SAP Financial Services Network Supplemental Terms and Conditions [财务服务网络]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 Financial Services Network. SAP Financial Services Network 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 Condition 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 Financial Services Network 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 Financial Services Network[财务服务网络]。SAP Financial Services Network[财务服务网络]被视为服务(见SAP云服务的一般条款和条件中的定义)的一部分,并依据本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、补充条款和条件(以下简称"补充")以及以上文档提及的所有附录。本补充及此处对协议的任何修改仅适用于SAP Financial Services Network[财务服务网络],不适用于任何其他SAP产品或服务。

1. **Description.**Financial Services Network (the "Service" or "FSN") is a service offered by SAP to both corporate customers and financial services providers, including banks and card providers. FSN is a network solution that enables the exchange of payment, status, and statement messages between corporate customers and financial service providers. FSN allows a corporate customer to send payment instructions to multiple financial institutions and receive status messages and statements from multiple financial services providers. FSN routes the messages as requested by either a corporate customer or financial services provider.

说明。SAP Financial Services Network[财务服务网络](即"服务"或"FSN")是 SAP 为企业客户和财务服务提供商(包括银行和信用卡提供商)提供的一项服务。FSN 是一款网络解决方案,旨在支持在企业客户与财务服务提供商之间进行付款、状态和语句消息的交换。FSN 允许企业客户向多家财务机构发送付款指令,并从多家财务服务提供商接收状态消息和语句。FSN 可根据企业客户或财务服务提供商的要求传输消息。

FSN does not generate payment instructions.FSN provides a network intermediary function, routing data between participants, monitoring the message flow and status and reformatting data as may be requested by a participant, but not the processing the underlying financial instruments. FSN will provide standard preferred formats which can be selected by a participant. In some cases, participants may also elect to pass through files that are not transformed within FSN. .

但 FSN 不会生成付款指令。FSN 提供网络中介功能,可以根据参与者的要求在参与者之间传输数据、监控消息流和状态并重新调整数据的格式,但不会协助基础金融工具进行处理。FSN 将提供标准首选格式供参与者选择。在某些情况下,参与者可能也会选择传输未在 FSN 中进行转换的文件。.

2. General Obligations/Restrictions

一般义务/限制

- **a.** Design, build and test of data mapping and data enrichment are not included in the Service and are subject to a separate services agreement between SAP and Customer. 数据映射和数据丰富的设计、构建与测试不包括在服务范围之内,应当受 SAP 与客户达成的单独服务协议的约束。
- **b.** Customer must provide SAP with data and information, including data mapping, necessary to develop mappings between Customer format and SAP-defined canonical format for use in the Service. If such data or information is changed by Customer, Customer will promptly inform SAP and provide the changed data or information to SAP.

客户必须向 SAP 提供在客户格式与 SAP 定义的规范格式之间建立映射所需的数据和信息,包括数据映射,以便在服务中使用。如客户对上述数据或信息进行了更改,则应立即告知 SAP,并向 SAP 提供更改后的数据或信息。

c. SAP is providing the Service to transmit messages between Financial Services Subscribers and Corporate Subscribers, as defined below. SAP is not a party to any agreement between Corporate Subscribers and Financial Services Subscribers for the transmission of messages, which agreement must be established separately between such parties. The sender of any message using the Service is solely responsible for the content of such message and SAP makes no warranty and shall have no liability for the contents of any message transmitted via the Service, including the accuracy or completeness of any information contained in a message.

SAP 提供本服务,拟在财务服务用户与企业用户之间传输消息,如下文所述。SAP 不构成企业用户与财务服务用户就消息传输所达成的任何协议的任一方,这些协议必须由上述双方单独约定。使用服务发送任何消息的一方对此类消息的内容负有全部责任,SAP 对通过服务传输的任何消息的内容不作任何担保且不负任何责任,包括消息中所含任何信息的准确性或完整性。

- **d.** SAP is not performing any function of payment processing on behalf of a Corporate Subscriber or any Financial Services Subscriber with respect to payment instructions. SAP 不代表企业用户或与付款指令有关的任何财务服务用户执行任何付款处理功能。
- **e.** If Customer is a Corporate Subscriber, Customer hereby authorizes SAP to forward its Corporate Subscriber payment instructions to applicable Financial Services Subscribers. 若客户为企业用户,则客户特此授权 SAP,允许其将企业用户的付款指令转发给相关的财务服务用户。
- **f.** All Corporate Subscribers with which a Financial Services Subscriber is conducting Transactions must have sufficient Transactions purchased either by the Corporate Subscriber or purchased by the Financial Services Subscriber and assigned to the Corporate Subscriber to cover such usage. Blocks of Transactions purchased by a Financial Services Subscriber may be assigned and allocated to one or more Corporate Subscribers using a process designated by SAP.

与财务服务用户一同执行事务的所有企业用户必须拥有足够的事务方可涵盖上述使用范围,这些事务可以由企业用户购买,也可以由财务服务用户购买,然后再分配给企业用户。由财务服务用户购买的事务块可以分配给一个或多个采用 SAP 指定流程的企业用户。

g. The Service includes ninety (90) days of data storage (including audit relevant data). 服务涵盖九十(90)天的数据存储(包括审计相关的数据)。

3. Definitions

定义

a. Corporate Subscriber means an entity that has purchased either (a) an FSN Standard Pack or (b) an FSN Connection and has either purchased or been assigned by a Financial Services Subscriber one or more FSN Transaction Blocks. A Corporate Subscriber is permitted to use the Service for the following activities, in addition to those specific functions associated with specific packages purchased as further described in this Section:

企业用户是指已购买 (a) FSN 标准包或 (b) FSN 连接,并且已购买或已由财务服务用户向其分配一个或 多个 FSN 事务块的实体。除与购买的特定包有关的一些特定功能外,企业用户还有权针对以下活动使用服务,本节对此有详细的说明:

- (i) Connection via protocols as set forth in the Service Documentation; 按照服务文档中所述协议建立连接;
- (ii) Send Transactions (purchased or obtained as described in Section 2.f.)transformed between Corporate Subscriber-specific formatand SAP-defined canonical format and or sent in Financial Services Subscriber-specific format without transformation; and

发送在企业用户特定格式与 SAP 定义的规范格式之间转换的事务(按照第 2.f 节所述购买或获取),和/或发送财务服务用户特定格式的事务且不对事务格式进行转换;以及

(iii) ReceiveTransactions in Corporate Subscriber-specified formats transformed from SAP-defined canonical format or receive Transactions in Financial Services Subscriberspecific format without transformation.

接收从 SAP 定义的规范格式转换为企业用户特定格式的事务,或接收财务服务用户特定格式的事务且不对事务格式进行转换。

b. Financial Services Subscribermeans an entity that purchases either Financial Services Subscriber Full Membership Subscription or Financial Services Subscriber Basic Membership Subscription as defined below. A Financial Services Subscriber is permitted to use the Service for the following activities, in addition to those specific functions associated with specific packages purchased as further described in this Section:

财务服务用户是指购买如下定义的财务服务用户正式成员租用或财务服务用户基本成员租用的实体。除与购买的特定包有关的一些特定功能外,财务服务用户还有权针对以下活动使用服务,本节对此有详细的说明:

- (i) Connection viaprotocols as set forth in the Service Documentation. 按服务文档中所述协议建立连接。
- (ii) Receive Transactions transformed between an SAP-defined canonical format and Financial Services Subscriber-specific format or receive Transactions in Financial Services Subscriber-specific format without transformation. 接收在 SAP 定义的规范格式与财务服务用户特定格式之间转换的事务,或接收财务服务用户特 定格式的事务且不对事务格式进行转换。
- (iii) Send Transactions (if purchased separately) in Financial Services Subscriber specific format that may be transformed to an SAP-defined canonical format or send Transactions in Financial Services Subscriber specific format without transformation. 发送财务服务用户特定格式且可转换为 SAP 定义的规范格式的事务(需单独购买),或发送财务服务用户特定格式的事务且不对事务格式进行转换。
- (iv) Message security with encryption and/or signature using security mechanisms as defined in the Service Documentation.
 使用服务文档中定义的安全机制,通过加密和/或签名确保消息安全。
- (v) Service activation to Corporate Subscribers. 对企业用户进行服务激活。
- c. FSN Connector means a connector to connect the Service to the Corporate Subscriber's on-premise SAP ERP system in accordance with the FSN Connector documentation. The use of the FSN Connector is limited to use with the Service and the Corporate Subscriber may not use the FSN Connector for any other purposes. The FSN Connector is part of the Service and Corporate Subscriber usage is limited to use by Named Users and only for the term of the applicable Order Form. The FSN Connector may not be modified or altered in any way except by SAP. Customer is solely responsible for the security of the FSN Connector and is responsible for maintaining adequate security measures, including firewalls and security keys for message encryption, to prevent unauthorized access to the FSN Connector. Upon termination or expiration of the applicable Order Form, the Corporate Subscriber's right to use the FSN Connector shall cease.

FSN 连接器是指根据 FSN 连接器相关文档将服务连接到企业用户的企业预置型 SAP ERP 系统的连接器。FSN 连接器仅限于与服务一起使用,企业用户不得出于任何其他目的使用 FSN 连接器。FSN 连接器是服务的一部分,企业用户的使用仅限于在适用订购单的有效期内由指定用户(或亦称为命名用户)使用。除 SAP 以外,任何人不得以任何形式对 FSN 连接器进行修改或变更。客户对 FSN 连接器的安全负有全部责任,并负责维持充分的安全措施,包括防火墙和用于消息加密的安全密钥,以防止未经授权访问 FSN 连接器。适用订购单终止或有效期届满后,企业用户对 FSN 连接器的使用权也应终止。

d. Transaction means (a) a single unit payment instruction that will be initiated by a Corporate Subscriber and executed at the Financial Services Subscriber or (b) a single unit statement or status message sent by a Financial Services Subscriber to the Corporate Subscriber. A message may contain a single payment instruction in which case it will be counted as a single Transaction. A batch file may contain multiple payment instructions and each payment instruction within a batch is counted as a separate Transaction. Transactions are for use on a per month basis, and unused Transactions in a calendar month may not be carried over into subsequent calendar months.

事务是指(a)一个单元付款指令,此类指令将由企业用户发出,然后由财务服务用户执行,或者(b)由财务 服 务 用 户 向 企 业 用户发送的一个单元语句。消息可能包含一个付款指令,在此情况下,它将算作为一个事务。批处理文件

可能包含多个付款指令,其中每个付款指令都算作为一个单独的事务。事务的使用以月为单位,一个日历月中未使用的事务不能延续到下一个日历月使用。

4. Corporate Subscriber Services

企业用户服务

- **a. FSN Standard Pack.** The FSN Standard Pack includes 30,000 Transactions per month, three FSN Connections, use of the FSN Connector, the FSN business cockpit, one production environment and one non-production environment. FSN Standard Pack includes the right to connect with an unlimited number of Financial Services Subscribers.
 - **FSN 标准包**。FSN 标准包包括每月 30,000 个事务、三个 FSN 连接、对 FSN 连接器的使用权限、FSN 业务主控室、一个生产环境以及一个非生产环境。FSN 标准包包括与无限数量的财务服务用户建立连接的权限。
- **b. FSN Transaction Block**. FSN Transaction Blocks are blocks of 1,000 Transactions per month purchased by either a Corporate Subscriber or by a Financial Services Subscriber on an Order Form. The purchase of a FSN Transaction Block requires the prior or simultaneous purchase of either an FSN Standard Pack, a Financial Services Subscriber Basic or Full Subscription, or at least one FSN Connection.
 - **FSN 事务块**。FSN 事务块是指由企业用户或财务服务用户依据订购单购买的、每月包含 1,000 个事务的块。要购买 FSN 事务块,必须事先购买或同步购买 FSN 标准包、财务服务用户基本租用或正式租用,或至少购买一个 FSN 连接。
- c. <u>FSN Connection</u>. An FSN Connectionis a single connection between a Corporate Subscriber's back-end system and the Service. At least one FSN Connection is required per connection to the Corporate Subscriber's back-end system. For connection to an SAP ERP system a Customer purchasing an FSN Connection may utilize the FSN Connector to connect the Service to the Corporate Subscriber's on-premise SAP ERP system in accordance with the FSN Connector documentation and pre-requisites.
 - <u>FSN 连接</u>。FSN 连接是指在企业用户后端系统与服务之间建立的一个连接。与企业用户后端系统的每个连接都需要至少一个 FSN 连接。对于与 SAP ERP 系统的连接,购买了 FSN 连接的客户可以根据 FSN 连接器文档和前提条件利用 FSN 连接器将服务连接到企业用户的企业预置型 SAP ERP 系统。
- **d. FSN business cockpit**. The FSN business cockpit allows a Corporate Subscriber to view and manage Transactions with all Financial Services Subscribers with which it is conducting Transactions. Up to ten Named Users in a production environment may use the FSN business cockpit for each subscription.
 - FSN 业务主控室。FSN 业务主控室允许企业用户和与其执行事务的所有财务服务用户一起查看和管理事务。在生产环境中,最多可有十名指定用户针对每个租用使用 FSN 业务主控室。

5. Financial Services Subscriber Services and Packages 财务服务用户服务和包

- a. <u>Financial Services Subscriber Full Membership Subscription</u>. The Financial Services Subscriber Full Membership Subscription includes all of the services of a Financial Services Subscriber, and the right to receive unlimited Transactions from and send unlimited statements and status messages to an unlimited number of Corporate Subscribers.
 - **财务服务用户正式成员租用。**财务服务用户正式成员租用包括针对财务服务用户的所有服务,以及从无限数量的企业用户接收无限数量的事务和向无限数量的企业用户发送无限数量的语句和状态消息的权限。
- **b. Financial Services Subscriber Basic Membership Subscription.** The Financial Services Subscriber Basic Membership Subscription includes all of the services of a Financial Services Subscriber and one FSN Connection. The Financial Services Subscriber Basic Membership includes the right for the Financial Services Subscriber to send an unlimited number of statements and status messages to an unlimited number of Corporate Subscribers, but no right to receive Transactions. Connection to a single on-premise system of the Financial Service Subscriber is allowed.
 - **财务服务用户基本成员租用。**财务服务用户基本成员租用包括针对财务服务用户的所有服务以及一个 FSN 连接。财务服务用户基本成员租用包括财务服务用户向无限数量的企业用户发送无限数量的语句和状态消息的权限,但该类租用无权接收事务。允许连接到财务服务用户的一个企业预置型系统。
- **c.** <u>B2C Connection.</u> The B2C Connectionincludes the right for a Financial Services Subscriber that purchases a Financial Services Basic Membership Subscription to receive unlimited

Transactions from and send unlimited statements and status messages to a single Corporate Subscriber.

B2C连接。B2C连接包括购买了财务服务基本成员租用的财务服务用户的权限,允许财务服务用户从一个企业用户接收无限数量的事务和向其发送无限数量的语句和状态消息。

- **6. Storage.** Additional storage may be purchased in blocks of 1 GB.
 - 存储。可额外购买 1GB 的存储空间。
- **7. Support**. SAP shall provide support for the Service as described in $\underline{\text{Attachment A}}$ to this Supplement.
 - 支持。 SAP 应根据本补充之附件 A 提供服务支持。
- **8. Maintenance Windows**. SAP can use the following maintenance windows for planned downtimes:

维护窗口。SAP 可针对计划停机时间使用以下维护窗口:

	Maintenance Windows 维护窗口			
Regular Maintenance	Two hours every Saturday (between 11:30 p.m. Saturday – 1:30 a.m.			
Windows	Sunday) in the respective Local Time*.			
定期维护窗口	当地时间每周六两个小时(周六晚上11:30 — 周日凌晨1:30)*。			
Major Upgrades	Up to 4 times per year from Friday 10 p.m. to Monday 3 a.m.Local Time.			
重大升级	SAP will inform Customer in due time in advance (either by email or			
	any other electronic means)			
	每年最多四次,当地时间周五晚上 10 点到周一凌晨 3 点。SAP 将适时地(通过电子			
	邮件或任何其他电子方式)提前通知客户			

(*)Local Time	UTC-5, Americas;
(*) 当地时间	UTC-5,美洲;
	UTC+2, Europe;
	UTC+2,欧洲;
	UTC+8, APA;
	UTC+8,亚太地区;

Supplemental Terms for SAP Financial Services Network SAP Financial Services Network[财务服务网络]补充条款

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Attachment A 附件 A

Support Services for SAP Financial Services Network SAP Financial Services Network[财务服务网络]支持服务

This document ("Support Services Document") describes the support services provided by SAP for SAP Financial Services Network.

本文档(以下简称"支持服务文档")规定了SAP针对SAP Financial Services Network[财务服务网络]提供的支持服务。

1. Applicability

适用性。

This Support Services Document governs the provision of support and maintenance services by SAP to Customer for the Service.

本支持服务文档对SAP就服务向客户提供支持与维护服务具有约束力。

2. Support Services

支持服务

Support for Malfunctions

对故障的支持

SAP will offer support for all malfunctions related to the Service (each an "**Incident**"). Support for custom applications is not included. Incidents have to be reported by Customer via the help functionality made available by SAP (or any other support channel introduced by SAP). In the event that SAP must access any of Customer's systems remotely, e.g. via application sharing, Customer hereby grants to SAP the permission for such remote access. The following Incident priorities shall apply:

SAP将对与服务有关的所有故障提供支持(每一故障为一次"事件")。不包含对自定义应用程序的支持。客户须通过SAP提供的帮助功能(或SAP提供的任何其他支持渠道)报告事件。如SAP必须远程访问客户的系统,例如通过应用程序共享,客户特此向SAP授予该远程访问的权利。事件应采用以下优先级:

Incident Prioritie s 事件优先 级	Definition 定义	Support Availabilit y 支持可用性	Support Language 支持语言	Initial Response Time 初始响应时间
Very High 非常高	The problem has very serious consequences for major business transactions and urgent work cannot be performed. The Incident requires immediate attention because the malfunction can cause serious losses. 该问题给主要业务交易造成非常严重的后果且无法执行紧急工作。因为故障会导致严重损	24 hours x 24小时 x 7 days a week 7天(每周)	English, except for: Monday to Friday 9.00 am to 5.00 pm Central European Time: English, German 英语:星期一至 星期五,欧洲中 部时间上午9点	SAP initial response within 4 hours of confirmation.* SAP will attempt to contact customer within the initial response time to clarify business impact and initiate resolution process. SAP初始响应时间为确认后的4小时内。* SAP将尝试在初始响应时间内联系客

	失, 所以必须对该事件给予即 时关注。		至下午 5 点:英 语和德语	户,澄清对业务的影响并启 动解决流程。
High 高 Medium 中等	A business transaction does not work and necessary tasks cannot be performed. The Incident requires prompt attention because the malfunction can disrupt the entire productive business flow. 某一业务交易无法开展且无法执行必要任务。由于故障会扰乱整个生产性业务流程,因此必须对该事件给予及时关注。 A business transaction does not work as expected with minor consequences for the productive operation. 某一业务交易无法如预期开展,对生产性运作造成了轻微的后果。	Monday to Friday from 9:00 am - 5:00 pm Local Time** (as defined below) 星期一至星 期五,当(定 义如下)上 午9点至下午 5点	English, German 英语、德语	SAP initial response within 3 days of confirmation.* SAP will attempt to contact customer within the initial response time to clarify business impact and initiate resolution process. SAP 初始响应时间为确认后的 3 天内。* SAP 将尝试在初始响应时间内联系客户,澄清对业务的影响并启动解决流程。 Reasonable response time based on the incident (usually within 4 days).* SAP will attempt to contact customer to clarify business impact and evaluate incident. 基于事件的合理响应时间(通常为4天)。* SAP将尝试联系客户以澄清对业务的影响并评估事件。
Low 低	The malfunction has only few or no effects on business transactions. 该故障仅对业务交易产生细微影响或没有影响。			Reasonable response time based on the incident.* 基于事件的合理响应时间。

^{*}Incident receipt at SAP will be confirmed via SAP message handling system response for all online submitted incidents.

Software Changes

软件更改

SAP will proactively apply software updates and patches during the defined maintenance windows. In case a patch needs to be applied outside a maintenance window, SAP will notify Customer in advance.

SAP将在定义的维护窗口中主动应用软件更新和补丁。若需要在维护窗口之外使用补丁,SAP将提前通知客户。

3. Customer Obligations/Preconditions

客户义务/前提条件

As a precondition to receive the support services as described in Section 2 above, Customer shall fulfill the following obligations:

作为获得上文第2节中规定的支持服务的一项前提条件,客户应履行以下义务:

^{*}对于所有在线提交的事件,SAP将在收到事件后通过SAP消息处理系统答复确认。

^{**}Local Time shall means the time zone in which SAP's registered office is located.

^{**} 当地时间是指SAP注册办公室所处的时区。

Key Users

关键用户

Customer shall identify at least one English-speaking Named User as a "Key User". The Key User is responsible for managing all business related tasks of the Service related to Customer's business, such as:

客户应至少指定一名说英语的指定用户为"关键用户"。关键用户负责管理与客户业务相关服务的所有业务相关任务,例如:

- (i) Support end users and manage their Incidents. This includes searching for known solutions in available documentation and liaising with SAP support in the event of new problems 支持最终用户和管理其事件。这包括在出现新问题时从提供的文件中搜索已知的解决办法以及联络SAP支持部门。
- (ii) Manage background jobs and the distribution of business tasks across users; 管理后台作业以及对用户的业务任务的分配;
- (iii) Manage and monitor connections to Customer's third party systems (if available), such as e-mail, fax, printers;

管理和监控客户的第三方系统的连接(如有),例如电子邮件、传真、打印机;

(iv) Support the potential adaptation of the Service. 支持服务的可能适应性调整。

Exploration of self-help tools

自助工具的搜寻

In case of Incidents, Customer shall make reasonable effort to explore self-help tools to find already documented solutions.

如发生事件,客户应尽合理努力搜寻自助工具,找到已记录在案的解决办法。