

**SAP Business ByDesign**  
**Supplemental Terms and Conditions**  
**补充条款和条件**

SAP and Customer have entered into an agreement for the purchase of certain SAP products and services (“Agreement”) pursuant to which Customer is purchasing SAP Business ByDesign (“SAP BYD”). SAP BYD is deemed part of the Service (as defined in the General Terms and Conditions for SAP Cloud Services) and is provided under the terms and conditions of the Agreement. The Agreement includes an Order Form, the General Terms and Conditions for SAP Cloud Services, these supplemental terms and conditions (the “Supplement”) and any Schedules referenced by those documents. This Supplement and any modifications to the Agreement made herein apply solely to SAP BYD and not to any other SAP product or service.

SAP 与客户已就购买某些 SAP 产品和服务达成协议（以下简称“协议”），客户将依据该协议购买 SAP Business ByDesign（以下简称“SAP BYD”）。SAP BYD 被视为服务的一部分（见 SAP 云服务的一般条款和条件中的定义），且依据该协议的条款和条件予以提供。协议包括订购单、SAP 云服务的一般条款和条件、本补充条款和条件（以下简称“补充”）以及上述文件所叙及的所有附录。本补充及此处对协议的任何修改仅适用于 SAP BYD，不适用于任何其他 SAP 产品或服务。

**1. USE OF SERVICE**

**服务的使用**

**1.1** Named User(s) may include Business Partners of Customer. “**Business Partner**” means a legal entity that requires access to SAP BYD in connection with Customer’s internal business operations, such as customers, distributors and/or suppliers of Customer.

指定用户（或亦称为命名用户）可能包括客户的业务合作伙伴。“**业务合作伙伴**”是指与客户内部业务运营有关且需要访问SAP BYD解决方案的法人实体，如客户的客户、经销商和/或供应商。

**1.2** The base fee for SAP BYD includes three country-specific versions of SAP BYD. If Customer requires more than three country-specific versions of SAP BYD, Customer must purchase one subscription for each additional country-specific versions of SAP BYD.

SAP BYD的基本费用包括三个国家/地区特定的SAP BYD版本。若客户需要三个以上国家/地区特定的SAP BYD版本，则必须以租用方式购买每个额外的国家/地区特定的SAP BYD版本。

**1.3** There are three categories of Named Users that may be purchased with a subscription. Pricing and functionality vary for each category.

租用方式可购买三类指定用户。每个类别的定价和功能各不相同。

(a) Enterprise User - Enterprise users access core functionality across multiple business areas – such as human resources, financial management, and customer relationship management. Enterprise Users may be either Standard Enterprise Users or SCM Enterprise Users.

Enterprise User - Enterprise User可访问多个业务领域的核心功能，例如人力资源、财务管理和客户关系管理。Enterprise User可以是Standard Enterprise User或SCM Enterprise User。

(b) Team User - Team Users are employees who need access to only one business area – such as sales force automation or basic reporting – to do their jobs. Team Users are always CRM Sales Team Users or Project Manager Team Leaders.

Team User - Team User是指仅需要访问一个业务领域来完成工作的员工，例如销售队伍自动化或基本报告功能。Team User通常是CRM Sales Team User或Project Manager Team Leader。

(c) Self-Service User - Self-service Users are employees who do not use core functionality, but access self-service functions incidental to their work – such as purchasing, travel and expense, and human resources. Self-Service Users may be either Standard Self-Service Users, SCM Self-Service Users or Project Management Self-Service Users.

Self-Service User - Self-service User是指不使用核心功能，但偶尔会访问工作所需的自助服务功能的员工，例如采购、差旅和费用以及人力资源。Self-Service User可以是Standard Self-Service User、SCM Self-Service User或Project Management Self-Service User。

- 1.4 The base fee for SAP BYD includes one production tenant and one test tenant. Customer may purchase subscriptions to additional test tenants that are described in the Documentation (each a “**Test Tenant**”). No more than fifty (50) Named Users for which Customer has a subscription may access each Test Tenant.

SAP BYD的基本费用包括一个生产租户和一个测试租户。客户可以购买文档中所述的附加测试租户的租用（每个“**测试租户**”一个租用）。客户已为其购买租用的访问每个测试租户的指定用户不得超过五十（50）人。

## 2. **GO-LIVE, SYSTEM ACCESS AND OTHER CUSTOMER OBLIGATIONS**

### 上线、系统访问和其他客户义务

- 2.1 Customer’s productive use of SAP BYD will commence once Customer has activated the “**Confirm Go-Live**” activity in the business configuration of Customer’s SAP BYD system. SAP’s verification of readiness for productive use will take place when the activity “Request for Go-Live” is activated by Customer.

客户对 SAP BYD 的生产性使用将于客户在其 SAP BYD 系统的业务配置中激活“**确认上线**”活动后开始。

SAP 对生产性使用的就绪验证工作将于客户激活“请求上线”活动后开始。

## 3. **ADD-ONS FOR SAP BYD**

### SAP BYD 扩展组件

- 3.1 SAP will incorporate into Customer’s SAP BYD environment add-ons for SAP BYD (“Add-on(s)”) which Customer has licensed from authorized SAP partners, or which Customer has developed, or which have been developed by an authorized SAP partner specifically for use by Customer only (the latter two called “Customer-specific Add-on(s)”).

SAP 将把客户从授权 SAP 合作伙伴处获得许可、客户自行开发或授权 SAP 合作伙伴专为客户使用而开发（后两项称为“客户特定的扩展组件”）的 SAP BYD 扩展组件（以下简称“扩展组件”）整合至客户的 SAP BYD 环境。

- 3.2 SAP shall not be responsible for the support of any Add-on.

对任何扩展组件的支持，SAP 概不负责。

- 3.3 SAP will activate or de-activate a partner Add-on upon notification by the respective authorized SAP partner. SAP is not responsible for uploading a Customer-specific Add-on into Customer’s SAP BYD environment.

收到各自授权 SAP 合作伙伴的通知后，SAP 将激活或取消激活合作伙伴扩展组件。SAP 不负责将客户特定的扩展组件上载至客户的 SAP BYD 环境中。

- 3.4 SAP reserves the right to refuse to incorporate an Add-On into Customer’s SAP BYD system, or to temporarily or permanently deactivate an Add-On at any time if (i) SAP reasonably believes such Add-On may have a negative impact on Customer’s SAP BYD system (ii), such Add-On fails to meet SAP quality standards for Add-ons made available by SAP, or (iii) Customer is in breach of any term or condition of its Agreement with SAP.

SAP 保留拒绝将扩展组件整合至客户的 SAP BYD 系统，或随时在以下情况下临时或永久取消激活扩展组件的权利：(i) SAP 有合理理由相信此类扩展组件会对客户的 SAP BYD 系统造成负面影响；(ii) 此类扩展组件无法满足 SAP 为扩展组件制定的 SAP 质量标准；或 (iii) 客户违反与 SAP 所签署协议的任何条款或条件。

- 3.5 Use of an Add-On is at Customer’s sole risk and SAP shall not be responsible for any changes or modifications of Customer Data by or through an Add-on. SAP incorporates Add-ons into Customer’s BYD environment “AS IS” and without any warranty, express or implied. SAP does not warrant that an Add-on is or will be available without interruption, including, without limitation, during any standard maintenance windows for SAP BYD.

客户应自行承担使用扩展组件所带来的风险，SAP 对通过扩展组件更改或修改客户数据不承担任何责任。

SAP 将扩展组件“原样”整合入客户的 BYD 环境，不做任何明示或暗示担保。SAP 不担保扩展组件在使用过程中不会发生中断，包括但不限于，在任何 SAP BYD 标准维护窗口期间。

SAP shall not be responsible for any negative impact of an Add-on on the availability, functionality or performance of Customer’s SAP BYD system.

SAP 就扩展组件对客户的 SAP BYD 系统的可用性、功能性或性能所造成的负面影响不承担任何责任。

- 3.6** Customer shall be solely responsible (i) for verifying that SAP BYD meets Customer's compliance requirements and (ii) for adapting existing functionality to legal and regulatory requirements relevant for Customer. Statutory and tax reporting functionalities in an unsupported country will not be provided by SAP BYD. In addition, SAP BYD will not support local taxes for sales orders, purchase orders or financial posting outside the supported countries.

客户应全权负责 (i) 验证SAP BYD是否符合客户的合规要求并 (ii) 使现有功能符合与客户有关的法律法规要求。在不支持的国家/地区，SAP BYD将不会提供法定报税功能。此外，对于支持国家/地区之外的销售订单、采购订单或财务过账，SAP BYD将不提供当地税务支持。

- 3.7** SAP may provide Customer additional functionality for SAP BYD by offering SAP Add-ons made available through a dedicated webpage. Customer acknowledges and agrees that SAP Add-ons may only be licensed through an electronic contracting process and Customer expressly accepts the validity and enforceability of any contract accepted by Customer and SAP through such electronic contracting process.

SAP通过以专用网页提供SAP扩展组件的方式为客户提供适用于SAP BYD的其他功能。客户确认并同意，SAP扩展组件只能通过电子签约流程授予许可，且客户明确接受客户与SAP通过此类电子签约流程接受的任何合同的有效性和可执行性。

#### **4. CLOUD APPLICATIONS STUDIO**

##### **SAP CLOUD APPLICATIONS STUDIO[云应用程序工作室]**

Customer may subscribe to the optional SAP Cloud Applications Studio. Customer's use of the SAP Cloud Applications Studio is subject to the terms set forth in **Attachment 1** to this Supplement.

客户可租用可选的SAP Cloud Applications Studio[云应用程序工作室]。客户对SAP Cloud Applications Studio[云应用程序工作室]的使用受到本补充**附件1**中所列条款的约束。

#### **5. PRIVATE EDITION**

##### **专用版**

SAP Business by Design, Private Edition is an optional service and includes a dedicated multi-tenant system for single customer usage and customized maintenance windows, as defined below. Customer may elect to have up to 10 production tenants on a Private Edition system. These additional production tenants do not replace Test Tenant requirements. A minimum subscription of 200 Team Users and/or Enterprise Users is required for a subscription to SAP Business by Design, Private Edition.

SAP Business by Design（专用版）是一项可选服务，包括针对单个客户使用的专用多租户系统和定制维护窗口，具体定义如下。客户最多可选择一个专用版系统中设置十（10）个生产租户。这些附加的生产租户并不取代测试租户要求。租用SAP Business by Design（专用版）要求至少租用200个Team User和/或Enterprise User。

## Attachment 1

### 附件1

#### Supplemental Terms for use of SAP Cloud Applications Studio 有关SAP Cloud Applications Studio[云应用程序工作室]使用的补充条款

#### 1. DEFINITIONS

##### 定义

- 1.1** “APIs” means SAP’s application programming interfaces, as well as other commands or instructions that allow other software products to communicate with or call on the SAP Cloud Solution or the Cloud Applications Studio (for example, SAP enterprise services, ByDesign Business Objects, BAPIs, Idocs, RFC, and ABAP customer exits) provided under this Agreement.

“API”是指SAP的应用程序编程接口以及允许其他软件产品与本协议下提供的SAP云解决方案或SAP Cloud Applications Studio[云应用程序工作室]通信或进行调用的其他命令或指示（例如，SAP企业服务、ByDesign Business Objects、BAPI、Idoc、RFC和ABAP用户出口）。

- 1.2** “Background Materials” means any pre-existing works that include intellectual property rights owned by either SAP or Customer that have been prepared by SAP or Customer outside the scope of the Agreement or that were licensed from a third party.

“背景材料”是指事先存在的资料，包括由SAP或客户所有且由SAP或客户准备的在协议范围以外或由第三方授予许可的知识产权。

- 1.3** “Cloud Applications Studio” means the overall SAP development environment to which SAP grants Customer access as outlined in this Supplement for development of the Customer Solution. It consists of the following elements: Software Development Kit, and Key User Tools.

“SAP Cloud Applications Studio[云应用程序工作室]”是指依据本补充中所述客户获得SAP授权可访问的SAP整体开发环境，用于开发客户解决方案。包括下列元素：软件开发工具包和关键用户工具。

- 1.4** “Customer Solution” means a solution developed or packaged by Customer with the Cloud Applications Studio and/or the Key User Tools which adds new and independent functionality beyond that provided by the SAP Cloud Solution, including any new functional components for business processes not provided by the SAP Cloud Solution, that connect to and/or communicate through published SAP APIs or user exits, including new or modified user interface elements, new reports, new forms, new web services, and new or modified functionality. The Customer Solution must be custom-built to be used by Customer only without further distribution or licensing.

“客户解决方案”是指客户利用SAP Cloud Applications Studio[云应用程序工作室]和/或关键用户工具开发或打包的解决方案，新增了SAP云解决方案所提供功能之外的功能和独立功能（包括SAP云解决方案未提供的任何业务流程的新功能组件），连接到发布的SAP API或用户出口或通过此类出口通信，包括新的或修改的用户接口元素、新报表、新表单、新Web服务以及新的或修改的功能。客户解决方案必须自定义构建并仅由客户使用，不得另行分发或授权。

- 1.5** “Customer Test Tenant” means an SAP Cloud Solution tenant which is simulating a live situation of a customer environment for testing purposes.

“客户测试租户”是指出于测试目的模拟客户环境实际状况的SAP云解决方案租户。

- 1.6** “Key User Tools” means a set of tools that are available to configure, customize and extend the Customer Solution. This includes extensibility and flexibility enhancements as well as reporting enhancement capabilities. Configurations prepared with the Key User Tools may be incorporated into the Customer Solution.

“关键用户工具”是指用于配置、自定义和扩展客户解决方案的一组工具，包括可扩展性和灵活性增强以及报表增强功能。使用关键用户工具准备的配置可整合到客户解决方案。

- 1.7** “Modification” means any alteration or modification to the SAP Cloud Solution, including but not limited to a change made to the source code and/or metadata of the SAP Cloud Solution.

“修改”是指对SAP云解决方案所做的任何更改或修改，包括但不限于源代码更改和/或SAP云解决方案元数据更改。

**1.8** “SAP Cloud Solution” refers to the SAP Cloud product for which Customer has a valid subscription and with which the Cloud Application Studio will be used to develop the Customer Solution.

“SAP云解决方案”是指客户有效租用并可结合SAP Cloud Applications Studio[云应用程序工作室]开发客户解决方案的SAP云产品。

**1.9** “Software Development Kit” means the frontend components of the Cloud Applications Studio which are based on a developer framework and a user interface design tool. Customer develops solutions within the frontend Software Development Kit and based on a scripting language called SAP Cloud Applications Studio script.

“软件开发工具包”是指基于开发人员框架和用户接口设计工具的SAP Cloud Applications Studio[云应用程序工作室]的前端组件。客户在前端软件开发工具包内基于称为“SAP Cloud Applications Studio[云应用程序工作室]”脚本的脚本语言开发解决方案。

**1.10** “Test Tenant” means an SAP Cloud Solution tenant which may be simulating a live situation of a Customer environment that is enabled for testing during software development and is operated by SAP. Frontend access is optionally available.

“测试租户”是指针对软件开发测试启用且由SAP操作模拟客户环境实际状况的SAP云解决方案租户。可以选择从前端访问此测试租户。

## **2. CUSTOMER OBLIGATIONS**

### **客户的义务**

**2.1** Customer will be responsible for providing SAP with all necessary information on the Customer Solutions required for the applicable SAP Cloud Solution to interoperate with a Customer Solution and for SAP to fulfill its obligations under this Agreement.

客户负责为SAP提供相应SAP云解决方案与客户解决方案交互操作及SAP履行其在本协议下的义务所需的客户解决方案相关的所有必要信息。

**2.2** Customer is responsible for ensuring that the Customer Solution remains compatible and interoperable with the SAP Cloud Solution during the term of Customer’s SAP Cloud Solution subscription.

客户负责确保在客户租用SAP云解决方案的期限内，客户解决方案始终可与SAP云解决方案兼容和互操作。

**2.3** Customer must subscribe to a Test Tenant with the SAP Cloud Solution for a term equal to the term of the subscription for the Cloud Application Studio.

客户租用SAP云解决方案测试租户的期限必须与租用SAP Cloud Applications Studio[云应用程序工作室]的期限相同。

## **3. SAP OBLIGATIONS**

### **SAP的义务**

**3.1** SAP will provide Customer access to the Cloud Applications Studio for the purposes of this Agreement.

SAP会出于本协议之目的为客户提供SAP Cloud Applications Studio[云应用程序工作室]的访问权限。

**3.2** SAP will provide Customer with required information to allow Customer to keep the Customer Solution compatible and interoperable with the Customer’s SAP Cloud Solution subscription.

SAP将为客户提供允许客户保持客户解决方案与客户租用的SAP云解决方案兼容和互操作所需的信息。

**3.3** SAP will incorporate the Customer Solution into Customer's SAP Cloud Solution environment. SAP shall not be responsible for the support of the Customer Solution. SAP will activate or de-activate the Customer Solution upon notification by Customer. SAP is not responsible for uploading the Customer Solution into Customer's SAP Cloud Solution environment. SAP reserves the right to refuse to incorporate the Customer Solution into Customer's SAP Cloud Solution Environment, or to temporarily or permanently deactivate the Customer Solution at any time if (i) SAP reasonably believes such Customer Solution may have a negative impact on Customer's SAP Cloud Solution system or (ii), Customer is in breach of any term or condition of its Agreement with SAP. Use of the Customer Solution is at Customer's sole risk and SAP shall not be responsible for any changes or modifications of Customer Data by or through the Customer Solution. SAP incorporates the Customer Solution into Customer's SAP Cloud Solution environment free of charge, "AS IS" and without any warranty, express or implied. SAP does not warrant that the Customer Solution is or will be available without interruption, including, without limitation, during any standard maintenance windows for the SAP Cloud Solution. However, SAP will use reasonable endeavours to make the Customer Solution available based on the SAP Cloud Solution service level agreement applicable to the SAP Cloud Solution. SAP shall not be responsible for any negative impact of the Customer Solution -on on the availability, functionality or performance of Customer's SAP Cloud Solution system.

SAP会将客户解决方案整合到客户的SAP云解决方案环境中。对客户解决方案的支持，SAP概不负责。SAP会在收到客户通知后激活或取消激活客户解决方案。对于将客户解决方案上载到客户的SAP云解决方案环境，SAP概不负责。在下列情况下，SAP保留拒绝将客户解决方案整合到客户的SAP云解决方案环境或者在任意时刻暂时或永久性取消激活客户解决方案的权利：(i) SAP有合理理由认为此类解决方案会对客户的SAP云解决方案系统造成不利影响或 (ii) 客户违反其与SAP所达成之协议中的任何条款或条件。客户应自行承担使用客户解决方案所带来的风险，SAP对通过客户解决方案所作的客户数据更改或修改不承担任何责任。SAP免费将客户解决方案原样整合至客户的SAP云解决方案环境内，但不做任何明示或暗示的担保。SAP不担保客户解决方案在使用过程中不会发生中断，包括但不限于，在SAP云解决方案的任何标准维护窗口期间内。但是，SAP将基于适用SAP云解决方案的SAP云解决方案服务级别协议作出合理的努力，使客户解决方案切实可用。SAP就客户解决方案对客户的SAP云解决方案系统的可用性、功能性或性能所造成的负面影响不承担任何责任。

#### **4. USE RIGHTS / INTELLECTUAL PROPERTY RIGHTS**

##### **使用权/知识产权**

**4.1** SAP hereby grants Customer, for the term of the Order Form, a non-exclusive, limited license for up to ten (10) Named Users to access and use the Cloud Applications Studio and its Documentation to develop and test the Customer Solution. Customer is not permitted to use the Cloud Applications Studio as a business application.

SAP特此授予客户最多十（10）个在订购单期限内访问和使用SAP Cloud Applications Studio[云应用程序工作室]及其文档开发和测试客户解决方案的非独占、有限的指定用户许可。客户不得将SAP Cloud Applications Studio[云应用程序工作室]用作业务应用程序。

**4.2** Customer is not permitted to sublicense or rent the Cloud Applications Studio. Except to the extent expressly authorized herein and except to the extent stipulated by indispensable statutory requirements, third parties are not authorized to use or have access to the Cloud Applications Studio or its Documentation. Customer is not permitted to create Modifications or derivative works of the Cloud Applications Studio. Customer irrevocably assigns to SAP all rights, title and interest in and to any such Modifications and derivative works created by Customer. Any further use as not expressly set forth herein is strictly prohibited and subject to a separate written agreement and subject to the then current terms and conditions for such use.

客户不得再许可或出租SAP Cloud Applications Studio[云应用程序工作室]。除非在本补充中明确授权和除非必要的法规要求中有所规定，否则第三方不具备使用或访问SAP Cloud Applications Studio[云应用程序工作室]及其文档的权限。客户不得修改SAP Cloud Applications Studio[云应用程序工作室]或制作其衍生作品。客户以不可撤销的方式将客户对此类修改和制作的衍生作品的所有权利、权益和利益转让给SAP。此处未明确规定的任何其他使用应严格禁止，并且受到单独书面协议和适用于此类使用的届时有效的条款和条件的约束。

- 4.3** SAP may provide Customer with certain front-end components of the Cloud Applications Studio which need to be installed by Customer on its hardware. Customer is responsible for installing such front-end components of the Cloud Applications Studio.

SAP会向客户提供需要安装在客户硬件上的特定SAP Cloud Applications Studio[云应用程序工作室]前端组件。客户负责安装SAP Cloud Applications Studio[云应用程序工作室]的此类前端组件。

- 4.4** Customer acknowledges that ownership of and title to all intellectual property rights in the Cloud Application Studio, the SAP Cloud Solution and any SAP APIs are and shall remain the sole property of SAP and its licensors. Except for the licenses explicitly granted by SAP to Customer herein, SAP owns all rights and title, including all intellectual property rights, in and to any SAP software, libraries and tools made available by SAP to Customer.

客户确认Cloud Application Studio[云应用程序工作室]、SAP云解决方案及任何SAP API的所有知识产权的所有权和权益仍然应为SAP及其许可方的专有财产。除非SAP在本文中向客户明确授予许可，否则所有权利和权益均归SAP所有，包括SAP向客户提供的任何SAP软件、库和工具的或与之相关的所有知识产权。

- 4.5** Customer will not copy, translate, disassemble or decompile, nor create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Cloud Application Studio. In the event source code is provided to Customer, SAP, in its sole discretion, reserves the right to delete, or to require the deletion of, such source code and all copies thereof in Customer's possession or control whenever a future release, version or correction provides for like functionality in an object code format.

客户不得对SAP Cloud Application Studio[云应用程序工作室]进行复制、翻译、反汇编、反编译，亦不得以反向工程或其他方法将软件的对象代码转换为或试图转换成源代码。如向客户提供了源代码，只要未来版本或更正中以对象代码格式提供了类似功能，则SAP可自行决定保留删除或要求删除客户拥有或控制的此类源代码及其所有副本的权利。

- 4.6** Subject to the terms set out herein, Customer shall own the portions of the Customer Solution developed by Customer hereunder and the intellectual property rights therein, excluding any SAP Background Materials, SAP APIs or SAP libraries and any derivative works thereof.

根据此处列出的条款，客户应拥有本协议中由客户开发的客户解决方案及其知识产权的部分所有权，不包括任何SAP背景材料、SAP API或SAP库及其任何衍生作品。

- 4.7** Except to the extent explicitly specified, nothing in this Supplement shall be construed, whether by implication, estoppel or otherwise, to transfer ownership rights in or grant license rights to the Background Materials of the other party. Nothing shall restrict SAP or any SAP Affiliate from independently developing any new or improved functionalities, products, means, systems and/or processes related to the SAP Cloud Solution, including but not limited to the Customer Solution, which in whole or in part are congruent, similar and/or comparable to developments by Customer. SAP reserves the rights to provide additional or new SAP software products.

除非有明确规定，否则本补充中的任何内容均不应视为以暗示、默许或其他方式转让另一方背景材料的所有权或授予材料的许可权。任何内容均不应限制SAP或任何SAP关联企业独立开发与SAP云解决方案相关的任何新的或改进后的功能、产品、方法、系统和/或流程，包括但不限于整体或部分与客户的开发相同、类似和/或可媲美的客户解决方案。SAP保留提供其他或新的SAP软件产品的权利。

- 4.8** Customer shall be entitled to grant subcontractors, agents or freelancers access to the Cloud Applications Studio to develop on Customer's behalf. Customer must ensure and shall be responsible that such third parties adhere to the terms of the Agreement and Customer is liable to SAP for any breach of these terms due to such access by subcontractors, agents or freelancers.

客户应有权向分包商、代理或自由职业者授予访问SAP Cloud Applications Studio[云应用程序工作室]的权限，以代表客户进行开发工作。客户必须确保此类第三方严格遵循协议条款，且客户应对因分包商、代理或自由职业者访问所导致的任何条款违规行为对SAP承担责任。

## 5. Additional Licensing Terms

附加许可条款

- 5.1** In order to create the Customer Solution, and subject to Customer's full compliance with the following additional licensing terms, SAP hereby grants to Customer a limited, royalty-free, fully paid-up, non-exclusive, worldwide, non-transferable right and license to reproduce APIs solely for the purpose of incorporating them into the Customer Solution, provided however that Customer has no right to transfer, sublicense or otherwise distribute any APIs to any third party on a stand-alone basis or separately from the Customer Solution that complies with the limitations of this Supplement. Customer shall not modify or create a derivative work of any APIs, in whole or in part, except to create the Customer Solution in accordance with this Supplement.

为创建客户解决方案并使客户完全遵守下列附加许可条款，SAP特此授予客户仅出于将API整合到客户解决方案之目的制作API副本的有限的、免版税的、已足额缴付的、非独占的、全球性的、不可转让的权利和许可，但客户无权转让、再许可或以其他方式独立或脱离符合本补充限制的客户解决方案向任何第三方分发任何API。客户不得全部或部分修改或创建任何API的衍生作品，除非根据本补充创建客户解决方案。

- 5.2** The Customer Solution must not: (i) unreasonably impair, degrade or reduce the performance or security of the SAP Cloud Solution or the Cloud Applications Studio ; (ii) enable the bypassing or circumventing of SAP license restrictions and/or provide users with access to the SAP Cloud Solution or the Cloud Applications Studio to which such users are not directly licensed; (iii) render or provide, without written consent from SAP, any information concerning SAP software license terms, SAP software, or any other information related to SAP products. Customer shall refer any customer requiring such information to SAP; and/or (iv) permit mass data or metadata extraction from an SAP software to a non-SAP software, including use, modification, saving or other processing of such data in the non-SAP software.

客户解决方案：(i) 不得不合理地削弱、降低或减少SAP云解决方案或SAP Cloud Applications Studio[云应用程序工作室]的性能或安全性；(ii) 不支持绕过或规避SAP许可限制和/或向用户提供不对其直接授予许可的SAP云解决方案或SAP Cloud Applications Studio[云应用程序工作室]的访问权限；(iii) 未经SAP书面同意，不得提供有关SAP软件许可条款、SAP软件的任何信息或与SAP产品相关的任何其他信息。客户应向SAP提交需要此类信息的任何客户信息；和/或 (iv) 不允许将海量数据或元数据从SAP软件提取至非SAP软件，包括在其他非SAP软件中对此类数据进行使用、修改、保存或其他处理。

- 5.3** In exchange for the right to develop the Customer Solution, Customer covenants not to assert any Intellectual Property Rights in the Customer Solution created by Customer against any SAP product, service, or future SAP development. Customer also acknowledges that SAP APIs constitute and contain valuable intellectual property of SAP and its licensors, and, in order to protect such intellectual property, Customer will not delete or in any manner alter the copyright and other proprietary rights notices appearing on APIs as delivered, and will reproduce such notices on all copies it makes of the APIs.

作为交换客户解决方案开发权利的条件，客户承诺不对其依据任何SAP产品、服务或未来SAP开发创建的客户解决方案主张任何知识产权权利。此外，客户确认SAP API构成并包含SAP及其许可方宝贵的知识产权。为保护此类知识产权，客户不会删除或以任何方式更改交付时显示在API上的版权和其他专有权声明，并会在其制作的任何API副本上复制此类声明。

- 5.4** If Customer transfers or assigns the Customer Solution or any part thereof or substantially all of the rights thereto to any third party that threatens a lawsuit or claim against SAP, SAP has the right to terminate the Agreement and take the Customer Solution out of Customer's SAP Cloud Solution environment. In this case, Customer grants to SAP a non-exclusive, perpetual, worldwide, fully paid up royalty-free license, with the right to grant sublicenses, to use, reproduce, display, distribute, and create derivative works of the Customer Solution, and to make, have made, use, lease, sell, offer for sale, import, export or otherwise transfer any apparatus or product (including through standard distribution channels), and to practice any method, covered by any intellectual property rights in the Customer Solution.



如客户因向任何第三方转让或让渡客户解决方案或解决方案的任何部分或其几乎所有权利而致使SAP面临诉讼或索赔的威胁，SAP有权终止协议并将客户解决方案从客户的SAP云解决方案环境中移除。在这种情况下，客户授予SAP非独占的、永久性的、全球性的、已足额支付且免版税的许可，SAP可凭借此权利授予从属许可、使用、复制、显示、分发和制作客户解决方案的衍生作品，制作、代其制作、使用、出租、买卖、出售、进口、出口或以其他方式转让任何装置或产品（包括通过标准分销渠道），及实践客户解决方案中任何知识产权涉及的任何方法。

- 5.5** APIs are subject to ongoing changes. Customer must adapt the Customer Solution to such changes to APIs.

API会不断变更。客户必须依据对API所做的变更调整客户解决方案。

## **6** Export and Import

出口和进口

- 6.1** Any front-end components of the Cloud Applications Studio are subject to German, European Community and/or US export control regulation. The export and re-export is restricted by German, European Community and/or US law. Any re-export into a member state of the European Union (if the Customer has its seat within the European Union) might be restricted by national laws and regulations, in particular if the final destination of the front-end components is outside the European Union.

SAP Cloud Applications Studio[云应用程序工作室]的任何前端组件受德国、欧盟和/或美国出口管制法规的约束。出口和再出口受到德国、欧盟和/或美国法律的限制。向欧盟成员国的任何再出口（如果客户是欧盟成员国之一）都可能受到该国法律和法规的限制，尤其是前端组件的最终目的国家或地区不属于欧盟的情况下。

- 6.2** Any re-export outside the European Union is restricted by German, European Community and/or United States export control regulation. Prior to any export, the Customer shall seek advice from the competent export authorities and, if necessary, apply for the required export authorizations. Certain countries might be exempt from such obligation; the Customer should therefore contact SAP in order to obtain a list of exempted countries. This obligation also applies to any re-export of the front-end components an affiliated company. The foregoing obligation does not apply if the destination is a country listed in the Community General Export Authorisation No EU001 (OJ No. L159/200 of 30 June 2000) (Australia, Japan, Canada, New Zealand, Norway, Poland, Switzerland, Czech Republic, Hungary, United States). Even in this case, however, national export control laws may apply.

欧盟之外的任何再出口都受到德国、欧盟和/或美国出口管制法规的限制。进行任何出口之前，客户均应征求主管出口部门的意见，如有必要，应申请所需的出口授权。某些国家或地区可能会豁免此类义务；因此，客户应与SAP联系以获取豁免国家/地区的清单。此项义务同样适用于关联公司前端组件的再出口情况。若目的国家或地区列在“共同体通用出口许可证EU001号”（2000年6月30日OJ No. L159/200）中（澳大利亚、日本、加拿大、新西兰、挪威、波兰、瑞士、捷克、匈牙利、美国），则不需要承担上述义务。但即使在这种情况下，国家出口管制法律仍可适用。

- 6.3** The electronic transfer or download of the front-end components can constitute an export as well as any physical shipping of data media. The import and the use of the front-end components in the country of destination may also be restricted or banned by national regulation of that country.

电子传输或下载前端组件可构成出口以及数据介质的任何物理运输。在目的国家或地区进口和使用前端组件同样可能受到该国家或该地区的法规的限制或禁止。