

END USER LICENSE AGREEMENT

最终用户许可协议

Please scroll down and read the following end user license agreement carefully. This is a legally binding agreement ("Agreement") between Company and SAP SE which provides the terms of your use of the SAP mobile application licensed hereunder ("Software"). By clicking "I Accept" or by installing and/or using the Software, you on behalf of the Company are agreeing to all of the terms and conditions stated in this Agreement. If you do not agree to these terms, do not click "agree", and do not use the Software. You represent and warrant that you have the authority to bind the Company to the terms of this Agreement.

请您向下滚动并仔细阅读以下的最终用户许可协议。这是贵公司与 SAP SE 之间具有法律约束力的协议（“协议”），其中规定了您使用本协议下许可的 SAP 移动应用程序（“软件”）的条款。通过单击“我接受”或安装和/或使用本软件，您代表贵公司同意本协议中规定的所有条款和条件。如果您不同意这些条款，请不要单击“同意”，也不要使用本软件。您代表并保证您有权让贵公司受本协议条款的约束。

1. **Definitions:** "SAP" refers to SAP SE, for and on behalf of itself and its subsidiaries and affiliates as defined in Section 15 German Stock Corporation Act. "Company" refers to the entity with which you are employed, affiliated or associated and that wishes to use the Software. "Tencent" refers to Tencent Holdings Ltd. and its majority owned affiliates. "You" or "you" refers to the individual that accepts the terms of this Agreement on behalf of Company.

1. **定义：**“SAP”是指 SAP SE，如“德国股票法”第 15 节所定义，其代表其自身及其子公司和附属公司。“公司”是指您受雇的公司或其附属公司或关联公司并且该公司希望使用本软件。“腾讯”是指腾讯控股有限公司及其拥有多数股权的关联公司。“您”或“你们”是指代表公司接受本协议条款的个人。

2. **Supported Devices:** The Software supports certain Android mobile devices ("Android Devices"), and data networks such as 3G, EDGE and WiFi, and enables users to access SAP Backend Standard Software ("SAP Standard Software") for use of specifically enabled business processes through such Android Devices.

2. **支持的设备：**该软件支持某些 Android 移动设备（“Android 设备”）和 3G、EDGE 和 WiFi 等类型的数据网络，并使用户能够访问 SAP 后端标准软件（“SAP 标准软件”）以便使用通过此类 Android 设备而具体启动的业务流程。

3. **License:** Subject to the terms, conditions and limitations stated in this Agreement, the SAP Store Terms of Use and the Android Market Terms of Service, as applicable, SAP grants you a , non-exclusive, non-transferable, non-sublicensable, revocable, limited license to run the Software on Company's Android Device solely for the purpose of using the Software to access SAP Standard Software that Company has licensed or has the right to use under a separate license agreement with either an SAP entity or an authorized SAP reselling partner and only during the term of such agreement. For the avoidance of doubt, this Agreement does not include a license for SAP Standard Software. Company is not permitted to use the Software for any purpose other than as expressly permitted under this Agreement. All regulations – if applicable – of the aforementioned SAP Standard Software license agreement shall apply to use/access of SAP Standard Software through the Software. SAP may audit your and Company's use of the Software. Company may only use the Software on your mobile device, and may not transfer the Software to another mobile device. Company shall use the Software only in a manner consistent with this Agreement and the documentation (the "Documentation") which SAP may provide, in its sole discretion, in electronic and/or printed form with the Software and which can be found under <http://service.sap.com>.

3. **许可：**根据本协议中规定的条款，条件和限制，和 SAP Store 使用条款和 Android Market 服务条款（如适用），SAP 授予您一项非独占，不可转让，不可再授权，可撤销且有限的许可以便贵公司根据与 SAP 任一实体或与 SAP 授权的任一转售合伙人所签订的独立软件许可协议并在该协议期限以内获得许可或获得权限在公司的 Android 设备上运行本软件以访问 SAP 标准软件。为避免疑义，本协议不包括 SAP 标准软件的许可。公司不得将本软件用于本协议明确许可之外的任何其他目的。上述 SAP 标准软件许可协议的所有法规（如果适用）均适用于通过本软件使用/访问 SAP 标准软件。SAP 可能会审核您和贵公司对本软件的使用。贵公司只能在您的移动设备上使用本软件，并且不得将本软件转让给其他移动设备。贵公司应仅以符合本协议及相关文档使用本软件，并且 SAP 可自行决定以电子版和/或印刷形式提供本软件的文档（“文档”），该文档可在 [http](http://service.sap.com) 下找到：[//service.sap.com](http://service.sap.com)。

4. **Intellectual Property:** SAP retains all ownership and intellectual property rights in the Software. Company shall, and shall ensure that others do not: a) remove or modify any marks or proprietary notices of SAP, b) provide or make the Software available to any third party, c) use the Software to provide third party training for SAP products, d) assign this Agreement or give or transfer the Software or an interest in them to another individual or entity, e) decompile, disassemble or reverse engineer (except to the extent permitted by applicable law) the Software, f) create derivative works of or based on the Software or g) use any SAP name, trademark or logo.

4. **知识产权：**SAP 保留本软件的所有权和知识产权。贵公司应自己并且应确保他人不会：a) 删除或修改 SAP 的任何标志或所有权声明，b) 向任何第三方提供或供给本软件，c) 使用本软件为 SAP 产品提供第三方培训，d) 转让本协议或将本软件或将本软件中的权益给予或转让给另一个人或另一实体，e) 对本软件进行反编译，反汇编或反向工程（适用法律允许的范围除外），f) 基于软件创建衍生作品 或 g) 使用任何 SAP 名称，商标或标识。

5. **User Content:**

5. **用户内容：**

a) "User Content" means any communications, images, and all the material, data, and information that Company uploads or transmits through Software.

a) “用户内容”指贵公司通过本软件上传或传输的任何通信，图像和所有材料，数据和信息。

b) Company hereby grants SAP a perpetual and irrevocable, worldwide, fully paid-up and royalty free, non-exclusive, unlimited license, including the right to sublicense and assign to third parties, and right to store, use, copy, reproduce, fix, adapt, modify, improve, translate, reformat, create derivative works from, process, analyze, manufacture, introduce into circulation, commercialize, publish, distribute, license, sublicense, transfer, rent, lease, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, communicate to the public by telecommunication, display, perform, enter into computer memory, and use and practice, in any way now known or in the future discovered, Company's User Content as well as all modified and derivative works thereof.

b) 贵公司特此授予 SAP 一项永久的，不可撤销的，全球性的，完全缴足的，免版税的，非独家的，无限制的许可，包括转授许可和将许可转让给第三方的权利，以及存储，使用，复制，再生，修复，改编，修改，改进，翻译，重新格式化，创建衍生作品，处理，分析，制作，引入循环，商业化，发布，分发，许可，再许可，转让，出租，租赁，传输，公开展示，公开演出，或通过电子方式提供对外广播的路径，或通过电信对外沟通，显示，执行，进入计算机存储器，以现在已知或将来发现的任何方式使用和实践贵公司的用户内容及其由此产生的修改作品和衍生作品的权利。

c) By transmitting or submitting any User Content while using the Software, Company affirms, represents and warrants that such transmission or submission is (i) accurate; (ii) not in violation of any laws, contractual restrictions or other third party rights, and that Company has permission from any third party whose information or intellectual property is comprised in the User Content; and (iii) free of viruses, adware, spyware, worms or other malicious code.

c) 通过在使用本软件时传输或提交任何用户内容，公司确认、声明并保证此类传输或提交是（i）准确；（ii）不违反任何法律，合同限制或侵犯其他第三方权利，且公司已获得包含在用户内容中的任何第三方的信息或知识产权的许可；（iii）没有病毒，广告软件，间谍软件，蠕虫或其他恶意代码。

Company acknowledges and agrees that any of Company's personal information within such content will at all times be processed by SAP in accordance with the Privacy Policy attached to the Software.

d) 公司承认并同意，此用户内容中的任何贵公司的员工的个人信息将始终由 SAP 根据本软件附带的隐私政策进行处理。

5. Warranty:

As there is no charge for the license of the Software hereunder, Company is not entitled to the elimination of any defects or to subsequent delivery of Software. SAP will compensate for loss or wasted anticipatory expenditure arising out of defects subject to the limitation of liability in section 7 herein.

5. 保修:

由于本协议下本软件的许可不收取任何费用，因此贵公司无权消除任何本软件的缺陷或无权接受本软件的随后交付。SAP 将根据本协议第 7 款中的责任限制将因缺陷而引起的损失或浪费的预期支出进行赔偿。

6. Liability:

- 6.1. SAP is liable for damages or wasted anticipatory expenditures, in tort or otherwise, only (a) under German product liability legislation, (b) for SAP's gross negligence or intent, (c) for absence of an expressly assured or guaranteed quality, or (d) for personal injury.
- 6.2. Where SAP is liable for grossly negligent acts of its employees who are not directors or officers of SAP, SAP's total liability for damages is limited to that liability and to not more than the quantum of loss that SAP ought, in the light of its knowledge of circumstances at the time this License Agreement was made, to have foreseen as typical in connection with provision and licensed use of Software.
- 6.3. Where SAP is liable under section 7.2, it is not liable for indirect loss, consequential damages, or loss of profit.
- 6.4. SAP and Licensee agree that the typical foreseeable quantum of loss cannot exceed €50,000 in any case.
- 6.5. Licensee undertakes to take appropriate steps to safeguard its data and programs, including without limitation making backup copies not less frequently than is recommended by SAP. Notwithstanding the other limitations of this section 7, SAP is not liable for the loss of data and its recreation, in so far as this would have been avoidable through observance of this obligation.
- 6.6. The benefit of exclusions and limitations in this section 7 also extends to claims of Customer against employees, contractors, and agents of SAP.

6. 责任:

6.1 SAP 仅根据以下条款对损害或浪费的预期支出，侵权或其他方面承担责任：（a）根据德国产品责任法规，（b）因 SAP 的重大过失或故意，（c）因已明确保证或担保的产品质量的缺乏，d）造成人身伤害。

6.2 如果 SAP 需对 SAP 董事或高级职员之外的一般职员的严重疏忽行为负责，SAP 对此类损害承担的全部赔偿责任仅限于该责任本身，并且不超过 SAP 根据本许可协议签订时对情况了解的知识能力所能预见的与软件的许可和提供所典型相关的损失额度。

6.3 如果 SAP 根据第 7.2 条承担责任，SAP 则不对间接损失，继发损失或利润损失承担责任。

6.4 SAP 和被许可方一致同意，在任何情况下典型的可预见损失额不得超过 50,000 欧元。

- 6.5 被许可方承诺将采取适当措施来保护其数据和程序，包括但不限于使备份副本不低于 SAP 建议的频率。除非第 7 条款存在其他限制性规定，只要 SAP 遵守本条款义务即可正常避免数据丢失或再生情形，则 SAP 将对仍然发生的数据丢失及再生不承担责任。6.6 第 7 条款中责任排除和限制的好处也扩展至客户对 SAP 员工，承包商和代理商的索赔。

7. Indemnification:

SAP will defend at its own expense any legal proceeding brought against Company, to the extent that such proceeding is based on a claim that the use of the Software as permitted under this Agreement represents an infringement or misappropriation of a third party's copyright, patent, or a trade secret, and will pay all damages and costs awarded by a court of final appeal attributable to such claim; provided, however, that Company: a) provide notice of the claim promptly to SAP (but no later than one (1) month after Company received notice of the claim), b) give SAP sole control of the defense and settlement of the claim, provided that Company, at Company's option and expense, may also be represented in the legal proceeding by independent counsel, c) provides to SAP, at SAP's expense, all commercially reasonable information, assistance and authority to defend such claim and d) have not compromised or settled such proceeding without SAP's prior written consent. SAP shall have no liability for any infringement or claim which results from the use of the Software provided hereunder in combination with any equipment, software or data not provided or approved by SAP. This section states the entire liability of SAP with respect to the indemnification of any intellectual property right infringement hereunder and there shall be no additional liability with respect to any alleged or proven infringement. Section 7 shall apply accordingly.

7. 赔偿:

SAP 将自费为针对贵公司提起的任何法律诉讼进行辩护，只要该诉讼是基于本协议针对本软件所许可的使用而主张侵犯了或盗用了第三方著作权，专利或商业秘密，并且 SAP 将支付终审法院针对该诉讼所判决的所有损害赔偿和相关费用；但是其前提条件为：a) 贵公司及时向 SAP 提出索赔通知（但不得迟于贵公司收到索赔通知后的一（1）个月以内），b) 贵公司将使 SAP 单独控制诉讼的辩护和诉讼的解决，如果贵公司基于自身选择和费用也可以由独立法律顾问代表贵公司参与诉讼程序在法律程序中代表，c) 在 SAP 付费的情况下，贵公司将向 SAP 提供所有商业上合理的信息，并提供协助和授权以对此类诉讼进行辩护，并且 d) 贵公司不会在未经 SAP 事先书面同意的情况下对此诉讼进行妥协或私自解决此诉讼。对于因使用本协议所提供的软件相关联但未经 SAP 提供或批准的任何其他设备，软件或数据而导致的任何其他侵权或索赔，SAP 概不负责。本条款规定了 SAP 对本协议下任何知识产权侵权的赔偿的全部责任，SAP 对于任何涉嫌或经证实的侵权行为将不承担任何其他额外责任。第 7 条款应据此适用。

8. Export:

The Software is subject to German, EU and US export control regulations. Company confirms that: a) Company will not use the Software for, and will not allow the Software to be used for, any purposes prohibited by German, EU and US law, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction, b) Company is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, c) you are not a citizen, national or resident of, and are not under the control of, the government of: Cuba, Iran, Sudan, Iraq, North Korea, Syria, nor any other country to which the United States has prohibited export, d) Company will not download or otherwise export or re-export the Software, directly or indirectly, neither to the above-mentioned countries nor to citizens, nationals or residents of those countries, e) you are not listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor listed on the United States Department of Commerce Table of Denial Orders or any other U.S. government list of prohibited or restricted parties and f) Company will not download or otherwise export or re-export the Software, directly or indirectly, to persons on the above-mentioned lists.

9. Support:

SAP is solely responsible for providing, and Tencent has no obligation to provide, maintenance and support for the Software. SAP may offer support for the Software – at its sole discretion – by e.g. provisioning of updates, patches, bug fixes and new versions via the Android Market according to SAP then current existing support offerings. In the event SAP provides such support via Android Market, the timely availability of this support is dependent on Tencent's cooperation in due time for which SAP is not responsible.

8. 出口

本软件受德国，欧盟和美国出口管制法规的约束。贵公司确认：a) 贵公司不会将本软件用于且不允许本软件被用于德国，欧盟和美国法律所禁止的任何目的，包括但不限于开发，设计，制造或生产具大规模毁灭性的核武器，化学武器或生物武器，b) 贵公司不位于美国政府禁运的国家以内，或美国政府指定为“支持恐怖主义”的国家以内，c) 你不属于以下政府的公民，国民或居民，并且不受这些国家或政府的控制：古巴，伊朗，苏丹，伊拉克，北朝鲜，叙利亚，或美国禁止出口的任何其他国家，d) 贵公司不会直接或间接下载或以其他方式出口或再出口本软件至上述的国家或这些国家的公民，国民或居民，e) 您未列入美国财政部的特别列表，其包含特别指定国民，特别指定恐怖分子和特别指定的麻醉毒品贩运者，您也未被列入美国商务部的拒绝订购表或任何其他美国政府禁止或限制方的名单，以及 f) 贵公司不会以直接或间接方式将本软件下载或以其他方式出口或再出口给上述列表中的任何人员。

9. 支持

SAP 全权负责提供本软件的维护与和支持，腾讯没有义务为本软件提供任何维护与和支持。SAP 可以自行决定为本软件提供支持，例如：根据 SAP 当前现有的支持服务，通过 Android Market 提供本软件的更新，补丁，错误修复和新版本。如果 SAP 通过 Android Market 提供本软件的支持，此支持的及时可用性将取决于届时腾讯的合作度，对此 SAP 不承担责任。

10. Data Protection:

SAP and Company must comply with the provisions of the law of data protection. Company acknowledges and agrees that any of the personal information will at all times be processed by SAP in accordance with the separate Privacy Policy for the Software issued to Company by SAP.

10. 数据保护:

SAP 和贵公司必须遵守数据保护法的相关规定。贵公司承认并同意, SAP 将始终根据 SAP 向贵公司发布的随附本软件的单独的隐私政策内容来处理任何个人信息。

11. Term and Termination:

Company may terminate this Agreement by destroying all copies of the Software on Company's Android Device. SAP shall be entitled to terminate Company's licenses to use the Software if Company or you fail to comply with any of the terms of this Agreement. This Agreement terminates automatically upon termination or expiration of the *SAP Standard Software* agreement between Company and either the respective SAP entity or the authorized SAP reselling partner. In case of termination or expiration of this Agreement, Company must destroy all copies of the Software on Company's Android Devices.

11.期限和终止:

贵公司可以通过销毁贵公司 Android 设备上所有本软件的副本的方式来终止本协议。如果贵公司或您未能遵守本协议的任何条款, SAP 有权终止贵公司使用本软件的许可。本协议将在贵公司与 SAP 相关实体或 SAP 授权的转售合作伙伴之间所签订的 SAP 标准软件协议终止或到期时自动终止。如果本协议终止或到期, 贵公司必须销毁贵公司 Android 设备上本软件的所有副本。

12. Law/Venue:

German law applies exclusively to all claims in contract, in tort or otherwise, and the UN sales laws convention is excluded. If Company is a merchant within the meaning of the German Commercial Code (HGB), section 1, or a public-law juristic person or special fund, the sole place of jurisdiction for all differences arising out of or in connection with the Software Agreement shall be Karlsruhe.

12.适用法律/审判地点:

所有基于合同, 侵权或其他方面的诉讼均适用德国法律但联合国销售公约除外。如果贵公司是德国商法典 (HGB) 第 1 节意义上的商家或公法法人或特别基金, 则由此软件协议所引起或与之相关的所有分歧的唯一司法管辖地应为卡尔斯鲁厄。

13. Third Party Product License Terms

Bing Maps Service ("BM Service"). In case the Software accesses the BM Service through a Bing Maps API, Company's use of the BM Service is subject to Microsoft's Terms of Use which are set forth on: <http://www.microsoft.com/maps/assets/docs/terms.aspx#l1>. If Company does not accept such Microsoft Terms of Use, including, but not limited to all limitations and restrictions therein, you or Company may not use the BM Service in the Software. Company acknowledges and agrees that use of the BM Service in or through the Software will constitute Company's acceptance of Microsoft's Terms of Use. Company's usage of BM Service within the Software can be terminated by SAP without stating any reason at any time. In that case SAP is not required to provide an equivalent service via another provider. Company is not entitled to seek any damages thereof.

13.第三方产品许可条款

Bing 地图服务 ("BM 服务")。如果本软件通过 Bing Maps API 访问 BM 服务, 则贵公司对 BM 服务的使用受微软使用条款的约束, 详情请参阅: <http://www.microsoft.com/maps/assets/docs/terms.aspx#l1>。如果贵公司不接受此类 Microsoft 使用条款, 包括但不限于其中的所有限制和约束条款, 则您或贵公司不得在本软件中使用 BM 服务。贵公司承认并同意, 在本软件中或通过本软件使用 BM 服务将构成贵公司接受 Microsoft 的使用条款。SAP 可以无需说明任何理由随时终止贵公司在本软件中所使用 BM 服务。在这种情况下, SAP 不需要通过其他提供商给贵公司提供类似服务。对此, 贵公司无权要求赔偿。

14. Miscellaneous

This Agreement is the complete Agreement for the Software licensed (including reference to information/documentation contained in a URL). This Agreement supersedes all prior or contemporaneous agreements or representations with regards to the subject matter of this Agreement. If any term of this Agreement is found to be invalid or unenforceable, the surviving provisions shall remain effective. SAP's failure to enforce any right or provisions stipulated in this Agreement will not constitute a waiver of such provision, or any other provision of this Agreement.

Company and SAP agree that: (a) this Agreement is between SAP and Company, and that Google is not a party to this Agreement; (b) that SAP is solely responsible for the Software and the content thereof; (c) that Tencent, and Tencent's subsidiaries, are third party beneficiaries of this Agreement, and d) Tencent will have the right (and will be deemed to have accepted the right) to enforce this Agreement against Company as a third party beneficiary hereof, but only if Company accepts the terms of this Agreement as outlined above.

16. Contact

If you have any questions or support-issues with regards to the Software, please refer to our help portal: <http://service.sap.com>

14.其他

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