



CDC Cloud Business Provincial Expansion Incentive Program, 2018Q4

中数通信息有限公司（以下简称“CDC”或者 “中数通”）2018 第四季度云业务省份扩张 销售奖励计划

This document sets out the Terms and Conditions that the partner is agreeing to when participating in this incentive (“incentive”) program.

此文档列出了合作伙伴在参与此云业务省份扩张销售奖励计划（以下简称“奖励计划”）时同意遵守的条款和条件。

FOR INTERNAL & PARTNERS USE


仅供内部和合作伙伴使用

Definition

定义

The Incentive (“incentive”) means the incentive amount partner earned, during the eligible program period, which is from 1st October 2018 to 31st December 2018 inclusive (“**Offer Period**”), based on the total eligible cloud ACV revenue achieved by partner according to the calculation with the formula indicated in below.

奖励（或“奖金”）是指在2018年10月1日至2018年12月31日期间（以下简称“**奖励计划期间**”），根据合作伙伴获取的所有合格订单的年度合同金额(ACV)，按照下文所述的计算方式获得相应的奖励金额。



Eligible Sales refers to cloud deals which partner signs with CDC during the Offer Period. The **Ordering Date** is deemed as the same date when system recognizes the revenue.

合格订单是指奖励计划期间合作伙伴与 CDC 所签署的合格云服务经销商订单。以系统确认收入的时间为合格订单**下单时间**。

Earning Period is the time period over which the measurement of partner performance occurs. For this program, it will be Quarterly.

盈利期间指的是衡量合作伙伴业绩的时间段。本计划将按季度进行奖金计算并奖励合作伙伴。

Proof of Service (“POS”) documents mean any supporting documents that partner will be required to keep as evidence of Proof of Service at any point for up to ten (10) years and must be provided to CDC for reimbursement purpose. All such evidence and documentation provided as POS should be genuine, original and produced as a direct result of the customer acquisition by this particular partner and related to CDC cloud services, including but not limited to slide-decks, emails, demo, proposals, copy of the end user contract etc.

服务证明（以下简称 POS）文件是指多种形式的支持型文档，用以证明合作伙伴在赢取客户的活动中所起到的主导性作用。合作伙伴在申请奖金时需要按要求向 CDC 提供这类 POS 文件，并妥善保存长达十年。所有 POS 文件都必须是真实的，原创的，并可证明该合作伙伴直接影响客户选择 CDC 的云服务，包括但不限于幻灯片、电子邮件、演示、提案、最终用户合同副本等。

CDC Notification Letter contains: partner name, claim ID, amount, and invoice requirement.

CDC 的通知函包含：合作伙伴名称、奖励编号、奖励金额，以及相应的开票信息。

1. Partner and Country Eligibility

1. 合作伙伴及区域合格性

1.1 Country Eligibility

1.1 区域合格性

- This incentive program (“Incentive”) is available in China mainland only, excluding Hong Kong, Macao and Taiwan.
本奖励计划只适用于中国大陆地区（不包括香港、澳门和台湾）。

1.2 Exchange Rate

1.2 汇率

- The default currency applicable and the exchange rate provided in below table is fixed for the offer period.
在奖励计划期间，适用的默认货币和下表中提供的汇率是固定的。

Currency	2018 Exchange Rate
EUR	1
CNY	8.1

1.3 Partner Eligibility


1.3 合作伙伴合格性

- Partner must have valid and subsisting Reseller Term with CDC respectively.
合作伙伴必须已与 CDC 签署了有效的云服务经销商协议。
- Partner must have appropriate cloud product sell authorization when required. The authorization attaining date must be within or before this Offer Period.
合作伙伴需要获得相应云产品的销售授权。该授权生效日期应当在奖励计划期间或奖励计划开始之前。
- Partner whose partnership is 'terminated' during the Offer Period is not entitled to this incentive.
合作关系在奖励计划期间被 "终止" 的合作伙伴无权获得此奖励计划。
- Partner must have passed Due Diligence Check (Level 2) within recent two (2) years.
合作伙伴必须在最近两年内通过合作伙伴尽职调查（二级）。
- Partner has to be in good standing and no outstanding account receivable (>90days) or compliance issue during the offer period and earning period.
合作伙伴应信誉良好，在整个奖励计划期及盈利期没有超过 90 天的应付未付款项或合规问题。

2. Sales Eligibility

2. 订单合格性

- Only Partner-led deals are eligible. Partner shall maintain and provide POS documents.
本奖励计划只适用于合作伙伴主导的项目。合作伙伴需保存并提供证明文件。
- Partner is required to register the end user by entering the opportunity in Deal Registration System("DRS). The DRS registration date must be before the ordering date. Per DRS guidelines, all deals expire 9 months from the deal registration date. This means that CDC will not pay-out an incentive even if the deal is closed within the offer period, if it was registered for over 9 months.



合作伙伴需要使用 DRS 系统注册此项目机会，交易注册日期必须早于下单日期。根据 DRS 的有关规定，所有交易将在交易注册日期 9 个月后到期。这意味着，即使交易在奖励计划期内完成，如果注册时间超过 9 个月，CDC 也不会支付奖金。

- Eligible Sales payment is done timely.
合格订单都已按照订单要求完成支付。

3. End User Eligibility

3. 最终客户合格性

- Customer's registration address must be out of Beijing, Shanghai and Guangdong province of China mainland, excluding Hong Kong, Macao and Taiwan.
最终客户的注册地址必须位于除北京、上海和广东之外的中国大陆其它省市（不包含香港、澳门和台湾地区）。
- This incentive is only applicable to business generated with end customers from the Small Medium Enterprise "SME" market segment, also known as the General Business Market segment (excluding Government and SOE accounts). For detailed definition of end customer segmentation, CDC will provide explanation per partner's formal request through email.
该奖励计划仅适用于中小型企业细分市场上的最终客户，也称为工商企业细分市场（不含政府及国有企业或国有控股企业）。关于具体的客户群体定义，CDC 将应合作伙伴正式的邮件咨询请求提供解答。

4. Calculating the Incentive Amount

4. 奖励金额的计算方法

4.1 Phasing and Calculating

4.1 分段及计算

The incentive amount of all qualified orders received by each partner will be calculated as following:

每一位合作伙伴在奖励计划期间获取的所有合格订单的奖励金额将按照如下方法进行计算：

PHASE 1: Partner's total achieved ACV is between 20KEUR inclusive and 40KEUR; The incentive percentage applied to this phase is 10%.

第一阶梯： 订单 ACV 总额大于等于 2 万欧元，小于 4 万欧元。对于超出 2 万欧元部分，奖励比率为超出部分的 10%。

PHASE 2: When Partner's total ACV achieves the interval between 40KEUR inclusive and 100KEUR, the incentive percentage applied to the portion exceeding 40KEUR goes to 14%. PHASE 1 remains the same.

第二阶梯: 订单 ACV 总额大于等于 4 万欧元, 小于 10 万欧元。对于超出 4 万欧元部分, 奖励比率为超出部分的 14%。对于 2 万欧元至 4 万欧元之间的部分, 奖励比率仍为这一部分(2 万欧元)的 10%。

PHASE 3: When Partner's total ACV achieves 100KEUR and above, the incentive percentage applied to the portion exceeding 100KEUR goes to 18%. PHASE 1&2 remain the same.

第三阶梯: 订单 ACV 总额大于等于 10 万欧元, 对于超出 10 万欧元部分, 奖励比率为超出部分的 18%。对于 4 万欧元至 10 万欧元的部分, 奖励比率为这段超出部分(6 万欧元)的 14%。对于 2 万欧元至 4 万欧元的部分, 奖励比率为这段超出部分(2 万欧元)的 10%。

4.2 Earning Cap

4.2 奖励上限

There will be an earning cap on the incentive amount partner is receiving set at 30KEUR per partner, despite of how much the total ACV of all eligible sales is.

无论合作伙伴所获取的合格订单 ACV 总额多少, 对单个合作伙伴的奖励不超过 3 万欧元。

4.3 Example

4.3 举例说明

To be clear, the formula below is for reference.

为清晰起见, 计算表格如下:

<i>PHASE (ACV KEUR)</i> 分段说明	<i>Incentive % by PHASE</i> 奖励比率	<i>Incentive Calculation Formula</i> 奖励计算公式
40>X≥20	10%	$(X-20) \times 10\%$
100>X≥40	14%	$(X-40) \times 14\% + 20 \times 10\%$
X≥100	18%	$30k \text{ Euro} \geq (X-100) \times 18\% + 60 \times 14\% + 20 \times 10\%$

5. Incentive Settlement Process

5. 奖励申领流程

5.1 Process

5.1 流程说明

- After receiving the Notification Letter from CDC, partner shall submit the complete documents (including POS etc.) as required by the deadline of February 28th, 2019. Failure to submit in time as required will be considered as a renunciation of the incentive.
在收到 CDC 的通知函之后，合作伙伴须在 2019 年 2 月 28 日 之前按要求提交完整文档（包括服务证明文件等）。逾期未能按要求提交的，将被视为放弃奖励。
- CDC will inform partner to issue invoice once all the documents provided by partner are reviewed and approved.
经 CDC 审核，双方无异议后，CDC 将通知合作伙伴开立发票。
- CDC will pay partner within ten (10) days after the invoice is received.
CDC 在收到合作伙伴发票十天内，向合作伙伴支付奖励金额。

5.2 Notes

5.2 注意事项

- Failure to invoice CDC within 90 days of the notification will be deemed a renunciation of the incentive by partner.
合作伙伴如果在收到 CDC 开立发票的通知后 90 天内未能向中数通提供发票及其它所需资料，将被视为放弃奖励。
- The incentive amount shall only be used for SAP related activities or to promote SAP products and/or CDC cloud services and shall not be used for inappropriate or unlawful purpose such as bribery of customers etc.
奖励金额只能用于 CDC 及 SAP 相关活动或者促进 CDC 云服务和/或 SAP 产品的推广活动，不得用于不正当或非法目的，如贿赂顾客等。
- Partners will be required to provide with supporting documentation in relation to how the incentive is spent including but not limited to invoices, contracts or activity plan etc. for reimbursement.
合作伙伴在领取奖励金时，需提供相关使用该奖励的证明文件，包括但不限于发票，合同或活动计划等。

6. General Terms and Conditions

6. 一般条件和条款

- CDC reserves the right to terminate or amend this Incentive without prior notice. Any update (specific about terms, conditions or termination) is decided by CDC.
中数通保留在不提前通知的情况下终止或修订本奖励计划的权利，对奖励计划的任何变更（特别是关于要约，条款条件或终止）均由中数通自行决定。
- CDC reserves the right to reject any deal under this Option if the information provided is incomplete, inaccurate or invalid.
如果合作伙伴提供了不完整、不准确、无效或虚假信息，中数通保留拒绝该合作伙伴参加本奖励计划的权利。
- CDC reserves the right to claim back any incorrect (parts of) Incentive Amounts – regardless of fault.
CDC 保留对任何不正确的（部分）激励金额要求收回的权利。
- CDC's established finance, revenue recognition and legal approvals and procedures do not change as a result of this incentive. Please follow the standard CDC protocols for approvals and release of contracts.
中数通既定的财务、收入确认和法律批准和程序不会因本计划而改变。请遵循标准的中数通协议对合同进行审批和解除。
- CDC reserves the final interpretation of this incentive program.
中数通对于此奖励计划拥有最终解释权。
- This Terms and Conditions Letter of this Incentive Program is presented in both English and Chinese languages. In the case of any conflict or inconsistency, the Chinese version shall prevail.
本奖励计划条款和条件提供中英文双语版本。如有冲突或不一致，以中文版本为准。