

## RISE with SAP S/4HANA Cloud, private edition

### RISE with SAP S/4HANA Cloud (私有云版本) [ERP 云商务套件业务转型即服务私有云版本]

#### Supplemental Terms and Conditions

#### 补充条款和条件

This Supplement is part of an Agreement for SAP Cloud Services between SAP and Customer and applies only to RISE with SAP S/4HANA Cloud, private edition and its optional add-ons to which Customer is subscribed. Any documents referenced in this Supplement are available upon request.

本补充是 SAP 与客户就 SAP 云服务达成的协议的一部分，仅适用于客户租用的 RISE with SAP S/4HANA Cloud (私有云版本) [ERP 云商务套件业务转型即服务私有云版本]及其可选扩展组件。本补充中引用的任何文档均根据请求予以提供。

## 1. CLOUD SERVICE

### 云服务

- 1.1. The Usage Metrics and additional terms of each of RISE with SAP S/4HANA Cloud, private edition and its optional add-ons (“RISE with SAP S/4HANA Cloud, PE”) are described in the RISE with SAP S/4HANA Cloud, private edition Service Description Guide document found at <https://www.sap.com/about/agreements/policies/service-specifications.html> (“Service Description Guide”).

RISE with SAP S/4HANA Cloud (私有云版本) [ERP 云商务套件业务转型即服务私有云版本]及其可选扩展组件的使用指标和附加条款详见以下链接中的“RISE with SAP S/4HANA Cloud (私有云版本) [ERP 云商务套件业务转型即服务私有云版本]服务说明指南”文档：<https://www.sap.com/about/agreements/policies/service-specifications.html> (以下简称“服务说明指南”)。

- 1.2. Certain features integrated in the RISE with SAP S/4HANA Cloud, PE Cloud Service may be provisioned on the SAP Cloud Platform, a multi-tenant cloud platform (“Cloud Features”). Such Cloud Features, and any additional terms applicable to the Cloud Features, are set forth in the Service Description Guide.

RISE with SAP S/4HANA Cloud (私有云版本) [ERP 云商务套件业务转型即服务私有云版本]云服务中集成的某些功能可以在 SAP Cloud Platform [云平台] (多租户云平台) 上进行配置 (以下简称“云功能”)。此类云功能以及适用于云功能的任何附加条款请参见服务说明指南。

- 1.3. Cloud Service Software may only be accessed and used as a part of the RISE with SAP S/4HANA Cloud, PE Cloud Service subscribed to by Customer. “Cloud Service Software” means the software included in the RISE with SAP S/4HANA Cloud, PE Cloud Service as part of the Cloud Service.

云服务软件只能作为客户租用的 RISE with SAP S/4HANA Cloud (私有云版本) [ERP 云商务套件业务转型即服务私有云版本]云服务的一部分进行访问，并且只能与之一起使用。“云服务软件”是指作为云服务一部分包含在 RISE with SAP S/4HANA Cloud (私有云版本) [ERP 云商务套件业务转型即服务私有云版本]云服务中的软件。

- 1.4. If Customer subscribes to the RISE with SAP S/4HANA Cloud, private edition Cloud Service, Customer will receive access to the following additional Cloud Services for no additional fee and subject to the limitations indicated herein (collectively, “Bundled Cloud Services”):

如客户租用 RISE with SAP S/4HANA Cloud (私有云版本) [ERP 云商务套件业务转型即服务私有云版本]云服务，客户将有权免费访问以下附加云服务，并受到本协议中限制性规定的约束 (以下统称“捆绑云服务”)：

- (i) each of the following Cloud Services for which Customer does not have an existing subscription: SAP Digital Supplier Network (Ariba Network); SAP Logistics Business Network, freight collaboration option (“SAP LBN”); and SAP Asset Intelligence Network (“SAP AIN”); and

客户目前未租用的以下各项云服务：SAP 数字供应商网络（Ariba Network [全球商业网络]）；SAP Logistics Business Network 货运协作选项[物流业务网络货运协作选项]；SAP Asset Intelligence Network [资产智能网络]；以及

- (ii) if specified in the Order Form, Cloud Platform (CPEA) Free Voucher.

订购单中约定的 Cloud Platform (CPEA) Free Voucher（免费优惠券）。

Use of each Bundled Cloud Service is subject to the supplemental terms located at <http://www.sap.com/agreements-cloud-supplement> and the following limitations:

对捆绑云服务的使用受位于以下位置的补充条款的制约：<http://www.sap.com/agreements-cloud-supplement>，并须遵循以下限制性规定：

- (i) for SAP Digital Supplier Network (Ariba Network), access does not include Supplier enablement or deployment and is limited to 2,000 Documents;

对于 SAP 数字供应商网络（Ariba Network [全球商业网络]），访问不包括供应商激活或部署，且仅限于 2,000 个凭证；

- (ii) for SAP LBN, access is limited to 1,000 Documents and to either (a) one Logistics Service Provider and access to one digital forwarder (for the U.S., UberFreight and for Europe, InstaFreight) or (b) two Logistics Service Providers;

对于 SAP Logistics Business Network [物流业务网络]，访问仅限于 1,000 个凭证，并且仅限访问 (a) 一名物流服务提供商和一名数字货运代理商（美国为 UberFreight，欧洲为 InstaFreight）或 (b) 两名物流服务提供商；

- (iii) for SAP AIN, access is limited to 200 Devices, 2 Connections, and 10 partner Portal Invitees; and

对于 SAP Asset Intelligence Network [资产智能网络]，访问仅限于 200 台设备、2 个连接和 10 个合作伙伴门户受邀者；

- (iv) for Cloud Platform CPEA Free Voucher, as indicated in the Order Form.

对于 Cloud Platform CPEA Free Voucher，遵循订购单中的约定。

#### 1.4.1 At Customer's option and with a subscription to the RISE with SAP S/4HANA Cloud, private edition Cloud Service, Customer may access the following additional services made available at the following web links:

租用 RISE with SAP S/4HANA Cloud（私有云版本）[ERP 云商务套件业务转型即服务私有云版本]云服务后，客户可以选择访问以下链接中提供的附加服务：

- (i) For SAP Custom Code Migration App (formerly, “Custom Code Analyzer”), access is made available at <https://blogs.sap.com/abap-custom-code-analysis-using-sap-cloud-platform>;

SAP Custom Code Migration [自定义代码迁移]应用（以前称为 SAP Custom Code Analyzer [自定义代码分析程序]），可通过以下链接访问：<https://blogs.sap.com/abap-custom-code-analysis-using-sap-cloud-platform>；

- (ii) For Process Discovery by SAP, access is made available at <http://www.s4hana.com>; and

Process Discovery by SAP [流程发现服务], 可通过以下链接访问 : <http://www.s4hana.com> ; 以及

(iii) For SAP Readiness Check, access is made available at <http://www.sap.com/readinesscheck>.

SAP Readiness Check [就绪情况检查], 可通过以下链接访问 : <http://www.sap.com/readinesscheck>。

These additional services may be subject to additional legal terms and conditions. Where there is a conflict between the additional legal terms and conditions and the Agreement, the additional legal terms and conditions shall control.

这些附加服务可能会受附加法律条款和条件的约束。如附加法律条款和条件与协议条款和条件存在冲突, 应以附加法律条款和条件为准。

## 2. ADDITIONAL TERMS

### 附加条款

#### 2.1. System Maintenance.

##### 系统维护。

2.1.1. SAP performs regular, scheduled maintenance activities to maintain OS security patch levels, database and application patches, infrastructure (network, compute, storage) maintenance and other scheduled proactive activities. Such maintenance activities will be reasonably scheduled for date, time and duration as mutually agreed in advance between SAP and Customer (“Scheduled Downtime”) based on requirements and resources. If Customer fails to cooperate with the scheduling and/or performance of such maintenance activities in a timely manner as recommended by SAP, Customer shall be solely responsible for any resulting issues in the Cloud Service, including unexpected downtime.

SAP 执行定期维护活动, 维护操作系统安全补丁级别、数据库和应用程序补丁、基础设施 (网络、计算和存储) 维护和安排的其他前瞻性活动。SAP 和客户将在事先约定的日期、时间和期限内, 根据需求和资源合理安排此类维护活动 (以下简称 “计划停机时间”)。如客户未能按照 SAP 的建议及时配合安排和/或执行此类维护活动, 客户应对云服务中的任何问题承担全部责任, 包括意外停机事件。

2.1.2. Notwithstanding the foregoing, SAP reserves the right to perform Emergency Maintenance activities at any time without Customer’s prior consent. SAP will use reasonable efforts to provide Customer with forty-eight (48) hours advance notice regarding performance of Emergency Maintenance. In case of Cloud Service downtime during such Emergency Maintenance, such downtime will be considered to be “Emergency Downtime” as defined in the SLA (defined in Section 2.3 below). “Emergency Maintenance” are maintenance activities required to address any unforeseeable circumstances aiming to prevent significant impact to the Cloud Service. Such situations include application of critical application patches and operating system security patches (security patches with priority “very high”) and/or performing critical operating system activities (urgent upgrades and/or refresh of shared components).

尽管有上述规定, SAP 保留未经客户事先同意随时执行紧急维护活动的权利。SAP 将尽合理努力提前四十八 (48) 小时向客户发出紧急维护通知。如在此类紧急维护期间云服务出现停机, 则此类停机被视为服务水平协议中定义的 “紧急停机” (如下文第 2.3 节所定义)。“紧急维护”是指处理任何不可预见的情况所需的维护活动, 旨在防止对云服务造成重大影响。此类情况包括应用关键应用程序补丁和操作系统安全补丁 (优先级别 “非常高” 的安全补丁) 以及/或者执行关键操作系统活动 (紧急升级和/或更新共享组件)。

2.1.3. Customer is responsible for requesting and coordinating with SAP the application of non-critical security patches (all security patches with priorities “high”, “medium”, or “low”) by way of a service request ticket. Such patches will be applied during Scheduled Downtime or other Agreed Downtime, as defined in the SLA.

客户负责通过服务请求消息来请求和配合 SAP 应用非关键性安全补丁（所有优先级别为“高”、“中”或“低”的安全补丁）。这些补丁将在计划停机或其他约定停机期间进行安装（如服务水平协议中所定义）。

- 2.2. **Support.** Support for the Cloud Service will be provided by SAP as described in the Support Policy for SAP Cloud Services referenced in the Order Form, as supplemented by the description in Attachment 1 to this Supplement. The support services described in the Agreement may only be used to support Cloud Services to which this Agreement applies, as specified in the Order Form, and may not be used to support any other SAP products or third-party solutions.

**支持。** SAP 将按照订购单中引用的 SAP 云服务的支持政策为云服务提供支持，该支持政策通过本补充附件 1 中的说明予以补充。本协议所述的支持服务仅用于支持订购单中规定的本协议适用的云服务，不得用于支持任何其他 SAP 产品或第三方解决方案。

- 2.3. **Service Level Agreement.** The Service Level Agreement applicable to the RISE with SAP S/4HANA Cloud, PE Cloud Services is the Service Level Agreement for SAP HANA Enterprise Cloud; RISE with SAP S/4HANA Cloud, private edition; SAP ERP, private cloud edition; and SAP S/4HANA, extended edition (“SLA”), except the 99.5% System Availability service level in the SLA is replaced with 99.7%. The Service Level Agreement for SAP Cloud Services applies to the Bundled Cloud Services, except the System Availability service level of 99.5% is replaced with 99.7%.

**服务水平协议。**适用于 RISE with SAP S/4HANA Cloud（私有云版本）[ERP 云商务套件业务转型即服务私有云版本]的服务水平协议为适用于 SAP HANA Enterprise Cloud [内存计算平台企业云]；RISE with SAP S/4HANA Cloud（私有云版本）[ERP 云商务套件业务转型即服务私有云版本]；SAP ERP（私有云版本）[企业资源规划私有云版本]；以及 SAP S/4HANA Cloud（扩展版）[ERP 云商务套件扩展版]的服务水平协议（以下简称“SLA”），但 SLA 中的 99.5%的系统可用性服务水平替换为 99.7%。SAP 云服务的服务水平协议适用于捆绑云服务，但 99.5%的系统可用性服务水平替换为 99.7%。

- 2.4. **Modifications and Add-Ons.** Customer has the right to develop and use Modifications and/or Customer Add-ons and use Additional Add-ons to the SAP Cloud Service Software in furtherance of its permitted use of the Cloud Service under this Agreement.

**修改和扩展组件。**在本协议允许的云服务使用方式的基础上，客户有权开发和使用对 SAP 云服务软件的修改和/或客户扩展组件以及使用其他扩展组件。

Customer is responsible for all installation, management and support for any Add-ons (excluding Add-ons made available as a RISE with SAP S/4HANA Cloud, PE Cloud Service). Customer is responsible for testing and resolving source code, compatibility issues, security vulnerabilities or other conflicts that may arise from Modifications and Add-ons permitted under this Agreement and any patches or workarounds or other changes provided by SAP for the Cloud Service Software, in a timely manner. Customer will promptly inform SAP about any such Modifications, Customer Add-ons or Additional Add-ons. Modifications and Add-Ons must not enable the circumventing of any restrictions set forth in the Agreement, nor impair or degrade the performance, system availability, operability or security of the Cloud Service. For the avoidance of doubt, SAP reserves the right to restrict or require the removal any Add-ons that it determines may pose any such risk to the Cloud Service.

客户负责任何扩展组件的所有安装、管理和支持工作（作为 RISE with SAP S/4HANA Cloud（私有云版本）[ERP 云商务套件业务转型即服务私有云版本]云服务提供的扩展组件除外）。客户负责及时测试和解决可能因本协议项下允许的修改和扩展组件以及 SAP 针对云服务软件提供的任何补丁或应急方案或其他变更导致的源代码、兼容性问题、安全漏洞或其他冲突。客户应将任何此类修改、客户扩展组件或其他扩展组件立即通知给 SAP。修改或扩展组件不得规避本协议中规定的任何限制条件，亦不得削弱或降低云服务的性能、系统可用性、可操作

性或安全性。为避免疑义，SAP 保留限制或要求删除其认为可能会对云服务造成任何此类风险的任何扩展组件的权利。

Customer Add-ons and all rights associated therewith, shall be the exclusive property of Customer subject to SAP's rights in and to the Cloud Service and Cloud Materials as indicated in this Agreement; provided Customer shall not commercialize any such Customer Add-ons developed under this Agreement. In exchange for the right to develop Customer Add-ons under the Agreement, Customer covenants, on behalf of itself, successors and assigns, not to assert against SAP SE, their Affiliates or licensors, any rights in Customer Add-on, or any claims of any rights, against any SAP product, service or future SAP development.

在 SAP 拥有本协议所述云服务和云材料权利的基础上，客户扩展组件及与之相关的所有权利均为客户的专有财产，但客户不得将依据本协议开发的任何此类客户扩展组件用于商业目的。要获得依据协议开发客户扩展组件的权利，客户以其自身名义并代表其继承人和受让人保证，不向 SAP、其关联企业或许可方主张对客户扩展组件的任何权利，或对任何 SAP 产品、服务或 SAP 未来开发的任何权利。

"Add-on" means any development that adds new and independent functionality to the SAP Cloud Service Software, but does not modify existing SAP functionality, and is developed using SAP application programming interfaces or other SAP code that allows other software products to communicate with or call on SAP Cloud Service Software. All Add-ons developed by SAP, independently or jointly with Customer, shall be considered Cloud Material and as such, all intellectual property rights in and related to the Add-ons developed by SAP (independently or jointly with Customer) including any derivatives thereof are owned by SAP, SAP SE, their Affiliates or licensors.

“扩展组件”是指用于为 SAP 云服务软件增加独立新功能的任何开发，此类开发不会修改现有的 SAP 功能，并使用 SAP 应用程序编程接口或者支持其他软件产品与 SAP 云服务软件通信或调用 SAP 云服务软件的其他 SAP 代码开发而成。由 SAP 独立开发或与客户共同开发的所有扩展组件均应被视为云材料，因此，SAP（独立或与客户共同）开发的扩展组件中所含的及相关的全部知识产权，包括任何相关衍生作品均归 SAP、SAP SE 及其关联企业或许可方所有。

"Additional Add-on" means any Add-on that is not a Customer Add-on and is published by SAP as an SAP certified Add-on on the SAP Certified Solutions Directory, an ABAP-only Add-on within the ABAP stack, or an Add-on made available as a RISE with SAP S/4HANA Cloud, PE Cloud Service.

“其他扩展组件”是指非客户扩展组件的任何扩展组件，包括由 SAP 发布在 SAP 认证解决方案目录上的 SAP 认证扩展组件、ABAP 堆栈内仅限 ABAP 的扩展组件或作为 RISE with SAP S/4HANA Cloud（私有云版本）[ERP 云商务套件业务转型即服务私有云版本]云服务提供的扩展组件。

"Customer Add-on" means an Add-on developed by or on behalf of Customer without SAP's participation.

“客户扩展组件”是指未经 SAP 参与，由客户或代表客户开发的扩展组件。

"Modification" means (i) a change to the delivered source code or metadata; or (ii) any development, other than a change to the delivered source code or metadata, that customizes, enhances or changes existing functionality of the SAP Cloud Service Software including, but not limited to, the creation of any new application program interfaces, alternative user interfaces or the extension of SAP data structures; or (iii) any other change to the SAP Cloud Service Software (other than an Add-on) utilizing or incorporating any Cloud Materials. For purposes of this Cloud Service, Cloud Materials include any and all Modifications. For the avoidance of doubt, all intellectual property rights in and related to the Modifications and derivatives thereof are owned by SAP, SAP SE, their Affiliates or licensors.

“修改”是指 (i) 对已交付的源代码或元数据的变更；或 (ii) 对已交付的源代码或元数据的变更以外的任何开发，此类开发对 SAP 云服务软件的现有功能进行定制、增强或变更，包括但不限于创建任何新的应用程序接口、备

用用户接口或 SAP 数据结构的扩展；或 (iii) 运用或结合任何云材料对 SAP 云服务软件软件（扩展组件除外）进行的任何其他变更。在本云服务中，云材料包括任何及所有修改。为避免疑义，相关修改及衍生作品中所含的及相关的知识产权均归 SAP、SAP SE 及其关联企业或许可方所有。

- 2.5. **Other Customer-Provided Software.** Except as set forth in Section 2.4 above in connection with Add-ons, Customer may not use any other Customer-provided software in the Cloud Service, including on the operating system. In the event that SAP, on an exceptional basis, permits Customer to use any such Customer-provided software, each of the requirements and restrictions applicable to Add-Ons set forth in Section 2.4 above shall apply to such Customer provided software. Additionally, Customer acknowledges that additional fees may apply in connection with management and support of such Customer-provided software in the Cloud Service.

**其他客户提供的软件。**除上述第 2.4 节中有关扩展组件的规定外，客户不得在云服务中使用任何其他客户提供的软件，包括在操作系统上。如 SAP 在特殊情况下允许客户使用任何此类客户提供的软件，则上述第 2.4 节中规定的适用于扩展组件的各项要求和限制均应适用于此类客户提供的软件。此外，客户确认，在云服务中管理和支持此类客户提供的软件可能会产生额外费用。

- 2.6. **Customer Data Return.** Prior to termination or expiration of the Subscription Term, at Customer's request, SAP shall provide to Customer, within a reasonable time period in a reasonable backup media format utilized by SAP, a final export of the Customer Data stored in the RISE with SAP S/4HANA Cloud, PE System. Customer must verify the usability of this export within two weeks of receipt. In the event Customer does not provide verification within the two-week period, the exported Customer Data shall be deemed usable.

**客户数据归还。**在租用期限终止或有效期届满之前，SAP 应根据客户要求合理期限内以 SAP 使用的合理备份介质格式向客户提供存储在 RISE with SAP S/4HANA Cloud（私有云版本）[ERP 云商务套件业务转型即服务私有云版本]系统中的客户数据的最终导出文件。客户必须在收到后两（2）周内验证导出数据的可用性。若客户在两周内未提供验证，导出的客户数据应被视为可用。

- 2.7. **EU Access.** The EU Access option is not available for the Cloud Service.

**EU 访问。**EU 访问选项不适用于云服务。

- 2.8. **Additional Services.** Customer may request Additional Services, (or the SAP Services Team may request such services on Customer's behalf) through a service request on the SAP Service Request Platform. SAP will inform Customer (or Partner, if applicable) of the fees that will apply to the requested Additional Service, and Customer (or Partner, if applicable) shall confirm the purchase of such service. Any Additional Services completed by SAP will be invoiced monthly in arrears. "Additional Services" are specific tasks related to the Cloud Service systems identified in the RISE with SAP S/4HANA Cloud, private edition Roles and Responsibilities Documentation as "Additional Service."

**额外服务。**客户可通过 SAP 服务请求平台上的服务请求来请求额外服务（或 SAP 服务团队可代表客户请求此类服务）。SAP 将告知客户（或合作伙伴，若适用）适用于请求的额外服务的费用，客户（或合作伙伴，若适用）应确认购买此类服务。SAP 完成的任何额外服务均按月延后开具发票。“额外服务”是指与云服务系统相关的特定任务，见 RISE with SAP S/4HANA Cloud（私有云版本）[ERP 云商务套件业务转型即服务私有云版本]角色和责任文档中规定的额外服务。

### 3. CUSTOMER RESPONSIBILITIES

#### 客户责任

- 3.1. SAP's provision, operation and support of the Cloud Service is subject to Customer's reasonable cooperation and providing necessary information, authorizations and qualified resources for such activities. Customer authorizes SAP to set up and use an administrative user in the business client of the Cloud Service systems as

needed to provision and confirm Customer's subscribed usage and technical compliance of the Cloud Service. SAP shall be permitted to audit (at least once annually and in accordance with SAP standard procedures, which may include an on-site and/or remote audit) the Customer's use of the Cloud Service to verify compliance with Usage Metrics, volume, and the Agreement. Customer shall cooperate reasonably in the conduct of such audits.

在 SAP 交付、运营和支持云服务期间，客户需要给予合理配合，并提供此类活动所需的信息、授权和合格资源。客户授权 SAP 根据交付云服务的需要在云服务系统的业务客户端中设置和使用管理用户，并确认客户对云服务的租用使用和技术合规性。SAP 应有权对客户使用云服务的情况进行审计（至少每年一次且按照 SAP 的标准程序执行，可能包括现场和/或远程审计），检查客户是否遵守使用指标、数量和协议。对前述审计的开展，客户应给予合理配合。

- 3.2. In connection with Customer's obligations related to Customer Data under the Agreement, Customer Data includes all Customer-provided Software used in the Cloud Service environment.

根据客户在协议项下与客户数据相关的义务，客户数据包括云服务环境中使用的所有客户提供的软件。

- 3.3. Customer is responsible for the definition, documentation and execution of its business processes in the context of the Cloud Service, including, but not limited to, configuration of systems management and application and data security policies, batch processing requirements, and compliance with other governmental or regulatory requirements applicable to Customer. Customer is responsible for providing SAP necessary and sufficient documentation of its applicable processes and Customer Add-ons in order for SAP to perform its responsibilities under the Agreement.

客户应负责在云服务中，定义、记录和执行其业务流程，包括但不限于：配置系统管理及应用程序和数据安全策略、批处理要求以及遵守其他政府和法规要求。客户负责向 SAP 提供有关适用流程和客户扩展组件的充分且必要的文档，以便 SAP 履行其在协议项下的职责。

- 3.4. Customer is responsible for having upgrades and new releases of the Cloud Service Software installed. Technical installation of such upgrades and new releases is performed by SAP on request. Customer must only use a version or release of the Cloud Service Software for which software maintenance and support are current, as provided by SAP. For purposes of this provision, "current" means it is covered by Mainstream Maintenance. Unless otherwise indicated herein, Customer may not use the Cloud Service Software on any other maintenance phases, including but not limited to Extended Maintenance. Such support is provided according to the current maintenance phases of SAP software releases as described in the SAP Release and Maintenance Strategy, available at <https://support.sap.com/releasestrategy> ("Release Strategy"). Notwithstanding the foregoing, certain optional add-ons may be made available through the Extended Maintenance phase as identified and described in the Service Description Guide and the Release Strategy.

客户负责升级和更新所安装的云服务软件的新版本。SAP 应客户请求执行此类升级和更新的技术安装。客户只能使用 SAP 针对其提供当前软件维护和支持的云服务软件的版本。就本条款而言，“当前”是指处于主流维护阶段。除非本文另有说明，否则客户不得在任何其他维护阶段（包括但不限于扩展维护阶段）使用云服务软件。此类支持根据 SAP 软件版本的当前维护阶段提供，详见“SAP 版本和维护策略”：<https://support.sap.com/releasestrategy>（以下简称“版本策略”）。尽管有上述规定，某些可选扩展组件仍可通过服务说明指南和版本发布策略中规定的扩展维护阶段提供。

All Customer Add-ons, simplification and incompatibility checks must be executed by Customer. Customer is responsible for evaluating the results of such checks to ensure that implemented business processes, backend and frontend applications and integrations are running after changes to the Cloud Service Software.

所有客户扩展组件、简化和不兼容检查均须由客户来执行。客户负责评估此类检查的结果，确保在更改云服务软件后，已实施的业务流程、后端和前端应用以及集成正常运行。

If SAP is not able to perform such upgrades due to the lack of Customer's cooperation, (i) SAP's ability to provide support may be limited and SAP assumes no responsibilities for such limitations and (ii) the System Availability Service Levels in the SLA shall not apply.

如因客户不配合而导致 SAP 无法执行此类升级, (i) SAP 的支持提供能力可能受到限制, 且 SAP 不对此类限制承担任何责任, 以及 (ii) 服务水平协议中规定的系统可用性服务水平不适用。

- 3.5. Customer is responsible for the connection to the Cloud Service, including the Internet connection to the Point of Demarcation. SAP's responsibility shall not extend beyond the Point of Demarcation. Point of Demarcation means the outbound firewall (or, in case of a VPN for access, the point of connection of the SAP network to the VPN) of SAP's computing environment used to provide the Cloud Service.

客户负责连接云服务, 包括分界点的互联网连接。SAP 的责任不得超出分界点范围。“分界点”是指用于提供云服务的 SAP 计算环境的出站防火墙 (或者, 如是 VPN 访问, 则是指 SAP VPN 网络的连接点)。

- 3.6. Customer is responsible for obtaining all necessary rights from third parties required for SAP to run and host any Customer-provided software in the Cloud Service environment. Customer will, at SAP's request, provide written verification of such rights. Customer grants to SAP the nonexclusive right to use the Customer-provided software for the sole purpose of and only to the extent necessary for SAP to provide the Cloud Service.

客户负责从第三方获得 SAP 在云服务环境中运行和托管客户提供的任何软件所需的所有必要权利。客户将应 SAP 要求提供此类权利的书面证明。客户授予 SAP 使用客户提供的软件的非独占性权利, 但仅限 SAP 提供云服务之目的和必要范围内。

- 3.7. If Customer fails to fulfil any Customer obligations set forth in this Supplement, Customer agrees that such failure may result in delays and additional fees.

如客户未能履行本补充中规定的任何客户义务, 客户同意, 此类行为可能会导致延误并产生额外费用。



## Attachment 1 to

### RISE with SAP S/4HANA Cloud, private edition Supplemental Terms and Conditions

#### RISE with SAP S/4HANA Cloud (私有云版本) [ERP 云商务套件业务转型即服务私有云版本]补充条款和条件之附件 1

### Support Services

#### 支持服务

This Attachment sets forth the support services provided in addition to the support services of SAP Enterprise Support, cloud editions in the Support Policy for SAP Cloud Services under the Agreement. This Attachment does not apply to Cloud Features.

本附件列出了除了本协议项下 SAP 云服务的支持政策中的 SAP Enterprise Support[企业支持]的云版本支持服务之外提供的支持服务。本附件不适用于云功能。

#### 1. SCOPE OF ADDITIONAL SUPPORT SERVICES.

##### 附加支持服务范围。

SAP additional support services apply to the Enterprise Support Solutions, and such additional support services currently include the items set forth in this Section 1.

SAP 附加支持服务适用于 SAP Enterprise Support [企业支持]解决方案，而此类附加支持服务目前包括本节（第 1 节）中列出的项目。

##### 1.1. Continuous Improvement and Innovation

持续完善和创新

##### 1.1.1. SAP may make available ABAP source code for SAP software applications included in Enterprise Support Solutions (excluding third-party software) and additionally released and supported function modules.

SAP 可以为 SAP Enterprise Support[企业支持]解决方案（不包括第三方软件）中包含的 SAP 软件应用程序以及额外发布和支持的功能模块提供 ABAP 源代码。

##### 1.1.2. Software change management, such as changed configuration settings or Enterprise Support Solutions software upgrades, is supported, for example, with content, tools and information material.

比如利用内容、工具和资料支持变更配置设置或 SAP Enterprise Support[企业支持]解决方案软件升级等软件变更管理。

##### 1.2. Global Support Backbone

全球支持中枢

##### 1.2.1. SAP Notes on SAP's Customer Support Website document software malfunctions and contain information on how to remedy, avoid and bypass errors. SAP Notes may contain coding corrections. SAP Notes also document related issues, customer questions, and recommended solutions (e.g. customizing settings).

SAP 客户支持网站上的 SAP Notes 用于记录软件故障，包含有关如何修正、避免和规避错误的信息。SAP Notes 可能包含编码修正。SAP Notes 还可记录相关问题、客户问题以及建议的解决方案（如定制设置）。

##### 1.2.2. SAP Note Assistant, a tool to install specific corrections and improvements to SAP components, is included.

用于安装 SAP 组件特定修正和改进的工具 SAP 注释助手也包含在内。

### 1.3. Mission Critical Support

#### 任务关键支持

For Customer custom code built with the SAP development workbench, SAP provides mission-critical support root-cause analysis (Root Cause Analysis for Custom Code), according to the Global Incident Handling process and response levels for priority “very high” and priority “high” incidents as set forth in section 4 (Customer Response Levels) of the Support Policy for SAP Cloud Services. If the Customer custom code is documented according to SAP’s then-current standards (for details see <http://support.sap.com/supportstandards>), SAP may provide guidance to assist Customer in issue resolution.

根据 SAP 云服务的支持政策第 4 节（客户响应等级）对“非常高”和“高”优先级事件的全球事件处理流程和响应等级的规定，对于利用 SAP 开发工作台构建的自定义代码，SAP 应提供任务关键支持根本原因分析（自定义代码根本原因分析）。如客户的自定义代码符合 SAP 届时的标准（详情请参见 <http://support.sap.com/supportstandards>），则 SAP 可提供相应指导以帮助客户解决问题。

### 1.4. SAP Application Lifecycle Management

#### SAP 应用程序生命周期管理

- 1.4.1. Subject to Customer’s purchase of one of the SAP Solution Manager for SAP S/4HANA Cloud, private edition add-ons, Customer may access and use SAP Solution Manager Enterprise Edition (and any successor to SAP Solution Manager Enterprise Edition provided hereunder) during the Subscription Term solely for the following purposes under SAP Enterprise Support, cloud editions: (i) delivery of SAP Enterprise Support, cloud editions, and (ii) application lifecycle management for Enterprise Support Solutions and other SAP cloud or on-premise solutions for which Customer has a current support agreement with SAP. Such application lifecycle management is limited solely to the following purposes:

若客户购买其中一个面向 SAP S/4HANA Cloud（私有云版本）扩展组件的 SAP Solution Manager [面向 ERP 云商务套件私有云版本的解决方案管理器]，客户在租用期限内可以仅出于与 SAP Enterprise Support [企业支持]的云版本相关的以下目的，访问和使用 SAP Solution Manager（企业版）[解决方案管理器企业版]（和在本协议项下提供的任何 SAP Solution Manager（企业版）[解决方案管理器企业版]后续版本）：(i) 交付 SAP Enterprise Support [企业支持]的云版本；以及 (ii) 面向 SAP Enterprise Support [企业支持]解决方案以及客户具有有效 SAP 支持协议的 SAP 云或本地部署解决方案的应用程序生命周期管理。前述应用程序生命周期管理仅限于以下目的：

- i. implementation, configuration, testing, operations, continuous improvement and diagnostics;  
执行、配置、测试、运行、持续改进和诊断；
- ii. incident management (service desk), problem management and change request management as enabled using SAP CRM technology integrated in SAP Solution Manager Enterprise Edition (Customer does not require a separate package license to SAP CRM);  
通过使用 SAP Solution Manager（企业版）[解决方案管理器企业版]中集成的 SAP CRM 技术进行事件管理（服务台）、问题管理和变更请求管理（客户不需要单独的 SAP CRM 软件包许可）；
- iii. mobile application lifecycle management scenarios using SAP NetWeaver Gateway (or equivalent technology) integrated in SAP Solution Manager Enterprise Edition;  
使用 SAP Solution Manager（企业版）[解决方案管理器企业版]中集成的 SAP Gateway [网关]（或同等技术）的移动应用生命周期管理方案；
- iv. management of application lifecycle management projects for Customer IT Solutions using the project management functionality of SAP Project and Portfolio Management integrated in SAP Solution Manager

Enterprise Edition. (However, the portfolio management functionality of SAP Project and Portfolio Management is not in scope of SAP Solution Manager Enterprise Edition and will need to be licensed separately by Customer); and

使用 SAP Solution Manager (企业版) [解决方案管理器企业版]中集成的 SAP Project and Portfolio Management [项目和组合管理]的项目管理功能管理客户 IT 解决方案的应用程序生命周期管理项目。(但是, SAP Project and Portfolio Management[项目和组合管理]的组合管理功能不在 SAP Solution Manager (企业版) [解决方案管理器企业版]的范围内, 需要由客户另行取得许可。)

- v. administration, monitoring, reporting and business intelligence as enabled using SAP NetWeaver technology integrated in SAP Solution Manager Enterprise Edition. Business intelligence may also be performed provided the appropriate SAP BI software is licensed by Customer as part of the Enterprise Support Solutions.

通过使用 SAP Solution Manager (企业版) [解决方案管理器企业版]中所集成的 SAP NetWeaver 技术进行管理、监控、报告和商业智能分析。如客户获得了作为 SAP Enterprise Support[企业支持]解决方案一部分的相应 SAP BI 软件许可, 也可以执行商业智能分析。

- 1.4.2. SAP Solution Manager Enterprise Edition may not be used for purposes other than those stated above. Without limiting the foregoing restriction, Customer shall especially without limitation not use SAP Solution Manager Enterprise Edition for:

不得出于上述目的以外的其他目的使用 SAP Solution Manager (企业版) [解决方案管理器企业版]。除以上各项限制外, 客户不得将 SAP Solution Manager (企业版) [解决方案管理器企业版]用于:

- i. CRM scenarios such as opportunity management, lead management, or trade promotion management except as CRM scenarios are expressly stated in Section 1.4.1;  
业务机会管理、销售线索管理或贸易促销管理等 CRM 场景, 但第 1.4.1 节中明确规定的 CRM 场景除外;
- ii. SAP NetWeaver usage types other than those stated above;  
除上述类型外的 SAP NetWeaver 使用类型;
- iii. application lifecycle management and in particular incident management (service desk) except for Customer IT Solutions;  
应用程序生命周期管理, 特别是除客户 IT 解决方案以外的事件管理 (服务台);
- iv. non-IT shared services capabilities, including without limitation HR, Finance or Procurement;  
非 IT 共享服务功能, 包括但不限于 HR、财务或采购;
- v. SAP Project and Portfolio Management including but not limited to portfolio management or project management other than management of application lifecycle management projects as described above in Section 1.4.1; or  
SAP Project and Portfolio Management [项目和组合管理], 包括但不限于组合管理或项目管理, 除了上文第 1.4.1 节中所述的应用程序生命周期管理项目的管理; 或
- vi. SAP NetWeaver Gateway, except for the mobile application lifecycle management scenarios within the scope described above in Section 1.4.1.  
SAP Gateway [网关], 第 1.4.1 节中所述范围内的移动应用生命周期管理方案除外。

- 1.4.3. SAP in its sole discretion may update from time to time on SAP's Customer Support Website under <http://support.sap.com/solutionmanager> the use cases for SAP Solution Manager Enterprise Edition under this Section 1.4.

SAP 可自行决定在 SAP 客户支持网站（网址：<http://support.sap.com/solutionmanager>）上随时更新第 1.4 节所述的 SAP Solution Manager（企业版）[解决方案管理器企业版]使用案例。

- 1.4.4. SAP Solution Manager Enterprise Edition shall only be used during the term of the Agreement subject to the rights set forth herein and exclusively for Customer's SAP-related support purposes in support of Customer's internal business operations. The right to use any SAP Solution Manager Enterprise Edition capabilities under this Attachment 1 other than those listed above is subject to a separate written agreement with SAP, even if such capabilities are accessible through or related to SAP Solution Manager Enterprise Edition. Customer shall be entitled to allow any of its employees to use web self-services in the SAP Solution Manager Enterprise Edition during the term of the Agreement such as creating support tickets, requesting support ticket status, ticket confirmation and change approvals directly related to Customer IT Solutions.

SAP Solution Manager（企业版）[解决方案管理器企业版]仅限于根据本协议中规定的权利在本协议期限内使用，并且仅用于客户与 SAP 相关的支持目的，以支持客户的内部业务运营。要有权使用附件 1 下的 SAP Solution Manager（企业版）[解决方案管理器企业版]除上述功能外的其他功能，必须与 SAP 另行签订一份书面协议，即便这些功能可通过 SAP Solution Manager（企业版）[解决方案管理器企业版]获得或者与之相关也不例外。客户应有权在本协议期限内，允许其任何员工使用 SAP Solution Manager（企业版）[解决方案管理器企业版]中的网络自助服务，例如，创建支持消息、请求支持消息状态、消息确认等，以及更改与客户 IT 解决方案直接相关的审批。

- 1.4.5. Use of SAP Solution Manager Enterprise Edition may not be offered by Customer as a service to third parties; provided, third parties authorized to access Cloud Services under the Agreement may have access to SAP Solution Manager Enterprise Edition solely for SAP-related support purposes in support of Customer's internal business operations under and in accordance with the terms of the Agreement and this Attachment 1.

客户不得将 SAP Solution Manager（企业版）[解决方案管理器企业版]的使用以服务的形式提供给第三方；除非被授权访问协议项下云服务的第三方，可仅出于 SAP 相关支持的目的，为支持被许可方内部业务运营根据协议和本附件 1 的条款访问 SAP Solution Manager（企业版）[解决方案管理器企业版]。

- 1.5. **Other Components, Methodologies, and Content.** Support as described in this Appendix also includes:

**其他组件、方法和内容。** 本附录所述的支持还包括：

- 1.5.1. Process descriptions and process content that may be used as pre-configured test templates and test cases via the SAP Solution Manager Enterprise Edition. In addition, the SAP Solution Manager Enterprise Edition assists Customer's testing activities.

可通过 SAP Solution Manager（企业版）[解决方案管理器企业版]用作预配置测试模板和测试用例的流程说明和流程内容。此外，SAP Solution Manager（企业版）[解决方案管理器企业版]还可以协助客户开展测试活动。

- 1.5.2. Tools and content for SAP Application Lifecycle Management (shipped via SAP Solution Manager Enterprise Edition and/or the Enterprise Support Solutions and/or the applicable Documentation for Enterprise Support Solutions and/or SAP's Customer Support Website) to help increase efficiency:

借助 SAP 应用程序生命周期管理的工具和内容（通过 SAP Solution Manager（企业版）[解决方案管理器企业版]和/或 SAP Enterprise Support[企业支持]解决方案和/或 SAP Enterprise Support[企业支持]解决方案适用文档和/或 SAP 客户支持网站交付），提高效率：

- i. Tools for implementation, configuration, testing, operations and system administration.

用于实施、配置、测试、运行和系统管理的工具。

- ii. Best practices, guidelines, methodologies, process descriptions and process content. This content supports the usage of the tools for SAP Application Lifecycle Management.

最佳实践、指南、方法、流程说明和流程内容。本内容支持使用 SAP 应用程序生命周期管理工具。

**2. CAPITALIZED TERMS.**

术语。

Below are further explanations of the capitalized terms used above complementing section 6 (Capitalized Terms) of the Support Policy for SAP Cloud Services:

以下是上文所用术语的进一步解释，对 SAP 云服务支持政策第 6 节（术语）加以补充：

<p>“Customer Solution(s)” “客户解决方案”</p>	<p>shall mean Enterprise Support Solutions and any other software subscribed or licensed by Customer from third parties and included in the Customer’s RISE with SAP S/4HANA Cloud, PE environment. 是指客户从第三方租用或获得许可并包含在客户的 RISE with SAP S/4HANA Cloud（私有云版本）[ERP 云商务套件业务转型即服务私有云版本]环境中的 SAP Enterprise Support [企业支持]解决方案和任何其他软件。</p>
<p>“Customer IT Solution(s)” “客户 IT 解决方案”</p>	<p>shall mean Customer Solution(s) and hardware systems supported by Customer’s IT team. 是指客户 IT 团队支持的客户解决方案和硬件系统。</p>
<p>“Enterprise Support Solutions” “SAP Enterprise Support[企业支持]解决方案”</p>	<p>shall mean all Cloud Service Software excluding software to which special support agreements apply exclusively. 是指所有云服务软件，不包括专门适用特殊支持协议的软件。</p>
<p>“SAP’s Customer Support Website” “SAP 客户支持网站”</p>	<p>shall mean SAP Support Portal at <a href="https://support.sap.com">https://support.sap.com</a> 是指 SAP Support Portal[支持门户]：<a href="https://support.sap.com">https://support.sap.com</a></p>

- 3. **NON-COMPLIANT USE.** For avoidance of doubt, support services and Mainstream Maintenance (or where applicable, Extended Maintenance) elements provided under this Agreement are solely for the Cloud Service Software and must not be used to support any other SAP products or third-party solutions. Customer acknowledges that if Customer uses any such elements for other SAP products or third-party solutions without a separate valid SAP support agreement for such products, SAP will invoice Customer the applicable accrued fees associated with such time period of use plus a reinstatement fee for support for such products.

违规使用。为避免疑义，本协议项下提供的支持服务和主流维护（或扩展维护，若适用）要素仅适用于云服务软件，不得用于支持任何其他SAP产品或第三方解决方案。客户确认，如客户针对其他SAP产品或第三方解决方案使用任何此类要素，但未针对此类产品另行签订有效的SAP支持协议，则SAP应向客户开具发票，收取与此类使用期间相关的适用应计费用以及此类产品支持的恢复费用。