAP 软件实时或非实时地从 SAP BW 中导出数据，且无需许可为 SAP ERP 的“指定用户”。

8.3. **SAP Enterprise Master Data Management**: For all Enterprise Master Data Management scenarios based on SAP NetWeaver Master Data Management products, a SAP Professional Named User license is required for users maintaining MDM data. Since MDM may be deployed at ERP/ECC and share the same persistency layer it's critical to distinguish active and inactive records. The license only assumes charging for the former and the latter may come in a few flavors:

SAP Enterprise Master Data Management：对于所有基于 SAP NetWeaver Master Data Management 产品的企业主数据管理场景，需要为维护 MDM 数据的用户取得 SAP Professional 指定用户许可。由于 MDM 可部署于 ERP/ECC 并且共享相同的持久层，因此对于分辨活动记录和非活动记录至关重要。有关上述前者与后者的收费，许可仅假设了以下几种可能的情况：

a) If an object is marked for deletion in ERP/ECC before MDM is deployed then it is considered inactive and not counted for the license blocks.
如果 ERP/ECC 中的对象在部署 MDM 之前已标记为删除，则应将其视为非活动且不计入许可模块。

b) If an object is marked for deletion in ERP/ECC after MDM is deployed then it is considered active and counted for the license blocks.
如果 ERP/ECC 中的对象在部署 MDM 之后标记为删除，则应将其视为活动且计入许可模块。

c) If a Customer developed a custom solution for the “other” domain and loads some data to MDM then prior to loading the Customer should create a definition of inactive records and specify what field(s) mark such records. The marked for deletion objects are not counted for the license blocks. If there is no such a definition then all the objects are considered active.
如果客户已为“其他”域开发了定制解决方案且要将一些数据加载至 MDM，则在加载之前客户应制定非活动记录的定义并指出标记此类记录的字段。标记为删除的对象不计入许可模块。如果没有此类定义，则所有对象均被视为活动记录。

d) If an object is physically deleted from MDM or archived then it is not counted for the license blocks.
如果已从 MDM 中将对象物理删除或归档，则该对象不计入许可模块。

8.4. **SAP Identity Management**: may be used by Customer to integrate Customer's SAP applications as part of an application-specific runtime license of SAP NetWeaver Foundation. Customer is allowed to use SAP Lumira Discovery Runtime Software.

SAP Identity Management：作为 SAP NetWeaver Foundation 的应用程序特定运行时许可的一部分，客户可以使用 SAP Identity Management 对客户的 SAP 应用程序进行集成。客户可使用 SAP Lumira（发现版）运行时软件。

8.5. **SAP Process Orchestration, Edge edition, premier option**: includes the rights to use SAP Process Orchestration and SAP Data Integrator, Edge edition. Each 1 Core license of SAP Process Orchestration, Edge edition, premier option includes the rights to 1 Concurrent Session of SAP PowerDesigner EnterpriseArchitect, 50 Users of SAP Single Sign-On and 50 Users of SAP Identity Management. The total number of Cores licensed represents the maximum total cumulative Cores on which all of the Software included in SAP Process Orchestration, Edge edition, premier option may be installed and Used, excluding SAP Sybase PowerDesigner EnterpriseArchitect, SAP Single Sign-On, and SAP Identity Management which do not count against total Cores. The Use of SAP Process Orchestration, Edge edition, premier option is limited to a maximum of 8 Cores.

SAP Process Orchestration（Edge 版）高级选项[流程协同 Edge 版高级选项]：包括 SAP Process Orchestration [流程协同]和 SAP Data Integrator（Edge 版）[数据集成器 Edge 版]的使用权利。SAP Process Orchestration（Edge 版）高级选项的每一（1）个内核许可包括 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]的一（1）个并发会话、SAP Single Sign-On 的五十（50）个用户和 SAP Identity Management 的五十（50）个用户的使用权利。所许可的内核总数表示在其上安装并使用 SAP Process Orchestration（Edge 版）高级选项中包含的全部软件的内核累计总数的最大值，SAP PowerDesigner（面向数据架构师的企业版）、SAP Single Sign-On 和 SAP Identity Management 排除在外，不计入内核总数。SAP Process Orchestration（Edge 版）高级选项的使用仅限于最多八（8）个内核。

8.6. **SAP Process Orchestration, Edge edition, standard option**: includes the rights to use SAP Process Orchestration. Each 1 Core license of SAP Process Orchestration, Edge edition, standard option includes the rights to 1 Concurrent Session of SAP PowerDesigner EnterpriseArchitect. The total number of Cores licensed represents the maximum total cumulative Cores on which all of the Software included in SAP Process Orchestration, Edge edition, standard option may be installed and Used, excluding SAP PowerDesigner EnterpriseArchitect which does not count against total Cores. The Use of SAP Process Orchestration, Edge edition, standard option is limited to a maximum of 8 Cores.

SAP Process Orchestration（Edge 版）标准选项[流程协同 Edge 版标准选项]：包括 SAP Process Orchestration 的使用权利。SAP Process Orchestration（Edge 版）标准选项的每一（1）个内核许可包括 SAP PowerDesigner（面向数据架构师的企业版）的一（1）个并发会话的使用权利。所许可的内核总数表示在其上安装并使用 SAP Process Orchestration（Edge 版）标准选项中包含的全部软件的内核累计总数的最大值，SAP PowerDesigner（面向数据架构师的企业版）排除在外，不计入内核总数。SAP Process Orchestration（Edge 版）标准选项的使用仅限于最多八（8）个内核。

8.7. **SAP Landscape Management**: Customer acknowledges and agrees that it is Customer's responsibility to ensure that it has all necessary third party license rights required to clone and/or copy an environment using this software, and Customer has obtained and will maintain all such license rights necessary to use the functionality described herein, including without limitation the license right to operate the target system landscape after cloning and/or copying. Without limiting the materiality of other provisions of the Agreement, the parties agree that any violation by Customer of third party license rights in this respect will be a material breach of the Agreement. Licenses for SAP Landscape Management must be assigned to a specific SAP system id, and can only be reassigned to a different system id once in a 12-month period.

SAP Landscape Management [架构管理]：客户承认并同意：确保具有使用本软件克隆和/或复制某个环境所需的所有必要第三方许可权利是客户的责任，并且客户已获得并将维护使用此处所述功能所需的所有此类许可权利，包括但不限于克隆和/或复制之后操作目标系统架构的许可权利。在不限制本协议其他条款实质性的前提下，各方同意：客户在此方面对第三方许可权利的任何违反行为均将构成对本协议的实质违反。SAP Landscape Management 的许可必须指定给特定的 SAP 系统标识，且十二（12）个月之内仅可向其他系统标识重新指定一次。

8.8. **SAP Enterprise Threat Detection**: includes a limited runtime license for SAP HANA Streaming Analytics Option.

SAP Enterprise Threat Detection [企业威胁侦查]：包含 SAP HANA 流分析选项[内存计算平台流分析选项]的有限运行时许可。

8.9. **SAP Intelligent Business Operations bundle**: includes the rights to use SAP Process Orchestration, SAP HANA Streaming Analytics Option and SAP HANA Operational Process Intelligence Option. Use of SAP HANA Streaming Analytics shall be solely limited to interacting with other Software components included in SAP Intelligent Business Operations bundle. Use of SAP HANA Operational Process Intelligence Option is restricted to:

智能业务运营捆绑包：包含 SAP Process Orchestration、SAP HANA 流分析选项和 SAP HANA Operational Process Intelligence [内存计算平台运营流程智能]选项的使用权利。SAP HANA 流分析选项仅限用于与智能业务运营捆绑包中包含的其他软件组件进行交互。SAP HANA Operational Process Intelligence 选项仅限用于：

a) data from the included SAP Process Orchestration, and SAP HANA Streaming Analytics Software; and
来自所包含的 SAP Process Orchestration 和 SAP HANA 流分析软件的数据；以及

b) data from SAP ERP or SAP S/4HANA applications, if licensed separately by the Customer. Each 1 Core license of SAP Intelligent Business Operations bundle includes the rights to 1 Concurrent Session of SAP PowerDesigner EnterpriseArchitect. The total number of Cores licensed represents the maximum total cumulative Cores on which all of the Software included in SAP Intelligent Business Operations bundle may be installed and Used, excluding SAP HANA Operational Process Intelligence Option and SAP PowerDesigner EnterpriseArchitect which do not count against total Cores.
来自 SAP ERP 或 SAP S/4HANA 应用程序的数据，前提是客户已就此取得单独许可。智能业务运营捆绑包的每一（1）个内核许可包括 SAP PowerDesigner（面向数据架构师的企业版）的一（1）个并发会话的使用权利。所许可的内核总数表示在其上安装并使用智能业务运营捆绑包中包含的全部软件的内核累计总数的最大值，SAP HANA Operational Process Intelligence 选项和 SAP PowerDesigner（面向数据架构师的企业版）排除在外，不计入内核总数。

8.10. **SAP Information Lifecycle Management** (“**ILM**”): includes a restricted runtime license of SAP Landscape Transformation Replication Server (“**SLT**”). ILM includes a restricted runtime license of 4 cores of SAP IQ to be used solely as a data store for ILM.
SAP Information Lifecycle Management（以下简称“**ILM**”）：包括 SAP Landscape Transformation Replication Server [架构转换复制服务器]（以下简称“**SLT**”）的有限运行时许可。ILM 包括 4 核 SAP IQ 的有限运行时许可，但仅限作为 ILM 的数据存储使用。

8.11. **Productivity Apps**: Productivity Apps are any Customer owned/licensed application, provided such apps:
生产力应用程序：生产力应用程序是指客户所拥有的/获得许可的任一应用程序，但此类应用程序必须满足以下条件：

a) are only used by an individual to support 1 or more of the following self service functions on behalf of himself or herself (predefined reports, travel planning, expense reporting, procurement, room reservation, employee time, employee attendance, employee records maintenance, employee directory, employee benefits, employee appraisals, employee talent and skills profiles) (the “Self Service Functions”); and
仅供个人用来代表她/他本人支持如下一个或多个自助服务功能（预定义报表、差旅计划、开支报表、采购、房间预订、员工工时、员工考勤、员工记录维护、员工通讯录、员工福利、员工评估、员工能力和技能概况）（“自助服务功能”）；以及

b) any interfacing of such apps with the Software and/or Third party Software licensed under the Software Contract is limited to the extent necessary to support the Self Service Functions. Important Notice: The Use of Productivity Apps may require licenses for NetWeaver Foundation for Third Party Applications. A Direct access to a database (including but not limited to Oracle and/or Microsoft databases) or the information contained therein may require Full Use licenses for that database. It is Customer’s responsibility to secure all appropriate rights from any applicable licensor(s).
此类应用程序与软件合同下许可的软件和/或第三方软件的任何连接仅限于支持自助服务功能所必须的连接。重要注意事项：使用生产力应用程序可能需要许可 SAP NetWeaver Foundation for Third Party Applications。若要直接访问数据库（包括但不限于，Oracle 和/或 Microsoft 数据库）或其中所含的信息，需要获得该数据库的完整使用许可。客户负责从任何适用许可方处获得全部适当权利。

8.12. **SAP NetWeaver Foundation for Third Party Applications**: The SAP NetWeaver Foundation for Third Party Applications license grants the Customer, in addition to the SAP NetWeaver Foundation runtime license, the right to Use the SAP NetWeaver Foundation for Third Party Applications Software with:
SAP NetWeaver Foundation for Third Party Applications：除 SAP NetWeaver Foundation 运行时许可外，SAP NetWeaver Foundation for Third Party Applications 许可还授予客户将 SAP NetWeaver Foundation for Third Party Applications 软件与以下各项结合使用的权利：

a) Add-Ons to the SAP application that access the information contained in the database of the SAP applications(*); and
可访问 SAP 应用程序数据库中所含信息的 SAP 应用程序扩展组件；以及

b) third party applications that access the information contained in the database of the SAP applications.
可访问 SAP 应用程序数据库中所含信息的第三方应用程序。

Important Notices:
重要注意事项：

8.12.2. Add-Ons and third party applications that solely contain functionality for system administration, monitoring and management do not require a license for SAP NetWeaver Foundation for Third Party Applications.
仅包括系统管理、监控和管理功能的扩展组件和第三方应用程序不需要 SAP NetWeaver Foundation for Third Party Applications 许可。

8.12.3. Access to the information contained in a database (including but not limited to Oracle and/or Microsoft databases) may require Full Use licenses for that database. It is Customer’s responsibility to secure all appropriate rights from any applicable licensor(s).
若要访问数据库（包括但不限于，Oracle 和/或 Microsoft 数据库）中所含的信息，需要获得该数据库的完整使用许可。客户负责从任何适用许可方处获得全部适当权利。

8.12.4. (*) Customer’s Developer Users may Use the tools included in SAP NetWeaver Foundation for Third Party Applications license for the development of these Add-Ons described above.
(*) 客户的 Developer User 可使用 SAP NetWeaver Foundation for Third Party Applications 许可中包含的工具开发上述扩展组件。

8.12.5. Mixing Core-base and user-based license metrics for SAP NetWeaver Foundation for Third Party Applications is not permitted. Customers must decide the first time they purchase or license SAP NetWeaver Foundation for Third Party Applications which license metric (user-based or Core-based) they will use.
不允许将 SAP NetWeaver Foundation for Third Party Applications 的以内核为基础和以用户为基础的许可混合使用。客户须在首次购买或获取 SAP NetWeaver Foundation for Third Party Applications 许可时，决定要使用何种许可指标（以用户为基础还是以内核为基础）。

9. SAP BUSINESS OBJECTS

SAP BUSINESSOBJECTS [商务智能套件]

9.1. **Non-Productive Use**: Customer 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.

非生产性使用：客户可以不受限制地将 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。

10. SAP BUSINESSOBJECTS BUSINESS INTELLIGENCE SOLUTIONS
SAP BUSINESSOBJECTS BUSINESS INTELLIGENCE 解决方案

10.1. **SAP BusinessObjects Business Intelligence**:

10.1.1. 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。

10.1.2. SAP BusinessObjects Web Intelligence (user) and SAP BusinessObjects Web Intelligence (CS) include runtime license to use 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（CS）包含使用 SAP BusinessObjects BI SDK 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。

10.1.3. For a single Deployment of SAP BusinessObjects BI platform only 1 edition can be used: either SAP BusinessObjects Enterprise, or SAP BusinessObjects Web 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 或 SAP BusinessObjects Web Intelligence 模式。

10.1.4. Limitations for SAP BusinessObjects Enterprise (user) and SAP BusinessObjects Web Intelligence (user): 1 User can create a maximum of 10 simultaneous sessions.
SAP BusinessObjects Enterprise（用户）和 SAP BusinessObjects Web Intelligence（用户）的限制：一（1）个用户最多可以创建十（10）个同步会话。

10.1.5. 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
SAP Lumira 桌面客户端的使用

e) Use of Analysis edition for Microsoft Office with the SAP NetWeaver platform
SAP Analysis for Microsoft Office [面向 Microsoft Office 的分析]结合 SAP NetWeaver 平台的使用

10.1.6. 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

10.1.7. Oracle OLAP Data Provider for SAP BusinessObjects BI (OODP): Customer's license rights for SAP BusinessObjects Enterprise include a runtime license for the OODP. Customer'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)：客户对 SAP BusinessObjects Enterprise 的许可权利包括 OODP 运行时许可。客户对 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。

10.1.8. SQL Anywhere: Customer's license rights for SAP BusinessObjects Enterprise include a runtime license for the SQL Anywhere database.
SAP SQL Anywhere [数据库]：客户对 SAP BusinessObjects Enterprise 的许可权利包括 SAP SQL Anywhere 数据库运行时许可。

10.2. **SAP BusinessObjects Enterprise, public document**: Usage of desktop tools are not permitted under this license. Usage of features that modify the structure of the data set including (but not limited to) the Web Intelligence Query Panel, and Lumira Prepare tab are not permitted under this license. This license must be used in a separate Deployment from all other license models. No security can be put on the document – it must be completely public. All public document access in a given deployment must be funneled through the included SAP BusinessObjects Enterprise (user) license.
SAP BusinessObjects Enterprise 公开凭证[本地商务智能公开凭证]：本许可下不允许使用桌面工具。本许可下不允许使用修改数据集结构的功能，包括（但不限于）Web Intelligence 查询面板和 Lumira“准备”选项卡。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。指定部署中的所有公开文档访问都必须通过所包含的 SAP BusinessObjects Enterprise（用户）许可执行。

10.3. **SAP BusinessObjects Dashboards**: "**Connected Presentation**" means any SWF file created with SAP BusinessObjects Dashboards that refreshes, or otherwise changes the data contained in such SWF file (or SWF file exported to other supported file formats (e.g., PDF, AIR, PPT)). Connected Presentations may be used only for users internal business purposes and not pursuant to a commercial sale, rental, or lease of the Connected Presentations (whether alone or in combination with another program or product).
SAP BusinessObjects Dashboards [数据仪表盘]：“**连接演示文稿**”是指以 SAP BusinessObjects Dashboards 创建的任何 SWF 文件，SAP BusinessObjects Dashboards 会刷新或更改此类 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。“连接演示文稿”只能用于用户的内部商务用途，并不得将本“连接演示文稿”用作商业出售、出租或租赁（无论是单独还是与其他程序或产品一起）。

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

11.1. **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。

11.2. **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.
SAP Data Services [数据服务]：包括作为运行时软件的 SAP Information Steward [信息管家]的四（4）个内核许可的限制性运行时许可。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 中编写数据质量规则和创建记分卡的能力。

11.3. **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）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。

11.4. **SAP Data Integrator, premium edition**: SAP PowerDesigner EnterpriseArchitect which does not count against total Cores. SAP Data Integrator, premium edition includes 5 Concurrent Sessions of SAP PowerDesigner EnterpriseArchitect.
SAP Data Services（高级版）[数据服务高级版]：SAP PowerDesigner（面向数据架构师的企业版）不计入内核总数。SAP Data Integrator（高级版）包括 SAP PowerDesigner（面向数据架构师的企业版）的五（5）个并发会话。

12. SAP ENTERPRISE PERFORMANCE MANAGEMENT
SAP ENTERPRISE PERFORMANCE MANAGEMENT [企业绩效管理]

12.1. **Enterprise Performance Management Professional Edition Packages**:
SAP Enterprise Performance Management（专业版）[企业绩效管理专业版]包：

12.1.1. The Enterprise Performance Management Professional Edition Packages ("EPM Professional Ed.") include the following:
Enterprise Performance Management（专业版）包（以下简称“EPM 专业版”）包括：

a) SAP Business Planning & Consolidation, version for SAP NetWeaver, professional edition
SAP Business Planning and Consolidation（SAP NetWeaver 版）[业务计划与合并 SAP NetWeaver 版]（专业版）

b) SAP Business Planning & Consolidation, version for SAP NetWeaver (planning only), professional edition
SAP Business Planning and Consolidation（SAP NetWeaver 版）[业务计划与合并 SAP NetWeaver 版]（仅限计划）（专业版）

c) SAP Disclosure Management, professional edition

SAP Disclosure Management（专业版）[披露管理专业版]

12.1.2. The Enterprise Performance Management Standard Edition Packages ("EPM Standard Ed.") includes the following:
Enterprise Performance Management（标准版包）[企业绩效管理标准版包]（"EPM 标准版"）包括：

a) SAP Business Planning & Consolidation, version for SAP NetWeaver, standard edition
SAP Business Planning and Consolidation（SAP NetWeaver 版）[业务计划与合并 SAP NetWeaver 版]（标准版）

b) SAP Business Planning & Consolidation, version for SAP NetWeaver (planning only), standard edition
SAP Business Planning and Consolidation（SAP NetWeaver 版）[业务计划与合并 SAP NetWeaver 版]（仅限计划）（标准版）

c) SAP Disclosure Management, standard edition
SAP Disclosure Management（标准版）[披露管理标准版]

12.1.3. EPM Standard Ed and EPM Professional Ed packages are to be licensed whenever data extraction to third party systems is required, with the exception of use cases involving data extraction in the form of static reports (i.e. PDF), where no license is needed.
无论何时需要将数据提取至第三方系统，均应获得EPM标准版和EPM专业版包的许可，但以静态报表形式（比如PDF）提取数据的用例除外。

12.1.4. The EPM Standard Ed and EPM Professional Ed include the following Runtime Software: SAP BusinessObjects Business Intelligence Platform which is limited to use of the following:
EPM 标准版和 EPM 专业版包括如下运行时软件：SAP BusinessObjects Business Intelligence 平台，其使用仅限于：

a) use of the Central Management Server ("CMS") to authenticate and/or authorize users for the applications;
使用中央管理服务器（"CMS"）对用户进行应用程序的身份验证和/或授权；

b) use of the Central Management Console ("CMC") to administer user rights and privileges as they pertain to the applications.
使用中央管理控制台（"CMC"）管理用户对应用程序的权利和特权。

12.2. **Enterprise Performance Management Standard Edition Packages**: Use is limited to:
SAP EPM（标准版）包：其使用仅限于：

a) direct input and/or editing of quantitative and qualitative data into the application;
直接将定量和定性数据输入应用程序，以及/或者编辑此类数据；

b) execution of existing reports or creation of reports on existing data structures;
执行现有报表或者在现有数据结构之上创建报表；

c) execution of changes to workflow tasks; and
执行工作流任务变更；以及

d) viewing data, except that users accessing the package through an interface are limited to viewing data only. Consolidation functionality is limited to running controls on data submitted by Licensed users. Planning functionality is limited to performing planning tasks only on existing models.
查看数据，通过接口访问包的用户只能查看数据的情况除外。合并功能仅限于对已许可用户提交的数据运行控制。计划功能仅限于对现有模型执行计划任务。

12.3. **SAP Business Planning and Consolidation, version for SAP NetWeaver (planning only)**: may be used solely for the creation and calculation of budget, plan, or forecast data (forward looking data). The calculation and reporting of the consolidated financial results of a group of companies or for separate financial statement reporting where the application is being used to calculate and report investments at equity, applying generally accepted accounting concepts related to accounting for business combinations and / or equity accounting for investments is not permitted.
SAP Business Planning and Consolidation（SAP NetWeaver 版）（仅限计划）：仅可用来创建和计算预算、计划或预测数据（前瞻性数据）。该应用程序不允许用来计算和报告公司集团的合并财务结果或用于单独的财务报表，其中该应用程序用于计算和报告股权投资，并且运用与企业合并和/或股权投资会计核算公认的会计核算概念。

12.4. **SAP Business Planning and Consolidation, version for SAP BW/4HANA and SAP Business Planning and Consolidation, version for SAP BW/4HANA (planning only)**:
SAP Business Planning and Consolidation（SAP BW/4HANA 版）[业务计划与合并 SAP BW/4HANA 版]和 SAP Business Planning and Consolidation（SAP BW/4HANA 版）（仅限计划）：

12.4.1. include the following Runtime Software:
包含以下运行时软件：

a) SAP BW/4HANA

b) SAP Business Planning and Consolidation, version for SAP NetWeaver which can be deployed only in an SAP S/4HANA deployment.
SAP Business Planning and Consolidation（SAP NetWeaver 版）仅可在 SAP S/4HANA 部署中进行部署。

12.4.2. SAP Business Planning and Consolidation, version for SAP BW/4HANA and SAP Business Planning and Consolidation, version for SAP BW/4HANA (planning only) are to be licensed whenever data extraction to third party systems is required, with the exception of use cases involving data extraction in the form of static reports (i.e. PDF), where no license is needed.
无论何时需要将数据提取至第三方系统，均需获得 SAP Business Planning and Consolidation（SAP BW/4HANA 版）和 SAP Business Planning and Consolidation（SAP BW/4HANA 版）（仅限计划）的许可，但以静态报表形式（比如 PDF）提取数据的用例除外。

12.5. **SAP Business Planning and Consolidation, version for SAP BW/4HANA, Standard Ed. and SAP Business Planning and Consolidation, version for SAP BW/4HANA (planning only), Standard Ed**: Use is limited to:
SAP Business Planning and Consolidation（SAP BW/4HANA 版）（标准版）和 SAP Business Planning and Consolidation（SAP BW/4HANA 版）（仅限计划）（标准版）：其使用仅限于：

a) direct input and/or editing of quantitative and qualitative data into the application;
直接将定量和定性数据输入应用程序，以及/或者编辑此类数据；

b) execution of existing reports or creation of reports on existing data structures;
执行现有报表或者在现有数据结构之上创建报表；

c) execution of changes to workflow tasks; and
执行工作流任务变更；以及

d) viewing data, except that users accessing the package through an interface are limited to viewing data only. Consolidation functionality is limited to running controls on data submitted by Licensed users. Planning functionality is limited to performing planning tasks only on existing models.
查看数据，通过接口访问包的用户只能查看数据的情况除外。合并功能仅限于对已许可用户提交的数据运行控制。计划功能仅限于对现有模型执行计划任务。

12.6. **SAP Business Planning and Consolidation, version for SAP BW/4HANA (planning only)**: may be used solely for the creation and calculation of budget, plan, or forecast data. The calculation and reporting of the consolidated financial results of a group of companies or for separate financial statement reporting where the application is being used to calculate and report investments at equity, applying generally accepted accounting concepts related to accounting for business combinations and / or equity accounting for investments is not permitted.
SAP Business Planning and Consolidation（SAP BW/4HANA 版）（仅限计划）：仅可用来创建和计算预算、计划或预测数据。该应用程序不允许用来计算和报告公司集团的合并财务结果或用于单独的财务报表，其中该应用程序用于计算和报告股权投资，并且运用与企业合并和/或股权投资会计核算公认的会计核算概念。

13. SAP GOVERNANCE, RISK AND COMPLIANCE SOLUTIONS
SAP 治理、风险与合规性解决方案

13.1. **SAP Governance, Risk and Compliance Solutions**
SAP 治理、风险与合规性解决方案

13.1.1. The following SAP Governance, Risk and Compliance (GRC) solutions include SAP BusinessObjects Enterpriseas Runtime Software.
以下 SAP 治理、风险与合规性（GRC）解决方案将 SAP BusinessObjects Enterprise 运行时软件包括在内。

- SAP Process Control
  SAP Process Control [内部控制管理]
- SAP Risk Management
  SAP Risk Management [企业风险管理]
- SAP Enterprise Risk and Compliance Management
  SAP Enterprise Risk and Compliance Management [企业风险与合规管理]
- SAP GTS (all editions)
  SAP GTS（所有版本）
- SAP Electronic Invoicing f. Brazil (NFE - Inbound)
  SAP Electronic Invoicing for Brazil [面向巴西的电子发票]（NFE — 进项）
- SAP Electronic Invoicing f. Brazil (NFE - Outbound)
  SAP Electronic Invoicing for Brazil [面向巴西的电子发票]（NFE — 销项）
- SAP Process Control for S/4HANA
  SAP Process Control for SAP S/4HANA [面向 ERP 商务套件的内部控制管理]
- SAP Risk Management for S/4HANA
  SAP Risk Management for SAP S/4HANA [面向 ERP 商务套件的企业风险管理]
- SAP Enterprise Risk and Compliance Management
- SAP GTS (all editions)
  SAP GTS（所有版本）
- SAP Electronic Invoicing f. Brazil (NFE - Inbound) for S/4HANA
  面向 SAP S/4HANA [ERP 商务套件]的 SAP Electronic Invoicing for Brazil [面向巴西的电子发票]（NFE — 进项）
- SAP Electronic Invoicing f. Brazil (NFE - Outbound) for S/4HANA
  面向 SAP S/4HANA [ERP 商务套件]的 SAP Electronic Invoicing for Brazil [面向巴西的电子发票]（NFE — 销项）

13.1.2. The following SAP Governance, Risk and Compliance (GRC) solutions include SAP Crystal Reports, SAP BusinessObjects Enterprise as Runtime Software:
以下 SAP 治理、风险与合规性（GRC）解决方案包括 SAP Crystal Reports [水晶报表]和作为运行时软件的 SAP BusinessObjects Enterprise：

- SAP Process Control
- SAP Risk Management
- SAP Enterprise Risk and Compliance Management
- SAP GTS (all editions)
  SAP GTS（所有版本）
- SAP Electronic Invoicing f. Brazil (NFE - Inbound)
  SAP Electronic Invoicing for Brazil [面向巴西的电子发票]（NFE — 进项）
- SAP Electronic Invoicing f. Brazil (NFE - Outbound)
  SAP Electronic Invoicing for Brazil [面向巴西的电子发票]（NFE — 销项）
- SAP Process Control for S/4HANA
  SAP Process Control for SAP S/4HANA
- SAP Risk Management for S/4HANA
  SAP Risk Management for SAP S/4HANA
- SAP Enterprise Risk and Compliance Management
- SAP GTS (all editions)
  SAP GTS（所有版本）
- SAP Electronic Invoicing f. Brazil (NFE - Inbound) for S/4HANA
  面向 SAP S/4HANA [ERP 商务套件]的 SAP Electronic Invoicing for Brazil [面向巴西的电子发票]（NFE — 进项）
- SAP Electronic Invoicing f. Brazil (NFE - Outbound) for S/4HANA

面向 SAP S/4HANA [ERP 商务套件]的 SAP Electronic Invoicing for Brazil [面向巴西的电子发票]（NFE — 销项）

- SAP Access Control
- SAP Access Control for S/4HANA
- SAP Tax Compliance
  SAP Tax Compliance [税收合规性]
- SAP Tax Compliance for SAP S/4HANA

13.1.3. The following SAP Governance, Risk and Compliance (GRC) solutions are limited (regardless of how many blocks of GRC are licensed) to 10 Users of SAP BusinessObjects Enterpriseas Runtime Software.
以下 SAP 治理、风险与合规性（GRC）解决方案（无论许可的 GRC 数量是多少）仅限于 SAP BusinessObjects Enterprise 运行时软件的十（10）个用户。

- SAP Access Control
- SAP Access Control for S/4HANA
  SAP Access Control for SAP S/4HANA

13.1.4. The following SAP Governance, Risk and Compliance (GRC) solutions include the following Runtime Software: (i) SAP Lumira Discovery.
以下 SAP 治理、风险与合规性（GRC）解决方案包括下列运行时软件：(i) SAP Lumira（发现版）。

- SAP Identity Management

13.1.5. The following SAP Governance, Risk and Compliance (GRC) solutions include Runtime Software of SAP Lumira Server which excludes the following rights: (i) Creation of a new Lumira document using Lumira Server and (ii) Modification of existing Lumira documents using Lumira Server:
以下 SAP 治理、风险与合规性（GRC）解决方案包括 SAP Lumira（服务器版）的运行时软件，其不包括以下权利：(i) 使用 SAP Lumira（服务器版）新建 Lumira 文档，以及 (ii) 使用 SAP Lumira（服务器版）修改现有 Lumira 文档：

- SAP Process Control
- SAP Risk Management
- SAP Process Control for S/4HANA
  SAP Process Control for SAP S/4HANA
- SAP Risk Management for S/4HANA
  SAP Risk Management for SAP S/4HANA
- SAP GTS, Export
  SAP GTS 出口管理 [国际贸易管理出口管理]
- SAP GTS, Import
  SAP GTS 进口管理[国际贸易管理进口管理]
- SAP GTS, Trade Preferences
  SAP GTS 贸易优惠管理
- SAP GTS, Bundle
  SAP GTS [全球贸易服务]，捆绑
- SAP Electronic Invoicing f. Brazil (NFE - Inbound)
  SAP Electronic Invoicing for Brazil [面向巴西的电子发票]（NFE — 进项）
- SAP Electronic Invoicing f. Brazil (NFE - Outbound)
  SAP Electronic Invoicing for Brazil [面向巴西的电子发票]（NFE — 销项）
- SAP Audit Management
- SAP Business Integrity Screening
- SAP Business Integrity Screening for S/4HANA
  面向 SAP S/4HANA 的 SAP Business Integrity Screening [面向 ERP 商务套件的商务合规审查]
- SAP Electronic Invoicing f. Brazil (NFE - Inbound) for S/4HANA
  面向 SAP S/4HANA [ERP 商务套件]的 SAP Electronic Invoicing for Brazil [面向巴西的电子发票]（NFE — 进项）
- SAP Electronic Invoicing f. Brazil (NFE - Outbound) for S/4HANA
  面向 SAP S/4HANA [ERP 商务套件]的 SAP Electronic Invoicing for Brazil [面向巴西的电子发票]（NFE — 销项）
- SAP Audit Management for S/4HANA
  SAP Audit Management for SAP S/4HANA [面向 ERP 商务套件的审计作业平台]
- SAP GTS, processing trade in China
  SAP GTS 面向中国市场的加工贸易[国际贸易管理面向中国市场的加工贸易]
- SAP Enterprise Risk and Compliance Management

13.2. **SAP Tax Compliance, SAP Tax Compliance for S/4HANA**: SAP Tax Compliance includes the following Runtime Software:
SAP Tax Compliance，SAP Tax Compliance for SAP S/4HANA：SAP Tax Compliance 包括以下运行时软件：

- 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)

13.3. **SAP Business Partner Screening, SAP Business Partner Screening for S/4HANA**: SAP Business Partner Screening includes the following Runtime Software:

SAP Business Partner Screening，SAP Business Partner Screening for SAP S/4HANA：SAP Business Partner Screening 包含以下运行时软件：

- SAP Lumira Discovery
  SAP Lumira（发现版）

14. SAP BUSINESSOBJECTS SOLUTIONS FOR SME
面向中小型企业的 SAP BUSINESSOBJECTS 解决方案

14.1. **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。

14.2. **SAP Business Planning and Consolidation, Edge edition, version for SAP NetWeaver**: The licensing of SAP Business Planning and Consolidation, Edge edition, version for SAP NetWeaver is restricted to 70 users maximum on a maximum deployment of a single application server.
SAP Business Planning and Consolidation（SAP NetWeaver 的 Edge 版）[业务计划与合并 SAP NetWeaver 的 Edge 版]：SAP Business Planning and Consolidation（SAP NetWeaver 的 Edge 版）的许可仅限于在单个应用程序服务器上最多部署不超过七十（70）个用户。

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

14.3.1. 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。

14.3.2. 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。

14.3.3. 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。

14.3.4. 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 10.1.1). 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 10.1.1 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。

14.4. **SAP BW/4HANA**: includes the following Runtime Software: SAP Landscape Transformation, enterprise edition.
SAP BW/4HANA：包含以下运行时软件：SAP Landscape Transformation（企业版）[架构转换企业版]。

15. SAP CRYSTAL

15.1. Use Rights for All SAP Crystal Products
所有 SAP Crystal 产品的使用权利

15.1.1. Definitions
定义

15.1.1.1. “**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 [水晶报表服务器]和 SAP Crystal Dashboard Design [报表设计仪表盘]。

15.1.1.2. “**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。

15.1.1.3. "**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。

15.1.2. **SAP Crystal Software Usage**: Customer 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：客户可以将 SAP Crystal 软件用于提供该 SAP Crystal 软件的培训与咨询服务，但前提须获益于此类培训或咨询服务的每个人均已分别就相应 SAP Crystal 软件取得了使用许可。

15.1.3. **Desktop SAP Crystal Software Usage**: With the exception of Connected Presentations, and subject to Section 7.2.8, Customer 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 Customer 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 7.2.8 节规定的前提下，客户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) Customer remains solely responsible for support, technical or other assistance, required or requested by anyone receiving such output files;
客户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) Customer 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，客户不得使用许可方或软件的名称、徽标或商标；
d) Customer will defend, indemnify and hold SAP harmless against any claims or liabilities arising out of the use, reproduction or distribution of output files;
对于客户因使用、复制或分发输出文件而产生的任何权利主张或责任，客户均应为 SAP 提供辩护、赔偿并使 SAP 免受任何损失；
e) Customer shall secure the end user's ("End User") consent to terms substantially similar to the terms set forth in Section 7.2.7(e).
客户需要保证最终用户（"最终用户"）同意与第 7.2.7(e)节的规定实质上相似的条款。

15.1.4. **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。

15.1.5. **Use of Screenshots and wordmarks for SAP Crystal software**: Customer 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：客户可以就 SAP Crystal 软件在文档或介质中复制和分发屏幕截图与字符号，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) Customer's Use may not be obscene or pornographic, and Customer may not be disparaging, defamatory, or libelous to SAP, any of its software, or any other person or entity.
客户的使用不得涉及猥亵或色情用途，并且客户不得贬低、诋毁或诽谤 SAP 及其任何软件或者任何其他个人或实体。
c) Customer's Use may not directly or indirectly imply SAP sponsorship, affiliation, or endorsement of Customer's product or service.
客户的使用不得直接或间接暗示 SAP 赞助、加盟或支持客户的产品或服务。
d) Customer may not Use the screen shot in a comparative advertisement
客户不得在比较式广告中使用屏幕截图
e) Customer may not alter the screen shot in any way except to resize or crop the screen shot.
客户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) Customer may not include portions of a screen shot in other product user interface.
客户不得在其他产品用户界面中包含屏幕截图的任何部分。
g) Customer may not Use screen shots that contain third-party content unless Customer has obtained the express permission from the third-party.
除非客户已获得了第三方的明示许可，客户不得使用包含第三方内容的屏幕截图。
h) Customer must include the following copyright attribution statement: "SAP product screen shot(s) reprinted with permission from SAP."
客户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 Customer's Use includes references to a SAP Software, Customer must use the full name of the Software.
客户的使用中包括对 SAP 软件的引用的，客户必须使用软件的全称。
j) Customer may not use a screen shot that contains an image of an identifiable individual unless Customer has obtained permission from the individual.
除非客户已经获得本人许可，否则客户使用的屏幕截图不得包含可辨认个人的图像。

15.2. SAP Crystal Reports runtime product
SAP Crystal Reports 运行时产品

15.2.1. **Scope**: This section applies to the runtime product included in SAP Crystal Reports 2008, Crystal Reports XI, SAP Crystal Reports for Visual Studio 2010, 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）以及 SAP Crystal Reports（Eclipse 版）[水晶报表 Eclipse 版]中的运行时产品。

15.2.2. **Definitions**:

定义：

15.2.2.1. "**Client Application**" means an application developed by Customer 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) 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。

15.2.2.2. "**Internal Installation**" or "**Internally Install**" means installing into production Client Applications and/or Server Applications on 1 or more computers within Customer's company or organization only in connection with Customer's internal business purposes.
"**内部安装**"是指安装到客户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，并且仅供客户内部业务之用。

15.2.2.3. "**Distribution**" or "**Distribute**" means selling, leasing, licensing or redistributing Client Applications and/or Server Applications to third party end users external to Customer's company or organization.
"**分发**"是指向客户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。

15.2.2.4. "**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, and SAP Crystal Reports for Visual Studio 2010.
"**运行时产品**"是指与 SAP Crystal Reports 2008、SAP Crystal Reports for Eclipse 2.0 以及 SAP Crystal Reports for Visual Studio 2010 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）。

15.2.2.5. "**Server Application**" means an application developed by Customer 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。

15.2.3. **Usage**: Customer 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 Customer develops, as described in the following sections.
使用：客户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，由于客户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。

15.2.4. **Internal Installation of Client Applications and Server Applications**: Licensor grants Customer 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：许可方授予客户一项个人的、非独占的、有限的许可，允许客户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。

15.2.5. **Distribution of Client Applications**: Subject to Customer's compliance with all of the terms herein, including without limitation section 7.2.7, Licensor grants Customer a personal, nonexclusive, limited license to Distribute Client Applications.
分发客户端应用程序：在客户遵守此处的全部条款（包括但不限于第 7.2.7 节）的前提下，许可方授予客户一个分发客户端应用程序的个人的、非独占的、有限的许可。

15.2.6. **Distribution of Server Applications**: Subject to Customer's compliance with all of the terms herein, including without limitation section 7.2.7, Licensor grants Customer a personal, nonexclusive limited license to Distribute Server Applications to third parties provided that the Customer 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 Customer's licensed copy of Crystal Reports.
分发服务器应用程序：在客户遵守此处的全部条款（包括但不限于第 7.2.7 节）的前提下，许可方授予客户一个向第三方分发服务器应用程序的个人的、非独占的、有限的许可，但须符合以下条件：客户已经就所分发的服务器应用程序的每一次部署获得了一份 Crystal Reports 许可副本，并且此类服务器应用程序使用的运行时产品版本与客户的 Crystal Reports 许可副本的版本相同。

15.2.7. **Runtime Product Distribution Requirements**: If Customer distributes the Runtime Product to third parties pursuant to sections 7.2.5 or 7.2.6, Customer shall comply with the following requirements:
运行时产品的分发要求：如客户按照第 7.2.5 或 7.2.6 节的条款将运行时产品分发给第三方，客户应同意遵守以下要求：

a) Customer 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，客户独自负责提供支持、服务、升级和技术协助或其他帮助；

b) Customer 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，客户不得使用许可方或软件的名称、徽标或商标；

c) Customer 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，客户都会为 SAP 提供辩护、赔偿并使 SAP 免受任何损失；

d) Customer 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
客户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) Customer shall secure the end user's ("End User") consent to terms substantially similar to the following:
客户需要保证最终用户（"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。

15.2.8. 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。

15.3. SAP Crystal Server

15.3.1. **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。

15.3.2. **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. Customer 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。客户可利用 SAP Crystal Server 的移动特性或功能。

15.3.3. **Restrictions**: For each Deployment, SAP Crystal Server may be installed and Used only on a single Server. Customer may not attempt to cluster the system across multiple live Servers. Customer 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。客户不得尝试对通过多重实时服务器的系统进行聚类分析。客户不得使用 SAP Crystal Server 访问 SAP Business One 以外的 SAP 应用程序中的数据。

15.3.3.1. 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）

15.3.3.2. 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）

15.3.3.3. 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]

15.3.3.4. 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。

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

SAP Crystal Reports Server OEM Embedded：SAP Crystal Reports Server OEM Embedded（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，无论该服务器是基于用户还是服务器获得许可。客户不得尝试对通过多重实时服务器的系统进行聚类分析。客户不得使用 CRSE 访问 SAP 应用程序中的数据。

Supplementary Products
补充产品

16. DIRECTORIES
目录

16.1. **Additional license conditions**: Following are additional license conditions for content/reference data (address data, geo data etc...) provided in Data Quality and Data Services products ("**Directories**")

其他许可条件：以下是 SAP Data Quality [数据质量]和 SAP Data Services 产品（"**目录**"）中提供的内容/参考数据（地址数据、地理数据等）的其他许可条件

16.1.1. Directories, any related documentation and any intellectual property rights therein at all times remain the property of SAP and its third party suppliers (as the case may be);
本文档中提及的目录、任何相关文档以及任何知识产权始终为 SAP 及其第三方供应商（视具体情况而定）的财产；

16.1.2. Customers are not permitted to resell the data. Directories shall not be used within a service bureau environment. In selected cases, the use by an affiliate will require a separate license (see all specific directory restrictions in the "Pass Through Terms for Directories" attached hereto as Exhibit 5 which constitute a part of the terms and conditions of Customer's use of such Directories).
客户不得转售此类数据。目录不得在服务机构业务环境中使用。在特定情况下，子公司使用该目录需另行获得许可（本文档的附件 5 列出了客户使用此类目录时所需遵循的部分条款与条件，请参阅其中的"目录传递条款"中列出的所有具体目录限制条款）。

16.1.3. Directories may only be used together with the SAP Data Quality and/or Data Services Products; a perpetual license for the SAP Data Quality and Data Services Products is a prerequisite for using Directories;
目录只能与 SAP Data Quality 和/或 SAP Data Services 产品一同使用；SAP Data Quality 和 SAP Data Services 产品的永久性许可是使用目录的前提条件之一；

16.1.4. Directories may not be used for creating a mailing list, database or other derivative work, but may be used to cleanse an existing mailing list or database of an End User;
目录不能用于创建邮寄列表、数据库或其他衍生作品，但可用来清理最终用户的现有邮寄列表或数据库；

16.1.5. Directories will be updated from time to time: only the current version of an Directory may be used;
目录将随时更新：仅可使用目录的最新版本；

16.1.6. SAP may use a software utility mechanism in Directories that imposes time limitations to prevent the use of outdated Directories;
SAP 可以在目录中采取加以时间限制的软件使用机制，以防止使用过期的目录；

16.1.7. SAP's third party suppliers shall have no liability to End User or any third party as a result of End User's use of the Directories or any services you receive related to the use of the Directories;
对于最终用户或任何第三方因最终用户使用此目录，或者因接收到的任何与使用目录相关的服务而造成的任何后果，SAP 的第三方供应商概不负责；

16.1.8. Content updates will not be provided by SAP hereunder, except to the extent the Directories' third party supplier(s) makes content updates available to SAP. In no case shall any SAP maintenance or support be provided for the Directories licensed herein.
除非目录的第三方供应商向 SAP 提供内容更新，否则 SAP 概不提供内容更新。在任何情况下，概不针对此处获得许可的目录提供 SAP 维护或支持服务。

16.1.9. A third-party supplier for Directories may elect to terminate SAP's right to distribute Directories or to provide updates during the term of your subscription, in which case Customer's sole remedy will be to receive a refund of fees for the portion of the subscription for which Customer is unable to use such Directories, unless otherwise stated in the Pass-Through Terms.
目录的第三方供应商可以选择终止 SAP 分发目录的权利或在您的租用期内提供更新，在此情况下，客户唯一的救济途径将是收到返还的其未能使用该目录的租用时间段所对应的费用，但传递条款中另有规定的除外。

16.2. Licensing Information
许可信息

16.2.1. Directories are sold on a subscription model basis, therefore no annual maintenance fee is to be charged and, except to the extent the Directories content source makes content updates available to SAP, no SAP maintenance or support is provided for these products.
目录按租用模式出售，因此不收取年度维护费，但那些向 SAP 提供更新内容的目录的内容源除外，SAP 不向这类产品提供维护或支持。

16.2.2. Subscription fees may include charges from domestic or international postal authorities or other data providers.

租用费用可能会包括国内或国际邮政部门或其他数据提供商的收费。

16.2.3. The Initial Term of this shall be 12 calendar months from the Effective Date of the "Initial Term".
初始期限应为自"初始期限"生效日期起计算的十二（12）个日历月。

16.2.4. Automatic renewals occur on an annual basis, subject to availability of the licensed Directory on the current SAP List of Prices and Conditions, and will be processed and invoiced according to the then current pricing and terms. After the Initial Term, this subscription license may be terminated by either party with 90 days written notice prior to the start of the following Renewal Term. Any termination must be in writing to the affected party and will be effective at the end of the then-current Initial/Renewal Term during which the termination notice is received by SAP.

本文档每年根据 SAP 最新价目表和条件中列出的许可目录自动续租，并根据最新的定价和条款进行处理并开具发票。在初始期限结束之后，本订阅许可可由任何一方提前九十（90）天发出书面通知、在下一续订期间开始之前终止。任何终止必须以书面形式向受影响的一方提出，且应在 SAP 收到终止通知期间的届时适用的初始/续租期间结束时生效。

16.3. **Limitation of liability**: In no event shall SAP's total liability for damages of any kind or nature in any way arising from or related to the licensed Directories exceed an amount equal to the annual Subscription Fee paid in the twelve (12) month period prior to the date of the claim.
责任限制：任何情况下，对于因许可的目录或因与之相关而以任何形式引起的任何类型或任何性质的损害，SAP 的赔偿金额总数均不应超过在提出此类索赔之前十二（12）个月已付的年度租用费金额。

17. DATABASE AND TECHOLOGY PORTFOLIO PRODUCTS (EXCLUDING HANA)
数据库和技术组合产品（HANA 除外）

17.1. **Earlier Versions**: Product versions marked as "Earlier Versions" on SAP Service Marketplace may only be downloaded and/or used by Customers 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客户下载和/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客户。

17.2. **SAP ASE Runtime Edition**("**ASE**") : is a runtime database licensed for use by individuals solely in conjunction with their use of applicable Software and/or Third Party Software licensed by Customer from SAP. NetWeaver-based third party add-on's can be run under applicable SAP NetWeaver Foundation for Third Party Applications license. The SAP ASE runtime database may not be used to run any software and/or third party software other than applicable Software and/or Third Party Software licensed by Customer from SAP. SAP ASE runtime database includes a limited runtime license of MaxDB database, subject to these provisions. For purposes of clarification, see the applicable Software and/or Third Party Software Documentation for information regarding release(s) / version(s) supported on the SAP ASE and MaxDB runtime database. SAP ASE runtime database includes replication functionality to be used solely for disaster recovery purposes.
SAP ASE（运行时版）[自适应服务器运行时版]（"**ASE**"）：是一个许可供个人使用的运行时数据库，但该运行时数据库只能与 SAP 授予客户的相应软件和/或第三方软件一起使用。基于 NetWeaver 的第三方扩展组件可在相应的 SAP NetWeaver Foundation for Third Party Applications 许可下运行。不得用 SAP ASE 运行时数据库运行除 SAP 授予客户的相应软件和/或第三方软件以外的任何软件和/或第三方软件。SAP ASE 运行时数据库包括 MaxDB 数据库的有限运行时许可，受到这些条款的约束。需注意，关于 SAP ASE 和 MaxDB 运行时数据库上支持的发布/版本的信息，请参见相应软件和/或第三方软件文档。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。

17.3. **SAP Adaptive Server Platform**: The total number of Cores licensed represents the maximum total cumulative Cores on which all of the Software included in SAP Adaptive Server Platform ("**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]：所许可的内核总数表示在其上安装并使用 SAP Adaptive Server（平台版）（以下简称"**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]。

17.4. **SAP PowerDesigner DataArchitect, Edge edition and SAP PowerDesigner EnterpriseArchitect**: Includes SAP SQL Anywhere database, which may only be Used as the metadata repository for PowerDesigner (where licensed) and for SQL language parsing.
SAP PowerDesigner DataArchitect（Edge 版）和 SAP PowerDesigner（面向数据架构师的企业版）：包括 SAP SQL Anywhere 数据库，但只能作为 PowerDesigner 软件（在获得许可的情况下）的元数据资源库用于 SQL 语言剖析。

17.5. **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]：包括 SAP Landscape Transformation Replication Server（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。

18. MOBILE
移动

18.1. **Earlier versions**: Product versions marked as "Earlier Versions" on SAP Service Marketplace may only be downloaded and/or used by Customers 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客户下载和/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客户。

18.2. **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：持移动的 SAP 软件可能需要从第三方移动应用商店下载其他组件。

18.3. **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：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。

19. SAP HANA

19.1. Definitions
定义

19.1.1. "**Data Sources**" means any software product(s) and/or database instance(s) for which Customer has secured an appropriate license.
"**数据源**"是指客户已经获得适当许可的任何软件产品和/或数据库实例。

19.2. **SAP HANA, enterprise edition**:
SAP HANA（企业版）[内存计算平台企业版]：

19.2.1. may be Used with an unlimited number of Data Sources, and such Use is subject to the applicable Licensed Level. SAP HANA, enterprise edition includes the following Runtime Software:
可以与不受数量限制的数据源使用，且此类使用受到已取得的相应许可级别的约束。SAP HANA（企业版）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
SAP HANA 信息管理选项[内存计算平台信息管理选项]

d) SAP HANA, data replication option
SAP HANA 数据复制选项[内存计算平台数据复制选项]

e) SAP HANA, data privacy option
SAP HANA 数据隐私选项[内存计算平台数据隐私选项]

f) SAP HANA, spatial and graph option
SAP HANA 空间和图形选项[内存计算平台空间和图形选项]

g) SAP HANA, predictive option
SAP HANA 预测选项[内存计算平台预测选项]

h) SAP HANA, search and text option
SAP HANA 搜索和文本选项[内存计算平台搜索和文本选项]

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

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

k) SAP OpenHub for S/4HANA
SAP OpenHub for S/4HANA [面向 ERP 商务套件的信息中心]

l) 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）

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

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

o) SAP Business Warehouse Accelerator

p) SAP IQ database
SAP IQ 数据库

19.2.2. Customer may use Smart Data Access to query data from any data sources, provided that Customer's license for SAP HANA, enterprise edition 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.
客户可使用智能数据访问查询任何数据源中的数据，前提是客户的 SAP HANA（企业版）许可大小适合与通过智能数据访问进行查询的和与其他数据源结合的所有此类数据。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。

19.2.3. SAP ASE and MaxDB databases are runtime databases limited solely for Use in conjunction with Customer's Use of Software and/or Third Party Software, and solely to the extent such Software components are licensed by Customer 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 和 MaxDB 数据库是运行时数据库，仅限于与客户的软件和/或第三方软件一起使用，且仅限于客户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。

19.2.4. SAP IQ database is a runtime database. Use of SAP IQ database is limited to 1 Core per 256GB of memory in the HANA system. Use of SAP IQ is limited to access by and through SAP HANA, enterprise edition.
SAP IQ 数据库是运行时数据库。SAP IQ 数据库的使用仅限于每 256GB HANA 系统内存一（1）个内核。 SAP IQ 的使用仅限于通过 SAP HANA（企业版）进行访问。

19.2.5. Use of SAP HANA Spatial Engine is also governed by the HERE MAP DATA BY HERE directory terms, which can be located in Section 7 of Exhibit 5 to Chapter 3 of this Use Rights document.
SAP HANA 空间数据分析引擎的使用还需遵守“HERE 提供的 HERE 地图数据”目录条款，这些条款位于本使用权利文档第 3 章之附件 5 的第 7 节。

19.3. **Deploying multiple SAP HANA tenants**: If Customer has licensed more than 1 SAP HANA edition, then each SAP HANA edition license type may only be deployed in its own unique HANA tenant database within a HANA system. Use of System Database and Cockpit tenants on a HANA system is limited solely to administration tasks.
部署多个 SAP HANA 租户：如果客户拥有超过一个 SAP HANA 版本的许可，每个 SAP HANA 版本的许可类型只能在 SAP HANA 系统的独特 SAP HANA 租户数据库中部署。对 SAP HANA 系统上系统数据库和主控室租户的使用仅限于管理任务。

19.4. **SAP HANA, runtime Edition for SAP BW ("HANA Runtime for BW") licensed by HANA SAP Application Value**:
按 HANA SAP 应用程序价值许可的 SAP HANA（面向 SAP BW 的运行时版）（以下简称“HANA 面向 SAP BW 的运行时版”）：

19.4.1. HANA Runtime for BW is a database licensed solely to support Customer's Use of SAP Business Warehouse (SAP BW) and Use is limited to communications between SAP BW and HANA Runtime for BW. The HANA Runtime for BW license includes the following Runtime Software:

HANA 面向 SAP BW 的运行时版是仅为支持客户使用 SAP Business Warehouse（以下简称“SAP BW”）而授予许可的数据库，且仅限用于 SAP BW 与 HANA 面向 SAP BW 的运行时版之间的通信。HANA 面向 SAP BW 的运行时版许可包括以下运行时软件：

a) SAP HANA Platform;
SAP HANA（平台版）；

b) 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）；

c) SAP Business Warehouse Accelerator;

d) SAP Near-line storage for SAP BW (NLS for BW);
面向 SAP BW 的 SAP 近线存储（NLS for BW）；

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

f) SAP HANA native storage extension.
SAP HANA 原生存储扩展。

19.4.2. HANA Runtime for BW may support an unlimited number of Data Sources and unlimited use of SAP Business Warehouse Accelerator, subject to the applicable Licensed Level. SAP HANA Platform includes the HANA Studio, Cockpit and Web IDE components. Use of the SAP HANA Studio, Cockpit and Web IDE components is limited solely to administering, monitoring and creating custom views for the SAP BW instance. All reporting must be performed via the SAP BW 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.
HANA 面向 SAP BW 的运行时版可支持不限数量的数据源和对 SAP Business Warehouse Accelerator 不受限制的使用，并受适用的许可级别的约束。SAP HANA（平台版）包括 SAP HANA 工作室、SAP HANA 主控室和 SAP Web IDE 组件。对 SAP HANA 工作室、主控室和 SAP Web IDE 组件的使用仅限于为 SAP BW 实例管理、监控和创建自定义视图。必须通过 SAP BW 软件或者通过使用 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。

19.4.3. NLS for BW includes a runtime license of SAP IQ solely for Use with SAP BW.
NLS for BW 包括 SAP IQ 的运行时许可，但仅限于与 SAP BW 一起使用。

19.4.4. All data modeling, loading, distribution, creation and extension of data structures, including tables and virtual tables via Smart Data Access used in HANA Runtime for BW must be performed via SAP BW Software.
所有数据的建模、加载、分发以及数据结构的创建和扩展，包括 HANA 面向 SAP BW 的运行时版中使用的通过智能数据访问的表和虚拟表，都必须通过 SAP BW 软件执行。

19.4.5. Customer may export data, using licensed SAP tools, solely to be used within 1 or more of the following:
客户可以使用许可的 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, enterprise edition
SAP HANA（企业版）

b) SAP HANA, standard edition
SAP HANA（标准版）

c) SAP Cloud Platform, SAP HANA service
SAP Cloud Platform，SAP HANA 服务 [基于云平台的内存计算平台服务]

d) SAP HANA Cloud

e) SAP Data Warehouse Cloud

19.4.6. Customer shall pay additional license fees for HANA Runtime for BW in the event Customer’s HANA SAP Application Value increases.
若客户的 HANA SAP 应用程序价值增加，则客户应支付 HANA 面向 SAP BW 的运行时版的额外许可费。

19.5. **SAP HANA, Limited Runtime edition for Applications HANA Apps Only (“Limited HANA Runtime”)**: is licensed solely for Use with any of the Customer’s SAP HANA Related Apps below, and solely to the extent such SAP HANA Related Apps are licensed by Customer in accordance with the terms herein. SAP HANA Related Apps may be used with an appropriately licensed SAP Business Warehouse (BW) instance. Use of BW is limited to the context of the SAP HANA Related App for reporting and analysis.
SAP HANA（应用运行限定版）[内存计算平台应用运行限定版]，仅限于 SAP HANA 应用程序（以下简称“HANA 运行限定版”）：仅限于与以下客户的 SAP HANA 相关应用程序一起使用，且仅限于客户依据本协议条款获得许可的此类 SAP HANA 相关应用程序。SAP HANA 相关应用程序可与经适当许可的 SAP Business Warehouse (BW)实例一起使用。对 BW 的使用仅限于在 SAP HANA 相关应用程序中进行报告和分析。

19.5.1. SAP HANA Related Apps:
SAP HANA 相关应用程序：

a) SAP Advanced Trade Management Analytics, version for SAP BW/4HANA
SAP Advanced Trade Management Analytics（SAP BW/4HANA 版）

b) SAP Customer Business Planning, version for SAP BW/4HANA
SAP Customer Business Planning（SAP BW/4HANA 版）

c) SAP Trade Promotion Planning and Management, version for SAP BW/4HANA
SAP Trade Promotion Planning and Management（SAP BW/4HANA 版）

d) SAP Innovation Management

e) SAP Intelligent Business Operations bundle
智能业务运营捆绑包

f) SAP Demand Signal Management, version for SAP BW/4HANA
SAP Demand Signal Management（SAP BW/4HANA 版）[需求信号管理 SAP BW/4HANA 版]

g) SAP Enterprise Threat Detection

h) SAP Customer Activity Repository

SAP Customer Activity Repository [客户行为资料库]

i) SAP Allocation Management, add-on for SAP Customer Activity Repository
SAP Allocation Management 面向 SAP Customer Activity Repository 的扩展组件[分配管理面向客户行为资料库的扩展组件]

j) SAP Assortment Planning, add-on for SAP Customer Activity Repository
SAP Assortment Planning 面向 SAP Customer Activity Repository 的扩展组件[分类计划面向客户行为资料库的扩展组件]

k) SAP Merchandise Planning, add-on for SAP Customer Activity Repository
SAP Merchandise Planning 面向 SAP Customer Activity Repository 的扩展组件[商品计划面向客户行为资料库的扩展组件]

l) SAP Promotion Management, add-on for SAP Customer Activity Repository
SAP Promotion Management 面向 SAP Customer Activity Repository 的扩展组件[促销管理面向客户行为资料库的扩展组件]

m) SAP Tax Declaration Framework for Brazil

n) SAP Loss Prevention by Fujitsu
SAP Loss Prevention by Fujitsu [损失预防]

o) SAP Audit Management

p) SAP Business Integrity Screening

q) SAP Tax Compliance
SAP Tax Compliance [税收合规性]

r) SAP Product Lifecycle Costing

s) SAP Transportation Resource Planning
SAP Transportation Resource Planning [运输资源计划]

t) SAP Transportation Resource Planning for T&L
面向物流运输行业的 SAP Transportation Resource Planning [面向物流运输行业的运输资源计划]

u) SAP Tax intelligence and Management by All Tax, IRPJ CSLL ISS Trabalhista
SAP Tax Intelligence and Management by All Tax [所有税收的税收智能和管理]、IRPJ CSLL ISS Trabalhista

v) SAP Sales Insights for Retail
SAP Sales Insights for Retail [零售业销售洞察]

w) retail promotion analyzer
零售促销分析工具

19.5.2. Runtime Software Rights. The Limited HANA Runtime license includes the following Runtime Software:
运行时软件权利。HANA 运行限定版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 Landscape Transformation replication server ("SLT");

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

f) 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）；

g) SAP Business Warehouse Accelerator;

h) SAP Near-line storage for SAP BW (NLS for BW);
面向 SAP BW 的 SAP 近线存储（NLS for BW）；

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

j) SAP HANA, data privacy option.
SAP HANA 数据隐私选项；

k) SAP HANA, predictive option;
SAP HANA 预测选项；

l) SAP HANA, spatial and graph option;
SAP HANA 空间和图形选项；

m) SAP HANA, search and text option;
SAP HANA 搜索和文本选项；

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

o) SAP HANA native storage extension.
SAP HANA 原生存储扩展。

19.5.3. 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 Limited HANA Runtime must be performed via the SAP HANA Related Apps. Use of DI, SDI and SLT is limited solely to loading data into Limited HANA Runtime or SAP HANA Related Apps. Data may be loaded from an appropriately licensed Data Source via DI, SDI or SLT or via SAP HANA Related App interfaces. SDI may also be used with Smart Data Access in a data federation scenario. Notwithstanding anything to the contrary, SAP HANA Related Apps is not allowed to distribute data from tables residing in Limited HANA Runtime licensed for other Software.
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 运行限定版中使用的通过智能数据访问的表和虚拟表，都必须通过 SAP HANA 相关应用程序执行。对 DI、SDI 和 SLT 的使用仅限

于将数据加载至 HANA 运行限定版或 SAP HANA 相关应用程序。可通过 DI、SDI 或 SLT，或通过 SAP HANA 相关应用程序接口，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 SAP HANA 相关应用程序从存储在许可用于其他软件的 HANA 运行限定版的表中分发数据。

19.5.4. Customer may export data, using licensed SAP tools, solely to be used within 1 or more of the following:
客户可以使用许可的 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, enterprise edition
SAP HANA（企业版）

b) SAP HANA, standard edition
SAP HANA（标准版）

c) SAP Cloud Platform, SAP HANA service
SAP Cloud Platform，SAP HANA 服务 [基于云平台的内存计算平台服务]

d) SAP HANA Cloud

e) SAP Data Warehouse Cloud

19.5.5. Use of the SAP HANA Studio, Cockpit and Web IDE components is limited solely to administering, monitoring and creating custom views for the Limited HANA Runtime database instance. All reporting must be performed via the SAP HANA Related App 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、主控室和 SAP Web IDE 组件的使用仅限于为 HANA 运行限定版数据库实例管理、监控和创建自定义视图。必须通过 SAP HANA 相关应用程序或使用 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。

19.5.6. NLS for BW includes a runtime license of SAP IQ solely for Use with SAP BW.
NLS for BW 包括 SAP IQ 的运行时许可，但仅限于与 SAP BW 一起使用。

19.5.7. **SAP BusinessObjects Enterprise on Limited HANA Runtime**: When used as a runtime database for SAP BusinessObjects Enterprise, Limited HANA Runtime may be used:
基于 HANA 运行限定版的 SAP BusinessObjects Enterprise：作为 SAP BusinessObjects Enterprise 的运行时数据库使用时，HANA 运行限定版可用作：

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。

19.5.8. 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。

19.5.9. The license fee Limited HANA Runtime is calculated on the basis of the HANA SAP Application Value for Customer's. Customer shall pay additional license fees for Limited HANA Runtime in the event Customer's HANA SAP Application Value for the SAP HANA Related Apps increases.
HANA 运行限定版的许可费用根据客户的 SAP HANA 相关应用程序的 HANA SAP 应用程序价值计算。如客户的 SAP HANA 相关应用程序的 HANA SAP 应用程序价值增加，则客户应支付额外的 HANA 运行限定版的许可费。

19.5.10. Customer acknowledges that Customer may have to install a Limited HANA Runtime-compatible release of the HANA Related App in order to enable certain business functions or provide configuration as described above. Future releases of Limited HANA Runtime developed for Use with SAP HANA Related Apps may not be compatible with current releases and may not be available via the respective SAP Support offering. Technical migration from SAP HANA Related Apps to another release of the SAP HANA Related App to be used separately from Limited HANA Runtime database and/or to another database offering may not be possible.
客户确认，客户可能必须安装 SAP HANA 相关应用程序的 HANA 运行限定版的兼容版本，以便启用特定业务功能或提供上述配置。将来开发的与 SAP HANA 相关应用程序一起使用的 HANA 运行限定版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 SAP HANA 相关应用程序到要与 HANA 运行限定版数据库分开使用的 SAP HANA 相关应用程序的其他版本和/或其他数据库产品的技术迁移。

19.6. **SAP HANA, data privacy option**: 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：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]。

19.7. **SAP HANA, information management option**: Includes SAP HANA Smart Data Integration and Smart Data Quality.
SAP HANA 信息管理选项：包括 SAP HANA 智能数据集成和 SAP HANA 智能数据质量。

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

19.9. **SAP HANA, data replication option**: Includes the following Runtime Software: SAP Data Integrator, SAP Landscape Transformation Replication Server ("SLT"), 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：包括以下运行时软件：SAP Data Integrator、SAP Landscape Transformation Replication Server（以下简称“SLT”）和 SAP SQL Anywhere（高级版）[数据库高级版]。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。

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

19.11. **SAP HANA, spatial and graph option**: Use is limited solely to the SAP HANA Spatial Engine and Graph Engine. Use of SAP HANA Spatial Engine is also governed by the HERE MAP DATA BY HERE directory terms, which can be located in Section 7 of Exhibit 5 to Chapter 3 of this SAP Software Use Rights document.
SAP HANA 空间和图形选项：其使用仅限于 SAP HANA 空间数据分析引擎和图形引擎。SAP HANA 空间数据分析引擎的使用还需遵守“HERE 提供的 HERE 地图数据”目录条款，这些条款位于本 SAP 软件使用权利文档第 3 章之附件 5 的第 7 节。

19.12. **SAP HANA, streaming analytics option**: The total number of cores across all machines on which SAP HANA Streaming Analytics 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：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 [数据流精简版]包括在内，并且可与 SAP HANA 流分析项目相集成。

19.13. **SAP HANA, active/active read-enabled option**: SAP HANA use is limited to read operations only on the secondary, in SAP HANA system replication scenario. Customer 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]：SAP HANA 的使用仅限于 SAP HANA 系统复制方案中的次级读取操作。客户必须许可与 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 主机读写/备机只读单元。

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

19.15. **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 近线存储包括 SAP IQ 的运行时许可：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。

19.16. **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 Customer's Use of Software and/or Third Party Software, and solely to the extent such Software components are licensed by Customer ("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”），可与客户的软件和/或第三方软件一起使用，但仅限于客户依据本协议条款获得许可的软件组件（“HANA REAB 支持软件”）。

19.16.1. **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 Landscape Transformation replication server ("SLT");
e) SAP ASE and MaxDB databases;
SAP Adaptive Server Enterprise 和 SAP MaxDB 数据库；
f) 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）；
g) SAP Business Warehouse Accelerator;
h) SAP Near-line storage for SAP BW and SAP BW/4HANA;
面向 SAP BW 和 SAP BW/4HANA 的 SAP 近线存储；
i) SAP HANA Rules Framework;
SAP HANA 规则框架；
j) SAP HANA, data privacy option;
SAP HANA 数据隐私选项；
k) SAP HANA, predictive option;
SAP HANA 预测选项；
l) SAP HANA, spatial and graph option;
SAP HANA 空间和图形选项；
m) SAP HANA, search and text option;
SAP HANA 搜索和文本选项；
n) SAP HANA, Smart Data Quality ("SDQ");

SAP HANA 智能数据质量（“SDQ”）；

o) SAP HANA, native storage extension.
SAP HANA 原生存储扩展。

19.16.2. 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, SDI and SLT 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, SDI or SLT 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、SDI 和 SLT 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 SLT，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。

19.16.3. Customer may export data, using licensed SAP tools, solely to be used within 1 or more of the following:
客户可以使用许可的 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, enterprise edition
SAP HANA（企业版）

b) SAP HANA, standard edition
SAP HANA（标准版）

c) SAP Cloud Platform, SAP HANA service
SAP Cloud Platform，SAP HANA 服务 [基于云平台的内存计算平台服务]

d) SAP HANA Cloud

e) SAP Data Warehouse Cloud

19.16.4. 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 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 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。

19.16.5. **SAP BusinessObjects Enterprise on REAB**: When used as a runtime database for SAP BusinessObjects Enterprise, HANA REAB may be used:
基于 REAB 的 SAP BusinessObjects Enterprise：作为 SAP BusinessObjects Enterprise 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。

19.16.6. 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。

19.16.7. The license fee for HANA REAB is calculated on the basis of the HANA SAP Application Value for Customer's HANA REAB Supported Software. Customer shall pay additional license fees for HANA REAB in the event Customer's HANA SAP Application Value increases.
HANA REAB 的许可费用根据客户 HANA REAB 支持软件的 HANA SAP 应用程序价值计算。若客户的 HANA SAP 应用程序价值增加，则客户应支付 HANA REAB 的额外许可费。

19.16.8. Customer acknowledges that Customer 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.
客户确认，客户可能必须安装 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。

19.17. **SAP HANA, runtime edition for applications and 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 Customer'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”的许可费用根据客户 HANA REAB 支持软件的 HANA SAP 应用程序价值计算（定义如下）。

19.17.1. HANA REAB-Partial licensed for Use in conjunction with Customer's Use of Software and/or Third Party Software, and solely to the extent such Software components are licensed by Customer ("HANA REAB Supported Software") in accordance with the terms herein.
"HANA REAB — 部分"可与客户的软件和/或第三方软件一起使用，但仅限于客户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"）。

19.17.2. **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 Landscape Transformation replication server ("SLT");
e) SAP ASE and MaxDB databases;
SAP Adaptive Server Enterprise 和 SAP MaxDB 数据库；
f) 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）；
g) SAP Business Warehouse Accelerator;
h) SAP Near-line storage for SAP BW and SAP BW/4HANA;
面向 SAP BW 和 SAP BW/4HANA 的 SAP 近线存储；
i) SAP HANA Rules Framework;
SAP HANA 规则框架；
j) SAP HANA, data privacy option;
SAP HANA 数据隐私选项；
k) SAP HANA, predictive option;
SAP HANA 预测选项；
l) SAP HANA, spatial and graph option;
SAP HANA 空间和图形选项；
m) SAP HANA, search and text option;
SAP HANA 搜索和文本选项；
n) SAP HANA Smart Data Quality ("SDQ")
SAP HANA 智能数据质量（"SDQ"）；
o) SAP HANA native storage extension.
SAP HANA 原生存储扩展。

19.17.3. 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, SDI or SLT 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 SLT，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。

19.17.4. Customer may export data, using licensed SAP tools, solely to be used within 1 or more of the following:
客户可以使用许可的 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, enterprise edition
SAP HANA（企业版）
b) SAP HANA, standard edition
SAP HANA（标准版）
c) SAP Cloud Platform, SAP HANA service
SAP Cloud Platform，SAP HANA 服务 [基于云平台的内存计算平台服务]
d) SAP HANA Cloud
e) SAP Data Warehouse Cloud

19.17.5. 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。

19.17.6. **SAP BusinessObjects Enterprise on SAP REAB-Partial**: When used as a runtime database for SAP BusinessObjects Enterprise, HANA REAB - Partial may be used:
基于“HANA REAB — 部分”的 SAP BusinessObjects Enterprise：作为 SAP BusinessObjects Enterprise 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。

19.17.7. 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。

19.17.8. Customer acknowledges that Customer 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.
客户确认，客户可能必须安装 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。

19.18. **Terms of use for Twitter API contained within SAP HANA, enterprise edition; SAP HANA, runtime edition for applications and SAP BW; and SAP HANA, information management option**: The following shall apply to SAP HANA, enterprise edition; SAP HANA, runtime edition for applications and SAP BW; and SAP HANA, information management option: Use of the Twitter API is subject to the Third Party Web Service terms contained in Section 0, sub-section 2.8 of these Use Terms.
SAP HANA（企业版）、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（企业版）、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：Twitter API 的使用受本使用条款第 0 节的第 2.8 小节中所包含的第三方 Web 服务条款的约束。

19.19. **SAP HANA Cold Data Tiering**: Includes SAP Data Intelligence components which may solely be used for SAP HANA cold data tiering scenarios. Use is limited to data transfers between SAP HANA and SAP Data Intelligence distributed runtime (Vora) or Vora supported sources. Access and querying of cold tiered data is allowed via the primary HANA system only.
SAP HANA 冷数据分层[内存计算平台冷数据分层]：包括专用于 SAP HANA 冷数据分层场景的 SAP Data Intelligence 组件。其使用仅限于 SAP HANA 和 SAP Data Intelligence 分布式运行时（Vora）或 Vora 支持的数据源之间的数据传输。用户仅能通过主 SAP HANA 系统访问和查询冷分层数据。

19.20. **SAP HANA Client Software**: Customer may market and sublicense the HANA Client Software only for use in conjunction with Customer'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. Customer must not charge any third party a fee or any other form of consideration for access to, or use of, the HANA Client Software. Customer 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：客户仅可销售和分许可 SAP HANA 客户端软件与客户自有产品结合使用。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。客户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。客户不得将文件安装到 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。

20. FOCUSED BUSINESS SOLUTIONS.
主要业务解决方案。

Special support: If licensed Software is identified as a Focused Business Solution ("FBS Software"), special support strategy and conditions apply. SAP Support for FBS Software shall be provided in accordance with the applicable SAP Support terms as amended by the then current support strategy and conditions found at https://support.sap.com/fbs (inclusive of any successor site(s) made known by SAP, the "Strategy & Conditions Site").
特殊支持：如许可软件被认定为焦点商务解决方案（“FBS 软件”），则使用特殊的支持战略和条件。对 FBS 软件的 SAP 支持应按照相应的 SAP 支持条款提供，该 SAP 支持条款以 https://support.sap.com/fbs (包含 SAP 公布的任何继任网站，简称为“战略和条件网站”)上登载并修订的当时的支持战略和条件为准。

20.1. **Strategy & Conditions Site**: The Strategy & Conditions Site is hereby amended to include the following terms:
战略和条件网站：战略和条件网站在此经修订后包含如下条款：

12.2.1 FBS Software requires, as a prerequisite to its Use and installation, a specific version (e.g. release, service level pack, and/or enhancement pack) of certain SAP Software (the "Base Software"), which is identified on the Strategy & Conditions Site and must be separately licensed and installed by Customer.
作为 FBS 软件使用和安装的条件，FBS 软件要求某个 SAP 软件（“基本软件”）的特定版本（比如版本、服务水平包和/或增强包），该基本软件在战略和条件网站上有明确说明，且客户必须单独获得基本软件的许可并安装。

12.2.2 In the future, should SAP elect, in its sole and exclusive discretion, to make new release(s) of FBS Software commercially available as part of SAP Support, such new release(s) may (a) differ functionally, (b) have different supported language(s) and/or (c) have different Base Software requirements from prior FBS Software release(s).

如将来 SAP 依其独立判断选择在商业上将 FBS 软件的新版本作为 SAP 支持的一部分提供，则该新版本可能会 (a) 在功能上有区别，(b) 支持不同的语言，和/或 (c) 需要不同于之前的 FBS 软件版本的基础软件要求。

12.2.3 Mainstream and extended maintenance dates for FBS Software are targets, and therefore subject to change by SAP.
FBS 软件的主流维护和扩展维护的终止日期是预定的目标，因此 SAP 可对其加以调整。

12.2.4 In no event will maintenance or extended maintenance for any FBS Software release be provided following the expiration or termination of mainstream or extended (as applicable) maintenance on the underlying Base Software.
任何情况下，FBS 软件版本的维护或扩展维护在基本的基础软件的主流或扩展（视具体情况而定）维护到期或终止之后不再提供。

21. REPEATABLE CUSTOM SOLUTION (“RCS”) SOFTWARE.
可重复定制解决方案（以下简称“RCS”）软件。

21.1. **Prerequisite to use**: The RCS requires, as a prerequisite to its Use and installation, a specific version (such as release, service level pack, and/or enhancement pack) of certain SAP Software (the “Base Software”) which is identified by SAP, along with specific Use conditions under https://support.sap.com/rcs (the “RCS Strategy & Conditions Site”) and/or the Documentation. Special support strategy and conditions apply for RCS Software. SAP and Customer agree that Support for RCS Software shall be provided as set forth in the applicable SAP Product Specific Support Schedule for RCS found at the RCS Strategy & Conditions site.
使用先决条件：RCS 的使用和安装必须以具备 SAP 认定的某些 SAP 软件（即“基础软件”）的特定版本（如版本、服务级别包和/或增强包）为先决条件，同时必须符合 https://support.sap.com/rcs（“RCS 战略和条件站点”）和/或文档中的特定使用条件。特殊支持策略和条件适用于 RCS 软件。SAP 和客户一致同意，根据 RCS 战略和条件站点中适用于 RCS 的 SAP 产品特定支持协议中的规定提供 RCS 软件支持。

21.2. **Not standard software**: RCS is not SAP standard software and in its current state a RCS may not meet all SAP standards including but not limited to language or country version, available version, supported operating systems, or database. Customer must fully test the RCS before using it in live operation. The standard language in which the RCS and its Documentation will be provided is English. SAP reserves the right to release individual versions of the RCS or its Documentation in additional languages. SAP has no obligation to transfer any functionality licensed under this agreement into SAP’s standard software, nor shall SAP be obliged to make the RCS compatible with new releases or versions of the Base Software.
非标准软件：RCS 并非 SAP 标准软件，且依其当前状态，可能不符合所有 SAP 标准，包括但不限于语言或国家/地区版本、可用版本、支持的操作系统或数据库。在上线运行之前，客户必须对 RCS 进行充分测试。RCS 及其文档的提供语言为英语。SAP 保留以其他语言发行 RCS 或其文档独立版本的权利。SAP 不承担将本协议下许可的任何功能转移至 SAP 标准软件的任何义务，亦不承担使 RCS 与基础软件的新版本相兼容的任何义务。

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。

Conditions for the use of ORACLE® Database Software when licensed from SAP
由 SAP 授予许可时使用 ORACLE® Database Software 的条件

1. COPYRIGHT
版权

1.1. The comprehensive copyright to Oracle software is the sole property of the Oracle Corporation, Redwood Shores, CA, USA.
Oracle 软件的综合著作权是专属于 Oracle 公司，Redwood Shores, CA, USA 的财产。

1.2. Third party database applications for system administration, monitoring and management may directly access the Oracle database.
系统管理、监控与管理的第三方数据库应用程序可以直接访问 Oracle 数据库。

1.3. The customer shall only use the Oracle software in connection with the SAP Software and only for the purposes of its own internal data processing which includes access of third party user such as contractor, supply chain vendor or supplier, customer, or third party individual authorized by the customer. It is allowed to customize the SAP software or to create additional functionality, new applications, or to support third party database applications which only interface with them (example: via RFC, BAPI) Third party database applications or new functionality or new applications which may directly access the Oracle database or indirectly access information contained therein are not allowed.
客户只能与 SAP 软件一起使用 Oracle 软件，Oracle 软件仅供其自身内部数据处理使用，此类内部数据处理包括了承包商、供应链供应商或提供商、客户或经客户授权的第三方个人等第三方用户的访问行为。客户仅可定制接口与其相连（例如通过 RFC 和 BAPI）的 SAP 软件，或创建附加功能和新应用程序，或者支持第三方数据库应用程序，不得定制或创建那些直接访问 Oracle 数据库或间接访问其中所含信息的第三方数据库应用程序或新功能或新应用程序。

1.4. The customer shall assign the Oracle software only to wholly owned or majority owned subsidiaries. Assignment to competitors of Oracle is prohibited.
客户仅可将 Oracle 软件分配给其全资子公司或占大部分股权的子公司。禁止分配给 Oracle 的竞争对手。

1.5. In view of its limited rights of use, the customer shall neither modify, decompile nor reverse engineer the Oracle software except and to the extent that it is expressly permitted by applicable law.
鉴于其使用权利受限，除适用法律明确许可外，客户不得对 Oracle 软件进行修改、反编译和反向工程。

1.6. The Oracle software may only be used in the country or countries for which the customer has acquired a license. The customer hereby undertakes to adhere to all regulations of the US Department of Commerce and the American export authorities.
Oracel 软件仅可用于客户已取得许可的国家或地区。客户谨此保证严格遵守美国商务部和美国出口管理局的所有规定。

1.7. The use of Oracle software for the planning, production, control or monitoring of nuclear power stations, air traffic, means of mass transportation or medical equipment is not permitted, unless such use is limited to commercial or purely administrative applications.

Oracle 软件不得用于计划、生产、控制或监控核电站、航空运输、大宗运输方式或医疗设备，除非此类使用限于商业应用或纯属管理类应用情况。

1.8. The customer is not entitled to receive the source code for the Oracle software.
客户无权获得 Oracle 软件的源代码。

2. OTHER CONDITIONS
其他条件

2.1. The publication of benchmark tests for the Oracle software is not permitted.
不允许发布 Oracle 软件的基准测试结果。

Conditions for the Use of the Microsoft SQL-Server Enterprise Edition
使用 Microsoft SQL-Server（企业版）的条件

Conditions for the Use of the Microsoft SQL-Server when licensed by SAP
由 SAP 授予许可时使用 Microsoft SQL-Server 的条件

IMPORTANT NOTE: These "Conditions for the Use of the Microsoft SQL-Server when licensed by SAP" apply to Microsoft SQL Server Enterprise Edition version 2014 (or subsequent versions) not only for new licenses but also for any prior licenses of Microsoft SQL-Server Enterprise Edition licensed under an agreement with any SAP entity or SAP authorized reseller.
重要注释："由 SAP 授予许可时使用 Microsoft SQL-Server 的条件"适用于 Microsoft SQL Server（企业版）2014 版（或后续版本），且不仅适用于新许可，也适用于与任何 SAP 实体或 SAP 授权经销商签订的协议下许可的 Microsoft SQL Server（企业版）的任何先前许可。

For the purpose of this Section "**Integrated Application**" shall be defined as SAP software integrating the Microsoft SQL Server Database.
本节中，"**集成应用程序**"应定义为集成至 Microsoft SQL Server 数据库的 SAP 软件。

The Microsoft SQL Server Database may contain the following software:
Microsoft SQL Server 数据库可能会包含以下软件：

"**Server Software**" provides services or functionality on your server (your computers capable of running the Server Software are "Servers");
"**服务器软件**"通过您的服务器提供服务或功能（能够运行服务器软件的计算机称为"服务器"）；

"**Client Software**" allows an electronic device ("**Device**") to access or utilize the Server Software.
"**客户端软件**"允许电子设备（"**设备**"）访问或使用服务器软件。

1. OVERVIEW
概述

1.1. Software. The software includes
软件。软件包括

- server software, and
服务器软件和
- additional software that may only be used with the server software directly, or indirectly through other additional software.
仅可直接或通过其他额外软件间接使用于服务器软件的额外软件。

1.2. License Model. The software is licensed by SAP based on the Unified Solution and the number of users of that Unified Solution.
许可模式。SAP 基于统一解决方案及其用户数量进行软件许可。

1.3. Licensing Terminology.
许可术语。

- Instance. You may create an "instance" of the software by executing the software's setup or install procedure. You also create an instance of the software by duplicating an existing instance. References to the "software" in this agreement include "instances" of the software.
实例。可以通过执行软件的设置或安装程序生成软件"实例"。也可以通过复制现有的实例来生成软件实例。本协议中提及的"软件"包括软件"实例"。
- Run an Instance. You "run an instance" of the software by loading it into memory and executing 1 or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
运行实例。要运行软件的实例，将其加载到存储器并执行其一项或多项指令。运行后，实例视为正在运行（无论其指令是否继续执行），直到从存储器中移除。
- Operating System Environment ("OSE"). An "operating system environment" or "OSE" is
操作系统环境（"OSE"）。操作系统环境或（或简称为"OSE"）是
  i. all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights; and
  授予单独的机器识别号（主要计算机名称或类似的唯一标示符）或单独管理权限的全部或部分操作系统实例，或者全部或部分虚拟（或仿真）操作系统实例；
  ii. Instances of applications, if any, configured to run on the operating system instance or part identified above.
  经过配置在操作系统实例或以上指定的部件上运行的应用程序实例（如有）。

  A physical hardware system can have either or both of the following:
  物理硬件系统可能具有以下一种或几种环境：
  - 1 physical operating system environment;
  一种物理操作系统环境；
  - 1 or more virtual operating system environments.
  一种或多种虚拟操作系统环境。

  A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment.

物理操作系统环境经过配置可直接在物理硬件系统上运行。用于运行硬件虚拟化软件或提供硬件虚拟化服务（如 Microsoft 虚拟化技术或类似技术）的操作系统实例被视为物理操作系统环境的一部分。

A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system.
虚拟操作系统环境经过配置可在虚拟（或仿真）硬件系统上运行。

- **Server**: A "server" is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate server.
服务器：是能够运行服务器软件的物理硬件系统。硬件分区或刀片视为单独的服务器。
- **Server Farm**: A "server farm" is any data center or group of data centers owned by you and under your day-to-day operational control.
服务器农场：“服务器农场”是指您所拥有或在您的日常运营控制之下的恩和数据中心或数据中心。
- Unified Solution. A "Unified Solution" means a software application licensed to you by SAP, which includes the software licensed under this agreement, adds significant and primary functionality to such software, and may include software acquired from a third party delivered and licensed by SAP.
统一解决方案“统一解决方案”是指由 SAP 向您授予许可的软件应用程序，其中包括依据本协议授予许可的软件、向该软件添加的重要及主要功能，并且还可能包含由 SAP 交付和许可的第三方软件。

2. USE RIGHTS.
使用权利。

Your rights to use the software are set forth in the license granted by SAP to you to use the Unified Solution at specific site(s), to run your internal business operations (including back up and passive disaster recovery), and to provide internal training and testing for such internal business operations, unless and until such license expires or is terminated.
您在以下方面对软件的使用权利已于 SAP 向您授予的许可中明确规定：在规定地点使用统一解决方案；开展内部业务运营（包括备份和被动灾难恢复）；以及就此类内部业务运营提供内部培训和测试，除非该许可有效期届满或终止。

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.
额外许可要求和/或使用权利。

3.1. Runtime-Restricted Use Software. The software is "Runtime-Restricted Use" software; as such, it may only be used to run the Unified Solution and only as part of the Unified Solution. The software may not be used either:
运行时受限使用的软件。软件为“运行时受限使用”软件；因此，其只能作为统一解决方案的一部分用于运行统一解决方案。软件不可用于以下用途：

i. to develop any new software applications;
开发任何新的软件应用程序；

ii. in conjunction with any software applications, databases or tables other than those contained in the Unified Solution; and/or
与不包含在统一解决方案中的任何软件应用程序、数据库或表格一起使用；和/或

iii. as a standalone software application.
作为单独软件应用程序进行使用。

The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables. For clarity, you may use tools provided as part of the Unified Solution to create new tables during the Unified Solution set up and/or customization so long as the resulting tables will only be used with and/or as part of the Unified Solution itself.
但是，上述条款并不妨碍您使用工具运行现有表格中的查询或报告。为澄清起见，您可以在统一解决方案设置和/或自定义过程中使用与统一解决方案一起提供的工具创建新的表格，前提是该类表格只能与解决方案一起或作为解决方案的一部分进行使用。

3.2. SQL Server Reporting Services Map Report Item. Power View and SQL Reporting Services Map Item both include use of Bing Maps. You may only use the content provided through Bing Maps, including geocodes, within Power View or SQL Reporting Services Map Item. Your use of Bing Maps is also governed by the Bing Maps End User Terms of Use available at go.microsoft.com/?linkid=9710837 and the Bing Maps Privacy Statement available at go.microsoft.com/fwlink/?LinkID=248686.
SQL Server Reporting Services 地图报表项目。Power View 和 SQL Reporting Services 地图报表项目均包含对 Bing Maps 的使用。您仅可在 Power View 或 SQL Reporting Services 地图报表项目中使用通过 Bing Maps 提供的内容，包括地理编码。您对 Bing Maps 的使用还需遵守位于 go.microsoft.com/?linkid=9710837 的 Bing Maps 最终用户使用条款和位于 go.microsoft.com/fwlink/?LinkID=248686 的 Bing Maps 隐私声明的规定。

3.3. Use of Software Within and Across Server Farms. You may use the software on servers located within and across your server farm if and for so long as the software is only used with and as a part of the Unified Solution.
服务器农场内和服务器农场之间的软件使用。您可在您的服务器农场内和服务器农场之间的服务器上使用软件，前提是该软件仅与统一解决方案一起或作为其一部分进行使用。

3.4. Outsourcing Company. You may enter into an agreement with a third party that provides operational services or support services to you, including but not limited to network management, application management, or data center management services (including operation, maintenance and control of server hardware in a data center ("outsourcing company") to install or cause to be installed the Unified Solution on servers owned, operated, maintained and controlled by the outsourcing company, provided that:
外包公司。您可与第三方（“外包公司”）签订协议，以获得在外包公司拥有、运营、维护和控制的服务器上安装统一解决方案的运营服务或支持服务，包括但不限于网络管理、应用程序管理或数据中心管理服务（包括对数据中心的服务器硬件的运营、维护和控制），前提是：

i. except for Microsoft Azure, all such server hardware on which the Unified Solution has been installed is and, for the period of time the Unified Solution is installed on such server hardware, remains physically dedicated to you for your own use; and
Microsoft Azure 除外，在该类服务器硬件上安装统一解决方案的时间段内，安装统一解决方案的所有该类服务器硬件仅供您本人使用；

ii. you have entered into to a written agreement that protects the Unified Solutions and the software on commercially reasonable terms.
您已签订了包含合理商业条款的书面协议保护统一解决方案和软件。

Regardless of the physical location of the server hardware containing the software, you remain fully responsible for all of your obligations under this agreement, including any unauthorized use or distribution of the software that results from any act or omission of the outsourcing company.

The outsourcing company must agree to the terms of this agreement in a signed writing. You may only grant the outsourcing company access to the software in order to perform operational and/or support services (including but not limited to software maintenance, patch updating, integration, etc.) for you, and the outsourcing company may not access or use the software for any other purpose.
无论包含软件的服务器硬件位于何处，您都应当全权负责履行在本协议下所负的所有义务，包括因外包公司的行为或过失而导致对软件的任何未授权使用或分发。外包公司必须以经签署的书面文件形式对本协议的条款表示认可。您可仅授予外包公司出于为您提供运营和/或支持服务（包括但不限于软件维护、安装补丁、升级和集成等）所需的软件访问权限，外包公司不得因其他目的访问或使用软件。

3.5. Virtualization. With respect to any server for which you have acquired the requisite licenses, you may run any number of instances of the server software in any number of physical and/or virtual OSEs whether on servers within your server farm or on servers owned and managed by an outsourcing company pursuant to Section 3.4 (above).
虚拟化。无论是在您的服务器农场内的服务器上还是在 3.4 节（如上）所述的外包公司拥有或者管理的服务器上，对您已获得许可的任何服务器，您可在任意数量的实体和/或虚拟 OSE 上运行任意数量的服务器软件实例。

3.6. Fail-over Server. You may create and maintain passive fail-over instances in a separate OSE for temporary support on a server other than your production server, whether on servers within your server farm or on servers owned and managed by an outsourcing company pursuant to Section 3.4 (above).
故障切换服务器。无论是在您的服务器农场内的服务器上还是在 3.4 节（如上）所述的外包公司拥有或者管理的服务器上，您均可以在单独的 OSE 上创建和维护被动故障切换实例，以获得针对服务器而非您的生产服务器的临时支持。

3.7. Microsoft Azure
"**Qualified license**" means a valid support agreement to include Embedded Maintenance with SAP
"合格许可"是指有效的支持协议，其中包括 SAP 的嵌入式维护
Subject to a valid support agreement "Qualified License" End User may consume the Microsoft Azure Data Services identified in the table below in the indicated ratios.
根据有效的支持协议，"合格许可"最终用户可以按指定比例使用下表中注明的 Microsoft Azure 数据服务。

Qualified License 合格许可	Microsoft Azure Data Service Microsoft Azure 数据服务	Ratio of Qualified Licenses to Azure v Cores Azure vCore 合格许可的比例
SQL Server Enterprise SQL Server 企业版	SQL Server Enterprise Virtual Machines SQL Server 企业版虚拟机	Right to use the software as set forth in the license granted by SAP to you to use the Unified Solution. SAP 授予您许可中规定的软件使用权，供您使用统一解决方案。

End Users will not be charged for the usage of a SQL Server Enterprise Virtual Machines but must still pay for the applicable fees of compute (i.e., the base rate), storage, and back-up, as well as I/O associated with their use of the services (as applicable).
最终用户无需支付使用 SQL Server 企业版虚拟机的费用，但仍须支付相应的计算费（即基本费率）、存储费和备份费以及与服务使用有关的输入/输出费（视情况而定）。

4. THIRD PARTY NOTICES
第三方通知
The software may include third party code, that Microsoft, not the third party, licenses to you under the terms set forth in this agreement. Notices, if any, for any third party code are included for your information only. Additionally, any third party scripts, linked to, called or referenced from this software, are licensed to you by the third parties that own such code, not by Microsoft, see ASP.NET Ajax CDN Terms of Use: www.asp.net/ajaxlibrary/CDN.ashxthat program.
软件可能包含 Microsoft（而非第三方）根据本协议的规定向您授予许可的第三方编码。所包含的第三方编码通知（如有）仅供您参考。此外，任何与本协议有关、根据本协议产生的第三方脚本均由拥有此类编码的第三方所许可，而非 Microsoft。详情请查看 ASP.NET Ajax CDN 使用条款：www.asp.net/ajaxlibrary/CDN.ashxthat program。

5. INTERNET-BASED SERVICES
基于互联网的服务
Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
Microsoft 为软件提供基于互联网的服务。该服务可在任何时候变更或取消。

6. BENCHMARK TESTING
基准测试
You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Microsoft .NET Framework (see below).
您必须取得 Microsoft 的事先书面批准，方能向第三方披露软件基准测试的结果。但这一条并不适用于 Microsoft .NET Framework（参见下文）。

7. .NET FRAMEWORK SOFTWARE
.NET FRAMEWORK 软件
The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software.
该软件包含 Microsoft .NET Framework 软件。此软件属于 Windows 的一部分。Windows 的许可条款同样适用于.NET Framework 软件的使用情况。

8. MICROSOFT .NET FRAMEWORK BENCHMARK TESTING
MICROSOFT .NET FRAMEWORK 基准测试
The software includes 1 or more components of the .NET Framework (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at go.microsoft.com/fwlink/?LinkID=66406. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at go.microsoft.com/fwlink/?LinkID=66406.

软件包含.NET Framework 的一个或多个组件（简称“.NET 组件”）。您可以对这些组件进行内部基准测试。您可以公布这些组件的任何基准测试结果，前提是您必须遵守 go.microsoft.com/fwlink/?LinkID=66406 中列出的条款。尽管您与 Microsoft 签订了任何其他协议，如果您公布这些基准测试结果，Microsoft 将有权公布包含适当.NET 组件的您的产品的基准测试结果，前提是其遵守 go.microsoft.com/fwlink/?LinkID=66406. 中列出的相同条款。

9. SCOPE OF LICENSE

许可范围

The software is licensed, not sold. Unless applicable law gives you more rights, SAP and Microsoft reserve all other rights not expressly granted under this agreement, whether by implication, estoppel or otherwise. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

此软件仅采用许可方式，并不出售。除非适用法律授予您更多权力，否则 SAP 和 Microsoft 保留本协议项下未明确（无论是暗示、默许还是以他方式）授予的所有其他权利。为此，您必须遵循软件中的任何技术限制，按照特定方式使用软件。您不得：

- work around any technical limitations in the software;
  绕过软件中的任何技术限制；
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
  对软件进行反向工程、反编译或分解。尽管有本项限制，但有关法律明确规定允许的除外，且只能在法律允许范围内进行；
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
  制作的软件副本数超过本协议中规定的数量，或超过适用法律允许的数量，无论本限制条款如何规定均是如此；
- publish the software, including any application programming interfaces included in the software, for others to copy;
  发布软件（包括该软件附带的任何应用程序编程接口），供他人复制；
- share or otherwise distribute documents, text or images created using the software Data Mapping Services features;
  共享或以其他方式分发使用软件数据映射服务功能创建的文档、文本或图像；
- rent, lease or lend the software; or
  出租、租赁或出借软件；或
- use the software for commercial software hosting services.
  使用软件提供商业软件托管服务。

You also may not remove, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of Microsoft or its suppliers that are included in the software, including any content made available to you through the software.

此外，您不得删除、最小化、阻止或修改该软件中随附提供的 Microsoft 或其提供商的任何标识、商标、版权、数字水印或其他声明，包括您通过该软件获得的任何内容。

Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

在任何设备上访问软件的权利未授予您任何行使在软件或使用该设备的设备中的 Microsoft 专利或其他 Microsoft 的知识产权的权利。

10. BACKUP COPY

备份副本

You may make 1 backup copy of the software media. You may use it only to create instances of the software.

您可以备份软件媒体的一个副本。您只可将其用于创建软件实例。

11. DOCUMENTATION

文档

Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

有权访问您的计算机或内网的任何人可以复制和使用文档用于内部参考目的。

12. NOT FOR RESALE SOFTWARE

不可转售软件

You may not sell software marked as “NFR” or “Not for Resale.”

您不可以出售标记为“NFR”或“不得转售”的软件。

13. ACADEMIC EDITION SOFTWARE

学术版软件

You must be a “Qualified Educational User” to use software marked as “Academic Edition” or “AE.” If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.

要使用标记为“学术版”或“AE”的软件，您必须是“合格教育用户”。如果不知道自己是否为合格教育用户，请访问 www.microsoft.com/education 或联系您所在国家/地区的 Microsoft 附属公司。

14. TRANSFER TO A THIRD PARTY

向第三方转让

The first user of the software may transfer it and this agreement directly to another end user as part of a transfer of the integrated software turnkey application or suite of applications (the “Unified Solution”) delivered to you by or on behalf of the SAP solely as part of the Unified Solution. Before the transfer, that end user must agree that this agreement applies to the transfer and use of the software. The first user may not retain any instances of the software unless that user also retains another license for the software.

作为 SAP 或其代表交付给您的统一解决方案的一部分，软件的第一用户可将软件和本协议作为集成软件总控应用程序或应用程序套件（简称“统一解决方案”）的一部分直接转让给另一最终用户。转让前，该最终用户必须同意本协议适用于软件的转让和使用。第一用户不得保留任何软件实例，除非该用户也持有软件的其他许可。

15. EXPORT RESTRICTIONS

出口限制

The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

软件受到美国出口法律和法规的限制。您必须遵守适用于软件的所有国内外出口法律和法规。这些法律包括对目的地、最终用户和最终用途的限制。有关其他信息，请参见 www.microsoft.com/exporting。

16. ENTIRE AGREEMENT

完整协议

This agreement and the terms for supplements, updates, Internet-based services that you use, are the entire agreement for the software.

本协议及补充、更新和您使用的基于互联网的服务的条款构成完整的软件协议。

17. LEGAL EFFECT

法律效力

This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the SAP from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

本协议规定了某些法律权利。您可拥有您所在国家或地区法律下规定的其他权利。您也可拥有与软件许可方 SAP 有关的权利。如果您所在国家或地区的法律不允许，本协议不会改变该法律下规定的您的权利。

18. NOT FAULT TOLERANT

不容错

THE SOFTWARE IS NOT FAULT TOLERANT. SAP HAS INDEPENDENTLY DETERMINED HOW TO USE THE SOFTWARE IN THE INTEGRATED SOFTWARE APPLICATION OR SUITE OF APPLICATIONS THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON SAP TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.

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19. NO WARRANTIES BY MICROSOFT

MICROSOFT 概不担保

YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE SOFTWARE, OR (B) THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY THE SAP AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.

您同意，如您收到任何关于以下内容之一的承诺，(A) 软件，或 (B) 与软件一同获得的软件应用程序或应用程序套件，则这些承诺仅由 SAP 作出，而非源于 Microsoft 或对 Microsoft 产生约束力。

20. NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES

MICROSOFT 对若干损害不承担责任

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE OR THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY AMOUNT IN EXCESS OF TWO HUNDRED FIFTY U.S. DOLLARS (US$250.00).

在有关法律允许的最大限度内，对于因使用或执行软件或与软件一同获得的软件应用程序或软件套件导致的或与之相关的任何间接的、特别的、附随的或偶然的损害，MICROSOFT 不承担任何责任，包括但不限于政府强加的罚款。即使任何补救措施无法达成其根本目的，但本限制也依然适用。在任何情况下，Microsoft 的赔偿金额均不超过二百伍拾美元（250.00 美元）。

21. FOR AUSTRALIA ONLY

仅限澳大利亚

In this paragraph, “goods” refers to the software for which Microsoft provides the express warranty. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Goods presented for repair may be replaced by refurbished goods of the same type rather than being replaced. Refurbished parts may be used to repair the goods.

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之前 Microsoft 或 Microsoft 分销商许可的使用 Microsoft SQL Server 的条件

The SAP software containing a copy of the Microsoft SQL-Server, which has been integrated or installed as a component of this SAP software. All Microsoft products are subject to the terms of the Microsoft License Agreement with end users which is included in the software package or the license agreements shipped with the Microsoft SQL-Server. An exception hereto is that the functionality of a Microsoft product as an integrated part of an SAP solution can differ from the functionality of a non-integrated Microsoft product. All inquiries relating to the functionality or performance of the SAP solution with Microsoft products should therefore be addressed to SAP and not to Microsoft. The SAP product does not contain a license for the integrated Microsoft product. You are therefore not entitled to use the copy of the Microsoft SQL-Server contained in this product and you will not receive a license for such use unless you have acquired or otherwise have at your disposal the same number of

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SAP 软件包含了一个 Microsoft SQL Server 副本，该副本已作为 SAP 软件的组件之一进行安装或集成。所有 Microsoft 产品受到 Microsoft 与最终用户之间的许可协议中的规定的约束，此类许可协议包含在了与 Microsoft SQL Server 一并交付的软件包或许可协议之中。但作为 SAP 解决方案完整组成部分的 Microsoft 产品功能与非集成的 Microsoft 产品功能不同，这属于例外。所有与 SAP 解决方案和 Microsoft 产品的功能或性能相关的咨询均应由 SAP 处理，而不是由 Microsoft 处理。SAP 产品不包括对集成的 Microsoft 产品的许可。因此，您无权使用本产品中所包含的 Microsoft SQL Server 的副本，并且您不会收到此类使用许可，除非您已经获得了或通过您的其他安排拥有了与就 SAP 软件获得的用户许可相同数量的客户/服务器许可。与 SAP 签署本合同，即视为您谨此保证您之前已获得 SQL Server 最终用户的 Microsoft 许可，并已签署对应的许可协议。
When SAP delivers an updated version of the SAP software containing an updated version of the integrated Microsoft product, the end user is not entitled to use the updated version of the Microsoft product unless he/she has acquired the requisite number of client/server licenses from an authorized Microsoft distributor.
当 SAP 交付含有集成 Microsoft 产品的更新版本的 SAP 软件的更新版本时，最终用户无权使用该 Microsoft 产品的更新版本，除非其已经从 Microsoft 经销商处获得了所要求的客户/服务器许可数量。

Conditions for Use of Third Party Databases with SAP Business One Software
将第三方数据库用于 SAP Business One 软件的使用条款
Deployment of SQL Server 2012 and newer:
部署 SQL Server 2012 及更高版本：

a) Outsourcing Company.
外包公司。

You may enter into an agreement with a third party that provides operational services or support services to you, including but not limited to network management, application management, or data center management services (including operation, maintenance and control of server hardware in a data center ("outsourcing company") to install or cause to be installed the Unified Solution on servers owned, operated, maintained and controlled by the outsourcing company provided that:
您可与第三方（"外包公司"）签订协议，以获得在外包公司拥有、运营、维护和控制的服务器上安装统一解决方案的运营服务或支持服务，包括但不限于网络管理、应用程序管理或数据中心管理服务（包括对数据中心的服务器硬件的运营、维护和控制），前提是：

i. except for Microsoft Azure, all such server hardware on which the Unified Solution has been installed is and, for the period of time the Unified Solution is installed on such server hardware, remains physically dedicated to you for your own use and
Microsoft Azure 除外，在该类服务器硬件上安装统一解决方案的时间段内，安装统一解决方案的所有该类服务器硬件仅供您本人使用；且

ii. you have entered into to a written agreement that protects the Unified Solutions and the software on commercially reasonable terms.
您已签订了包含合理商业条款的书面协议保护统一解决方案和软件。

Regardless of the physical location of the server hardware containing the software, you remain fully responsible for all of your obligations under this agreement, including any unauthorized use or distribution of the software that results from any act or omission of the outsourcing company. The outsourcing company must agree to the terms of this agreement in a signed writing. You may only grant the outsourcing company access to the software in order to perform operational and/or support services (including but not limited to software maintenance, patch updating, integration, etc.) for you, and the outsourcing company may not access or use the software for any other purpose.
无论包含软件的服务器硬件位于何处，您都应当全权负责履行在本协议下所负的所有义务，包括因外包公司的行为或过失而导致对软件的任何未授权使用或分发。外包公司必须以经签署的书面文件形式对本协议的条款表示认可。您可仅授予外包公司出于为您提供运营和/或支持服务（包括但不限于软件维护、安装补丁、升级和集成等）所需的软件访问权限，外包公司不得因其他目的访问或使用软件。

b) Microsoft Azure

"**Qualified license**" means a valid support agreement to include Embedded Maintenance with SAP.
"**合格许可**"是指有效的支持协议，其中包括 SAP 的嵌入式维护。

Subject to a valid support agreement "Qualified License" End User may consume the Microsoft Azure Data Services identified in the table below in the indicated ratios.
根据有效的支持协议，"合格许可"最终用户可以按指定比例使用下表中注明的 Microsoft Azure 数据服务。

If an End user wishes to use Azure Hybrid Benefit for SQL Server to consume two or more Microsoft Azure Data Services, one or more Licenses must be allocated for each service.
如果最终用户要通过 SQL Server 的 Azure 混合使用权益来使用两个或两个以上的 Microsoft Azure 数据服务，必须为每个服务分配一个或多个许可。

Qualified License 合格许可	Microsoft Azure Data Service Microsoft Azure 数据服务	Ratio of Qualified Licenses to Azure vCores Azure vCore 合格许可的比例
SQL Server Standard SQL Server 标准版	SQL Server Standard Virtual Machines SQL Server 标准版虚拟机	Right to use the software as set forth in the license granted by SAP to you to use the Unified Solution. SAP 授予您许可中规定的软件使用权，供您使用统一解决方案。

End Users will not be charged for the usage of a Microsoft Azure Data Service, but they must still pay for the applicable of compute (i.e., the base rate), storage, and back-up, as well as I/O associated with their use of the services (as applicable). End Users may supplement workloads running under Azure Hybrid Benefit for SQL Server with fully metered Azure services.
最终用户无需支付使用 Microsoft Azure 数据服务的费用，但仍须支付相应的计算费（即基本费率）、存储费和备份费以及与服务使用有关的输入/输出费（视情况而定）。最终用户可以使用完全按表计价的 Azure 服务来补充在 SQL Server 的 Azure 混合使用权益下运行的工作负载。

End User may not concurrently allocate a License to Azure Hybrid Benefit for SQL Server and assign the same License to a Server dedicated to its use, except on a one-time basis, for a period not to exceed 180 days, to allow End User to migrate those workloads to Azure.

除一次性分配外，若未超过一百八十（180）天的期限，最终用户不得在将许可分配给 SQL Server 的 Azure 混合使用权益的同时，再将同一许可分配给供其专用的服务器，从而确保最终用户将这些工作负载迁移到 Azure。

End User may reassign Licenses allocated for use with Azure Hybrid Benefit for SQL Server to a Server dedicated to End User provided Licenses must remain allocated for use under this benefit for a minimum of 90 days after a workload is migrated.

最终用户可以将为与 SQL Server 的 Azure 混合使用权益一起使用而分配的许可重新分配给专供最终用户使用的服务器，前提是在迁移工作负载后至少九十（90）天内，许可必须仍分配在该使用权益下供其使用。

Fail-over Rights

故障切换权利

When allocating SQL Server Licenses for use with SQL Server Virtual Machines under the Azure Hybrid Benefit for SQL Server, End User may also run passive fail-over Instances on Microsoft Azure in anticipation of a fail-over event. The number of licenses that otherwise would be required to run the passive fail-over Instances must not exceed the number of Licenses required to run the corresponding SQL Server Virtual Machine under the Azure Hybrid Benefit.

分配 SQL Server 许可供与 SQL Server 的 Azure 混合使用权益下的 SQL Server 虚拟机一起使用时，最终用户也可能会因预计发生故障切换事件而在 Microsoft Azure 上运行被动故障切换实例。运行被动故障切换实例所需的许可数量不得超过运行 Azure 混合使用权益下相应的 SQL Server 虚拟机所需的许可数量。

Conditions for the Use of Microsoft® SQL Server™ 2017, Standard Edition (Core-based Runtime and Server CAL Runtime) Software

使用 Microsoft® SQL Server™ 2017（标准版）（基于内核的运行时和服务器 CAL 运行时）软件的条件

IMPORTANT NOTE: These "Conditions for the Use of the Microsoft SQL Server 2017, Standard Edition" apply to Microsoft SQL Server Standard Edition version 2017 (or subsequent versions) not only for new licenses but also for any prior licenses of Microsoft SQL-Server Standard Edition licensed under an agreement with any SAP entity or SAP authorized reseller.

重要注释："使用 Microsoft SQL Server 2017（标准版）的条件"适用于 Microsoft SQL Server（标准版）2017 版（或后续版本），且不仅适用于新许可，也适用于与任何 SAP 实体或 SAP 授权经销商签订的协议下许可的 Microsoft SQL Server（标准版）的任何先前许可。

These license terms are an agreement between the licensor of the software application or suite of applications with which you acquired the Microsoft software ("Licensor") and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

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- updates,
  的更新、
- supplements, and
  补充和
- Internet-based services
  基于互联网的服务，

for this software, unless other terms accompany those items. If so, those terms apply. Microsoft Corporation or one of its affiliates (collectively, "**Microsoft**") has licensed the software to the Licensor.

除非这些项目包含其他条款。如包含，也适用其他条款。Microsoft Corporation 或其附属公司（合称"**Microsoft**"）已将软件许可给许可方。

IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW FOR EACH SERVER YOU PROPERLY LICENSE.

如您遵守这些许可条款，则您将就获得相应许可的每个服务器拥有以下权利。

1. OVERVIEW.

概述。

1.1. **Software**: The software includes

软件：软件包括

- server software, and
  服务器软件和
- additional software that may only be used with the server software directly, or indirectly through other additional software.
  仅可直接或通过其他额外软件间接使用于服务器软件的额外软件。

1.2. **License Model**: The software is licensed based on either the:

许可模式：该软件根据以下两种方式之一获得许可：

- **Core License Model** – the number of physical and/or virtual cores in the server; or
  内核许可模式 – 服务器中物理内核数和/或虚拟内核数；或
- **Server + Client** – the number of operating system environments (OSEs) in which the server software is run, and the number of devices and users that access instances of server software.
  服务器 + 客户端 — 运行服务器软件的操作系统环境（OSE）的数量，以及访问服务器软件实例的设备和用户数量。

1.3. **Licensing Terminology**

许可术语

- Instance. You create an "instance" of the software by executing the software's setup or install procedure. You also create an instance of the software by duplicating an existing instance. References to the "software" in this agreement include "instances" of the software.
  实例。可以通过执行软件的设置或安装程序生成软件"实例"。也可以通过复制现有的实例来生成软件实例。本协议中提及的"软件"包括软件"实例"。
- Run an Instance. You "run an instance" of the software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
  运行实例。要运行软件的实例，将其加载到存储器并执行其一项或多项指令。运行后，实例视为正在运行（无论其指令是否继续执行），直到从存储器中移除。

- Operating System Environment ("**OSE**"). An "operating system environment" or "OSE" is
  操作系统环境（"**OSE**"）。操作系统环境或（或简称为"OSE"）是
  i. all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights; and
  授予单独的机器识别号（主要计算机名称或类似的唯一标示符）或单独管理权限的全部或部分操作系统实例，或者全部或部分虚拟（或仿真）操作系统实例；
  ii. instances of applications, if any, configured to run on the operating system instance or parts identified above.
  经过配置在操作系统实例或以上指定的部件上运行的应用程序实例（如有）。

  A physical hardware system can have either or both of the following:
  物理硬件系统可能具有以下一种或几种环境：
- one physical operating system environment;
  一种物理操作系统环境；
- one or more virtual operating system environments.
  一种或多种虚拟操作系统环境。

  A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment.
  物理操作系统环境经过配置可直接在物理硬件系统上运行。用于运行硬件虚拟化软件或提供硬件虚拟化服务（如 Microsoft 虚拟化技术或类似技术）的操作系统实例被视为物理操作系统环境的一部分。

  A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system.
  虚拟操作系统环境经过配置可在虚拟（或仿真）硬件系统上运行。
- **Server**: A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
  服务器：服务器是能够运行服务器软件的物理硬件系统。硬件分区或刀片视为单独的物理硬件系统。
- **Physical Core**: A physical core is a core in a physical processor. A physical processor consists of one or more physical cores.
  物理内核：物理内核是物理处理器中的核心。物理处理器由一个或多个物理内核组成。
- **Hardware Thread**: A hardware thread is either a physical core or a hyper-thread in a physical processor.
  硬件线程：硬件线程是指物理处理器中的物理内核或超线程。
- **Virtual Core**: A virtual core is the unit of processing power in a virtual (or otherwise emulated) hardware system. A virtual core is the virtual representation of one or more hardware threads. Virtual OSEs use one or more virtual cores.
  虚拟内核：虚拟内核是指虚拟（或以其他方式仿真的）硬件系统中的处理能力单位。虚拟内核是一个或多个硬件线程的虚拟表示。虚拟操作系统环境使用一个或多个虚拟内核。
- **Assigning a License**: To assign a license is to designate that license to a server, device or user as indicated below.
  分配许可：分配许可是指按如下所述将该许可指定给服务器、设备或用户。

2. USE RIGHTS FOR CORE LICENSE MODEL.
内核许可模式的使用权利。

2.1. **Licensing a Server**: Before you run instances of the server software on a server, you must determine the number of software licenses required and assign those licenses to that server as described below.
许可服务器：在服务器上运行服务器软件的实例之前，您必须按以下方式确定软件许可的所需数量，并将这些许可指定给服务器。

2.2. **Determining the Number of Licenses Required**: You have two license options:
确定所需的许可数量：您有两个许可选项：

a) Physical Cores on a Server. You may license based on all of the physical cores on the server. If you choose this option, the number of licenses required equals the number of physical cores on the server subject to a minimum of four licenses per processor.
服务器上的物理核心数。您可以根据服务器上的所有物理内核数购买许可。如果您选择此选项，则所需许可数等于服务器中的物理内核数，其中每个处理器最少四个许可。

b) Individual Virtual OSE. You may license based on the virtual OSEs within the server in which you run the server software. If you choose this option, for each virtual OSE in which you run the server software, you need a number licenses equal to the number of virtual cores in the virtual OSE, subject to a minimum requirement of four licenses per virtual OSE. In addition, if any of these virtual cores is at any time mapped to more than one hardware thread, you need a license for each additional hardware thread mapped to that virtual core. Those licenses count toward the minimum requirement of four licenses per virtual OSE.
单个虚拟 OSE。您可以根据运行服务器软件的服务器内的虚拟 OSE 数购买许可。如果选择此选项，则根据每个虚拟 OSE 中需配备四个许可的最低要求，对于您运行服务器软件的每个虚拟 OSE，所需的许可数均等于虚拟 OSE 中的虚拟内核数。此外，无论何时，只要其中任一虚拟内核映射至一个以上硬件线程，您均需为额外映射至该虚拟内核的硬件线程购买一个许可。这些许可数均需满足每个 OSE 配备四个许可的最低要求。

2.3. Assigning the Required Number of Licenses to the Server.
将所需数量的许可分配给服务器。

a) Initial Assignment. After you determine the number of software licenses required for a server, you must assign that number of licenses to that server. The server to which a license is assigned is considered the "licensed server" for such license. You may not assign a license to more than one server. A hardware partition or blade is considered a separate server.
初始分配。在确定服务器需要的软件许可数量后，您必须将该数量的许可指定给该服务器。已分配许可的服务器视为该许可的"许可服务器"。您不可以将一个许可指定给一个以上的服务器。硬件分区或刀片视为单独的服务器。

b) Reassignment. You may reassign a license, but not within 90 days of its last assignment. You may reassign a license sooner if you retire the licensed server to which the license is assigned due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

重新分配。您可以重新指定许可，但必须在上次指定后的 90 天内。若由于永久性硬件故障致使您停止使用许可的服务器，您可以立刻重新指定软件许可。如果您重新指定许可，接受您重新指定的许可的服务器成为该许可的新许可服务器。

2.4. Running Instances of the Server Software. Your right to run instances of the server software depends on the option chosen to determine the number of software licenses required:
服务器软件的运行实例。您运行服务器软件实例的权利取决于决定所需软件许可数时所选的选项：

a) Physical Cores on a Server. For each server to which you have assigned the required number of licenses as provided in Section 2.2(a), you may run on the licensed server any number of instances of the server software in the physical OSE.
服务器上的物理核心数。对于您按照第 2.2(b)条所述指定了所需许可数的每个服务器，您可在物理 OSE 中在许可服务器上运行该服务器软件任意数量的实例。

b) Individual Virtual OSEs. For each virtual OSE for which you have assigned the required number of licenses as provided in section 2.2(b), you have the right to run any number of instances of the software in that virtual OSE.
单个虚拟 OSE。对于按照第 2.2(b)节所述为其指定了所需许可数的每个虚拟 OSE，您均有权在该虚拟 OSE 中运行该软件的任意数量的实例。

2.5. Running Instances of the Additional Software. You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any number of devices so long as the additional software is used only in conjunction with the integrated software turnkey application or suite of applications (the "Unified Solution") delivered by or on behalf of the Licensor. You may use the additional software only with the server software directly, or indirectly through other additional software.
额外软件的运行实例。您可以在任何数量的设备上在物理或虚拟 OSE 中运行或以其他方式使用以下列出的任何数量的额外软件实例，只要额外软件仅与许可方或其代表交付的集成软件总控应用程序或应用程序套件（简称"统一解决方案"）一起使用。您只可直接或间接通过其他额外软件将额外软件使用于服务器软件。

- Documentation Components
- Data Quality Client
- Client Connectivity SDK
- Client Quality Connectivity
- Client Tools SDK
- Client Tools Backwards Compatibility
- Client Tools Connectivity
- Distributed Replay Client
- Distributed Replay Controller

2.6. Creating and Storing Instances on Your Servers or Storage Media. You have the additional rights listed below for each software license you acquire.
在服务器或存储媒体上创建和存储实例。针对您获得的每项软件许可，您具有下列额外权利。

a) You may create any number of instances of the server software and additional software.
您可以创建任何数量的服务器软件和额外软件实例。

b) You may store instances of the server software and additional software on any of your servers or storage media.
您可以在您的任何服务器或存储媒体上存储服务器软件和额外软件的实例。

c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).
您可以创建并存储服务器软件和额外软件的实例，仅为执行所述任何软件许可下服务器软件的实例的权利（如您不可将实例分配给第三方）。

2.7. No Client Access Licenses (CALs) Required for Access. Under this core license model, you do not need CALs for users or devices to access your instances of the server software.
进行访问无需获得客户端访问许可（CAL）。在这种内核许可模式下，您无需用户或设备的 CAL，即可访问服务器软件的实例。

3. USE RIGHTS FOR SERVER + CLIENT ACCESS LICENSE MODEL
服务器 + 客户端访问许可模式的使用权利

3.1. Runtime-Restricted Use Software. The software is "Runtime-Restricted Use" software; as such, it may only be used to run the integrated software turnkey application or suite of applications delivered to you by or on behalf of the Licensor (the "Unified Solution") solely as part of the Unified Solution. The software may not be used either:
运行时受限使用的软件。软件为"运行时受限使用"软件；因此，该软件只能作为许可方或其代表交付给您的统一解决方案的一部分，用于运行集成软件总控应用程序或应用程序套件（简称"统一解决方案"）。软件不可用于以下用途：

i. to develop any new software applications;
开发任何新的软件应用程序；

ii. in conjunction with any software applications, databases or tables other than those contained in the Unified Solution; and/or
与不包含在统一解决方案中的任何软件应用程序、数据库或表格一起使用；和/或

iii. as a standalone software application.
作为单独软件应用程序进行使用。

The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables.
但是，上述条款并不妨碍您使用工具运行现有表格中的查询或报告。

3.2. Assigning the License to the Server.
将许可指定给服务器。

a) Initial Assignment. Before you run any instance of the server software under a software license, you must assign that license to one of your servers. That server is considered the "licensed server" for such license. You may not assign the same license to more than one server, but you may assign other software licenses to the same server. A hardware partition or blade is considered to be a separate server.

初始分配。在根据软件许可运行服务器软件的任何实例之前，您必须将该许可指定给其中一个服务器。该服务器视为这类许可的“许可服务器”。您不可将同一许可指定给一个以上的服务器，但可以将其他软件许可指定给同一服务器。硬件分区或刀片视为单独的服务器。

b) Reassignment. You may reassign a software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.
重新分配。您可以重新指定软件许可，但必须在上次指定后的 90 天内。若由于永久性硬件故障致使您停止使用许可的服务器，您可以立刻重新指定软件许可。如果您重新指定许可，接受您重新指定的许可的服务器成为该许可的新许可服务器。

3.3. **Running Instances of the Server Software**: For each software license you assign to the server, you may run any number of instances of the server software in one physical or virtual OSE on the licensed server at a time.
服务器软件的运行实例：对于指定给该服务器的每个软件许可，您可以同时在一个物理或虚拟 OSE 中在许可服务器上运行任何数量的服务器软件实例。

3.4. **Running Instances of the Additional Software**: You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any number of devices so long as the additional software is used only in conjunction with the integrated software turnkey application or suite of applications (the “Unified Solution”) delivered by or on behalf of the Licensor. You may use the additional software only with the server software directly, or indirectly through other additional software.
额外软件的运行实例：您可以在任何数量的设备上在物理或虚拟 OSE 中运行或以其他方式使用以下列出的任何数量的额外软件实例，只要额外软件仅与许可方或其代表交付的集成软件总控应用程序或应用程序套件（简称“统一解决方案”）一起使用。您只可直接或间接通过其他额外软件将额外软件使用于服务器软件。

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3.5. Creating and Storing Instances on Your Servers or Storage Media. You have the additional rights listed below for each software license you acquire.
在服务器或存储媒体上创建和存储实例。针对您获得的每项软件许可，您具有下列额外权利。

a) You may create any number of instances of the server software and additional software.
您可以创建任何数量的服务器软件和额外软件实例。

b) You may store instances of the server software and additional software on any of your servers or storage media.
您可以在您的任何服务器或存储媒体上存储服务器软件和额外软件的实例。

c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).
您可以创建并存储服务器软件和额外软件的实例，仅为执行所述任何软件许可下服务器软件的实例的权利（如您不可将实例分配给第三方）。

3.6. **Client Access Licenses** (**CALs**).
客户端访问许可（**CAL**）。

a) Initial Assignment of CALs. You must acquire and assign a SQL Server 2017 CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device.
CAL 的初始分配。您必须获得并向直接或间接访问您的服务器软件实例的每个设备或用户指定一个 SQL Server 2017 CAL。硬件分区或刀片视为单独的设备。

- You do not need CALs for any of your servers licensed to run instances of the server software.
要运行服务器软件的实例，您无需为任何许可服务器获得 CAL。
- You do not need CALs for up to two devices or users to access your instances of the server software only to administer those instances.
如果访问服务器软件实例只为管理这些实例，则您无需为最多两个设备或用户获得 CAL。
- Your CALs permit access to your instances of earlier versions, but not later versions, of the server software. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.
CAL 允许访问先前版本的服务器软件实例，但不允许访问最新版本的服务器软件实例。如果您正在访问先前版本的实例，您可能也要使用该版本相应的 CAL。

b) Types of CALs. There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.
CAL 的类型。有两种类型的 CAL：一种用于设备，一种用于用户。每项设备 CAL 允许任何用户使用一台设备访问您的许可服务器上的服务器软件实例。每项用户 CAL 允许一位用户使用任何设备访问您的许可服务器上的服务器软件实例。您可以使用设备和用户 CAL 的组合。

c) Reassignment of CALs. You may:
CAL 的重新分配。您可以：

- permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
永久性地将一个设备的设备 CAL 重新指定给另一设备，或将一个用户的用户 CAL 重新指定给另一用户；或
- temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.
在不使用第一个设备时临时将设备 CAL 重新指定给替代设备，或在用户不在时将用户 CAL 临时重新指定给临时工作人员。

4. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.
额外许可要求和/或使用权利。

4.1. **SQL Server Platform Selection**: SQL Server Licenses are platform agnostic, and permit deployment and use on Windows or Linux platforms.
SQL Server 平台选择：SQL Server 许可与平台无关，支持在 Windows 或 Linux 平台上进行部署和使用。

4.2. **Alternative Versions and Editions**: In place of any permitted instance, you may create, store and use an instance of any earlier version, lower edition or an earlier version of a lower edition.
备选版本：您可以创建、存储和使用任何早期版本、较低版本或较低版本的早期版本的实例来替代任何允许的实例。

- This agreement applies to your use of these other versions or editions in this manner. If the earlier version or edition includes components not covered in this agreement, the terms that are associated with those components in the earlier version or edition apply to your use of them. Microsoft is not obligated to supply any prior or different versions or editions of the software to you.
您以这种方式使用前述其他版本时适用本协议。如果早期版本包含本协议未涵盖的组件，使用这些版本适用与早期版本中的这些组件相关的条款。Microsoft 没有义务向您提供该软件的任何先前或其他版本。
- The software may include more than one version, such as 32-bit and 64-bit. For each instance of the software that you are permitted to create, store and run, you may use either version.
该软件可能会包括多个版本，如 32 位和 64 位版本。对于每个获准创建、存储和运行的软件实例，您可以使用其中任一版本。

4.3. **Maximum Instances**: The software or your hardware may limit the number of instances of the server software that can run in physical or virtual OSEs on the server.
最多实例：软件或硬件可以限制可在物理或虚拟操作系统环境中在服务器上运行的服务器软件实例的数量。

4.4. **Multiplexing**: Hardware or software you use to
多路复用：用于以下目的的硬件或软件：

- pool connections,
连接池；
- reroute information, or
重新选定信息路由；以及

- reduce the number of devices or users that directly access or use the software (sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses of any type that you need.
减少直接访问或使用软件的设备或用户数量（有时称为“多路复用”或“共用”），不会减少您所需的任何类型的许可数量。

4.5. **No Separation of Server Software**: You may not separate the server software for use in more than one OSE under a single license, unless expressly permitted. This applies even if the OSEs are on the same physical hardware system.
不分割服务器软件：除非明确许可，您不可以分割服务器软件，以在一项单独许可下用于一个以上操作系统环境。即使 OSE 在同一物理硬件系统中，该条款同样适用。

4.6. **SQL Server Reporting Services Map Report Item**: Reporting Services Map Item includes use of Bing Maps. You may only use the content provided through Bing Maps, including geocodes, within Reporting Services Map Item. Your use of Bing Maps is also governed by the Bing Maps End User Terms of Use available at http://go.microsoft.com/?linkid=9710837 and the Bing Maps Privacy Statement available at http://go.microsoft.com/fwlink/?LinkID=248686.
SQL Server Reporting Services 地图报表项目：Reporting Services 地图报表项目包含对 Bing Maps 的使用。您仅可在 Reporting Services 地图报表项目中使用通过 Bing Maps 提供的内容，包括地理编码。您对 Bing Maps 的使用还需遵守位于 http://go.microsoft.com/?linkid=9710837 的 Bing Maps 最终用户使用条款和位于 http://go.microsoft.com/fwlink/?LinkID=248686 的 Bing Maps 隐私声明的规定。

4.7. **Included Microsoft Programs**: The software includes other Microsoft programs listed at http://go.microsoft.com/fwlink/?LinkID=298186. Microsoft is making these programs available to you as a convenience only and these programs are licensed and supported under their own separate terms and policies. You may only use these programs in conjunction with the software licensed here. If you do not agree to the license terms for these programs, you may not use them.
包含的 Microsoft 程序：该软件包含 http://go.microsoft.com/fwlink/?LinkID=298186 中所列的其他 Microsoft 程序。Microsoft 为您提供这些程序仅为方便之用，且这些程序依据其单独条款和条件授予许可并提供支持。您仅可将这些程序与此处许可的软件结合使用。若您不同意这些程序的许可条款，则可以不使用这些程序。

5. THIRD PARTY NOTICES
第三方通知
The software may include third party components with separate legal notices or governed by other agreements, as may be described in the ThirdPartyNotices file accompanying the software. Even if such components are governed by other agreements, the disclaimers and the limitations on and exclusions of damages below also apply.
该软件可能包含带有单独法律声明或受其他协议约束的第三方组件，具体请参见该软件随附的“第三方声明”文件。即使此类组件受其他协议约束，以下免责声明及损害赔偿限制和免除也适用。

6. PRODUCT KEYS
产品密钥
The software requires a key to install or access it. You are responsible for use of the keys assigned to you. You may not share the keys with third parties. You may not use keys assigned to third parties.
安装或访问软件需要密钥。您对使用分配给您的密钥负责。不得与第三方共享密钥。不得使用分配给第三方的密钥。

7. INTERNET-BASED SERVICES
基于互联网的服务
Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
Microsoft 为软件提供基于互联网的服务。该服务可在任何时候变更或取消。

8. BENCHMARK TESTING
基准测试
You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software.
您必须取得 Microsoft 的事先书面批准，方能向第三方披露软件基准测试的结果。

9. .NET FRAMEWORK SOFTWARE
.NET FRAMEWORK 软件
The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software.
该软件包含 Microsoft .NET Framework 软件。此软件属于 Windows 的一部分。Windows 的许可条款同样适用于.NET Framework 软件的使用情况。

10. CANADA
加拿大
You may stop receiving updates by turning off the automatic update feature or by turning off Internet access. Refer to the product documentation to learn how to turn off updates for your specific device or software.
您可以关闭自动更新功能或 Internet 访问，停止接收更新。请参阅产品文档，了解如何关闭特定设备或软件的更新。

11. SCOPE OF LICENSE
许可范围
The software is licensed, not sold. Unless applicable law gives you more rights, Licensor and Microsoft reserve all other rights not expressly granted under this agreement, whether by implication, estoppel or otherwise. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not
此软件仅采用许可方式，并不出售。除非适用法律授予您更多权力，否则许可方和 Microsoft 保留本协议项下未明确（无论是暗示、默许还是以他方式）授予的所有其他权利。为此，您必须遵循软件中的任何技术限制，按照特定方式使用软件。您不得：

- work around any technical limitations in the software;
绕过软件中的任何技术限制；

- reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software except, and only to the extent:
  对软件进行反向工程、反汇编或反编译，或尝试以其他方式获取软件的源代码，但以下情况除外：
  i. permitted by applicable law, despite this limitation; or
     尽管有本项限制，但适用法律允许；或
  ii. required to debug changes to any libraries licensed under the GNU Lesser Public License that are included with and linked to by the software; make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
     对 GNU 较宽松公共许可下许可的且由该软件随附并链接的任何库进行变更调试时需要；制作的软件副本数超过本协议中规定的数量，或超过适用法律允许的数量，无论本限制条款如何规定均是如此；
- publish the software, including any application programming interfaces included in the software, for others to copy;
  发布软件（包括该软件附带的任何应用程序编程接口），供他人复制；
- share or otherwise distribute documents, text or images created using the software Data Mapping Services features;
  共享或以其他方式分发使用软件数据映射服务功能创建的文档、文本或图像；
- rent, lease or lend the software; or
  出租、租赁或出借软件；或
- use the software for commercial software hosting services.
  使用软件提供商业软件托管服务。

You also may not remove, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of Microsoft or its suppliers that are included in the software, including any content made available to you through the software;
此外，您不得删除、最小化、阻止或修改该软件中随附提供的 Microsoft 或其提供商的任何标识、商标、版权、数字水印或其他声明，包括您通过该软件获得的任何内容。

- Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.
  在任何设备上访问软件的权利未授予您任何行使在软件或使用该设备的设备中的 Microsoft 专利或其他 Microsoft 的知识产权的权利。

12. BACKUP COPY
备份副本

You may make one backup copy of the software media. You may use it only to create instances of the software.
您可以备份软件媒体的一个副本。您只可将其用于创建软件实例。

13. DOCUMENTATION
文档

Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
有权访问您的计算机或内网的任何人可以复制和使用文档用于内部参考目的。

14. NOT FOR RESALE SOFTWARE
不可转售软件

You may not sell software marked as “NFR” or “Not for Resale.”
您不可以出售标记为“NFR”或“不得转售”的软件。

15. ACADEMIC EDITION SOFTWARE
学术版软件

You must be a “Qualified Educational User” to use software marked as “Academic Edition” or “AE.” If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.
要使用标记为“学术版”或“AE”的软件，您必须是“合格教育用户”。如果不知道自己是否为合格教育用户，请访问 www.microsoft.com/education 或联系您所在国家/地区的 Microsoft 附属公司。

16. PROOF OF LICENSE
许可证明

If you acquired the software on a disc or other media, a genuine Microsoft Proof of License label with a genuine copy of the software identifies licensed software. To be valid, this label must appear on Microsoft packaging and may not be transferred separately. If you receive the label separately, it is invalid. You should keep the packaging that has the label on it to prove that you are licensed to use the software. To identify genuine Microsoft software, see www.howtotell.com.
如果您通过光盘或其他介质获得该软件，则附带该软件正版副本的正版 Microsoft 许可证明标签将是许可软件的标志。此标签必须出现在 Microsoft 包装上且不得单独转让，这样才有效。如果您单独收到该标签，则该标签无效。您应保留软件包装，因为其上面的标签可以证明您已获得该软件的使用许可。要识别正版 Microsoft 软件，请参见 www.howtotell.com。

17. TRANSFER TO A THIRD PARTY
向第三方转让

The first user of the software may transfer it and this agreement directly to another end user as part of a transfer of the Unified Solution. Before the transfer, that end user must agree that this agreement applies to the transfer and use of the software. The first user may not retain any instances of the software unless that user also retains another license for the software.
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如果您在德国或本网站（aka.ms/transfer）上列出的任何国家/地区以消费者的身份购买软件，本节规定不适用，在这种情况下，任何将软件及软件的使用权利转让给第三方的行为均必须遵守适用法律。

18. EXPORT RESTRICTIONS

出口限制

The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

软件受到美国出口法律和法规的限制。您必须遵守适用于软件的所有国内外出口法律和法规。这些法律包括对目的地、最终用户和最终用途的限制。有关其他信息，请参见 www.microsoft.com/exporting。

19. ENTIRE AGREEMENT

完整协议

This agreement (including the warranty below), and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

本协议（包括下面的保证）及补充、更新和您使用的基于互联网的服务和支持服务的条款构成完整的软件和支持服务协议。

20. APPLICABLE LAW

适用法律

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21. LEGAL EFFECT

法律效力

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不容错

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1. OVERVIEW.
概述。

1.1. **Software**: The software includes
软件：软件包括

- server software, and
  服务器软件和
- additional software that may only be used with the server software directly, or indirectly through other additional software.
  仅可直接或通过其他额外软件间接使用于服务器软件的额外软件。

1.2. **License Model**: The software is licensed based on either the:
许可模式：该软件根据以下两种方式之一获得许可：

- **Core License Model**: – the number of physical and/or virtual cores in the server; or
  内核许可模式：— 服务器中物理内核数和/或虚拟内核数；或
- **Server + Client**: – the number of operating system environments (OSEs) in which the server software is run, and the number of devices and users that access instances of server software.
  服务器 + 客户端：— 运行服务器软件的操作系统环境（OSE）的数量，以及访问服务器软件实例的设备和用户数量。

1.3. **Licensing Terminology**
许可术语

- **Instance**: You create an “instance” of the software by executing the software’s setup or install procedure. You also create an instance of the software by duplicating an existing instance. References to the “software” in this agreement include “instances” of the software.
  实例：可以通过执行软件的设置或安装程序生成软件“实例”。也可以通过复制现有的实例来生成软件实例。本协议中提及的“软件”包括软件“实例”。
- **Run an Instance**: You “run an instance” of the software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
  运行实例：要运行软件的实例，将其加载到存储器并执行其一项或多项指令。运行后，实例视为正在运行（无论其指令是否继续执行），直到从存储器中移除。
- **Operating System Environment** (“**OSE**”): An “operating system environment” or “OSE” is
  操作系统环境（“**OSE**”）：操作系统环境或（或简称为“OSE”）是
  i. all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights; and
  授予单独的机器识别号（主要计算机名称或类似的唯一标示符）或单独管理权限的全部或部分操作系统实例，或者全部或部分虚拟（或仿真）操作系统实例；
  ii. instances of applications, if any, configured to run on the operating system instance or parts identified above.
  经过配置在操作系统实例或以上指定的部件上运行的应用程序实例（如有）。

A physical hardware system can have either or both of the following:
物理硬件系统可能具有以下一种或几种环境：

- one physical operating system environment;
  一种物理操作系统环境；
- one or more virtual operating system environments.
  一种或多种虚拟操作系统环境。

A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment.
物理操作系统环境经过配置可直接在物理硬件系统上运行。用于运行硬件虚拟化软件或提供硬件虚拟化服务（如 Microsoft 虚拟化技术或类似技术）的操作系统实例被视为物理操作系统环境的一部分。

A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system.
虚拟操作系统环境经过配置可在虚拟（或仿真）硬件系统上运行。

- **Server**: A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
  服务器：服务器是能够运行服务器软件的物理硬件系统。硬件分区或刀片视为单独的物理硬件系统。
- **Physical Core**: A physical core is a core in a physical processor. A physical processor consists of one or more physical cores.
  物理内核：物理内核是物理处理器中的核心。物理处理器由一个或多个物理内核组成。
- **Hardware Thread**: A hardware thread is either a physical core or a hyper-thread in a physical processor.
  硬件线程：硬件线程是指物理处理器中的物理内核或超线程。
- **Virtual Core**: A virtual core is the unit of processing power in a virtual (or otherwise emulated) hardware system. A virtual core is the virtual representation of one or more hardware threads. Virtual OSEs use one or more virtual cores.
  虚拟内核：虚拟内核是指虚拟（或以其他方式仿真的）硬件系统中的处理能力单位。虚拟内核是一个或多个硬件线程的虚拟表示。虚拟操作系统环境使用一个或多个虚拟内核。
- **Assigning a License**: To assign a license is to designate that license to a server, device or user as indicated below.
  分配许可：分配许可是指按如下所述将该许可指定给服务器、设备或用户。
- **Core Factor**: The core factor is a numerical value associated with a specific physical processor for purposes of determining the number of licenses required to license all of the physical cores on a server.
  内核系数：内核系数是指与特定物理处理器相关的、旨在确定许可服务器上所有物理内核所需的许可数的数值。

2. USE RIGHTS FOR CORE LICENSE MODEL
内核许可模式的使用权利

2.1. **Licensing a Server**: Before you run instances of the server software on a server, you must determine the number of software licenses required and assign those licenses to that server as described below.
许可服务器：在服务器上运行服务器软件的实例之前，您必须按以下方式确定软件许可的所需数量，并将这些许可指定给服务器。

2.2. **Determining the Number of Licenses Required**: You have two license options:
确定所需的许可数量：您有两个许可选项：

a) **Physical Cores on a Server**: You may license based on all of the physical cores on the server. If you choose this option, the number of licenses required equals the number of physical cores on the server multiplied by the applicable core factor located at go.microsoft.com/fwlink/?LinkID=229882.
服务器上的物理核心数：您可以根据服务器上的所有物理内核数购买许可。如您选择此选项，则所需许可数等于服务器中的物理内核数乘以相关内核系数（见 http://go.microsoft.com/fwlink/?LinkID=229882）。

b) **Individual Virtual OSE**: You may license based on the virtual OSEs within the server in which you run the server software. If you choose this option, for each virtual OSE in which you run the server software, you need a number licenses equal to the number of virtual cores in the virtual OSE, subject to a minimum requirement of four licenses per virtual OSE. In addition, if any of these virtual cores is at any time mapped to more than one hardware thread, you need a license for each additional hardware thread mapped to that virtual core. Those licenses count toward the minimum requirement of four licenses per virtual OSE.
单个虚拟 OSE：您可以根据运行服务器软件的服务器内的虚拟 OSE 数购买许可。如果选择此选项，则根据每个虚拟 OSE 中需配备四个许可的最低要求，对于您运行服务器软件的每个虚拟 OSE，所需的许可数均等于虚拟 OSE 中的虚拟内核数。此外，无论何时，只要其中任一虚拟内核映射至一个以上硬件线程，您均需为额外映射至该虚拟内核的硬件线程购买一个许可。这些许可数均需满足每个 OSE 配备四个许可的最低要求。

2.3. Assigning the Required Number of Licenses to the Server
将所需数量的许可分配给服务器

a) **Initial Assignment**: After you determine the number of software licenses required for a server, you must assign that number of licenses to that server. The server to which a license is assigned is considered the “licensed server” for such license. You may not assign a license to more than one server. A hardware partition or blade is considered a separate server.
初始分配：在确定服务器需要的软件许可数量后，您必须将该数量的许可指定给该服务器。已分配许可的服务器视为该许可的“许可服务器”。您不可以将一个许可指定给一个以上的服务器。硬件分区或刀片视为单独的服务器。

b) **Reassignment**: You may reassign a license, but not within 90 days of its last assignment. You may reassign a license sooner if you retire the licensed server to which the license is assigned due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.
重新分配：您可以重新指定许可，但必须在上次指定后的 90 天内。若由于永久性硬件故障致使您停止使用许可的服务器，您可以立刻重新指定软件许可。如果您重新指定许可，接受您重新指定的许可的服务器成为该许可的新许可服务器。

2.4. **Running Instances of the Server Software**: Your right to run instances of the server software depends on the option chosen to determine the number of software licenses required:

服务器软件的运行实例：您运行服务器软件实例的权利取决于决定所需软件许可数时所选的选项：

a) **Physical Cores on a Server**: For each server to which you have assigned the required number of licenses as provided in Section 2.2(a), you may run on the licensed server any number of instances of the server software in the physical OSE.
服务器上的物理核心数：对于您按照第 2.2(b)条所述指定了所需许可数的每个服务器，您可在物理 OSE 中在许可服务器上运行该服务器软件任意数量的实例。

b) **Individual Virtual OSEs**: For each virtual OSE for which you have assigned the required number of licenses as provided in section 2.2(b), you have the right to run any number of instances of the software in that virtual OSE.
单个虚拟 OSE：对于按照第 2.2(b)节所述为其指定了所需许可数的每个虚拟 OSE，您均有权在该虚拟 OSE 中运行该软件的任意数量的实例。

2.5. **Running Instances of the Additional Software**: You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any number of devices. You may use the additional software only with the server software directly, or indirectly through other additional software.
额外软件的运行实例：您可以在任何数量的设备上在物理或虚拟 OSE 中运行或以其他方式使用以下列出的任何数量的额外软件的实例。您只可直接或间接通过其他额外软件将额外软件使用于服务器软件。

- Client Tools Connectivity
- Documentation Components

2.6. **Creating and Storing Instances on Your Servers or Storage Media**: You have the additional rights listed below for each software license you acquire.
在服务器或存储媒体上创建和存储实例：针对您获得的每项软件许可，您具有下列额外权利。

a) You may create any number of instances of the server software and additional software.
您可以创建任何数量的服务器软件和额外软件实例。

b) You may store instances of the server software and additional software on any of your servers or storage media.
您可以在您的任何服务器或存储媒体上存储服务器软件和额外软件的实例。

c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).
您可以创建并存储服务器软件和额外软件的实例，仅为执行所述任何软件许可下服务器软件的实例的权利（如您不可将实例分配给第三方）。

2.7. **No Client Access Licenses (CALs) Required for Access**: Under this core license model, you do not need CALs for users or devices to access your instances of the server software.
进行访问无需获得客户端访问许可（CAL）：在这种内核许可模式下，您无需用户或设备的 CAL，即可访问服务器软件的实例。

3. USE RIGHTS FOR SERVER + CLIENT ACCESS LICENSE MODEL
服务器 + 客户端访问许可模式的使用权利

3.1. **Assigning the License to the Server**
将许可指定给服务器

a) **Initial Assignment**: Before you run any instance of the server software under a software license, you must assign that license to one of your servers. That server is considered the "licensed server" for such license. You may not assign the same license to more than one server, but you may assign other software licenses to the same server. A hardware partition or blade is considered to be a separate server.
初始分配：在根据软件许可运行服务器软件的任何实例之前，您必须将该许可指定给其中一个服务器。该服务器视为这类许可的"许可服务器"。您不可将同一许可指定给一个以上的服务器，但可以将其他软件许可指定给同一服务器。硬件分区或刀片视为单独的服务器。

b) **Reassignment**: You may reassign a software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.
重新分配：您可以重新指定软件许可，但必须在上次指定后的九十（90）天内。若由于永久性硬件故障致使您停止使用许可的服务器，您可以立刻重新指定软件许可。如果您重新指定许可，接受您重新指定的许可的服务器成为该许可的新许可服务器。

3.2. **Running Instances of the Server Software**: For each software license you assign to the server, you may run any number of instances of the server software in one physical or virtual OSE on the licensed server at a time.
服务器软件的运行实例：对于指定给该服务器的每个软件许可，您可以同时在一个物理或虚拟 OSE 中在许可服务器上运行任何数量的服务器软件实例。

3.3. **Running Instances of the Additional Software**: You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any number of devices. You may use the additional software only with the server software directly, or indirectly through other additional software.
额外软件的运行实例：您可以在任何数量的设备上在物理或虚拟 OSE 中运行或以其他方式使用以下列出的任何数量的额外软件的实例。您只可直接或间接通过其他额外软件将额外软件使用于服务器软件。

- Client Tools Connectivity
- Documentation Components

3.4. **Creating and Storing Instances on Your Servers or Storage Media**: You have the additional rights listed below for each software license you acquire.
在服务器或存储媒体上创建和存储实例：针对您获得的每项软件许可，您具有下列额外权利。

a) You may create any number of instances of the server software and additional software.
您可以创建任何数量的服务器软件和额外软件实例。

b) You may store instances of the server software and additional software on any of your servers or storage media.
您可以在您的任何服务器或存储媒体上存储服务器软件和额外软件的实例。

c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).
您可以创建并存储服务器软件和额外软件的实例，仅为执行所述任何软件许可下服务器软件的实例的权利（如您不可将实例分配给第三方）。

3.5. Client Access Licenses (CALs)
客户端访问许可（CAL）

a) **Initial Assignment of CALs**: You must acquire and assign a SQL Server 2014 CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device.
CAL 的初始分配：您必须获得并向直接或间接访问您的服务器软件实例的每个设备或用户指定一个 SQL Server 2014 CAL。硬件分区或刀片视为单独的设备。

- You do not need CALs for any of your servers licensed to run instances of the server software.
要运行服务器软件的实例，您无需为任何许可服务器获得 CAL。
- You do not need CALs for up to two devices or users to access your instances of the server software only to administer those instances.
如果访问服务器软件实例只为管理这些实例，则您无需为最多两个设备或用户获得 CAL。
- Your CALs permit access to your instances of earlier versions, but not later versions, of the server software. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.
CAL 允许访问先前版本的服务器软件实例，但不允许访问最新版本的服务器软件实例。如果您正在访问先前版本的实例，您可能也要使用该版本相应的 CAL。

b) **Types of CALs**: There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.
CAL 的类型：有两种类型的 CAL：一种用于设备，一种用于用户。每项设备 CAL 允许任何用户使用一台设备访问您的许可服务器上的服务器软件实例。每项用户 CAL 允许一位用户使用任何设备访问您的许可服务器上的服务器软件实例。您可以使用设备和用户 CAL 的组合。

c) **Reassignment of CALs**: You may
CAL 的重新分配：您可以

- permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
永久性地将一个设备的设备 CAL 重新指定给另一设备，或将一个用户的用户 CAL 重新指定给另一用户；或
- temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.
在不使用第一个设备时临时将设备 CAL 重新指定给替代设备，或在用户不在时将用户 CAL 临时重新指定给临时工作人员。

4. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS
额外许可要求和/或使用权利

4.1. **Maximum Instances**: The software or your hardware may limit the number of instances of the server software that can run in physical or virtual OSEs on the server.
最多实例：软件或硬件可以限制可在物理或虚拟操作系统环境中在服务器上运行的服务器软件实例的数量。

4.2. **Multiplexing**: Hardware or software you use to
多路复用：用于以下目的的硬件或软件：

- pool connections,
连接池；
- reroute information, or
重新选定信息路由；以及
- reduce the number of devices or users that directly access or use the software
减少直接访问或使用软件的设备或用户数量

(sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses of any type that you need.
（有时称为“多路复用”或“共用”），不会减少您所需的任何类型的许可数量。

4.3. **No Separation of Server Software**: You may not separate the server software for use in more than one OSE under a single license, unless expressly permitted. This applies even if the OSEs are on the same physical hardware system.
不分割服务器软件：除非明确许可，您不可以分割服务器软件，以在一项单独许可下用于一个以上操作系统环境。即使 OSE 在同一物理硬件系统中，该条款同样适用。

4.4. **SQL Server Reporting Services Map Report Item**: Power View and SQL Reporting Services Map Item both include use of Bing Maps. You may only use the content provided through Bing Maps, including geocodes, within Power View or SQL Reporting Services Map Item. Your use of Bing Maps is also governed by the Bing Maps End User Terms of Use available at go.microsoft.com/?linkid=9710837 and the Bing Maps Privacy Statement available at go.microsoft.com/fwlink/?LinkID=248686.
SQL Server Reporting Services 地图报表项：Power View 和 SQL Reporting Services 地图报表项目均包含对 Bing Maps 的使用。您仅可在 Power View 或 SQL Reporting Services 地图报表项目中使用通过 Bing Maps 提供的内容，包括地理编码。您对 Bing Maps 的使用还需遵守位于 go.microsoft.com/?linkid=9710837 的 Bing Maps 最终用户使用条款和位于 go.microsoft.com/fwlink/?LinkID=248686 的 Bing Maps 隐私声明的规定。

4.5. **Included Microsoft Programs**: The software includes other Microsoft programs listed at go.microsoft.com/fwlink/?LinkID=298186. Microsoft is making these programs available to you as a convenience only and these programs are licensed and supported under their own separate terms and policies. You may only use these programs in conjunction with the software licensed here. If you do not agree to the license terms for these programs, you may not use them.

包含的 Microsoft 程序：该软件包含 go.microsoft.com/fwlink/?LinkID=298186 中所列的其他 Microsoft 程序。Microsoft 为您提供这些程序仅为方便之用，且这些程序依据其单独条款和条件授予许可并提供支持。您仅可将这些程序与此处许可的软件结合使用。若您不同意这些程序的许可条款，则可以不使用这些程序。

4.6. **Runtime-Restricted Use Software**: The software is "Runtime-Restricted Use" software; as such, it may only be used to run the Unified Solution and only as part of the Unified Solution. The software may not be used either (i) to develop any new software applications, (ii) in conjunction with any software applications, databases or tables other than those contained in the Unified Solution, and/or (iii) as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables. For clarity, you may use tools provided as part of the Unified Solution to create new tables during the Unified Solution set up and/or customization so long as the resulting tables will only be used with and/or as part of the Unified Solution itself.

运行时受限使用的软件：软件为"运行时受限使用"软件；因此，其只能作为统一解决方案的一部分用于运行统一解决方案。软件不可用于以下用途：(i) 开发任何新的软件应用程序， (ii) 与不包含在统一解决方案中的任何软件应用程序、数据库或表格一起使用，及/或 (iii) 作为单独软件应用程序进行使用。但是，上述条款并不妨碍您使用工具运行现有表格中的查询或报告。为澄清起见，您可以在统一解决方案设置和/或自定义过程中使用与统一解决方案一起提供的工具创建新的表格，前提是该类表格只能与解决方案一起或作为解决方案的一部分进行使用。

4.7. **Use of Software Within and Across Server Farms**: You may use the software on servers located within and across your server farm if and for so long as the software is only used with and as a part of the Unified Solution.

服务器农场内和服务器农场之间的软件使用：您可在您的服务器农场内和服务器农场之间的服务器上使用软件，前提是该软件仅与统一解决方案一起或作为其一部分进行使用。

4.8. **Outsourcing Company**: You may enter into an agreement with a third party that provides operational services or support services to you, including but not limited to network management, application management, or data center management services (including operation, maintenance and control of server hardware in a data center ("outsourcing company") to install or cause to be installed the Unified Solution on servers owned, operated, maintained and controlled by the outsourcing company, provided that: (i) all such server hardware on which the Unified Solution has been installed is and continuously remains physically dedicated to running the Unified Solution solely for the benefit and use by you and (ii) you have entered into to a written agreement that protects the Unified Solutions and the software on commercially reasonable terms. Regardless of the physical location of the server hardware containing the software, you remain fully responsible for all of your obligations under this agreement, including any unauthorized use or distribution of the software that results from any act or omission of the outsourcing company. The outsourcing company must agree to the terms of this agreement in a signed writing. You may only grant the outsourcing company access to the software in order to perform operational and/or support services (including but not limited to software maintenance, patch updating, integration, etc.) for you, and the outsourcing company may not access or use the software for any other purpose.

外包公司：您可与第三方（"外包公司"）签订协议，以获得在外包公司拥有、运营、维护和控制的服务器上安装统一解决方案的运营服务或支持服务，包括但不限于网络管理、应用程序管理或数据中心管理服务（包括对数据中心的服务器硬件的运营、维护和控制），前提是 (i) 安装统一解决方案的所有该类服务器硬件仅为您的利益被持续用于运行统一解决方案，(ii) 您已签订了包含合理商业条款的书面协议保护统一解决方案和软件。无论包含软件的服务器硬件位于何处，您都应当全权负责履行在本协议下所负的所有义务，包括因外包公司的行为或过失而导致对软件的任何未授权使用或分发。外包公司必须以经签署的书面文件形式对本协议的条款表示认可。您可仅授予外包公司出于为您提供运营和/或支持服务（包括但不限于软件维护、安装补丁、升级和集成等）所需的软件访问权限，外包公司不得因其他目的访问或使用软件。

5. THIRD PARTY NOTICES

第三方通知

The software may include third party code, that Microsoft, not the third party, licenses to you under the terms set forth in this agreement. Notices, if any, for any third party code are included for your information only. Additionally, any third party scripts, linked to, called or referenced from this software, are licensed to you by the third parties that own such code, not by Microsoft, see ASP.NET Ajax CDN Terms of Use: www.asp.net/ajaxlibrary/CDN.ashx.

软件可能包含 Microsoft（而非第三方）根据本协议的规定向您授予许可的第三方编码。所包含的第三方编码通知（如有）仅供您参考。此外，任何与本软件有关的、本软件所调用或引用的第三方脚本均由拥有此类编码的第三方而非 Microsoft 为您授予许可。详情请参见 ASP.NET Ajax CDN 使用条款：www.asp.net/ajaxlibrary/CDN.ashx。

6. INTERNET-BASED SERVICES

基于互联网的服务

Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

Microsoft 为软件提供基于互联网的服务。该服务可在任何时候变更或取消。

7. BENCHMARK TESTING

基准测试

You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Microsoft .NET Framework (see below).

您必须取得 Microsoft 的事先书面批准，方能向第三方披露软件基准测试的结果。但这一条并不适用于 Microsoft .NET Framework（参见下文）。

8. .NET FRAMEWORK SOFTWARE

.NET FRAMEWORK 软件

The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software

该软件包含 Microsoft .NET Framework 软件。此软件属于 Windows 的一部分。Windows 的许可条款同样适用于.NET Framework 软件的使用情况

9. MICROSOFT .NET FRAMEWORK BENCHMARK TESTING

MICROSOFT .NET FRAMEWORK 基准测试

The software includes one or more components of the .NET Framework ("**.NET Components**"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at go.microsoft.com/fwlink/?LinkID=66406. Notwithstanding any other agreement you may have with Microsoft, if you disclose such

benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at go.microsoft.com/fwlink/?LinkID=66406.
软件包含.NET Framework 的一个或多个组件（简称“**.NET 组件**”）。您可以对这些组件进行内部基准测试。您可以公布这些组件的任何基准测试结果，前提是您必须遵守 go.microsoft.com/fwlink/?LinkID=66406 中列出的条款。尽管您与 Microsoft 签订了任何其他协议，如果您公布这些基准测试结果，Microsoft 将有权公布包含适当.NET 组件的您的产品的基准测试结果，前提是其遵守 go.microsoft.com/fwlink/?LinkID=66406. 中列出的相同条款。

10. SCOPE OF LICENSE

许可范围

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- work around any technical limitations in the software;
绕过软件中的任何技术限制；
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
对软件进行反向工程、反编译或分解。尽管有本项限制，但有关法律明确规定允许的除外，且只能在法律允许范围内进行；
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
制作的软件副本数超过本协议中规定的数量，或超过适用法律允许的数量，无论本限制条款如何规定均是如此；
- publish the software, including any application programming interfaces included in the software, for others to copy;
发布软件（包括该软件附带的任何应用程序编程接口），供他人复制；
- share or otherwise distribute documents, text or images created using the software Data Mapping Services features;
共享或以其他方式分发使用软件数据映射服务功能创建的文档、文本或图像；
- rent, lease or lend the software; or
出租、租赁或出借软件；或
- use the software for commercial software hosting services.
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You also may not remove, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of Microsoft or its suppliers that are included in the software, including any content made available to you through the software;
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11. BACKUP COPY

备份副本

You may make one backup copy of the software media. You may use it only to create instances of the software.
您可以备份软件媒体的一个副本。您只可将其用于创建软件实例。

12. DOCUMENTATION

文档

Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
有权访问您的计算机或内网的任何人可以复制和使用文档用于内部参考目的。

13. NOT FOR RESALE SOFTWARE

不可转售软件

You may not sell software marked as “NFR” or “Not for Resale.”
您不可以出售标记为“NFR”或“不得转售”的软件。

14. ACADEMIC EDITION SOFTWARE

学术版软件

You must be a “Qualified Educational User” to use software marked as “Academic Edition” or “AE.” If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.
要使用标记为“学术版”或“AE”的软件，您必须是“合格教育用户”。如果不知道自己是否为合格教育用户，请访问 www.microsoft.com/education 或联系您所在国家/地区的 Microsoft 附属公司。

15. TRANSFER TO A THIRD PARTY

向第三方转让

The first user of the software may transfer it and this agreement directly to another end user as part of a transfer of the integrated software turnkey application or suite of applications (the “Unified Solution”) delivered to you by or on behalf of the Licensor solely as part of the Unified Solution. Before the transfer, that end user must agree that this agreement applies to the transfer and use of the software. The first user may not retain any instances of the software unless that user also retains another license for the software.
作为转让许可方或其代表交付给您的统一解决方案的一部分，软件的第一用户可将软件和本协议作为集成软件总控应用程序或应用程序套件（简称“统一解决方案”）的一部分直接转让给另一最终用户。转让前，该最终用户必须同意本协议适用于软件的转让和使用。第一用户不得保留任何软件实例，除非该用户也持有软件的其他许可。

16. EXPORT RESTRICTIONS

出口限制

The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

软件受到美国出口法律和法规的限制。您必须遵守适用于软件的所有国内外出口法律和法规。这些法律包括对目的地、最终用户和最终用途的限制。有关其他信息，请参见 www.microsoft.com/exporting。

17. ENTIRE AGREEMENT

完整协议

This agreement and the terms for supplements, updates, Internet-based services that you use, are the entire agreement for the software.

本协议及补充、更新和您使用的基于互联网的服务的条款构成完整的软件协议。

18. LEGAL EFFECT

法律效力

This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the Licensor from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

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19. NOT FAULT TOLERANT

不容错

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20. NO WARRANTIES BY MICROSOFT

MICROSOFT 概不担保

YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE SOFTWARE, OR (B) THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY THE LICENSOR AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.

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21. NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES

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22. FOR AUSTRALIA ONLY

仅限澳大利亚

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Microsoft® SQL Server™ 2008, Standard Edition (Server Proc Runtime) Software

Microsoft® SQL Server™ 2008, Standard Edition (Server Proc Runtime)软件

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- updates,

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- Internet-based services
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使用本软件即表示您接受这些条款。如果您不接受这些条款，则不得使用软件。返回购买地点退款或要求贷记。
These terms supersede any electronic terms which may be contained within the software. If any of the terms contained within the software conflict with these terms, these terms will control.
这些条款取代软件中包含的任何电子版条款。如果软件中包含的任何条款与这些条款相冲突，以这些条款为准。

1. OVERVIEW
概述

a) **Software**: The software includes
软件：软件包括

- server software; and
  服务器软件；以及
- additional software that may only be used with the server software directly, or indirectly through other additional software.
  仅可直接或通过其他额外软件间接使用于服务器软件的额外软件。

b) License Model: The software is licensed based on
许可模式：软件许可基于

- the number of physical and virtual processors used by operating system environments in which you run instances of the server software.
  您运行服务器软件实例的操作系统环境所使用的物理和虚拟处理器的数量。

c) Licensing Terminology
许可术语

- **Instance**: You create an "instance" of software by executing the software's setup or install procedure. You also create an instance of software by duplicating an existing instance. References to software in this agreement include "instances" of the software.
  实例：可以通过执行软件的设置或安装程序生成软件"实例"。也可以通过复制现有的实例来生成软件实例。本协议中提及的软件包括软件"实例"。
- **Run an Instance**: You "run an instance" of software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
  运行实例：要运行软件的实例，将其加载到存储器并执行其一项或多项指令。运行后，实例视为正在运行（无论其指令是否继续执行），直到从存储器中移除。
- **Operating System Environment**: An "operating system environment" is
  操作系统环境："操作系统环境"是指
- all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and
  授予单独的机器识别号（主要计算机名称或类似的唯一标示符）或单独管理权限的全部或部分操作系统实例，或者全部或部分虚拟（或仿真）操作系统实例；
- instances of applications, if any, configured to run on the operating system instance or parts identified above.
  经过配置在操作系统实例或以上指定的部件上运行的应用程序实例（如有）。

There are two types of operating system environments, physical and virtual. A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software (e.g. Microsoft Virtual Server or similar technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment. A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system. A physical hardware system can have either or both of the following:
有两种类型的操作系统环境：物理和虚拟。物理操作系统环境经过配置可直接在物理硬件系统上运行。用于运行硬件虚拟化软件（如 Microsoft Virtual Server 或类似技术）或提供硬件虚拟化服务（如 Microsoft 虚拟化技术或类似技术）的操作系统实例被视为物理操作系统环境的一部分。虚拟操作系统环境经过配置可在虚拟（或仿真）硬件系统上运行。物理硬件系统可能具有以下一种或几种环境：

- one physical operating system environment
  一种物理操作系统环境
- one or more virtual operating system environments.
  一种或多种虚拟操作系统环境。

- **Server**: A "server" is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
  服务器："服务器"是能够运行服务器软件的物理硬件系统。硬件分区或刀片视为单独的物理硬件系统。
- **Physical and Virtual Processors**: A physical processor is a processor in a physical hardware system. Physical operating system environments use physical processors. A virtual processor is a processor in a virtual (or otherwise emulated) hardware system. Virtual operating system environments use virtual processors. A virtual processor is considered to have the same number of threads and cores as each physical processor on the underlying physical hardware system.

物理和虚拟处理器：物理处理器是物理硬件系统中的处理器。物理操作系统环境使用物理处理器。虚拟处理器是虚拟（或仿真）硬件系统中的处理器。虚拟操作系统环境使用虚拟处理器。虚拟处理器被视为具有与底层物理硬件系统上每个物理处理器相同的进程数和内核数。

- **Assigning a License**: To "assign a license" means simply to designate that license to one server.
  分配许可："分配许可"仅指将该许可指定给一个服务器。

2. USE RIGHTS
使用权利

a) **Licensing a Server**: Before you run instances of the server software on a server, you must determine the required number of software licenses and assign those licenses to that server as described below.
许可服务器：在服务器上运行服务器软件的实例之前，您必须按以下方式确定软件许可的所需数量，并将这些许可指定给服务器。

i. Determining the Number of Licenses Required: You must first determine the number of software licenses you need. The total number of software licenses required for a server equals the sum of the software licenses required under (a) and (b) below.
确定所需的许可数量：您必须首先确定您需要的软件许可数量。一个服务器所需的软件许可总数等于以下 (a) 和 (b) 项所需软件许可数量之和。

(a) To run instances of the server software in the physical operating system environment on a server, you need a software license for each physical processor that the physical operating system environment uses.
要在物理操作系统环境中在服务器上运行服务器软件的实例，您需要获得物理操作系统环境所使用的每个物理处理器的软件许可。

(b) To run instances of the server software in virtual operating system environments on a server, you need a software license for each virtual processor that each of those virtual operating system environments uses. If a virtual operating system environment uses a fraction of a virtual processor, the fraction counts as a full virtual processor.
要在虚拟操作系统环境中在服务器上运行服务器软件的实例，您需要获得每个虚拟操作系统环境所使用的每个虚拟处理器的软件许可。如果虚拟操作系统环境使用一部分虚拟处理器，则这部分计为一个完整的虚拟处理器。

b) Assigning the Required Number of Licenses to the Server:
将所需数量的许可分配给服务器：

ii. After you determine the number of software licenses you need for a server, you must assign that number of software licenses to that server. That server is the licensed server for all of those licenses. You may not assign the same license to more than one server. A hardware partition or blade is considered to be a separate server.
在确定服务器需要的软件许可数量后，您必须将该数量的软件许可指定给该服务器。该服务器是所有这些许可的许可服务器。您不可以将同一许可指定给一个以上的服务器。硬件分区或刀片视为单独的服务器。

iii. You may reassign the software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.
您可以重新指定软件许可，但必须在上次指定后的 90 天内。若由于永久性硬件故障致使您停止使用许可的服务器，您可以立刻重新指定软件许可。如果您重新指定许可，接受您重新指定的许可的服务器成为该许可的新许可服务器。

c) **Running Instances of the Server Software**: For each server to which you have assigned the required number of software licenses, you may run, at any one time, any number of instances of the server software in physical and virtual operating system environments on the licensed server. However, the total number of physical and virtual processors used by those operating system environments cannot exceed the number of software licenses assigned to that server.
服务器软件的运行实例：对于您已经指定了所需数量的软件许可的每个服务器，您可在物理和虚拟操作环境中在许可服务器上一次运行任何数量的服务器软件实例。但是，这些操作系统环境使用的物理和虚拟处理器的总数不可超过指定给该服务器的软件许可数量。

d) **Running Instances of the Additional Software**: You may run or otherwise use any number of instances of additional software listed below in physical or virtual operating system environments on any number of devices so long as the additional software is used only in conjunction with the integrated software turnkey application or suite of applications (the "Unified Solution") delivered by or on behalf of the Licensor. You may use additional software only with the server software directly or indirectly through other additional software.
额外软件的运行实例：您可以在任何数量的设备上在物理或虚拟操作系统环境中运行或以其他方式使用以下列出的任何数量的额外软件实例，只要额外软件仅与许可方或其代表交付的集成软件总控应用程序或应用程序套件（简称"统一解决方案"）一起使用。您只可直接或间接通过其他额外软件将额外软件使用于服务器软件。

- Business Intelligence Development Studio
- Client Tools Backward Compatibility
- Client Tools Connectivity
- Client Tools Software Development Kit
- Management Studio
- Microsoft Sync Framework
- SQL Server 2008 Books Online

e) **Runtime-Restricted Use Software**: The software is "Runtime-Restricted Use" software; as such, it may only be used to run the Unified Solution solely as part of the Unified Solution. The software may not be used either:
运行时受限使用的软件：软件为"运行时受限使用"软件；因此，其只能作为统一解决方案的一部分用于运行统一解决方案。软件不可用于以下用途：

- to develop any new software applications;
  开发任何新的软件应用程序；
- in conjunction with any software applications, databases or tables other than those contained in the Unified Solution; and/or
  与不包含在统一解决方案中的任何软件应用程序、数据库或表格一起使用；和/或
- as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables.

作为单独软件应用程序进行使用。但是，上述条款并不妨碍您使用工具运行现有表格中的查询或报告。

f) **Creating and Storing Instances on Your Servers or Storage Media**: You have the additional rights below for each software license you acquire.
在服务器或存储媒体上创建和存储实例：针对您获得的每项软件许可，您具有下列额外权利。

- You may create any number of instances of the server software and additional software.
您可以创建任何数量的服务器软件和额外软件实例。
- You may store instances of the server software and additional software on any of your servers or storage media.
您可以在您的任何服务器或存储媒体上存储服务器软件和额外软件的实例。
- You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).
您可以创建并存储服务器软件和额外软件的实例，仅为执行所述任何软件许可下服务器软件的实例的权利（如您不可将实例分配给第三方）。

g) **No Client Access Licenses (CALs) Required for Access**: You do not need CALs for the other devices to access your instances of the server software.
进行访问无需获得客户端访问许可（CAL）：您无需其他设备的 CAL，即可访问服务器软件的实例。

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS
额外许可要求和/或使用权利

a) **Maximum Instances**: The software or your hardware may limit the number of instances of the server software that can run in physical or virtual operating system environments on the server.
最多实例：软件或硬件可以限制可在物理或虚拟操作系统环境中在服务器上运行的服务器软件实例的数量。

b) **Multiplexing**: Hardware or software you use to
多路复用：用于以下目的的硬件或软件：

- pool connections,
连接池；
- reroute information, and
重新选定信息路由；以及
- reduce the number of devices or users that directly access or use the software, or
减少直接访问或使用软件的设备或用户数量；或
- reduce the number of devices or users the software directly manages,
减少软件直接管理的设备或用户的数量；或

(sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses of any type that you need.
（有时称为“多路复用”或“共用”），不会减少您所需的任何类型的许可数量。

c) **Included Microsoft Programs**: The software contains other Microsoft programs. The license terms with those programs apply to your use of them.
包含的 Microsoft 程序：该软件包含其他 Microsoft 程序。使用这些程序适用程序的许可条款。

d) **No Separation of Server Software**: You may not separate the server software for use in more than one operating system environment under a single license, unless expressly permitted. This applies even if the operating system environments are on the same physical hardware system.
不分割服务器软件：除非明确许可，您不可以分割服务器软件，以在一项单独许可下用于一个以上操作系统环境。即使操作系统环境在同一物理硬件系统上，该条款同样适用。

e) **Fail-over Server**: For any operating system environment in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate operating system environment for temporary support. The number of processors used in that separate operating system environment must not exceed the number of processors used in the corresponding operating system environment in which the active instances are running. You may run the passive fail-over instances on a server other than the licensed server.
故障切换服务器：对于您运行服务器软件实例的任何操作系统环境，您可以在单独的操作系统环境中运行相同数量的被动故障切换实例以获得临时支持。在该独立操作系统环境中使用的处理器数量，不能超过在运行主动实例的相应操作系统环境中使用的处理器数量。您可以在除许可服务器以外的服务器上运行被动故障切换实例。

4. INTERNET-BASED SERVICES
基于互联网的服务

Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
Microsoft 为软件提供基于互联网的服务。该服务可在任何时候变更或取消。

5. MICROSOFT .NET FRAMEWORK AND POWERSHELL SOFTWARE
MICROSOFT .NET FRAMEWORK 和 POWERSHELL 软件

The software contains Microsoft .NET Framework and PowerShell software. These software components are part of Windows.
软件包含 Microsoft .NET Framework 和 PowerShell 软件。这些软件组件是 Windows 软件的组成部分。

6. BENCHMARK TESTING
基准测试

You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Windows components. For Microsoft .NET Framework see below.
您必须取得 Microsoft 的事先书面批准，方能向第三方披露软件基准测试的结果。但这不适用于 Windows 组件。对于 Microsoft .NET Framework，请参见下文。

7. MICROSOFT .NET FRAMEWORK

The software includes one or more components of the .NET Framework (“.NET Components”). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set

forth at http://go.microsoft.com/fwlink/?LinkID=66406. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at http://go.microsoft.com/fwlink/?LinkID=66406.
软件包含.NET Framework 的一个或多个组件（简称“.NET 组件”）。您可以对这些组件进行内部基准测试。您可以公布这些组件的任何基准测试结果，前提是您必须遵守 http://go.microsoft.com/fwlink/?LinkID=66406 中列出的条款。尽管您与 Microsoft 签订了任何其他协议，如果您公布这些基准测试结果，Microsoft 将有权公布包含适当.NET 组件的您的产品的基准测试结果，前提是其遵守 http://go.microsoft.com/fwlink/?LinkID=66406 中列出的相同条款。

8. SCOPE OF LICENSE

许可范围

The software is licensed, not sold. This agreement only gives you some rights to use the software. Licensor and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. For more information, see www.microsoft.com/licensing/userights.
此软件仅采用许可方式，并不出售。本协议仅向您提供一些使用软件的权利。许可方和 Microsoft 保留所有其他权利。除非适用法律向您提供除本协议限制以外的更多权利，否则您只能严格遵照本协议使用软件。为此，您必须遵循软件中的任何技术限制，按照特定方式使用软件。更多信息请参见 www.microsoft.com/licensing/userights。

You may not
您不得：

- work around any technical limitations in the software;
绕过软件中的任何技术限制；
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
对软件进行反向工程、反编译或分解。尽管有本项限制，但有关法律明确规定允许的除外，且只能在法律允许范围内进行；
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
制作的软件副本数超过本协议中规定的数量，或超过适用法律允许的数量，无论本限制条款如何规定均是如此；
- publish the software for others to copy;
发布软件，供他人复制；
- rent, lease or lend the software; or
出租、租赁或出借软件；或
- use the software for commercial software hosting services.
使用软件提供商业软件托管服务。

Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.
在任何设备上访问软件的权利未授予您任何行使在软件或使用该设备的设备中的 Microsoft 专利或其他 Microsoft 的知识产权的权利。

9. BACKUP COPY

备份副本

You may make one backup copy of the software media. You may use it only to create instances of the software.
您可以备份软件媒体的一个副本。您只可将其用于创建软件实例。

10. DOCUMENTATION

文档

Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
有权访问您的计算机或内网的任何人可以复制和使用文档用于内部参考目的。

11. NOT FOR RESALE SOFTWARE

不可转售软件

You may not sell software marked as “NFR” or “Not for Resale.”
您不可以出售标记为“NFR”或“不得转售”的软件。

12. ACADEMIC EDITION SOFTWARE

学术版软件

You must be a “Qualified Educational User” to use software marked as “Academic Edition” or “AE.” If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.
要使用标记为“学术版”或“AE”的软件，您必须是“合格教育用户”。如果不知道自己是否为合格教育用户，请访问 www.microsoft.com/education 或联系您所在国家/地区的 Microsoft 附属公司。

13. TRANSFER TO ANOTHER DEVICE

转移到其他设备

You may uninstall the software and install it on another device for your use solely as part of the Unified Solution. You may not do so to share this license between devices to reduce the number of licenses you need.
您可以卸载软件，并将其安装在另一设备上，仅作为统一解决方案的一部分使用。您不可以这样做以便在设备之间共享该许可，从而减少您需要的许可数量。

14. TRANSFER TO A THIRD PARTY

向第三方转让

The first user of the software may transfer it, this agreement, and CALs, directly to another end user as part of a transfer of the Unified Solution delivered to you by or on behalf of the Licensor solely as part of the Unified Solution. Before the transfer, that end user must agree that this agreement applies to the transfer and use of the software. The first user may not retain any instances of the software unless that user also retains another license for the software.

作为转让许可方或其代表交付给您的统一解决方案的一部分，软件的第一用户可将软件、本协议和 CAL 仅作为统一解决方案的一部分直接转让给另一最终用户。转让前，该最终用户必须同意本协议适用于软件的转让和使用。第一用户不得保留任何软件实例，除非该用户也持有软件的其他许可。

15. EXPORT RESTRICTIONS

出口限制

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16. ENTIRE AGREEMENT

完整协议

This agreement, and the terms for supplements, updates, and Internet-based services that you use, are the entire agreement for the software.

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法律效力

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Microsoft® SQL Server™ 2008, Standard Edition (Server CAL Runtime) Software

Microsoft ®SQL Server™ 2008，Standard Edition (Server CAL Runtime)软件

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1. OVERVIEW
概述

a) **Software**: The software includes
软件：软件包括

- server software; and
服务器软件；以及
- additional software that may only be used with the server software directly, or indirectly through other additional software.
仅可直接或通过其他额外软件间接使用于服务器软件的额外软件。

b) **License Model**: The software is licensed based on
许可模式：软件许可基于

- the number of instances of server software that you run; and
您运行的服务器软件实例的数量；以及
- the number of devices and users that access instances of server software.
访问服务器软件实例的设备和用户数量。

c) **Licensing Terminology**
许可术语

- **Instance**: You create an “instance” of software by executing the software’s setup or install procedure. You also create an instance of software by duplicating an existing instance. References to software in this agreement include “instances” of the software.
实例：可以通过执行软件的设置或安装程序生成软件“实例”。也可以通过复制现有的实例来生成软件实例。本协议中提及的软件包括软件“实例”。
- **Run an Instance**: You “run an instance” of software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
运行实例：要运行软件的实例，将其加载到存储器并执行其一项或多项指令。运行后，实例视为正在运行（无论其指令是否继续执行），直到从存储器中移除。
- **Operating System Environment**: An “operating system environment” is
操作系统环境：“操作系统环境”是指
  - all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and
  授予单独的机器识别号（主要计算机名称或类似的唯一标示符）或单独管理权限的全部或部分操作系统实例，或者全部或部分虚拟（或仿真）操作系统实例；
  - instances of applications, if any, configured to run on the operating system instance or parts identified above.
  经过配置在操作系统实例或以上指定的部件上运行的应用程序实例（如有）。

  There are two types of operating system environments, physical and virtual. A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software (e.g. Microsoft Virtual Server or similar technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment. A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system. A physical hardware system can have either or both of the following:
  有两种类型的操作系统环境：物理和虚拟。物理操作系统环境经过配置可直接在物理硬件系统上运行。用于运行硬件虚拟化软件（如 Microsoft Virtual Server 或类似技术）或提供硬件虚拟化服务（如 Microsoft 虚拟化技术或类似技术）的操作系统实例被视为物理操作系统环境的一部分。虚拟操作系统环境经过配置可在虚拟（或仿真）硬件系统上运行。物理硬件系统可能具有以下一种或几种环境：
  - one physical operating system environment
  一种物理操作系统环境
  - one or more virtual operating system environments.
  一种或多种虚拟操作系统环境。
- **Server**: A “server” is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
服务器：“服务器”是能够运行服务器软件的物理硬件系统。硬件分区或刀片视为单独的物理硬件系统。

- **Assigning a License**: To "assign a license" means simply to designate that license to one device or user.
  分配许可："分配许可"仅指将该许可指定给一个设备或用户。

2. USE RIGHTS
使用权利

a) **Assigning the License to the Server**
将许可指定给服务器

i. Before you run any instance of the server software under a software license, you must assign that license to one of your servers. That server is the licensed server for that particular license. You may assign other software licenses to the same server, but you may not assign the same license to more than one server. A hardware partition or blade is considered to be a separate server.
在根据软件许可运行服务器软件的任何实例之前，您必须将该许可指定给其中一个服务器。该服务器是该特定许可的许可服务器。您可以将其他软件许可指定给同一服务器，但不可以将同一许可指定给一个以上服务器。硬件分区或刀片视为单独的服务器。

ii. You may reassign a software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.
您可以重新指定软件许可，但必须在上次指定后的 90 天内。若由于永久性硬件故障致使您停止使用许可的服务器，您可以立刻重新指定软件许可。如果您重新指定许可，接受您重新指定的许可的服务器成为该许可的新许可服务器。

b) **Running Instances of the Server Software**: You may run any number of instances of the server software in one physical or virtual operating system environment on the licensed server at a time.
服务器软件的运行实例：您可以同时在一个物理或虚拟操作系统环境中在许可服务器上运行任何数量的服务器软件实例。

c) **Running Instances of the Additional Software**: You may run or otherwise use any number of instances of additional software listed below in physical or virtual operating system environments on any number of devices solely to support your use of the integrated software turnkey application or suite of applications (the "Unified Solution") delivered by or on behalf of the Licensor. You may use additional software only with the server software directly or indirectly through other additional software.
额外软件的运行实例：您可以在任何数量的设备上在物理或虚拟操作系统环境中运行或以其他方式使用以下列出的任何数量的额外软件的实例，仅为支持您使用许可方或其代表交付的集成软件总控应用程序或应用程序套件（简称"统一解决方案"）的权利。您只可直接或间接通过其他额外软件将额外软件使用于服务器软件。

- Business Intelligence Development Studio
- Client Tools Backward Compatibility
- Client Tools Connectivity
- Client Tools Software Development Kit
- Management Studio
- Microsoft Sync Framework
- SQL Server 2008 Books Online

d) **Creating and Storing Instances on Your Servers or Storage Media**: You have the additional rights below for each software license you acquire.
在服务器或存储媒体上创建和存储实例：针对您获得的每项软件许可，您具有下列额外权利。

- You may create any number of instances of the server software and additional software.
  您可以创建任何数量的服务器软件和额外软件实例。
- You may store instances of the server software and additional software on any of your servers or storage media.
  您可以在您的任何服务器或存储媒体上存储服务器软件和额外软件的实例。
- You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).
  您可以创建并存储服务器软件和额外软件的实例，仅为执行所述任何软件许可下服务器软件的实例的权利（如您不可将实例分配给第三方）。

e) **Included Microsoft Programs**: The software contains other Microsoft programs. The license terms with those programs apply to your use of them.
包含的 Microsoft 程序：该软件包含其他 Microsoft 程序。使用这些程序适用程序的许可条款。

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS
额外许可要求和/或使用权利

a) **Client Access Licenses (CALs)**
客户端访问许可（CAL）

i. You must acquire and assign a SQL Server 2008 CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device.
您必须获得并向直接或间接访问您的服务器软件实例的每个设备或用户指定一个 SQL Server 2008 CAL。硬件分区或刀片视为单独的设备。

- You may not access instances of the server software under Workgroup Edition CALs.
  您不可以访问工作组版 CAL。
- You may use your Windows Small Business Server ("SBS") 2008 CAL Suite for Premium Users or Devices instead of SQL Server 2008 CALs to access your instances of the server software within an SBS 2008 domain.
  您可以使用 Windows Small Business Server（"SBS"）2008 CAL Suite for Premium Users or Devices（代替 SQL Server 2008 CAL）在 SBS 2008 域中访问服务器软件的实例。
- You may use your Windows Essential Business Server ("EBS") 2008 CAL Suite for Premium Users or Devices instead of SQL Server 2008 CALs to access your instances of the server software within an EBS domain.
  您可以使用 Windows Essential Business Server（"EBS"）2008 CAL Suite for Premium Users or Devices（代替 SQL Server 2008 CAL）在 EBS 域中访问服务器软件的实例。
- You do not need CALs for any of your servers licensed to run instances of the server software.

要运行服务器软件的实例，您无需为任何许可服务器获得 CAL。

- You do not need CALs for up to two devices or users to access your instances of the server software only to administer those instances.
  如果访问服务器软件实例只为管理这些实例，则您无需为最多两个设备或用户获得 CAL。
- Your CALs permit access to your instances of earlier versions, but not later versions, of the server software. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.
  CAL 允许访问先前版本的服务器软件实例，但不允许访问最新版本的服务器软件实例。如果您正在访问先前版本的实例，您可能也要使用该版本相应的 CAL。

ii. **Types of CALs**: There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.
CAL 的类型：有两种类型的 CAL：一种用于设备，一种用于用户。每项设备 CAL 允许任何用户使用一台设备访问您的许可服务器上的服务器软件实例。每项用户 CAL 允许一位用户使用任何设备访问您的许可服务器上的服务器软件实例。您可以使用设备和用户 CAL 的组合。

iii. **Reassignment of CALs**: You may
CAL 的重新分配：您可以

- permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
  永久性地将一个设备的设备 CAL 重新指定给另一设备，或将一个用户的用户 CAL 重新指定给另一用户；或
- temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.
  在不使用第一个设备时临时将设备 CAL 重新指定给替代设备，或在用户不在时将用户 CAL 临时重新指定给临时工作人员。

b) **Runtime-Restricted Use Software**: The software is "Runtime-Restricted Use" software; as such, it may only be used in conjunction with the Unified Solution. The software may not be used either:
运行时受限使用的软件：软件为"运行时受限使用"软件；因此，其只能与统一解决方案一同使用。软件不可用于以下用途：

iv. to develop any new software applications;
开发任何新的软件应用程序；

v. in conjunction with any software applications, databases or tables other than those contained in the Unified Solution; and/or
与不包含在统一解决方案中的任何软件应用程序、数据库或表格一起使用；和/或

vi. as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables.
作为单独软件应用程序进行使用。但是，上述条款并不妨碍您使用工具运行现有表格中的查询或报告。

A CAL permits you to access instances of only the Runtime-Restricted User version of the server software licensed and delivered to you as part of the Unified Solution, in accordance with the other terms of the agreement.
根据协议的其他条款，CAL 只允许您访问作为统一解决方案的一部分许可并交付给您的运行时受限用户版本服务器软件的实例。

c) **Maximum Instances**: The software or your hardware may limit the number of instances of the server software that can run in physical or virtual operating system environments on the server.
最多实例：软件或硬件可以限制可在物理或虚拟操作系统环境中在服务器上运行的服务器软件实例的数量。

d) **Multiplexing**: Hardware or software you use to
多路复用：用于以下目的的硬件或软件：

- pool connections,
  连接池；
- reroute information, and
  重新选定信息路由；以及
- reduce the number of devices or users that directly access or use the software, or
  减少直接访问或使用软件的设备或用户数量；或
- reduce the number of devices or users the software directly manages.
  减少软件直接管理的设备或用户的数量。

(sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses of any type that you need.
（有时称为"多路复用"或"共用"），不会减少您所需的任何类型的许可数量。

e) **No Separation of Server Software**: You may not separate the server software for use in more than one operating system environment under a single license, unless expressly permitted. This applies even if the operating system environments are on the same physical hardware system.
不分割服务器软件：除非明确许可，您不可以分割服务器软件，以在一项单独许可下用于一个以上操作系统环境。即使操作系统环境在同一物理硬件系统上，该条款同样适用。

f) **Fail-over Server**: For any operating system environment in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate operating system environment for temporary support. You may run the passive fail-over instances on a server other than the licensed server.
故障切换服务器：对于您运行服务器软件实例的任何操作系统环境，您可以在单独的操作系统环境中运行相同数量的被动故障切换实例以获得临时支持。您可以在除许可服务器以外的服务器上运行被动故障切换实例。

4. INTERNET-BASED SERVICES
基于互联网的服务

Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
Microsoft 为软件提供基于互联网的服务。该服务可在任何时候变更或取消。

5. NET FRAMEWORK AND POWERSHELL SOFTWARE
MICROSOFT .NET FRAMEWORK 和 POWERSHELL 软件

The software contains Microsoft .NET Framework and PowerShell software. These software components are part of Windows.

软件包含 Microsoft .NET Framework 和 PowerShell 软件。这些软件组件是 Windows 软件的组成部分。

6. BENCHMARK TESTING

基准测试

You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Windows components. For Microsoft .NET Framework see below.

您必须取得 Microsoft 的事先书面批准，方能向第三方披露软件基准测试的结果。但这不适用于 Windows 组件。对于 Microsoft .NET Framework，请参见下文。

7. MICROSOFT .NET FRAMEWORK

The software includes one or more components of the .NET Framework (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at http://go.microsoft.com/fwlink/?LinkID=66406. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at http://go.microsoft.com/fwlink/?LinkID=66406.

软件包含.NET Framework 的一个或多个组件（简称".NET 组件"）。您可以对这些组件进行内部基准测试。您可以公布这些组件的任何基准测试结果，前提是您必须遵守 http://go.microsoft.com/fwlink/?LinkID=66406 中列出的条款。尽管您与 Microsoft 签订了任何其他协议，如果您公布这些基准测试结果，Microsoft 将有权公布包含适当.NET 组件的您的产品的基准测试结果，前提是其遵守 http://go.microsoft.com/fwlink/?LinkID=66406 中列出的相同条款。

8. SCOPE OF LICENSE

许可范围

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  制作的软件副本数超过本协议中规定的数量，或超过适用法律允许的数量，无论本限制条款如何规定均是如此；
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  发布软件，供他人复制；
- rent, lease or lend the software; or
  出租、租赁或出借软件；或
- use the software for commercial software hosting services.
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9. BACKUP COPY

备份副本

You may make one backup copy of the software media. You may use it only to create instances of the software.

您可以备份软件媒体的一个副本。您只可将其用于创建软件实例。

10. DOCUMENTATION

文档

Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

有权访问您的计算机或内网的任何人可以复制和使用文档用于内部参考目的。

11. NOT FOR RESALE SOFTWARE

不可转售软件

You may not sell software marked as "NFR" or "Not for Resale."

您不可以出售标记为"NFR"或"不得转售"的软件。

12. ACADEMIC EDITION SOFTWARE

学术版软件

You must be a "Qualified Educational User" to use software marked as "Academic Edition" or "AE." If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.

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13. TRANSFER TO ANOTHER DEVICE

转移到其他设备

You may uninstall the software and install it on another device for your use solely as part of the Unified Solution. You may not do so to share this license between devices to reduce the number of licenses you need.

您可以卸载软件，并将其安装在另一设备上，仅作为统一解决方案的一部分使用。您不可以这样做以便在设备之间共享该许可，从而减少您需要的许可数量。

14. TRANSFER TO A THIRD PARTY

向第三方转让

The first user of the software may transfer it, this agreement, and CALs, directly to another end user as part of a transfer of the Unified Solution delivered to you by or on behalf of the Licensor solely as part of the Unified Solution. Before the transfer, that end user must agree that this agreement applies to the transfer and use of the software. The first user may not retain any instances of the software unless that user also retains another license for the software.

作为转让许可方或其代表交付给您的统一解决方案的一部分，软件的第一用户可将软件、本协议和 CAL 仅作为统一解决方案的一部分直接转让给另一最终用户。转让前，该最终用户必须同意本协议适用于软件的转让和使用。第一用户不得保留任何软件实例，除非该用户也持有软件的其他许可。

15. EXPORT RESTRICTIONS

出口限制

The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

软件受到美国出口法律和法规的限制。您必须遵守适用于软件的所有国内外出口法律和法规。这些法律包括对目的地、最终用户和最终用途的限制。有关其他信息，请参见 www.microsoft.com/exporting。

16. ENTIRE AGREEMENT

完整协议

This agreement, and the terms for supplements, updates, and Internet-based services that you use, are the entire agreement for the software.

本协议及补充、更新和您使用的基于互联网的服务的条款，构成完整的软件协议。

17. LEGAL EFFECT

法律效力

This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the Licensor from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

本协议规定了某些法律权利。您可拥有您所在国家或地区法律下规定的其他权利。您也可拥有与软件许可方有关的权利。如果您所在国家或地区的法律不允许，本协议不会改变该法律下规定的您的权利。

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不容错

THE SOFTWARE IS NOT FAULT TOLERANT. LICENSOR HAS INDEPENDENTLY DETERMINED HOW TO USE THE SOFTWARE IN THE INTEGRATED SOFTWARE APPLICATION OR SUITE OF APPLICATIONS THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON LICENSOR TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.

该软件不是容错软件。许可方拥有独立决定如何在授予您许可的集成软件应用程序或应用程序套件中使用软件的权利，并且 MICROSOFT 已经依赖许可方所实施的充分测试，以此决定软件适用于该使用方式。

19. NO WARRANTIES BY MICROSOFT

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YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE SOFTWARE, OR (B) THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY THE LICENSOR AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.

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20. NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE OR THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY AMOUNT IN EXCESS OF TWO HUNDRED FIFTY U.S. DOLLARS (US$250.00).

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Microsoft® SQL Server™ 2012, Standard Edition (Server CAL Runtime) Software
Microsoft ®SQL Server™ 2012，Standard Edition (Server CAL Runtime)软件

1. OVERVIEW
概述

1.1. Software: The software includes
软件：软件包括

- server software, and
服务器软件和
- additional software that may only be used with the server software directly, or indirectly through other additional software.
仅可直接或通过其他额外软件间接使用于服务器软件的额外软件。

1.2. **License Model**: The software is licensed based on either the:
许可模式：该软件根据以下两种方式之一获得许可：

- **Core License Model** – the number of physical and/or virtual cores in the server; or
内核许可模式 – 服务器中物理内核数和/或虚拟内核数；或
- **Server + Client** – the number of instances of server software that you run, and the number of devices and users that access instances of server software.
服务器和客户端 – 您运行的服务器软件的实例数，以及访问服务器软件实例的用户数和设备数。

1.3. **Licensing Terminology**
许可术语

- Instance. You create an "instance" of the software by executing the software's setup or install procedure. You also create an instance of the software by duplicating an existing instance. References to the "software" in this agreement include "instances" of the software.
实例。可以通过执行软件的设置或安装程序生成软件"实例"。也可以通过复制现有的实例来生成软件实例。本协议中提及的"软件"包括软件"实例"。
- Run an Instance. You "run an instance" of the software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
运行实例。要运行软件的实例，将其加载到存储器并执行其一项或多项指令。运行后，实例视为正在运行（无论其指令是否继续执行），直到从存储器中移除。
- Operating System Environment ("OSE"). An "operating system environment" or "OSE" is
操作系统环境（"OSE"）。操作系统环境或（或简称为"OSE"）是
  i. all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights; and
  授予单独的机器识别号（主要计算机名称或类似的唯一标示符）或单独管理权限的全部或部分操作系统实例，或者全部或部分虚拟（或仿真）操作系统实例；
  ii. instances of applications, if any, configured to run on the operating system instance or parts identified above.
  经过配置在操作系统实例或以上指定的部件上运行的应用程序实例（如有）。

  A physical hardware system can have either or both of the following:
  物理硬件系统可能具有以下一种或几种环境：
  - one physical operating system environment;
  一种物理操作系统环境；
  - one or more virtual operating system environments.
  一种或多种虚拟操作系统环境。

  A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment.
  物理操作系统环境经过配置可直接在物理硬件系统上运行。用于运行硬件虚拟化软件或提供硬件虚拟化服务（如 Microsoft 虚拟化技术或类似技术）的操作系统实例被视为物理操作系统环境的一部分。

  A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system.
  虚拟操作系统环境经过配置可在虚拟（或仿真）硬件系统上运行。
- **Server**: A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
服务器：服务器是能够运行服务器软件的物理硬件系统。硬件分区或刀片视为单独的物理硬件系统。
- **Physical Core**: A physical core is a core in a physical processor. A physical processor consists of one or more physical cores.
物理内核：物理内核是物理处理器中的核心。物理处理器由一个或多个物理内核组成。
- **Hardware Thread**: A hardware thread is either a physical core or a hyper-thread in a physical processor.
硬件线程：硬件线程是指物理处理器中的物理内核或超线程。
- **Virtual Core**: A virtual core is the unit of processing power in a virtual (or otherwise emulated) hardware system. A virtual core is the virtual representation of one or more hardware threads. Virtual OSEs use one or more virtual cores.
虚拟内核：虚拟内核是指虚拟（或以其他方式仿真的）硬件系统中的处理能力单位。虚拟内核是一个或多个硬件线程的虚拟表示。虚拟操作系统环境使用一个或多个虚拟内核。
- **Assigning a License**: To assign a license is to designate that license to a server, device or user as indicated below.
分配许可：分配许可是指按如下所述将该许可指定给服务器、设备或用户。

- **Core Factor**: The core factor is a numerical value associated with a specific physical processor for purposes of determining the number of licenses required to license all of the physical cores on a server.
  内核系数：内核系数是指与特定物理处理器相关的、旨在确定许可服务器上所有物理内核所需的许可数的数值。

2. USE RIGHTS FOR CORE LICENSE MODEL.
内核许可模式的使用权利。

2.1. **Licensing a Server**: Before you run instances of the server software on a server, you must determine the number of software licenses required and assign those licenses to that server as described below.
许可服务器：在服务器上运行服务器软件的实例之前，您必须按以下方式确定软件许可的所需数量，并将这些许可指定给服务器。

2.2. **Determining the Number of Licenses Required**: You have two license options:
确定所需的许可数量：您有两个许可选项：

a) Physical Cores on a Server: You may license based on all of the physical cores on the server. If you choose this option, the number of licenses required equals the number of physical cores on the server multiplied by the applicable core factor located at http://go.microsoft.com/fwlink/?LinkID=229882.
服务器上的物理核心数：您可以根据服务器上的所有物理内核数购买许可。如果您选择此选项，则所需许可数等于服务器中的物理内核数乘以相关内核系数（http://go.microsoft.com/fwlink/?LinkID=229882）。

b) Individual Virtual OSE: You may license based on the virtual OSEs within the server in which you run the server software. If you choose this option, for each virtual OSE in which you run the server software, you need a number licenses equal to the number of virtual cores in the virtual OSE, subject to a minimum requirement of four licenses per virtual OSE. In addition, if any of these virtual cores is at any time mapped to more than one hardware thread, you need a license for each additional hardware thread mapped to that virtual core. Those licenses count toward the minimum requirement of four licenses per virtual OSE.
单个虚拟 OSE：您可以根据运行服务器软件的服务器内的虚拟 OSE 数购买许可。如果选择此选项，则根据每个虚拟 OSE 中需配备四个许可的最低要求，对于您运行服务器软件的每个虚拟 OSE，所需的许可数均等于虚拟 OSE 中的虚拟内核数。此外，无论何时，只要其中任一虚拟内核映射至一个以上硬件线程，您均需为额外映射至该虚拟内核的硬件线程购买一个许可。这些许可数均需满足每个 OSE 配备四个许可的最低要求。

2.3. Assigning the Required Number of Licenses to the Server:
将所需数量的许可分配给服务器：

Initial Assignment: After you determine the number of software licenses required for a server, you must assign that number of licenses to that server. The server to which a license is assigned is considered the "licensed server" for such license. You may not assign a license to more than one server. A hardware partition or blade is considered a separate server.
初始分配：在确定服务器需要的软件许可数量后，您必须将该数量的许可指定给该服务器。已分配许可的服务器视为该许可的"许可服务器"。您不可以将一个许可指定给一个以上的服务器。硬件分区或刀片视为单独的服务器。

Reassignment: You may reassign a license, but not within 90 days of its last assignment. You may reassign a license sooner if you retire the licensed server to which the license is assigned due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.
重新分配：您可以重新指定许可，但必须在上次指定后的 90 天内。若由于永久性硬件故障致使您停止使用许可的服务器，您可以立刻重新指定软件许可。如果您重新指定许可，接受您重新指定的许可的服务器成为该许可的新许可服务器。

2.4. **Running Instances of the Server Software**: Your right to run instances of the server software depends on the option chosen to determine the number of software licenses required:
服务器软件的运行实例：您运行服务器软件实例的权利取决于决定所需软件许可数时所选的选项：

a) Physical Cores on a Server: For each server to which you have assigned the required number of licenses as provided in Section 2.2(a), you may run on the licensed server any number of instances of the server software in the physical OSE.
服务器上的物理核心数：对于您按照第 2.2(b)条所述指定了所需许可数的每个服务器，您可在物理 OSE 中在许可服务器上运行该服务器软件任意数量的实例。

b) Individual Virtual OSEs: For each virtual OSE for which you have assigned the required number of licenses as provided in section 2.2(b) , you have the right to run any number of instances of the software in that virtual OSE.
单个虚拟 OSE：对于按照第 2.2(b)节所述为其指定了所需许可数的每个虚拟 OSE，您均有权在该虚拟 OSE 中运行该软件的任意数量的实例。

2.5. **Running Instances of the Additional Software**: You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any number of devices. You may use the additional software only with the server software directly, or indirectly through other additional software.
额外软件的运行实例：您可以在任何数量的设备上在物理或虚拟 OSE 中运行或以其他方式使用以下列出的任何数量的额外软件的实例。您只可直接或间接通过其他额外软件将额外软件使用于服务器软件。

- Business Intelligence Development Studio
- Client Tools Backward Compatibility
- Client Tools Connectivity
- Client Tools SDK
- Data Quality Client
- Data Quality Services
- Distributed Replay Client
- Distributed Replay Controller
- Management Tools – Basic
  Management Tools — 基本
- Management Tools – Complete
  Management Tools — 完整

- Reporting Services – SharePoint
- Reporting Services Add-in for SharePoint Products
  SharePoint 产品的 Reporting Services 加载项
- Master Data Services
- Sync Framework
- SQL Client Connectivity SDK
- SQL Server 2012 Books Online

2.6. **Creating and Storing Instances on Your Servers or Storage Media**: You have the additional rights listed below for each software license you acquire.
在服务器或存储媒体上创建和存储实例：针对您获得的每项软件许可，您具有下列额外权利。

a) You may create any number of instances of the server software and additional software.
您可以创建任何数量的服务器软件和额外软件实例。

b) You may store instances of the server software and additional software on any of your servers or storage media.
您可以在您的任何服务器或存储媒体上存储服务器软件和额外软件的实例。

c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).
您可以创建并存储服务器软件和额外软件的实例，仅为执行所述任何软件许可下服务器软件的实例的权利（如您不可将实例分配给第三方）。

2.7. **No Client Access Licenses (CALs) Required for Access**: Under this core license model, you do not need CALs for users or devices to access your instances of the server software.
进行访问无需获得客户端访问许可（CAL）：在这种内核许可模式下，您无需用户或设备的 CAL，即可访问服务器软件的实例。

3. USE RIGHTS FOR SERVER + CLIENT ACCESS LICENSE MODEL
服务器 + 客户端访问许可模式的使用权利

3.1. **Assigning the License to the Server**:
将许可指定给服务器：

a) Initial Assignment: Before you run any instance of the server software under a software license, you must assign that license to one of your servers. That server is considered the “licensed server” for such license. You may not assign the same license to more than one server, but you may assign other software licenses to the same server. A hardware partition or blade is considered to be a separate server.
初始分配：在根据软件许可运行服务器软件的任何实例之前，您必须将该许可指定给其中一个服务器。该服务器视为这类许可的“许可服务器”。您不可将同一许可指定给一个以上的服务器，但可以将其他软件许可指定给同一服务器。硬件分区或刀片视为单独的服务器。

b) Reassignment: You may reassign a software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.
重新分配：您可以重新指定软件许可，但必须在上次指定后的 90 天内。若由于永久性硬件故障致使您停止使用许可的服务器，您可以立刻重新指定软件许可。如果您重新指定许可，接受您重新指定的许可的服务器成为该许可的新许可服务器。

3.2. **Running Instances of the Server Software**: For each software license you assign to the server, you may run any number of instances of the server software in one physical or virtual OSE on the licensed server at a time.
服务器软件的运行实例：对于指定给该服务器的每个软件许可，您可以同时在一个物理或虚拟 OSE 中在许可服务器上运行任何数量的服务器软件实例。

3.3. **Running Instances of the Additional Software**: You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any number of devices. You may use the additional software only with the server software directly, or indirectly through other additional software.
额外软件的运行实例：您可以在任何数量的设备上在物理或虚拟 OSE 中运行或以其他方式使用以下列出的任何数量的额外软件的实例。您只可直接或间接通过其他额外软件将额外软件使用于服务器软件。

- Business Intelligence Development Studio
- Client Tools Backward Compatibility
- Client Tools Connectivity
- Client Tools SDK
- Data Quality Client
- Data Quality Services
- Distributed Replay Client
- Distributed Replay Controller
- Management Tools – Basic
  Management Tools — 基本
- Management Tools – Complete
  Management Tools — 完整
- Reporting Services – SharePoint
- Reporting Services Add-in for SharePoint Products
  SharePoint 产品的 Reporting Services 加载项
- Master Data Services
- Sync Framework
- SQL Client Connectivity SDK
- SQL Server 2012 Books Online

3.4. **Creating and Storing Instances on Your Servers or Storage Media**: You have the additional rights listed below for each software license you acquire.
在服务器或存储媒体上创建和存储实例：针对您获得的每项软件许可，您具有下列额外权利。

a) You may create any number of instances of the server software and additional software.
您可以创建任何数量的服务器软件和额外软件实例。

b) You may store instances of the server software and additional software on any of your servers or storage media.
您可以在您的任何服务器或存储媒体上存储服务器软件和额外软件的实例。

c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).
您可以创建并存储服务器软件和额外软件的实例，仅为执行所述任何软件许可下服务器软件的实例的权利（如您不可将实例分配给第三方）。

3.5. **Client Access Licenses (CALs)**:
客户端访问许可（CAL）：

a) **Initial Assignment of CALs**: You must acquire and assign a SQL Server 2012 CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device.
CAL 的初始分配：您必须获得并向直接或间接访问您的服务器软件实例的每个设备或用户指定一个 SQL Server 2012 CAL。硬件分区或刀片视为单独的设备。

- You do not need CALs for any of your servers licensed to run instances of the server software.
要运行服务器软件的实例，您无需为任何许可服务器获得 CAL。
- You do not need CALs for up to two devices or users to access your instances of the server software only to administer those instances.
如果访问服务器软件实例只为管理这些实例，则您无需为最多两个设备或用户获得 CAL。
- Your CALs permit access to your instances of earlier versions, but not later versions, of the server software. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.
CAL 允许访问先前版本的服务器软件实例，但不允许访问最新版本的服务器软件实例。如果您正在访问先前版本的实例，您可能也要使用该版本相应的 CAL。

b) **Types of CALs**: There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.
CAL 的类型：有两种类型的 CAL：一种用于设备，一种用于用户。每项设备 CAL 允许任何用户使用一台设备访问您的许可服务器上的服务器软件实例。每项用户 CAL 允许一位用户使用任何设备访问您的许可服务器上的服务器软件实例。您可以使用设备和用户 CAL 的组合。

c) **Reassignment of CALs**: You may
CAL 的重新分配：您可以

- permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
永久性地将一个设备的设备 CAL 重新指定给另一设备，或将一个用户的用户 CAL 重新指定给另一用户；或
- temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.
在不使用第一个设备时临时将设备 CAL 重新指定给替代设备，或在用户不在时将用户 CAL 临时重新指定给临时工作人员。

3.6. **Runtime-Restricted Use Software**: The software is "Runtime-Restricted Use" software; as such, it may only be used in conjunction with the Unified Solution. The software may not be used either:
运行时受限使用的软件：软件为"运行时受限使用"软件；因此，其只能与统一解决方案一同使用。软件不可用于以下用途：

i. to develop any new software applications;
开发任何新的软件应用程序；

ii. in conjunction with any software applications, databases or tables other than those contained in the Unified Solution; and/or
与不包含在统一解决方案中的任何软件应用程序、数据库或表格一起使用；和/或

iii. as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables. A CAL permits you to access instances of only the Runtime-Restricted User version of the server software licensed and delivered to you as part of the Unified Solution, in accordance with the other terms of the agreement.
作为单独软件应用程序进行使用。但是，上述条款并不妨碍您使用工具运行现有表格中的查询或报告。根据协议的其他条款，CAL 只允许您访问作为统一解决方案的一部分许可并交付给您的运行时受限用户版本服务器软件的实例。

4. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS
额外许可要求和/或使用权利

4.1. **Alternative Versions**:
备选版本：
The software may include more than one version, such as 32-bit and 64-bit. For each instance of the software that you are permitted to create, store and run, you may use either version.
该软件可能会包括多个版本，如 32 位和 64 位版本。对于每个获准创建、存储和运行的软件实例，您可以使用其中任一版本。

4.2. **Maximum Instances**: The software or your hardware may limit the number of instances of the server software that can run in physical or virtual OSEs on the server.
最多实例：软件或硬件可以限制可在物理或虚拟操作系统环境中在服务器上运行的服务器软件实例的数量。

4.3. **Multiplexing**: Hardware or software you use to
多路复用：用于以下目的的硬件或软件：

- pool connections,
连接池；
- reroute information, or

重新选定信息路由；以及

- reduce the number of devices or users that directly access or use the software
减少直接访问或使用软件的设备或用户数量

(sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses of any type that you need.
（有时称为“多路复用”或“共用”），不会减少您所需的任何类型的许可数量。

4.4. **No Separation of Server Software**: You may not separate the server software for use in more than one OSE under a single license, unless expressly permitted. This applies even if the OSEs are on the same physical hardware system.
不分割服务器软件：除非明确许可，您不可以分割服务器软件，以在一项单独许可下用于一个以上操作系统环境。即使 OSE 在同一物理硬件系统中，该条款同样适用。

4.5. **Fail-over Server**: For any OSE in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate OSE for temporary support. You may run the passive fail-over instances on a server other than the licensed server. However, if you have licensed the server software under section 2.2(a) and the OSE in which you run the passive fail-over instances is on a separate server, the number of physical cores on the separate server must not exceed the number of physical cores on the licensed server and the core factor for the physical processors in that server must be the same or lower than the core factor for the physical processors in the licensed server. If you have licensed the server software under section 2.2(b), the number of hardware threads used in that separate OSE must not exceed the number of hardware threads used in the corresponding OSE in which the active instances run.
故障切换服务器：对于您运行服务器软件实例的任何 OSE，您可以在单独的 OSE 中运行相同数量的被动故障切换实例以获得临时支持。您可以在除许可服务器以外的服务器上运行被动故障切换实例。但如您已经根据第 2.2(a)节许可服务器软件，且运行被动故障切换实例的 OSE 位于单独的服务器上，则单独服务器上的物理内核数不得超过许可服务器上的物理内核数，且该服务器中的物理处理器的内核系数必须等于或小于许可服务器中物理处理器的内核系数。如您已经根据第 2.2(b)节许可服务器软件，则该单独 OSE 中使用的硬件线程数不得超过活动实例运行所在的对应 OSE 中使用的硬件线程数。

4.6. **SQL Server Reporting Services Map Report Item**: The software may include features that retrieve content such as maps, images and other data through the Bing Maps (or successor branded) application programming interface (the "Bing Maps APIs"). The purpose of these features is to create reports displaying data on top of maps, aerial and hybrid imagery. If these features are included, you may use them to create and view dynamic or static documents. This may be done only in conjunction with and through methods and means of access integrated in the software. You may not otherwise copy, store, archive, or create a database of the content available through the Bing Maps APIs. You may not use the following for any purpose even if they are available through the Bing Maps APIs:
SQL Server Reporting Services 地图报表项目：该软件可能包括许多通过 Bing Maps（或后续品牌）应用程序编程接口（“Bing Maps API”）检索内容（如地图、图像和其他数据）的功能。这些功能旨在创建报表，以显示地图、航拍图像和混合图像顶部的数据。如果提供这些功能，您便可以用来创建和查看动态或静态文档。但这一操作仅可通过结合或利用软件中集成的访问方法和手段才能实现。您不得以任何其他方式使用通过 Bing Maps API 获得的内容来复制、存储、存档或创建数据库。即使以下各项内容可以通过 Bing Maps API 获得，您亦不得出于任何目的使用：

- Bing Maps APIs to provide sensor based guidance/routing, or
Bing Maps API 用来提供基于传感器的指导/路线的内容，或
- any Road Traffic Data or Bird's Eye Imagery (or associated metadata.
任何公路交通数据或鸟瞰图（或相关的元数据）。

Your use of the Bing Maps APIs and associated content is also subject to the additional terms and conditions at go.microsoft.com/fwlink/?LinkId=21969.
此外，使用 Bing Maps API 及其相关内容时，还需遵循 go.microsoft.com/fwlink/?LinkId=21969 中的其他条款和条件。

4.7. **Included Microsoft Programs**: The software includes other Microsoft programs listed at http://go.microsoft.com/fwlink/?LinkID=231864, which are licensed under the terms and conditions associated with them. You may only use these programs in conjunction with the software licensed here. If you do not accept the license terms associated with a program, you may not use that program.
包含的 Microsoft 程序：该软件包括 http://go.microsoft.com/fwlink/?LinkID=231864 中列出的其他 Microsoft 程序，这些程序依据相关的条款和条件获得许可。您仅可将这些程序与此处许可的软件结合使用。如果您不接受程序的相关许可条款，则无法使用该程序。

5. INTERNET-BASED SERVICES
基于互联网的服务

Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
Microsoft 为软件提供基于互联网的服务。该服务可在任何时候变更或取消。

6. BENCHMARK TESTING
基准测试

You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Microsoft .NET Framework (see below).
您必须取得 Microsoft 的事先书面批准，方能向第三方披露软件基准测试的结果。但这一条并不适用于 Microsoft .NET Framework（参见下文）。

7. .NET FRAMEWORK SOFTWARE
.NET FRAMEWORK 软件

The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software
该软件包含 Microsoft .NET Framework 软件。此软件属于 Windows 的一部分。Windows 的许可条款同样适用于.NET Framework 软件的使用情况

8. MICROSOFT .NET FRAMEWORK BENCHMARK TESTING
MICROSOFT .NET FRAMEWORK 基准测试

The software includes one or more components of the .NET Framework (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set

forth at go.microsoft.com/fwlink/?LinkID=66406. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at go.microsoft.com/fwlink/?LinkID=66406.
软件包含.NET Framework 的一个或多个组件（简称“.NET 组件”）。您可以对这些组件进行内部基准测试。您可以公布这些组件的任何基准测试结果，前提是您必须遵守 go.microsoft.com/fwlink/?LinkID=66406 中列出的条款。尽管您与 Microsoft 签订了任何其他协议，如果您公布这些基准测试结果，Microsoft 将有权公布包含适当.NET 组件的您的产品的基准测试结果，前提是其遵守 go.microsoft.com/fwlink/?LinkID=66406. 中列出的相同条款。

9. SCOPE OF LICENSE

许可范围

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绕过软件中的任何技术限制；
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
对软件进行反向工程、反编译或分解。尽管有本项限制，但有关法律明确规定允许的除外，且只能在法律允许范围内进行；
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
制作的软件副本数超过本协议中规定的数量，或超过适用法律允许的数量，无论本限制条款如何规定均是如此；
- publish the software, including any application programming interfaces included in the software, for others to copy;
发布软件（包括该软件附带的任何应用程序编程接口），供他人复制；
- share or otherwise distribute documents, text or images created using the software Data Mapping Services features;
共享或以其他方式分发使用软件数据映射服务功能创建的文档、文本或图像；
- rent, lease or lend the software; or
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- use the software for commercial software hosting services.
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10. BACKUP COPY

备份副本

You may make one backup copy of the software media. You may use it only to create instances of the software.
您可以备份软件媒体的一个副本。您只可将其用于创建软件实例。

11. DOCUMENTATION

文档

Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
有权访问您的计算机或内网的任何人可以复制和使用文档用于内部参考目的。

12. NOT FOR RESALE SOFTWARE

不可转售软件

You may not sell software marked as “NFR” or “Not for Resale.”
您不可以出售标记为“NFR”或“不得转售”的软件。

13. ACADEMIC EDITION SOFTWARE

学术版软件

You must be a “Qualified Educational User” to use software marked as “Academic Edition” or “AE.” If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.
要使用标记为“学术版”或“AE”的软件，您必须是“合格教育用户”。如果不知道自己是否为合格教育用户，请访问 www.microsoft.com/education 或联系您所在国家/地区的 Microsoft 附属公司。

14. PROOF OF LICENSE

许可证明

If you acquired the software on a disc or other media, a genuine Microsoft Proof of License label with a genuine copy of the software identifies licensed software. To be valid, this label must appear on Microsoft packaging and may not be transferred separately. If you receive the label separately, it is invalid. You should keep the packaging that has the label on it to prove that you are licensed to use the software. To identify genuine Microsoft software, see www.howtotell.com.

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15. TRANSFER TO A THIRD PARTY

向第三方转让

The first user of the software may transfer it and this agreement directly to another end user as part of a transfer of the integrated software turnkey application or suite of applications (the "Unified Solution") delivered to you by or on behalf of the Licensor solely as part of the Unified Solution. Before the transfer, that end user must agree that this agreement applies to the transfer and use of the software. The transfer must include the software and the Proof of License label. The first user may not retain any instances of the software unless that user also retains another license for the software.

作为转让许可方或其代表交付给您的统一解决方案的一部分，软件的第一用户可将软件和本协议作为集成软件总控应用程序或应用程序套件（简称"统一解决方案"）的一部分直接转让给另一最终用户。转让前，该最终用户必须同意本协议适用于软件的转让和使用。此转让必须包含该软件和"许可证明"标签。第一用户不得保留任何软件实例，除非该用户也持有软件的其他许可。

16. EXPORT RESTRICTIONS

出口限制

The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

软件受到美国出口法律和法规的限制。您必须遵守适用于软件的所有国内外出口法律和法规。这些法律包括对目的地、最终用户和最终用途的限制。有关其他信息，请参见 www.microsoft.com/exporting。

17. ENTIRE AGREEMENT

完整协议

This agreement and the terms for supplements, updates, Internet-based services that you use, are the entire agreement for the software.

本协议及补充、更新和您使用的基于互联网的服务的条款构成完整的软件协议。

18. LEGAL EFFECT

法律效力

This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the Licensor from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

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不容错

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20. NO WARRANTIES BY MICROSOFT

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22. FOR AUSTRALIA ONLY

仅限澳大利亚

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如果《澳大利亚消费者法》适用于您的购买行为，则以下内容也适用于您：我们商品附带提供的担保包含在《澳大利亚消费者法》范围之内。如果出现严重故障，您将有权更换产品或予以退款；如有其他任何合理的、可预见的损失或损害，您将有权获得赔偿。如果商品无法达到可接受的质量，但并未造成重大损害，您也有权要求维修或更换商品。

Microsoft® SQL Server™ 2012, Standard Edition (Core-based Runtime) Software
Microsoft® SQL Server™ 2012，Standard Edition (Core-based Runtime) 软件

1. OVERVIEW
概述

1.1. **Software**: The software includes
软件：软件包括

- server software, and
服务器软件和
- additional software that may only be used with the server software directly, or indirectly through other additional software.
仅可直接或通过其他额外软件间接使用于服务器软件的额外软件。

1.2. **License Model**: The software is licensed based on either the:
许可模式：该软件根据以下两种方式之一获得许可：

- **Core License Model** – the number of physical and/or virtual cores in the server; or
内核许可模式 – 服务器中物理内核数和/或虚拟内核数；或
- **Server + Client** – the number of instances of server software that you run, and the number of devices and users that access instances of server software.
服务器和客户端 – 您运行的服务器软件的实例数，以及访问服务器软件实例的用户数和设备数。

1.3. **Licensing Terminology**:
许可术语：

- **Instance**: You create an "instance" of the software by executing the software's setup or install procedure. You also create an instance of the software by duplicating an existing instance. References to the "software" in this agreement include "instances" of the software.
实例：可以通过执行软件的设置或安装程序生成软件"实例"。也可以通过复制现有的实例来生成软件实例。本协议中提及的"软件"包括软件"实例"。
- **Run an Instance**: You "run an instance" of the software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
运行实例：要运行软件的实例，将其加载到存储器并执行其一项或多项指令。运行后，实例视为正在运行（无论其指令是否继续执行），直到从存储器中移除。
- **Operating System Environment** ("**OSE**"): An "operating system environment" or "OSE" is
操作系统环境（"**OSE**"）：操作系统环境或（或简称为"OSE"）是
  i. all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights; and
  授予单独的机器识别号（主要计算机名称或类似的唯一标示符）或单独管理权限的全部或部分操作系统实例，或者全部或部分虚拟（或仿真）操作系统实例；
  ii. instances of applications, if any, configured to run on the operating system instance or parts identified above.
  经过配置在操作系统实例或以上指定的部件上运行的应用程序实例（如有）。

  A physical hardware system can have either or both of the following:
  物理硬件系统可能具有以下一种或几种环境：
  - one physical operating system environment;
  一种物理操作系统环境；
  - one or more virtual operating system environments.
  一种或多种虚拟操作系统环境。

  A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment.
  物理操作系统环境经过配置可直接在物理硬件系统上运行。用于运行硬件虚拟化软件或提供硬件虚拟化服务（如 Microsoft 虚拟化技术或类似技术）的操作系统实例被视为物理操作系统环境的一部分。

  A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system.
  虚拟操作系统环境经过配置可在虚拟（或仿真）硬件系统上运行。
- **Server**: A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
服务器：服务器是能够运行服务器软件的物理硬件系统。硬件分区或刀片视为单独的物理硬件系统。
- **Physical Core**: A physical core is a core in a physical processor. A physical processor consists of one or more physical cores.
物理内核：物理内核是物理处理器中的核心。物理处理器由一个或多个物理内核组成。

- **Hardware Thread**: A hardware thread is either a physical core or a hyper-thread in a physical processor.
  硬件线程：硬件线程是指物理处理器中的物理内核或超线程。
- **Virtual Core**: A virtual core is the unit of processing power in a virtual (or otherwise emulated) hardware system. A virtual core is the virtual representation of one or more hardware threads. Virtual OSEs use one or more virtual cores.
  虚拟内核：虚拟内核是指虚拟（或以其他方式仿真的）硬件系统中的处理能力单位。虚拟内核是一个或多个硬件线程的虚拟表示。虚拟操作系统环境使用一个或多个虚拟内核。
- **Assigning a License**: To assign a license is to designate that license to a server, device or user as indicated below.
  分配许可：分配许可是指按如下所述将该许可指定给服务器、设备或用户。
- **Core Factor**: The core factor is a numerical value associated with a specific physical processor for purposes of determining the number of licenses required to license all of the physical cores on a server.
  内核系数：内核系数是指与特定物理处理器相关的、旨在确定许可服务器上所有物理内核所需的许可数的数值。

2. USE RIGHTS FOR CORE LICENSE MODEL
内核许可模式的使用权利

2.1. **Licensing a Server**: Before you run instances of the server software on a server, you must determine the number of software licenses required and assign those licenses to that server as described below.
许可服务器：在服务器上运行服务器软件的实例之前，您必须按以下方式确定软件许可的所需数量，并将这些许可指定给服务器。

2.2. **Determining the Number of Licenses Required**: You have two license options:
确定所需的许可数量：您有两个许可选项：

a) Physical Cores on a Server: You may license based on all of the physical cores on the server. If you choose this option, the number of licenses required equals the number of physical cores on the server multiplied by the applicable core factor located at http://go.microsoft.com/fwlink/?LinkID=229882.
服务器上的物理核心数：您可以根据服务器上的所有物理内核数购买许可。如果您选择此选项，则所需许可数等于服务器中的物理内核数乘以相关内核系数（http://go.microsoft.com/fwlink/?LinkID=229882）。

b) Individual Virtual OSE: You may license based on the virtual OSEs within the server in which you run the server software. If you choose this option, for each virtual OSE in which you run the server software, you need a number licenses equal to the number of virtual cores in the virtual OSE, subject to a minimum requirement of four licenses per virtual OSE. In addition, if any of these virtual cores is at any time mapped to more than one hardware thread, you need a license for each additional hardware thread mapped to that virtual core. Those licenses count toward the minimum requirement of four licenses per virtual OSE.
单个虚拟 OSE：您可以根据运行服务器软件的服务器内的虚拟 OSE 数购买许可。如果选择此选项，则根据每个虚拟 OSE 中需配备四个许可的最低要求，对于您运行服务器软件的每个虚拟 OSE，所需的许可数均等于虚拟 OSE 中的虚拟内核数。此外，无论何时，只要其中任一虚拟内核映射至一个以上硬件线程，您均需为额外映射至该虚拟内核的硬件线程购买一个许可。这些许可数均需满足每个 OSE 配备四个许可的最低要求。

2.3. **Assigning the Required Number of Licenses to the Server**:
将所需数量的许可分配给服务器：

Initial Assignment: After you determine the number of software licenses required for a server, you must assign that number of licenses to that server. The server to which a license is assigned is considered the "licensed server" for such license. You may not assign a license to more than one server. A hardware partition or blade is considered a separate server.
初始分配：在确定服务器需要的软件许可数量后，您必须将该数量的许可指定给该服务器。已分配许可的服务器视为该许可的"许可服务器"。您不可以将一个许可指定给一个以上的服务器。硬件分区或刀片视为单独的服务器。

Reassignment: You may reassign a license, but not within 90 days of its last assignment. You may reassign a license sooner if you retire the licensed server to which the license is assigned due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.
重新分配：您可以重新指定许可，但必须在上次指定后的 90 天内。若由于永久性硬件故障致使您停止使用许可的服务器，您可以立刻重新指定软件许可。如果您重新指定许可，接受您重新指定的许可的服务器成为该许可的新许可服务器。

2.4. **Running Instances of the Server Software**: Your right to run instances of the server software depends on the option chosen to determine the number of software licenses required:
服务器软件的运行实例：您运行服务器软件实例的权利取决于决定所需软件许可数时所选的选项：

a) Physical Cores on a Server: For each server to which you have assigned the required number of licenses as provided in Section 2.2(a), you may run on the licensed server any number of instances of the server software in the physical OSE.
服务器上的物理核心数：对于您按照第 2.2(b)条所述指定了所需许可数的每个服务器，您可在物理 OSE 中在许可服务器上运行该服务器软件任意数量的实例。

b) Individual Virtual OSEs: For each virtual OSE for which you have assigned the required number of licenses as provided in section 2.2(b) , you have the right to run any number of instances of the software in that virtual OSE.
单个虚拟 OSE：对于按照第 2.2(b)节所述为其指定了所需许可数的每个虚拟 OSE，您均有权在该虚拟 OSE 中运行该软件的任意数量的实例。

2.5. **Running Instances of the Additional Software**: You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any number of devices. You may use the additional software only with the server software directly, or indirectly through other additional software.
额外软件的运行实例：您可以在任何数量的设备上在物理或虚拟 OSE 中运行或以其他方式使用以下列出的任何数量的额外软件的实例。您只可直接或间接通过其他额外软件将额外软件使用于服务器软件。

- Business Intelligence Development Studio
- Client Tools Backward Compatibility
- Client Tools Connectivity
- Client Tools SDK

- Data Quality Client
- Data Quality Services
- Distributed Replay Client
- Distributed Replay Controller
- Management Tools – Basic
  Management Tools — 基本
- Management Tools – Complete
  Management Tools — 完整
- Reporting Services – SharePoint
- Reporting Services Add-in for SharePoint Products
  SharePoint 产品的 Reporting Services 加载项
- Master Data Services
- Sync Framework
- SQL Client Connectivity SDK
- SQL Server 2012 Books Online

2.6. **Creating and Storing Instances on Your Servers or Storage Media**: You have the additional rights listed below for each software license you acquire.
在服务器或存储媒体上创建和存储实例：针对您获得的每项软件许可，您具有下列额外权利。

a) You may create any number of instances of the server software and additional software.
您可以创建任何数量的服务器软件和额外软件实例。

b) You may store instances of the server software and additional software on any of your servers or storage media.
您可以在您的任何服务器或存储媒体上存储服务器软件和额外软件的实例。

c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).
您可以创建并存储服务器软件和额外软件的实例，仅为执行所述任何软件许可下服务器软件的实例的权利（如您不可将实例分配给第三方）。

2.7. **No Client Access Licenses (CALs) Required for Access**: Under this core license model, you do not need CALs for users or devices to access your instances of the server software.
进行访问无需获得客户端访问许可（CAL）：在这种内核许可模式下，您无需用户或设备的 CAL，即可访问服务器软件的实例。

2.8. **Runtime-Restricted Use Software:** The software is "Runtime-Restricted Use" software; as such, it may only be used to run the Unified Solution solely as part of the Unified Solution. The software may not be used either
运行时受限使用的软件：软件为"运行时受限使用"软件；因此，其只能作为统一解决方案的一部分用于运行统一解决方案。软件不可用于以下用途：

- to develop any new software applications;
  开发任何新的软件应用程序；
- in conjunction with any software applications, databases or tables other than those contained in the Unified Solution; and/or
  与不包含在统一解决方案中的任何软件应用程序、数据库或表格一起使用；和/或
- as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables.
  作为单独软件应用程序进行使用。但是，上述条款并不妨碍您使用工具运行现有表格中的查询或报告。

3. USE RIGHTS FOR SERVER + CLIENT ACCESS LICENSE MODEL
服务器 + 客户端访问许可模式的使用权利

3.1. **Assigning the License to the Server**:
将许可指定给服务器：

a) Initial Assignment: Before you run any instance of the server software under a software license, you must assign that license to one of your servers. That server is considered the "licensed server" for such license. You may not assign the same license to more than one server, but you may assign other software licenses to the same server. A hardware partition or blade is considered to be a separate server.
初始分配：在根据软件许可运行服务器软件的任何实例之前，您必须将该许可指定给其中一个服务器。该服务器视为这类许可的"许可服务器"。您不可将同一许可指定给一个以上的服务器，但可以将其他软件许可指定给同一服务器。硬件分区或刀片视为单独的服务器。

b) Reassignment: You may reassign a software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.
重新分配：您可以重新指定软件许可，但必须在上次指定后的 90 天内。若由于永久性硬件故障致使您停止使用许可的服务器，您可以立刻重新指定软件许可。如果您重新指定许可，接受您重新指定的许可的服务器成为该许可的新许可服务器。

3.2. **Running Instances of the Server Software**: For each software license you assign to the server, you may run any number of instances of the server software in one physical or virtual OSE on the licensed server at a time.
服务器软件的运行实例：对于指定给该服务器的每个软件许可，您可以同时在一个物理或虚拟 OSE 中在许可服务器上运行任何数量的服务器软件实例。

3.3. **Running Instances of the Additional Software**: You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any number of devices. You may use the additional software only with the server software directly, or indirectly through other additional software.
额外软件的运行实例：您可以在任何数量的设备上在物理或虚拟 OSE 中运行或以其他方式使用以下列出的任何数量的额外软件的实例。您只可直接或间接通过其他额外软件将额外软件使用于服务器软件。

- Business Intelligence Development Studio

- Client Tools Backward Compatibility
- Client Tools Connectivity
- Client Tools SDK
- Data Quality Client
- Data Quality Services
- Distributed Replay Client
- Distributed Replay Controller
- Management Tools – Basic
  Management Tools — 基本
- Management Tools – Complete
  Management Tools — 完整
- Reporting Services – SharePoint
- Reporting Services Add-in for SharePoint Products
  SharePoint 产品的 Reporting Services 加载项
- Master Data Services
- Sync Framework
- SQL Client Connectivity SDK
- SQL Server 2012 Books Online

3.4. **Creating and Storing Instances on Your Servers or Storage Media**: You have the additional rights listed below for each software license you acquire.
在服务器或存储媒体上创建和存储实例：针对您获得的每项软件许可，您具有下列额外权利。

a) You may create any number of instances of the server software and additional software.
您可以创建任何数量的服务器软件和额外软件实例。

b) You may store instances of the server software and additional software on any of your servers or storage media.
您可以在您的任何服务器或存储媒体上存储服务器软件和额外软件的实例。

c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).
您可以创建并存储服务器软件和额外软件的实例，仅为执行所述任何软件许可下服务器软件的实例的权利（如您不可将实例分配给第三方）。

3.5. Client Access Licenses (CALs):
客户端访问许可（CAL）：

a) **Initial Assignment of CALs**: You must acquire and assign a SQL Server 2012 CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device.
CAL 的初始分配：您必须获得并向直接或间接访问您的服务器软件实例的每个设备或用户指定一个 SQL Server 2012 CAL。硬件分区或刀片视为单独的设备。

- You do not need CALs for any of your servers licensed to run instances of the server software.
  要运行服务器软件的实例，您无需为任何许可服务器获得 CAL。
- You do not need CALs for up to two devices or users to access your instances of the server software only to administer those instances.
  如果访问服务器软件实例只为管理这些实例，则您无需为最多两个设备或用户获得 CAL。
- Your CALs permit access to your instances of earlier versions, but not later versions, of the server software. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.
  CAL 允许访问先前版本的服务器软件实例，但不允许访问最新版本的服务器软件实例。如果您正在访问先前版本的实例，您可能也要使用该版本相应的 CAL。

b) **Types of CALs**: There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.
CAL 的类型：有两种类型的 CAL：一种用于设备，一种用于用户。每项设备 CAL 允许任何用户使用一台设备访问您的许可服务器上的服务器软件实例。每项用户 CAL 允许一位用户使用任何设备访问您的许可服务器上的服务器软件实例。您可以使用设备和用户 CAL 的组合。

c) **Reassignment of CALs**: You may
CAL 的重新分配：您可以

- permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
  永久性地将一个设备的设备 CAL 重新指定给另一设备，或将一个用户的用户 CAL 重新指定给另一用户；或
- temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.
  在不使用第一个设备时临时将设备 CAL 重新指定给替代设备，或在用户不在时将用户 CAL 临时重新指定给临时工作人员。

4. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS
额外许可要求和/或使用权利

4.1. **Alternative Versions**: The software may include more than one version, such as 32-bit and 64-bit. For each instance of the software that you are permitted to create, store and run, you may use either version.
备选版本：该软件可能会包括多个版本，如 32 位和 64 位版本。对于每个获准创建、存储和运行的软件实例，您可以使用其中任一版本。

4.2. **Maximum Instances**: The software or your hardware may limit the number of instances of the server software that can run in physical or virtual OSEs on the server.
最多实例：软件或硬件可以限制可在物理或虚拟操作系统环境中在服务器上运行的服务器软件实例的数量。

4.3. **Multiplexing**: Hardware or software you use to

多路复用：用于以下目的的硬件或软件：

- pool connections,
  连接池；
- reroute information, or
  重新选定信息路由；以及
- reduce the number of devices or users that directly access or use the software
  减少直接访问或使用软件的设备或用户数量

(sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses of any type that you need.
（有时称为“多路复用”或“共用”），不会减少您所需的任何类型的许可数量。

4.4. **No Separation of Server Software**: You may not separate the server software for use in more than one OSE under a single license, unless expressly permitted. This applies even if the OSEs are on the same physical hardware system.
不分割服务器软件：除非明确许可，您不可以分割服务器软件，以在一项单独许可下用于一个以上操作系统环境。即使 OSE 在同一物理硬件系统中，该条款同样适用。

4.5. **Fail-over Server**: For any OSE in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate OSE for temporary support. You may run the passive fail-over instances on a server other than the licensed server. However, if you have licensed the server software under section 2.2(a) and the OSE in which you run the passive fail-over instances is on a separate server, the number of physical cores on the separate server must not exceed the number of physical cores on the licensed server and the core factor for the physical processors in that server must be the same or lower than the core factor for the physical processors in the licensed server. If you have licensed the server software under section 2.2(b), the number of hardware threads used in that separate OSE must not exceed the number of hardware threads used in the corresponding OSE in which the active instances run.
故障切换服务器：对于您运行服务器软件实例的任何 OSE，您可以在单独的 OSE 中运行相同数量的被动故障切换实例以获得临时支持。您可以在除许可服务器以外的服务器上运行被动故障切换实例。但如您已经根据第 2.2(a)节许可服务器软件，且运行被动故障切换实例的 OSE 位于单独的服务器上，则单独服务器上的物理内核数不得超过许可服务器上的物理内核数，且该服务器中的物理处理器的内核系数必须等于或小于许可服务器中物理处理器的内核系数。如您已经根据第 2.2(b)节许可服务器软件，则该单独 OSE 中使用的硬件线程数不得超过活动实例运行所在的对应 OSE 中使用的硬件线程数。

4.6. **SQL Server Reporting Services Map Report Item**: The software may include features that retrieve content such as maps, images and other data through the Bing Maps (or successor branded) application programming interface (the “Bing Maps APIs”). The purpose of these features is to create reports displaying data on top of maps, aerial and hybrid imagery. If these features are included, you may use them to create and view dynamic or static documents. This may be done only in conjunction with and through methods and means of access integrated in the software. You may not otherwise copy, store, archive, or create a database of the content available through the Bing Maps APIs. You may not use the following for any purpose even if they are available through the Bing Maps APIs:
SQL Server Reporting Services 地图报表项目：该软件可能包括许多通过 Bing Maps（或后续品牌）应用程序编程接口（“Bing Maps API”）检索内容（如地图、图像和其他数据）的功能。这些功能旨在创建报表，以显示地图、航拍图像和混合图像顶部的数据。如果提供这些功能，您便可以用来创建和查看动态或静态文档。但这一操作仅可通过结合或利用软件中集成的访问方法和手段才能实现。您不得以任何其他方式使用通过 Bing Maps API 获得的内容来复制、存储、存档或创建数据库。即使以下各项内容可以通过 Bing Maps API 获得，您亦不得出于任何目的使用：

- Bing Maps APIs to provide sensor based guidance/routing, or
  Bing Maps API 用来提供基于传感器的指导/路线的内容，或
- any Road Traffic Data or Bird’s Eye Imagery (or associated metadata.
  任何公路交通数据或鸟瞰图（或相关的元数据）。

Your use of the Bing Maps APIs and associated content is also subject to the additional terms and conditions at go.microsoft.com/fwlink/?LinkId=21969.
此外，使用 Bing Maps API 及其相关内容时，还需遵循 go.microsoft.com/fwlink/?LinkId=21969 中的其他条款和条件。

4.7. **Included Microsoft Programs**: The software includes other Microsoft programs listed at http://go.microsoft.com/fwlink/?LinkID=231864, which are licensed under the terms and conditions associated with them. You may only use these programs in conjunction with the software licensed here. If you do not accept the license terms associated with a program, you may not use that program.
包含的 Microsoft 程序：该软件包括 http://go.microsoft.com/fwlink/?LinkID=231864 中列出的其他 Microsoft 程序，这些程序依据相关的条款和条件获得许可。您仅可将这些程序与此处许可的软件结合使用。如果您不接受程序的相关许可条款，则无法使用该程序。

5. INTERNET-BASED SERVICES
基于互联网的服务

Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
Microsoft 为软件提供基于互联网的服务。该服务可在任何时候变更或取消。

6. BENCHMARK TESTING
基准测试

You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Microsoft .NET Framework (see below).
您必须取得 Microsoft 的事先书面批准，方能向第三方披露软件基准测试的结果。但这一条并不适用于 Microsoft .NET Framework（参见下文）。

7. .NET FRAMEWORK SOFTWARE
.NET FRAMEWORK 软件

The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software
该软件包含 Microsoft .NET Framework 软件。此软件属于 Windows 的一部分。Windows 的许可条款同样适用于.NET Framework 软件的使用情况

8. MICROSOFT .NET FRAMEWORK BENCHMARK TESTING
MICROSOFT .NET FRAMEWORK 基准测试

The software includes one or more components of the .NET Framework ("**.NET Components**"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at go.microsoft.com/fwlink/?LinkID=66406. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at go.microsoft.com/fwlink/?LinkID=66406.
软件包含.NET Framework 的一个或多个组件（简称"**.NET 组件**"）。您可以对这些组件进行内部基准测试。您可以公布这些组件的任何基准测试结果，前提是您必须遵守 go.microsoft.com/fwlink/?LinkID=66406 中列出的条款。尽管您与 Microsoft 签订了任何其他协议，如果您公布这些基准测试结果，Microsoft 将有权公布包含适当.NET 组件的您的产品的基准测试结果，前提是其遵守 go.microsoft.com/fwlink/?LinkID=66406 中列出的相同条款。

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You may make one backup copy of the software media. You may use it only to create instances of the software.
您可以备份软件媒体的一个副本。您只可将其用于创建软件实例。

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Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
有权访问您的计算机或内网的任何人可以复制和使用文档用于内部参考目的。

12. NOT FOR RESALE SOFTWARE
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You may not sell software marked as "NFR" or "Not for Resale."
您不可以出售标记为"NFR"或"不得转售"的软件。

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You must be a "Qualified Educational User" to use software marked as "Academic Edition" or "AE." If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.
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The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.
软件受到美国出口法律和法规的限制。您必须遵守适用于软件的所有国内外出口法律和法规。这些法律包括对目的地、最终用户和最终用途的限制。有关其他信息，请参见 www.microsoft.com/exporting。

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Exhibit 5 - Pass Through Terms for Directories
附件 5 — 目录的传递条款

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AUSTRALIA ADDRESS DIRECTORY (AUSTRALIAN POSTAL CORPORATION):
澳大利亚地址目录（澳大利亚邮政公司）：

1. INTERPRETATION
解释

1.1. Definitions
定义

"**Agreement**" means this agreement for the supply and license of the Solution to the End User, and includes the Schedules.
"**协议**"是指就向最终用户提供和许可解决方案达成的协议（本协议），其中包括附录。

"**Australia Post**" means the Australian Postal Corporation, including, where permitted by context, all of the Australia Post's officers, employees, agents and contractors.
"**澳大利亚邮政**"是指澳大利亚邮政公司，在上下文允许的情况下，包括澳大利亚邮政的所有高级职员、员工、代理和承包商。

"**Australia Post Data**" means each data set which is supplied and licensed to the Licensor by Australia Post, and licensed by the Licensor to the End User, as specified in each Schedule.
"**澳大利亚邮政数据**"是指由澳大利亚邮政向许可方提供并授予许可，然后由许可方依据各个附录规定再许可给最终用户的各个数据集。

"**Business Day**" means a day other than a Saturday, Sunday or gazetted public holiday in Victoria, Australia or an Australia Post authorised holiday.
"**工作日**"是指除周六、周日或澳大利亚维多利亚州公告的公休日或澳大利亚邮政法定假日以外的任一天。

"**Claim**" means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, whether at Law, in equity, under statute or otherwise.
"**诉讼**"是指任何指控、债务、案由、责任、索赔、程序、诉讼或以任何形式引起的任何性质的需求，且无论发生于现在还是未来，已确定还是未确知，实际发生还是可能发生，也无论是基于法律、衡平法、法令还是其他规定。

"**Corporate Group**" means a group of Single Legal Entities consisting of the Corporate Group Owner and up to nine nominated Subsidiaries (as defined in the Corporates Act) of the Corporate Group Owner.
"**公司集团**"是指单个法人实体集团，该集团由公司集团所有者和该公司集团所有者下属的最多九家提名子公司（见公司法中的定义）组成。

"**Corporate Group Owner**" means a Single Legal Entity that is the Holding Company (as defined in the Corporations Act) of each of the other entities of the Corporate Group.
"**公司集团所有者**"是指单个法人实体，即公司集团其他各个实体的控股公司（见公司法中的定义）。

"**Corporations Act**" means the Corporations Act 2001 (Cth).
"**公司法**"是指《2001 年公司法》（Corporations Act 2001 (Cth)）。

"**End User**" means a Single Legal Entity or Corporate Group Owner authorised to use the Solution granted by the Licensor in accordance with this Agreement.
"**最终用户**"是指经授权使用许可方依据本协议提供的解决方案的单个法人实体或公司集团所有者。

"**Intellectual Property Rights**" means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trademarks, know-how, confidential information, patents, inventions, domain names and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.
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"**Loss**" means any damage, loss, cost and expense (including legal and other professional advisors' costs and expenses) suffered by a party.
"**损失**"是指其中一方所遭遇的任何损害、损失、成本和费用（包括法律顾问和其他专业顾问的成本和费用）。

"**Material Term**" means clauses 3.1.c), 3.1.d) and 4 of this Agreement.
"实质性条款"是指本协议第 3.1.c)、3.1.d)和 4 条。

"**Permitted Purpose**" means the permitted purpose as defined in the relevant Schedule.
"**许可用途**"是指相关附录中定义的许可用途。

"**Personal Information**" has the meaning given in the Privacy Act 1988 (Cth) (as amended).
"**个人信息**"拥有《1988 年隐私法案》（Privacy Act 1988 (Cth)）（修订版）对其赋予的含义。

"**Privacy Law**" means all Commonwealth, State and Territory legislation, principles, industry codes and policies relating to the collection, use, disclosure, storage or granting of access rights to the Personal Information including, but not limited to the Privacy Act 1988 (as amended from time to time).
"**隐私法**"是指与收集、使用、披露、存储个人信息或授予个人信息访问权利有关的所有联合体、国家或地区法律、原则、行业法案和策略，包括但不限于《1988 年隐私法案》（不定时修订）。

"**Prohibited Purpose**" means each of the prohibited purposes as defined in the relevant Schedule.
"**禁止用途**"是指相关附录中指定的各个禁止用途。

"**Related Body Corporate**" has the meaning in the Corporations Act.
"**相关法人团体**"拥有《公司法》对其赋予的含义。

"**Representative**" of a party includes an employee, agent, officer, director, adviser, contractor or sub-contractor of that party or of a Related Body Corporate of that party.
其中一方的**"代表"**包括该方或该方相关法人团体的员工、代理、高级职员、管理人员、顾问、承包商或分包商。

"**Single Legal Entity**" means an individual person, body corporate or other legal entity and for the purposes of the government means an individual Agency as defined under the Financial Management and Accountability Act 1997 or an individual Commonwealth authority or company under the Commonwealth Authorities and Companies Act 1997.
"**单个法人实体**"是指个人、法人团体或其他法人实体，且对于政府而言，是指《1997 年财政管理和责任法》中定义的独立机构，或联邦机构或者《1997 年公司法》中规定的独立联邦机构或公司。

"**Solution**" means the Licensor's solution (including software, products and / or services) which incorporates, reproduces, embodies or utilises the Australia Post Data or its derivative works, and licensed to the End User under this End User Agreement.

“解决方案”是指纳入、复现、体现或利用澳大利亚邮政数据或其衍生作品且在本最终用户协议下许可给最终用户的许可方的解决方案（包括软件、产品和/或服务）。

“**Subsidiary**” has the meaning given in the Corporations Act.

“子公司”拥有《公司法》对其赋予的含义。

2. LICENCE

许可

2.1. Licensor grants to the End User a non-exclusive, non-transferable, revocable licence for the term of this Agreement to use the Solution solely for the Permitted Purposes in respect of each applicable Schedule in accordance with the terms and conditions set out in this Agreement and the applicable Schedule, subject to any conditions and restrictions specified in the Permitted Purpose.

许可方授予最终用户非独占、不可转让、可撤销的许可，允许其在本协议期限内依据本协议及相关附录规定的条款和条件使用解决方案，但其使用仅限于各个相关附录中规定的许可用途，且受“许可用途”中规定的任何条款和限制条件的制约。

2.2. If a Schedule includes other terms and conditions, then those terms and conditions will apply, but only in respect of that Schedule.

若附录包含其他条款和条件，则这些条款和条件应予以适用，但适用范围仅限于该附录相关内容。

2.3. Any rights not specifically granted to the End User under this Agreement are reserved to the extent permitted by law. Without limiting the previous sentence, the End User must not use the Solution for any Prohibited Purpose. To the extent that a particular purpose falls within the definition of both a Permitted Purpose and a Prohibited Purpose in a Schedule, such purpose is considered a Prohibited Purpose for the purposes of that Schedule.

在法律允许的范围内，本协议下未明确授予最终用户的所有权利均予以保留。在不对上一句有所限制的前提下，最终用户不得出于任何禁止用途使用解决方案。若某特定用途同时符合附录中有关许可用途和禁止用途的定义，则就该附录而言，此类用途应视为“禁止用途”。

2.4. For the avoidance of doubt, the End User shall not:

为避免疑义，最终用户不得：

a) reproduce, copy, modify, amend, assign, distribute, transfer, sub-license, reverse assemble or reverse compile, merge or otherwise deal with, exploit or commercialise the whole or any part of the Australia Post Data (or directly or indirectly allow or cause a third party to do the same) including by using the Australia Post Data to derive other solutions (including software, products and/or services) unless expressly stated otherwise in this Agreement; and

复现、复制、修改、修订、分配、分发、转让、分许可、反汇编或反编译、合并或以其他方式处理、利用或商业化全部或任何部分澳大利亚邮政数据（或直接或者间接允许或促使第三方做出此类行为），包括使用澳大利亚邮政数据派生出其他解决方案（包括软件、产品和/或服务），本协议另有明确规定的除外；以及

b) create a Product (as defined below) or other derivative works from the Australia Post Data to commercialise as their own, unless that Product is solely for one of the End User’s Permitted Purpose. "Product" means anything produced by End User which consists of, incorporates or is created using any part of the Australia Post Data and which may be produced in any form, including any device, solution, software or database and which may be in written form or produced electronically.

利用澳大利亚邮政数据制作产品（如下定义）或其他衍生作品并将这些产品或作品视为己有进行商业化，除非出于最终用户的某项许可用途之唯一目的制作该类产品。“产品”是指最终用户以书面形式或电子方式制作的、包含或融入任何部分澳大利亚邮政数据或者使用任何部分澳大利亚邮政数据创建的任何形式的物品，包括任何设备、解决方案、软件或数据库。

2.5. This clause 2 (and the Prohibited Purposes) do not prevent the End User from disclosing Australia Post Data to the extent that it is required by law to disclose the Australia Post Data, provided that the End User use all reasonable and legal means to minimise the extent of disclosure, and require the recipient to keep the Australia Post Data confidential.

本第 2 条（及“禁止用途”）不得阻止最终用户在法律要求披露澳大利亚邮政数据的范围内披露澳大利亚邮政数据，但前提是，最终用户采取一切合理的法律手段最大程度缩小披露范围且要求接收方必须对澳大利亚邮政数据予以保密。

3. WARRANTIES AND ACKNOWLEDGEMENTS

保证和确认

3.1. The End User represents and warrants that:

最终用户声明并保证：

a) it has full capacity, power and authority to enter into this Agreement;
其拥有充分的能力、权力和授权签订本协议；

b) it will fully and completely comply with all of the terms and conditions of this Agreement);
其将完全遵守本协议的所有条款和条件；

c) it will only use the Solution for the Permitted Purposes and in accordance with the terms and conditions set out in this Agreement;
其仅将出于许可用途使用解决方案，且遵循本协议规定的条款和条件；

d) it will not use the Solution for any Prohibited Purpose;
其不会将解决方案用于任何禁止用途；

e) it will not make any representation, statement or promise in respect of Australia Post, and has no authority to do so; and
其不会且无权做出任何与澳大利亚邮政有关的陈述、声明或承诺；

f) it has not relied on any representation made by Australia Post in entering into the Agreement.
在签订协议时，其未依赖澳大利亚邮政所做的任何陈述。

3.2. Without limiting clause 3.1, the End User acknowledges and agrees that, to the extent permitted by law:

除第 3.1 条的规定外，在法律允许的范围内，最终用户确认并同意：

a) Australia Post does not make any representation or warranty as to the accuracy, content, completeness or operation of the Australia Post Data or to them being virus free;
澳大利亚邮政不对澳大利亚邮政数据的准确性、内容、完整性或操作做出任何陈述或保证，亦不对此类数据不含病毒做出任何陈述或保证；

b) the Australia Post Data is not complete and it may contain errors; and
澳大利亚邮政数据并不完整并且可能包含错误；

c) the Australia Post Data may include data sourced from third parties. The End User agrees to comply with any third party terms and conditions which the End User is notified apply to the third party data referenced in this Agreement.
澳大利亚邮政数据可能包含源自第三方的数据。最终用户同意遵守适用于本协议所引用的第三方数据的第三方条款和条件，但前提是最终用户事先收到有关这些条款和条件的通知。

4. CONFIDENTIALITY AND SECURITY
保密性和安全性

4.1. The End User must ensure that while the Solution is in its possession or control:
最终用户必须确保在拥有或控制解决方案时：

a) it provides proper and secure storage for the Solution; and
为解决方案提供适当且安全的存储；且

b) use the same level of security to protect the Solution that it uses to protect its own confidential information (but no less than the level of security a reasonable person would take to protect the confidential information);
使用与保护其自有保密信息相同等级的安全措施保护解决方案（且不得低于合理人员为保护保密信息采取的安全措施级别）；

c) it takes all reasonable steps to ensure that the Solution is protected at all times from unauthorised access, misuse, damage or destruction.
采取一切合理措施，时刻确保解决方案免遭未经授权的访问、滥用、损害或破坏。

4.2. The provisions of clause 4 apply to all forms of media upon which the Solution is kept or transmitted.
第 4 条规定适用于通过其保存或传输解决方案的各类形式的媒介。

4.3. The End User will ensure that all copies of the Solution are dealt with in accordance with the Licensor's or Australia Post's reasonable directions.
最终用户应确保对解决方案所有副本的处理均遵循许可方或澳大利亚邮政的合理指令。

4.4. This clause 4 will survive termination or expiry of the Agreement.
本第 4 条在协议终止或有效期届满后持续有效。

5. PRIVACY
隐私声明

5.1. The parties acknowledge that while the Solution may not, on its own, constitute Personal Information, its use may result in the identity of individuals being reasonably ascertainable.
双方确认，尽管解决方案本身可能未构成个人信息，但其使用可能会导致个人身份被合理确定。

5.2. The End User agrees:
最终用户同意：

a) that it is responsible for ensuring that its exercise of rights under this Agreement and the use of the Solution do not infringe any Privacy Law;
负责确保在行使本协议项下的权利以及使用解决方案时不会侵犯任何隐私法的规定；

b) to use or disclose Personal Information obtained during the course of this Agreement only for the purposes of this Agreement;
仅出于本协议之目的，使用或披露在本协议期间获得的个人信息；

c) to take all reasonable measures to ensure that Personal Information in its possession or control in connection with this Agreement is protected against loss and unauthorised access, use, modification, or disclosure;
采取一切合理措施，保护其拥有或控制的与本协议有关的个人信息，使其免遭损失或未经授权的访问、使用、修改或披露；

d) not to do any act or engage in any practice that would breach any Privacy Law;
不会执行或参与任何违反隐私法规定的行为或实践；

e) to immediately notify the Licensor if the End User becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause whether by the End User, its Related Body Corporate or any of its Representatives;
若最终用户发现任何违反或可能违反本条款中所包含或引述的义务的行为，无论行为人是最终用户、其相关法人团体还是其任一代表，均立即通知许可方。

f) to cooperate with any reasonable demands or inquiries made by Australia Post on the basis of the exercise of the functions of the Office of the Australian Information Commissioner (OAIC) under Privacy Law or the Postal Industry Ombudsman under the Australian Postal Corporation Act 1989;
在澳洲信息专员办公室（OAIC）依据隐私法或邮政业申诉专员依据《1989 年澳大利亚邮政公司法》履行职能的基础上，协助处理澳大利亚邮政提出的任何合理需求或询问；

g) to ensure that any person who has access to any Personal Information is made aware of, and undertakes in writing, to observe Privacy Law and other obligations referred to in this clause;
确保有权访问任何个人信息的任何人员了解并以书面形式承诺，遵守隐私法及本条款中叙及的其他义务；

h) to comply, as far as practicable, with any policy guidelines issued by the OAIC from time to time relating to the handling of Personal Information; and
在切实可行的范围内，遵守 OAIC 不定时发布的与处理个人信息有关的任何政策指南；且

i) to comply with any direction given by Australia Post to observe any recommendation of the OAIC or the Postal Industry Ombudsman relating to acts or practices of the End User that the OAIC or the Postal Industry Ombudsman consider to be in breach of the obligations in this clause.
遵守澳大利亚邮政发出的任何指令，并遵守 OAIC 或邮政业申诉专员就 OAIC 或邮政业申诉专员认为违反本条款中义务的最终用户的行为或实践提出的任何建议。

5.3. This clause 5 will survive termination or expiry of the Agreement.
本第 5 条在协议终止或有效期届满后持续有效。

6. INTELLECTUAL PROPERTY RIGHTS

知识产权

6.1. The End User agrees that all Intellectual Property Rights in the Australia Post Data are and shall remain the sole property of Australia Post or its licensors.

最终用户同意，澳大利亚邮政数据的所有知识产权均为且始终应为澳大利亚邮政或其许可方的独有财产。

6.2. The End User must notify the Licensor as soon as practicable if it becomes aware of any actual, suspected or anticipated infringement of Intellectual Property Rights in the Solution or in the Australia Post Data.

若最终用户发现任何实际、涉嫌或预计侵犯解决方案或澳大利亚邮政数据知识产权的行为，最终用户应以可行的最快速度通知许可方。

6.3. The End User must render all reasonable assistance to the Licensor and/or Australia Post in relation to any actual, suspected or anticipated infringement referred to in clause 6.2.

最终用户必须就第 6.2 条中叙及的任何实际、涉嫌或预计侵犯知识产权的行为向许可方和/或澳大利亚邮政提供一切合理的援助。

6.4. If a third party makes a Claim against the End User alleging that the Solution infringes the Intellectual Property Rights of the third party, the End User must immediately allow the Licensor (or Australia Post, if Australia Post directs) the right to control the defence of the claim and any related settlement negotiations.

若第三方对最终用户提出诉讼，宣称解决方案侵犯该第三方的知识产权，则最终用户必须立即授予许可方（或澳大利亚邮政，若澳大利亚邮政负责处理）控制诉讼抗辩及任何相关和解谈判的权利。

6.5. This clause 6 will survive termination or expiry of the Agreement.

本第 6 条在协议终止或有效期届满后持续有效。

7. AUDIT

审计

7.1. End User shall provide Australia Post and/or its agents reasonable accompanied access upon reasonable prior notice, during 9am and 5pm on a Business Day, to its premises, accounts and records relevant to the Agreement, for the purpose of verifying and monitoring the End User's obligations under the Agreement (the "Audit") and shall provide all reasonable cooperation and assistance in relation to the Audit.

最终用户合理陪同澳大利亚邮政和/或其代理在事先合理通知的前提下，在工作日上午 9 点至下午 5 点之内、出于验证和监控最终用户是否履行协议项下义务的目的访问其与协议有关的办公地、账户和记录（以下统称为"审计"），且提供与审计相关的所有合理协作和协助措施。

7.2. If it is identified (through the Audit or otherwise) that the End User has not complied with an obligation under this Agreement, then without limiting any other rights or remedies, upon the request of Licensor, the End User will promptly take all necessary steps to rectify and / or remedy such non-compliance.

如果通过审计或其他方式确认最终用户未履行本协议项下的义务，在不限制任何其他权利或补救措施的前提下，应许可方要求后，最终用户应立即采取所有必要措施，纠正和/或补救此类违规行为。

7.3. The cost of any Audit carried out under clause 7.1 shall be borne by Australia Post unless the Audit reveals a material breach by the End User of its obligation under this Agreement, in which case Australia Post shall be entitled to be reimbursed by the End User for all reasonable costs of the Audit (including any agent's fees) and the End User shall so reimburse Australia Post within twenty (20) Business Days of such request.

澳大利亚邮政应承担根据第 7.1 条执行的任何审计的费用，除非审计发现最终用户未履行本协议项下的义务，存在实质性违约行为，这种情况下，澳大利亚邮政有权要求最终用户对审计产生的所有合理费用作出补偿（包括任何代理费），最终用户应在收到此类要求后的二十（20）个工作日之内向澳大利亚邮政补偿所有费用。

7.4. For the avoidance of doubt, a "material breach" for the purposes of this clause 7 includes, without limitation, any breach of clause 6 in respect of Australia Post's Intellectual Property Rights, or any breach of this Agreement.

为避免疑义，特此澄清：第 7 条中提及的"实质性违约行为"包括但不限于任何违反第 6 条有关澳大利亚邮政知识产权或任何违反本协议的行为。

7.5. Where the End User does not grant access to Australia Post and/or any of its agents for the purposes of an Audit in accordance with this clause 7 then the End User must pay Australia Post all reasonable costs incurred by Australia Post in connection with such attempted Audit within twenty (20) Business Days of the date of Australia Post's invoice in respect of the same, and Australia Post may by written notice immediately suspend the supply and the End User's use of the Solution.

如最终用户未遵循第 7 条规定对澳大利亚邮政和/或其代理机构的审计予以支持，最终用户必须在收到澳大利亚相关发票后的二十（20）个工作日之内，向澳大利亚邮政支付因尝试进行此类审计产生的所有合理费用，澳大利亚邮政可以立即书面通知暂停提供解决方案和要求最终用户停止使用解决方案。

8. LIABILITY

责任

Australia Post not liable

澳大利亚邮政概不负责：

8.1. To the extent permitted by law, Australia Post is not liable to the End User for any Claim or Loss whatsoever suffered, or that may be suffered as a result of or in connection with this Agreement, and the End User releases Australia Post irrevocably releases and discharges Australia Post from all such Claims and Losses.

在法律允许范围内，澳大利亚邮政对最终用户因本协议招致的或与本协议相关的任何诉讼或损失概不负责，且最终用户允许澳大利亚邮政不可撤销地免除自身对一切此类诉讼和损失的责任。

8.2. Clause 8.1 will not apply to any Claim or Loss suffered by the End User arising out of any fraud or wilful misconduct of Australia Post.

如澳大利亚邮政存在任何欺诈或故意不当行为，导致最终用户遭受任何索赔或损失，第 8.1 条将不予适用。

8.3. Without limiting clause 8.1, to the extent permitted by law, Australia Post will not be liable to the End User for any loss of profit, revenue or business, indirect, consequential, special or incidental Loss suffered or incurred by the End User arising out of or in connection with this Agreement, whether in contract, tort, equity or otherwise. This exclusion applies even if those Losses may reasonably be supposed to have been in contemplation of both parties as a probable result of any breach at the time they entered into this Agreement.

除第 8.1 条规定外，在法律允许范围内，对于最终用户因本协议引起的或与本协议相关而遭受的任何间接的、衍生的、特殊的或偶发的利润、收入或业务损失，无论是基于合同、民事侵权法、衡平法还是其他法规，澳大利亚邮政概不负责。即使该类损失在双方签订本协议时作为任何违约行为所可能导致的结果而纳入双方的合理考虑范围之内，本豁免规定仍适用。

8.4. Indemnity
赔偿

8.5. The End User must defend and indemnify each of the Licensor and Australia Post and its Representatives (those indemnified) from and against all Losses suffered or incurred by and of those indemnified to the extent that those Losses are suffered as a result of, whether directly or indirectly, of:
最终用户必须向各许可方、澳大利亚邮政及其代表（即“受偿人”）提供抗辩和赔偿，使其免遭因以下行为直接或间接招致或引起的所有损失：

a) any breach of a Material Term by the End User or its Representatives;
最终用户或其代表任何违反实质条款的行为；

b) any unlawful act by the End User or its Representative in connection with this Agreement;
与本协议有关的任何最终用户或其代表的非法行为；

c) any illness, injury or death to any person arising out of or in connection with the performance of this Agreement to the extent caused or contributed to by the negligent or wrongful act or omission of the End User or its Representative; or
由最终用户或其代表因履行本协议或与之相关的过失、不当行为或疏忽所导致或造成的任何人员的任何疾病、损伤或死亡；或

d) any loss or damage to any property of any person, arising out of or in connection with the performance of this Agreement to the extent caused or contributed to by the negligent or wrongful act or omission of the End User or its Representative,
由最终用户或其代表因履行本协议或与之相关的过失、不当行为或疏忽所导致或造成的任何人员的任何财产损失或损害，

except to the extent that the Loss is directly caused by the negligence, fraud or wilful misconduct or wrongful act or omission of those indemnified.
除非此类损失是直接由受偿人的过失、欺诈、故意不当行为、不当行为或疏忽所导致。

8.6. This clause 8 will survive termination or expiry of the Agreement.
本第 8 条在协议终止或有效期届满后持续有效。

9. SUSPENSION AND TERMINATION
暂停和终止

9.1. The Licensor may limit, suspend or terminate the End User's rights under this Agreement at any time upon notice when, and for the duration of the period during which:
在以下情况发生或存在期间，许可方在发送书面通知后可随时限制、暂停或终止最终用户在本协议项下的权利：

a) the End User contravenes (or is believed on reasonable grounds to be in possible contravention of) any law of the Commonwealth or of a State or Territory;
最终用户违反（或基于合理理由被认为有可能违反）任何联邦、国家或地区的法律；

b) the End User breaches the terms of the Agreement and the breach is not remedied within 14 days after receipt of notice from the Licensor specifying the breach and its intention to terminate the Agreement by reason of such breach; or
最终用户违反协议条款，并且在收到许可方发出的指明此违反行为及其因此违反行为意图终止协议的通知后 14 天内未纠正此违反行为；或

c) the End User commits a material breach of the Agreement which is not capable of remedy; or
最终用户严重违反协议且该行为无法纠正；或

d) in the reasonable opinion of the Licensor, the End User is acting in a manner or providing a Solution which has the effect or potential to damage the reputation of Australia Post which is not remedied within 14 days after receipt of notice from Australia Post or the Licensor specifying the issues; or
经许可方合理判断，最终用户的行为方式或提供的解决方案会影响或可能损害澳大利亚邮政的声誉，且在收到澳大利亚邮政或许可方发出的指出该问题的通知后十四（14）天内未及时给予纠正；或

e) the licensed right granted by Australia Post to the Licensor for the licensing of the Australia Post Data has been suspended or terminated.
澳大利亚邮政就授予澳大利亚邮政数据许可向许可方授予的许可权利已暂停或终止。

9.2. The End User acknowledges that the Licensor may exercise its rights under clause 9.1 in accordance with the directions of Australia Post.
最终用户确认，许可方可依据澳大利亚邮政的指令行使其在第 9.1 条下的权利。

9.3. The termination, surrender or expiry of this Agreement for any reason will not extinguish or otherwise affect:
本协议因任何理由终止、解除或有效期届满均不会影响或使以下权利或条款失效：

a) any rights of either party against the other which accrued before the termination, surrender or expiry and which remain unsatisfied; or
任一方在此类终止、解除或有效期届满之前对另一方仍需履行的任何既有权利；或

b) any other provisions of this Agreement which are expressly stated to, or which by their nature, survive termination, surrender or expiry of this Agreement.
本协议中明确注明或者依其性质在本协议终止、解除或有效期届满之后持续有效的任何其他规定。

9.4. If this Agreement is surrendered, terminated or expires, for any reason whatsoever, then the following provision of this clause will apply notwithstanding such surrender, termination or expiry the End User must cease using the Solution and the Australia Post Data and undertakes that it will destroy all copies, reproductions or adaptations of the Solution and Australia Post Data, or any part thereof made, held or controlled by it and, promptly upon written request from the Licensor, deliver a statutory declaration sworn by an authorised representative of the End User confirming that all copies, reproductions or adaptations of the Solution and Australia Post Data, and any part thereof, have been destroyed.
若本协议因任何理由解除、终止或有效期届满，本条款的以下规定在发生此类解除、终止或有效期届满后仍应予以适用：最终用户必须停止使用解决方案和澳大利亚邮政数据，并承诺在收到许可方发出的书面请求后立即销毁其制作、拥有或控制的解决方案和澳大利亚邮政数据的所有副本、复制品或改版或其中的任何部分，并由最终用户的授权代表提交一份法定声明，确认解决方案和澳大利亚邮政数据的所有复本、复制品或改版或其中的任何部分均已被销毁。

10. VARIATION

变更

10.1. Pursuant to the agreement between the Licensor and Australia Post under which the Licensor is granted a licence to the Australia Post Data, Australia Post reserves the right to vary the terms of that agreement from time to time in certain circumstances. To the extent that those variations require a corresponding variation to the terms of this Agreement, the Licensor may do so, provided that the Licensor gives the End User reasonable prior written notice of such variation (having regard to the period of notice received by the Licensor). The End User undertakes to do all things (including executing and entering into such amendment or restatement deed) as reasonably required by the Licensor to formalise and give effect to any and all variations made by the Licensor under this clause 10.1.

依据许可方就获得澳大利亚邮政数据许可与澳大利亚邮政签订的协议，澳大利亚邮政保留在特定条件下不定时修改协议条款的权利。若上述变更要求对本协议条款做出相应变更，则许可方可予以执行，但前提是，许可方应就此类变更向最终用户发送合理的提前书面通知（考虑许可方接受的通知期）。最终用户承诺执行许可方为使其依据本条款（第 10.1 条）所做的任何及所有变更正式确定和生效所合理要求的所有工作（包括签订此类修订或重述契约）。

11. CHANGES IN LEGISLATION

法律变更

11.1. Notwithstanding any other provision of this Agreement, the End User acknowledges and agrees that Australia Post and / or the Licensor must comply with any future legislation and / or Government policy which imposes binding restrictions or limitations on Australia Post's or the Licensor's use of the Australia Post Data, including any restrictions or limitations relating to the supply of Australia Post Data or elements thereof to any person, and the terms of this Agreement, and the End User's agreements with any other parties, will be varied accordingly.

尽管本协议有任何其他规定，最终用户确认并同意，澳大利亚邮政和/或许可方必须遵守对澳大利亚邮政或许可方使用澳大利亚邮政数据具有约束性限制的任何未来法规和/或政府政策，包括与向任何人员提供澳大利亚邮政数据或其中要素有关的任何约束或限制，且本协议条款及最终用户与任何其他方达成的协议也将进行相应变更。

12. CORPORATE GROUP OWNER

公司集团所有者

12.1. This clause 12 applies if the End User is a Corporate Group Owner.

如最终用户为公司集团所有者，则本条款（第 12 条）将予以适用。

12.2. The Corporate Group for the purposes of this Agreement consists of entities identified in writing as Corporate Group entities. Customer to identify the entities (up to 10 in total, including the Corporate Group Owner) forming the Corporate Group.

在本协议中，公司集团由书面认定为“公司集团”实体的实体构成。客户应明确构成公司集团的各个实体（包括公司集团所有者在内，总共 10 家实体）。

12.3. The End User must ensure, and warrants that:

最终用户必须确保并保证：

a) each entity of the Corporate Group is a Subsidiary of the End User at all times during the term of this Agreement; and
在本协议期限内，公司集团的各个实体始终是最终用户的子公司；且

b) each entity of the Corporate Group is a Single Legal Entity.
公司集团的各个实体均为单个法人实体。

12.4. The End User may permit any or all members of the Corporate Group to enjoy the benefit of the licence granted to the End User under clause 2, subject to the following conditions:

在以下条件下，最终用户可允许公司集团的任何或所有成员享受第 2 条授予最终用户的许可利益：

a) the End User must ensure that all of the Corporate Group members comply with this Agreement, and do not do or omit to do anything that, if done by the End User, would be a breach of this Agreement;
最终用户必须确保公司集团的所有成员严格遵循本协议，且不实施或不因疏忽而实施任何会使最终用户违反本协议规定的行为；

b) the End User is responsible for all acts and omissions of the Corporate Group members as if they were acts and omissions of the End User; and
最终用户应将集团公司成员的行为和疏忽视为自身的行为和疏忽并承担责任；且

c) all uses of the Solution and Australia Post Data by the Corporate Group members are deemed to be uses by the End User.
公司集团成员使用解决方案和澳大利亚邮政数据的一切行为均视为最终用户的使用行为。

13. RELATIONSHIP WITH AUSTRALIA POST

与澳大利亚邮政的关系

a) the Licensor holds the benefit of all of the provisions of this Agreement that refer to Australia Post on trust for the benefit of itself and Australia Post, and the Licensor may reasonably enforce those provisions on behalf of Australia Post.
在信任许可方维护其自身及澳大利亚邮政利益的基础上，许可方享有本协议中涉及澳大利亚邮政的所有规定的利益，且许可方可代表澳大利亚邮政合理强制执行这些规定。

14. GENERAL

一般条款

14.1. The End User shall not, without the Licensor's prior written consent which may be provided or withheld in its absolute discretion, assign or sub-contract any of its rights and obligations under this Agreement.

未经许可方事先书面同意（许可方可自行决定是否予以提供），最终用户不得转让或分包其在本协议项下的任何权利和义务。

14.2. The Licensor holds the benefit of all of the provisions of this Agreement that refer to Australia Post on trust for the benefit of itself and Australia Post, and the Licensor may enforce those provisions on behalf of Australia Post.

在信任许可方维护其自身及澳大利亚邮政利益的基础上，许可方享有本协议中涉及澳大利亚邮政的所有规定的利益，且许可方可代表澳大利亚邮政强制执行这些规定。

14.3. The Agreement is governed by the law in Victoria, Australia and each party submits to the non-exclusive jurisdiction of the courts of Victoria, Australia and courts of appeal from them.

协议受澳大利亚维多利亚州法律的制约，且各方同意接受澳大利亚维多利亚州法院的非专有司法管辖及其上诉法院的管辖。

Austria ADDRESS DIRECTORY (Österreichische Post):

澳大利亚地址目录（Österreichische Post）：

This product cannot be used by Customers who conduct business in address publishing and service providing.

任何从事地址发布业务和服务提供业务的客户均不得使用本产品。

Customers are only allowed to use the product for own internal purposes. This product cannot be used by Customers who conduct business in address publishing and service providing. If a Customer conducts business in that area, Customer is responsible for obtaining a valid license directly from the provider.

客户仅允许出于自身内部目的而使用本产品。任何从事地址发布业务和服务提供业务的客户均不得使用本产品。如果客户从事此类领域内的业务，则客户需直接从提供商处获取有效的许可。

Customers are only allowed to use the product for own internal validation purposes. Customers are not allowed to use the data to provide any services to any other legal entity. If Customer wishes to provide services to any other legal entity,

客户仅允许出于自身内部验证目的而使用本产品。客户不得使用此类数据向任何其他法人实体提供任何服务。如客户希望向任何其他法人实体提供服务，

Customer is responsible for obtaining a valid license directly from the provider. Any use within another legal entity requires a separate license.

则客户需直接从提供商处获取有效的许可。其他法人实体的任何使用行为均需另行获得许可。

CANADA (CANADA POST)

加拿大（加拿大邮政）

1. Customer acknowledges that under the Agreement of which this Software Use Rights document Exhibit 5 forms an integral part (hereinafter referred to as the "Agreement"), Customer has been licensed to use SAP's product, Authorized Value Added Products, as the base for developing a further enhanced value-added product (the "Enhanced Value-added Product") for the purposes of

客户确认，依据包含本软件使用权利文件之附件 5 作为其组成部分的协议（以下简称“协议”），客户已获得 SAP 产品授权增值产品的使用许可，将其作为出于以下目的开发进一步增强的增值产品（“增强型增值产品”）的依据：

a) sublicensing the Enhanced Value-added Product to users who shall have no further sublicensing or distribution rights; or
向不具备进一步分许可或分发权利的用户分许可增强型增值产品；或

b) providing value-added services using the Enhanced Value-added Product that cannot be provided by Authorized Value Added Products ;or
使用增强型增值产品提供授权增值产品无法提供的增值服务；或

both (a) and (b).

(a) 和 (b) 两者兼有。

Customer further acknowledges that the data components of Authorized Value Added Products, or the data in the files required in order to use Authorized Value Added Products, were acquired by SAP from third parties and that, relative to those third party data suppliers, SAP is a Customer and Customer is a sublicensee (hereinafter such data components or data files referred to as the "Licensed Content").

客户进一步确认，授权增值产品的数据组成部分或为使用授权增值产品所需的文件中的数据由 SAP 自第三方处获取，且就此类第三方数据提供商而言，SAP 是客户，而客户是被分许可方（此类数据组成部分或数据文件于下文统称为“许可内容”）。

One such third party supplier is Canada Post Corporation ("Canada Post") who has granted SAP certain rights with respect to certain Canada Post Data (the "CP Licensed Data") under which SAP may include the CP Licensed Data, in whole or in part, in the Licensed Content and distribute the same to its sublicensees of the Enhanced Value-added Product subject to the sublicensee's (in this case Customer's) prior agreement to the terms and conditions set out in these Minimum Protective Terms.

加拿大邮政公司（简称“加拿大邮政”）就是此类第三方提供商之一，该公司就特定加拿大邮政数据（简称“CP 许可数据”）授予 SAP 一定权利。在这些权利下，SAP 可以将 CP 许可数据全部或部分纳入许可内容并将其分发给增强型增值产品的被分许可方，但前提是被分许可方（在此情况下，为客户）须事先同意接受最低限度保护条款所列的条款和条件。

2. Customer acknowledges that Canada Post is the owner of the copyright in the Canada Post Data. Customer acknowledges that it is only licensed to use the CP Licensed Data in conjunction with Authorized Value Added Products and the Enhanced Value-added Product. Customer acknowledges that it may only grant rights to third parties to use the CP Licensed Product in conjunction with the Enhanced Value-added Product. Without limiting the generality of the preceding sentence, Customer has no right to distribute any CP Licensed Data on a stand-alone basis or for the purposes of use with any product other than the Enhanced Value-added Product.

客户确认，加拿大邮政是加拿大邮政数据的版权所有人。客户确认，其获得的许可仅限于将 CP 许可数据与授权增值产品和增强型增值产品一起使用。客户确认，其仅可向第三方授予将 CP 许可产品与增强型增值产品一起使用的权利。在不限制前一句的通用性的前提下，客户无权独立或出于与增强型增值产品以外的任何产品一起使用的目的分发任何 CP 许可数据。

3. Customer acknowledges, and agrees to provide notice to parties to whom it distributes the Enhanced Value-added Product, that the damages that Canada Post may incur as a result of parties using out-of-date data for mail preparation include costs that Canada Post will incur in processing and delivering that mail. Such costs include, but are not limited to, the costs incurred by Canada Post

客户确认并同意，就因各方使用过时数据编写邮件使加拿大邮政可能招致的损失，包括加拿大邮政在处理和提交该类邮件时产生的成本，向客户对其分发增强型增值产品的各方发送通知。此类成本包括但不限于，加拿大邮政在以下情况下产生的成本

i. for the manual readdressing and resorting of mail that was diverted from the normal automated mail processing stream because it was addressed with an invalid address, or the Postal CodeOM element of the address was invalid, or
由于邮件的地址无效，或者地址中的 Postal CodeOM 无效，导致需要对来自正常自动邮件处理流程中的某些邮件进行重新定位和重新分类，或者

ii. if the mail was delivered to the wrong address as a result of having been addressed with an invalid address, or as a result of the Postal CodeOM element of the address being invalid, the cost of the original sorting, processing and delivery of the mail as well as the extra costs incurred for the manual readdressing and resorting of the mail.
因地址无效或者地址中的 Postal CodeOM 无效导致邮件递送至错误地址时，原始分类、处理和递送邮件的成本以及手动重新定位和重新分类邮件所产生的额外成本。

(Postal Code is an official mark of Canada Post.)
（Postal Code 是加拿大邮政的官方标记。）

4. In order to reduce the risk of Canada Post suffering damages as a result of out-of-date data being used for mail preparation and given that CP Licensed Data will be distributed as a component of the Licensed Content, Customer agrees
为了降低加拿大邮政因将过期数据用于邮件准备而遭受损失的风险，鉴于 CP 许可数据将作为许可内容的一部分予以分发，客户同意

c) not to distribute the Licensed Content until after Customer has put in place safeguards to reduce the risk of "data scraping" or "bulk downloads of data"; Customer agrees to keep abreast of developments in technology and to update the safeguards in place to further reduce such risks as improved technology becomes available from time to time, and
在客户已落实保护措施以降低“数据擦除”或“数据批量下载”风险之前不对许可内容进行分发；客户还同意，随着新技术不断推出，确保采用最新技术和更新保护措施，以进一步降低上述风险，和

d) to ensure that the parties to whom the CP Licensed Data is distributed, whether as a component of the Enhanced Value-added Product or as a, or component of a, data file, to be used in conjunction with an Enhanced Value-added Product, are informed that the same is not to be used for mail preparation purposes and that this prohibition applies, without limitation, to each of the following:
确保与增强型增值产品一起使用的 CP 许可数据（无论是作为增强型增值产品的组成部分还是数据文件或数据文件的组成部分）所分发至的各方清楚了解，不得将这些数据用于邮件准备之目的，且此禁止适用但不限于以下情况：

i. addressing mail;
确定邮件地址；

ii. presorting addressed mail;
对已确定地址的邮件预分类；

iii. preparing unaddressed mail by householder count for delivery.
按投递住户准备未确定地址的邮件。

5. Customer also acknowledges that if it develops any product that uses data for which the original source of that data is Canada Post, which product is intended to be used for any of the purposes listed in clause 4(b)(i), (ii) or (iii), Customer has no right to use or distribute such a product or to offer any services in relation to such a product unless Customer has a then current right to do so under a written agreement signed by both Customer and Canada Post.
客户还确认，若客户开发的任何产品使用了原始数据源为加拿大邮政的数据，且该产品拟用于第 4(b)(i)、(ii) 或 (iii) 条款中所列的任何用途，则客户无权使用或分发此类产品或提供与此类产品有关的任何服务，除非客户与加拿大邮政签署了书面协议，在当时拥有做出上述行为的权利。

6. Customer agrees to include
客户同意

e) in the hard copy or electronic copy of the license agreements, which Customer represents will accompany all copies of the Enhanced Value-added Product and of the Licensed Content distributed by Customer that contain CP Licensed Data, and
在客户表示将随增强型增值产品和客户分发的包含 CP 许可数据的许可内容的所有副本提供的许可协议的纸质副本或电子副本中，以及

f) on the start-up screen of the Enhanced Value-added Product and in the terms and conditions of use posted on any website by which a user may access the Enhanced Value-added Product,
在增强型增值产品的启动屏幕上，以及通过用户可访问增强型增值产品的任何网站上发布的使用条款和条件中，

a notice stating that the Enhanced Value-added Product contains data copied under license from Canada Post Corporation and indicating the date of the Canada Post Corporation data file (or the date of the earliest Canada Post Corporation data file, if more than one) from which the data was copied. Where the language of the Customer product or service is French, Customer shall use the French version of the pro forma notice that is set out further on below, but if the product or service is in a language other than English or French, Customer shall include the equivalent notice but in the relevant language. Each such notice shall be tailored with the appropriate information by replacing the "[Insert...]"/ « [Indiquez...] » « [Insérez...] » instructions with the information contemplated:
包含一项声明，说明增强型增值产品包含在加拿大邮政公司许可下复制的数据，并注明从中复制该数据的加拿大邮政公司数据文件的日期（若有多个文件，则为最早的加拿大邮政公司数据文件的日期）。若客户的产品或服务语言为法语，则客户应使用法语版本的形式声明（见下文），但若产品或服务采用英语或法语以外的语言，则客户应包含采用相关语言的类似声明。每项此类声明应使用相应的信息进行调整，具体方式为：将"[Insert...]"/« [Indiquez...]» « [Insérez...]» 替换为所需的信息：

"This [Insert appropriate reference to medium, i.e. diskette, tape, etc.] contains data copied under license from Canada Post Corporation. The Canada Post Corporation file from which this data was copied is dated [Insert date]."
“此[请插入对介质的相应引用，例如，磁盘、磁带等]包含在加拿大邮政公司许可下复制的数据。从中复制此数据的加拿大邮政公司文件的日期为[请插入日期]。”

French version of the pro forma notice
法语版本的形式声明

"[Indiquez le support approprié, c'est-à-dire «Cette disquette», « Cette bande magnétique», etc.] contient des données qui ont été reproduites avec l'autorisation de la Société canadienne des postes. Le fichier de la Société canadienne des postes d'où proviennent ces données est daté du [Insérez la date]."

7. Customer acknowledges that the CP Licensed Data is licensed to Customer on an "as is" basis and that Canada Post makes no guarantees, representations or warranties respecting the CP Licensed Data, either expressed or implied, arising by law or otherwise, including but not limited to, effectiveness, completeness, accuracy or fitness for a particular purpose. Customer will include a provision in its terms of use requiring a user of the CP Licensed Data to acknowledge that the CP Licensed Data is licensed on an "as is" basis and that Canada Post makes no guarantees, representations or warranties respecting the CP Licensed Data, either expressed or implied, arising by law or otherwise, including but not limited to, effectiveness, completeness, accuracy or fitness for a particular purpose.
客户确认，CP 许可数据“按原样”向客户授予许可，对于 CP 许可数据，加拿大邮政不做任何明示或默示的担保、陈述或保证，不论是因法律要求还是其他因素所导致，包括但不限于 CP 许可数据的有效性、完整性、准确性或对特定用途的适用性。客户应在其使用条款中包含

一条规定，要求 CP 许可数据的用户确认如下内容：CP 许可数据“按原样”授予许可，对于 CP 许可数据，加拿大邮政不做任何明示或默示的担保、陈述或保证，不论是因法律要求还是其他因素所导致，包括但不限于 CP 许可数据的有效性、完整性、准确性或对特定用途的适用性。

8. Neither SAP nor Canada Post shall be liable in respect of any claims whatsoever alleging any loss, injury or damages, direct or indirect, which may result from Customer's, or any of its user's, possession or use of the CP Licensed Data. Neither SAP nor Canada Post shall be liable in any way for loss of revenue or contracts, or any other consequential loss of any kind resulting from any defect in the CP Licensed Data.

对于声称可能因客户或其任何用户所拥有或使用 CP 许可数据直接或间接造成任何损失、伤害或损害的任何诉讼，SAP 和加拿大邮政均不承担任何责任。对于因 CP 许可数据存在任何缺陷而引起的任何形式的收入损失或合同损失或者任何其他间接性损失，SAP 和加拿大邮政均不承担任何责任。

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FINLAND
芬兰

Service Description and Terms of Use for Finland POSTAL CODE SERVICES provided through Itella
有关芬兰邮政编码服务的服务说明和使用条款均通过 Itella 提供
Effective: January 1, 2013
生效日期：2013 年 1 月 1 日

1. SERVICES
服务

The services consist of the postal code system and basic and changed information contained by domestic address files in a fixed format.
服务包括邮政编码系统和以固定格式包含在国内地址档案中的基本信息及变更信息。

2. TERMS OF USE FOR THE SERVICES
服务使用条款

The following terms of use for the service apply.
以下服务使用条款将予以适用。

2.1. USING THE SERVICES
使用服务

The information provided is always based on the information included in Itella’s postal code system. The system data is based on information provided for Itella by municipalities and postal code information updated by Itella. Itella does not check the information received from municipalities.
所提供的信息始终以 Itella 邮政编码系统中包含的信息为基础。系统数据以市政府提供给 Itella 的信息以及由 Itella 更新的邮政编码信息为基础。Itella 不对从市政府处收到的信息进行核查。

Itella delivers the information available to self-service channels.
Itella 通过自助服务渠道提供信息。

2.2. THE CUSTOMER’S RESPONSIBILITIES
客户的职责

The customer is responsible for retrieving the postal code material, unpacking packaged files, handling and using the material, and updating its systems.
客户负责检索邮政编码材料、打开打包的文件、处理和使用材料以及更新其系统。

The customer is responsible for ensuring that, upon any disclosure of the material to third parties, the recipient also receives the updated service description and terms of use.
客户负责确保在将材料披露给第三方时，接收者也会收到更新后的服务说明和使用条款。

2.3. ITELLA’S RESPONSIBILITIES
ITELLA 的职责

Itella is responsible for offering updated information available for retrieval on time as set out in the service description, unless otherwise stated later in this section. Itella is not responsible for damage caused by delayed, altered, or lost data due to equipment failure, communications or system disruptions, or other similar reasons.
Itella 负责按照服务说明中的规定准时提供更新后的信息以供检索，但本节稍后另有规定的除外。就因设备故障、通信或系统中断或其他类似原因造成数据延误、变更或丢失而导致的损害，Itella 概不负责。

Itella does not guarantee that the information is fully faultless. There may be errors in the information caused by recurring changes or the party reporting the changes. Itella is not responsible for errors in information that were not caused by Itella’s negligence.
Itella 不保证信息完全没有缺陷。信息可能会因经常变更或汇报变更的一方出现错误。Itella 对并非因 Itella 的疏忽而造成的信息错误不承担责任。

Itella is not responsible for any information user obligations towards third parties.
Itella 对任何第三方要承担的信息用户义务不承担责任。

Itella is not responsible for the uninterrupted availability of service channels or the updating frequency of the information.
Itella 对服务渠道不间断的可用性或信息的更新频率不承担责任。

2.4. LIMITATION OF THE SERVICES

服务限制

In the services, information about Åland Islands is only at a postal code level without any street data.

在服务中，有关 Åland Islands 的信息仅限于邮政编码，并不提供任何街道数据。

The services contain information about public postal codes.

服务包含有关公共邮政编码的信息。

FRANCE ADDRESS DIRECTORY (MEDIAPOST):

法国地址目录（MEDIAPOST）：

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Germany Address Directory (Deutsche Post Direkt):

德国地址目录（Deutsche Post Direkt）：

Customers are not allowed to use the data to provide any services to any other third party. Customers are especially not allowed to distribute the product any further. Customers are only allowed to use the data for own internal validation purposes. Customers are not allowed to use the data to provide any services to any other legal entity. If Customer wishes to provide services to any other legal entity, Customer is responsible for obtaining a valid license directly from the provider. Any use within another legal entity requires a separate license. Customers are not allowed to distribute the product any further.

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   查看，
ii. save it,
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b) with or in communication with any positioning devices or any mobile or wireless-connected electronic or computer devices, including without limitation cellular phones, palmtop and handheld computers, pagers, and personal digital assistants or PDAs.

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Notice of Use

使用声明

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承包商（制造商/供应商）名称：HERE

Contractor (Manufacturer/Supplier) Address: 425 W. Randolph Street, Chicago, Illinois 60606

承包商（制造商/供应商）地址：425 W. Randolph Street, Chicago, Illinois 60606

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新西兰（新西兰邮政）：

This section contains the terms and conditions specified by New Zealand Post in respect of use of New Zealand Post's Postal Address File as part of the software supplied to you by SAP. Definitions used in this section apply exclusively to this section. In the case of conflict between the defined terms in this section and defined terms in the main body of the Use Rights document, the defined terms in this section shall take precedence solely in relation to use of New Zealand Post's Postal Address File.
本节包含新西兰邮政就 SAP 随软件提供给您的新西兰邮政的邮政地址文件的使用规定的条款和条件。本节中使用的定义仅适用于本节。若本节中定义的术语与使用权利文件正文中定义的术语相冲突，则以本节中定义的术语为准，但仅限于与新西兰邮政的邮政地址文件的使用相关的事宜。

Definitions
定义

In this section:
在本节中：

Data means the Postal Address File, as more particularly described at www.nzpost.co.nz/sendright, as such description is amended from time to time.
数据是指邮政地址文件，具体请参见 www.nzpost.co.nz/sendright 中的说明，此说明会不时修改。

Documentation means any user and technical documentation supplied by New Zealand Post with the Data to enable SAP, End Users or any of their personnel to use the Data, and any confidential information of New Zealand Post.
文档是指新西兰邮政提供的包含数据的任何用户或技术文档，用于支持 SAP、最终用户或其任何员工使用数据及新西兰邮政的任何保密信息。

End User means any person to whom Data is permitted to be distributed, sold or made available by SAP.
最终用户是指允许 SAP 向其分发、出售和提供数据的任何个人。

Intellectual Property Rights includes copyright and all rights conferred under statute, common law or equity in relation to inventions (including patents), registered or unregistered trade marks, registered or unregistered designs, circuit layouts, databases, confidential information, know-how, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields anywhere in the world, together with all right, interest or licence in or to any of the foregoing.
知识产权包括版权和成文法、习惯法或衡平法中就发明（包括专利）、注册或未注册的商标、注册或未注册的设计、电路布局、数据库、保密信息、专有技术规定的所有权利，以及在世界各地的工业、科学、文学或艺术领域由智力活动产生的所有其他权利，和与前述内容有关的任何权利、利益或许可。

Incorporated Software means the software providing the address data services supplied to the End User by SAP which incorporates the Data.
合并软件是指供 SAP 向最终用户提供地址数据服务的软件，其中包含数据。

Licensor means New Zealand Post Limited, at Wellington NZ.
许可方是指位于新西兰惠灵顿的新西兰邮政公司。

i. The End User (and any of its agents and sub-contractors) may only use Data in accordance with the terms of this section, for the End User's internal purposes, and only as part of or in combination with the Incorporated Software and/or any related services provided to it by SAP. The End User must procure that any agents or sub-contractors to whom the Data is provided comply with the terms of this Agreement.
最终用户（及其任何代理或分包商）仅可根据本节中的条款，出于内部目的使用数据，并且仅将数据用作 SAP 向其提供的合并软件和/或任何相关服务的一部分或与之一起使用。最终用户必须保证，接收所提供数据的任何代理或分包商遵守本协议条款。

ii. The End User agrees that the Data and the Documentation and all Intellectual Property Rights and other rights in the Data and the Documentation from time to time remain the property of New Zealand Post and its licensors (as the case may be).
最终用户同意，数据和文档以及数据和文档中的所有知识产权及其他权利始终归新西兰邮政及其许可方（视具体情况而定）所有。

iii. The End User must not remove or tamper with any disclaimer or copyright notice attached to or used in relation to Data.
最终用户不得删除或篡改附于或用于数据的任何免责声明或版权声明。

iv. The End User has no right to use any of the trade marks, business names or logos of New Zealand Post unless expressly stated otherwise in any sub-licence granted to the End User by the SAP within the terms of any licence granted by New Zealand Post to SAP.
在新西兰邮政向 SAP 授予任何许可的期间，除非 SAP 向最终用户授予的任何分许可中另有明确规定，否则最终用户无权使用新西兰邮政的任何商标、企业名称或标识。

v. The End User must not at any time (a) copy, reproduce, publish, sell, let, modify, extract or otherwise part with possession of the whole or any part of the Data or relay or disseminate the same to any other party; (b) other than as permitted under (i) above, provide the Data to (or allow the provision of the Data to, or access to the Data of) any agents or sub-contractors of the End User without the prior written consent of New Zealand Post; or (c) sub-license all or any part of the Data to any person, or purport or attempt to do so, in each case, unless expressly permitted otherwise by New Zealand Post in writing.
最终用户在任何时候都不得 (a) 拷贝、复制、发布、销售、转让、修改、提取或以其他方式转售掌握的全部或任何部分数据，或者向任何其他方转交或传播相同数据；(b) 除前面第 (i) 条允许外，在未经新西兰邮政事先书面同意的情况下，向最终用户的任何代理或分包商提供数

据（或允许向其提供数据或允许其访问数据）；或 (c) 向任何个人分许可全部或任何部分数据，或者有意或试图实施上述行为，无论何种情形，均需获得新西兰邮政的明确书面许可方可进行分许可。

vi. The End User may make a reasonable number of back-up copies of the Data for security purposes. The End User may only use such back-up copies for archive retention and retrieval purposes, and only during the term of the licence.
为安全起见，最终用户可制作合理数量的数据备份副本。最终用户仅可将备份副本用于存档和检索用途，并且只能在许可期间使用。

vii. If any licence under which a third party grants to New Zealand Post the right to incorporate the third party's material in the Data is terminated, the licence to the End User in respect of that material terminates and the End User must, at New Zealand Post's request, remove the same material from any copies of any Data held by the End User within 90 days.
若第三方授予新西兰邮政在数据中纳入该第三方材料所依据的任何许可终止，则最终用户就该材料的许可也相应终止，并且最终用户必须按新西兰邮政的要求，在 90 天内从最终用户持有的任何数据的任何副本中删除上述材料。

viii. The End User must not make any statement or claim relating to the Data being approved, recommended or endorsed by New Zealand Post or do anything similar or imply that such is the case, unless New Zealand Post has expressly given its prior written consent to the form and content of such claim.
最终用户不得就新西兰邮政审核、推荐或认可的数据发表任何声明或提出任何索赔，或者实施任何类似的行为或作出此类暗示，除非新西兰邮政就此类索赔的形式和内容事先明确出具书面同意。

ix. The End User must comply with the requirements of the Privacy Act 1993 and any other applicable law or regulations relevant to its possession or use of Data.
最终用户必须遵守《1993 年隐私法》以及任何与拥有或使用数据相关的其他适用法律或法规的要求。

x. The End User must ensure that its personnel, agents and sub-contractors comply with the above terms as if they were SAP.
最终用户必须确保其员工、代理或分包商像 SAP 一样遵守上述条款。

xi. The End User acknowledges that New Zealand Post has made no warranty that the Data will be free from errors, omissions, inaccuracies, viruses or other destructive code, or that the Data will be fit for the End User's purpose or for use in any specific technical environment.
最终用户谨此确认，新西兰邮政不保证数据完全准确，没有错误、遗漏、病毒或其他破坏性代码，也不保证数据契合最终用户的用途或适用于任何特定技术环境。

xii. On receipt of an update to any Data (including as part of any update of the Incorporated Software) (such updates each being an "**Update**"), the End User must as soon as practicable cease use of any previous version of the Data (and must in any event cease such use by the end of the term of the licence) and commence use of the Update.
在收到任何数据更新（包括作为合并软件的任何更新的一部分）（每次此类更新为一次"**更新**"）后，最终用户必须尽快停止使用之前的任何数据版本（且在许可期限结束之前，无论如何都必须停止此类使用）并开始使用更新。

xiii. The End User's right to use each Update shall terminate six months after the date on which such Update was released by New Zealand Post. Early termination of SAP's licence from New Zealand Post shall not affect the End User's right to use any Data provided that such early termination was not caused by or connected with any act or omission of the End User.
最终用户使用每次更新的权利应在自新西兰邮政发布此类更新之日起的六（6）个月后终止。若提前终止 SAP 从新西兰邮政获得的许可，不得影响最终用户使用任何数据的权利，但前提是此类提前终止不是由于最终用户的任何行为或疏忽所导致，或与最终用户的任何行为或疏忽有关。

xiv. The End User must keep the confidential information of New Zealand Post, including the Data, confidential.
最终用户必须对新西兰邮政的保密信息（包括数据）予以保密。

xv. The End User acknowledges and agrees that Land Information New Zealand ("**LINZ**") and the Crown hold absolutely and exclusively certain material which has been licensed to New Zealand Post and incorporated into the Data, and that LINZ and the Crown do not assign any copyright or other intellectual property rights in such material either to New Zealand Post, SAP or the End User. The End User further acknowledges and agrees that LINZ and the Crown shall not, in any circumstances, be liable for any loss or damage (even if LINZ or the Crown has been advised of the possibility of such loss or damage, and including, without limitation, any direct loss, indirect loss, consequential loss, loss of profits, business interruption loss or loss of data) suffered by the End User or any other person in connection with this Agreement. In the event that any exclusion of the liability of LINZ or the Crown set out in this clause is inapplicable, or is held unenforceable, the liability of each of LINZ and the Crown under or in connection with this Agreement, or arising out of any use, reproduction, modification, or creation of compilations or derivative works of or from the Data (by the End User or any other person), whether that liability arises in tort (including negligence), equity or any other basis, shall be limited to the fees paid by New Zealand Post for the material incorporated in the Data which gave rise to the loss or damage, exclusive of GST. For the purposes of the Contracts (Privity) Act 1982, this clause confers a benefit on, and is enforceable by, LINZ and the Crown.
最终用户谨此同意并确认：新西兰土地信息部（Land Information New Zealand，简称"**LINZ**"）和皇室对许可给新西兰邮政并整合至数据中的特定材料拥有绝对的排他性版权，且 LINZ 和皇室并未将此类材料中的任何版权或其他知识产权转让给新西兰邮政、SAP 或最终用户。最终用户进一步确认并同意：在任何情况下，对于最终用户或与本协议相关的任何其他人所遭受的任何损失或损害（即使 LINZ 或皇室已被告知此类损失或损害的可能性，包括但不限于直接损失、间接损失、从属损失、利润损失、业务中断损失或数据丢失），LINZ 和皇室概不负责。本条款中如有任何关于 LINZ 或皇室的免责规定不可适用或被认为无法执行的，LINZ 与皇室各方于本协议中的责任或与本协议有关的责任，或者因（最终用户或任何其他人）对数据的使用、复制或对之创造汇编或衍生作品而导致的责任，无论该责任是出于侵权行为（包括疏忽）、衡平或任何其他理由，均应限定在新西兰邮政就数据中包含的造成损失或损害的材料（但不包括 GST）所支付的费用范围内。根据 1982 年《合同（当事人）法案》（Contracts (Privity) Act 1982）规定，此条款将赋予 LINZ 和皇室利益，并由其强制执行。

xvi. The End User agrees and represents that it is acquiring the Data and any Documentation for the purposes of a business and that the Consumer Guarantees Act 1993 (New Zealand) does not apply.
最终用户谨此同意并表示：其出于业务目的获得数据和任何文档，且《1993 年新西兰消费者保障法》不适用。

xvii. The End User must indemnify New Zealand Post and keep New Zealand Post indemnified against any claim, proceeding, damage, liability, loss, cost or expense (including legal costs on a solicitor and own client basis), whether arising in contract, tort (including for negligence) or otherwise, arising out of or in connection with any breach by the End User of any of the above terms or the use of the Data by the End

User or any other person who has obtained the Data from an End User. The End User's total aggregate liability to New Zealand Post under this clause xvii shall not exceed $250,000.

无论是因合同、侵权行为（包括疏忽）或因最终用户违反上述任何条款，还是因最终用户或通过最终用户获得数据的任何其他人使用数据或与之相关的其他原因导致向新西兰邮政提出索赔、诉讼，并导致其负债、遭受损失和损害，或承担费用（包括律师费和委托人自己承担的相关法律费用）的，最终用户必须对新西兰邮政做出赔偿，并使其免于承担上述责任。依据第 xvii 款，最终用户对新西兰邮政承担的全部责任累计不超过 250,000 美元。

xviii. New Zealand Post must have rights to enforce the above terms for the purposes of the Contracts (Privity) Act 1982, and is entitled to terminate the End User's right to use any Data if the End User breaches any of those terms.

根据 1982 年《合同（当事人）法案》（Contracts (Privity) Act 1982）规定，新西兰邮政须有权执行上述条款，并有权在最终用户违反这些条款的情况下，终止最终用户使用数据的权利。

SPAIN (DEYDE):

西班牙（DEYDE）：

Customer acknowledges that the DEYDE-STREETFILES, which are used in the Spain Address Directory within all versions of Data Services and Data Quality Management, are the intellectual property of DEYDE.

客户确认，所有 Data Services 和 Data Quality Management 版本内的西班牙地址目录中使用的 DEYDE-STREETFILES 均属于 DEYDE 的知识产权。

Switzerland Address Directory (Schweizerische Post):

瑞士地址目录（瑞士邮政）：

Customers are not allowed to extract any data provided. Customers are only allowed to use the product for own validation purposes. Customers are not allowed to use the data to provide any services to any other legal entity. Any use within another legal entity requires a separate license.

客户不得提取任何提供的数据。客户仅允许出于自身验证目的而使用本产品。客户不得使用此类数据向任何其他法人实体提供任何服务。其他法人实体的任何使用行为均需另行获得许可。

TOM TOM:

Third Party Restrictions

第三方限制

a) Additional provisions for MultiNet® data of Norway. End User is prohibited from using the MultiNet® data of Norway to create commercial general purpose printed or digital maps, which are similar to the basic national products of the Norwegian Mapping Authority.

有关 MultiNet®挪威数据的其他规定。禁止最终用户使用 MultiNet®挪威数据创建用于一般商业用途、且与 Norwegian Mapping Authority 的基本国家公共产品类似的打印地图或数字地图。

b) Additional Provisions with respect to the data for China: End User agrees that any Licensed Product which contains data of China may be subject to additional terms and conditions which shall be provided to End User when available to TomTom. China data may not be exported from China.

与中国数据相关的其他规定：最终用户同意，任何包含中国数据的许可产品需遵循向最终用户提供时 TomTom 所应遵循的附加条款和条件。不得从中国导出中国数据。

c) Additional Provisions with respect to the data for India: End User agrees that any Licensed Product which contains data of India may be subject to additional terms and conditions which shall be provided to End User when available to TomTom.

与印度数据相关的其他规定：最终用户同意，任何包含印度数据的许可产品需遵循向最终用户提供时 TomTom 所应遵循的附加条款和条件。

d) Additional Provisions with respect to the data for Korea: End User agrees that any Licensed Product which contains data of Korea may be subject to additional terms and conditions which shall be provided to Customer when available to TomTom. Korea data may not be exported from Korea.

与韩国数据相关的其他规定：最终用户同意，任何包含韩国数据的许可产品需遵循向客户提供时 TomTom 所应遵循的附加条款和条件。不得从韩国导出韩国数据。

e) As of the Effective Date, the following restriction applies to the Licensed TomTom Products: The 6-digit alpha/numeric Canadian Postal Codes contained in any Licensed Product cannot be used for bulk mailing of items through the Canadian postal system. Furthermore, the 6-digit alpha/numeric Canadian Postal Codes must be wholly contained in the Authorized Application and shall not be extractable. Canadian Postal Codes cannot be displayed or used for postal code look-up on the Internet, nor can they be extracted or exported from any application to be utilized in the creation of any other data set or application. Notwithstanding the above, an End User may optionally correct or derive Canadian Postal Codes using the Value Added Products, but only as part of the address information for locations (e.g.: of delivery points and depots) that have been set up in the Value Added Product, and optionally extract data for fleet management purposes.

自生效日期起，以下限制条款适用于许可的 TomTom 产品：任何许可产品中包含 6 位字母/数字的加拿大邮政编码不得用于通过加拿大邮政系统的批量邮寄。此外，6 位字母/数字的加拿大邮政编码必须完全包含在经授权的应用程序中，且不得提取。加拿大邮政编码不得显示或用于在互联网上查找邮政编码，亦不得从任何应用程序中提取或导出加拿大邮政编码来创建任何其他数据集或应用程序。尽管有前述规定，最终用户仍可选择使用增值产品来纠正或派生加拿大邮政编码，但只能作为增值产品中已设置位置（即交付点和仓库位置）的地址信息的一部分。此外，最终用户也可选择出于车队管理目的提取数据。

f) Additional provisions with respect to the Premium Points of Interest North America Licensed Product: It is expressly prohibited to use the Premium Points of Interest North America for (a) telephone call routing related applications; (b) screen pop applications, (c) CD-ROM director of other derivative directory product; (d) verification services; (e) caller name services; and (f) online marketing lead verification services.

与北美许可产品附加兴趣点相关的其他规定：明令禁止将北美附加兴趣点用于 (a) 电话呼叫路由相关的应用程序；(b) 屏幕弹出式应用程序；(c) 其他派生目录产品的驱动光盘；(d) 验证服务；(e) 来电者姓名服务；(f) 在线营销潜在客户验证服务。

Following restrictions will apply to usage of the Brand Icon component:

使用品牌图标组件时，应遵循以下限制条款：

g) End User agrees that the use of the Brand Icon component is subject to the terms and conditions set forth in this Agreement and that there may be additional third party terms, conditions and restrictions to which the use of the Brand Icon component will be subject and which will be provided to the End User from time to time in the product release notes.
最终用户同意根据本协议中规定的条款和条件、第三方附加条款条件和限制、以及产品发行说明中不时向最终用户提供的条款条件使用品牌图标组件。

Additional End User provisions:
其他最终用户规定：

h) End User shall not use the Authorized Application to create (or assist in the creation of) a digital map database. A “digital map database” means a database of geospatial data containing the following information and attributes: (x) road geometry and street names; or (y) routing attributes that enable turn-by-turn navigation on such road geometry; or (z) latitude and longitude of individual addresses and house number ranges.
最终用户不得使用经授权的应用程序创建（或协助创建）数字地图数据库。“数字地图数据库”是指包含以下信息和属性的地理空间数据库：(x) 路形和街道名称；(y) 支持针对前述路形进行逐向道路导航的路由属性；(z) 各个地址和门牌号范围的经纬度。

i) End User shall not use the Authorized Application to provide competitive information about TomTom or its products to third parties.
最终用户不得使用经授权的应用程序向第三方提供有关 TomTom 及其产品的竞争性信息。

j) The Authorized Application may not be used for in-flight navigation.
经授权的应用程序不得用于飞行导航。

k) In the event that any End User is a government entity, include language which is substantially the same as the following:
如果最终用户为政府实体，则包括与以下内容实质相同的语言表述：

l) U.S. GOVERNMENT RIGHTS. If End User is an agency, department, or other entity of the United States Government, or funded in whole or in part by the United States Government, then use, duplication, reproduction, release, modification, disclosure or transfer of this commercial product and accompanying documentation, is restricted in accordance with the LIMITED or RESTRICTED rights as described in any applicable DFARS or FAR. In case of conflict between any of the FAR and/or DFARS that may apply to the Licensed Product, the construction that provides greater limitations on the Government’s rights shall control. Contractor/manufacturer is TomTom North America, Inc., 11 Lafayette Street, Lebanon, NH 03766-1445. Phone: 603.643. 0330. The Licensed TomTom Products are © 2006-201_ by TomTom. ALL RIGHTS RESERVED. For purpose of any public disclosure provision under any federal, state or local law, it is agreed that the Licensed TomTom Products are a trade secret and a proprietary commercial product and not subject to disclosure.
美国政府权利。如最终用户是美国政府的机构、部门或任何其他实体，或者是全部或部分由美国政府出资的其他实体，则此商品和附带文档的使用、复制、发布、修改、披露或转让均需遵循任何相应 DFARS 或 FAR 中所述的有限或受限权利。如适用于许可产品的任何 FAR 和/或 DFARS 条款存在冲突，则以较严格的限制政府权利的条款为准。承包商/制造商为 TomTom North America, Inc., 11 Lafayette Street, Lebanon, NH 03766-1445。电话：603.643.0330.许可的 TomTom 产品为© 2006-201_ by TomTom。保留所有权利。对于任何联邦、州或地方法律中规定的任何公开披露条款，协议双方一致同意，许可的 TomTom 产品属于商业机密和专有商品，不得予以披露。

m) If End User is an agency, department, or other entity of any State government, the United States Government or any other public entity or funded in whole or in part by the United States Government, then End User hereby agrees to protect the Licensed TomTom Products from public disclosure and to consider the Licensed TomTom Products exempt from any statute, law, regulation, or code, including any Sunshine Act, Public Records Act, Freedom of Information Act, or equivalent, which permits public access and/or reproduction or use of the Licensed TomTom Products. In the event that such exemption is challenged under any such laws, this agreement shall be considered breached and any and all right to retain any copies or to use of the Licensed TomTom Products shall be terminated and considered immediately null and void. Any copies of the Licensed TomTom Products held by Customer shall immediately be destroyed. If any court of competent jurisdiction considers this clause void and unenforceable, in whole or in part, for any reason, this agreement shall be considered terminated and null and void, in its entirety, and any and all copies of the Licensed TomTom Products shall immediately be destroyed.
如最终用户是美国政府的机构、部门或任何其他实体，或者是全部或部分由美国政府出资的任何其他公共实体，最终用户谨此同意，保护许可的 TomTom 产品免受公开披露，并使许可的 TomTom 产品获得任何法规、法律、规章或准则的豁免，其中包括任何允许公众访问和/或复制或使用经许可的 TomTom 产品的《阳光法案》、《国家档案法》、《信息自由法》或具有同等法律效力的法案。如此类豁免触犯任何上述法律，则应视为违反本协议，且任何及所有保留许可的 TomTom 产品的任何副本的权利或使用该产品的权利应立即终止并视为无效。客户持有的经许可的 TomTom 产品的任何副本应立即销毁。如任何管辖法院认为本条款因任何原因全部或部分无效或不可执行，则本协议应视为已终止并完全无效，且经许可的 TomTom 产品的任何及所有副本均应立即销毁。

- **Additional Licensed Product Provisions and Details**
针对许可产品的其他规定和详情

n) Additional Provisions with respect to the MultiNet® data of Norway only. Customer is prohibited from using the MultiNet® data of Norway to create general purpose printed or digital maps, which are similar to the basic national products of the Norwegian Mapping Authority. (Any Authorized Application of the MultiNet® data of Norway shall be regarded as similar to the basic national products of the Norwegian Mapping Authority if such Authorized Application has a regional or national coverage, and at the same time has a content, scale and format that are similar to the basic national products of the Norwegian Mapping Authority.)
仅与 MultiNet®挪威数据相关的其他规定。禁止客户使用 MultiNet®挪威数据创建用于一般商业用途、且与 Norwegian Mapping Authority 的基本国家公共产品类似的打印地图或数字地图。（如果任何经授权的 MultiNet®挪威数据应用程序具有地区级或国家级覆盖范围，且具有与 Norwegian Mapping Authority 基本国家产品类似的内容、规模和格式，则应视为与 Norwegian Mapping Authority 的基本国家公共产品类似。）

o) Additional Provisions with respect to the data for China: Customer agrees that any Licensed Product which contains data of China may be subject to additional terms and conditions which shall be provided to Customer when available to TomTom. China data may not be exported from China.
与中国数据相关的其他规定：客户同意，任何包含中国数据的许可产品需遵循向客户提供时 TomTom 所应遵循的附加条款和条件。不得从中国导出中国数据。

p) Additional Provisions with respect to the data for India: Customer agrees that any Licensed Product which contains data of India may be subject to additional terms and conditions which shall be provided to Customer when available to TomTom.
与印度数据相关的其他规定：客户同意，任何包含印度数据的许可产品需遵循向客户提供时 TomTom 所应遵循的附加条款和条件。

q) Additional Provisions with respect to the data for Korea: Customer agrees that any Licensed Product which contains data of Korea may be subject to additional terms and conditions which shall be provided to Customer when available to TomTom. Korea data may not be exported from Korea. Data cannot be shipped to End Users in an open format (such as ESRI shapefile).
与韩国数据相关的其他规定：客户同意，任何包含韩国数据的许可产品需遵循向客户提供时 TomTom 所应遵循的附加条款和条件。不得从韩国导出韩国数据。数据不得以开放文件格式（如 ESRI 图形文件）提供给最终用户。

r) As of the Effective Date, the following restriction applies to the Licensed TomTom Products: The 6-digit alpha/numeric Canadian Postal Codes contained in any Licensed Product cannot be used for bulk mailing of items through the Canadian postal system. Furthermore, the 6-digit alpha/numeric Canadian Postal Codes must be wholly contained in the Authorized Application and shall not be extractable. Canadian Postal Codes cannot be displayed or used for postal code look-up on the Internet, nor can they be extracted or exported from any application to be utilized in the creation of any other data set or application. Notwithstanding the above, an End User may optionally correct or derive Canadian Postal Codes using the Value Added Products, but only as part of the address information for locations (e.g.: of delivery points and depots) that have been set up in the Value Added Product, and optionally extract data for fleet management purposes.
自生效日期起，以下限制条款适用于许可的 TomTom 产品：任何许可产品中包含 6 位字母/数字的加拿大邮政编码不得用于通过加拿大邮政系统的批量邮寄。此外，6 位字母/数字的加拿大邮政编码必须完全包含在经授权的应用程序中，且不得提取。加拿大邮政编码不得显示或用于在互联网上查找邮政编码，亦不得从任何应用程序中提取或导出加拿大邮政编码来创建任何其他数据集或应用程序。尽管有前述规定，最终用户仍可选择使用增值产品来纠正或派生加拿大邮政编码，但只能作为增值产品中已设置位置（即交付点和仓库位置）的地址信息的一部分。此外，最终用户也可选择出于车队管理目的提取数据。

s) Additional provisions with respect to the Premium Points of Interest North America Licensed Product: It is expressly prohibited to use the Premium Points of Interest North America for (a) telephone call routing related applications; (b) screen pop applications, (c) CD-ROM director of other derivative directory product; (d) verification services; (e) caller name services; and (f) online marketing lead verification services. The Local Points of Interest North America cannot be licensed to the following companies, their commonly owned companies or aliases: Acxiom, Accudata, Allant, Alliance Data, eBeureau, Equifax, Experian, Knowledgebase Marketing, ChoicePoint, Harte-Hanks, Infutor, Donnelley Marketing, infoGroup, Trans Union, Transaction Network Services, and LexisNexis.
与北美许可产品附加兴趣点相关的其他规定：明令禁止将北美附加兴趣点用于 (a) 电话呼叫路由相关的应用程序；(b) 屏幕弹出式应用程序；(c) 其他派生目录产品的驱动光盘；(d) 验证服务；(e) 来电者姓名服务；(f) 在线营销潜在客户验证服务。不得向以下公司及其共同持股的公司或以其他名称命名的公司授予北美当地兴趣点的许可：Acxiom、Accudata、Allant、Alliance Data、eBeureau、Equifax、Experian、Knowledgebase Marketing、ChoicePoint、Harte-Hanks、Infutor、Donnelley Marketing、infoGroup、Trans Union、Transaction Network Services 和 LexisNexis。

Following restrictions will apply to usage of the Brand Icon component:
使用品牌图标组件时，应遵循以下限制条款：

t) Customer agrees that the use of the Brand Icon component is subject to the terms and conditions set forth in this Agreement and that there may be additional third party terms, conditions and restrictions to which the use of the Brand Icon component will be subject and which will be provided to the End User from time to time in the product release notes.
客户同意根据本协议中规定的条款和条件、第三方附加条款条件和限制、以及产品发行说明中不时向最终用户提供的条款条件使用品牌图标组件。

u) Copyright Notices. Customer shall conspicuously display each applicable then current copyright notice for the Licensed TomTom Products in accordance with Article 10.5 “Intellectual Property (rights) notice” for each Authorized Application that is based upon:
版权声明。客户应根据所有经授权应用程序的第 10.5 条“知识产权（权利）声明”中与以下内容相关的规定，针对许可的 TomTom 产品，明确显示届时有效的相关版权声明：

3. MULTINET®.

As of the Effective Date, the copyright notice is: “Data Source © <current year> TomTom”; and, in addition, “based on”:
自生效日期起，版权声明为：“Data Source © <current year> TomTom”; and, in addition, “based on”:

a) MultiNet® data of Austria. As of the Effective Date, the copyright notice is: “© BEV, GZ 1368/2003.”
MultiNet®奥地利数据。自生效日期起，版权声明为：“© BEV, GZ 1368/2003.”

b) MultiNet® data of Denmark. As of the Effective Date, the copyright notice is: “© DAV, violation of these copyrights shall cause legal proceedings.”
MultiNet®丹麦数据。自生效日期起，版权声明为：“© DAV, violation of these copyrights shall cause legal proceedings.”

c) MultiNet® data of France. As of the Effective Date, the copyright notice is: [for an Authorized Application for Navigation Units: “© IGN France.”] / [for an Authorized Application for Geographic Information Systems: “Georoute © IGN France.”] / [for an Authorized Application for navigational products: “Michelin data © Michelin 20__”]
MultiNet®法国数据。自生效日期起，版权声明为：[对于适用于导航部门的授权应用程序：“© IGN France.”]] / [对于适用于地理信息系统的授权应用程序：“Georoute © IGN France.”]] / [对于适用于导航产品的授权应用程序：“Michelin data © Michelin 20__”]]

d) MultiNet® data of Indonesia. As of the Effective Date, the copyright notice is: “® Base data Bakosurtanal”.
MultiNet®印度尼西亚数据。自生效日期起，版权声明为：“® Base data Bakosurtanal”。

e) MultiNet® data ofGreat Britain. As of the Effective Date, the copyright is: “Contains Ordnance Survey data © Crown copyright and database right [current year]” and “Contains Royal Mail data © Royal Mail copyright and database right [current year]”
MultiNet®英国数据。自生效日期起，版权声明为：“Contains Ordnance Survey data © Crown copyright and database right [current year]”和“Contains Royal Mail data © Royal Mail copyright and database right [current year]”

f) MultiNet® data of Northern Ireland. As of the Effective Date, the copyright notice is: “Ordnance Survey of Northern Ireland.”
MultiNet®北爱尔兰数据。自生效日期起，版权声明为：“Ordnance Survey of Northern Ireland.”

g) MultiNet® data of Norway. As of the Effective Date, the copyright notice is: "© Norwegian Mapping Authority, Public Roads Administration / © Mapsolutions."
MultiNet®挪威数据。自生效日期起，版权声明为："© Norwegian Mapping Authority, Public Roads Administration / © Mapsolutions."

h) MultiNet® data of Russia: As of the Effective Date, the copyright notice is: "© Roskartographia"
MultiNet®俄罗斯数据：自生效日期起，版权声明为："© Roskartographia"

i) MultiNet® data of Switzerland. As of the Effective Date, the copyright notice is: "© Swisstopo."
MultiNet®瑞士数据。自生效日期起，版权声明为："© Swisstopo."。

j) MultiNet® data of The Netherlands. As of the Effective Date, the copyright notice is: "Topografische onderground Copyright © dienst voor het kadaster en de openbare registers, Apeldoorn 2013."
MultiNet®荷兰数据。自生效日期起，版权声明为："Topografische onderground Copyright © dienst voor het kadaster en de openbare registers, Apeldoorn 2013."

4. MULTINET NORTH AMERICA:

MULTINET · 北美：

As of the Effective Date, the copyright notice is: "© 2006 – 2013_ TomTom. All rights reserved. This material is proprietary and the subject of copyright protection and other intellectual property rights owned or licensed to TomTom. TomTom is an authorized user of selected Statistics Canada computer files and distributor of derived information products under Agreement number 6776. The product is sourced in part from Statistics Canada computer files, including 2010 Road Network File (RNF), 92-500-G and 2006 Census Population and Dwelling Count Highlight Tables, 97-550-XWE2006002. The product includes information copied with permission from Canadian authorities, including © Canada Post Corporation, GeoBase®, and Department of Natural Resources Canada, All rights reserved. The use of this material is subject to the terms of a License Agreement. You will be held liable for any unauthorized copying or disclosure of this material."

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5. MULTINET POST:

MULTINET · 加拿大邮政：

As of the Effective Date, the copyright notice is: "© 2006 – 2013_ TomTom. All rights reserved. This material is proprietary and the subject of copyright protection and other intellectual property rights owned or licensed to TomTom. The product includes information copied with permission from Canadian authorities, including © Canada Post Corporation, All rights reserved. The use of this material is subject to the terms of a License Agreement. You will be held liable for any unauthorized copying or disclosure of this material."

自生效日期起，版权声明为："© 2006 – 2013_ TomTom. All rights reserved. This material is proprietary and the subject of copyright protection and other intellectual property rights owned or licensed to TomTom. The product includes information copied with permission from Canadian authorities, including © Canada Post Corporation, All rights reserved. The use of this material is subject to the terms of a License Agreement. You will be held liable for any unauthorized copying or disclosure of this material."

6. PREMIUM POINTS OF INTEREST NORTH AMERICA:

北美附加兴趣点：

As of the Effective Date, the copyright notice is: "© 2006-2013 TomTom. All rights reserved. This material is proprietary and the subject of copyright protection, database right protection and other intellectual property rights owned by TomTom or its suppliers. Portions of the POI database contained in Local Points of Interest North America have been provided by Localeze. The use of this material is subject to the terms of a license agreement. Any unauthorized copying or disclosure of this material will lead to criminal and civil liabilities."

自生效日期起，版权声明为：："© 2006-2013 TomTom. All rights reserved. This material is proprietary and the subject of copyright protection, database right protection and other intellectual property rights owned by TomTom or its suppliers. Portions of the POI database contained in Local Points of Interest North America have been provided by Localeze. The use of this material is subject to the terms of a license agreement. Any unauthorized copying or disclosure of this material will lead to criminal and civil liabilities."

UK (ROYAL MAIL)
英国（皇家邮政）

PREAMBLE

序言

The following terms constitute the end user licence agreement for PAF® Data.

以下条款构成就 PAF® Data 达成的最终用户许可协议。

Public Sector entities operating within the United Kingdom must also enter into a direct Public Sector Licence agreement with Royal Mail. SAP will require Customer to provide evidence of such a valid licence.

在英国境内运营的公共部门实体还必须与英国皇家邮政签署公共部门直接许可协议。SAP 将要求客户提供有关此项有效许可的证明。

Corporate Group licences are available by also entering into a direct licence agreement with Royal Mail. SAP will require Customer to provide evidence of such a valid licence.

企业集团许可同样须经过与英国皇家邮政签署直接许可协议方可授予。SAP 将要求客户提供有关此项有效许可的证明。

The End User agrees to notify Solution Provider and/or Third Party Solution Providers immediately about any licensing changes and/or exceeding of the licensed category.

若出现许可变更和/或超出许可类别的任何情形，最终用户同意立即通知解决方案提供商和/或第三方解决方案提供商。

DEFINITIONS AND INTERPRETATION

定义和解释

In this Licence the following terms have the following meanings:
下列术语在本许可中的具体含义如下：

Bureau Customer 机构客户	a customer for a Bureau Service 机构服务的客户
Bureau Services **机构服务**	a service comprising the Data Cleansing of a Customer Database and the supply of the resulting Cleansed Customer Database back to the relevant customer 清洗客户数据库中的数据并将最终清洗后的客户数据库返回给相关客户的服务
Customer Database **客户数据库**	a database of an End User's customer 最终用户的客户的数据库
Data Cleansing **数据清洗**	the processing of existing data records using PAF® Data: 使用 PAF® Data 处理现有数据记录： a) including validating, reformatting, correcting or appending additional data to those records, and 包括验证、重新格式化、更正这些记录或者向这些记录中添加额外数据，并且 b) including the use of PAF® Data within address capture applications, but 包括使用地址捕获应用程序中的 PAF® Data，但是 c) not including Data Extraction (whether carried out by an address capture application or otherwise), 不包括数据提取（无论是通过地址捕获应用程序还是其他工具执行）， and Cleansed shall be read accordingly 并相应读取清洗后数据
End User **最终用户**	a single legal entity who a Customer may permit to use PAF® Data through its Users in accordance with this Licence 客户允许其用户依据本许可使用 PAF® Data 的单个法人实体
End User Terms **最终用户条款**	the terms set out in the Licence 许可中列出的条款
Extracted Data **提取的数据**	data generated as a result of Data Extraction 通过数据提取生成的数据
Licence **许可**	these terms made up of the “Preamble” section, “Definitions and Interpretation” section and the “Licence Terms” section 构成“序言”、“定义和解释”以及“许可条款”部分的此类条款
PAF® Data	Royal Mail's database known as PAF®, and including the database known as the "Alias File" 称作 PAF®的英国皇家邮政的数据库，其中包括称作“别名文件”的数据库
Solution **解决方案**	a product or service or other solution which benefits from or includes PAF® Data (including the provision of PAF® Data itself), in whatever form, however produced or distributed and whether or not including other functionality, services, software or data 受益于 PAF® Data 或包括 PAF® Data（包括提供 PAF® Data 本身）的、以任何形式制作或分发的产品或服务或其他解决方案，无论是否包括其他功能、服务、软件或数据
Substantially All Database **全部地址数据库**	a database which on its own or as part of another database comprises all or substantially all the addresses in the United Kingdom or any of England, Wales, Scotland or Northern Ireland 其自身或作为其他数据库的一部分包含英国或英格兰、威尔士、苏格兰或北爱尔兰任何地区的全部或几乎所有地址的数据库
User **用户**	an individual authorised by an End User to use a Solution 最终用户授权使用解决方案的个人

LICENCE TERMS
许可条款

1. END USERS' PERMITTED USE OF SOLUTIONS
最终用户对解决方案的使用许可

End Users may freely use PAF® Data in Solutions in accordance with these End User Terms.
最终用户可依据本最终用户条款自由使用解决方案中的 PAF® Data。

2. CONDITIONS OF USE
使用条件

a) End Users must not make copies of PAF® Data except as permitted by these End User Terms or reasonably necessary for back-up, security, business continuity and system testing purposes.
除非本最终用户条款准许或者出于备份、安全性、业务连续性和系统测试目的的合理需求之外，否则最终用户不得制作 PAF® Data 的副本。

b) End Users may use PAF® Data for Data Extraction but Extracted Data:
最终用户可将 PAF® Data 用于数据提取，但提取的数据：

i. may only be accessed by Users, and
仅可供用户访问，且

ii. must not be supplied or any access to it provided to any third party.
不得向任何第三方提供或者向第三方提供该类数据的访问权限。

c) End Users may provide Cleansed data to third parties provided that:
最终用户可向第三方提供清洗后的数据，但前提是：

i. where that supply is a Bureau Service, the End User and the Bureau Customers comply with the restrictions in Schedule 4, and
若提供的是机构服务，则最终用户和机构客户须遵守附录 4 中的限制条款，且

ii. if such databases are Substantially All Databases:
若此类数据库为全部地址数据库：

- such databases are not represented or held out as a master, original or comprehensive address database or other similar description,
此类数据库不得表述或显示为主要的、原始的或者综合性的地址数据库或其他类似描述，
- the access is provided in the course of the End User's normal data supply or routine business activities and is not carried on as a business in its own right, and
对此类数据库的访问权限在最终用户的正常数据供应或日常业务活动过程中提供，不得独立作为一项业务来执行，并且
- the provision includes a prominent notice that the relevant Cleansed data has been cleansed against PAF® Data.
提供访问权限时附带一项重要声明，注明相关的清洗后数据已针对 PAF® Data 进行了清洗。

d) End Users must not permit access to, display or communicate to the public any Solutions, except for the purposes of capturing or confirming address details of third parties.
最终用户不得允许公众访问，或向公众显示或传播任何解决方案，出于捕获或确认第三方详细地址信息的目的除外。

e) Except as set out in these End User Terms, End Users must not:
除非本最终用户条款有明确规定，否则最终用户不得：

i. transfer, assign, sell or license Solutions or their use to any other person,
向其他任何人转让、让渡、销售或许可解决方案或其使用权利，

ii. use Solutions to create a product or service distributed or sold to any third party which relies on any use of PAF® Data, including copying, looking up or enquiring, publishing, searching, analysing, modifying and reformatting, or
使用解决方案创建依赖于以任何形式（包括复制、查找、查询、发布、搜索、分析、修改和重新格式化）使用 PAF® Data 的产品或服务并向任何第三方分销或销售，或者

iii. copy, reproduce, extract, reutilise or publish Solutions or any of them.
复制、重现、提取、重新利用或发布解决方案或其任何组成部分。

3. SUBCONTRACTING
分包

End Users may provide PAF® Data to their subcontractors who may use it to the extent necessary for:
最终用户可向分包商提供 PAF® Data，供其在以下目的所需范围之内使用这些数据：

a) the provision of information technology services to the End User, or
向最终用户提供信息技术服务，或

b) acting on behalf of the End User
代表最终用户行事

in each case for the End User's own business purposes and not those of the sub-contractor and provided that each such sub-contractor agrees to observe the restrictions on use of PAF® Data contained in these End User Terms and that the End User is responsible for any breaches of those terms by such sub-contractor.
出于最终用户自己的业务目的而非分包商的业务目的，且前提条件是，此类分包商均同意遵守本最终用户条款中包含的有关使用 PAF® Data 的限制规定，且最终用户对此类分包商任何违反此类条款的行为承担责任。

4. PERSONAL RIGHTS
个人权利

End User rights are personal, limited and non-transferable.
最终用户的权利是个人的、有限的且不可转让的。

5. ROYAL MAIL'S IPR NOTICE
皇家邮政的知识产权（IPR）声明

The End User acknowledges that Royal Mail is the owner of the intellectual property rights in PAF® Data and the PAF® brand and it does not acquire and is not granted any rights to use those intellectual property rights other than as set out in these End User Terms.
最终用户确认，皇家邮政是 PAF® Data 中所含知识产权及 PAF®品牌的所有者，最终用户既未获得这些知识产权，亦未取得这些知识产权的任何使用授权，本最终用户条款中规定的知识产权除外。

6. CESSATION OF USE OF PAF® DATA
PAF® DATA 的停止使用

End Users must cease use of PAF® Data if their right to use PAF® Data is terminated and also destroy any copies of PAF® Data they hold.
最终用户使用 PAF® Data 的权利终止时，其必须停止使用 PAF® Data 数据，同时销毁其所有拥有的 PAF® Data 的任何副本。

7. PAF® USE BY USERS

用户对 PAF®的使用

End Users must ensure that:

最终用户必须确保：

a) these End User Terms bind their Users,
本最终用户条款对其用户具有约束力，

b) only their Users exercise the use rights of Solutions and PAF® Data granted to End Users further to these End User Terms, and
仅其用户有权行使依据本最终用户条款向最终用户授予的解决方案和 PAF® Data 的使用权利，且

i. in the event of termination or expiry of End Users' rights to use Solutions and PAF® Data, the rights of Users to use them also terminate.
若最终用户使用解决方案和 PAF® Data 的权利终止或有效期届满，则用户的上述使用权也应终止。

USA – USPS SUBLICENSE AGREEMENTS

USA — USPS 从属许可协议

1. LIMITS ON USE OF DATA

数据使用限制

1.1. USPS Certified Address Directory Option for DPV and Lacslink. In the event Customer activates the locking features of the Software and wishes to unlock such features, Customer agrees to provide certain information relating to the list owner, locking record details and the origin of the locking record including but not limited to the type of list, owner of list if rented and other tracking information as requested by the Licensor or the USPS.

USPS 认证的 DPV 和 Lacslink 地址目录选项。如客户激活软件的锁定功能并希望取消锁定此类功能，则客户应同意提供与列表所有者、锁定记录明细和锁定记录来源相关的具体信息，包括但不限于：列表类型、列表所有者（如租赁）以及根据许可方或 USPS 的要求提供的其他跟踪信息。

2. GEOGRAPHIC SPECIFIC RESTRICTIONS

特定地区限制

a) USPS products may only be sold in the US and are not available outside of the US.
USPS 产品只能在美国销售，美国以外地区不予以提供。

b) US NATIONAL DIRECTORY PRODUCTS MAY BE SOLD GLOBALLY.
美国国家目录产品可销往全球。

c) SPECIALIZED PRODUCTS SUCH AS LACSLINK, SUITELINK, NCOALINK, DPV, USPS DELIVERY SEQUENCE FILE – DSF2 AND RDI MAY ONLY BE SOLD TO US PERSONS OR ENTITIES FOR USE WITHIN THE US.
LACSLINK、SUITELINK、NCOALINK、DPV、USPS Delivery Sequence File — DSF2 和 RDI 只能销售给在美国范围内使用的美国个人或实体。

THE NCOALINK INTERFACE CAN ONLY BE SOLD TO PERSONS WHO ARE AUTHORIZED BY THE USPS TO PURCHASE NCOALINK DATA. (NOTE: WE ONLY SELL THE NCOALINK INTERFACE AND CUSTOMERS MUST OBTAIN THE NCOALINK DATA DIRECTLY FROM THE USPS AND MUST BE CERTIFIED TO PURCHASE SUCH DATA BY THE USPS.)

NCOALINK 接口只能销售给经 USPS 授权允许购买 NCOALINK 数据的个人。（注：我们仅销售 NCOALINK 接口，客户必须直接从 USPS 处获得 NCOALINK 数据且必须经 USPS 认证购买此类数据。）

USPS SuiteLink

Customer's right to use the CASS Certified Interface and the SuiteLink Product shall be strictly limited to use only within the United States of America;

客户使用 CASS 认证接口和 SuiteLink 产品的权利严格限制在美国境内；

Customer's right to use the CASS Certified Interface and the SuiteLink Product shall be strictly limited to improving business delivery addresses in multi-occupation buildings for use on letters, flats, postcards, packages, leaflets, magazines, postcards, advertisements, books, and other printed material, and any other item that will be delivered by USPS.

客户使用 CASS 认证接口和 SuiteLink 产品的权利严格限于完善多户共住建筑物中的由 USPS 递送的信函、平面图、明信片、包裹、宣传单页、杂志、明信片、广告、书本、其他印刷品以及任何其他物品的业务邮递地址。

Customer have no right to sublicense, sell or otherwise distribute, reproduce, perform, or prepare derivative works of the Interface or the SuiteLink Product.

客户无权分许可、出售或以其他方式分发、复制、执行或准备 CASS 认证接口或 SuiteLink 产品的衍生作品。

Customer acknowledges that:

客户确认：

a) the CASS Certified Interface and the SuiteLink Product under license from USPS;
CASS 认证接口和 SuiteLink 产品已取得 USPS 的使用许可；

b) You are a sublicensee under SAP's license from USPS and obtain from Licensor no broader right than permitted under SAP's license agreement with USPS;
被许可方是 SAP 从 USPS 处获得许可权的被分许可方，被许可方从许可方获得的权利不得超过 SAP 与 USPS 签署的许可协议所赋予的权利；

5. You shall be strictly limited to using the CASS Certified Interface and the SuiteLink Product only as a component of SAP's Data Quality or Data Services products.

客户应严格遵照规定，仅将 CASS 认证接口和 SuiteLink 产品用作 SAP Data Quality 或 SAP Data Services 产品的组件。

USPS NCOALink

Customer has no rights as to the NCOALink Interface under this agreement beyond using it as a component of Licensor's Data Quality and Data Services products in conjunction with the NCOALink data product to update a list, system, group or other collection of at least 100 unique names and addresses (herein "Mailing Lists") used for addressing letters, flats, postcards, packages, leaflets, magazines, advertisements, books and

other printed material, and any other deliverable item handled by the United States Postal Service (herein "Deliverables") for delivery by the United States Postal Service (herein "USPS").
除以下权利外，客户在本协议项下对 NCOALink 接口没有其他权利：将其作为许可方的 SAP Data Quality 和 SAP Data Services 产品的组件与 NCOALink 数据产品结合使用，以更新地址列表、系统、组或至少 100 个唯一姓名和地址的其他集合（"邮寄列表"），将之用于寄送由美国邮政管理局（"USPS"）寄送的信函、平面图、明信片、包裹、宣传单页、杂志、广告、书本及其他印刷品及美国邮政管理局处理的其他可投递项物品（"可投递项"）。
Customer has no right to develop or use any NCOALink product, service, interface, or any related item or technology to compile or maintain a list or collection of names and addresses or addresses only of new movers or to create other products or data bases or collections of information concerning new movers, histories of address changes, lists or histories of residents, or other informational or data sources based upon information received from or through the NCOALink data or technology for the purpose of renting, selling, transferring, disclosing, making available or otherwise providing such information to an entity unrelated to Customer.
客户无权开发或使用任何 NCOALink 产品、服务、接口、任何相关物品或技术编译或维护姓名和地址列表或清单、或仅限新搬迁者的地址列表或清单；亦无权出于租赁、销售、转让、披露、利用或以其他形式向与客户无关的实体提供此类信息的目的创建其他与新搬迁者相关的产品、数据库或信息集合，地址变更历史记录、居民名单或历史记录、其他以通过 NCOALink 数据或技术得到的信息为基础得出的所有其他信息或数据源。
For the purposes of communicating with addressees on Customer's Mailing Lists and for the purpose of record-keeping, however, Customer is permitted to retain updated addresses so long as not used in violation of paragraph 2 above, for individuals and entities with whom Customer has or had a business relationship, in connection with which Customer will use the updated address; however, these updated addresses may only be used by Customer and Customer may use them only for carrying out your organizational purposes in connection with that individual or entity and may not transfer, disclose, license or distribute to, or be used by any other entity or individual whatsoever.
但出于客户与收件人沟通客户的邮寄列表并保存记录的目的，只要在不违反上述第 2 节规定的前提下，客户可以保留与其现在或过去有业务关系的、与客户使用更新地址相关的个人和实体的更新地址；但这些更新的地址仅可由客户使用，客户仅可出于与个人或实体相关的组织目的使用此类地址，且不得将此类信息转让、披露、许可、分发或提供给任何其他实体或个人。
No proprietary Mailing List that contains both old and corresponding updated address records, or any service product or system of lists that can be used to link old and corresponding updated address records, if updated by use of NCOALink, shall be rented, sold, transferred, disclosed, made available, or otherwise provided, in whole or in part to your customers or any other individual or entity.
如 NCOALink 已使用更新的邮寄列表，则任何包含旧地址记录和对应的更新地址记录，或者可用来链接旧地址记录和对应的更新地址记录列表的任何服务产品或系统的专有邮件列表均不得全部或部分租赁、出售、转让、披露、利用或以其他方式提供给客户的客户或任何其他个人或实体。
Customer's right to use the NCOALink Interface is strictly limited to use only within the United States, its territories, and possessions.
客户对 NCOALink 接口的使用权利仅限在美国境内及其管辖区及占地内使用。
As to the Interface, Customer has the right only to update Mailing Lists used to prepare Deliverables that will be deposited with the USPS.
对于接口，客户仅有权更新用于准备将由 USPS 保管的可投递项的邮寄列表。
Customer has no right to sublicense, sell, assign, or otherwise transfer rights in, reproduce, perform, attempt to improve, reverse engineer, modify or otherwise change, or prepare derivative works of the Interface. Any attempt to sublicense, sell, assign, or otherwise transfer rights in, or otherwise distribute the Interface shall be void.
客户无权对接口进行分许可、销售、转让或以其他方式转移其中的权利，无权对接口复制、执行、尝试改善、反向工程、修改或以其他方式变更或准备衍生作品。试图将接口进行分许可、销售、转让或以其他方式转移其中的权利或分发的行为均无效。
Customer acknowledges that:
客户确认：

a) USPS owns the NCOALink data, technology, and system in its entirety including that used in the development of the Interface;
USPS 拥有 NCOALink 数据、技术和系统的整体权利，包括用于接口开发的权利；

b) USPS owns and retains rights in the trademark of NCOALink and in the registered trademarks UNITED STATES POSTAL SERVICE®, POSTAL SERVICE ®, US POSTAL SERVICE®, AND USPS® ;
USPS 拥有和保留 NCOALink 的商标专用权及以下注册商标的专用权：UNITED STATES POSTAL SERVICE®、POSTAL SERVICE ®、US POSTAL SERVICE®及 USPS®；

c) SAP is providing the Interface as a component of its products to Customer solely for use with the NCOALink Product under a nonexclusive, limited distribution license from USPS; and
SAP 将此接口作为其产品的组件提供给客户，客户仅限基于 USPS 授予的非独占性的有限分发许可与 NCOALink 产品一起使用；及

d) the rights Customer obtains in this license are derived from SAP's agreement with USPS and you obtain from SAP no broader right than SAP obtains from USPS, except as to Customer's specific right to use the NCOALink Interface to access the NCOALink data.
客户从该项许可中获得的权利来自 SAP 与 USPS 达成的协议，且客户从 SAP 处取得的权利不超出 SAP 从 USPS 处获得的权利范围，但客户使用 NCOALink 接口访问 NCOALink 数据的特别权利除外。

Customer is strictly limited to using the Interface only as a component of SAP's Data Quality and Data Services products.
客户应仅限于将此接口用作 SAP Data Quality 和 SAP Data Services 产品的组件。
Customer acknowledges and agrees that Customer has no right to sublicense, sell, distribute, reproduce, or display USPS trademarks or sell the Interface or other products under USPS's trademarks.
客户承认并同意客户无权分许可、出售、分发、复制或展示 USPS 商标或出售接口或其他带有 USPS 商标的产品。

DPV SUBLICENSE AGREEMENT

DPV 分许可协议

This Sublicense Agreement ("Sublicense") between SAP and Customer, its subsidiaries and affiliates, current and future ("Sublicensee") sets forth additional terms required by the United States Postal Service ("USPS") regarding Sublicensee's use of the DPV option with other SAP CASS certified software.
本分许可协议（"分许可"）由 SAP 与客户及其当前和未来的子公司和关联公司（"被分许可方"）签署，其中列出了美国邮政管理局（"USPS"）针对被分许可方使用 DPV 选件及其他 SAP CASS 认证软件所规定的附加条款。

For purposes of this Sublicense, Delivery Point Validation ("DPV") means the new USPS proprietary technology product designed to help mailers validate the accuracy of address data, right down to the physical delivery point. The DPV process cannot assign a ZIP+4 Code nor will it respond to a non-ZIP+4 coded address.

为便于本分许可说明，交货点确认（DPV）是指新的 USPS 专有技术产品，旨在帮助邮寄方确认地址数据（直至物理交货点）的准确性。DPV 流程无法分配 ZIP+4 代码，也不会对非 ZIP+4 编码地址做出响应。

1. Sublicensee understands that the USPS provides the DPV Product through special licensing in order to protect the USPS' proprietary intellectual property and its compliance with restrictions of Title 39 USC § 412.

被分许可方了解 USPS 通过特别许可提供 DPV 产品，以便保护 USPS 的专有知识产权并确保其遵守第 39 章节 USC § 412 的限制。

2. Sublicensee acknowledges that the address information contained within the DPV Product is subject to Title 39 USC § 412. Sublicensee shall take all steps necessary to secure the DPV Product in a manner that fully complies with Section 412 constraints prohibiting the disclosure of address lists.

被分许可方确认 DPV 产品内包含的地址信息符合第 39 章节 USC § 412 的要求。被分许可方应采取所有必要步骤，完全遵守 412 小节约束（禁止泄露地址列表），以便保护 DPV 产品。

3. Sublicensee acknowledges that the DPV Product is confidential and the proprietary property of the USPS. Sublicensee further acknowledges that the USPS represents that it is the sole owner of copyrights and other proprietary rights in the DPV Product.

被分许可方承认 DPV 产品是保密的，并且是 USPS 的专有财产。被分许可方进一步确认：USPS 声明其是 DPV 产品中版权和其他专有权的唯一所有者。

4. Sublicensee shall not use the DPV Product technology to artificially compile a list of delivery points not already in Sublicensee's possession or to create other derivative products based upon information received from or through the DPV Product technology.

被分许可方不得使用 DPV 产品技术人工编译被分许可方尚未拥有的交货点列表，或基于通过 DPV 产品技术收到的信息创建其他衍生产品。

5. No proprietary Sublicensee address list(s) or service products or other system of records that contain(s) address attributes updated through DPV processing shall be rented, sold, distributed or otherwise provided in whole or in part to any third party for any purpose containing address attributes derived from DPV processing. Sublicensee may not use the DPV technology to artificially generate address records or to create mailing lists.

不得出于任何目的向任何第三方租赁、销售、分发或以其他方式向第三方提供全部或部分私有被分许可方地址列表、服务产品或其他记录系统，其中包含通过 DPV 处理更新的地址属性（包括从 DPV 处理中派生的地址属性）。被分许可方不得使用 DPV 技术人工生成地址记录或创建邮寄列表。

6. The DPV Product processing requires Sublicensee to have access to address information that appears on mail pieces. To ensure the confidentiality of this address information, no employee or former employee of Sublicensee may, at any time, disclose to any third party any address information obtained in the performance of this agreement. Sublicensee agrees to control and restrict access to address information to persons who need it to perform work under this agreement and prohibit the unauthorized reproduction of this information. Due to the sensitive nature of the confidential and proprietary information contained in the DPV Product, Sublicensee acknowledges that unauthorized use and/or disclosure of the DPV will irreparably harm the USPS' intellectual property. Therefore, Sublicensee (i) agrees to reimburse the USPS for any unauthorized use and/or disclosure at a rate of treble (3 times) the current annual fee charged to Sublicensee hereunder; and (ii) consents to such injunctive or other equitable relief as a court of competent jurisdiction may deem proper.

DPV 产品处理要求被分许可方能够访问邮件上显示的地址信息。为确保此地址信息的保密性，被分许可方的雇员或前雇员在任何时候均不得向任何第三方泄露本协议履行过程中获得的任何地址信息。被分许可方同意控制地址信息，并将地址信息限制为仅供需要该信息依据本协议进行工作的人员使用，并且禁止未经授权复制此信息。由于 DPV 产品所包含保密和专有信息的敏感特性，被分许可方确认：未经授权使用和/或泄露 DPV 将对 USPS 的知识产权造成无法弥补的损害。因此，被分许可方 (i) 同意就任何未经授权使用和/或泄露的行为向 USPS 偿付当前向被分许可方收取年费三（3）倍的金额；并 (ii) 同意管辖法院可能认为适当的此类强制性赔偿或其他合理赔偿。

7. BOTH SAP AND THE USPS SHALL NOT BE LIABLE FOR ANY DESIGN, PERFORMANCE OR OTHER FAULT OR INADEQUACY OF DPV, OR FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH SUCH FAULT OR INADEQUACY. IN NO EVENT SHALL SAP'S OR THE USPS' LIABILITY TO SUBLICENSEE UNDER THIS AGREEMENT, IF ANY, EXCEED THE PRO RATA PORTION OF THE ANNUAL LICENSE FEE FOR DPV.

对于 DPV 的任何设计、性能或其他缺点或不适当之处，或因此类缺点或不适当之处而导致或以任何方式与之相关或关联的任何种类的损害，SAP 和 USPS 概不负责。在任何情况下，SAP 或 USPS 对被分许可方在本协议项下的责任（如有），概不超过 DPV 年许可费的按比例分摊部分。

8. SAP agrees to hold harmless, defend and indemnify Sublicensee for infringement of any U.S. copyright, trademark, or service mark in the DPV provided to Sublicensee under this Agreement. The foregoing obligation shall not apply unless SAP shall have been informed within five (5) calendar days by Sublicensee of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof. In addition, Sublicensee agrees to hold harmless, defend and indemnify SAP and the USPS and its officers, agents, representatives, and employees from all claims, losses, damage, actions, causes of action, expenses, and/or liability resulting from, brought for, or on account of any injury or damage received or sustained by any person, persons or property growing out of, occurring, or attributable to Sublicensee's performance under or related to this agreement, resulting in whole or in part from any breach of this Agreement or from the negligence or intentional misconduct, including any unauthorized disclosure or misuse of DPV Product, including data derived from DPV, by Sublicensee, or any employee, agent, or representative of Sublicensee.

对于由于被分许可方因 SAP 依据本协议向其提供的 DPV 中的任何美国版权、商标或服务标识而遭受的侵害，SAP 同意使被分许可方免受损害，为其提供保护或保证对其进行赔偿。除非被分许可方已在五（5）个日历日内将主张此类侵权的诉讼或起诉通知 SAP，且根据适用法律、法规或法则有权拥有此类防卫权利，否则上述义务不适用。对于由于被分许可方依据本协议或与本协议相关的行为（全部或部分因任何违反本协议的行为或因疏忽或有意过失而导致，包括被分许可方或其任何雇员、代理或代表任何未经授权泄露或滥用 DPV 产品，其中包括派生自 DPV 的数据）而使任何人员或财产遭受伤害或损失而造成的所有赔偿、损失、损害、诉讼、诉讼事由、费用和/或负债，被分许可方同意使 SAP 和 USPS 及其高级职员、代理、代表和员工免受损害，为他们提供保护或保证对他们进行赔偿。

9. Sublicensee acknowledges that the USPS reserves the right to stop DPV processing in the USPS' sole discretion. SAP will not be liable or responsible for any decision the USPS makes in canceling Sublicensee's Sublicense, including, but not limited to, arbitrating the cancellation decision on behalf of the customer. In the event the USPS cancels Sublicensee's DPV processing, (i) Sublicensee shall not be entitled to any refund or credit from SAP; and, (ii) SAP will discontinue shipping DPV directories to Sublicensee.

被分许可方确认：USPS 保留自行决定停止 DPV 处理的权利。对于 USPS 决定取消被分许可方的分许可的任何决定，包括（但不限于）代表客户仲裁取消决定，SAP 概不负责。如 USPS 取消被分许可方的 DPV 处理，(i) 被分许可方将无权获得 SAP 提供的任何退款或抵免；并且 (ii) SAP 将停止向被分许可方发送 DPV 目录。

10. Sublicensee agrees that the USPS or its designated representatives, on an announced or unannounced basis, shall have the right to visit and examine Sublicensee's sites. USPS or its designated representatives shall have the right examine, on or off Sublicensee's premises, Sublicensee's computer systems, processing files, documents, administrative records, and other materials to ensure Sublicensee's compliance with the provisions of this agreement.

被分许可方同意：USPS 或其指定的代表应有权在通知或不通知的情况下访问和检查被分许可方的站点。USPS 或其指定的代表应有权在内部或外部检查被分许可方的计算机系统、处理文件、文档、管理记录及其他材料，以确保被分许可方遵守本协议的规定。

11. Sublicensee further agrees that the USPS or its authorized representatives will, until three (3) years after final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers, records or other materials of Sublicensee involving transactions related to this agreement.

被分许可方进一步同意：在依据本协议最后一次付款后三（3）年内，USPS 或其授权代表将有权访问并有权检查任何直接相关的账目、文档、文件、记录或涉及本协议相关事务的其他材料。

12. Sublicensee shall not export the DPV Product outside of the United States or its territories without prior written approval of the USPS.

未经 USPS 事先书面同意，被分许可方不得在美国或其领土外部出口 DPV 产品。

13. This Sublicense shall be governed by the federal laws of the United States of America, or, when no such law is applicable, then by the laws of the State of New York as interpreted by the United States Court of Appeals for the Second Circuit.

本分许可应受美国联邦法律制约，或者，如没有此类适用法律，则此分许可应受美国第二巡回上诉法院所解释的纽约州法律制约。

14. This Sublicense shall not be transferable, in whole or in part. The rights and obligations of Sublicensee shall be terminated immediately in the event of a dissolution, merger, buy-out, or transfer of any kind of the assets of Sublicensee.

不得全部或部分转让本分许可。如被分许可方的资产以任何形式被清算、合并、收购或转让，则被分许可方的权利和义务应立即终止。

15. All obligations of Sublicensee referred to in this Sublicense inure to the benefit of USPS.

本分许可中论及的所有分被许可方的义务应保证 USPS 的权益。

USPS LACSLink Software Sublicense

USPS LACSLink 软件分许可：

This Sublicense Agreement ("Sublicense") between SAP and Customer, its subsidiaries and affiliates, current and future ("Sublicensee") sets forth additional terms required by the United States Postal Service ("USPS") regarding Sublicensee's use of the LACSLink option with other CASS certified software.

本分许可协议（"分许可"）由 SAP 与客户及其当前和未来的子公司和关联公司（"被分许可方"）签署，其中列出了美国邮政管理局（"USPS"）针对被分许可方使用 LACSLink 选件及其他 CASS 认证软件所规定的附加条款。

1. For purposes of this document, the following terms shall be defined as set forth below:

为便于本文档说明，应按如下所述方式定义以下术语：

- "USPS" means the United States Postal Service.

"USPS"指美国邮政管理局。

- "Deliverables" means letters, flats, postcards, packages, leaflets, magazines, postcards, advertisements, books, and other printed material, and any other item delivered by USPS.

"可投递项"指 USPS 投递的信函、平面邮件、明信片、包裹、传单、杂志、贺卡、广告、书籍及其他印刷物品，以及任何其他项目。

- "Interface" means one or more SAP interfaces developed for use with the LACSLink Product. "LACSLink Product" means the confidential and proprietary database concerning the conversion of existing addresses to their new or update or replacement address or the like, provide by USPS in a highly and uniquely secured environment.

"接口"指开发用于 LACSLink 产品的一个或多个 SAP 接口。"LACSLink 产品"指涉及将现有地址转换为其新地址、更新地址、替代地址或同类地址的保密和专有数据库，由 USPS 在无以伦比高度安全的环境中提供。

2. Sublicensee's right to use the Interface shall be strictly limited to use only within the geographic boundaries governed by the Unites States, its territories, and possessions, and only for updating addresses and mailing lists used to prepare Deliverables for deposit with USPS in conformance with USPS requirements

被分许可方使用接口的权限应严格限制为只在美国、其领土和属地的地理边界内使用，并且仅用于更新地址和邮寄列表（用于准备将符合 USPS 要求的可投递项存放于 USPS 处）。

Sublicensee shall have no right to sublicense, sell or otherwise distribute, reproduce, perform, or prepare derivative works of the Interface. Sublicensee hereby acknowledges that:

被分许可方没有权利分许可、销售或以其他方式分发、复制、执行或准备接口的衍生作品。被分许可方特此承认：

- USPS owns the LACSLink Product and USPS marks;

USPS 拥有 LACSLink 产品和 USPS 标记；

- SAP provides the SAP product in part under license from USPS;

SAP 根据 USPS 许可部分提供 SAP 产品；

- Sublicensee is a Customer under SAP's license from USPS and obtains from SAP no broader right than granted to SAP in such license from USPS:

被分许可方是 USPS 提供给 SAP 的许可下的客户，从 SAP 获得的权利不会多于 USPS 提供的此类许可中授予 SAP 的权利：

- Sublicensee shall be strictly limited to using the Interface only as a component of the SAP product; and Sublicensee agrees that id does not have a right to sublicense, distribute, reproduce, perform, display, or sell the Interface or USPS's marks.

被分许可方应严格仅限于将接口用作 SAP 产品的组件；且被分许可方同意其无权分许可、分发、复制、执行、展示或出售接口或 USPS 的标识。

3. BOTH SAP AND THE USPS SHALL NOT BE LIABLE FOR ANY DESIGN, PERFORMANCE OR OTHER FAULT OR INADEQUACY OF LACSLink, OR FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH SUCH FAULT OR INADEQUACY. IN NO EVENT SHALL SAP'S OR THE USPS' LIABILITY TO SUBLICENSEE UNDER THIS AGREEMENT, IF ANY, EXCEED THE PRO RATA PORTION OF THE ANNUAL LICENSE FEE FOR LACSLink BASED ON THE EFFECTIVE DATE OF CANCELLATION WITHIN THIRTY (30) CALENDAR DAYS OF THE DATE OF CANCELLATION.

对于 LACSLink 的任何设计、性能或其他缺点或不适当之处，或因此类缺点或不适当之处而导致或以任何方式与之相关或关联的任何种类的损害，SAP 和 USPS 概不负责。无论在任何情况下，根据取消的有效日期，在取消之日起三十（30）天内，如超出了 LACSLink 年许可费的按比例分摊部分，SAP 或 USPS 依据本协议对被分许可方不负责任。

4. SAP agrees to hold harmless, defend and indemnify Sublicensee for infringement of any U.S. copyright, trademark, or service mark in the LACSLink Product provided to Sublicensee under this Agreement. The foregoing obligation shall not apply unless SAP shall have been informed within five (5) calendar days by Sublicensee of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof. In addition, Sublicensee agrees to hold harmless, defend and indemnify SAP and the USPS and its officers, agents, representatives, and employees from all claims, losses, damage, actions, causes of action, expenses, and/or liability resulting from, brought for, or on account of any injury or damage received or sustained by any person, persons or property growing out of, occurring, or attributable to Sublicensee's performance under or related to this agreement, resulting in whole or in part from any breach of this Agreement or from the negligence or intentional misconduct, including any unauthorized disclosure or misuse of LACSLink Product, including data derived from LACSLink Product, by Sublicensee, or any employee, agent, or representative of Sublicensee.

对于由于被分许可方因 SAP 依据本协议向其提供的 LACSLink 产品中的任何美国版权、商标或服务标识而遭受的侵害，SAP 同意使被分许可方免受损害，为其提供保护或保证对其进行赔偿。除非被分许可方已在五（5）个日历日内将主张此类侵权的诉讼或起诉通知 SAP，且根据适用法律、法规或法则有权拥有此类防卫权利，否则上述义务不适用。对于由于被分许可方依据本协议或与本协议相关的行为（全部或部分因任何违反本协议的行为或因疏忽或有意过失而导致，包括被分许可方或其任何雇员、代理或代表任何未经授权泄露或滥用 LACSLink 产品，其中包括派生自 LACSLink 产品的数据）而使任何人员或财产遭受伤害或损失而造成的所有赔偿、损失、损害、诉讼、诉讼事由、费用和/或负债，被分许可方同意使 SAP 和 USPS 及其高级职员、代理、代表和员工免受损害，为他们提供保护或保证对他们进行赔偿。

5. Sublicensee acknowledges that the USPS reserves the right to stop LACSLink Product processing in the USPS' sole discretion. SAP will not be liable or responsible for any decision the USPS makes in canceling Sublicensee's Sublicense, including, but not limited to, arbitrating the cancellation decision on behalf of the customer. In the event the USPS cancels Sublicensee's LACSLink Product processing:

被分许可方确认：USPS 保留自行决定停止 LACSLink 产品处理的权利。对于 USPS 决定取消被分许可方的分许可的任何决定，包括（但不限于）代表客户仲裁取消决定，SAP 概不负责。如 USPS 取消被分许可方的 LACSLink 产品处理：

i. Sublicensee shall not be entitled to any refund or credit from SAP; and
被分许可方将无权获得 SAP 提供的任何退款或抵免；并且

ii. SAP will discontinue shipping LACSLink Product directories to Sublicensee.
SAP 将停止向被分许可方发送 LACSLink 产品目录。

6. Sublicensee agrees that the USPS or its designated representatives, on an announced or unannounced basis, shall have the right to visit and examine Sublicensee's sites. USPS or its designated representatives shall have the right examine, on or off Sublicensee's premises, Sublicensee's computer systems, processing files, documents, administrative records, and other materials to ensure Sublicensee's compliance with the provisions of this agreement.

被分许可方同意：USPS 或其指定的代表应有权在通知或不通知的情况下访问和检查被分许可方的站点。USPS 或其指定的代表应有权在内部或外部检查被分许可方的计算机系统、处理文件、文档、管理记录及其他材料，以确保被分许可方遵守本协议的规定。

7. Sublicensee further agrees that the USPS or its authorized representatives will, until three (3) years after final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers, records or other materials of Sublicensee involving transactions related to this agreement.

被分许可方进一步同意：在依据本协议最后一次付款后三（3）年内，USPS 或其授权代表将有权访问并有权检查任何直接相关的账目、文档、文件、记录或涉及本协议相关事务的其他材料。

8. Sublicensee shall not export the LACSLink Product outside of the United States or its territories without prior written approval of the USPS.

未经 USPS 事先书面同意，被分许可方不得在美国或其领土外部出口 LACSLink 产品。

9. This Sublicense shall be governed by the federal laws of the United States of America, or, when no such law is applicable, then by the laws of the State of New York as interpreted by the United States Court of Appeals for the Second Circuit.

本分许可应受美国联邦法律制约，或者，如没有此类适用法律，则此分许可应受美国第二巡回上诉法院所解释的纽约州法律制约。

10. This Sublicense shall not be transferable, in whole or in part. The rights and obligations of Sublicensee shall be terminated immediately in the event of a dissolution, merger, buy-out, or transfer of any kind of the assets of Sublicensee.

不得全部或部分转让本分许可。如被分许可方的资产以任何形式被清算、合并、收购或转让，则被分许可方的权利和义务应立即终止。

11. All obligations of Sublicensee referred to in this Sublicense inure to the benefit of USPS.

本分许可中论及的所有分被许可方的义务应保证 USPS 的权益。

DSF2 Interface (USPS Delivery Sequence File - DSF2)

DSF2 接口（USPS Delivery Sequence File - DSF2）

Sublicensee has no rights as to the DSF2 Interface under this agreement beyond using it in conjunction with the DSF2 data product to update a list, system, group or other collection of addresses (herein "Mailing Lists") used for addressing letters, flats, postcards, packages, leaflets, magazines, advertisements, books and other printed material, and any other deliverable item handled by the United States Postal Service (herein "Deliverables") for delivery by the United States Postal Service (herein "USPS").

除以下权利外，被分许可方在本协议项下对 DSF2 接口没有其他权利：与 DSF2 数据产品结合使用，以更新地址的列表、系统、组或其他集合（“邮寄清单”），将之用于寄送由美国邮政服务（“USPS”）寄送的信函、平面图、明信片、包裹、宣传单页、杂志、广告、书本及其他印刷品及美国邮政服务处理的其他可投递项物品（“可投递项”）。

Sublicensee's right to use the DSF2 Interface is strictly limited to use only within the United States, its territories, and possessions.
被分许可方对 DSF2 接口的使用权利仅限在美国境内及其管辖区及占地内使用。

As to the Interface, Sublicensee has the right only to sequence and/or update Mailing Lists used to prepare Deliverables that will be deposited with the USPS.
对于接口，被分许可方仅有权排列和/或更新用于准备将由 USPS 保管的可投递项的邮寄清单。

Sublicensee has no right to sublicense, sell, assign, or otherwise transfer rights in, reproduce, perform, attempt to improve, reverse engineer, modify or otherwise change, or prepare derivative works of the Interface. Any attempt to sublicense, sell, assign, or otherwise transfer rights in, or otherwise distribute the Interface shall be void.
被分许可方无权对接口进行分许可、销售、转让或以其他方式转移其中的权利，无权对接口复制、执行、尝试改善、反向工程、修改或以其他方式变更或准备派生物。试图将接口进行分许可、销售、转让或以其他方式转移其中的权利或分发的行为均无效。

Sublicensee acknowledges
被分许可方承认

a) that USPS owns the DSF2 data, technology, and system in its entirety including that used in the development of the Interface;
USPS 拥有 DSF2 数据、技术及系统的整体权利，包括用于接口开发的权利；

b) that USPS owns and retains rights in the trademark of DSF2 and in the registered trademarks UNITED STATES POSTAL SERVICE®, POSTAL SERVICE ®, US POSTAL SERVICE®, AND USPS® ;
USPS 拥有并保留 DSF2 的商标专用权及以下注册商标的专用权：UNITED STATES POSTAL SERVICE®、POSTAL SERVICE ®、US POSTAL SERVICE®及 USPS® ；

c) that Customer is providing the Interface to Sublicensee solely for use with the DSF2 Product under a nonexclusive, limited distribution license from USPS; and
客户向被分许可方提供的接口仅限基于 USPS 授予的非独占性的有限分发许可与 DSF2 产品一起使用；及

d) that the rights Sublicensee obtains in this license are derived from Customer's agreement with USPS and Sublicensee obtains from Customer no broader right than Customer obtains from USPS, except as to Sublicensee's specific right to use the DSF2 Interface to access the DSF2 data.
被分许可方从该项许可中获得的权利来自客户与 USPD 达成的协议，且被分许可方从客户处取得的权利不超出客户从 USPS 处获得的权利范围，但被分许可方使用 DSF2 接口访问 DSF2 数据的特别权利除外。

Sublicensee is strictly limited to using the Interface only with the DSF2 Product; and
被分许可方须仅限以 DSF2 产品使用该接口；且

Sublicensee acknowledges and agrees that Sublicensee has no right to sublicense, sell, distribute, reproduce, or display USPS trademarks or sell the Interface or other products under USPS's trademarks.
被分许可方承认并同意被分许可方无权分许可、出售、分发、复制或展示 USPS 商标或出售接口或其他带有 USPS 商标的产品。

Exhibit 6 – SAP Business One Software
附件 6 — SAP Business One 软件

PREAMBLE
序言

The minimum license requirements for an SAP Business One system is 1 SAP Business One Starterpackage User or 1 SAP Business One Profesional User.
安装 SAP Business One 系统的最低许可要求是：一（1）个 SAP Business One Starterpackage User 或一（1）个 SAP Business One Profesional User。

- 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 data base can be licensed via SAP, it's authorized reseller or direct via the database vendor or it's authorised reseller.
SAP Business One 软件需要一个数据库。此数据库可通过 SAP 或其授权经销商取得许可，亦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

2.1. Minimum license requirement: 1 SAP Business One Starter Package User.
最低许可要求：一（1）个 SAP Business One Starter Package User。

2.2. Maximum number of licenses is limited to a total of 5 for the sum of SAP Business One Starter Package Users and SAP Customer Checkout devices.
对于 SAP Business One Starter Package User 和 SAP Customer Checkout 设备之和，许可的最大数量限制为五（5）个。

2.3. If Customer requires more than the maximum number of 5 licenses, all SAP Business One Starter Package Users need to be licensed as SAP Business One Professional or Limited Professional User.
如果客户需要超过最大数量五（5）个的许可，所有 SAP Business One Starter Package User 应许可为 SAP Business One Professional User 或 Limited Professional User。

2.4. The SAP Business One Starter Package User can only be combined with "SAP Business One Indirect Access by non-employees" 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 只能与非员工 SAP Business One Indirect Access 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
用于 SAP BUSINESS ONE 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 system includes 1 user for SAP Crystal Reports, without additional license fee.
单个 SAP Business One 系统包括一（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 application**: provides a single user license that grants access rights to use SAP Crystal Reports, version for SAP Business One. Prerequisite: 1 Professional User or 1 Limited User or 1 Indirect access User required for each option licensed.
SAP Crystal Reports（SAP Business One 应用程序版）[水晶报表业务一体化应用程序版]：提供授权使用 SAP Crystal Reports（SAP Business One 应用程序版）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、Limited User 或 Indirect Access User。

4. SAP BUSINESS ONE INDIRECT ACCESS BY NON-EMPLOYEES
非员工 SAP BUSINESS ONE INDIRECT ACCESS

4.1. SAP Business One Indirect Access by Non-employees 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 Customer has a valid subscription, excluding SAP Technology Solutions and all database Packages.
非员工 SAP Business One Indirect Access 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。这些用户需要获得 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/或客户有效租用的 SAP 云服务，SAP Technology Solutions 和所有数据库包除外。

5. SAP CUSTOMER CHECKOUT

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

6.1. **SAP Business One Professional User** is a Named User who performs operational related roles supported by the SAP Business One Software. The SAP Business One Professional User 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 includes the rights granted under a SAP Business One Mobile Application User, SAP Business One Limited CRM User, SAP Business One Limited Financial User, SAP Business One Limited Logistic User and SAP Business One Indirect Access User license.
SAP Business One 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 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 包含 SAP Business One Mobile Application User、SAP Business One Limited CRM User、SAP Business One Limited Financial User、SAP Business One Limited Logistic User 和 SAP Business One Indirect Access User 许可项下授予的权利。

6.2. **SAP Business One Limited User** 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 license includes the rights granted under an SAP Business One Mobile Application User and SAP Business One Indirect Access User license.
SAP Business One Limited User 是指有权访问 SAP Business One 功能，以特定角色支持运营处理和信息需求的指定用户。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 许可包含 SAP Business One Mobile Application User 和 SAP Business One Indirect Access User 许可项下授予的权利。

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

SAP Business One Limited to SAP Business One Professional User 是指经授权执行由许可软件支持的 SAP Business One Professional User 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 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。客户根据许可协议获得支持服务的，只要客户继续接受许可协议项下的支持服务，便须租用就该用户及基础 SAP Business One Limited User 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 Limited CRM User 升级为 SAP B1 Professional User；SAP B1 Limited Financial User 升级为 SAP B1 Professional User；SAP B1 Limited Logistic User 升级为 SAP B1 Professional User；SAP B1 Limited 升级为 SAP B1 Professional User；SAP B1 CRM Sales User 升级为 SAP B1 Professional User；SAP B1 CRM Service User 升级为 SAP B1 Professional User。

6.4. **SAP Business One Mobile Application User** 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 license includes the rights granted under an SAP Business One Indirect Access User license.

SAP Business One Mobile Application User 是指仅拥有“SAP Business One Sales”或“SAP Business One Service”移动应用访问权限的指定用户。SAP Business One Mobile Application User 许可包含 SAP Business One Indirect Access User 许可项下授予的权利。

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

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

6.7. **SAP Business One Starter Package to SAP Business One Professional User** is a Named User authorized to perform SAP Business One Professional User 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 and both such Users are licensed for the same runtime database, if any. If receiving support under the license agreement, Customer must be subscribed to and fully paid on support for both this User and the underlying SAP Business One Starter Package User for so long as Customer continues to receive support under the license agreement.

SAP Business One Starter Package to SAP Business One Professional User 是指经授权执行由许可软件支持的 SAP Business One Professional User 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 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。客户根据许可协议获得支持服务的，只要客户继续接受许可协议项下的支持服务，便须租用就该用户及基础 SAP Business One Starter Package User 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 SAP Business One Limited User** is a Named User authorized to perform SAP Business One Limited User 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 and both such Users are licensed for the same runtime database, if any. If receiving support under the license agreement, Customer must be subscribed to and fully paid on support for both this User and the underlying SAP Business One Starter Package User for so long as Customer continues to receive support under the license agreement.

SAP Business One Starter Package to SAP Business One Limited User 是指经授权执行由许可软件支持的 SAP Business One Limited User 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 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。客户根据许可协议获得支持服务的，只要客户继续接受许可协议项下的支持服务，便须租用就该用户及基础 SAP Business One Starter Package User 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

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 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 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. "**MSRP (Manufacturer Suggested Reselling Price)**" is the list price minus volume discount.
"MSRP（制造商建议的转售价格）" 是指列表价减去批量折扣之后所得的值。

7.6. "**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

8.1. **SAP Business One Engine for SAP HANA**
SAP Business One（SAP HANA 引擎版）[业务一体化内存计算平台引擎版]

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 Customer. Customer 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 Customer. 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 扩展组件或由客户创建的 SAP Business One 扩展组件。客户只能将 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、客户或经客户授权的第三方个人）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 软件部署在同一个系统环境中。SAP Business One（SAP HANA 引擎版）就可寻址 RAM 内存进行许可，且只能在经过 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 [业务一体化分析]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

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. INTERCOMPANY INTEGRATION SOLUTION FOR SAP BUSINESS ONE
面向 SAP BUSINESS ONE 的公司间集成解决方案[面向业务一体化的公司间集成解决方案]

10.1. Enables management of intercompany transactions for multiple companies by automatically replicating corresponding transactions across multiple company databases. Prerequisite: 1 Professional User or 1 Limited User required for each option licensed. When this option is selected, all Professional and Limited users in the license contract must be licensed.
支持通过在多个公司数据库中自动复制相应的交易来管理多个公司的公司间交易。前提：每个许可的选项均要求具备一（1）个 Professional User 或 Limited User。选择该选项后，必须获得所有 Professional User 和 Limited User 的许可。

11. FAIL-OVER SYSTEMS
故障切换系统

11.1. For any operating system environment in which Customer runs systems of SAP Business One software, Customer 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. Customer may run the passive fail-over installation of SAP Business One software on a hardware server other than the licensed hardware server.

对于客户在其中运行 SAP Business One 软件系统的任何操作系统环境，客户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。客户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。

12. TEST SYSTEMS
测试系统

12.1. Customer is entitled to run 1 SAP Business One software system for internal testing purposes. For such test system, Customer may use the same users that Customer has licensed for productive use of SAP Business One software.
客户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，客户可以使用其已获得 SAP Business One 软件生产使用许可的相同用户。