

SAP Ariba Payables
Supplemental Terms and Conditions
SAP Ariba Payables[Ariba应付账款]
补充条款和条件

This Supplement is part of an agreement for SAP Cloud Services between SAP and Customer and applies only to the SAP Ariba Payables product(s) for which Customer is subscribed (the “**Cloud Service**”). It is referenced from and incorporated into the Supplemental Terms and Conditions for Ariba Cloud Services. Any documents referenced in this Supplement are available from SAP upon request.

本补充是 SAP 与客户就 SAP 云服务达成的协议的一部分，仅适用于客户租用的 SAP Ariba Payables[Ariba 应付账款]产品（以下简称“**云服务**”），并以引用的方式纳入 SAP Ariba 云服务补充条款和条件。本补充中引用的任何文档均由 SAP 根据请求予以提供。

1. CLOUD SERVICE. SAP Ariba Payables is a Cloud Service comprised of a bundle of payment, discounting, and supply chain finance service elements (each a “**Component**”), provided by SAP to Customer on a subscription basis as a single package and described in the most current version of the Documentation. SAP’s provision of each of the Components is subject to Customer’s responsibilities and the Scope of Use as set forth in the Documentation.

云服务。SAP Ariba Payables[Ariba 应付账款]是 SAP 基于租用模式，按最新文档所述，作为单一软件包向客户提供的由付款、折扣和供应链财务服务元素（每个称为一个“**组件**”）构成的云服务。SAP 依据文档中所述的客户责任和使用范围提供各个组件。

2. USAGE METRICS

使用指标

2.1 The Usage Metric applicable to the Cloud Service is defined below.

适用于云服务的使用指标如下定义。

(a) “**Spend**” (“**SPD**”) for SAP Ariba Payables, means the total monetary amount of transactions processed by Customer through the Cloud Service in the applicable Subscription Period calculated by adding the total monetary amount of: (i) payment transactions executed during such Subscription Period between Customer and Customer’s suppliers processed by Customer through SAP Ariba Payables; plus (ii) the total spend targeted for payment terms analysis and discounting during such Subscription Period through the discounting Component that was not processed for payments during that Subscription Period; plus (iii) the total spend targeted for payment terms analysis using the supply chain finance Component during such Subscription Period that was not processed for payments or targeted for discounting during that Subscription Period.

对于 SAP Ariba Payables[Ariba 应付账款]，“**开支**”（以下简称“**SPD**”）是指客户在相应租用期内，通过云服务处理的付款交易总金额，具体金额通过以下各项总金额相加得出：(i) 客户在此租用期内，通过 SAP Ariba Payables[Ariba 应付账款]处理的其与供应商之间达成的付款交易总金额；(ii) 在该租用期内通过折扣组件进行付款条款分析和折扣确定但未在该租用期内进行付款处理的开支总金额；以及 (iii) 在该租用期内使用供应链财务组件进行付款条款分析或折扣确定但未在该租用期内进行付款处理的开支总金额。

3. ADDITIONAL TERMS

附加条款

3.1 Processing Services for Payment and Supply Chain Finance.

付款和供应链财务处理服务。

(a) Separate Provider. Processing services for payment and supply chain finance Components as defined below are provided by third party processors under separate agreements between Customer and those third parties. SAP is not responsible for the processing services, nor acts

or omissions of the third party processors under the separate agreements. Customer agrees that any third party processor's use of Customer data is governed by the separate agreement and the third party processor's data use and data privacy policies. By using a Component provided by third party processors, Customer instructs SAP to transfer Data (including personal data) to the third party processor. SAP's obligations for the Cloud Service, exclusive of the processing services, are in accordance with the Agreement. SAP and the third party processors are under no obligation to assist with or resolve disputes between Customer and Customer's suppliers, with respect to payment and supply chain finance transactions.

单独提供商。以下定义的付款和供应链财务组件的处理服务由第三方处理方依据客户与这些第三方达成的单独协议提供。SAP 既不对处理服务负责，也不对第三方处理方在单独协议项下的行为或疏忽负责。客户同意任何第三方处理方对客户数据的使用均受单独协议和第三方处理方的数据使用和隐私政策的约束。客户使用第三方处理方提供的组件，即表明客户指示 SAP 将数据（包括个人数据）传输给第三方处理方。SAP 会依据协议履行提供云服务的义务（不包括处理服务）。SAP 和第三方处理方没有义务就付款和供应链财务交易，协助或解决客户和客户供应商之间的争议。

(b) Payment Processing Services.

付款处理服务。

(i) For the payment Component, "processing services" consist of payment processing services to settle payments between Customer and Customer's suppliers, including every function of the payment Component related to the processing or transmission of payments or funds, the provision of any payment intermediary-related services, the debiting or crediting of bank accounts, holding funds, processing payments, issuing checks, holding account numbers, and/or otherwise acting as a payment processor. (ii) The payment Component is currently available only in (1) the United States and Puerto Rico (by *DFS Services LLC*); (2) Canada (by *Discover Financial Services (Canada) Inc.*) and (3) other jurisdictions specifically identified in the Documentation. (iii) Customer is responsible for providing accurate information in any payment instruction. (iv) SAP's role for the payment Component is to forward payment information from Customer to the payment processor and return status information to the Customer regarding the payments.

(i) 对于付款组件，“处理服务”由用于处理客户和客户供应商之间付款的付款处理服务组成，具体包括付款组件与处理或传输付款或资金相关的各个功能、付款中介服务的提供、银行账户的借或贷、持有资金、付款处理、签发支票、持有账号和/或作为付款处理方。(ii) 付款组件目前仅在以下地区提供：(1) 美国和波多黎各（由 *DFS Services LLC* 提供）；(2) 加拿大（由 *Discover Financial Services (Canada) Inc.* 提供）和 (3) 文档中明确规定的其他管辖地区。(iii) 客户负责在任何付款指令中提供准确信息。(iv) 就付款组件而言，SAP 负责将客户的付款信息转发给付款处理方并向客户汇报付款状态信息。

(c) Supply Chain Finance Processing Services.

供应链财务处理服务。

(i) For the supply chain finance Component, "processing services" consist of the portion of the supply chain finance Component enabling Customer to use third-party financing for its Suppliers through the Ariba Network to leverage the third party processor's platform. (ii) The supply chain finance Component is currently available only in European Economic Area, Switzerland, USA, Canada, Mexico, New Zealand, Australia, Singapore, Thailand, Hong Kong, Japan and South Africa and may only be used for transactions in and between those territories. SAP may provide updates to this list via the Documentation.

(i) 对于供应链财务组件，“处理服务”由供应链财务组件的部分功能构成，该部分组件支持客户通过 Ariba Network 使用为其供应商提供的第三方金融服务，以充分利用第三方处理方的平台。(ii) 供应链财务组件目前仅在以下地区提供：欧洲经济区、瑞士、美国、加拿大、墨西哥、新西兰、澳大利亚、新加坡、泰国、中国香港、日本和南非，且仅能用于这些地区以及地区之间的交易。SAP 会通过文档提供该地区名单的更新。

3.2 Adding and Removing Components of SAP Ariba Payables. SAP may add Components to this Cloud Service. Customer may use additional Components subject to the Documentation, the then-current product-specific terms and conditions for SAP Ariba Payables, and execution

of terms and conditions with a third party processor (as applicable). SAP may remove a Component if SAP is not going to continue making the Component commercially available. If so, SAP will inform Customer at least six (6) months in advance of such change, subject to Section 3.4 of the General Terms and Conditions for SAP Cloud Services.

添加和删除 SAP Ariba Payables[Ariba 应付账款]组件。SAP 会向该云服务添加组件。客户可依据文档、SAP Ariba Payables[Ariba 应付账款]届时有效的产品特定条款和条件以及与第三方处理方签署的条款和条件（如适用）使用其他组件。如 SAP 不打算继续销售某个组件，SAP 可将其删除。但前提是，SAP 应在变更前依据 SAP 云服务一般条款和条件的第 3.4 节，至少提前六（6）个月通知客户。

3.3 Export Law. Customer agrees to not use the Cloud Service in any manner that may cause a violation by SAP, or any third party processor, of any U.S. economic sanctions, laws, regulations or orders.

出口法。客户同意不得以可能引起 SAP 或任何第三方处理方违反任何美国经济制裁、法律、法规或指令的方式使用云服务。

3.4 Tax Treatment. With respect to the fees payable by Customer for use of the payment Component, except for features for which payment to the payment processor directly is agreed to by Customer under the processor agreement, Customer will be treated as the payor with respect to SAP for tax purposes notwithstanding the payment processing services provided by the payment processor or supply chain finance processor.

税务处理。就客户使用付款组件的应付费用而言，除了客户依据处理方协议同意直接针对其向付款处理方付款的功能之外，尽管付款处理服务由付款处理方或供应链财务处理方提供，但在涉及 SAP 税务问题时，客户将被视为纳税人。