

## GENERAL TERMS AND CONDITIONS FOR SAP CLOUD SERVICES (for indirect sales)

SAP 雲端服務之一般條款與條件 (適用於間接銷售)

("CLOUD EULA")

(以下稱「CLOUD EULA」)

### 1. DEFINITIONS

#### 名詞定義

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

本文件中使用之大寫詞彙，於詞彙表中均有定義。

### 2. USAGE RIGHTS AND RESTRICTIONS

#### 使用權利與限制

#### 2.1 Grant of Rights.

##### 授與權利

Subject to all fees paid by the Partner to SAP, SAP 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.

根據合作夥伴支付予 SAP 的所有費用，SAP 代表夥伴授予客戶非專屬、不可轉讓與全球性之權利，客戶僅得基於本身及其關係企業之內部業務營運，使用雲端服務 (包含其實作與設定)、雲端資料與紀錄文件。雲端服務之允許使用及限制，同時亦適用於雲端資料與紀錄文件。

#### 2.2 Authorized Users.

##### 授權使用者

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.

客戶得允許授權使用者使用雲端服務，但其使用須限於 Cloud EULA 驗收表所載之使用度量與數量。雲端服務之存取憑證不得供多人使用，但若原始使用者無法再使用雲端服務，則可轉讓給他人。客戶應擔負授權使用者違約之責。

#### 2.3 Acceptable Use Policy.

##### 使用原則

With respect to the Cloud Service, Customer will not:

關於雲端服務，客戶不得：

- (a) disassemble, decompile, reverse-engineer, copy, translate or make derivative works, 拆解、解編、進行反向還原工程、複製、轉譯或據以衍生作品、
- (b) transmit any content or data that is unlawful or infringes any intellectual property rights, or 傳輸任何非法或侵害任何智慧財產權之內容或資料，或是
- (c) circumvent or endanger its operation or security. 規避或危害其營運或安全性。

#### 2.4 Verification of Use.

##### 使用驗證

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

客戶可監督其本身使用雲端服務之情況，並於超出使用度量與數量時向夥伴提出報告。SAP 亦得進行監督，以確認是否符合使用度量、數量及本合約之規範。允許 SAP 將客戶超出使用度量、數量和合約規定之使用情形的任何資料轉寄給合作夥伴。

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

### **暫停提供雲端服務**

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

若繼續使用可能會對雲端服務或其使用者造成材料受損，SAP 得中止使用雲端服務，並立即通知客戶有關中止服務之訊息。SAP 應於合理時間及範圍內提出中止。

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

### **第三方 Web 服務**

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.

雲端服務可能整合第三方 (不含 SAP SE 或其關係企業) 所提供，並透過雲端服務存取之網路服務，且需遵守該第三方之條款與條件。上述第三方網路服務並非雲端服務之一部，亦不受本合約所規範。

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

### **行動存取雲端服務**

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.

授權使用者得自第三方網站，如 Android 或 Apple 之 App store，取得行動應用程式並透過其存取特定雲端服務。如客戶下載/存取該行動應用程式時，已向其提供條款與條件，則使用此類行動應用程式得受該條款與條件規範，不受本合約之限制。

## **3. SAP RESPONSIBILITIES**

### **SAP 之責任**

### **3.1 Provisioning.**

#### **佈建**

SAP provides access to the Cloud Service as described in the Agreement. Customer accepts that the Cloud Service is provisioned at the location of SAP's data center which may be outside Taiwan. Customer is responsible for the Internet connection to access the Cloud Service. SAP does not provide any form of telecommunication service under the Agreement.

SAP 依本合約所述提供雲端服務之存取權限。客戶接受雲端服務是由 SAP 的資料中心在其所在地 (可能是在臺灣以外的地點設置) 提供。客戶負責互聯網連接來訪問雲端服務。根據合約，SAP 不提供任何形式的電信服務。

### **3.2 Support.**

#### **支援**

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

SAP 依 Cloud EULA 驗收表所指提供雲端服務之各項支援。

### **3.3 Security.**

#### **安全性**

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

SAP 將依 SAP 雲端服務之資料處理合約所述，建置及維持適當的技術性和組織性措施，來保護 SAP 在雲端服務之一部所處理之個人資料，以遵守相關資料保護法。

### **3.4 Modifications.**

#### **修改**

The Cloud Service and SAP Policies may be modified by SAP 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.

SAP 得隨時修改雲端服務與 SAP 政策。修改內容可能包含雲端服務的選用新功能，客戶得自行使用，但應符合屆時有效之補充條款與紀錄文件。

### **3.5 Analyses.**

#### **分析**

SAP, SAP SE or SAP 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 SAP 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.

因客戶使用雲端服務及服務而產生之客戶資料及資訊，SAP、SAP SE 或 SAP 關係企業得使用其部分內容以建立分析。分析將匿名處理並彙總資訊，且視同為雲端資料。以下範例提供使用分析的方法：最佳化資源與支援；研究與開發；可啟用持續改善、效能最佳化及新 SAP 產品與服務之開發工作的自動化程序；安全性驗證與資料完整性；內部需求規劃；及資料產品，如業界趨勢與發展、索引與相同基準。

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

### **客戶及個人資料**

### **4.1 Customer Data.**

#### **客戶資料**

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

客戶負責提供客戶資料，並將其輸入雲端服務。客戶授予 SAP (包含 SAP SE、其關係企業與分包商) 處理客戶資料之非專屬權，惟僅用於提供和支援雲端服務。

### **4.2 Personal Data.**

#### **個人資料**

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

客戶應遵守適用的資料隱私規範和資料保護法，來收集並維護客戶資料中包含的所有個人資料。

### **4.3 Security.**

#### **安全性**

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

客戶應為其授權使用者對於雲端服務之使用，維持商業上合理之安全標準。

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

#### **存取客戶資料**

**(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 SAP and Customer will find a reasonable method to allow Customer access to Customer Data.

客戶得於訂閱期間內隨時存取其客戶資料。客戶得使用標準格式匯出和擷取其客戶資料。匯出和擷取可能受技術限制所拘束，在此情況下，SAP 和客戶應提出允許客戶存取客戶資料之合理方式。

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

在訂閱期間屆滿之前，客戶得使用 SAP 自助匯出工具 (如適用)，自雲端服務執行客戶資料最終匯出作業。

**(c)** At the end of the Agreement, SAP 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.

本合約終止時，除相關法令要求保存該等資料外，SAP 應刪除託管雲端服務之伺服器中所存放的客戶資料。保存的資料受本合約之保密條款規範。

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

若第三方提起與客戶資料相關之法律訴訟，SAP 應與客戶合作，並遵循處理客戶資料之相關適用法律（均由客戶自行負擔費用）。

## **5. PARTNER RELATIONSHIP**

合作夥伴關係

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

合作夥伴未付款

SAP 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.

如果合作夥伴未能在付款到期日支付任何費用或其他金額，SAP 得自行決定暫停客戶對雲端服務的使用和/或終止合約。

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

合作夥伴關係或客戶相關訂單之終止

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

若 (i) 合作夥伴終止所有客戶相關訂單，或 (ii) SAP 基於正當理由終止合作夥伴之任何與客戶相關的訂單，或 (iii) SAP 與合作夥伴間與雲端服務之訂閱銷售相關的合作夥伴關係已終止，SAP 得（根據客戶的選擇）：

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

根據 SAP 屆時有效之 SAP 雲端服務一般條款與條件，以雙方相互議定的訂閱費用直接向客戶提供受影響的雲端服務；或

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

向客戶推薦其他合作夥伴或第三方，由其來提供受影響之雲端服務。

### **5.3 Independence of Partner**

合作夥伴之獨立性

Partner is not an agent of SAP. It is an independent entity with no authority to bind SAP or to make representations or warranties on SAP's behalf. SAP 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 SAP ground to suspend the Cloud Service or terminate the Agreement.

合作夥伴並非 SAP 的代理商。其係獨立之實體，無權約束 SAP，或代表 SAP 做出聲明或擔保。SAP 對合理依賴合作夥伴提供的書面資訊的準確性和可靠性作出任何決定，以使 SAP 能夠暫停雲端服務或終止合約，不承擔任何責任。

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

不提供聲明或保證

SAP 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.

SAP 對於此類授權經銷商或轉售商，或與此類實體的產品之性能或服務之履行相關之任何其他第三方皆不做任何聲明及保證，並依第 7 條完全否認任何此類保證。

## 6. TERM AND TERMINATION

期限和終止

### 6.1 Term.

期限

The initial Subscription Term is as stated in the Cloud EULA Acceptance Form.  
初始訂閱期限係依 Cloud EULA 驗收表中所述。

### 6.2 Termination.

終止

(a) A party may terminate the Agreement:

一方得終止本合約之情形：

- (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,  
他方發生重大違約情事（包括但不限於客戶未能就雲端服務支付合作夥伴任何費用）於三十天內以書面通知，但若違約在該三十天內改正者，則不在此限，
- (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.

他方提出破產申請、無償付能力，或為債權人利益轉讓其權利，或以其他方式嚴重違反其第 11 條或第 12.6 條之規定，則可立即終止。

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

如果 SAP 和合作夥伴間與本合約相關的雲端服務終止，SAP 得終止合約。

### 6.3 Effect of Expiration or Termination.

到期或終止之效力

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

自本合約到期或終止生效日起：

- (a) Customer's right to use the Cloud Service and all SAP Confidential Information will end,  
客戶使用雲端服務和所有 SAP 機密資訊之權限將終止，
- (b) Confidential Information of the disclosing party will be returned or destroyed as required by the Agreement, and  
揭露方之機密資訊將依本合約之要求歸還或銷毀，
- (c) termination or expiration of the Agreement does not affect other agreements between the parties.

惟本合約之終止或到期並不影響雙方其他合約。

### 6.4 Survival.

後續效力。

Sections 6.3, 6.4, 8, 9, 10, 11, and 12 will survive the expiration or termination of the Agreement.  
本合約到期或終止後，第 6.3、6.4、8、9、10、11 和 12 條將繼續有效。

## 7. WARRANTIES 保證

### 7.1 Compliance with Law.

法規遵循

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.

客戶保證其目前且持續遵守適用於客戶資料和客戶使用雲端服務的所有法律及規章。

### 7.2 Good Industry Practices.

業界實務典範

SAP warrants that:

SAP 保證：

- (a) the Cloud Service will substantially conform to the specifications contained in the Documentation during the Subscription Term for the Cloud Services.  
雲端服務於雲端服務訂閱期限基本上符合紀錄文件內所含之規格。
- (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 SAP at the point in time the relevant Service is performed by SAP and it will perform any Service in a workmanlike and professional manner using resources with the skills reasonably required to perform such Services.  
服務將大體符合紀錄文件、Cloud EULA 驗收表、工作說明書、配置敘述或其他文件（該文件包含 SAP 履行相關服務時，針對相關服務在所有情況下皆有適用的範圍與服務之敘述）所含之規格；且其將以熟練及專業之方式，運用資源搭配執行該服務所合理需要之技能，執行任何服務。

### 7.3 Remedy.

#### 補償

- (a) Provided Customer (and/or Partner on Customer's behalf) notifies SAP 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 SAP validates the existence of such nonconformance, SAP will, at its option:  
若客戶（和/或代表客戶的合作夥伴）在保固期內毫無延遲的以書面方式通知 SAP 並具體描述雲端服務或服務不符合第 7.2 節中的保證，且 SAP 驗證此類不符合情形之存在性，SAP 將選擇：
- (i) with regard to the Cloud Services:  
關於雲端服務：
- (a) correct or replace the nonconforming Cloud Service, or  
更正或替換不合規的雲端服務，或
- (b) if SAP fails to correct the nonconformance after using reasonable commercial efforts,  
如果 SAP 在使用合理的商業努力後未能更正不合規情形，  
terminate the access to the nonconforming Cloud Service.  
終止存取不合規的雲端服務。
- (ii) with regard to the Services, re-perform the nonconforming Service.  
關於服務，重新執行不合規之服務。
- (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 SAP to analyse the alleged nonconformance. Customer must provide commercially reasonable assistance to SAP in analysing and remediating any nonconformance of the Cloud Service and Service.  
這不適用於輕微或非重大的不合規情形，並且客戶根據第 7.2 條之保證享有唯一且專屬之補償。客戶（和/或代表客戶的合作夥伴）所提供之任何不合規情形的書面通知中必須有足夠的詳細資料供 SAP 分析指稱的不合規情形。客戶必須對 SAP 提供商業上合理之協助，以分析和糾正雲端服務和服務之任何不合規情形。
- (c) For clarification purposes, SAP will  
為了澄清的目的，SAP 將
- (i) with regard to the Cloud Services: in all cases; and  
關於雲端服務：在所有情況下；以及
- (ii) with regard to the Services: if SAP fails to correct the nonconformance of the Service after using reasonable commercial effort,  
關於服務：若 SAP 在使用合理的商業努力之後仍無法更正服務的不合規情形，
- (d) 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 SAP will refund to Partner to reflect the nonconformance.

諮詢合作夥伴以定義下列情況之合理金額：(a) 如果合作夥伴尚未支付訂閱費用或不合規服務之費用，合作夥伴可以減少該等費用，或 (b) 如果合作夥伴已經支付訂閱費用或不合規服務之費用，SAP 將退款予合作夥伴以反映不合規之情形的費用。SAP may fulfill its warranty obligations vis-à-vis Partner or Customer. To the extent that SAP fulfills its warranty obligations vis-à-vis Partner, Customer will not have any claim against SAP for a breach of the warranty in Section 7.2.

SAP 得對合作夥伴或客戶履行其保證義務。如果 SAP 履行其對合作夥伴的保證義務，客戶將不會因違反第 7.2 節中的保證而向 SAP 提出任何索賠。

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

##### **系統可用性**

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

SAP 保證依適用之 SLA 或補充條款所定義，維持雲端服務生產系統的每月平均系統可用性。

(b) Customer's sole and exclusive remedy for SAP'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 the non-discounted subscription fee set out in the order form agreed between SAP and Partner. Customer must notify Partner in writing (email permitted) within twenty-one business days after each calendar month in that SAP does not meet the SLAs, so that Partner can follow SAP's posted credit claim procedure. When the validity of the service credit is confirmed by SAP in writing (email permitted) to Partner, SAP will issue such credit to the Partner who should then forward the credit to Customer. Service credits are in addition to other contractual remedies, but any credits paid will be offset against any damages awarded.

若 SAP 違反 SLA，客戶的唯一且專屬補償係提供 SLA 中所載之扣抵額度，其中服務等級扣抵額度將根據 SAP 和合作夥伴間所簽定之訂購單中列出的無折扣訂閱費用計算。客戶必須在每個日曆月後二十一一個工作日內以書面方式通知合作夥伴（允許使用電子郵件），因為 SAP 不符合 SLA，因此合作夥伴可以遵循 SAP 公佈的扣抵申請程序。當 SAP 以書面方式（允許使用電子郵件）向合作夥伴確認服務扣抵額度的有效性時，SAP 將向合作夥伴提供此等扣抵額度，然後合作夥伴應將該扣抵額度轉寄給客戶。服務扣抵為其他契約所定補償以外之補償方式，但已付之扣抵額將抵銷其所承擔之損害。

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

##### **擔保除外條款**

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

第 7.2 和 7.4 條所定之擔保不適用於下列情形：

- (a) the Cloud Service is not used in accordance with the Agreement or Documentation, 未根據本合約或紀錄文件使用雲端服務，
- (b) the nonconformance is caused by Partner, Customer, another third party, or by any product, database, content or service not provided by SAP, or 不合規情形係由合作夥伴、客戶、另一個第三方或任何未由 SAP 提供的產品、資料庫、內容或服務所造成的，或
- (c) the Cloud Service was provided for no fee or is a trial license of the Cloud Service or both. 雲端服務是免費提供，或是雲端服務的試用授權或兩者兼有。

#### **7.6 Disclaimer.**

##### **免責聲明**

Except as expressly provided in the Agreement, neither SAP 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 SAP or product roadmaps in obtaining subscriptions for any Cloud Service.

除本合約明確規定外，SAP 和分包商概不會就任何事宜提供任何明示、暗示、法定或其他方式的聲明或擔保，包括但不限於適售性、合適性、獨創性、特定用途或目的之適用性、不侵權或在使用或整合依本合約提供之產品或服務時所產生的結果，或任何產品或服務的作業安全可靠、不會中斷或不發生任何錯誤。客戶同意，其取得任何雲端服務之訂閱既不依賴於未來交付之功能，亦不依賴於 SAP 公開發表之意見與廣告或產品藍圖。

## **8. THIRD PARTY CLAIMS**

### **第三方索賠**

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

#### **對客戶提出之索賠**

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

對於任何第三方主張客戶及其關係企業使用雲端服務時，侵犯或濫用其專利權、著作權或營業秘密權，而對客戶及其關係企業提出的索賠，SAP 應為客戶抗辯。SAP 應就上述索賠向客戶賠償最終判決之損害賠償金（或 SAP 達成的任何和解金額）。

**(b)** SAP'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 SAP, or (iii) use of the Cloud Service provided for no fee.

因 (i) 客戶違反第 2 條之規定；或 (ii) 與任何非 SAP 提供之產品或服務結合使用雲端服務；或 (iii) 使用免費取得之雲端服務，所發生之損害，SAP 概不承擔第 8.1 條下的任何義務。

**(c)** In the event a claim is made or likely to be made, SAP 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, SAP may terminate Customer's subscription to the affected Cloud Service upon written notice.

若提出索賠，或可能提出索賠，則 SAP 得：(i) 為客戶取得繼續依本合約使用雲端服務之權利；或 (ii) 於不顯著減少服務功能之前提下，取代或修改雲端服務，使其成為非侵害。如上述選項皆無法合理適用，SAP 得於收到書面通知時，終止客戶對該受影響的雲端服務之訂閱。

### **8.2 Claims Brought Against SAP.**

#### **對 SAP 提出之索賠**

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

對於任何第三方就客戶資料等相關事由，而向 SAP、SAP SE 及其關係企業與分包商提出之索賠，客戶應為 SAP 抗辯。

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

客戶應就上述索賠向 SAP、SAP SE 及其關係企業與分包商賠償最終判決之所有損害賠償金（或客戶達成的任何和解金額）。

### **8.3 Third Party Claim Procedure.**

#### **第三方索賠程序**

**(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.

被第三方提出索賠之一方應及時以書面形式就任何索賠通知另一方，並在辯護過程中合理地合作，同時亦可（在費用自理的情況下）委託辯護之一方合理接受的律師代理。

**(b)** The party that is obligated to defend a claim will have the right to fully control the defense. 任一方有義務為索賠進行辯護者，亦得全權主導該辯護。



(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.

索賠的任何和解應不包括構成被提出索賠方之財務或特定作為義務或承擔責任。

#### **8.4 Exclusive Remedy.**

##### **唯一補償**

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 條之條款載明雙方、其關係企業、事業夥伴及分包商對於另一方的唯一、專屬和全部責任，並就合約涵蓋之第三方索賠以及侵犯或濫用第三方智慧財產權，為對另一方之唯一補償。

### **9. LIMITATION OF LIABILITY 責任限制**

#### **9.1 Not Responsible.**

##### **無須承擔責任**

SAP 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 SAP, or (iv) for any Customer activities not permitted under this Agreement. SAP 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.

若發生下列情況，SAP 及其授權人依本合約將無須負任何責任 (i) 未依照紀錄文件使用雲端服務，或 (ii) 因合作夥伴、客戶或任何第三方產品或服務造成瑕疵或責任，或 (iii) 將雲端服務與非由 SAP 提供的任何產品或服務結合使用，或 (iv) 任何非依本合約所許可的客戶活動。SAP 及其授權人對基於或有關本合約任何部份而提供之任何雲端服務，因其本身具危險性之用途所產生之任何索賠或損害，概不負責。

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

##### **損害排除；責任限制**

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) SAP'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 SAP 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.

儘管如此，除 (a) 下列情況所產生之損害 (i) 未經授權使用或揭露機密資訊；和 (ii) 任何一方的重大過失或任何一方的故意不當行為引起的死亡或人身傷害，或 (b) SAP 依第 8.1 節應承擔的義務或 (c) 客戶根據第 8.2 節應承擔的義務外，在任何情況下且無論索賠的性質如何，SAP、其授權人或客戶對彼此或任何其他個人或實體的所承擔的損害賠償金額，皆不超過客戶於直接造成損害賠償之此等雲端服務索賠事件發生之前十二個月期間支付予合作夥伴的訂閱費用，亦不承擔對特殊、附隨性、衍生性或間接損害、善意或利潤之損失、工作中斷、資料遺失、電腦錯誤或故障、律師費、法庭費用、利益或示範性或懲罰性損害賠償。

#### **9.3 Risk Allocation.**

##### **風險分配**

This Agreement allocates the risks between SAP 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.

本合約分配 SAP 與客戶間之風險。客戶支付之訂閱費用反映此一風險分配及其責任限制。雙方當事人明確理解並同意，本合約所提供的責任限制、保證免責聲明或損害排除的各項條款，按雙方當事人之意向，可分割且獨立於其他條款並被如是執行。

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

##### **延伸至集團成員**

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

依據本第 9 節對於 SAP 之責任與義務的任何限制，亦應適用於 SAP SE 及其任何關係企業和各自授權人的利益。

### **10. INTELLECTUAL PROPERTY RIGHTS**

#### **智慧財產權**

#### **10.1 SAP Ownership.**

##### **SAP 所有權**

SAP, SAP SE, their Affiliates or 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. All rights not expressly granted to Customer are reserved to SAP, SAP SE and its licensors.

SAP、SAP SE、其關係企業或授權人擁有有關雲端服務、雲端資料、紀錄文件、服務、設計貢獻、相關知識或流程以及一切衍生作品之所有智慧財產權。SAP、SAP SE 及其授權人保留未明確授與客戶之全部權利。

#### **10.2 Customer Ownership.**

##### **客戶所有權**

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

客戶保留有關客戶資料之所有權利。SAP 得使用客戶所提供之商標，但僅限提供及支援雲端服務之用。

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

##### **禁止主張權利**

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

客戶代表自身及其繼承人和受讓人承諾，不會對 SAP、SAP SE、其關係企業或授權人主張任何有關雲端服務、雲端資料、紀錄文件或諮詢服務之權利或請求權。

### **11. CONFIDENTIALITY**

#### **保密**

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

##### **使用機密資訊**

(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.

接收方將以保護自身機密資訊之同等程度，嚴密保護揭露方之所有機密資訊，且該保護不得低於合理的保護標準。除揭露方之所屬人員、代表人或必須使用該機密資訊以行使其權利或履行本合約所定義務之授權使用者，以及負有實質上類似於第 11 條所載保密責任之人員外，接收方不得向其他人透露任何揭露方之機密資訊。客戶不得向任何第三方揭露本合約或其定價。

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

本合約締結前已揭露之當事人機密資訊，亦受第 11 條之保護。

- (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.

若提起與機密資訊相關之法律訴訟，接收方應與揭露方合作，並遵循處理機密資訊之相關適用法律（均由揭露方自行負擔費用）。

### 11.2 Exceptions.

#### 例外

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

關於使用或披露機密資訊的限制不得適用於以下任何機密資訊：

- (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information,  
由接收方獨立開發，而未參照揭露方之機密資訊
- (b) is generally available to the public without breach of the Agreement by the receiving party,  
普遍對公眾開放且非因接收方違反本合約所致；
- (c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions,  
or  
接受方於資訊揭露時已知且不受保密限制；或
- (d) the disclosing party agrees in writing is free of confidentiality restrictions.  
揭露方以書面方式同意無保密限制。

### 11.3 Publicity.

#### 公開

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 SAP 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 SAP's marketing efforts (including reference calls and stories, press testimonials, site visits, SAPPHIRE participation). Customer agrees that SAP 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.

任一方皆不得在未經另一方事先書面同意之情況下，在公開活動中使用另一方的名稱，但客戶同意 SAP 得在雙方同意之情況下客戶清單中或每季與投資者的電訪會議時使用客戶名稱作為 SAP 行銷內容的一部分（包括推薦電話和客戶案例、新聞稿、現場採訪、參加 SAPPHIRE 大會）。客戶同意，SAP 得為行銷或其他商業目的，與 SAP SE 及其關係企業分享客戶之資訊，且客戶已獲得適當授權，得與 SAP 分享客戶員工聯絡資訊。

## 12. MISCELLANEOUS

### 其他

### 12.1 Severability.

#### 可分離性

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.

若本合約之任何條款被判定為無效或無法執行，則該無效或無法執行部分將不影響本合約之其他條款。

### 12.2 No Waiver.

#### 不棄權

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

違反本合約之豁免不視為其他違反情事之豁免。

### 12.3 Electronic Signature.

#### 電子簽章

Electronic signatures that comply with applicable law are deemed original signatures.  
遵循相關法律之電子簽章均視為原始簽章。

#### 12.4 Regulatory Matters.

##### 法規事宜

- (a) SAP 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 SAP 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 SAP Confidential Information or parts thereof to countries, persons or entities if prohibited by export laws.

SAP 機密資訊受各國出口管制法律所拘束，包括美國、歐盟、愛爾蘭與德國法律。客戶不會基於授權考量或其他法規核准而向任何政府機關提供 SAP 機密資訊或其部分資訊，也不會將任何 SAP 機密資訊或其部分資訊出口、轉出口或進口至出口法律禁止之國家、個人或實體。

- (b) Neither SAP SE nor any of its Affiliates assumes any responsibility or liability:

SAP SE 或其任何關係企業均不承擔任何責任或義務：

- (i) for any delay caused in the delivery and/or granting of access to any or all SAP Confidential Information of parts thereof due to export or import authorizations or both having to be obtained from the competent authorities;

由於必須自具有管轄權的主管機關取得出口、進口或進出口授權，而導致任何 SAP 機密資訊或其任何部份之交付及/或授與存取權限遭到任何延誤；

- (ii) if any required authorization, approval or other consent for the delivery of and/or granting of access to any or all SAP Confidential Information or parts thereof cannot be obtained from the competent authorities;

未能自具有管轄權的主管機關取得任何或全部 SAP 機密資訊或其部份之交付及/或授與存取權限所需取得必要之授權、核可或其他認可；

- (iii) if the delivery of and/or granting of access to any or all SAP Confidential Information or parts thereof is prevented due to applicable Export Laws; and

由於適用的出口法律阻礙任何 SAP 機密資訊或其部份之交付及/或授與存取權限；及

- (iv) if access to Cloud Services, Services or other services has to be limited, suspended or terminated due to applicable Export Law.

倘若雲端服務、服務或其他服務的存取權限由於適用的出口法律必須受到限制、暫停或終止。

- (c) SAP may terminate this Agreement with thirty day's prior written notice if SAP SE or any of its Affiliates may not deliver or grant access to the SAP 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.

倘若由於預估可能持續達六個月或更久的禁運、貿易制裁或其他類似禁止措施，SAP SE 或其任何關係企業可能無法交付或授與 SAP 機密資訊之存取權限予客戶，SAP 得以三十天之前書面通知終止本合約。

#### 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 SAP 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.

所有通知應採書面形式，並於送達 Cloud EULA 驗收表所載地址時交付，同時副本致法務部門。由 SAP 所發出與雲端服務作業或支援有關的通知，得以 Cloud EULA 驗收表中所載客戶的授權代表人或管理人傳送電子形式之通知。

#### 12.6 Assignment.

##### 轉讓

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

Affiliates.

未經 SAP 事先書面同意，客戶不得轉讓或轉移本合約（或其中所載之權利或義務）予第三方。SAP 得轉讓本合約予 SAP SE 或其任何關係企業。

### **12.7 Subcontracting.**

分包

SAP 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. SAP is responsible for breaches of the Agreement caused by its subcontractors.

SAP 可以將部分雲端服務或服務轉包給 SAP SE、其任何關係企業和第三方。SAP SE 及其任何關係企業可能進一步將雲端服務或服務的部分轉包給第三方。SAP 應擔負其分包商違約之責。

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

當事人間關係

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

雙方皆為獨立立約人，依本合約之規範，雙方間不存在任何合夥、特許經營、合資、代理、信託或僱傭關係。

### **12.9 Force Majeure.**

不可抗力

Any delay in performance (other than for the payment of amounts due) caused by conditions beyond the reasonable control of the performing party 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.

因履約之一方無法合理控制之原因所造成之任何遲延履行（到期款項之支付義務除外），應不構成違約。履行期限應延長至與妨礙履約事由存續時間相等之期間。

### **12.10 Governing Law.**

準據法

The Agreement and any claims relating to its subject matter will be governed by and construed under the laws of the 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 Taipei, Taiwan. 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. Either party must initiate a cause of action for any claim(s) relating to the Agreement and its subject matter within two year from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

本合約以及與其系爭事項有關之索賠，應以中華民國法律為準據法，且不適用衝突法原則。位於台灣台北之法院應具所有爭端之專屬管轄權。本合約不適用「聯合國國際貨物銷售合同公約」(United Nations Convention on Contracts for the International Sale of Goods) 和「統一電腦資訊交易法案」(Uniform Computer Information Transactions Act)。當事人應自知悉或經合理調查後可得而知導致索賠之事實起兩年內，提出關於本合約及其系爭事項之索賠。

### **12.11 Entire Agreement.**

完整合約

The Agreement constitutes the complete and exclusive statement of the agreement between SAP 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 SAP accepts or does not otherwise reject the purchase order.

本合約構成 SAP 與客戶之間對於與本合約系爭事項相關之商業關係完全且唯一之合約聲明。先前所有陳述、討論和文書（包括任何保密合約）已合併並由本合約取代，雙方放棄對於該等陳述、討論和文書的依賴。除第 3.4

條許可之情況外，本合約僅於雙方書面簽署後始得修改。本合約優先於任何客戶開立訂購單之條款與條件，即使 SAP 接受或並未拒絕客戶開立之訂購單，該訂購單仍然無效。

#### **12.12 Governing language.**

##### **準據語言**

This Agreement may be executed in the English language alone or may be executed in both the Chinese and English languages. In the event that both the Chinese and English versions are executed, and there are different interpretations of the same provision or actual contradictions, the meanings of the English version shall prevail.

本合約可能僅以英文簽署，或分別以中文及英文簽署。如同時簽署中文版及英文版時，且中英文版中就相同條款之解釋有所歧義或兩者互相抵觸時，應以英文版為準。

## Glossary

### 詞彙表

- 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.  
「關係企業」係指當事人直接或間接持有百分之五十（50%）以上股份或表決權之任何法律實體。任何法律實體僅在維持上述利益期間內方視為關係企業。
- 1.2 “Agreement”** is defined in the Cloud EULA Acceptance Form.  
「合約」已定義於 Cloud EULA 驗收表中。
- 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  
「授權使用者」係指客戶授予存取權限而得使用雲端服務之個人，其可為以下各方之員工、代理人、承包商或代表：
- (a) Customer,  
客戶、
  - (b) Customer's Affiliates, and/or  
客戶之關係企業和/或
  - (c) Customer’s and Customer’s Affiliates’ Business Partners.  
客戶及其關係企業之事業夥伴。
- 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.  
「事業夥伴」係指就客戶及其關係企業之內部業務營運相關事項，需要使用雲端服務之法律實體，其可能包含客戶之客戶、經銷商、服務提供商和/或供應商。
- 1.5 “Cloud EULA Acceptance Form”** means the “SAP Cloud Service Schedule (for indirect sales)” concluded between SAP and the Customer that references the CLOUD EULA.  
「Cloud EULA 驗收表」係指 SAP 和客戶間所簽訂參照 CLOUD EULA 之「SAP 雲端服務明細表（適用於間接銷售）」。
- 1.6 “Cloud Service”** means any subscription-based, SAP hosted, supported and operated on-demand solution provided by SAP on behalf of the Partner to the Customer under the Cloud EULA Acceptance Form.  
「雲端服務」係指由 SAP 代表合作夥伴依 Cloud EULA 驗收表而提供給客戶之任何訂閱型、SAP 託管、支援及運作之隨選解決方案。
- 1.7 “Cloud Materials”** mean any materials provided or developed by SAP (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.  
「雲端資料」係指由 SAP 於履約過程中（獨立或與合作夥伴及/或客戶合作）提供或開發之材料，其包含向客戶提供任何支援或服務。雲端資料不包括客戶資料、客戶機密資訊或 雲端服務。
- 1.8 “Confidential Information”** means  
「機密資訊」係指
- (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  
與客戶有關之下列事項：(i) 客戶資料；(ii) 客戶行銷與業務需求；(iii) 客戶實作計畫和/或 (iv) 客戶財務資訊，以及
  - (b) with respect to SAP: (i) the Cloud Service, Documentation, Cloud Materials and analyses under Section 3.5, and (ii) information regarding SAP research and development, product offerings, pricing and availability.

與 SAP 有關之下列事項：(i) 第 3.5 條之雲端服務、紀錄文件、雲端資料與分析；及 (ii) SAP 研究與發展、產品、定價與可用性之相關資訊。

- (c) Confidential Information of either SAP 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.

SAP 或客戶之機密資訊亦包括揭露方防止不加限制揭露給他人的資訊：(i) 揭露方或其代表在揭露時指定為機密；或 (ii) 鑒於資訊的性質及揭露時所處的情況，應被合理地視為機密。

- 1.9 "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 SAP's Confidential Information.

「客戶資料」係指授權使用者簽訂雲端服務生產系統所涉及之任何內容、材料、資料與資訊，或是客戶使用雲端服務所衍生及儲存於該雲端服務之資料（如客戶專屬報告）。客戶資料及其衍生資料不會包含 SAP 機密資訊。

- 1.10 "Data Processing Agreement"** is defined in the Cloud EULA Acceptance Form.

「資料處理合約」已定義於 Cloud EULA 驗收表中。

- 1.11 "Documentation"** means SAP'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.

「紀錄文件」係指 SAP 隨同雲端服務一併提供予客戶之該雲端服務現有技術與功能文件，以及任何角色與責任說明（若適用的話）。

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

「合作夥伴」已定義於 Cloud EULA 驗收表中。

- 1.13 "SAP SE"** means SAP SE, the parent company of SAP.

「SAP SE」係指為 SAP 母公司之 SAP SE。

- 1.14 "SAP Policies"** means the operational guidelines and policies applied by SAP to provide and support the Cloud Service as incorporated in an Cloud EULA Acceptance Form.

「SAP 政策」係指 SAP 為提供與支援 Cloud EULA 驗收表所附雲端服務所適用之操作指南與政策。

- 1.15 "Services"** means professional services related to a Cloud Service, such as implementation, configuration, custom development and training, performed by SAP'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.

「服務」係指由 SAP 員工或分包商所履行之雲端服務相關專業服務（如實作、設定、自訂開發與訓練），其載明於 Cloud EULA 驗收表，並受諮詢服務補充條款或類似服務合約之規範。

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

「SLA」已定義於 Cloud EULA 驗收表中。

- 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.

「訂閱期限」係指雲端服務訂閱的期限，其初始期限列載於相關 Cloud EULA 驗收表中，包括所有續約。

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

「補充條款」已定義於 Cloud EULA 驗收表中。

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

「支援政策」已定義於 Cloud EULA 驗收表中。

- 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.

「使用度量」係指判斷雲端服務之許可用途的測量標準，如 Cloud EULA 驗收表中所載。