SAP Ariba Cloud Services Supplemental Terms and Conditions
SAP Ariba云服务补充条款和条件
Attachment 3 - Ariba Strategic Payables Terms
附件3 — Ariba Strategic Payables条款

This Attachment 3 contains the product-specific terms and conditions for Ariba Strategic Payables and is incorporated into, and made part of, the Supplemental Terms and Conditions for Ariba Cloud Services. Any modifications to the Agreement made herein, apply solely to Ariba Strategic Payables and not to any other SAP Cloud Service.
本附件3包含Ariba Strategic Payables的产品特定条款和条件，且纳入Ariba云服务的补充条款和条件并构成Ariba云服务的补充条款和条件的一部分。此处对协议所做的任何修改仅适用于Ariba Strategic Payables，不适用于任何其他SAP云服务。

1. **COMPONENTS**
   组件
Ariba Strategic Payables is a Cloud Service comprised of the following service elements (each a "**Component**"), including certain other features, provided by SAP to Customer on a subscription basis as a single package and described in the most current version of the Documentation:
Ariba Strategic Payables是由以下服务元素（每个元素称为一个"**组件**"）构成的云服务，包括SAP基于租用以单个包的形式提供的某些其他功能，此类功能在最新版本的文档中进行了描述：
   a) AribaPay (for use in the United States Territory) (referred to as "**AribaPay**");
      AribaPay（适用于美国地区）（以下简称"**AribaPay**"）；
   b) AribaPay (for use in Canada) (included in references to "**AribaPay**");
      AribaPay（适用于加拿大地区）（包含于对"**AribaPay**"的引用之中）；
   c) Ariba Discount Professional; and
      Ariba Discount（专业版）；和
   d) Ariba Supply Chain Financing.

SAP may, through its regular updates, make additional services elements or features available to Customer as part of Ariba Strategic Payables, which Customer, may use subject to Customer's agreement to the then-current applicable product-specific terms and conditions for Ariba Strategic Payables and/or execution of terms and conditions with a third party service provider or payment processors (if applicable). SAP may remove a Component from Ariba Strategic Payables if SAP is not going to continue making such element commercially available (e.g. relationship with the third party service provider is discontinued and no alternate provider is reasonably available) and in such case SAP shall inform Customer at least six (6) months in advance of such change. If Customer establishes that removal of such Component materially reduces the Cloud Service as applicable to Customer, Customer may terminate its subscription to Ariba Strategic Payables by providing written notice to SAP within thirty days after receipt of SAP's informational notice, and, in case of such termination, Customer will be entitled to a pro-rata refund in the amount of the unused portion of prepaid fees for the terminated subscription calculated as of the effective date of termination, and a release from the obligation to pay fees due for periods after the effective date of termination.
SAP 可通过定期更新将额外的服务元素或功能作为 Ariba Strategic Payables 的一部分提供给客户；客户可在同意遵守 Ariba Strategic Payables 届时适用的产品特定条款和条件且/或与第三方服务提供商或付款处理方（如适用）签订条款和条件的前提下使用该等服务元素。如 SAP 不打算继续在市场上销售此类服务元素（例如，与该第三方服务提供商的合作伙伴关系中断，且未找到其他合适的提供商），则 SAP 可从 Ariba Strategic Payables 删除某组件，在此情况下，SAP 应至少在该等变更发生之前六（6）个月向客户发送通知。若客户证实删除上述组件会大大减少适用于该客户的云服务，则客户可在收到 SAP 的告知通知之后的三十（30）日内向 SAP 发送书面通知终止其对 Ariba Strategic Payables 的租用，且在此类终止情形下，客户有权获得自终止生效之日起开始计算且按比例退还的针对终止租用的未使用的预付款，并免除支付终止生效后的期间内的应付费用的义务。

2. **ADDITIONAL DEFINITIONS**
其他定义

2.1 **"AribaPay Supplier"** means a supplier who

"AribaPay 供应商"是指符合以下条件的供应商：

(a) has a trading relationship on the Ariba Network with Customer; and
与客户在 Ariba Network 上建立了交易关系；和

(b) has enabled receipt of payments via AribaPay, whether or not such supplier has actually received a payment via AribaPay.
已启用通过 AribaPay 收款的功能，不论该等供应商是否实际通过 AribaPay 收款。

2.2 **"Ariba-Side AribaPay Services"** means the portion of AribaPay consisting of functionality provided by SAP to:

"Ariba-Side AribaPay 服务"是指 AribaPay 的一部分，由 SAP 提供的功能组成，用于：

(a) forward payment information from Customer to the AribaPay Processor for processing a payment to an AribaPay Supplier; and
将客户的付款信息发送至 AribaPay 处理方，用以处理向 AribaPay 供应商的付款；和

(b) return status information to the Customer regarding such payments.
向客户返回此类付款状态的信息。

2.3 "**Ariba-Side SCF Services**" means the portion of Ariba Supply Chain Financing consisting of functionality provided by SAP to:

"Ariba-Side SCF 服务"是指 Ariba Supply Chain Financing 的一部分，由 SAP 提供的功能组成，用于：

(a) forward approved invoice information from Customer to the SCF Processor to provide SCF Suppliers with the opportunity to finance the receivable;
客户向 SCF 处理方提交审批的发票信息，为 SCF 供应商提供应收账款融资的机会；

(b) send the updated payment proposal from the SCF Processor to the Customer ERP if an SCF Supplier traded the underlying invoice or if Customer sent a payment date that falls on a bank holiday or weekend; and
在 SCF 供应商进行基础发票交易时或者客户的付款日期在银行节假日或周末时，SCF 处理方向客户 ERP 发送更新的付款建议；以及

(c) send the remittance details from the SCF Processor to the Customer ERP for allowing the Customer to clear open payables paid to an applicable SCF Supplier.
SCF 处理方向客户 ERP 发送汇款明细，支持客户清算应支付给相应 SCF 供应商的未清应付账款。

2.4 **"Discount Professional Features"** means the portion of Ariba Discount Professional consisting of electronic functionality accessible via the Internet and any related incidental software components.

"专业折扣功能"是指 Ariba Discount（专业版）的一部分，由通过互联网和任何相关附带软件组件访问的电子功能组成。

2.5 **"Discount Professional Services"** means the portion of Ariba Discount Professional consisting of a set of pre-defined services provided by SAP to Customer on a subscription basis and designed to support Customer's early pay discount program initiative involving the use of Discount Professional Features.

"专业折扣服务"是指 Ariba Discount（专业版）的一部分，由 SAP 基于租用向客户提供的旨在为客户的提前付款折扣计划（包括专业折扣功能的使用）提供支持的一系列预定义服务组成。

2.6 **"Master Services Agreement"** means, collectively, an agreement between Customer and the SCF Processor for receipt of SCF Processing Services and any other terms between Customer and the SCF Processor related to the SCF Processing Services. SAP is not party to the Master Services Agreement nor is any SAP Affiliate.

"主服务协议"是指客户和 SCF 处理方之间就 SCF 处理服务的接收达成的协议，以及客户和 SCF 处理方之间关于 SCF 处理服务的任何其他条款的总称。SAP 既非主服务协议的任何一方，也非任何一家 SAP 关联企业。

2.7 **"Participation Agreement"** means, collectively, an agreement between Customer and the AribaPay Processor for participation in the AribaPay Processor's Payments Network, and any other terms between Customer and the AribaPay Processor related to the AribaPay Processing Services. SAP is not party to the Participation Agreement nor is any SAP Affiliate.

"参与协议"是指客户和 AribaPay 处理方之间就参与 AribaPay 处理方的付款网络达成的协议，以及客户和 AribaPay 处理方之间关于 AribaPay 处理服务的任何其他条款的总称。SAP 既非参与协议的任何一方，也非任何一家 SAP 关联企业。

2.8 **"AribaPay Processing Services"** means the portion of AribaPay consisting of payment processing services to settle payments between Customer and AribaPay Suppliers, including every function of AribaPay 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, holding account numbers, and/or otherwise acting as a payment processor, all of which are provided solely by the AribaPay Processor(s), its affiliates, and/or service providers pursuant to the Participation Agreement, and none of which are provided by SAP.

"AribaPay 处理服务"是指 AribaPay 的一部分，该部分由用于处理客户与 AribaPay 供应商之间付款的付款处理服务组成，具体包括与处理或传输付款或资金相关的 AribaPay 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、持有账号和/或作为付款处理方。所有这些都是由 AribaPay 处理方、其关联公司和/或服务提供商依据参与协议单独提供，而不是由 SAP 提供。

2.9 **"AribaPay Processor"** is DFS Services, LLC for AribaPay Processing Services in the United States Territory and Discover Financial Services (Canada) Inc. for AribaPay Processing Services in Canada.

"AribaPay 处理方"是指在美国地区提供 AribaPay 处理服务的 DFS Services, LLC 和在加拿大地区提供 AribaPay 处理服务的 Discover Financial Services (Canada) Inc.。

2.10 **"Spend"** (abbreviation: **"SPD"**) has different meanings depending upon the specific Cloud Service to which it is applied. For Ariba Strategic Payables , "Spend" means the total monetary amount of transactions processed by Customer through the Cloud Service in the applicable Subscription Period calculated by adding the total monetary amount of: (i) payment transactions executed during such Subscription Period between Customer and Customer's AribaPay Supplier(s) processed by Customer through AribaPay; plus (ii) the total spend targeted for payment terms analysis and discounting during such Subscription Period through the Ariba Discount Professional service that was not processed for payments during that Subscription Period; plus (iii) The total spend targeted for payment terms analysis for Supply Chain Financing during such Subscription Period through Ariba Supply Chain Financing that was not processed for payments or targeted for Ariba Discount Professional during that Subscription Period.

"开支"（缩写：**"SPD"**）基于适用该术语的特定云服务，其含义有所不同。对于 Ariba Strategic Payables，"开支"是指客户在相应租用期内通过云服务处理的付款交易总金额，具体金额通过以下各项总金额相加得出：(i) 客户通过 AribaPay 所处理的其与 AribaPay 供应商之间在此租用期间内处理的付款交易总金额；以及 (ii) 通过未在该租用期间内进行付款处理的 Ariba Discount（专业版）服务在此租用期间内用于付款条件分析和折扣的开支总金额；以及 (iii) 通过未在该租用期间内进行付款处理的 Ariba Supply Chain Financing 在此租用期间内用于供应链融资付款条件分析或者用于 Ariba Discount（专业版）的开支总金额。

2.11 "**SCF Processing Services**" means the portion of Ariba Supply Chain Financing enabling Customer to use third-party financing for its SCF Suppliers through the Ariba Network to leverage the SCF Processor's platform. This third-party financing helps Customer (a) accelerate the payment of approved invoices so that Customer's SCF Suppliers can receive earlier payments to reduce their 'days sales outstanding' ("DSO"), and (b) extend its terms to increase its 'days payable outstanding' ("DPO").

"**SCF 处理服务**"是指 Ariba Supply Chain Financing 的一部分，支持客户通过利用 SCF 处理方平台的 Ariba Network 使用面向其 SCF 供应商的第三方融资服务。该第三方融资服务有助于客户 (a) 加快对已审批发票的付款，从而确保客户的 SCF 供应商能够尽早收到付款，进而减少应收账款周转天数（以下简称"DSO"），以及 (b) 延长期限，增加应付账款周转天数（以下简称"DPO"）。

2.12 "**SCF Processor**" is PrimeRevenue, Inc. for Supply Chain Financing Services in the SCF Standard Jurisdictions.

"**SCF 处理方**"是 SCF 标准辖区内提供供应链融资服务的 PrimeRevenue, Inc.。

2.13 "**SCF Standard Jurisdictions**" means the European Economic Area, Switzerland, USA, Canada, Mexico, New Zealand, Australia, Singapore, Thailand, Hong Kong, Japan and South Africa. Other countries may be added to the SCF Standard Jurisdictions only upon a separate signed agreement between Customer, SAP, and SCF Processor.

"**SCF 标准辖区**"是指欧洲经济区、瑞士、美国、加拿大、墨西哥、新西兰、澳大利亚、新加坡、泰国、中国香港、日本和南非。仅在客户、SAP 和 SCF 处理方之间另行签署协议后，才可以向 SCF 标准辖区添加其他国家/地区。

2.14 "**SCF Supplier**" means a supplier who has:

"**SCF 供应商**"是指符合以下条件的供应商：

(a) a trading relationship on the Ariba Network with Customer; and

与客户在 Ariba Network 上建立了交易关系；且

(b) enabled Supply Chain Financing via the Ariba Network, whether or not such supplier has actually traded receivables via Ariba Supply Chain Financing.

通过 Ariba Network 启用了供应链融资功能，无论此类供应商是否实际上通过 Ariba Supply Chain Financing 获得应收账款。

2.15 "**United States Territory**" means the United States and Puerto Rico.

"**美国地区**"是指美国和波多黎各。

3. ARIBAPAY

3.1 Governing Contract Terms. AribaPay is provided, collectively, by Ariba, Inc. (pursuant to the Order Form with SAP or an authorized reseller) and by the AribaPay Processor (pursuant to the Participation Agreement).

管理合同条款。AribaPay 由 Ariba, Inc.（依据与 SAP 或授权经销商签署的订购单）与 AribaPay 处理方（依据参与协议）共同提供。

(a) In using AribaPay, Customer has a separate commercial relationship with SAP and the AribaPay Processors, pursuant to the Order Form and the Participation Agreement(s), respectively.

使用 AribaPay 时，客户分别依据订购单和参与协议与 SAP 和 AribaPay 处理方建立单独的商业关系。

(b) Access to and use of AribaPay, including receipt of the Ariba-Side AribaPay Services, is conditioned upon Customer's acceptance of the Participation Agreement with an AribaPay Processor. For clarity, SAP is not responsible for the operation of the systems underlying the AribaPay Processing Services and any use of such systems by Customer is governed under the Participation Agreement that Customer executes with an AribaPay Processor. Notwithstanding the foregoing, the warranty for the Cloud Service set forth in the GTC shall apply to Ariba Strategic Payables in its entirety, including the AribaPay Processing Services associated with AribaPay, subject to the terms, conditions and sole remedies set forth therein.

访问和使用 AribaPay（包括接收 Ariba-Side AribaPay 服务）的前提是，客户接受与 AribaPay 处理方签署的参与协议。为澄清起见，SAP 负责运行 AribaPay 处理服务所基于的系统，且客户使用此类系统的任何行为均受该客户与 AribaPay 处理方签署的参与协议的约束。尽管有上述规定，依据此处规定的条款、条件和唯一补救措施，GTC 中的云服务保证仍应适用于整个 Ariba Strategic Payables 服务，包括与 AribaPay 相关的 AribaPay 处理服务。

3.2 AribaPay Processing Services. SAP does not provide any portion of the AribaPay Processing Services. SAP points out that:

AribaPay 处理服务。SAP 不提供任何 AribaPay 处理服务。SAP 指出：

(a) SAP is not responsible for the acts or omissions of an AribaPay Processor, its affiliates, or service providers, or any claims related to the AribaPay Processing Services except for the Cloud Service set forth in the GTC;

除 GTC 中规定的云服务外，SAP 不对 AribaPay 处理方、其关联企业或服务提供商的行为或疏忽或者与 AribaPay 处理服务有关的任何索赔承担责任；

(b) Any claim regarding an AribaPay Processor's acts or omissions and/or the AribaPay Processing Services may only be brought against such AribaPay Processor pursuant to the Participation Agreement, subject to any limitations contained therein; and

任何有关 AribaPay 处理方的行为或疏忽和/或 AribaPay 处理服务的索赔只能依据参与协议向该 AribaPay 处理方提出，且需遵守本补充的限制条款；和

(c) SAP shall not be liable for any damages resulting from incorrect payment instructions, data errors, or transaction data provided by Customer in a request to initiate a payment transaction through AribaPay.

对于因客户通过 AribaPay 请求启动付款处理时提供的错误付款指令、数据错误和交易数据导致的任何损失，SAP 概不负责。

3.3   Underlying Transactions. Neither AribaPay Processor nor SAP is obligated to resolve disputes between Customer and other customers of Ariba Strategic Payables, including AribaPay Suppliers, with respect to the transactions for which payments are initiated using AribaPay. Determining the rights, responsibilities and remedies regarding the transactions for which payments are initiated via the Cloud Service (including, for example, issues of offer, acceptance, passing of title, and examination of goods) or any other matters related to the sale or lease of goods or services is solely the responsibility of Customer and its AribaPay Suppliers.

基础交易。AribaPay 处理方和 SAP 均没有义务解决客户与其他 Ariba Strategic Payables 客户之间，包括客户与 AribaPay 供应商之间，就使用 AribaPay 针对其启动付款处理的交易产生的纠纷。客户和 AribaPay 供应商将全权负责确定与通过该云服务针对其启动付款处理的交易（包括，比如要约、承诺、所有权转移，和验货）相关或者与商品或者服务的销售或者租赁有关的任何其他事项相关的权利、义务和救济。

3.4   Initiating AribaPay Transactions. It is solely Customer's responsibility to:

启动 AribaPay 交易。由客户全权负责：

(a) initiate payment transactions through AribaPay

通过 AribaPay 启动付款交易

(b) implement appropriate security precautions regarding which Customer's Authorized Users have authority to initiate payment transactions

就哪些客户的授权用户有权启动付款交易采取适当的安全防范措施

(c) validate the AribaPay Suppliers to receive payment as required; and

确认 AribaPay 供应商按照要求收款；以及

(d) determine if the Cloud Service will meet Customer's own particular internal, legal and regulatory requirements related to the submission and processing of payments in satisfaction of outstanding invoices.

确定云服务是否满足与为支付未清发票而提交和处理付款相关的客户自己特定的要求、法律和法规的要求。

3.5   Territorial Restrictions for AribaPay. AribaPay is only currently available in the United States Territory and Canada ("**Approved Territories**") and may be used with regard to transactions with a selling organization that has subscribed to the AribaPay Service for Suppliers in the applicable Approved Territory. Customer represents and warrants that Customer, and any Customer Affiliate allowed by Customer to use AribaPay on behalf of Customer in an Approved Territory: (i) is incorporated or organized in the Approved Territory and actively engaged in the sale or purchase of goods and/or services; (ii) will, for transactions in the United States Territory, only designate a U.S. Dollar ($) denominated settlement account maintained at a bank, credit union, or similar financial institution located in the United States Territory as the named settlement account under the Participation Agreement, for the purpose of AribaPay; and (iii) will, for transactions in Canada, only designate a Canadian Dollar ($) denominated settlement account maintained at a bank, credit union, or similar financial institution located in Canada as the named settlement account under the Participation Agreement, for the purpose of AribaPay

AribaPay 的地域限制。AribaPay 目前仅在美国和加拿大地区（以下简称"**批准地区**"）提供，且仅可用于与已为相关批准地区的供应商租用 AribaPay 服务的销售组织之间开展的交易。客户陈述并保证，客户以及客户允许其代表客户使用 AribaPay 的任何客户关联企业： (i) 是在批准地区成立或组建的，经营范围为销售或购买商品和/或服务；(ii) 为了使用 AribaPay，针对美国地区的交易，将仅指定一个在美国地区的银行、信用合作社、或类似的金融机构设立的以美元为结算货币的结算账户为参与协议项下的指定结算账户；且 (iii) 为了使用 AribaPay，针对加拿大地区的交易，将仅指定一个在加拿大地区的银行、信用合作社、或类似的金融机构设立的以加元为结算货币的结算账户为参与协议项下的指定结算账户。

3.6   Cross Border Transactions. The Cloud Service does not include payment from an Approved Territory to an AribaPay Supplier located in another jurisdiction, or vice versa.

跨境交易。该云服务不包括从某个批准地区向位于另一司法管辖区内的 AribaPay 供应商进行的付款，反之亦然。

3.7   Export Law. Customer agrees to not use Ariba Strategic Payables in any manner that may cause a violation by SAP or the AribaPay Processor of any (i) U.S. economic sanctions, laws, regulations or orders administered by OFAC or (ii) Canadian Sanctions Laws.

出口法律。客户同意，不得以可能引起 SAP 或 AribaPay 处理方违反任何 (i) 受 OFAC 监管的美国经济制裁、法律和法规或指令，或 (ii) 加拿大制裁法律的方式使用 Ariba Strategic Payables。

3.8   Tax Treatment. For purposes of clarity, with respect to the fees payable by Customer for use of Ariba Strategic Payables, Customer shall be treated as the Payor with respect to SAP for Tax purposes notwithstanding the AribaPay Processing Services provided by the AribaPay Processor

税务处理。为澄清起见，就客户使用 Ariba Strategic Payables 处理的应付费用而言，尽管 AribaPay 处理服务由 AribaPay 处理方提供，但在涉及 SAP 税务问题时，客户应被视为纳税人。

3.9   Consent to provide Data to AribaPay Processor and SAP Affiliates. As part of providing AribaPay, SAP, may disclose and transfer any information that Customer provides through AribaPay to: (i) any company within the SAP SE group of companies, its affiliates, agents, service providers or information providers in the performance of AribaPay; (ii) to the AribaPay Processor and to affiliates and service providers of the AribaPay Processor; (iii) to any other person or entity with Customer's consent; or (iv) if SAP has a right or duty to disclose or is permitted or compelled to so disclose such information by law. Customer consents to the transmission, transfer or processing of such information to, or through, any country in the world, as SAP deems necessary or appropriate. To the extent that Customer provides to SAP or authorizes SAP to collect any information about an identifiable individual ("Personal Information") (including Personal Information of Customer employees and representatives), Customer confirms that it has obtained the consent of each such individual to provide that Personal Information to SAP and for SAP to disclose and transfer that Personal Information as described above in this paragraph. Customer further confirms that Customer has obtained the consent of each such individual for SAP and the Payment Processor to collect, use, disclose and transfer that Personal Information for the purpose of providing and administering AribaPay, including by the Payment Processor in accordance with the Participation Agreement.

同意向 AribaPay 处理方和 SAP 关联企业提供数据。作为提供 AribaPay 的一部分，SAP 可以将客户通过 AribaPay 提供的任何信息披露和传输给： (i) SAP SE 公司集团、其关联企业、代理、服务提供商或信息提供商内部提供 AribaPay 的任何一家公司； (ii) AribaPay 处理方及其关联企业和服务提供商； (iii) 客户同意的任何其他个人或实体；或 (iv) SAP 依据法律有权或有义务披露或可以或必须披露此类信息的情况。在 SAP 认为必要或适当的情况下，客户同意将此类信息传输、传送到全球任何国家/地区，或通过全球任何国家/地区传输、传送或处理此类信息。若客户向 SAP 提供或授权 SAP 收集与可识别个人的任何信息（以下简称"个人信息"）（包括客户员工和代表的个人信息），则客户确认其已征得相关个人的同意，可将该等个人信息提供给 SAP 并允许 SAP 依据本款以上所述披露和传输该等个人信息。客户进一步确认，其已征得相关个人的同意，允许 SAP 和付款处理方出于提供和管理 AribaPay 的目的（包括付款处理方依据参与协议）收集、使用、披露和传输该等个人信息。

4. **Ariba Discount Professional**
   Ariba Discount（专业版）

4.1 SAP's provision of the Discount Pro Services is subject to, and conditioned upon, the assumptions and Customer's fulfillment of its responsibilities and obligations (including the Best Practice Requirements) set forth in the Documentation.

    SAP 提供专业折扣服务的前提是，客户履行文档中规定的所有责任和义务（包括最佳实践要求）。

5. **Ariba Supply Chain Financing**

5.1 **Governing Contract Terms.** Ariba Supply Chain Financing is provided collectively by Ariba, Inc. (pursuant to the Order Form with SAP) and by the SCF Processor (pursuant to the Master Services Agreement between Customer and SCF Processor).

    管理合同条款。Ariba Supply Chain Financing由Ariba, Inc.（依据与SAP签署的订购单）与SCF处理方（依据客户与SCF处理方之间签署的主服务协议）共同提供。

(a) Access to and use of Ariba Supply Chain Financing, including receipt of the Ariba-Side SCF Services, is conditioned upon Customer establishing a separate commercial relationship with SAP and the SCF Processor by signing the Order Form with SAP and the Master Services Agreement with SCF Processor.

    访问和使用 Ariba Supply Chain Financing（包括接收 Ariba-Side SCF 服务）的前提是，客户通过与 SAP 签署订购单以及与 SCF 处理方签署主服务协议，与 SAP 和 SCF 处理方建立单独的商业关系。

(b) The SCF Processing Services are provided solely by the SCF Processor and its affiliates and not by SAP. SAP is not responsible for the operation of the SCF system underlying the SCF Processing Services and any use of such SCF system by Customer is governed under the Master Services Agreement that Customer executes with SCF Processor. Notwithstanding the foregoing, the warranty for the Cloud Service set forth in the GTC shall apply to Ariba Strategic Payables in its entirety, including the SCF Processing Services associated with Ariba Supply Chain Financing, subject to the terms, conditions and sole remedies set forth therein.

    SCF 处理服务由 SCF 处理方及其关联企业单独提供，而不是由 SAP 提供。SAP 负责运行 SCF 处理服务所基于的系统，且客户使用此类系统的任何行为均受该客户与 SCF 处理方签署的主服务协议的约束。尽管有上述规定，依据此处规定的条款、条件和唯一补救措施，GTC 中的云服务保证仍应适用于整个 Ariba Strategic Payables 服务，包括与 Ariba Supply Chain Financing 相关的 SCF 处理服务。

5.2 **SCF Processing Services.** Customer agrees that:
    SCF处理服务。客户同意：

(a) SAP is not responsible for the acts or omissions of SCF Processor, its affiliates, or service providers, or any claims related to the SCF Processing Services except for the limited warranty for the Cloud Service set forth in the GTC;

    除 GTC 中规定的针对云服务的有限保证外，SAP 不对 SCF 处理方、其关联企业或服务提供商的行为或疏忽或者与 SCF 处理服务有关的任何索赔承担责任；

(b) Any claim regarding SCF Processor's acts or omissions and/or the SCF Services may only be brought against SCF Processor pursuant to the Master Services Agreement, subject to any limitations contained therein; and

    任何有关 SCF 处理方的行为或疏忽和/或 SCF 服务的索赔只能依据主服务协议向该 SCF 处理方提出，且需遵守本补充的限制条款；和

(c) SAP shall not be liable for any damages resulting from incorrect payment instructions, data errors, or transaction data provided by Customer in a request to initiate a payment transaction through Ariba Supply Chain Financing.

    对于因客户通过 Ariba Supply Chain Financing 启动付款交易时提供的错误付款指令、数据错误和交易数据导致的任何损失，SAP 概不负责。

5.3   **Underlying Transactions.** Neither SCF Processor nor SAP is obligated to resolve disputes between Customer and other customers of Ariba Strategic Payables, including SCF Supplier(s), with respect to the transactions for which payments are initiated using Ariba Supply Chain Financing. Determining the rights, responsibilities and remedies regarding the transactions for which payments are initiated via the Cloud Service (including, for example, issues of offer, acceptance, passing of title, and examination of goods) or any other matters related to the sale or lease of goods or services is solely the responsibility of Customer and its SCF Supplier(s).

基础交易。SCF处理方和SAP均没有义务解决客户与其他Ariba Strategic Payables客户之间，包括客户与SCF供应商之间，就使用Ariba Supply Chain Financing针对其启动付款处理的交易产生的纠纷。客户和SCF供应商将全权负责确定与通过该云服务针对其启动付款处理的交易（包括，比如要约、承诺、所有权转移，和验货）相关或者与商品或者服务的销售或者租赁有关的任何其他事项相关的权利、义务和救济。

5.4   **Initiating Ariba Supply Chain Financing Transactions.** It is solely Customer's responsibility to:

启动**Ariba Supply Chain Financing交易**。由客户全权负责：

(a) send Customer-approved invoices eligible for processing through Ariba Supply Chain Financing that an SCF Supplier may or may not choose to process through SCF Supplier's use of Ariba Supply Chain Financing;

发送能通过 Ariba Supply Chain Financing 处理的客户已审批的发票，而 SCF 供应商可选择或不选择通过 SCF 供应商使用 Ariba Supply Chain Financing 处理这些发票；

(b) implement appropriate security precautions regarding which Customer's Authorized Users have authority to access and use Ariba Supply Chain Financing transactions;

就哪些客户的授权用户有权访问和使用 Ariba Supply Chain Financing 交易采取适当的安全防范措施；

(c) validate the SCF Supplier(s) to receive payment as required; and

确认 SCF 供应商按照要求收款；以及

(d) determine if the Cloud Service will meet Customer's own particular internal, legal and regulatory requirements.

确定云服务是否满足客户自己特定的要求、法律和法规的要求。

5.5   **Territorial Restrictions for Ariba Supply Chain Financing.** Ariba Supply Chain Financing is only currently available in the SCF Standard Jurisdictions and may be used with regard to transactions with an SCF Supplier that has subscribed to the Supply Chain Finance Service for Suppliers in the SCF Standard Jurisdictions. Customer represents and warrants that Customer and any Customer Affiliate that accesses or uses Ariba Supply Chain Financing on behalf of Customer will do so only in the SCF Standard Jurisdictions, is incorporated or organized in the SCF Standard Jurisdictions and is actively engaged in the sale or purchase of goods and/or services in an SCF Standard Jurisdiction.

Ariba Supply Chain Financing的地区限制。Ariba Supply Chain Financing目前仅在SCF标准辖区内提供，且仅可用于与已为SCF标准辖区内的供应商租用供应链融资服务的SCF供应商之间开展的交易。客户陈述并保证，客户以及代表客户访问或使用Ariba Supply Chain Financing的任何客户关联企业仅在SCF标准辖区内执行此类操作，并且是在SCF标准辖区成立或组建的，经营范围为在SCF标准辖区销售或购买商品和/或服务。

5.6   **Cross Border Transactions**. The Cloud Service does not include invoice financing to or from any country outside of the SCF Standard Jurisdictions.

跨境交易。云服务不包括针对或来自SCF标准辖区外的任何国家/地区的发票融资。

5.7   **Export Law.** Customer agrees to not use Ariba Supply Chain Financing in any manner that may cause a violation by SAP or SCF Processor of any (i) U.S. economic sanctions, laws, regulations or orders administered by OFAC or (ii) any other laws, regulations, rules, or orders applicable to any country within the SCF Standard Jurisdictions.

出口法。客户同意，不得以可能引起SAP或SCF处理方违反任何 (i) 受OFAC监管的美国经济制裁、法律和法规或指令，或 (ii) 适用于SCF标准辖区内的任何国家/地区的任何其他法律、法规、规则或指令的方式使用Ariba Supply Chain Financing。

5.8 **Tax Treatment.** For purposes of clarity, with respect to the fees payable by Customer for use of Ariba Strategic Payables, Customer shall be treated as the 'payer' with respect to SAP for Tax purposes notwithstanding the SCF Processing Services provided by the SCF Processor.

税务处理。为澄清起见，就客户使用Ariba Strategic Payables的应付费用而言，尽管SCF处理服务由SCF处理方提供，但在涉及SAP税务问题时，客户应被视为纳税人。

5.9 **Consent to provide Data to SCF Processor and SAP Affiliates**. As part of providing Ariba Supply Chain Financing, SAP, may disclose and transfer any information that Customer provides through Ariba Supply Chain Financing to: (i) any company within the SAP SE group of companies, its affiliates, agents, service providers or information providers in the performance of Ariba Supply Chain Financing; (ii) to the SCF Processor and to affiliates and service providers of the SCF Processor; (iii) to any other person or entity with Customer's consent; or (iv) if SAP has a right or duty to disclose or is permitted or compelled to so disclose such information by law. Subject to applicable law, Customer consents to the transmission, transfer or processing of such information to, or through, any country in the world, as SAP deems necessary or appropriate. To the extent that Customer provides to SAP or authorizes SAP to collect any information about an identifiable individual ("**Personal Information**") (including Personal Information of Customer employees and representatives), Customer confirms that it has obtained the consent of each such individual to provide that Personal Information to SAP and for SAP to disclose and transfer that Personal Information as described above in this paragraph. Customer further confirms that Customer has obtained the consent of each such individual for SAP and the SCF Processor to collect, use, disclose and transfer that Personal Information for the purpose of providing and administering Ariba Supply Chain Financing, including by SCF Processor in accordance with the Master Services Agreement.

同意向**SCF处理方和SAP关联企业提供数据**。作为提供Ariba Supply Chain Financing的一部分，SAP可以将客户通过Ariba Supply Chain Financing提供的任何信息披露和传输给：(i) SAP SE公司集团、其关联企业、代理、服务提供商或信息提供商内部提供Ariba Supply Chain Financing的任何一家公司；(ii) SCF处理方及其关联企业和服务提供商；(iii) 客户同意的任何其他个人或实体；或 (iv) SAP依据法律有权或有义务披露或可以或必须披露此类信息的情况。根据适用法律，在SAP认为必要或适当的情况下，客户同意将此类信息传输、传送到全球任何国家/地区，或通过全球任何国家/地区传输、传送或处理此类信息。若客户向SAP提供或授权SAP收集与可识别个人的任何信息（以下简称"**个人信息**"）（包括客户员工和代表的个人信息），则客户确认其已征得相关个人的同意，可将该等个人信息提供给SAP并允许SAP依据本款以上所述披露和传输该等个人信息。客户进一步确认，其已征得相关个人的同意，允许SAP和SCF处理方出于提供和管理Ariba Supply Chain Financing的目的（包括SCF处理方依据主服务协议）收集、使用、披露和传输该等个人信息。

5.10 **Use of Customer Data by SCF Processor**. Customer understands and agrees that SCF Processor's use of Customer data shall be governed by the data use and data privacy policies of the SCF Processor, which Customer will have to agree to prior to receiving any SCF Services from such SCF Processor.

SCF处理方对客户数据的使用。客户理解并同意，SCF处理方对客户数据的使用应受SCF处理方的数据使用和数据隐私政策的约束，且客户需要在从此类SCF处理方接收任何SCF服务之前同意遵守此类政策。

5.11 **Third Party Claims.** In addition to any and all other applicable restrictions and/or limitations set forth in the GTC, SAP's indemnification obligations related to Customer's or its Affiliates' use of Strategic Payables is further subject to the SCF Standard Jurisdiction restrictions set forth in this Attachment**.**

第三方索赔。除了GTC中规定的任何及所有其他适用限制外，与客户或其关联企业使用Ariba Strategic Payables有关的SAP赔偿义务还受本附件中规定的SCF标准辖区限制的进一步约束。