

SAP Hybris Cloud for Customer
SAP Hybris Cloud for Customer[Hybris客户云]
Supplemental Terms and Conditions
补充条款和条件

These supplemental terms and conditions (“the Supplement”) are part of an agreement for certain SAP cloud services (“Agreement”) between SAP and Customer and apply solely to SAP Hybris Cloud for Customer (the “Cloud Service”) and not any other SAP product or service.

本补充条款和条件（以下简称“补充”）是SAP与客户之间签订的特定SAP云服务协议（以下简称“协议”）的一部分，仅适用于SAP Hybris Cloud for Customer[Hybris客户云]（以下简称“云服务”），不适用于任何其他SAP产品或服务。

1. CLOUD SERVICE
云服务

1.1 There are three (3) independent modules available for a subscription to SAP Hybris Cloud for Customer – SAP Hybris Cloud for Sales, SAP Hybris Cloud for Service and SAP Hybris Cloud for Social Engagement (“**Base Packages**”).

客户在租用SAP Hybris Cloud for Customer[Hybris客户云]时可购买三（3）个独立的模块：SAP Hybris Cloud for Sales[Hybris销售云]、SAP Hybris Cloud for Service[Hybris服务云]和SAP Hybris Cloud for Social Engagement[Hybris社交云]（以下简称“**基础包**”）。

1.2 SAP Hybris Cloud for Customer, edge edition includes specific functions of the SAP Hybris Cloud for Customer modules as described in the Documentation.

SAP Hybris Cloud for Customer（edge版）[Hybris客户云edge版]包括文档中所述的SAP Hybris Cloud for Customer[Hybris客户云]模块的特定功能。

1.3 The SAP Hybris Cloud for Customer, enterprise edition, includes the modules and user type described in Section 2.7 of this Supplement.

SAP Hybris Cloud for Customer（企业版）[Hybris客户云企业版]包括本补充第2.7节中所述的模块和用户类型。

1.4 Each subscription to any of the Base Packages includes the use of the SAP Cloud Applications Studio. Customer’s use of the SAP Cloud Applications Studio is subject to the terms set forth in **Attachment 1** to this Supplement.

租用任何一个基础包，均可以使用SAP Cloud Applications Studio[云应用程序工作室]。客户对SAP Cloud Applications Studio[云应用程序工作室]的使用受到本补充**附件1**中所列条款的约束。

1.5 Customer may subscribe to test tenants that are described in the Documentation (each a “**Test Tenant**”) for non-productive purposes only. No more than fifty (50) Users may access each Test Tenant.

客户可以租用本档中所述的测试租户（每个“**测试租户**”一个租用），测试租户仅适用于非生产目的。访问每个测试租户的用户不得超过五十（50）人。

1.6 SAP will provide up to ten (10) gigabytes of disk storage space per User at no additional charge. Additional storage may be obtained based on then-current pricing.

SAP 将为每个用户提供最多十（10）GB 的磁盘存储空间，且不收取额外费用。可根据届时有效的定价获得额外的存储空间。

1.7 SAP Hybris Cloud for Customer, private edition, is an optional service and includes a single production tenant within a dedicated multi-tenant system for single customer usage and customized maintenance windows. Each individual accessing a production tenant must be covered by a User subscription; a minimum subscription of 1,000 Users is required.

SAP Hybris Cloud for Customer（专用版）[Hybris 客户云专用版]是一项可选服务，并包括针对单个客户使用的专用多租户系统中的单个生产租户和定制维护窗口。用户租用必须涵盖访问生产租户的每个用户，且至少需租用 1,000 个用户。

- 1.8** If Customer integrates the Cloud Service with licensed SAP on-premise software, Customer may access such licensed SAP on-premise software through the Cloud Service solely to perform functions in conjunction with its use of the Cloud Service without requiring additional SAP named user licenses for such SAP on-premise software.

如客户将云服务与SAP企业预置型软件集成，则客户无需此类SAP企业预置型软件的额外SAP指定用户许可，就能通过云服务访问此类授予许可的SAP企业预置型软件，但仅可执行与使用云服务相关的功能。

2. FEES 费用

The Usage Metric for the Cloud Service is Users. Users are individuals who are authorized to access the Cloud Service. Customer must subscribe to separate Users for each of the three Base Packages. The following User types are available as Usage Metrics for SAP Hybris Cloud for Customer:

云服务的使用指标为用户数。用户是指经授权可访问云服务的个人。客户必须为三个基础包中的任意一个包租用单独的用户。以下用户类型可作为 SAP Hybris Cloud for Customer[Hybris 客户云]的使用指标：

- 2.1.** The *SAP Hybris Cloud for Customer, advanced user option* and the *SAP Hybris Cloud for Customer, B2B industry user option* may each be subscribed to as add-on services to the Base Packages.
*SAP Hybris Cloud for Customer[Hybris 客户云]高级用户选项*和 *SAP Hybris Cloud for Customer[Hybris客户云]企业对企业行业用户选项*可作为基础包的扩展服务单独租用。
- 2.2.** *SAP Hybris Cloud for Customer, enhanced package, user*, provides access rights to the Base Packages, the *SAP Hybris Cloud for Customer, advanced user option* and the *SAP Hybris Cloud for Customer, B2B industry user option*.
*SAP Hybris Cloud for Customer[Hybris 客户云]增强包用户*提供对基础包、*SAP Hybris Cloud for Customer[Hybris客户云]高级用户选项*和*SAP Hybris Cloud for Customer[Hybris客户云]企业对企业行业用户选项*的访问权限。
- 2.3.** *SAP Hybris Cloud for Customer, limited package, user*, provides access rights (i) for up to four hundred (400) dialog steps per month (cumulative) for the Base Packages; (ii) to the *SAP Hybris Cloud for Customer, advanced user option*; and (iii) to the *SAP Hybris Cloud for Customer, B2B industry user option*. A dialog step is measured each time a User initiates data movement in the Cloud Service. Each movement of data in a multi-step process, even if initiated by a single User action, is counted as a separate dialog step.
*SAP Hybris Cloud for Customer[Hybris 客户云]限制包用户*提供对 (i) 基础包每月累计达四百 (400) 个对话步骤；(ii) *SAP Hybris Cloud for Customer[Hybris客户云]高级用户选项*；及 (iii) *SAP Hybris Cloud for Customer[Hybris客户云]企业对企业行业用户选项*的访问权限。每次用户在云服务中发起数据移动即为一个对话步骤。在包含多个步骤的流程中，即使数据移动由同一个用户操作发起，每次数据移动也都算作一个单独的对话步骤。
- 2.4.** *SAP Hybris Cloud for Sales, service option, user*, allows Users of *SAP Hybris Cloud for Sales* to access *SAP Hybris Cloud for Service*.
*SAP Hybris Cloud for Sales[Hybris销售云]服务选项用户*允许*SAP Hybris Cloud for Sales[Hybris销售云]用户*访问*SAP Hybris Cloud for Service[Hybris服务云]*。
- 2.5.** *SAP Hybris Cloud for Service, sales option, user*, allows Users of *SAP Hybris Cloud for Service* to access *SAP Hybris Cloud for Sales*.
*SAP Hybris Cloud for Service[Hybris服务云]销售选项用户*允许*SAP Hybris Cloud for Service[Hybris服务云]用户*访问*SAP Hybris Cloud for Sales[Hybris销售云]*。
- 2.6.** *SAP Hybris Cloud for Customer, enterprise edition, user*, includes the *SAP Hybris Cloud for Customer, enhanced package, user*, plus access to the SAP HANA Cloud Platform resources identified under the section entitled “SAP Hybris Cloud for Customer, enterprise edition”, in the SAP HANA Cloud Platform Service Description Guide, located at

<https://hcp.sap.com/capabilities/service-description.html> (also available from SAP upon request).

SAP Hybris Cloud for Customer (企业版) [Hybris客户云企业版]用户包括SAP Hybris Cloud for Customer[Hybris客户云]增强包用户, 以及对“SAP HANA Cloud Platform[HANA云平台]服务说明指南”中题为“SAP Hybris Cloud for Customer (企业版) [Hybris客户云企业版]”一节下所列的SAP HANA Cloud Platform[HANA云平台]资源的访问权限, 该补充位于<https://hcp.sap.com/capabilities/service-description.html> (同时也可以请求SAP提供)。

- 2.7. SAP Hybris Cloud for Customer, edge edition, user, includes access to certain functionalities from the Base Packages, the SAP Hybris Cloud for Customer B2B industry user option, and the SAP Hybris Cloud for Customer advanced user option as described in the Documentation.

SAP Hybris Cloud for Customer (edge版) [Hybris客户云edge版]用户包括对文档中所述的基础包、SAP Hybris Cloud for Customer[Hybris客户云]企业对企业行业用户选项和SAP Hybris Cloud for Customer[Hybris客户云]高级用户选项中的某些功能的访问权限。

- 2.8. SAP Hybris Cloud for Customer, imaging intelligence add on is an optional service that can be included in the Cloud Service subscription for an additional fee. The Usage Metric for SAP Hybris Cloud for Customer, imaging intelligence add on is images per month, in blocks of 1000 images. An image is a single picture taken by a User and uploaded to the Cloud Service for image recognition. As a prerequisite to SAP Hybris Cloud for Customer, imaging intelligence add on, Customer must subscribe to either (i) SAP Hybris Cloud for Sales and SAP Hybris Cloud for Customer, B2B industry option, or (ii) SAP Hybris Cloud for Customer, limited package user, or (iii) SAP Hybris Cloud for Customer, enhanced package user, or (iv) SAP Hybris Cloud for Customer, enterprise edition.

SAP Hybris Cloud for Customer[Hybris客户云]图像智能扩展组件是包含在云服务租用中的一项可选服务, 可付费获取。SAP Hybris Cloud for Customer[Hybris客户云]图像智能扩展组件的使用指标是每个月的图像数, 许可基准数量为1000张图像。图像是指由用户拍摄并上传到云服务进行图像识别的照片。作为使用SAP Hybris Cloud for Customer[Hybris客户云]图像智能扩展组件的前提条件, 客户必须租用 (i) SAP Hybris Cloud for Sales[Hybris销售云]和SAP Hybris Cloud for Customer[Hybris客户云]企业对企业行业选项, 或 (ii) SAP Hybris Cloud for Customer[Hybris客户云]限制包用户, 或者 (iii) SAP Hybris Cloud for Customer[Hybris客户云]增强包用户, 或者 (iv) SAP Hybris Cloud for Customer (企业版) [Hybris客户云企业版]。

3. TERMS FOR SAP HYBRIS CLOUD FOR SOCIAL ENGAGEMENT

针对SAP HYBRIS CLOUD FOR SOCIAL ENGAGEMENT[HYBRIS社交云]的条款

SAP Hybris Cloud for Social Engagement includes integration to social media services and web sites and other similar services operated by third parties (“**Social Media Services**”). Customer will not transmit any personally identifiable information to any Social Media Service via the Cloud Service. Customer will not sell user data obtained through a Social Media Service. Customer shall maintain a privacy policy on any of its customer-facing pages on a Social Media Service, including any “fan page” or Twitter page, that details how Customer handles data submitted through such websites, and which includes all necessary information to tell end users how “SAP Hybris Cloud for Social Engagement” collects, stores, uses, displays, shares or transfers a user’s data. Customer will include a statement that reflects all material aspects of the following statement:

SAP Hybris Cloud for Social Engagement[Hybris社交云]包括与社交媒体服务、网站以及第三方运营的其他类似服务的集成 (以下简称“**社交媒体服务**”)。客户不得通过云服务向任何社交媒体服务传输任何个人可识别信息。客户亦不得出售通过社交媒体服务获得的用户数据。客户应在其社交媒体服务的任何面向客户的页面 (其中包括任何“粉丝专页”或Twitter页面) 上维护隐私政策, 并详细描述客户将如何处理通过此类网站提交的数据, 其中包括向最终用户阐明“SAP Hybris Cloud for Social Engagement[Hybris社交云]”如何

收集、存储、使用、显示、共享或传输用户数据所需的所有必要信息。客户会提供一份声明，反映以下声明中的所有重要内容：

*"This page uses the SAP Cloud solution. This solution calls available **[Social Media Service Name]** Application Programming Interfaces (APIs) which may deliver your **[Social Media Service Name]** Profile information you made available for the public, including, but not limited to, your name, first name, last name, gender, country, location, a link to your profile and picture. All messages including likes and contents that you post or otherwise add on this **[Social Media Service Name]** page can be collected, exported, and used by **[Customer Name]** or a contracted third party for the business purposes of **[Customer Name]**. You may request deletion of your user data collected by **[Customer Name]** by sending an e-mail to xxxx@customer-name.com or any other means."*

*"本页面采用 SAP 云解决方案。该解决方案将调用可用的**[社交媒体服务名称]**应用程序编程接口（API），后者有可能向公众提供您的**[社交媒体服务名称]**简介信息，包括但不限于您的姓名、名字、姓氏、性别、国家/地区、位置、简介和照片链接。**[客户名称]**或已签订合同的第三方可以出于**[客户名称]**业务目的收集、导出并使用所有消息，其中包括您在**[社交媒体服务名称]**页面上发布或以其他方式添加的信息和内容。您可以通过向 xxxx@customer-name.com 发送电子邮件或者以其他任何方式，请求删除**[客户名称]**收集到的用户数据。"*

4. INTEGRATION COMPONENT

集成组件

In addition to the hosted portion of the Cloud Service, SAP shall make available for download by Customer the SAP Hybris Cloud for Customer integration component (the "**Integration Component**"). The Integration Component may only be used with the Cloud Service and may only be used by Authorized Users. Use of the Integration Component is not permitted with SAP Hybris Cloud for Customer, Edge edition. The Integration Component may not be modified or altered in any way except by SAP. The Integration Component is part of the Cloud Service, provided however, that notwithstanding anything in the Agreement to the contrary, once Customer downloads the Integration Component, Customer shall be responsible for the security of the same and the System Availability SLA does not apply.

除云服务的托管部分以外，SAP还应提供可供客户下载的SAP Hybris Cloud for Customer[Hybris客户云]集成组件（以下统称为“**集成组件**”）：集成组件只能与云服务一同使用，且只能由授权用户使用。集成组件不能与SAP Hybris Cloud for Customer（edge版）[Hybris客户云edge版]一同使用。除SAP以外，不得以任何形式对集成组件进行修改或变更。集成组件是云服务的一部分，但即使本协议中有任何相反规定，客户应在下载集成组件后对其安全负责，且系统可用性SLA不予适用。

5. MOBILE ACCESS

移动访问

Users may access the Cloud Service through a mobile application obtained by Users via third-party websites. The use of such mobile applications is governed by the terms and conditions presented to the User upon download/access to the mobile application and not by the terms of the Agreement. Customer acknowledges that the third party that operates the website through which the mobile application is distributed may stop distributing the mobile application at any time, and SAP is not responsible for the unavailability of the mobile application due to the actions of the third party distributor.

用户可以通过其经第三方网站获取的移动应用程序访问云服务。对此类移动应用程序的使用受到用户在下载/访问该移动应用程序时出现的条款和条件的约束，而不受本协议条款的约束。客户确认，发布移动应用程序的第三方网站经营者可能随时停止发布该移动应用程序，SAP对因第三方发布者的行为导致的移动应用程序无法使用的情况不承担任何责任。

6. GOOGLE MAPS SERVICE (“GM SERVICE”)

GOOGLE MAPS 服务（以下简称“GM 服务”）

In case the Cloud Service accesses the GM Service through a Google Maps API, Customer's use of the GM Service is subject to Google's Terms of Service, which are set forth at <http://www.google.com/intl/en/policies/terms/>. If Customer does not accept such Google Terms of Service, including, but not limited to, all limitations and restrictions therein, Customer may not use the GM Service in the Cloud Service. Use of the GM Service in or through the Cloud Service will constitute Customer's acceptance of Google's Terms of Service. Customer's usage of the GM Service in or through the Cloud Service can be terminated by SAP without reason at any time and SAP will not be required to provide an equivalent service via another provider.

如云服务要通过 Google Maps API 访问 GM 服务，则客户对 GM 服务的使用受列于 <http://www.google.com/intl/en/policies/terms/> 的 Google 服务条款的制约。如客户不接受此类 Google 服务条款，包括但不限于其中的所有限制和限定条款，则客户不得在云服务中使用 GM 服务。在云服务中或通过云服务使用 GM 服务意味着客户接受 Google 服务条款。SAP 可随时无理由终止客户在云服务中或通过云服务使用 GM 服务，且 SAP 无需通过其他提供商提供同等服务。

7. ADDITIONAL TERMS FOR SAP HYBRIS CLOUD FOR CUSTOMER, IMAGING INTELLIGENCE ADD ON

SAP HYBRIS CLOUD FOR CUSTOMER[HYBRIS 客户云]图像智能扩展组件之附件条款

7.1 Customer may not upload any images containing personal data (including photographs of any natural person) or otherwise transmit any personal data to SAP Hybris Cloud for Customer, imaging intelligence add on. As such, the Data Privacy and Security – Data Controller to Data Processor Agreement referenced in or attached to the Order Form does not apply to SAP Hybris Cloud for Customer, imaging intelligence add on.

客户不得上传任何涉及个人数据的图像（包括任何自然人的照片）或者以其他方式将任何个人数据传输至 SAP Hybris Cloud for Customer[Hybris 客户云]图像智能扩展组件。同样地，订购单中引用或随附的“数据隐私和安全：数据控制方与数据处理方协议”不适用于 SAP Hybris Cloud for Customer[Hybris 客户云]图像智能扩展组件。

7.2 The System Availability SLA for SAP Hybris Cloud for Customer, imaging intelligence add on is 95.0% per month, and this System Availability SLA supersedes the System Availability SLA contained in the Service Level Agreement for SAP Cloud Services referenced in the Order Form. Only Cloud Service Maintenance Windows for the EMEA region (UTC+1) as stated in the Service Level Agreement for SAP Cloud Services apply to SAP Hybris Cloud for Customer, imaging intelligence add on.

SAP Hybris Cloud for Customer[Hybris 客户云]图像智能扩展组件的系统可用性 SLA 为每个月 95.0% ，且此系统可用性 SLA 应取代订购单中引用的 SAP 云服务的服务水平协议中所述的系统可用性 SLA。只有 SAP 云服务的服务水平协议中规定的、针对欧洲、中东和非洲（EMEA）地区（UTC+1）的云服务维护窗口适用于 SAP Hybris Cloud for Customer[Hybris 客户云]图像智能扩展组件。

Attachment 1
to
SAP Hybris Cloud for Customer
Supplemental Terms and Conditions
SAP Hybris Cloud for Customer[Hybris客户云]
补充条款和条件之附件1

Supplemental Terms for use of SAP Cloud Applications Studio
有关SAP Cloud Applications Studio[云应用程序工作室]使用的补充条款

1. DEFINITIONS.
定义。

- 1.1 “APIs”** means SAP’s application programming interfaces, as well as other commands or instructions that allow other software products to communicate with or call on the SAP Cloud Solution or the Cloud Applications Studio (for example, SAP enterprise services, ByDesign, Business Objects, BAPIs, Idocs, RFC, and ABAP customer exits) provided under this Agreement.
“API”是指SAP的应用程序编程接口以及允许其他软件产品与本协议下提供的SAP云解决方案或SAP Cloud Applications Studio[云应用程序工作室]通信或进行调用的其他命令或指示（例如，SAP企业服务、ByDesign Business Objects、BAPI、Idoc、RFC和ABAP用户出口）。
- 1.2 “Background Materials”** means any pre-existing works that include intellectual property rights owned by either SAP or Customer that have been prepared by SAP or Customer outside the scope of the Agreement or that were licensed from a third party.
“背景材料”是指事先存在的资料，包括由SAP或客户所有且由SAP或客户准备的在协议范围以外或由第三方授予许可的知识产权。
- 1.3 “Cloud Applications Studio”** means the overall SAP development environment to which SAP grants Customer access as outlined in this Supplement for development of the Customer Solution. It consists of the following elements: Software Development Kit, and Key User Tools.
“SAP Cloud Applications Studio[云应用程序工作室]”是指依据本补充中所述客户获得SAP授权可访问的SAP整体开发环境，用于开发客户解决方案。包括下列元素：软件开发工具包和关键用户工具。
- 1.4 “Customer Solution”** means a solution developed or packaged by Customer with the Cloud Applications Studio and/or the Key User Tools which adds new and independent functionality beyond that provided by the SAP Cloud Solution, including any new functional components for business processes not provided by the SAP Cloud Solution, that connect to and/or communicate through published SAP APIs or user exits, including new or modified user interface elements, new reports, new forms, new web services, and new or modified functionality. The Customer Solution must be custom-built to be used by Customer only without further distribution or licensing.
“客户解决方案”是指客户利用SAP Cloud Applications Studio[云应用程序工作室]和/或关键用户工具开发或打包的解决方案，新增了SAP云解决方案所提供功能之外的功能和独立功能（包括SAP云解决方案未提供的任何业务流程的新功能组件），连接到发布的SAP API或用户出口或通过此类出口通信，包括新的或修改的用户接口元素、新报表、新表单、新Web服务以及新的或修改的功能。客户解决方案必须自定义构建并仅由客户使用，不得另行分发或授权。
- 1.5 “Key User Tools”** means a set of tools that are available to configure, customize and extend the Customer Solution. This includes extensibility and flexibility enhancements as well as reporting enhancement capabilities. Configurations prepared with the Key User Tools may be incorporated into the Customer Solution.
“关键用户工具”是指用于配置、自定义和扩展客户解决方案的一组工具，包括可扩展性和灵活性增强以及报表增强功能。使用关键用户工具准备的配置可整合到客户解决方案。
- 1.6 “Modification”** means any alteration or modification to the SAP Cloud Solution, including but not limited to a change made to the source code and/or metadata of the SAP Cloud Solution.

“修改”是指对SAP云解决方案所做的任何更改或修改，包括但不限于源代码更改和/或SAP云解决方案元数据更改。

- 1.7 “SAP Cloud Solution” refers to the SAP cloud product for which Customer has a valid subscription and with which the Cloud Application Studio will be used to develop the Customer Solution.

“SAP云解决方案”是指客户有效租用并可结合SAP Cloud Applications Studio[云应用程序工作室]开发客户解决方案的SAP云产品。

- 1.8 “Software Development Kit” means the frontend components of the Cloud Applications Studio which are based on a developer framework and a user interface design tool. Customer develops solutions within the frontend Software Development Kit and based on a scripting language called SAP Cloud Applications Studio script.

“软件开发工具包”是指基于开发人员框架和用户接口设计工具的SAP Cloud Applications Studio[云应用程序工作室]的前端组件。客户在前端软件开发工具包内基于称为“SAP Cloud Applications Studio[云应用程序工作室]”脚本的脚本语言开发解决方案。

- 1.9 “Test Tenant” means an SAP Cloud Solution tenant which may be simulating a live situation of a Customer environment that is enabled for testing during software development and is operated by SAP. Frontend access is optionally available.

“测试租户”是指针对软件开发测试启用且由SAP操作模拟客户环境实际状况的SAP云解决方案租户。可以选择从前端访问此测试租户。

2. CUSTOMER OBLIGATIONS

客户义务

- 2.1 Customer will be responsible for providing SAP with all necessary information on the Customer Solutions required for the applicable SAP Cloud Solution to interoperate with a Customer Solution and for SAP to fulfill its obligations under this Agreement.

客户负责为SAP提供相应SAP云解决方案与客户解决方案交互操作及SAP履行其在本协议下的义务所需的客户解决方案相关的所有必要信息。

- 2.2 Customer is responsible for ensuring that the Customer Solution remains compatible and interoperable with the SAP Cloud Solution during the term of Customer’s SAP Cloud Solution subscription.

客户负责确保在客户租用SAP云解决方案的期限内，客户解决方案始终可与SAP云解决方案兼容和互操作。

- 2.3 Customer must subscribe to a Test Tenant with the SAP Cloud Solution for a term equal to the term of the subscription for the Cloud Application Studio.

客户租用SAP云解决方案测试租户的期限必须与租用SAP Cloud Applications Studio[云应用程序工作室]的期限相同。

3. SAP OBLIGATIONS

SAP的义务

- 3.1 SAP will provide Customer access to the Cloud Applications Studio for the purposes of this Agreement.

SAP会出于本协议之目的为客户提供SAP Cloud Applications Studio[云应用程序工作室]的访问权限。

- 3.2 SAP will provide Customer with reasonably required information to allow Customer to keep the Customer Solution compatible and interoperable with the Customer’s SAP Cloud Solution subscription.

SAP会为客户提供允许客户保持客户解决方案与客户租用的SAP云解决方案兼容和互操作所需的合理信息。

- 3.3 SAP will incorporate the Customer Solution into Customer’s SAP Cloud Solution environment. Customer grants SAP a non-exclusive license to operate the Customer Solution within the SAP Cloud Solution Environment for the term of the Agreement. SAP shall not be responsible for the support of the Customer Solution. SAP will activate or de-activate the Customer Solution upon notification by Customer. SAP is not responsible for uploading the Customer Solution into

Customer's SAP Cloud Solution environment. SAP reserves the right to refuse to incorporate the Customer Solution into Customer's SAP Cloud Solution Environment, or to temporarily or permanently deactivate the Customer Solution at any time if (i) SAP reasonably believes such Customer Solution may have a negative impact on Customer's SAP Cloud Solution system or (ii), Customer is in breach of any term or condition of its Agreement with SAP. Use of the Customer Solution is at Customer's sole risk and SAP shall not be responsible for any changes or modifications of Customer Data by or through the Customer Solution. SAP incorporates the Customer Solution into Customer's SAP Cloud Solution environment free of charge, "AS IS". SAP is not responsible for ensuring that the Customer Solution is or will be available without interruption, including, without limitation, during any standard maintenance windows for the SAP Cloud Solution. However, SAP will use reasonable endeavors to make the Customer Solution available based on the SAP Cloud Solution service level agreement applicable to the SAP Cloud Solution. SAP shall not be responsible for any negative impact of the Customer Solution -on the availability, functionality or performance of Customer's SAP Cloud Solution system.

SAP会将客户解决方案整合到客户的SAP云解决方案环境中。客户授予SAP非独占的许可，允许其于协议期限内SAP云解决方案环境中运行客户解决方案。对客户解决方案的支持，SAP概不负责。SAP会在收到客户通知后激活或取消激活客户解决方案。对于将客户解决方案上载到客户的SAP云解决方案环境，SAP概不负责。在下列情况下，SAP保留拒绝将客户解决方案整合到客户的SAP云解决方案环境或者在任意时刻暂时或永久性取消激活客户解决方案的权利：(i) SAP有合理理由认为此类解决方案会对客户的SAP云解决方案系统造成不利影响或 (ii) 客户违反其与SAP所达成之协议中的任何条款或条件。客户应自行承担使用客户解决方案所带来的风险，SAP对通过客户解决方案所作的客户数据更改或修改不承担任何责任。SAP免费将客户解决方案原样整合到客户的SAP云解决方案环境内。SAP不负责确保客户解决方案在使用过程中不会发生中断，包括但不限于，在SAP云解决方案的任何标准维护窗口期间内。但是，SAP会基于适用SAP云解决方案的SAP云解决方案服务水平协议作出合理的努力，使客户解决方案切实可用。SAP就客户解决方案对客户的SAP云解决方案系统的可用性、功能或性能所造成的不利影响不承担任何责任。

4. USE RIGHTS / INTELLECTUAL PROPERTY RIGHTS

使用权/知识产权

- 4.1** SAP hereby grants Customer, for the term of the Order Form, a non-exclusive, limited license for Authorized Users to access and use the Cloud Applications Studio and its Documentation to develop and test the Customer Solution.
SAP特此授予客户在订购单期限内访问和使用SAP Cloud Applications Studio[云应用程序工作室]及其文档开发和测试客户解决方案的非独占、有限的授权用户许可。
- 4.2** Any use not expressly set forth herein is strictly prohibited and subject to a separate written agreement.
此处未明确规定的任何使用应严格禁止，并且受到单独书面协议的约束。
- 4.3** Subject to the terms set out herein, Customer shall own the portions of the Customer Solution developed by Customer hereunder and the intellectual property rights therein, excluding any SAP Background Materials, SAP APIs or SAP libraries and any derivative works thereof.
根据此处列出的条款，客户应拥有本协议中由客户开发的客户解决方案及其知识产权的部分所有权，不包括任何SAP背景材料、SAP API或SAP库及其任何衍生作品。
- 4.4** Except to the extent explicitly specified, nothing in this Supplement shall be construed, whether by implication, estoppel or otherwise, to transfer ownership rights in or grant license rights to the Background Materials of the other party. Nothing shall restrict SAP or any SAP Affiliate from independently developing any new or improved functionalities, products, means, systems and/or processes related to the SAP Cloud Solution, including but not limited to the Customer Solution, which in whole or in part are congruent, similar and/or comparable to developments by Customer. SAP reserves the rights to provide additional or new SAP software products.

除非有明确规定，否则本补充中的任何内容均不应视为以暗示、默许或其他方式转让另一方背景材料的所有权或授予材料的许可权。任何内容均不应限制SAP或任何SAP关联企业独立开发与SAP云解决方案相关的任何新的或改进后的功能、产品、方法、系统和/或流程，包括但不限于整体或部分与客户的开发相同、类似和/或可媲美的客户解决方案。SAP保留提供其他或新的SAP软件产品的权利。

- 4.5** Customer shall be entitled to grant subcontractors, agents or freelancers access to the Cloud Applications Studio to develop on Customer’s behalf. Customer must ensure and shall be responsible that such third parties adhere to the terms of the Agreement and Customer is liable to SAP for any breach of these terms due to such access by subcontractors, agents or freelancers.

客户应有权向分包商、代理或自由职业者授予访问SAP Cloud Applications Studio[云应用程序工作室]的权限，以代表客户进行开发工作。客户必须确保此类第三方严格遵循协议条款，且客户应对因分包商、代理或自由职业者访问所导致的任何条款违规行为对SAP承担责任。

- 4.6** SAP may provide Customer with certain front-end components of the Cloud Applications Studio which must be installed by Customer on its hardware. Customer is responsible for installing such front-end components of the Cloud Applications Studio.

SAP会向客户提供必须安装在客户硬件上的特定SAP Cloud Applications Studio[云应用程序工作室]前端组件。客户负责安装SAP Cloud Applications Studio[云应用程序工作室]的此类前端组件。

- 4.7** Nothing shall restrict SAP or any SAP Affiliate from independently developing any new or improved functionalities, products, means, systems and/or processes related to the SAP Cloud Solution, including but not limited to the Customer Solution, which in whole or in part are congruent, similar and/or comparable to developments by Customer. SAP reserves the rights to provide additional or new SAP software products.

任何内容均不应限制SAP或任何SAP关联企业独立开发与SAP云解决方案相关的任何新的或改进后的功能、产品、方法、系统和/或流程，包括但不限于整体或部分与客户的开发相同、类似和/或可媲美的客户解决方案。SAP保留提供其他或新的SAP软件产品的权利。

5 ADDITIONAL LICENSING TERMS

附加许可条款

- 5.1** In order to create the Customer Solution, and subject to Customer’s full compliance with the following additional licensing terms, SAP hereby grants to Customer a limited, royalty-free, fully paid-up, non-exclusive, worldwide, non-transferable right and license to reproduce APIs solely for the purpose of incorporating them into the Customer Solution, provided however that Customer has no right to transfer, sublicense or otherwise distribute any APIs. Customer shall not modify or create a derivative work of any APIs, in whole or in part, except to create the Customer Solution in accordance with this Supplement.

为创建客户解决方案并使客户完全遵守下列附加许可条款，SAP特此授予客户仅出于将API整合到客户解决方案之目的制作API副本的有限的、免版税的、已足额缴付的、非独占的、全球性的、不可转让的权利和许可，但客户无权转让、再许可或以其他方式分发任何API。客户不得全部或部分修改或创建任何API的衍生作品，除非依据本补充创建客户解决方案。

- 5.2** The Customer Solution must not: (i) unreasonably impair, degrade or reduce the performance or security of the SAP Cloud Solution or the Cloud Applications Studio; (ii) enable the bypassing or circumventing of SAP license restrictions and/or provide users with access to the SAP Cloud Solution or the Cloud Applications Studio to which such users are not directly licensed; or (iii) render or provide, without written consent from SAP, any information concerning SAP products; and/or (iv) permit mass data or metadata extraction from SAP software to a non-SAP software (including cloud solutions), including use, modification, saving or other processing of such data in the non-SAP software.

客户解决方案：(i) 不得合理地削弱、降低或减少SAP云解决方案或SAP Cloud Applications Studio[云应用程序工作室]的性能或安全性；(ii) 不支持绕过或规避SAP许可限制和/或向用户提供不对其直接授予许可的SAP云解决方案或SAP Cloud Applications Studio[云应用程序工作室]的访问权限；或者 (iii) 未经SAP

书面同意，不得提供有关SAP产品的任何信息；和/或 (iv) 不允许将海量数据或元数据从SAP软件提取至非SAP软件（包括云解决方案），包括在非SAP软件中对此类数据进行使用、修改、保存或其他处理。

- 5.3** To the extent SAP accesses Customer Solutions in accordance with this Agreement, Customer agrees that any such access shall not be deemed to satisfy any element of a claim of trade secret misappropriation or copyright infringement.

在SAP依据本协议访问客户解决方案的范围内，客户同意，任何此类访问均不得视为构成商业秘密窃取或版权侵权索赔的要素。

- 5.4** APIs are subject to ongoing changes. Customer is responsible for adapting the Customer Solution to such changes to APIs.

API会不断变更。客户负责依据对API所做变更调整客户解决方案。