

SAP Commerce Cloud
SAP Commerce Cloud [电商云]
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 Commerce Cloud product(s) (and the related services named in the Fees section of this Supplement) (“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 SAP Commerce Cloud [电商云]产品（及本补充“费用”一节所述的相关服务）（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. DEFINITIONS

定义

- 1.1. **Contract Year** means a period of twelve consecutive months beginning on the first day of the Subscription Term or its annual anniversary.

合同年是指自租用期限第一天或其周年日起的连续十二（12）个月。

- 1.2. **End User** means an individual or business entity that accesses the Customer Cloud Service platform to view and/or purchase Customer goods or services.

最终用户是指访问客户云服务平台查看和/或购买客户商品或服务的个人或企业实体。

- 1.3. **Gross Merchandize Value (GMV)** means Customer’s and its Affiliates’ total annual sales gross revenue for products or services that are purchased through Cloud Service platforms by End Users in a given Contract Year. Gross Merchandise Value shall exclude any shipping, handling and other costs charged to End Users. Any taxes, including VAT, along with any financing charges and interest for installments charged to End Users as part of any transaction shall also be excluded. Returns, refunds, cancellations, or credits granted by Customer or its Affiliates to End Users will not reduce the GMV amount.

商品总价值（GMV）是指最终用户在指定合同年内，通过云服务平台购买的客户及其关联企业的产品或服务年销售收入总额。商品总价值不得包括向最终用户收取的任何装运、处理及其他成本。任何税款，包括增值税，以及作为任何交易的一部分向最终用户收取的任何融资费用和分期付款利息也不得包括在内。客户或其关联公司给予最终用户的退货、退款、取消或抵免不会降低 GMV 金额。

- 1.4. **Hosting Platform** means a hosted infrastructure to run the Cloud Service.

托管平台是指运行云服务的托管架构。

- 1.5. **Orders** means the number of sales and service orders processed in a Contract Year by Customer and its Affiliates through the Cloud Service.

订单是指客户及其关联公司在合同年内通过云服务处理的销售和服务订单数量。

- 1.6. **SAP Commerce Cloud Services Description** means the document describing the managed services provided by SAP as part of the Cloud Service located at <https://www.sap.com/about/agreements/policies/service-specifications.html> (and made available to Customer upon request).

SAP Commerce Cloud [电商云]服务说明是指介绍 SAP 作为云服务的一部分提供的托管服务的文档，该文档位于 <https://www.sap.com/about/agreements/policies/service-specifications.html>（并根据请求提供给客户）。

2. CLOUD SERVICE

云服务

- 2.1. **Editions.** The Cloud Service is available in two editions: Standard and Professional, plus additional add-on services. The Cloud Service software functionality delivered with the each edition is specified in the SAP Commerce Technical and Functional Specifications document located at: <http://www.sap.com/about/agreements/policies/servicespecifications.html>.

版本。云服务提供两种版本：标准版和专业版，附加扩展组件服务。每个版本交付的云服务软件功能在 SAP Commerce Cloud [电商云]技术和功能规格文档中予以说明，该文档详见：<http://www.sap.com/about/agreements/policies/servicespecifications.html>。

- 2.2. **Infrastructure Services.** The Cloud Service includes infrastructure services as described in the SAP Commerce Cloud Services Description.

基础设施服务。云服务包括 SAP Commerce Cloud [电商云]服务说明中所述的基础设施服务。

- 2.3. **Infrastructure.** SAP Commerce Cloud includes the infrastructure resources set forth in the table below:

基础设施。SAP Commerce Cloud [电商云]包含下表规定的基础设施资源：

VPNs 虚拟专用网络 (VPN)	1	Usage Metric = Gateway 使用指标 = 网关
Storage 存储空间	5000	Usage Metric = GB of Storage 使用指标 = 存储空间

3. FEES

费用

Except as specified below, the Usage Metrics for the Cloud Service are GMV and Orders, as specified in the Order Form.

除非下文另有规定，否则云服务的使用指标为订单单中所述的 GMV 和订单数。

- 3.1. **GMV.** For subscriptions to the Cloud Service using GMV as the Usage Metric, the initial unit includes €12,000,000 GMV per Contract year (identified in the Order Form as SAP Commerce Cloud, standard edition, GMV, access or SAP Commerce Cloud, professional edition, GMV, access). Customer must include additional GMV in its subscription as required to cover total GMV each Contract Year. SAP will convert the Euro price to Customer's local currency using SAP standard exchange rates, which will be made available to Customer upon request.

GMV。对于以 GMV 作为使用指标的云服务，租用的初始倍数包括每合同年 12,000,000 欧元 GMV（见 SAP Commerce Cloud（标准版）[电商云标准版] GMV 访问或 SAP Commerce Cloud（专业版）[电商云专业版] GMV 访问订购单中的规定）。要涵盖每合同年的 GMV 总额，客户必须额外租用所需的 GMV。SAP 将使用 SAP 标准汇率将以欧元为单位的价格换算成客户当地货币的价格，并根据客户请求提供给客户。

- 3.2. **Orders.** Subscriptions to the Cloud Service using Orders as the Usage Metric are measured in units of 50,000 Orders per Contract Year. The initial unit is identified in the Order Form as SAP Commerce Cloud, standard edition, orders, access or SAP Commerce Cloud, professional edition, orders, access.

订单。使用订单数作为云服务使用指标的租用以每合同年 50,000 个订单的倍数计算。初始倍数见 SAP Commerce Cloud（标准版）[电商云标准版]订单访问或 SAP Commerce Cloud（专业版）[电商云专业版]订单访问订购单中的规定。

- 3.3. **Tenants.** The Usage Metric for the following services is Tenants. Tenants mean a customer-specific instance of the Cloud Service, and can only be purchased with the SAP Commerce Cloud, professional edition; SAP

Commerce Cloud, development environment; SAP Commerce Cloud, staging environment; and SAP Commerce Cloud, production environment.

租户。以下服务的使用指标为租户数。租户是指云服务的客户特定实例，并且只能与 SAP Commerce Cloud（专业版）[电商云专业版]；SAP Commerce Cloud 开发环境[电商云开发环境]；SAP Commerce Cloud 预生产环境[电商云预生产环境]以及 SAP Commerce Cloud 生产环境[电商云生产环境]一起购买。

- 3.4. **Additional Infrastructure.** Customer may subscribe to additional infrastructure in the form of optional additional storage and additional data center zones. For SAP Commerce Cloud, the Usage Metric for additional storage is GB of Storage and the Usage Metric for additional data zone is Entitlements Package. The Entitlements Package for the Cloud Service is a cluster set up in a data center location within a regional infrastructure availability zone.

额外基础设施。客户可以通过可选额外存储空间和额外数据中心区的形式租用额外基础设施。对于 SAP Commerce Cloud [电商云]，额外存储空间的使用指标为存储空间大小，额外数据中心区的使用指标为权限包。云服务的权限包是指在位于区域基础设施可用性区域内的数据中心位置设置的集群。

- 3.5. **Optional Services.** The following services may be added to a Cloud Service subscription for additional fees based on the following Usage Metrics.

可选服务。客户可以根据下面的使用指标另行付费，将以下服务添加到云服务租用中。

- 3.5.1. **SAP Commerce Cloud, citizen engagement accelerator.** The Usage Metric for SAP Commerce Cloud, citizen engagement accelerator is Orders measured in units of 50,000 Orders per Contract Year.

SAP Commerce Cloud 市民互动加速器[电商云市民互动加速器]。SAP Commerce Cloud 市民互动加速器[电商云市民互动加速器]的使用指标为订单数，以每合同年 50,000 个订单的倍数计算。

- 3.5.2. **SAP Commerce Cloud, travel accelerator.** The Usage Metric for SAP Commerce Cloud, travel accelerator is Orders measured in units of 50,000 Orders per Contract Year.

SAP Commerce Cloud 旅游行业加速器[电商云旅游行业加速器]。SAP Commerce Cloud 旅游行业加速器[电商云旅游行业加速器]的使用指标为订单数，以每合同年 50,000 个订单的倍数计算。

- 3.5.3. **SAP Commerce Cloud, telco and media accelerator.** The Usage Metric for SAP Commerce Cloud, telco and media accelerator is Orders measured in units of 50,000 Orders per Contract Year or GMV. For subscriptions to SAP Commerce Cloud, telco and media accelerator using GMV as the Usage Metric, the initial unit size is €12,000,000 GMV per Contract year (identified in in the Order Form as SAP Commerce Cloud, telco and media accelerator, access). Customer must include additional GMV in its subscription as required to cover total GMV each Contract Year.

SAP Commerce Cloud 电信和媒体行业加速器[电商云电信和媒体行业加速器]。SAP Commerce Cloud 电信和媒体行业加速器[电商云电信和媒体行业加速器]的使用指标为订单数，以每合同年 50,000 个订单或 50,000GMV 的倍数计算。对于以 GMV 作为使用指标的 SAP Commerce Cloud 电信和媒体行业加速器[电商云电信和媒体行业加速器]，租用的初始倍数为每合同年 12,000,000 欧元 GMV（见 SAP Commerce Cloud 电信和媒体行业加速器[电商云电信和媒体行业加速器]访问订购单中的规定）。要涵盖每合同年的 GMV 总额，客户必须额外租用所需的 GMV。

- 3.5.4. **SAP Commerce Cloud, financial services accelerator.** The Usage Metric for SAP Commerce Cloud, financial services accelerator is Orders measured in units of 50,000 Orders per Contract Year.

SAP Commerce Cloud 金融服务行业加速器[电商云金融服务行业加速器]。SAP Commerce Cloud 金融服务行业加速器[电商云金融服务行业加速器]的使用指标为订单数，以每合同年 50,000 个订单的倍数计算。

- 3.5.5. **SAP Commerce Cloud, data hub.** The Usage Metric for SAP Commerce Cloud, data hub is Tenants.

SAP Commerce Cloud 数据中心[电商云数据中心]。SAP Commerce Cloud 数据中心[电商云数据中心]的使用指标为租户数。

4. CUSTOMER DATA

客户数据

4.1. Customer Obligations/Responsibilities.

客户义务/责任。

- 4.1.1. Customer may integrate Customer's third-party payment gateway with the Cloud Service to provide payment status information, provided Customer may not provide to or store in the Cloud Service any other information stored on such Customer payment gateway (including credit card information).

客户可以将其第三方支付网关与云服务进行集成，以提供支付状态信息，但前提是，客户不得在云服务中存储或提供存储于此类客户支付网关上的任何其他信息（包括信用卡信息）。

- 4.1.2. For the Standard edition of the Cloud Service, Customer will maintain the Cloud Service application framework on a currently supported version. Customer must determine which SAP-supplied software updates to apply to its environments. SAP will not manage Customer applications in the Cloud Service which are running on unsupported versions of the SAP software. For the Professional edition of the Cloud Service, Customer must upgrade the hosted SAP software annually to the latest version (from initial go live) as part of the included Platinum Upgrade Service.

对于云服务的标准版，客户负责在目前支持的版本上维护云服务应用程序框架。客户应确定要在其环境中应用的 SAP 软件更新。SAP 不会在云服务中管理基于不受支持的 SAP 软件版本运行的客户应用程序。对于云服务的专业版，作为所含铂金升级服务的一部分，从项目最初上线开始，客户必须每年将托管的 SAP 软件升级到最新版本。

- 4.1.3. If Customer subscribes to an additional Data Center Zone, Customer is responsible for ensuring any third-party applications or Customer-specific code are properly installed and functioning in the additional Data Center Zone.

若客户租用额外数据中心区，客户负责确保在额外数据中心区妥善安装和运行任何第三方应用程序或客户专用代码。

4.2. Responsibility for Customer Data

对客户数据的责任。

- 4.2.1. SAP reserves the right to remove or require Customer to remove any Customer Data (or third party information) which SAP reasonably believes breaches any applicable laws or regulations or any third party's rights. SAP will notify Customer if it removes any Customer Data (or third party information) in accordance with this clause.

若 SAP 有合理理由认为任何客户数据（或第三方信息）违反了任何适用法律或法规或者任何第三方的权利，SAP 保留删除或要求客户删除此类客户数据（或第三方信息）的权利。SAP 将依据本条款在删除任何客户数据（或第三方信息）时通知客户。

- 4.2.2. If Customer installs or enables any applications or web services of third parties for integration with the Cloud Service, SAP may allow those third party providers to access Customer Data as required for the interoperation of the third party applications or web services with the Cloud Service. SAP is not responsible for any negative effects on the Cloud Service, nor any disclosure, modification or deletion of Customer Data, caused by the third party applications or web services or third party providers.

若客户安装或启用任何第三方应用程序或第三方 Web 服务，与云服务进行集成，则 SAP 可根据实现这些第三方应用程序或第三方 Web 服务与云服务的互操作的需要，允许此类第三方提供商访问客户数据。对于第三方应用程序或第三方 Web 服务对云服务产生的任何不良影响，或第三方提供商对客户数据的披露、修改或删除，SAP 既不负责。

5. AVAILABILITY.

可用性。

The Service Level Agreement for SAP Cloud Services referenced in the Order Form and the SAP System Availability Warranty in the GTC are superseded by the following, only as expressly noted:

仅在明确说明的情况下，订购单中引用的“SAP 云服务的服务水平协议”及 GTC 中的“SAP 系统可用性保证”替换为以下内容：

- 5.1. **“Available” or “Availability”** means that in relation to the production environment of the Hosting Platform, the raw web page code (html or similar code, but excluding content, third party service calls and custom code developed by Customer or its implementation firm) loads to a user’s browser in under 1 second (as measured by the reporting tools within the SAP network) to Customer for 99.95% of the time (7x24) in any calendar month, excluding Scheduled Maintenance (or a change to the Managed Services) as specified in the SAP Commerce Cloud Services Description (**“Service Level Objective”**).

“可用”或“可用性”是指就与托管平台有关的生产环境而言，根据 SAP 网络向客户提供的报表工具评估，在任何一个日历月的 99.95%的时间（7x24）中，原始网页代码（html 或类似代码，但不包括内容、第三方服务调用和由客户或其实施公司开发的自定义代码）在一（1）秒内加载至用户的浏览器，但 SAP Commerce Cloud [电商云]服务说明中所述的计划维护（或变更托管服务）除外（以下简称“服务水平目标”）。

- 5.2. Customer shall provide SAP with notice ten days prior to any maintenance to be performed by Customer which may impact the performance of the Cloud Service by opening a ticket with SAP through SAP support channels set forth in the Support Policy for SAP Cloud Services.

若客户要执行任何可能影响云服务绩效的维护措施，则应按照 SAP 云服务支持政策的规定，通过 SAP 支持渠道向 SAP 提交消息，并提前十（10）天通知 SAP。

- 5.3. In the event SAP believes Customer-specific code is affecting performance or security of the Cloud Service, SAP will notify Customer (which may be by email to Customer’s administrative user) detailing the reasons for such belief. Customer will respond to SAP within seven days and will thereafter cooperate with SAP to determine the root cause of the performance issues, which may include a joint review of the Customer-specific code. Customer will institute any reasonable recommendations made by SAP to correct the performance issues caused by Customer-specific code. SAP is not responsible for any failure to achieve the Service Level Objective caused by Customer-specific code.

若 SAP 认为客户专用代码影响云服务的性能或安全性，SAP 将告知客户（可通过向客户的管理用户发送电子邮件的方式）此类认定的详细原因。客户将在七（7）天内回复 SAP，并在回复后配合 SAP 确定性能问题的根本原因，可能包括共同审查客户专用代码。客户将接受 SAP 提出的任何合理建议，纠正客户专用代码导致的性能问题。若因客户专用代码造成无法达到服务水平目标，SAP 概不负责。

6. IMPLEMENTATION SERVICES.

实施服务。

- 6.1. Customer is responsible for engaging an implementation firm that will provide implementation services for the initial set-up, configuration and integration of the Cloud Service and that will provide first level help-desk support and application support. All implementation firm services are provided under a separate agreement between Customer and the implementation firm. Customer is solely responsible for any services, features, functionality, or extensions provided or deployed by the implementation firm. None of these services, features, functionality, or extensions provided by Customer or its implementation firm is part of the Cloud Service.

客户负责雇佣实施公司为云服务的初步设置、配置和集成提供实施服务，并提供一流的服务台支持和应用程序支持。所有实施公司服务依据客户与实施公司签署的单独协议予以提供。客户对实施公司提供或部署的任何服务、特性、功能或扩展程序负全部责任。客户或其实施公司提供的此类服务、特性、功能或扩展程序均不构成云服务的一部分。

7. EXCLUDED SERVICES.

排除服务。

The following activities are not in scope of the Cloud Service:

下述活动不在云服务范围内：

- 7.1. Implementation services (including deployment, initial set-up, configuration, customization and integration of the Cloud Service);

实施服务（包括部署、初始设置、配置、自定义和集成云服务）；

- 7.2. Support services (including first-level help desk support) for customized code, third party applications and third party web services (including credit card payment processing and SSL certificates);

针对定制代码的支持服务（包括第一级服务台支持）；第三方应用程序和第三方 Web 服务（包括信用卡支付处理和 SSL 证书）；

- 7.3. Applying software application upgrades and updates for SAP Commerce Cloud, except that the Professional edition includes one technical platform upgrade (per year following initial go live) of the base solution of the SAP software as part of the Platinum Upgrade Service.

应用 SAP Commerce Cloud [电商云] 的软件应用程序升级和更新，除非专业版包括作为铂金升级服务一部分的 SAP 软件基础解决方案的技术平台升级（初次上线之后每年一次）。

8. EU ACCESS. The EU Access option is not available for the Cloud Service.

EU 访问。EU 访问选项不适用于云服务。

9. PACKAGED CLOUD SERVICE

打包的云服务

Where the Cloud Service is included with SAP Qualtrics Digital CX for a single fee (collectively, the “**Packaged SAP Qualtrics Cloud Service**”), the following additional terms apply to such Packaged SAP Qualtrics Cloud Service:

若云服务包含在 SAP Qualtrics Digital CX [数字客户体验] 解决方案中统一支付（统称“**打包的 SAP Qualtrics [调查解决方案] 云服务**”），则以下附加条款也适用于此类打包的 SAP Qualtrics [调查解决方案] 云服务：

- 9.1. **Use Restriction.** The use of SAP Qualtrics Digital CX as identified in an Order is included with the Cloud Service and may only be used in conjunction with the Cloud Service.

使用限制。订单中所述的 SAP Qualtrics Digital CX [数字客户体验] 的使用包含在云服务中，且仅可与云服务一起使用。

- 9.2. **Users.** User means individuals authorized to access SAP Qualtrics Digital CX in the Packaged SAP Qualtrics Cloud Service.

用户。“用户”是指有权在打包的 SAP Qualtrics [调查解决方案] 云服务中访问 SAP Qualtrics Digital CX [数字客户体验] 的个人。

- 9.3. **Usage Metric and Limitations Based on GMV.** Subscriptions to the Packaged SAP Qualtrics Cloud Service using GMV as the Usage Metric are measured in units of €12,000,000 GMV per Contract year and includes 100 Users of SAP Qualtrics Digital CX per Contract year.

基于 GMV 的使用指标和限制。以 GMV 作为使用指标租用打包的 SAP Qualtrics [调查解决方案] 云服务时，以每合同年 12,000,000 欧元 GMV 的倍数计算，包括每合同年一百（100）个 SAP Qualtrics Digital CX [数字客户体验] 用户。

- 9.4. **Usage Metric and Limitations Based on Orders.** Subscriptions to the Packaged SAP Qualtrics Cloud Service using Orders as the Usage Metric are measured in units of 50,000 Orders per Contract Year and includes 100 Users of SAP Qualtrics Digital CX per Contract Year.

基于订单的使用指标和限制。 以订单作为使用指标租用打包的 SAP Qualtrics [调查解决方案]云服务时，以每合同年 50,000 个订单的倍数计算，包括每合同年一百（100）个 SAP Qualtrics Digital CX [数字客户体验]用户。

- 9.5. **Customer Data Deletion.** Customer is responsible for deleting all Customer Data upon termination. SAP will provide Customer a means to accomplish such deletion.

客户数据删除。 客户负责在协议终止后删除所有客户数据。SAP 将为客户提供一种完成此类删除的方法。

- 9.6. **Support.** The Contact Channel for support for SAP Qualtrics Digital CX is <https://www.qualtrics.com/support/>. If SAP changes the Contact Channel, SAP will provide notice via <https://www.qualtrics.com/support/>. All other aspects of support are provided in accordance with SAP's Support Policy for Cloud Services.

支持。 获取 SAP Qualtrics Digital CX [数字客户体验]支持的联系渠道为 <https://www.qualtrics.com/support/>。若 SAP 更改了联系渠道，SAP 将通过 <https://www.qualtrics.com/support/> 发送通知。支持的所有其他方面均根据 SAP 的云服务支持政策提供。