GENERAL TERMS AND CONDITIONS FOR SAP CLOUD SERVICES (for indirect sales)
("Cloud EULA")
SAP 雲端服務之一般條款與條件 (適用於間接銷售)
(以下稱「雲端 EULA」)

1. DEFINITIONS
名詞定義

1.1. "**Affiliate**" means any legal entity in which SAP SE or Customer, directly or indirectly, holds more than 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 SAP SE 或客戶直接或間接持有超過 50% 股份或表決權之任何法律實體。前述法律實體於維持上述利益期間內得視為關係企業。

1.2. "**Agreement**" means the agreement as defined in the applicable Cloud EULA Acceptance Form.
「**合約**」係指依適用雲端 EULA 同意書所定義之合約。

1.3. "**Authorized User**" means any individual to whom Customer grants access authorization to use the Cloud Service that is an employee, contractor or representative of Customer, Customer's Affiliates, or Customer's and Customer's Affiliates' Business Partners.
「**授權使用者**」係指客戶授與存取授權使其可使用雲端服務的任何個人，其係為客戶、客戶之關係企業或客戶和客戶之關係企業的業務夥伴的員工、承包商或代表人。

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 or suppliers of Customer and its Affiliates.
「**業務夥伴**」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，其中可能包含客戶及其關係企業之客戶、經銷商、服務提供商或供應商。

1.5. "**Cloud EULA Acceptance Form**" means the "Cloud EULA Acceptance Form for SAP Cloud Services" concluded between SAP and Customer that references the Cloud EULA.
「**雲端 EULA 同意書**」係指 SAP 和客戶間所簽訂參照雲端 EULA 之「SAP 雲端服務之雲端 EULA 同意書」。

1.6. "**Cloud Service**" means any distinct, hosted, supported and operated on-demand solution provided by SAP to Customer on behalf of Partner, under the Cloud EULA Acceptance Form.
「**雲端服務**」係指由 SAP 依雲端 EULA 同意書代表合作夥伴提供予客戶以隨選方式進行保管、支援並營運之獨特解決方案。

1.7. "**Confidential Information**" means all information which the disclosing party protects against unrestricted disclosure to others that the disclosing party or its representatives designates as confidential, internal or proprietary at the time of disclosure, or should reasonably be understood to be confidential at the time of disclosure given the nature of the information and the circumstances surrounding its disclosure.
「**機密資訊**」係指揭露方禁止相關人等不加限制而對他人揭露之下列所有資訊：揭露方或其代表人，在揭露時指定為機密、內部或專屬資訊者；或鑒於資訊的性質及揭露時的情況，應在揭露時合理視為機密資訊者。

1.8. "**Customer Data**" means any content, materials, data and information that Authorized Users enter into the production system of a Cloud Service (including any stored derivatives of entered data such as Customer-specific reports). Customer Data does not include SAP's Confidential Information or SAP Materials.
「**客戶資料**」係指授權使用者輸入雲端服務生產系統所涉及之任何內容、資料、資料與資訊（包括儲存於客戶輸入資料之衍生資料，如客戶專屬報告)。客戶資料不包含 SAP 機密資訊或 SAP 資料。

1.9. "**Documentation**" means SAP's then-current technical and functional documentation, relating to the Cloud Services located at https://help.sap.com or which is made available to Customer as part of the Cloud Service, including technical and functional specifications as updated from time to time in accordance with the Agreement.
「**文件**」係指 SAP 現有技術與功能文件，與位於 https://help.sap.com 之雲端服務，或視同雲端服務的一部分而提供予客戶之雲端服務相關，其中包含技術與功能規格，並不時依據合約更新。

1.10. "**Export Laws**" means all applicable import, export control and sanctions laws, including without limitation, the laws of the United States, the EU, and Germany.
「**出口法律**」係指所有適用的進口、出口管制和制裁法律，包括但不限於美國、歐盟和德國的法律。

1.11. "**Feedback**" means input, comments or suggestions regarding SAP's business and technology direction, and the possible creation, modification, correction, improvement or enhancement of the Cloud Service.
「**回饋意見**」係指針對 SAP 業務和技術方向以及雲端服務之可能建立、修改、修正、改良或增強而提供之意見、評論或建議。

1.12. "**Intellectual Property Rights**" means patents of any type, design rights, utility models or other similar invention rights, copyrights and related rights, trade secret, know-how or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, whether registered or unregistered, including applications (or rights to apply) and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.
「**智慧財產權**」係指任何類型的專利權、新式樣權、實用新型權或其他類似發明權、著作權和相關權利、營業秘密、專業知識或機密權、商標 (trade mark)、商號 (trade name) 和服務標誌，及任何其他無形財產權 (無論已註冊或未註冊)，亦包括任何前述權利於任何國家/地區，依成文法或判例法，或依契約之申請 (或應用之權利) 和註冊，並無論其是否完善、是否當前存在或係將來提請、提交或取得均屬之。

1.13. "**Partner**" is defined in the Cloud EULA Acceptance Form.
「**合作夥伴**」已定義於雲端 EULA 同意書中。

1.14. "**Representatives**" means a party's Affiliates, employees, contractors, sub-contractors, legal representatives, accountants, or other professional advisors.
「**代表人**」係指當事方的關係企業、員工、承包商、分包商、法務代表、會計師或其他專業顧問。

1.15. "**SAP Materials**" or "**Cloud Materials**" means any materials or information (including statistical reports and usage measurements of the Cloud Service) provided, developed, derived, or made available by SAP or via Partner (independently or with Customer's or Partner's cooperation) in the course of performance under the Agreement, including in the delivery of any support to Customer. SAP Materials include but are not limited to the Documentation, statistical reports, usage measurements, and SAP content that describes, structures, or gives meaning to data in the Cloud Service such as data models, metadata, table descriptions, and similar materials and derivatives of the foregoing. SAP Materials do not include Customer Data, Customer Confidential Information or the Cloud Service.
「**SAP 資料**」或「**雲資料**」係指由 SAP 或透過合作夥伴於依合約進行履約過程中 (獨立完成或與客戶、合作夥伴進行合作) 所提供、開發、衍生或提供使用之任何資料或資訊 (包括統計報告和雲端服務的使用測量)，其包含向客戶提供任何支援。SAP 資料包括但不限於文件、統計報告、使用量測量，以及描述、結構化或賦予雲端服務中數據意義的 SAP 內容，例如數據模型、元數據、資料表描述，以及前述相關的類似資料和衍生物。SAP 資料不包括客戶資料、客戶機密資訊或雲端服務。

1.16. "**SAP SE**" means SAP SE, the parent company of SAP.
「**SAP SE**」係指 SAP 之母公司 SAP SE。

1.17. "**Subscription Term**" means the initial subscription term and, if applicable, any renewal subscription term of a Cloud Service identified in the Cloud EULA Acceptance Form.
「**訂閱條款**」係指初始訂閱期限以及 (若適用) 雲端 EULA 同意書所載之任何雲端服務續約訂閱期限。

1.18. "**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（如雲端 EULA 同意書中所載）。

2. USAGE RIGHTS AND RESTRICTIONS
使用權利與限制

2.1. Grant of Rights
授予權利

Subject to Partner's payment of all fees due to SAP, SAP grants to Customer on behalf of Partner, a non-exclusive and non-transferable right to use the Cloud Service (including its implementation and configuration) solely for Customer's and its Affiliates' internal business operations in accordance with the Agreement and Documentation. Customer may use the Cloud Service world-wide, except from countries where such use is prohibited by Export Laws. Permitted uses and restrictions of the Cloud Service also apply to SAP Materials and Documentation. Customer may reproduce and internally distribute Documentation solely to support permitted use of the Cloud Service.
若合作夥伴已支付予 SAP 的所有應付費用，SAP 代表合作夥伴向授予客戶非專屬且不可轉讓之權利，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)。客戶得於全球使用雲端服務，但若出口法律禁止此類使用之國家/地區則除外。雲端服務之允許使用及限制，同時亦適用於 SAP 資料與文件。客戶僅可為支援授權使用雲端服務之目的，複製並於內部分發文件。

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 to another individual if the original user is no longer permitted to use the Cloud Service. Customer may allow individuals employed by its outsourced service providers to be Authorized Users solely to the extent such outsourced service providers require access to the Cloud Service in the course of providing outsourced services to Customer, provided that such outsourced service providers are not competitors of SAP SE or its Affiliates. Customer is responsible for any 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 同意書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。客戶得允許其外包服務供應商聘用之個人僅因向客戶提供外包服務期間內須存取雲端服務，而為授權使用者；前提是此等外包服務供應商非 SAP SE 或任何 SAP SE 關係企業之競爭者。客戶應擔負授權使用者違約之責。

2.3. 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 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合作夥伴提出報告。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。

2.4. Suspension of Cloud Service
暫停提供雲端服務

SAP may suspend or limit use of the Cloud Service:
倘有以下情況，SAP 得暫停或限制對雲端服務之使用：

(a) if continued use may result in material harm to the Cloud Service or its users; or
若繼續使用可能會對雲端服務或其使用者造成重大損害；或

(b) to comply with laws and regulations applicable to SAP, its Affiliates' or subcontractors, or Partner.
為遵守適用於 SAP、其關係企業、分包商或合作夥伴之法律法規。

SAP will promptly notify Customer of the suspension or limitation. SAP will limit the suspension or limitation in time and scope as reasonably possible under the circumstances.
並立即通知客戶有關中止或限制服務之訊息。SAP 應於合理時間及範圍內提出中止或限制。

2.5. Third Party Web Services
第三方網路服務

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. SAP is not responsible for the content of these third-party web services.
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 Web 服務，且需遵守該第三方之條款與條件。上述第三方 Web 服務並非雲端服務之一部分，亦不受本合約所規範。SAP 無須對這些第三方 Web 服務的內容負責。

2.6. 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，已向其提出條款與條件，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。

2.7. On-Premise Components
就地部署元件

The Cloud Service may include on-premise components that can be downloaded and installed (including updates) by Customer. The System Availability SLA does not apply to these components. Customer may only use the on-premise components during the Subscription Term and solely to support permitted use of the Cloud Service.
雲端服務得包含可供客戶下載和安裝 (包括更新) 的就地部署元件。系統可用性 SLA 不適用於這類元件。客戶僅得於訂閱期間內使用該就地部署元件且僅用於支援雲端服務之授權使用。

3. SAP RESPONSIBILITIES
SAP 之責任

3.1. Provisioning
佈建

SAP provides access to the Cloud Service as described in the Agreement. SAP makes the Cloud Service available and is responsible for its operation.
SAP 依本合約所述提供雲端服務之存取權限。SAP 會提供雲端服務並負責其營運。

3.2. Support
支援

SAP provides support for the Cloud Service as referenced in the Cloud EULA Acceptance Form.
SAP 依 Cloud EULA 同意書所指提供雲端服務之各項支援。

3.3. Security
安全性

SAP will protect Customer Data in accordance with the Security Measures. “Security Measures” means the technical and organizational measures for the relevant Cloud Service published on https://www.sap.com/about/trust-center/agreements/SecurityMeasures.
SAP 將根據安全措施保護客戶資料。「安全措施」係指發佈在 https://www.sap.com/about/trust-center/agreements/SecurityMeasures 之相關雲端服務技術和組織措施。

3.4. Modifications
修改

3.4.1. Scope
範圍

SAP may modify the Cloud Service (including support services, Maintenance Windows and Major Upgrade Windows), provided that SAP shall not materially degrade the core functionality of the Cloud Service during the Subscription Term.
SAP 得修改雲端服務 (包括支援服務、維護時間範圍和重大升級時間範圍)，然 SAP 不應於訂閱期限內嚴重降低該雲端服務之核心功能。

3.4.2. Modification Notices
修改通知

SAP shall provide Customer with adequate advance notice of modifications to the functionality of the Cloud Service in accordance with Section 13.6, except for any change to a Maintenance Window or Major Upgrade Window which shall be in accordance with the SLA.
依據第 13.6 條之規定，SAP 應事先於足夠時間內，就雲端服務功能之修改通知客戶，然而，SLA 所陳之維護時間範圍或重大升級時間範圍之任何變更除外。

3.4.3. Customer Termination
客戶終止

If the modification materially degrades the Cloud Service and SAP does not provide equivalent functionality, Customer may terminate the Cloud EULA Acceptance Form for the affected Cloud Service by providing written notice to SAP and Partner within 1 month of SAP's notice. If SAP does not receive timely notice, Customer is deemed to have accepted the modification.
若修改嚴重降低雲端服務的功能，且 SAP 未提供同等功能，客戶得於 SAP 發出適用通知後一個月內，透過向 SAP 和合作夥伴提供書面通知的方式來終止其對受影響之雲端服務的雲端 EULA 同意書。若 SAP 未及時收到通知，即視同客戶已接受修改。

4. CUSTOMER AND PERSONAL DATA
客戶及個人資料

4.1. Customer Ownership
客戶所有權

As between the parties, Customer owns all right and interest in and to Customer Data. SAP may use Customer provided trademarks solely to provide and support the Cloud Service.
就雙方當事人而言，客戶擁有客戶資料之所有權利及權益。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。

4.2. Customer Data
客戶資料

Customer is responsible for 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 and use Customer Data to provide and support the Cloud Service and as set out in the Agreement.
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) 處理及使用客戶資料之非專屬權利，惟僅用於提供和支援雲端服務且依合約之規定進行。

4.3. Personal Data
個人資料

Customer will collect and maintain all personal data contained in Customer Data in compliance with applicable data privacy and protection laws.
客戶將在遵守適用的資料隱私規範和資料保護法的情況下，收集並維護客戶資料中包含的所有個人資料。

4.4. Security
安全性

4.4.1. Customer will maintain reasonable security standards for its Authorized Users' use of the Cloud Service. Customer is also responsible for the following security requirements:
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。客戶也應負責下列安全性需求：

(a) monitoring technical details in applicable release notes, security notes, and Documentation;
監控適用版本註記、安全性附註和文件中的技術詳細資料；

(b) maintaining proper security configurations, authentications, and authorizations for each Authorized User; and,
為每位授權使用者維護適當的安全性設定、驗證和授權；以及

(c) enabling and configuring certain security features applicable to Customer's use of the Cloud Service.
啟用和設定適用於客戶使用雲端服務的特定安全性功能。

4.4.2. Customer will not conduct or authorize penetration tests of the Cloud Service without advance approval from SAP.
未經 SAP 事先核准，客戶不得進行或授權對雲端服務的滲透性測試。

4.5. Access to Customer Data
存取客戶資料

4.5.1. 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 (or Partner on Customer's behalf) 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 (或代表客戶的合作夥伴) 應提出允許客戶存取客戶資料之合理方式。

4.5.2. 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。

4.5.3. SAP will delete the Customer Data remaining on servers hosting the Cloud Service within 120 days from termination or expiration of the Agreement unless retention is permitted under the Agreement or required by applicable law. Retained data is subject to the confidentiality provisions of the Agreement.
合約終止或到期後，除適用法律要求或合約允許資料保存外，SAP 應於 120 天內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。

4.5.4. SAP will provide limited access to the Cloud Service for no more than 1 month past termination of the Agreement strictly as needed for Customer to export Customer Data ("**Retrieval Period**"). The Retrieval Period is subject to the following:
SAP 將提供合約終止後 1 個月內的雲端服務有限存取權，嚴格僅供客戶匯出客戶資料之用 (以下稱「**擷取期間**」)。擷取期間受以下條款所規範：

(a) Customer agrees that even if access is not technically limited to exporting Customer Data Customer shall not utilize the Cloud Service for any other purpose during the Retrieval Period;
客戶同意，即使存取權在技術上不僅限於匯出客戶資料，客戶於擷取期間也不應將雲端服務作任何其他目的之用，；

(b) If Customer uses the Cloud Service for anything other than exporting Customer Data during the Retrieval Period, Customer agrees to pay Partner's then-current agreed prorated price for the entire Retrieval Period; and
若客戶於擷取期間將雲端服務用於匯出客戶資料以外之任何其他用途，客戶同意針對整個擷取期間根據當時商定之價格，按比例向合作夥伴支付費用；且

(c) Customer's access during the Retrieval Period shall continue to be governed by its obligations under the Agreement.
客戶於擷取期間之存取權應持續受其合約義務所規範。

4.5.5. In the event of third-party legal proceedings relating to Customer Data, SAP will cooperate with Customer and comply with applicable law (both at Customer's expense) with respect to handling of 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 or terminate the Agreement in accordance with Section 6.2.2 if Partner fails to pay any fee or other amount payable by it on the payment due date.
如果合作夥伴未能在其付款到期日支付任何費用或其他金額，SAP 得根據第 6.2.2 條自行決定暫停客戶對雲端服務的使用或終止合約。

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 Customer, (ii) SAP terminates any of Partner's orders relating to Customer for good cause, or (iii) the partnership between SAP and Partner in relation to the sale of subscription for the Cloud Services is terminated, SAP may (at Customer's discretion):
若 (i) 合作夥伴終止所有客戶相關訂單，(ii) SAP 基於正當理由終止合作夥伴與客戶相關的任何訂單，或 (iii) SAP 與合作夥伴間與雲端服務之訂閱銷售相關的夥伴關係已終止，SAP 得 (由客戶自行二擇一決定)：

(a) directly provide the affected Cloud Service to Customer pursuant to SAP's then-current General Terms and Conditions for Cloud Services for mutually agreed subscription fees; or
根據 SAP 的雲端服務適用的最新一般條款與條件，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) refer Customer to SAP Partner Finder tool available on https://www.sap.com/partners/find.html to help Customer identify other partners for provision of affected Cloud Service.
將客戶導向 https://www.sap.com/partners/find.html 之 SAP 合作夥伴工具，協助客戶找尋其他合作夥伴以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. Partner 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 that establishes grounds for SAP to suspend the Cloud Service or terminate the Agreement.
合作夥伴並非 SAP 的代理商。合作夥伴係獨立之實體，無權約束 SAP，或代表 SAP 做出聲明或擔保。SAP 對合理依賴於合作夥伴提供之書面資訊準確性和可靠性，而使 SAP 能暫停雲端服務或終止合約者，概不負責。

5.4. No Representations or Warranties
不提供聲明或保證

SAP makes no representations or warranties as to Partner, any authorized distributor or reseller, or any other third party, or related to the performance of their products or services and fully disclaims any such warranties in accordance with Section 7.
SAP 對於合作夥伴、任何授權經銷商或轉售商，或與其產品效能或服務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 條完全否認任何此等保證。

6. TERM AND TERMINATION
期間和終止

6.1. Term
期限

The Subscription Term is as stated in the Cloud EULA Acceptance Form.
訂閱期間係依雲端 EULA 同意書中所述。

6.2. Termination
終止

6.2.1. A party may terminate:
一方當事人得終止：

(a) the Agreement (i) for cause upon 30 days' written notice of the other party's material breach of any provision of the Agreement (including Customer's failure to pay Partner any fees due for the Cloud Service) unless the breaching party has cured the breach during such 30-day period, and (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 13.7, or
本合約，如下所述：(i) 若他方當事人嚴重違反本合約之任何條款 (包括客戶未能向合作夥伴支付任何到期的雲端服務費用)，且於收到書面通知後 30 日內仍未補正該違約情事，則另一方得於發出 30 日書面通知後因故終止本合約，但若違約方在此等 30 日期間內補正違約行為則除外；和 (ii) 另一方提出破產申請，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 13.7 條之規定，則可立即終止；以及

(b) the affected Cloud Service as permitted under Sections 3.4.3; 7.2.4(b); 8.1.3; 13.5.2; or 13.10 with termination effective 30 days after receipt of notice in each of these cases).
受影響的雲端服務，依第 3.4.3 條；第 7.2.4(b) 條；第 8.1.3 條；第 13.5.2 條或第 13.10 條所允許 (在以上各種情況下，自接收通知後 30 日終止生效)。

6.2.2. SAP may terminate the Agreement if SAP's agreement with Partner for the relevant Cloud Services is terminated, in which case Section 5.2 will apply.
若 SAP 與合作夥伴針對相關雲端服務之合約終止，SAP 得終止合約，在此情況下，則適用第 5.2 條。

6.3. Effect of Expiration or Termination
期滿或終止之效力

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; and
客戶使用雲端服務和所有 SAP 機密資訊之權限將中止；且

(b) Confidential Information of the disclosing party will be retained, returned or destroyed as required by the Agreement or applicable law.
揭露方之機密資訊將依本合約或適用法律之要求予以保留、歸還或銷毀。

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當事人間所訂定之其他合約。

6.4. Survival
存續效力

Sections 1, 6.3, 6.4, 8, 9, 10, 11, 12, 13 will survive the expiration or termination of the Agreement.
本合約到期或終止後，第 1、6.3、6.4、8、9、10、11、12 和 13 條將繼續有效。

7. WARRANTIES
擔保

7.1. Compliance with Law
法規遵循

Each party warrants its current and continuing compliance with all laws and regulations applicable to it in connection with:
雙方保證自即日起將持續遵循與下列事項有關之所有適用法律和法規：

(a) in the case of SAP, the operation of SAP's business as it relates to the Cloud Service; and
在 SAP 一方，涉及雲端服務時，則為 SAP 業務營運；

(b) in the case of Customer, Customer Data and Customer's use of the Cloud Service.
在客戶一方，則為客戶資料和客戶對於雲端服務之使用。

7.2. SAP Warranties and Customer Remedies
SAP 擔保和客戶補救

7.2.1. Good Industry Practices
業界實務典範

SAP warrants that it will provide the Cloud Service:
SAP 保證其提供雲端服務時：

(a) in material conformance with the Documentation; and
堅定遵守文件之規定；且

(b) with the degree of skill and care reasonably expected from a skilled and experienced global supplier of services materially similar to the nature and complexity of the Cloud Service.
提供客戶專業技能與保護措施，且須符合具備專業技能、豐富經驗之全球供應商之合理期待，並其本身所提供之服務本質與複雜性皆類似於雲端服務者。

7.2.2. Authorization Warranty
授權保證

Each party warrants that: (a) it is duly organized and validly existing under the laws of the state or country of its incorporation or formation and has full corporate power and authority to enter into and carry out its obligations in this Agreement; (b) this Agreement is enforceable; and (c) the execution, delivery and performance of this Agreement does not conflict with any written agreement to which a party may be bound.
各方當事人保證：(a) 其本身係以合理方式組織，且根據其所在地或組織地之當地法律，其本身係有效存在，並具完整企業權力及權限以簽署本合約和履行本合約中所載義務；(b) 本合約具可執行性；以及 (c) 任一方針對本合約之執行、交付和履行不與任一方為當事人或具有拘束力之任何口頭或書面合約、手段或理解相衝突，亦不故意違反對其具司法管轄權之任何法院、政府機關、行政機關或其他機關之任何法律或法規。

7.2.3. Warranty Against Viruses
反病毒保證

SAP warrants that it shall exercise commercially reasonable efforts to keep the Cloud Service, as provided by SAP, free of all viruses, trojan horses, and comparable malicious code intended to harm the Customer's systems, provided, however, SAP shall not be responsible for any malicious code placed on the Cloud Service by Customer, its Authorized Users, or any third party.
SAP 保證應盡其商業上合理之努力，確保 SAP 提供之雲端服務不含任何病毒、特洛伊木馬程式，以及旨在損害客戶系統的惡意程式碼，不過前提是對於客戶、其授權使用者或任何第三方所為雲端服務上之任何惡意程式碼，SAP 概不負責。

7.2.4. Remedy
補救措施

Provided Customer (or Partner on Customer's behalf) notifies SAP in writing with a specific description of the Cloud Service's non-conformance with the warranty in Section 7.2.1 without undue delay and SAP validates the existence of such non-conformance, SAP will, at its option and in accordance with Section 7.2.6:
若客戶 (或代表客戶之合作夥伴) 在保固期內無不當延誤地以書面方式通知 SAP 有關雲端服務不符第 7.2.1 條保證之具體描述，且 SAP 驗證此類不符情形之存在性，SAP 將根據第 7.2.6 條選擇：

(a) correct or replace the non-conforming Cloud Service, or
更正或替換不合規的雲端服務，或

(b) if SAP fails to correct the non-conformance after using reasonable commercial efforts, terminate the access to the non-conforming Cloud Service.
若 SAP 在已盡合理商業努力後仍無法更正此等不合規情形，SAP 將終止不合規的雲端服務之存取權。

7.2.5. The remedies in Section 7.2.4 do not apply to trivial or non-material cases of non-conformance and are Customer's sole and exclusive remedies and SAP's entire liability for breach of the warranty under Section 7.2.1. The written notification of any non-conformance by Customer (or Partner on Customer's behalf) must include sufficient detail for SAP to analyze the alleged non-conformance. Customer must provide commercially reasonable assistance to SAP in analyzing and remediating any non-conformance of the Cloud Service.
第 7.2.4 條之補償不適用於輕微或非重大的不合規情形，並且客戶得享有唯一且專屬之補償，SAP 違反第 7.2.1 條之保固規定，須負全責。客戶 (或代表客戶之合作夥伴) 對於任何不合規所為之書面通知，必須包含足夠的詳細資訊，俾利 SAP 得據以分析其所聲稱之不合規。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之任何不合規情形。

7.2.6. SAP will consult with Partner
SAP 將諮詢合作夥伴，以定義下列情況之合理金額：

(a) to define a reasonable amount by which Partner may reduce the subscription fees for the non-conforming Cloud Services, in case Partner has not already paid them, or
若合作夥伴尚未支付不合規雲端服務之訂閱費用，合作夥伴可以減少之該等費用，或

(b) if Partner has already paid the subscription fees for the non-conforming Cloud Services, to define a reasonable amount which SAP will refund to Partner to reflect the non-conformance (unless such refund is prohibited by Export Laws).
若合作夥伴已支付不合規雲端服務之訂閱費用，SAP 將退款予合作夥伴以反映不合規之情形的費用 (除非出口法律禁止此等退款)。

7.2.7. SAP may fulfill its warranty obligations with Customer or Partner on Customer's behalf. To the extent that SAP fulfills its warranty obligations under Section 7.2.6 via Partner, Customer will not have any claim against SAP for a breach of the warranty in Section 7.2.
SAP 得對客戶或代表客戶之合作夥伴履行其保證義務。如果 SAP 根據第 7.2.6 條履行其對合作夥伴的保證義務，客戶將不會因違反第 7.2 條中的保證而向 SAP 提出任何索賠。

7.3. System Availability Warranty and Customer Remedy
系統可用性保證和客戶補救

7.3.1. SAP warrants to maintain an average monthly system availability for the production system of the Cloud Service as defined in the applicable Service Level Agreement or Supplement ("**SLA**").
SAP 保證依適用之服務層級協議或補充條款 (以下稱「**SLA**」) 所定義，維持雲端服務生產系統的每月平均系統可用性。

7.3.2. 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 21 business days after each calendar month in which SAP does not meet the SLA, 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 the credit to Partner to forward to Customer.
若 SAP 違反 SLA，客戶的唯一且專屬補償是發放 SLA 中所述之額度，其中服務等級額度將根據 SAP 和合作夥伴間所簽定之訂購單中列出的非折扣訂閱費用計算。客戶必須在每個日曆月後二十一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 公佈的額度索賠程序。當 SAP 以書面方式 (允許使用電子郵件) 向合作夥伴確認服務額度的有效性時，SAP 將向合作夥伴發放額度，以轉寄給客戶。

7.4. Warranty Exclusions
擔保之除外條款

The warranties in Sections 7.2 and 7.3 will not apply if:
第 7.2 和 7.3 所定之保固在下列情況下將不適用：

(a) the Cloud Service is not used in accordance with the Agreement or Documentation;
未根據本合約或文件使用雲端服務；

(b) any non-conformity is caused by Partner, Customer, another third party, or by any product, database, content or service not provided by SAP; or
任何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.
雲端服務係免費獲取者，或是雲端服務的試用授權。

7.5. Disclaimer
非承諾事項

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 a subscription for any Cloud Service.
除本合約明確規定外，SAP 和分包商概不會就下述事宜提供任何明示、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、絕對不發生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

8.1.1. SAP will defend Customer against claims brought against Customer and its Affiliates by any third party alleging that Customer's and its Affiliates' use of the 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.
SAP 應為客戶抗辯，使之免受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、著作權或商業機密權，而針對客戶及其關係企業提出的索賠。SAP 將賠償客戶有關上開索賠請求最終獲判賠償損害之金額 (或 SAP 達成之任何和解金額)。

8.1.2. SAP's obligations under Section 8.1 will not apply if the claim results from:
若因下列原因致使產生索賠，SAP 依第 8.1 條應盡之義務將不適用：

(a) use of the Cloud Service in conjunction with any product or service not provided by SAP;
將雲端服務結合非由 SAP 提供之任何產品或服務來使用；

(b) use of the Cloud Service provided for no fee;
使用免費獲取之雲端服務；

(c) Customer's failure to timely notify SAP in writing of any such claim if SAP is prejudiced by Customer's failure to provide or delay in providing such notice; or
客戶未能及時以書面形式將任何此等索賠通知 SAP (若 SAP 因客戶未能或延遲提供此類通知而受到損害)；或者

(d) any use of the Cloud Service not permitted under the Agreement.
任何非合約所允許之雲端服務之使用。

8.1.3. If a third party makes a claim or in SAP's reasonable opinion is likely to make such a claim, SAP may at its sole option and expense:
若第三方提出索賠或依 SAP 合理意見可能提出此等索賠，SAP 得依其判斷選擇（二擇一）並自行承擔費用：

(a) procure for Customer the right to continue using the Cloud Service under the terms of the Agreement; or
為客戶取得繼續依合約條款使用雲端服務之權利；或

(b) replace or modify the Cloud Service to be non-infringing without a material decrease in functionality.
取代或修改雲端服務成為非侵權但功能未顯著減少的服務。

If these options are not reasonably available, SAP may terminate Customer's subscription to the affected Cloud Service upon written notice.
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。

8.1.4. SAP expressly reserves the right to cease such defense of any claim(s) if the applicable Cloud Service is no longer alleged to infringe or misappropriate the third party's rights.
若不再對適用的雲端服務主張侵害或盜用第三方權利，SAP 明示保留中止對任何索賠之抗辯事宜之權利。

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. 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.
客戶應為 SAP 抗辯，使之免受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。就上述索賠，若 SAP、SAP SE 及其關係企業與分包商最終承擔損害賠償金 (或客戶達成任何和解金額)，客戶應使 SAP、SAP SE 及其關係企業與分包商免責。

8.3. Third Party Claim Procedure
第三方索賠程序

All third-party claims under Section 8 shall be conducted as follows:
所有根據第 8 條提出之第三方索賠應依下列方式進行：

(a) The party against whom a third-party claim is brought ("**Named Party**") will timely notify the other party ("**Defending Party**") in writing of any claim. The Named Party shall reasonably cooperate in the defense and may appear (at its own expense) through counsel reasonably acceptable to the Defending Party subject to Section (b).
遭第三方提出索賠的當事方 (以下稱「**指定方**」) 將及時以書面形式將任何索賠通知他方當事人 (以下稱「**抗辯方**」)。根據第 (b) 條之規定，指定方應在辯護中合理合作，並得透過抗辯方合理接受的律師出庭 (自費)。

(b) The Defending Party will have the right to fully control the defense (if permitted by applicable law).
抗辯方將有權完全控制辯護方式 (若適用法律允許)。

(c) Any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by the Named Party.
就該等索賠達成之任何和解協議不應規定指定方負有任何財務責任或特定履約義務，亦不應規定指定方將承擔任何責任。

8.4. Exclusive Remedy
排他性補救措施

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 條之條款載明雙方當事人、其關係企業、業務夥伴及分包商對於他方當事人應負唯一、排他且完整之責任，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，為對他方當事人之唯一補救。

9. LIMITATION OF LIABILITY
責任限制

9.1. No Liability
無責任

SAP, its licensors or subcontractors will not be responsible or liable under the Agreement:
SAP、其授權人或分包商依本合約無須承擔任何責任或義務：

(a) if a Cloud Service is not used in accordance with the Documentation;
若未根據紀錄文件使用雲端服務；

(b) if the defect or liability is caused by Partner, Customer or any third party product or service;
若瑕疵或責任係由合作夥伴、客戶或任何第三方產品或服務所造成；

(c) if the Cloud Service is used in conjunction with any product or service not provided by SAP;
若雲端服務搭配非由 SAP 提供之任何產品或服務使用；

(d) for any Customer activities not permitted under the Agreement; or
任何非依本合約所許可的客戶活動；或

(e) for any claims or damages arising from inherently dangerous use of any of the Cloud Services provided under or in connection with the Agreement.
因使用任何根據合約提供之雲端服務具有危險性而引起的任何索賠或損害。

9.2. No Cap on Liability
無責任上限

Neither party's liability is capped for damages resulting from:
任一方當事人對以下原因造成的損害均無責任上限：

(a) the parties' obligations under Sections 8.1.1 or 8.2 (excluding SAP's obligation under Section 8.1.1 where the third party claim(s) relates to Cloud Services not developed by SAP);
依第 8.1.1 條或第 8.2 條所規範之雙方當事人的義務 (不包括依第 8.1.1 條之規定，SAP 在第三方索賠與非 SAP 所開發之雲端服務相關的情況下應盡的義務)；

(b) death or bodily injury arising from either party's gross negligence or willful misconduct; or
因任一方當事人重大過失或故意不當行為導致人身傷亡；或

(c) Customer's unauthorized use of any Cloud Service or any failure by Customer to pay Partner any fees due for the Cloud Services.
客戶未經授權使用任何雲端服務或客戶未向合作夥伴支付任何雲端服務應付款項。

9.3. Liability Cap
責任上限

Except as set forth in Section 9.1 and 9.2, the maximum aggregate liability of either party (or its respective Affiliates or SAP's subcontractors) to the other or to any other person or entity for all events (or series of connected events) arising in any 12-month period will not exceed the annual subscription fees paid by Customer to Partner for the applicable Cloud Service associated with the damages for that 12-month period. Any "12-month period" commences on the Subscription Term start date or any of its yearly anniversaries.
任一方當事人 (或其各自關係企業或 SAP 的分包商) 對他方或任何其他人員或實體在 12 個月內關於所有事件 (或一連串相關事件) 之責任上限，不會超出相關雲端服務客戶所需支付予合作夥伴的年度訂閱費用，而造成該 12 個月期間之損害，但第 9.1 和 9.2 條之規定除外。「12 個月期間」係自訂閱期間之起始日或其任一年之周年日起算。

9.4. Exclusion of Damages
損害賠償之排除

In no case will:
任何情況下：

(a) either party (or its respective Affiliates or SAP's subcontractors) be liable to the other party for any special, incidental, consequential, or indirect damages, loss of goodwill or business profits, work stoppage or for exemplary or punitive damages; and
任一方當事人 (或其各自的關係企業或 SAP 分包商) 對他方當事人之任何特殊、附隨、衍生或間接性之損害、商譽或業務利潤之損失、停工損失，或懲戒性或懲罰性之損害賠償，均無須負責；且

(b) SAP be liable for any damages caused by any Cloud Service provided for no fee.
SAP 針對免費獲取之雲端服務所生之任何損害賠償，概不負責。

9.5. 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 條對於 SAP 之責任與義務的任何限制，還應適用於 SAP SE 及其任何關係企業和各自授權人的利益。

9.6. SAP will not be obliged to provide an indemnity or damages where Customer has been fully compensated or indemnified for the same loss or damage under its agreement with Partner.
若客戶已與合作夥伴達成協議，獲等同損害之充分賠償，則 SAP 無義務提供賠償。

10. INTELLECTUAL PROPERTY RIGHTS
智慧財產權

10.1. SAP Ownership
SAP 所有權

Except for any rights expressly granted to Customer under the Agreement, SAP, SAP SE, their Affiliates or licensors own all Intellectual Property Rights in and any derivative works of:
除依合約所明示授予客戶之任何權利外，SAP、SAP SE、其關係企業或授權人擁有以下各項及其任何衍生作品的所有智慧財產權：

(a) the Cloud Service;
雲端服務；

(b) SAP Materials;
SAP 資料；

(c) Documentation; and
文件；以及

(d) any services, design contributions, related knowledge or processes, whether or not developed for Customer.
任何服務、設計貢獻、相關知識或流程，無論是否針對客戶而開發。

Customer shall execute such documentation and take such other steps as is reasonably necessary to secure SAP's or SAP SE's title over such rights.
客戶應簽署此等文件並採取其他合理必要的步驟，以確保 SAP 或 SAP SE 對此等權利的所有權。

10.2. Acceptable Use Policy
可接受的使用政策

Unless stated otherwise in the Agreement, Customer (or any third-party acting on its behalf) shall not:
除非合約中另有規定，客戶（或代表其行事的任何第三方）不得：

(a) copy, translate, disassemble, decompile, make derivative works, or reverse-engineer the Cloud Service or SAP Materials (or attempt any of the foregoing);
複製、翻譯、反編譯、反組譯雲端服務或 SAP 資料、製作其衍生作品或對其進行反向還原工程 (或嘗試上述任何操作)；

(b) enter, store, or transfer any content or data on or via the Cloud Service that is unlawful or infringes any Intellectual Property Rights;
在雲端服務上或透過雲端服務輸入、儲存或傳輸任何非法或侵犯任何智慧財產權的內容或資料；

(c) use the Cloud Service or SAP Materials for training, developing, or enhancing machine learning, artificial intelligence models, or similar technologies, except where expressly permitted by SAP;
將雲端服務或 SAP 資料用於訓練、開發或強化機器學習、人工智慧模型或類似技術，除 SAP 明確允許者不在此限；

(d) circumvent or endanger its operation or security of the Cloud Service;
規避或危害其雲端服務的營運或安全；

(e) remove SAP's copyright and authorship notices; or
移除 SAP 的著作權和著作人聲明；或者

(f) use Cloud Services or SAP Materials in a manner that exceeds the rights granted under the Agreement, including for the purpose of developing, commercializing, or making available any product or service that replicates, simulates, or competes with the Cloud Service or any SAP Materials. For the avoidance of doubt, this shall not curtail Customer's or partners' right to independently develop their own products or services, provided such development does not rely on Cloud Service or SAP Materials.
以超出合約所授予權利的方式使用雲端服務或 SAP 資料，包括為開發、商業化或提供任何複製、模擬或與雲端服務或任何 SAP 資料競爭的產品或服務之目的。為免生疑義，此條款不限制客戶或合作夥伴獨立開發其自有產品或服務的權利，前提是該等開發不依賴於雲端服務或 SAP 資料。

11. CONFIDENTIALITY
保密條款

11.1. Use of Confidential Information
機密資訊之使用

11.1.1. The receiving party shall:
接收方應：

(a) maintain all Confidential Information of the disclosing party in strict confidence, taking steps to protect the disclosing party's Confidential Information substantially similar to those steps that the receiving party takes to protect its own Confidential Information, which shall not be less than a reasonable standard of care;
嚴格保密揭露方的所有機密資訊，採取措施以保護揭露方的機密資訊，該等措施實質上應與接收方保護自己的機密資訊時所採取之步驟相似，且不得低於合理的照護標準；

(b) not disclose or reveal any Confidential Information of the disclosing party to any person other than the Partner and the Representatives whose access is necessary to enable it to exercise its rights or perform its rights or perform its obligations under the Agreement and who are under obligations of confidentiality substantially similar to those in Section 11;
不會向除合作夥伴和揭露方代表人以外的任何人揭露或顯示揭露方之任何機密資訊，除非必須使用該機密資訊以行使揭露方權利或履行本合約所定義務者，以及負有實質上類似於第 11 條所載保密責任之人員外；

(c) not use or reproduce any Confidential Information of the disclosing party for any purpose outside the scope of the Agreement; and
不得基於合約範圍之外的任何目的使用或複製揭露方的任何機密資訊；以及

(d) retain any and all confidential, internal, or proprietary notices or legends which appear on the original and on any reproductions.
保留原始和任何重製物件上出現的任何和所有機密、內部或專屬聲明或圖例。

11.1.2. Customer shall not disclose any information about the Agreement, its terms and conditions, the pricing or any other related facts to any third party.
客戶不得向任何第三方揭露有關合約、其條款與條件、定價或任何其他相關事實的任何資訊。

11.1.3. 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。

11.2. Compelled Disclosure
強制揭露

The receiving party may disclose the disclosing party's Confidential Information to the extent required by law, regulation, court order or regulatory agency; provided, that the receiving party required to make such a disclosure uses reasonable efforts to give the disclosing party reasonable prior notice of such required disclosure (to the extent legally permitted) and provides reasonable assistance in contesting the required disclosure, at the request and cost of the disclosing party. The receiving party and its Representatives shall use commercially reasonable efforts to disclose only that portion of the Confidential Information which is legally requested to be disclosed and shall request that all Confidential Information that is so disclosed is accorded confidential treatment.
接收方得在法律、法規、法院命令或主管機關要求的範圍內揭露方之機密資訊；惟需要進行此揭露之接收方應盡合理努力，就此需要揭露事宜，事先通知揭露方 (但以該通知屬法律所許可者為限)，並依揭露方要求，由揭露方付費，對此必要揭露之異議，提供合理協助。接收方及其代表人應盡商業上合理努力，僅揭露依法要求揭露之機密資訊部分，並要求所有據此揭露之機密資訊應予保密。

11.3. Exceptions
例外

The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that:
使用或揭露機密資訊的限制，不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，而未提及揭露方之機密資訊；

(b) has become generally known or available to the public through no act or omission by the receiving party;
因接收方不作為或過失而成為公眾普遍知悉或可取得者；

(c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions;
揭露資訊時，接收方已知此資訊不受保密限制；

(d) is lawfully acquired free of restriction by the receiving party from a third party having the right to furnish such Confidential Information; or
接收方自有權提供此類機密資訊的第三方合法取得且未受限制之資訊；或

(e) the disclosing party agrees in writing is free of confidentiality restrictions.
揭露方以書面方式同意免除保密限制者。

11.4. Destruction and Return of Confidential Information
機密資訊的銷毀和歸還

Upon the disclosing party's request, the receiving party shall promptly destroy or return the disclosing party's Confidential Information, including copies and reproductions of it. The obligation to destroy or return Confidential Information shall not apply:
一旦揭露方提出要求，接收方應立即銷毀或歸還揭露方的機密資訊，包括其副本和重製物件。銷毀或歸還機密資訊的義務應不適用於：

(a) if legal proceedings related to the Confidential Information prohibit its return or destruction, until the proceedings are settled or a final judgment is rendered;
若與機密資訊相關的法律訴訟禁止其歸還或銷毀，則在訴訟結束或做出最終判決之前；

(b) to Confidential Information held in archive or back-up systems under general systems archiving or backup policies; or
根據一般系統歸檔或備份政策保存在封存或備份系統中的機密資訊；或者

(c) to Confidential Information the receiving party is legally entitled or required to retain.
接收方依法有權或要求保留的機密資訊。

12. FEEDBACK
回饋意見

Customer may at its sole discretion and option provide SAP (directly or via Partner) with Feedback. In such instance, SAP, SAP SE and its Affiliates may in their sole discretion retain and freely use, incorporate or otherwise exploit such Feedback without restriction, compensation or attribution to the source of the Feedback.
客戶得自行決定並選擇向 SAP (直接或透過合作夥伴) 提供回饋意見。在這種情況下，SAP、SAP SE 及其關係企業得自行決定保留並自由使用、合併或以其他方式利用此等回饋意見，而無須受回饋意見來源的限制、補償或歸屬之影響。

13. MISCELLANEOUS
雜項

13.1. Retention of Data

資料保留

With regard to business transactions covered by the Agreement, Customer must retain any records for a period of 10 years starting on 1st of January of the year following the year during which the data was transmitted or otherwise transferred, or for the minimum period prescribed by applicable law. In addition, Customer must maintain current, complete, and accurate reports on all of SAP's Confidential Information in its possession or in the possession of its Representatives.

關於本合約所涵蓋之商業交易，客戶必須自資料傳輸或以他法移轉之年度的次年 1 月 1 日起十年或相關法律所訂之最低年限，保存其任何記錄。此外，客戶必須就其自身或其代表所持有之所有 SAP 機密資訊，保存最新且完整之報告。

13.2. Severability
可分性

If any provision of the Agreement is held to be wholly or in part 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的全部或部分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。

13.3. No Waiver
未棄權

A waiver of any breach of the Agreement is not deemed a waiver of any other breach.
縱免除對本合約任何違約部分之責任，亦不及於其他違約部分。

13.4. 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。

13.5. Trade Compliance
貿易法規遵循

13.5.1. Each Cloud Service, Documentation and SAP Materials are subject to Export Laws. SAP and Customer shall comply with Export Laws in the performance of the Agreement. Customer, its Affiliates, and Authorized Users shall not use, directly or indirectly export, re-export, release, or transfer the Cloud Service, Documentation or SAP Materials in violation of Export Laws. Customer may not permit the use of the Cloud Service, Documentation or SAP Materials to any end user with whom transactions are prohibited by Export Laws. Customer, its Affiliates, and Authorized Users shall not access nor use the Cloud Service, Documentation or SAP Materials in or from any country or region in which SAP products and services are not available for use,

direct or indirect export, re-export, release or transfer, as listed on https://www.sap.com/about/agreements/export-statements.html.
每一項雲端服務、文件和 SAP 資料皆受出口法律所規範。SAP 和客戶在履行本合約時應遵守出口法律。客戶、其關係企業和授權使用者不得違反出口法律直接或間接使用、出口、轉出口、發行或傳輸雲端服務、文件或 SAP 資料。客戶不得允許依照出口法律禁止與其進行交易的任何終端使用者使用雲端服務、文件或 SAP 資料。客戶、其關係企業和授權使用者不得在 SAP 產品和服務不可使用、直接或間接出口、轉出口、發行或傳輸的國家或地區存取或使用雲端服務、文件或 SAP 資料，另請參見 https://www.sap.com/about/agreements/export-statements.html。

13.5.2. Upon SAP's request, Customer shall provide information and documents necessary to support SAP in obtaining an export authorization for the provisioning of the Cloud Service, Documentation and/or SAP Materials. Upon written notice to Customer, SAP may terminate the Cloud EULA Acceptance Form for the affected Cloud Service if Export Laws prohibit SAP from providing the Cloud Service, Documentation or SAP Materials to Customer.
一旦 SAP 提出要求，客戶應提供必要資訊和文件，以支援 SAP 取得用以提供雲端服務、文件和/或 SAP 資料所需的出口授權。若出口法律禁止 SAP 向客戶提供雲端服務、文件和/或 SAP 資料，SAP 得於發出書面通知給客戶後，終止對受影響的雲端服務之客戶訂閱。

Customer is solely responsible for compliance with Export Laws related to Customer Data, including obtaining any required export authorizations for Customer Data.
客戶應全權負責遵守與客戶資料相關的出口法律，包括取得客戶資料所需的任何出口授權。

13.6. Notices
通知

All notices will be in writing and given when delivered to the address set forth in a Cloud EULA Acceptance Form. Notices from SAP to Customer may be in the form of an electronic notice to Customer's authorized representative or administrator. SAP may provide notice of modifications to the Cloud Service under Section 3.4.2 via Documentation, release notes or publication. System notifications and information from SAP relating to the operation, hosting or support of the Cloud Service can also be provided within the Cloud Service, or made available via the SAP Support Portal. Notices from Customer to SAP may also be in the form of an electronic notice where SAP provides Customer with access to the SAP for Me digital customer portal (or its successor)..
所有通知於送達雲端 EULA 同意書中所載地址時應採書面形式。SAP 向客戶發出的通知得採用電子通知的形式發送給客戶的授權代表人或管理員。SAP 得依第 3.4.2 條之規定，透過文件、發行說明或出版物提供雲端服務修改通知。由 SAP 所提供與雲端服務的營運、託管或支援相關的系統通知和資訊，也可以在雲端服務中提供，或透過 SAP 支援入口網站提供。客戶向 SAP 發出的通知亦可為電子通知的形式，其中 SAP 向客戶提供存取 SAP for Me 數位客戶入口網站 (或其後繼版本) 的存取權。

13.7. 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 when necessary.
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。必要時 SAP 得轉讓本合約予 SAP SE 或其任一關係企業。

13.8. Subcontracting
分包

SAP may subcontract parts of the Cloud Service to third parties. SAP is responsible for breaches of the Agreement caused by its subcontractors.
SAP 得將部分雲端服務分包給第三方。SAP 應擔負其分包商違約之責。

13.9. Relationship of the Parties
當事人間之關係

The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by the Agreement.
雙方當事人皆為獨立立約人，依本合約之規範，雙方當事人間不存在任何合夥、特許經營、合資、代理、信託或僱傭關係。

13.10. Force Majeure
不可抗力

Neither party shall be held responsible (other than for the payment of amounts due) if the fulfilment of any terms or provisions of this Agreement are delayed or prevented by revolutions or other disorders, wars, acts of enemies, strikes, fires, floods, acts of God, or without limiting the foregoing, by any other cause not within the control of the party whose performance is interfered with, and with exercise of reasonable diligence, the party is unable to prevent, whether of the class of causes herein enumerated or not.
若本合約任何條款或規定之履行因以下因素而遭延遲或阻礙，任一方當事人均不需承擔責任 (支付應付款項除外)：革命或其他動亂、戰爭、衝突、罷工、火災、洪水、天災，或除上述因素之外，履約能力受限當事人控制範圍以外且該當事人採取合理努力後仍無法阻止之任何其他因素 (不論是否屬本文列舉類別)。

In the event conditions beyond the performing party's reasonable control render the Cloud Service unavailable for more than 30 consecutive days, the other party may terminate the Agreement upon written notice to the performing party and to Partner.
若係履約當事人無法合理控制之原因導致超過連續 30 天無法提供雲端服務，另一方當事人得向履約當事人和合作夥伴為書面通知以終止合約。

13.11. Governing Law
準據法

The Agreement and any claims (including any non-contractual claims) arising out of or in connection with this Agreement and its subject matter will be governed by and construed under the laws of Taiwan (R.O.C.). The United Nations Convention on Contracts for the International Sale of Goods and any conflicts of law principles and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement.
本合約以及由本合約及其標的所引起或與之相關的任何索賠 (包括任何非合約索賠) 將受臺灣 (中華民國) 法律所規範並據此解釋。本合約不適用「聯合國國際貨物買賣契約公約」(United Nations Convention on Contracts for the International Sale of Goods) 及任何法律衝突原則，和「電腦資訊交易統一法」(Uniform Computer Information Transactions Act)。

13.12. Jurisdiction and Mandatory Venue
司法管轄權和強制管轄地

The parties submit to the exclusive jurisdiction of Taiwan Taipei District Court. The parties waive any objections to the venue or jurisdictions identified in this provision. The mandatory, sole and exclusive venue, place or forum for any disputes arising from the Agreement (including any dispute regarding the existence, validity or termination of the Agreement) shall be Taiwan Taipei District Court.

雙方當事人同意接受臺灣臺北地方法院之專屬管轄權。雙方當事人放棄對本條款中列載之法院或司法管轄地提出任何異議。因本合約產生的任何爭議 (包括與本合約之存在、有效性或終止有關的任何爭議) 應受到臺灣臺北地方法院強制、唯一且排他之管轄。

13.13. 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. Terms and conditions of any Customer-issued purchase order shall 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標的相關之商業關係的完全和排他合約聲明。先前所有陳述、討論和文書 (包括任何保密協議) 已合併於本合約並由本合約取代，雙方於此放棄依賴該等陳述、討論和文書。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。任何客戶簽發的採購訂單（即 PO）之條款與條件均無效力，即使 SAP 接受或未以其他方式拒絕採購訂單亦同。

13.14. 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，或以中文和英文簽署。若同時簽署中文版及英文版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。