

## SAP HANA ENTERPRISE CLOUD SUPPLEMENTAL TERMS AND CONDITIONS

### SAP HANA Enterprise Cloud[HANA 企业云]补充条款和条件

These supplemental terms and conditions (the “HEC Supplement”) are part of an agreement for certain SAP Cloud services between SAP and Customer and apply solely to SAP HANA Enterprise Cloud Services and any related Cloud Services purchased in an Order Form with the SAP HANA Enterprise Cloud Services and not any other SAP product or service. This HEC Supplement applies to an Order Form for SAP HANA Enterprise Cloud Services v.2-2019 or later (as identified in the footer of the Order Form).

本补充条款和条件（以下简称“HEC 补充”）是 SAP 与客户之间签订的特定 SAP 云服务协议的一部分，仅适用于 SAP HANA Enterprise Cloud[HANA 企业云]服务和在订购单中随 SAP HANA Enterprise Cloud[HANA 企业云]一起购买的任何相关云服务，不适用于任何其他 SAP 产品或服务。本 HEC 补充适用于 SAP HANA Enterprise Cloud[HANA 企业云]服务 v.2-2019 或更新版本的订购单（见订购单页脚）。

#### 1. DEFINITIONS

##### 定义

Definitions used but not defined in this HEC Supplement shall have the meaning ascribed to them in the Order Form or in documents incorporated therein.

本 HEC 补充中使用的但未定义的定义应适用订购单或本补充所包含文档中对其赋予的含义。

- 1.1. **“Change Request”** means any changes in the Cloud Service as described in a written document signed by the parties and referencing the applicable Order Form.

“变更请求”是指对双方共同签署且引述适用订购单的书面文档中所述的云服务所做的任何变更。

- 1.2. **“Computing Environment”** means the SAP provided data center facilities, servers, networking equipment, operating systems, and data storage mechanisms selected and used by SAP to provide the HEC Services for the Customer, and includes the Production Computing Environment (PRD), and any other Computing Environment used for non-production purposes (NON-PRD) as agreed in the Order Form.

“计算环境”是指 SAP 选择的用于为客户提供 HEC 服务而提供的数据中心设施、服务器、联网设备、操作系统以及数据存储机制，包括订购单中约定的生产计算环境（PRD）和出于非生产目的所使用的任何其他计算环境（非 PRD）。

- 1.3. **“Documentation”** means SAP's then-current (i) Service Descriptions identified as Documentation, (ii) roles and responsibilities descriptions, and (iii) technical and functional documentation for Subscription Software, as applicable, made available to Customer by SAP.

“文档”是指 SAP 向客户提供的届时有有效的 (i) 服务说明文档，(ii) 角色和职责说明，以及 (iii) 租用软件的技术性和功能性文档（如适用）。

- 1.4. **“HEC Services”** means the following Cloud Services provided by SAP under an Order Form and further described in the Agreement: SAP HANA Enterprise Cloud, BYOL model (**“HEC BYOL”**); SAP HANA Enterprise Cloud, subscription model (**“HEC Subscription”**); and SAP HANA Enterprise Cloud, Advanced Edition Services model.

“HEC 服务”是指 SAP 依据订购单提供并在协议中进一步说明的以下云服务：SAP HANA Enterprise Cloud，自带许可模式[HANA 企业云自带许可模式]（以下简称“HEC BYOL”）、SAP HANA Enterprise Cloud，租用模式[HANA 企业云租用模式]（以下简称“HEC 租用”）、SAP HANA Enterprise Cloud（高级版），服务模式[HANA 企业云高级版服务模式]。

- 1.5. **“LAN”** means a local area network that is a logical computer network that spans a relatively small area.

“LAN”是指局域网，是覆盖区域相对较小的逻辑计算机网络。

1.6. **“License Agreement”** means the agreement (other than this Agreement) under which Customer procured Licensed Software.

“许可协议”是指客户据此购买许可软件的协议（而不是本协议）。

1.7. **“Licensed Software”** means the version of the applications, databases, software, tools and components owned or licensed by Customer (other than any Subscription Software) which Customer provides to SAP as part of the Cloud Services.

“许可软件”是指客户作为云服务的一部分提供给 SAP，且客户拥有或获得许可的应用程序、数据库、软件、工具和组件版本（租用软件除外）。

1.8. **“Non-PRD” or “Non-Production Computing Environment”** means any Computing Environment other than a PRD and may include development, quality assurance or sandbox environments.

“非 PRD”或“非生产计算环境”是指 PRD 以外的任何计算环境，可包括开发环境、质量保证环境或沙盒环境。

1.9. **“Point of Demarcation”** means for MPLS, the port on the provider switch or, in case of a VPN for access, the external interface to the Internet of the VPN device of SAP’s Computing Environment.

“分界点”对于 MPLS 是指提供商交换机上的端口，而在 VPN 访问的情况下，则是指 SAP 计算环境 VPN 设备互联网的外部接口。

1.10. **“PRD” or “Production Computing Environment”** means that part of the Computing Environment which is used exclusively for the execution of live business transactions.

“PRD”或“生产计算环境”是指仅用于执行实际业务交易的那部分计算环境。

1.11. **“Service Description”** means written description of certain aspects of the Cloud Service including Enhanced Managed Services, and Disaster Recovery, as made available to Customer by SAP and identified as Documentation.

“服务说明”是指 SAP 以文档形式向客户提供的云服务特定方面的书面说明，包括增强托管服务和灾难恢复。

1.12. **“Subscription Software”** means software provided and hosted in the Computing Environment by SAP on a subscription basis as part of the HEC Subscription offering as identified in the Order Form.

“租用软件”是指订单中规定的作为 HEC 租用服务一部分，由 SAP 通过租用的方式在计算环境中提供和托管的 SAP 软件。

1.13. **“Systems”** means one or more interrelated and interdependent components such as databases, servers, networks, load balancers, web dispatchers, tenants, etc. which when taken as a whole are used to operate a tier. Each combination of components used within each tier is equivalent to one System.

“系统”是指作为一个整体用于运行层级时，相互关联且相互依赖的组件，比如数据库、服务器、网络、负载均衡器和网络分配器、租户等。每层中使用的每种组件组合都相当于一个系统。

## 2. LICENSED SOFTWARE, SUBSCRIPTION SOFTWARE AND MAINTENANCE

许可软件、租用软件和维护

### 2.1. Licensed Software

许可软件

2.1.1. **Provision of Licenses.** Customer is responsible for providing all Licensed Software and obtaining all necessary rights from third parties required for SAP to run and host the Licensed Software. Customer will, at SAP’s request, provide written verification of such rights from Customer and/or any applicable third party licensors. Customer grants to SAP the nonexclusive right to use the Licensed Software for the sole purpose of and only to the extent necessary for SAP and its subcontractors to provide the Cloud Service and to the extent as may be otherwise stated in the applicable Order Form. Customer hereby represents and warrants that it has all rights, licenses and authorizations necessary to grant the rights to SAP as set forth in this Section.

**许可的提供。** 客户负责提供所有许可软件和获得 SAP 运行和托管许可软件所需的从第三方获得的所有必要权利。客户将根据 SAP 的请求，向其提供客户和/或任何适用的第三方许可方对此类权利的书面验证。客户授予 SAP 使用许可软件的非独占权利，但仅限于 SAP 和其分包商提供云服务之目的和必要范围内，以及适用订购单中另行规定的范围内。客户特此陈述并保证，其拥有向 SAP 授予本节所述权利所必需的所有权利、许可和授权。

- 2.1.2. **Support.** Customer is responsible for obtaining and retaining SAP provisioned SAP Enterprise Support (or any lower level if agreed by SAP in writing) from SAP for SAP Licensed Software, and relevant support for non-SAP Licensed Software, for the duration of the Order Form.

**支持。** 客户负责在订购单持续期间从 SAP 处获得和持续拥有 SAP 提供的 SAP 许可软件的 SAP Enterprise Support[企业支持]（或者任何较低水平，前提是 SAP 以书面形式同意）以及非 SAP 许可软件的相关支持。

- 2.1.3. **Licensed Software Modifications and Configuration.** Customer is responsible for testing and resolving source code, compatibility issues or other conflicts that may arise from modifications permitted under the License Agreement and any patches or workarounds or other changes provided by the licensor of the Licensed Software. Customer will inform SAP immediately about modification, add-ons or other changes to the Licensed Software. SAP may restrict customizations or modifications to the Licensed Software in order to be able to run the underlying Computing Environment in accordance with the scope of the Cloud Services.

**许可软件修改和配置。** 客户负责测试和解决可能因许可协议项下允许的修改和许可软件许可方提供的任何补丁、应急措施或其他变更导致的源代码和兼容性问题或其他冲突。客户应立即通知 SAP 关于对许可软件的修改、扩展或其他变更。为了能够按照云服务范围运行底层计算环境，SAP 可限制许可软件的定制或修改。

## 2.2. **Subscription Software**

### 租用软件

- 2.2.1. **Provision of Licenses.** SAP shall provide the Subscription Software during the Subscription Term solely for installation on the Computing Environment, and for archival or disaster recovery purposes. Except as set forth in Section 3.1 below, Customer is responsible for having the Subscription Software installed, including upgrades and new releases, into the Computing Environment.

**许可的提供。** SAP 应仅出于在计算环境中安装、存档或灾难恢复之目的，在租用期提供租用软件。除下文第 3.1 节规定外，客户负责在计算环境中安装租用软件，包括升级和新版本。

- 2.2.1.1. Subject to the terms of the Agreement, the Software Use Rights shall apply to the Subscription Software during the Subscription Term. For the purposes of this Agreement, references in the Software Use Rights to “Software Agreement” shall read this “Agreement” and references to “SAP Software” shall read “Subscription Software”.

依据本协议条款，软件使用权利应适用于租用期限的租用软件。就本协议而言，软件使用权利中对“软件协议”的引用应指“协议”，对“SAP 软件”的引用应指“租用软件”。

- 2.2.1.2. Use of Subscription Software may occur by way of an interface delivered with or as a part of the Subscription Software, a Customer or third-party interface, or another intermediary system. Customer must hold the required licenses as stated in the Software Use Rights for any individuals that use the Subscription Software (directly or indirectly). Business Partners may use the Subscription Software only through screen access and solely in conjunction with Customer’s use and may not use it to run any of Business Partners’ business operations.

对租用软件的使用可经由一个与租用软件一同交付或作为租用软件一部分交付的接口、客户或第三方接口或另一中间系统进行。客户须就任何（直接或间接）使用租用软件的个人，持有软件使用权利中所述的必要许可。业务合作伙伴只能以屏幕访问的形式使用租用软件且仅与客户的使用一同进行，但不得使用租用软件开展业务合作伙伴的任何业务运营。

- 2.2.1.3. Notwithstanding any terms to the contrary in the Agreement, if Customer has an affiliate or subsidiary with a separate agreement for SAP Software licenses and/or support services with SAP SE, any SAP SE affiliate (including SAP) or any other distributor of SAP software, the Subscription Software shall not be used to run such affiliate’s or subsidiary’s business operations and such affiliate or subsidiary shall not receive any support services under this Agreement even if such separate agreement has expired or is terminated, unless otherwise agreed to in writing by the parties.

尽管协议中有任何相反规定，客户的关联企业或子公司如就 SAP 软件许可和/或支持服务与 SAP SE、任何 SAP SE 关联企业（包括 SAP）或 SAP 软件的任何其他分销商达成单独的协议，除非各方另有书面约定，否

则不得将租用软件用于此类关联企业或子公司的业务运营，且此类关联企业或子公司不应获得本协议项下的任何支持服务，即使前述单独协议已有效期届满或终止。

- 2.2.1.4. If Customer has licensed a runtime database from SAP (or its Affiliates or any of its respective resellers or distributors) under the License Agreement or a separate agreement, Customer shall comply with the license restrictions for runtime databases when integrating the Subscription Software licensed hereunder with the SAP software licensed under the License Agreement and/or such separate agreement.

如客户已依据许可协议或单独协议从 SAP（或其关联企业，或其各自的任何经销商或分销商）获得授予许可的运行时数据库，则在将本协议项下许可的租用软件与许可协议和/或此类单独协议项下许可的 SAP 软件集成时，客户应遵循运行时数据库的许可限制。

- 2.2.2. **Support.** HEC Subscription includes SAP Enterprise Support as defined in the Order Form.

**支持。** HEC 租用包括订单中规定的 SAP Enterprise Support[企业支持]。

- 2.2.3. **Subscription Software Modifications and Add-Ons.** Customer has the right to develop and use modifications and/or add-ons to SAP's Subscription Software (excluding any third party software) in furtherance of its permitted use of the Subscription Software under this Agreement. Customer is responsible for testing and resolving source code, compatibility issues or other conflicts that may arise from modifications permitted under this Agreement and any patches or workarounds or other changes provided by SAP for the Subscription Software. Customer will promptly inform SAP about modifications, add-ons or other changes to the Subscription Software. SAP may restrict customizations or modifications to the Subscription Software in order to be able to run the underlying Computing Environment in accordance with the scope of the Cloud Services.

**租用软件修改和扩展组件。** 在本协议允许的租用软件使用方式的基础上，客户有权开发和使用权 SAP 租用软件修改和/或扩展组件（不包括任何第三方软件）。客户负责测试和解决可能因本协议项下允许的修改和 SAP 针对租用软件提供的任何补丁、应急措施或其他变更导致的源代码和兼容性问题或其他冲突。客户应立即通知 SAP 关于对租用软件的修改、扩展或其他变更。为了能够按照云服务范围运行底层计算环境，SAP 可限制租用软件的定制或修改。

## 2.3. **HEC Services**

### **HEC 服务**

- 2.3.1. **Currently Supported Version of Licensed Software and Subscription Software.**

许可软件和租用软件的当前支持版本。

- 2.3.1.1. Customer shall use, and all installations including the initial install of Licensed Software and/or Subscription Software in the Computing Environments shall be, a version or release of the Licensed Software and/or Subscription Software for which software maintenance and user support are current, as provided by the software vendor as specified in the relevant license agreement with such vendor. For SAP Licensed Software and/or Subscription Software such support (to the extent included in the applicable Order Form or License Agreement) is provided according to the current maintenance phases of SAP software releases as stated in <https://support.sap.com/releasesstrategy>. For the purpose of this provision, "current" herein relates to "Mainstream Maintenance".

客户应使用且包括计算环境中许可软件和/或租用软件初步安装在内的所有安装均应为软件维护和用户支持现行有效的许可软件和/或租用软件版本或发布，且由软件供应商根据与其签订的相关许可协议予以提供。对 SAP 许可的软件和/或租用软件，此类支持（适用的订购单或许可协议规定的范围内）将根据 <https://support.sap.com/releasesstrategy> 所述的 SAP 软件版本的当前维护阶段予以提供。就本条款而言，此处的“当前”是指“主流维护”。

- 2.3.1.2. Customer acknowledges that if Customer is not on a version of the Licensed Software and/or Subscription Software under current maintenance or under SAP Enterprise Support (or any lower level if agreed by SAP in writing) for SAP Licensed Software, (i) SAP's abilities for the provision of support may be limited and SAP shall assume no responsibilities for such limitations and (ii) the System Availability Service Levels shall not apply. During the Subscription Term, Customer may be required to upgrade to more recent versions of SAP Licensed Software and/or Subscription Software to receive SAP Enterprise Support and the Systems Availability Service Levels, which may require Customer to incur additional costs. In the event that "Mainstream Maintenance" is no longer available for the Licensed Software and/or Subscription Software and a new version or release of

the Licensed Software and/or Subscription Software is not available, the parties shall in good faith agree on a mutually agreeable solution, which may require Customer to incur additional costs.

客户确认，若客户使用不在当前维护范围内或不在 SAP 许可软件的 SAP Enterprise Support[企业支持]（或者任何较低支持水平，前提是 SAP 以书面形式同意）范围内的许可软件和/或租用软件，(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任，以及 (ii) 系统可用性服务水平不适用。在租用期内，客户可能需要将 SAP 许可软件和/或租用软件升级到较新版本，以便接收 SAP Enterprise Support[企业支持]和系统可用性服务水平，但可能需要客户额外付费。若不再对许可软件和/或租用软件提供“主流维护”且不提供许可软件和/或租用软件新版本/发布，则双方应善意协商，达成一致认可的解决方案，但可能需要客户额外付费。

- 2.3.1.3. SAP strongly recommends that Customer follows best practices for Software Lifecycle Management as published by SAP Active Global Support. Unless otherwise expressly stated in the Order Form and except as set forth in Section 3.1 below, Customer is responsible for having the Subscription Software and Licensed Software installed, including upgrades and new releases, into the Computing Environment. In the event such installation requires changes to Customer's Computing Environment as reflected in the "Systems Set-Up Table" in the Order Form, such changes will be agreed upon in a Change Request pursuant to the Change Request procedure.

SAP 强烈建议客户遵循 SAP 全球支持集团发布的软件生命周期管理方面的最佳实践。除订购单明确规定和下文第 3.1 节规定外，客户负责在计算环境中安装租用软件和许可软件，包括升级和新版本。若此类安装需要更改订购单“系统配置表”中列出的客户的计算环境，此类变更应按照变更请求程序在变更请求中约定。

- 2.3.2. **Maintenance Activities.** SAP performs regular scheduled maintenance activities to maintain OS security patch levels, database and application patches, infrastructure (network, compute, storage) maintenance and other scheduled proactive activities. The parties agree that such maintenance activities will be reasonably scheduled for a date, time and duration mutually agreed (in the Order Form or in advance of such activities) between SAP and Customer ("Scheduled Downtime") based on requirements and resources. In the event that Customer fails to cooperate with the scheduling and/or performance of such maintenance activities in a timely manner as recommended by SAP, Customer shall be solely responsible for any issues in the Cloud Service, including unexpected downtime, arising in connection with not performing such maintenance activities in a timely manner as recommended by SAP.

**维护活动。**SAP 执行定期维护活动，维护操作系统安全补丁级别、数据库和应用程序补丁、基础设施（网络、计算和存储）维护和其他计划的主动性活动。双方同意，SAP 和客户将在（订购单或在此类活动之前）事先约定的日期、时间和期限内，根据需求和资源合理安排此类维护活动（以下简称“计划停机时间”）。如客户未能按照 SAP 的建议及时配合安排和/或执行此类维护活动，客户应对云服务中的任何问题承担全部责任，包括因未按照 SAP 的建议及时执行此类维护活动而导致的意外停机。

Notwithstanding the foregoing, SAP reserves the right to perform Emergency Maintenance activities at any time without Customer's prior consent. SAP will use reasonable efforts to provide Customer with forty-eight (48) hours advance notice regarding performance of Emergency Maintenance. In case of downtime during such Emergency Maintenance, the parties agree that such downtime will be considered to be "Emergency Downtime". "Emergency Maintenance" are maintenance activities required to address an unforeseeable circumstance aiming to prevent significant impact to the Cloud Service. Such situations include application of critical application patches and operating system security patches (security patches with priority "very high") and/or performing critical operating system activities (urgent upgrades and/or refresh of shared components).

尽管有上述规定，SAP 保留未经客户事先同意随时执行紧急维护活动的权利。SAP 将尽合理努力提前四十八（48）小时向客户发出紧急维护通知。如在此类紧急维护期间发生停机，协议双方同意此类停机将视为“紧急停机”。“紧急维护”是指处理不可预见的情况所需的维护活动，旨在防止对云服务造成重大影响。此类情况包括应用关键应用程序补丁和操作系统安全补丁（优先级别“非常高”的安全补丁）以及/或者执行关键操作系统活动（紧急升级和/或更新共享组件）。

Customer will be responsible for requesting and coordinating with SAP the application of non-critical security patches (all security patches with priorities "high", "medium", or "low") by way of a service request ticket. The parties agree that such upgrades will be performed during Scheduled Downtime or other Agreed Downtime.

客户负责通过服务请求消息请求和配合 SAP 应用非关键性安全补丁（所有优先级别为“高”、“中”或“低”的安全补丁）。双方同意，此类升级将在计划时间或其他约定的停机时间内执行。

2.3.3. To the extent that the Computing Environment provided by SAP includes Microsoft software products (e.g. specified in Section "System Set-up Table" in the Order Form), Customer agrees to the comply with the following conditions in connection with the Microsoft software products:

如 SAP 提供的计算环境包括（例如，订购单中“系统配置表”一节规定的）Microsoft 软件产品，客户同意在使用此类 Microsoft 软件产品时遵循以下条件：

2.3.3.1. Customer may not remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on the Microsoft software products or that appear during use of the Microsoft software products;

客户不得删除、修改或模糊 Microsoft 软件产品上显示的或使用 Microsoft 软件产品期间显示的任何版权、商标或其他专有权利声明；

2.3.3.2. Customer may not reverse engineer, decompile, or disassemble the Microsoft software products, except and only to the extent that applicable law, notwithstanding this limitation expressly permits such activity;

客户不得反向工程、反编译或反汇编 Microsoft 软件产品，仅适用法律规定的范围内明确允许此类行为的除外；

2.3.3.3. any warranties, liability for damages and remedies, if any, are provided solely by SAP and not by Microsoft or its affiliates or subsidiaries;

所有担保、损失责任和补救措施（如有）均由 SAP 全权负责，Microsoft 或其关联企业或子公司对此概不负责；

2.3.3.4. any product support for the Microsoft software products included in the Computing Environment is provided to Customer by SAP and is not provided by Microsoft or its affiliates or subsidiaries;

计算环境中包括的针对 Microsoft 软件产品的任何产品支持均由 SAP 向客户提供，Microsoft 或其关联企业或子公司概不负责；

2.3.3.5. all title and intellectual property rights in and to the Microsoft software products are owned by Microsoft or its suppliers. Microsoft software products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Customer's possession, access, or use of the Microsoft software products does not transfer any ownership of the Microsoft software products or any intellectual property rights to Customer;

Microsoft 软件产品中包含的或与之相关的所有权利和知识产权均归 Microsoft 或其供应商所有。Microsoft 软件产品受版权法和国际版权公约以及其他知识产权法和公约的保护。客户对 Microsoft 软件产品的持有、访问或使用不得视为向客户转让 Microsoft 软件产品的任何所有权或任何知识产权；

2.3.3.6. SAP may disclose Customer's information regarding the use of Microsoft software products to Microsoft or Microsoft affiliates or subsidiaries in case of audits;

SAP 可在审计时将客户使用 Microsoft 软件产品的相关信息透露给 Microsoft 或 Microsoft 关联企业或子公司；

2.3.3.7. Customer acknowledges that the Microsoft software products are not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted and shall not be used in any application or situation where such Microsoft software products failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Examples of High Risk Use include: aircraft or other modes of human mass transportation, control of nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of Microsoft software products for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage.

客户确认，Microsoft 软件产品不具备容错功能，且不保证不会出错或运行时不会出现故障；严禁在此类 Microsoft 软件产品故障可能会导致人员死亡、引发严重人身伤害或环境损害（以下简称“高风险使用”）的任何应用情景或环境下使用此类 Microsoft 软件产品。高风险使用示例包括：航天器或其他大规模人员运输模式、控制核能或化工设施、生命支持系统、可移植医疗设备、机动车或武器系统。高风险使用不包括出于管理目的使用 Microsoft 软件产品存储配置数据、设计和/或配置工具或其他非受控应用程序且软件产品的故障不会导致人员死亡或严重人身伤害或环境损害。

### 3. SAP RESPONSIBILITIES AND OBLIGATIONS REGARDING CLOUD SERVICES

#### SAP 对云服务的责任和义务

3.1. As part of the HEC Services, SAP will (i) provide the initial installation of the Subscription Software and/or Licensed Software, as applicable, in the Computing Environment, (ii) setup and configure relevant hardware/

software and monitoring/managing tools for the Computing Environment and Customer Systems, and (iii) introduce Customer to SAP's support and communications procedures. SAP's responsibility shall not extend beyond the Point of Demarcation described in Section 4 below.

作为 HEC 服务的一部分, SAP 将 (i) 在计算环境中提供租用软件和/或许可软件 (如适用) 的初步安装, (ii) 为计算环境和客户系统设置和配置相关的硬件/软件和监控/管理工具, 以及 (iii) 向客户介绍 SAP 的支持和沟通过程。SAP 的责任不得超出下文第 4 节规定的分界点范围。

- 3.2. At Customer's request prior to termination or expiration of an Order Form, SAP shall, within a reasonable time period provide to Customer in a reasonable backup media format being utilized by SAP the Customer Data stored in the Computing Environment. The Customer must verify the usability of this export within two (2) weeks of receipt. In the event Customer does not provide verification within the two week period, the exported Customer Data shall be deemed usable.

在订购单终止或有效期届满之前, SAP 应当根据客户要求合理期限内, 以 SAP 当时所用的合理备份介质格式向客户提供存储在计算环境里的客户数据。客户必须在收到后两 (2) 周内验证导出数据可用性。若客户在两周内未提供验证, 导出的客户数据应被视为可用。

- 3.3. The Cloud Services are described in the applicable Service Description and roles and responsibilities Documentation.

云服务在适用服务说明和角色与职责文档中进行了说明。

#### **4. CUSTOMER RESPONSIBILITIES AND OBLIGATIONS REGARDING CLOUD SERVICE**

##### **客户对云服务的责任和义务**

- 4.1. In addition to Customer's obligations set forth in the Agreement, Customer will change all passwords used to access the Cloud Service at regular intervals, no less frequently than once every six (6) months. If Customer learns of an unauthorized third party having obtained knowledge of a password, Customer will inform SAP thereof without undue delay and promptly change the password.

除了协议中规定的客户义务外, 客户还将定期更改访问云服务所用的所有密码, 至少每六 (6) 个月更改一次。如客户获悉第三方未经授权得到密码, 客户将就及时通知 SAP 并立即更改密码。

- 4.2. Customer is responsible for the connection to the Cloud Service, including the Internet connection to the Point of Demarcation, and the disconnection from the Cloud Service upon expiration or termination of the Agreement. Customer shall reimburse SAP for any costs that SAP incurs due to Customer's failure to disconnect from the Cloud Service. This section survives expiration or termination of the Agreement.

客户负责连接云服务, 包括分界点的互联网连接, 以及协议有效期届满或终止后断开与云服务的连接。对于客户因未断开与云服务的连接而致使 SAP 发生的任何费用, 客户应予以 SAP 补偿。本节在协议有效期届满或终止之后持续有效。

- 4.3. Customer shall use reasonable commercial efforts to ensure that Customer Data and the Licensed Software is free of all viruses, Trojan horses and comparable elements which could harm the computer systems or software used by SAP or its subcontractors to provide the Cloud Service.

客户应尽商业上的合理努力确保客户数据和许可软件不含任何病毒、特洛伊木马和可能损害 SAP 或其分包商用于提供云服务的计算机系统或软件的类似元素。

- 4.4. SAP's provision of the Cloud Service is subject to Customer's prompt performance of its responsibilities set forth in the Agreement and the Documentation, and provision of qualified employees and resources required.

SAP 将提供云服务, 但前提是客户及时履行协议和文档中规定的客户责任并提供合格员工和所需资源。

- 4.4.1. Primary point of contact in dealing with SAP (Project Manager), responsible for coordinating all activities and authorized to implement required technical changes.

处理 SAP 相关事宜的主要联络点 (项目经理), 由其负责协调所有活动并经授权实施所需技术变更。

- 4.4.2. Current list of key Customer contacts with access to the Computing Environment, including contact role, title, office phone number, cell phone number, e-mail address, etc.

有权访问计算环境的当前客户关键联系人清单，包括联系人角色、职务、办公电话号码、手机号码、电子邮件地址等信息。

- 4.4.3. Customer's policies and procedures regarding the authorization of access to the Computing Environment and necessary information regarding requirements for authorization to the Computing Environment (e.g. IP range, VPN Questionnaire, installation number etc.). Customer agrees to inform SAP of any changes to such information, policies and procedures as soon as practicable without delay.

有关客户授权访问计算环境的客户政策和程序以及有关计算环境授权要求的必要信息（例如，IP 范围，VPN 调查问卷，安装编号等）。客户同意，一旦确认可行性，会将对此类信息、政策和程序所做的任何变更尽快告知 SAP。

- 4.4.4. A service user ("S-User") ID in the Computing Environment with the authorizations defined below. This S-User ID, which Customer uses to log on to SAP's Service Marketplace for software download and support, is required by SAP's Cloud Services resources to permit SAP Cloud Services resources to also log on and perform software download tasks necessary to obtain the software for set-up of the Computing Environment. Required authorizations include:

计算环境中具有以下所定义权限的服务用户（以下简称“S 用户”）ID。客户可使用此 S 用户 ID 登录 SAP Service Marketplace 下载软件和获取支持，SAP 的云服务资源也需要使用此 ID 来获得登录上述网站的许可并执行必要的软件下载任务，从而获取设置计算环境所需的软件。所需权限包括：

- Sending and/or creating and / or confirming and / or re-opening Customer messages  
发送和/或创建和/或确认和/或重新打开客户消息
- SSCR key registration  
SSCR 密钥注册
- Processing service messages  
处理服务消息
- Opening service connections  
打开服务连接
- Software download  
软件下载
- Maintaining system data  
维护系统数据
- Requesting license keys  
请求许可密钥

Customer authorizes SAP to set up and use an S-user with these authorizations. Additionally, in connection with sending and/or creating and/or confirming and/or re-opening Customer messages, Customer authorizes SAP to directly implement a Semi-Automatic Opening (SAO) to enable these messages. Customer will ensure that any authorizations that may be required for third parties or its employees will be provided promptly.

客户授权 SAP 设置和使用具备上述权限的 S 用户。此外，对于发送和/或创建和/或确认和/或重新打开客户消息，客户授权 SAP 直接采用半自动打开（SAO）方式来启用这些消息。客户将确保及时提供第三方或其员工可能需要的任何权限。

- 4.5. In the event that any SAP equipment is required at the Customer facility, Customer shall provide a physically secure and conditioned environment for any such equipment provided to Customer by SAP and Customer bears all risk for damages. SAP shall not be responsible for any damages to the extent resulting from Customer's failure to provide a physically secure and conditioned environment.

如在客户的办公地点需要使用任何 SAP 设备，客户应为 SAP 提供给客户的任何此类设备提供物理上安全且符合条件的环境，同时由客户承担所有损害风险。对于因客户未能提供物理上安全且符合条件的环境而造成的任何损害，SAP 概不负责。

- 4.6. Customer is and will remain solely responsible for the definition, documentation and execution of its business processes including, but not limited to, configuration of systems management and application and data security



policies, batch processing requirements, and compliance with other governmental or regulatory requirements. Customer is responsible to provide SAP necessary and sufficient documentation of its applicable processes in order for SAP to perform its Cloud Service responsibilities under the Agreement.

客户始终全权负责定义、记录和执行其业务流程，包括但不限于：配置针对系统管理及应用程序与数据安全的政策、批处理要求，以及与其他政府和法规要求的合规性。客户负责向 SAP 提供有关适用流程的充分且必要的文档，以便 SAP 履行其在协议项下的云服务职责。

- 4.7. If Customer elects to have any services provided by a third party, SAP will have no liability for any defect or failure of the Cloud Service or Computing Environment caused by such third-party services, and Customer will not be entitled to any reduction in fees for the Cloud Service. SAP may deny access to the Cloud Service and/or Computing Environment to any third party service provider which SAP determines in its reasonable discretion poses a security or confidentiality risk to SAP systems, data or intellectual property.

如客户选择使用由第三方提供的任何服务，对于因此类第三方服务导致的云服务或计算环境的任何缺陷或故障，SAP 概不承担责任，且客户无权获得云服务费的任何扣减。依据 SAP 合理判断认定为会对 SAP 系统、数据或知识产权的安全或保密性造成风险的任何第三方服务提供商，SAP 可拒绝向其提供云服务和/或计算环境的访问权限。

- 4.8. **Third Party Licensed Software.** This Section shall apply if any Licensed Software is non-SAP software owned by Customer or licensed by Customer from a third party.

**第三方许可软件。** 若有任何许可软件是客户所有的或客户从第三方取得许可的非 SAP 软件，本节应适用。

- 4.8.1. Customer shall indemnify, defend and hold harmless (at its sole expense) SAP, SAP SE, its Affiliates and subcontractors from and against any claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) arising from or related to any third party claim concerning (i) the Licensed Software (excluding Licensed Software licensed by Customer from SAP) or (ii) the combination of such Licensed Software with the Cloud Service or other applications, content or processes, including any claim alleging infringement or misappropriation of third party rights by such Licensed Software or by the implementation, hosting or use of such Licensed Software as contemplated in the Agreement. The defense procedures set forth in the Agreement shall apply.

对于因与 (i) 许可软件（不包括客户从 SAP 取得许可的许可软件）或 (ii) 此类许可软件与云服务或其他应用程序、内容或流程的整合有关的第三方索赔引发或相关的任何索赔、损害、损失、责任、成本和费用（包括合理律师费），包括因此类许可软件或根据协议规定实施、托管或使用此类许可软件所引起的宣称对第三方权利的侵权或盗用而产生的任何索赔，客户应自行承担费用为 SAP、SAP SE 及其关联企业和分包商提供赔偿、辩护并使其免受损害。协议中规定的辩护程序应适用。

- 4.8.2. **CUSTOMER'S OBLIGATIONS SET FORTH HEREIN SHALL BE EXCLUDED FROM ANY LIABILITY LIMITS SET FORTH IN THE AGREEMENT.**

协议中规定的任何责任限制应不包括本补充协议中规定的客户义务。

- 4.8.3. In the event SAP reasonably believes that any such Licensed Software violates applicable law, infringes or misappropriates the rights of any third party, otherwise violates a material term of the Agreement or can result in material harm to the Cloud Service, SAP may require such Licensed Software be promptly removed from the Computing Environment.

若 SAP 合理认为任何此类许可软件违反适用法律，侵犯或盗用任何第三方权利，以其他方式违反协议实质性条款或可能对云服务造成实质性损害，SAP 可要求立即从计算环境中移除此类许可软件。

## 5. ESCALATION CONTACTS

### 上报联系人

Each party will nominate a representative who will be the other party's prime point of contact with respect to the performance of the Cloud Services. Each party will further nominate a representative who will serve as a decision-making authority in case of any dispute or escalation that cannot be settled between the primary points of contact within a reasonable period of time.

各方将指定一名代表作为另一方实施云服务的主要联系人。各方还将指定一名代表作为决策人，专门负责主要联系人无法在合理时间内解决的争议或上报问题。