

DATA PROCESSING AGREEMENT FOR SAP SUPPORT AND PROFESSIONAL SERVICES
SAP 支援與專業服務資料處理合約

1. DEFINITIONS

名詞定義

- 1.1. **“Authorized Users”** means any individual to whom Customer grants access authorization in compliance with a SAP software license to use the SAP Service that is an employee, agent, contractor or representative of **「授權使用者」** 係指符合下列條件之個人：客戶依照 SAP 軟體授權授予該個人使用 SAP 服務之存取權限，且其為下列人員之員工、代理人、承包商或代表人：
- a) the Customer;
客戶；
 - b) Customer's Affiliates; or
客戶之關係企業，或
 - c) Customer's and Customer's Affiliates' Business Partners (as defined under the Software License and Support Agreement).
客戶之業務夥伴和客戶關係企業之業務夥伴 (依軟體授權與支援合約定義)。
- 1.2. **“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. **「控管者」** 係指單獨或與他人共同決定個人資料處理目的和手段的自然人或法人、政府機關、機構或其他法律主體；針對本 DPA 而言，倘客戶作為另一控管者的處理者，則 SAP 應將其視為額外且獨立的控管者，具有本 DPA 規定控管者之個別權利和義務。
- 1.3. **“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. **「資料保護法」** 係指本合約處理個人資料相關保護個人基本權利和自由，以及隱私權所適用之法律。
- 1.4. **“Data Subject”** means an identified or identifiable natural person as defined by Data Protection Law. **「資料當事人」** 係指資料保護法所定義經識別或足資識別之自然人。
- 1.5. **“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」** 係指下列網站上提供之資訊：SAP 支援入口網站 (參見：<https://support.sap.com/en/my-support/trust-center.html>) 或 SAP 合約網站 (參見：<https://www.sap.com/about/trust-center/agreements.html>) 或後續 SAP 向客戶提供任何的網站。
- 1.6. **“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 SCC 相關傳輸」** 係指依據 GDPR 或適用的資料保護法規定，將個人資料傳輸 (或轉傳) 至第三國，且其可透過簽訂新標準契約條款，符合 GDPR 或適用的資料保護法規定之妥適手段。
- 1.7. **“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. **「新標準契約條款」** 係指歐盟執委會發布之標準契約條款原始版 (編號 2021/9914)，或其後續應自動適用之最終版本。為避免疑義，模組 2 和 3 應按第 8 條規定適用。

- 1.8. **“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 supplied to or accessed by SAP or its Subprocessors in order to provide the SAP Support or Professional Services under the Agreement.
「**個人資料**」係指任何受資料保護法保護的資料當事人相關資料。基於本 DPA 目的，本 DPA 僅包含提供給 SAP 或其分處理商之個人資料，或由 SAP 或其分處理商存取之個人資料，以根據本合約提供 SAP 支援或專業服務。
- 1.9. **“Personal Data Breach”** means a confirmed:
「**個人資料侵害**」係指下列經證實之情事：
a) accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or unauthorized third-party access to Personal Data; or
個人資料之意外或非法毀損、遺失、竄改、未經授權揭露，或第三方未經授權存取，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.
涉及個人資料的類似事件，控管者在每一個案均須根據資料保護法之規定，通知適格的資料保護主管機關或資料當事人。
- 1.10. **“Professional Services”** means implementation services, consulting services or services such as SAP Premium Engagement Support Services, Innovative Business Solutions Development Services, Innovative Business Solutions Development Support Services.
「**專業服務**」係指執行服務、諮詢服務或如 SAP Premium Engagement 支援服務、Innovative Business Solutions 開發服務、Innovative Business Solutions 開發支援服務之其他服務。
- 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.
「**處理者**」係指代表控管者處理個人資料的自然人或法人、政府機關、機構或其他法律實體，其得直接作為控管者的處理者，或間接作為處理者的分處理商，代表控管者處理個人資料。
- 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.
「**附錄**」係指標準契約條款 (2010) 所附之編號附錄，以及新標準契約條款所附之編號附錄。
- 1.13. **“Standard Contractual Clauses (2010)”** means the (Standard Contractual Clauses (processors)) published by the European Commission, reference 2010/87/EU.
「**標準契約條款 (2010)**」係指歐盟執委會發布編號為 2010/87/EU 之標準契約條款 (處理者)。
- 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 SAP Service and which processes Personal Data in accordance with this DPA.
「**分處理商**」或「**分包處理商**」係指 SAP 關係企業、SAP SE、SAP SE 關係企業，以及 SAP、SAP SE 或 SAP SE 關係企業委任 SAP 服務相關事務的第三方，負責根據本 DPA 處理個人資料。
- 1.15. **“Technical and Organizational Measures”** means the technical and organizational measures for the relevant SAP Support or Professional Service published on the My Trust Center.
「**技術和組織措施**」係指發佈在「我的信任中心」上，與 SAP 支援或專業服務相關之技術和組織措施。
- 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.
「**第三國**」係指下列任何國家、組織或地域：歐盟依據 GDPR 第 45 條規定，不承認其屬於具備妥適資料保護程度之安全國家/地區。

2. BACKGROUND

背景

2.1. Purpose and Application

目的和適用性

This document (“**DPA**”) is incorporated into the Agreement and forms part of a written (including in electronic form) contract between SAP and Customer. This DPA applies to Personal Data provided by Customer and each Controller in connection with the performance of the SAP services as set out in the relevant Agreement (“**SAP Service(s)**”) to which is attached the present DPA which may include:

本文件 (「**DPA**」) 已納入合約，並構成 SAP 與客戶間的書面 (包括電子形式) 合約之一部份。本 DPA 適用由客戶提供之個人資料，以及每一位按相關合約履行 SAP 服務 (以下稱「**SAP 服務**」) 之控管者，該相關合約附隨本 DPA，其可能包含：

- a) SAP Support as defined in the Software License & Support Agreement; or
軟體授權與支援合約定義之 SAP 支援，或
- b) Professional Services as described in the services agreement concluded between SAP and the Customer (“**Services Agreement**”).
載於 SAP 與客戶締結服務合約 (以下稱「**服務合約**」) 中的專業服務。

2.2. Structure

架構

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, the categories of data, the data subjects and the applicable technical and organizational measures.

附錄 1 和 2 已納入本 DPA 並構成本 DPA 之一部份。其中列出當事人合意的標的、處理性質和處理目的、個人資料類型、資料類別、資料當事人，以及適用的技術和組織措施。

2.3. Governance

管理

2.3.1. SAP acts as a Processor and Customer and those entities that it permits to use SAP Support or Professional Services act as Controllers under the DPA.

根據 DPA 規定，SAP 作為處理者，而其允許使用 SAP 支援或專業服務的客戶和實體則作為控管者。

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. Where SAP informs or gives notice to Customer, such information or notice is deemed received by those Controllers permitted by Customer to include Personal Data. Customer shall forward such information and notices to the relevant Controllers.

客戶作為單一聯絡人，並應根據本 DPA 取得個人資料處理所需之相關授權、同意和權限，其中包括控管者以 SAP 作為處理者相關之核准。在客戶提供授權、同意、指示或權限時，不僅代表客戶提供，還代表其他控管者提供。若 SAP 知會客戶或向客戶發出通知，即視為客戶同意納入個人資料之控管者已收到前開資訊或通知。客戶應將此類資訊和通知轉發至相關控管者。

3. SECURITY OF PROCESSING

處理之安全性

3.1. Applicability of the Technical and Organizational Measures

技術和組織措施之適用性

3.1.1. SAP has implemented and will apply the Technical and Organizational Measures. Customer has reviewed such measures and agrees that 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 已建置技術和組織措施並將適用之。客戶已審查這類措施並同意，考慮到處理個人資料的最先進技術、建置成本、性質、範圍、內容和目的，這些措施是適當的做法。

- 3.1.2. Schedule 2 applies only to the extent that such SAP Services are performed on or from SAP premises. In the case where SAP is performing SAP Services on the Customer's premises and SAP is given access to Customer's systems and data, SAP shall comply with Customer's reasonable administrative, technical, and physical conditions to protect such data and guard against unauthorized access. In connection with any access to Customer's system and data, Customer shall be responsible for providing SAP personnel 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 Licensee systems or personal information (of Customer or any third party) unless such access is essential for the performance of SAP Services. Customer shall not store any Personal Data in non-production environments.
- 附錄 2 之適用範圍，僅限於在 SAP 部署環境執行或源於 SAP 部署環境執行之 SAP 服務。當 SAP 於客戶之部署環境執行 SAP 服務，並已得到客戶之系統和資料的存取權，SAP 應當遵守客戶的合理管理、技術和實體條件，以便保護此類資料並防止未經授權的存取。對於任何存取客戶系統與資料之相關情形，客戶應負責向 SAP 人員提供使用者授權和密碼，使該人員能存取其系統，並按客戶在不同時間認為適當者，負責撤銷該授權、終止該存取。客戶不得授權 SAP 存取被授權人的系統或 (客戶或任何第三方之) 個人資訊，除非此類存取對於執行 SAP 服務是必要的。客戶不得將任何個人資料儲存於非生產環境中。

3.2. Changes 更改

- 3.2.1. SAP applies the Technical and Organizational Measures to SAP's entire customer base receiving the same SAP 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 將技術和組織措施適用於接受相同 SAP 服務的整個客戶群。在安全性等級維持不變或更佳之前提下，SAP 有權隨時變更技術和組織措施，而無須進行通知。只要個別措施與新措施兩者可以獲致相同目的，且不會降低個人資料保護的安全等級，則個別措施可以由新措施所取代。
- 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 將在「我的信任中心」上發佈技術和組織措施更新後版本，且如可行，客戶可訂閱接收前開更新版本之電子郵件通知。

4. SAP OBLIGATIONS SAP 義務

4.1. Instructions from Customer 客戶指示

- 4.1.1. SAP will process Personal Data only in accordance with documented instructions from Customer. The Agreement (including this DPA) constitutes such documented initial instructions and Customer may provide further instructions during the performance of the SAP Service.
- SAP 將僅根據經過記錄的客戶指示處理個人資料。本合約 (包含本 DPA) 構成該等經過記錄的最初指示，且客戶得於執行 SAP 服務時提供進一步指示。
- 4.1.2. 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 performance of the SAP 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 (e-mail permitted).
- SAP 將採取合理措施以遵守其他客戶指示，唯該指示須符合資料保護法之要求、技術上可行，且不須變更 SAP 服務效能。若發生前述例外情況，或 SAP 無法遵守指示，或認為該指示違反資料保護法，則 SAP 將立即通知客戶 (可透過電子郵件通知)。

4.2. Processing on Legal Requirement

基於法規要求之處理

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.

SAP 亦可能根據適用法律之規定來處理個人資料。在此情況下，SAP 應於處理之前告知客戶該法規要求，除非該法律基於重要的公共利益理由而禁止表達該項資訊。

4.3. Personnel

人員

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.

SAP 及其分處理商僅得向承諾保密該等資料的被授權人員授予存取權限，以處理個人資料。SAP 及其分處理商應對可存取個人資料之人員，定期舉行相關之資料安全性與資料隱私措施培訓。

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. 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.

應客戶之請求，凡資料當事人或監管機關就 SAP 處理個人資料或任何個人資料之侵害提出要求，SAP 將合理配合客戶和控管者處理之。倘 SAP 收到資料當事人依據本合約提出之個人資料處理相關請求，SAP 將透過電子郵件立即通知客戶（在資料當事人已提供資訊辨識該客戶時），且不應回覆前開請求，而應請求資料當事人另向客戶提出請求。

- 4.4.2. 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. SAP will correct, delete or anonymize any Personal Data in SAP's possession (if any), or restrict its processing, in accordance with the Customer's instruction and Data Protection Law.

倘有與資料當事人因 SAP 依據本 DPA 處理個人資料發生爭議之情況，當事人應知會彼此，且如適當，應基於與資料當事人平和解決爭議之目的，進行合理之合作。SAP 將根據客戶指示與資料保護法，針對 SAP 持有之任何個人資料（若有），進行更正、刪除或匿名處理，或限制其處理。

4.5. Personal Data Breach Notification

個人資料侵害通知

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.

SAP 將在知悉個人資料侵害情形後不無故耽延的通知客戶，並提供所持有的合理資訊，以協助客戶履行按照資料保護法之要求回報個人資料侵害之義務。SAP 得按可獲得資訊的時機分階段提供之。此類通知不應理解或解釋為 SAP 承認過失或法律責任。

4.6. Data Protection Impact Assessment
資料保護影響評估

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 SAP Service (for example, this DPA, the Agreement, Audit Reports and Certifications). Any additional assistance shall be mutually agreed between the Parties.

若根據資料保護法規定，客戶（或其控管者）必須執行資料保護影響評估或事先諮詢監管機關，SAP 將按客戶要求，提供一般可用於 SAP 服務的文件（例如，本 DPA、合約、稽核報告或認證）。任何額外協助應由雙方協議。

5. DATA DELETION
資料刪除

Customer hereby instructs SAP to delete the Personal Data remaining with SAP (if any) within a reasonable time period in line with Data Protection Law (not to exceed six months) once Personal Data is no longer required for execution of the Agreement, unless applicable law requires retention.

一旦個人資料不再為執行本合約所必要，客戶於此指示 SAP 於符合資料保護法律之合理期間內（不超過六個月）刪除 SAP 仍持有之個人資料（若有），除非適用法律要求保留。

6. CERTIFICATIONS AND AUDITS
認證及稽核

6.1. Customer Audit
客戶稽核

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 service and support delivery centers and IT security practices relevant to Personal Data processed by SAP only if:

客戶或獨立第三方稽核員（SAP 可合理接受的，不包括 SAP 任何競爭對手，或不具適當資格或獨立性的第三方稽核員），得稽核與 SAP 個人資料處理相關的服務和支援交付中心和 IT 安全性措施，唯須符合下列條件：

- a) SAP has not provided sufficient evidence of its compliance with the Technical and Organizational Measures through providing a certification as to compliance with ISO 27001 or other standards (scope as defined in the certificate). Certifications are available on the My Trust Center or upon request if the certification is not available online; or
SAP 未透過提供符合 ISO 27001 或其他標準之認證（範圍如認證所定義），提出證明其已履行技術及組織措施之充分證據。認證可在 My Trust 中心獲得，如果認證無法在線獲得，可應要求提供；或者
- b) a Personal Data Breach has occurred; or
發生個人資料侵害；或
- c) an audit is formally requested by Customer's data protection authority; or
由客戶資料保護主管機關正式要求之稽核；或
- d) 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.
資料保護法強制規定授予客戶直接稽核之權利，客戶在每 12 個月內僅得稽核一次，除資料保護法強制規定要求更頻繁的稽核次數外。

6.2. Other Controller Audit
其他控管者稽核

Any other Controller may audit SAP's control environment and security practices relevant to Personal Data processed by SAP in accordance with and to the extent permitted under Section 6.1 if it directly applies to such other Controller. Such audit must be undertaken through and by Customer 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.

任何其他控管者得按第 6.1 條規定，在該條允許範圍內稽核 SAP 與個人資料處理相關的管控環境和安全性措施，如第 6.1 條直接適用於其他管控者。除資料保護法規定稽核必須由其他控管者執行外，此類稽核必須由客戶負責執行。如稽核要求是由 SAP 根據合約處理其個人資料的多個控管者提出，則客戶應使用一切合理方式合併稽核次數，以避免重複稽核。

6.3. Scope of Audit 稽核範圍

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, time frame and scope of any audits shall be mutually agreed between the parties acting reasonably and in good faith. Customer audits shall be limited to remote audits where possible. If an on-site audit is mandatory, it shall not exceed 1 business day. 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.

客戶應於稽核前至少 60 天發出通知，除非資料保護法強制規定或適格的資料保護主管機關要求較短的通知期限。各方當事人應以合理且誠信的方式，共同協議稽核頻率、期間和範圍。若遠端稽核可行，客戶稽核應限於遠端稽核。若現場稽核為必要，其歷時不應超過 1 個營業日。除上述限制之外，各方當事人將利用現有認證或其他稽核報告，以避免或盡可能減少重複稽核。客戶應向 SAP 提供一切稽核結果。

6.4. Cost of Audits 稽核費用

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.

客戶應承擔所有稽核費用，除非此類稽核揭露 SAP 對本 DPA 有重大違反情事，則 SAP 應自行承擔稽核費用。若稽核判定 SAP 違反本 DPA 所規定之義務，SAP 應立即自費予以補正。

7. SUBPROCESSORS 分處理商

7.1. Permitted Use 許可使用

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

SAP 具有將個人資料處理分包至分處理商之一般授權，唯須符合下述情況：

- 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 SAP SE，應以自己名義，並以書面形式 (包括電子形式) 與分處理商訂立合約，合約應符合本 DPA 有關分處理商處理個人資料之條款。SAP 應依據合約條款對分處理商違反之行為負責；
- 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;
SAP 將於選任分處理商前評估其安全性、隱私性和機密性措施，以確保其可符合本 DPA 所要求的個人資料保護等級；
- c) For SAP Support, 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 SAP Service; and

針對 SAP 支援，SAP 在「我的信任中心」上發佈本合約生效日已備妥之分處理商清單，或根據客戶請求向其提供清單，其中包括 SAP 用於提供 SAP 服務的各分處理商名稱、地址和角色；以及

- d) For Professional Services, SAP will, upon request of the Customer, make the list available or identify such subprocessors prior to the start of the applicable SAP Services.

針對專業服務，SAP 將應客戶要求，於適用 SAP 服務開始前，提供清單或指定該等分處理商。

7.2. New Subprocessors

新分處理商

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

SAP 得自行決定對分包處理商之任用，唯須符合下列規定：

- a) SAP will inform Customer in advance of any intended additions or replacements to the list of Subprocessors including name, address and role of the new Subprocessor (i) for SAP Support by posting on My Trust Center, or by email, upon Customer's registration on My Trust Center and (ii) for Professional Services by similar posting on My Trust Center, or by e-mail, or in other written form;

若分處理商清單有任何計劃新增或替換之情形，SAP 將事先通知客戶，其內容包含新分處理商之名稱、地址和角色：(i) 針對 SAP 支援，SAP 將通知內容刊登在「我的信任中心」，或按照客戶在「我的信任中心」註冊資料，以電子郵件通知，以及 (ii) 針對專業服務，SAP 會在「我的信任中心」上以相似方式刊登，或以電子郵件或其他書面形式通知；

- b) Customer may object to such changes as set out in Section 7.2.2.

依第 7.3 條所述，客戶可對此類變更表示反對。

7.2.2. Objections to New Subprocessors

對新分處理商之異議

7.2.2.1. SAP Support

SAP 支援

If Customer has a legitimate reason under Data Protection Law to object to the new Subprocessors' processing of Personal Data, Customer may terminate the SAP Support upon written notice to SAP, such notice to be provided to SAP no later than 30 days from the date SAP informs the Customer of the new Subprocessor. If Customer does not provide SAP with a notice of termination within this 30 days period, Customer is deemed to have accepted the new Subprocessor. Within the 30 days period from the date of SAP informing the 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 providing SAP a notice of termination and does not affect SAP's right to use the new Subprocessor(s) after the 30 days period.

若客戶依據資料保護法規定之合法律由，拒絕新分處理商處理個人資料，則客戶可在書面通知 SAP 後，終止 SAP 支援，前開通知應由客戶在 SAP 告知其新分包商後 30 日內為之。若客戶未於 30 日內向 SAP 提出終止通知，則應視為客戶接受新分包處理商。客戶得於收到 SAP 通知新分處理商之日起 30 日內，要求合約當事人本於誠信商討此異議之解決方案。前開商討不得延長向 SAP 提出終止通知之期限，且不會影響 SAP 於 30 天後聘用新分處理商之權利。

7.2.2.2. Professional Services

專業服務

If Customer has a legitimate reason under Data Protection Law that relates to the Subprocessors' processing of Personal Data, Customer may object to SAP's use of a Subprocessor, by notifying SAP in writing within 5 business days of SAP's information. If Customer objects to the use of the Subprocessor, the parties shall discuss in good faith a resolution. SAP may choose to: (i) not use the Subprocessor or (ii) take the corrective steps requested by Customer in its objection and use the Subprocessor or (iii) if this is not possible, use the Subprocessor. If none of these options are reasonably possible and Customer continues to object for a legitimate reason, either party may terminate the relevant services on 5 days' written notice. If Customer does not object within 5 days of receipt of the notice, Customer is deemed to have accepted the Subprocessor. If Customer's objection remains unresolved 30 days after it was raised, and SAP has not received any notice of termination, Customer is deemed to have accepted the Subprocessor.

依據資料保護法，若客戶具有分處理商處理個人資料相關之合法理由，則客戶得於 SAP 通知後 5 個營業日內以書面通知 SAP，拒絕 SAP 聘用該分處理商。若客戶針對分處理商之使用提出異議，則合約當事人應本於誠信商討解決方案。SAP 得選擇：(i) 不聘用該分處理商；或 (ii) 採取客戶在異議中要求之改正步驟，再使用分處理商，或 (iii) 倘無此可能，則使用該分處理商。若上開選項皆無法合理採行，且客戶基於合法理由持續表示異議，則當事人任一方得提前 5 日以書面通知終止相關服務。若客戶未於收到通知後 5 日內表達反對意見，則應視為客戶接受分處理商。若客戶之異議未能在其提出後 30 日內獲得解決，且 SAP 未收到任何終止通知，則視為客戶已接受該分處理商。

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

根據本條規定所為之終止，應視為不可歸責當事人任一方之事由，且應受本合約條款之規範。

7.3. Emergency Replacement

緊急更換

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.

若發生超出 SAP 合理控制範圍的原因，且基於安全性或其他緊急原因有緊急替換分處理商之必要，則 SAP 得不經預告即替換分處理商。在此情況下，SAP 應於指派替換之分處理商後，盡速將該資訊通知客戶。第 7.2 條適用此情況。

8. INTERNATIONAL PROCESSING

跨國處理

8.1. Conditions for International Processing

跨國處理之條件

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.

在資料保護法許可範圍內，SAP 有權於客戶所在國家以外地區依據本 DPA 處理個人資料，包括使用分處理商。

8.2. Applicability of the Standard Contractual Clauses (2010)

標準契約條款 (2010) 之適用性

- 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:

截至 2021 年 9 月 26 日 (包括該日) 為止，倘受 GDPR 規範之控管者之個人資料在第三國進行處理；或倘於第三國處理位於瑞士或英國之控管者或另一控管者之個人資料，前開跨國處理須採取控管者所在國法律規定之妥適方式，且該必要妥適方式可透過簽訂標準契約條款 (2010) 履行，則：

- a) SAP and Customer enter into the Standard Contractual Clauses (2010);
SAP 與客戶簽訂標準契約條款 (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
客戶以權力與義務之獨立擁有人加入 SAP 或 SAP SE 與分處理商所簽訂之標準契約條款 (2010)；
- c) Other Controllers who have been authorized by Customer to include Personal Data under the Agreement may also enter into Standard Contractual Clauses (2010) with SAP and/or the relevant Subprocessors in the same manner as Customer in accordance with Sections 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.

已獲客戶依本合約授權納入個人資料之其他控管者，亦可按上述第 8.2.1 條 a) 款和 b) 款之相同方式，與 SAP 和/或相關分處理商簽訂標準契約條款 (2010)。在此等情況下，客戶將代表其他控管者簽訂標準契約條款 (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.

標準契約條款 (2010) 應受相關控管者成立所在國家的法律管轄。

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.

倘適用的資料保護法採用新標準契約條款來滿足標準契約條款 (2010) 之替代或升級所需的任何充分措施，則新標準契約條款應依據第 8.3 條規定適用。

8.3. Applicability of New Standard Contractual Clauses

新標準契約條款之適用性

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

下列應自 2021 年 9 月 27 日適用生效，且應僅適用於新標準契約條款相關傳輸：

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 into 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.

在 SAP 非位於第三國，且作為資料匯出者之情況下，SAP (或代表 SAP 之 SAP SE) 已與每位作為該資料匯出者之分處理商簽訂新標準契約條款。針對新標準契約條款之模組 3 (處理者至處理者)，應適用於此等新標準契約條款相關傳輸。

8.3.1.2. Where SAP is located in a Third Country:

在 SAP 位於第三國之情況下：

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 與客戶茲此簽訂新標準契約條款，客戶作為資料匯出者，而 SAP 作為資料匯入者，其應適用下列規定：

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

模組 2 (控管者至處理者) 應適用於客戶為控管者之情形；以及

b) Module 3 (Processor to Processor) shall apply where Customer is a Processor. Where Customer act 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).

模組 3 (處理者傳輸至處理者) 應適用於客戶為處理者之情形。倘客戶作為新標準契約條款模組 3 (處理者傳輸至處理者) 之處理者，SAP 肯認客戶為處理者，依據其控管者指示處理數據。

8.3.2. Other Controllers or Processors whose use of the SAP Support or Professional 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.

其他經客戶依據本合約授權使用 SAP 支援或專業服務之控管者或處理者，其亦得以與客戶相同之方式，依據上開第 8.3.1.2 條規定與 SAP 簽訂新標準契約條款。在此情況下，客戶將代表其他控管者或處理者簽訂新標準契約條款。

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.

有關新 SCC 相關傳輸，基於資料當事人向客戶所為之請求，客戶得將客戶與 SAP 間簽訂之新標準契約條款模組 2 或 3 (包括相關附錄) 副本提供予資料當事人。

- 8.3.4. The governing law of the New Standard Contractual Clauses shall be the law of Germany.
新標準契約條款之準據法為德國法。

- 8.4. Relation of the Standard Contractual Clauses to the Agreement
標準契約條款與合約之關係

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.

合約中任何規定均不應解釋為優先於倘標準契約條款 (2010) 或新標準契約條款中的牴觸條款。為避免疑義，倘本 DPA 進一步載明稽核與分處理商規則，此等具體規則亦適用於標準契約條款 (2010) 與新標準契約條款。

- 8.5. Third Party Beneficiary Right under the New Standard Contractual Clauses
新標準契約條款規範之第三方受益人權利

- 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:
倘客戶位於第三國，且作為新標準契約條款模組 2 或模組 3 規定之資料匯入者，而 SAP 作為適用模組所規定之客戶分處理商，則各自資料匯出者應具有下列第三方受益人權利：

- 8.5.2. In the event that the 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 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.

在客戶事實上消失、法律上不再存續，或已無清償能力之情形 (無論何種情形，均無依據契約或法律適用而繼受客戶法律義務之繼受實體)，各個資料匯出者應有權在個人資料匯出者處理之資料範圍內，單方終止受影響的服務。在此等情形，各個資料匯出者亦將指示 SAP 清除或歸還該個人資料。

9. DOCUMENTATION; RECORDS OF PROCESSING

文件；處理記錄

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.

各方當事人均有責任遵守文件要求，特別是根據資料保護法之要求保存處理記錄。各方當事人應合理協助他方符合文件要求，包括以他方所要求的合理方式 (例如使用電子系統) 提供其所需資訊，以使他方得以遵守有關維護處理記錄之義務。

Schedule 1 Description of the Processing

附錄 1 處理之說明

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.

本附錄 1 適用於說明符合標準契約條款 (2010)、新標準契約條款和適用資料保護法目的所為之個人資料處理。

1. A. LIST OF PARTIES

當事人清單

1.1. Under the Standard Contractual Clauses (2010)

標準契約條款 (2010) 之規定

1.1.1. Data Exporter

資料匯出者

The data exporter is the Customer who concluded a Software License and Support Agreement and/or Services Agreement with SAP under which it benefits from SAP Service as described under the relevant Agreement. The data exporter allows other Controllers to also use the SAP Service, these other Controllers are also data exporters.

資料匯出者係指與 SAP 簽署軟體授權與支援合約和/或服務合約之客戶，根據該相關合約，資料匯出者可按相關合約所載受益於 SAP 服務。若資料匯出者允許其他控管者使用 SAP 服務，此等其他控管者亦為資料匯出者。

1.1.2. Data Importer

資料匯入者

SAP and its Subprocessors provide the SAP Service as defined under the relevant Agreement concluded by the data exporter that includes Standard Contractual Clauses (2010).

SAP 與其分處理商依據資料匯出者簽訂相關合約 (包括標準契約條款(2010)) 所載提供 SAP 服務。

1.2. Under the New Standard Contractual Clauses

新標準契約條款之規定

1.2.1. Module 2: Transfer Controller to Processor

模組 2：傳輸控管者至處理者

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.

在 SAP 位於第三國，客戶為控管者且 SAP 為處理者之情況下，則以客戶為資料匯出者，SAP 是資料匯入者。

1.2.2. Module 3: Transfer Processor to Processor

模組 3：傳輸處理者至處理者

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.

在 SAP 位於第三國，客戶為處理者且 SAP 為處理者之情況下，則以客戶為資料匯出者，SAP 是資料匯入者。

2. B. DESCRIPTION OF TRANSFER

傳輸之說明

2.1. Data Subjects

資料當事人

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,

transmitted to, made available to, accessed or otherwise processed by the data importer.

除資料匯出者另行提供外，經傳輸之個人資料涉及下列資料當事人類別：員工、承包商、業務夥伴，或將個人資料由資料匯出者儲存、傳輸、提供、存取或以其他方式所處理個人資料之其他個人。

2.2. Data Categories

資料類別

The transferred Personal Data concerns the following categories of data:

傳輸之個人資料涉及下列類別之資料：

Customer determines the categories of data and/or data fields which could be transferred per SAP Service as stated in the relevant Agreement. 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 transferred by Authorized Users and may include financial data such as bank account data, credit or debit card data.

客戶依照相關合約中 SAP 服務決定傳輸之資料類別和/或資料欄位。傳輸之個人資料通常涉及下列類別之資料：姓名、電話號碼、電子郵件地址、地址資料、系統存取/使用/授權資料、公司名稱、契約資料、帳單資料，以及任何由授權使用者傳輸之特定應用資料，且得包括例如銀行帳戶資料、信用卡或簽帳卡資料等財務資料。

2.3. Special Data Categories (if agreed)

特殊資料類別 (若經議定)

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.

傳輸之個人資料得包括本合約規定之特殊類別個人資料 (「敏感資料」)。SAP 已採取附錄 2 所載技術和組織措施，確保以適當安全性水準保護敏感資料。

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):

倘針對自然人權利和自由，有必要將資料性質、不同可能性及嚴重性的風險納入考量 (若適用)，則傳輸敏感資料可能會觸發下列其他限制或保護措施之適用：

- a) training of personnel;
人員培訓；
- b) encryption of data in transit and at rest;
傳送與待用資料之加密；
- c) system access logging and general data access logging.
系統存取記錄和一般資料存取記錄。

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

資料傳輸目的及進一步之處理；處理性質

2.4.1. The transferred Personal Data is subject to the basic processing activities as set out in the Agreement which may include:

傳輸之個人資料受合約中所載之基本處理作業的約束，可能包括：

- a) use of Personal Data to provide the SAP Service;
使用個人資料提供 SAP 服務；
- b) storage of Personal Data;
儲存個人資料；
- c) computer processing of Personal Data for data transmission;
電腦處理個人資料以供資料傳輸；

- d) continuous improvement of service features and functionalities provided as part of the SAP Support or Professional Service including automation, transaction processing and machine learning; and
SAP 支援或專業服務內含服務功能之持續改進，此包括自動化、交易處理與機器學習，以及
- e) execution of instructions of Customer in accordance with the Agreement.
依據本合約履行客戶指示。
- 2.4.2. Under the Software License and Support Agreement: SAP or its Subprocessors provide support when a Customer submits a support ticket because the Software is not available or not working as expected. They answer phone calls and perform basic troubleshooting, and handle support tickets in a tracking system.
軟體授權與支援合約之規定：當客戶因軟體無法使用或未依照預期運作而提交支援請求單時，SAP 或其分處理商將提供支援。SAP 或其分處理商將接聽電話，並執行基本疑難排解，並在追蹤系統中處理支援請求單。
- 2.4.3. Under the applicable Services Agreement for Professional Services: SAP or its Subprocessors provide Services subject to the Order Form Services and the applicable Scope Document.
專業服務適用之服務合約規定：SAP 或其分處理商依據訂購單服務與適用的範圍文件提供服務。
- 2.5. Additional description in respect of the New Standard Contractual Clauses
新標準契約條款相關之其他說明
- Applicable Modules of the New Standard Contractual Clauses
新標準契約條款之適用模組
- a) Module 2: Transfer Controller to Processor
模組 2：傳輸控管者至處理者
- b) Module 3: Transfer Processor to Processor
模組 3：傳輸處理者至處理者
- 2.6. The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):
傳輸頻率 (例如資料是否為一次性或常態性傳輸)：
- Transfers shall be made on a continuous basis.
傳輸應以常態性為之。
- 2.7. The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:
個人資料之留存期間，或倘無法指明期間，用於決定期間之要件：
- Personal Data shall be retained for the duration of the Agreement and subject to Section 5 of the DPA.
個人資料應在本合約期間內留存，且應遵守本 DPA 第 5 條之規定。
- 2.8. For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:
針對向 (分) 處理商進行之傳輸，亦應指明處理標的、性質及期間長短。
- In respect of the New Standard Contractual Clauses, transfers to Subprocessors shall be on the same basis as set out in the DPA.
有關新標準契約條款，向分處理商進行之傳輸，應按本 DPA 中所載相同基礎為之。
- 3. C. COMPETENT SUPERVISORY AUTHORITY**
適格監管機關
- 3.1. In respect of the New Standard Contractual Clauses:
有關新標準契約條款：
- 3.1.1. Module 2: Transfer Controller to Processor
模組 2：傳輸控管者至處理者
- 3.1.2. Module 3: Transfer Processor to Processor
模組 3：傳輸處理者至處理者

- 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.

在客戶為資料匯出者之情況下，監管機關係指依據新標準契約條款第 13 條規定，具有監督客戶權限之適格監管機關。

Schedule 2 Technical and Organizational Measures

附錄 2 技術及組織措施

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.

本附錄 2 適用於說明符合標準契約條款 (2010)、新標準契約條款和適用資料保護法目的之相關技術和組織措施。

SAP will apply and maintain the Technical and Organizational Measures.

SAP 將適用並維護技術和組織措施。