

**GENERAL TERMS AND CONDITIONS FOR CDC CLOUD SERVICES (for indirect sales)**  
**CDC 云服务一般条款和条件（用于间接销售）**  
**（“CLOUD EULA”）**  
**（以下简称“云 EULA”）**

**1. DEFINITIONS**

**定义**

Capitalized terms used in this document are defined in the Glossary.

本文中以粗体显示的术语在术语表中进行了定义。

**2. USAGE RIGHTS AND RESTRICTIONS**

**使用权利和限制**

**2.1 Grant of Rights.**

**权利的授予。**

Subject to all fees paid by the Partner to CDC, CDC grants to Customer on behalf of Partner a non-exclusive, non-transferable and world-wide right to use the Cloud Service (including its implementation and configuration), Cloud Materials and Documentation solely for Customer's and its Affiliates' internal business operations. Permitted uses and restrictions of the Cloud Service also apply to Cloud Materials and Documentation.

鉴于合作伙伴向 CDC 支付所有费用，CDC 代表合作伙伴授予客户非独占的、不可转让的全球范围内的权利，允许其出于自身及其关联企业的内部业务运营之唯一目的使用云服务（包括云服务的实施和配置）、云材料和文档。云服务的许可使用和限制条款同样适用于云材料和文档。

**2.2 Authorized Users.**

**授权用户。**

Customer may permit Authorized Users to use the Cloud Service. Usage is limited to the Usage Metrics and volumes stated in the Cloud EULA Acceptance Form. Access credentials for the Cloud Service may not be used by more than one individual, but may be transferred from one individual to another if the original user is no longer permitted to use the Cloud Service. Customer is responsible for breaches of the Agreement caused by Authorized Users.

客户有权允许授权用户使用云服务。使用范围仅限于云 EULA 认可书中规定的使用指标和使用量。云服务的访问凭据仅限一位用户使用，但若原用户被禁止使用云服务，则可将其访问凭据转让给他人。客户应对授权用户违反协议的行为承担责任。

**2.3 Acceptable Use Policy.**

**可接受的使用政策。**

With respect to the Cloud Service, Customer will not:

就云服务而言，客户不得：

- (a)** disassemble, decompile, reverse-engineer, copy, translate or make derivative works,  
执行反汇编、反编译、反向工程、拷贝、翻译或制作衍生作品，
- (b)** transmit any content or data that is unlawful, defamatory or infringes any intellectual property rights, or  
传输非法，诽谤或侵犯任何知识产权的任何内容或数据，或
- (c)** circumvent or endanger its operation or security.  
妨害或威胁其运营或安全。

**2.4 Verification of Use.**

**验证使用情况。**

Customer will monitor its own use of the Cloud Service and report any use in excess of the Usage Metrics and volume to Partner. CDC may monitor use to verify compliance with Usage Metrics, volume and the Agreement. CDC will be permitted to forward any data regarding use in excess of the Usage Metrics, volume and the Agreement by the Customer to Partner.

客户应监控自身使用云服务的情况，并向合作伙伴报告任何超出使用指标和使用量的情形。CDC 也可监控客户的使用情况，验证其使用是否遵守使用指标、使用量和协议的规定。CDC 可将超出使用指标、使用量和协议范围的有关使用数据转发给合作伙伴。

## **2.5 Suspension of Cloud Service.**

暂停云服务。

CDC may suspend use of the Cloud Service if continued use may result in material harm to the Cloud Service or its users. CDC will promptly notify Customer of the suspension. CDC will limit the suspension in time and scope as reasonably possible under the circumstances.

若继续使用会对云服务或其用户造成严重损害，CDC 可暂停对云服务的使用。CDC 应就此类暂停及时告知客户。CDC 应视情况限定合理可行的暂停时间和范围。

## **2.6 Third Party Web Services.**

第三方 Web 服务。

The Cloud Service may include integrations with web services made available by third parties (other than SAP SE or its Affiliates) that are accessed through the Cloud Service and subject to terms and conditions with those third parties. These third party web services are not part of the Cloud Service and the Agreement does not apply to them.

云服务可能包括与第三方（SAP SE 或其关联企业以外的其他各方）提供的 Web 服务的集成，此类 Web 服务可通过云服务进行访问，但受此类第三方的条款和条件的制约。此类第三方 Web 服务不属于云服务的一部分，因此本协议对其不予适用。

## **2.7 Mobile Access to Cloud Service.**

移动访问云服务。

Authorized Users may access certain Cloud Services through mobile applications obtained from third-party websites such as Android or Apple app store. The use of mobile applications may be governed by the terms and conditions presented upon download/access to the mobile application and not by the terms of the Agreement.

授权用户可以通过其经由安卓或苹果应用商店等第三方网站获取的移动应用程序访问某些云服务。对移动应用程序的使用可能受到在下载/访问该移动应用程序时出现的条款和条件的约束，而不受本协议条款的约束。

## **3. CDC RESPONSIBILITIES**

**CDC 的责任**

### **3.1 Provisioning.**

服务。

CDC provides access to the Cloud Service as described in the Agreement.

CDC 应根据协议规定提供对云服务的访问权限。

### **3.2 Support.**

支持。

CDC provides support for the Cloud Service as referenced in the Cloud EULA Acceptance Form.

CDC 应为云 EULA 认可书中所述的云服务提供支持。

### **3.3 Security.**

安全。

CDC will implement and maintain appropriate technical and organizational measures to protect the personal data processed by CDC as part of the Cloud Service as described in the Data Processing Agreement in accordance with applicable data protection law.

CDC 将根据 CDC 云服务的个人数据处理协议实施并保持适当的技术措施和组织措施，以根据适用数据保护法的规定，确保在提供云服务过程中处理的个人数据的安全。

### **3.4 Modifications.**修改。

The Cloud Service and CDC Policies may be modified by CDC at any time. Modifications may include optional new features for the Cloud Service, which Customer may use subject to the then-current Supplement and Documentation.

CDC 可随时修改云服务和 CDC 政策。修改可能包括针对云服务提供的可选的新功能，客户可依据届时有效的补充和文档使用该等新功能。

### **3.5 Analyses.**

分析报告。

CDC, SAP SE or its Affiliates may create analyses utilizing, in part, Customer Data and information derived from Customer's use of the Cloud Service and Services. Analyses will anonymize and aggregate information, and will be treated as Cloud Materials. Examples of

how analyses may be used include: optimizing resources and support; research and development; automated processes that enable continuous improvement, performance optimization and development of new products and services; verification of security and data integrity; internal demand planning; and data products such as industry trends and developments, indices and anonymous benchmarking.

CDC、SAP SE 或其关联企业在某种程度上可以利用客户使用云服务和服务所产生的客户数据和信息，创建分析报告。分析报告采用匿名的方式来聚合信息，应视为云材料。分析报告可用于以下情况，比如，优化资源和支持；研究和开发；自动化相关流程，从而实现持续完善、优化性能和开发新的产品和服务；验证安全性和数据完整性；制定内部需求计划；和行业趋势和发展成果、指标等数据产品以及匿名对标。

## **4. CUSTOMER AND PERSONAL DATA**

### **客户和个人数据**

#### **4.1 Customer Data.**

##### **客户数据。**

Customer is responsible for the Customer Data and entering it into the Cloud Service. Customer grants to CDC, SAP SE, their Affiliates and subcontractors a non-exclusive right to process Customer Data solely to provide and support the Cloud Service.

客户负责提供客户数据并将其输入到云服务中。客户授予 CDC，SAP SE，他们的关联企业和分包商非独占的权利，允许其出于提供和支持云服务之唯一目的处理客户数据。

#### **4.2 Personal Data.**

##### **个人数据。**

Customer will collect and maintain all personal data contained in the Customer Data in compliance with applicable data privacy and protection laws.

客户应依据适用数据隐私和保护法的规定，收集和维护客户数据中包含的所有个人数据。

#### **4.3 Security.**

##### **安全。**

Customer will maintain reasonable security standards for its Authorized Users' use of the Cloud Service.

客户应就其授权用户对云服务的使用制定合理的安全标准。

#### **4.4 Access to Customer Data.**

##### **对客户数据的访问。**

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

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

**(b)** Before the Subscription Term expires, Customer may use CDC's self-service export tools (as available) to perform a final export of Customer Data from the Cloud Service.

在租用期限届满之前，客户可以使用 CDC 的自助服务导出工具（视提供情况而定）执行客户数据从云服务中的最终导出操作。

**(c)** At the end of the Agreement, CDC will delete the Customer Data remaining on servers hosting the Cloud Service unless applicable law requires retention. Retained data is subject to the confidentiality provisions of the Agreement.

协议有效期结束时，CDC 会删除托管云服务的服务器上保留的客户数据，除非适用法律要求保留这些数据。保留的数据受协议保密条款的约束。

**(d)** In the event of third party legal proceedings relating to the Customer Data, CDC will cooperate with Customer and comply with applicable law (both at Customer's expense) with respect to handling of the Customer Data.

如第三方就客户数据提起法律诉讼，CDC 应配合客户并遵守适用于客户数据处理的相关法律（费用均由客户承担）。

## **5. PARTNER RELATIONSHIP**

合作伙伴关系

### **5.1 Non-Payment by Partner**

合作伙伴未付款

CDC may at its sole discretion suspend Customer's use of the Cloud Service and/or terminate the Agreement if Partner fails to pay any fee or other amount payable by it on its due date.

如合作伙伴在到期日期之前未支付其应付的任何费用或其他金额，CDC 可自行决定暂停客户对云服务的使用和/或终止协议。

### **5.2 Termination of partner relationship or orders relating to Customer**

涉及客户的合作伙伴关系或订单终止

If (i) Partner terminates all orders relating to the Customer or (ii) CDC terminates any of Partner's orders relating to the Customer for good cause or (iii) the partnership between CDC and Partner relating to the sale of subscription for the Cloud Services is terminated, CDC may (depending on Customer's choice):

如 (i) 合作伙伴终止涉及客户的所有订单，或 (ii) CDC 出于正当理由终止合作伙伴涉及客户的任何订单，或 (iii) CDC 与合作伙伴之间就云服务租用销售达成的合作伙伴关系终止，CDC 可（根据客户的选择）：

**(a)** directly provide the affected Cloud Service to the Customer pursuant to CDC's then-current General Terms and Conditions for CDC Cloud Services for mutually-agreed subscription fees; or

依照 CDC 届时有有效的 CDC 云服务一般条款和条件，向客户直接提供支付了双方约定的租用费的相关云服务；或者

**(b)** recommend to Customer other partners or third parties for the provision of the affected Cloud Service.

向客户推荐由其他合作伙伴或第三方提供相关云服务。

### **5.3 Independence of Partner**

合作伙伴的独立性

Partner is not an agent of CDC. It is an independent entity with no authority to bind CDC or to make representations or warranties on CDC's behalf. CDC will not be liable for reasonably relying on the accuracy and reliability of written information provided by Partner in making any decision that would give CDC ground to suspend the Cloud Service or terminate the Agreement.

合作伙伴并非 CDC 的代理，而是独立的实体，无权约束 CDC 或代表 CDC 作出陈述或保证。在制定可能会导致 CDC，因 CDC 合理信赖合作伙伴所提供的书面信息的准确性和可靠性而作出暂停云服务或终止协议的任何决定，CDC 不承担责任。

### **5.4 No representations or warranties**

无陈述或保证

CDC makes no representations or warranties as to such authorized distributor or reseller, or any other third party, related to the performance of the products or services of such entities, and fully disclaims any such warranties in accordance with Section 7.

CDC 对此类授权分销商或经销商或其他任何第三方就此类实体的产品或服务性能不做任何陈述或保证，并且根据第 7 节完全否认任何这样的保证。

## **6. TERM AND TERMINATION**

期限和终止

### **6.1 Term.**

期限。

The initial Subscription Term is as stated in the Cloud EULA Acceptance Form.

初始租用期限如云 EULA 认可书中所述。

### **6.2 Termination.**

终止。

**(a)** A party may terminate the Agreement:

任何一方均可在以下情况下终止本协议：

- (i) upon thirty days written notice of the other party's material breach (including without limitation Customer's failure to pay Partner any fees due for the Cloud Service) unless the breach is cured during that thirty day period,  
提前三十（30）天书面通知另一方其已实质性违约（包括但不限于客户未向合作伙伴支付任何应付的云服务费用），除非该违约行为在此三十（30）天期限内予以纠正；
- (ii) immediately, if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise materially breaches Sections 11 or 12.6.  
如另一方进入破产申请程序、无力偿还债务或者为债权人利益进行分配，或实质性违反了第 11 节或第 12.6 节中的规定，则可立即予以终止。

**(b)** CDC may terminate the Agreement if the relevant Cloud Services that this Agreement pertains to were terminated between CDC and Partner.

如 CDC 与合作伙伴终止了协议涉及的相关云服务，CDC 可终止本协议。

### **6.3 Effect of Expiration or Termination.**

有效期届满或终止的效力。

Upon the effective date of expiration or termination of the Agreement:

协议有效期届满或终止生效后：

- (a)** Customer's right to use the Cloud Service and all CDC Confidential Information will end,  
客户对云服务及所有 CDC 保密信息的使用权利均将终止；
- (b)** Confidential Information of the disclosing party will be returned or destroyed as required by the Agreement, and  
披露方的保密信息将按协议要求退还或销毁；且
- (c)** termination or expiration of the Agreement does not affect other agreements between the parties.  
协议的终止或有效期届满不会影响双方之间的其他协议。

### **6.4 Survival.**

存续。

Sections 6.3, 6.4, 8, 9, 10, 11, and 12 will survive the expiration or termination of the Agreement.

第 6.3、6.4、8、9、10、11 和 12 节的规定在本协议有效期届满或终止之后继续有效。

## **7. WARRANTIES**

保证

### **7.1 Compliance with Law.**

法律合规。

Customer warrants its current and continuing compliance with all laws and regulations applicable to it in connection with the Customer Data and Customer's use of the Cloud Service.

客户保证现在及以后一直遵守与客户数据和客户对云服务的使用有关的所有适用法律法规。

### **7.2 Good Industry Practices.**

良好的行业实践。

CDC warrants that:

CDC 保证：

- (a)** the Cloud Service will substantially conform to the specifications contained in the Documentation during the Subscription Term for the Cloud Services.  
在云服务租用期限内，云服务将实质上符合文档中所述的规范要求。
- (b)** the Service will materially conform to the specifications contained in the Documentation, Cloud EULA Acceptance Form, statement of work, deployment description or other documentation containing the scope and service description for the relevant Service in all cases agreed to by CDC at the point in time the relevant Service is performed by CDC and it will perform any Service in a workmanlike and professional manner using resources with the skills reasonably required to perform such Services.  
在所有情形下，服务均会实质上遵守文档、云 EULA 认可书、工作说明书、部署说明或 CDC 在执行相关服务时同意遵守的包含相关服务范围和服务说明的其他文档中所规定的规范要求，并利用执行此类服务所合理要求的资源和技术以熟练且专业的方式执行所有服务。

### 7.3 Remedy.

补救措施。

**(a)** Provided Customer (and/or Partner on Customer's behalf) notifies CDC in writing with a specific description of the Cloud Service's or the Service's nonconformance with the warranty in Section 7.2 within the warranty period without undue delay and CDC validates the existence of such nonconformance, CDC will, at its option:

如客户（和/或代表客户的合作伙伴）在保证期内及时以书面形式将云服务或服务不符合第 7.2 节保证规定的具体说明通知给 CDC，并且 CDC 证实此类不合格情况的存在，CDC 将自行决定：

(i) with regard to the Cloud Services:

针对云服务：

(a) correct or replace the nonconforming Cloud Service, or

纠正或替换不合格的云服务，或者

(b) if CDC fails to correct the nonconformance after using reasonable commercial efforts,

如 CDC 在尽合理的商业努力后未能纠正不合格之处，

terminate the access to the nonconforming Cloud Service.

终止对不合格云服务的访问。

(ii) with regard to the Services, re-perform the nonconforming Service.

针对不合格的服务，重新提供。

**(b)** This does not apply to trivial or non-material cases of nonconformance and is Customer's sole and exclusive remedy under the warranty in Section 7.2. The written notification of any nonconformance by Customer (and/or Partner on Customer's behalf) must include sufficient detail for CDC to analyse the alleged nonconformance. Customer must provide commercially reasonable assistance to CDC in analysing and remediating any nonconformance of the Cloud Service and Service.

这不适用于细微的或非实质性的不合格情况，且是客户依据第 7.2 节的保证规定可获得的唯一排他补救措施。客户（和/或代表客户的合作伙伴）就任何不合格情况发出的书面通知必须包括足够的详细信息以供 CDC 分析声称的不合格情况。客户必须提供商业上合理的协助，帮助 CDC 分析和纠正云服务和服务的任何不合格之处。

**(c)** For clarification purposes, CDC will

特此澄清，CDC 将

(i) with regard to the Cloud Services: in all cases; and

针对云服务：在所有情况下；以及

(ii) with regard to the Services: if CDC fails to correct the nonconformance of the Service after using reasonable commercial effort,

针对服务：如 CDC 在尽合理的商业努力后未能纠正服务的不合格之处，

consult with Partner to define a reasonable amount (a) by which Partner may reduce the subscription fees or the fees for the nonconforming Service, in case Partner has not already paid them, or (b) if Partner has already paid the subscription fees or the fees for the nonconforming Service, which CDC will refund to Partner to reflect the nonconformance.

咨询合作伙伴，确定合理金额：(a) 如合作伙伴尚未支付，合作伙伴可按所确定金额减少租用费或不合格服务的费用，或 (b) 如合作伙伴已支付租用费或不合格服务的费用，CDC 将就不合格情况按所确定的金额退还合作伙伴费用。

**(d)** CDC may fulfill its warranty obligations to Partner or Customer. To the extent that CDC fulfills its warranty obligations to Partner, Customer will not have any claim against CDC for a breach of the warranty in Section 7.2.

CDC 可向合作伙伴或客户直接履行保证责任。如 CDC 履行其对合作伙伴的保证责任，客户不得就违反第 7.2 节保证规定的行为对 CDC 提出索赔。

#### **7.4 System Availability.**

系统可用性。

(a) CDC warrants to maintain an average monthly system availability for the production system of the Cloud Service as defined in the SLA or Supplement.

CDC 保证依照 SLA 或补充的规定，维护云服务生产系统的月平均系统可用性。

(b) Customer's sole and exclusive remedy for CDC's breach of the SLA is the issuance of a credit as described in the SLA, whereby the service level credit will be calculated based on customer's subscription fees for the Cloud Service for that month. Customer must notify Partner in writing (email permitted) within twenty-one business days after each calendar month in that CDC does not meet the SLAs, so that Partner can follow CDC's posted credit claim procedure. When the validity of the service credit is confirmed by CDC in writing (email permitted) to Partner, CDC will issue such credit to the Partner who should then forward the credit to Customer.

如 CDC 违反 SLA，客户能获得的唯一排他补救措施是发放 SLA 中所述额度的抵免，服务水平抵免将根据客户当月的云服务订购费进行计算。客户必须在 CDC 未满足 SLA 的每个日历月后的二十一（21）个工作日内，书面通知合作伙伴（允许通过电子邮件的方式），以便合作伙伴能够遵循 CDC 发布的抵免申请程序。服务抵免的有效性一经 CDC 书面确认（允许通过电子邮件的方式），CDC 即向合作伙伴发放此类抵免，由合作伙伴将该抵免转发给客户。

#### **7.5 Warranty Exclusions.**

保证排除情况。

The warranties in Sections 7.2 and 7.4 will not apply if:

第 7.2 和 7.4 节中的保证规定不适用于以下情况：

(a) the Cloud Service is not used in accordance with the Agreement or Documentation,

云服务的使用不符合协议或文档的规定，

(b) the nonconformance is caused by Partner, Customer, another third party, or by any product, database, content or service not provided by CDC, or

由合作伙伴、客户、其他第三方，或者非 CDC 提供的任何产品、数据库、内容或服务导致出现不合格情况，或者

(c) the Cloud Service was provided for no fee or is a trial license of the Cloud Service or both.

云服务是免费提供的或提供的是云服务试用许可，或者这二者兼有。

#### **7.6 Disclaimer.**

免责声明。

Except as expressly provided in the Agreement, neither CDC nor its subcontractors 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 CDC or product roadmaps in obtaining subscriptions for any Cloud Service.

除非协议明确规定，否则 CDC 及其分包商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，其在获得任何云服务租用时无依赖 CDC 未来的功能交付、公共评论或广告或者产品路线图。

### **8. THIRD PARTY CLAIMS**

第三方索赔

#### **8.1 Claims Brought Against Customer.**

对客户提出的索赔。

(a) CDC 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 Cloud Service infringes or misappropriates a patent claim, copyright or trade secret right. CDC will

indemnify Customer against all damages finally awarded against Customer (or the amount of any settlement CDC 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云服务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，CDC 应为客户及其关联企业提供抗辩。CDC 将就此类索赔作出的终审判决对客户造成的损失（或 CDC 达成的任何和解金额）对其进行补偿。

- (b) CDC's obligations under Section 8.1 will not apply if the claim results from (i) Customer's breach of Section 2, (ii) use of the Cloud Service in conjunction with any product or service not provided by CDC, or (iii) use of the Cloud Service provided for no fee.

第 8.1 节中规定的 CDC 应承担的义务不适用于因以下情况提出的索赔：(i) 客户违反第 2 节的规定，(ii) 将云服务与非 CDC 提供的任何产品或服务一起使用，或者 (iii) 使用免费提供的云服务。

- (c) In the event a claim is made or likely to be made, CDC may (i) procure for Customer the right to continue using the Cloud Service under the terms of the Agreement, or (ii) replace or modify the Cloud Service to be non-infringing without a material decrease in functionality. If these options are not reasonably available, CDC may terminate Customer's subscription to the affected Cloud Service upon written notice.

在提出索赔或可能提出索赔的情况下，CDC 可：(i) 为客户取得依据协议条款继续使用云服务的权利；或 (ii) 在不实质性减少功能的情况下更换或修改云服务，做到不侵权。若无法合理提供上述选项，则 CDC 可在书面通知之后终止客户对相关云服务的租用。

## 8.2 Claims Brought Against CDC.

### 对 CDC 提出的索赔。

Customer will defend CDC against claims brought against CDC, SAP SE, their Affiliates and subcontractors by any third party related to Customer Data.

Customer will indemnify CDC against all damages finally awarded against CDC, SAP SE, their Affiliates and subcontractors (or the amount of any settlement Customer enters into) with respect to these claims.

对于任何第三方就客户数据对 CDC、SAP SE、他们的关联企业和分包商提起的索赔，客户应为 CDC 提供抗辩。

客户将就此类索赔作出的终审判决对 CDC、SAP SE、他们的关联企业和分包商造成的损失（或客户达成的任何和解金额）对 CDC 进行补偿。

## 8.3 Third Party Claim Procedure.

### 第三方索赔程序。

- (a) The party against whom a third party claim is brought will timely notify the other party in writing of any claim, reasonably cooperate in the defense and may appear (at its own expense) through counsel reasonably acceptable to the party providing the defense.

第三方索赔所针对的一方应及时书面通知另一方此类索赔，在此类索赔的抗辩过程中予以合理的配合，并可（自行承担费用）聘请提供抗辩一方合理接受的律师出庭提供抗辩。

- (b) The party that is obligated to defend a claim will have the right to fully control the defense.

负有索赔抗辩义务的一方同样拥有抗辩的全权控制权。

- (c) Any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by, the party against whom the claim is brought.

索赔的任何和解结果均不构成此类索赔所针对一方的经济赔偿或特定履行义务或赔偿责任。

## 8.4 Exclusive Remedy.

### 排他补救措施。

The provisions of Section 8 state the sole, exclusive, and entire liability of the parties, their Affiliates, Business Partners and subcontractors to the other party, and is the other party's sole remedy, with respect to covered third party claims and to the infringement or misappropriation of third party intellectual property rights.

第 8 节规定了协议双方及其关联企业、业务合作伙伴和分包商就本协议项下涉及的第三方索赔及侵犯或盗用第三方知识产权对另一方唯一的、排他性的和全部的责任以及唯一的补救措施。

## **9. LIMITATION OF LIABILITY**

责任限制

### **9.1 Not Responsible.**

无责任。

CDC and its licensors will not be responsible under this Agreement (i) if a Cloud Service is not used in accordance with the Documentation, or (ii) if the defect or liability is caused by Partner, Customer or any third-party product or service, or (iii) if the Cloud Service is used in conjunction with any product or service not provided by CDC, or (iv) for any Customer activities not permitted under this Agreement. CDC AND ITS LICENSORS WILL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM INHERENTLY DANGEROUS USE OF ANY OF THE CLOUD SERVICES PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT.

如 (i) 云服务未按文档要求使用, 或者 (ii) 缺陷或责任是由合作伙伴、客户或任何第三方产品或服务导致的, 或者 (iii) 云服务与非 CDC 提供的任何产品或服务结合使用, 或者 (iv) 用于本协议项下不允许的任何客户活动, CDC 及其许可方不承担本协议项下的责任。CDC 及其许可方对根据本协议或与本协议相关而提供的任何云服务之危险使用而导致的任何索赔或损害不承担责任。

### **9.2 Exclusion of Damages; Limitation of Liability.**

免除赔偿; 责任限制。

Anything to the contrary herein notwithstanding, except for (a) damages resulting from (i) unauthorized use or disclosure of Confidential Information; and (ii) death or personal injury arising from either party's gross negligence or arising from either party's willful misconduct or (b) CDC's obligations under Section 8.1 or (c) Customer's obligations under Section 8.2, under no circumstances and regardless of the nature of any claim will CDC its licensors or Customer be liable to each other or any other person or entity for an amount in excess of the subscription fees paid by Customer to Partner in the twelve months period immediately preceding the events giving rise to the claim for the Cloud Services directly causing the damages or be liable in any amount for special, incidental, consequential or indirect damages, loss of good will or profits, work stoppage, data loss, computer failure or malfunction, attorney's fees, court costs, interest or exemplary or punitive damages.

即使本协议中有任何相反规定, 除了 (a) 造成的损失是因 (i) 未经授权使用或披露保密信息; 以及 (ii) 任何一方的重大过失或故意不当行为导致他人损伤或死亡, 或 (b) 第 8.1 节中规定的 CDC 应承担的义务, 或 (c) 第 8.2 节中规定的客户应承担的义务, CDC 及其许可方或客户在任何情况下, 不论索赔性质如何, 都不对对方或其他任何个人或实体承担: 超出在导致索赔的事件发生前十二 (12) 个月内, 客户就直接导致损害的云服务向合作伙伴支付的租用费的金额; 或因特殊、偶发、衍生或间接损害、商誉损失或利润损失、停工、数据损失、计算机故障、律师费用、诉讼费用、利息或惩罚性或惩戒性损害引发的任何金额。

### **9.3 Risk Allocation.**

风险分配。

This Agreement allocates the risks between CDC and Customer. The subscription fees paid by Customer reflect this allocation of risk and limitations of liability. It is expressly understood and agreed that each and every provision of this Agreement which provides for a limitation of liability, disclaimer of warranties or exclusion of damages, is intended by the parties to be severable and independent of any other provision and to be enforced as such.

本协议将风险在 CDC 与客户之间进行了分配。客户支付的租用费反映了前述风险分配和责任限制。协议双方均明确理解并一致同意, 本协议中有关责任限制、保证免责声明或免除赔偿的各项条款均各自分割且独立行使, 不受本协议项下其他条款的影响。

### **9.4 Extension to group members.**

向集团成员扩展。

Any limitations to the liability and obligations of CDC according to this Section 9 will also apply for the benefit of SAP SE and any of its Affiliates and their respective licensors.

第 9 节规定的所有 CDC 责任和义务限制同样也适用于 SAP SE 及其任何关联企业和其各自的许可方的利益。

## **10. INTELLECTUAL PROPERTY RIGHTS**

知识产权

### **10.1 CDC Ownership.**

**CDC 所有权。**

CDC and its licensors own all intellectual property rights in and related to the Cloud Service, Cloud Materials, Documentation, Services, design contributions, related knowledge or processes, and any derivative works of them (“Works”). All rights not expressly granted to Customer are reserved to CDC and its licensors. Where intellectual property in any Works conceived or created by either party cannot by law vest in CDC or its licensors as mentioned above, Customer grants CDC or such licensors a non-exclusive, perpetual, irrevocable, worldwide, fully-paid up license to use, modify, create derivative works, sublicense to CDC’s and such licensors’ licensees and customers or otherwise exploit such Works in any manner without reference to the source. Customer shall assist CDC and its licensors in performing any formalities required by law to obtain such license grant.

CDC 及其许可方拥有云服务、云材料、文档、服务、设计贡献、相关知识或流程及其任何衍生作品（以下简称“作品”）中所含的及相关的全部知识产权。CDC 及其许可方保留未明确授予客户的所有权利，如果任何一方就作品所构想或创作的任何知识产权依法不能属于 CDC 或其许可方，客户在此向 CDC 或其许可方授予一项非排他的、永久的、不可撤销的、全世界范围的、许可费缴足的许可，以允许 CDC 或其许可方使用、修改、创作衍生作品，向 CDC 和 SAP 的被许可方和客户进行分许可，或在不提及来源的情况下以任何其他方式对该等作品进行开发。客户应协助 CDC 和 SAP 办理法律规定的授予上述许可所需的所有手续。

### **10.2 Customer Ownership.**

**客户所有权。**

Customer retains all rights in and related to the Customer Data. CDC may use Customer provided trademarks solely to provide and support the Cloud Service.

客户保留客户数据中所含的及相关的全部权利。CDC 仅可出于提供和支持云服务之目的使用客户提供的商标。

### **10.3 Non-Assertion of Rights.**

**不主张权利。**

Customer covenants, on behalf of itself and its successors and assigns, not to assert against CDC, SAP SE, their Affiliates or licensors, any rights, or any claims of any rights, in any Cloud Service, Cloud Materials, Documentation, or Services.

客户以其自身名义并代表其继受人和受让人保证，不向 CDC、SAP SE、他们的关联企业或许可方主张对任何云服务、云材料、文档或服务的任何权利或就任何权利提出任何索赔。

## **11. CONFIDENTIALITY**

保密

### **11.1 Use of Confidential Information.**

**保密信息的使用。**

**(a)** The receiving party will protect all Confidential Information of the disclosing party as strictly confidential to the same extent it protects its own Confidential Information, and not less than a reasonable standard of care. Receiving party will not disclose any Confidential Information of the disclosing party to any person other than its personnel, representatives or Authorized Users whose access is necessary to enable it to exercise its rights or perform its obligations under the Agreement and who are under obligations of confidentiality substantially similar to those in Section 11. Customer will not disclose the Agreement or the pricing to any third party.

接收方应按照与保护自己的保密信息相同的严格程度保护披露方的全部保密信息，且此类措施至少应具备合理的谨慎态度。接收方不得向为行使本协议项下的权利或履行本协议项下的义务而需要获取保密信息，并承担与第 11 节规定的条款大体类似的保密义务的员工、代表或授权用户以外的任何人员披露披露方的任何保密信息。客户不得向任何第三方披露本协议或价格。

**(b)** Confidential Information of either party disclosed prior to execution of the Agreement will be subject to Section 11.

任何一方在签署本协议之前披露的保密信息均受到第 11 节规定的约束。

- (c) In the event of legal proceedings relating to the Confidential Information, the receiving party will cooperate with the disclosing party and comply with applicable law (all at disclosing party's expense) with respect to handling of the Confidential Information.  
如提起与保密信息相关的法律诉讼，接收方应配合披露方并遵守适用于保密信息处理的法律（费用均由披露方承担）。

### **11.2 Exceptions.**

例外条款。

The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that:

有关保密信息的使用或披露的限制条款不适用于以下任何保密信息：

- (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information,  
在未使用披露方的保密信息的情况下，由接收方独立开发的信息；
- (b) is generally available to the public without breach of the Agreement by the receiving party,  
在接收方未违反本协议的情况下，为公众所知的保密信息；
- (c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions, or  
在披露之时已为接收方所知且不受保密限制的保密信息；或
- (d) the disclosing party agrees in writing is free of confidentiality restrictions.  
披露方书面同意免除保密限制的信息。

### **11.3 Publicity.**

公开。

Neither party will use the name of the other party in publicity activities without the prior written consent of the other, except that Customer agrees that CDC, SAP SE, their Affiliates may use Customer's name in customer listings or quarterly calls with its investors or, at times mutually agreeable to the parties, as part of their marketing efforts (including reference calls and stories, press testimonials, site visits, SAPPHERE participation). Customer agrees that CDC may share information on Customer with SAP SE and its Affiliates for marketing and other business purposes and that it has secured appropriate authorizations to share Customer employee contact information with SAP SE and its Affiliates.

未经另一方事先书面同意，任何一方不得将对方的名称用于公开活动中，但客户同意 CDC、SAP SE、他们的关联企业将客户的名称用于客户名单或与投资者举行的季度电话会议中的，或作为他们的营销工作（包括推荐电话与样板客户案例、新闻推荐、现场拜访、参加 SAPPHERE 大会）的一部分以双方一致同意的次数进行使用的除外。客户同意，CDC 可出于营销和其他业务目的与其关联企业分享有关客户的信息，且客户自身已获得与 SAP SE 及其关联企业分享客户员工联系信息的相应授权。

## **12. MISCELLANEOUS**

其他条款

### **12.1 Severability.**

可分割性。

If any provision of the Agreement is held to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.

如本协议的任何条款被裁定为无效或不可执行，则该无效或不可执行不会影响协议的其他条款。

### **12.2 No Waiver.**

无弃权。

A waiver of any breach of the Agreement is not deemed a waiver of any other breach.

对任何违反协议规定的行为放弃追究的权利不应视为对任何其他违约行为放弃追究的权利。

### **12.3 Electronic Signature.**

电子签名。

Electronic signatures that comply with applicable law are deemed original signatures.

遵守适用法律的电子签名应视为原始签名。

## 12.4 Regulatory Matters.

法定事项。

- (a) CDC Confidential Information is subject to export control laws of various countries, including the laws of the United States, EU, Ireland and Germany. Customer will not submit CDC Confidential Information or parts thereof to any government agency for licensing consideration or other regulatory approval, and will not export, re-export or import any CDC Confidential Information or parts thereof to countries, persons or entities if prohibited by export laws.

CDC 保密信息受到不同国家/地区的出口管制法律的限制，包括美国、欧盟、爱尔兰和德国的法律。客户不得因许可或其他法定审批事宜而向任何政府部门提交 CDC 保密信息或其组成部分，且不得向出口法律禁止的国家/地区、个人或实体出口、再出口或进口任何 CDC 保密信息或其组成部分。

- (b) CDC, SAP SE and their Affiliates shall not be responsible or liable:

对于以下情况，CDC, SAP SE 及他们的关联企业均不承担任何责任或义务：

- (i) for any delay caused in the delivery and/or granting of access to any or all CDC Confidential Information of parts thereof due to export or import authorizations or both having to be obtained from the competent authorities;  
因需从主管当局获取出口、进口或进出口授权而导致的对任何或所有 CDC 保密信息或其组成部分的交付和/或授予访问权限的延迟；
- (ii) if any required authorization, approval or other consent for the delivery of and/or granting of access to any or all CDC Confidential Information or parts thereof cannot be obtained from the competent authorities;  
无法从主管当局获取交付和/或授予对任何或所有 CDC 保密信息或其组成部分的访问权限所需的授权、审批或其他准许；
- (iii) if the delivery of and/or granting of access to any or all CDC Confidential Information or parts thereof is prevented due to applicable Export Laws; and  
交付和/或授予对任何或所有 CDC 保密信息或其组成部分的访问权限受适用的出口法律的阻碍；和
- (iv) if access to Cloud Services, Services or other services has to be limited, suspended or terminated due to applicable Export Law.

因适用出口法律的规定而不得限制、暂停或终止对云服务、服务或其他服务的访问。

- (c) CDC may terminate this Agreement with thirty day's prior written notice if CDC, SAP SE or any of its Affiliates may not deliver or grant access to the CDC Confidential Information to Customer due to an embargo, trade sanction or other comparable restrictive measure, which is expected to be in place for six months or longer.

若 CDC, SAP SE 或他们的任何关联企业因可能持续六（6）个月或更长时间的禁运、贸易制裁或其他类似的限制性措施而无法向客户交付或授予对 CDC 保密信息的访问权限，则 CDC 可经提前三十（30）天发出书面通知终止本协议。

## 12.5 Notices.

通知。

All notices will be in writing and given when delivered to the address set forth in an Cloud EULA Acceptance Form with copy to the legal department. Notices by CDC relating to the operation or support of the Cloud Service may be in the form of an electronic notice to Customer's authorized representative or administrator identified in the Cloud EULA Acceptance Form.

所有通知均在以书面形式递送至云 EULA 认可书中所列地址且法务部门收到副本时视为送达。CDC 发出的有关云服务运营或支持的通知可以电子通知的形式发送给云 EULA 认可书中所列的客户授权代表或管理员。

## 12.6 Assignment.

转让。

Without CDC's prior written consent, Customer may not assign or transfer the Agreement (or any of its rights or obligations) to any party. CDC may assign the Agreement to SAP SE or any of its Affiliates.

未经 CDC 事先书面同意，客户不得将协议（或其任何权利或义务）转移或让与任何一方。CDC 可将协议让与 SAP SE 或其任一关联企业。

## **12.7 Subcontracting.**

分包。

CDC may subcontract parts of the Cloud Service or Services to SAP SE, any of its Affiliates and to third parties. SAP SE and any of its Affiliates may further subcontract parts of the Cloud Service or Services to third parties. CDC is responsible for breaches of the Agreement caused by its subcontractors.

CDC 可将部分云服务或服务分包给 SAP SE、其任何关联企业或第三方。SAP SE 及其任何关联企业可将部分云服务或服务进一步分包给第三方。CDC 应对其分包商违反协议的行为承担责任。

## **12.8 Relationship of the Parties.**

双方关系。

The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by the Agreement.

协议双方为独立的签约方，且协议不构成协议双方间任何的合作伙伴、特许、合资、代理、信托或雇佣关系。

## **12.9 Force Majeure.**

不可抗力。

Any delay in performance or nonperformance (other than for the payment of amounts due) caused by conditions beyond the reasonable control of the performing party (including but not limited to earthquake, fire, flood, natural disasters, exceptionally severe weather, war, acts of terrorism, embargo, strike, riot, a failure of a public utility or public telecommunications system, governmental censorship or any directive or intervention of any governmental authority) is not a breach of the Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance.

因超出履行协议一方合理控制原因而造成对本协议的迟延履行或不履行的（包括但不限于地震、火灾、水灾、自然灾害、异常恶劣天气、战争、恐怖主义、禁运、罢工、暴动行为、公共事业或公共电信系统失常、政府的审查制度、禁止或征用、或任何政府机关任何的干预、到期款项之支付义务除外），不应构成对本协议的违约。这种情况下，应延长协议的履行期限，延长时间应等于妨碍履约的情形的存续时间。

## **12.10 Governing Law.**

管辖法律。

The Agreement and any claims relating to its subject matter will be governed by and construed under the laws of the People's Republic of China, without reference to its conflicts of law principles. All disputes will be subject to the exclusive jurisdiction of the courts located in Guangzhou. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement.

协议以及与其主旨相关的任何索赔均受中华人民共和国法律的管辖并据此做出解释，但该国/地区的法律冲突规则不予适用。所有争议仅受位于广州的法院管辖。《联合国国际货物销售合同公约》和《统一计算机信息交易法案》（若实施）不适用于本协议。

## **12.11 Entire Agreement.**

完整协议。

The Agreement constitutes the complete and exclusive statement of the agreement between CDC and Customer in connection with the parties' business relationship related to the subject matter of the Agreement. All previous representations, discussions, and writings (including any confidentiality agreements) are merged in and superseded by the Agreement and the parties disclaim any reliance on them. The Agreement may be modified solely in writing signed by both parties, except as permitted under Section 3.4. An Agreement will prevail over terms and conditions of any Customer-issued purchase order, which will have no force and effect, even if CDC accepts or does not otherwise reject the purchase order.

本协议构成 CDC 与客户就协议主旨所达成的有关双方商业关系的协议的完整且唯一的声明。之前的一切陈述、磋商与文书（包括任何保密协议）均已并入本协议并由本协议替代，且双方声明不再依赖任何此类陈述、磋商与文书。除第 3.4 节中允许的范围外，本协议惟经双方书面签署方可进行修改。协议的效力应高于客户签发的任何采购订单中的条款和条件；此类条款和条件不具备任何效力，即使 CDC 接受或未以其他形式拒绝该采购订单，也是如此。

#### 12.12 **Governing Language**

##### **准据语言**

This Agreement is prepared in English and Chinese languages. In the case of any conflict or inconsistency, the Chinese language version shall prevail.

本协议以中英文书就。两种文本如有抵触或不一致之处，以中文文本为准。

## Glossary

### 术语表

- 1.1 "Affiliate"** of a party means any legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the entity's shares or voting rights. Any legal entity will be considered an Affiliate as long as that interest is maintained.  
一方的“关联企业”是指一方直接或间接拥有百分之五十（50%）以上股份或表决权的任何法人实体。任何法人实体在维持 50% 以上权益的前提下应将之视为一家关联企业。
- 1.2 "Agreement"** is defined in the Cloud EULA Acceptance Form.  
“协议”定义请参见云 EULA 认可书。
- 1.3 "Authorized User"** means any individual to whom Customer grants access authorization to use the Cloud Service that is an employee, agent, contractor or representative of  
“授权用户”是指客户向其授予使用云服务的访问权限的任何个人，此类个人可以是以下各方的员工、代理、承包商或代表：
- (a) Customer,  
客户，
  - (b) Customer's Affiliates, and/or  
客户的关联企业和/或
  - (c) Customer's and Customer's Affiliates' Business Partners.  
客户及其关联企业的业务合作伙伴。
- 1.4 "Business Partner"** means a legal entity that requires use of a Cloud Service in connection with Customer's and its Affiliates' internal business operations. These may include customers, distributors, service providers and/or suppliers of Customer.  
“业务合作伙伴”是指需要将云服务用于客户及其关联企业的内部业务运营之相关目的的法人实体。其中可能包括客户、分销商、服务提供商和/或客户的供应商。
- 1.5 "CDC" means China Datacom Corporation Limited.**  
“CDC”或“中数通”是指中数通信息有限公司。
- 1.6 "CDC Policies"** means the operational guidelines and policies applied by CDC to provide and support the Cloud Service as incorporated in an Cloud EULA Acceptance Form.  
“CDC 政策”是指纳入云 EULA 认可书中的、CDC 在提供和支持云服务过程中所应用的运营指南和政策。
- 1.7 "Cloud EULA Acceptance Form"** means the "CDC Cloud Service Schedule (for indirect sales)" concluded between CDC and the Customer that references the CLOUD EULA.  
“云 EULA 认可书”是指 CDC 与客户签署的引述云 EULA 的“CDC 云服务附录（用于间接销售）”。
- 1.8 "Cloud Service"** means any subscription-based, CDC hosted, supported and operated on-demand solution provided by CDC on behalf of the Partner to the Customer under the Cloud EULA Acceptance Form.  
“云服务”是指 CDC 根据云 EULA 认可书，代表合作伙伴向客户提供的任何按需租用的、CDC 托管支持和运行的解决方案。
- 1.9 "Cloud Materials"** mean any materials provided or developed by CDC (independently or with Partner's and/or Customer's cooperation) in the course of performance under the Agreement, including in the delivery of any support or Services to Customer. Cloud Materials do not include the Customer Data, Customer Confidential Information or the Cloud Service.  
“云材料”是指在履行协议过程中（包括在向客户交付任何支持或服务的过程中）由 CDC（独立或与合作伙伴和/或客户合作）提供或开发的任何材料。云材料不包括客户数据、客户保密信息或云服务。
- 1.10 "Confidential Information"** means  
“保密信息”是指
- (a) with respect to Customer: (i) the Customer Data, (ii) Customer marketing and business requirements, (iii) Customer implementation plans, and/or (iv) Customer financial information, and  
就客户而言：(i) 客户数据，(ii) 客户的市场营销和业务需求，(iii) 客户的实施计划，和/或 (iv) 客户的财务信息，以及
  - (b) with respect to CDC: (i) the Cloud Service, Documentation, Cloud Materials and analyses under Section 3.5, and (ii) information regarding CDC research and development, product offerings, pricing and availability.

就 CDC 而言：(i) 第 3.5 节规定的云服务、文档、云材料和分析，以及 (ii) 与 CDC 研发、产品供应、定价和可用性有关的信息。

- (c) Confidential Information of either CDC or Customer also includes information which the disclosing party protects against unrestricted disclosure to others that (i) the disclosing party or its representatives designates as confidential at the time of disclosure, or (ii) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure.

CDC 或客户的保密信息还包括披露方防止向他人不受限制地进行披露的信息，其中包括：(i) 披露方或其代表在披露时规定具有保密性的信息；或 (ii) 根据其性质或披露时的情形应被视为具有保密性的信息。

- 1.11 "Customer Data"** means any content, materials, data and information that Authorized Users enter into the production system of a Cloud Service or that Customer derives from its use of and stores in the Cloud Service (e.g. Customer-specific reports). Customer Data and its derivatives will not include CDC's Confidential Information.

"客户数据"是指授权用户向云服务生产系统中输入的任何内容、材料、数据和信息，或者客户从使用云服务的过程中获得的以及存储在云服务中的任何内容、材料、数据和信息（例如，客户特定报告）。客户数据及其衍生物均不包括 CDC 的保密信息。

- 1.12 "Documentation"** means CDC's then-current technical and functional documentation as well as any roles and responsibilities descriptions, if applicable, for the Cloud Service which is made available to Customer with the Cloud Service.

"文档"是指 CDC 随云服务一起提供给客户的针对云服务的届时最新的技术性和功能性文档以及任何角色和责任的说明（如适用）。

- 1.13 "Partner"** is defined in the Cloud EULA Acceptance Form.

"合作伙伴"定义请参见云 EULA 认可书。

- 1.14 "SAP SE"** means SAP SE, a public company listed on Frankfurt Stock Exchange and NYSE.

- 1.15 "SAP SE"**是指 SAP SE，一家在法兰克福证券交易所和纽约证券交易所挂牌的上市公司。**"Services"** means professional services related to a Cloud Service, such as implementation, configuration, custom development and training, performed by CDC's employees or subcontractors as described in the Cloud EULA Acceptance Form and which are governed by the Consulting Services Supplement or similar agreement for Services.

"服务"是指 CDC 的员工或分包商依照云 EULA 认可书规定执行的与云服务相关的专业服务，如实施、配置、自定义开发和培训，且此类服务受咨询服务补充或类似服务协议的制约。

- 1.16 "SLA"** is defined in the Cloud EULA Acceptance Form.

"SLA"定义请参见云 EULA 认可书。

- 1.17 "Subscription Term"** means the term of a Cloud Service subscription of which the initial term is identified in the applicable Cloud EULA Acceptance Form, including all renewals.

"租用期限"是指在适用云 EULA 认可书中规定初始租用期限的云服务租用期限，包括所有续租。

- 1.18 "Supplement"** is defined in the Cloud EULA Acceptance Form.

"补充"定义请参见云 EULA 认可书。

- 1.19 "Support Policy"** is defined in the Cloud EULA Acceptance Form.

"支持政策"定义请参见云 EULA 认可书。

- 1.20 "Usage Metric"** means the standard of measurement for determining the permitted use for a Cloud Service as set forth in a Cloud EULA Acceptance Form.

"使用指标"是指用于确定对云 EULA 认可书中规定的云服务所进行的许可使用的衡量标准。