

SAP Business ByDesign

SAP Business ByDesign [中小企业 ERP 云]

Supplemental Terms and Conditions

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 Business ByDesign services to which Customer is subscribed (“Cloud Service”). Any documents referenced in this Supplement are available 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 Business ByDesign [中小企业 ERP 云]服务（以下简称“云服务”）。本补充中引用的任何文档均根据请求予以提供。

1. CLOUD SERVICE

云服务

The Cloud Service is a cloud ERP solution designed for mid-market businesses.

云服务是指专为中端市场企业设计的 ERP 云解决方案。

2. FEES

费用

- 2.1. The Usage Metrics for the Cloud Service are Base Fee Entitlements Package, plus Users. Users means individuals authorized to access the Cloud Service.

云服务的使用指标为基础费用权限包加用户数。用户是指经授权可访问云服务的个人。

- 2.2. The Base Fee Entitlements Package is a fee per calendar month, and includes two Advanced Users and three Core Users. The Base Fee includes three country-specific versions. If Customer requires more than three country-specific versions, Customer must purchase one subscription for each additional country-specific version.

基础费用权限包按日历月支付费用，包括两（2）个 Advanced User 和三（3）个 Core User。基础费用包括三个国家/地区特定的版本。若客户需要三个以上国家/地区特定的版本，则必须以租用方式购买每个额外的国家/地区特定的版本。

- 2.3. There are three categories of Users that may be purchased with a subscription to the Cloud Service. Pricing and functionality vary for each category.

租用云服务时可购买三类用户。每个类别的定价和功能各不相同。

- 2.3.1. **Advanced User** - Advanced Users can use the complete set of all available SAP Business ByDesign functionality, which includes all available Work Centers.

Advanced User - Advanced User 可以使用 SAP Business ByDesign 提供的所有功能，包括所有可用的工作中心。

- 2.3.2. **Core User** - A Core User can fulfill daily business tasks all over. Starting from master data creation to proceeding all covered Business Process Procedures steps. Besides this, all approval tasks, independent in which application area, can be processed by a Core User.

Core User - Core User 可以完成所有日常业务任务。从创建主数据到处理涵盖的所有业务流程步骤。此外，Core User 还可以处理所有审批任务，且不受应用程序范围的影响。

- 2.3.3. **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 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。

- 2.4. The Base Fee includes one production tenant and one test tenant. The included test tenant is only available during the implementation phase of the Cloud Service and for testing the effects of release

changes to the Cloud Service and as such is not permanent. Customer may purchase subscriptions to additional Cloud Service test tenants.

基础费用包括一（1）个生产租户和一（1）个测试租户。包含的测试租户仅可在云服务的实施阶段用于测试版本变更对云服务的影响，因此并不是永久的。客户可以租用额外的云服务测试租户。

- 2.5. The Cloud Service test tenant provides Customer a permanent test tenant for use by up to fifty (50) users for which Customer has a subscription and the use of the SAP Business ByDesign development environment (SAP Cloud Applications Studio software). The Usage Metric for test tenants is "Tenant(s)". A "Tenant" means a customer-specific instance of the Cloud Service.

云服务测试租户为客户提供永久测试租户，供客户租用的最多五十（50）个用户使用和使用 SAP Business ByDesign [中小企业 ERP 云]开发环境（SAP Cloud Applications Studio[云应用程序工作室]软件）。测试租户的使用指标为“租户数”。“租户”是指云服务的客户特定实例。

3. GO-LIVE, SYSTEM ACCESS AND OTHER CUSTOMER OBLIGATIONS

上线、系统访问和其他客户义务

Customer's productive use of the Cloud Service will commence once Customer has activated the "Confirm Go-Live" activity in the business configuration of Customer's Cloud Service system. SAP's verification of readiness for productive use will take place when the activity "Request for Go-Live" is activated by Customer.

客户对云服务的生产性使用将于客户在其云服务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。

4. ADD-ONS FOR CLOUD SERVICE

云服务扩展组件

- 4.1. SAP will incorporate into Customer's Cloud Service environment add-ons for SAP Business ByDesign ("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 Business ByDesign [中小企业 ERP 云]扩展组件（以下简称“扩展组件”）整合至客户的云服务环境。

- 4.2. 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。

- 4.3. 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 Cloud Service 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云服务环境中。

- 4.4. SAP reserves the right to refuse to incorporate an Add-On into Customer's Cloud Service 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 Cloud Service 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云服务系统，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云服务系统造成负面影响；(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。

- 4.5. 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 Cloud Service 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 Cloud Service.

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”整合到客户的云服务环境中，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，在任何云服务标准维护窗口期间。

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

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

- 4.7. Customer shall be solely responsible (i) for verifying that the Cloud Service 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 the Cloud Service. In addition, the Cloud Service 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) 验证云服务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，云服务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，云服务将不提供当地税务支持。

- 4.8. SAP may provide Customer additional functionality for the Cloud Service by offering SAP Add-Ons made available through a dedicated webpage. These 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云服务的其他功能。这些 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。

5. DEVELOPMENT ENVIRONMENT

开发环境

Use of the SAP Business ByDesign development environment is subject to the terms set forth in **Attachment 1** to this Supplement.

对 SAP Business ByDesign [中小企业 ERP 云]开发环境的使用受本补充附件 1 中所列条款的约束。

6. PRIVATE EDITION

专用版

SAP Business ByDesign, Private Edition is an optional service and includes a dedicated multi-tenant system for single customer usage and customized maintenance windows. 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 Core Users and/or Advanced Users is required for a subscription to SAP Business ByDesign, Private Edition.

SAP Business ByDesign（专用版）[中小企业 ERP 云专用版]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。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 ByDesign（专用版）[中小企业 ERP 云专用版]要求至少租用两百（200）个 Core User 和/或 Advanced User。

Attachment 1

附件 1

1. USE RIGHTS

使用权利

- 1.1. SAP grants to Customer a non-exclusive, limited license for Users to develop and test a Customer Solution with the SAP Business ByDesign development environment. The SAP Business ByDesign development environment may only be used to create a Customer Solution using the Cloud Application Studio. A Customer Solution cannot be further distributed or licensed.

SAP 授予客户非独占的有限使用许可，允许用户使用 SAP Business ByDesign [中小企业 ERP 云]开发环境开发和测试客户解决方案。SAP Business ByDesign [中小企业 ERP 云]开发环境只可使用 SAP Cloud Applications Studio [云应用程序工作室]创建客户解决方案。客户解决方案不得进一步分销或许可。

- 1.2. SAP and its Affiliates are permitted to independently develop and modify the Cloud Service in any way, and create new products and services, including those that are similar or comparable to a Customer Solution.

SAP 及其关联企业可以采用任何方式独立开发和修改云服务，并创建新的产品和服务，包括与客户解决方案类似或相当的解决方案。

2. SAP OBLIGATIONS

SAP 的义务

- 2.1. SAP will allow Customer to incorporate a Customer Solution into Customer's Cloud Service environment.

SAP 允许客户将客户解决方案纳入客户的云服务环境中。

- 2.2. Customer grants to SAP a non-exclusive license to operate and support a Customer Solution.

客户授予 SAP 运维和支持客户解决方案的非独占许可。

- 2.3. Except as expressly set forth in this Attachment 1, SAP is not responsible for a Customer Solution.

除非本附件 1 中明确规定，否则 SAP 对客户解决方案概不负责。

3. CUSTOMER OBLIGATIONS

客户义务

- 3.1. Customer will ensure that a Customer Solution remains compatible and interoperable with the Cloud Service.

客户应确保客户解决方案始终能与云服务兼容和互操作。

- 3.2. Customer will defend SAP against claims brought against SAP, SAP SE, its Affiliates and subcontractors by any third party related to a Customer Solution. Customer will indemnify SAP against all damages finally awarded against SAP, SAP SE, its Affiliates and subcontractors (or the amount of any settlement Customer enters into) with respect to these claims.

对于任何第三方就客户解决方案对 SAP、SAP SE、其关联企业和分包商提起的索赔，客户应为 SAP 提供抗辩。客户应就此类索赔作出的终审判决对 SAP、SAP SE、其关联企业和分包商造成的损失（或客户达成的任何和解金额）对 SAP 进行补偿。

4. INTELLECTUAL PROPERTY RIGHTS

知识产权

Customer owns the intellectual property rights to the portions of a Customer Solution that it develops, excluding the Cloud Service, Cloud Materials, and SAP pre-existing materials and any derivative works thereto.

客户拥有客户解决方案中其所开发部分的知识产权，但云服务、云材料和 SAP 先前存在的材料以及任何衍生作品除外。

5. ADDITIONAL TERMS

附加条款

A Customer Solution must not: (i) unreasonably impair, degrade or reduce the performance or security of the SAP Cloud Service or the with the SAP Business ByDesign development environment; (ii) enable the bypassing or circumventing of SAP license restrictions and/or provide users with access to the SAP Cloud Service or the with the SAP Business ByDesign development environment to which such users are not properly licensed; or (iii) render or provide, without written consent from SAP, any information concerning SAP products.

客户解决方案：(i) 不得不合理地削弱、降低或减少 SAP 云服务或 SAP Business ByDesign [中小企业 ERP 云]开发环境的性能或安全性；(ii) 不得绕过或规避 SAP 许可限制和/或向未获得相应许可的用户提供 SAP 云服务或 SAP Business ByDesign [中小企业 ERP 云]开发环境的访问权限；(iii) 未经 SAP 书面同意，不得提供有关 SAP 产品的任何信息。

6. DEFINITIONS

定义

- 6.1. “APIs” means SAP’s application programming interfaces, as well as other commands or instructions provided under this Agreement, that allow other software products to communicate with or call on the Cloud Service or the with the SAP Business ByDesign development environment provided under this Agreement.

“API” 是指 SAP 的应用程序编程接口以及本协议下提供的允许其他软件产品与本协议下提供的云服务或 SAP Business ByDesign [中小企业 ERP 云]开发环境进行通信或调用的其他命令或指令。

- 6.2. “Customer Solution” means a solution developed or packaged by Customer using the with the SAP Business ByDesign development environment that adds new and independent functionality beyond that provided by the SAP Cloud Solution or that connects via APIs.

“客户解决方案”是指客户利用 SAP Business ByDesign [中小企业 ERP 云]开发环境开发或打包的解决方案，此类解决方案会在 SAP 云解决方案提供的功能以外新增独立的功能，或者通过 API 与 SAP 云解决方案进行连接。