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 SAP Commerce Cloud. 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]。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. **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。

1.2. 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。

1.3. **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。

1.4. Orders means the number of sales and service orders processed in a contract year by Customer and its Affiliates through the Cloud Service. Post order processing such as order splitting, order routing, and order fulfillment will not change the Order count. Returns, refunds, cancellations, or credits granted by Customer or its Affiliates to End Users will not reduce the Order count.

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。订单拆分、订单传送和订单履行等订单后处理操作不会更改订单计数。客户或其关联公司给予最终用户的退货、退款、取消或抵免不会减少订单计数。

1.5. **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)。

1.6. **Users (for SAP Qualtrics Digital CX)** means individuals authorized to access SAP Qualtrics Digital CX in the Packaged SAP Qualtrics Cloud Service.

用户(针对 SAP Qualtrics Digital CX [数字客户体验])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。

2. CLOUD SERVICE

云服务

2.1. **Editions.** The Cloud Service is available in three editions: Standard Edition, Professional Edition, and Enterprise Edition 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: https://www.sap.com/about/agreements/policies/service-specifications.html

版本。云服务提供三种版本:标准版、专业版和企业版,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:https://www.sap.com/about/agreements/policies/service-specifications.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

2.4. If the Customer subscribes to SAP Commerce Cloud, professional or enterprise edition, Customer will receive access to SAP Business Technology Platform, Kyma runtime service ("SAP BTP, kyma") at no additional fee subject to the limitations indicated herein. If the Customer subscribes to SAP Commerce Cloud, professional edition, access is limited to 17,388 capacity units of SAP BTP, kyma per contract year. If the Customer subscribes to SAP Commerce Cloud, enterprise edition, access is limited to 34,776 capacity units of SAP BTP, kyma per contract year. In the event that SAP becomes aware that Customer's use of SAP BTP, kyma has exceeded the foregoing usage limitations, Customer will be automatically invoiced for such excess use. Customer's use of SAP BTP, kyma is subject to the Business Technology Platform supplemental terms and conditions located at http://www.sap.com/agreements-cloud-supplement.

若客户租用 SAP Commerce Cloud(专业版)[电商云专业版]或 SAP Commerce Cloud(企业版)[电商云企业版],客户将有权免费访问 SAP Business Technology Platform,Kyma 运行时服务[业务技术平台 Kyma 运行时服务](以下简称"SAP BTP, kyma"),并受到本协议中限制性规定的约束。如客户租用 SAP Commerce Cloud(专业版)[电商云专业版],则每合同年仅限访问 17,388 个容量单元的 SAP BTP, kyma。如客户租用 SAP Commerce Cloud(企业版)[电商云企业版],则每合同年仅限访问 34,776 个容量单元的 SAP BTP, kyma。如 SAP 发现客户对 SAP BTP, kyma 的使用超出上述使用限制,则自动向客户就此类超标使用开具发票。客户对 SAP BTP, kyma 的使用受位于以下地址的 SAP Business Technology Platform [业务技术平台]补充条款和条件的约束: http://www.sap.com/agreements-cloud-supplement。

2.5. Customers with Cloud Service subscription based on GMV metric are entitled to the following usage per contract year:

基于 GMV 指标租用云服务的客户每合同年有权享有以下使用权限:

- Average monthly use of 160GB of memory (RAM) for the first €12 Million of annual GMV subscription.
 如年租用 GMV 首次达到 1,200 万欧元,平均每月可使用 160GB 内存(RAM)。
- Average monthly use of 64GB of memory (RAM) for up to every additional €10 Million of annual GMV subscription, not to exceed 1,376GB per production environment regardless of annual GMV subscriptions.

如年租用 GMV 每次增加 1,000 万欧元,平均每月可额外使用 64GB 内存(RAM),且无论年租用 GMV 是多少,每个生产环境均不得超过 1,376GB。

Customers with Cloud Service subscription based on Orders metric are entitled to the following usage per contract year:

基于订单指标租用云服务的客户每合同年有权享有以下使用权限:

- Average monthly use of 160GB of memory (RAM) for up to 100,000 annual Orders subscription and 如年租用订单量高达 100,000 份, 平均每月可使用 160GB 内存(RAM), 以及
- Average monthly use of 64GB of memory (RAM) for up to every additional 250,000 annual Orders subscription, not to exceed 1,376GB per production environment regardless of annual Orders subscriptions.

如年租用订单量每次增加 250,000 份,平均每月可额外使用 64GB 内存(RAM),且无论年租用订单量是 多少,每个生产环境均不得超过 1,376GB。

Where a Customer purchases additional SAP Commerce Cloud, code-replication production environment(s) or SAP Commerce Cloud, code-replication data center(s), the above-mentioned usage limitations will increase by 128GB of memory (RAM) per additional production environment.

如客户额外购买 SAP Commerce Cloud,代码复制生产环境[电商云代码复制生产环境]或 SAP Commerce Cloud,代码复制数据中心[电商云代码复制数据中心],则每个额外生产环境的上述使用限制将增加 128GB 内存(RAM)。

In the event Customer exceeds any of the aforementioned usage limitations in three (3) or more consecutive months, SAP may require the Customer to purchase SAP Commerce Cloud, scalability add-on based on its usage or additional GMV or Orders to reach the next usage tier. Excess use of the usage limitations indicated in this Section. 2.5 will be determined by measuring the Customer's usage for every 24-hour period and deriving the average thereof over one month. Usage is measured based on the infrastructure in use across all of Customer's Cloud Service production environments. Customer acknowledges and agrees that any usage in excess of the aforementioned entitlements may result in a decrease in performance of the Cloud Service.

如客户连续三(3)个月或三(3)个月以上超过上述任何使用限制,SAP可能会要求客户基于其使用情况或额外的 GMV 或订单量购买 SAP Commerce Cloud,可扩展性扩展组件[电商云可扩展性扩展组件],达到下一级使用量。超出本节(第 2.5 节)所述使用限制的使用情形将通过计量客户每二十四(24)小时的使用量并推断出一个月的平均值来确定。使用量根据客户所有云服务生产环境中使用的基础架构来计量。客户确认并同意,任何超出上述权限的使用都可能会导致云服务性能下降。

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购单中所述的 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 Customer's local currency to the Euro 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 标准汇率将以客户当地货币为单位的价格换算成欧元,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. SAP Commerce Cloud, non-production environments are available for subscription in various sizes including small, medium, large, and x-large. Additional Tenants for SAP Commerce Cloud, code-replication production environment, may be purchased for productive use only in the initial data center zone, with the condition that they operate using the same codebase.
 - **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。 SAP Commerce Cloud [电商云]非生产环境适用于各种规模(包括小型、中型、大型和超大型)的租用。SAP Commerce Cloud,代码复制生产环境[电商云代码复制生产环境]的额外租户仅限购买用于初始数据中心区的生产用途,且前提是它们使用相同的代码库运行。
- 3.4. Additional Infrastructure. Customers of the Cloud Service may subscribe to additional infrastructure in the form of optional additional storage and code-replication data center zone. For SAP Commerce Cloud, the Usage Metric for additional storage is GB of Storage and the Usage Metric for code-replication data center 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 with a code-replication production environment, operating the same codebase (as further described in the Service Description) as in the initial data center zone
 - **额外基础设施。**云服务客户可以通过可选额外存储空间和代码复制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,代码复制数据中心的使用指标为 权限包。云服务的权限包是指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,其具有代码复制生产环境,并且与初始数据中心区运行相同的代码库(详见"服务说明")
- 3.5. **SAP Commerce Cloud, scalability add-on.** The Usage Metric for the SAP Commerce Cloud, scalability add-on is Capacity Units. Capacity Units are the number of units consumed by the usage of the services. This metric is counted in a month. Each Capacity Unit includes 64GB of memory (RAM) along with further infrastructure for horizontal scaling
 - **SAP Commerce Cloud,可扩展性扩展组件[电商云可扩展性扩展组件]。**SAP Commerce Cloud,可扩展性扩展组件[电商云可扩展性扩展组件]的使用指标为容量单元。容量单元是指使用服务所消耗的单元数量。该指标按月计算。每个容量单元包括 **64GB** 内存(**RAM**)以及用于横向扩展的其他基础设施
- 3.6. **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。
- 3.6.1. **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。
- 3.6.2. **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。
- 3.6.3. **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。

3.6.4. **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。

3.6.5. 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 RESPONSIBILITIES

客户责任

4.1. 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)。

4.2. Customer is responsible for installing upgrades and new releases of the Cloud Service. Customer must only use a version or release of the Cloud Service for which software maintenance and support are current, as provided by SAP and further described in Documentation. For the purposes of this provision, "Current" means the Cloud Service application framework is still covered by Mainstream Maintenance and has not entered End of Mainstream Maintenance status. For the Standard edition of the Cloud Service, Customer shall maintain the Cloud Service application framework on a Current version. Customer must determine which SAP-supplied software updates to apply to its environments. If Customer does not maintain the Cloud Service application framework on a Current version, (i) SAP's ability to provide support may be limited and SAP assumes no responsibilities for such limitations; (ii) the System Availability Service Levels in the SLA and this document shall not apply; and (iii) Customer is responsible for the resulting ramifications including performance, availability, functionality, and/or security issues experienced with the Cloud Service that are caused by Customer's use of a non-Current version of the Cloud Service application framework. 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 Platform Upgrade Service. For the Enterprise edition of the Cloud Service, Customer shall upgrade the Cloud Service software once during a subscription term of three (3) years or less and twice where the subscription term exceeds three (3) years.

客户负责安装云服务的升级版本和新版本。客户只能使用 SAP 针对其提供当前软件维护和支持且文档中进一步说明的云服务的版本。就本条款而言,"当前"是指主流维护仍涵盖且尚未进入主流维护终止状态的云服务应用程序框架。对于云服务的标准版,客户负责在当前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。如客户未在当前版本上维护云服务应用程序框架,(i) SAP 的支持提供能力可能受到限制,且 SAP 不对此类限制承担任何责;(ii) 服务水平协议和本文档中规定的系统可用性服务水平不适用;以及 (iii) 由此产生的后果,包括因客户使用非当前版本云服务应用程序框架而导致云服务遇到的性能、可用性、功能和/或安全问题,均由客户负责。对于云服务的专业版,作为所含平台升级服务的一部分,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。对于云服务的企业版,客户应在三(3)年或更短的租用期限内升级一次云服务软件,若租用期限超过三(3)年,则升级两次。

4.3. If Customer subscribes to SAP Commerce Cloud, code-replication data center zone, Customer is responsible for third-party applications and/or Customer-specific code, including proper installation, and operability in the code-replication Data Center. Customer is also responsible for management, support, testing and resolving source code, compatibility issues, security vulnerabilities or other conflicts that may arise with use of third-party applications and/or Customer-specific code.

若客户租用 SAP Commerce Cloud,代码复制数据中心区[电商云代码复制数据中心区],则客户负责第三方应用程序和/或客户特定代码,包括代码复制数据中心的妥善安装和可操作性。客户还负责管理、支持、测试和解决因使用第三方应用程序和/或客户特定代码而可能出现的源代码、兼容性问题、安全漏洞或其他冲突。

4.4. Customer Data

客户数据

4.4.1. 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 Section.

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 将依据本节规定在删除任何客户数据(或第三方信息)时通知客户。

4.4.2. 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, SAP will maintain a System Availability SLA for productive environments of 99.95% during each calendar month, subject to Excluded Downtime (as defined in the SLA) as further described in the SAP Commerce Cloud Services Description available on the SAP website ("Service Description").
 - "可用"或"可用性"是指就与托管平台有关的生产环境而言,SAP 将在每个日历月内为生产环境维护 99.95% 的系统可用性 SLA,但受 SAP 网站上提供的 SAP Commerce Cloud [电商云]服务说明中详述的排除的停机时间(详见 SLA 中的定义)的约束。
- 5.2. 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.

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。

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

EU 访问

The EU Access option is not available for the Cloud Service or the Packaged SAP Qualtrics Cloud Service.

EU 访问选项不适用于云服务或打包的 SAP Qualtrics [调查解决方案]云服务。

9. PACKAGED SAP QUALTRICS CLOUD SERVICES

打包的 SAP QUALTRICS [调查解决方案]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. 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 10 Users of SAP Qualtrics Digital CX and 40,000 Responses per contract year. "Responses" means any completed survey responses (survey results from an individual) in a contract year that are not survey previews, survey tests, or imported responses. Completed Responses include finished surveys and partial surveys that were moved out of responses in progress and recorded.
 - 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,包括每合同年十(10)个 SAP Qualtrics Digital CX [数字客户体验]用户和每合同年 40,000 次回复。"回复"是指合同年内所有已完成的调查回复(来自个人的调查结果),而非调查预览、调查测试或导入的回复。已完成的回复包括结束的调查和已从正在进行的回复中移出并记录下来的部分调查。
- 9.2. **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 10 Users of SAP Qualtrics Digital CX and 40,000 Responses 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,包括每合同年十(10)个 SAP Qualtrics Digital CX [数字客户体验]用户和每合同年 40,000 次回复。
- 9.3. **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。
- 9.4. **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。