

## SUPPLEMENTAL TERMS AND CONDITIONS

### 补充条款和条件

## ARIBA CLOUD SERVICES

### Ariba云服务

SAP and Customer have entered into an Order Form for the purchase of certain SAP products and services, pursuant to which Customer is purchasing subscription(s) to certain Ariba Cloud Services. This Supplement, and any modifications to the Agreement made herein, apply solely to the Ariba Cloud Service(s) indicated by name below when Customer subscribes to that particular Ariba Cloud Service and not to any other SAP Cloud Service.

SAP 与客户已就购买某些 SAP 产品和服务签署订购单，客户将依据该订购单购买某些 Ariba 云服务租用。本补充以及此处对协议所做的任何修改仅适用于客户租用以下特定 Ariba 云服务时所指定的 Ariba 云服务，不适用于任何其他 SAP 云服务。

### 1. USAGE METRIC DEFINITIONS

#### 使用指标定义

1.1. **"Annual Spend"** (abbreviation: SPD) has different meanings depending upon the specific Ariba Cloud Service to which it is applied. The various meanings are indicated below.

“年度开支”（缩写：SPD）基于适用该词汇的特定 Ariba 云服务，其含义有所不同。其不同含义如下所述。

a) For Ariba Procure-to-Pay and Ariba Procure-to-Pay Federated Process Control: the total monetary amount of transactions processed by Customer through the Service in the applicable Contract Year calculated by adding the total monetary amount: (i) of invoices as calculated based upon the "Ok-to-Pay" message protocol generated after an invoice is reconciled in the Service; (ii) captured in the Service's "Total Amount Accepted" field for all no-release contracts with only receiving (i.e., contracts for which no invoices are generated); (iii) of purchase orders for purchases made via purchase cards; and, (iv) of any purchase orders that are not included in, or created against an invoice described in, any of the foregoing categories; provided that such total would exclude the monetary amount of any Invoices received from the Ariba Document Automation Service or Ariba Collaborative Commerce Document Automation Service and any amounts from transactions originating from any Fieldglass, Inc. cloud service. Customer must enter all monetary amounts associated with each such transaction in the applicable field designed to capture such monetary amount.

对于 Ariba 采购到支付服务和 Ariba 采购到支付联合流程控制服务，“年度开支”是指客户在相应合同年内通过服务处理的交易总金额，具体数值通过以下各项总金额相加计得：(i) 根据在使用服务发票对账后生成的“确定支付”消息协议计算得出的发票总金额；(ii) 在所有仅收到但未签发的合同（即：不生成发票的合同）的服务“收取的总金额”字段中捕获到的总金额；(iii) 通过采购卡下达的采购订单的总金额；以及 (iv) 不包含在前述任何类别中或非针对前述任何类别所述发票创建的采购订单的总金额；但此类总金额不包括从 Ariba 凭证自动化服务或 Ariba 协作商务凭证自动化服务中收取的任何发票金额以及 Fieldglass, Inc. 云服务交易产生的任何金额。客户必须在捕获此类金额的相应字段中输入与所有此类交易相关的全部金额。

b) For Ariba Procure-to-Order and Ariba Procure-to-Order Federated Process Control: the total monetary amount of purchase orders created, and the receipts imported or entered, against no-release contracts in the Ariba Procure-to-Order Service by Customer in the applicable Contract Year. Customer must enter all monetary amounts associated with each such transaction in the applicable field designed to capture such monetary amount.

对于 Ariba 采购到订单服务和 Ariba 采购到订单联合流程控制服务，“年度开支”是指客户在相关合同年内针对 Ariba 采购到订单服务的未签发合同所创建的采购订单的总金额，以及已导入或已输入的收货的总金额。客户必须在捕获此类金额的相应字段中输入与所有此类交易相关的全部金额。

- c) For Ariba Procurement Content and Ariba Collaborative Commerce: the total monetary amount of Customer’s transactions in the applicable Contract Year captured through the Ariba Procurement Content Service’s “submitted shopping cart” message protocol. Customer must enter all monetary amounts associated with each such transaction in the applicable field designed to capture such monetary amount.

对于 Ariba 采购内容服务和 Ariba 协作商务服务，“年度开支”是指通过 Ariba 采购内容服务的“已提交购物车”消息协议捕获的相关合同年内的客户的交易总金额。客户必须在捕获此类金额的相应字段中输入与所有此类交易相关的全部金额。

- d) For Ariba Spend Visibility Professional and Ariba Spend Visibility Basic (collectively, “Ariba Spend Visibility”): each twelve (12) month set of Spend Data (i.e., the twelve months of Spend Data for the initial Data Enrichment, and/or the aggregated Spend Data from either: (i) four quarterly refreshes, or (ii) twelve monthly refreshes).

对于 Ariba 专业开支可视性服务和 Ariba 基础开支可视性服务（以下统称“Ariba 开支可视性服务”），“年度开支”是指每十二（12）个月期间内产生的开支数据（即：初始数据丰富在 12 个月内产生的开支数据，和/或 (i) 4 个季度或 (ii) 12 个月内的刷新产生的汇总开支数据）。

- e) For SAP Supplier InfoNet: each twelve (12) month set of Spend Data.

对于 SAP Supplier InfoNet[供应商信息网]，“年度开支”是指每十二（12）个月期间内产生的开支数据。

- f) For Ariba Discount Professional: the total monetary amount of invoices processed by Customer through the Ariba Discount Professional Service in the applicable Contract Year.

对于 Ariba 专业折扣服务，“年度开支”是指客户在相应合同年内通过 Ariba 专业折扣服务处理的发票总金额。

- 1.2. “AribaPay Supplier” means a supplier who (a) has a trading relationship on the Ariba Network with Customer and (b) has enabled receipt of payments via the AribaPay Service, whether or not such supplier has actually received a payment or not via the AribaPay Service.

“AribaPay 供应商”是指 (a) 通过 Ariba 网络与客户建立贸易关系，并 (b) 已实现通过 AribaPay 服务收取款项的供应商，无论此供应商是否通过 AribaPay 服务实际收款。

- 1.3. “Child Site” means an area within the Cloud Service accessible by Customer where all of the actual procurement transactions occur (requisitions, orders, invoicing, receiving, etc...) It is configured to support one of the Ariba-supported enterprise resource planning (“ERP”) systems.

“子站点”是指客户可访问的云服务范围内的某个区域，所有实际采购交易（申购、订购、开票和收款等）均在此区域内进行。该站点经过配置，可为 Ariba 所支持的某款企业资源计划（以下简称“ERP”）系统提供支持。

- 1.4. “Contract Year” means each consecutive twelve (12) month period during the Subscription Term or any subsequent Renewal Term with the first such Contract Year commencing on the subscription start date.

“合同年”是指租用期和后续续租期限内的每个连续十二（12）个月的时间期限，第一个此类合同年自租用开始之日起。

- 1.5. “Concurrent Users” shall mean individual Named Users logged into the website of the Ariba Cloud Service at any one time.

“并发用户”是指在任何时候登录 Ariba 云服务网站的单个指定用户（或亦称为命名用户）。

- 1.6. **“Document(s)”** (abbreviation: DOC) has different meanings depending upon the specific Ariba Cloud Service to which it is applied. The various meanings are indicated below.  
**“凭证”**（缩写：DOC）基于适用该词汇的特定 Ariba 云服务，其含义有所不同。其不同含义如下所述。
- a) For Ariba Document Automation, Ariba Collaborative Finance, Ariba Collaborative Commerce Document Automation, and Ariba Collaborative Supply Chain: any Invoices Purchase Orders, Service Sheets, and SARs.  
对于 Ariba 凭证自动化服务、Ariba 协作财务服务、Ariba 协作商务凭证自动化服务和 Ariba 协同供应链服务，“凭证”是指任何发票、采购订单、服务表和 SAR。
  - b) For Ariba Procure-to-Order and Ariba Procure-to-Order Federated Process Control: any Purchase Orders  
对于 Ariba 采购到订单服务和 Ariba 采购到订单联合流程控制服务，“凭证”是指任何采购订单。
  - c) For Ariba Procure-to-Pay and Ariba Procure-to-Pay Federated Process Control: any Purchase Orders and Invoices.  
对于 Ariba 采购到支付服务和 Ariba 采购到支付联合流程控制服务，“凭证”是指任何采购订单和发票。
  - d) For Ariba Invoice Conversion Services and Ariba Open Invoice Conversion Services: any invoice, credit memo, and/or debit memo received by Ariba.  
对于 Ariba 发票转换服务和 Ariba 未清发票转换服务，“凭证”是指 Ariba 收到的任何发票、贷项凭单和/或借项凭单。
  - e) For Ariba-Buyer Funded SMP Fee Program: (i) any Invoice transmitted to Customer from Customer Supplier(s); and/or (ii) any Purchase Order transmitted by Customer to Customer Supplier(s) .  
对于 Ariba 买方出资 SMP 费用计划，“凭证”是指 (i) 客户供应商向客户传输的发票；和/或 (ii) 客户向客户供应商传输的采购订单。
- 1.7. **“Event”** means a specific sourcing project, such as an RFQ, in a particular services or commodity category initiated by Customer for Customer’s internal use and benefit generated through the Ariba Spot Quote function. . An Event will be counted for purposes of Usage Metrics only in the month in which the Event’s Start Date occurs, as identified within the Ariba Cloud Service.  
**“事件”**是指客户出于内部使用或内部利益启动的特定服务或商品类别的特定寻源项目，例如报价请求（RFQ），此类项目通过 Ariba 现场报价功能而生成。就使用指标而言，事件仅计入 Ariba 云服务内指定的该事件发生的开始日期所在的月份。
- 1.8. **“Invoice”** (abbreviation: INV) means any electronic invoice transmitted or received by or through the Ariba Network, excluding any electronic invoices originating from any Fieldglass, Inc. cloud service.  
**“发票”**（缩写：INV）是指通过或经由 Ariba Network 传输或接收的任何电子发票，但不包括 Fieldglass, Inc.云服务的电子发票。
- 1.9. **“Named User(s)”** as it appears throughout this Supplement (and as it may also appear in the corresponding Order Form to which this Supplement applies) shall either: (i) have the meaning explicitly assigned to it in the GTC; or (ii) be understood to have the same meaning as “Authorized User(s)” as such term is defined in the GTC. For clarity, Named User(s) are also sometimes referred to as “Authorized User(s)” in the GTC and/or Order Form.  
本补充中出现的（以及适用本补充的相应订购单中可能出现的）**“指定用户”**应：(i) 适用 GTC 中对其明确赋予的含义；或 (ii) 具有与 GTC 中定义的“授权用户”相同的含义。特此澄清，“指定用户”在 GTC 和/或订购单中有时也称为“授权用户”。

- 1.10. **"Parent Site"** is an area within the Ariba Cloud Service accessible by Customer that functions as a control center to define enterprise-wide procurement policies (i.e. approval rules, system parameters, customizations), manage catalog content, and consolidate master data that is shared across Customer's enterprise. The Parent Site publishes these policy, content, and data components which are ultimately consumed by Child Sites, if any, that subscribe to the information being published.  
"父站点"是指客户可访问的 Ariba 云服务范围内的某个区域, 它相当于一个控制中心, 可定义整个企业范围内的采购策略(如审批规则、系统参数、定制内容)、管理目录内容并整合在客户企业范围内共享的主数据。父站点负责发布此类策略、内容和数据组成部分, 并最终供订阅发布信息的子站点(如有)使用。
- 1.11. **"Project"** (abbreviation: PPM) means a specific sourcing project in a particular services or commodity category initiated by Customer for Customer's internal use and benefit, and can consist of any one or more related events. Examples of events include: (a) on-line auction, (b) sealed bid, (c) e-negotiation, (d) a RFQ, RFI, or RFP, (e) Quick Survey, and (f) Quick Projects. A Project will be counted for purposes of Usage Metrics only in the month or Contract Year (as applicable) in which the Project's Start Date occurs as identified within the Ariba Cloud Service.  
"项目"(缩写: PPM)是指客户出于内部使用和内部利益而启动的、在特定服务或商品类别范围内的特定寻源项目, 其中可能包含一个或多个相关事件。例如, 此类事件包括: (a) 在线拍卖; (b) 密封投标; (c) 电子谈判; (d) RFQ、RFI 或 RFP; (e) 快速调查; (f) 快速项目。对于使用指标, 项目仅计入 Ariba 云服务内指定项目开始日期所在的月份或合同年(如适用)。
- 1.12. **"Purchase Order"** (abbreviation: PO) means any electronic purchase order transmitted or received by or through the Ariba Network, excluding any electronic purchase orders originating from any Fieldglass, Inc. cloud service.  
"采购订单"(缩写: PO)是指通过或经由 Ariba Network 传输或接收的任何电子采购订单, 但不包括 Fieldglass, Inc. 云服务的电子采购订单。
- 1.13. **"Scheduling Agreement Release" or "SAR"** means any electronic document transmitted by Customer through the Ariba Network requesting (or indicating an intention to request) delivery of all or part of the total quantity of materials previously contracted for by Customer under an existing scheduling agreement.  
"计划协议下达"或"SAR"是指客户通过 Ariba Network 传输的请求(或表明请求意图)提供其先前依据现行计划协议签订合同的全部或部分材料的任何电子文档。
- 1.14. **"Service Sheet"** means any electronic notice of services delivered to Customer transmitted or received by or through the Ariba Network.  
"服务表"是指通过或经由 Ariba Network 传输或接收的向客户提交的任何电子服务通知。
- 1.15. **"Site"** (abbreviation: STE) means the web page containing the functionality described in the Documentation for the Service(s) accessible by and configured for and/or by Customer in accordance with the Agreement and the applicable Documentation. For purposes of certain Procurement Packages "Sites" means Parent Sites and Child Sites collectively.  
"站点"(缩写: STE)是指包含服务文档中所述功能的网页, 这些网页依据协议和适用文档对客户和/或由客户配置且客户可进行访问。在特定采购包中, "站点"是父站点和子站点的统称。
- 1.16. **"Spend Data"** (abbreviation: SPD) has different meanings depending upon the specific Service to which it is applied. The various meanings are indicated below:  
"开支数据"(缩写: SPD)基于适用该词汇的特定服务, 其含义有所不同。其不同含义如下所述:
- a) For Ariba Spend Visibility: a set of accounts payable, travel & expense or purchasing card data from Customer provided to Ariba for Data Enrichment processing through the Service, including transaction data ("Transaction Data") and data identifying Customer suppliers from within Customer's accounts payable system ("Supplier Records").

对于 Ariba 开支可视性服务：“开支数据”是指客户提供给 Ariba 以便通过服务进行数据丰富处理的一系列应付账款数据、差旅费用数据或采购卡数据，其中包括交易数据（以下简称“交易数据”）以及从客户应付账款系统内识别客户供应商的数据（以下简称“供应商记录”）。

- b) For SAP Supplier InfoNet: the total monetary amount of transactions between Customer and its suppliers (including accounts payable, travel and expense, purchasing card data etc.) that is delivered to Ariba as part of the Customer Content.

对于 SAP Supplier InfoNet[供应商信息网]：“开支数据”是指作为客户内容的一部分提交至 Ariba 的客户和其供应商之间的交易总额（包括应付账款数据、差旅费用数据和采购卡数据等）。

- 1.17. **“Supplemental Site”** means a separately purchased site for an Ariba Cloud Service that is set up in addition to the original Site and can either be configured to mirror the original Site or to be a non-production version of the original Site.

**“补充站点”**是指单独采购的在原站点之外建立的 Ariba 云服务站点，可配置为用于反映原站点的站点或原站点的非生产版本。

- 1.18. **“Team Member”** (abbreviation: TM) means a Named User who is not a “User”.

**“团队成员”**（缩写：TM）是指“用户”以外的指定用户。

- 1.19. **“Test Project”** means a Project in which the Test Project field has the “yes” indicator checked. Test Projects are included in the definition of “Project”; however, Test Projects shall not be counted toward Project Usage Metrics.

**“测试项目”**是指“测试项目”字段已选中“是”标识符的项目。测试项目包含在“项目”定义范围内，但测试项目不得计入项目使用指标。

- 1.20. **“User”** (abbreviation: USR) means a Named User who: (a) is designated in the applicable Ariba Cloud Service as an “Owner” of a Project, Contract Workspace, or Supplier Workspace; (b) can create a Supplier Organization in the Ariba Supplier Information & Performance Management Service; (c) can initiate or manage templates, Projects, Contract Workspaces, and/or Supplier Workspaces; (d) (for purposes of SAP Supplier InfoNet only) is authorized by Customer to access and/or use the SAP Supplier InfoNet Service; (e) is included in one of the User Groups indicated in the attached Exhibit 1-A for the applicable Ariba Cloud Service(s); and/or (f) included in a Customer-defined Group that has permissions equivalent to the permissions associated with any User Group. Certain User Groups are common to more than one Ariba Cloud Service (“Common User Groups”). If Customer subscribes to more than one Ariba Cloud Service and, if a person is in any Common User Group, such person shall be counted as a User for each Ariba Cloud Service to which the Common User Group applies. As used in this definition, “Owner” means, in regards to any Project or Supplier Workspace with any value in the field titled “Project State,” or any active Contract Workspace, the individual: (i) listed as “Owner” on the tab titled “Overview”; (ii) included in the list of individuals under the group titled “Project Owner” on the team tab; or, (iii) included in a Project Group (as an individual or as a member of another group) where such Project Group is assigned the role of “Project Owner”. “Contract Workspace” includes any Sales Contract Workspace, Internal Contract Workspace, or Procurement Contract Workspace, but does not include any Sales Contract Request or Procurement Contract Request. Capitalized terms not defined in this section or elsewhere in the Order Form are named features of the Ariba Cloud Service as described in the Ariba Cloud Service’s Documentation. Each “User” purchased for Ariba Contracts Management Professional, Ariba Supplier Information and Performance Management, Ariba Sourcing Professional, and/or Ariba Collaborative Sourcing, includes ten (10) Team Members (and, in Ariba Sourcing Professional or Ariba Collaborative Sourcing only, five (5) Projects per month). Expansion may only be purchased in blocks of additional Users, with a corresponding increase in the number of Team Members (and Projects per month, if applicable).

“用户”（缩写：USR）是指符合以下条件的指定用户：(a) 在相关 Ariba 云服务中被指定为项目、合同工作区或供应商工作区“所有者”；(b) 可以在 Ariba 供应商信息和绩效管理服务中创建供应商组织；(c) 可以启动或管理模板、项目、合同工作区和/或供应商工作区；(d)（仅针对 SAP Supplier InfoNet[供应商信息网]）经客户授权，可访问和/或使用 SAP Supplier InfoNet[供应商信息网]服务；(e) 包含于相关 Ariba 云服务的附件 1-A 中指定的某一用户组中；和/或 (f) 包含于其权限相当于任何用户组相关权限的客户定义组中。特定用户组对多项 Ariba 云服务通用（以下简称“通用用户组”）。如客户租用多项 Ariba 云服务，且某人属于任一通用用户组，则应将此人视为通用用户组所适用的每项 Ariba 云服务的用户。此定义中使用的“所有者”，对于任何项目或“项目状态”字段中包含任何值的供应商工作区或任何有效的合同工作区而言，是指符合以下条件的个人：(i) 在“概览”选项卡中被列为“所有者”；(ii) 包含于团队选项卡中的“项目所有者”组别下的个人列表中；或者 (iii) 包含于指定为“项目所有者”角色的项目组中（作为个人或其他组的成员）。“合同工作区”包括任何销售合同工作区、内部合同工作区或采购合同工作区，但不包括任何销售合同请求或采购合同请求。本节或本订购单其他各节中未定义的粗体术语是指在 Ariba 云服务文档中所述的 Ariba 云服务的指定特性。针对 Ariba 专业合同管理服务、Ariba 供应商信息和绩效管理服务、Ariba 专业寻源服务和/或 Ariba 协作寻源服务购买的每个“用户”包含十（10）名团队成员（且在 Ariba 专业寻源服务或 Ariba 协作寻源服务中，每个月仅限五（5）个项目）。仅可以额外的用户许可基准数量，相应增加团队成员的数量（和每个月的项目量，若适用）来购买扩展服务。

## 2. ARIBA PROCUREMENT PACKAGES.

### Ariba 采购包。

- 2.1. **Ariba Network Access.** The Ariba Cloud Services known as Ariba Procure-to-Pay, Ariba Procure-to-Pay Federated Process Control, Ariba Procure-to-Order, and Ariba Procure-to-Order Federated Process Control (each a “Procurement Package”) include access to the Ariba Network for up to twenty-five-thousand (25,000) annual Documents originated by the Procurement Package during the Subscription Term. The ability to transact Documents over the Ariba Network via any given Procurement Package in excess of the twenty-five-thousand (25,000) Documents in any given Contract Year, requires, as a prerequisite, an active, paid and co-terminus subscription to Ariba Document Automation or Ariba Collaborative Commerce Document Automation. For clarity, the number of Documents transacted over the Ariba Network in any given Contract Year via a Procurement Package in excess of twenty-five-thousand (25,000), if any, shall count against Customer’s Usage Metric for Ariba Document Automation or Ariba Collaborative Commerce Document Automation.

**Ariba Network 访问。**Ariba 云服务（即：Ariba 采购到支付服务、Ariba 采购到支付联合流程控制服务、Ariba 采购到订单服务和 Ariba 采购到订单联合流程控制服务（每一服务代表一个“采购包”）包含在租用期内对 Ariba Network 中由采购包生成的多达两万五千（25,000）份年度凭证进行访问的权限。在任意指定合同年内，如能通过任意指定采购包使用 Ariba Network 处理超过两万五千（25,000）份凭证，前提条件是，具备有效的、已支付费用且同期限的 Ariba 凭证自动化服务或 Ariba 协作商务凭证自动化服务租用。特此澄清，若在任意指定合同年中，通过采购包使用 Ariba Network 网络处理的凭证数量超过两万五千（25,000）份，则应按客户的 Ariba 凭证自动化服务或 Ariba 协作商务凭证自动化服务的使用指标计数。

- 2.2. Procurement Packages and other Ariba Cloud Services that provide invoicing functions may not provide functionality for tax invoices in all countries. Ariba/SAP makes no representation that invoices generated through any Ariba Cloud Service will be tax compliant or compliant with regional e-invoicing requirements.

提供开票功能的采购包和其他 Ariba 云服务可能不提供针对所有国家的税务发票功能。Ariba/SAP 未就通过任何 Ariba 云服务生成的发票符合税务规定或符合区域电子开票要求做任何陈述。

## 3. ARIBA DOCUMENT AUTOMATION.

### Ariba 凭证自动化服务。

During the Subscription Term, Customer may transact up to the number of Documents per Contract Year set forth in the Order Form under Usage Metrics over the Ariba Network using: (i) Ariba Document Automation or Ariba Collaborative Commerce Document Automation; and (ii) any other Ariba Cloud Service to which Customer has separately purchased a subscription that includes a connection to the Ariba Network. For clarity, the number of Documents stated as the Usage Metric for Ariba Document Automation or Ariba Collaborative Commerce Document Automation is a cumulative number applicable to all Documents transacted by Customer over the Ariba Network using any Ariba Cloud Service during the applicable Subscription Term.

在租用期限内，客户可使用 (i) Ariba 凭证自动化服务或 Ariba 协作商务凭证自动化服务；以及 (ii) 客户已单独购买包含 Ariba Network 连接的租用的任何其他 Ariba 云服务，按使用指标通过 Ariba Network 处理订购单中规定的每个合同年可处理的最多数量的凭证。特此澄清，对于 Ariba 凭证自动化服务或 Ariba 协作商务凭证自动化服务，使用指标中规定的凭证数量是指客户使用任何 Ariba 云服务在相应租用期间内通过 Ariba Network 处理的全部凭证的累积数量。

#### **4. ARIBA INVOICING PACKAGES.**

##### **Ariba 开票包。**

The Ariba Cloud Services known as Ariba Document Automation, Collaborative Commerce Document Automation and Ariba Invoice Professional may not provide functionality for tax invoices in all countries. Ariba/SAP makes no representation that invoices generated through any Ariba Cloud Service will be tax compliant or compliant with regional e-invoicing requirements.

Ariba 云服务（即，Ariba 凭证自动化服务、Ariba 协作商务凭证自动化服务和 Ariba 专业发票服务）可能不提供针对所有国家的税务发票功能。Ariba/SAP 未就通过任何 Ariba 云服务生成的发票符合税务规定或符合区域电子开票要求做任何陈述。

#### **5. ARIBA SPOT QUOTE.**

##### **Ariba 现货报价服务。**

Ariba Spot Quote includes limited access to the Ariba Network, the Ariba Sourcing Professional, the Ariba Collaborative Sourcing, and the Ariba Discovery Services. If Customer has subscribed to Ariba Spot Quote, then Customer's access to and use of those Services is limited to only such access and use necessary to fully utilize Ariba Spot Quote features and functionality, as described in the Ariba Spot Quote Documentation, unless Customer has separately subscribed to those other Services. Further, by entering into an Order Form for a subscription to Ariba Spot Quote, Customer agrees to be bound by the Ariba Discovery Terms of Use in regards to features and functions of Ariba Spot Quote that are performed on the Ariba Discovery site, and that the Ariba Discovery Terms of Use shall take precedence over any confliction terms in the Order Form in regards to the Ariba Discovery site.

Ariba 现货报价服务包括对 Ariba Network、Ariba 专业寻源服务、Ariba 协作寻源服务和 Ariba Discovery 服务的有限访问权。如客户已租用 Ariba 现货报价服务，则根据 Ariba 现货报价服务文档中的规定，客户对这些服务的访问和使用仅限于充分利用 Ariba 现货报价功能所必要的此类访问和使用，除非客户已单独租用其他服务。此外，通过签订租用 Ariba 现货报价服务的订购单，客户同意受到与 Ariba Discovery 网站上所述的 Ariba 现货报价服务的特性和功能相关的 Ariba Discovery 使用条款的约束，且 Ariba Discovery 使用条款的效力优于订购单中与 Ariba Discovery 网站相关的任何冲突条款。

#### **6. ARIBA DISCOVERY ADD-ON FEATUES FOR SOURCING**

##### **Ariba Discovery 的附加寻源功能**

If Customer has subscribed to this Service in an Order Form, then Customer shall register on the Ariba Discovery site and accept the Terms of Use for Ariba Discovery ("Discovery Registration"). As part of the program, Ariba shall not charge fees to suppliers to respond to and/or participate in any of Customer's sourcing events issued via Ariba Discovery, Ariba

Collaborative Sourcing or Ariba Sourcing Professional during the Subscription Term. Ariba reserves the right to charge fees to suppliers, including those suppliers responding to and/or participating in Customer's sourcing events, for any other usages of Ariba Discovery, Ariba Sourcing Professional, Ariba Collaborative Sourcing, the Ariba Network and/or any other Ariba Cloud Service not directly related to, or required for, responding to and/or participating in Customer's sourcing events. Further, Customer may, following Discovery Registration, access and use any or all Ariba Discovery functionality that Ariba makes generally available to customers at no additional charge during the Subscription Term. The terms of the Discovery TOU shall govern Customer's access to and use of the Ariba Discovery website and take precedence over any conflicting terms.

如客户已通过订购单租用本服务，则客户应注册 Ariba Discovery 站点并接受 Ariba Discovery 的使用条款（以下简称“Discovery 注册”）。作为该计划的一部分，供应商无需向 Ariba 支付任何费用，即可在租用期内响应和/或参与通过 Ariba Discovery 服务、Ariba 协作寻源服务或 Ariba 专业寻源云服务发起的任何客户寻源事件。Ariba 保留向供应商收取费用的权利，其中包括以下供应商：响应并/或参与客户寻源事件的供应商；以其他任何方式使用 Ariba Discovery 服务、Ariba 专业寻源服务、Ariba 协作寻源服务、Ariba Network 和/或任何其他与响应和/或参与客户寻源事件并非直接相关或必要 Ariba 云服务的供应商。此外，在完成 Discovery 注册之后，客户可以访问并使用 Ariba 在租用期内广泛提供给客户的任何或所有 Ariba Discovery 的功能，并且不额外收取费用。Discovery 使用条款对客户访问和使用 Ariba Discovery 网站的行为进行约束，并且优于任何冲突条款。

**7. ARIBAPAY.** The following terms apply to the AribaPay Service and shall supersede any conflicting terms in the Agreement.

**AribaPay.** 以下条款适用于 AribaPay 服务，且若与其他协议条款存在冲突，应以下列条款为准。

**7.1. Definitions.** For purposes of AribaPay, each capitalized term below shall have the meaning indicated below:

定义。以下与 AribaPay 有关的各个粗体术语应当具有如下含义：

a) **"Ariba-Side Services"** means the portion of the AribaPay Service consisting of functionality provided by Ariba to: (i) forward payment information from Customer to Discover for processing a payment to an AribaPay Supplier; and (ii) return status information to the Customer regarding such payments.

**"Ariba-Side 服务"**是指 AribaPay 服务的一部分，由 Ariba 提供的功能组成，用于：(i) 将付款信息从客户发送至 Discover，用以处理向 AribaPay 供应商的付款；和 (ii) 向客户返回该付款状态的信息。

b) **"Discover"** means DFS Services, LLC. Discover is a third party provider to Ariba.

**"Discover"**是指 DFS 服务和 LLC。Discover 是 Ariba 的第三方提供商。

c) **"Participation Agreement"** means, collectively, an agreement between Customer and Discover for participation in the Discover Commercial Payments Network, and any other terms between Customer and Discover related to the Payment Processing Services. Ariba/SAP is not party to the Participation Agreement.

**"参与协议"**是指客户和 Discover 之间就参与 Discover 商业支付网络达成的协议，以及客户和 Discover 之间关于支付处理服务的任何其他条款的总称。Ariba/SAP 不是参与协议的缔约方。

d) **"Payment Processing Services"** means the portion of the AribaPay Service consisting of payment processing services to settle payments between Customer and AribaPay Suppliers, including every function of the AribaPay Service 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 Discover, its affiliates, and/or service providers pursuant to the Participation Agreement, and none of which are provided by Ariba/SAP.



“付款处理服务”是指 AribaPay 服务的一部分，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 服务的各个功能、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/或作为付款处理器。所有这些都是由 Discover、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 Ariba/SAP 提供。

7.2. **Governing Contract Terms.** The AribaPay Service is provided, collectively, by (i) Ariba pursuant to the Order Form, and, (ii) by Discover, pursuant to the Participation Agreement. Customer acknowledges and agrees that, in using the AribaPay Service, Customer has a separate commercial relationship with each of (a) Ariba (pursuant to the Order Form), and (b) Discover pursuant to the Participation Agreement. Access to and use of the AribaPay Service, including receipt of the Ariba-Side Services, is conditioned upon Customer’s acceptance of the Participation Agreement with Discover.

**管理合同条款。**AribaPay 服务由 (i) Ariba 依据订购单，以及 (ii) Discover 依据参与协议联合提供。客户承认并同意，通过使用 AribaPay 服务，客户分别与 (a) Ariba（依据订购单）和 (b) Discover（依据参与协议）建立了商业关系。访问和使用 AribaPay 服务（包括接收 Ariba-Side 服务）的前提是，客户接受与 Discover 签订的参与协议。

7.3. **Payment Processing Services.** Ariba/SAP does not provide any portion of the Payment Processing Services. Customer agrees and acknowledges that: (i) Ariba/SAP is not responsible for the acts or omissions of Discover, its affiliates, or service providers, or any claims related to the Payment Processing Services; (ii) any claim regarding Discover’s acts or omissions and/or the Payment Processing Services may only be brought against Discover pursuant to the Participation Agreement, subject to any limitations contained therein; and, (iii) Ariba/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 the AribaPay Service.

**付款处理服务。**Ariba/SAP 不提供任何付款处理服务。客户同意并承认：(i) Ariba/SAP 不对 Discover、其关联公司或其服务提供商的作为或不作为，或与付款服务相关的任何索赔负责；(ii) 任何有关 Discover 的作为和不作为，和/或付款处理服务的索赔只能依据参与协议向 Discover 提出，且需遵守本补充的限制条款；和 (iii) 对于因客户通过 AribaPay 服务请求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，Ariba/SAP 概不负责。

7.4. **Underlying Transactions.** Neither Discover nor Ariba/SAP is obligated to resolve disputes between Customer and other customers of the AribaPay Service, including AribaPay Suppliers, with respect to the transactions for which payments are initiated using the AribaPay Service. Determining the rights, responsibilities and remedies regarding the transactions for which payments are initiated via the 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。**Discover 和 Ariba/SAP 都没有义务解决客户与其他 AribaPay 服务客户之间，包括客户与 AribaPay 供应商之间，就使用 AribaPay 服务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。

7.5. **Initiating AribaPay Transactions.** It is solely Customer’s responsibility to: (i) initiate payment transactions through the AribaPay Service; (ii) implement appropriate security precautions regarding which Customer’s Named Users have authority to initiate payment transactions; (iii) validate the AribaPay Suppliers to receive payment as required; and, (iv) determine if the 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.

**启动 AribaPay 交易。**客户将全权负责：(i) 通过 AribaPay 服务启动付款交易；(ii) 就哪些客户的指定用户有权启动付款交易采取适当的安全防范措施；(iii) 确认 AribaPay 供应商按照要求收款，以及 (iv) 确定服务是否满足与针对未清发票提交和处理付款相关的客户本身独特的内部要求、法律要求和监管要求。

- 7.6. **Territorial Restrictions for the AribaPay Service.** The AribaPay Service is only available in the United States. Customer represents and warrants that Customer, and any Customer affiliate allowed by Customer to use of the AribaPay Service on behalf of Customer; (i) is incorporated or organized in the United States or Puerto Rico and actively engaged in the sale or purchase of goods and/or services; and (ii) will only designate a U.S. dollar (\$) denominated settlement account maintained at a bank, credit union, or similar financial institution located in the United States or Puerto Rico as the named settlement account under the Participation Agreement, for the purpose of the AribaPay Service.

**AribaPay 服务的地域限制。**AribaPay 服务仅在美国提供。客户陈述并保证：客户以及客户允许其代表客户使用 AribaPay 服务的任何客户关联公司 (i) 是在美国或者波多黎各注册或组建的，经营范围为销售或购买商品和/或服务；且 (ii) 为了使用 AribaPay 服务，将仅指定一个在美国或者波多黎各的银行、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。

- 7.7. **Operating Policies.** Only the Ariba-Side Services portion of the AribaPay Service will be operated in compliance with the Ariba Security Policy, Ariba Service Level Program, and Ariba Data Policy and Privacy Statement. Discover is responsible for the operation of the systems underlying the Payment Processing Services and such use is governed under the Participation Agreement Customer executes with Discover.

**操作策略。**仅 AribaPay 服务的 Ariba-Side 服务部分在运行时须遵守 Ariba 安全策略、Ariba 服务水平计划以及 Ariba 数据策略和隐私声明。Discover 负责运行付款处理服务所基于的系统，且此类服务的使用受客户与 Discover 签订的参与协议的约束。

- 7.8. **Warranty.** Notwithstanding anything to the contrary above or elsewhere in the Order Form, the warranty for the Service set forth in the GTC shall apply to the AribaPay Service in its entirety, including Payment Processing Services, subject to the terms, conditions and sole remedies set forth therein.

**保证。**尽管上述或订购单中有任何相反的规定，依据此处规定的条款、条件和唯一补救措施，GTC 中的服务保证仍应适用于整个 AribaPay 服务，包括付款处理服务。

## 8. **ARIBA DISCOUNT PROFESSIONAL.**

**Ariba 专业折扣服务。**

The Discount Professional Service consists of a combination of the following elements provided by Ariba to Customer on a subscription basis as a single package and described in the most current version of the Documentation: (i) electronic functionality accessible via the internet and any related incidental software components ("Discount Professional"); and (ii) a set of pre-defined services designed to support Customer's early pay discount program initiative involving the use of Discount Professional ("Discount Pro Services"). Ariba'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.

专业折扣服务是指 Ariba 采用租用模式作为单独包提供给客户的以及最新版的文档中所述的以下要素：(i) 可通过互联网和任何相关附带软件组件访问的电子功能（以下简称“专业折扣”）；以及 (ii) 一系列旨在为客户的提前付款折扣项目计划（包括专业折扣使用）提供支持的预定义服务（以下简称“专业折扣服务”）。Ariba 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）。

## 9. **ARIBA-BUYER FUNDED SMP FEE PROGRAM.**

**Ariba 买方出资 SMP 费用计划。**

- 9.1. **Definitions.** For purposes of the Ariba-Buyer Funded SMP Fee Program, each capitalized term below shall have the meaning indicated below:

**定义。**以下与 Ariba 买方出资 SMP 费用计划有关的各个粗体术语应当具有如下含义：

- a) **“Customer Supplier”** means a supplier from which Customer purchases goods or services for its own account, where Documents related to those purchases are routed through the Ariba Network as to such supplier’s relationship with Customer; provided that any such supplier shall only be considered a Customer Supplier for so long as it remains in “Good Standing” on the Ariba Network (meaning that it has registered on the Ariba Network, completed its Ariba Network profile, and accepted terms of use for Ariba Network).

“客户供应商”是指客户从其处为自身购买商品或服务的供应商，与这些购买相关的文档将根据此类供应商与客户之间的关系通过 Ariba Network 进行传送；但前提是，仅当此类供应商在 Ariba Network 中保持良好的信誉（即，该供应商已注册 Ariba Network，在 Ariba Network 上完成资料填写，同时已接受 Ariba Network 使用条款）时才可视为客户供应商。

- b) **“NTS Fee”** (also called the Network Transaction Service fee or **“SMP Fee”**) means the per-transaction fee Ariba charges some suppliers relating to invoices a supplier routes over the Ariba Network as to its transactions with a buyer (excluding any taxes paid by such suppliers, any refunds Ariba pays to such suppliers relating to such fees, and any applicable supplier fees relating to Ariba Discovery).

“NTS 费用”（也称作网络交易服务费或“SMP 费用”）是指 Ariba 向一些供应商收取的与供应商根据其 与买方的交易通过 Ariba Network 传送的发票相关的每笔交易费（不包括此类供应商支付的任何税费、Ariba 向此类供应商偿付的与此类费用相关的退款以及与 Ariba Discovery 相关的任何适用供应商费用）。

- c) **“SL Fee”** means an annual subscription fee charged to a supplier for certain packages of Ariba Network capabilities (excluding any taxes paid by such suppliers, any refunds Ariba pays to such suppliers relating to such fees, and any applicable supplier fees relating to Ariba Discovery).

“SL 费用”是指向供应商收取的针对特定 Ariba Network 功能包的年租用费（不包括此类供应商支付的任何税费、Ariba 向此类供应商偿付的与此类费用相关的退款以及与 Ariba Discovery 相关的任何适用 供应商费用）。

- 9.2. **Customer-Paid NTS and SL Fee.** During the initial Subscription Term set forth in the Order Form (and during any Renewal Term entered into by the parties pursuant to subsection 9.4 below), Ariba shall not charge any NTS Fees or SL Fees to Customer Suppliers arising from transactions between Customer and Customer Suppliers, provided that: (i) Customer remains current on all outstanding invoices owed to Ariba; and (ii) the number of Documents transacted between Customer and Customer Supplier(s) does not exceed the Usage Metric set forth in the Order Form.

客户支付的 NTS 和 SL 费用。在订购单规定的初始租用期（以及在协议双方依据以下第 9.4 小节约定的续租期）内，Ariba 不得就客户与客户供应商之间的交易向客户供应商收取任何 NTS 费用或 SL 费用，但前提是：(i) 客户及时向 Ariba 支付所有未清发票金额；以及 (ii) 客户和客户供应商之间处理的凭证数量未超出订购单中规定的使用指标。

- 9.3. **Customer Suppliers.**

客户供应商。

- a) **Governing Contractual Terms.** All regular terms apply to Ariba Network usage by Customer Suppliers. Customer’s subscription to the Ariba-Buyer Funded SMP Fee Program does not: (a) create any contractual relationship between Ariba/SAP and Customer Supplier(s); or (b) create any contractual relationship between Customer and Ariba/SAP in regards to any transactions in which Customer might engage on or through the Ariba Network in Customer’s role as a supplier . Rather, it merely addresses a financial arrangement between Ariba and Customer related to certain NTS Fees and SL Fees during the Subscription Term.

管理合同条款。所有常规条款均适用于客户供应商对 Ariba Network 的使用。客户租用 Ariba 买方出资 SMP 费用计划并不会：(a) 在 Ariba/SAP 和客户供应商之间建立任何合同关系；或 (b) 就客户可能

以供应商身份通过或经由 Ariba Network 从事的任何交易，在客户和 Ariba/SAP 之间建立任何合同关系。而只会在 Ariba 和客户之间做出有关租用期内特定 NTS 费用和 SL 费用的财务安排。

- b) **Regulated Entities.** Certain governmental, public and/or regulated entities (each, a "Regulated Entity") may be subject to laws and regulations that prohibit requiring their trading partners to pay a transactional fee to a third party in order to be able to transact with such a Regulated Entity. If Customer is a Regulated Entity, it hereby acknowledges and agrees that it shall only be permitted to transact over the Ariba Network with Customer Suppliers via the Ariba-Buyer Funded SMP Fee Program, as set forth herein. If Customer is not a Regulated Entity, it shall notify Ariba in advance of its desire to have a particular Customer Supplier participate in the Ariba-Buyer Funded SMP Fee Program and any other Customer Suppliers will be charged NTS Fees and SL Fees as each accrues in due course. Customer is solely responsible for determining its status as a Regulated Entity and the suitability of the Cloud Service for Customer's business, and complying with any regulations, laws, or conventions applicable to Customer and Customer's use of any Ariba Cloud Service.

**受监管实体。** 部分政府机构、公共机构和/或受监管实体（每类均为“受监管实体”）受相关法律法规的约束，禁止要求其贸易合作伙伴向第三方支付费用之后才能与该受监管实体进行交易。如客户为受监管实体，客户特此确认并同意，其只能依据本协议的规定，通过 Ariba 买方出资 SMP 费用计划，在 Ariba Network 中与客户供应商进行交易。如客户不是受监管实体，客户应将其希望某特定客户供应商加入 Ariba 买方出资 SMP 费用计划的意愿提前告知 Ariba，Ariba 将在适当时机对任何其他客户供应商收取所产生的 NTS 费用和 SL 费用。客户全权负责确定其自身的受监管实体身份以及云服务对其业务的适用性，并遵守对其及其有关任何 Ariba 云服务的使用适用的任何法规、法律或约定。

- c) **Disqualified Suppliers.** At any point during the Subscription Term (or any Renewal Term), if a Customer Supplier either: (a) decides to no longer participate in this arrangement; or (b) ceases to qualify as a Customer Supplier (either a "Disqualified Supplier"); then any obligations Ariba/SAP may have not to charge any NTS Fees and/or SL Fees under the terms of this Ariba-Buyer Funded SMP Fee Program with respect to such Disqualified Supplier shall cease immediately as of the date of such Disqualified Supplier's exiting ("Exit Date"); provided that, a Disqualified Supplier may subsequently be reinstated as a qualifying Customer Supplier if and when the conditions prompting the disqualification have been reversed. For clarity, any Documents transacted between Customer and Customer Supplier during the period up to and including the Exit Date shall count against the applicable Usage Metric.

**不合格供应商。** 在租用期（或续租期）内的任何时间，若客户供应商：(a) 决定不再参与此项安排；或 (b) 不再具备客户供应商资格（两种情况下均为“不合格供应商”）；则 Ariba/SAP 可自此类不合格供应商退出之日（以下简称“退出日期”）起立即停止依据 Ariba 买方出资 SMP 费用计划的条款不得收取任何 NTS 费用和/或 SL 费用的义务；但前提是，如重新具备取得资格的条件，则随后可恢复不合格供应商的客户供应商资格。特此澄清，客户和客户供应商在退出日期之前的期间内（包括退出日期当天）处理的任何文档应依据相关使用指标进行计算。

- 9.4. **Renewal of Ariba-Buyer Funded SMP Fee Program.** Notwithstanding anything to the contrary in the GTC and/or Order Form, Customer's subscription to the Ariba-Buyer Funded SMP Fee Program may only renew or extend by the mutual written agreement of the parties.

**Ariba 买方出资 SMP 费用计划的续租。** 尽管 GTC 和/或订购单中有任何相反规定，客户对 Ariba 买方出资 SMP 费用计划的租用仅限在双方一致书面同意的情况下予以续租或延期。

- 9.5. **Confidentiality.** The terms of the Ariba-Buyer Funded SMP Fee Program described herein are acknowledged as the Confidential Information of Ariba/SAP and shall not be shared with third parties, except to the extent needed to inform Customer Supplier(s) that would normally be charged certain NTS Fees and/or SL Fees in connection with their transactions with Customer over the Ariba Network that such fees shall not be invoiced to them, per the terms stated herein. If Customer discloses this arrangement to anyone (excluding the impacted Customer

Suppliers participating), Ariba/SAP may, in its sole discretion, terminate Customer's subscription to the Ariba-Buyer Funded SMP Fee Program ("Early Cancellation"). Customer's sole and exclusive remedy in the event of an Early Cancellation shall be a refund of any pre-paid, unused fees attributable to the Ariba-Buyer Funded SMP Fee Program for the period after the Early Cancellation.

**保密。**本补充中所述的 Ariba 买方出资 SMP 费用计划的相关条款应视为 Ariba/SAP 的保密信息，不得与第三方共享，除因客户供应商与客户通过 Ariba Network 开展的交易通知客户供应商通常要对其收取的特定相关 NTS 费用和/或 SL 费用（按照本补充所列条款不得向其收取此类费用）需要共享的情况除外。如客户向任何人（不包括参与其中的相关客户供应商）披露了本安排，Ariba/SAP 可自行决定终止客户对 Ariba 买方出资 SMP 费用计划的租用（以下简称“提前取消”）。如提前取消，则作为客户的唯一且排他性救济，客户将获得提前取消之后期间的预付且未使用的 Ariba 买方出资 SMP 费用计划费用的退款。

## 10. ARIBA SPEND VISIBILITY.

**Ariba 开支可视性服务。**

- 10.1. **Access to Online Cloud Service.** If Customer has subscribed to the Ariba Spend Visibility Professional Service, then up to 200 Concurrent Users may access the Service online subject to the additional Usage Metrics stated in the Order Form. If Customer has subscribed to the Ariba Spend Visibility Basic Service, then Ariba shall provide the data enriched through the Data Enrichment portion of the Service in the Ariba Spend Visibility schema format (as csv file or in a format for the Ariba Analysis software) for loading by Customer into Customer's instance of the Ariba Analysis software (or other Customer system), licensed by Customer under separate contract.

**访问在线云服务。**如客户已租用 Ariba 专业开支可视性服务，则依据订购单中规定的额外使用指标，最多可达 200 名并发用户在线访问该服务。如客户已租用 Ariba 基础开支可视性服务，则 Ariba 应以 Ariba 开支可视性的图解格式（作为 csv 文件或以 Ariba 分析软件的一种格式）提供经由该服务的数据丰富部分进行丰富处理的数据，以供客户将该类数据加载至客户依据单独合同授予许可的 Ariba 分析软件（或客户其他系统）的客户实例中。

- 10.2. **Ariba Spend Visibility for SAP SPM.** If Customer has subscribed to Ariba Spend Visibility Basic for SAP Spend Performance Management, then for each cycle of Data Enrichment, Customer shall load Spend Data (subject to the Usage Metrics stated in the Order Form), in SAP Spend Performance Management software ("SAP SPM") format, into the Ariba Spend Visibility Basic Service. After each cycle of Data Enrichment, Ariba shall make the enriched data available to Customer in a file in the SAP SPM format for loading into Customer's instance of SAP SPM, which Customer hereby verifies it has licensed under separate contract with SAP SE or a third party. Customer's access to the Ariba Spend Visibility Basic Service shall be limited to the following purposes: (a) loading Spend Data as described in this section; (b) validation of loaded Spend Data; and, (c) submitting enrichment change requests for feedback/ refinement of loaded Spend Data. Ariba's Spend Visibility Cloud Services include Data Enrichment and data transformation from and into the SAP SPM format ("Data Transformation").

**适用于 SAP SPM 的 Ariba 开支可视性服务。**如客户已租用适用于 SAP Spend Performance Management[开支绩效管理]的 Ariba 基础开支可视性服务，则对于数据丰富的每个周期，客户应（依据订购单中规定的使用指标）将开支数据以 SAP Spend Performance Management[开支绩效管理]软件（简称“SAP SPM”）的格式加载至 Ariba 基础开支可视性服务中。在数据丰富的每个周期之后，Ariba 应以 SAP SPM 格式的文件为客户提供丰富的数据，将数据上传至客户的 SAP SPM 实例中。客户谨此确认该实例已根据 Ariba 与 SAP SE 或第三方另行签署的合同获得许可。客户仅限出于以下目的访问 Ariba 基础开支可视性服务：(a) 加载本节中所述的开支数据；(b) 验证加载的开支数据；(c) 针对已加载开支数据的反馈/调整提交丰富数据的变更请求。Ariba 开支可视性云服务包括数据丰富和 SAP SPM 格式的数据转换（以下简称“数据转换”）。

- 10.3. **Data License.** All information provided to Customer by Ariba/SAP (excluding the information Customer provides to Ariba/SAP, which Ariba/SAP later returns to Customer) ("Database

Information”) is provided for Customer’s internal commercial (non-consumer related) use only and may not be provided to third parties (excluding contractors and authorized affiliates). Customer will not use the Database Information as a factor in establishing an individual’s eligibility for (i) credit or insurance to be used primarily for personal, family or household purposes; or (ii) employment. For purposes of this Agreement, “contractors” shall mean a third party that may access the Database Information on Customer’s behalf and within a Customer-controlled environment, provided that such contractors use the Database Information in accordance with this Agreement. Customer is liable for any use or disclosure by any contractor of Database Information which if done by Customer itself would be a breach of this Agreement. Customer may not resell or relicense the Database Information. All Database Information provided to Customer is proprietary information of Ariba/SAP or its third party information providers (“Providers”). 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 Ariba/SAP advises Customer to independently verify such Database Information. Ariba/SAP and its Providers shall not be liable for any loss arising out of or in any way relating to the Database Information. Ariba’s/SAP’s Providers are third party beneficiaries of these terms. Ariba/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.

**数据许可。** Ariba/SAP 向客户提供的全部信息（不包括客户向 Ariba/SAP 提供，随后 Ariba/SAP 又返回给客户的信息）（以下简称“数据库信息”）仅限客户内部商业（与消费者无关）用途，不得对第三方提供（承包商和授权关联企业除外）。客户不得将数据库信息用作在以下方面获得个人资格的要素：(i) 主要用于为个人、家人或家庭目的取得贷款或保险，或 (ii) 就业。在本协议中，“承包商”是指可代表客户在客户控制的环境中访问数据库信息的第三方，但前提是此类承包商应遵照本协议使用数据库信息。对于任何承包商使用或披露数据库信息时违反本协议的行为，均应视为客户本人违反本协议，客户应承担全部责任。客户不得转售或再许可数据库信息。向客户提供的所有数据库信息均为 Ariba/SAP 或其第三方信息提供商（以下简称“提供商”）的专有信息。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、完整性或及时性所作出的任何担保，Ariba/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之相关的任何损失，Ariba/SAP 及其提供商概不负责。Ariba/SAP 的提供商是此类条款的第三方受益人。Ariba/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之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损害概不负责。

- 10.4. **Data Enrichment:** Data enrichment will consist of an initial enrichment of up to twelve (12) months of Customer’s historic Spend Data followed by quarterly enrichment cycles of three (3) months of current Spend Data (or, if Customer has purchased monthly refreshes, monthly enrichment cycles of one (1) month of current Spend Data) each for the remainder of the Subscription Term, with the last enrichment cycle beginning no less than two (2) months prior to end of the Subscription Term (or one (1) month for monthly refreshes) (“Data Enrichment”). Customer may choose to utilize less frequent refreshes if desired, but fees shall remain unchanged.

**数据丰富：** 数据丰富包括初始丰富（涵盖长达十二（12）个月的客户历史支出数据）、后续季度丰富周期或月丰富周期（即：对于剩余的租用期，丰富每三（3）个月的当前开支数据，或如客户已购买月刷新，丰富每一（1）个月的当前开支数据）以及最后丰富周期（其开始日期不迟于租用期结束前的两（2）个月或一（1）个月的月刷新）（以下简称“数据丰富”）。客户可以按需选择使用低频率的刷新，但费用保持不变。

- 10.5. **Data Enrichment Schedule.** The applicable Table below shows an approximate schedule for Data Enrichment which Ariba and Customer will jointly refine at the beginning of Phase 1. (Note: the number of source systems of Spend Data, data quality and volume influence the actual schedule.) Table 1 applies to Data Enrichment for Ariba Spend Visibility and Ariba Spend Visibility Basic for SAP SPM. Table 2 applies to Data Enrichment for Ariba Spend Visibility with Data Transformation Services.

**数据丰富计划。** 下表显示了大致数据丰富计划，Ariba 和客户将在第一阶段启动时共同对其予以改进。（注意：开支数据的源系统数量、数据质量和数据量影响实际计划。）表 1 适用于以下服务的数据丰富：

Ariba 开支可视性服务和适用于 SAP SPM 的 Ariba 基础开支可视性服务。表 2 适用于 Ariba 开支可视性和数据转换服务的数据丰富。

**Table 1**  
表 1

<b>Ariba Deliverable</b> Ariba 交付成果		<b>Timeframe</b> 时间范围	
<p>Initial Data Enrichment 初始数据丰富</p> <p>(Applicable to initial pass on each batch of new source systems of Spend Data) (适用于新的开支数据源系统的各个批次的初始传输)</p>	<p>Configuration of Ariba Data Enrichment ("ADE") software for enrichment of Customer data 配置 Ariba 数据丰富 (简称"ADE") 软件, 以丰富客户数据</p>	6	<p>weeks from receipt of all properly formatted files from Customer and Customer approval of uploaded data for enrichment 周 (自从客户处收到所有格式正确的文件, 并经客户审批待丰富的上传数据后开始)</p>
	<p>Automated supplier data enrichment through ADE 通过 ADE 自动丰富供应商数据</p>		
	<p>Manual review of supplier data enrichment results 手动审核供应商数据丰富结果</p>		
	<p>Supplier data enrichment results made available to Customer 将供应商数据丰富结果提供给客户</p>		
	<p>Automated commodity code enrichment of Customer invoice data through ADE 通过 ADE 自动丰富客户发票数据的商品代码</p>		
	<p>Manual review of automated classification results 手动审核自动化的分类结果</p>		
	<p>Commodity classification results made available to Customer 将商品分类结果提供给客户</p>		
<p>Data Enrichment Refreshes 数据丰富刷新</p> <p>(Applicable to subsequent passes of source systems of Spend Data) (适用于开支数据源系统的后续传输)</p>	<p>Automated supplier and commodity data enrichment of new Customer data through ADE 通过 ADE 自动丰富新客户数据的供应商数据和商品数据</p>	4	<p>weeks from receipt of all properly formatted files from Customer and Customer approval of uploaded data for enrichment 周 (自从客户处收到所有格式正确的文件, 并经客户审批待丰富的上传数据后开始)</p>
	<p>Manual review of Data Enrichment results 手动审核数据丰富结果</p>		
	<p>Enriched data made available to Customer 将已丰富的数据提供给客户</p>		



**Table 2**  
表 2

<b>Initial Enrichment Cycle (Applicable to initial pass on each batch of new source systems of Spend Data)</b> 初始丰富周期（适用于新的开支数据源系统的各个批次的初始传输）			
<b>Ariba Deliverable</b> Ariba 交付成果		<b>Timeframe</b> 时间范围	
Data Transformation 数据转换	Transform file formats to Ariba Spend Visibility format (Ariba Specified format) 将文件格式转换为 Ariba 开支可视性格式（Ariba 指定的格式）	2	weeks from receipt of all files from Customer 周（自从客户处收到所有文件后开始）
Data Enrichment 数据丰富	Configuration of Ariba Data Enrichment (ADE) software for enrichment of Customer data 配置 Ariba 数据丰富（ADE）软件，以丰富客户数据	6	weeks from Customer approval of uploaded data for enrichment 周（自客户审批待丰富的上传数据后开始）
	Automated supplier enrichment through ADE 通过 ADE 自动丰富供应商数据		
	Manual review of supplier enrichment results 手动审核供应商丰富结果		
	Supplier enrichment results made available to Customer 将供应商丰富结果提供给客户		
	Automated commodity code enrichment of Customer invoice data through ADE 通过 ADE 自动丰富客户发票数据的商品代码		
	Manual review of automated classification results 手动审核自动化的分类结果		
	Commodity classification results made available to Customer 将商品分类结果提供给客户		
<b>Refresh Cycles</b> 刷新周期			
<b>Ariba Deliverable</b> Ariba 交付成果		<b>Timeframe</b> 时间范围	
Data Transformation 数据转换	Transform file formats to Ariba Spend Visibility format (Ariba Specified format) 将文件格式转换为 Ariba 开支可视性格式（Ariba 指定的格式）	1	Weeks from receipt of all files from Customer 周（自从客户处收到所有文件后开始）
Data Enrichment 数据丰富	Automated supplier & commodity enrichment of new Customer data through ADE 通过 ADE 自动丰富新客户数据的供应商数据和商品数据	4	weeks from Customer approval of uploaded data for enrichment 周（自客户审批待丰富的上传数据后开始）
	Manual review of enrichment results 手动审核丰富结果		

10.6. **Data Enrichment Service Levels.** The Service Levels below apply to the Data Enrichment portion of Ariba Spend Visibility. In the event Ariba fails to meet the Service Levels provided below, Customer's sole and exclusive remedy, and Ariba's/SAP's sole liability, will be for Ariba to (i) re-perform the deficient portion of the Data Enrichment and (ii) extend the Subscription Term for the Ariba Spend Visibility Cloud Services by the number of days required for Ariba to correct such deficiency.

**数据丰富的服务水平。** 以下服务水平适用于 Ariba 开支可视性服务的“数据丰富”部分。如 Ariba 未能达到以下规定的服务水平，则客户可获得的唯一且排他性的补救措施以及 Ariba/SAP 的全权责任为：(i) Ariba 重新履行数据丰富中存在缺陷的部分并 (ii) 将 Ariba 开支可视性云服务的租用期延长为 Ariba 纠正此类缺陷所需的天数。

Initial Data Enrichment of up to twelve (12) months of Spend Data and either: (i) Quarterly Data Enrichment of three (3) months of Spend Data; or (ii) Monthly Data Enrichment of one (1) month of Spend Data if Customer has purchased monthly refreshes, with:

对于开支数据的初始数据丰富（涵盖长达十二（12）个月的数据）以及 (i) 季度数据丰富（涵盖三（3）个月的数据）或 (ii) 如客户已购买月刷新，月数据丰富（涵盖一（1）个月的数据）：

- Ariba Commodity and Supplier engine processing on 100% of provided Spend Data.  
Ariba 商品和供应商引擎负责处理所提供的全部开支数据。
- Commodity classifications:  
商品分类：
- Classification of a minimum of 90% of total Customer spend to UNSPSC, the Ariba Classification Taxonomy, and / or one custom taxonomy (maximum of six (6) levels) designated by Customer. Minimum spend classified only applies to a custom taxonomy if all spend can be mapped to that taxonomy.  
根据 Ariba 分类法和/或客户指定的自定义分类法（最高为六（6）级）分类，至少 90% 的客户总开支费用在 UNSPSC 上。仅当所有开支能够与自定义分类法一一对应时，最低开支分类才适用于该分类法。
- 95% accuracy of Ariba classifications when supported by data (Very High confidence).  
如存在准确数据，则 Ariba 分类的准确性应达到 95%（可信度非常高）。
- 90% accuracy of classifications when data does not support 95% accuracy (High confidence).  
如数据准确性达不到 95%，则分类的准确性为 90%（可信度较高）。
- Accuracy defined as a correct classification at the lowest level of taxonomy supported by data.  
准确度是指数据支持的、最低分类级别的正确分类。
- Supplier Data Enrichment:  
供应商数据丰富：
- Supplier data enrichment of a minimum of 90% of supplier "parents" by spend including all "children" of those suppliers included within Spend Data.  
对于供应商数据丰富，至少 90% 的工作在于丰富供应商“父开支数据”，其中包括丰富这些供应商的所有“子开支数据”。
- 95% accuracy of parentage for Supplier Records with name and address information (minimum of country and city) available  
含名称和地址信息（至少包含国家/地区和城市）的父级供应商记录的准确度达到 95%
- 90% accuracy of parentage for Supplier Records when no country or city information provided  
不含国家/地区或城市信息的父级供应商记录的准确度达到 90%

10.7. **Assumptions for Ariba Spend Visibility.**

**Ariba 开支可视性服务的假设条件。**

- a) Initial and refresh Data Enrichment cycles will only be initiated once all properly formatted files scheduled for Data Enrichment are received by Ariba and spend totals validated by Customer.  
仅限 Ariba 收到所有计划数据丰富且格式正确的文件并且客户验证开支总额之后，才会启动数据丰富的初始周期和刷新周期。
- b) Subject to the assumptions contained herein, the project will commence no sooner than ten (10) business days from execution of this Order Form unless otherwise mutually agreed upon by both parties.  
除非协议双方另有约定，否则根据本协议的假设条件，项目将于签署本订购单的十（10）个工作日后立即开始。
- c) Customer Spend Data shall be deemed included in the definition of Customer Data and subject to all the terms governing Customer Data in the Agreement. Further, Customer agrees that Ariba may supplement Ariba's own list of suppliers used in the Data Enrichment process with the business identifier information (e.g. name, address, web site) from Supplier Records provided by Customer.  
客户开支数据应视为包含在客户数据的定义范围内，且受协议中监管客户数据的所有条款的约束。客户同意，Ariba 可使用客户提供的供应商记录中的企业标志信息（如名称、地址和网站）完善数据丰富流程中所使用的 Ariba 自有的供应商列表。
- d) Customer will:  
客户将：
- i. Designate a project manager who will be responsible for the Customer's obligations set forth herein and the direction and management of Customer's employees.  
指派一名项目经理，负责履行本协议中规定的客户义务，并指导和管理客户的员工。
  - ii. Provide trained technical, business process and project management resources to assist with the project.  
提供经过培训的技术人员、业务流程人员和项目管理人员，协助开展项目。
  - iii. Provide the Spend Data in the industry-standard format specified by Ariba.  
以 Ariba 指定的行业标准格式提供开支数据。
  - iv. For Data Enrichment services, provide Supplier Records with the data fields identified by Ariba. For sole proprietors, Customer may not provide any personal social security numbers but should submit federal tax "Employer Identification Numbers" instead.  
针对数据丰富服务，提供含有 Ariba 指定的数据字段的供应商记录。对于唯一所有者，客户不应提供任何个人社会保险号，而应提交联邦税“雇主标识号”。
  - v. Assign a senior/executive level champion that will be available as needed for escalation issues and any approval or sign-off process for the duration of the project.  
指定一名高级/管理层专员，负责在项目期间根据需要上报问题，并审批或签核流程。
  - vi. Reimburse Ariba for reasonable out of pocket and travel expenses associated with all on-site delivery.  
向 Ariba 报销与现场交付相关的所有合理支出和差旅费用。
- e) If Annual Spend Data exceeds the Usage Metrics listed in the Order Form, Ariba will notify Customer of any increased Fees and Customer may, at Customer's discretion, either pay the applicable additional Fee or reduce scope to fall within the Usage Metrics at no extra charge.  
如年度开支数据超出订购单中所列的使用指标，则 Ariba 会将任何增加的费用告知客户，客户可自行决定是支付相关的额外费用，还是将范围缩小至使用指标范围内，以便不必支付额外费用。

**11. SAP SUPPLIER INFONET ("InfoNet").** If Customer is purchasing a subscription to InfoNet from Ariba, then this document shall be the sole and exclusive Supplement applicable to such subscription.

**SAP Supplier InfoNet[供应商信息网]（以下简称“信息网”）。**如客户要从 Ariba 购买信息网的租用，则本文档应作为适用于该等租用的唯一且排他性的补充。

#### 11.1. Customer Content.

客户内容。

- a) Commencing on the Order Form Effective Date, and refreshed on a periodic basis during the Subscription Term, Customer will deliver to Ariba certain business information (including transaction data) concerning the Customer, its suppliers and/or sub tier suppliers ("Customer Content") via magnetic tape, cartridge, secured and encrypted flat file FTP, or other means mutually agreed upon in writing (such as, for example, data extraction connections with Customer's database(s) or system(s) that allow specified Customer Content to be automatically transferred to Ariba ("Data Connection").

自订购单生效之日起，客户将通过磁带、盒式磁带、安全加密的平面文件 FTP 或协议双方书面约定的其他方式（如与客户数据库或系统的数据提取连接（以下简称“数据连接”），支持将特定客户内容自动传输至 Ariba）向 Ariba 提供有关客户、其供应商和/或其下级供应商的一些业务信息（包括交易数据）（以下简称“客户内容”），并在租用期限内对这些信息进行定期更新。

- b) Customer must ensure that it has the right to grant Ariba access to its system(s) via its Data Connection(s) and that Ariba's data extraction from Customer's system(s) via Data Connection(s) does not breach or conflict with any third party rights, intellectual property rights of any third party, or confidentiality terms between Customer and any Extract-Transform-Load tools/connections provider.

客户必须确保其有权授予 Ariba 通过其数据连接访问其系统的权限，并且 Ariba 通过数据连接从客户系统提取数据的行为不会违反任何第三方的权利、知识产权，或客户与任何提取、转换和加载工具或连接提供商达成的保密条款，或与之相冲突。

- c) Any reference to "Customer Data" in the Agreement shall be deemed to include Customer Content, as defined herein, for purposes of this Service, provided that, in the event of conflict between the terms of this Supplement and any other term of the Agreement, the terms of this Supplement shall control.

如本补充所定义，就本服务而言，协议中提及的“客户数据”应视为包含客户内容，但前提是，若本补充的条款与协议中的任何其他条款相冲突，应以本补充为准。

- d) Customer Content, and all of Customer's intellectual property rights embodied therein, remains the sole and exclusive property of Customer, subject to any rights expressly granted to Ariba herein.

客户内容以及其中包含的客户的所有知识产权，均属于客户的唯一且专有的财产，受到本协议中明确授予 Ariba 的所有权利的约束。

- e) Ariba may aggregate Customer Content with other content from other Ariba customers in order to create high level statistical reports related to InfoNet so long as at least four (4) customers (including Customer) have contributed to such report, and no individual customer contribution constitutes more than fifty percent (50%) of such report

为创建与信息网相关的高质量统计报告，Ariba 可以聚合处理客户内容与其他 Ariba 客户的内容，但前提是至少四（4）个客户（包括该客户）对该报告做出贡献，且单个客户贡献的内容不超过该报告的百分之五十（50%）。

- 11.2. **Grant of License.** Customer grants to Ariba and its Ariba-Affiliates (as defined below) a non-exclusive, perpetual, fully paid up, irrevocable, worldwide, royalty-free license, under all of Customer's relevant intellectual property rights, to (i) use, reproduce, display, distribute, perform, disclose, and create derivative works of Customer Content to create Ariba Aggregated Content, and (ii) to commercially use, reproduce, display, distribute, perform, disclose, create derivative works of, make, have made, sell, offer to sell, or otherwise dispose of the Ariba Aggregated Content (defined below) containing Customer Content in any manner and via any media Ariba chooses, without reference to the source (including the right to sublicense any of the foregoing). "Ariba-Affiliate" means any entity which is controlled by, is in control of or under common control with Ariba. "Control" means the direct or indirect beneficial ownership

of over fifty percent (50%) of the voting interests (representing the right to vote for the election of directors or other managing authority) of an entity.

**许可授予。**客户依据其所有相关知识产权，授予 Ariba 及其关联企业（如下文定义）在世界范围内享有非独占的、永久性的、足额支付的、不可撤销的免版税许可：(i) 使用、复制、展示、分发、执行、披露和创建客户内容的衍生作品以创建 Ariba 聚合内容；(ii) 以任何方式和通过 Ariba 指定的任何媒介，进行商业使用、复制、展示、分发、执行、披露、创建衍生作品、制作、促使制作、销售、提供销售或弃置包含客户内容的 Ariba 聚合内容（下文定义），不受来源的约束（包括再授权上述内容的权利）。“Ariba 关联企业”是指由 Ariba 控制或与 Ariba 受共同控制的任何实体。“控制”是指直接或间接拥有某个实体百分之五十（50%）以上投票权（代表选举董事或其他管理机构的投票权）的受益所有权。

- 11.3. **Data Enrichment.** Ariba will use Customer Content in combination with Ariba’s pre-existing customer/partner/vendor/third-party content (including, but not limited to, customer survey responses, customer performance measures and/or publicly sourced information) (collectively, “Ariba Content”) in order to create aggregated content (“Ariba Aggregated Content”). Customer Content will subsequently be enriched by Ariba via mapping to Ariba Aggregated Content using Ariba’s proprietary software, applications, business models and information matching, cleansing and harmonization tools . Ariba will not distribute the Customer Content in its unmodified form. Unless required by law or approved by Customer, Ariba will not identify Customer as the provider of the Customer Content. Any reference to “Cloud Materials” or “SAP Materials” in the Agreement shall be deemed to include Ariba Aggregated Content as defined herein for purposes of this Service, provided that, in the event of conflict between the terms of this Supplement and any other term of the Agreement, the terms of this Supplement shall control.

**数据丰富。**Ariba 将客户内容与 Ariba 已有的客户/合作伙伴/供应商/第三方的内容（包括但不限于客户调查回复、客户绩效评估结果和/或开放来源信息）（统称“Ariba 内容”）进行整合，创建聚合内容（以下简称“Ariba 聚合内容”）。Ariba 将使用其专有软件、应用程序、业务模型以及信息匹配、清理和协调工具映射 Ariba 聚合内容，不断丰富客户内容。Ariba 不得分发未经修改的客户内容。除非法律规定或客户批准，Ariba 不得透露特定客户作为客户内容提供商的身份。如本补充所定义，就本服务而言，协议中提及的“云材料”或“SAP 材料”应视为包含 Ariba 聚合内容。前提是，如本补充条款与协议的任何其他条款存在冲突，应以本补充为准。

- 11.4. **Data License.** All information provided to Customer by Ariba/SAP (excluding the information Customer provides to Ariba/SAP, which Ariba/SAP later returns to Customer) (“Database Information”) is provided for Customer’s internal commercial (non-consumer related) use only and may not be provided to third parties (excluding contractors and authorized affiliates). Customer will not use the Database Information as a factor in establishing an individual’s eligibility for (i) credit or insurance to be used primarily for personal, family or household purposes; or (ii) employment. For purposes of this Agreement, “contractors” shall mean a third party that may access the Database Information on Customer’s behalf and within a Customer-controlled environment, provided that such contractors use the Database Information in accordance with this Agreement. Customer is liable for any use or disclosure by any contractor of Database Information which if done by Customer itself would be a breach of this Agreement. Customer may not resell or relicense the Database Information. All Database Information provided to Customer is proprietary information of Ariba/SAP or its third party information providers (“Providers”). 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 Ariba/SAP advises Customer to independently verify such Database Information. Ariba/SAP and its Providers shall not be liable for any loss arising out of or in any way relating to the Database Information. Ariba’s/SAP’s Providers are third party beneficiaries of these terms. Ariba/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.

**数据许可。** Ariba/SAP 提供给客户的所有信息（不包括客户提供给 Ariba/SAP，随后 Ariba/SAP 又返回给客户的信息）（以下简称“数据库信息”）仅供客户内部商业（与消费者无关）使用，不得提供给第三方（承包商和授权关联企业除外）。客户不得将数据库信息用作在以下方面获得个人资格的要素：(i) 主要用于为个人、家人或家庭目的取得贷款或保险，或 (ii) 就业。在本协议中，“承包商”是指可代表客户在客户控制的环境中访问数据库信息的第三方，但前提是此类承包商应遵照本协议使用数据库信息。对于任何承包商使用或披露数据库信息时违反本协议的行为，均应视为客户本人违反本协议，客户应承担全部责任。客户不得转售或再许可数据库信息。向客户提供的所有数据库信息均为 Ariba/SAP 或其第三方信息提供商（以下简称“提供商”）的专有信息。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、完整性或及时性所作出的任何担保，Ariba/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之相关的任何损失，Ariba/SAP 及其提供商概不负责。Ariba/SAP 的提供商是此类条款的第三方受益人。Ariba/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之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。

#### 11.5. **Disclaimers**

##### **免责声明**

- a) This Service may supply alerts to Customer regarding actions affecting supplier fulfillment capabilities, including debarment status. Customer acknowledges that these alerts are for informational purposes only, and Customer should not rely on these alerts to fulfill any compliance or other obligations.

本服务会就影响供应商履行能力（包括排除状态）的行为向客户发送警报。客户确认，这些警报仅供参考，客户不应依赖这些警报履行任何合规或其他义务。

- b) Certain content used in the Service was obtained from Data.gov. Data.gov and the United States Federal Government cannot vouch for the data or analyses derived from these data after the data have been retrieved from Data.gov

服务中使用的部分内容自 Data.gov 中获取。自 Data.gov 检索出数据之后，Data.gov 和美国联邦政府不对由这些数据派生所得的数据或分析提供担保。

- c) Customer may not be able to access through the Service certain Customer Content in the form originally supplied by Customer.

客户可能无法通过服务以客户最初提供的形式访问某些客户内容。

- 11.6. **Current Platform.** At present, InfoNet is an SAP SE Service resold by Ariba, that is currently hosted on systems operated by SAP SE. Accordingly, InfoNet is governed by the SAP “Data Privacy and Security Policy” located at: <http://www.sap.com/corporate-en/our-company/policies/cloud/data-security.epx> and incorporated herein by reference and Customer Support Services for this Service will be provided as described at: <http://www.sap.com/corporate-en/our-company/policies/cloud/customer-support.epx>.

**当前平台。** 目前，信息网是一项由 Ariba 转售的 SAP SE 服务，并托管于 SAP SE 运行的系统上。因此，信息网受位于 <http://www.sap.com/corporate-en/our-company/policies/cloud/data-security.epx> 且以引用形式构成本补充一部分的 SAP“数据隐私和安全策略”的约束，且会依据 <http://www.sap.com/corporate-en/our-company/policies/cloud/customer-support.epx> 所述为本服务提供客户支持服务。

- 11.7. **Migration.** Ariba and/or SAP SE may, at either’s sole option at any time during the Subscription Term or Renewal Term, and at no additional charge to Customer, migrate the Service (including Customer’s data, access and usage thereof) from SAP-hosted systems to Ariba-hosted systems. Immediately upon such migration, the following terms and conditions shall take effect and shall supersede any conflicting language in the Order Form, the GTC and/or this Supplement:

**迁移。** 在租用期限或者续租期限内，Ariba 和/或 SAP SE 可自行选择随时将该服务（包括与该服务有关的客户数据、访问和使用情况）从 SAP 托管系统迁移至 Ariba 托管系统，且不向客户收取额外费用。在进行

此类迁移之后，以下条款和条件应立即生效，同时在与订购单、GTC 和/或本补充的规定发生冲突时，应以以下条款和条件为准：

- a) Ariba shall operate the systems that host the Ariba Cloud Service, and shall use and manage Customer Data in compliance with the Ariba Security Policy, Ariba Service Level Program, and Ariba Data Policy and Privacy Statement, as updated from time to time located at: <http://www.sap.com/corporate-en/about/our-company/policies/index.html> and hereby incorporated by reference into the Agreement.  
Ariba 应负责运行托管 Ariba 云服务的系统，并应遵照位于 <http://www.sap.com/corporate-en/about/our-company/policies/index.html> 中不时更新的且以引用形式构成本协议一部分的 Ariba 安全策略、Ariba 服务水平计划以及 Ariba 数据策略和隐私声明的规定使用和管理客户数据。
- b) Support for the Ariba Cloud Service will be provided by Ariba as described in the applicable Documentation which can be viewed at [Customer Support Services](#).  
Ariba 将依据[客户支持服务](#)中的相关文档对 Ariba 云服务提供支持。

## 12. SAP CLOUD FOR TRAVEL AND EXPENSE SAP Cloud for Travel and Expense[差旅和费用云]

- 12.1. SAP Cloud for Travel and Expense is an SAP SE Service (not an Ariba Cloud Service) resold by Ariba.  
SAP Cloud for Travel and Expense[差旅和费用云]是由 Ariba 转售的一项 SAP SE 服务（而不是 Ariba 云服务）。
- 12.2. The SAP Cloud for Travel and Expense Supplemental Terms and Conditions, and all documents referenced therein (“T&E Supplement”), which can be found at <http://www.sap.com/company/legal/index.epx> are hereby incorporated by reference into this Supplement. In the event of conflict between the terms of the T&E Supplement and this Supplement, the T&E Supplement shall control.  
SAP Cloud for Travel and Expense[差旅和费用云]补充条款和条件以及其中引述的所有文档（以下简称“差旅和费用补充”）（详见 <http://www.sap.com/company/legal/index.epx>）以引用形式构成本补充的一部分。如差旅和费用补充与本补充的条款之间存在任何冲突，应以差旅和费用补充的条款为准。
- 12.3. Support for SAP Cloud for Travel and Expense will be provided by SAP as described at: <http://www.sap.com/corporate-en/our-company/policies/cloud/customer-support.epx>.  
SAP 将按以下网址所述为 SAP Cloud for Travel and Expense[差旅和费用云]提供支持 <http://www.sap.com/corporate-en/our-company/policies/cloud/customer-support.epx>。
- 12.4. SAP Cloud for Travel and Expense Service shall be governed by the SAP “Data Privacy and Security Policy” located at: <http://www.sap.com/corporate-en/our-company/policies/cloud/data-security.epx> and incorporated herein by reference.  
SAP Cloud for Travel and Expense[差旅和费用云]服务受位于 <http://www.sap.com/corporate-en/our-company/policies/cloud/data-security.epx> 且以引用形式构成本补充一部分的 SAP“数据隐私和安全策略”的约束。

## 13. GENERAL PROVISIONS APPLICABLE TO ALL ARIBA CLOUD SERVICES.

适用于所有 Ariba 云服务的一般条款。

### 13.1. Definitions.

定义。

- a) “Ariba” means Ariba, Inc., a wholly owned subsidiary of SAP SE.  
“Ariba”是指 Ariba 股份有限公司，SAP SE 的一家全资子公司。

b) **“Ariba Cloud Services”** means the SAP Cloud Services (also referred to as “Services”) operated by Ariba as described in this Supplement and in the Documentation for the Services (Ariba Cloud Services are also sometimes referred to as “Ariba OnDemand Solutions” or “Ariba Solutions”).

**“Ariba 云服务”**是指本补充与服务文档中所描述的由 Ariba 运行的 SAP 云服务（亦称为“服务”）（Ariba 云服务有时也称为“Ariba 按需解决方案”或“Ariba 解决方案”）

13.2. **Deployment Services.** Standard Consulting Services for the initial deployment of Ariba Cloud Services (sometimes referred to as “Deployment Services”) are described in the applicable deployment descriptions located at [Ariba Deployment Description Portal - New](#) or in an exhibit attached to the Order Form (“Deployment Description”). Ariba’s/SAP’s obligation to provide Deployment Services shall continue for the time periods described in the applicable Deployment Descriptions and/or applicable exhibit(s); if no time period is stated in the applicable Deployment Description or exhibit, then Ariba’s/SAP’s obligation to provide Deployment Services shall end upon expiration of the initial Subscription Term.

**部署服务。**有关初始部署 Ariba 云服务的标准咨询服务（有时亦称为“部署服务”）将在相关部署描述 [Ariba 部署描述门户 —“新”](#)）或订购单随附的附件（“部署描述”）中予以指定。Ariba/SAP 有义务在相关部署描述和/或相关附件规定的时间期限内持续提供部署服务；如相关部署描述或附件中未规定任何时间期限，则 Ariba/SAP 仅在初始租期届满之前有义务提供部署服务。

13.3. **Controlled Data.** Customer Data that contains any technical data restricted under U.S., German, Irish or other laws for national security or export purposes may not be entered into any systems that host the Ariba Cloud Services without the express prior written consent of SAP (other than such non-classified data controlled under U.S. EAR99 ECCN or equivalent).

**可控数据。**未经 SAP 明确事先书面同意，不得将包含任何受美国、德国、爱尔兰或其他国家的国家安全或出口法限制的技术数据的客户数据输入任何托管 Ariba 云服务的系统（但受美国 EAR99 ECCN 或同等法律管控的此类未分类数据除外）。

13.4. **Affiliates’ Customer Data.** Customer, on behalf of itself and its Affiliates, acknowledges and agrees that, if Customer grants access to the Service to any of its Affiliates and has not purchased a separate Site for each such Affiliate, then Customer and such Affiliate(s) may have access to each other’s data entered into the single Site shared by Customer and those Affiliate(s).

**关联企业的客户数据。**客户以自身名义并代表其关联企业确认和同意，如客户授予其任何关联企业服务的访问权限，但未针对每个该等关联企业购买单独的站点，则客户和该等关联企业可能相互访问客户和这些关联企业向共享的单一站点中输入的数据。

13.5. **Supplier Terms.** In order to interact with Customer via the Ariba Cloud Services, Customer’s suppliers must register and accept the applicable SAP website terms of use and may be required to become enabled on the applicable regional network designated by SAP for routing documents between Customer and suppliers. SAP may charge fees to suppliers for the use of such networks.

**供应商条款。**为了通过 Ariba 云服务与客户进行交互，客户的供应商必须注册并接受 SAP 相关网站的使用条款，同时为了能够在客户与供应商之间传送文档，可能需要启用 SAP 指定的相关区域网络。SAP 可向供应商收取此类网络的使用费。

13.6. **Customer Trademarks.** Customer grants to Ariba (and Ariba’s applicable third party providers, if any), the non-exclusive, royalty free, worldwide right to use or display any trademarks, service marks, or other proprietary symbols or designations that Customer provides Ariba for the sole purpose of inserting them in Customer’s user interface on the web pages utilized or attributed to Customer, and/or as otherwise reasonably required for Ariba to provide the Ariba Cloud Services to Customer.

**客户商标。**客户授予 Ariba（及 Ariba 的相关第三方提供商（如有））非独占的、免版税/费的、全球范围内的权利，允许其出于在客户使用或所有的网页的用户界面中插入客户向 Ariba 提供的任何商标、服务标识或



其他专有符号或标识的唯一目的及/或根据 Ariba 以其他合理方式向客户提供 Ariba 云服务的合理要求使用或显示上述商标、服务标识或其他专有符号或标识。

**13.7. Prerequisite Services.** Certain Ariba Cloud Services are designed to provide add-on features and functionalities (“Add-On Service”) that supplement and leverage the technology features of one or more different, separately purchased, Ariba Cloud Service(s) (each a “Prerequisite Service”), as further described in the Documentation. Add-On Services can only be used in conjunction with the corresponding Prerequisite Service(s) and accordingly, if Customer has subscribed to an Add-On Service under the Order Form, Customer hereby acknowledges and agrees that for each Add-On Service: (i) access and use is conditioned upon maintaining an active, paid, and coterminous subscription to any and all applicable Prerequisite Service(s); (ii) if Customer’s subscription to any Prerequisite Service terminates, for whatever reason, during the Subscription Term for the associated Add-On Service (“Disconnect Date”), then Customer’s subscription to such Add-On Service shall also be terminated automatically, without the need for any further action or notice from Ariba on the Disconnect Date; and (iii) Customer’s sole and exclusive remedy and Ariba’s/SAP’s entire liability for such termination shall be a refund of any pre-paid and unused fees attributable to the terminated Add-On Service calculated from the Disconnect Date; provided however that the foregoing remedy shall not apply to any such termination that is the result of Customer’s uncured material breach of the Agreement in relation to Customer’s access to and use of the Prerequisite Service(s) and/or the Add-On Service.

**前提服务。**根据文档中的进一步说明，部分 Ariba 云服务旨在提供附加功能（以下简称“扩展服务”），补充并利用一项或多项单独购买的不同 Ariba 云服务（每项均为“前提服务”）的技术功能。扩展服务仅可与相应的前提服务一起使用，因此，若客户已依据订购单租用扩展服务，则客户特此确认并同意，对于每项扩展服务：(i) 访问和使用条件是，始终持有有关任何及所有相关前提服务的有效、已付费且同期的租用；(ii) 在相关扩展服务的租用期限内，如客户对任意前提服务的租用因故终止，则客户对此类扩展服务的租用也将自动终止，而无需 Ariba 在中断日期采取任何其他行动或发出任何通知；以及 (iii) 客户就此类终止获取的唯一排他补救措施及 Ariba/SAP 应承担的全部责任为，退还自中断日期起针对已终止扩展服务所缴纳的任何未使用的预付费；但前提是，上述补救措施不适用于客户因未纠正在访问和使用前提服务和/或扩展服务时实质性违反协议的行为而导致的任何此类终止。

## EXHIBIT 1-A

### 附件1-A

## USER GROUPS FOR ARIBA CLOUD SERVICES

### Ariba 云服务用户组

#### Ariba Sourcing

#### Professional; Ariba Savings and Pipeline Tracking; Ariba Collaborative Sourcing

Ariba 专业寻源; Ariba 储蓄和销售漏斗跟踪; Ariba 协作寻源

- o Commodity Manager  
商品经理
- o Customer Administrator  
客户管理员
- o Event Administrator  
事件管理员
- o Junior Sourcing Agent  
初级寻源代理
- o Project Administrator  
项目管理员
- o Project Mass Edit Administrator  
项目批量编辑管理员
- o Sourcing Agent  
寻源代理
- o Sourcing Approver  
寻源审批人

#### Ariba Contract Management Professional; Ariba Collaborative Sourcing

Ariba 专业合同管理; Ariba 协作寻源

- o Contract Administrator  
合同管理员
- o Contract Agent  
合同代理
- o Contract Manager  
合同经理
- o Customer Administrator  
客户管理员
- o Internal Contract Administrator  
内部合同管理员
- o Internal Contract Agent  
内部合同代理
- o Internal Contract Manager  
内部合同经理
- o Project Administrator  
项目管理员
- o Project Mass Edit Administrator  
项目批量编辑管理员
- o Sales Contract Administrator  
销售合同管理员
- o Sales Contract Agent  
销售合同代理
- o Sales Contract Manager  
销售合同经理
- o Procurement Manager  
采购经理
- o Procurement Agent  
采购代理

#### Ariba Supplier Information and Performance

#### Management; Ariba Collaborative Sourcing

Ariba 供应商信息和绩效管理; Ariba 协作寻源

- o Customer Administrator  
客户管理员
- o Project Administrator  
项目管理员
- o Project Mass Edit Administrator  
项目批量编辑管理员
- o SPM Agent  
SPM 代理
- o Supplier/Customer Agent  
供应商/客户代理
- o Supplier/Customer Manager  
供应商/客户经理