

## DATA PROCESSING AGREEMENT FOR CLOUD SERVICES

### 云服务的数据处理协议

#### 1. DEFINITIONS

##### 定义

- 1.1. **“Controller”** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data; for the purposes of this DPA, where Customer acts as processor for another controller, it shall in relation to SAP be deemed as additional and independent Controller with the respective controller rights and obligations under this DPA.

“控制方”是指独立或与其他方一起确定个人数据处理目的和方式的自然人、法人、公共机构、代理机构或其他团体；就本 DPA 而言，若客户作为另一控制方的处理方，对于 SAP，该控制方应视为具有本 DPA 下相应控制方权利和义务的额外独立控制方。

- 1.2. **“Data Protection Law”** means the applicable legislation protecting the fundamental rights and freedoms of persons and their right to privacy with regard to the processing of Personal Data under the Agreement.

“数据保护法”是指旨在保护与依据协议处理个人数据相关的个人基本权利、自由以及隐私权的适用法律。

- 1.3. **“Data Subject”** means an identified or identifiable natural person as defined by Data Protection Law.

“数据当事人”是指根据数据保护法规定，已识别或可识别的自然人。

- 1.4. **“EEA”** means the European Economic Area, namely the European Union Member States along with Iceland, Liechtenstein and Norway.

“EEA”是指欧洲经济区，即欧盟成员国及冰岛、列支敦斯登和挪威。

- 1.5. **“GDPR”** means the General Data Protection Regulation 2016/679.

“GDPR”是指通用数据保护条例 2016/679。

- 1.6. **“My Trust Center”** means information available on the SAP support portal (see: <https://support.sap.com/en/my-support/trust-center.html>) or the SAP agreements website (see: <https://www.sap.com/about/trust-center/agreements.html>) or any subsequent website(s) made available by SAP to Customer.

“我的信任中心”是指 SAP 支持门户（<https://support.sap.com/en/my-support/trust-center.html>）或 SAP 协议网站（<https://www.sap.com/about/trust-center/agreements.html>）或 SAP 提供给客户的任何后续网站上提供的信息。

- 1.7. **“New SCC Relevant Transfer”** means a transfer (or an onward transfer) to a Third Country of Personal Data that is either subject to GDPR or to applicable Data Protection Law and where any required adequacy means under GDPR or applicable Data Protection Law can be met by entering into the New Standard Contractual Clauses.

“新标准合同条款相关传输”是指根据 GDPR 或适用的数据保护法的规定，向第三方国家/地区传输（或转送）个人数据，且 GDPR 或适用数据保护法要求的充分保护措施可通过签订新标准合同条款来实现。

- 1.8. **“New Standard Contractual Clauses”** means the unchanged standard contractual clauses, published by the European Commission, reference 2021/914 or any subsequent final version thereof which shall automatically apply. To avoid doubt Modules 2 and 3 shall apply as set out in Section 8.

“新标准合同条款”是指欧盟委员会发布的未变更的标准合同条款（参考编号 2021/914）或该标准合同条款的任何后续最终版本，后续最终版本应自动适应于本协议。为避免疑义，模块 2 和模块 3 应依照第 8 节的规定予以适用。

1.9. **“Personal Data”** means any information relating to a Data Subject which is protected under Data Protection Law. For the purposes of the DPA, it includes only personal data which is:

“**个人数据**”是指受数据保护法保护的、与数据当事人有关的任何信息。就本 DPA 而言，它仅包括以下个人数据：

- a) entered by Customer or its Authorized Users into or derived from their use of the Cloud Service; or  
由客户或其授权用户在使用云服务时输入或产生的个人数据；或者
- b) supplied to or accessed by SAP or its Subprocessors in order to provide support under the Agreement. Personal Data is a sub-set of Customer Data (as defined under the Agreement).  
为提供协议中所述的相关支持提供给 SAP 或其分处理方或者 SAP 或其分处理方可访问的个人数据。个人数据是客户数据的组成部分（详见协议中的规定）。

1.10. **“Personal Data Breach”** means a confirmed:

“**个人数据违规**”是指经确认：

- a) accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or unauthorized third-party access to Personal Data; or  
意外或非法破坏、丢失、篡改、擅自披露或第三方未经授权访问个人数据；或
- b) similar incident involving Personal Data, in each case for which a Controller is required under Data Protection Law to provide notice to competent data protection authorities or Data Subjects.  
涉及个人数据的类似事件。在此类事件中，控制方需要根据数据保护法的要求，向主管数据保护机构或数据当事人发送通知。

1.11. **“Processor”** means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller, be it directly as processor of a controller or indirectly as subprocessor of a processor which processes personal data on behalf of the controller.

“**处理方**”是指代表控制方处理个人数据的自然人、法人、公共机构、代理机构或其他团体，可以是控制方的直接处理方，也可以是代表控制方处理个人数据的处理方的间接分处理方。

1.12. **“Schedule”** means the numbered Appendix with respect to the Standard Contractual Clauses (2010) and the numbered Annex with respect to the New Standard Contractual Clauses.

“**附录**”是指关于标准合同条款（2010）的带编号的附录以及关于新标准合同条款的带编号的附件。

1.13. **“Standard Contractual Clauses (2010)”** means the Standard Contractual Clauses (processors) published by the European Commission, reference 2010/87/EU.

“**标准合同条款（2010）**”是指欧盟委员会发布的标准合同条款（处理方），参考编号为 2010/87/EU。

1.14. **“Subprocessor”** or **“sub-processor”** means SAP Affiliates, SAP SE, SAP SE Affiliates and third parties engaged by SAP, SAP SE or SAP SE’s Affiliates in connection with the Cloud Service and which process Personal Data in accordance with this DPA.

“**分处理方**”是指 SAP 关联企业、SAP SE、SAP SE 关联企业以及 SAP、SAP SE、SAP SE 关联企业聘用的与云服务有关且根据本 DPA 处理个人数据的第三方。

1.15. **“Technical and Organizational Measures”** means the technical and organizational measures for the relevant Cloud Service published on My Trust Center (see: <https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?search=Technical%20Organizational%20Measures>).

“**技术措施和组织措施**”是指在“我的信任中心”发布的相关云服务的技术措施和组织措施（参见 <https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?search=Technical%20Organizational%20Measures>）。

- 1.16. **“Third Country”** means any country, organization or territory not acknowledged by the European Union under Article 45 of GDPR as a safe country with an adequate level of data protection.

“**第三方国家/地区**”是指欧盟根据 GDPR 第 45 条未将其确认为安全的具有充足数据保护级别的国家/地区、组织或地域。

## 2. **BACKGROUND**

### 背景信息

#### 2.1. Purpose and Application

目的和应用

- 2.1.1. This document (**“DPA”**) is incorporated into the Agreement and forms part of a written (including in electronic form) contract between SAP and Customer.

本文档（以下简称**“DPA”**）纳入协议并构成 SAP 与客户之间签订的书面（包括电子形式）合同的一部分。

- 2.1.2. This DPA applies to Personal Data processed by SAP and its Subprocessors in connection with its provision of the Cloud Service.

本 DPA 适用于 SAP 及其分处理方处理的与云服务的提供有关的个人数据。

- 2.1.3. This DPA does not apply to non-production environments of the Cloud Service if such environments are made available by SAP. Customer shall not store Personal Data in such environments.

如果 SAP 提供了云服务的非生产环境，本 DPA 不适用于非生产环境。客户不得在此类非生产环境中存储个人数据。

#### 2.2. Structure

结构

Schedules 1 and 2 are incorporated into and form part of this DPA. They set out the agreed subject-matter, the nature and purpose of the processing, the type of Personal Data, categories of data subjects (Schedule 1) and the applicable Technical and Organizational Measures (Schedule 2).

附录 1 和 2 纳入本 DPA 并构成本 DPA 的一部分。这两个附录规定了约定的主旨，处理性质和目的，个人数据类型，数据当事人类别（附录 1）以及适用技术措施和组织措施（附录 2）。

#### 2.3. Governance

管控

- 2.3.1. SAP acts as a Processor and Customer and those entities that it permits to use the Cloud Service act as Controllers under the DPA.

SAP 作为处理方，客户及其允许使用云服务的实体作为受 DPA 约束的控制方。

- 2.3.2. Customer acts as a single point of contact and shall obtain any relevant authorizations, consents and permissions for the processing of Personal Data in accordance with this DPA, including, where applicable approval by Controllers to use SAP as a Processor. Where authorizations, consent, instructions or permissions are provided by Customer these are provided not only on behalf of the Customer but also on behalf of any other Controller using the Cloud Service. Where SAP informs or gives notice to Customer, such information or notice is deemed received by those Controllers permitted by Customer to use the Cloud Service. Customer shall forward such information and notices to the relevant Controllers.

客户作为单一联络点，应获取依据本 DPA 处理个人数据所需的任何相关授权、同意和许可，包括控制方将 SAP 用作处理方的相应批准。一旦客户提供授权、同意、指示或许可，这些授权、同意、指示或许可不仅代表客户提供，还代表使用云服务的任何其他控制方提供。若 SAP 向客户发出信息或通知，此类信息或通知应视为已由客户允许其使用云服务的控制方接收。客户应将此类信息和通知转发给相关控制方。

### **3. SECURITY OF PROCESSING**

#### **处理安全**

#### **3.1. Applicability of the Technical and Organizational Measures**

技术措施和组织措施的适用性

SAP has implemented and will apply the Technical and Organizational Measures. Customer has reviewed such measures and agrees that as to the Cloud Service selected by Customer in the Order Form the measures are appropriate taking into account the state of the art, the costs of implementation, nature, scope, context and purposes of the processing of Personal Data.

SAP 已制定并将实施技术措施和组织措施。客户已查看此类措施并同意，关于客户在订购单中选择的云服务，考虑目前的技术发展水平、实施成本，以及个人数据的处理性质、范围、背景和目的，采取的相应措施是合适的。

#### **3.2. Changes**

变更

#### **3.2.1. SAP applies the Technical and Organizational Measures to SAP's entire customer base hosted out of the same data center or receiving the same Cloud Service. SAP may change the Technical and Organizational Measures at any time without notice so long as it maintains a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without diminishing the security level protecting Personal Data.**

SAP 对托管于相同数据中心或接收相同云服务的整个 SAP 客户群应用技术措施和组织措施。SAP 可随时更改技术措施和组织措施，且无需另行发送通知，但前提是维持相当或更高的安全等级。各项措施可由具有相同作用的新措施替代，但不得降低个人数据保护的安全等级。

#### **3.2.2. SAP will publish updated versions of the Technical and Organizational Measures on My Trust Center and where available Customer may subscribe to receive e-mail notification of such updated versions.**

SAP 将在“我的信任中心”发布更新版本的技术措施和组织措施，在可行情况下，客户可以订阅通知服务，在出现更新版本时，获得相应的电子邮件通知。

### **4. SAP OBLIGATIONS**

#### **SAP 的义务**

#### **4.1. Instructions from Customer**

客户的指示

SAP will process Personal Data only in accordance with documented instructions from Customer. The Agreement (including this DPA) constitutes such documented initial instructions and each use of the Cloud Service then constitutes further instructions. SAP will use reasonable efforts to follow any other Customer instructions, as long as they are required by Data Protection Law, technically feasible and do not require changes to the Cloud Service. If any of the before-mentioned exceptions apply, or SAP otherwise cannot comply with an instruction or is of the opinion that an instruction infringes Data Protection Law, SAP will immediately notify Customer (email permitted).

SAP 仅根据客户的书面指示处理个人数据。协议（包括本 DPA）构成此类初始书面指示，之后每次对云服务的使用构成进一步指示。SAP 将尽合理努力遵循任何其他客户指令，但前提是，这些指令必须符合数据保护法要求并在技术上可行，而且不要求对云服务进行任何更改。如果出现任何上述例外情况，或 SAP 无法遵从某项指令或认为某项指令违反了数据保护法，SAP 将立即通知客户（允许使用电子邮件的方式）。

#### **4.2. Processing on Legal Requirement**

根据法律要求进行处理

SAP may also process Personal Data where required to do so by applicable law. In such a case, SAP shall inform Customer of that legal requirement before processing unless that law prohibits such information on important grounds of public interest.

如果适用法律要求，SAP 也可处理个人数据。在此类情况下，SAP 应在处理之前告知客户此类法律要求，除非该法律出于公共利益的需要禁止告知。

#### 4.3. Personnel

人员

To process Personal Data, SAP and its Subprocessors shall only grant access to authorized personnel who have committed themselves to confidentiality. SAP and its Subprocessors will regularly train personnel having access to Personal Data in applicable data security and data privacy measures.

为处理个人数据，SAP 及其分处理方应仅向承诺保密的授权人员授予访问权限。SAP 及其分处理方应定期对获得个人数据访问权限的人员进行相应数据安全和数据隐私措施方面的培训。

#### 4.4. Cooperation

合作

##### 4.4.1. At Customer's request, SAP will reasonably cooperate with Customer and Controllers in dealing with requests from Data Subjects or regulatory authorities regarding SAP's processing of Personal Data or any Personal Data Breach.

如客户请求，SAP 应合理配合客户和控制方，协助其处理数据当事人或监管部门就 SAP 对个人数据的处理或任何个人数据违规提出的要求。

##### 4.4.2. If SAP receives a request from a Data Subject in relation to the Personal Data processing hereunder, SAP will promptly notify Customer (where the Data Subject has provided information to identify the Customer) via e-mail and shall not respond to such request itself but instead ask the Data Subject to redirect its request to Customer.

如 SAP 收到数据当事人与本协议项下所述的个人数据处理有关的请求，SAP 应立即通过电子邮件通知客户（前提是数据当事人已提供了可用于识别客户的信息），且不会自行回复此类请求，而是会要求数据当事人将请求重新发送给客户。

##### 4.4.3. In the event of a dispute with a Data Subject as it relates to SAP's processing of Personal Data under this DPA, the Parties shall keep each other informed and, where appropriate, reasonably co-operate with the aim of resolving the dispute amicably with the Data Subject.

如果与数据当事人就 SAP 依据本 DPA 对个人数据的处理产生争议，双方应相互告知，并在适当情况下合理合作，与数据当事人友好解决争议。

##### 4.4.4. SAP shall provide functionality for production systems that supports Customer's ability to correct, delete or anonymize Personal Data from a Cloud Service, or restrict its processing in line with Data Protection Law. Where such functionality is not provided, SAP will correct, delete or anonymize any Personal Data, or restrict its processing, in accordance with the Customer's instruction and Data Protection Law.

SAP 应提供生产系统的相关功能，支持客户依据数据保护法的规定，对云服务中的个人数据进行更正、删除或匿名化处理，或限制数据的处理。若未提供此类功能，SAP 应根据客户的指示和数据保护法的规定，对个人数据进行更正、删除或匿名化处理，或限制数据的处理。

#### 4.5. Personal Data Breach Notification

个人数据违规通知

SAP will notify Customer without undue delay after becoming aware of any Personal Data Breach and provide reasonable information in its possession to assist Customer to meet Customer's obligations to report a Personal Data Breach as required under Data Protection Law. SAP may provide such information in phases

as it becomes available. Such notification shall not be interpreted or construed as an admission of fault or liability by SAP.

在发现任何个人数据违规行为后，SAP 应及时通知客户，并提供掌握的合理信息，协助客户履行根据数据保护法要求报告个人数据违规行为的义务。SAP 可分阶段提供此类可用信息。此类通知不得被误解为或理解为 SAP 对过错或责任的承认。

#### 4.6. Data Protection Impact Assessment

数据保护影响评估

If, pursuant to Data Protection Law, Customer (or its Controllers) are required to perform a data protection impact assessment or prior consultation with a regulator, at Customer's request, SAP will provide such documents as are generally available for the Cloud Service (for example, this DPA, the Agreement, Audit Reports and Certifications). Any additional assistance shall be mutually agreed between the Parties.

根据数据保护法，若客户（或其控制方）需要执行数据保护影响评估或需事先咨询监管机构，应客户请求，SAP 应提供针对云服务普遍可获的此类文档（例如，本 DPA、协议、审计报告和认证）。任何其他协助须经双方共同约定。

### 5. DATA EXPORT AND DELETION

**数据导出及删除。**

#### 5.1. Export and Retrieval by Customer

客户导出和检索

During the Subscription Term and subject to the Agreement, Customer can access its Personal Data at any time. Customer may export and retrieve its Personal Data in a standard format. Export and retrieval may be subject to technical limitations, in which case SAP and Customer will find a reasonable method to allow Customer access to Personal Data.

在租用期限内，按照协议规定，客户能够随时访问其个人数据。客户可以标准格式导出和检索其个人数据。导出和检索可能会受技术限制，在此情形下，SAP 与客户应共同找到一种合理的方法以使客户能够访问个人数据。

#### 5.2. Deletion

删除

Before the Subscription Term expires, Customer may use SAP's self-service export tools (as available) to perform a final export of Personal Data from the Cloud Service (which shall constitute a "return" of Personal Data). At the end of the Subscription Term, Customer hereby instructs SAP to delete the Personal Data remaining on servers hosting the Cloud Service within a reasonable time period in line with Data Protection Law (not to exceed 6 months) unless applicable law requires retention.

在租用期限届满之前，客户可以使用 SAP 的自助服务导出工具（视提供情况而定）执行个人数据从云服务中的最终导出操作（该操作应视为个人数据的“返还”）。在租用期限结束时，客户特此指示 SAP 在合理期限内（不得超过六（6）个月），根据数据保护法规定删除托管云服务的服务器上保留的个人数据，除非适用法律要求保留这些数据。

### 6. CERTIFICATIONS AND AUDITS

**认证和审计**

#### 6.1. Customer Audit

客户审计

Customer or its independent third party auditor reasonably acceptable to SAP (which shall not include any third party auditors who are either a competitor of SAP or not suitably qualified or independent) may audit SAP's control environment and security practices relevant to Personal Data processed by SAP only if:

客户或独立第三方审计机构（经 SAP 合理认可的，不包括属于 SAP 竞争对手或没有适当资格或非独立的任何第三方审计机构）可就 SAP 处理个人数据的 SAP 控制环境和安全实践进行审计，但前提是：

- a) SAP has not provided sufficient evidence of its compliance with the Technical and Organizational Measures that protect the production systems of the Cloud Service through providing either: (i) a certification as to compliance with ISO 27001 or other standards (scope as defined in the certificate); or (ii) a valid ISAE3402 or ISAE3000 or other SOC1-3 attestation report. Upon Customer's request audit reports or ISO certifications are available through the third party auditor or SAP;

SAP 未能提供以下任一证明，就保护云服务生产系统的技术措施和组织措施提供充分的合规证据：(i) 符合 ISO 27001 标准或其他标准（具体范围见证书中的定义）的证书；或 (ii) 有效的 ISAE3402 或 ISAE3000 或其他 SOC1-3 认证报告。一旦客户请求，审计报告或 ISO 证书应通过第三方审计机构或 SAP 提供；

- b) a Personal Data Breach has occurred;  
出现个人数据违规行为；
- c) an audit is formally requested by Customer's data protection authority; or  
客户的数据保护机构正式要求实施审计；或者
- d) provided under mandatory Data Protection Law conferring Customer a direct audit right and provided that Customer shall only audit once in any 12 month period unless mandatory Data Protection Law requires more frequent audits.

强制性数据保护法授予客户直接审计权利，但前提是客户在任意十二（12）个月期限内仅执行一次审计，除非强制性数据保护法要求提高审计频率。

## 6.2. Other Controller Audit

其他控制方审计

Any other Controller may assume Customer's rights under Section 6.1 only if it applies directly to the Controller and such audit is permitted and coordinated by Customer. Customer shall use all reasonable means to combine audits of multiple other Controllers to avoid multiple audits.unless the audit must be undertaken by the other Controller itself under Data Protection Law. If several Controllers whose Personal Data is processed by SAP on the basis of the Agreement require an audit, Customer shall use all reasonable means to combine the audits and to avoid multiple audits.

任何其他控制方仅在第 6.1 节直接适用于控制方，且客户允许并协调此类审计的情况下，才能享有客户在第 6.1 节中的权利。客户应采取一切合理措施整合多个其他控制方的审计，避免进行多次审计，除非根据数据保护法的规定，审计必须由其他控制方自行完成。如果多个由 SAP 依据协议处理其个人数据的控制方要求审计，客户应采取一切合理措施整合这些审计，避免进行多次审计。

## 6.3. Scope of Audit

审计范围

Customer shall provide at least 60 days advance notice of any audit unless mandatory Data Protection Law or a competent data protection authority requires shorter notice. The frequency and scope of any audits shall be mutually agreed between the parties acting reasonably and in good faith. Customer audits shall be limited in time to a maximum of 3 business days. Beyond such restrictions, the parties will use current certifications or other audit reports to avoid or minimize repetitive audits. Customer shall provide the results of any audit to SAP.

对于任何审计，客户应至少提前六十（60）天发出通知，除非强制性数据保护法或主管数据保护机构要求在较短的时间内发送通知。任何审计的频率和范围均须经双方共同合理、诚意约定。客户审计时间最多为三（3）

个工作日。若超过此时间限制，双方应利用现有的证书或其他审计报告避免或最大限度减少重复审计工作。客户应向 SAP 提供任何审计的结果。

#### 6.4. Cost of Audits

审计费用

Customer shall bear the costs of any audit unless such audit reveals a material breach by SAP of this DPA, then SAP shall bear its own expenses of an audit. If an audit determines that SAP has breached its obligations under the DPA, SAP will promptly remedy the breach at its own cost.

客户应承担任何审计费用，除非此类审计发现 SAP 实质性违反本 DPA，这种情况下，SAP 应自行承担 SAP 部分的审计费用。如审计发现 SAP 违反其在本 DPA 下的义务，SAP 应自担费用立即对违规行为进行补救。

### 7. SUBPROCESSORS

分处理方

#### 7.1. Permitted Use

许可使用

SAP is granted a general authorization to subcontract the processing of Personal Data to Subprocessors, provided that:

SAP 获得将个人数据处理工作分包给分处理方的一般授权，但前提是：

- a) SAP or SAP SE on its behalf shall engage Subprocessors under a written (including in electronic form) contract consistent with the terms of this DPA in relation to the Subprocessor's processing of Personal Data. SAP shall be liable for any breaches by the Subprocessor in accordance with the terms of this Agreement;

SAP 或代表 SAP 的 SAP SE 就分处理方对个人数据的处理，通过与本 DPA 条款一致的书面合同（包括电子形式）聘用分处理方。根据本协议条款，SAP 应对分处理方的任何违约行为承担责任；

- b) SAP will evaluate the security, privacy and confidentiality practices of a Subprocessor prior to selection to establish that it is capable of providing the level of protection of Personal Data required by this DPA; and

在选择分处理方之前，SAP 应评估分处理方在安全、隐私和保密方面的实践，确定其有能力提供本 DPA 中要求的个人数据保护等级；以及

- c) SAP's list of Subprocessors in place on the effective date of the Agreement is published by SAP on My Trust Center or SAP will make it available to Customer upon request, including the name, address and role of each Subprocessor SAP uses to provide the Cloud Service.

SAP 将在“我的信任中心”发布在协议生效之日可用的分处理方名单，SAP 也可以应客户请求提供该名单，其中包括 SAP 用来提供云服务的各个分处理方的名称、地址和角色。

#### 7.2. New Subprocessors

新的分处理方

SAP's use of Subprocessors is at its discretion, provided that:

SAP 自行决定分处理方的使用，但前提是：

- a) SAP will inform Customer in advance (by email or by posting on the My Trust Center) of any intended additions or replacements to the list of Subprocessors including name, address and role of the new Subprocessor; and

SAP 应通过电子邮件或以在“我的信任中心”发布的方式，提前通知客户分处理方名单的拟定增加或更换情况，其中应列出新的分处理方的名称、地址和角色；以及

- b) Customer may object to such changes as set out in Section 7.3.



客户可根据第 7.3 节规定，对此类变更提出异议。

### 7.3. Objections to New Subprocessors

对新的分处理方提出异议

- 7.3.1. If Customer has a legitimate reason under Data Protection Law to object to the new Subprocessors' processing of Personal Data, Customer may terminate the Agreement (limited to the Cloud Service for which the new Subprocessor is intended to be used) on written notice to SAP. Such termination shall take effect at the time determined by the Customer which shall be no later than 30 days from the date of SAP's notice to Customer informing Customer of the new Subprocessor. If Customer does not terminate within this 30 day period, Customer is deemed to have accepted the new Subprocessor.

如客户依据数据保护法有合理理由反对新的分处理方处理个人数据，客户可通过向 SAP 发出书面通知终止协议（仅限于拟用新的分处理方的云服务）。此类终止应在客户作出决定之时生效，不得晚于自 SAP 向客户发出通知告知其新的分处理方起三十（30）天。如客户未在此三十（30）天期限内终止，即视为客户已接受新的分处理方。

- 7.3.2. Within the 30 day period from the date of SAP's notice to Customer informing Customer of the new Subprocessor, Customer may request that the parties discuss in good faith a resolution to the objection. Such discussions shall not extend the period for termination and do not affect SAP's right to use the new Subprocessor(s) after the 30 day period.

在自 SAP 向客户发出通知告知其新的分处理方起的三十（30）天期限内，客户可请求双方共同诚意探讨异议的解决方案。此类探讨不得延长终止期限，也不影响 SAP 在三十（30）天期限后使用新的分处理方的权利。

- 7.3.3. Any termination under this Section 7.3 shall be deemed to be without fault by either party and shall be subject to the terms of the Agreement.

本节（第 7.3 节）下的任何终止均应视为任何一方均无过错，并且应遵循协议条款。

### 7.4. Emergency Replacement

紧急更换

SAP may replace a Subprocessor without advance notice where the reason for the change is outside of SAP's reasonable control and prompt replacement is required for security or other urgent reasons. In this case, SAP will inform Customer of the replacement Subprocessor as soon as possible following its appointment. Section 7.2 applies accordingly.

在变更原因超出 SAP 合理控制范围，因安全原因或其他紧急原因需要及时更换时，SAP 可在不提前发出通知的情况下更换分处理方。这种情况下，SAP 应在更换分处理方后尽快通知客户分处理方的更换。第 7.2 节将予以适用。

## 8. INTERNATIONAL PROCESSING

全球性处理

### 8.1. Conditions for International Processing

全球性处理的条件

SAP shall be entitled to process Personal Data, including by using Subprocessors, in accordance with this DPA outside the country in which the Customer is located as permitted under Data Protection Law.

在数据保护法允许的情况下，SAP 有权依据本 DPA，在客户所在国家/地区之外处理个人数据，包括采用分处理方处理个人数据。

### 8.2. Applicability of the Standard Contractual Clauses (2010)

标准合同条款（2010）的适用性

- 8.2.1. Where, for the period up to and including 26 September 2021, Personal Data of a Controller that is subject to GDPR is processed in a Third Country, or where Personal Data of a Swiss or United Kingdom based Controller or another Controller is processed in a Third Country and such international processing requires an adequacy means under the laws of the country of the Controller and the required adequacy means can be met by entering into Standard Contractual Clauses (2010), then:

如果在截至 2021 年 9 月 26 日（含）的这段期间，需要遵循 GDPR 的控制方的个人数据在第三方国家/地区处理，或位于瑞士或英国境内的控制方或另一控制方的个人数据在第三方国家/地区处理，且此类全球性处理需要依据控制方所在国家/地区的法律采取充分措施，且所需的充分措施可通过签订标准合同条款（2010）来实现，则：

- a) SAP and Customer enter into the Standard Contractual Clauses (2010);  
SAP 与客户签订标准合同条款（2010）；
- b) Customer joins the Standard Contractual Clauses (2010) entered into by SAP or SAP SE and the Subprocessor as an independent owner of rights and obligations; or  
客户作为权利和义务的独立主体，加入由 SAP 或 SAP SE 与分处理方签订的标准合同条款（2010）；或者
- c) other Controllers whose use of the Cloud Services has been authorized by Customer under the Agreement may also enter into Standard Contractual Clauses (2010) with SAP or the relevant Subprocessors in the same manner as Customer in accordance with Section 8.2.1 a) and b) above. In such case, Customer will enter into the Standard Contractual Clauses (2010) on behalf of the other Controllers.

由客户依据协议授权使用云服务的其他控制方也可以根据上文第 8.2.1a)和 b)节规定，采用与客户相同的方式与 SAP 或相关分处理方签订标准合同条款。此类情况下，客户将代表其他控制方签订标准合同条款（2010）。

- 8.2.2. The Standard Contractual Clauses (2010) shall be governed by the law of the country in which the relevant Controller is established.

标准合同条款（2010）应受相关控制方所在国家/地区的相关法律的管辖。

- 8.2.3. Where applicable Data Protection Law adopts the New Standard Contractual Clauses as meeting any required adequacy means as an alternative or update to the Standard Contractual Clauses (2010) then the New Standard Contractual Clauses shall apply in accordance with Section 8.3.

若适用的数据保护法采用新标准合同条款来满足替代或更新标准合同条款（2010）所需的任何充分措施，则新标准合同条款应依据第 8.3 节的规定予以适用。

- 8.3. Applicability of New Standard Contractual Clauses

新标准合同条款的适用性

- 8.3.1. The following shall apply with effect from 27 September 2021 and shall solely apply in respect of New SCC Relevant Transfers:

以下条款自 2021 年 9 月 27 日起生效，且仅适用于新标准合同条款相关传输：

- 8.3.1.1. Where SAP is not located in a Third Country and acts as a data exporter, SAP (or SAP SE on its behalf) has entered in to the New Standard Contractual Clauses with each Subprocessor as the data importer. Module 3 (Processor to Processor) of the New Standard Contractual Clauses shall apply to such New SCC Relevant Transfers.

若 SAP 不在第三方国家/地区，且作为数据导出方的 SAP（或代表 SAP 的 SAP SE）已经与作为数据导入方的每个分处理方签订了新标准合同条款。新标准合同条款的模块 3（处理方到处理方之间的传输）应适用于此类新标准合同条款相关传输。

#### 8.3.1.2. Where SAP is located in a Third Country:

若 SAP 位于第三方国家/地区:

SAP and Customer hereby enter into the New Standard Contractual Clauses with Customer as the data exporter and SAP as the data importer which shall apply as follows:

SAP 与客户特此签订新标准合同条款，客户作为数据导出方，SAP 作为数据导入方，具体条款适用情况如下:

a) Module 2 (Controller to Processor) shall apply where Customer is a Controller; and

若客户为控制方，则模块 2（控制方到处理方的传输）应予以适用；以及

b) Module 3 (Processor to Processor) shall apply where Customer is a Processor. Where Customer acts as Processor under Module 3 (Processor to Processor) of the New Standard Contractual Clauses, SAP acknowledges that Customer acts as Processor under the instructions of its Controller(s).

若客户为处理方，则模块 3（处理方到处理方的传输）应予以适用。若客户依据新标准合同条款模块 3（处理方到处理方的传输）作为处理方，则 SAP 确认客户为依据其控制方的指示处理数据的处理方。

8.3.2. Other Controllers or Processors whose use of the Cloud Services has been authorized by Customer under the Agreement may also enter into the New Standard Contractual Clauses with SAP in the same manner as Customer in accordance with Section 8.3.1.2 above. In such case, Customer enters into the New Standard Contractual Clauses on behalf of the other Controllers or Processors.

由客户依据协议授权使用云服务的其他控制方或处理方也可以根据上文第 8.3.1.2 节规定，采用与客户相同的方式与 SAP 签订新标准合同条款。此类情况下，客户代表其他控制方或处理方签订新标准合同条款。

8.3.3. With respect to a New SCC Relevant Transfer, on request from a Data Subject to the Customer, Customer may make a copy of Module 2 or 3 of the New Standard Contractual Clauses entered into between Customer and SAP (including the relevant Schedules), available to Data Subjects.

对于新标准合同条款相关传输，客户可根据数据当事人的请求，向数据当事人提供由客户与 SAP 签订的新标准合同条款（包括相关附录）的模块 2 或模块 3 的副本。

8.3.4. The governing law of the New Standard Contractual Clauses shall be the law of Germany.

新标准合同条款的管辖法律应为德国法律。

#### 8.4. Relation of the Standard Contractual Clauses to the Agreement

标准合同条款与协议的关系

Nothing in the Agreement shall be construed to prevail over any conflicting clause of the Standard Contractual Clauses (2010) or the New Standard Contractual Clauses. For the avoidance of doubt, where this DPA further specifies audit and Subprocessor rules, such specifications also apply in relation to the Standard Contractual Clauses (2010) and the New Standard Contractual Clauses.

如协议中的任何条款与标准合同条款（2010）或新标准合同条款存在任何冲突，均应以后者为准。为避免疑义，本 DPA 进一步规定了审计和分处理方规则，此类规定也适用于标准合同条款（2010）和新标准合同条款。

#### 8.5. Third Party Beneficiary Right under the New Standard Contractual Clauses

新标准合同条款下的第三方受益人权利

8.5.1. Where Customer is located in a Third Country and acting as a data importer under Module 2 or Module 3 of the New Standard Contractual Clauses and SAP is acting as Customer's sub-processor under the applicable Module, the respective data exporter shall have the following third party beneficiary right:

若客户位于第三方国家/地区并且作为新标准合同条款模块 2 或模块 3 下的数据导入方，同时 SAP 根据适用模块作为客户的分处理方，则相应数据导出方应拥有以下第三方受益人权利:

8.5.2. In the event that Customer has factually disappeared, ceased to exist in law or has become insolvent (in all cases without a successor entity that has assumed the legal obligations of the Customer by contract or by

operation of law), the respective data exporter shall have the right to terminate the affected Cloud Service solely to the extent that the data exporter's Personal Data is processed. In such event, the respective data exporter also instructs SAP to erase or return the Personal Data.

如客户已实际消失或在法律上已不复存在或已破产（在任何情况下，没有后继实体根据合同或依法承担客户的法律义务），相应数据导出方应有权终止受影响的云服务，但仅限于数据导出方的个人数据处理范围内。此类情况下，相应的数据导出方还应指示 SAP 删除或返回个人数据。

## **9. DOCUMENTATION; RECORDS OF PROCESSING**

### **文档；处理记录**

- 9.1. Each party is responsible for its compliance with its documentation requirements, in particular maintaining records of processing where required under Data Protection Law. Each party shall reasonably assist the other party in its documentation requirements, including providing the information the other party needs from it in a manner reasonably requested by the other party (such as using an electronic system), in order to enable the other party to comply with any obligations relating to maintaining records of processing.

各方负责遵守文档要求，尤其是在数据保护法要求时，维护处理记录。各方应合理协助另一方遵守文档要求，包括通过另一方合理请求的方式（如使用电子系统）提供另一方需要从无处获得的信息，支持另一方遵守与维护处理记录相关的任何义务。

**Schedule 1 Description of the Processing**  
**附录 1 处理说明**

This Schedule 1 applies to describe the Processing of Personal Data for the purposes of the Standard Contractual Clauses (2010), New Standard Contractual Clauses and applicable Data Protection Law.

本附录 1 适用于说明根据标准合同条款（2010）、新标准合同条款以及适用的数据保护法对个人数据的处理。

**1. A. LIST OF PARTIES**

**A. 相关方清单**

**1.1. Under the Standard Contractual Clauses (2010)**

依据标准合同条款（2010）

**1.1.1. Data Exporter**

数据导出方

The data exporter under the Standard Contractual Clauses (2010) is the Customer who subscribed to a Cloud Service that allows Authorized Users to enter, amend, use, delete or otherwise process Personal Data. Where the Customer allows other Controllers to also use the Cloud Service, these other Controllers are also data exporters.

依据标准合同条款（2010），数据导出方是租用云服务的客户，允许授权用户输入、修订、使用、删除或以其他方式处理个人数据。若客户还允许其他控制方使用云服务，这些其他控制方也是数据导出方。

**1.1.2. Data Importer**

数据导入方

SAP and its Subprocessors that provide and support the Cloud Service are data importers under the Standard Contractual Clauses (2010).

依据标准合同条款（2010），提供和支持云服务的 SAP 及其分处理方是数据导入方。

**1.2. Under the New Standard Contractual Clauses**

依据新标准合同条款

**1.2.1. Module 2: Transfer Controller to Processor**

模块 2：控制方到处理方的传输

Where SAP is located in a Third Country, Customer is the Controller and SAP is the Processor, then Customer is the data exporter and SAP is the data importer.

若 SAP 位于第三方国家/地区，客户作为控制方，SAP 作为处理方，则客户为数据导出方，SAP 为数据导入方。

**1.2.2. Module 3: Transfer Processor to Processor**

模块 3：处理方到处理方的传输

Where SAP is located in a Third Country, Customer is a Processor and SAP is a Processor, then Customer is the data exporter and SAP is the data importer.

若 SAP 位于第三方国家/地区，客户作为处理方，SAP 作为处理方，则客户为数据导出方，SAP 为数据导入方。

## 2. B. DESCRIPTION OF TRANSFER

### B. 传输说明

#### 2.1. Data Subjects

数据当事人

Unless provided otherwise by the data exporter, transferred Personal Data relates to the following categories of Data Subjects: employees, contractors, business partners or other individuals having Personal Data stored in the Cloud Service, transmitted to, made available to, accessed or otherwise processed by the data importer.

除非数据导出方另有规定，否则传输的个人数据涉及以下数据当事人：员工、承包商、业务合作伙伴或将个人数据存储在云服务中、将个人数据传输给、提供给数据导入方供数据导入方访问或处理的其他个人。

#### 2.2. Data Categories

数据类别

The transferred Personal Data concerns the following categories of data:

传输的个人数据涉及以下数据类别：

Customer determines the categories of data per Cloud Service subscribed. Customer can configure the data fields during implementation of the Cloud Service or as otherwise provided by the Cloud Service. The transferred Personal Data typically relates to the following categories of data: name, phone numbers, e-mail address, address data, system access / usage / authorization data, company name, contract data, invoice data, plus any application-specific data that Authorized Users enter into the Cloud Service and may include bank account data, credit or debit card data.

客户确定每个租用的云服务的数据类别。客户可以在云服务实施期间配置数据字段或以云服务中提供的其他方式进行配置。传输的个人数据通常涉及以下数据类别：姓名、电话号码、电子邮件地址、地址数据、系统访问/使用/权限数据、公司名称、合同数据、发票数据以及授权用户输入云服务的任何应用程序特定数据，并且可能包括银行账户数据、信用卡或借记卡数据。

#### 2.3. Special Data Categories (if agreed)

特殊数据类别（如达成一致）

##### 2.3.1. The transferred Personal Data may comprise special categories of personal data set out in the Agreement (“Sensitive Data”). SAP has taken Technical and Organizational Measures as set out in Schedule 2 to ensure a level of security appropriate to protect also Sensitive Data.

传输的个人数据可能包括协议中规定的特殊类别的个人数据（以下简称“敏感数据”）。SAP已采取附录2中规定的技术措施和组织措施，来保证适当的安全级别，以保护敏感数据。

##### 2.3.2. The transfer of Sensitive Data may trigger the application of the following additional restrictions or safeguards if necessary to take into consideration the nature of the data and the risk of varying likelihood and severity for the rights and freedoms of natural persons (if applicable):

如有必要，考虑到数据的性质以及自然人权利和自由的不同可能性和严重性的风险（如适用），敏感数据的传输可能触发实施以下附加限制或保护措施：

- a) training of personnel;  
人员培训；
- b) encryption of data in transit and at rest;  
传输数据和静态数据加密；
- c) system access logging and general data access logging.  
系统访问日志记录和常规数据访问日志记录。

2.3.3. In addition, the Cloud Services provide measures for handling of Sensitive Data as described in the Documentation.

此外，云服务还提供文档中所述的针对敏感数据的处理措施。

2.4. Purposes of the data transfer and further processing; Nature of the processing

数据传输和进一步处理的目的；处理的性质

2.4.1. The transferred Personal Data is subject to the following basic processing activities:

传输的个人数据限于下列基本处理活动：

- a) use of Personal Data to set up, operate, monitor and provide the Cloud Service (including operational and technical support);  
使用个人数据设置、操作、监控和提供云服务（包括运营支持和技术支持）；
- b) continuous improvement of service features and functionalities provided as part of the Cloud Service including automation, transaction processing and machine learning;  
作为云服务的一部分，提供持续改进服务特性和功能，包括自动化、交易处理和机器学习；
- c) provision of embedded Professional Services;  
提供嵌入式专业服务；
- d) communication to Authorized Users;  
与授权用户沟通；
- e) storage of Personal Data in dedicated data centers (multi-tenant architecture);  
在指定数据中心（多租户架构）存储个人数据；
- f) release, development and upload of any fixes or upgrades to the Cloud Service;  
发布、开发和上传云服务的任何补丁或升级程序；
- g) back up and restoration of Personal Data stored in the Cloud Service;  
备份和恢复保存在云服务中的个人数据；
- h) computer processing of Personal Data, including data transmission, data retrieval, data access;  
个人数据的计算机处理，包括数据传输、数据检索、数据访问；
- i) network access to allow Personal Data transfer;  
网络访问，以支持个人数据传输；
- j) monitoring, troubleshooting and administering the underlying Cloud Service infrastructure and database;  
监控、管理云服务基础架构和数据库并排除故障；
- k) security monitoring, network-based intrusion detection support, penetration testing; and  
监控安全性、支持检测网络入侵并执行渗透测试；以及
- l) execution of instructions of Customer in accordance with the Agreement.  
根据协议执行客户指示。

2.4.2. The purpose of the transfer is to provide and support the Cloud Service. SAP and its Subprocessors may support the Cloud Service data centers remotely. SAP and its Subprocessors provide support when a Customer submits a support ticket as further set out in the Agreement.

传输的目的是提供和支持云服务。SAP 及其分处理方可远程支持云服务数据中心。当客户提交协议中进一步规定的支持消息时，SAP 及其分处理方将为其提供支持。

2.5. Additional description in respect of the New Standard Contractual Clauses:

关于新标准合同条款的补充说明

### 2.5.1. Applicable Modules of the New Standard Contractual Clauses

新标准合同条款的适用模块

#### a) Module 2: Transfer Controller to Processor

模块 2: 控制方到处理方的传输

#### b) Module 3: Transfer Processor to Processor

模块 3: 处理方到处理方的传输

### 2.5.2. For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

对于向（分）处理方传输数据，还需指定处理的目的、性质和持续时间

In respect of the New Standard Contractual Clauses, transfers to Subprocessors shall be on the same basis as set out in the DPA.

对于新标准合同条款，向分处理方传输数据的依据应与 DPA 中的规定相同。

### 2.5.3. The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

传输频率（例如，数据是一次性传输还是连续传输）。

Transfers shall be made on a continuous basis.

数据应连续传输。

### 2.5.4. The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period.

个人数据的保留期限，如果没有保留期限，则需指定用于确定该保留期限的标准。

Personal Data shall be retained for the duration of the Agreement and subject to Section 5.2 of the DPA.

个人数据应在本协议有效期内保留，并且应遵守 DPA 第 5.2 节的规定。

## 3. C. COMPETENT SUPERVISORY AUTHORITY

### C. 主管监管机构

#### 3.1. In respect of the New Standard Contractual Clauses:

关于新标准合同条款：

##### 3.1.1. Module 2: Transfer Controller to Processor

模块 2: 控制方到处理方的传输

##### 3.1.2. Module 3: Transfer Processor to Processor

模块 3: 处理方到处理方的传输

#### 3.2. Where Customer is the data exporter, the supervisory authority shall be the competent supervisory authority that has supervision over the Customer in accordance with Clause 13 of the New Standard Contractual Clauses.

如客户是数据导出方，监管机构应为依据新标准合同条款第 13 条对客户具有监管权的主管监管机构。



## **Schedule 2 Technical and Organizational Measures**

### **附录 2 技术措施和组织措施**

This Schedule 2 applies to describe the applicable technical and organizational measures for the purposes of the Standard Contractual Clauses (2010), New Standard Contractual Clauses and applicable Data Protection Law.

本附录 2 适用于说明依据标准合同条款（2010）、新标准合同条款以及适用的数据保护法采用的技术措施和组织措施。

SAP will apply and maintain the Technical and Organizational Measures.

SAP 将实施并维护技术措施和组织措施。

To the extent that the provisioning of the Cloud Service comprises New SCC Relevant Transfers, the Technical and Organizational Measures set out in Schedule 2 describe the measures and safeguards which have been taken to fully take into consideration the nature of the personal data and the risks involved. If local laws may affect the compliance with the clauses, this may trigger the application of additional safeguards applied during transmission and to the processing of the personal data in the country of destination (if applicable: encryption of data in transit, encryption of data at rest, anonymization, pseudonymization).

对于提供云服务的过程中涉及的新标准合同条款相关的传输，附录 2 规定的技术措施和组织措施说明了为充分考虑个人数据的性质和所涉及的风险而采取的措施和保护措施。如果当地法律可能影响条款的遵守，这可能会触发实施在传输过程中以及在目的国家/地区处理个人数据时应用的附加保护措施（比如，传输数据加密，静态数据加密，匿名化，假名化，视具体情况而定）。