

**SAP Hybris Commerce Cloud**  
**SAP Hybris Commerce Cloud[Hybris商务云]**  
**Supplemental Terms and Conditions**  
补充条款和条件

This Supplement is part of an agreement for SAP Cloud Services between SAP and Customer and applies only to the SAP Hybris Commerce Cloud product(s) (and the related services named in the Fees section of this Supplement) (the “**Cloud Service**”).

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 Hybris Commerce Cloud[Hybris商务云]产品（及本补充“费用”一节所述的相关服务）（以下简称“**云服务**”）。

**1. DEFINITIONS**

定义

- 1.1. Cores** means the number of cores in whole CPUs that are available for use by the Cloud Service. When counting physical Cores, each Core of a physical CPU that runs at least parts of the Cloud Service, including those that are temporarily assigned or scheduled to cover peak processing, is considered and counted. If the Cloud Service will run in a pure virtual environment each virtual Core that runs at least parts of the Cloud Service, including those that are temporarily assigned or scheduled to cover peak processing, is counted.  
“**内核**”是指云服务可以使用的整个 CPU 中的内核数。计算物理内核时，每个至少运行部分云服务的物理 CPU 的内核均视为一个内核，其中包括那些临时分配或安排处理峰值流量的内核。如云服务在纯粹的虚拟环境中运行，每个至少运行部分云服务的虚拟内核均视为一个内核，其中包括那些临时分配或安排处理峰值流量的内核。
- 1.2 Distributed Code** means HTML tags, JavaScript code, object code, plugins, SDKs, APIs, or other code provided by SAP for use as part of the Cloud Services.  
“**分发代码**”是指SAP提供的作为云服务一部分使用的HTML标记、JavaScript代码、目标代码、插件、SDK、API或其他代码。
- 1.3 Domain** means an Internet Protocol (IP) resource, such as computer hosting a web site, the web site itself or any other service communicated via the Internet. Domain names must be formed by the rules and procedures of the Domain Name System (DNS) and registered with the DNS.  
“**域**”是指互联网协议（IP）资源，如托管网站的计算机、网站本身或通过互联网提供的任何其他服务。域名遵循域名系统（DNS）的命名规则和程序，并需在DNS上注册。
- 1.4 Hosting Platform** means a hosted infrastructure to run the Cloud Service.  
“**托管平台**”是指运行云服务的托管基础架构。
- 1.5. SAP Hybris 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 Hybris Commerce Cloud[Hybris 商务云]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. Named Domain** means a Domain identified by Customer in the Cloud Service set up process where Cloud Services are permitted to be used and may include one or more Root Domains or Subdomains.  
“**指定域**”是指云服务设置过程中客户指定的允许使用云服务的域，指定域可包含一个或多个根域或子域。
- 1.7. Page Views** means, with respect to SAP Hybris Commerce Cloud, Configure, Price and Quote, SAP Hybris Conversion and SAP Hybris Merchandising, a single view of a mobile or browser application, email, or web page of an internet site, including application screen views, application screen states, mobile web pages, and social network pages. Page views occur each

time a web page is loaded or refreshed on Named Domain(s), an application is loaded, or when targeted content renders or is shown through an opened or viewed email. With respect to SAP Jam Communities, edition for Hybris solutions, the definition of “page views” is found in the Supplemental Terms and Conditions for SAP Jam Communities found here: [https://www.sap.com/about/cloud-trust-center/cloud-service-level-agreements/cloud-services.html?tag=language:english&search=Supplement&sort=title\\_asc](https://www.sap.com/about/cloud-trust-center/cloud-service-level-agreements/cloud-services.html?tag=language:english&search=Supplement&sort=title_asc)

“**页面浏览**”：就 SAP Hybris Commerce Cloud[Hybris 商务云]、SAP Configure, Price and Quote[配置、价格和报价]、SAP Hybris Conversion[Hybris 转换]和 SAP Hybris Merchandising[Hybris 推销]而言，“页面浏览”是指对移动或浏览器应用程序、电子邮件或网页页面，包括应用程序界面视图、应用程序界面状态、移动网页和社交网络页面的单次浏览。每次在指定域加载或刷新网页、加载应用程序、通过已打开或已查看的电子邮件显示目标内容时，即为页面浏览。就 SAP Jam Communities（SAP Hybris 解决方案版）[Jam 社区 SAP Hybris 解决方案版]而言，“页面浏览”的定义详见位于以下地址的 SAP Jam Communities[Jam 社区]补充条款和条件：[https://www.sap.com/about/cloud-trust-center/cloud-service-level-agreements/cloud-services.html?tag=language:english&search=Supplement&sort=title\\_asc](https://www.sap.com/about/cloud-trust-center/cloud-service-level-agreements/cloud-services.html?tag=language:english&search=Supplement&sort=title_asc)。

**1.8. Revenues** means Customer’s and its Affiliates’ total annual sales revenue for products or services that are purchased through Cloud Service platforms by customers (B2B and B2C) in each trailing 12 month period, less VAT, delivery and any returns.

“**收入**”是指客户及其关联企业在连续 12 个月期间内，销售客户（B2B 和 B2C）通过云服务平台购买的产品或服务所获得的年度销售收入总额，其中要扣除增值税、交付成本以及任何退款。

**1.9. Root Domain** means the combination of the top-level domain (i.e. com, net, or org) combined with the second-level domain (i.e. the domain to the left of the top level domain) (e.g. *exampleinc.com*). If only the root domain is identified as the Named Domain then all Subdomains and subfolders of the root domain are included within the scope of the Named Domain.

“**根域**”是指一级域（即 com、net 或 org）和二级域（即一级域左边的域）的组合（如 *exampleinc.com*）。若仅根域被认定为指定域，则根域的所有子域和子文件夹都包含在指定域的范围。

**1.10. Surge Event** means an event of extraordinary activity on any Customer platform hosted by SAP under the Agreement that will cause usage to exceed the capabilities of the infrastructure included in an edition of the Cloud Service with a Usage Metric of Cores.

“**激增事件**”是指依据协议由 SAP 托管的任何客户平台上出现的异常活动事件，该类事件将导致使用情况超出使用指标为内核的云服务版本所包含的基础架构的功能范围。

**1.11. Web Presence** means a target group-specific reproduction of content on the Internet that is distinct in terms of product range, graphical layout or Domain from other Internet presences in the Cloud Service. Content that has been personalized for individual users (e.g. prices and recommendations) does not constitute a separate Internet presence.

“**Web 呈现**”是指针对特定的目标群体，再现与云服务中其他互联网呈现在产品范围、图形布局或域等方面截然不同的互联网内容。已针对单个用户个性化的内容（例如，价格和建议）不构成单独的互联网呈现。

## 2. **CLOUD SERVICE**

### 云服务

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

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 Hybris Commerce[Hybris 商务]技术和功能规格文档中予以说明，该文档详见 <http://www.sap.com/about/agreements/policies/service-specifications.html>。

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

云服务包括SAP Hybris Commerce Cloud[Hybris商务云]服务说明中所述的服务。

**2.3** 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。

### **3. FEES 费用**

**3.1** Except as specified below, the Usage Metrics for the Cloud Service are Cores and Revenues as specified in the Order Form. Each edition subscription using Cores as the Usage Metric requires subscription to a base subscription which includes six Cores for a flat monthly fee. Subscriptions using Revenues as the usage Metric are measured in units of 10 million euro (converted to local currency using SAP standard exchange rates). SAP Hybris Commerce Cloud, telco accelerator, cores includes six Cores in the base subscription, and additional individual Cores in blocks of four Cores may be added. SAP Hybris Commerce Cloud, travel accelerator, cores includes six Cores in the base subscription, and additional individual Cores in blocks of four Cores may be added. SAP Hybris Commerce Cloud, additional Cores includes blocks of four Cores.

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内核和收入。每个使用内核作为使用指标的版本租用均要求租用包含基于每月固定费用的六（6）个内核的基础租用。使用收入作为使用指标的租用以 1,000 万欧元的倍数计算（使用 SAP 标准汇率转换成当地货币）。SAP Hybris Commerce Cloud[Hybris 商务云]电信行业加速器内核包括基础租用中的六（6）个内核，也可以以四（4）个内核为许可基准数量另外增加内核。SAP Hybris Commerce Cloud[Hybris 商务云]旅游行业加速器内核包括基础租用中的六（6）个内核，也可以以四（4）个内核为许可基准数量另外增加内核。SAP Hybris Commerce Cloud[Hybris 商务云]额外内核的许可基准数量为四（4）个内核。

**3.2** The Usage Metric for the following services is a Flat Fee per month: SAP Hybris Commerce Cloud, data hub; SAP Hybris Commerce Cloud, infrastructure services; SAP Hybris Commerce Cloud, development environment; SAP Hybris Commerce Cloud, staging environment; and SAP Hybris Commerce Cloud, production environment.

以下服务的使用指标为每月固定费用：SAP Hybris Commerce Cloud[Hybris 商务云]数据中心；SAP Hybris Commerce Cloud[Hybris 商务云]基础架构服务；SAP Hybris Commerce Cloud[Hybris 商务云]开发环境；SAP Hybris Commerce Cloud[Hybris 商务云]演示环境以及 SAP Hybris Commerce Cloud[Hybris 商务云]生产环境。

**3.3** The Usage Metric for SAP Hybris Commerce Cloud, entitlement and metering is Contacts (in blocks of 50,000 Contacts). Contacts means the number of unique records of customers, prospects, employees, business partners, and constituents within the context of the Cloud Service.

SAP Hybris Commerce Cloud[Hybris 商务云]授权和计量选项的使用指标为联系人（以 50,000 联系人为许可基准数量）。联系人是指云服务范围内的客户、潜在客户、员工、业务合作伙伴以及分支机构的唯一记录。

**3.4** The Usage Metric for SAP Hybris Merchandising and SAP Hybris Conversion, and SAP Jam Communities, edition for SAP Hybris solutions is Page Views per month. Additional Page Views per month may be required for use in excess of the number of Page Views per month included

in the base subscription to each edition as specified in the SAP Hybris Commerce, Cloud Feature Specification document. Subscriptions to additional Page Views are available in blocks of 10 million Page Views.

SAP Hybris Merchandising[Hybris 推销]、SAP Hybris Conversion[Hybris 转换]和 SAP Jam Communities (SAP Hybris 解决方案版) [Jam 社区 SAP Hybris 解决方案版]的使用指标为每月页面浏览量。如使用超出 SAP Hybris Commerce Cloud[Hybris 商务云]功能规格文档中所述的每个版本的基础租用中所含的每月页面浏览量，可要求额外增加每月页面浏览量。租用额外页面浏览量的许可基准数量为 1,000 万页面浏览量。

**3.5** The Usage Metric for SAP Configure, Price and Quote for product configuration add-on for SAP Hybris Commerce Cloud and SAP Configure, Price and Quote for solution sales configuration add-on for SAP Hybris Commerce Cloud is Revenues, in units of 50 million euro (converted to local currency using SAP standard exchange rates). For purposes of these two Cloud Services, Revenues means Customer’s and its Affiliates’ total annual sales revenues for products or services which were generated using SAP Hybris Commerce Cloud, Configure, Price and Quote add-on in each trailing 12 month period, less VAT, delivery and any returns.

面向 SAP Hybris Commerce Cloud[Hybris 商务云]的 SAP Configure, Price and Quote[配置、价格和报价]产品配置扩展组件和面向 SAP Hybris Commerce Cloud[Hybris 商务云]的 SAP Configure, Price and Quote[配置、价格和报价]解决方案销售配置扩展组件的使用指标是收入，以 5,000 万欧元的倍数计算（使用 SAP 标准汇率转换成当地货币）。对于这两个云服务，收入是指客户及其关联企业在连续十二（12）个月期间内，使用面向 SAP Hybris Commerce Cloud[Hybris 商务云]的 SAP Configure, Price and Quote[配置、价格和报价]扩展组件生成的产品或服务的年销售收入总额，其中扣除增值税、交付成本以及任何退款。

**3.6** Customer has the option to obtain a subscription SAP Hybris Commerce Cloud surge event during the Subscription Term. The Usage Metric for SAP Hybris Commerce Cloud surge event is Cores, measured in units of four Cores.

在租用期限内，客户有权获得SAP Hybris Commerce Cloud[Hybris商务云]激增事件的租用。SAP Hybris Commerce Cloud[Hybris商务云]激增事件的使用指标是内核数，以四个内核的倍数计算。

**3.7** SAP Hybris Commerce Cloud includes the infrastructure resources set forth in the table below: SAP Hybris Commerce Cloud[Hybris商务云]包含下表规定的基础架构资源：

<b>VPNs</b> 虚拟专用网络 (VPN)	<b>1</b>	<b>Usage Metric = Tunnel</b> 使用指标 = 隧道
<b>Storage</b> 存储空间	<b>400</b>	<b>Usage Metric = GB</b> 使用指标 = GB
<b>Bandwidth</b> 带宽	<b>20</b>	<b>Usage Metric = Mbps</b> 使用指标 = Mbps

- 3.8** The amount of RAM and the number of servers SAP deploys for Customer's environment is determined by a sizing exercise based on SAP's reference architectures for the overall usage volume estimate provided by Customer. Customer may subscribe to optional additional storage (Usage Metric = GB), additional memory (Usage Metric = GB), additional bandwidth (Usage Metric = Mbps), additional MPLS (Usage Metric = Flat Fee per month) and servers (Usage Metric = Flat Fee per month). Servers are available in the following sizes: small (1 core, 4 GB RAM, 40 GB disk storage), medium (2 Cores, 8 GB RAM, 40 GB disk storage) and large (4 Cores, 16 GB RAM, 40 GB disk storage).

SAP为客户环境部署的RAM数量和服务器数量通过规模测定实践予以确定，且基于SAP针对客户提供的预计总使用量的参考架构而定。客户可以租用可选的额外存储空间（使用指标 = GB）、额外内存（使用指标 = GB）、额外带宽（使用指标 = Mbps）、额外MPLS（使用指标 = 每月固定费用）以及服务器（使用指标 = 每月固定费用）。服务器有以下几种规模：小型（1个内核、4 GB RAM、40 GB磁盘存储）、中型（2个内核、8 GB RAM、40 GB磁盘存储）和大型（4个内核、16 GB RAM、40 GB磁盘存储）。

## **4. CUSTOMER DATA**

### **客户数据**

#### **4.1. Customer Obligations/Responsibilities.**

##### **客户义务/责任。**

- (a) 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）。

- (b) For Standard and Professional editions of the Cloud Service, Customer will maintain the Cloud Service application framework on a currently supported version. Customer must determine which SAP-supplied software updates to apply to its environments. SAP will not manage Customer applications in the Cloud Service which are running on unsupported versions of the SAP Hybris software. The foregoing terms do not apply to SAP Hybris Merchandising, SAP Hybris Conversion, and SAP Jam Communities, edition for SAP Hybris solutions.

对于云服务的标准版和专业版，客户负责在目前支持的版本上维护云服务应用程序框架。客户应确定要在其环境中应用的 SAP 软件更新。SAP 不会在云服务中管理基于不受支持的 SAP Hybris 软件版本运行的客户应用程序。前述条款不适用于 SAP Hybris Merchandising[Hybris 推销]、SAP Hybris Conversion[Hybris 转换]和 SAP Jam Communities（SAP Hybris 解决方案版）[Jam 社区 SAP Hybris 解决方案版]。

- (c) For the Enterprise edition of the Cloud Service, Customer must upgrade the hosted SAP Hybris software annually to the latest version (from initial go live) as part of the included Platinum Upgrade Service.

对于云服务的企业版，作为所含铂金升级服务的一部分，从项目最初上线开始，客户必须每年将托管的 SAP Hybris 软件升级到最新版本。

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

**对客户数据的义务。**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在依据本条款规定删除任何客户数据（或第三方信息）时应通知客户。

**5. AVAILABILITY.** Except for SAP Hybris Conversion, SAP Hybris Merchandising and SAP Jam Communities, edition for Hybris solutions, 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:

**可用性。**除SAP Hybris Conversion[Hybris转换]、SAP Hybris Merchandising[Hybris推销]和SAP Jam Communities（SAP Hybris解决方案版）[Jam社区SAP Hybris解决方案版]之外，仅在明确说明的情况下，订购单中引用的“SAP云服务的服务水平协议”及GTC中的“SAP系统可用性保证”替换为以下内容：

**5.1 “Available” or “Availability”** means that in relation to the production environment of the Hosting Platform, the raw web page code (html or similar and excluding content, third party service calls and custom code developed by Customer or its implementation firm which can potentially increase page load times) loads to a user’s browser in three seconds or less as measured by the reporting tools within the SAP network) to Customer for 99.9% of the time (7x24) in any calendar month, excluding Scheduled Maintenance (or a change to the Managed Services) as specified in the SAP Hybris Commerce Cloud Services Description (“**Service Level Objective**”).

“可用”或“可用性”是指就与托管平台有关的生产环境而言，根据SAP网络向客户提供的报表工具评估，在任何一个日历月的99.9%的时间（7x24）中，原始网页代码（html或与之类似的代码，但不包括内容、第三方服务调用和由客户或其实施公司开发的可能增加网页加载次数的自定义代码）在三秒或更短时间内加载至用户的浏览器，但SAP Hybris Commerce Cloud[Hybris商务云]服务说明中所述的计划维护（或变更托管服务）除外（以下简称“服务水平目标”）。

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

若客户要执行任何可能影响云服务绩效的维护措施，则应按照 SAP Hybris Commerce Cloud[Hybris 商务云]服务说明的规定，通过 SAP 支持渠道向 SAP 提交消息，并提前十（10）天通知 SAP。

**5.3** In addition to the SLA warranty exclusions stated in the GTC, the Service Level Objective shall not apply to the Cloud Service to the extent any failure to achieve the Cloud Service Level Objective has been caused by a Surge Event for which Customer has not added sufficient infrastructure resources to its production environment.

除 GTC 中所述的排除在 SLA 保证之外的情况以外，如未达到云服务水平目标是因客户并未针对激增事件向其生产环境添加足够的基础架构资源而导致的，则服务水平目标也不适用于云服务。

**5.4** If Customer reasonably anticipates a Surge Event, it will give SAP a written notice (email acceptable) to SAP’s technical account manager at least thirty days in advance of the anticipated Surge Event. If Customer fails to give the Surge Event notice, the performance of the Cloud Service may be negatively affected unless Customer has included adequate resources in its Hosted Platform to support the level of usage associated with the Surge Event.

如客户基于合理预期认为将出现激增事件，客户应至少在出现预期激增事件之前的三十（30）天向 SAP 的技术客户经理发出书面通知（可通过电子邮件）。若客户未能针对激增事件给出通知，则云服务绩效可能会受到负面影响，除非客户为其托管平台提供了足够的资源来支持与激增事件有关的使用水平。

**5.5** SAP Hybris Merchandising, SAP Hybris Conversion and SAP Jam Communities, edition for SAP Hybris solutions are subject to Service Level Agreement for SAP Cloud Services and respective maintenance windows as referenced in the Order Form. The Supplemental Terms and Conditions for SAP Jam Communities apply to use of SAP Jam Communities, edition for Hybris Solutions and are found here: <https://www.sap.com/about/cloud-trust-center/cloud-service->

[level-agreements/cloud-services.html?tag=language:english&search=Supplement&sort=title\\_asc](https://www.sap.com/about/cloud-trust-center/cloud-service-level-agreements/cloud-services.html?tag=language:english&search=Supplement&sort=title_asc)

SAP Hybris Merchandising[Hybris 推销]、SAP Hybris Conversion[Hybris 转换]和 SAP Jam Communities (SAP Hybris 解决方案版) [Jam 社区 SAP Hybris 解决方案版]适用 SAP 云服务的服务水平协议及订单中引用的相应维护窗口。SAP Jam Communities[Jam 社区]的补充条款和条件适用于 SAP Jam Communities (SAP Hybris 解决方案版) [Jam 社区 SAP Hybris 解决方案版]的使用，补充条款和条件详见 [https://www.sap.com/about/cloud-trust-center/cloud-service-level-agreements/cloud-services.html?tag=language:english&search=Supplement&sort=title\\_asc](https://www.sap.com/about/cloud-trust-center/cloud-service-level-agreements/cloud-services.html?tag=language:english&search=Supplement&sort=title_asc)。

## 6. IMPLEMENTATION SERVICES.

实施服务。

- 6.1 Except for SAP Hybris Merchandising, SAP Hybris Conversion and SAP Jam Communities, edition for SAP Hybris solutions, 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. For SAP Hybris, Merchandising and SAP Hybris Conversion, deployment services as described in the SAP Hybris Commerce Cloud Services Description are required and subject to an Agreement and separate fee.

除 SAP Hybris Merchandising[Hybris 推销]、SAP Hybris Conversion[Hybris 转换]和 SAP Jam Communities (SAP Hybris 解决方案版) [Jam 社区 SAP Hybris 解决方案版]之外，客户负责雇佣实施公司为云服务的初始设置、配置和集成提供实施服务，并提供第一级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。对于 SAP Hybris Merchandising[Hybris 推销]和 SAP Hybris Conversion[Hybris 转换]，还需要 SAP Hybris Commerce Cloud[Hybris 商务云]服务说明中所述的部署服务，并需签署协议和单独付费。

- 6.2 SAP and Customer shall be free to use for any purpose the Residuals resulting from access to or work with Confidential Information disclosed in the performance of technical assistance services. The term “**Residuals**” shall mean information in non-tangible form, which may be retained by persons who have had access to the confidential information, including ideas, concepts, know-how or techniques contained herein. Neither SAP nor Customer shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of Residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party’s copyright or patents.

SAP 和客户均有权出于任何目的的自由使用因访问或使用提供技术协助服务时披露的保密信息而形成的残留信息。“**残留信息**”是指曾经接触过保密信息的人员可能会保留的无形信息，包括其中所含的想法、概念、专有知识和技术。SAP 和客户均没有义务限制或约束该等人员的指派，或为基于残留信息创作的任何作品支付特许权使用费。但是，前述内容不得视为向协议一方授予另一方版权或专利权下的许可。

7. **EXCLUDED SERVICES.** The following activities are not in scope of the Cloud Service:  
排除服务。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 except for SAP Hybris Merchandising, SAP Hybris Conversion and SAP Jam Communities, edition for SAP Hybris solutions;  
针对定制代码的支持服务（包括第一级服务台支持），SAP Hybris Merchandising[Hybris 推销]、SAP Hybris Conversion[Hybris 转换]和 SAP Jam Communities（SAP Hybris 解决方案版）[Jam 社区 SAP Hybris 解决方案版]除外；
- 7.3** Third party applications and third party web services (including credit card payment processing and SSL certificates);  
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）；
- 7.4** Applying software application upgrades and updates for SAP Hybris Commerce Cloud, except that the Enterprise Edition includes one technical platform upgrade (per year following initial go live) of the base solution of the SAP Hybris software as part of the Platinum Upgrade Service.  
应用 SAP Hybris Commerce Cloud[Hybris 商务云]的软件应用程序升级和更新，除非企业版包括作为铂金升级服务一部分的 SAP Hybris 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. DATA PRIVACY** The Personal Data Processing Agreement for SAP Cloud Services referenced in or attached to the Order Form does not apply to application support (except for SAP Hybris Merchandising, SAP Hybris Conversion and SAP Jam Communities, edition for SAP Hybris solutions), any third party applications, third party web services, or any Customer-specific code or modifications to the Cloud Service.  
**数据隐私。** 订购单中引用或随附的“SAP云服务的个人数据处理协议”不适用于应用程序支持（除了SAP Hybris Merchandising[Hybris推销]、SAP Hybris Conversion[Hybris转换]和SAP Jam Communities（SAP Hybris解决方案版）[Jam社区SAP Hybris解决方案版]）、任何第三方应用程序、第三方Web服务或任何客户专用代码或对云服务的修改。
- 9. SAP HYBRIS CONVERSION TERMS**  
**SAP HYBRIS CONVERSION[HYBRIS转换]条款**
- 9.1** SAP may place reasonable restrictions on the number of tag executions Customer is permitted to make to Customer websites/commerce channels to avoid tags that generate unusually high or unnecessary data traffic to the Cloud Service.  
SAP可以就允许客户对客户网站/商务渠道做出的标记执行的数量设置合理的限制，避免给云服务带来过高的或不必要的数据流量。
- 9.2** Upon termination of the Cloud Service Customer must, at its expense, remove and delete all Distributed Code and remove links to the Cloud Service on its websites/commerce channels. This obligation shall survive any expiration or termination of the Agreement.  
云服务终止时，客户必须自担费用，在其网站/商务渠道上移除和删除所有分发代码，并移除指向云服务的链接。该项义务在本协议到期或终止之后继续有效。
- 9.3** Customer may use existing integrations with an e-mail service provider (ESP) specified in the Documentation to send remarketing e-mail notifications. If Customer chooses to use an ESP for which SAP does not provide a standard integration, integration with such ESP is at Customer's expense.  
客户可使用与文档中规定的电子邮件服务提供商（ESP）的现有集成发送再营销电子邮件通知。若客户选择使用SAP未提供标准集成的ESP，则客户应当自行承担与该ESP的集成费用。
- 9.4** Customer Data is stored in the Cloud Service for 28 days, after which it is purged. Upon request by Customer made within 28 days after the effective date of termination of the Agreement, SAP will make available to Customer Data in a mutually agreed format. After such 28-day period, SAP shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, purge all Customer Data in SAP systems.



客户数据将在云服务中保留二十八（28）天，过后将予以清除。若客户在本协议终止生效日后的二十八（28）天内提出请求，则SAP将以双方约定的格式为客户提供客户数据。在上述二十八（28）天期限结束后，SAP不再承担保留和提供任何客户数据的义务，并会清除SAP系统中的所有客户数据，法律禁止清除的除外。