SAP Procurement General Terms and Conditions
SAP采购一般条款和条件
for SAP (China) Co., Ltd., or any of its respective affiliates domiciled in Unit 1, 47th Floor, 1717 Nan Jing West Road, Shanghai 200040, China (hereafter, the "GTC")
适用于思爱普（中国）有限公司或其任何关联公司，公司地址位于中国上海市静安区南京西路1717号47楼01单位，邮编200040（以下简称"GTC"）。

1. Applicability of GTC and Supplemental Terms
GTC 和补充条款的适用范围

1.1 This GTC, including the Supplemental Terms further defined in Section 1.2, applies exclusively to all (i) services, including professional/consulting services ("**Services**"), (ii) physical items as well as software, data, scripts or code ("**Goods**"), and (iii) any Goods conceived, produced or developed in connection with the Services ("**Deliverables**") (such Services, Goods, and Deliverables herein individually and collectively referred to as "**Supplies**") provided by the supplier under an Order (hereafter, the "**Supplier**") to the SAP entity which has ordered the Supplies (hereafter "**SAP**") or to a third party on behalf of SAP. Supplier and SAP may each individually be referred as a "Party" or, collectively, as the "Parties". This GTC (as in effect on the date of the applicable Order) applies to any Order of Supplies from Supplier, unless there is a separate written agreement between the Parties. Any other terms and conditions tendered by Supplier are expressly rejected. This GTC and the Order referencing this GTC may hereinafter be referred to as the "**Agreement.**"

包括第 1.2 节中进一步定义的补充条款在内的本 GTC 仅适用于所有 (i) 服务，包括专业/咨询服务（以下简称"**服务**"），(ii) 实物物品以及软件、数据、脚本或代码（以下简称"**货物**"）以及 (iii) 针对供应商（以下简称"**供应商**"）就依据订单向订购供应品的 SAP 实体（以下简称"**SAP**"）或代表 SAP 的第三方提供的服务构思、生产或开发的任何货物（以下简称"**交付物**"）（该等服务、货物和交付物分别和统称为"**供应品**"）。供应商与 SAP 分别称为"一方"，或统称为"双方"。 本 GTC（自适用订单生效日期起生效）适用于供应商提供的任何供应品订单，除非双方另行签署单独的书面协议。 供应商提供的任何其他条款和条件均明确不予接受。本 GTC 以及引用本 GTC 条款的订单在以下简称"**协议**"。

1.2 Supplier acknowledges and agrees that:

供应商确认并同意：

(i) some terms and conditions are incorporated into the GTC and / or the Order are included via hyperlinks and are a legally binding part of the Agreement between Supplier and SAP ("**Supplemental Terms**");

某些条款和条件通过超链接纳入GTC和/或订单，并构成供应商与 SAP 达成的具有约束力的协议的一部分（以下简称"**补充条款**"）；

(ii)except as otherwise provided herein, the Supplemental Terms may be amended by SAP from time to time without further notice to Supplier.

除非本协议另有规定，否则 SAP 会不时修订补充条款，恕不另行通知供应商。

(iii) SAP has advised Supplier to check from time to time the then current and applicable Supplemental Terms as they may be subject to change according to Section 1.2 (ii);

SAP 已建议供应商不时查阅当前适用的补充条款，因为该等补充条款可能会依据第 1.2(ii) 节规定进行变更；

(iv) for those Supplemental Terms in effect as of the effective date of the respective Order, it has been advised to download and retain a copy; and

就自相应订单生效日期起生效的补充条款而言，建议下载并保留一份副本；和

(v) it will inform its Supplier Personnel of the applicable version of the Supplemental Terms.

将告知供应商人员适用的补充条款版本。

1.3 In the event of any conflict or inconsistency among the terms and conditions set this GTC, the Supplemental Terms, and an Order, the following order of precedence governs: (i) first, the Order; (ii) second, the Supplemental Terms; and (iii) third, this GTC.

如本 GTC、补充条款和订单规定的条款和条件之间存在任何冲突或不一致，则以下优先顺序适用：(i) 订单；(ii) 补充条款；(iii) 本 GTC。

2. Orders and General Principles
订单和总则

2.1 The Parties agree that the type, scope, and qualification of the Supplies, as well as the respective remuneration, will be agreed to in "**Orders**". Orders hereunder are (i) SAP statements of works for Supplies mutually executed by the Parties ("**SOWs**"); or, if no SOW has been mutually executed, then (ii) purchase orders/ work orders which are issued by SAP if (1) such purchase order/work order references a fee schedule/rate card/price list for Supplies which has been mutually executed by the Parties ("**Rate Card**") and/or (2) Supplier accepts such purchase order/work order. Supplier will be deemed to have accepted the purchase order/work order by (i) using workflow e-approvals (if available, e.g. name/time stamp within SAP Fieldglass) or (ii) commencing to provide any of the Supplies contained in the purchase order/work order or invoicing SAP for any such Order. If provisions of the Order contradict or explicitly override the provisions of this GTC, the provisions of the Order shall prevail and govern.

双方同意，供应品的类型、范围和质量以及相应的费用将在"**订单**"中约定。本协议项下的订单是指 (i) 双方共同签署的针对供应品的 SAP 工作说明书（以下简称"**SOW**"）；或者，若双方未共同签署任何 SOW，则指 (ii) SAP 下达的采购订单/工单，但前提是 (1) 该等采购订单/工单引用双方共同签订的供应品费用表/价目表/价格表（以下简称"**价目表**"）和/或 (2) 供应商接受该等采购订单/工单。在以下情形下，供应商应被视为已接受相关采购订单/工单：(i) 执行相应的工作流电子审批流程（如有，例如 SAP Fieldglass 中的姓名章/时间戳）或 (ii) 开始提供采购订单/工单中规定的任何供应品或就任何该等订单向 SAP 开具发票。如订单的条款与本 GTC 的条款相抵触或明显相冲突，应以订单的条款为准。

2.2 Supplier shall sign any documents and perform any action reasonably required or requested by SAP to give effect to Supplies being provided under the Order and this GTC, and will cause its officers, employees, and agents to do the same.

供应商应签署文件并采取 SAP 合理要求或请求的任何措施，使依据订单与本 GTC 规定提供的供应品生效，并促成其高级职员、员工和代理也要采取同样的措施。

2.3 Each Party will designate a contact person who has the authority and experience to provide required information and to make the required decisions hereunder without undue delay. Each Party undertakes to involve the other Party's contact person wherever necessary for the proper performance of the Order.

各方将指定一位联系人，而该等联系人应有权且有经验提供必要的信息并依据本 GTC 及时做出必要的决定。各方均承诺在必要时让另一方的联系人参与进来，以便有效履行订单。

2.4 During the term of the Order, Supplier shall not make any offer to SAP's customer in respect of consulting services in the field addressed by the Services ordered by SAP (if any). Supplier's breach entitles SAP to a liquidated damages fee of five percent (5%) of the Order value. This is without prejudice to other rights, in particular claims for damages, but such fee shall be offset against any of SAP's further claims for damages.

在订单期限内，供应商不得就与 SAP 订购的服务（如有）所涉及的领域相关的咨询服务向 SAP 的客户作出任何要约。如供应商违约，SAP 有权获得违约金，金额为订单价值的百分之五(5%) 。

但这不会影响其他权利，尤其是损害索赔的权利。但该等费用应从 SAP 进一步提出的损害赔偿金中抵销。

3. Compensation; Invoicing and Billing; Taxes
赔偿；开票与计费；税费

3.1 Supplier shall participate in SAP´s electronic billing process (credit process) and, upon SAP's request, bill for its Supplies by using SAP's electronic billing tool for the invoicing of Supplies. In such case, Sections 3.2 through 3.7 shall be deemed to apply to the electronic billing process accordingly. On Supplier's written request SAP will provide further information about electronic billing.

供应商应参与 SAP 的电子账单流程（贷记流程），并根据 SAP 的要求，使用 SAP 就供应品的开票提供的电子账单工具为供应品开具账单。在此情况下，第 3.2 至 3.7 节应视为适用于电子账单流程。根据供应商的书面请求，SAP 将提供有关电子账单的更多信息。

3.2 Supplier agrees to be compensated and reimbursed for Supplies provided in accordance with the fees (i) based on the specific description and pricing methodologies set forth in the Order, and (ii) never in excess of any applicable prices or rates for the Supplies previously agreed to by Supplier and SAP in writing, including in Rate Cards, unless the Parties agree specifically to override those prices or rates for that specific Order. Supplier is not entitled to any other compensation or fees for Supplies that are not identified in the Order. Travel and other expenses will only be reimbursed to the extent they are reasonable, have been expressly agreed in the Order and comply with the SAP Supplier Travel & Expense Reimbursement Policy available at www.sap.com/supplier-portal-travel-and-expense-policy-en, as may be amended from time to time.

供应商同意根据以下费用就所提供的供应品获得报酬和补偿：(i) 依据订单中所述的具体说明和定价方法而计算的具体费用，且该费用 (ii) 不超过供应商与 SAP 之前就供应品书面约定的任何适用价格或费率（包括价目表），除非双方明确同意特定订单不适用于该等价格或费率。供应商无权就未在订单中注明的供应品获得任何其他报酬或费用。仅在差旅费与其他费用合理且在订单中明确约定的情况下，方可根据以下链接中可不时进行修订的 SAP 供应商差旅和费用报销政策进行报销：www.sap.com/supplier-portal-travel-and-expense-policy-en。

3.3 SAP will pay only those undisputed fees that are expressly authorized, and do not exceed the stated fees and/or total cost stated in the applicable Order. Unless otherwise specifically agreed to in writing, Supplier will invoice SAP each month for the Supplies provided during the preceding month. Each invoice must relate to only one Order. Unless otherwise agreed in writing, the invoice must be sent separately for each Order to the invoice address indicated on the Order after the Supplies have been provided. The Supplier shall submit the invoice using the format and invoice delivery method indicated in the Order. Payment is due sixty (60) calendar days following SAP's receipt of invoice (evidenced by the delivery receipt/documentation).

SAP 将仅支付经明确批准的无争议的费用，且费用不超过适用订单中所述的费用和/或总成本。除非另有明确书面约定，否则供应商应就前一月提供的供应品向 SAP 按月开具发票。 每张发票必须仅与一个订单相关。除非另有书面约定，否则在提供供应品后，必须将每个订单的发票分别发送至订单中指定的发票地址。供应商应按照订单中规定的格式和发票交付方式提交发票。SAP 应在收到发票后六十 (60) 个日历日内（以交付收据/凭证为证）支付相关费用。

3.4 Except as the applicable Order may otherwise specify, no longer than forty-five (45) calendar days following the Supplies being provided, Supplier must submit an invoice to SAP in the manner indicated in the applicable Order, or any other address that SAP may designate in writing. Each invoice must specify the following information: 1) correct Order number, 2) correct SAP entity name, 3) geographic location where the Supplies were provided (identifying the country which services were provided in a separate line item, in case of multiple countries), 4) invoice number, 5) invoice date, 6) amount due, and 7) remit - to address and any other information or instruction that is required for a valid tax invoice in the country where Supplies are provided. Failure of Supplier to submit invoices to SAP in accordance with the foregoing terms shall subject them to rejection or delay, and SAP will not be responsible for timeliness of such payment.

除非适用订单另行规定，否则在提供供应品后四十五 (45) 个日历日内，供应商必须按照适用订单所述的方式或 SAP 书面指定的任何其他地址向 SAP 提交发票。每张发票必须注明以下信息：1) 正确的订单编号、2) 正确的 SAP 实体名称、3) 提供供应品的地理位置（若涉及多个国家和地区，请在单独的行项目中明确列出服务提供所在的国家和地区）、4) 发票编号、5) 发票日期、6) 应付金额和 7) 汇入地址以及在供应品提供所在的国家和地区开具有效的税务发票所需的任何其他信息。供应商未能按照上述条款规定向 SAP 提交发票造成发票遭到拒绝或延迟处理的，SAP 不对此类付款的及时性负责。

3.5 Supplier must provide supporting documentation along with the invoice and other information that SAP may reasonably request to verify the accuracy of any fees. For Services provided on a time and material basis, each calendar week, unless otherwise agreed in the Order, Supplier shall without delay provide to SAP a written activity report showing details of all Supplier Personnel (as defined in Section 5.1), time worked, location of work, and activities justifying all time and expenses being charged. For Supplies provided on a fixed fee or other milestone deliverables basis, reports shall be submitted as required in the Order.

供应商必须同时提供发票和相关凭证以及 SAP 为核实任何费用的准确性所合理要求的其他信息。就在每个日历周基于工时和材料提供的服务而言，除非订单中另有约定，否则供应商应立即向 SAP 提供书面活动报告，说明所有供应商人员（定义详见第 5.1 节规定）的详细信息、工作时间、工作地点和活动，证明所有花费的时间与费用是合理的。就按照固定费用或其他里程碑交付物清单提供的供应品而言，应根据订单要求提交相关报告。

3.6 Supplier warrants that it is responsible for the payment of all applicable taxes due with respect to the Supplies that it is required by applicable law to collect or pay. Any consideration payable under this GTC shall be exclusive of VAT, goods and service taxes, sales taxes and similar levies. However, in compliance with tax law, VAT or the afore-mentioned similar levies shall be added to the consideration, if applicable, and shall be invoiced at the same time as the consideration as a separate line item. In addition, a valid VAT invoice shall be issued in conformity with the applicable VAT laws in respect of the transaction covered by the consideration. In the event that VAT is charged in error, a valid VAT credit note shall be issued, and the VAT amount shall be adjusted accordingly at the earliest possible time.

供应商保证，其将负责支付适用法律要求其收取或支付的与供应品有关的所有适用税款。本 GTC 项下应付的任何对价不包括增值税、商品及服务税、销售税和类似税费。但是，依据相关税法规定，增值税或上述类似税费应纳入对价中（若适用），且同时应作为对价按单独的行项目开具发票。此外，就对价所涉及的交易，应依据适用的增值税法律开具有效的增值税发票。若收取的增值税有误，应开具有效的增值税贷记单，并尽早对增值税金额作出相应调整。

3.7 Supplier's income taxes on the Supplies will be borne by the Supplier. If SAP is required by law to make any withholding on account of Supplier (including but not limited to any income or corporation tax or a similar tax) from any payments to the Supplier under this GTC,SAP shall be entitled to reduce the amount payable to Supplier by the withholding.

供应商的供应品所得税应由供应商承担。如法律要求 SAP 从依据本 GTC 应向供应商支付的任何费用中扣减任何供应商相关费用（包括但不限于任何所得税、公司税或类似税款），SAP 应有权从应支付给供应商的费用中扣减该等费用。

4. Changes in the Supplies
供应品的变更

4.1 SAP may, at any time, request additions, deletions, or revisions to the Supplies ordered (such requests, "**RFCs**"). Unless the Supplier is unable to perform the RFC or it would be unreasonably disadvantageous for Supplier to do so, Supplier must comply with the RFC and give notice in writing within ten (10) working days with the following information: (i) impact, if any, on existing Deliverables and/or definition of additional Deliverables; (ii) estimated impact, if any, on the project schedule; and (iii) estimated change, if any, in project fees.

SAP 可随时请求添加、删除或修订订购的供应品（此类请求简称"**RFC**"）。除非供应商无法履行 RFC 或履行 RFC 会给供应商带来不合理的不利影响，供应商必须履行 RFC，并在十 (10) 个工作日内书面告知以下信息：(i) 对当前的交付物和/或额外的交付物的界定带来的影响（若有）；(ii) 预计对项目计划带来的影响（若有）；与 (iii) 预计对项目费用带来的变更（若有）。

4.2 All RFCs initiated by the Supplier must be made in writing and shall be submitted to the appropriate SAP Project Manager. Each request shall contain the reason for change and the information stated in Section 4.1. The SAP Project Manager shall review and accept or reject the RFC. If rejected the RFC shall be returned to the submitting Party with written reasons for rejection and, as appropriate, any acceptable alternatives. During or before Supplier's assessment of the RFC, SAP may determine, in its sole discretion, whether work under the existing Order should continue or be suspended pending the final decision on the RFC.

供应商发起的所有 RFC 均须以书面形式作出并应提交给相应的 SAP 项目经理。每项请求均应包含变更原因和第 4.1 节中所述的信息。SAP 项目经理应审阅并决定是接受还是拒绝该 RFC。若 RFC 遭到拒绝，应将 RFC 退回提交方并书面说明拒绝的理由及（若适用）任何其他可选替代方案。在供应商评估 RFC 期间或之前，SAP 可自行决定是否应继续或在对 RFC 作出最终决定之前暂停当前订单项下的工作。

4.3 All approved RFCs will be incorporated as change orders to the Order via a separate written amendment ("**Change Orde**r"). Supplier will not provide any Supplies outside of the Order until both Parties have executed the Change Order.

经批准的所有 RFC 均通过单独的书面修订以变更订单的形式纳入订单中（以下简称"**变更订单**"）。在双方签署变更订单之前，供应商不得提供订单以外的任何供应品。

5. Supplier Personnel
供应商人员

5.1 Supplier employees, as well as approved Subcontractors (as defined in Section 6), agents, and/or other representatives that provide Supplies hereunder (collectively "**Supplier Personnel**") shall remain, at all times, in the employ or at the direction of Supplier and shall not be deemed employees of SAP for any purpose. As used in this GTC, "**Representatives**" shall mean (i) Supplier Personnel; (ii) attorneys, accountants, or other professional business advisors; and, additionally, (iii) in the case of SAP, employees of SAP, SAP affiliates, customers, partners, and Subcontractors. This GTC does not authorize in any manner Supplier to contract in the name of or on behalf of SAP, or to hire persons as employees of SAP, or to otherwise act on behalf of, or hold itself out as an agent or representative of SAP. Supplier agrees that in the performance of this GTC it shall serve as an independent contractor for all purposes of any kind whatsoever and all Supplier Personnel shall be subject solely to the control, supervision and authority of Supplier. Supplier shall supervise, perform or cause to be performed all Supplies to be accomplished by Supplier Personnel as further described in the Order. No provision of this GTC will be deemed to create a contractual relationship between SAP and any Supplier Personnel.

依据本 GTC 提供供应品的供应商员工以及经批准的分包商（详见第 6 节中的定义）、代理和/或其他代表（以下统称为"**供应商人员**"）应始终受雇于供应商或服从供应商的管理，且不得出于任何目的被视为 SAP 的员工。在本 GTC 中，"**代表**"是指 (i) 供应商人员；(ii) 律师、会计或其他专业业务顾问；以及 (iii) 就 SAP 而言，SAP 员工、SAP 关联公司、客户、合作伙伴和分包商的员工。本 GTC 未以任何方式授权供应商以 SAP 的名义或代表 SAP 签订合同，或雇用任何人员作为 SAP 的员工，或另行代表 SAP 或作为 SAP 的代理或代表行事。供应商同意无论出于何种目的，其应作为独立的承包商履行本 GTC，且所有供应商人员应仅服从供应商的管控、监管与授权。供应商应按照订单的进一步说明，监督、提供或促成提供要由供应商人员完成的所有供应品。本 GTC 的规定均不得视为在 SAP 与任何供应商人员之间建立合同关系。

5.2 Supplier shall ensure Supplier Personnel are trained and experienced so as to properly provide the Supplies. Supplier shall be directly responsible for all Supplies performed by Supplier Personnel.

供应商应确保供应商人员接受过培训且具备正确提供供应品所需的经验。供应商应对供应商人员提供的所有供应品承担直接责任。

5.3 SAP may, at any time, request in its sole discretion that Supplier Personnel be removed or replaced hereunder, and Supplier shall promptly replace said Supplier Personnel with new Supplier Personnel acceptable to SAP.

SAP 可自行决定随时要求依据本 GTC 规定罢免或替换相关供应商人员，且供应商应及时将上述供应商人员替换为 SAP 可接受的新供应商人员。

5.4 Supplier represents and warrants that it has or will obtain prior to the delivery of any Services pursuant to any Order, at Suppliers sole cost and expense, any and all immigration documents, visas, clearances, permits and the like necessary and appropriate for the lawful rendition to SAP of the Services in the location or locations contemplated by this GTC. It is understood and agreed that the lawful immigration status of Supplier and Supplier Personnel and their right to perform is a material inducement for SAP to enter into this GTC with Supplier. Before any assignment of Supplier Personnel to the delivery of any services, Supplier will perform checks and controls to identify whether Supplier Personnel: a) holds a prominent public position or role in a government body or international organization; or b) has any immediate family members and/or close associates who holds such position or role (" **Politically Exposed Person**"). Immediate family members and/or close associates of the Supplier Personnel are also considered Politically Exposed Persons. In the event a Politically Exposed Person has been identified, SAP must be notified by the Supplier and both Supplier and SAP will determine appropriate measures to mitigate and manage any potential risks of fraud, bribery, or corruption.

供应商声明并保证，在根据任何订单要求交付任何服务之前，供应商已经或将获得在本 GTC 中规定的一个地点或多个地点向 SAP 合法提供服务所需和适用的所有出入境证件、签证、清关证、许可或类似文件，并自行承担相关成本和费用。双方理解并同意，供应商和供应商人员拥有合法入境身份以及履约权利是促使 SAP 决定与供应商签订本 GTC 的重要因素。在供应商指派人员提供任何服务之前，供应商将进行检查和控制，以确定供应商人员是否：a）在政府机构或国际组织中担任重要公共职位或角色；或 b）有任何直系亲属和/或担任该职位或角色的亲密联系人（"政治公众人物"）。供应商人员的直系亲属和/或近亲也被视为政治公众人物。如果发现政治公众人物，供应商必须通知 SAP，供应商和 SAP 将决定适当措施，以减轻和管理任何潜在的欺诈、贿赂或腐败风险。

5.5 Supplier acknowledges that in connection with the provision of Supplies hereunder, Supplier may obtain access to or knowledge about information (i) of or about SAP customers whose profession, due to relevant national laws, imposes a professional secrecy obligation upon them , (ii) of SAP customers which may fall within the scope of telecommunications secrecy due to relevant national telecommunications law ((i) and (ii) together hereinafter referred to as "**Secrets**"), and which are therefore subject to exceptional confidentiality. If and to the extent Supplier is granted with access to Secrets, Supplier warrants (i) to inform Supplier Personnel that the unauthorized disclosure of Secrets may lead to prosecution including criminal penalties or imprisonment under relevant local law (e.g. to the extent applicable, § 88 German TKG, § 203 German Penal Code or in France Article 226-13 French Code Penal), (ii) to oblige Supplier Personnel in accordance with relevant local laws; in particular to treat Secrets strictly confidential and to protect them against disclosure by third parties, and (iii) that Supplier Personnel may use and obtain knowledge of SAP's and its customer's company and employee data, only to the extent required to provide the Supplies.

供应商确认，就本 GTC 项下供应品的供应，供应商可能会获取或了解有关 SAP 客户的信息：(i) 鉴于该等客户所在的行业，根据相关国家法律规定，该等客户对这些信息负有职业保密义务，或 (ii) 根据相关国家电信法律规定，这些信息可能属于电信保密范围（(i) 与 (ii) 在下文中统称为"**机密**"），因此，其需承担特殊保密义务。若允许供应商获取该等机密，供应商应保证 (i) 告知供应商人员若未经授权披露机密，根据相关地方法律规定（比如，在适用的范围内，德国《电信法》第 88 条、德国《刑法典》第 206 条，或法国《刑法典》第 226-13 条），其将会面临检控，包括刑事处罚或监禁，(ii) 根据相关地方法律向供应商人员赋予义务；尤其是要求该等人员对该等机密严格保密，并保护其免于向第三方披露，与 (iii) 供应商人员可使用并获取 SAP 及其客户的公司与员工数据，但仅限于为提供供应品所需的该等数据。

6. Subcontracting
分包

Supplier must obtain SAP's written consent before engaging any subcontractor in connection with the Supplies, whether a company or an individual ("**Subcontractor**"), including where the Subcontractor is an affiliate of Supplier or where Supplier has an ownership interest in the Subcontractor. No approval by SAP to subcontract any of the Supplies shall relieve Supplier of any of its obligations under this GTC. Supplier is responsible to ensure that all of its contracts with all Subcontractors contain provisions that are in conformity with and no less stringent than the provisions of this GTC. Upon SAP's request, Supplier will require each Subcontractor to provide relevant information to ensure Subcontractor is acting as an independent contractor.

供应商必须在就供应品雇用任何分包商之前，获得 SAP 的书面同意，不论该等分包商是公司还是个人（以下简称“**分包商**”），包括为供应商关联公司或供应商对其拥有所有权权益的分包商。SAP 批准分包任何供应品的，不得解除供应商在本 GTC 项下的任何义务。供应商有责任确保其与所有分包商签订的所有合同包含符合本 GTC 条款规定且严格程度不低于该规定的条款。应 SAP 要求，供应商将要求每个分包商提供相关信息，确保分包商作为独立承包商行事。

7. Confidential Information, Security and Data Protection 保密信息、安全和数据保护

7.1 As used herein, “**Confidential Information**” shall mean all information which SAP protects against unrestricted disclosure to others, furnished by SAP or its Representatives to Supplier or its Representatives (i) is identified as confidential, internal, or proprietary at the time of disclosure, or (ii) should reasonably be understood to be confidential at the time of disclosure given the nature of the information and the circumstances surrounding its disclosure..

在本协议中，“**保密信息**”是指 SAP 或其代表提供给供应商或其代表，且 SAP 保护免于不受限制披露给他人的所有信息，其中包括：(i) 在披露时被视为机密、内部或专有信息；或 (ii) 根据信息的性质或披露时的情形理应被视为具有保密性的信息。

7.2 Supplier shall (i) take all reasonable steps (defined below) to maintain Confidential Information in strict confidence, taking steps to protect Confidential Information at least as protective as those steps that Supplier takes to protect its own proprietary and confidential information of a similar nature, but in no event less than a reasonable standard of care; (ii) not to disclose or reveal any Confidential Information to any person other than its Representatives on a need-to-know basis and only to the extent necessary to accomplish the intent of this GTC and who are under obligations of confidentiality substantially similar to those set forth herein (iii) not use or reproduce the Confidential Information in any form except as required to accomplish the intent of this GTC. Any reproduction of any Confidential Information shall remain the property of SAP and shall contain any and all confidential, internal or proprietary notices or legends which appear on the original and on any reproductions; and (iv) not reverse engineer, disassemble, decompile, or attempt to derive any underlying source code, ideas or methods from the Confidential Information without the prior written permission of SAP. Supplier shall (i) be responsible for any breach of these terms by it or its Representatives, (ii) make its Representatives aware of the restriction imposed on the Confidential Information, (iii) and require its Representatives to observe the obligation of confidentiality.

供应商应 (i) 采取所有合理措施（定义如下）对保密信息严格保密。就保护保密信息的措施而言，其保护程度不得低于供应商采取的保护其自有的类似性质的专有与保密信息的措施，但在任何情况下，该等措施不得低于合理的谨慎标准；(ii) 不得向其为履行本 GTC 目的而需要知晓任何保密信息的代表以外的任何人员披露或透露该等保密信息，且该等人员需负有与本 GTC 规定该等保密义务本质上类似的保密义务，(iii) 不得采用任何形式使用或复制保密信息，除非为了履行本 GTC 目的而需使用或复制外。任何保密信息的任何复制品应归 SAP 所有，并应在原件或任何复制品上附上所有保密、内部或专有通知或说明；与 (iv) 未经 SAP 事先书面许可，不得反向工程、分解、反编译或试图从保密信息中派生出任何底层的源代码、想法或方法。供应商应 (i) 对其或其代表违反这些条款的行为负责，(ii) 让其代表了解对保密信息的限制，(iii) 并要求其代表遵守保密义务。

7.3 The above restrictions on the use and disclosure of Confidential Information shall not apply to any Confidential Information that: (a) has become generally known or available to the public through no act or omission on the part of the Supplier; (b) at the time of disclosure to Supplier was known to Supplier free of restriction; (c) is lawfully acquired free of restriction by the Supplier from a third party having the right to furnish such Confidential Information; or (d) is independently developed by Supplier without reference or access to the Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information.

上述对使用和披露保密信息的限制不适用于以下任何保密信息：(a) 非因供应商的不作为或疏忽而已为公众所知或已普遍公开的信息；(b) 在向供应商披露时已为供应商所知且不受任何限制的信息；(c) 供应商从有权提供该等保密信息的第三方处合法获得且不受任何限制的信息；(d) 在未参考或未使用保密信息的情况下由供应商独立开发的信息，或从有权提供该等保密信息的第三方处合法获得且不受任何限制的信息。

7.4 In the event Supplier or any of its Representatives provides SAP with input regarding SAP’s software, products, services, business or technology plans, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of SAP’s software and/or other SAP products or services (collectively, "**Feedback**"), Supplier grants to SAP a non-exclusive, perpetual, irrevocable, worldwide, transferable and royalty-free license, with the right to sublicense to SAP’s licensors, licensees, and customers, under all of Supplier’s relevant Intellectual Property (as defined in Section 8.1), to use, publish, disclose, display, perform, copy, make, have made, make derivates of, use, sell and otherwise exploit such Feedback in any manner SAP chooses, without reference to the source.

若供应商或其任何代表向 SAP 提供有关 SAP 的软件、产品、服务、业务或技术计划相关信息，包括但不限于对 SAP 软件和/或其他 SAP 产品或服务的可能创建、修改、纠正、改进或增强提出的意见或建议（统称为“**反馈**”），供应商就供应商的所有相关知识产权（定义详见第 8.1 节）向 SAP 授予一项非独占的、永久的、不可撤销的、全球的、可转让的、免特许权使用费的许可（该许可包括向 SAP 的许可方、被许可方与客户分许可的权利），使其能够按照 SAP 选择的任何方式并且在不考虑反馈信息来源的情况下使用、发表、披露、展示、执行、复制、制作、代其制作、制作衍生、使用、销售以及另行利用该等反馈。

7.5 Supplier may disclose Confidential Information to the extent required by law, regulation, court order or regulatory agency provided that Supplier uses reasonable efforts to give SAP reasonable prior notice of such required disclosure (to the extent legally permitted) and provides reasonable assistance in contesting the required disclosure, at the request and cost of SAP. Supplier and its Representative shall use commercially reasonable efforts to disclose only that portion of the Confidential Information which is legally required to be disclosed and shall request that all Confidential Information that is so disclosed is accorded confidential treatment. Supplier acknowledges that SAP customer data that falls within the scope of a Secret may be legally banned from public seizure and be exempted from applicable legal obligations, if any, to give evidence (e.g. §§ 53a or 97 German Code of Criminal Procedure), and warrants not to disclose or give evidence about such SAP customer data without SAP’s prior explicit consent. In case of a public seizure, Supplier shall object to the seizure and promptly inform SAP.

根据法律、法规、法院指令或监管机构的要求，供应商可披露保密信息，但前提是，供应商应尽合理努力就该等必要的披露事宜事先向 SAP 发出合理的通知（在法律允许的范围内），并在 SAP 要求并承担相关费用的情况下，就对抗此类披露要求提供合理的协助。供应商及其代表应尽商业上合理的努力，仅披露法律要求披露的部分保密信息，并应要求对就此披露的所有保密信息给予保密处理。供应商确认，若 SAP 客户数据被视为机密，则应根据法律规定禁止向公众披露，免除适用的法律作证（如德国《刑事诉讼法》第 53a 或 97 条）义务（若有），并保证未经 SAP 事先明确同意，不得披露该等 SAP 客户数据或提供有关该等 SAP 客户数据的任何证据。如信息为公众所知，供应商应提出抗议，并立即通知 SAP。

7.6 Upon SAP’s request, or upon the effective date of the termination or revocation of an Order according to Section 14, and except to the extent it is legally entitled or required to retain the Confidential Information, Supplier shall promptly destroy or return to SAP, at SAP’s election, all materials containing Confidential Information and all copies thereof, whether reproductions, summaries, or extracts thereof or based thereon (whether in hard-copy form or on intangible media).

按照 SAP 要求或根据第 14 节规定相关订单终止或撤销生效后，除非依据法律规定有权享有或要求保留保密信息，否则供应商应立即按照 SAP 的选择销毁或向 SAP 归还包含保密信息的所有资料及其所有副本，包括该等资料的或基于该等资料的复制品、总结或摘要（不论是采用硬拷贝形式还是无形媒介形式）。

7.7 Without prejudice to the rights and remedies otherwise available to SAP, SAP shall be entitled to equitable relief by way of injunction or otherwise, without the need to post a bond, if Supplier or any of its Representatives breach or threaten to breach any provisions of this Section 7. Supplier acknowledges the highly confidential nature of the Confidential Information, and that the unauthorized disclosure of such will give rise to irreparable injury to SAP, such injury being inadequately compensable in damages.

如供应商或其任何代表违反或扬言违反第 7 节的任何条款规定，在不影响 SAP 享有的其他权利与救济的情况下，SAP 应有权通过禁令或其他方式获得衡平法救济，而无需缴纳保证金。供应商确认保密信息具有高度保密性，亦确认任何未经授权的披露行为将会给 SAP 造成不可挽回且无法弥补的损害。

7.8 Supplier shall maintain generally accepted industry standard administrative, physical, and technical safeguards for protection of the information security, confidentiality, and integrity of SAP. Supplier shall (i) comply with the terms inthe SAP Third Party Security Annex set forth at www.sap.com/supplier-portal-supplemental-terms-third-party-security-annex (“**TPSA**”) , (ii) abide by additional Supplemental Terms (if applicable), as may be amended from time to time; and (iii) shall abide by terms relating to services rendered to SAP customer or partner who are a credit or other regulated financial institution supervised by financial authorities, available at www.sap.com/supplier-portal-supplemental-terms-customers-financial-services. . SAP reserves the right to modify the TPSA (“Changes”) within SAP’s sole discretion provided that a) changes shall be effective no sooner than ninety (90) days after email notice to Supplier (“Notice Period”) and b) Supplier has the right to object to changes by notifying SAP within thirty (30) days of receiving such notice. Upon receipt of such objection, SAP may terminate the affected agreement(s) upon prior written notice. If Supplier does not object within the Notice Period, the changes are deemed to be accepted by Supplier. Notwithstanding the foregoing, any change that is non-material or beneficial to Supplier will become effective upon notice by SAP without the process / options described above. If the Confidential Information contains personal data of SAP, its affiliates, partners or customers, Supplier agrees to comply with all applicable data protection laws. Additionally, Supplier must sign (i) the SAP data processing agreement if the Supplies require him to process such personal data and/or (ii) if applicable, any necessary additional data controllership agreements if Supplier acts as a controller of personal data. The additional terms and agreements referenced in this section are hereinafter collectively referred to as “Additional Data and Security Agreements”.

供应商应采用普遍接受的行业标准行政、物理与技术保护措施，保护 SAP 信息的安全性、机密性和完整性。供应商应 (i) 遵守 SAP 第三方安全协议中的条款，网址为 www.sap.com/supplier-portal-supplemental-terms-third-party-security-annex (“**TPSA**”)，(ii) 遵守其他补充条款（如适用），该补充条款会不时修订；以及 (iii) 遵守与向 SAP 客户或合作伙伴（属于信用机构或由财务主管机构监管的其他财务机构）提供的服务有关的条款，网址为 www.sap.com/supplier-portal-supplemental-terms-customers-financial-services。SAP 保留自行决定修改 TPSA（“变更”）的权利，前提是 a）变更应在向供应商发出电子邮件通知后九十（90）天（“通知期”）内生效，b）供应商有权在收到通知后三十（30）天内通知 SAP，反对变更。收到此类异议后，SAP 可提前书面通知终止受影响的协议。如果供应商在通知期内未提出异议，则视为供应商接受变更。尽管有上述规定，任何非实质性或对供应商有利的变更将在 SAP 发出通知后生效，无需上述流程/选项。 如保密信息包含 SAP 及其关联公司、合作伙伴或客户的个人数据，供应商同意遵守所有适用的数据保护法律。此外，供应商必须签署 (i) SAP 数据处理协议，但前提是提供供应品需要由其负责处理该等个人数据和/或 (ii) 若适用，任何必要的其他数据监管协议，但前提是供应商须作为个人数据的控制者。本节提及的其他条款与协议以下统称为“其他数据与安全协议”。

7.9 Supplier shall not provide any information about a competitor of SAP (“**Competitive Information**”) unless such information is in the public domain or otherwise lawfully available for transmission to SAP, in such case Supplier must comply with any terms and conditions attached to or otherwise applicable to the Competitive Information. Supplier Personnel who may be exposed to confidential information of competitors of SAP must act in accordance with the Supplier Code of Conduct at all times.

供应商不得提供有关 SAP 竞争对手的任何信息（以下简称“**竞争信息**”），除非该等信息通过公开或以其他方式合法提供给 SAP。即使在此情况下，供应商也必须遵守竞争信息上随附的或另行适用于竞争信息的任何条款和条件规定。接触 SAP 竞争对手保密信息的供应商人员必须始终遵守供应商行为准则。

8. Intellectual Property 知识产权

8.1 For purposes of this GTC, “**Intellectual Property**” means all intellectual property and proprietary rights, including without limitation all rights of inventorship and authorship, inventions, patents, utility models and rights in confidential information, including know-how, for any product, process, method, machine, manufacture, design, composition of matter, or any new or useful improvement thereof, as well as copyrights and related rights, trademark, moral rights, trade dress, and service mark rights, and all rights in trade secrets, computer software, proprietary information and data, and databases, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which now subsist or will subsist in the future in any part of the world.

就本 GTC 而言，“**知识产权**”是指所有知识产权与专有权利，包括但不限于任何产品、流程、方法、机器、制造、设计、合成物质或其任何新的或有用的改进相关的发明权与著作权的所有权利、发明、专利、实用新型与保密信息权利，包括专有技术，以及版权与相关权利、商标、道德权利、商业包装与服务商标权利以及商业秘密、计算机软件、专有信息和数据与数据库的所有权利。在各个情况下，不论其是否经过注册，包括世界各地当前或将来存在的有效的该等权利与所有类似或同等权利或各种形式的保护的任何申请（或申请权利）、更新或扩展。

8.2 Supplier hereby assigns, with full title guarantee and free from all Third-Party Rights (as defined in Section 11.2), to SAP all its respective rights, title, and interest in the Intellectual Property conceived, produced or developed by Supplier in connection with the Supplies and SAP owns all right, title and interest in and to such Supplies. Supplier undertakes to give all notices, take required actions, and sign all documents necessary or appropriate to give effect to and register such assignment in SAP’s favor where SAP is so entitled. Supplier warrants, that, where applicable and to the extent permitted by applicable law, all authors of the Supplies waived their rights, if any, in or relating to the Supplies for the benefit of SAP and its assigns and licensees .

供应商特此向 SAP 转让其对供应品构思、生产或开发的知识产权享有的所有相应权利、所有权与利益，但前提是该等知识产权受完全的所有权保障且不受任何第三方权利（定义详见第 11.2 节规定）约束。SAP 对该等供应品享有所有权利、所有权与利益。供应商承诺，在 SAP 享有该等权利时，出于 SAP 的利益，提供为使得该等转让生效或得以注册所必要或恰当的所有通知，采取必要措施，并签署所有必要或适当的文件。供应商保证，在适用的情况下和适用法律允许的范围下，出于 SAP 及其受让方和被许可方的利益考虑，供应品的所有作者均已放弃供应品或与供应品相关的权利（如有）。

8.3 Where such assignment is not possible, Supplier grants to SAP a full, paid-up, exclusive, assignable, sublicensable, perpetual, irrevocable, worldwide license to the Intellectual Property conceived, produced or developed by Supplier in connection with the Supplies to permit SAP to use, make and have made, copy, modify, distribute, and fully exploit such Supplies, including, without limitation, a comprehensive assignable, sublicensable, perpetual exclusive worldwide right to use and exploit any Supplies to which rights of authorship and copyright attach. The rights of use and exploitation encompass, without limitation, the right to copy, change, process, translate, and market, whether by way of leasing, renting, or otherwise, any such Supplies and to grant such rights to others.

如无法开展该等转让活动，供应商就供应商为供应品构思、生产或开发的知识产权向 SAP 授予足额缴付的、独占的、可转让的、可分许可的、永久的、不可撤销的全球许可，允许 SAP 使用、制作与促进制作、复制、修改、分发以及充分利用该等供应品，包括但不限于综合的、可转让的、可分许可的、永久的、独占的全球权利，允许其使用与利用拥有著作权或版权的任何供应品。使用和利用供应品的权利包括但不限于通过出租、租赁或其他方式复制、变更、处理、翻译、营销任何该等供应品的权利以及向其他方授予该等权利的权利。

8.4 Notwithstanding anything to the contrary herein, Supplier shall retain ownership of all Intellectual Property created or acquired by Supplier outside the scope of this GTC (“**Pre-Existing IP**”). Supplier's Pre-Existing IP or any third-party software or materials shall not be included as part of the Supplies, unless otherwise agreed in the Order. In the event that the Supplies include or are covered by any Pre-Existing IP, Supplier hereby grants SAP a license equivalent in scope to the license described in Section 8.3, except that such license shall be non-exclusive.

即使本 GTC 中有任何相反规定，供应商也仍应保留本 GTC 外由供应商创建或获得的所有知识产权的所有权（以下简称“**预先存在的 IP**”）。除非订单中另有约定，否则供应商的预先存在的 IP 或

任何第三方软件或资料均不得纳入供应品。若供应品包含任何预先存在的 IP，供应商特此向 SAP 授予范围与第 8.3 节所述的许可范围一致的许可，但该等许可应为非独占许可。

8.5 Agreed assignments and/or license grants take effect immediately when the Supplies come into being. SAP hereby accepts such assignment of title to or, as the case may be, grant of rights in the Supplies.

在供应品生产后，约定的转让和/或许可应立即生效。SAP 特此接受对供应品中权利的转让或授予（视情况而定）。

8.6 Supplier's contracts with its employees and/or subcontractors that relate to Supplier's provision of the Supplies must be consistent with, and must not contain any provisions that conflict with, Supplier's obligations hereunder. Supplier will, at SAP's request, show to SAP that such contracts have been entered into with all employees and subcontractors involved in the provision of the Supplies.

供应商与其员工和/或分包商就供应商提供供应品签订的合同必须符合供应商在本 GTC 项下的义务，且不得包含任何与供应商在 GTC 项下的义务相冲突的条款。按照 SAP 的请求，供应商将向 SAP 表明其已与参与供应品供应的所有员工与分包商签订该等合同。

8.7 Only SAP is entitled to apply for patents and other protection in respect of the Supplies. SAP may, at its discretion, pay compensation to Supplier Personnel for work towards making inventions or creating works that become the subject of an application for patent or other protection.

仅 SAP 有权申请与供应品相关的专利和其他保护。SAP 可自行决定向供应商人员就其发明或创造的成为专利申请和其他保护对象的工作支付报酬。

8.8 Immediately upon completion of the Supplies or, as the case may be, when an Order expires or is terminated, Supplier shall make available to SAP all material and information recorded on electronic or other media that is needed for full enjoyment of SAP's rights in this Section 8.

在供应品完成之后或根据具体情况，相关订单有效期届满或终止后，供应商应立即向 SAP 提供 SAP 完全行使其在第 8 节中的权利所需的采用电子形式记录或记录在其他媒介上的所有资料与信息。

9. Delays
延迟

9.1 Supplier agrees to deliver any Supply no later than the date specified in the Order. For Supplier's delivery of Supplies, time is of the essence. If Supplier encounters or anticipates difficulty in meeting the delivery schedule, Supplier shall immediately notify SAP in writing, giving pertinent details; provided, however, that this data shall be informational only in character and shall not be construed as a waiver by SAP of any delivery schedule or date or of any rights or remedies provided by law or the Order.

供应商同意不晚于订单中指定的日期交付任何供应品。对于供应商交付供应品来说，时间至关重要。如供应商无法或预计无法按照交货计划交付供应品，供应商应立即书面通知 SAP，提供相关细节；但前提是，提供该等数据仅是为了通知 SAP，而不得理解为 SAP 为此放弃任何交货计划或日期方面的要求或法律或订单提供的任何权利或救济。

9.2 If Supplier fails to meet the delivery schedule required by the Order with the result that SAP elects to call upon Supplier for expedited shipments of Supplies, Supplier, unless the delay in delivery arises out of causes beyond Supplier's control, will pay the difference between the method of shipping specified in the Order and alternative transportation rates. If Supplier fails to meet the delivery schedule required by the Order and SAP shows with reasonable certainty that SAP has as a result suffered loss, SAP may, without prejudice to its statutory rights, demand liquidated damages of five percent (5%) of the net value of the Order. Supplier retains the right to show that the loss did not actually occur or is significantly less than this amount.

若供应商未能满足订单要求的交货计划，并导致 SAP 要求供应商采用更快的方式运输供应品，除非是因超出供应商控制范围的原因导致交付延迟，否则供应商应支付订单规定的运输方式与替代交通工具费用之间的差额。如供应商未能满足订单要求的交货计划，且 SAP 能够合理确定其因此遭受了相关损失，在不影响 SAP 享有的法定权利的情况下，SAP 可要求供应商支付违约赔偿金，金额为订单净值的百分之五 (5%)。供应商保留证明损失并未实际发生或远远少于此金额的权利。

10. Delivery, Acceptance, and Performance
交货、验收和履约

10.1 Title to Goods and Deliverables shall be free and clear of any and all liens and encumbrances and shall pass to SAP from Supplier at the f.o.b destination point specified by the Order, or at such other point as may hereafter be selected by SAP. Passage of title to the Goods and Deliverables (or any part thereof) shall not in any way relieve Supplier of its obligations under this Order, nor be treated as a waiver by SAP of the right for SAP to inspect and reject any part of the Goods and Deliverables which fail to meet any warranty expressed or implied. Supplier shall assume and pay for any loss of or damage to the Goods and Deliverables covered hereby until delivery at the f.o.b. point specified by the Order, or until title otherwise passes from Supplier to SAP, whichever occurs later; except if SAP causes such loss of or damage to the Goods and Deliverables. If any lien or encumbrance is asserted against the Goods and Deliverables or any part thereof, SAP shall have the right to discharge the same by either filing a bond or other security; or at its discretion, paying the full amount thereof. Supplier shall repay to SAP the amount thus paid by SAP to discharge such lien and encumbrance.

货物和交付物的所有权应无任何留置权和产权负担。供应商应按照相关订单规定的离岸价目的地或 SAP 在以下选择的该等其他地点向 SAP 转让该等所有权。转让货物和交付物（或其任何部分）的所有权不得以任何方式解除供应商在相关订单项下的任何义务，也不得被视为 SAP 放弃其享有的检验与拒收任何部分的货物和交付物的权利，但前提是该等货物和交付物未能满足任何明示或默示的保证要求。在货物和交付物在相关订单规定的离岸价目的地交付或供应商向 SAP 转移所有权（以较晚者为准）之前，供应商应承担并支付本 GTC 规定的货物和交付物的任何损失或损坏；除非 SAP 造成货物和交付物的该等损失或者损坏。 如货物和交付物或其任何部分有任何留置权或产权负担，SAP 应有权在提交保证金或其他担保或自行决定支付该等留置权或产权负担的全部费用后解除该等留置权或产权负担；供应商应向 SAP 偿还 SAP 为解除该等留置权与产权负担而支付的费用。

10.2 All Goods and Deliverables may be inspected and tested at all times and places before, during and after manufacture by inspectors designated by SAP. Where SAP is under a duty of examination and defect notification by law, SAP's obligation to inspect Goods shall be limited to obvious and visible defects; i.e. defects which become apparent through external inspection of the Goods, including delivery documents, (e.g. transport damages, incorrect delivery, short delivery) or during a quality control of randomly chosen samples. Moreover, the scope of the inspection duty depends on the extent to which an investigation is feasible in the ordinary course of business, taking into account the circumstances of the individual case. SAP's obligation to notify the Supplier of defects discovered at a later stage remains unaffected. The time period for giving notice of defects must not be less than ten (10) working days commencing on discovery of the defect or, in the case of obvious defects, of delivery. For the avoidance of doubt, where an acceptance by SAP is required, there shall be no obligation to examine and notify.

所有货物和交付物可在制造之前、期间与之后由 SAP 指定的检验员进行检验与检测。若根据法律规定，SAP 有责任进行检查并就缺陷发出通知，SAP 负有的货物检验义务应限于明显的可见缺陷；例如通过货物外部检验，包括交货凭证（例如运输损坏、交货错误、交货短缺）或对随机选择的样品进行质量管控期间发现的表面缺陷。此外，考虑到具体情况，检验责任的范围取决于在日常业务运营中开展调查的可行程度。SAP 将稍后发现的缺陷通知供应商的义务仍然不受影响。缺陷通知期限不得少于自发现缺陷或（若为明显缺陷）交货后十 (10) 个工作日。为免生疑义，如需要由 SAP 进行验收，则 SAP 不负有检验与通知的义务。

10.3 Where required by law, if the Supplier provides Deliverables, a formal acceptance by SAP is required unless expressly waived by SAP in writing. If the examination of Deliverables requires a commissioning, acceptance shall take place after faultless commissioning. In case events beyond the reasonable control of SAP (e.g. a Force Majeure Event) make it impossible or unreasonable for SAP to carry out an acceptance, SAP shall be released from the obligation to accept the Deliverables for the duration of their existence. Depending on the nature of the Deliverable and subject to SAP's sole discretion, partial acceptance may be possible. SAP's overall acceptance must not, however, be implied from acceptance of all or any parts. Insubstantial defects will not be grounds for withholding acceptance.

在法律要求的情况下，如由供应商提供交付物，则必须由 SAP 进行正式验收，除非 SAP 明确书面放弃。如在交付物的检验中要求进行试运行，应在无故障试运行后进行验收工作。若发生任何超出 SAP 合理控制范围的事件（例如不可抗力事件），使得 SAP 无法或无法合理地开展验收工作，SAP 应免除在该等事件存续期间接受交付物的义务。依据交付物的性质，SAP 可自行决定决定是否验收部分交付物。但是，不得将任何部分验收默示为 SAP 的总体验收。非实质性缺陷不得作为拒绝验收的理由。

10.4 SAP's acceptance of non-conforming Goods and Deliverables under the Order does not relieve Supplier of its obligation to furnish all, or the remainder of the Goods and Deliverables under this Order strictly in accordance with the terms hereunder and such acceptance of non-conforming Goods and Deliverables will not operate as a waiver of these requirements by SAP nor will it serve to establish any course of performance regarding subsequent deliveries under the Order. SAP shall be entitled to offset any adjustment amount for acceptance of non-conforming Goods and Deliverables from amounts owing to Supplier. This right shall apply even if nonconformity is not discovered immediately after delivery.

即使 SAP 接受订单项下的不符合要求的货物和交付物，也不得免除供应商严格按照本 GTC 规定与订单要求提供所有或剩余货物和交付物的义务，也不得视为 SAP 放弃该等要求，或者也不得视为 SAP 在订单的后续交付中会再次接受不符合要求的货物。SAP 应有权从应付给供应商的款项中扣除接受不符合要求的货物和交付物的任何调整金额。即使在交付后未立即发现任何不符合要求的货物或交付物，该权利也仍应适用。

10.5 Except as agreed otherwise, Supplier shall perform the Services at the registered office of SAP. Performance of Services must be evidenced by appropriate activity reports submitted by Supplier and countersigned by SAP; SAP must countersign them if the Services have been performed in accordance with the Order and must not unreasonably refuse to sign or delay signing them.

除非另有约定，否则供应商应在 SAP 注册办公室所在地提供服务。服务的提供必须以供应商提交并由 SAP 回签的适当活动报告为证；如已按订单规定提供了服务，SAP 必须回签这些报告，不得无理拒绝签字或推迟签字。

10.6 In the event of weight/ quantity deviation, the weight/ quantity recorded by SAP for its receiving report shall apply unless Supplier shows that the weight/ quantity that it has determined was correctly determined in accordance with a generally accepted method.

如在重量/数量方面出现偏差，SAP 在其接收报告时记录的重量/数量应适用，除非供应商表明其确定的该等重量/数量是根据公认的方法确定的且准确无误。

10.7 All Goods and Deliverables to be shipped shall be prepared for shipment according to SAP's reasonable instructions, and otherwise according to good commercial practice to ensure safe arrival.

待运输的所有货物和交付物应根据 SAP 提供的合理说明以及良好的商业惯例准备运输，从而确保其能够安全运抵。

10.8 If documentation is required to use or operate the Goods and Deliverables, it shall be supplied in English.

如需要提供货物和交付物使用或操作文件，则应提供英文版本。

11. Warranty
保证

11.1 Supplier warrants that the Supplies shall be provided consistent with generally accepted industry standards by Supplier Personnel qualified to perform the same and will be of a quality conforming to standards generally accepted by professionals in the field, unless explicitly defined otherwise in the Order.

供应商保证由具备提供相同供应品资格的供应商人员按照公认的行业标准提供供应品，这些供应品将符合领域内专业人士普遍认可的质量标准，除非订单中另有明确规定。

11.2 Supplier warrants that in the course of providing Supplies hereunder, neither it nor Supplier's Personnel nor the license granted in Section 8.3 will violate or infringe any Intellectual Property of a third party ("**Third-Party Rights**"). Supplier will inform SAP promptly if it becomes aware of any claims by third parties alleging that the Supplies provided under this GTC infringe Third-Party Rights. Supplier also warrants that no Goods or Deliverables are subject to an open source, public-source, freeware or other third party license agreement that, in each case, (i) requires SAP to disclose or license any material proprietary source code that embodies material SAP Intellectual Property or (ii) requires any material product to be made available at no charge, or (iii) prohibits the granting of license rights to SAP as specified under Section 8 of this GTC.

供应商保证在提供本 GTC 项下的供应品的过程中，供应商、供应商人员或根据第 8.3 节规定授予的许可均不得违反或侵犯第三方的任何知识产权（以下简称"**第三方权利**"）。如供应商了解到第三方提出了任何索赔，声称在本 GTC 项下提供的供应品侵犯了第三方权利，供应商应立即通知 SAP。供应商也保证货物或交付物不受任何开源、公共资源、免费软件或其他第三方许可协议约束，但前提是该等开源、公共资源、免费软件或其他第三方许可协议会 (i) 要求 SAP 披露或许可体现 SAP 知识产权的任何重要的专有源代码或 (ii) 要求免费提供任何重要产品，或 (iii) 禁止按照本 GTC 第 8 节规定向 SAP 授予许可权利。

11.3 Supplier warrants that the Goods and Deliverables have the expressly agreed qualities, or, where no qualities have been agreed, that the Goods and Deliverables: i) are free of defects in design, materials and workmanship; ii) are merchantable and of good quality; and iii) conform to any samples or descriptions provided by Supplier.

供应商保证货物和交付物满足明确约定的质量要求，或若未对质量作出明确约定，货物和交付物：i) 在设计、材料与工艺方面不存在任何缺陷；ii) 适销并拥有良好品质；与 iii) 符合供应商提供的任何样品或说明要求。

11.4 The warranty period will be extended by the amount of time for which the defective Goods and Deliverables cannot be used for their intended purpose for reasons ascribable to Supplier.

保修期应根据因供应商的原因造成存在缺陷的货物和交付物无法用于预期用途的时间相应地进行延长。

11.5 If Goods and Deliverables are redelivered, provided again, remedied in whole or in part, or replaced, the warranty period starts from the beginning for the redelivered, newly provided, replaced, or wholly or partly remedied Goods and Deliverables.

若货物和交付物重新交付、重新提供、全部或部分进行补救或替换，保修期应自重新交付、重新提供、替换或全部或部分补救该等货物和交付物后开始计算。

11.6 In addition to SAP's other rights, Supplier shall pay for all reasonable expenses incurred by SAP in connection with unpacking, examining, repacking, and reshipping non-conforming Goods and Deliverables.

除了 SAP 享有的其他权利外，供应商还应赔偿 SAP 就拆开包装、检验、重新包装与重新装运不符合要求的货物和交付物而产生的所有合理费用。

11.7 If any Goods or Deliverables are defective in materials or workmanship, or otherwise not in conformity with the requirements of the Order, SAP shall have the right, in addition to any legal and equitable rights to which it is entitled, to reject same for full credit, or to require that such Supplies be corrected or replaced promptly with satisfactory materials or workmanship. Unless Supplier corrects or replaces such Goods and Deliverables within the delivery schedule, SAP may (i) require the delivery of such Goods and Deliverables at a reduction in price which is equitable under the circumstances, (ii) terminate the Order for default and recover all expenses for obtaining substitute Supplies, or (iii) terminate the Order for default as provided under Section 14.2. In addition to SAP's other rights, SAP may charge Supplier all expenses of unpacking, examining, repacking and reshipping such non-conforming Goods and Deliverables.

若任何货物或交付物在材料或工艺方面存在缺陷，或在其他方面不符合订单的要求，除了 SAP 享有的任何法定及衡平法权利外，其还应有权拒收该等货物或交付物，或要求立即采用合格的材料或工艺补救或替换该等供应品。除非供应商在交货计划内补救或替换该等货物和交付物，否则 SAP 可 (i) 要求根据情况公平地降低交付的该等货物和交付物的价格，(ii) 终止违约订单，并要求赔偿为获取替代供应品而支付的所有费用，或 (iii) 按照第 14.2 节规定终止违约订单。除了 SAP 享有的其他权利外，SAP 还可向供应商收取其拆开包装、检验、重新包装与重新装运该等不符合要求的货物和交付物而产生的所有费用。

12. Indemnification
赔偿

12.1 Supplier shall indemnify, defend, and hold harmless SAP, its affiliates, and their respective directors, officers, shareholders, employees, and agents as well as SAP customers (together "**SAP Indemnitees**") against all claims and actions asserted or commenced by a third party (each, a "**Claim**") against the SAP Indemnitees, and all losses, damages, liabilities, costs and expenses of any kind, including, without limitation, reasonable attorneys' fees, that are incurred by the SAP Indemnitees in connection with or resulting from such Claim, if such Claim is based upon or results from: (i) any breach by Supplier of this GTC or any of Supplier's representations, warranties, or obligations herein, (ii) an allegation that the Supplies violate or infringe Third Party Rights, (iii) any employment, withholding or other tax liabilities of any kind or nature arising in respect of Supplier Personnel, the Supplies, or amounts paid pursuant to this GTC, (iv) any non-compliance with immigration laws relating to Supplier Personnel, (v) the applicable minimum wage legislation relating to Supplier Personnel, or (vi) personal injury or property damage made by or on behalf of Supplier Personnel, except those claims resulting solely from the SAP Indemnitees' gross negligence or willful misconduct, notwithstanding any statutory protections available.

供应商应保护 SAP、其关联公司及其各自的董事、高级职员、股东、员工与代理以及 SAP 客户（统称为"**"SAP 受偿方"**）免于遭受第三方就其提出的所有索赔与采取的行动（各个称为"**索赔**"）以及 SAP 受偿方遭受的与该等索赔相关的或因该等索赔产生的任何类型的损失、损害、责任、成本与费用，包括但不限于合理的律师费，但前提是该等索赔是基于或起因于：(i) 供应商违反本 GTC 或任何供应商在本 GTC 项下的声明、保证或义务，(ii) 指控供应商违反或侵犯第三方权利，(iii) 与供应商人员、供应品或根据本 GTC 支付的金额相关的任何类型或性质的任何雇用、扣减或其他税务责任，(iv) 违反适用于供应商人员的入境法律，(v) 适用于供应商人员的最低工资法律，或 (vi) 由或代表供应商人员导致的人身伤害或财产损害，除非该等索赔是仅因为 SAP 受偿方的重大过失或故意不良行为而导致的，不考虑任何可用的法定保护措施。

12.2 Supplier agrees to provide replacement or modified Goods or Deliverables that do not violate or infringe Third-Party Rights, or to acquire for SAP and SAP customers the right to continue to use the Goods or Deliverables in the form in which they gave rise to the Claim. Supplier's failure to comply with this section shall consist of a material breach and subject to the terms of Section 14.2(i) hereof.

供应商同意提供不违反或侵犯第三方权利的替代或经修改的货物或交付物，或为 SAP 及其客户获得相应的权利，使其能够继续使用曾引起索赔的货物或交付物。供应商未能遵守本节规定的，视为实质性违约，且应依据本 GTC 第 14.2(i)节的条款规定进行处理。

12.3 The SAP Indemnitees will have the right to participate in the defense of all Claims and may appear (at their own expense) with counsel reasonably acceptable to the Supplier. Supplier shall have the right to fully-control the defense of each Claim; provided that it shall not agree to any settlement that imposes any financial or specific performance obligation on, or admission of liability by, an SAP Indemnitee without such party's prior express written consent.

SAP 受偿方将有权参与所有索赔的抗辩，并可委托供应商合理接受的辩护律师出庭（费用由其自己承担）。 供应商应有权完全控制该等索赔的抗辩；但前提是，未经 SAP 受偿方事先明确书面同意，不得同意任何会给任何 SAP 受偿方带来任何财务或特定履约义务或承认任何责任的和解。

12.4 The foregoing provisions are without prejudice to SAP's other rights in contract or law with respect to infringements of Third-Party Rights.

上述条款不得影响 SAP 在合同或法律中就第三方权利侵权享有的其他权利。

13. Liability
责任

13.1 EXCEPT FOR DAMAGES RESULTING FROM BREACHES OF OBLIGATIONS IN THIS AGREEMENT RELATED TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, CONFIDENTIAL INFORMATION; DATA PROTECTION AND PRIVACY, INTELLECTUAL PROPERTY, INDEMNIFICATION, OR COMPLIANCE WITH STATUTES AND REGULATIONS, WHICH ARE UNLIMITED, UNDER NO CIRCUMSTANCES SHALL SUPPLIER OR SAP BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF TWO (2) TIMES THE FEES PAID OR PAYABLE HEREUNDER.

除了因重大疏忽或故意不当行为而违反本协议项下的义务或保密信息；数据保护或隐私、知识产权、赔偿或遵守法令与法规而导致的损害（不受任何限制）外，在任何情况下，供应商与 SAP 均不得对另一方或任何其他人员或实体承担超出本 GTC 项下支付或应付金额两 (2) 倍的损害赔偿金额。

13.2 EXCEPT FOR DAMAGES RESULTING FROM BREACHES OF THE OBLIGATIONS IDENTIFIED AS UNLIMITED IN SECTION 13.1, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF SUPPLIER OR SAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR CLARITY, SUPPLIER ACKNOWLEDGES THAT DAMAGES SUFFERED BY SAP OR SAP AFFILIATES AS A RESULT OF A CUSTOMER CLAIM AGAINST SAP OR SAP AFFILIATES RELATED TO A PURCHASE USED BY SAP IN A CUSTOMER-FACING CONTEXT ARE DIRECT DAMAGES.

除了因违反第 13.1 节规定的无限义务而导致的损害外，在任何情况下，任何一方均无需承担任何特殊的、附带的、后果性的、间接的、惩戒性的或惩罚性的损害，即使已告知供应商或 SAP 可能会发生该等损害。为了清楚起见，供应商确认若 SAP 或 SAP 关联公司因 SAP 直接向客户提供的采购品而面临客户索赔，该等索赔带来的损害应为直接损害。

14. Termination and Revocation
终止和撤销

14.1 SAP may, by providing at least fifteen (15) calendar days' prior written notice stating the extent and effective date, terminate any Order of Services and Order of Deliverables for convenience in whole or in part at any time.

SAP 可在提前至少十五 (15) 个日历日发送书面通知并注明范围和生效日期后，任意终止全部或部分服务订单以及交付物订单。

14.2 SAP may terminate, in whole or in part, an Order of Deliverables and Order of Services immediately upon the occurrence of one or more of the following events: (i) the failure of Supplier to comply with any material term or condition of this GTC or the Order referencing them after SAP has provided Supplier thirty (30) calendar days' prior written notice specifying the nature of such default and the Supplier fails to cure such default within such thirty (30) day period or if such breach is not curable then immediately; (ii) during the term of the Agreement, Supplier works for a competitor of SAP or a competitor of SAP acquires or assumes a controlling interest in Supplier and in consequence thereof a risk of unauthorized disclosure of SAP expertise arises; (iii) the dissolution or liquidation of the Supplier; (iv) the insolvency or bankruptcy of the Supplier; (v) the institution of any proceeding by or against the Supplier under the provisions of any insolvency or bankruptcy law; (vi) the appointment of a receiver of any of the assets or property of the Supplier; (vii) the issuance of an order for an execution on a material portion of the property of the Supplier pursuant to a judgment; (viii) the termination of any Additional Data and Security Agreement by either Party or pursuant to its terms; or (ix) the breach of Section 5.5, Section 16, Section 23 or Section 25.

SAP 可在发生以下一件或多件事后立即终止全部或部分交付物订单与服务订单：(i) 若供应商未能遵守本 GTC 的任何重要条款或条件规定或引用该等重要条款或条件的订单规定，而 SAP 此前已提前三十 (30) 个日历日书面通知该等违约行为的性质但供应商未能在该等三十 (30) 日内纠正该等违约行为或该等违约行为无法在当时立即得到纠正；(ii) 在本协议期间，供应商为 SAP 的竞争对手服务或 SAP 的竞争对手对供应商享有控股权，之后出现未经授权披露 SAP 专有知识的风险；(iii) 供应商面临解散或清算；(iv) 供应商资不抵债或破产；(v) 根据任何资不抵债或破产法条款规定由或向供应商提起任何诉讼程序；(vi) 为供应商的任何资产或财产指定接收者；(vii) 为根据判决执行供应商的重要部分财产而下发的命令；(viii) 由任何一方或根据任何其他数据与安全协议的条款终止相关其他数据与安全协议；或 (ix) 违反第 5.5 节、第 16 节或第 25 节规定。

14.3 SAP may revoke an Order of Goods upon the occurrence of any event mentioned in Section 14.2 (i) to 14.2 (viii). SAP's statutory rights to revoke and/or terminate an Order (if any) remain unaffected by this Section 14.

SAP 可在发生第 14.2 (i) 至 14.2 (viii) 节所述的任何事件后撤销货物订单。SAP 享有的撤销和/或终止订单的法定权利（若有）应不受第 14 节影响。

14.4 If SAP terminates an Order of Deliverables or an Order of Services hereunder, Supplier will be paid only for those individual Services that have been performed in compliance with the Order of Services prior to the termination and/or for those Deliverables that have been performed in compliance with the Order of Deliverables prior to the termination and have been accepted or are eligible for acceptance by SAP.

如 SAP 根据本 GTC 规定终止相关的交付物订单或服务订单，供应商将仅就在该等终止之前就已根据服务订单提供的该等单项服务和/或在该等终止之前就已根据交付物订单提供的并已为或可为 SAP 接受的交付物获得报酬。

14.5 Upon any termination or revocation of an Order, the following Sections shall survive: 3, 5, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 25, 27 and 28.

在订单终止或撤销后，以下小节仍应有效：第 3、5、7、8、11、12、13、14、15、16、17、18、19、20、21、23、25、27 和 28 节。

15. Insurance
保险

Supplier agrees to maintain during the term of valid Orders, at its own expense, all necessary insurance for Supplier and Supplier Personnel based on the Supplies, of at least the kinds and limits contained in, and comply with all other requirements stated in, www.sap.com/supplier-portal-insurance-requirements-for-gtcs-for-purchases-en, in effect as of the date of the applicable Order.

供应商同意在有效订单期间，自担费用就供应品为供应商与供应商人员购买以下链接中自适用订单生效日期起开始生效的所述的保险种类及限额的所有必要的保险，并遵守其中所述的所有其他要求：www.sap.com/supplier-portal-insurance-requirements-for-gtcs-for-purchases-en。

16. Compliance with Statutes and Regulations
遵守法律法规

16.1 Supplier warrants and certifies that in providing the Supplies and under the performance of this GTC, it will comply with all applicable statutes, rules, regulations, and orders including any federal, state or local political subdivisions and including, but not limited to, laws and regulations pertaining to (i) anti-bribery; (ii) tax; (iii) immigration; (iv) Export Laws as defined in Section 22; (v) privacy and data protection; (vi) labor and employment such as the local applicable minimum wage legislation or other local laws regarding wages, hours, and conditions of employment; (vii) mandatory security related certification or qualifications requirements provided by applicable local laws, regulations, or natonal standards including but not limited to laws, regulations, or natonal standards related to the Critical Network Equipment and Network Security Specialized Product Certification or Accreditation if Services/Goods/Deliverables falls into respective catalog per China Cybersecurity Law or other equivalent laws and will not supply SAP with any “covered telecommunications equipment or services” as more specifically described in the United States Federal Acquisition Regulation clause 52.204-25, “Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.”

供应商保证并证明在提供供应品与履行本 GTC 规定的过程中，其将遵守所有适用的法令、条例、法规与命令，包括任何联邦、州或地方政治分区以及包括但不限于与 (i) 反贿赂；(ii) 税收；(iii) 入境；(iv) 出口管制法律定义详见第 22 条规定；(v) 隐私与数据保护；(vi) 劳动与雇用相关法律与法规，例如地方适用的最低工资法律或其他地方工资、工时与雇用条件相关法律，以及（vii）与安全相关的强制证书或者认证相关的法律法规和国家标准，包括但不限于在服务货物或交付物落入相应目录范围的情况下，中华人民共和国网络安全法或其他同等效力法律所要求的网络关键设备和网络安全专用产品证书或认证相关法律法规及国家标准；且不会向 SAP 提供美国联邦采购法规第 52.204-25 条 -“禁止就某些电信与视频监控服务或设备订约”明确所述的任何“涵盖的电信设备或服务”。

16.2 Supplier shall further be responsible for Supplier Personnel’s and Subcontractor’s compliance with statutes and regulations.

供应商应进一步负责确保供应商人员及分包商遵守相关法律法规。

17. Retention of Records; Audit
记录的保存；审计

17.1 Supplier shall maintain accurate and transparent books, accounts, records, and other documentation (“**Records**”) related to the Supplies to demonstrate compliance with applicable laws and regulations. The Records shall be kept in reasonable detail and accuracy and the content shall be sufficient so that a third party can assess the business purpose of the transaction, including (as applicable) the identification of any Supplier Personnel involved. All Records will be maintained for ten (10) years after the termination or completion of the Supplies. If any audit being conducted in accordance with this Section raises issues, such Records shall be maintained for as long as required for the resolution of the issues.

供应商应维护与供应品相关的准确、公开透明的账簿、账户、记录与其他文件（以下简称“**记录**”），证明其遵守适用的法律与法规。记录应包含所有合理细节且准确无误，而记录内容应充分，以使第三方能够据此评估该交易的商业目的，包括（在适当的情况下）确定相关的任何供应商人员。所有记录将在供应品供应终止或完成后十 (10) 年内进行保存。如按照本节执行的任何审计发现问题，此类记录的保留期限均应为问题解决所需的期限。

17.2 Authorized representatives of SAP (including third party auditors engaged by SAP) shall have the right to conduct on-site audits of Supplier to the extent necessary to determine Supplier's compliance under this GTC and any Order, including but not limited to (i) Supplier’s Record retention obligations, (ii) Supplier’s obligations in relation to the applicable minimum wage legislation, and (iii) Supplier’s obligations in relation to Secrets. Upon request, Supplier shall share respective documentation (e.g. templates of or signed Supplier Personnel confidentiality agreements, with SAP).

SAP 的授权代表（包括 SAP 雇用的第三方审计员）应有权对供应商开展现场审计工作，从而确定供应商是否遵守本 GTC 与任何订单规定，包括但不限于 (i) 公司的记录保留义务，(ii) 供应商按照适用的最低工资法律应承担的义务，与 (iii) 供应商就机密应承担的义务。应要求，供应商应分享相应的文件（例如，供应商人员保密协议模板或与 SAP 已签署的供应商人员保密协议）。

18. Written Form
书面形式

18.1 Any Change Orders and any contractually or legally relevant notices and declarations, especially without being limited to breach or termination notices, reminders, or notices to set time limits, require written form. The foregoing provision also applies to any waiver of the written-form requirement. The written-form requirement can also be met by exchange of letters or (except in the case of termination notices to SAP which must be physically sent) with an electronically transmitted signature (e-mail transmission with scanned signatures, or other electronically permissible form of contract conclusion provided by or on behalf of SAP, such as the SAP DocuSign procedure). There are no parol collateral agreements.

任何变更订单或任何合同或法律相关通知与声明，尤其不限于违约或终止通知、提醒或设定时间限制的通知，均须采用书面形式。上述条款同样适用于任何对该等书面形式要求的放弃。就书面形式要求而言，也可使用信件往来或（除了向 SAP 发出的终止通知必须以物理形式发送外）采用电子传输签名（通过电子邮件方式传输经扫描的签名，或允许的由或代表 SAP 提供的签署合同的其他电子形式，例如 SAP DocuSign 程序）。双方并未订立任何口头附属协议。

18.2 Any notice will only be effective when received in written form. Each Party must give the other prompt notice of any change in address or addressee, if possible, in advance.

任何通知仅在采用书面形式接收确认后方才有效。若可能，各方应提前就任何地址或收件人变更及时通知另一方。

18.3 [Reserved.]

[预留。]

19. Force Majeure
不可抗力

Neither Party shall be considered to be in default of this GTC because of a delay or failure in performance of its obligation resulting from any cause beyond its reasonable control (a "**Force Majeure Event**"), provided it gives reasonably prompt notice of the Force Majeure Event to the other Party and uses reasonable efforts to mitigate the delay or failure.

如任何一方因超出其合理控制范围的任何原因（以下简称“**不可抗力事件**”）而延迟或未能履行其义务，该方不得被视为违反本 GTC 规定，但前提是，该方须立即就此类不可抗力事件向另一方作出合理通知，并尽合理努力降低延迟履约或无法履约带来的影响。

20. Severability
可分割性

The invalidity, illegality or unenforceability of any provision of this GTC shall not affect the validity, legality, or enforceability of any other provision of this GTC, which shall remain in full force and effect.

本 GTC 的任一规定的无效性、非法性或不可执行性均不影响本 GTC 的任何其他规定的有效性、合法性和可执行性，其他所有条款仍然具有完全效力。

21. Assignments
转让

Notwithstanding anything to the contrary, Supplier shall not assign this GTC or any parts of it, any Order, or any monies owed to Supplier under it to any third party without the express written consent of SAP. SAP shall not assign this GTC or any Order to any third party without Supplier's written consent, except nothing will prevent SAP from assignment to an SAP affiliate or to SAP successor in interest. This GTC shall inure to the benefit of and shall be binding upon Supplier and SAP, and their respective permitted successors and assigns.

尽管本 GTC 有任何相反规定，未经 SAP 明确书面同意，供应商不得向任何第三方转让本 GTC 或其任何部分、任何订单或其在本 GTC 项下应付给供应商的任何款项。未经供应商书面同意，SAP 不得向任何第三方转让本 GTC 或任何订单，除非 SAP 是向 SAP 关联公司或 SAP 的权益继承方转让。本 GTC 基于供应商与 SAP 及各自的许可继任方与受让人的利益订立，并对上述各方具有约束力。

22. Export controls
出口管制

Supplier acknowledge that the Supplies delivered under this GTC may be subject to the export and import control laws of various countries, including without limitation, the laws of People's Republic of China, Germany, the European Union and the United States of America (altogether referred to as "**Export Laws**"). Both Parties will comply with the Export Laws in the performance of this GTC. Supplier will cooperate with SAP as reasonably necessary to ensure compliance with Export Laws. Supplier agrees to provide SAP with (as applicable): (i) the "Export Control Classification Number" (ECCN) according to the U.S. Commerce Control List; (ii) the export control list number according to Annex I to the Regulation (EC) No. 428/2009; (iii) any other export control list number applicable to any Supply delivered under this Agreement; (iv) the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; (v) the country of origin (non-preferential origin); and (vi) any other technical information as may be reasonably requested by SAP for the purposes of export and import licensing procedures in other countries.

供应商确认根据本 GTC 交付的供应品必须遵守各个国家和地区的进出口管制法律规定，包括但不限于中华人民共和国、德国、欧洲联盟和美国的法律（统称为"**出口法律**"）。双方应在履行本 GTC 时遵守出口法律。供应商应在合理必要的情况下配合 SAP，确保遵守出口法律。供应商同意向 SAP 提供（若适用）：(i) 依据美国商业管制清单规定获得的"出口管制分类编码"(ECCN)；(ii) 依据第 428/2009 号法规 (EC) 附录 I 规定获得的出口管制清单编号；(iii) 适用于根据本协议交付的任何供应品的任何其他出口管制清单编号；(iv) 依据当前的国际贸易商品分类统计与 HS（商品名称及编码协调制度）获得的统计商品编码；(v) 原产地（非优惠性原产地）；与 (vi) SAP 为在其他国家和地区办理进出口许可证手续而合理要求的任何其他技术信息。

23. Trademarks; Publicity; Press; Advertising; Marketing
商标；宣传；新闻；广告；营销

23.1 Without prior written approval from SAP, in SAP's sole discretion, Supplier shall not be entitled to use any SAP trade marks and logos ("**SAP Brand**"), including but not limited to in connection with any announcement, advertisement, publication or presentation, sales, promotion, press releases, and other publicity relating to the Order and /or the business relationship with SAP.

未经 SAP 事先书面批准，供应商无权使用任何 SAP 商标与标识（以下简称"**SAP 品牌**"），包括但不限于与订单和/或与 SAP 建立的商业关系相关的任何声明、广告、出版物或演示文稿、销售、促销、新闻稿以及其他宣传。

23.2 Supplier acknowledges SAP's sole ownership of SAP Brand and all associated goodwill, and that SAP retains all right, title, and interest in the SAP Brand. Supplier shall not to register or attempt to register any portion of the SAP Brand under any scenario in any country of the world. Any purported registration in violation of this provision shall be deemed null and void *ab initio*.

供应商确认 SAP 品牌及其相关声誉的所有权全部归 SAP 所有，且 SAP 拥有 SAP 品牌的所有权利、所有权和利益。供应商不得在世界任何国家/地区，在任何场景下注册或尝试注册 SAP 品牌的任何部分。任何涉嫌违反本条款的注册均应视为自始无效。

23.3 Supplier agrees to abide by the requirements, if applicable, stated in https://www.sap.com/supplier-portal-supplemental-terms-marketing, in effect as of the date of the applicable Order.

24. 供应商同意遵守自适用订单生效日期起开始生效的 https://www.sap.com/supplier-portal-supplemental-terms-marketing 中所述的要求（若适用）。SAP site access
SAP 现场访问

If Supplies are provided on site, Supplier agrees to comply with applicable rules and safety instructions posted on site or otherwise made available to Supplier (e.g., www.sap.com/supplier-portal-safety-instructions-usa-en).

如在现场提供供应品，供应商同意遵守现场发布或以其他方式向供应商提供的适用规则和安全说明（例如，www.sap.com/supplier-portal-safety-instructions-usa-en）。

25. Purchasing Ethics
采购道德准则

Supplier agrees to comply with the SAP Supplier Code of Conduct available at www.sap.com/supplier-portal-code-of-conduct-en, as may be amended from time to time.

供应商同意遵守以下链接中不时进行修订的 SAP 的供应商行为准则：www.sap.com/supplier-portal-code-of-conduct-en。

26. Governing Law; Jurisdiction; Venue
管辖法律；管辖权；管辖地

26.1 The country of registration of the ordering SAP company determines the applicable local law which applies exclusively. If Supplier is not registered in the same country, such governing law applies subject to the exclusion of its conflict of laws provisions and subject to the exclusion of UN sales laws. Should any dispute arise from or in connection with this GTC, the parties will attempt to resolve the dispute in good faith by negotiations. In case no settlement can be reached, the disputes will be submitted to Shanghai International Arbitration Center (SHIAC) for arbitration according to the then effective rules of the said Arbitration Commission. The arbitral tribunal shall be composed of three arbitrators. The arbitration shall take place in Shanghai and be conducted in Chinese. The arbitration award will be final and binding on both parties. During the course of arbitration, this GTC shall continue to be performed except for the part which the parties are disputing and which is undergoing arbitration.

根据下达订单的 SAP 公司注册地所在国家和地区确定专门适用的地方法律。即使供应商注册地所在国家和地区有所不同，该等管辖法律也应适用，但冲突法规则和《联合国国际货物销售合同公约》除外。因本 GTC 引起的或与本 GTC 有关的一切争议，双方应通过友好协商解决。若协商不成，双方同意将争议提交上海国际仲裁中心（SHIAC） 按其当时有效的仲裁规则进行仲裁。仲裁庭由三名仲裁员组成，仲裁地位于上海 且仲裁语言为中文。仲裁结果对双方具有终局效力。除正在提交仲裁的争议部分外，本 GTC 其余部分在仲裁期间应继续履行。

26.2 If Supplier is a businessperson or a body corporate or special fund under public law, the sole place of jurisdiction for all disputes arising out of or in connection with the contractual relationship is in the capital city of the country of the ordering SAP entity is registered.

如供应商是企业家或根据公法组织的法人实体或专项基金，因合同关系引起的或与合同关系有关的所有争议的唯一管辖地应为下达订单的 SAP 实体注册地所在国家和地区的首都。

27. Entire Agreement
完整协议

This GTC and its Supplemental Terms, together with the Order, constitutes the complete and exclusive statement regarding the subject matter hereof and supersedes all prior agreements, understandings, and communications, oral or written, between the Parties concerning such subject matter. Subject to Section 1.2, no modifications, amendments, or supplements to the GTC shall be

effective for any purpose unless in writing and signed by the parties.

本 GTC 及其补充条款和订单共同构成就本协议主题事项达成的完整且排他性的声明，并取代双方之前就该此类主题事项达成的所有口头或书面协议、谅解和沟通。根据第 1.2 节规定，对本 GTC 所作的任何修改、修订或补充须经双方签署书面文件后方可生效。

28. Governing Language
使用语言

This GTC is executed in both the Chinese and English languages. In the event there are different interpretations of the same provision or actual contradictions, the meanings of the English version shall prevail.

本 GTC 以中文和英文签署。如果对中英文版本中同一条款的解释有所歧义或相互矛盾的，应以英文版本为准。

Annex: Modified Local Terms and Conditions per Country
附录：按国家和地区修改的地方条款和条件

The following modified terms and conditions shall apply to Agreements governed by the local laws of the following countries:

以下经修改的条款和条件应适用于受以下国家和地区的地方法律的协议：

1. **Country A**
   国家和地区 A
   Section 13 of the GTC shall be replaced as follows:
   本 GTC 第 13 节应替换如下：

2. **Country B**
   国家和地区 B

Section 11.1 of the GTC shall amended as follows:

本 GTC 第 11.1 节应修订如下：