SAP Omnichannel Point-of-Sale by GK SAP Omnichannel Point-of-Sale by GK [全渠道销售点]

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 Omnichannel Point-of-Sale by GK**, including any optional services described below **(the "Cloud Service")**. Any documents referenced in this Supplement are available upon request.

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 Omnichannel Point-of-Sale by GK [全渠道销售点],包括下文所述的任何可选服务(以下简称"云服务")。本补充中引用的任何文档均根据请求予以提供。

1. CLOUD SERVICE

云服务

1.1. **Cloud Service**. The Cloud Service provides a suite of solutions to support retailers to transact with consumers in a brick and mortar environment (typically B2C).

云服务。云服务提供一套解决方案,支持零售商在实体环境(通常为 B2C)中与消费者进行交易。

1.2. Options. SAP Omnichannel Point-of-Sale by GK is available in one edition with the following options:

选项。SAP Omnichannel Point-of-Sale by GK [全渠道销售点]在一个版本中提供以下几种选项:

- SAP Omnichannel Point-of-Sale by GK, cloud edition (mandatory);
 SAP Omnichannel Point-of-Sale by GK (云版本) [全渠道销售点云版本] (必选);
- SAP Omnichannel Point-of-Sale by GK, cloud edition, additional devices (optional);
 SAP Omnichannel Point-of-Sale by GK(云版本)附加设备选项[全渠道销售点云版本附加设备选项](可选):
- SAP Omnichannel Point-of-Sale by GK, cloud edition, additional documents (optional);
 SAP Omnichannel Point-of-Sale by GK (云版本) 附加文档选项[全渠道销售点云版本附加文档选项] (可选);
- SAP Omnichannel Point-of-Sale by GK, cloud edition, storage (optional);
 SAP Omnichannel Point-of-Sale by GK (云版本) 存储选项[全渠道销售点云版本存储选项] (可选);
- SAP Omnichannel Point-of-Sale by GK, cloud edition, add-on for self-scanning (optional).
 SAP Omnichannel Point-of-Sale by GK (云版本) 自扫描扩展组件[全渠道销售点云版本自扫描扩展组件] (可选)。

2. FEES

费用

2.1. Definitions.

定义。

"Contract Year" means as period of one (1) calendar year, beginning on the date the Cloud Service starts to be provided which is mentioned in the Order Form, plus each anniversary of such date during the term of the Agreement.

"合同年"是指自订购单中提及的云服务开始提供之日起一(1)个日历年的期限,以及协议期限内该日期的每个周年。

- "Object" Object is a data object, representing any physical object, managed via the Cloud Service. For this Cloud Service, devices on which this Cloud Service operates are counted and objects are number of stores.
- "对象"是指数据对象,表示通过云服务管理的任何实体对象。对本云服务而言,包括运营此云服务的设备,且对象是指门店数量。
- "Document" Document is a record of commercial transactional data managed via the Cloud Service. For this Cloud Service such as a completed sales transaction, a calculated basket created by API usage and/or transactions that modify inventory value or levels, processed by the Cloud Service.
- **"凭证"**是指通过云服务管理的商业交易数据的记录。对本云服务而言,是指云服务处理的对象,如已完成的销售交易、使用 API 创建的计算篮子和/或修改库存值或库存水平的交易。
- "Item" means retail articles available in the Cloud Service.
- "物品"是指云服务中提供的零售商品。
- **"Storage"** means a block of storage capacity for storing data created by the Cloud Service. Storage is sold in block of capacity consisting of a 500 GB managed database, 8 Cores, and 20GB RAM.
- **"存储空间"**是指用于存储云服务创建的数据的存储容量块。存储空间按容量块出售,一个容量块由 500 GB 托管数据库、8 个内核和 20 GB RAM 组成。
- 2.2. **SAP Omnichannel Point-of-Sale by GK, cloud edition.** The Cloud Service is provided in a customer-specific instance with one (1) productive and one (1) non-productive environment. The included data entitlement is up to two-hundred (200) Objects, two-hundred-thousand (200,000) Items per store and six-million (6,000,000) Documents with a storage retention period of thirty-five (35) days per Document. The data entitlement for SAP Omnichannel Point-of-Sale by GK, cloud edition is measured based upon each Contract Year. Usage beyond the data entitlement included with SAP Omnichannel Point-of-Sale by GK, cloud edition requires the purchase of one of the optional services listed in 1.2 above.
 - SAP Omnichannel Point-of-Sale by GK(云版本)[全渠道销售点云版本]。云服务在具有一(1)个生产环境和一(1)个非生产环境的客户特定实例中提供。包含的数据权限最多为二百(200)个对象、每家门店二十万(200,000)个物品和六百万(6,000,000)个凭证,每个凭证的存储保留期为三十五(35)天。SAP Omnichannel Point-of-Sale by GK(云版本)[全渠道销售点云版本]的数据权限基于每个合同年进行计算。如果使用超出 SAP Omnichannel Point-of-Sale by GK(云版本)[全渠道销售点云版本]随附的数据权限,则需购买上文第 1.2 节列出的一项可选服务。
- 2.3. **SAP Omnichannel Point-of-Sale by GK, cloud edition, additional devices.** Customer may purchase an option for additional Objects. However, if during a Contract Year the number of Objects used by Customer exceeds the Objects entitlement included with SAP Omnichannel Point-of-Sale by GK, cloud edition, Customer must purchase such option to cover such additional Objects.
 - SAP Omnichannel Point-of-Sale by GK(云版本)附加设备选项[全渠道销售点云版本附加设备选项]。客户可以购买附加对象选项。但是,如果在一个合同年内,客户使用的对象数量超过 SAP Omnichannel Point-of-Sale by GK(云版本)[全渠道销售点云版本]随附的对象权限,客户必须购买该选项确保此类附加对象数量涵盖在内。
- 2.4. **SAP Omnichannel Point-of-Sale by GK, cloud edition, additional documents.** Customer may purchase an option for additional Documents. However, if during a Contract Year the number of Documents generated by Customer exceeds the Documents entitlement included with SAP Omnichannel Point-of-Sale by GK, cloud edition, Customer must purchase the such option to cover such additional Documents.
 - SAP Omnichannel Point-of-Sale by GK(云版本)附加凭证选项[全渠道销售点云版本附加凭证选项]。客户可以购买附加凭证选项。但是,如果在一个合同年内,客户生成的凭证数量超过 SAP Omnichannel Point-of-Sale by GK(云版本)[全渠道销售点云版本]随附的凭证权限,客户必须购买该选项确保此类附加凭证数量涵盖在内。

- 2.5. **SAP Omnichannel Point-of-Sale by GK, cloud edition, storage**. Customer may purchase an option for additional Storage. However, if during a Contract Year Customer's Storage use exceeds the Storage entitlement (measured by a metric other than Objects or Documents) included with SAP Omnichannel Point-of-Sale by GK, cloud edition, Customer must purchase such option to cover such additional Storage.
 - SAP Omnichannel Point-of-Sale by GK(云版本)存储选项[全渠道销售点云版本存储选项]。客户可以购买附加存储选项。但是,如果在一个合同年内,客户使用的存储空间超过 SAP Omnichannel Point-of-Sale by GK(云版本)[全渠道销售点云版本]随附的存储权限(根据除对象或凭证之外的指标计算),客户必须购买该选项确保此类附加存储空间涵盖在内。
- 2.6. **SAP Omnichannel Point-of-Sale by GK, Cloud Edition, add-on for self-scanning.** SAP Omnichannel Point-of-Sale by GK, cloud edition, add-on for self-scanning extends the capabilities of SAP Omnichannel Point-of-Sale by GK, Cloud Edition with self-scanning capabilities.

SAP Omnichannel Point-of-Sale by GK(云版本)自扫描扩展组件[全渠道销售点云版本自扫描扩展组件]。 SAP Omnichannel Point-of-Sale by GK(云版本)自扫描扩展组件[全渠道销售点云版本自扫描扩展组件]通过自扫描功能扩展 SAP Omnichannel Point-of-Sale by GK(云版本)[全渠道销售点云版本]的功能。

3. ADDITIONAL TERMS

附加条款

3.1. **New Versions and Updates.** New versions of the Cloud Service will be provided based on availability. In alignment with Customer, but at least once within twelve (12) months, a new version of the Cloud Service will be provisioned to Customer. Customer is responsible for testing and piloting of upgrades and new versions of the Cloud Service. Security updates for the Cloud Service infrastructure are mandatory and will be applied automatically. Security update for the Cloud Service applications will be applied in alignment with the customer.

新版本和更新。新版本的云服务将基于可用性予以提供。根据客户要求提供,但在十二(**12**)个月内向客户提供至少一次新版本的云服务。客户负责测试和试用云服务的升级版本和新版本。云服务基础架构的安全更新是强制性的,将自动应用。云服务应用程序的安全更新将根据客户要求应用。

- 3.2. **Configuration and Customization**. Operation of customer-specific extensions and adaptations to the central (cloud) components of the Cloud Service is Customer's sole responsibility. Customer is also responsible for providing additional environments for the development, testing and piloting of such customer-specific extensions and adaptations.
 - **配置和定制**。客户全权负责对云服务中央(云)组件进行客户特定扩展和调整。客户还负责为开发、测试和 试用此类客户特定的扩展和调整程序提供额外环境。
- 3.3. Software Installation. Customer may be required to download certain software and install such software on point-of-sale devices and peripherals to enable integration with the Cloud Service. Customer is responsible for installing the software in accordance with the Documentation and applying all updates and patches to the software provided. The software supports the operating system and database management systems described in SAP Note 2938296. Customer may not install or use the software or updates and patches on any other infrastructure.

软件安装。客户可以下载某些软件并将此类软件安装在销售点设备及外围设备上,以实现与云服务的集成。客户负责按照文档说明安装软件并应用提供的所有软件更新和补丁。该软件支持 <u>SAP Note 2938296</u> 中规定的操作系统和数据库管理系统。客户不得在任何其他基础架构上安装或使用该软件或更新和补丁。

4. EXCLUDED SERVICES

排除服务

Implementation services in general (including provisioning, initial setup, configuration, customization and integration of the Cloud Service) and Support Services (including first level help desk support) for custom

code, third party applications and third-party web services (including credit card payment processing and SSL certificates) are not included in the Cloud Service Delivery.

云服务交付中不包括针对自定义代码、第三方应用程序和第三方 Web 服务(包括信用卡付款处理和 SSL 证书)的常规实施服务(包括云服务的配置、初始设置、配置、定制和集成)和支持服务(包括第一级服务台支持)。

5. SOFTWARE DEVELOPMENT KIT (SDK)

软件开发工具包(SDK)

5.1. SAP may make available SDKs for download by Customer. SAP grants Customer a non-exclusive license to the SDKs solely for use with the Cloud Service in accordance with and during the term of the Agreement. Any use or customization of the SDKs is limited to use in support of Customer's internal business operations. Customer is expressly prohibited from using the SDKs to modify or customize any other software from SAP, Customer or any third party. Any other use of the SDKs is subject to a separate written agreement with SAP and may be subject to a fee.

SAP 可以提供 SDK 供客户下载。SAP 授予客户 SDK 的非独占许可,但仅限于依据协议规定且在协议期限内与云服务一同使用。SDK 的任何使用或定制仅限用于支持客户的内部业务运营。明令禁止客户使用 SDK 修改或定制由 SAP、客户或任何第三方提供的任何其他软件。对 SDK 的任何其他使用均需与 SAP 另行签订书面协议,且可能需要付费。

5.2. The SDKs are not part of the Cloud Service subscription, but are provided free of charge, at no additional license or support fee due to SAP, "AS-IS" without warranty of any kind. SAP does not offer and is not obligated to provide SAP Support for the SDKs.

SDK 不属于云服务订阅的一部分,而是免费提供,此 SDK 按"原样"提供,无需另行向 SAP 支付任何许可费用或支持费用,亦不附带任何形式的担保。SAP 不提供且没有义务为 SDK 提供 SAP 支持。

5.3. The SDKs and any modifications and/or enhancements to the SDKs and/or the Cloud Service, and all intellectual property rights embodied in the foregoing, shall be the sole and exclusive property of SAP, SAP SE (the parent company of SAP) or its or their licensors. No further rights are granted to Customer under this Agreement regarding the SDKs.

SDK 和对 SDK 和/或云服务的任何修改和/或增强,以及其中包含的所有知识产权,均应为 SAP、SAP SE (SAP 的母公司)或其许可方的唯一专有财产。本协议未向客户授予与 SDK 相关的其他任何权利。

5.4. Customer confirms that it has access to SAP Download Center as required to download the SDKs licensed under this Agreement.

客户确认其对 SAP 下载中心拥有访问权限,能够下载本协议项下许可的 SDK。