

SAP Hybris Sales Cloud and SAP Hybris Service Cloud
SAP Hybris Sales Cloud[Hybris销售云]和SAP Hybris Service Cloud[Hybris服务云]
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 SAP Hybris Sales Cloud and SAP Hybris Service Cloud product(s) for which Customer is subscribed (each 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，仅适用于客户租用的SAP Hybris Sales Cloud[Hybris销售云]和SAP Hybris Service Cloud[Hybris服务云]产品（每个产品为一个“云服务”）。

1. CLOUD SERVICE

云服务

- 1.1.** The Cloud Service is available in three editions: Standard, Professional and Enterprise, plus additional add-on services. The Cloud Service functionality delivered with the each edition is specified in the SAP Hybris Sales Cloud and Hybris Service Cloud Feature Specification document located at: <http://www.sap.com/corporate-en/about/our-company/policies/cloud/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功能在SAP Hybris Sales Cloud[Hybris销售云]和SAP Hybris Service Cloud[Hybris服务云]功能规格文档（见<http://www.sap.com/corporate-en/about/our-company/policies/cloud/service-specifications.html>）中予以说明。

- 1.2** Use of SAP Cloud Applications Studio (included in specified editions of the Cloud Service) is subject to the terms set forth in **Attachment 1** to this Supplement.

SAP Cloud Applications Studio[云应用程序工作室]（包含在特定的云服务版本中）的使用需遵守本补充附件1中所列的条款。

- 1.3** 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 Users may access each Test Tenant.

客户可以租用本文件中所述的测试租户（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。

- 1.4** SAP will provide storage for the Cloud Service up to ten gigabytes of disk storage space per User, not to exceed (a) 10 TB total storage for all Users, or (b) 250 million data records for all Users, whichever occurs first. Additional storage is available based on then-current pricing.

SAP 将针对云服务为每个用户提供最多 10 GB 的磁盘存储空间，且 (a) 为所有用户提供的总存储空间不超过 10 TB，或 (b) 为所有用户提供的数据记录数不超过 2.5 亿，两者以先发生者为准。可根据届时有效的定价获得额外的存储空间。

- 1.5** SAP Hybris Sales and Service Cloud, private edition includes a single production tenant within a dedicated multi-tenant system for single customer usage and customized maintenance windows.

SAP Hybris Sales Cloud（专用版）[Hybris 销售云专用版]和 SAP Hybris Service Cloud（专用版）[Hybris 服务云专用版]在专用多租户系统中为单个客户提供专用的生产租户，并对该租户采用定制的维护窗口。

- 1.6** 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。

- 1.7.** SAP Hybris Sales and Service Cloud, limited access includes the same functions as the Enterprise edition, but is limited to 400 dialogue steps per month. 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 Sales Cloud (有限访问版) [Hybris销售云有限访问版]和SAP Hybris Service Cloud (有限访问版) [Hybris服务云有限访问版]的功能与企业版相同, 但每个月仅限四百(400)个对话步骤。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. USAGE METRICS

使用指标

- 2.1.** The Usage Metric for the Cloud Service is Users. Users are individuals who are authorized to access the Cloud Service.

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。

- 2.2.** SAP Hybris Sales Cloud, 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 Sales Cloud, 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.

SAP Hybris Sales Cloud[Hybris销售云]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 Sales Cloud[Hybris销售云]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。

3. ADDITIONAL TERMS.

附加条款。

- 3.1 SAP Hybris Service Cloud.** SAP Hybris Service Cloud 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.

SAP Hybris Service Cloud[Hybris服务云]。SAP Hybris Service Cloud[Hybris服务云]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。

- 3.2 SAP Jam Collaboration, enterprise edition.** SAP Jam Collaboration, enterprise edition is included in the Professional and Enterprise editions of the Cloud Service solely for use in conjunction with the Cloud Service, and use is subject to the maintenance windows for SAP Jam Collaboration, enterprise edition and the Supplemental Terms for SAP Jam Collaboration located at www.sap.com/agreements-cloud-supplement.

SAP Jam Collaboration (企业版) [Jam协作企业版]。SAP Jam Collaboration (企业版) [Jam协作企业版]包含在云服务的专业版和企业版中, 只能与云服务结合使用, 且其使用受SAP Jam Collaboration (企业版) [Jam协作企业版]维护窗口和SAP Jam Collaboration[Jam协作]补充条款(位于www.sap.com/agreements-cloud-supplement)的制约。

- 3.3 Integration Component.** If downloaded, the integration component made available by SAP with the Cloud Service may only be used with the Cloud Service. Customer is responsible for the security of the integration component and the System Availability SLA does not apply to it.
集成组件。下载后, 由SAP随云服务提供的集成组件只能与云服务一同使用。客户负责集成组件的安全性, 且系统可用性SLA不适用于集成组件。

- 3.4 Google Maps Service (“GM Service”).** If 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 the 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.

Google Maps服务（以下简称“GM服务”）。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服务即表示客户接受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。

3.5 SAP Hybris Sales Cloud, imaging intelligence add on SAP Hybris Sales Cloud[Hybris 销售云]图像智能扩展组件

(a) Customer may not upload any images containing personal data (including photographs of any natural person) or otherwise transmit any personal data to SAP Hybris Sales Cloud, 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 Sales Cloud, 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）或以其他方式将任何个人数据传输至 SAP Hybris Sales Cloud[Hybris 销售云]图像智能扩展组件。因此，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 Sales Cloud[Hybris 销售云]图像智能扩展组件。

(b) The System Availability SLA for SAP Hybris Sales Cloud, imaging intelligence add on is 95.0% per month. 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 Sales Cloud, imaging intelligence add on.

SAP Hybris Sales Cloud[Hybris 销售云]图像智能扩展组件的系统可用性 SLA 为每个月 95.0%。只有 SAP 云服务的服务水平协议中针对欧洲、中东和非洲（EMEA）地区（UTC+1）规定的云服务维护窗口适用于 SAP Hybris Sales Cloud[Hybris 销售云]图像智能扩展组件。

Attachment 1
to
SAP Hybris Sales Cloud and Hybris Service Cloud
SAP Hybris Sales Cloud[Hybris销售云]和SAP Hybris Service Cloud[Hybris服务云]
Supplemental Terms and Conditions
补充条款和条件之附件1
Terms for use of SAP Cloud Applications Studio
SAP Cloud Applications Studio[云应用程序工作室]使用条款

1. USE RIGHTS

使用权利

- 1.1** SAP grants to Customer a non-exclusive, limited license for Authorized Users to use the Cloud Applications Studio and its Documentation to develop and test the Customer Solution. The SAP Cloud Service may only be enhanced to create the Customer Solution using the Cloud Application Studio. The Customer Solution will not be further distributed or licensed.
SAP 授予客户一项非独占的有限使用许可，允许客户的授权用户使用 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。SAP 云服务仅可使用 SAP Cloud Applications Studio[云应用程序工作室]进行增强，以创建客户解决方案。客户解决方案不得进一步分销或许可。
- 1.2** SAP and its Affiliates are permitted to independently develop and modify the Cloud Service in any way, and create new products and services, including those that are similar or comparable to the Customer Solution.
SAP 及其关联企业可以采用任何方式独立开发和修改云服务，并创建新的产品和服务，包括与客户解决方案类似或相当的解决方案。

2. SAP OBLIGATIONS.

SAP 的义务。

- 2.1** SAP will allow Customer to incorporate the Customer Solution into Customer's Cloud Service environment.
SAP 允许客户将客户解决方案纳入客户的云服务环境中。
- 2.2** Customer grants to SAP a non-exclusive license to operate and support the Customer Solution.
客户授予 SAP 运维和支持客户解决方案的非独占许可。
- 2.3** Except as expressly set forth in this Attachment 1, SAP is not responsible for the Customer Solution.
除非本附件 1 中明确规定，否则 SAP 对客户解决方案概不负责。

3. CUSTOMER OBLIGATIONS

客户义务

- 3.1** Customer will ensure that the Customer Solution remains compatible and interoperable with the Cloud Service.
客户应确保客户解决方案始终能与云服务兼容和互操作。
- 3.2** Customer will defend SAP against claims brought against SAP, SAP SE, its Affiliates and subcontractors by any third party related to Customer Solution. Customer will indemnify SAP against all damages finally awarded against SAP, SAP SE, its Affiliates and subcontractors (or the amount of any settlement Customer enters into) with respect to these claims.
对于任何第三方就客户解决方案对 SAP、SAP SE、其关联企业和分包商提起的索赔，客户应为 SAP 提供抗辩。客户应就此类索赔作出的终审判决对 SAP、SAP SE、其关联企业和分包商造成的损失（或客户达成的任何和解金额）对 SAP 进行补偿。
- 3.3** Customer is required to have at least one additional test tenant when using Cloud Applications Studio.
使用 SAP Cloud Applications Studio[云应用程序工作室]时，客户需要具备至少一个额外的测试租户。

- 4. INTELLECTUAL PROPERTY RIGHTS.** Customer owns the intellectual property rights to the portions of the Customer Solution that it develops, excluding the Cloud Service, Cloud Materials, and SAP pre-existing materials and any derivative works thereto.

知识产权。客户拥有客户解决方案中所开发部分的知识产权，但云服务、云材料和 SAP 先前存在的材料以及任何衍生作品除外。

- 5. ADDITIONAL TERMS.** The Customer Solution must not: (i) unreasonably impair, degrade or reduce the performance or security of the SAP Cloud Service 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 Service or the Cloud Applications Studio to which such users are not properly licensed; or (iii) render or provide, without written consent from SAP, any information concerning SAP products.

附加条款。客户解决方案：(i) 不得不合理地削弱、降低或减少 SAP 云服务或 SAP Cloud Applications Studio[云应用程序工作室]的性能或安全性；(ii) 不得绕过或规避 SAP 许可限制和/或向未获得相应许可的用户提供 SAP 云服务或 SAP Cloud Applications Studio[云应用程序工作室]的访问权限；(iii) 未经 SAP 书面同意，不得提供有关 SAP 产品的任何信息。

6. DEFINITIONS

定义

- 6.1** "APIs" means SAP's application programming interfaces, as well as other commands or instructions provided under this Agreement, that allow other software products to communicate with or call on the Cloud Service or the Cloud Applications Studio provided under this Agreement.

"API"是指 SAP 的应用程序编程接口以及本协议下提供的允许其他软件产品与本协议下提供的云服务或 SAP Cloud Applications Studio[云应用程序工作室]进行通信或调用的其他命令或指令。

- 6.2** "Cloud Applications Studio" means the SAP development environment to which SAP grants Customer use rights for development of the Customer Solution.

"SAP Cloud Applications Studio[云应用程序工作室]"是指 SAP 开发环境，SAP 授予客户该环境的使用权利，允许其使用该环境开发客户解决方案。

- 6.3** "Customer Solution" means a solution developed or packaged by Customer using the Cloud Applications Studio that adds new and independent functionality beyond that provided by the SAP Cloud Solution or that connects via APIs.

"客户解决方案"是指客户利用 SAP Cloud Applications Studio[云应用程序工作室]开发或打包的解决方案，此类解决方案会在 SAP 云解决方案提供的功能以外新增独立的功能，或者通过 API 与 SAP 云解决方案进行连接。