

SUPPLEMENTAL TERMS AND CONDITIONS

补充条款和条件

ARIBA CLOUD SERVICES

Ariba云服务

These supplemental terms and conditions (the “**Supplement**”) are part of an agreement for certain SAP Ariba products and services (“**Agreement**”) between SAP and Customer and apply solely to the SAP Ariba Cloud Services indicated by name below (the “**Cloud Service**”) and not any other SAP product or service.

本补充条款和条件（以下简称“**补充**”）是SAP与客户之间签订的特定SAP Ariba产品与服务协议（以下简称“**协议**”）的一部分，仅适用于下文指定的SAP Ariba云服务（以下简称“**云服务**”），不适用于任何其他SAP产品或服务。

1. DEFINITIONS

定义

Capitalized terms used in this Supplement but not defined in this section, the applicable Attachment(s), or elsewhere in the Agreement, are named features of the applicable Cloud Service itself, as further described in the Cloud Service’s Documentation.

本补充所使用的且在本节、相关附件或本协议其他各节中未定义的粗体术语是指相关云服务自身的指定特性，详见云服务文档中的描述。

1.1. “Authorized User(s)” may sometimes be referred to as “**Named User(s)**” elsewhere in the Agreement.

“**授权用户**” 在本协议中有时也称为“**指定用户（或亦称为命名用户）**”。

1.2. “Site” (abbreviation: STE) means the web page containing the functionality described in the Documentation for the Cloud Service(s) accessible by, and configured for and/or by, Customer in accordance with the Agreement and the applicable Documentation.

“**站点**”（缩写：STE）是指包含云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。

1.3. “Subscription Period” (also sometimes referred to as a “**Contract Year**”) means each consecutively recurring period of twelve (12) sequential months (unless specified otherwise in the Order Form) during the Subscription Term, with the first such Subscription Period commencing on the initial Subscription Term start date.

“**租用期**”（有时亦称为“**合同年**”）是指租用期限内的每个连续十二（12）个月（除非订购单中另有规定），首个租用期应始于初始租用期限开始之日。

1.4. “Supplemental Site” means a separately subscribed webpage for a Cloud Service that is set up in addition to, or in lieu of, the Site associated with such Cloud Service, and configured to be a non-production version of such Site for an additional fee.

“**补充站点**”是指单独租用的云服务的网页，该网页取代或在该云服务相关的站点之外建立并配置为该站点的非生产版本（需另行支付费用）。

2. AFFILIATES’ CUSTOMER DATA

关联企业的客户数据

SAP points out that if Customer grants access to a Cloud Service to any of its Affiliates, and Customer has not subscribed to a separate Site for each such Affiliate (for an additional fee), 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). Customer is responsible for fulfilling any necessary consent requirements for such shared data access between Customer and its Affiliates.

SAP 指出，如客户向其任何关联企业授予云服务的访问权限，但未针对每个该等关联企业租用单独的站点（需另行支付费用），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。客户负责履行其及其关联企业有关此类共享数据访问的任何必要的同意要求。

3. CUSTOMER TRADEMARK

客户商标

Customer grants to SAP (and SAP'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 to SAP 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 SAP to provide the Cloud Services to Customer.

客户授予 SAP（及 SAP 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 SAP 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 SAP 以其他合理方式向客户提供 SAP 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。

4. DEPLOYMENT SERVICES

部署服务

Standard Consulting Services for the initial deployment of the Cloud Services (sometimes referred to as "**Deployment Services**") are described in the applicable predefined deployment descriptions made available online by SAP ("**Deployment Description**"), in an exhibit attached to the Order Form, or provided by SAP upon request. SAP's obligation to provide Deployment Services shall continue for the time periods described in the applicable Deployment Descriptions and/or applicable exhibit(s), or, if no time period is stated in the applicable Deployment Description or exhibit, then for the initial Subscription Term.

针对云服务初始部署的标准咨询服务（有时也称为“**部署服务**”）已在 SAP 以订购单随附附件形式在线提供或根据请求提供的相关预定义部署描述（以下简称“**部署说明**”）中详细说明。SAP 有义务在相关部署说明和/或相关附件规定的时间期限内持续提供部署服务；或者，如相关部署说明或附件中未规定任何时间期限，则 SAP 仅在初始租用期限内义务提供此类服务。

5. SUPPLIER TERMS

供应商条款

In order to interact with Customer via the 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.

为了通过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。

6. NO LEGAL ADVICE

不提供法律建议

SAP is not in the business of providing legal advice. No content available within any Cloud Service or provided by SAP in connection therewith should be interpreted as legal advice, and any such import or effect is expressly disclaimed. Customer is solely responsible for determining the suitability of the Cloud Service(s) for Customer's business and complying with any regulations, laws, or conventions applicable to the Customer's use of the Cloud Service(s).

SAP 不开展提供法律建议的业务。任何云服务中的内容或 SAP 提供的与云服务有关的任何内容均不得误解为法律建议，任何此类引入或因此产生的结果均明确排除在责任范围之外。客户全权负责确定云服务对客户业务的适用性并负责遵守适用于客户对云服务的使用的任何法规、法律或约定。

7. DATA PROCESSING AGREEMENT CLARIFICATIONS

数据处理协议澄清

The parties acknowledge the following terms in relation to the Data Processing Agreement and GTC:
双方确认与数据处理协议和 GTC 有关的以下条款：

7.1 Sensitive Personal Information. Customer may not submit the following types of

information to the Cloud Service or solicit such information from trading partners: (a) information regulated under the International Traffic in Arms Regulations (U.S. government regulations addressing defense-related articles and services); or (b) "Sensitive Personal Information" defined for this purpose as (i) government identification numbers or financial account numbers associated with individual persons (e.g. U.S. Social Security numbers, driver's license numbers, or personal credit card or banking account numbers), (ii) medical records or health care claim information associated with individuals, including claims for payment or reimbursement for any type of medical care for an individual, and (iv) data designated as "Sensitive" or "Special Category" or the like requiring extra protective measures under the applicable Data Protection Law (as defined in the Data Processing Agreement).

个人敏感信息。客户不得向云服务提交以下类型的信息或从贸易伙伴处收集此类信息：(a)《国际武器贸易条例》（美国政府为了控制与军事有关的物品和服务进出口而制定的一套法规体系）中规定的信息；或 (b) 出于诸如以下目的所定义的“个人敏感信息”(i) 个人的身份证号或财务账号（如美国社会保险号、驾驶证号、个人信用卡号或银行账号），(ii) 个人的医疗记录或医疗保健申请信息，包括任何类型的个人医疗保健的付费和报销的申请；(iv) 适用数据保护法指定为“敏感”或“特殊类别”或类似需要采取额外保护措施的数据（见数据处理协议中的定义）。

7.2 Data Deletion. Customer acknowledges that at the end of the Subscription Term to the SAP Cloud Services, SAP will as a standard practice delete the Customer Data (including Personal Data) remaining on application servers hosting the Cloud Services unless applicable law or the Agreement requires retention, except that Customer Data processed on the Ariba Network may be retained on the Ariba Network subject to SAP's operational policies. Retained data is subject to the confidentiality provisions of the Agreement and the ongoing obligations under the Data Processing Agreement.

数据删除。客户确认，作为一项标准实践，当 SAP 云服务的租用期结束时，SAP 应删除托管云服务的应用程序服务器上保留的客户数据，除非适用法律或协议要求予以保留，但依据 SAP 的运营政策，可在 Ariba Network 中保留通过 Ariba Network 处理的客户数据的情况除外。保留的数据应受协议的保密条款以及数据处理协议项下规定的持续义务的约束。

7.3 Data Access. During the Subscription Term, Customer can access its Customer Data in the Cloud Services at any time. With each Cloud Service, SAP offers tools to enable Customer to export and retrieve the transaction level Customer Data in a standard format. Specific capabilities for data export vary by SAP Cloud Service. Export and retrieval of such Customer Data may be subject to technical limitations, in which case SAP and Customer will find a reasonable method to allow Customer access to Customer Data.

数据访问。在租用期限内，客户能够随时访问其在云服务中的客户数据。对于各项云服务，SAP 提供相关工具，支持客户以标准格式导出和检索交易级别的客户数据。用于数据导出的特定功能因 SAP 云服务的不同而异。此类客户数据的导出和检索可能受技术限制的约束，在此情形下，SAP 与客户应共同找到一种合理的方法来支持客户访问客户数据。

8. DATA USE AND ANALYSIS AND SECURITY DISCLOSURES (V1.1)

数据使用和分析及安全披露 (V1.1)

For clarity, this section 8 shall be deemed one of the SAP Policies, as such term is defined elsewhere in the Agreement.

为明确起见，本节（第 8 节）应视为一项 SAP 政策（见协议其他节中的定义）。

8.1 Use of Customer Data. Customer grants SAP the right to process Customer Data for the following purposes: (i) to facilitate operation of the Cloud Service and related services; (ii) to enhance Customer use of the Cloud Service and its related web pages; (iii) to perform internal tracking and service improvement; (iv) to analyze the extent to which Customer uses the Cloud Service (e.g., the volume and history or annual Spend or other Usage Metric volumes for billing purposes); and (v) to process Customer transactions through the Cloud Service, including sending transaction data to Customer's trading partners and Ariba Strategic Payables service providers (if Customer has subscribed to Ariba Strategic Payables) as directed by Customer. Some data required for review of Usage Metrics for billing purposes may be transferred from the Cloud Service to internal SAP billing

systems to facilitate accurate billing reports. Use of Customer Data by an Ariba Strategic Payables service provider is subject to the data use policy of the applicable service provider.

客户数据的使用。客户授予 SAP 出于以下目的处理客户数据的权利：(i) 协助云服务及相关服务的运营；(ii) 增强客户对云服务及其相关网页的使用；(iii) 执行内部追踪和完善服务；(iv) 分析客户对云服务的使用情况（例如，用于计费目的的数量和历史记录或年度开支或其他使用指标数量）；和 (v) 通过云服务处理客户交易，包括按照客户的指示向客户的贸易伙伴和 Ariba Strategic Payables 服务提供商（如客户已租用 Ariba Strategic Payables）发送交易数据。出于计费目的查看使用指标所需的部分数据可由云服务传输至 SAP 内部计费系统，以协助制定准确的计费报告。Ariba Strategic Payables 服务提供商对客户数据的使用受相应服务提供商的数据使用政策的制约。

8.2 Additional Data Usage for Sourcing. With regard to Ariba Sourcing Professional (and any Cloud Service that includes any access to, and use of, Ariba Sourcing Professional), in order to increase Customer's visibility to potential suppliers, SAP may systematically analyze certain sourcing activity of the Customer in the Ariba Sourcing Professional application and anonymously seek to match the Customer with potential new suppliers or highlight suppliers that may be of interest to Customer.

出于寻源目的的额外数据使用。对于 Ariba Sourcing Professional（以及含有对 Ariba Sourcing Professional 的访问权限和使用的任何云服务），为了让客户深入了解潜在供应商，SAP 可以在 Ariba Sourcing Professional 应用程序中系统性地分析该客户的特定寻源活动，并匿名为该客户寻找匹配的、新的潜在供应商或者突出显示对该客户有意向的供应商。

8.3 Aggregate Analyses. SAP may use transaction information relating to use of the Cloud Services to prepare analyses. The analyses prepared are aggregated and do not contain personal data nor Customer Confidential Information. Examples of analyses include: optimizing systems and technical resources and support, research and development of Cloud Services and Consulting Services, verification of security and data integrity, internal demand planning, industry and macroeconomic statistics and anonymous benchmarking with other Customers. SAP may report aggregated and anonymous statistics about use of the Cloud Service publicly.

聚合分析。SAP 可以利用与使用云服务相关的交易信息来准备分析。准备好的分析会聚合在一起，但不包含个人数据或客户保密信息。分析示例包括：优化系统和技术资源与支持、研发云服务和咨询服务、验证安全性和数据完整性、制定内部需求计划、进行行业和宏观经济统计以及与其他客户的匿名对标。SAP 可以公开报告有关云服务使用情况的匿名聚合统计数据。

8.4 Optional benchmarking and Analytics. SAP offers optional benchmarking programs to facilitate deeper analysis into spend management practices for companies wishing to participate. SAP operates the SAP data analytics and SAP benchmarking programs according to standards that protect the confidentiality of each customer's information. These programs enable SAP to offer reviews with customers demonstrating how that customer uses the Cloud Services as compared to typical usage of other customers by industry, company size, region or other factors.

可选对标和分析。SAP 提供可选对标计划，旨在帮助有意愿加入的公司更深入地分析开支管理实践。SAP 依据旨在保护每位客户信息机密性的相关标准运行 SAP 数据分析和 SAP 对标计划。前述计划支持 SAP 为客户提供审查，该审查按行业、公司规模、所在区域或其他要素对比其他客户的典型使用验证该客户有关云服务的使用情况。

8.5 Security Disclosures. SAP is committed to the security and integrity of Customer Data within the SAP Cloud Services. SAP uses industry best-practice security measures to protect against the loss, misuse or alteration of the Customer Data under SAP's control. To prevent unauthorized access, maintain data accuracy, and ensure the correct use of Customer Data, SAP has put in place physical, electronic, and operational procedures to safeguard and secure the information we collect within the SAP Cloud Services, which include the following: (a) multiple level firewalls to segregate and secure network segments based on system roles; (b) encryption of data transmissions over unsecured networks using TLS technology; (c) use of server-side and client-side digital certificates; (d) role-based administrative access policies and procedures; (e) data center co-location facilities using access cards, biometric authentication, and 24-hour surveillance cameras, and guards, to control physical access; (f) comprehensive in-house performance and security monitoring and auditing; (g) intrusion detection and analysis; (h) detailed security policy, processes and procedures; (i) security integration into the SAP Software Development Lifecycle; and (j) security auditing performed on a

recurring basis by outside consulting agencies. To provide for the availability of service and information within Cloud Services, SAP has implemented the SAP Service Level Agreement, as set forth in the Order Form. The SAP Technical Overview document for the specific SAP Cloud Service to which Customer is subscribed contains detailed information concerning policies, procedures and architecture and is made available by SAP to Customer upon request.

安全披露。SAP 致力于保证 SAP 云服务中的客户数据的安全性和完整性。SAP 采用行业最佳实践安全措施保护其所控制的客户数据免遭丢失、滥用或修改。为防止未经授权的访问、维持数据准确性并确保正确使用客户数据，SAP 实施了一系列物理、电子和操作程序来保障和保护我们在执行 SAP 云服务的过程中收集的信息，具体包括以下措施：(a) 建立多级防火墙，基于系统角色隔离和保护网段的安全；(b) 使用 TLS 技术对通过没有安全保障的网络进行的数据传输实施加密；(c) 使用服务器端和客户端数字证书；(d) 基于角色的管理访问政策和程序；(e) 数据中心同地办公设施采用门禁卡、生物认证和 24 小时监控摄像头以及门卫来实施物理访问控制；(f) 综合内部绩效和安全监控和审查；(g) 入侵侦测和分析；(h) 详尽的安全政策、流程和程序；(i) 与 SAP 软件开发生命周期的安全集成；以及 (j) 由外部咨询机构定期执行的安全审查。为确保云服务中的服务和信息的可用性，SAP 按照订单单中的相关规定实施了 SAP 服务水平协议。适用于客户所租用的特定 SAP 云服务的 SAP 技术概览文档包含与政策、程序和架构有关的详细信息，并由 SAP 根据请求提供给客户。

9. ATTACHMENTS

附件

In addition to all of the foregoing, the terms of one or more of the following four (4) attachments (each, an **“Attachment”**) may also apply depending on the particular Cloud Service(s) subscribed to by Customer, as clarified below. In the event of a conflict between the terms of an Attachment and any other part of this Supplement, then the terms of such Attachment shall prevail for purposes of the particular Cloud Service(s) to which such Attachment applies.

除上述全部条款以外，基于客户所租用的特定云服务，下列四（4）个附件（以下简称“附件”）中一个或多个附件的条款也可适用，具体见下文说明。若附件条款与本补充的任何其他内容存在冲突，则对于适用此附件的特定云服务而言，应以附件的相关条款为准。

9.1. Attachment 1. If Customer has subscribed to: Ariba Supplier Information and Performance Management, Ariba Collaborative Sourcing, Ariba Collaborative Sourcing Professional, Ariba Sourcing Professional, Ariba Savings and Pipeline Tracking, Ariba Contract Management Professional, and/or Ariba Spend Visibility Professional (each, an **“Upstream Service”**); then the terms of Attachment 1 shall also be applicable to such Upstream Service(s).

附件 1。如客户已租用：Ariba Supplier Information and Performance Management、Ariba Collaborative Sourcing、Ariba Collaborative Sourcing Professional、Ariba Sourcing Professional、Ariba Savings and Pipeline Tracking、Ariba Contract Management Professional 和/或 Ariba Spend Visibility Professional（每一服务代表一项“上游服务”）；则附件 1 中的条款也应适用于前述上游服务。

9.2. Attachment 2. If Customer has subscribed to: Ariba Procurement Content, Ariba Document Automation, Ariba Collaborative Commerce Document Automation, Ariba Collaborative Finance, Ariba Buyer-Funded SMP Fee Program, Ariba Invoice Professional, Ariba Network Tax Invoicing, Ariba Contracts & Services Invoicing, Ariba Open Invoice Conversion Services, Ariba Invoice Conversion Services, Ariba Supplier Enablement, Ariba Advanced Supply Chain Automation, Ariba Spot Buy Catalog, Ariba Procure-to-Pay, Ariba Procure-to-Pay-Partner Edition, Ariba Procure-to-Pay Federated Process Control, Ariba Procure-to-Pay Federated Process Control-Partner Ed., Ariba Procure-to-Order, Ariba Procure-to-Order-Partner Edition, Ariba Procure-to-Order Federated Process Control, and/or Ariba Procure-to-Order Federated Process Control-Partner Ed. (each, a **“Downstream Service”**); then the terms of Attachment 2 shall also be applicable such Downstream Service(s).

附件 2。如客户已租用：Ariba Procurement Content、Ariba Document Automation、Ariba Collaborative Commerce Document Automation、Ariba Collaborative Finance、Ariba Buyer-Funded SMP Fee Program、Ariba Invoice Professional、Ariba Network Tax Invoicing、Ariba Contracts & Services Invoicing、Ariba Open Invoice Conversion Services、Ariba Invoice Conversion Services、Ariba

Supplier Enablement、Ariba Advanced Supply Chain Automation、Ariba Spot Buy Catalog、Ariba Procure-to-Pay、Ariba Procure-to-Pay（合作伙伴版）、Ariba Procure-to-Pay Federated Process Control、Ariba Procure-to-Pay Federated Process Control（合作伙伴版）、Ariba Procure-to-Order、Ariba Procure-to-Order（合作伙伴版）、Ariba Procure-to-Order Federated Process Control 和/或 Ariba Procure-to-Order Federated Process Control（合作伙伴版）（每一服务代表一项“下游服务”）；则附件 2 中的条款也应适用于前述下游服务。

9.3. Attachment 3. If Customer has subscribed to Ariba Strategic Payables then the terms of Attachment 3 shall also apply.

附件 3。 如客户已租用 Ariba Strategic Payables，则附件 3 的条款也应适用。

9.4. Attachment 4. If Customer has subscribed to SAP Supplier InfoNet, then the terms of Attachment 4 shall also apply (SAP Supplier InfoNet is an SAP SE Cloud Service being resold by Ariba, Inc., a wholly owned subsidiary of SAP SE).

附件 4。 如客户已租用 SAP Supplier InfoNet[供应商信息网]，则附件 4 的条款也应适用（SAP Supplier InfoNet[供应商信息网]是由 SAP SE 的全资子公司 Ariba, Inc.转售的 SAP SE 云服务）。

Attachment 1:
附件 1:
Upstream Service Terms
上游服务条款

1. ADDITIONAL DEFINITIONS

其他定义

- 1.1 “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:

“项目”（缩写：“PPM”）是指客户出于内部用途和利益，针对特定服务或商品类别发起的特定寻源项目，其中可包含一个或多个相关事件。例如，此类事件包括：

- (a) on-line auction;
在线拍卖；
- (b) sealed bid;
密封投标；
- (c) e-negotiation;
电子谈判；
- (d) a RFQ, RFI, or RFP;
RFQ、RFI 或 RFP；
- (e) Quick Survey; and
快速调查；和
- (f) Quick Projects.
快速项目。

A Project will be counted for purposes of Usage Metrics only in the month or year (as applicable) in which the Project’s Start Date occurs, as identified within the Cloud Service.

对于使用指标，项目仅计入云服务内指定项目开始日期所在的月份或年份（如适用）。

- 1.2 “Spend” or “Spend Data”** (abbreviation: **“SPD”**) has different meanings depending upon the specific Cloud Service to which it is applied. For Ariba Spend Visibility Professional “Spend” or “Spend Data” means each twelve (12) month set of accounts payable, travel & expense, and/or purchasing card data from Customer provided to SAP for Data Enrichment processing through Ariba Spend Visibility Professional, including transaction data (**“Transaction Data”**) and data identifying Customer’s suppliers from within Customer’s accounts payable system (**“Supplier Records”**) (i.e., the twelve month set of data for the initial Data Enrichment, and/or the aggregated twelve (12) month set of data from either: (i) four quarterly refreshes, or (ii) twelve monthly refreshes).

“开支”或“开支数据”（缩写：“SPD”）在适用该术语的特定云服务中，其含义有所不同。对于 Ariba Spend Visibility Professional，“开支”或“开支数据”是指客户提供给 SAP 以便通过 Ariba Spend Visibility Professional 进行数据丰富处理的、在每十二（12）个月期间内产生的一系列应付账款数据、差旅费用数据和/或采购卡数据，其中包括交易数据（以下简称“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”）（即：初始数据丰富在十二（12）个月内产生的数据，和/或 (i) 四个季度的刷新或 (ii) 十二（12）个月的刷新产生的十二（12）个月的汇总数据）。

- 1.3 “Team Member”** (abbreviation: **“TM”**) means an Authorized User who is not a User.

“团队成员”（缩写：“TM”）是指“用户”以外的授权用户。

- 1.4 “User”** (abbreviation: **“USR”**) has different meanings depending upon the specific SAP Cloud Service to which it is applied. For Upstream Services, “User” means an Authorized User who:

“用户”（缩写：“USR”）基于适用该词汇的特定 SAP 云服务，其含义有所不同。对于上游服务而言，“用户”是指符合以下条件的授权用户：

- (a) is designated in the applicable Cloud Service as an Owner (as defined below) of a Project, Contract Workspace, or Supplier Workspace;
在相关云服务中指定为项目、合同工作区或供应商工作区“所有者”（见下文定义）；

- (b) can create a Supplier Organization in the Ariba Supplier Information & Performance Management Cloud Service;
可在 Ariba Supplier Information & Performance Management 云服务中创建供应商组织;
- (c) can initiate or manage templates, Projects, Contract Workspaces, and/or Supplier Workspaces;
可启动或管理模板、项目、合同工作区和/或供应商工作区;
- (d) is included in one of the User Groups indicated in the table below for the applicable Cloud Service(s); and/or
包含在相关云服务的以下列表中指定的用户组之一中; 和/或
- (e) is included in a Customer-defined group that has permissions equivalent to the permissions associated with any User Group in the table below.
包含在其权限相当于下表中任何用户组相关权限的客户定义组中。

Certain User Groups are common to more than one Cloud Service (“**Common User Groups**”). If Customer subscribes to more than one Cloud Service and, if a person is in any Common User Group, such person shall be counted as a User for each Cloud Service to which the Common User Group applies. As used in this definition, “**Owner**” means, in regard 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.

特定用户组对多项云服务通用（以下简称“**通用用户组**”）。如客户租用多项云服务，且某人属于任何通用用户组，则应将此人视为通用用户组所适用的每项云服务的用户。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。

USER GROUPS FOR CLOUD SERVICES

云服务用户组

Ariba Sourcing Professional; Ariba Savings and Pipeline Tracking; Ariba Collaborative Sourcing; Ariba Collaborative Sourcing Professional	Ariba Contract Management Professional; Ariba Collaborative Sourcing; Ariba Collaborative Sourcing Professional	Ariba Supplier Information and Performance Management; Ariba Collaborative Sourcing; Ariba Collaborative Sourcing Professional
<p>Commodity Manager 商品经理</p> <p>Customer Administrator 客户管理员</p> <p>Event Administrator 事件管理员</p> <p>Junior Sourcing Agent 初级寻源代理</p> <p>Project Administrator 项目管理员</p> <p>Project Mass Edit Administrator 项目批量编辑管理员</p> <p>Sourcing Agent 寻源代理</p> <p>Sourcing Approver 寻源审批人</p>	<p>Contract Administrator 合同管理员</p> <p>Contract Agent 合同代理</p> <p>Contract Manager 合同经理</p> <p>Customer Administrator 客户管理员</p> <p>Internal Contract Administrator 内部合同管理员</p> <p>Internal Contract Agent 内部合同代理</p> <p>Internal Contract Manager 内部合同经理</p> <p>Project Administrator 项目管理员</p> <p>Project Mass Edit Administrator 项目批量编辑管理员</p> <p>Sales Contract Administrator 销售合同管理员</p> <p>Sales Contract Agent 销售合同代理</p> <p>Sales Contract Manager 销售合同经理</p> <p>Procurement Manager 采购经理</p> <p>Procurement Agent 采购代理</p>	<p>Customer Administrator 客户管理员</p> <p>Project Administrator 项目管理员</p> <p>Project Mass Edit Administrator 项目批量编辑管理员</p> <p>SPM Agent SPM 代理</p> <p>Supplier/Customer Agent 供应商/客户代理</p> <p>Supplier/Customer Manager 供应商/客户经理</p>

2. ARIBA SPEND VISIBILITY PROFESSIONAL

2.1 Spend Data. Spend Data shall be deemed included in the definition of Customer Data and subject to all the terms governing Customer Data in the Agreement, 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. Spend Data will be provided by Customer in the industry-standard format specified by SAP. Supplier Records will be provided by Customer with the data fields identified by SAP (for sole proprietors, Customer shall not provide any personal social security numbers and will submit federal tax "Employer Identification Numbers" instead). Further, SAP may supplement SAP's own list of suppliers used in the Data Enrichment process with the business identifier information (e.g. name, street address, city, state/province, zip/postal code, country, phone number, fax number, web site)

from Supplier Records provided by Customer.

开支数据。根据定义，“开支数据”应视为包含于客户数据定义之中，并受到协议中对客户数据进行规定的所有条款的约束，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。客户提供的开支数据以 SAP 指定的行业标准格式提供。客户应提供含有 SAP 指定的数据字段的供应商记录（对于唯一所有者，客户不得提供任何个人社会保险号，而应提交联邦税“雇主标识码”）。此外，SAP 可使用客户提供的供应商记录中的企业标志信息（如名称、街道地址、城市、省/市/自治区、邮政编码、国家、电话号码、传真号码、网站）完善数据丰富流程使用的 SAP 自有的供应商名单。

2.2 Data License.

数据许可。

(a) All information provided to Customer by SAP (excluding the information Customer provides to SAP, which 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.

SAP 向客户提供的全部信息（不包括客户向 SAP 提供，随后 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。

(b) For purposes of this Supplement, “**Contractor(s)**” 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 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 SAP advises Customer to independently verify such Database Information. SAP and its Providers shall not be liable for any loss arising out of or in any way relating to the Database Information. SAP’s Providers are third party beneficiaries of these terms. SAP and its Providers (i) shall not be liable to Customer for any loss or injury arising out of or in any way relating to the Database Information and (ii) will not be liable for consequential, incidental, special, punitive or other indirect damages.

在本补充中，“**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依据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，客户应承担所有责任。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 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、完整性或及时性做出的任何担保，SAP 建议客户独立核实此类数据库信息。对于因数据库信息而导致的或以任何方式与其相关的任何损失，SAP 及其提供商概不负责。SAP 的提供商是此类条款的第三方受益人。SAP 及其提供商 (i) 对客户因数据库信息而导致的或以任何方式与其相关的任何损失或损害概不负责；(ii) 对任何衍生性、偶发性、特殊性、惩罚性或其他间接性的损害概不负责。

2.3 Data Enrichment. Data enrichment will consist of an initial enrichment of up to twelve months of Customer’s historic Spend Data followed by quarterly enrichment cycles of three months of current Spend Data (or, if Customer has subscribed to monthly refreshes, monthly enrichment cycles of one month of current Spend Data) each for the remainder of the Subscription Term, with the last enrichment cycle beginning no less than two months prior to end of the Subscription Term (or one

month for monthly refreshes) (“**Data Enrichment**”). Data Enrichment cycles will only be initiated once all properly formatted files scheduled for Data Enrichment are received by SAP and spend totals validated by Customer. Customer may choose to utilize less frequent refreshes if desired, but fees shall remain unchanged. Data Enrichment will yield the results listed below. In the event any of the results listed below, are not achieved, Customer’s sole and exclusive remedy, and SAP’s sole responsibility, will be for SAP to re-perform the deficient portion of the Data Enrichment and extend the Subscription Term for Ariba Spend Visibility Professional by the number of days required for SAP to correct such deficiency.

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：对于剩余的租期，丰富每三（3）个月的当前开支数据，或如客户已租用月刷新，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**”）。仅限 SAP 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。客户可以根据需要选择使用频率更低的刷新，但费用保持不变。数据丰富将产生以下结果。如未实现以下所列的任何结果，则客户可获得的唯一且排他性的补救措施以及 SAP 的全权责任为：SAP 重新履行数据丰富中存在缺陷的部分并将 Ariba Spend Visibility Professional 的租期延长为 SAP 纠正此类缺陷所需的天数。

(a) 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提供的所有开支数据。

(b) Commodity classifications: (i) Classification of a minimum of 90% of total Customer spend to UNSPSC, the Ariba Classification Taxonomy, and / or one custom taxonomy (maximum of six levels) designated by Customer. Minimum spend classified only applies to a custom taxonomy if all spend can be mapped to that taxonomy; (ii) 95% accuracy of SAP classifications when supported by data (Very High confidence); (iii) 90% accuracy of classifications when data does not support 95% accuracy (High confidence); and (iv) Accuracy defined as a correct classification at the lowest level of taxonomy supported by data.

商品分类：(i) 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% 的客户总开支花费在 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；(ii) 如数据支持，则 SAP 分类的准确度应达到 95%（可信度非常高）；(iii) 如数据准确性达不到 95%，则分类的准确度为 90%（可信度较高）；和 (iv) 准确度是指数据支持的最低分类级别的正确分类。

(c) Supplier Data Enrichment: (i) Supplier data enrichment of a minimum of 90% of supplier “parents” by spend including all “children” of those suppliers included within Spend Data; (ii) 95% accuracy of parentage for Supplier Records with name and address information (minimum of country and city) available; and (iii) 90% accuracy of parentage for Supplier Records when no country or city information provided.

供应商数据丰富：(i) 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”；(ii) 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%，和 (iii) 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%。

Attachment 2:
附件 2:
Downstream Service Terms
下游服务条款

1. ADDITIONAL DEFINITIONS

其他定义

- 1.1 “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 SAP-supported enterprise resource planning (“ERP”) systems. For purposes of certain Procurement Packages the term “Sites” refers to Parent Site(s) and Child Site(s), collectively.

“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 SAP 所支持的某款企业资源计划（以下简称“ERP”）系统提供支持。在特定采购包中，术语“站点”是父站点和子站点的统称。

- 1.2 “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) and agrees to participate as a Customer Supplier.

“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，与这些购买相关的凭证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）并同意以客户供应商的身份参与时才可视为客户供应商。

- 1.3 “Document(s)”** (abbreviation: “DOC”) means any one or more of the following types of documents (each, a “Doc Type”):

“凭证”（缩写：“DOC”）是指下列任何一种或多种凭证类型（每一种代表一种“凭证类型”）：

- (a) any electronic document transmitted or received by or through the Ariba Network (excluding any electronic documents originating from any Fieldglass cloud service, Ariba Spot Buy Catalog, or the Spot Buy Feature), which (i) is an invoice (“Invoice”), (ii) is a purchase order (“Purchase Order”), (iii) requests, or indicates 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 (“Scheduling Agreement Release” or “SAR”), (iv) is a notice of services delivered to Customer (“Service Sheet”), (v) indicates a planned demand by Customer, or demand commitments by Customer’s supplier, in advance of firmed demand transmitted through Purchase Orders (“Forecast”); (vi) is exchanged by and between Customer and Customer Supplier (“Buyer Funded Doc”); or (vii) is an RFQ for a specific sourcing project in a particular services or commodity category initiated by Customer for Customer’s internal use and benefit and generated through Quote Automation (“Automated RFQ”);

通过或经由 Ariba Network 传输或接收的任何电子凭证（不包括自 Fieldglass 的任何云服务、Ariba Spot Buy Catalog 或现货购买功能生成的任何电子凭证），包括 (i) 一张发票（“发票”）；(ii) 一份采购订单（“采购订单”）；(iii) 依据现行计划协议（“计划协议下达”，简称“SAR”）表明交付客户先前签订的全部或部分材料的请求或此类请求意向；(iv) 向客户递交的服务通知（“服务单”）；(v) 通过采购订单传达明确需求之前，表明客户的预计需求或客户供应商的需求承诺的文件（“预测”）；或 (vi) 在客户和客户供应商之间交换的文件（“买方出资凭证”）或 (vii) 特定服务中的特定寻源项目的 RFQ，或者客户出于自身的内部使用或利益发起的、通过自动化报价工具生成的商品类别（“自动化 RFQ”）；

- (b) any invoice, credit memo, and/or debit memo received by SAP (“Memo”);

SAP 接收的任何发票、贷项凭单和/或借项凭单（“凭单”）

- (c) any Invoice, Purchase Order, Service Sheet, and/or SARs exchanged by and between Customer and any supplier enabled on the Ariba Network by SAP pursuant to Customer’s subscription to Supplier Enablement (when subscribed to as a standalone Cloud Service or as part of a subscription to Ariba Network Membership) (“SE Doc”);

在客户与 SAP 依据客户的供应商支持（作为独立的云服务或作为租用 Ariba Network 成员资格的一部分提供租用）租用情况提供支持的任何供应商之间交换的任何发票、采购订单、服务单和/或 SAR（“SE 凭证”）；

The applicable Doc Type(s) for each Cloud Service are identified in the table below. Certain Doc Types are common to more than one Cloud Service (“Common Doc Type”). If Customer subscribes to more than one Cloud Service and, if a Doc Type is a Common Doc Type, then unless explicitly stated otherwise in this Attachment, a single Document shall be counted as a Document for each SAP Cloud Service to which the Common Doc Type applies.

每项云服务的相关凭证类型将在下表中列明。特定凭证类型对多项云服务通用（以下简称“通用凭证类型”）。如客户租用多项云服务，且某凭证类型属于一种通用凭证类型，则除非本附件中另有明确规定，否则应将该单个凭证视为通用凭证类型所适用的每项 SAP 云服务的凭证。

DOC TYPES FOR CLOUD SERVICES

云服务的凭证类型

Ariba Document Automation	Ariba Collaborative Finance	Ariba Collaborative Commerce Document Automation	Ariba Advanced Supply Chain Automation	Ariba Contracts & Services Invoicing
Invoices^ 发票^ Purchase Orders 采购订单 Service Sheets 服务单 Automated RFQ 自动化 RFQ SARs* SAR*	Invoices^ 发票^ Purchase Orders 采购订单 Service Sheets 服务单 SARs* SAR*	Invoices^ 发票^ Purchase Orders 采购订单 Service Sheets 服务单 SARs* SAR*	Purchase Orders 采购订单 SARs SAR Forecast 预测	Invoices^ 发票^ Purchase Orders 采购订单 Service Sheets 服务单
Ariba Procure-to-Order (“P2O”) (including P2O Partner Edition) (以下简称“P2O”) (包括 P2O 合作伙伴版)	Ariba Procure-to-Order Federated Process Control (“P2O FPC”) (including P2O FPC Partner Ed.) (以下简称“P2O FPC”) (包括 P2O FPC 合作伙伴版)	Ariba Procure-to-Pay (“P2P”) (including P2P Partner Edition) (以下简称“P2P”) (包括 P2P 合作伙伴版)	Ariba Procure-to-Pay Federated Process Control (“P2P FPC”) (including P2P FPC-Partner Ed.) (以下简称“P2P FPC”) (包括 P2P FPC 合作伙伴版)	Ariba Invoice Professional
Purchase Orders 采购订单	Purchase Orders 采购订单	Invoices^ 发票^ Purchase Orders 采购订单	Invoices^ 发票^ Purchase Orders 采购订单	Invoices^ 发票^

Ariba Invoice Conversion Services (“ICS”) (以下简称“ICS”)	Ariba Open Invoice Conversion Services (“Open ICS”) (以下简称“未清 ICS”)	Ariba Supplier Enablement	Ariba Buyer-Funded SMP Fee Program	Ariba Network Tax Invoicing
Memos 凭单	Memos 凭单	SE Docs SE 凭证	Buyer Funded Doc 买方出资凭证	Invoices [^] 发票 [^]

[^] Cloud Services that provide invoicing functions may not provide functionality for tax invoices in all countries. SAP makes no representation that Invoices will be tax compliant or compliant with regional e-invoicing requirements.

[^]提供开票功能的云服务可能不提供针对所有国家/地区的税务发票功能。SAP 不对发票符合税务规定或符合区域电子开票要求做任何陈述。

*a coterminous subscription to Ariba Advanced Supply Chain Automation is required in order to access and utilize the SAR Doc Type with this Cloud Service.

*必须同期租用 Ariba Advanced Supply Chain Automation，才能在本云服务中访问和利用 SAR 凭证类型。

- 1.4 “Parent Site”** is an area within the 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. For purposes of certain Procurement Packages the term “Sites” refers to Parent Site(s) and Child Site(s), collectively.

“父站点”是指客户可访问的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，并最终供订阅读发布信息的子站点（如有）使用。在特定采购包中，“站点”是父站点和子站点的统称。

- 1.5 “NTS Fee”** (also called the Network Transaction Service fee or **“SMP Fee”**) means the per-transaction fee SAP 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 SAP pays to such suppliers relating to such fees, and/or 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 SAP 向一些供应商收取的与供应商根据其与其买方的交易通过 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、SAP 向此类供应商偿付的与此类费用相关的退款和/或与 Ariba Discovery 相关的任何适用供应商费用）。

- 1.6 “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 SAP pays to such suppliers relating to such fees, and/or 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、SAP 向此类供应商偿付的与此类费用相关的退款和/或与 Ariba Discovery 相关的任何适用供应商费用）。

- 1.7 “Spend”** (abbreviation: **“SPD”**) has different meanings depending upon the specific Cloud Service to which it is applied:

“开支”（缩写：**“SPD”**）基于适用该词汇的特定云服务，其含义有所不同：

(a) For each Procurement Package: the total monetary amount of all Purchase Orders processed by Customer through the Procurement Package in the applicable Subscription

Period; provided that such total would exclude the monetary amount of transactions originating from any Fieldglass cloud service and/or the Spot Buy Feature during such Subscription Period. Customer must enter all monetary amounts associated with each such transaction in the applicable fields designed to capture such monetary amount;

对于各项采购包，“开支”是指客户在相应租用期间通过采购包处理的所有采购订单的总金额；但此类总额不包括 Fieldglass 的任何云服务和/或现货购买功能在此租用期间产生的交易金额。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 Procurement Content and Ariba Collaborative Commerce: the total monetary amount of Customer's transactions in the applicable Subscription Period captured through the Ariba Procurement Content Cloud 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; and

对于 Ariba Procurement Content 和 Ariba Collaborative Commerce，“开支”是指通过 Ariba 采购内容云服务的“已提交购物车”消息协议捕获的相应租用期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；且

(c) For Ariba Advanced Supply Chain Automation: 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 any Purchase Orders, SARs and/or Forecasts transmitted or received by or through the Ariba Network using the Ariba Document Automation Service or Ariba Collaborative Commerce Document Automation Service and Advanced Supply Chain Automation. Customer must enter all monetary amounts associated with each such transaction in the applicable field designed to capture such monetary amount.

对于 Ariba Advanced Supply Chain Automation：客户在相应租用期内通过云服务所处理之交易的总金额按其使用 Ariba 凭证自动化服务或 Ariba 协作商务凭证自动化服务与供应链自动化高级服务通过或经由 Ariba Network 传输或接收的任何采购订单、SAR 和/或预测的总金额累加计算而得。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。

2. ARIBA SPOT BUY CATALOG

If Customer has subscribed to the Ariba Spot Buy Catalog Cloud Service, Customer may use such Cloud Service to transact with various suppliers participating in the Ariba Spot Buy Program, a program provided by SAP at no additional charge, as further described in the program materials made available at <https://connect.ariba.com/AribaSpotBuy> (the "Program Site"). In utilizing the Ariba Spot Buy Catalog Cloud Service, Customer agrees to participate in the Ariba Spot Buy Program in accordance with the terms of the Program Site.

如客户已租用 Ariba Spot Buy Catalog 云服务，则该客户可以使用此类云服务与参加 Ariba Spot Buy 计划的多家供应商开展贸易往来；Ariba Spot Buy 计划由 SAP 免费提供，有关该计划的进一步说明，请参见 <https://connect.ariba.com/AribaSpotBuy>（以下简称“计划站点”）上提供的计划相关材料。在使用 Ariba Spot Buy Catalog 云服务时，即表示客户同意参加 Ariba Spot Buy 计划并遵守计划站点的相关条款。

3. ARIBA PROCUREMENT PACKAGES

Ariba 采购包

3.1 Ariba Network Access. The Cloud Services known as Ariba Procure-to-Pay, Ariba Procure-to-Pay-Partner Edition, Ariba Procure-to-Pay Federated Process Control, Ariba Procure-to-Pay Federated Process Control-Partner Ed., Ariba Procure-to-Order, Ariba Procure-to-Order-Partner Edition, Ariba Procure-to-Order Federated Process Control, and Ariba Procure-to-Order Federated Process Control-Partner Ed. (each a "Procurement Package") include an established connection to the Ariba Network. The ability to transact Documents over the Ariba Network via any given Procurement Package 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 Subscription Period via a Procurement Package, shall count against Customer's Usage Metric volume for Ariba Document Automation or Ariba

Collaborative Commerce Document Automation.

Ariba Network 访问。云服务，即：Ariba Procure-to-Pay、Ariba Procure-to-Pay（合作伙伴版）、Ariba Procure-to-Pay Federated Process Control、Ariba Procure-to-Pay Federated Process Control（合作伙伴版）、Ariba Procure-to-Order、Ariba Procure-to-Order（合作伙伴版）、Ariba Procure-to-Order Federated Process Control 和 Ariba Procure-to-Order Federated Process Control（合作伙伴版）（每一服务代表一个“采购包”），包含与 Ariba Network 建立的连接。如能通过任意指定采购包使用 Ariba Network 处理凭证，前提条件是，具备有效的、已支付费用且同期限的 Ariba Document Automation 或 Ariba Collaborative Commerce Document Automation 租用。为明确起见，在任意指定租用期中，通过采购包使用 Ariba Network 网络处理的凭证数量应按客户的 Ariba Document Automation 或 Ariba Collaborative Commerce Document Automation 的使用指标量计数。

3.2 Spot Buy Feature. The Ariba Spot Buy Program (as described above) is an optional feature made available to Customer within certain Procurement Packages for use by Customer in conjunction with Customer’s subscription to such Procurement Package(s), at no additional fee (the “**Spot Buy Feature**”). If Customer elects to utilize the Spot Buy Feature, Customer agrees to participate in the Ariba Spot Buy Program in accordance with the terms of the Program Site.

现货购买功能。Ariba Spot Buy 计划（如上所述）是通过特定采购包向客户提供的一项可选功能，该可选功能可供客户与此类采购包租用一起免费使用（以下简称“**现货购买功能**”）。如客户选择使用现货购买功能，即表示该客户同意参加 Ariba Spot Buy 计划并遵守计划站点的相关条款。

3.3 Federated Process Control. Subject to the terms of the Agreement (including the applicable Usage Metrics set forth in the Order Form), Customer may access and use one (1) Parent Site and one (1) Child Site in conjunction with a subscription to any one of the following Procurement Packages: P2P FPC, P2O FPC, P2P FPC-Partner Ed., or P2O FPC Partner Ed. At any time prior to the expiration or earlier termination of Customer’s subscription to any of the foregoing Procurement Packages, Customer may purchase a co-term subscription to additional Child Sites for such Procurement Package at SAP’s then-current rates. If Customer elects to purchase such subscriptions, Customer must also purchase the corresponding Deployment Services for each additional Child Site for an additional fee.

联合流程控制。根据协议条款（包括订购单中所列的相关使用指标），客户在租用下列任一采购包时，可以访问和使用一（1）个子站点和一（1）个子站点，这些采购包是：P2P FPC、P2O FPC、P2P FPC（合作伙伴版）或 P2O FPC（合作伙伴版）。在客户对上述采购包的租用期届满或提前终止前，客户可以按 SAP 届时有效的费率，就此类采购包购买附加子站点的相同期限的租用。若选择购买此类租用，则客户也必须额外付费购买每个附加子站点的相应部署服务。

4. ARIBA ADVANCED SUPPLY CHAIN AUTOMATION

Ariba Advanced Supply Chain Automation is designed to provide add-on features and functionalities that supplement and leverage the technology features of Ariba Document Automation and/or Ariba Collaborative Commerce Document Automation (as further described in the Documentation) and accordingly, requires an active, paid, and coterminous subscription to Ariba Document Automation and/or Ariba Collaborative Commerce Document Automation. Notwithstanding anything to the contrary in this Supplement, Advanced Supply Chain Automation includes transaction capabilities for an unlimited number of Documents originating from such Cloud Service during the Subscription Term. Ariba Advanced Supply Chain Automation 旨在提供扩展特性和功能，以补充和利用 Ariba Document Automation 和/或 Ariba Collaborative Commerce Document Automation（见文档中的进一步说明）的技术特性，并因此需要具备有效的、已支付费用且同期限的 Ariba Document Automation 或 Ariba Collaborative Commerce Document Automation 租用。即使本补充中有任何相反的规定，高级供应链自动化服务仍包括在租用期限内处理自此类云服务生成的有限数量的凭证的相关功能。

5. ARIBA DOCUMENT AUTOMATION/ARIBA COLLABORATIVE COMMERCE DOCUMENT AUTOMATION

5.1 Usage Metric. During each Subscription Period of the Subscription Term, Customer may transact up to the number of Documents set forth under “Usage Metrics” in the Order Form over the

Ariba Network using Ariba Document Automation or Ariba Collaborative Commerce Document Automation, and any other SAP Cloud Service to which Customer has separately subscribed to that includes a connection to the Ariba Network (other than Advanced Supply Chain Automation). 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 (excluding any SARs and/or Forecasts processed through the Advanced Supply Chain Automation Cloud Service, if any) transacted by Customer over the Ariba Network using any Cloud Service (other than Advanced Supply Chain Automation) during each Subscription Period of the applicable Subscription Term. For clarity and avoidance of doubt, the Cloud Service known as Advanced Supply Chain Automation includes transaction capabilities for an unlimited number of Documents originated by such Cloud Service during the Subscription Term.

使用指标。 在租用期的各个租用期间内，客户可使用 Ariba Document Automation 或 Ariba Collaborative Commerce Document Automation，和客户已单独租用包含 Ariba Network 连接的任何其他 SAP 云服务，通过 Ariba Network 处理订购单的“使用指标”中规定的最多数量的凭证（高级供应链自动化服务除外）。特此澄清，Ariba Document Automation 或 Ariba Collaborative Commerce Document Automation 的使用指标中规定的凭证数量为客户在相应租用期的各个租用期间内通过 Ariba Network 使用任何云服务（Advanced Supply Chain Automation 除外）处理的所有凭证（不包括通过 Advanced Supply Chain Automation 云服务处理的任何 SAR 和/或预测（若有））的累计数量。为避免疑义，称为 Advanced Supply Chain Automation 的云服务包括在租用期限内处理自此类云服务生成的有限数量的凭证的功能。

5.2 Ariba e-Archiving.

Ariba e-Archiving.

(a) Ariba e-Archiving is an optional feature within Ariba Document Automation available for use at no additional fee (except as expressly stated otherwise below) that allows for the archiving of Invoices originating from any one of the supported countries listed in the Documentation (as updated by SAP from time to time) (each a **“Supported Country”**) during the specified retention period for such Supported Country (**“Mandatory Retention Period”**). SAP makes no representation that Invoices archived via the e-archiving feature of Ariba Document Automation will be compliant with all regional requirements (including any exceptions thereto) applicable to the electronic archiving of Invoices in a Supported Country. Customer is solely responsible for determining the suitability of the e-Archiving feature for Customer's business and complying with any regulations, laws, or conventions applicable to the archiving of Invoices and Customer's use of the feature.

Ariba e-Archiving 是 Ariba Document Automation 中免费提供（除非下文另有明确规定）的一项可选功能，该功能可用于在为文档（由 SAP 不定时更新）所列的受支持国家/地区（每一国家/地区代表一个“**受支持国家/地区**”）指定的保留期（以下简称“**强制保留期**”）内对自其中任一国家/地区生成的发票进行存档。SAP 不对通过 Ariba Document Automation 的电子存档功能存档的发票符合某受支持国家/地区的发票电子存档所适用的所有区域性要求做任何陈述。客户全权负责确定针对客户业务的电子存档功能的适用性并遵守适用于发票存档以及客户有关该功能使用的任何法规、法律或协定。

(b) If Customer elects to utilize the optional Ariba e-Archiving feature, Customer agrees that, by default, any Invoice received by Customer from a Supported Country during the Subscription Term will be archived for the duration of the applicable Mandatory Retention Period (unless explicitly stated otherwise). Prior to the expiration or earlier termination of Customer's subscription to Ariba Document Automation, and within the applicable Mandatory Retention Period, Customer may: (i) retrieve its archived Invoice data using the then-current functionality of the Cloud Service; (ii) request from SAP a copy of its archived Invoice data on separate storage media (e. g. DVD), subject to an additional fee based upon SAP's then-current rates and the nature and volume of the data to be extracted; or (iii) request, in writing, that all of its archived Invoice data (or a specifically defined subset thereof), be permanently deleted by SAP from the archive production system. The return or deletion of any archived Invoice data by SAP in accordance with the foregoing subsections (ii) and/or (iii),

shall discharge SAP from its obligation to retain such data until the end of the Mandatory Retention Period. Customer's archived Invoices will be permanently deleted after the expiration or termination of the Subscription Term (and in any event at the end of the Mandatory Retention Period) without prior notice and cannot thereafter be restored by SAP or its third party service providers. For clarity and avoidance of doubt, in no event will any archived Invoices be available to Customer beyond the date of expiration or termination of the Subscription Term.

如客户选择使用可选的 Ariba 电子存档功能，即表示该客户同意，其于租用期内从受支持国家/地区接收的任何发票在相关强制保留期内将默认存档（除非另有明确规定）。在客户对 Ariba Document Automation 的租用期届满或提前终止前，客户在相应的强制保留期内可以 (i) 使用该云服务现行有效的功能检索其所存档的发票数据；(ii) 请求 SAP 提供其在单独存储媒介（例如，DVD）上存档的发票数据，但须基于 SAP 现行有效的费率以及所提取之数据的性质和数量支付额外的费用；或 (iii) 以书面形式请求 SAP 将其所存档的所有发票数据（或其中特别定义的子集）从存档生产系统中永久性删除。SAP 依据上文第 (ii) 和/或 (iii) 小节的规定返还或删除任何存档的发票数据之后，应免除 SAP 在强制保留期结束之前保留此类数据的义务。无需事先通知，客户的存档发票于租用期届满或终止之后（且在任何情况下，均为强制保留期结束时）被永久性删除，且此后 SAP 或其第三方服务提供商不得恢复该等数据。为避免疑义，在租用期届满或终止之后，SAP 在任何情况下均不会向客户提供任何存档的发票。

5.3 Quote Automation. Quote Automation is an optional feature within Ariba Document Automation that may be available for use by Customer in conjunction with Customer's subscription to Ariba Document Automation. Quote Automation includes limited access to the Ariba Network and the Ariba Discovery Cloud Services. If Quote Automation is available to Customer and Customer elects to utilize Quote Automation, then Customer's access to, and use of, those Cloud Services is limited to only such access and use necessary to fully utilize Quote Automation, as further described in the Documentation (unless, and to the extent that, Customer has separately subscribed to those other Cloud Services). Further, in order to utilize Quote Automation, Customer must register on the Ariba Discovery network (part of the Ariba Network) and accept the Ariba Discovery Terms of Use in regards to functions of Quote Automation performed on the Ariba Discovery site. Notwithstanding anything to the contrary in the Agreement, the Ariba Discovery Terms of Use shall take precedence over any conflicting terms in the Agreement in regards to the Ariba Discovery site. SAP will provide the Ariba Discovery Terms of Use upon request.

自动化报价服务。 自动化报价服务是 Ariba Document Automation 中的一个可选功能，该功能可与客户购买的 Ariba Document Automation 租用一起使用。自动化报价服务包括对 Ariba Network 和 Ariba Discovery 云服务的有限访问权。若为客户提供了自动化报价服务且客户选择使用该服务，则客户对此类云服务的访问和使用仅限于充分使用自动化报价服务所必需的此类访问和使用（除非客户已单独租用此类其他云服务），详见文档所述。此外，若要使用自动化报价服务，客户必须注册 Ariba Discovery 网络（Ariba Network 的一部分），并接受 Ariba Discovery 使用条款中有关在 Ariba Discovery 网站上执行自动化报价功能的规定。即使协议中有任何相反约定，Ariba Discovery 使用条款的效力高于协议中与 Ariba Discovery 网站相关的任何冲突条款。SAP 应根据请求提供 Ariba Discovery 的使用条款。

6. ARIBA-BUYER FUNDED SMP FEE PROGRAM

During the Subscription Term, SAP shall not charge any NTS Fees or SL Fees to Customer Suppliers arising from transactions between Customer and Customer Suppliers, provided that Customer remains current on all outstanding invoices owed to SAP; and the number of Documents transacted between Customer and Customer Supplier(s) does not exceed the Usage Metric limit set forth in the Order Form.

在租用期内，SAP 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：客户及时向 SAP 支付所有未清发票金额；以及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限制。

6.1 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:

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。客户对 Ariba-Buyer Funded

SMP Fee Program 的租用并不会:

- (a) create any contractual relationship between SAP and Customer Supplier(s); or
在 SAP 和客户供应商之间建立任何合同关系; 或
- (b) create any contractual relationship between Customer and SAP in regard to any transactions in which Customer might engage on or through the Ariba Network in Customer's role as a supplier on the Ariba Network.

就客户可能以 Ariba Network 中的供应商身份通过或经由 Ariba Network 从事的任何交易, 在客户和 SAP 之间建立任何合同关系。

6.2 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 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 SAP 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 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, 则客户只能依据本协议的规定, 通过 Ariba-Buyer Funded SMP Fee Program, 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-Buyer Funded SMP Fee Program 的意愿提前告知 SAP, SAP 会在适当时机向任何其他客户供应商收取产生的 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, 并遵守适用于客户及客户使用任何云服务的任何法规、法律或约定。

6.3 Confidentiality. If Customer discloses the terms of this financial arrangement to any third party (excluding the impacted Customer Suppliers participating), SAP may, in its sole discretion, terminate Customer's subscription to the Ariba-Buyer Funded SMP Fee Program (“**Early Cancellation**”). SAP's sole responsibility 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 attributable to the period after the effective date of the Early Cancellation.

保密。如客户向任何第三方（不包括参与其中的相关客户供应商）披露了本财务安排的条款, SAP 可自行决定终止客户对 Ariba-Buyer Funded SMP Fee Program 的租用（以下简称“**提前取消**”）。如提前取消, 则 SAP 全权负责将提前取消生效后之期间内的预付且未使用的 Ariba-Buyer Funded SMP Fee Program 费用退还给客户。

Attachment 3:

附件 3:

Ariba Strategic Payables Terms

Ariba Strategic Payables条款

The product-specific terms and conditions for Ariba Strategic Payables are located in “Attachment 3: Ariba Strategic Payables Terms” (the “**Payables Supplement**”), and are incorporated into, and made part of, this Supplement. The Payables Supplement, and any modifications to the Agreement made therein, apply solely to Ariba Strategic Payables and not to any other SAP Cloud Service.

Ariba Strategic Payables 之产品特定条款和条件列入“附件 3: Ariba Strategic Payables 条款”（以下简称“**Payables 补充**”），并纳入和构成本补充的一部分。本 Payables 补充及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。

Attachment 4:
附件 4:
SAP Supplier InfoNet Terms
SAP Supplier InfoNet[供应商信息网]之条款

1. ADDITIONAL DEFINITIONS

其他定义

- 1.1 “Customer Content”** means certain business information (including transaction data) concerning Customer, its suppliers and/or sub tier suppliers that is delivered by Customer to SAP upon commencement of the Subscription Term via magnetic tape, cartridge, secured and encrypted flat file FTP, or other means mutually agreed upon in writing (such as, for example, Data Connections).

“客户内容”是指客户自租用期开始时通过磁带、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（例如，数据连接）交付的有关客户、其供应商和/或其次级供应商的特定业务信息（包括交易数据）。

- 1.2 “Data Connection”** means a data extraction connection with Customer’s database(s) or system(s) that allow specified Customer Content to be automatically transferred to SAP

“数据连接”是指与客户数据库或系统建立的数据抽取连接，该连接支持指定客户内容自动传输至 SAP。

- 1.3 “Spend” or “Spend Data”** (abbreviation: **“SPD”**) has different meanings depending upon the specific Cloud Service to which it is applied. For SAP Supplier InfoNet, “Spend” or “Spend Data” means 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 SAP as part of the Customer Content in each Subscription Period.

“开支”或“开支数据”（缩写：“SPD”）在适用该术语的特定云服务中，其含义有所不同。对于 SAP Supplier InfoNet[供应商信息网]，“开支”或“开支数据”是指作为客户内容的一部分在各个租用期内提交至 SAP 的客户和其供应商之间的交易总金额（包括应付账款数据、差旅费用数据和采购卡数据等）。

- 1.4 “User”** has different meanings depending upon the specific Cloud Service to which it is applied. For SAP Supplier InfoNet, “User” means an Authorized User that is authorized by Customer to access and/or use SAP Supplier InfoNet.

“用户”的含义因适用的特定云服务而异。对于 SAP Supplier InfoNet[供应商信息网]，“用户”是指经客户授权可访问和/或使用 SAP Supplier InfoNet[供应商信息网]的授权用户。

2. CURRENT PLATFORM

当前平台

SAP Supplier InfoNet is currently hosted on systems operated by SAP SE or its Affiliate, and accordingly, support for SAP Supplier InfoNet shall be provided, and Customer Data shall be used and managed, in compliance with the operational guidelines and policies used by SAP SE in the operation of such systems.

SAP Supplier InfoNet[供应商信息网]目前由 SAP SE 或其关联企业运行的系统托管，因此，应根据 SAP SE 在运行此类系统时所使用的操作指南和政策为 SAP Supplier InfoNet[供应商信息网]提供支持并使用和管理客户数据。

3. MIGRATION

迁移

Ariba Inc. and/or SAP SE may, at either’s sole option at any time during the Subscription Term, and at no additional charge to Customer, migrate SAP Supplier InfoNet (including Customer’s data, access and usage thereof) from SAP SE hosted systems to Ariba, Inc. hosted systems. Immediately upon such migration, the operational guidelines, policies, and support terms applicable to Ariba-hosted systems shall take effect and shall supersede any conflicting language in the Agreement.

在租用期限内，Ariba Inc.和/或 SAP SE 可自行选择随时将 SAP Supplier InfoNet[供应商信息网]（包括与该服务有关的客户数据、访问和使用情况）从 SAP SE 托管系统迁移至 Ariba, Inc.托管系统，且不向客户收取额外费用。在

执行上述迁移之后，适用于 Ariba 托管系统的操作指南、政策和支持条款应立即生效并取代协议中的冲突条款。

4. DATA CONNECTIONS

数据连接

Customer must ensure that it has the right to grant SAP access to its system(s) via its Data Connection(s) and that SAP'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 SAP 通过其数据连接访问其系统的权限，并且 SAP 通过数据连接从客户的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。

5. CUSTOMER CONTENT

客户内容

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 SAP herein. Any reference to "Customer Data" in the Agreement shall be deemed to include Customer Content, as defined herein, for purposes of this Cloud Service, provided that, in the event of conflict between the terms of this Attachment and any other term of the Agreement, the terms of this Attachment shall control. SAP may aggregate Customer Content with other content from other SAP customers in order to create high level statistical reports related to SAP Supplier InfoNet so long as at least four (4) SAP customers (including Customer) have contributed to such report, and no individual customer contribution constitutes more than fifty percent (50%) of such report.

客户内容及其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 SAP 的所有权利的约束。如此处所述，就本云服务而言，协议中提及的“客户数据”应视为包含客户内容。前提是，如本附件的条款与协议的任何其他条款存在冲突，应以本附件为准。为创建与 SAP Supplier InfoNet[供应商信息网]相关的高质量统计报告，SAP 可聚合处理客户内容与其他 SAP 客户的内容，但前提是至少四（4）个 SAP 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%）。

6. GRANT OF LICENSE.

授予许可。

Customer grants to SAP, SAP SE, and SAP SE Affiliates 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 SAP Aggregated Content (defined below), 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 SAP Aggregated Content containing Customer Content in any manner and via any media SAP chooses, without reference to the source (including the right to sublicense any of the foregoing).

客户依据其所有相关知识产权，授予 SAP、SAP SE、以及 SAP SE 关联企业非独占的、永久性的、足额支付的、不可撤销的免版税全球许可：(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 SAP 聚合内容（下文定义）；(ii) 以任何方式和通过 SAP 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 SAP 聚合内容，而无需提及资料来源（包括再授权上述内容的权利）。

7. DATA ENRICHMENT

数据丰富

SAP will use Customer Content in combination with SAP'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, "SAP Content") in order to create

aggregated content (“**SAP Aggregated Content**”). Customer Content will subsequently be enriched by SAP via mapping to SAP Aggregated Content using SAP’s proprietary software, applications, business models and information matching, cleansing and harmonization tools. SAP will not distribute the Customer Content in its unmodified form. Unless required by law or approved by Customer, SAP 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 SAP Aggregated Content as defined herein for purposes of this Cloud Service, provided that, in the event of conflict between the terms of this Attachment 4 and any other term of the Agreement, the terms of this Attachment 4 shall control. SAP 将客户内容与 SAP 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“**SAP 内容**”）进行整合，创建聚合内容（以下简称“**SAP 聚合内容**”）。SAP 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 SAP 聚合内容，不断丰富客户内容。SAP 不会分发未经修改的客户内容。除非法律规定或客户批准，SAP 不得将客户标识为客户内容提供商。如本补充所定义，就本云服务而言，协议中提及的“云材料”或“SAP 材料”应视为包含 SAP 聚合内容。前提是，如本附件 4 的条款与协议的任何其他条款存在冲突，应以本附件 4 为准。

8. DATA LICENSE 数据许可。

All information provided to Customer by SAP (excluding the information Customer provides to SAP, which 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 Supplement, “**Contractor(s)**” 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 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 SAP advises Customer to independently verify such Database Information. SAP and its Providers shall not be liable for any loss arising out of or in any way relating to the Database Information. SAP’s Providers are third party beneficiaries of these terms. SAP and its Providers (i) shall not be liable to Customer for any loss or injury arising out of or in any way relating to the Database Information and (ii) will not be liable for consequential, incidental, special, punitive or other indirect damages.

SAP 向客户提供的全部信息（不包括客户向 SAP 提供，随后 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。在本补充中，“**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依据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 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、完整性或及时性做出的任何担保，SAP 建议客户独立核实此类数据库信息。对于因数据库信息而导致的或以任何方式与其相关的任何损失，SAP 及其提供商概不负责。SAP 的提供商是此类条款的第三方受益人。SAP 及其提供商 (i) 对客户因数据库信息而导致的或以任何方式与其相关的任何损失或损害概不负责；(ii) 对任何衍生性、偶发性、特殊性、惩罚性或其他间接性的损害概不负责。

9. DISCLAIMERS

免责声明

9.1 This Cloud 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.

本云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。

9.2 Certain content used in the Cloud 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

云服务中使用的部分内容自 Data.gov 中获取。由 Data.gov 检索出数据后，Data.gov 和美国联邦政府不对由这些数据得到的数据或分析提供担保。

9.3 Customer may not be able to access through the Cloud Service certain Customer Content in the form originally supplied by Customer.

客户可能无法通过本云服务以客户最初提供的形式访问某些客户内容。