SAP AI TERMS
SAP AI 條款

These SAP AI Terms ("**AI Terms**") are part of the Agreement and apply to artificial intelligence technologies in the Cloud Service as identified in Documentation, release notes, or within the Cloud Service ("**AI Technology**").
本 SAP AI 條款 (以下稱「**AI 條款**」) 為本合約之一部分，適用於文件、發行說明或雲端服務中所列載之雲端服務中的人工智慧技術 (以下稱「**AI 技術**」)。

1. AGREEMENT APPLICABILITY
合約適用性

The Agreement applies to AI Technology, including without limitation, terms relating to warranties, security, confidentiality, legal compliance, and service level obligations.
合約適用於 AI 技術，包括但不限於與保固、安全性、機密性、法規遵循及服務層級義務相關之條款。

2. ACCEPTABLE USE
使用原則

2.1. Use Limitations. Customer will not use AI Technology:
使用限制。客戶不會將 AI 技術用於進行：

(a) for any unlawful, irresponsible, fraudulent, offensive, or obscene activity.
任何違法、不負責任、詐騙、冒犯或淫穢活動。

(b) for any purpose beyond the access granted in the Agreement.
超出合約所授予存取權限的任何目的。

(c) in contravention of the Documentation.
違反文件規定之行為。

(d) to access a system, property, or information without authorization.
未經授權而存取系統、屬性或資訊。

(e) to generate content that is sexually explicit or promotes violence, hate speech, or harassment.
產生露骨的性內容或宣揚暴力、仇恨言論或騷擾的內容。

(f) to distribute malware or spam.
散布惡意軟體或垃圾資訊。

(g) to contravene regulatory safety policies.
違反法規安全政策。

(h) to track people without consent.
未經同意追蹤他人。

(i) to falsely impersonate an individual.
惡意冒充他人。

(j) to mine cryptocurrency.
挖礦加密貨幣。

2.2. Protective Measures. Customer will not: (a) circumvent or bypass protective measures made available by SAP or a third-party, including, but not limited to, those intended to help prevent copyright infringement, data breaches, or security incidents; or (b) intentionally use AI Technology or Output to develop, train, or improve other artificial intelligence models. For greater certainty, Customer may use Output with other artificial intelligence models and services as input, grounding (e.g., retrieval augmented generation), and prompt engineering for Customer's internal business purposes.
保護措施。客戶不會：(a) 跨越或規避 SAP 或第三方提供之保護措施，其中包括但不限於旨在協助防止著作權侵權、資料侵害或安全性事故之措施；或 (b) 特意將 AI 技術或輸出用於開發、訓練或改善其他人工智慧模型。為了提高確定性，客戶得基於客戶的內部業務目的，將輸出搭配使用其他人工智慧模型及服務進行輸入、打造基礎 (例如，檢索增強產生) 和提示工程。

2.3. Suspension. SAP may limit or suspend access to AI Technology for violations of the AI Terms. SAP will notify Customer of the suspension or limitation without undue delay. SAP will limit a suspension or limitation in time and scope as reasonably possible under the circumstances.

中止。SAP 得針對違反 AI 條款之行為，限制或中止客戶對 AI 技術之存取權。SAP 將通知客戶有關中止或限制之情事，不得無故延遲。SAP 應於合理時間及範圍內提出中止或限制。

3. OUTPUT
輸出

3.1. "**Output**" means any content generated by AI Technology.
「**輸出**」係指由 AI 技術產生之任何內容。

3.2. Quality, Review, and Reliance. AI Technology consists of emerging technologies that may result in incorrect, biased, unfair, or inaccurate Output. Customer is solely responsible for: (a) usage of any Output; (b) Customer's decisions, actions, and omissions based on the Output; and (c) evaluating Output for suitability before using, distributing, or relying on Output.
品質 、審查和依賴程度。AI 技術包含新興技術，可能導致不正確、偏見、不公平或不準確的輸出。客戶應全權負責：(a) 任何輸出的使用；(b) 根據輸出決定客戶的決策、行為和過失；以及 (c) 在使用、散佈或依賴輸出之前評估輸出的合適性。

3.3. Ownership. The parties agree: (a) Output may not qualify for intellectual property protection; (b) similar or the same Output may be produced by AI Technology for different customers; and (c) Customer's rights to Output may not be enforceable. Customer retains all ownership of Customer Data contained in Output. SAP does not claim any ownership rights in Output except SAP, SAP SE, their Affiliates, or their licensors retain all Intellectual Property Rights in the Cloud Service, SAP Materials, Documentation, and derivative works thereof contained within Output. Customer has the right to use the Cloud Service, SAP Materials, and Documentation contained in Output in accordance with the Agreement.
所有權。當事人同意：(a) 輸出可能不受智慧財產權保護；(b) AI 技術可能針對不同客戶產生相似或相同的輸出，且 (c) 客戶對輸出之權利可能無法執行。客戶保留輸出中包含之客戶資料的全部所有權。除 SAP、SAP SE、其關係企業或其授權人保留輸出內所含雲端服務、SAP 資料、文件及其衍生作品之所有智慧財產權外，SAP 不對輸出主張任何所有權。客戶有權根據合約，使用輸出中所含之雲端服務、SAP 資料和文件。

3.4. Indemnification. SAP's indemnification obligations, to the extent provided in the Agreement, shall apply to the AI Technology, but not to Output.
擔保免責。合約所規定之 SAP 賠償義務適用於 AI 技術，但不適用於輸出。

4. MISCELLANEOUS
雜項

4.1. Changes in Law. The laws and regulatory guidance on AI technologies continue to evolve. If a change in law, regulation, or official interpretation impacts SAP's ability to offer, or Customer's ability to legally use AI Technology, SAP may limit or discontinue that AI Technology, including in specific countries.
法律變更。針對 AI 技術的法律和法規指引仍持續發展中。若法律、法規或官方解釋之變更影響 SAP 提供或客戶合法使用 AI 技術之能力，SAP 得限制或停止提供該 AI 技術，包括特定國家/地區。

4.2. Additional Terms. AI Technology may include AI models, technologies, or features licensed from third parties that require SAP to pass through additional terms ("**Pass-Through Terms**"). Customer will comply with Pass-Through Terms as made available by SAP at https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?sort=latest_desc&tag=agreements:general-terms-and-conditions/ait/ai-third-party-pass-through-terms. Pass-Through Terms shall not amend, limit, or otherwise affect the indemnity, warranty, liability, confidentiality, security, or data protection terms agreed between SAP and Customer under the Agreement. Customer may subscribe to receive automated notification of changes to Pass-Through Terms via https://support.sap.com/en/my-support/trust-center/policies-frameworks-toms.html (or other methods provided by SAP from time-to-time). When SAP introduces new AI Technology, SAP may provide additional terms or make updates to the terms that apply to Customer's use of such AI Technology.
其他條款。AI 技術可能包括第三方授權之 AI 模型、技術或功能，需要 SAP 另供轉付條款 (以下稱「**轉付條款**」)。客戶將遵守 SAP 透過 https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?sort=latest_desc&tag=agreements:general-terms-and-conditions/ait/ai-third-party-pass-through-terms 提供之轉付條款。轉付條款不得修訂、限制或以其他方式影響 SAP 與客戶間依據合約所議定的補償、擔保、責任、機密性、安全性或資料保護條款。 客戶得訂閱以透過 https://support.sap.com/en/my-support/trust-center/policies-frameworks-toms.html (或 SAP 不時提供之其

他方式) 接收轉付條款的任何變更之自動通知。當 SAP 推出新 AI 技術，SAP 得提供額外條款或更新條款，以規範客戶對此等 AI 技術之使用。

4.3. AI Models. SAP does not commit to the use of specific AI models in AI Technology even if Customer may be able to choose between different AI models when using the AI Technology. SAP reserves the right to add, remove, or exchange AI models, in its sole discretion, at any time.
AI 模型。即使客戶得於使用 AI 技術時選擇不同的 AI 模型，SAP 不承諾 AI 技術將使用任何特定 AI 模型。SAP 保留隨時自行決定新增、移除或交換 AI 模型之權利。

4.4. Agentic AI. SAP may make available AI Technology that Customer can authorize to autonomously or semi-autonomously perform actions, interact with SAP and external systems and data, and execute business processes ("**Agentic AI**"). Customer is responsible for: (a) the customer-authorized actions and outcomes of those actions performed by Agentic AI; (b) evaluating, enabling, and authorizing Agentic AI's access and connection to data, application, and systems; and (c) maintaining human oversight and approval over Agentic AI use and actions.
代理式 AI。SAP 提供 AI 技術時得讓客戶可以授權自動化或半自動化執行動作、與 SAP 和外部系統和資料互動，並執行業務流程 (以下稱「**代理式 AI**」)。客戶應負責：(a) 代理式 AI 執行這些動作的客戶授權行動和結果；(b) 評估、啟用並授權代理式 AI 存取和連線至資料、應用程式和系統；以及 (c) 保持對代理式 AI 使用和行動的人為監督和核准。