

**CONSULTING SERVICES SUPPLEMENTAL TERMS AND CONDITIONS (“SUPPLEMENT”) to the
GENERAL TERMS AND CONDITIONS FOR CLOUD SERVICES**

云服务一般条款和条件之咨询服务补充条款和条件（以下简称“补充”）

SAP and Customer have agreed that SAP will provide to Customer certain Consulting Services. This Supplement to the General Terms and Conditions for Cloud Services (“GTC”) applies solely to Consulting Services and not to any other SAP product or service.

SAP 和客户同意，SAP 将向客户提供特定咨询服务。云服务一般条款和条件（以下简称“GTC”）之本补充仅适用于咨询服务，不适用于任何其他 SAP 产品和服务。

Capitalized terms in this Supplement but not defined have the meaning defined in the GTC.

本补充中的术语适用 GTC 中对其赋予的含义。

1. DEFINITIONS

定义

1.1. **“Change Request”** means a change request made in accordance with section 4 of this Supplement and in the form made available by SAP from time to time or included in the Order Form.

“变更请求”是指根据本补充第 4 节的规定提出的变更请求，其格式由 SAP 不时地提供或包含在订购单之中。

1.2. **“Consultants”** means employees and third-party contractors which SAP utilizes to provide Consulting Services to Customer.

“顾问”是指 SAP 通过其向客户提供咨询服务的员工和第三方承包商。

1.3. **“Consulting Services”** means Professional Services as defined in the GTC in conjunction with the applicable Service Descriptions and/or Scope Documents.

“咨询服务”是指 GTC 以及适用的服务说明或者范围文档中定义的专业服务。

1.4. **“Deliverables”** means those specific Work Products which are explicitly identified as a “Deliverable” under the applicable Order Form.

“交付物”是指依据适用的订购单，明确认定为“可交付”的特定工作产品。

1.5. **“Feedback”** means input, comments or suggestions regarding SAP’s business and technology direction or the possible creation, modification, correction, improvement or enhancement of the Cloud Services or Consulting Services (as applicable) purchased by the Customer.

“反馈”是指与 SAP 的业务和技术方向或对客户购买的云服务或咨询服务（如适用）可能进行的创建、修改、纠正、改进或增强有关的看法、意见或建议。

1.6. **“License Agreement”** means the agreement between SAP (or an SAP SE Affiliate, or an authorized reseller) under which Customer procured the rights to use a Cloud Service.

“许可协议”是指 SAP（或 SAP SE 关联企业或授权经销商）与客户之间达成的协议，客户据此购买使用云服务的权利。

1.7. **“Material Defect”** means the Deliverable fails to substantially comply with the applicable and corresponding acceptance criteria for that Deliverable set forth in the Order Form.

“实质性缺陷”是指交付物无法切实满足订购单中就该交付物所规定的适用的、相关的验收条件。

1.8. **“Order Form”** means the applicable ordering document for Consulting Services that references the GTC and this Supplement.

“订购单”是指引用了 GTC 和本补充的适用的咨询服务订购文件。

1.9. **“Scope Document”** means the document that is provided with and becomes part of the Order Form and which defines sometimes in conjunction with a Service Description the Consulting Services to be provided.

“范围文档”是指作随订购单一起提供并成为订购单一部分的文档，该文档有时与服务说明一起定义要提供的咨询服务。

- 1.10. **“Service Description”** means pre-defined descriptions of services found at <http://www.sap.com/servicedescriptions> current as of the effective date of the Order Form which in conjunction with a Scope Document defines the Consulting Services to be provided and becomes part of the Order Form.

“服务说明”是指自订购单生效日期起生效的预定义的服务说明（详见<http://www.sap.com/servicedescriptions>），其与范围文档一起定义要提供的咨询服务，并作为订购单的一部分。

- 1.11. **“Work Product”** means any work product or tangible results produced by or with SAP, including works created for or in cooperation with Customer.

“工作产品”是指由 SAP 或与 SAP 合作生产的任何工作产品或有形成果，包括为客户创建或与客户合作创建的成果。

2. PROVISION OF SERVICES

服务条款

- 2.1. Performance.

履行服务。

- 2.1.1. SAP will provide the Consulting Services in accordance with the Order Form, the GTC and this Supplement.

SAP 将依据订购单、GTC 和本补充提供咨询服务。

- 2.1.2. If any Consulting Service, in whole or in part, cannot be provided by SAP due to a Customer issue and Customer fails to provide SAP with reasonable advance notice, the time spent by SAP resources on such Consulting Service will be charged to Customer.

如因客户的问题使得 SAP 无法提供全部或部分咨询服务，且客户未能事先合理通知 SAP，则客户应承担 SAP 资源花在此类咨询服务上的时间成本。

- 2.2. Time not of essence

时间并非实质性因素

All dates with respect to performance of the Consulting Services are estimated and time shall not be deemed of the essence.

与履行咨询服务有关的所有日期均为预估时间，因此，时间不应被视为一项实质性因素。

- 2.3. Replacement.

更换。

If at any time Customer or SAP is dissatisfied with the material performance of a Consultant or a Customer project team member, the dissatisfied party shall promptly report such dissatisfaction to the other party in writing and may request a replacement. The other party shall use its reasonable discretion in accomplishing any such change (which also, in the case of SAP, shall be subject to staffing availability).

如任何时候客户或 SAP 对顾问或客户项目团队成员的实际表现不满意，不满意的一方应及时以书面形式将这种不满意情况报告给另一方，并可请求换人。另一方应经过合理的裁量处理任何此类变更请求（就 SAP 而言，这还应取决于人员配备的可用性）。

- 2.4. Rights.

权利。

Customer shall ensure to have all necessary use rights for the Cloud Service as well as any relevant third party license or use rights required to perform the Consulting Services.

客户应确保拥有云服务的所有必要使用权利，以及履行咨询服务所需的任何相关第三方许可或使用权利。

3. CUSTOMER RESPONSIBILITIES

客户责任

3.1. Access, System Security and Data Safeguards

访问权限、系统安全和数据保护

- 3.1.1. Customer will make the necessary arrangements to allow SAP to perform the Professional Services, including the availability of consistent, stable and fast remote connectivity and the necessary authorizations for remote access to Customer's systems.

客户应作出必要安排，允许 SAP 履行专业服务，包括提供一致、稳定且快速的远程连接，以及远程访问客户系统所需的权限。

- 3.1.2. If the Professional Services are performed at Customer's site, Customer agrees to provide necessary access to its site including appropriate access to Customer premises, computer systems and other facilities.

如专业服务在客户现场履行，则客户同意提供针对其现场的必要访问权限，包括针对客户的场地、计算机系统以及其他设施的适当访问权限。

- 3.1.3. When SAP is given access to Customer's systems and data, SAP shall comply with Customer's reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. In connection with such access, Customer shall be responsible for providing Consultants with user authorizations and passwords to access its systems and revoking such authorizations and terminating such access, as Customer deems appropriate from time to time. Customer shall not grant SAP access to Customer systems or personal information (of Customer or any third party) unless such access is essential for the performance of Services under the Agreement. Customer shall not store any personal data in non-production environments. No breach of this provision shall be deemed to have occurred in the event of SAP's non-conformance with the aforementioned safeguard but where no personal information has been compromised.

当 SAP 获准访问客户的系统和数据后，SAP 应遵从客户的合理管理、技术和物理保护规定，保护此类数据并防止未经授权的访问。针对此类访问，客户应不时地在自己认为适当的时候，负责为顾问提供访问其系统所需的用户权限和密码，撤销此类授权以及终止此类访问。客户不得授予 SAP 访问客户系统或（客户或任何第三方的）个人信息的权限，除非此类访问对于履行协议项下的服务至关重要。客户不得在非生产环境中存储任何个人数据。如 SAP 未能遵循上述保护规定但并未损害个人信息，则不视为违反本条款。

3.2. Customer Cooperation

客户合作

- 3.2.1. Customer shall provide and make available all Customer personnel that SAP reasonably requires in connection with performance of the Professional Services and as may be further addressed in an applicable Order Form.

客户应根据 SAP 的合理要求，提供和安排与履行专业服务有关的所有客户人员，这些人员可在适用的订购单中进一步加以明确。

- 3.2.2. Customer shall appoint a contact person with the authority to make decisions and to supply SAP with any necessary or relevant information expeditiously.

客户应指定一名有权制定决策并能够迅速向 SAP 提供必要或相关信息的联系人。

3.3. Use Rights Prerequisites

使用权利先决条件

- 3.3.1. Customer shall ensure to have all necessary use rights for the Cloud Service as well as any relevant third party license or use rights required to perform the Professional Services.

客户应确保拥有云服务的所有必要使用权利，以及履行专业服务所需的任何相关第三方许可或使用权利。

4. CHANGE REQUEST PROCEDURES

变更请求程序

4.1. Either party can request changes to the Services.

协议双方均可请求对服务进行变更。

4.2. SAP is not required to perform under a Change Request prior to the execution by the parties of the applicable Change Request.

在双方签字确认适用的变更请求之前，SAP 不需要依据变更请求实施任何行为。

5. FEES AND TAXES

费用和税款

Customer shall pay fees as stated in the Order Form. If Customer does not pay any fees in accordance with the terms of the Agreement then, in addition to any other available remedies, SAP may suspend the provision of Consulting Services until payment is made. SAP shall provide Customer with prior written notice before any such suspension. Any fees not paid when due shall accrue interest as specified in Order Form. Purchase orders are for administrative convenience only. SAP may issue an invoice and collect payment without a corresponding purchase order.

客户应支付订购单中所规定的费用。如客户未依据协议条款支付任何费用，除任何其他可用的补救措施外，SAP 可以暂停提供咨询服务，直到客户完成付款。SAP 应在任何此类暂停前向客户提供事先书面通知。到期未付的所有费用应按订购单中所约定的利率计收利息。采购订单仅为方便管理。SAP 可以在不具备相应采购订单的情况下开具发票并收取款项。

5.1. Taxes

税款

All fees and other charges described in the Agreement are subject to applicable Taxes, which will be charged for in addition to fees under the Agreement.

协议中所述的所有费用和其他收费均需缴纳适用的税费，这些税费不包括在协议项下的费用之内。

6. TERM AND TERMINATION

期限和终止

6.1. Term of the Agreement

协议期限

The Agreement becomes effective as of the Effective Date specified in the Order Form and shall remain in effect until the end of the term as specified in the Order Form or on completion of the Consulting Services in accordance with the Agreement, unless otherwise terminated earlier by either party in accordance with the GTC.

协议自订购单中规定的生效日期起生效，并在订购单中规定的期限结束或依据协议完成咨询服务之前一直有效，除非任何一方依据 GTC 提前终止。

6.2. Termination of the Agreement

协议的终止

6.2.1. Either party may terminate the Agreement (excluding agreements for fixed-price Consulting Services, Premium Engagement Services and subscriptions or monthly reoccurring Services), upon 30-days prior written notice to the other party, unless otherwise agreed in a Services Order Form.

除非服务订购单中另有约定，否则任何一方可在提前三十（30）天向另一方发出书面通知后，终止协议（不包括有关固定价格咨询服务、高级约定服务和订阅或月度经常性服务的协议）。

6.2.2. Section 6.2 of the GTC (Termination for material breach) applies to this Section 6.

GTC 第 6.2 节（因实质性违约而终止）适用于本节（即第 6 节）。

6.3. Effect of termination

终止的效力

6.3.1. Upon the effective date of termination of the Agreement, Customer shall be liable for payment of all costs, fees and expenses up to the effective date of termination for:

自协议终止生效之日起，客户应在终止生效日期之前支付以下方面相关的所有成本、费用和开支：

- a) any completed, partially completed or scheduled Services from any phase or milestone;
任何阶段或里程碑中任何已完成、已部分完成或已计划的服务；
- b) any reasonable committed costs or expenses; and
任何合理的调拨成本或开支；以及
- c) any non-refundable travel costs including visa costs and related expenses.
任何不可退还的差旅成本，包括签证费用和相关开支。

6.3.2. Upon the effective date of termination of the Agreement, Section 11.4 of the GTC regarding destruction and return of Confidential Information applies. The obligation to destroy or return Confidential Information shall not apply to Work Products provided by SAP to Customer, unless the Agreement is terminated by SAP in accordance with section 6.2 of the GTC.

自协议终止生效之日起，GTC 第 11.4 节中关于销毁和归还保密信息的内容适用。销毁或归还保密信息的义务不得适用于 SAP 提供给客户的工作产品，除非 SAP 依据 GTC 第 6.2 节规定终止协议。

6.4. Survival

存续

Sections 1, 5, 6, 7, 8, 10, 11 and 12 of this Supplement survive the expiry or termination of the Agreement
本补充第 1、5、6、7、8、10、11 和 12 节的规定在协议有效期届满或终止后继续有效。

7. USAGE RIGHTS AND RESTRICTIONS

使用权利和限制

7.1. Any Services, Deliverables and Work Products provided by SAP to Customer prior to the execution of an applicable Order Form or a Change Request are the sole property and Confidential Information of SAP and shall be governed by the terms of the Agreement. If no Order Form is completed, all Services, Work Products and Deliverables must be returned or deleted and must not be used.

签署相应的订购单或变更请求之前，由 SAP 向客户提供的任何服务、交付物和工作产品均为 SAP 的独有财产和保密信息，应受协议条款的约束。如未达成任何订购单，则所有服务、工作产品和交付物都必须予以返还或销毁，不得使用。

7.2. Once all amounts due under an Order Form are paid in full and all claims have been satisfied, Customer will be granted a non-exclusive, non-transferable license to use any Deliverables and Work Products provided to it by SAP under a relevant Order Form under the Agreement in order to run Customer's and its Affiliates' internal business operations. This license will be granted to the same extent and term as the License Agreement. The foregoing will be subject to Customer's compliance with the terms of the License Agreement and this Agreement.

当足额支付了订购单项下的所有应付款项并满足所有要求后，客户将获得非独占的、不可转让的许可，允许其使用 SAP 依据协议的相关订购单向其提供的任何交付物和工作产品，以便开展客户及其关联企业的内部业务运营。本许可将被授予与许可协议相同的范围和期限。前述规定的前提是客户遵守许可协议和本协议的条款。

7.3. Customer may allow its third party service providers to access the Deliverables, Work Product and Services of SAP solely for purposes of supporting the Customer or its Affiliates and provided that such third party service provider is obligated under substantially similar written terms to protect SAP Confidential Information. Customer shall be responsible for breaches of the Agreement caused by its third party service providers. Customer must immediately notify SAP in writing if any third party gains unauthorized access

to SAP proprietary materials or Confidential Information. Customer shall take all reasonable steps to stop such unauthorized access.

客户可以允许其第三方服务提供商仅出于支持客户或其关联企业之目的访问 SAP 的交付物、工作产品和服务，但前提是，此类第三方服务提供商有义务遵守实质上相似的书面条款，保护 SAP 保密信息。客户应对其第三方服务提供商违反协议的行为承担责任。如任何第三方未经授权访问了 SAP 专有材料或保密信息，客户必须立即书面通知 SAP。客户应当采取一切合理的步骤阻止此类未经授权的访问。

8. FEEDBACK

反馈

Customer may at its sole discretion and option provide SAP with Feedback. In such instance, SAP, SAP SE and its Affiliates may in its sole discretion retain and freely use, incorporate or otherwise exploit such Feedback without restriction, compensation or attribution to the source of the Feedback.

客户可自行决定向 SAP 提供反馈。在此类情况下，SAP、SAP SE 及其关联企业可自行决定保留和自由使用、合并或以其他方式利用此类反馈，而不受限制、补偿或无需注明反馈来源。

9. CONSULTING SERVICES WARRANTY

咨询服务保证

9.1. Good industry practices

良好的行业实践

9.1.1. SAP warrants that:

SAP 保证：

- a) its Consulting Services will be performed in a professional workman-like manner by Consultants with the skills reasonably required for the Services; and
其咨询服务将由拥有合理技能的顾问以专业水准提供；以及
- b) for 30 days following provision of the Service, the Deliverables will materially conform with the applicable specifications for that Deliverable. For clarity, the warranty period for Deliverables (if any) resulting from any subscription based Services will in no event exceed the termination date of the subscription based Services.

在提供服务后三十（30）天内，交付物将在实质上符合该交付物的适用说明。特此澄清，任何情况下，任何基于订阅的服务产生的交付物（如有）的保证期限都不得超过基于订阅的服务的终止日期。

9.1.2. SAP does not warrant error-free or uninterrupted operation of any Service or Deliverable or that SAP will correct all non-conformities.

SAP 不保证任何服务或交付物不会出现错误或运行中断，也不保证会对所有不符合情况进行纠正。

9.2. Notification

通知

Customer shall notify SAP within 30 days of provision of the Service or Deliverable in writing of the alleged warranty breach and provide SAP with a precise description of the problem and all relevant information reasonably necessary for SAP in order to rectify such warranty breach.

客户应在提供服务或交付物的三十（30）天内就声称的违反服务保证的具体情况书面通知 SAP，并向 SAP 准确描述相关问题以及 SAP 要纠正此类违反服务保证情况合理需要的所有相关信息。

9.3. Remedy

补救措施

Provided Customer has notified SAP in accordance with Section 9.2 of a warranty breach and SAP validates the existence of such warranty breach, SAP will, at its option:

如客户已依据第 9.2 节规定将违反服务保证的具体情况通知 SAP 并且 SAP 证实此类违反保证情况的存在，SAP 将自行决定：

- a) re-perform the applicable Services or Deliverable; or
重新提供适用的服务或交付物；或
- b) refund the fee paid or reallocate quota for the specific non-conforming Service or Deliverable.
退还就特定的不合规服务或交付物收取的费用或重新分配配额。

This is Customer's sole and exclusive remedy for a warranty breach.

这是客户就 SAP 违反保证条款所能采取的唯一且排他的补救措施。

9.4. Exclusions

例外情形

This warranty shall not apply:

下列情形不适用保证：

- a) if the Deliverables are not used in accordance with any applicable documentation provided; or
交付物未按照所提供的任何适用文档进行使用；或
- b) if the alleged warranty breach is caused by a modification to the Deliverable, Customer or third party software.
因修改交付物、客户或第三方软件导致声称违反服务保证。

10. THIRD PARTY CLAIMS

第三方索赔

10.1. Claims brought against Customer

对客户提出的索赔

- 10.1.1. SAP will defend Customer against claims brought against Customer and its Affiliates by any third-party alleging that Customer's and its Affiliates' use of the Deliverables infringes or misappropriates a patent claim, copyright or trade secret right. SAP will indemnify Customer against all damages finally awarded against Customer (or the amount of any settlement SAP enters into) with respect to these claims.

对于任何第三方声称客户及其关联企业对交付物的使用侵犯或盗用专利权申请、版权或商业秘密权而提起的诉讼，SAP 应为客户及其关联企业提供抗辩。SAP 将就此类索赔作出的终审判决对客户造成的损失（或 SAP 达成的任何和解金额）对其进行补偿。

- 10.1.2. SAP's obligation under Section 10.1.1 will not apply if the alleged claim results from:

如第 10.1.1 节中规定的 SAP 应承担的义务不适用于因以下情况导致的索赔：

- a) use of the Deliverables in conjunction with any other software, services or any product that SAP did not provide;
将交付物与任何其他软件、服务或非 SAP 提供的任何产品一起使用；
- b) use of the Deliverable provided for no fee;
使用免费提供的交付物；
- c) Customer's failure to timely notify SAP in writing of any such claim if SAP is prejudiced by Customer's failure to provide or delay in providing such notice;
客户未能及时以书面形式通知 SAP 任何此类索赔，而 SAP 因客户未能提供或延迟提供此类通知而受到损害；
- d) modification of the Deliverable by Customer or by a third party on behalf of Customer;
客户或代表客户的第三方对交付物进行修改；
- e) anything that Customer provides to SAP including configurations, instructions or specifications in relation to Services; or
客户向 SAP 提供的任何内容，包括与服务相关的配置、说明或规范；或
- f) any use of the Services not permitted under the Agreement.

以协议不允许的任何方式使用服务。

- 10.2. If a third party makes a claim under Section 10.1 or in SAP's reasonable opinion is likely to make such claim, SAP may, at its sole option and expense:

如第三方提出第 10.1 节下所述的索赔或 SAP 合理认为可能会提出此类索赔，SAP 可自行选择并承担费用：

- a) procure for Customer the right to continue using the Deliverable under the terms of the Agreement; or
为客户取得依据协议条款继续使用交付物的权利；或
- b) replace or modify the Deliverable to be non-infringing without material decrease in functionality.
在不实质性减少功能的情况下更换或修改交付物，做到不侵权。

- 10.3. If these options are not reasonably available, SAP or Customer may terminate the Agreement relating to the affected Deliverable upon written notice to the other.

若无法合理提供上述选项，SAP 或客户可在书面通知对方之后终止与受影响的交付物相关的协议。

- 10.4. SAP expressly reserves the right to cease such defense of any claim(s) in the event the applicable Deliverable is no longer alleged to infringe or misappropriate the third party's rights.

适用的交付物不再存在侵犯或盗用第三方权利嫌疑的，SAP 明确保留停止对任何索赔的前述抗辩的权利。

- 10.5. Claims Brought Against SAP

对 SAP 提出的索赔

- 10.5.1. Customer shall defend SAP and its Affiliates against claims brought against SAP by any third party arising from or related to:

任何第三方因以下相关原因对 SAP 提出索赔的，客户应为 SAP 及其关联企业提供抗辩：

- a) any Customer use of the Consulting Services in violation of any applicable law or regulation; and
客户违反任何适用法律或法规使用咨询服务的任何行为；以及
- b) an allegation that the Customer Data, Customer's use of the Consulting Services or anything Customer has provided to SAP including access to third party software or proprietary information violates, infringes or misappropriates the rights of a third party.

声称因客户数据、客户对咨询服务的使用或客户提供给 SAP 的任何内容（包括访问第三方软件或专有信息）违反、侵犯或滥用第三方权利。

- 10.5.2. The foregoing shall apply regardless of whether such damage is caused by the conduct of Customer and/or its Authorized Users or by the conduct of a third party using Customer's access credentials.

不论是因客户和/或其授权用户的行为还是使用客户访问凭据的第三方的行为导致此类损失，前述义务均适用。

- 10.6. Section 8.3 (Third Party Claim Procedure) and section 8.4 (Exclusive remedy) of the GTC apply to this section 10.

GTC 第 8.3 节（第三方索赔程序）和第 8.4 节（排他性补救措施）适用于本节（即第 10 节）。

11. LIMITATION OF LIABILITY

责任限制

- 11.1. No Cap on Liability

无责任限额

Neither party's liability is capped for damages resulting from:

对于因以下各项引起的损害，任何一方的责任均无限额：

- a) death or bodily injury arising from either party's gross negligence or willful misconduct; and/or
因任一方的重大过失或有意过错而引起的死亡或人身伤害；和/或
- b) any failure by Customer to pay any fees due under the Agreement.

客户未能支付协议项下的任何应付费用。

- 11.2. Except as set forth in Section 11.1 above, the maximum aggregate liability of either party (or their respective Affiliates, SAP licensors or SAP's subcontractors) to the other or any other person or entity for all events (or series of connected events) shall not exceed the fees paid for the applicable Consulting Services under the relevant Order Form or in the case of Premium Engagement Services, subscription based Services or Services with monthly reoccurring fees, the fees paid in the 12 month period preceding the date of the incident giving rise to the liability.

除非上述第 11.1 节另有规定，任何一方（或其各自关联企业、SAP 的许可方或分包商）就所有事件（或一系列相关事件）对另一方或其他任何个人或实体承担的最大责任总额均不得超过针对相关订购单中的适用咨询服务已支付的费用，或者就高级约定服务、基于订阅的服务或产生每月经常性费用的服务而言，不得超过在引起责任的事件发生之日前的十二（12）个月针对此类服务已支付的费用。

- 11.3. Exclusions to damages

损害排除

In no case will:

在任何情况下：

- a) either party (or its respective Affiliates or SAP's subcontractors or licensors) be liable to the other party for any special, incidental, consequential or indirect damages, loss of goodwill or business profits, work stoppage or for exemplary or punitive damages; and

任何一方（或其各自的关联企业或 SAP 的分包商或许可方）均不就任何特殊的、偶发的、衍生的或间接的损害、商誉或利润损失、停工、惩戒性的或惩罚性损失对另一方承担责任；且

- b) SAP be liable for any damages caused by any Services provided for no fee.

SAP 不就因任何免费提供的服务而引起的损害承担责任。

- 11.4. Disclaimer

免责声明

Except as expressly provided in the Agreement, neither SAP or its subcontractors or licensors make any representation or warranties, express or implied, statutory or otherwise, regarding any matter, including the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of or integration with any products or services provided under the Agreement, or that the operation of any products or Services will be secure, uninterrupted or error free. Customer agrees that it is not relying on delivery of future functionality, public comments or advertising of SAP or product roadmaps in obtaining the Consulting Services.

除非协议明确规定，否则 SAP 或其分包商或许可方不以法定形式或其他方式，就任何事宜，包括适销性、适用性、独创性或适合特定用途或目的，通过使用和集成依据协议提供的任何产品或服务衍生出的不侵权或结果，或任何产品或服务的操作安全、不会出现中断或错误，做任何明示或暗示的陈述或担保。客户同意，其在获得咨询服务时未依赖 SAP 未来的功能交付、公开评论或广告或者产品路线图。

12. MISCELLANEOUS

其他条款

- 12.1. Subcontracting

分包

SAP may use subcontractors to provide all or part of the applicable Consulting Services under the Agreement. SAP is responsible for the performance of any Consulting Services by a subcontractor to the same extent as it would be if performed by its own employees.

SAP 可使用分包商提供协议项下的所有或部分适用的咨询服务。SAP 对分包商提供的任何咨询服务负责，就如同 SAP 自己的员工提供的服务一样。

- 12.2. Non-Solicitation

禁止招揽

Neither party shall knowingly solicit or hire, the other party's employees involved in the Consulting Services during the term or for a period of 6 months from the termination of the applicable Order Form, without the express written consent of the other party. This provision shall not restrict the right of either party to solicit or recruit generally in the media.

未经另一方明确书面同意，任何一方不得在适用订购单的有效期限内或适用订购单终止后的六（6）个月内，故意招揽或雇用另一方参与咨询服务的任何员工。本条款不得限制任何一方通过媒体进行正常招揽或聘用的权利。

12.3. Hierarchy

效力等级

In the event of any inconsistencies the following order of precedence shall apply:

如有任何不一致之处，应适用以下优先顺序：

- i. Order Form including Scope Document;
包含范围文档的订购单；
- ii. Service Description (if any);
服务说明（如有）；
- iii. DPA
- iv. This Supplement;
本补充；
- v. The GTC.
GTC。