# SAP SuccessFactors HCM Suite SAP SuccessFactors HCM Suite[SuccessFactors人力资本管理套件] 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 SuccessFactors HCM Suite (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 SuccessFactors HCM Suite[SuccessFactors人力资本管理套件](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 SAP may use Customer Data for developing and distributing benchmarks and similar reports and databases therefrom so long as SAP (a) first removes all references to Customer and any personal information of an Authorized User included in the Customer Data; (b) presents such Customer Data in the form of aggregate benchmarks; and (c) generates and publishes benchmarks only when such benchmarks include data from at least seven (7) other organizations.

SAP 可出于开发和分配基准、相似的报告和数据库之目的,使用客户数据,前提是 SAP 应 (a) 先删除客户数据中对客户及任何授权用户个人信息的引用; (b) 以汇总基准的形式呈现此类客户数据; 且 (c) 仅当此类基准至少包含七(7)家其他机构的数据时,才能生成并公布基准测试。

1.2 Packages ("Packages") consist of several SAP products ("Products") and some Products consist of several SAP modules. Packaged pricing for the Cloud Service, if applicable, will not be disaggregated and Customer shall not be entitled to credits, swaps or other concessions associated therewith. Packages and Products do not include any new products or modules that may be released after the Effective Date of the applicable Order Form. Package and Product descriptions are set forth in Appendix 1.

软件包(以下简称"软件包")由若干 SAP 产品(以下简称"产品")组成,而某些产品由若干 SAP 模块组成。云服务打包定价(如适用)将不能分解,客户无权要求抵免、交换或与此相关的其他特权。软件包和产品不包括适用订购单生效日期之后发行的任何新产品或模块。软件包和产品描述在附件 1 中予以规定。

1.3 Not all content is available in each language but that language packs may only provide translations for the text strings used in the software system interface, not the content such as goals wizards texts and the like.

并非所有内容均提供各种语言版本,语言包可能仅提供软件系统界面中使用的文本字符串翻译,而不是诸如目标向导文本之类的内容。

An Enterprise Language Pack ("ELP"), which is included with Customer's subscription for so long as Customer continues to subscribe to the Cloud Service, includes language packs that SAP presently and in the future makes generally available thereunder. Access to and delivery of any future language packs will occur only when such language packs are made generally available to all customers. Implementation service fees set forth in an Order Form, if any, are only for those language packs Customer has initially selected for implementation. Implementation of any additional language packs will result in additional service fees, which fees will be documented in an additional Order Form or addendum. For clarity, ELP is not included with subscriptions to SAP Jam, Employee Central Payroll, Perform & Reward for Small Business, SuccessFactors Employee Central Service Center or SAP HANA Cloud Platform, extension package for SuccessFactors.

企业语言包(以下简称"ELP")包含在客户的服务租用范围内,并包括 SAP 目前和未来依据本协议普遍提供的语言包,但前提是客户连续租用云服务。仅在未来向客户普遍提供语言包时,才能访问和交付任何此类语言包。订购单中规定的实施服务费(若有)仅适用于客户最初选定实施的语言包。实施任何其他语言包会产生附加服务费,该费用将在附加的订购单或附录中予以记载。特此澄清,ELP 不包括在对 SAP Jam、SAP SuccessFactors Employee Central

Payroll[SuccessFactors 员工中心薪资核算]、针对小型企业的 SAP SuccessFactors Perform & Reward[SuccessFactors 绩效和奖励]、SAP SuccessFactors Employee Central Service Center[SuccessFactors 员工中心服务中心]或 SAP HANA Cloud Platform[HANA 云平台]SuccessFactors 扩展包的租用范围内。

**1.4** If Customer subscribes to Lominger, the following shall apply: 若客户租用 Lominger 相关服务,则以下情况应适用:

Lominger Limited, Inc. ("Lominger") content provided under an Order Form is a third party product that will be subject to the separate terms and conditions set forth below. SAP disclaims any responsibility for such third party product. Lominger owns all rights in the titles and text, including all updates, revisions, and upgrades thereto, of the Lominger products known as (a) The Leadership Architect® Sort Cards 04.1b-INTL English; (b) The Leadership Architect® Competency Aspects v02.1a – English; (c) FYI For Your Improvement™ – 4th Edition – English; and (d) 10 Universal Performance Dimensions Titles and Definitions (collectively the "Lominger Provided Content"). Such Lominger Provided Content is subject to the following conditions:

依据订购单提供的 Lominger Limited Inc. (以下简称 "Lominger") 内容为第三方产品,受下文所述的单独条款和条件的约束。SAP 对此类第三方产品不负任何责任。Lominger 拥有以下 Lominger 产品的标题和文本(包括其所有更新、修订和升级)的所有权: (a) The Leadership Architect® Sort Cards 04.1b-INTL(英文版); (b) The Leadership Architect® Competency Aspects v02.1a(英文版); (c) FYI For Your Improvement™第四版(英文版); 及 (d) 10 Universal Performance Dimensions Titles and Definitions(以下统称"Lominger 提供的内容")。此类 Lominger 提供的内容受到以下条件的制约:

Customer's use of the Lominger Provided Content shall not extend outside of the Cloud Service other than in material specifically used in the context of training around the Cloud Service. In the event Customer wishes to use the Lominger Provided Content for any other purpose, in any form, or create any derivatives thereof, Customer shall enter into a separate license agreement with Lominger for such extended use of the Lominger Provided Content.

客户不得在云服务之外使用 Lominger 提供的内容,但在与云服务相关的培训中使用材料的情况除外。若客户希望出于其他任何目的以任何形式使用 Lominger 提供的内容,或据此创建衍生作品,客户应针对此类扩展使用与Lominger 签署单独的许可协议。

The Lominger Provided Content contains the proprietary works of Lominger and is deemed Confidential Information. Customer will not allow the Lominger Provided Content to be disclosed, copied by, or otherwise transferred to any person or entity outside of Customer. The Lominger Provided Content is for Customer's use in certain SAP modules, as made generally available by Lominger, may only be used within the Cloud Service and may not be edited.

Lominger提供的内容包含Lominger的专有作品,且应被视为机密信息。客户不得向除客户之外的任何人士或实体披露、复制或以其他方式传输Lominger提供的内容。Lominger提供的内容仅供客户在由Lominger普遍提供的特定 SAP模块中使用,且仅可在云服务中使用,同时不得对其进行编辑。

1.5 The Cloud Service may be accessed by Authorized Users through a mobile application obtained by Authorized Users via third-party websites (e.g.: Android or Apple app store). The use of such mobile applications is governed by the terms and conditions presented to the Authorized User upon download/access to the mobile application and not by the terms of the Agreement. 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.

授权用户可以通过其经第三方网站(如,安卓或苹果应用商店)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授权用户在下载/访问该移动应用程序时出现的条款和条件的约束,而不受到本协议条款的约束。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概不负责。

### 2. FEES

费用

2.1 Authorized User Usage Metric. "Authorized Users" shall, in addition to that set forth in the Agreement, also include Customer's and its Affiliates' employees and Business Partners whose information is stored on the Cloud Service and who have an active profile/status against which the Cloud Service is processing transactions. Pricing for the SAP SuccessFactors Advanced Learning Package, SAP SuccessFactors Perform & Reward Package, SAP SuccessFactors Performance & Goals Product, SAP SuccessFactors Compensation Product, SAP SuccessFactors Succession & Career Development Product, SAP SuccessFactors Learning Product, SAP SuccessFactors Validated Learning Product, SAP SuccessFactors Employee Central Product, Employee Central Payroll Product, SAP Jam Product and Perform & Reward for Small Business, is based on Authorized Users.

授权用户使用指标。除协议规定外,"授权用户"还应包括客户及其关联企业的员工和云服务中存有其信息及拥有依据其通过云服务处理事务的有效配置文件/状态的业务伙伴。SAP SuccessFactors Advanced Learning[SuccessFactors 高级学习]包、SAP SuccessFactors Perform & Reward[SuccessFactors 绩效和奖励]包、SAP SuccessFactors Performance & Goals[SuccessFactors 绩效和目标]产品、SAP SuccessFactors Compensation[SuccessFactors 薪酬]产品、SAP SuccessFactors Successfactors 是 Career Development[SuccessFactors 继任与职业发展]产品、SAP SuccessFactors Learning [SuccessFactors 学习]产品、SAP SuccessFactors Validated Learning[SuccessFactors 验证性学习]产品、SAP SuccessFactors Employee Central Payroll[SuccessFactors 员工中心]产品、SAP Jam 产品及针对小型企业的 SAP SuccessFactors Perform & Reward[SuccessFactors 绩效和奖励]基于授权用户进行定价。

2.2 Employee Usage Metric. "Employees" means the number of Customer's (and its participating Affiliates') total employee population. Pricing for the SAP SuccessFactors Talent Management Package, SAP SuccessFactors Enterprise Package, SAP SuccessFactors Onboarding, SAP SuccessFactors Recruiting Execution Product, SAP SuccessFactors Recruiting Marketing Product, SAP SuccessFactors Recruiting Management Product, SAP SuccessFactors Workforce Analytics & Planning Product, SAP SuccessFactors Workforce Planning Product, SAP SuccessFactors Workforce Analytics Product, SuccessFactors Employee Central Service Center and SAP HANA Cloud Platform, extension package for SuccessFactors, is based on Users.

**员工使用指标。"员工数**"是指客户(及其参与的关联企业)的员工总数。SAP SuccessFactors Talent Management Suite[SuccessFactors 人才管理套件]、SAP SuccessFactors Enterprise[SuccessFactors 企业]包、SAP SuccessFactors Onboarding[SuccessFactors 入职]、SAP SuccessFactors Recruiting Execution [SuccessFactors 招聘执行]产品、SAP SuccessFactors Recruiting Marketing [SuccessFactors 招聘营销]产品、SAP SuccessFactors Recruiting Management[SuccessFactors 招聘管理]产品、SAP SuccessFactors Workforce Analytics & Planning[SuccessFactors 劳动力分析与计划]产品、SAP SuccessFactors Workforce Planning[SuccessFactors 劳动力计划]产品、SAP SuccessFactors 劳动力分析]产品、SAP SuccessFactors Employee Central Service Center[SuccessFactors 员工中心服务中心]产品及 SAP HANA Cloud Platform[HANA 云平台]SuccessFactors 扩展包基于用户数进行定价。

2.3 For purposes of calculating pricing, Authorized Users or Employees, as applicable, shall exclude (a) individuals who do not have an active profile/status on the Cloud Service; (b) external candidates using the Recruiting Management Cloud Service or Recruiting Marketing Cloud Service to respond to employment opportunities; and (c) external raters using the 360 Degree Reviews Cloud Service to perform reviews.

为了计算定价,授权用户或员工(如适用)应不包括 (a) 在云服务中没有有效的配置文件/状态的个人; (b) 使用招聘管理云服务或招聘营销云服务响应就业机会的外部人选; (c) 使用 360 度考核云服务进行考核的外部考评人员。

3. **SERVICE SPECIFIC ADDITIONAL TERMS**. The terms below apply solely to the identified Cloud Services and prevail over any conflicting terms in the Agreement.

**服务特定的附加条款**。下述条款仅适用于指定的云服务,且协议中出现任何冲突条款时,应以下列条款为准。

### 3.1 Jam Cloud Service

Jam 云服务

- (a) "User Content" means information that is uploaded to the Jam Cloud Service by Authorized Users. User Content shall be considered Customer Data.
  - "用户内容"是指授权用户向 Jam 云服务中上传的信息。用户内容应视为客户数据。
- (b) User Content Disclaimer. If SAP is notified by an Authorized User or an owner of User Content that the User Content allegedly infringes its rights, SAP may investigate the allegation (including by consulting with Customer) and determine in good faith and in its reasonable discretion whether to remove the User Content, which it may do after providing Customer with prior notice regarding such removal within a reasonable time in light of the circumstances. SAP has no obligation to monitor User Content and interactions between Authorized Users or Customer and its Authorized Users. Customer shall take down any and all User Content of which it becomes aware that is infringing in a prompt manner or promptly notify SAP to do so. 用户内容免责声明。 若某授权用户或用户内容所有者向 SAP 发出通知,声称用户内容侵犯其权利,则 SAP 可对声称进行调查(包括向客户咨询),并善意合理地判断是否删除该用户内容。SAP 可在合理时间内酌情就删除事宜事先通知客户后再进行删除。SAP 没有义务监控用户内容及授权用户或客户与其授权用户之间的互动。客户应立即撤销或立即通知 SAP 撤销客户发现的任何侵权的用户内容。
- **(c) Storage.** The following Gigabyte (GB) storage limits apply to the Jam Cloud Service:

存储。 以下千兆字节 (GB) 存储限制适用于 Jam 云服务。

SAP Jam, basic edition: 2 GB per instance

SAP Jam (基础版) [Jam 基础版]: 2GB/实例

SAP Jam, advanced edition: 100 GB per instance

SAP Jam (高级版) [Jam 高级版]: 100GB/实例

SAP Jam, advanced plus edition: 200 GB per instance

SAP Jam (高级版 plus) [Jam 高级版 plus]: 200GB/实例

SAP Jam, enterprise edition: 1000 GB per instance

SAP Jam(企业版) [Jam 企业版]: 1000GB/实例

If subscribed to, "Jam Collaboration, data storage add-on additional storage" entitles Customer to the specified additional units of storage set forth in the applicable Order Form. One unit of storage equals five hundred (500) GBs.

如租用 "SAP Jam Collaboration(数据存储扩展组件)[Jam 协作数据存储扩展组件]额外存储空间",客户有权使用适用订购单中规定的指定额外存储空间单元。一个存储空间单元等于五百(500)GB。

### 3.2 Recruiting Marketing (RM) Cloud Service

招聘营销(RM)云服务

(a) Definitions.

定义。

- (i) "Candidate Information" means personal data and personally identifiable information associated with potential candidates, including, but not limited to, name and email address.

  Candidate Information shall be considered Customer Data.
  - "申请人信息"是指与潜在申请人相关的个人数据和个人可识别信息,包括但不限于姓名和电子邮件地址。申请人信息应视为客户数据。
- (ii) "Customer Content" means graphics, branding and job requisition content made available by Customer to SAP. Customer Content shall be considered Customer Data.
  - "客户内容"是指客户向 SAP 提供的图片、商标和招聘需求内容。客户内容应视为客户数据。
- (iii) "Recruiting Dashboard" means the on-line tool included with the RM Cloud Service that provides Customer with reports and metrics.
  - "招聘仪表盘"是指为客户提供报告和指标的 RM 云服务所包括的在线工具。
- **(b) Customer Content.** In connection with the RM Cloud Service, Customer will make Customer Content available to SAP. The RM Cloud Service requires access to Customer Content from Customer's

career site and/or Applicant Tracking System ("ATS"), therefore Customer is responsible for ensuring that SAP has daily access to Customer Content, and Customer will provide SAP with at least two weeks' written notice of any modifications to Customer's career site or ATS.

客户内容。 与 RM 云服务有关时,客户将向 SAP 提供客户内容。RM 云服务要求从客户的求职网站和/或申请人跟踪系统("ATS")访问客户内容,因此客户负责确保 SAP 能够每天访问客户内容,如客户求职网站或 ATS 有任何修改,客户将至少提前两周以书面形式通知 SAP。

As applicable, SAP will create a Customer website ("Customer Website") with Customer Content within the standard RM Cloud Service layout, subject to an implementation requirements document to be mutually agreed to prior to the start of the implementation.

如适用,SAP 将依据开始实施前双方约定的实施要求文档,在标准 RM 云服务布局内,利用客户内容创建客户网站 (以下简称"客户网站")。

(c) Candidate Information Restrictions and Authorized Use. Customer shall use, display and distribute Candidate Information for the express limited purpose of recruitment for employment and in compliance with all applicable laws, regulations, judicial orders and Customer's privacy policy, including, but not limited to, obtaining any necessary third party consents such as opt-in consents, in connection with the Candidate Information. Customer is responsible for ensuring that all Customer Content and all use, display, and distribution thereof in connection with the Agreement each comply with applicable laws and regulations.

**申请人信息限制和授权使用。** 客户应出于明确限定的雇佣招聘之目的使用、显示和分发申请人信息,并遵守所有适用法律、法规、法庭命令和客户的隐私政策,包括但不限于获取与申请人信息有关的任何必要的第三方同意书,如选择同意书。 客户负责确保所有客户内容及其与本协议有关的所有使用、显示和分发均遵守适用的法律和法规。

**(d) Marks.** SAP acknowledges that Customer owns certain names and logos, including, but not limited to, trademarks and trade names of its products or services. Customer's names and logos along with proprietary rights related to the same will be referred to collectively as "Marks". Subject to the terms and conditions of the Agreement and only if and as applicable, Customer hereby grants SAP a limited, nonexclusive, license to use the Marks in connection with the RM Cloud Service. SAP acknowledges that Customer is the sole owner of its Marks.

**标识。** SAP 承认客户拥有某些名称和徽标,包括但不限于其产品或服务的商标和商号。客户的名称和徽标以及类似的专有权利将统称为"标识"。依据依据协议的条款和条件且仅在适用的情况下,客户才特此授予 SAP 在开展 RM 云服务时使用上述标识的有限、非独占许可。SAP 承认客户是其标识的唯一所有人。

- (e) Privacy Policy. Customer's consumer-facing privacy policy shall provide for the following: 隐私政策。客户面向消费者的隐私政策应提供以下条款:
- (i) a provision stating that third party cookies may be placed by service providers, such as SAP, on Customer's website(s); and 说明服务提供商(如 SAP)可能会在客户网站上放置第三方 cookie 的条款;以及
- (ii) a provision stating that Customer may share anonymous/aggregate information with third parties, such as SAP, for purposes relating to the RM Cloud Service. 说明客户可能会出于与 RM 云服务相关之目的与第三方(如 SAP)共享匿名/汇总信息的条款。
- **(f) Media Spend Management.** The following applies in the event Customer subscribes to Media Spend Management Recruiter Licenses and/or Media Spend Management Postings:

媒体费用管理。 若客户租用了媒体费用管理(招聘许可)和/或媒体费用管理(岗位发布),则适用以下条款: For commissionable media sources managed by SAP, SAP's media agency fee will be paid by the applicable media source. For non-commissionable media sources managed by SAP, SAP will mark-up the actual media spend at the current standard agency rate (17.65% net markup). For all managed media sources, minimum monthly commissions per media source may apply.

对于由SAP托管的含佣金的媒体来源,SAP的媒体代理费将由相应的媒体来源支付。对于由SAP托管的不含佣金的媒体来源,SAP将按照当时的标准代理费率补足实际媒体费用(净补足率为17.65%)。对于所有托管的媒体源,则按每个媒体来源每月应付的最低佣金。

Customer authorizes SAP to represent it as the Agency of Record ("AOR") to 3<sup>rd</sup> party interactive media sources in relation to the Customer's sponsored recruiting advertising in order to receive commission and to allow SAP to purchase interactive media on behalf of Customer. If a 3<sup>rd</sup> party interactive media source requires a separate legal arrangement, the AOR designation does not provide SAP with the authorization to enter into any additional agreements without Customer signature.

为收取佣金并允许SAP代表客户购买交互式媒体,客户授权SAP作为与客户赞助的招聘广告相关的第三方交互式媒体来源的购买代理商(以下简称"AOR")。若第三方交互式媒体来源要求另行签署法律协议,则未经客户签署,AOR的指定并不授予SAP签署任何附加协议的权限。

Upon termination or expiration of any Order Form, all media source contracts entered into by SAP on Customer's behalf with Customer's authorization shall either continue at the contracted fee or, at Customer's option, be transferred, contingent upon approval of any third parties in interest, to the entity designated by Customer, or cancelled by SAP, if possible. If Customer properly terminates an Order Form, pursuant to the terms of the Agreement, after the start of SAP-designed media campaign(s), then an early termination fee of fifteen percent (15%) of expected media spend under the campaign(s) will apply. If Customer also terminates the media campaign, then Customer will be liable for any cancellation fees charged by the applicable vendors. Notwithstanding any termination, SAP shall be entitled to be paid for all media planned or placed for Customer prior to the effective date of termination so long as such media planning and/or placement has been requested and approved by Customer.

在订购单终止或有效期届满之后,SAP经客户授权并代表客户签署的所有媒体来源合同均可按照约定的费率继续续期,或按照客户的选择转让至客户指定的实体(在某些情况下,可能还需要获得拥有相关权益的第三方的批准)或者在可能的情况下,由SAP予以撤销。在SAP设计的媒体活动启动后,若客户依据协议条款相应地终止了订购单,则应按照预计的此类活动的媒体费用的百分之十五(15%)支付提早终止费。若客户同时还终止了此类媒体活动,客户应负责支付相应供应商收取的任何取消费。无论是终止订购单还是终止活动,SAP均有权要求客户就此类终止生效日期之前为客户计划或投放的所有媒体支付相关费用,但前提是客户已请求并批准了此类媒体计划和/或投放。

The third party media source shall be responsible for determination, collection and remittance of all applicable taxes. SAP shall pass through to Customer any applicable taxes due by Customer without validating the appropriateness of the tax amount or providing any representations regarding the taxation of third party media products, including the treatment of such products as taxable or non-taxable by any state or local jurisdiction.

第三方媒体来源应负责所有适用税费的确定、收缴及汇款事宜。SAP应将有关此类应付税费的所有信息转交给客户,但并不负责验证税费金额的适宜性,亦不就第三方媒体产品的税务问题作出任何陈述,包括州或当地主管机构是否认定此类产品应该缴税。

# 3.3. <u>Learning and Validated Learning Cloud Services</u> 学习与验证性学习云服务

- **Types of Authorized Users**. If and as set forth in an Order Form, the following shall apply: **授权用户类型。** 依据订购单中的规定,应适用以下条款:
- (i) An External Active Authorized User is defined as a Learning or Validated Learning Cloud Service Authorized User who is not an employee of Customer, but who is maintained in the same Learning or Validated Learning Cloud Service instance. External Active Authorized Users must be identified in the Learning or Validated Learning Cloud Service by Customer separately from other Authorized Users.

外部活动授权用户是指不属于客户员工但以相同的学习或验证性学习云服务实例维护的学习或验证性学习云服 务授权用户。在学习或验证性学习云服务中,客户必须标识外部活动授权用户,与其他授权用户区分开来。

(ii) For Transactional Active Authorized Users, "Transaction" means: (i) each instance that a non-employee Learning or Validated Learning Cloud Service Authorized User enrolls or is enrolled by a third party, in an instructor-led training event or offering; or (ii) each instance that a non-employee Learning or Validated Learning Cloud Service Authorized User enrolls in, is enrolled in by a third party or initially launches, an online training event or offering that will be charged. There will be no fee associated with each subsequent time that a non-employee Learning or Validated Learning Cloud

Service Authorized User re-enters a course or each time a non-employee Learning or Validated Learning Cloud Service Authorized User launches a content object that comprises an online item.

对于事务型活动授权用户, "事务"是指: (i) 非员工学习或验证性学习云服务授权用户注册的或由第三方在由讲师主导的培训活动或服务中注册的每个实例;或 (ii) 非员工学习或验证性学习云服务授权用户或第三方在要收取费用的在线培训活动或服务中注册或初次发布的每个实例。之后,每次非员工学习或验证性学习云服务授权用户重新参加课程或启动包含在线项目的内容对象,将不会产生任何费用。

(iii) For Activity-based Authorized Users, notwithstanding anything to the contrary in the Agreement, an Activity-based Authorized User means a Learning or Validated Learning Cloud Service Authorized User who, at any time during the applicable subscription year: (i) has had a learning event recorded; (ii) has had an item assignment made; (iii) is enrolled or waitlisted for a learning offering; (iv) has launched online content; or (v) has launched or attended a virtual learning system event.

对于基于活动的授权用户,尽管协议中有相反之规定,基于活动的授权用户是指在适用租用年度的任何时间满足以下条件的任何学习或验证性学习云服务授权用户:(i)已有学习活动记录;(ii)已为其指定了某个项目;(iii)已参与学习服务或已列入申请人名单;(iv)已发布在线内容;或(v)已启动或参与虚拟学习系统活动。

(iv) A Limited Active Authorized User is defined as a Learning or Validated Learning Cloud Service Authorized User who is an employee of Customer and who takes no more than three (3) courses (elearning or classroom) per subscription year. Limited Active Authorized Users must be identified in the Learning or Validated Learning Cloud Service by Customer separately from other Authorized Users.

有限的活动授权用户是指属于客户员工且每个租用年度参加的课程数量不超过三(3)个课程(电子培训或课堂教学)的学习或验证性学习云服务授权用户。在学习或验证性学习云服务中,客户必须标识有限的活动授权用户,与其他授权用户区分开来。

**(b) SAP SuccessFactors Learning, content storage.** Content storage is included as part of Customer's standard subscription to the Learning or Validated Learning Cloud Service, but not included as part of a subscription to any of the additional Authorized User types described in Section 3.3.(a) above.

SAP SuccessFactors Learning[SuccessFactors 学习]内容存储。 内容存储包含在客户对学习或验证性学习云服务的标准租用中,但不包含在对上述第 3.3.(a)节中规定的任何额外授权用户类型的租用中。

(i) Content storage included with the Learning or Validated Learning Cloud Service includes content bandwidth and twenty five (25) Gigabytes (GBs) of eLearning content storage. Content bandwidth is calculated based on two hundred and fifty (250) Megabytes (MBs) per (active) Authorized User per year. In the event Customer exceeds the amount of content bandwidth set forth herein, Customer may subscribe to additional GBs of bandwidth, in one hundred (100) GB increments, at SAP's then current prices, prorated for the then current subscription year, by signing an addendum to the applicable Order Form. In the event Customer exceeds the amount of content storage set forth herein, Customer may subscribe to additional GBs of storage, in twenty five (25) GB increments, at SAP's then current prices, prorated for the then current subscription year, by signing an addendum to the applicable Order Form. The increased bandwidth and/or storage levels, as applicable, will also be used for calculating the fees for any subsequent years in the Subscription Term.

随学习或验证性学习云服务提供的内容存储包含内容带宽和二十五(25)千兆字节(GB)的电子培训内容存储。内容带宽按每个(活动)授权用户每年二百五十(250)兆字节(MB)的基数进行计算。如客户超过了本协议中规定的内容带宽,客户可通过签署相应订购单的附录,根据租用年度的比例,按届时有效的 SAP 价格租用额外的带宽(GB),以一百(100)GB 的增量增加。如客户超过了本协议中规定的内容存储,客户可通过签署相应订购单的附录,根据租用年度的比例,按届时有效的 SAP 价格租用额外的存储(GB),以二十五(25)GB 的增量增加。在计算续租有效期内后续各个年度的费用时,增加的带宽和/或存储空间(如适用)也会考虑在内。

(ii) Content storage includes infrastructure, including web server and disc space, and uses Akamai as the Content Delivery Network (CDN) provider. If Customer cannot support Akamai as its CDN, Content storage cannot be provisioned to Customer.

内容存储包含基础架构,如 Web 服务器和磁盘空间,并使用 Akamai 作为其内容交付网络(CDN)提供商。如客户无法支持 Akamai 作为其 CDN,则无法向客户提供内容存储。

(iii) Content is not dependent on server-side software (databases, server side scripts).

内容不依赖服务器端软件(数据库、服务器端脚本)。

- (iv) Content is backed-up nightly. 内容每晚备份。
- (c) SAP SuccessFactors LEARNING, content service add-on. If Customer is purchasing SAP SuccessFactors Learning, content service add-on as set forth in an Order Form, the following terms shall apply.

SAP SUCCESSFACTORS LEARNING[SUCCESSFACTORS 学习]内容服务扩展组件。 若客户依据订购单中的规定购买 SAP SuccessFactors Learning[SuccessFactors 学习]内容服务扩展组件,则应适用以下条款。

### (i) Definitions.

定义。

- A. "Custom Content" means Customer-specific content created by Customer or an external developer/vendor. Content in this category is in standard e-learning format and communicates with the Learning or Validated Learning Cloud Service via the AICC or SCORM communication standards.
  - "定制内容"是指客户或外部开发人员/供应商创建的客户特定内容。此类内容采用标准电子培训格式,并通过 AICC 或 SCORM 通信标准与学习或验证性学习云服务进行通信。
- B. "Non-Tracking Content" means content that does not have inherent tracking capabilities per the AICC or SCORM communication standards, but can still be configured for online access through the Learning or Validated Learning Cloud Service.
  - "非跟踪内容"是指依据 AICC 或 SCORM 通信标准不具备固有跟踪功能,但仍可配置为通过学习或验证性学习云服务在线访问的内容。
- C. "External Vendor Content" means generic, off the shelf, content created by a third-party content vendor. Under the assumption that the underlying code and structure is the same for all content from a particular vendor, SAP personnel will load, verify set-up and support all content, but will only validate a subset (ten percent (10%)) thereof.
  - "外部供应商内容"是指由第三方内容供应商创建的现成的通用内容。假设某个供应商的所有内容都具有相同的底层代码和结构,SAP人员将加载、验证设置并支持所有内容,但仅验证其子集(百分之十[10%])。
- (ii) Description of SuccessFactors Learning, content service add-on. SAP SuccessFactors Learning[SuccessFactors 学习]内容服务扩展组件的租用。

### A. Content Deployment Support

### 内容部署支持

(1) Customer's authorized content owners may upload courses to the SAP SuccessFactors Learning, content service add-on portal for management by the SAP SuccessFactors Learning, content service add-on service. Courses will be deployed to the SAP SuccessFactors Learning, content service add-on hosting platform, set up and tested in Customer's Learning or Validated Learning Cloud Service.

客户的授权内容所有者将课程上传至 SAP SuccessFactors Learning[SuccessFactors 学习]内容服务扩展组件门户,以供 SAP SuccessFactors Learning[SuccessFactors 学习]内容服务扩展组件服务托管。随后,将课程部署至 SAP SuccessFactors Learning[SuccessFactors 学习]内容服务扩展组件托管平台,并在客户的学习或验证性学习云服务中进行设置和测试。

(2) SAP is responsible for testing and verification of launch, play and tracking of the Custom Content and External Vendor Content to ensure such content is communicating correctly with the Learning or Validated Learning Cloud Service, per the AICC or SCORM (including SCORM 2004) communication standards. Non-Tracking Content is tested for such content launches. All External Vendor Content is tested for launch, but only ten percent (10%) of External Vendor Content is validated for communication with the Learning or Validated Learning Cloud Service.

SAP 负责测试和验证定制内容及外部供应商内容的启动、播放和跟踪,以确保该等内容依据 AICC 或 SCORM(包括 SCORM 2004)通信标准与学习或验证性学习云服务正常通信。非跟踪内容经过测试后将用于该等内容启动。所有外部供应商内容在启动之前均将进行测试,但其中仅有百分之十(10%)会进行与学习或验证性学习云服务的通信验证。

(3) SAP will discuss/review communication compliance issues with the content owner/creator. Customer will provide a designated contact for the Custom Content and/or Non-Tracking Content on delivery of such content to SAP.

SAP 将与内容所有者/创建者讨论/检查通信合规问题。客户在将该等内容交付给 SAP 时,将针对定制内容和/或非跟踪内容安排指定联系人。

(3) Customer will approve all content before it is pushed for live access to Customer's production environment.

在推送所有内容以实时访问客户的生产环境之前,客户将审批这些内容。

- (4) Ongoing updates/maintenance for all content will include:
  - 所有内容的持续更新/维护将包括:
  - o Receipt of new content file from Customer, or vendor on its behalf. 客户或代表客户的供应商处接收新内容文件。
  - o Updating content, content object and pertinent contextual data for approval in Customer's staging and production environments.
    更新内容、内容对象和相关上下文数据,以在客户备货和生产环境中进行审批。
  - o Testing content for launch and, where applicable, integration with the Learning or Validated Learning Cloud Service.
    对要发布的内容进行测试,与学习或验证性学习云服务进行集成(若适用)。

### B. Service Level Objective

### 服务水平目标

- (1) Customer will provide an appropriate level sponsor ("Project Sponsor") to provide SAP with reasonable access to business and technical contacts, background information, data and system sources, as needed, to fulfill Customer's responsibilities. 客户将提供相应级别的发起人(以下简称"项目发起人"),使 SAP 能够根据需要合理地访问业务和技术联系人、背景信息、数据和系统源,从而履行客户的责任。
- (2) Customer may designate up to two (2) authorized account contacts for the purpose of reporting content issues, defects and suggesting enhancements through their dedicated SAP SuccessFactors Learning, content service add-on consultant. For clarity, SAP will provide dedicated SAP SuccessFactors Learning, content service add-on support to these two (2) authorized contacts. Customer, not SAP, will provide support directly to its Authorized Users. 客户可以指定最多两(2)名授权客户联系人通过其指定的 SAP SuccessFactors Learning[SuccessFactors 学习]内容服务扩展组件顾问汇报内容问题和缺陷并建议增强功能。为避免疑义,SAP 将向这两(2)名授权联系人提供指定的 SAP SuccessFactors Learning[SuccessFactors 学习]内容服务扩展组件支持。客户(而非 SAP)将直接向其授权用户提供支持。
- (3) Customer may designate up to ten (10) authorized content owners who are permitted to submit content to be managed by SAP SuccessFactors Learning, content service add-on. 客户可以指定最多十(10)名授权内容所有者提交内容供 SAP SuccessFactors Learning[SuccessFactors 学习]内容服务扩展组件托管。
- (4) A content upload/update of a single course will be completed within one (1) business day of SAP's receipt of any such content, through the agreed upon channels. If content validation activities indicate issues with content launch, exit or tracking (for trackable content), SAP will provide an issue report to the content owner within one (1) business day of receipt. Once the content owner has resolved the reported issue and delivers a revised version of the content to SAP, content upload and update will be completed within one (1) business day of SAP's receipt of the revised content. For clarity, this provision applies to all of the content types defined above.

单个课程的内容上传/更新将在 SAP 通过约定的渠道收到任何此类内容的一(1)个工作日内完成,若内容验证活动表明内容发布、退出或跟踪(适用于可跟踪内容)出现问题,SAP 将在收到内容的一(1)个工作日内向内容所有者提供问题报告。内容所有者解决完报告的问题并将修订版内容递交给 SAP 后,内容上传和

更新将在 SAP 收到修订内容的一(1)个工作日内完成。为避免疑议,本条款适用于上述定义的所有内容类型。

- (5) Any content upload/update of multiple course titles in a single day will be completed in a timeline to be mutually agreed to between the SAP SuccessFactors Learning, content service add-on consultant and an authorized account contact for Customer.
  - 一天之内多个课程标题的内容上传/更新将在 SAP SuccessFactors Learning[SuccessFactors 学习]内容服务扩展组件顾问与客户的授权客户联系人约定的时间期限内完成。

# C. Assumptions and Additional Conditions 假设及附加条件

- (1) Specific Customer SAP SuccessFactors Learning, content service add-on details may be defined in an Order Form. Changes to Customer's SAP SuccessFactors Learning, content service add-on subscription or service level objectives are managed via a change notification process that will require Customer signature. 特定客户的 SAP SuccessFactors Learning[SuccessFactors 学习]内容服务扩展组件详细信息可在订购
  - 特定各户的 SAP SuccessFactors Learning[SuccessFactors 学习]内容服务扩展组件详细信息可任订购单中予以定义。有关客户的 SAP SuccessFactors Learning[SuccessFactors 学习]内容服务扩展组件租用或服务水平目标的任何变更将通过变更通知流程予以管理,同时需要客户的签核。
- (2) Content is not dependent on server-side software (databases, server side scripts). 内容不依赖服务器端软件(数据库、服务器端脚本)。
- (3) As part of SAP SuccessFactors Learning, content service add-on, SAP utilizes Akamai as its Content Delivery Network (CDN) provider. If Customer cannot support Akamai as its CDN provider, SAP SuccessFactors Learning, content service add-on cannot be provisioned to Customer.
  - 作为 SAP SuccessFactors Learning[SuccessFactors 学习]内容服务扩展组件的一部分,SAP 利用 Akamai 作为其内容交付网络(CDN)提供商。如客户无法支持 Akamai 作为 CDN 提供商,则无法向客户提供 SAP SuccessFactors Learning[SuccessFactors 学习]内容服务扩展组件。
- (4) Only content that is hosted on the SAP SuccessFactors Learning, content service add-on servers is subject to the applicable support and services described herein. 只有在 SAP SuccessFactors Learning[SuccessFactors 学习]内容服务扩展组件服务器上托管的内容才会获得本文所述的相应的支持和服务。
- (5) A single course may include up to ten (10) content objects (modules). A course that contains more than ten (10) content objects will count as multiple courses with respect to the SAP SuccessFactors Learning, content service add-on limits and, as applicable, the service level objectives described above.
  - 单个课程最多可包括十(10)个内容对象(模块)。就 SAP SuccessFactors Learning[SuccessFactors 学习]内容服务扩展组件限额以及上述服务水平目标(若适用)而言,超过十(10)个内容对象的课程将视为多个课程。
- (6) All courses that are active in the production instance of Customer's Learning or Validated Learning Cloud Service are included in the total course count for purposes of the SAP SuccessFactors Learning, content service add-on limits. 客户的学习或验证性学习云服务生产实例中激活的所有课程均将包含在 SAP SuccessFactors
  - 客户的学习或验证性学习云服务生产实例中激活的所有课程均将包含在 SAP SuccessFactors Learning[SuccessFactors 学习]内容服务扩展组件限额的课程总数中。
- (7) Customer may deactivate and replace up to thirty percent (30%) of SAP SuccessFactors Learning, content service add-on supported courses during a Subscription Term. 在租用有效期内,客户最多可取消并更换百分之三十(30%)的 SAP SuccessFactors Learning[SuccessFactors 学习]内容服务扩展组件支持的课程。
- (8) Unless otherwise expressly specified, SAP SuccessFactors Learning, content service add-on SAP SuccessFactors Learning, content service add-ondoes not include support or services related to the SAP SuccessFactors mobile application or offline player environments. 除非另有明确规定,SAP SuccessFactors Learning[SuccessFactors 学习]内容服务扩展组件不包括与SAP SuccessFactors 移动应用程序或离线用户环境相关的支持或服务。

- (9) Customer can request testing in up to three (3) different browser environments. These environments must be supported environments for Customer's version of the Learning or Validated Learning Cloud Service.
  - 客户最多可请求在三(3)种不同的浏览器环境中进行测试。此类环境必须为客户的学习或验证性学习云服务所支持的环境。
- (10) Content is backed-up nightly. 内容每晚备份。

### 3.3 Employee Central Cloud Service

员工中心云服务

**(a) Employee Central Non-Employee**. If Customer subscribes to Employee Central Non-Employee the following shall apply:

面向非员工的员工中心。若客户租用了面向非员工的员工中心,则以下条款将适用:

Employee Central Non-Employee is available for any active non-employee Authorized User whose information will be stored in the Employee Central Cloud Service, for example, retirees, contractors and contingent workers. For purposes of clarity, Employee Central Non-Employee is not available for any Authorized User who is a Full-Time or Part-Time employee.

面向非员工的员工中心主要针对非员工授权用户(比如退休人员、承包商和临时工)提供,这些授权用户的信息存储于员工中心云服务中。为避免疑义,面向非员工的员工中心不会向作为全职或兼职员工的授权用户提供。

- **(b) Custom Metadata Framework (MDF) Objects.** When Customer subscribes to the Employee Central Cloud Service, Customer will be able to create up to twenty-five (25) custom MDF objects.
- **自定义元数据框架(MDF)对象。** 客户租用员工中心云服务时**,**最多可以创建二十五(25)个自定义 MDF 对象。
- (c) If Customer receives Launch Optimization Services with the Employee Central Cloud Service, such services are described at the following link: <a href="http://www.sap.com/corporate-en/about/our-company/policies/cloud/service-specifications.html">http://www.sap.com/corporate-en/about/our-company/policies/cloud/service-specifications.html</a> under "Launch Optimization Service Description". A copy will also be provided to Customer upon request.

如客户收到启动优化服务及员工中心云服务,通过以下链接可访问此类服务的说明: <a href="http://www.sap.com/corporate-en/about/our-company/policies/cloud/service-specifications.html">http://www.sap.com/corporate-en/about/our-company/policies/cloud/service-specifications.html</a> 中的"启动优化服务说明"。可以根据客户请求,向其提供该说明的副本。

HANA Cloud Platform, integration services and Boomi Technology. If Customer subscribes to the Employee Central Cloud Service, Customer may elect to use either SAP HANA Cloud Platform, integration services or Boomi Technology as the integration middleware. The election shall be reflected on the Order Form and shall be in effect for the term of the subscription to Employee Central. If Customer elects to use SAP HANA Cloud Platform, integration services, the terms set forth in the SAP HANA Cloud Platform Supplemental Terms and Conditions for HANA Cloud Platform, integration services shall apply, which terms can be found at http://go.sap.com/about/agreements/cloud-

services.html?language=language:191901819004529893981018648881942&search=Supplement (a copy will also be provided to Customer upon request). Notwithstanding any term in the SAP HANA Cloud Platform Supplemental Terms and Conditions, Customer may use SAP HANA Cloud Platform, integration services to connect SAP SuccessFactors Performance & Goals, SAP SuccessFactors Compensation, SAP SuccessFactors Succession & Development, SAP SuccessFactors Learning, SAP SuccessFactors Onboarding, SAP SuccessFactors Recruiting, SAP Jam (advanced edition), SAP SuccessFactors Workforce Analytics & Planning and SAP SuccessFactors Employee Central to an unlimited number of SAP cloud, on-premise or third-party solutions.

SAP HANA Cloud Platform[HANA云平台]集成服务和Boomi技术。如客户租用员工中心云服务,则客户可以选择使用SAP HANA Cloud Platform[HANA云平台]集成服务或Boomi技术作为集成中间件。选择应在订购单中体现,且应在员工中心的租用期限内有效。如客户选择使用SAP HANA Cloud Platform[HANA云平台]集成服务,则针对SAP HANA Cloud Platform[HANA云平台]集成服务的SAP HANA Cloud Platform[HANA云平台]补充条款和条件中所述的条款应适用,这些条款位于 http://qo.sap.com/about/agreements/cloud-

services.html?language=language:191901819004529893981018648881942&search=Supplement (可根据客户请求,向其提供该条款的副本)。 尽管SAP HANA Cloud Platform[HANA云平台]补充条款和条件中有任何规定,客户可以使用SAP HANA Cloud Platform[HANA云平台]集成服务将SAP SuccessFactors Performance & Goals[SuccessFactors绩效和目标]、SAP SuccessFactors Compensation[SuccessFactors薪酬]、SAP SuccessFactors SuccessFactors SuccessFactors Development[SuccessFactors继任和发展]、SAP SuccessFactors Learning[SuccessFactors学习]、SAP SuccessFactors Onboarding[SuccessFactors 入职]、SAP SuccessFactors Recruiting[SuccessFactors招聘]、SAP Jam(高级版)、SAP SuccessFactors Workforce Analytics & Planning[SuccessFactors劳动力分析与计划]和SAP SuccessFactors Employee Central[SuccessFactors员工中心]连接到不限数量的SAP企业预置型云解决方案或第三方解决方案。

### 3.4 Onboarding Cloud Service

### 入职培训云服务

**E-Verify (Applicable for US based customers only).** If the Onboarding Cloud Service described in the applicable Order Form includes E-Verify, Customer must sign a separate Memorandum of Understanding ("MOU") between the United States Department of Homeland Security, Customer, and SAP's affiliate, SuccessFactors, Inc., designating SuccessFactors, Inc. as its Web Services E-Verify Employer Agent. Customer shall be responsible for complying with all terms of the MOU related to Customer. Customer's failure to comply with the MOU might affect SAP's ability to provide E-Verify with the Onboarding Cloud Service, and SAP shall be excused from any such failure to perform. Customer's failure to comply with the MOU shall not relieve Customer of its payment obligations under the Agreement.

电子验证(仅适用于位于美国的客户)。 若适用的订购单中所述的入职培训云服务包括电子验证,则客户必须另行签署美国国土安全部、客户与 SAP 的关联企业 SuccessFactors 公司之间达成的谅解备忘录(以下简称"MOU"),指定 SuccessFactors 公司作为其网络服务电子验证雇主代理商。客户应负责遵守 MOU 中与之相关的所有条款。若客户未能遵守 MOU,则 SAP 可能无法为入职培训云服务提供电子验证,且 SAP 不对任何此类违约承担责任。客户未能遵守 MOU,不会使客户免除其在本协议项下的付款义务。

### Appendix 1 附录 1

## Package and Product Descriptions 软件包和产品说明

### **PACKAGES**

### 软件包

In addition to the Products identified below, each of the Packages listed below includes SuccessFactors Foundation. SuccessFactors Foundation comprises the following: Employee Profile, SAP Jam (basic edition), Talent Insights, Job Profile Builder and SuccessFactors asynchronous, digital web-based Administrator training.

除以下列出的产品外,下列每个软件包中均包含 SuccessFactors 基础。SuccessFactors 基础由以下模块组成:员工个人信息、SAP Jam(基础版)、人才洞察、职位概要创建器以及 SuccessFactors 异步、基于 Web 的管理员数字培训。

### 1. SAP SuccessFactors Advanced Learning

### SAP SuccessFactors Advanced Learning[SuccessFactors 高级学习]

The SAP SuccessFactors Advanced Learning Package comprises the following Products: SAP SuccessFactors Succession & Development, SAP SuccessFactors Learning and SAP Jam (advanced edition).

SAP SuccessFactors Advanced Learning[SuccessFactors 高级学习] 软件包中包含以下产品: SAP SuccessFactors SuccessFactors & Development[SuccessFactors 继任和发展]、SAP SuccessFactors Learning[SuccessFactors 学习]和SAP Jam(高级版)。

### 2. SAP SuccessFactors Perform & Reward

### SAP SuccessFactors Perform & Reward[SuccessFactors 绩效和奖励]

The SAP SuccessFactors Perform & Reward Package comprises the following Products: SAP SuccessFactors Performance & Goals and SAP SuccessFactors Compensation.

SAP SuccessFactors Perform & Reward[SuccessFactors 绩效和奖励]软件包中包含以下产品: SAP SuccessFactors Performance & Goals[SuccessFactors 绩效和目标]与 SAP SuccessFactors Compensation[SuccessFactors 薪酬]。

### 3. SAP SuccessFactors Talent Management

### SAP SuccessFactors Talent Management[SuccessFactors 人才管理]

The SAP SuccessFactors Talent Management Package comprises the following Products: SAP SuccessFactors Performance & Goals, SAP SuccessFactors Compensation, SAP SuccessFactors SuccessFactors Recruiting and SAP Jam (advanced edition).

SAP SuccessFactors Talent Management[SuccessFactors 人才管理]软件包中包含以下产品: SAP SuccessFactors Performance & Goals[SuccessFactors 绩效和目标]、SAP SuccessFactors Compensation[SuccessFactors 薪酬]、SAP SuccessFactors Succession & Development[SuccessFactors 继任和发展]、SAP SuccessFactors Learning[SuccessFactors 学习]、SAP SuccessFactors Recruiting[SuccessFactors 招聘]和SAP Jam(高级版)。

### 4. SAP SuccessFactors Enterprise basic

### SAP SuccessFactors Enterprise[SuccessFactors 企业]基础软件包

The SAP SuccessFactors Enterprise basic package comprises the following Products: SAP SuccessFactors Performance & Goals, SAP SuccessFactors Compensation, SAP SuccessFactors SuccessFactors & Development, SAP SuccessFactors Learning, SAP SuccessFactors Recruiting, SAP Jam (advanced edition), SAP SuccessFactors Workforce Analytics & Planning and SAP SuccessFactors Employee Central.

SAP SuccessFactors Enterprise[SuccessFactors 企业]基础软件包中包含以下产品: SAP SuccessFactors Performance & Goals[SuccessFactors 绩效和目标]、SAP SuccessFactors Compensation[SuccessFactors 薪 酬]、SAP SuccessFactors Succession & Development[SuccessFactors 继 任 和 发 展]、SAP

SuccessFactors Learning[SuccessFactors 学习]、SAP SuccessFactors Recruiting[SuccessFactors 招聘]、SAP Jam(高级版)、SAP SuccessFactors Workforce Analytics & Planning[SuccessFactors 劳动力分析与计划]和 SAP SuccessFactors Employee Central[SuccessFactors 员工中心]。

### 5. SAP SuccessFactors Enterprise

### SAP SuccessFactors Enterprise[SuccessFactors 企业]

The SAP SuccessFactors Enterprise Package comprises the following Products: SAP SuccessFactors Performance & Goals, SAP SuccessFactors Compensation, SAP SuccessFactors Succession & Development, SAP SuccessFactors Learning, SAP SuccessFactors Onboarding, SAP SuccessFactors Recruiting, SAP Jam (advanced edition), SAP SuccessFactors Workforce Analytics & Planning and SAP SuccessFactors Employee Central.

SAP SuccessFactors Enterprise[SuccessFactors 企业]软件包中包含以下产品: SAP SuccessFactors Performance & Goals[SuccessFactors 绩效和目标]、SAP SuccessFactors Compensation[SuccessFactors 薪 酬]、SAP SuccessFactors Succession & Development[SuccessFactors 继任和发展]、SAP SuccessFactors Learning[SuccessFactors 学习]、SAP SuccessFactors Onboarding[SuccessFactors 入职]、SAP SuccessFactors Recruiting[SuccessFactors 招聘]、SAP Jam(高级版)、SAP SuccessFactors Workforce Analytics & Planning[SuccessFactors 劳动力分析与计划]和 SAP SuccessFactors Employee Central[SuccessFactors 员工中心]。

### **PRODUCTS**

### 产品

In addition to the modules identified below, each of the Products listed below, except for SAP Jam, and SAP SuccessFactors Employee Central Payroll, includes SuccessFactors Foundation. SuccessFactors Foundation comprises the following: Employee Profile, SAP Jam (basic edition), Talent Insights, Job Profile Builder and SuccessFactors asynchronous, digital web-based Administrator training.

除以下列出的模块外,下列每款产品(SAP Jam 和 SAP SuccessFactors Employee Central Payroll[SuccessFactors 员工中心薪资核算]除外)中均包含 SuccessFactors 基础。SuccessFactors 基础由以下模块组成:员工个人信息、SAP Jam(基础版)、人才洞察、职位概要创建器以及 SuccessFactors 异步、基于Web 的管理员数字培训。

### 1. SAP SuccessFactors Performance & Goals

### SAP SuccessFactors Performance & Goals[SuccessFactors 绩效和目标]

The SAP SuccessFactors Performance & Goals Product comprises Performance Management, Goals Management, 360 Degree Reviews, Stack Ranker and Calibration (for Performance).
60SAP SuccessFactors Performance & Goals[SuccessFactors 绩效和目标]产品包括: 绩效管理、目标管理、

# 360 度评审、员工排序程序和校准(适用于绩效) 2. SAP SuccessFactors Compensation

### SAP SuccessFactors Compensation[SuccessFactors 薪酬]

The SAP SuccessFactors Compensation Product comprises SAP SuccessFactors Compensation, Calibration (for Compensation) and Variable Pay.

SAP SuccessFactors Compensation[SuccessFactors 薪酬]产品包括: SAP SuccessFactors Compensation[SuccessFactors 薪酬]、校准(适用于薪酬)和浮动工资。

### 3. SAP SuccessFactors Succession & Development

### SAP SuccessFactors Succession & Development[SuccessFactors 继任和发展]

The SAP SuccessFactors Succession & Development Product comprises Succession Planning, Career & Development Planning and Calibration (for Talent).

SAP SuccessFactors Succession & Development[SuccessFactors 继任和发展]产品包括:继任计划、职业与发展计划和校准(适用于人才)。

### 4. SAP SuccessFactors Learning

### SAP SuccessFactors Learning[SuccessFactors 学习]

The SAP SuccessFactors Learning Product comprises SAP SuccessFactors Learning.

SAP SuccessFactors Learning[SuccessFactors 学习]产品包括: SAP SuccessFactors Learning[SuccessFactors 学习]。

### 5. SAP SuccessFactors Validated Learning

### SAP SuccessFactors Validated Learning[SuccessFactors 验证性学习]

The SAP SuccessFactors Validated Learning Product comprises SAP SuccessFactors Validated Learning. SAP SuccessFactors Validated Learning[SuccessFactors 验证性学习]产品包括: SAP SuccessFactors Validated Learning[SuccessFactors 验证性学习]。

### 6. SAP SuccessFactors Employee Central

### SAP SuccessFactors Employee Central[SuccessFactors 员工中心]

The SAP SuccessFactors Employee Central Product comprises SAP SuccessFactors Employee Central and either SAP HANA Cloud Integration or Boomi Technology.

SAP SuccessFactors Employee Central[SuccessFactors 员工中心]产品包括: SAP SuccessFactors Employee Central[SuccessFactors 员工中心]以及 SAP HANA Cloud Integration[HANA 云集成]或 Boomi 技术

### 7. SAP SuccessFactors Employee Central Payroll

### SAP SuccessFactors Employee Central Payroll[SuccessFactors 员工中心薪资核算]

The SAP SuccessFactors Employee Central Payroll Product comprises Employee Central Payroll.

SAP SuccessFactors Employee Central Payroll[SuccessFactors 员工中心薪资核算]产品包括: Employee Central Payroll[员工中心薪资核算]。

### 8. SAP SuccessFactors Onboarding

### SAP SuccessFactors Onboarding[SuccessFactors 入职]

The SAP SuccessFactors Onboarding Product comprises SAP SuccessFactors Onboarding.

SAP SuccessFactors Onboarding[SuccessFactors  $\lambda$  职 ] 产品包括: SAP SuccessFactors Onboarding[SuccessFactors  $\lambda$ 职]。

### 9. SAP SuccessFactors Recruiting

### SAP SuccessFactors Recruiting[SuccessFactors 招聘]

The SAP SuccessFactors Recruiting Product comprises SAP SuccessFactors Recruiting Management and SAP SuccessFactors Recruiting Marketing.

SAP SuccessFactors Recruiting[SuccessFactors 招聘]产品包括: SAP SuccessFactors Recruiting Management[SuccessFactors 招聘管理]和 SAP SuccessFactors Recruiting Marketing[SuccessFactors 招聘营销]。

### 10. SAP SuccessFactors Recruiting Marketing

### SAP SuccessFactors Recruiting Marketing[SuccessFactors 招聘营销]

The SAP SuccessFactors Recruiting Marketing Product comprises SAP SuccessFactors Recruiting Marketing.

SAP SuccessFactors Recruiting Marketing[SuccessFactors 招聘营销]产品包括: SAP SuccessFactors Recruiting Marketing[SuccessFactors 招聘营销]。

### 11. SAP SuccessFactors Recruiting Management

### SAP SuccessFactors Recruiting Management[SuccessFactors 招聘管理]

The SAP SuccessFactors Recruiting Management Product comprises SAP SuccessFactors Recruiting Management.

SAP SuccessFactors Recruiting Management[SuccessFactors 招聘管理]产品包括: SAP SuccessFactors Recruiting Management[SuccessFactors 招聘管理]。

### 12. SAP SuccessFactors Workforce Analytics & Planning Product

### SAP SuccessFactors Workforce Analytics & Planning[SuccessFactors 劳动力分析与计划]产品

The SAP SuccessFactors Workforce Analytics & Planning Product comprises SAP SuccessFactors Workforce Analytics and SAP SuccessFactors Workforce Planning.

SAP SuccessFactors Workforce Analytics & Planning[SuccessFactors 劳动力分析与计划]产品包括: SAP SuccessFactors Workforce Analytics[SuccessFactors 劳动力分析]和 SAP SuccessFactors Workforce Planning[SuccessFactors 劳动力计划]。

### 13. SAP SuccessFactors Workforce Planning Product

### SAP SuccessFactors Workforce Planning[SuccessFactors 劳动力计划]产品

The SAP SuccessFactors Workforce Planning Product comprises SAP SuccessFactors Workforce Planning.

SAP SuccessFactors Workforce Planning[SuccessFactors 劳动力计划]产品包括: SAP SuccessFactors Workforce Planning[SuccessFactors 劳动力计划]。

### 14. SAP SuccessFactors Workforce Analytics Product

### SAP SuccessFactors Workforce Analytics[SuccessFactors 劳动力分析]产品

The SAP SuccessFactors Workforce Analytics Product comprises SAP SuccessFactors Workforce Analytics.

SAP SuccessFactors Workforce Analytics[SuccessFactors 劳动力分析]产品包括: SAP SuccessFactors Workforce Analytics[SuccessFactors 劳动力分析]。

### 15. SAP Jam

### **SAP Jam**

The SAP Jam Product comprises SAP Jam, available in basic, advanced, advanced plus or enterprise edition.

SAP Jam 产品包括: SAP Jam 的基础版、高级版、高级版 plus 或企业版。

### **MISCELLANEOUS**

### 其他条款

1. Perform & Reward for Small Business: SAP Perform & Reward for Small Business comprises Performance Management (no Calibration), Goal Management (no Goal Execution), Employee Profile, 360 Degree Reviews, Stack Ranker, Reports & Dashboards and Compensation Management (no Calibration, no Variable Pay).

**针对小型企业的绩效和奖励:** SAP针对小型企业的绩效和奖励包括: 绩效管理(不包括校准)、目标管理(不包括目标执行)、员工个人信息、360度评审、员工排序程序、报告和仪表盘以及薪酬管理(不包括校准、不包括浮动工资)。

2. SAP SuccessFactors Employee Central Service Center: SAP SuccessFactors Employee Central Service Center comprises SAP HANA Cloud Portal and SAP Cloud for Service (including SAP Cloud Applications Studio). For each three hundred (300) Employees subscribed to in an Order Form, Customer may have one user acting as a service agent to access SAP SuccessFactors Employee Central Service Center. A subscription to SAP SuccessFactors Employee Central is a prerequisite to a subscription to SAP SuccessFactors Employee Central Service Center. Support terms, Service Availability and Maintenance Windows for SAP HANA Cloud Portal are found in the SAP HANA Cloud Portal Supplemental Terms and Conditions (available from SAP upon request). Maintenance Windows for SAP Cloud for Service and the terms governing use of the SAP Cloud Applications Studio and Mobile Access are found in the SAP Cloud for Customer Supplemental Terms and Conditions (available from SAP upon request).

# SAP SuccessFactors Employee Central Service Center[SuccessFactors员工中心服务中心]: SAP SAP SuccessFactors Employee Central Service Center[SuccessFactors员工中心服务中心]包括SAP HANA Cloud Portal[HANA云门户]和SAP Cloud for Service[服务云](包含SAP Cloud Applications Studio[云应用程序工作室])。 对于租用订购单中相关服务的每三百(300)名员工,客户可指定一名用户作为服务代理访问 SAP SuccessFactors Employee Central Service Center[SuccessFactors员工中心服务中心]。租用SAP SuccessFactors Employee Central[SuccessFactors员工中心]是租用SAP SuccessFactors Employee Central Service Center[SuccessFactors员工中心服务中心]的前提条件。有关SAP HANA Cloud Portal[HANA云门户]的 支持条款、服务可用性和维护窗口信息,请参见SAP HANA Cloud Portal[HANA云门户]补充条款和条件(由SAP根据请求予以提供)。有关SAP Cloud for Service[服务云]的维护窗口和约束SAP Cloud Applications Studio[云应

用程序工作室]和移动访问使用的条款,请参见SAP Cloud for Customer[云客户]客户补充条款和条件(由SAP根据请求予以提供)。

**3. SAP HANA Cloud Platform, extension package for SuccessFactors:** If Customer elects to subscribe to SAP HANA Cloud Platform, extension package for SuccessFactors, the terms set forth in the SAP HANA Cloud Platform Supplemental Terms and Conditions (available from SAP upon request) shall apply.

SAP HANA Cloud Platform[HANA云平台]SuccessFactors扩展包: 如客户选择租用SAP HANA Cloud Platform[HANA云平台]SuccessFactors扩展包,则适用SAP HANA Cloud Platform[HANA云平台]补充条款和条件中的规定(由SAP根据请求予以提供)。