

Partner Base Terms

合作伙伴基本条款

These “Partner Base Terms” are agreed between the Siemens entity (“Siemens”) and the partner (“Partner”), both referred to as “Party”, together as “Parties” by concluding an Execution Form.

本《合作伙伴基本条款》由西门子实体（简称“西门子”）与合作伙伴（简称“合作伙伴”）通过签署签署表达成。西门子与合作伙伴单称“一方”，合称“双方”。

Capitalized terms are defined [at the end of the document](#) or elsewhere in the Partner Agreement.

加粗术语定义见[本文件末尾处](#)或合作伙伴协议的其他部分。

Partner Agreement structure 合作伙伴协议结构



Partner Base Terms 合作伙伴基本条款

1. Partner Agreement, order of precedence 合作伙伴协议、效力优先次序

The "Partner Agreement" consists of the following, listed in order of precedence:

《合作伙伴协议》由以下文件组成，其效力优先次序如下：

- **Execution Form**
签署表
- **Program Exhibit, if applicable**
计划附录（如适用）
- **Partner Base Terms**
合作伙伴基本条款

Each Execution Form, and Program Exhibit (if any) applies only to the partner relationship described therein.

每一份**签署表**和**计划附录**（如有）仅适用于其中载明的合作伙伴关系。

2. Partner Program, Partner Policies, fees 合作伙伴计划、合作伙伴政策、费用

2.1. Partner Program 合作伙伴计划

The scope of the relevant Partner Program and the roles and responsibilities of each Party and/or relevant Affiliates may be further described in the Execution Form or in one or more Program Exhibits.

相关**合作伙伴计划**的范围以及每一方和/或相关**关联方**的角色和职责，可能会在**签署表**或一个或多个**计划附录**中作进一步详细说明。

2.2. Partner Policies 合作伙伴政策

Partner will comply with the Partner Policies which describe the benefits and requirements related to the Partner Program. Siemens may revise the Partner Policies with binding effect on Partner. All changes will be published on the Siemens Partner System or otherwise communicated to Partner in writing. Partner will be notified in advance of material changes to Partner Policies. If Partner objects to any such material changes, Partner may terminate the Partner Agreement on an extraordinary basis by providing 60 days' prior notice. Such notice must be provided within 30 days of Partner's receipt of the notification of material changes.

合作伙伴应遵守**合作伙伴政策**，该政策载明了与**合作伙伴计划**相关的权益和要求。**西门子**可修改**合作伙伴政策**，修订内容对**合作伙伴**具有约束力。所有变更将发布在**西门子合作伙伴系统**上，或以书面形式通知**合作伙伴**。若**合作伙伴政策**发生实质性变更，**西门子**将提前通知**合作伙伴**。如**合作伙伴**反对任何此类实质性变更，**合作伙伴**可通过提前 60 天通知的方式，以此特别理由终止**合作伙伴协议**。此类通知必须在**合作伙伴**收到实质性变更通知后的 30 天内发出。

2.3. Fees 费用

Partner Programs are not subject to a partner fee unless otherwise foreseen in the Partner Agreement. The Partner Program may include additional paid services, which may be subject to separate conditions to be agreed between the Parties.

除非**合作伙伴协议**另有规定，**合作伙伴计划**不收取**合作伙伴**费用。**合作伙伴计划**可能包含额外的付费服务，此类服务可能受**双方**另行约定的条件约束。

3. Partner classification and Partner Target Agreement 合作伙伴分级和**合作伙伴目标协议**

3.1. Partner classification 合作伙伴分级

Unless explicitly stated otherwise elsewhere in the Partner Agreement, Partner will be initially classified as Authorized Company. To become a Certified Partner, Partner must

除非**合作伙伴协议**中另有明确规定，**合作伙伴**最初将被归类为**授权公司**。要成为**认证合作伙伴**，**合作伙伴**必须：

- a. be accepted by Siemens into a specified Partner Program and
被**西门子**接受加入特定的**合作伙伴计划**，并且
- b. fulfill the requirements as described in the Partner Policies. Certified Partners may be classified by Siemens either as Silver, Gold or Platinum Partner Level. Criteria for classification and any corresponding benefits and requirements of the Partner Programs are described in the Partner Policies.

满足**合作伙伴政策**中载明的要求。**西门子**可将**认证合作伙伴**分为**银牌**、**金牌**或**白金级合作伙伴**。分级标准以及任何相应的**合作伙伴计划**的权益和要求见**合作伙伴政策**描述。

3.2. Partner Target Agreement 合作伙伴目标协议

The specifics of the partnership may be set forth between the Parties in a Partner Target Agreement (“PTA”).

合作伙伴关系的具体细节可由双方在合作伙伴目标协议（“PTA”）中约定。

4. Transactions 交易

4.1. Transactions 交易

Transactions with Customers will be performed by Partner in its own name and on its own account. Transactions between Partner and Siemens, if any, will be subject to a separate Commercial Agreement if not regulated otherwise in other elements of the Partner Agreement.

合作伙伴与客户的交易应以合作伙伴自身名义进行，并由其自担风险。合作伙伴与西门子之间的交易（如有）应受单独的商务协议约束，除非合作伙伴协议的其他部分另有规定。

4.2. Resale prices and commercial terms 转售价格和商业条款

Partner is entitled to set its own resale prices and commercial terms with Customers.

合作伙伴有权自行设定与客户之间的转售价格和商业条款。

4.3. Specific requirements for software and/or cloud Offerings for Resale 软件和/或基于云的供转售的产品的特定要求

For software and/or cloud Offerings for Resale, Siemens may determine specific requirements, e.g. that Offerings require acceptance of certain “Minimum Terms” for their use or the direct acceptance by Customer of terms of use with Siemens.

对于软件和/或基于云的供转售的产品，西门子可设定特定要求，例如，要求客户接受特定的“最低必备条款”才能使用产品，或要求客户直接接受与西门子之间的使用条款。

5. Roles and responsibilities 角色与职责

5.1. Reporting 报告

Partner and Siemens may agree on a method for conducting regular business reviews and submission of status reports. Each Party retains sole discretion regarding its offerings and roadmap. As reasonably requested by Siemens, Partner, at its own expense, will provide information and reports relevant for the respective Partner Program. Partner will omit competitively sensitive information, such as end user pricing, from any such reports.

合作伙伴与西门子可就定期业务评估和提交业务情况报告的方法达成一致。每一方仍对其产品和路线图保留完全的自主决定权。应西门子合理要求，合作伙伴应自费提供与相应合作伙伴计划相关的信息和报告。合作伙伴在任何此类报告中均应隐去具有竞争敏感性的信息，如最终用户价格。

5.2. Partnership managers 合作伙伴关系经理

If required by the respective Partner Program, both Parties will appoint a designated individual to drive the strategic direction of the partnership and manage the PTA (“Partnership Manager”). The Partnership Manager will coordinate the work of necessary resources of either Party, as well as actively support the field organizations in pursuits, sales and delivery activities. Either Party may change its Partnership Manager by giving notice to the other.

如相应合作伙伴计划要求，双方应各指派一名人员负责推动合作伙伴关系的战略方向并管理合作伙伴目标协议（“合作伙伴关系经理”）。合作伙伴关系经理应协调每一方必要资源的投入，并积极支持一线业务的拓展、销售及交付活动。任一方均可通过通知另一方的方式更换其合作伙伴关系经理。

5.3. Partner marketing & promotion 合作伙伴营销与推广

To the extent applicable for the Partner Program or agreed otherwise, Partner will use reasonable commercial efforts to promote, advertise, and market Offerings for Resale with a focus primarily on the Territory at Partner’s expense. Siemens-approved branding, marketing materials, and messaging may be used by Partner in accordance with the Partner Agreement and any additional requirements for such

use posted on the Siemens Partner System. Partner will obtain written consent from Siemens before any media releases or public announcements are made by Partner related to the Partner Agreement. Siemens will not unreasonably withhold such consent.

在适用于**合作伙伴计划**的范围内或另有约定时，**合作伙伴**应尽合理的商业努力，重点在**区域**内自费推广、宣传和营销**供转售**的产品。**合作伙伴**可根据**合作伙伴协议**及**西门子合作伙伴系统**上发布的额外要求，使用经**西门子**批准的品牌标识、营销材料和宣传信息。**合作伙伴**在发布任何与本**合作伙伴协议**相关的媒体新闻或公开声明前，必须获得**西门子**书面同意。**西门子**不得无理拒绝此类同意。

5.4. Siemens marketing & promotion 西门子营销与推广

Siemens will provide Partner with marketing and communications support for the activities described in the Partner Agreement. Such support services may be subject to a fee if explicitly stated elsewhere in the Partner Agreement. Siemens may advertise the signing of the Partner Agreement or any Program Exhibit and disclose Partner's company name, Territory, products offered, general terms, and Partner's rationale for selection of Siemens as a provider.

西门子将为**合作伙伴协议**中载明的活动向**合作伙伴**提供营销和沟通支持。如**合作伙伴协议**其他部分明确规定，此类支持可能需收取费用。**西门子**可对本**合作伙伴协议**或任何**计划附录**的签署进行宣传，并可披露**合作伙伴**的公司名称、**区域**、提供的产品、一般条款以及**合作伙伴**选择**西门子**作为供应商的理由。

5.5. Representations & warranties 陈述与保证

- a. Except as otherwise expressly provided in the Partner Agreement, Siemens makes no representations or warranties, express or implied, regarding any matter, including merchantability or satisfactory quality, suitability, originality, fitness for a particular use or purpose, or results to be derived from the use of any Offering, confidential information, or other materials provided under the Partner Agreement.

除非**合作伙伴协议**另有明确规定，**西门子**不对任何事项作出任何明示或暗示的陈述或保证，包括但不限于适销性或质量满意度、适用性、原创性、对特定用途或目的的适用性，或使用任何**合作伙伴协议**下提供的**产品**、保密信息或其他材料所能获得的结果。

- b. If there is a Commercial Agreement between Siemens and Partner, this describes Siemens' warranties for the Offerings for Resale towards Partners. At its option, Partner may provide additional representations, warranties, or commitments to Customer that Partner alone will fulfill. Partner will ensure that those additional commitments are technically feasible, not contradictory to the technical documentation of the Offerings for Resale, and that they are not attributable to Siemens. Partner agrees to indemnify, hold harmless, and defend Siemens against any and all claims by Customers or third parties arising out of or related to any such additional representations, warranties, or commitments made by Partner.

如**西门子**和**合作伙伴**之间存在**商务协议**，其将载明**西门子**针对**供转售**的产品向**合作伙伴**提供的保证。**合作伙伴**可自行决定向**客户**提供额外的陈述、保证或承诺，并单独承担履行责任。**合作伙伴**应保证该等额外承诺在技术上可行，不与**供转售**的产品技术文档相抵触，且不归责于**西门子**。对于因其作出的该等额外陈述、保证或承诺而引起的或与之相关的任何及所有**客户**或第三方索赔，**合作伙伴**应补偿**西门子**、使其免受损害并为其进行抗辩辩护。

5.6. Piracy 盗版行为

- a. Partner will report to Siemens any suspicion of piracy of Offerings or unauthorized use of software or cloud Offerings sold by Partner and take reasonable measures to stop and prevent such unauthorized use in alignment with Siemens.

合作伙伴应向**西门子**报告任何涉嫌盗版或未经授权使用**合作伙伴**销售的软件或基于云的服务的**产品**的行为，并与**西门子**保持一致，采取合理措施制止并防止此类未经授权的使用。

- b. If set forth in the Partner Agreement, Partner will receive compensation in accordance with Siemens' policy provided Siemens assigns such case to Partner. Siemens may conduct investigations related to alleged piracy, use of unauthorized software, violation of license restrictions by Partner, Customers, or prospective Customers. If Partner, a Customer, or a prospective Customer has engaged in prohibited activities, Siemens reserves the right, in addition to all other rights and remedies available to Siemens, to reject new or pending orders from Partner or the relevant Customer or prospective Customer until successful conclusion of the applicable investigation and/or settlement negotiation. Siemens has the sole right to determine the settlement value of a license compliance settlement. Furthermore, if Partner is found to be

involved in prohibited activities, Partner will reimburse Siemens for the costs of such investigation.

若**合作伙伴协议**有所规定且**西门子**将此类案件交由**合作伙伴**处理，**合作伙伴**将根据**西门子**的政策获得补偿。**西门子**可针对涉嫌盗版、使用未经授权软件、**合作伙伴/客户**或潜在**客户**违反许可限制的行为进行调查。若**合作伙伴**、**客户**或潜在**客户**从事了禁止性活动，在所有其他权利和救济之外，**西门子**保留在相关调查和/或和解谈判圆满结束前，拒绝接受来自**合作伙伴**或相关**客户**、潜在**客户**的新订单或搁置订单。**西门子**拥有确定此类情况下和解金额的唯一权利。此外，若发现**合作伙伴**参与了禁止性活动，**合作伙伴**应赔偿**西门子**因此类调查产生的费用。

5.7. Safety and security reporting 安全与安全报告

If Partner should become aware of any alleged or actual safety- or cyber security risks or other risks associated with Offerings, Partner will inform Siemens without undue delay. Partner will cooperate with Siemens in applying any remediation measures regarding product safety and cyber security directed by Siemens with respect to such Offerings. Such remediation measures may include but are not limited to implementation of product safety instructions or updates, upgrades and patches required from a cyber security perspective as released by Siemens or its third-party licensors for Offerings as well as implementation of any further product safety and cyber security related actions reasonably requested by Siemens.

若**合作伙伴**知晓任何涉嫌或实际存在的与**产品**相关的安全或网络安全风险或其他风险，**合作伙伴**应毫不迟延地通知**西门子**。**合作伙伴**应配合**西门子**实施**西门子**针对此类**产品**指示的任何产品安全和网络安全补救措施。此类补救措施可能包括但不限于：实施产品安全指引或安装**西门子**或其第三方许可方针对**产品**发布的从网络安全角度所需的更新、升级和补丁，以及实施**西门子**合理要求的任何进一步的产品安全和网络安全相关的行动。

6. Training, qualification, certification and training material 培训、资质、认证及培训材料

6.1. Training, qualification and certification 培训、资质与认证

Partner will employ and maintain personnel and resources with the technical expertise reasonably necessary to fulfill Partner's obligations under the Partner Agreement. Throughout Partner's participation in a Partner Program, Partner is responsible for ensuring that its employees have the qualifications and certifications required by the relevant Partner Policies. Parties may agree on training, qualification, and certification requirements and measures in the PTA.

合作伙伴应雇佣并维持具备履行本**合作伙伴协议**项下义务所需的具有技术专长的专业人员和资源。在**合作伙伴**参与**合作伙伴计划**期间，**合作伙伴**应负责确保其员工具备相关**合作伙伴政策**所要求的资质和认证。双方可以在**PTA**中约定培训、资质和认证的要求和措施。

6.2. Training programs and training material 培训项目与培训材料

6.2.1. **Training programs.** Training programs may be offered by Siemens online, at Siemens' offices, or at other locations designated by Siemens. Such training programs are subject to Siemens' standard training terms and conditions. Siemens may provide Partner access to online training materials solely to train its personnel. Partner has no right to use, copy, develop, change, prepare derivative works of, or sublicense such training materials except as expressly provided in the Partner Agreement. No other use of training materials is permitted unless explicitly agreed otherwise elsewhere in the Partner Agreement. Training materials are provided "as-is" and "as-available" without warranties or indemnities of any kind, including any implied warranty of merchantability or of fitness for any particular purpose.

培训项目。**西门子**可通过线上、**西门子**办公场所或**西门子**指定的其他地点提供培训项目。该等培训项目受**西门子**标准培训条款和条件的约束。**西门子**可允许**合作伙伴**仅用于培训其人员目的访问在线培训材料。除非**合作伙伴协议**明确规定，**合作伙伴**无权使用、复制、开发、更改、编制此类培训材料的衍生作品或进行分许可。除非**合作伙伴协议**其他部分另有明确约定，否则不允许对培训材料进行任何其他形式的使用。培训材料按“现状”和“现有状态”提供，不附带任何形式的保证或补偿，包括任何关于适销性或针对特定目的适用性的暗示保证。

6.2.2. **Training material.** Only if explicitly allowed in the Partner Program or with Siemens' prior written consent, Partner may change training materials for its internal business purposes. In such cases, Partner's right to change and personalize the training materials will be limited to allow Partner to

培训材料。仅在**合作伙伴计划**明确允许或经**西门子**书面同意的情况下，**合作伙伴**方可为内部业务目的更改培训材料。在这种情况下，**合作伙伴**修改和个性化培训材料的权利仅限于

- a. add its logos, trade names, and/or contact information to the modified training materials, 在修改后的培训材料中添加**合作伙伴**标识、商号和/或联系方式；
- b. translate or otherwise localize the training materials for more efficient or acceptable use, 为更有效或更易接受的使用通过翻译或以其他方式对培训材料进行本地化；
- c. truncate, rearrange, or combine parts or training materials with other methodologies, tools, or materials used by Partner.

截短、重新编排或将培训材料的部分内容与**合作伙伴**使用的其他方法、工具或材料相结合。

Partner agrees to indemnify, hold harmless, and defend Siemens and its Affiliates against all third party claims, damages, fines, and costs (including attorney's fees and expenses) relating in any way to Partner's provision of professional consulting, training, services in connection with Offerings.

合作伙伴同意，对于与**合作伙伴**提供专业咨询、培训及与**产品**相关的服务有任何关联的所有第三方索赔、损害、罚款和成本（包括律师费和支出），**合作伙伴**应补偿**西门子**及其**关联方**、使其免受损害并为其进行抗辩。

7. Purchase and usage of Siemens Offerings 西门子的采购与使用

7.1. Internal use of Offerings 产品的内部使用

Siemens may offer Partner limited, non-transferable access to Offerings for internal use such as training personnel, marketing demonstrations, and internal evaluation free of charge or for a fee.

西门子可免费或基于收费向**合作伙伴**提供有限的、不可转让的**产品**使用权限用于其内部使用，例如人员培训、营销演示及内部评估。

7.2. Applicable terms for Offerings 产品的适用条款

Unless agreed otherwise in the Execution Form or the applicable Program Exhibit, the purchase of Offerings, whether for Partner's internal use or for resale, and the respective usage is not governed by the Partner Agreement but will be subject to a separate Commercial Agreement.

除非**签署表**或适用的**计划附录**中另有约定，**产品**的采购（无论是针对**合作伙伴**的内部使用还是用于转售）及相应使用均不受本**合作伙伴协议**管辖，而应受单独的**商务协议**约束。

7.3. Commercial Agreement with an Authorized Party 与授权方的商务协议

To protect the Siemens brand from reputational damage (e.g. in case of counterfeit products), the Partner will procure Offerings for Resale in the scope of this Partner Agreement only from Siemens or an Authorized Party under a respective Commercial Agreement. The Partner will not purchase third party offerings that are counterfeit products of Offerings if the Partner knows or should have known of their counterfeit nature. Any violation against this Section is a material breach of this Partner Agreement. Siemens' audit rights set forth in the Section Compliance of these Partner Base Terms apply accordingly to this Section.

为保护**西门子**品牌免受声誉损害（例如在出现仿冒产品的情况下），**合作伙伴**仅应根据相应的**商务协议**从**西门子**或**授权方**采购本**合作伙伴协议**范围内的**供转售的产品**。若**合作伙伴**知道或应当知道其仿冒性质，则**合作伙伴**不得购买仿冒**产品**的第三方产品。任何违反本条的行为均构成对本**合作伙伴协议**的重大违约。**西门子**在本**合作伙伴基本条款**中的合规条款中规定的审计权利相应适用于本条款。

7.4. Discounts for Offerings 产品折扣

For the avoidance of doubt, the Partner Agreement itself does not entitle Partner to discounts for Siemens Offerings.

为免疑义，**合作伙伴协议**本身并未赋予**合作伙伴**享受**西门子产品**折扣的权利。

8. Data privacy, Siemens Partner System, Partner data 数据隐私、西门子合作伙伴系统、合作伙伴数据

8.1. Access to Siemens Partner System 访问西门子合作伙伴系统

Siemens will provide Partner access to Siemens Partner System. To access a Siemens Partner System or any Siemens system, each Partner employee with a need to access such systems may be required to

西门子将向合作伙伴提供访问西门子合作伙伴系统的权限。为访问西门子合作伙伴系统或任何西门子系统，每位需要访问此类系统的合作伙伴员工可能被要求：

- a. agree to the system's applicable terms of use and
同意该系统适用的使用条款；且
- b. obtain a personal webkey in a format defined by Siemens and assigned to a unique Partner email address.

以西门子确定的格式获得个人网页密钥并分配给专属的合作伙伴电子邮件地址。

All materials and information contained within the Siemens Partner System constitute Siemens' Confidential Information. Partner will not use any information accessed in the Siemens Partner System for purposes other than those described in the Partner Agreement.

西门子合作伙伴系统中的所有材料和信息均构成西门子保密信息。合作伙伴不得将从西门子合作伙伴系统中获得的任何信息用于合作伙伴协议所述目的之外的其他用途。

8.2. Required information 所需信息

Partner will promptly notify Siemens if and when

合作伙伴应在以下情况下及时通知西门子：

- a. a new employee requires a webkey,
新员工需要网页密钥；
- b. a Partner employee with a webkey is no longer employed by Partner or no longer requires a webkey, or
拥有网页密钥的合作伙伴员工不再受雇于合作伙伴或不再需要网页密钥；或
- c. Partner becomes aware that any of its employees have accessed or used any information within the Siemens Partner System for purposes other than those described in the Partner Agreement.
合作伙伴发现其任何员工为了本合作伙伴协议所述目的之外的其他用途访问或使用了西门子合作伙伴系统内的任何信息。

8.3. Partner data 合作伙伴数据

The data of Partner and its employees available via the Siemens Partner System ("Partner Data") will be processed in Siemens' partner databases. Such partner databases will only be accessible for entitled employees of Siemens and Siemens' Affiliates, consultants or IT providers. Siemens reserves the right to add, modify and revise the data entered in the Siemens Partner System, if reasonably required. Furthermore, Siemens will add to the Siemens Partner System personal data of selected Partner's employees (e.g. contact details, certification status, competencies and performed trainings). Parts of the company data entered into the Siemens Partner System may be published in a "Partner Finder" tool for the duration of the Partner Agreement. Partner herewith consents to such publication.

通过西门子合作伙伴系统获取的合作伙伴及其员工的数据（“合作伙伴数据”）将在西门子的合作伙伴数据库中进行处理。该等合作伙伴数据库将仅供西门子及其关联方的授权员工、顾问或IT供应商访问。如有合理需要，西门子保留对已录入西门子合作伙伴系统的数据进行添加、修改和修订的权利。此外，西门子将在西门子合作伙伴系统添加选定的合作伙伴员工的个人数据（如联系方式、认证状态、能力和已完成的培训）。在合作伙伴协议有效期内，录入西门子合作伙伴系统的部分公司数据可能会在“合作伙伴查询”（Partner Finder）工具中发布。合作伙伴特此同意此类发布。

8.4. Financing options 融资方案

For the assessment of financing options that may be offered to Partner, Siemens may share with Siemens Affiliates data in relation to the Partner obtained within the scope of the business relationship of the Parties.

为了评估可能提供给**合作伙伴**的融资方案，**西门子**可以与其**关联方**共享在双方业务关系范围内获取的与**合作伙伴**相关的数据。

8.5. Partner data administrator 合作伙伴数据管理员

If applicable in the relevant Partner Program, Partner will nominate one of its employees as the “Partner Data Administrator” in the Siemens Partner System. Partner Data Administrator will be granted necessary administration rights for the Siemens Partner System and is entitled to amend or add Partner Data. In case Partner data cannot be corrected, Partner Data Administrator will notify Siemens. Partner Data Administrator can create data entries for Partner branches and offices, provided they are part of the Partner legal entity of the Partner Agreement.

如在相关**合作伙伴**计划中适用，**合作伙伴**应在**西门子合作伙伴系统**中提名一名员工作为“**合作伙伴数据管理员**”。**合作伙伴数据管理员**将被授予**西门子合作伙伴系统**必要的管理权限，并有权修改或添加**合作伙伴数据**。若**合作伙伴数据**无法更正，**合作伙伴数据管理员**应通知**西门子**。**合作伙伴数据管理员**可以为**合作伙伴**的分支机构和办事处创建数据条目，前提是该等实体属于**合作伙伴协议**项下规定的**合作伙伴**法律实体的一部分。

8.6. Data privacy 数据隐私

Each Party will comply with applicable data privacy laws governing the protection of personal data in relation to their respective obligations under the Partner Agreement. Partner is responsible for fulfilling the legal prerequisites to enable Siemens and third parties to use personal data of relevant Partner’s employees as set out in the Partner Agreement without infringing any rights or laws. If Siemens is established within Brazil, the European Economic Area or the United Kingdom, the Joint Controller Agreement as available under the following link: <http://www.siemens.com/ptm-specific-partner-terms>, as amended from time to time, applies to the processing of personal data contained in Partner Data or other jointly managed data as described therein.

双方应遵守适用的关于保护个人数据的隐私法律，以履行其在**合作伙伴协议**项下的各自义务。**合作伙伴**有责任确保满足法律要求，以使**西门子**和第三方能够在不侵犯任何权利或法律的情况下根据**合作伙伴协议**的规定使用相关**合作伙伴**员工的个人数据。若**西门子**设立在巴西、欧洲经济区或英国，则不时修订的、可通过以下链接获得的《**共同控制者协议**》适用于对**合作伙伴数据**中所含个人数据或其中所述的其他共同管理数据的处理：<http://www.siemens.com/ptm-specific-partner-terms>。

9. Data Sharing 数据共享

If applicable to the Partner Program, the Parties will share relevant data related to the partnership for the benefit of improving the distribution of Offerings for Resale under the following conditions and as further described in the Partner Policies.

如适用**合作伙伴**计划，则**双方**将根据以下条件和**合作伙伴政策**中的进一步描述，共享有关**合作伙伴**关系的相关数据，以利于改进**供转售的产品**的分销情况。

9.1. Definitions for Data Sharing 数据共享定义

a. “**Distribution Data**” means data shared via Siemens Partner System by Partner with Siemens that is related to the partnership, especially in relation to the distribution of Offerings via partners, such as information about the Customer, the relevant sales region and verticals, relevant Offerings and their availability via Partner, Siemens part numbers, actual stock and inventory information about Offerings. For the avoidance of doubt, Partner will not share any information on its resale prices with Siemens.

“**分销数据**”指**合作伙伴**通过**西门子合作伙伴系统**与**西门子**共享的与**合作伙伴**关系相关的数据，特别是与通过**合作伙伴**分销**产品**相关的数据，例如关于**客户**的信息、相关销售区域和垂直行业的信息、相关**产品**及其通过**合作伙伴**的可获取性的信息、**西门子**零件号、实际库存及**产品**的盘点信息。为免疑义，**合作伙伴**不会与**西门子**共享任何关于其转售价格的信息。

- b. **“Data Insights”** means data provided by Siemens based on Siemens’ enriched analysis of the Partner Distribution Data and other data available to Siemens, including information about potential cross-selling opportunities and proposals to the Partner for next best actions.
“数据洞察”指西门子基于对合作伙伴分销数据及西门子可获得的其他数据进行富集分析后而提供的数据，包括潜在交叉销售机会的信息及向合作伙伴提出的下一步最佳行动建议。
- c. **“Shared Data”** means data exchanged between the Parties in relation to the partnership, especially Distribution Data and Data Insights.
“共享数据”指双方之间交换的与合作伙伴关系相关的数据，特别是分销数据和数据洞察。
- d. **“Data Sharing”** means the exchange of Shared Data between the Parties for the Purpose.
“数据共享”指双方为目的（如下定义）而进行的共享数据的交换。

9.2. Purpose and benefits of Data Sharing 数据共享的目的与益处

9.2.1. **Purpose of Data Sharing.** The purpose of Data Sharing (“Purpose”) is to improve the distribution of Offerings by e.g.

数据共享的目的。数据共享的目的（“目的”）是通过以下方式改善产品的分销，例如：

- a. enabling Partner to better serve its Customers and to increase its sales performance, e.g. by improving its resource management, based on Data Insights and reflect availability of Offerings at Partner;
使合作伙伴能够更好地服务其客户并提高其销售业绩，例如基于数据洞察优化其资源管理，并反映在合作伙伴处的产品的可供应情况；
- b. optimizing the distribution of Offerings based on the analysis of the Distribution Data, e.g. improving the Offerings and the support by Siemens;
基于对分销数据的分析优化产品的分销，例如改进产品以及西门子的支持；
- c. enabling Siemens to verify Partner’s adherence to the Partner Agreement and the Commercial Agreement;
使西门子能够核实合作伙伴对合作伙伴协议及商务协议的遵守情况；
- d. enabling Siemens to provide applicable warranty or support to Customers and to verify their entitlement; and
使西门子能够向客户提供适用的保证或支持，并核实其应享权利；以及
- e. optimizing other aspects of the partnership.
优化合作伙伴关系的其他方面。

9.2.2. **Benefits of Data Sharing.** In addition to Data Insights, Siemens may provide to Partner other benefits as specified in the Partner Agreement or the Partner Policies.

数据共享的益处。除数据洞察外，西门子还可向合作伙伴提供合作伙伴协议或合作伙伴政策中规定的其他利益。

9.3. Rights on Distribution Data 对分销数据的权利

Partner grants to Siemens all rights to use the Distribution Data within the Purpose as described above, including its sharing with Affiliates.

合作伙伴授予西门子在上述目的范围内使用分销数据的所有权利，包括将其与关联方共享。

9.4. Quality of Shared Data 共享数据的质量

Each Party confirms it has the necessary authorizations to the Shared Data, including that Partner is permitted to share such Shared Data under the applicable agreements with its Customers. The Parties will make reasonable efforts that all Shared Data is accurate, complete, and up to date. They will promptly notify each other of any discovered inaccuracies and provide correct Shared Data.

每一方确认其拥有共享数据所需的授权，包括合作伙伴根据其与客户适用的协议可被允许分享共享数据。双方应尽合理努力确保所有共享数据准确、完整且为最新数据。若发现任何不准确之处，双方应及时通知对方并提供正确的共享数据。

10. Intellectual Property, Siemens Partner Emblem, Partner trademarks, indemnification 知识产权、西门子合作伙伴标识、合作伙伴商标、补偿

10.1. Intellectual Property 知识产权

Each Party will retain all rights in any Intellectual Property or any other proprietary material or information that it owned or developed before the Effective Date or acquired or developed thereafter, without reference to or use of the Confidential Information of the other Party. The Intellectual Property of each Party is subject to the confidentiality obligations set forth in the Partner Agreement. Except as otherwise expressly provided in the Partner Agreement, neither Party grants the other Party any license to its Intellectual Property.

每一方均应保留其在生效日期之前拥有或开发的，或在此后在未引用或未使用另一方保密信息的情况下获得或开发的任何知识产权或任何其他专有材料和信息的所有权利。每一方的知识产权均受本合作伙伴协议规定的保密义务的约束。除非合作伙伴协议另有明确规定，任一方均不向另一方授予其知识产权的任何许可。

10.2. Siemens Partner Emblem 西门子合作伙伴标识

From the Effective Date Partner has the right to use the Partner Emblem granted to it under the Execution Form and the SIEMENS trademark under the conditions specified in the Siemens Partner Emblem Terms, as available under the following link: <http://www.siemens.com/ptm-specific-partner-terms>. This Section will replace any existing rights to use a Partner Emblem, comparable logos, partner emblems or trademarks of Siemens or any legal entity that, directly or indirectly is controlled by Siemens, controls Siemens or is controlled by a legal entity that directly or indirectly controls Siemens ("Siemens Affiliate") or the mark "SIEMENS" if not expressly stated otherwise herein.

自生效日期起，合作伙伴有权根据签署表授予其的权利，在西门子合作伙伴标识条款（见以下链接：<http://www.siemens.com/ptm-specific-partner-terms>）规定的条件下使用合作伙伴标识以及“SIEMENS”商标。除非本合作伙伴基本条款另有明确规定，本条将取代任何现有的使用西门子或任何西门子关联方（指直接或间接控制西门子、受西门子控制或与西门子共同受控于某一法律实体的法律实体）的合作伙伴标识、类似徽标、合作伙伴标识或商标，或“SIEMENS”标志的权利。

10.3. Partner trademarks 合作伙伴商标

Partner grants to Siemens a non-transferable, non-exclusive, royalty-free, limited license to use Partner's trademarks, trade names, or logos for the term of the Partner Agreement and only to the extent reasonably necessary for the purposes described in this Section. Siemens recognizes the value of the goodwill associated with Partner's trademarks and that such goodwill belongs to Partner. Upon termination or expiration of the Partner Agreement, Siemens will discontinue the use of trademarks owned or controlled by Partner upon request. Siemens sales and product documentation that reference Partner and its Trademarks will be reasonably phased-out. Siemens will provide reasonable assistance to the Partner to assist Partner in the protection of Partner's trademarks to the extent used by Siemens.

合作伙伴授予西门子一项不可转让、非独占的、免许可费的、有限的许可，允许其在合作伙伴协议期限内，且仅在为本条所述目的所合理必需的范围内使用合作伙伴的商标、商号或标志。西门子认可与合作伙伴商标关联的商誉价值，且该商誉属于合作伙伴。在合作伙伴协议终止或届满时，西门子应根据合作伙伴要求停止使用合作伙伴拥有或控制的商标。西门子引用合作伙伴及其商标的销售和产品文档应在合理期限内逐步退出使用。西门子将向合作伙伴提供合理的协助，以保护西门子所使用的合作伙伴商标。

10.4. Third party claims 第三方索赔

- a. The Partner will inform Siemens without undue delay in the event a third party, directly or indirectly, raises a claim against Siemens. The Partner will not acknowledge such claims by third parties. The Partner will assist Siemens in defending such claims, including but not limited to claims arising in a lawsuit, and will act only according to the written instructions of Siemens. Siemens will reimburse the Partner for actual reasonable expenses incurred in such defense.

若第三方直接或间接地对西门子提出索赔，合作伙伴应不迟延地通知西门子。合作伙伴不得承认此类第三方索赔。合作伙伴应协助西门子对此类索赔进行抗辩（包括但不限于诉讼中的索赔），并应仅根据西门子的书面指示行事。西门子应补偿合作伙伴因该等抗辩而产生的实际合理支出。

- b. If a third party, based on an alleged infringement of its industrial property rights or copyrights by Offerings used in conformity with the applicable conditions, asserts legitimate claims against the Partner, and Partner has procured the Offerings from Siemens under a respective Commercial

Agreement, Siemens will be liable to the Partner in accordance with the relevant provisions of the applicable Commercial Agreement.

若第三方基于其符合适用条件使用的产品侵犯其工业产权或著作权而向合作伙伴提出合法索赔，且合作伙伴是根据相应的商务协议从西门子处采购该产品的，则西门子应根据适用的商务协议的相关规定对合作伙伴承担责任。

- c. If issues arise beyond those mentioned in Section (b) above, Siemens and Partner will negotiate in good faith to reach an amicable settlement agreement, considering their mutual interests.

如出现上述(b)项以外的问题，西门子和合作伙伴应秉持诚信原则进行谈判，在考虑双方共同利益的基础上达成友好和解协议。

10.5. Indemnification 补偿

Partner will indemnify and defend, at its expense, any action brought against Siemens to the extent that it is based on a claim that any Intellectual Property provided by Partner infringes any copyright, any trade secret, or a patent or trademark of a third party provided that Siemens gives Partner

对于针对西门子提起的、基于合作伙伴提供的任何知识产权侵犯了第三方的任何著作权、商业秘密、专利或商标的索赔而产生的任何诉讼，合作伙伴应自费进行抗辩并补偿西门子，前提是西门子：

- a. written notice of the claim without undue delay and
不迟延地向合作伙伴发出关于该索赔的书面通知；且
- b. all requested information and reasonable assistance related to the claim.
提供与该索赔相关的所有要求的信息和合理协助。

Siemens will not acknowledge such claims of the third party without Partner's consent.

未经合作伙伴同意，西门子不得承认此类第三方索赔。

11. Compliance 合规

11.1. General compliance 一般合规

Both Parties are committed to responsible business conduct and together achieve commercial success through legal, ethically responsible, and dependable actions. Each Party will comply with applicable laws and regulations under or in relation to the Partner Agreement, including, without limitation, those relating to anti-corruption, antitrust, anti-money laundering, fraudulent behavior, human rights, data privacy, and trade compliance/export control. Any violation by a Party to the foregoing part of this Section about General Compliance will be considered a material breach. Each Party agrees to maintain an adequate and effective compliance management system to ensure compliance with applicable laws and regulations. Information about Siemens Compliance System can be found here:

<https://www.siemens.com/global/en/company/about/compliance.html>.

双方均致力于负责任的商业行为，并通过合法、符合伦理道德、可靠的行为共同获得商业成功。每一方均应遵守与本合作伙伴协议相关或在其项下的适用法律法规，包括但不限于关于反腐败、反垄断、反洗钱、欺诈行为、人权、数据隐私以及贸易合规/出口管制的法律法规。任一方违反本条关于一般合规的前述部分均应被视为重大违约。每一方同意维持一套充分且有效的合规管理体系，以确保遵守适用法律法规。关于西门子合规体系的信息可见 <https://www.siemens.com/global/en/company/about/compliance.html>。

11.2. Books and records 账簿和记录

Each Party will keep and maintain accurate and reasonably detailed books and financial records, in connection with their activities contemplated in the Partner Agreement. Any costs, fees or expenses will be

针对每一方在本合作伙伴协议项下的活动，每一方均应维持准确且合理详尽的账簿和财务记录。任何成本、费用或支出均应：

- a. recorded in a timely manner,
及时记录；
- b. accurately described in the books and records in sufficient detail (categorizations such as "other", "miscellaneous" or "various" are not permissible) and in a manner which reflects their true nature, and

在账簿和记录中详尽、准确地描述（不允许使用“其他”、“杂项”或“各种”等分类），并以反映其真实性质的方式记录；且

- c. will not be paid in cash.
不得以现金形式支付。

Detailed supporting documents will be retained by each Party.

每一方应保留详细的支持性文件。

11.3. Audit 审计

If Siemens believes in good faith and based on credible information that any of the provisions of this Section about Compliance have been breached or is about to be breached by the Partner, it has the right to audit the Partner's compliance with these provisions, in connection with their activities contemplated in the Partner Agreement. Upon request by the Partner or at the discretion of Siemens, Siemens will select an independent party to conduct the audit, particularly if the audit covers documents containing competitively sensitive information (e.g., resale prices). Partner will fully cooperate in any audit conducted by or on behalf of Siemens.

如西门子基于诚信原则并依据可靠信息认为合作伙伴已违反或即将违反本合规条款的任何规定，则西门子有权对合作伙伴履行合作伙伴协议项下活动时对合规条款的遵守情况进行审计。应合作伙伴要求，或由西门子自行决定，西门子将选择一个独立第三方进行审计，特别是在审计涉及包含竞争性敏感信息的文件（例如转售价）时。合作伙伴应充分配合由西门子或代表西门子进行的任何审计。

12. Confidentiality 保密

12.1. Non-disclosure of Confidential Information 不披露保密信息

The receiving Party will

接收方应：

- a. not disclose Confidential Information, except (a) on a need-to-know basis to its Affiliates', employees, consultants, contractors, and financial, tax and legal advisors that are bound by confidentiality obligations and use restrictions at least as restrictive as those in the Partner Agreement, or (b) as authorized by the Partner Agreement or otherwise by the disclosing Party;
不披露保密信息，除非：(a) 根据“需要知道”原则披露给其关联方、员工、顾问、承包商以及财务、税务和法律顾问，前述人员或实体应受至少与本合作伙伴协议同样严格的保密义务和使用限制的约束，或 (b) 经合作伙伴协议授权或经披露方另行授权；
- b. use Confidential Information only as required to exercise or enforce rights or perform obligations under the Partner Agreement, and
仅在根据合作伙伴协议行使、执行权利或履行义务所需时使用保密信息；并且
- c. use reasonable care to protect against unauthorized use and disclosure of the disclosing Party's Confidential Information. The receiving Party will be liable for compliance with this Section about Confidentiality by each of its recipients.

采取合理注意义务防止未经授权的使用和披露披露方的保密信息。接收方应对其每一位接收人员遵守本保密条款的情况承担责任。

12.2. Exclusions 排除情形

The obligations in this Section about Confidentiality will not apply to any Confidential Information that 本保密条款项下的义务不适用于以下情形：

- a. is or becomes generally available to the public other than as a result of disclosure by the receiving party in violation of the Partner Agreement,
保密信息并非因接收方违反本合作伙伴协议披露而为公众所普遍知悉；
- b. becomes available to the receiving party from a source other than the disclosing party, provided that the receiving party has no reason to believe that such source is itself bound by a legal, contractual, or fiduciary obligation of confidentiality,
保密信息由接收方从披露方以外的来源获得，前提是接收方没有理由相信该来源本身受到法律、合同或受托的保密义务约束；

- c. was in the receiving Party's possession without an obligation of confidentiality before receipt from the disclosing party,
在从披露方收到之前，**保密信息**已为接收方持有且接收方对此并不承担保密义务；
- d. is independently developed by the receiving party without the use of, or reference to, the disclosing party's Confidential Information, or
保密信息系由接收方在未使用或未参考披露方**保密信息**的情况下独立开发；或
- e. is required to be disclosed by a government authority or law, so long as the receiving party promptly provides the disclosing party with written notice of the required disclosure, to the extent such notice is permitted by law, and cooperates with the disclosing party to limit the scope of such disclosure.
保密信息被根据政府机关要求或法律要求予以披露，前提是接收方在法律允许的范围内及时向披露方发出关于要求披露的书面通知，并配合披露方限制此类披露的范围。

13. Term & termination 期限与终止

13.1. Term 期限

The Partner Agreement will continue in full force and effect for an initial period of one year from the date of its acceptance by both Parties. Thereafter, the Partner Agreement will renew automatically for successive one-year terms. Either Party may terminate the Partner Agreement in accordance with the terms and conditions of the Partner Agreement.

合作伙伴协议自双方接受之日起生效，初始期限为一年。此后，**合作伙伴协议**应自动续展，每次续展一年。任一方均可根据**合作伙伴协议**的条款和条件终止**合作伙伴协议**。

13.2. Termination rights 终止权

- 13.2.1. **Termination for convenience.** If not agreed otherwise, either Party may terminate the Partner Agreement by September 30th provided it gives at least 3 months prior written notice to the other Party.

便利终止。除非另有约定，任一方均可在通过至少提前三个月向另一方发出书面通知的方式在每年的9月30日终止本**合作伙伴协议**。

- 13.2.2. **Termination for breach.** Either Party may terminate the Partner Agreement with immediate effect if the other Party is in material breach of the Partner Agreement or fails to observe or perform its obligations under the Partner Agreement and the breach or failure remains uncured for a period of 30 days from receipt of notice from the other Party.

违约终止。若一方严重违反**合作伙伴协议**或未能遵守或履行其在**合作伙伴协议**项下的义务，并且在收到另一方通知后30天内仍未能纠正该违约或不履行行为，则另一方可立即终止本**合作伙伴协议**。

- 13.2.3. **Termination for insolvency.** Unless prevented by applicable insolvency laws, either Party may terminate the Partner Agreement or any Program Exhibit upon written notice to the other Party if the other Party

破产终止。除非适用的破产法律禁止，若一方出现以下情况，另一方可通过书面通知的方式终止**合作伙伴协议**或任何计划附录：

- a. becomes insolvent,
资不抵债；
- b. makes a general assignment for the benefit of creditors,
为债权人利益进行一般转让；
- c. files or has filed against it a petition in bankruptcy, for reorganization or similar arrangement, or for a receiver, trustee, or similar representative for either Party's property or assets or any part thereof, or
申请或被他人申请破产、重组或类似安排，或为其财产或资产的全部或任何部分指定接管人、受托人或类似代表；或
- d. files or has filed against it any other proceedings under applicable insolvency law.
提起或被他人提起适用破产法项下的任何其他程序。

- 13.2.4. **Termination for change of control.** If a third Party acquires all or substantially all of Partner's assets or 50% or more of the voting power of Partner's capital stock, Partner will notify Siemens in writing and,

if Siemens determines in good faith that there is a reasonable likelihood of a significant competitive threat to Siemens or uncertainty as to Partner's continued ability to perform its obligations under the Partner Agreement, Siemens may terminate the Partner Agreement immediately upon written notice to Partner.

控制权变更终止。若第三方收购了**合作伙伴**全部或实质上全部资产，或获得了**合作伙伴** 50%或以上的有表决权的股份，**合作伙伴**应书面通知**西门子**。若**西门子**本着诚信原则认定存在重大竞争威胁的合理可能性，或**合作伙伴**继续履行其在本**合作伙伴协议**项下义务的能力存在不确定性，则**西门子**可通过书面通知**合作伙伴**的方式立即终止**合作伙伴协议**。

13.3. Effect of notice of termination 终止通知的效果

- a. Upon the effective date of termination or expiration of the Partner Agreement, Partner will 在本**合作伙伴协议**终止或届满的生效日，**合作伙伴**应：
- cease to represent itself as a Partner of Siemens, and 停止自称为**西门子**的**合作伙伴**，且
 - cease using Offerings and services provided to Partner under the Partner Agreement. 停止使用根据**合作伙伴协议**提供给**合作伙伴**的产品和服务。
- b. Partner will promptly, but in no event later than 15 days following the effective date of termination, deliver to Siemens all copies of any software and documentation, including summaries, abstracts, updates or changes thereof, and any other Confidential Information or proprietary information of Siemens in the possession of Partner. **合作伙伴**应及时（但在任何情况下不得晚于终止生效后 15 天）向**西门子**交付其持有的所有软件和文档副本（包括其摘要、摘录、更新或变更）以及**西门子**的任何其他**保密信息**或专有信息。
- c. Termination does not relieve either Party of 终止并不免除任何一方
- its payment obligations under the Partner Agreement; 在本**合作伙伴协议**项下的支付义务；
 - any liability incurred by either Party prior to the effective date of termination. 任何一方在终止生效日前产生的任何责任。
- d. Neither Party will have any claim against the other based on termination by the other Party, or as compensation for efforts of a Party during the term of the Partner Agreement which resulted in benefits of the other Party after its termination, unless required by mandatory applicable law. 除非适用法律强制要求，任何一方均不得基于另一方终止协议而向其提出任何索赔，也不得就一方在**合作伙伴协议**有效期内的努力使另一方在终止后获得的利益而要求补偿。

14. Limitation of liability 责任限制

14.1. Entire and aggregate liability 全部和累计责任

The entire aggregate liability of each Party under the Partner Agreement is limited to the amounts paid or owed to that Party by the other Party under the Partner Agreement (if any) as compensation for its efforts in support of the partnership during the 12-month period immediately preceding the first event, giving rise to the claim. Siemens will only be liable for Offerings if procured by the Partner directly from Siemens and in accordance with the respective Commercial Agreement.

每一方在本**合作伙伴协议**项下的全部累计责任，以在引起索赔的首个事件发生前 12 个月内，另一方根据本**合作伙伴协议**就支持**合作伙伴**关系的努力而向该方支付或欠付的金额（如有）为限。**西门子**仅对**合作伙伴**根据相应**商务协议**直接从**西门子**采购的产品承担责任。

14.2. Exclusions 责任排除

Even if foreseeable, neither Party will be liable for:

即便可以预见，任一方均不对以下情况承担责任：

- a. any indirect, incidental, consequential, special, exemplary, or punitive damages; 任何间接、附带、后果性、特殊、惩戒性或惩罚性损害赔偿；

- b. loss of production;
生产损失;
- c. interruption of operations;
运营中断;
- d. loss of use;
使用损失;
- e. loss or corruption of data;
数据的丢失或损坏;
- f. contractual claims of third parties;
第三方的合同索赔;
- g. loss of revenue, profits, capital and interest, or anticipated savings.
收入、利润、资本和利息损失或预期节省的收益损失。

14.3. Non-applicability of limitations and exclusions 责任限制和排除的例外

The limitations and exclusions set out in this Section do not apply to either Party's
本条中规定的责任限制和排除情形不适用于任何一方

- a. breach of its payment obligations, license terms, or use restrictions,
违反其支付义务、许可条款或使用限制,
- b. intent, gross negligence, fraudulent misrepresentation, willful misconduct,
故意、重大过失、欺诈性误导、蓄意不当行为,
- c. personal injury or death,
人身伤害或死亡,
- d. indemnification obligations under the Partner Agreement,
合作伙伴协议项下规定的补偿义务,
- e. breach of its obligations or representations and warranties under the Partner Agreement regarding confidentiality, foreign trade compliance, compliance with laws, or data privacy, or
违反其在合作伙伴协议项下关于保密、对外贸易合规、法律合规或数据隐私的义务或陈述与保证, 或
- f. the misuse or misappropriation of intellectual property rights.
滥用或侵占知识产权。

14.4. Consideration of applicable law 适用法律的考量

Furthermore, the limitations and exclusions set out in this Section do not apply to the extent that liability cannot be limited or excluded according to applicable law.

此外, 本条规定的责任限制和排除情形在根据适用法律不能限制或排除责任的范围内不予适用。

14.5. Scope of limitations and exclusions 责任限制和排除情形的范围

The foregoing limitations and exclusions apply

上述责任限制和排除情形适用于:

- a. to the benefit of each Party and its Affiliates, and their respective officers, directors, employees, licensors, subcontractors, and representatives, and
每一方及其关联方, 以及其各自的高管、董事、员工、许可方、分包商和代表, 且
- b. regardless of the form of action, whether based in contract, statute, tort (including negligence), or otherwise.
无论采取何种法律行动, 无论是基于合同、法律规定、侵权(包括过失)还是其他。

14.6. Time limitation of claims 索赔时效

Neither Party will be liable for any claim in connection with the Partner Agreement if such claim is brought more than two years after the first event giving rise to the claim has been or should have been discovered by the Party making the claim.

若索赔是在引起索赔的首个事件被提出索赔的一方发现或应当发现之日起两年后提出的，则任何一方均不对与本合作伙伴协议相关的任何索赔承担责任。

15. Foreign trade 对外贸易

15.1. Definitions 定义

15.1.1. **Foreign trade regulations:** All applicable sanctions, embargoes, and (re-)export control regulations and in any event those of the European Union, the United States of America and any locally applicable jurisdiction.

对外贸易法规: 所有适用的制裁、禁运以及（再）出口管制法规，且在任何情况下均包括欧盟、美国及任何当地适用司法管辖区的法规。

15.1.2. **Restricted licenses and rights:** All intellectual property rights and trade secrets (including any related material or information) transferred or licensed by Siemens to Partner which relate to goods and technology subject to export restrictions as specified in the respective annexes to Council Regulation (EU) No 833/2014 or Council Regulation (EC) No 765/2006.

受限许可和权利: 西门子向合作伙伴转让或许可的所有知识产权和商业秘密（包括任何相关材料或信息），且这些权利涉及欧盟理事会第 833/2014 号条例或第 765/2006 号条例相应附件中规定的受出口限制的货物和技术。

15.2. Foreign trade compliance 对外贸易合规

Partner will comply with Foreign Trade Regulations regarding all Offerings and intellectual property rights and trade secrets subject to the Partner Agreement.

合作伙伴应就本合作伙伴协议项下的所有产品以及知识产权和商业秘密遵守**对外贸易法规**。

15.3. Export checks for Offerings 产品的出口检查

Before Partner performs any transaction with a third party concerning the Offerings, it will ensure that: 在合作伙伴与第三方进行任何涉及产品的交易之前，合作伙伴应确保：

- a. Partner's use, transfer, or distribution of Offerings will not violate or circumvent any Foreign Trade Regulations;
合作伙伴对产品的使用、转让或分销不会违反或规避任何**对外贸易法规**；
- b. Offerings are not intended for prohibited or unauthorized non-civilian purposes (e.g. armaments, nuclear technology or other defense and military use); and
产品不会被用于禁止的或未经授权的非民用目的（如军备、核技术或其他国防和军事用途）；以及
- c. Partner checked all parties involved in the transaction against restricted party lists issued under the Foreign Trade Regulations.
合作伙伴已依据**对外贸易法规**发布的限制方名单核查了交易涉及的所有各方。

15.4. No (re-)Export to Russia or Belarus 禁止向俄罗斯或白俄罗斯（再）出口

Partner will:

合作伙伴应：

- a. not sell, export or re-export, directly or indirectly (e.g., via Eurasian Economic Union (EAEU) countries)), any D Offerings to or for use in Russia or Belarus;
不得直接或间接（例如通过欧亚经济联盟国家）向俄罗斯或白俄罗斯出售、出口或再出口任何**产品**，或供其使用；
- b. undertake its best efforts to ensure that the purpose of this (re-)export prohibition is not frustrated by any third party;
尽最大努力确保此（再）出口禁令的目的不被任何第三方影响；

- c. maintain an adequate monitoring mechanism to detect conduct by any third party that would frustrate the purpose of this (re)-export prohibition; and
维持充分的监测机制，以发现任何第三方影响此（再）出口禁令目的的行为；以及
- d. not utilize Restricted Licenses and Rights for sale, supply, service, manufacturing, transfer or export, directly or indirectly, to Russia or Belarus or for use in Russia or Belarus and will contractually impose these obligations on its sublicensees.
不得直接或间接利用受限许可与权利向俄罗斯或白俄罗斯进行销售、供应、服务、制造、转让或出口，或供其使用，并应在合同中要求其分许可方承担该等义务。

15.5. Digital Offerings 数字产品

Partner will:

合作伙伴应：

- a. not download, install, access, or use software, or cloud services from or in any location prohibited by or subject to comprehensive sanctions according to the Foreign Trade Regulations;
不得在**对外贸易法规**禁止或受其全面制裁的任何地点下载、安装、访问或使用软件或基于云的服务；
- b. not grant access to, transfer, (re-)export (including any “deemed (re-)exports”), or make available software, or cloud services to any entity or person identified on a restricted party list issued under the Foreign Trade Regulations or owned or controlled by a restricted party;
不得向任何被列入**对外贸易法规**发布的限制方名单上的任何实体或个人，或由限制方拥有或控制的实体或个人提供访问权限、转让、（再）出口（包括任何“视同（再）出口”）或提供软件或基于云的服务；
- c. use software, or cloud services exclusively for purposes permitted by the Foreign Trade Regulations (e.g., no use in connection with armaments, nuclear technology, or weapons);
仅将软件或基于云的服务用于**对外贸易法规**允许的目的（例如，不得用于军备、核技术或武器相关用途）；
- d. upload to the cloud services platform only non-controlled content (e.g., in the EU: AL = N; in the U.S.: ECCN = N or EAR99);
仅向基于云的服务的平台上传非受控内容（例如，在欧盟为 AL=N，在美国为 ECCN=N 或 EAR99）；
- e. facilitate any of these activities by any user;
促成任何用户进行任何前述活动；
- f. be responsible for the use of software or cloud services by its users;
对其用户使用软件或基于云的服务的行为负责；
- g. provide its users with information necessary to ensure compliance with the Foreign Trade Regulations; and
向其用户提供确保遵守**对外贸易法规**所必需的信息；以及
- h. terminate any user’s access to the software or cloud services when becoming aware of any breach by such user of Foreign Trade Regulations.
在获悉任何用户违反**对外贸易法规**时，终止该等用户对软件或基于云的服务的访问。

Siemens may limit, suspend or terminate access to the Offerings by Partner or Partner’s users if required by Foreign Trade Regulations.

若**对外贸易法规**要求，西门子可以限制、暂停或终止**合作伙伴**及其用户对**产品**的访问。

15.6. Semiconductor development 半导体开发

Partner will not, without Siemens’ prior written consent, use Offerings to develop or produce integrated circuits at any advanced semiconductor fabrication facility located in the Peoples Republic of China and further restricted locations meeting the criteria specified in the U.S. Export Administration Regulations, 15 C.F.R. 744.23.

如**合作伙伴**拟在中国和美国《出口管制条例》(15 C.F.R. 744.23) 规定的进一步受限地点的先进半导体制造设施中使用**产品**开发或生产集成电路，需事先取得**西门子**的书面同意。

15.7. Required information 所需信息

15.7.1. Information obligation of partner. Partner will promptly:

合作伙伴的信息义务。合作伙伴应及时：

- a. inform Siemens about any problems in applying the Section “No Re-Export to Russia and Belarus”; and
向西门子通报在执行“禁止向俄罗斯和白俄罗斯再出口”条款时遇到的任何问题；并且
- b. provide upon Siemens’ request information about
按照西门子的要求提供以下信息：
 - users, the intended use, the location of use;
用户、预期用途、使用地点；
 - the final destination of the Offerings; and
产品的最终目的地；以及
 - its own as well as its users’ compliance with this Section on Foreign Trade.
合作伙伴及其用户对本对外贸易条款的遵守情况。

15.7.2. Defense-related information, requirement of special data handling. If the information is defense-related or requires special data handling, Partner will notify Siemens in advance and use the disclosure methods Siemens specifies.

国防相关信息及特殊数据处理要求。如上述信息与国防相关或需要特殊数据处理，合作伙伴须提前通知西门子，并使用西门子指定的披露方式。

15.8. Reservation and suspension 保留条款和暂停

15.8.1. Reservation. Siemens will not have to fulfil any Order if prevented by:

保留条款。如发生以下情况导致无法继续履行，西门子不再承担履行任何订单的义务：

- a. impediments arising out of national or international foreign trade issues;
因国内或国际外贸问题引发的阻碍；
- b. impediments arising out of customs requirements; or
因海关要求引发的阻碍；或
- c. any Foreign Trade Regulations.
因任何对外贸易法规。

15.8.2. Suspension. Siemens may limit or suspend access to the Offerings by Customer or Customer’s users if required by Foreign Trade Regulations.

暂停。若对外贸易法规要求，西门子可以限制或暂停客户或客户用户对产品的访问或使用。

15.9. Breach of export regulations 违反出口法规

Any violation by Partner of this Section on Foreign Trade is a material breach of the Agreement.

合作伙伴违反本对外贸易条款的任何行为均构成对合作伙伴协议的实质性违约。

16. General 一般条款

16.1. Independent contractor 独立缔约方

The relationship established by the Partner Agreement is that of independent contractors, and nothing in the Partner Agreement will be deemed to create an agency, partnership, employment, or joint venture relationship. Neither Party will have the right, power, or authority to act or create any obligation, express or implied, on behalf of the other Party. Partner is fully responsible for its performance under the Partner Agreement, and all financial obligations associated with Partner’s business are Partner’s sole responsibility.

合作伙伴协议建立的是独立缔约方之间的关系，合作伙伴协议中的任何内容均不应被视为构成代理、合伙、雇佣或合资关系。任何一方均无权代表另一方行事或设定任何明示或暗示的义务。合作伙伴对其在合作伙伴协议项下的履行负全部责任，且与合作伙伴业务相关的所有财务义务均由合作伙伴自行负责。

16.2. Other Partner Programs 其他合作伙伴计划

Partner confirms that it has informed Siemens about any existing partnerships or participation in partner programs run by Siemens' competitors in the scope of the respective Partner Program before the Effective Date. The Partner will immediately inform Siemens in writing of any changes in this regard.

合作伙伴确认，其已在生效日期之前，就合作伙伴在其相应的合作伙伴计划范围内与西门子竞争对手运营的现有合作关系或参与的合作伙伴计划告知西门子。合作伙伴应立即将这方面的任何变化书面形式通知西门子。

16.3. Feedback 反馈

If Partner provides any ideas regarding Offerings, including suggestions for changes or enhancements, (collectively "Feedback"), Partner agrees that such Feedback may be used by Siemens without condition or restriction.

若合作伙伴提供了关于产品的任何想法，包括关于变更或改进的建议（合称“反馈”），合作伙伴同意西门子可以无条件且不受限制地使用此类反馈。

16.4. No representation 无代表权

The Partner Agreement does not confer to the Partner any right or authority to obligate Siemens to accept any orders. The Partner is not entitled to enter into sales or other contracts with third parties on behalf of Siemens without the prior written consent of Siemens. Except as expressly authorized by Siemens in writing, the Partner will not make any representations or warranties on behalf of Siemens nor act in a way which will incur any liabilities on behalf of Siemens.

合作伙伴协议并未赋予合作伙伴强制西门子接受任何订单的任何权利或授权。未经西门子事先书面同意，合作伙伴无权代表西门子与第三方订立销售或其他合同。除经西门子书面明确授权外，合作伙伴不得代表西门子作出任何陈述或保证，也不得以任何会导致西门子承担任何责任的方式行事。

16.5. Notices 通知

Communications under the Partner Agreement will be effective if provided in writing. "In writing" includes e-mail, unless otherwise stated. Siemens may provide notices via Siemens Partner Systems. Notices regarding disputes, claims, default, termination, or extension must be sent by letter to the individuals and/or address specified in the Execution Form. Either Party may update their contact information for such notices by advance written notice to the other Party.

合作伙伴协议下的沟通须以书面形式方能产生效力。“书面形式”包括电子邮件，除非另有说明。西门子可通过西门子合作伙伴系统发送通知。涉及争议、索赔、违约、终止或延长的通知必须以信函形式发送至签署表中指定的个人和/或地址。任一方可通过事先书面通知另一方的方式更新为此类通知目的的联系信息。

16.6. Force Majeure 不可抗力

Neither Party will be liable for delay or failure to perform any of its obligations under the Partner Agreement (except with respect to any payment obligations) due to any cause beyond its reasonable control. The delayed Party will promptly notify the other Party of any such event.

任何一方均不对因超出其合理控制范围的原因导致延迟或未能履行其在本合作伙伴协议项下的任何义务（支付义务除外）承担责任。受阻碍方应及时通知另一方此类事件。

16.7. Assignment 转让

Neither Party may, in whole or in part, assign, subcontract, sublicense, or otherwise transfer, by operation of law or otherwise, the Partner Agreement, or any of the rights, duties, obligations, or licenses granted hereunder without the prior written consent of the other Party. Notwithstanding the foregoing, Siemens may assign the Partner Agreement or the rights and responsibilities under it to an Affiliate or in connection with a sale, merger, corporate reorganization, or divestiture. The Partner Agreement will extend to and be binding upon the successors, legal representatives, and permitted assignees of the Parties.

未经另一方事先书面同意，任何一方不得通过法律运作或其他方式，将**合作伙伴协议**或其项下授予的任何权利、职责、义务或许可进行全部或部分转让、分包、再许可或其他方式的转移。尽管存在前述规定，**西门子**可将**合作伙伴协议**或其项下的权利与义务转让给**关联方**，或因出售、合并、公司重组或资产剥离原因进行转让。**合作伙伴协议**对双方的继受人、法定代表和允许的受让人具有约束力。

16.8. **No exclusivity 无排他性**

Neither Party grants nor commits to any exclusivity whatsoever with respect to the other Party under the Partner Agreement. Neither Party makes any warranty to the other regarding either the success or profitability of their relationship described in the Partner Agreement nor any guarantee that any third party will enter into an agreement for the products or services of the other Party.

在本**合作伙伴协议**项下，任何一方均不对另一方授予或承诺任何形式的排他性。任何一方均不对另一方就本**合作伙伴协议**所述关系的成功或盈利能力作出任何保证，也不保证任何第三方会就另一方的产品或服务签署协议。

16.9. **No waiver; validity & enforceability 不弃权；有效性与可执行性**

The failure to enforce any provision of the Partner Agreement will not be construed as a waiver of such provision. If any provision of the Partner Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be affected, and such provision will be deemed to be restated to reflect the original intentions of the Parties as nearly as possible in accordance with applicable law. The Parties agree that electronic signatures will have the same force and effect as manual signatures.

未能执行**合作伙伴协议**的任何条款不应被解释为对该等条款的放弃。如**合作伙伴协议**的任何条款被认定为无效、非法或不能执行，其余条款的有效性、合法性和可执行性不受影响，且该条款应被视为根据适用法律重述以反映双方最初的意图。**双方**同意电子签名与手写签名具有同等法律效力。

16.10. **Survival 条款存续**

The termination or expiration of a Partner Agreement does not affect the validity or enforceability of any provisions which, by their nature, are intended to survive such termination or expiration. Without limitation, the provisions about the following topics will survive:

合作伙伴协议的终止或届满不影响按其性质应在终止或届满后存续的任何条款的有效性或可执行性，该等条款包括但不限于以下主题的条款：

- confidentiality obligations, which will remain in effect for five (5) years after the end of the Partner Agreement;
保密义务，在**合作伙伴协议**终止后五（5）年内继续有效；
- compliance obligations, including export control, anti-corruption, data privacy and data protection;
合规义务，包括出口管制、反腐败、数据隐私和数据保护；
- liability and indemnification obligations;
责任和补偿义务；
- Intellectual Property;
知识产权；
- applicable law and dispute resolution;
适用法律和争议解决；
- any other provisions expressly stated to survive or which by their nature should survive termination or expiration.

任何其他明确声明存续或按其性质应在终止或届满后存续的条款。

16.11. **Entire agreement 完整协议**

The Partner Agreement, along with any additional requirements set forth in the Partner Policies, constitutes the full and complete statement of the agreement between the Parties with respect to the subject matter thereof and supersedes any previous or contemporaneous agreements, understandings or communications, whether written or verbal, relating to such subject matter. The Partner Agreement

may not be varied except in writing executed by manual signatures or electronic signatures of authorized representatives of both Parties.

本**合作伙伴协议**连同**合作伙伴政策**中规定的任何额外要求，构成**双方**之间就协议标的事项达成的完整详尽的协议陈述，并取代之前或同期就该标的事项达成的任何书面或口头的协议、谅解或沟通。除非经**双方**授权代表以手写签名或电子签名签署书面文件，否则不得变更本**合作伙伴协议**。

16.12. Applicable law & dispute resolution 适用法律和争议解决

16.12.1. **Applicable law.** The Partner Agreement will be subject to the applicable laws set forth in the table below, as set forth therein, without reference to any conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Partner Agreement. Any dispute arising out of or in connection with the Partner Agreement will be resolved as set forth in the table below.

适用法律。 **合作伙伴协议**应受下表中规定的适用法律管辖，且不参考任何法律冲突规则。《联合国国际货物销售合同公约》不适用于本**合作伙伴协议**。因**合作伙伴协议**产生或与之相关的任何争议将按照下表中的规定进行解决：

If the contracting Siemens entity is in: 如签约的西门子实体位于:	the applicable law will be: 适用法律将为:	Any dispute arising out of or in connection with the Partner Agreement will be: 因合作伙伴协议引起的或与之相关的任何争议将:
a country in North or South America, except for Brazil, 北美或南美的国家（巴西除外），	the laws of the State of Delaware, United States. 美国特拉华州法律。	subject to the jurisdiction of the courts of the State of Delaware, USA. Each Party hereby irrevocably submits itself to the personal jurisdiction of the relevant court of the State of Delaware for any such disputes. 接受美国特拉华州法庭的司法管辖。每一方特此不可撤销地接受美国特拉华州相关法院对任何此类争议的属人管辖权。
Brazil, 巴西，	the laws of Brazil. 巴西法律。	subject to the jurisdiction and venue of the court in the city where the Siemens entity that enters into the Partner Agreement is domiciled. 受签订 合作伙伴协议 的西门子实体住所地城市法院的管辖。
a country in Asia or Australia/Oceania, except for Japan, Israel, and Turkey, 亚洲或澳大利亚/大洋洲的国家（日本、以色列和土耳其除外），	the laws of Singapore. 新加坡法律。	finally resolved by binding arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce (“ ICC Rules ”). The seat of arbitration will be Singapore. 根据国际商会 (ICC) 仲裁规则（简称“ ICC 规则 ”）予以有约束力的最终裁决。仲裁地点将设在新加坡。
Japan, 日本，	the laws of Japan. 日本法律。	finally resolved by binding arbitration in accordance with the ICC Rules. The seat of arbitration will be Tokyo, Japan. 根据 ICC 规则 予以有约束力的最终裁决。仲裁地点将设在日本东京。
a country not covered by any of the above, 不属于上述范畴的国家	the laws of Switzerland. 瑞士法律。	finally resolved by binding arbitration in accordance with the ICC Rules. The seat of arbitration will be Zurich, Switzerland. 根据 ICC 规则 予以有约束力的最终裁决。仲裁地点将设在瑞士苏黎世。

16.12.2. **Dispute resolution.** If a dispute is subject to arbitration as described in the table above, arbitrators will be appointed in accordance with the ICC Rules, the language used for proceedings will be English, and orders for the production of documents will be limited to the documents on which each Party specifically relies in its submission. Nothing in this Section will restrict the right of the Parties to seek interim relief intended to preserve the status quo or interim measures in any court of competent jurisdiction. Notwithstanding the foregoing, to the extent permissible under applicable laws and to the extent it would not result in the invalidity or inapplicability of this Section, the Parties agree that Siemens, at its sole discretion, may bring an action in the courts of the jurisdiction(s) where Offerings or services are being used or Partner has its place of business.

争议解决。 若争议按上表规定进行仲裁，仲裁员将根据 **ICC 规则** 任命，仲裁程序使用的语言为英语，并且文件提交的命令将仅限于每一方在其提交仲裁时明确依赖的文件。本条的任何规定均不得限制双方向任何具有管辖权的法院寻求旨在维持现状的临时救济或寻求临时措施的权利。尽管有上述规定，但在适用法律允许的范围内且不会导致本条无效或不适用的范围内，**双方同意，西门子可自行决定，向产品当前使用地或合作伙伴营业地点所在地的有管辖权的法院提起诉讼，**

- to enforce its intellectual property rights, or
以强制执行其知识产权的权利，或
- for the payment of amounts due for Offerings or services.
要求支付到期的**产品**或服务款项。

16.13. Prevailing Language 语言

The Partner Agreement is executed in both English and Chinese languages. Both language versions will be equally valid. In case of any discrepancy between the two versions, the Chinese version will prevail.

合作伙伴协议以中英文签订。中文和英文两种语言文本应具有同等效力。如中英文之间存在任何冲突，应以中文文本为准。

Definitions 定义

Affiliate 关联方	means any legal entity that, directly or indirectly: 指直接或间接地： <ul style="list-style-type: none"> • is controlled by a Party; 受一方控制的任何法律实体； • controls a Party; or 控制一方的任何法律实体；或 • is controlled by a legal entity that directly or indirectly controls a Party. 与一方共同受控于某一法律实体的任何法律实体。
Authorized Company 授权公司	means a third party that has been accepted by Siemens to enter a Partner Program at the entry level. 指已被 西门子 接受以入门级加入 合作伙伴计划 的第三方。
Authorized Party 授权方	means either an Authorized Company or a Certified Partner with a Resale Authorization. 指拥有 转售授权 的 授权公司 或 认证合作伙伴 。
Certified Partner 认证合作伙伴	means an Authorized Company that has fulfilled the necessary requirements of a Partner Program as foreseen by the applicable Partner Policies and acknowledged by Siemens. Certified Partners may be classified by Siemens either as Silver, Gold or Platinum Partner Level. 指满足适用的 合作伙伴政策 所规定的 合作伙伴计划 的必要要求，并获得 西门子 认可的 授权公司 。 认证合作伙伴 可被 西门子 分为银牌、金牌或白金级别。
Commercial Agreement 商务协议	means the agreement between 指： <ul style="list-style-type: none"> • Siemens and the Partner or 西门子与合作伙伴之间，或 • an Authorized Party and the Partner 授权方与合作伙伴之间， under which the Partner procures the Offerings for Resale, if applicable.

合作伙伴据以采购供转售的产品协议，如适用。

Confidential Information 保密信息	<p>means all information disclosed by one Party or any of its Affiliates to the other Party under the Partner Agreement that is marked or declared as confidential (or that any reasonable person can recognize as confidential in its nature). Siemens' Confidential Information includes the terms of the Partner Agreement, Siemens Intellectual Property, information about Offerings, information provided by Siemens on the Siemens Partner System and any information Partner derives from benchmarking any Offering.</p> <p>指一方或其任何关联方在合作伙伴协议项下向另一方披露的、标明或声明为保密（或任何理性人均能识别其性质为保密）的所有信息。西门子的保密信息包括本合作伙伴协议的条款、西门子知识产权、关于产品的信息、西门子在西门子合作伙伴系统上提供的信息，以及合作伙伴从任何产品的基准测试中获得的任何信息。</p>
Customer 客户	<p>means the individual or entity that purchases Offerings from Partner in connection with the Partner Agreement.</p> <p>指与合作伙伴协议相关的，从合作伙伴处购买产品的个人或实体。</p>
Effective Date 生效日期	<p>means the date of the last signature of an Execution Form or a comparable document signed by both Parties to conclude or amend the Partner Agreement.</p> <p>指双方签署签署表或类似文件以达成或修订本合作伙伴协议的最后签字日期。</p>
Execution Form 签署表	<p>means the form that establishes the partner relationship, the rights and obligations of the Parties, and how the Parties will interact to support each other's business.</p> <p>指确立合作伙伴关系、双方权利义务以及双方如何互动以支持彼此业务的文件。</p>
Intellectual Property 知识产权	<p>means all rights, title, and interest in and to any intellectual property, including but not limited to patents, utility models, patent applications, priority rights, trade secrets, trademarks, service marks, copyrights, mask works, database rights, design rights, and any other proprietary rights, whether registered or unregistered, and whether existing now or in the future. Intellectual Property also encompasses inventions, discoveries, ideas, concepts, know-how, methodologies, processes, software (including source code and object code), technical data, development tools, and techniques that are legally protectable under applicable law.</p> <p>指对任何知识产权的所有权利、所有权和利益，包括但不限于专利、实用新型、专利申请、优先权、商业秘密、商标、服务标志、著作权、掩模作品、数据库权利、设计权以及任何其他专有权利，无论是否注册，也无论现在存在还是未来产生。知识产权还包括在适用法律下受法律保护的发明、发现、想法、概念、诀窍、方法、过程、软件（包括源代码和目标代码）、技术数据、开发工具和技术。</p>
Joint Controller Agreement 共同控制者协议	<p>means the terms & conditions applicable for situations in which Siemens is established within Brazil, the European Economic Area or the United Kingdom and Partner and Siemens jointly have access and control personal data of individuals, as available under the following link: www.siemens.com/ptm-specific-partner-terms.</p> <p>指在西门子设立在巴西、欧洲经济区或英国，且合作伙伴与西门子共同访问和控制个人数据的情况下适用的条款和条件，访问链接：www.siemens.com/ptm-specific-partner-terms。</p>
Offering 产品	<p>means the individual offering Siemens makes available to the market. An Offering may consist of any Siemens software, cloud services, hardware, professional services or training services, or a combination of these, and any associated maintenance and support services and related user documentation.</p> <p>指西门子向市场提供的具体产品。产品可由任何西门子软件、基于云的服务、硬件、专业服务或培训服务或其组合，以及任何相关的维护和支持服务及相关用户文档组成。</p>
Offering for Resale 供转售的产品	<p>means an Offering for which the Partner has a Resale Authorization.</p> <p>指合作伙伴拥有转售授权的产品。</p>
Partner Emblem 合作伙伴标识	<p>means the emblem as authorized by Siemens in writing for use by the Partner.</p> <p>指经西门子书面授权供合作伙伴使用的标识。</p>
Partner Emblem Terms 合作伙伴标识条款	<p>means the terms governing the use of the Partner Emblem agreed in the Section about Siemens' Partner Emblem in these Partner Base Terms, as available under the following link: www.siemens.com/ptm-specific-partner-terms.</p> <p>指在本合作伙伴基本条款项下关于西门子合作伙伴标识使用的条款，访问链接： www.siemens.com/ptm-specific-partner-terms</p>
Partner Policies 合作伙伴政策	<p>means the then-current policies Siemens publishes on the Siemens Partner System or otherwise communicates to Partner in writing.</p> <p>指西门子通过西门子合作伙伴系统发布或以书面形式告知合作伙伴的届时有有效的政策。</p>

Partner Program 合作伙伴计划	means one specific Siemens Partner Program as described in a Program Exhibit. 指在 计划附录 中载明的一项具体的 西门子合作伙伴计划 。
Partner Target Agreement (“PTA”) 合作伙伴目标协议	means a document updated by the Parties on a yearly basis containing the commercial cornerstones of the partnership for the relevant Partner Program(s). May also be referred to as a business plan or similar. 指由 双方 每年更新的一份文件，包含相关 合作伙伴计划 在合作伙伴关系方面的商业基石，亦可称为业务计划或类似名称。
Program Exhibit 计划附录	means the Exhibit as determined in the Execution Form describing the scope of one specific Partner Program. 指 签署表 中确定的、描述某项特定 合作伙伴计划 范围的附件。
Resale Authorization 转售授权	means the authorization of a Partner to purchase and resell defined Offerings for Resale to Customers, documented by a Commercial Agreement or by other documents in connection with the Partner Agreement. 指 合作伙伴 购买并向 客户 转售定义的 供转售的产品 的授权，该授权在 商务协议 或与 合作伙伴协议 相关的其他文件中予以记录。
Siemens Partner System 西门子合作伙伴系统	means the online portals or websites which Siemens may make available to Partner from time to time. The Siemens Partner System includes, but is not limited to, the Siemens Partner Sales Portal, information about the Offerings, sales and marketing materials, training materials, certain Siemens’ systems or tools, and Partner Policies. 指 西门子 不时向 合作伙伴 提供的在线门户或网站。 西门子合作伙伴系统 包括但不限于 西门子 合作伙伴销售门户、关于 产品 的信息、销售和营销材料、培训材料、 西门子 特定的系统或工具，以及 合作伙伴政策 。
Territory 区域	The country in which the Partner is located or as otherwise defined in the Partner Agreement. 指 合作伙伴 所在的国家，或在 合作伙伴协议 中另行定义的区域。