SAP ARIBA AND FIELDGLASS CLOUD SERVICES
SAP Ariba [采购云]和 SAP Fieldglass [劳动力管理]云服务
SUPPLEMENTAL TERMS AND CONDITIONS
补充条款和条件

This Supplement is part of an Agreement for SAP products and services between SAP and Customer and applies to the SAP Ariba and Fieldglass Cloud Services for which Customer is subscribed as set forth herein (the "**Cloud Service**"). Capitalized terms used in this Supplement but not defined herein have the meanings assigned to them in the applicable Order Form or Documentation. Unless an alternate Supplemental Terms and Conditions document is referenced in the applicable Cloud Service Order Form, this Supplement applies to all SAP Ariba and Fieldglass Cloud Services as set forth herein whether or not referred to specifically in this Supplement.

本补充是 SAP 与客户就 SAP 产品和服务达成的协议的一部分，适用于本补充所述的客户租用的 SAP Ariba [采购云]和 SAP Fieldglass [劳动力管理]云服务（以下简称"**云服务**"）。本补充使用的但未定义的术语应适用相关订购单或文档中对其赋予的含义。除非适用云服务订购单中提及其他补充条款和条件文档，否则本补充适用于本协议所述的所有 SAP Ariba [采购云]和 SAP Fieldglass [劳动力管理]云服务，无论这些云服务是否在本补充中具体提及。

PART 1 – SUPPLEMENTAL TERMS APPLICABLE TO ARIBA AND FIELDGLASS CLOUD SERVICES

第 1 部分：适用于 SAP Ariba [采购云]和 SAP Fieldglass [劳动力管理]云服务的补充条款

1. **CONSULTING SERVICES**

   咨询服务

Customer's initial subscription to each Cloud Service includes a standard Consulting Service package for the initial deployment of the Cloud Service, as applicable[1]. Such Consulting Service packages are not included with any additional, replacement, or renewal order of a Cloud Service to which Customer is already subscribed unless otherwise provided in the Order Form.

客户对每个云服务的初始租用包括用于云服务初始部署的标准咨询服务包（如适用）[1]。除非订购单中另有规定，否则此类咨询服务包不包含在客户已租用的云服务的任何其他附加、替换或续租订单中。

Standard Consulting Services for the initial deployment of applicable Cloud Services subscribed to in an Order Form between SAP and Customer referencing this Supplement are described in the deployment descriptions made available online by SAP, or as provided by SAP upon request. SAP provides these deployment services for the period stated in the deployment descriptions or applicable exhibit(s) or, if no period is stated, then for

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[1] The following Cloud Service subscriptions do not include a standard Consulting Service package for the initial deployment of the Cloud Service: SAP Ariba Buying, additional site add on; SAP Ariba Buying and Invoicing, additional site add on; Buyer Membership (open adapter); Invoice Conversion Services; Services Invoicing for Brazil; Ariba Network, tax invoicing for Mexico; Ariba Network, tax invoicing for Chile; SAP Ariba Strategic Sourcing, supplemental site add-on; SAP Ariba Procurement, supplemental site add-on; SAP Signature Management by DocuSign; SAP Signature Management by DocuSign, Fieldglass; SAP Fieldglass Contingent Workforce Management (Trans); SAP Fieldglass Services Procurement (Trans)

以下云服务租用不包括针对云服务初始部署的标准咨询服务包：SAP Ariba Buying，附加站点扩展组件[采购执行附加站点扩展组件]；SAP Ariba Buying and Invoicing，附加站点扩展组件[采购到发票管理附加站点扩展组件]；买方成员资格（开放适配器）；发票转换服务；SAP Ariba Services Invoicing for Brazil [面向巴西的服务开票]；Ariba Network 面向墨西哥的税务开票扩展组件[全球商业网络面向墨西哥的税务开票扩展组件]；Ariba Network 面向智利的税务开票扩展组件[全球商业网络面向智利的税务开票扩展组件]；SAP Ariba Strategic Sourcing，补充站点扩展组件[战略寻源补充站点扩展组件]；SAP Ariba Procurement，补充站点扩展组件[采购补充站点扩展组件]；SAP Signature Management by DocuSign [签名管理]；SAP Signature Management by DocuSign，SAP Fieldglass 解决方案选项[签名管理 SAP Fieldglass 解决方案选项]；SAP Fieldglass Contingent Workforce Management [临时员工管理]（交易）；SAP Fieldglass Services Procurement [服务采购]（交易）。

the initial Subscription Term. Any included deployment services, or other Consulting Services included in a Cloud Service Order Form between SAP and Customer referencing this Supplement, shall be deemed part of the Cloud Service for the purposes of the Cloud Service conformity and skill warranty in the GTC. The standard Consulting Service package included in Customer's initial subscription to each applicable Cloud Services expressly excludes any custom integration services or other custom development effort. Customer may purchase additional Consulting Services beyond the scope identified in the deployment description(s) for the initial deployment subscribed to Cloud Services by entering into a separate mutually agreeable written services order form or statement of work with SAP. Customer will reimburse SAP for all appropriately documented travel and related expenses incurred by SAP in performing any Consulting Services.

针对 SAP 与客户之间签署的引用本补充的订购单中租用的适用云服务初始部署的标准咨询服务已在 SAP 在线提供或根据请求提供的部署说明中详细介绍。SAP 在部署说明或相关附件规定的期间内提供这些部署服务；如未规定任何期间，则在初始租用期限内提供。为确保遵守 GTC 中规定的云服务一致性和技能保证，任何包含的部署服务或 SAP 和客户之间签署的引用本补充的云服务订购单中包含的其他咨询服务应被视为云服务的一部分。客户初始租用的每个适用云服务中包含的标准咨询服务包明确排除任何自定义集成服务或其他自定义开发工作。客户可以通过单独与 SAP 签订双方同意的书面服务订购单或工作说明书，购买超出针对租用的云服务初始部署的部署说明中所述范围的额外咨询服务。客户将为 SAP 报销 SAP 在执行任何咨询服务时产生的全部有记录可寻的适当差旅和相关费用。

2. **DATA**

数据

For clarity, this Section 2 shall be deemed an SAP Policy. Customer may not, and shall ensure its Authorized Users do not, submit the following types of information to the Cloud Service or solicit this information from trading partners: (i) non-public government identification numbers or financial account numbers associated with individual persons (e.g. U.S. Social Security numbers, national insurance numbers, driver's license numbers, or personal credit card or banking account numbers), (ii) medical records or health care claim information associated with individuals, including claims for payment or reimbursement for any type of medical care for an individual, (iii) information regulated under the International Traffic in Arms Regulations, (iv) without the express written consent of SAP, technical data restricted under U.S. or German law for export purposes, and (v) data designated as "Sensitive" or "Special Category" or the like requiring extra protective measures under the applicable Data Protection Law (as defined in the Data Processing Agreement). All Customer Data shall be considered Customer Confidential Information, provided, nothing in this Agreement shall restrict SAP from freely using, reproducing, sharing, incorporating, exploiting and/or otherwise commercializing any feedback shared by Customer in any form for any purpose.

为明确起见，本节（第 2 节）应视为一项 SAP 政策。客户不得且应确保其授权用户不得向云服务提交以下类型的信息或从贸易伙伴处收集以下信息：(i) 非公开的个人身份证号或财务账号（如美国社会安全号码、国家社会保险号、驾驶证号、个人信用卡号或银行账号），(ii) 个人的医疗记录或医疗保健申请信息，包括任何类型的个人医疗保健的付费和报销的申请；(iii) 依据国际武器贸易条例管制的信息，(iv) 未经 SAP 明确书面同意，为出口目的而受美国或德国法律限制的技术数据，和 (v) 适用数据保护法指定为"敏感"或"特殊类别"或类似需要采取额外保护措施的数据（见数据处理协议中的定义）。所有客户数据均应视为客户保密信息，但本协议中的任何内容均不得限制 SAP 以任何形式出于任何目的自由使用、复制、共享、合并、利用和/或以其他方式商业化客户共享的任何反馈信息。

3. **AGGREGATED USAGE**

使用总数

Where any Cloud Service is identified or marked in the Order Form as an 'aggregated' Usage Metric Limit over the Subscription Term (or 2 or more years thereof), SAP has agreed to an aggregated Usage Metric for the particular Cloud Service over the initial Subscription Term only. There is no discount, reduction, refund or credit if the Usage Metric Limit is not utilised in any year or over the Subscription Term. For any twelve (12) month renewal, the applicable Usage Metric Limit for the Cloud Service shall be annualised (subject always to excess use as provided in the Order Form) for the Renewal Term, unless otherwise agreed in a signed writing with SAP. The Annualised Usage Metric Limits may be set out in the Order Form as a reference.

如在订购单中规定或标明租用期（或两年或更多年）内的云服务使用指标总数限制，则 SAP 同意仅针对初始租用期限内的特定云服务的使用指标总数。如未在任何年份或租用期间消耗使用指标限制，不提供折扣、削减、退款或抵免。对于任何十二（12）个月的续租，针对云服务的适用使用指标限制应就续租期按年计算（如订购单中规定超额使用），除非与 SAP 另行达成书面约定。按年计算的使用指标限制在订购单中规定，以供参考。

4. LIMITED AVAILABILITY OF SELECT FEATURES

选定功能的限制使用

From time to time, subject to the requirements presented by SAP at the time, Customer may elect to participate in a limited availability program enabling use of a new feature for the Cloud Service prior to general production availability. SAP may elect at its own discretion to remove any limited availability feature from use and/or not release it into the Cloud Service.

客户可根据 SAP 届时列出的要求，不定期选择参与限制使用计划，在云服务的新功能投入广泛生产性使用之前使用这些功能。SAP 可自主选择从云服务中删除任何限制使用功能以及/或者不将该功能发布到云服务中。

PART 2 – SUPPLEMENTAL TERMS APPLICABLE TO FIELDGLASS CLOUD SERVICES ONLY

第 2 部分：仅适用于 SAP Fieldglass [劳动力管理]云服务的补充条款

1. USAGE METRICS

使用指标

Usage Metrics for the SAP Fieldglass Cloud Services, to the extent referenced in the Order Form, are defined as follows:

SAP Fieldglass [劳动力管理]云服务的使用指标在订购单中引用的范围内定义如下：

1.1. **"Spend"** has different meanings depending upon the specific SAP Fieldglass Cloud Service to which it is applied: (i) For (a) SAP Fieldglass Contingent Workforce Management, (b) SAP Fieldglass Contingent Workforce Management, edition for SAP ERP, (c) SAP Fieldglass Assignment Management, and (d) SAP Fieldglass Assignment Management, edition for SAP ERP: the total monetary amount of Customer's transactions captured on approved time sheets or approved service receipts processed through the Cloud Service; (ii) For (a) SAP Fieldglass Services Procurement and (b) SAP Fieldglass Services Procurement, edition for SAP ERP: the total monetary amount of Customer's transactions captured on approved payment term or statement of work invoices (or similar fixed cost objects).

"开支"在适用该术语的特定 SAP Fieldglass [劳动力管理]云服务中具有不同含义：(i) 对于 (a) SAP Fieldglass Contingent Workforce Management [临时员工管理]，(b) SAP Fieldglass Contingent Workforce Management（SAP ERP 版）[临时员工管理 SAP ERP 版]，(c) SAP Fieldglass Assignment Management [分配管理]，以及 (d) SAP Fieldglass Assignment Management（SAP ERP 版）[分配管理 SAP ERP 版]，"开支"是指在通过云服务处理的已批准工时单或已批准服务收据中捕获的客户交易总金额；(ii) 对于 (a) SAP Fieldglass Services Procurement [服务采购]和（b）SAP Fieldglass Services Procurement（SAP ERP 版）[服务采购 SAP ERP 版]，"开支"是指在批准的付款期限或工作说明书发票（或类似的固定成本对象）中捕获的客户交易总金额。

Unless otherwise necessary to determine usage volume, "Spend" is captured in the month associated timesheets or payment term/statement of work invoices are approved in the Cloud Service and are adjusted by credit and debit memos in the month such memos are approved in the Cloud Service.

除非确定使用量所需，否则在相关月份工时单或付款期限/工作说明书发票中捕获的"开支"在云服务中批准，并在云服务中批准此类凭证的月份中，通过贷项和借项凭证进行调整。

1.2. "**Monitored Individuals**" means unique individuals being managed by the Cloud Service or who use the reporting console of the Cloud Service. This metric may also be referred to as "Worker Profile". For purposes of clarity, this Usage Metric is a monthly allotment, unless otherwise specified in the Order Form.

"受监控的个人"是指由云服务管理或使用云服务报告控制台的唯一个人。该指标也可称为"员工档案"。为避免疑义，除非订购单中另有规定，否则本使用指标按月分配。

2. **CLOUD SERVICE DESCRIPTION**

云服务说明

Customer has subscribed to one or more of the Cloud Services described below in an Order Form referencing this Supplement.

客户已通过引用本补充的订购单租用以下一个或多个云服务。

2.1. **SAP Fieldglass Contingent Workforce Management.** SAP Fieldglass Contingent Workforce Management provides functionality for the procurement, engagement, and payment of contingent labor (e.g. job postings, approvals, candidate submissions, onboarding, off-boarding, invoices, and worker evaluations).

SAP Fieldglass Contingent Workforce Management [临时员工管理]。SAP Fieldglass Contingent Workforce Management [临时员工管理]提供临时员工的招聘、聘用和工资支付功能（例如，职位招聘、批准、应聘者简历提交、入职、离职、发票和员工评估）。

2.2. **SAP Fieldglass Assignment Management**. SAP Fieldglass Assignment Management provide functionality to track external resources for assignment to one or multiple projects, collect and process a resource's time, and allocate time to cost objects to support invoicing.

SAP Fieldglass Assignment Management [分配管理]。 SAP Fieldglass Assignment Management [分配管理]提供相关功能，用于跟踪分配给一个或多个项目的外部资源，收集并处理资源的时间，以及为支持开票而将时间分配给成本对象。

2.3. **SAP Fieldglass Services Procurement.** SAP Fieldglass Services Procurement provides functionality for the procurement, engagement, and payment of services providers (e.g. project requisitions, vendor responses, on-boarding, off-boarding, invoicing, and project evaluation).

SAP Fieldglass Services Procurement [服务采购]。SAP Fieldglass Services Procurement [服务采购]提供服务提供者的招聘、聘用和工资支付功能（例如，项目申请、供应商响应、入职、离职、开票和项目评估）。

2.4. **SAP Fieldglass Worker Profile Management.** SAP Fieldglass Worker Profile Management allows Customers to track and manage all non-traditional workers who have no time sheet activity and are not otherwise tied to a job posting or SOW in the Cloud Service for headcount, reporting and onboarding/offboarding tasks.

SAP Fieldglass Worker Profile Management [员工档案管理]。SAP Fieldglass Worker Profile Management [员工档案管理]支持客户跟踪和管理所有非传统员工，此类员工没有工时活动且未与云服务中的职位招聘或 SOW 相关联，无法执行人员编制、报告和入职/离职任务。

2.5. **SAP Fieldglass SOW Worker and Documentation Tracking.** SAP Fieldglass SOW Worker and Documentation Tracking allows Customers to track and manage all nontraditional workers who have no time sheet activity and are not otherwise tied to a job posting or SOW in the Cloud Service for headcount, reporting and onboarding/offboarding and document tracking. It does not provide customers with the ability to track the financial management of services procurement such deliverables, fees, time sheets, expense sheets, or invoices.

SAP Fieldglass SOW Worker and Documentation Tracking [工作说明书员工和文档跟踪]。SAP Fieldglass SOW Worker and Documentation Tracking [工作说明书员工和文档跟踪]支持客户跟踪和管理所有非传统员工，此类员工没有工时活动且未与云服务中的职位招聘或工作说明书相关联，无法执行人员编制、报告和入职/离职和文档跟踪。该解决方案无法帮助客户跟踪服务采购的财务管理情况，如可交付成果、费用、时间表，费用表或发票。

3. **SUPPORT**

支持

Support for the Cloud Service is provided in accordance with the Support Policy for SAP Cloud Services referenced in the Order Form. The support levels available for SAP Fieldglass are SAP Enterprise Support or Preferred Success. Preferred Care is not available. SAP Fieldglass Enterprise Support provides support for general questions, system navigation inquiries, general troubleshooting issues and P1 escalation

management. In addition, SAP Fieldglass Enterprise Support provides release updates, high level program consultation, standard release notes and general product roadmap updates.

依据订购单中引用的 SAP 云服务支持策略提供对云服务的支持。SAP Fieldglass [劳动力管理]可用的支持级别是 SAP Enterprise Support [企业支持]或 SAP Preferred Success [首选成功]。SAP Preferred Success [首选成功]不可用。SAP Fieldglass [劳动力管理]解决方案的 SAP Enterprise Support [企业支持]为常见问题、系统导航查询、常见故障排除问题和 P1 上报管理提供支持。此外，SAP Fieldglass [劳动力管理]解决方案的 SAP Enterprise Support [企业支持]还提供版本更新、高级项目咨询、标准版本说明和一般产品路线图更新服务。

4. SUPPLIER TERMS

供应商条款

Prior to accessing the Cloud Service, Suppliers will be required to: (i) register through the Cloud Service; (ii) enter an agreement with SAP; and, if applicable, (iii) become enabled, subject to the applicable terms of use, on the regional network designated by SAP for routing documents between Customer and Suppliers. "Supplier" means a worker or agency engaged by Customer through the Cloud Service.

供应商须在访问云服务之前：(i)通过云服务进行注册；(ii) 与 SAP 签订协议；和 (iii) 在适用的情况下，依据适用的使用条款，在 SAP 指定的区域网络上激活，以便在客户和供应商之间传送文档。"供应商"是指客户通过云服务聘请的员工或代理机构。

PART 3 – SUPPLEMENTAL TERMS APPLICABLE TO ARIBA CLOUD SERVICES ONLY

第 3 部分：仅适用于 SAP Ariba [采购云]云服务的补充条款

1. ARIBA SOLUTION DESCRIPTION GUIDE

ARIBA 解决方案说明指南

The technology features included in each SAP Ariba Cloud Service are listed in the SAP Ariba Solution Description Guide (as updated from time to time).

每个 SAP Ariba [采购云]云服务包含的技术功能详见 SAP Ariba [采购云]解决方案说明指南（会不时更新）。

2. SAP ARIBA PAYABLES

SAP PAY [支付管理]

The SAP Ariba Payables (including the payment, supply chain finance, and discounting services) Cloud Service have regional limitations, may require agreements with third party service providers, and are subject additionally to the SAP Ariba Payables Supplemental Terms and Conditions found here: www.sap.com/agreements-cloud-supplement-ariba-payables (as updated from time to time).

SAP Pay [支付管理]（包括付款、供应链财务和折扣服务）云服务有地区限制，可能需要与第三方服务提供商签订协议，并且还受到位于以下网址的 SAP Pay [支付管理]补充条款和条件的约束：www.sap.com/agreements-cloud-supplement-ariba-payables （会不时更新）。

3. ARIBA USAGE METRICS.

SAP ARIBA [采购云]使用指标。

The Usage Metrics applicable to the Ariba Cloud Services are defined below.

适用于 SAP Ariba [采购云]云服务的使用指标定义如下。

3.1. **"Document(s)"** mean uniquely identified objects processed by the Cloud Service in a contract year.

"凭证"是指在一个合同年内由云服务处理的唯一识别对象。

3.2. **"Spend"** has different meanings depending upon the specific Cloud Service to which it is applied: (i) For each Procurement Package: the total monetary amount of all purchase orders and non-po invoices processed by Customer through the Procurement Package in the applicable Subscription Term; excluding the monetary

amount of transactions originating from any SAP Fieldglass cloud service and/or the SAP Ariba Spot Buy Feature during such Subscription Term; (ii) For SAP Ariba Catalog: the total monetary amount of Customer's transactions in the applicable Subscription Term captured through the SAP Ariba Catalog Cloud Service's "*submitted shopping cart*" message protocol; (iii) For SAP Ariba Supply Chain Collaboration for Buyers: the total monetary amount of transactions processed by Customer through the Cloud Service in the applicable Subscription Term using the solution capabilities calculated by adding the total monetary amount of any purchase orders and/or non-PO/SAR-based invoices received by or through the Ariba Network™ using the Cloud Service. (iv) For SAP Ariba Spend Analysis: "**Spend**" or "**Spend Data**" mean each twelve (12) month set of accounts payable, travel & expense, and/or purchasing card data from Customer provided to SAP for data enrichment processing through the Cloud Service, including transaction data and data identifying Customer's suppliers. (v) For SAP Ariba Payables Cloud Service: the meaning is set out in the SAP Ariba Payables Supplemental Terms and Conditions. (vi) For SAP Ariba Discount Management: the total monetary amount processed by Customer for payment term analysis-and-discounting but not processed for payments processed through the Cloud Service during the applicable Subscription Period. **"Procurement Package"** means the Cloud Services in the SAP Ariba Procurement portfolio focused on creation, approvals and processing of purchase orders and requisitions. The SAP Ariba Sourcing and Procurement Bundle is considered a "Procurement Package."

"开支"在适用该术语的特定云服务中具有不同含义：(i) 对于各项采购包："开支"是指客户在相应租用期限内，通过采购包处理的所有采购订单和非 PO 发票的总金额，但不包括 SAP Fieldglass 的任何云服务和/或现货采购功能在此租用期限内产生的交易金额；(ii) 对于 SAP Ariba Catalog [目录管理]："开支"是指在相应租用期限内，通过 SAP Ariba Catalog [目录管理]云服务的"*已提交购物车*"消息协议捕获的客户交易总金额；(iii) 对于 SAP Ariba Supply Chain Collaboration for Buyers [供应链协同管理]："开支"是指客户在相应租用期限内，通过云服务处理的交易的总金额，按其使用云服务通过或经由 Ariba Network [全球商业网络]传输或接收的任何采购订单和/或非 PO/SAR 发票的总金额累加计算而得。(iv) 对于 SAP Ariba Spend Analysis [支出分析]："开支"或"开支数据"是指客户提供给 SAP 以便通过云服务进行数据丰富处理的、在每十二（12）个月期间内产生的一系列应付账款数据、差旅费用数据和/或采购卡数据，其中包括交易数据以及识别客户供应商的数据。(v) 对于 SAP Pay [支付管理]云服务："开支"的含义在 SAP Pay [支付管理]补充条款和条件中进行了规定。(vi) 对于 SAP Ariba Discount Management [折扣管理]："开支"是指在相应的租用期内客户通过折扣组件进行付款条件分析和折扣确定但未在该租用期内通过云服务进行付款处理的总金额。"采购包"是指 SAP Ariba Procurement [采购]产品组合中的云服务，旨在创建、审批和处理采购订单与采购申请。SAP Ariba 寻源和采购捆绑包应视为"采购包"。

3.3. **"Supplier"** means a vendor from which Customer acquires goods or services for its own account using the Cloud Service.

"供应商"是指客户使用云服务从其处为自身购买商品或服务的供应商。

3.4. "**User**" means individuals authorized to access the Cloud Service, excluding individuals who are only Team Members. The User Usage Metric is not measured as an aggregate number over a Subscription Period but rather as a limit that may not be exceeded at any time during the Subscription Period without being considered an excess usage. "**Team Member**" means an individual who is allowed to access the Cloud Service but is only granted membership in groups associated with "Team Member" permissions for the Cloud Service.[2]

"用户"是指经授权可访问云服务的个人，不包括仅为团队成员的个人。用户使用指标不是按某个租用期内的总数计算，而是按不得超出的限制进行计算，不考虑超额使用的情况。"团队成员"是指获许访问云服务，但仅被授予与"团队成员"的云服务权限有关的团体会员资格的个人。[2]

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[2] These permissions are found in the group licensing Reference table in the SAP Ariba *Strategic Sourcing and Supplier Management* portfolios descriptions found in the SAP Ariba Documentation.

这些权限参见 SAP Ariba 文档上提供的 *SAP Ariba Strategic Sourcing [战略寻源]和 SAP Ariba Supplier Management [供应商管理]*产品组合说明中的团体许可参考表。

3.5.   "**Tenant**" means a Customer-specific instance of the Cloud Service.

"**租户**"是指云服务的客户特定实例。

4.   **ADDITIONAL ARIBA TERMS.**

附加 **SAP ARIBA [采购云]条款**。

4.1.   **Quote Automation.** Customer's use of the Ariba Network and the Ariba Discovery Cloud Service as provisioned by the Quote Automation feature (if available via Customer's subscription) is limited to the use necessary to fully utilize the feature and as further described in the Documentation. In order to utilize the Quote Automation feature, Customer must register on the Ariba Discovery network and accept the Terms of Use (Buyers) – Ariba Discovery in regards to functions of Quote Automation performed on the Ariba Discovery site.

自动报价功能。根据自动报价功能（若通过客户租用提供）规定，客户对 Ariba Network [全球商业网络]和 SAP Ariba Discovery [采购商机发现服务]云服务的使用仅限于充分使用自动报价功能所必需的使用，详见文档所述。若要使用自动报价功能，客户必须注册 SAP Ariba Discovery [采购商机发现服务]网络，并接受 SAP Ariba Discovery [采购商机发现服务]使用条款中有关在 SAP Ariba Discovery [采购商机发现服务]网站上使用自动报价功能的规定。

4.2.   **Ariba e-Archiving.** Ariba e-Archiving, an optional feature within the SAP Ariba Commerce Automation Cloud Service involves archiving of invoices originating from any one of the supported countries listed in the Documentation (each a "Supported Country") during the specified retention period for such Supported Country ("Mandatory Retention Period") and within Customer's Subscription Term.

Ariba e-Archiving [电子归档]。Ariba e-Archiving [电子归档]是 SAP Ariba Commerce Automation [商业自动化]云服务中的一项可选功能，该功能可用于在为文档所列的受支持国家/地区（以下简称"受支持国家/地区"）指定的保留期（以下简称"强制保留期"）和客户租用期内，对自其中任一国家/地区生成的发票进行存档。

4.3.   **SAP Ariba Spot Buy Catalog Cloud Service and Feature.** In utilizing the SAP Ariba Spot Buy Catalog Cloud Service or using the SAP Ariba Spot Buy feature, Customer agrees to participate in the SAP Ariba Spot Buy Program in accordance with the terms for buyers found on the SAP Ariba Spot Buy program Site, as updated from time to time, (currently at https://connect.ariba.com/AribaSpotBuy).

现货购买功能。在使用现货购买功能时，即表示客户同意参加现货购买计划并遵守现货购买计划站点上针对买家的相关最新条款（目前位于 https://connect.ariba.com/AribaSpotBuy）。

4.4.   **Supply Chain Collaboration for Buyers Cloud Service ("SCC for Buyers").** During the then-current Subscription Term for SCC for Buyers, SAP shall not charge any Customer suppliers transaction fees or annual membership fees related to Ariba Network Fulfill: Orders and Invoices service on the Ariba Network arising from their relationship or transactions between Customer and such suppliers originating through the SCC for Buyers. Suppliers will still be charged for use of Ariba Discovery if they elect to use that service or other optional services SAP makes available to them.

SAP Ariba Supply Chain Collaboration for Buyers [供应链协同管理]云服务（以下简称"面向买家的 SCC"）。在针对面向买家的 SCC 届时有效的租用期限内，SAP 不得收取与 Ariba Network [全球商业网络]履行相关的客户供应商交易费用或年度会员费：适用于通过面向买家的 SCC 客户与此类供应商之间建立的关系或交易的 Ariba Network [全球商业网络]订单和发票服务。如供应商选择使用该服务或 SAP 为他们提供的其他可选服务，他们还应就 SAP Ariba Discovery [采购商机发现服务]的使用支付相关费用。

4.5.   **SAP Ariba APIs, extension tools and Integration Software.** Some of the Cloud Services include the ability to use application programming interfaces, integration adapter software, extension capabilities and system authorization codes (together referred to as "**APIs**") made available by SAP for the creation of applications for integration with the Cloud Services by Customer (a "**Customer Application**").

SAP Ariba APIs [采购云 API]、扩展工具和集成软件。部分云服务包括使用 SAP 为支持客户创建与云服务进行集成的应用程序（以下简称"**客户应用程序**"）而提供的应用程序编程接口、集成适配器软件、扩展功能和系统权限代码（以下统称"**API**"）。

i. Use of APIs is subject to restrictions stated in the Documentation and access to and testing of some APIs utilizes the regional SAP Ariba Developer Portal applicable to the SAP Ariba data center that Customer elects to use (See https://developer.ariba.com/api). Customer must accept any separate terms and conditions presented upon download or access to the regional platform to use the portal and APIs.

API 的使用受文档中所述限制条款的约束，访问和测试一些 API 时须使用适用于客户选择使用的 SAP Ariba 数据中心的 SAP Ariba 开发人员门户（参见 https://developer.ariba.com/api）。客户必须接受为使用门户和 API 而下载或访问区域平台时所显示的任何单独的条款和条件。

ii. The APIs are SAP proprietary and Confidential Information and may not be modified by Customer.

API 是 SAP 的专有和保密信息，客户不得进行修改。

iii. SAP may require certification, security assurances or other reasonable validation steps regarding the Customer Application(s) developed with the API prior to enabling Customer to utilize such application in a production capacity to exchange information with the Cloud Services.

在支持客户对利用 API 开发的客户应用程序进行生产性使用，以与云服务交换信息之前，SAP 可能会要求针对此类应用程序的认证、安全保证或其他合理的验证步骤。

iv. Customer is fully responsible for ensuring that the Customer Application remains compatible and interoperable with the Cloud Service and does not unreasonably impair, degrade or reduce the performance or security of the Cloud Service.

客户全权负责确保客户应用程序始终可与云服务兼容和互操作，并且不会不合理地削弱、降低或减少云服务的性能或安全性。

v. Customer will defend SAP against claims brought against SAP, SAP SE, its Affiliates and subcontractors by any third party arising from the Customer Application by virtue of its integration with the Cloud Service. Customer will indemnify SAP against all damages finally awarded against SAP, SAP SE, its Affiliates and subcontractors (or the amount of any settlement Customer enters into) with respect to these claims. If Customer licensed the Cloud Services in the United Kingdom or is governed by the law of the United Kingdom, this Section v. of this Supplement is replaced in its entirety with the following v:

对于任何第三方就客户应用程序与云服务的集成对 SAP、SAP SE、其关联企业和分包商提起的索赔，客户应为 SAP 提供抗辩。客户应就此类索赔作出的终审判决对 SAP、SAP SE、其关联企业和分包商造成的损失（或客户达成的任何和解金额）对 SAP 进行补偿。如客户在英国获得云服务许可或受英国法律管辖，则本补充的本节（第 v 节）将全部替换为以下面的 v：

"v Customer will defend SAP, any Affiliate of SAP, SAP SE, any Affiliate of SAP SE and any subcontractor of any of the foregoing against any claim brought by a third party in relation to the Customer Application. Customer will indemnify SAP, any Affiliate of SAP, SAP SE, any Affiliate of SAP SE and any subcontractor of any of the foregoing against all damages finally awarded (or the amount of any settlement entered into by any of the same) in relation to any claim brought by a third party related to the Customer Application. SAP shall be entitled to recover losses on behalf of any party afforded protection or indemnity under this section, however, Affiliates of SAP, SAP SE, Affiliates of SAP SE and subcontractors of any of the foregoing shall have the right to directly enforce the provisions of this section v for their own benefit under the Contracts (Rights of Third Parties) Act 1999 (provided there shall be no double recovery of losses permitted)."

对于第三方就客户应用程序提起的任何索赔，客户应为 SAP 及其关联企业、SAP SE 及其关联企业和前述任何一方的任何分包商提供抗辩。对于第三方就客户应用程序提起的任何索赔，客户应就此类索赔作出的终审判决对 SAP、SAP SE、其关联企业和前述任何一方的任何分包商造成的损失（或任何前述一方达成的任何和解金额）进行赔偿。根据本节规定，SAP 应有权代表任何一方就提供的保护或赔偿追偿损失，但根据 1999 年合同（第三方权利）法，SAP 关联企业、SAP SE、SAP SE 关联企业以及前述任何一方的任何分包商也应有权出于自身利益的考虑，直接执行本节（第 v 节)条款（前提是不允许双重损失赔偿）。"

vi. The System Availability SLA will apply to API's, unless specified otherwise in the Documentation for a specific API.

系统可用性 SLA 适用于 API，除非文档中对特定的 API 另有规定。

vii. For the avoidance of doubt, data submitted to the Cloud Services via an API or a data feed from an authorized third-party service that either originates with Customer or is provided subject to an agreement between Customer and a third-party database provider, shall be considered Customer Data under the Agreement.

为避免疑义，通过 API 或经授权的第三方服务（该服务由客户发起或依据客户与第三方数据库提供商之间的协议提供）的数据传送专线提交至云服务的数据应视为本协议项下的客户数据。

4.6. **Data-as-a-Service Elements.** The following terms apply to SAP Ariba Spend Analysis Cloud Service, SAP Ariba Contract Management, SAP Ariba Sourcing and SAP Ariba Supplier Risk Cloud Service related to the information provided to Customer by SAP, which may include news articles, supplier corporate information, ("**Database Information**"). All Database Information provided to Customer is proprietary information of SAP or its third-party information providers, may not be relicensed or resold and is subject to further restrictions set forth in the Documentation. The Database Information is provided "as is" without warranty of any kind, including but not limited to warranties as to the accuracy, completeness or timeliness of the Database Information, and SAP advises Customer to independently verify such Database Information. SAP and its providers shall not be liable for any loss arising out of or in any way relating to the Database Information. SAP's Providers are third party beneficiaries of these terms. SAP and its Providers (i) shall not be liable to Customer for any loss or injury arising out of or in any way relating to the Database Information and (ii) will not be liable for consequential, incidental, special, punitive or other indirect damages.

数据即服务元素。以下条款适用于与SAP为客户提供的、包括新闻文章、供应商企业信息在内的信息（以下简称"**数据库信息**"）有关的 SAP Ariba Spend Analysis [支出分析]云服务、SAP Ariba Contracts [合同管理]、SAP Ariba Sourcing [寻源管理]和 SAP Ariba Supplier Risk [供应商风险管理]云服务。为客户提供的所有数据库信息均为SAP 或其第三方信息提供商的专有信息，不得再许可或转售，且受到文档中规定的限制条款的进一步约束。数据库信息按"原样"提供，不存在任何形式的担保，包括但不限于：对数据库信息的准确性、完整性或及时性做出的任何担保，SAP 建议客户独立核实此类数据库信息。对于因数据库信息而导致的或以任何方式与其相关的任何损失，SAP 及其提供商概不负责。SAP 的提供商是此类条款的第三方受益人。SAP 及其提供商 (i) 对客户因数据库信息而导致的或以任何方式与其相关的任何损失或损害概不负责；(ii) 对任何衍生性、偶发性、特殊性、惩罚性或其他间接性的损害概不负责。

4.7. **Optional Add-on Services**. Customer may subscribe to certain optional add-on services or programs, such as "Ariba Network, add-on for buyer-paid supplier fees for orders and invoices" and Ariba Discovery Advantage Block Purchase. If so, any Usage Metrics or terms not stated in this Supplement will be stated in the Order Form or Documentation.

可选扩展组件服务。客户可租用特定可选扩展组件服务或计划，例如，"Ariba Network，买家支付供应商订单和发票费用的扩展组件"和 SAP Ariba Supplier Discovery Advantage 组合购买[采购商机发现优势组合购买]计划。如租用此类服务，本补充中未规定的使用指标或条款应在订购单或文档中予以规定。

4.8. **Data Retention – Ariba Network**. Customer Data processed on the Ariba Network may be retained on the Ariba Network subject to SAP's policies, provided that SAP Ariba will delete, or render unreadable, the Customer Data stored in the Ariba Network after expiration or termination of Customer's subscription upon Customer's written request. Retained data is subject to the confidentiality provisions of the Agreement and the obligations under the Data Processing Agreement.

数据保留 — Ariba Network [全球商业网络]。通过 Ariba Network [全球商业网络]处理的客户数据可以依据SAP的政策保存在 Ariba Network [全球商业网络]上，前提是，SAP Ariba 将根据客户的书面请求，在客户租用期满或终止之后将存储在 Ariba Network [全球商业网络]上的客户删除或设置为不可读。保留的数据应受协议保密条款以及数据处理协议项下规定的义务的约束。

4.9. **Processing Services for Payment and Supply Chain Finance**.

付款和供应链财务处理服务。

4.9.1. **Separate Provider**. If Customer enables one or more of the below defined payment capabilities in the Ariba Network (excluding AribaPay), such payment services are provided by third party payment processors under separate agreements between Customer and those third-parties. SAP does not perform and is not responsible

for the payment processing services, nor acts or omissions of the third-party payment processors under the separate agreements. Customer agrees that any third-party payment processor's use of Customer Data is governed by the separate agreement and the third-party payment processor's data use and data privacy policies. By enabling the payment services provided by third-party payment processors, Customer instructs SAP to transfer Customer Data (including personal data) to the third-party payment processor. SAP's obligations for the Cloud Service, exclusive of the payment processing services, are in accordance with the Agreement. SAP and the third-party payment processors are under no obligation to assist with or resolve disputes between Customer and Customer's suppliers, with respect to payment transactions.

单独提供商。若客户在 Ariba Network [全球商业网络]中启用一项或多项下述付款功能（不包括 AribaPay），此类付款服务由第三方付款处理方依据客户与其签订的单独协议予以提供。SAP 既不执行付款处理服务和对付款处理服务负责，也不对第三方付款处理方在单独协议项下的行为或疏忽负责。客户同意任何第三方付款处理方对客户数据的使用均受单独协议和第三方付款处理方的数据使用和数据隐私政策的约束。客户启用第三方付款处理方提供的付款服务，即表明客户指示 SAP 将客户数据（包括个人数据）传输给第三方付款处理方。SAP 会依据协议履行提供云服务的义务（不包括付款处理服务）。SAP 和第三方付款处理方没有义务就付款交易，协助或解决客户和客户供应商之间的争议。

4.9.2. **Payment Processing Services**. For payment processing services other than AribaPay:

付款处理服务。对于 AribaPay 以外的付款处理服务：

- If Customer enables the payment capability, then the "processing services" consist of payment processing services to settle payments between Customer and Customer's suppliers, including every function of the payment capability related to the processing or transmission of payments or funds, the provision of any payment intermediary-related services, the debiting or crediting of bank accounts, holding funds, processing payments, issuing checks, holding account numbers, and/or otherwise acting as a payment processor.

  如果客户启用付款功能，则"处理服务"包括用于处理客户和客户供应商之间付款的付款处理服务，具体包括付款功能与处理或传输付款或资金相关的各个功能、付款中介服务的提供、银行账户的借或贷、持有资金、付款处理、签发支票、持有账号和/或作为付款处理方。

- Customer is responsible for providing accurate information in any payment instruction.

  客户负责在任何付款指令中提供准确信息。

- Once enabled, SAP's role for the payment capability is to forward payment information from Customer to the payment processor and return status information to the Customer regarding the payments.

  启用后，就付款功能而言，SAP 负责将客户的付款信息转发给付款处理方并向客户汇报付款状态信息。

4.9.3. **Tax Treatment.** With respect to the fees payable by Customer to SAP for use of the payment capability, Customer will be treated as the payor with respect to SAP for tax purposes, notwithstanding the payment processing services provided by the payment processor or supply chain finance processor. This will not include features which are agreed to by Customer under its agreement with the payment processor payment and that are paid directly to the payment processor.

税务处理。就客户因使用付款功能而应付给 SAP 的费用而言，尽管付款处理服务由付款处理方或供应链财务处理方提供，但在涉及 SAP 税务问题时，客户将被视为纳税人。这不包括客户依据付款处理方付款协议同意直接向付款处理方付款的功能。

4.10. **Packaged Cloud Service**. Where the Cloud Service is included with SAP Qualtrics for Supplier XM for a single fee (collectively, the "**Packaged SAP Qualtrics Cloud Service**"), the following additional terms apply to such Packaged SAP Qualtrics Cloud Service:

打包的云服务。若云服务以统一的价格包含在 Qualtrics XM for Suppliers [供应商体验管理]解决方案中（统称"打包的 **SAP Qualtrics [调查解决方案]云服务**"），则以下附加条款也适用于此类打包的 SAP Qualtrics [调查解决方案]云服务：

4.10.1. **Usage Metric and Limitations for SAP Ariba Strategic Sourcing Suite**. Subscriptions to the Packaged SAP Qualtrics Cloud Service which includes SAP Ariba Strategic Sourcing Suite are measured by Users and include 50 Suppliers per User in blocks of 25 Suppliers.

SAP Strategic Sourcing Suite [战略寻源套件]的使用指标和限制。包括 SAP Strategic Sourcing Suite [战略寻源套件]在内的打包的 SAP Qualtrics [调查解决方案]云服务的租用按用户数计算，包括每个用户 50 家供应商，以 25 家供应商为许可基准数量。

4.10.2. **Usage Metric and Limitations for SAP Ariba Commerce Automation Membership**. Subscriptions to the Packaged SAP Qualtrics Cloud Service which includes SAP Ariba Commerce Automation Membership include 1,000 Suppliers in blocks of 25 Suppliers (for a total of 40 blocks of 25 Suppliers).

SAP Ariba Commerce Automation [商业自动化]会员资格的使用指标和限制。包括 SAP Ariba Commerce Automation [商业自动化]会员资格在内的打包的 SAP Qualtrics [调查解决方案]云服务的租用包括 1,000 家供应商，以 25 家供应商为许可基准数量（即总共 40 个许可基准数量）。

4.10.3. **Usage Metric and Limitations for SAP Ariba Supply Chain Collaboration for Buyers**. Subscriptions to the Packaged SAP Qualtrics Cloud Service which includes SAP Ariba Supply Chain Collaboration for Buyers are measured in blocks of $10M in Spend and include 25 Suppliers for each block of $10M in Spend.

SAP Ariba Supply Chain Collaboration for Buyers [供应链协同管理]的使用指标和限制。包括 SAP Ariba Supply Chain Collaboration for Buyers [供应链协同管理]在内的打包的 SAP Qualtrics [调查解决方案]云服务的租用以 1,000 万美元的支出为许可基准数量进行计算，每 1,000 万美元的支出包含 25 家供应商。

4.10.4. **EU Access**. The EU Access option is not available for the Packaged SAP Qualtrics Cloud Service.

EU 访问。EU 访问选项不适用于打包的 SAP Qualtrics [调查解决方案]云服务。

4.10.5. **Customer Data Deletion**. Customer is responsible for deleting all Customer Data for SAP Qualtrics for Supplier XM upon termination. SAP will provide Customer a means to accomplish such deletion.

客户数据删除。客户负责在终止后删除 Qualtrics XM for Suppliers [供应商体验管理]的所有客户数据。SAP 将为客户提供一种完成此类删除的方法。

4.10.6. **Support**. The Contact Channel for support for SAP Qualtrics for Supplier XM is https://www.qualtrics.com/support/. If SAP changes the Contact Channel, SAP will provide notice via https://www.qualtrics.com/support/. All other aspects of support are provided in accordance with SAP's Support Policy for Cloud Services.

支持。获取 Qualtrics XM for Suppliers [供应商体验管理]支持的联系渠道为 https://www.qualtrics.com/support/ 。若 SAP 更改了联系渠道，SAP 将通过 https://www.qualtrics.com/support/发送通知。支持的所有其他方面均根据 SAP 的云服务支持政策提供。