

GENERAL TERMS AND CONDITIONS FOR CLOUD SERVICES (“GTC”)

雲端服務之一般條款與條件 (以下稱「GTC」)

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 50% 以上實體股份或表決權之任何法律實體。任何法律實體在維持上述利益期間內，均視為關係企業。

- 1.2. “**Agreement**” means the agreement as defined in the applicable Order Form.

「合約」係指依適用訂購單所定義之合約。

- 1.3. “**Authorized User**” means any individual to whom Customer grants access authorization to use the Cloud Service that is an employee, agent, 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、代理人、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 and/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事項，需要使用相關雲端服務之法律實體，其可能包含客戶及其關係企業之客戶、經銷商、服務提供商和/或供應商。

- 1.5. “**Cloud Service**” means any distinct, subscription-based, hosted, supported and operated on-demand solution provided by SAP under an Order Form.

「雲端服務」係指根據訂購單由 SAP 提供的任何獨特、以訂閱為基礎、託管、支援和操作之隨選解決方案。

- 1.6. “**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 and/or proprietary at the time of disclosure, 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：(i) 揭露方或其代表人，在揭露時指定為機密和/或內部和/或專屬資訊者；或 (ii) 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。

- 1.7. “**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、資料、資料與資訊，或是客戶使用雲端服務所衍生及儲存於該服務之資料 (如客戶專屬報告)。客戶資料及其衍生資料不應包含 SAP 機密資訊。

- 1.8. “**Documentation**” means SAP’s then-current technical and functional documentation, including any roles and responsibilities descriptions relating to the Cloud Services which SAP makes available to Customer under the Agreement.

「紀錄文件」係指 SAP 根據合約提供予客戶的雲端服務相關之最新的技術性與功能性文件，包括任何角色與責任說明。

- 1.9. **“Export Laws”** means all applicable import, export control and sanctions laws, including without limitation, the laws of Taiwan (R.O.C.), 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，包括但不限於台灣(中華民國)、美國、歐盟和德國的法律。
- 1.10. **“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或專業服務之可能建立、修改、修正、改良或增強而提供之意見、評論或建議。
- 1.11. **“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。
- 1.12. **“Order Form”** means the ordering document for a Cloud Service that references the GTC.
- 「訂購單」係指雲端服務之訂購文件，其內容係引用 GTC。
- 1.13. **“Professional Services”** means implementation services, consulting services or other related services provided under an Order Form and may also be referred to in the Agreement as “Consulting Services”.
- 「專業服務」係指依訂購單提供之建置服務、諮詢服務或其他相關服務。
- 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”** means any materials (including statistical reports) provided, developed or made available by SAP (independently or with Customer’s cooperation) in the course of performance under the Agreement, including in the delivery of any support or Professional Services to Customer. SAP Materials do not include the Customer Data, Customer Confidential Information or the Cloud Service. SAP Materials may also be referred to in the Agreement as “Cloud Materials”.
- 「SAP 資料」係指由 SAP 於依合約進行履約過程中 (獨立或與客戶合作) 所提供或開發之任何資料 (包括統計報告)，其包含向客戶提供任何支援或專業服務。SAP 資料不包括客戶資料、客戶機密資訊或雲端服務。SAP 資料在本合約下亦稱為「雲端資料」。
- 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 Order Form.
- 「訂閱期間」係指相關訂購單所列表載之雲端服務訂閱期間，包括全部續約期間。
- 1.18. **“Taxes”** means all transactional taxes, levies and similar charges (and any related interest and penalties) such as federal, state or local sales tax, value added tax, goods and services tax, use tax, property tax, excise tax, service tax or similar taxes.

「**稅捐**」係指所有交易稅、徵稅和類似費用 (以及任何相關的利息和處罰), 例如聯邦、州或地方銷售稅、增值稅、商品及服務稅、使用稅、財產稅、消費稅、服務稅或類似稅。

- 1.19. **“Usage Metric”** means the standard of measurement for determining the permitted use and calculating the fees due for a Cloud Service as set forth in an Order Form.

「**使用度量**」係指判斷雲端服務之允許存取及使用並計算應付費用之標準測量值, 如訂購單所載。

2. **USAGE RIGHTS AND RESTRICTIONS**

使用權利與限制

2.1. Grant of Rights

權利之授予

SAP grants to Customer a non-exclusive and non-transferable right to use the Cloud Service (including its implementation and configuration), SAP Materials and Documentation solely for Customer's and its Affiliates' internal business operations. Customer may use the Cloud Service world-wide, except Customer shall not use the Cloud Service 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.

SAP 授予客戶非專屬、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)、SAP 資料與紀錄文件。客戶得於全球使用雲端服務, 但客戶不得在其出口法律禁止此等使用之國家/地區使用雲端服務。雲端服務之允許使用及限制, 同時亦適用於 SAP 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 Order 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, 但其使用須限於訂購單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. 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. SAP may monitor use to verify compliance with Usage Metrics, volume and the Agreement.

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。

2.4. Suspension of Cloud Service

暫停提供雲端服務

SAP may suspend or limit 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 or limitation. SAP will limit a suspension or limitation 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重大損害, SAP 得暫停或限制對雲端服務之使用, 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 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. 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 stores. 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.

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。客戶在訂閱期間內僅得使用該等就地部署元件。

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 Order Form.

SAP 依訂購單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 SAP Cloud Service Data Processing Agreement incorporated into the Order Form in compliance with applicable data protection law.

SAP 將按訂購單中之 SAP 雲端服務資料處理合約中所述，依據適用之資料保護法，實施和維護適當的技術和組織措施，以保護 SAP 處理的、作為雲端服務一部分的個人資料。

3.4. Modifications

修改

3.4.1. Scope

範圍

- 3.4.1.1. As the Cloud Service evolves, SAP may improve or modify the Cloud Service (including support services, Maintenance Windows and Major Upgrade Windows). This includes the option to remove functionality from the Cloud Service where SAP either provides a functional equivalent or where this does not materially reduce key functionality of the Cloud Service. Functionality beyond the initial scope of the Cloud Service may be subject to additional terms and Customer's use of such additional functionality shall be subject to those terms.

隨著雲端服務的發展，SAP 可能會改善或修改雲端服務 (包括支援服務、維護時間範圍和主要升級時間範圍)。其中包括從雲端服務移除功能的選項，前提是 SAP 會提供等效功能或這麼做並不會顯著減少雲端服務的重要功能。超出雲端服務初始範圍的功能得受附加條款的規範，客戶對此類附加功能的使用應受這些條款所規範。

3.4.2. Modification Notices

修改通知

- 3.4.2.1. SAP shall inform Customer of modifications to the Cloud Service with an adequate period in advance. SAP shall provide Customer 1 month's advance notice before changing its Maintenance and Major Upgrade Windows (unless such change is a reduction in the duration of the applicable Maintenance or Major Upgrade Windows) and support services.

SAP 應事先於足夠時間內，就雲端服務之修改通知客戶。SAP 應在更改其維護和主要升級時間範圍以及支援服務之前，提前一個月通知客戶。

- 3.4.2.2. Where in justified cases, SAP removes functionality from the Cloud Service without providing a functional equivalent, SAP shall provide Customer 6 months' advance notice.

若在合理情況下，SAP 從雲端服務中移除功能但不提供與其等效之功能，SAP 應提前六個月通知客戶。

3.4.3. Customer Termination

客戶終止

If a modification materially degrades the overall functionality of the affected Cloud Service, Customer may terminate its subscription to the affected Cloud Service by providing written notice to SAP within 1 month of SAP's applicable notice. If SAP does not receive timely notice, Customer is deemed to have accepted the modification.

若修改嚴重降低受影響之雲端服務的整體功能，客戶得於 SAP 發出適用通知後一個月內，透過向 SAP 提供書面通知的方式來終止其對受影響之雲端服務的訂閱。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

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.

客戶保留所有和客戶資料相關之權利。SAP 僅得基於提供和支援雲端服務之目的以使用客戶提供之商標。

4.2. 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 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 the 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

Customer will maintain reasonable security standards for its Authorized Users' use of the Cloud Service. Customer will not conduct or authorize penetration tests of the Cloud Service without advance approval from SAP.

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。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 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。

- 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. 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 將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. 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. FEES AND TAXES

費用與稅捐

5.1. Fees and Payment

費用與付款

Customer shall pay fees as stated in the Order Form. If Customer does not pay fees in accordance with the terms of the Agreement then, in addition to any other available remedies, SAP may suspend Customer's use of the applicable Cloud Service until payment is made. SAP shall provide Customer with prior written notice before any such suspension. Any fees not paid when due shall accrue interest at the maximum legal rate. Purchase orders are for administrative convenience only. SAP may issue an invoice and collect payment without a corresponding purchase order. Customer may not withhold, reduce or set-off fees owed. Customer may not reduce Usage Metrics during the Subscription Term. All Order Forms are non-cancellable. All fees are non-refundable except per Sections 6.3 or 7.4.2.

客戶應依訂購單所載付費。若客戶未依照合約條款支付費用，則除了任何其他可用的補救措施外，SAP 得中止客戶使用適用的雲端服務，直到付款為止。SAP 在進行任何此等中止之前，應事先以書面通知客戶。到期但未支付的任何費用應依最高法定利率計息。客戶的採購單僅為了方便行政管理，SAP 得在沒有相應採購單的情況下開立發票並收取款項。客戶不得拒付、減少或抵銷所欠費用，亦不得於訂閱期間內減少使用度量。所有訂購單均不可取消，所有費用概不退費，但根據第 6.3 條或第 7.4.2 條者除外。

5.2. Taxes

稅捐

All fees and other charges are subject to applicable Taxes, which will be charged in addition to fees under the Agreement.

所有費用及其他費用均需繳納適用稅捐，其係於依本合約應收取之費用外再額外收取。

6. TERM AND TERMINATION

期間和終止

6.1. Term

期間

The Subscription Term is as stated in the Order Form.

訂閱期間係依本訂購單所載。

6.2. Termination

終止

A party may terminate the Agreement:

一方當事人得於下列情況下終止本合約：

- a) for cause upon 30 days' prior written notice of the other party's material breach of any provision of the Agreement (including Customer's failure to pay any money due hereunder within 30 days of the payment due date) unless the breaching party has cured the breach during such 30 day period;

提前 30 日以書面通知他方當事人嚴重違反合約之任何條款之情事 (包括客戶未能在付款到期日後 30 日內支付任何應付款項)，但若違約方在此等 30 日期間內補正違約行為則除外；

- b) as permitted under Sections 3.4.3, 7.3.b), 7.4.3, 8.1.4, or 13.4 (with termination effective thirty days after receipt of notice in each of these cases); or

依第 3.4.3 條、第 7.3.b) 條、第 7.4.3 條、第 8.1.4 條或第 13.4 條所允許 (在以上各種情況下，自接收通知後三十日終止生效)；或

- c) 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 13.6.

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 13.6 條之規定，則可立即終止。

6.3. Refund and Payments

退款與付款

For termination by Customer or termination under Sections 8.1.4 or 13.4 Customer will be entitled to:

客戶提出終止或因第 8.1.4 條或第 13.4 條之規定而終止時，客戶將有權：

- a) a pro-rata refund in the amount of the unused portion of prepaid fees for the terminated subscription calculated as of the effective date of termination (unless such refund is prohibited by Export Laws); and
自終止生效日起算，針對終止訂閱項目按比例退還預付費用之未使用部分的金額 (除非出口法律禁止此等退款)；且
- b) a release from the obligation to pay fees due for periods after the effective date of termination.
免支付終止生效日以後剩餘期間之費用。

6.4. 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;
客戶使用雲端服務和所有 SAP 機密資訊之權限將中止；
- b) Confidential Information of the disclosing party will be retained, returned, or destroyed as required by the Agreement or applicable law; and
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；且
- 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當事人間所訂定之其他合約。

6.5. Survival

條款存續

Sections 1, 5, 6.3, 6.4, 6.5, 8, 9, 10, 11, 12 and 13 will survive the expiration or termination of the Agreement.

本合約到期或終止後，第 1 條、第 5 條、第 6.3 條、第 6.4 條、第 6.5 條、第 8 條、第 9 條、第 10 條、第 11 條與第 13 條仍繼續有效。

7. WARRANTIES

保證

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，則為涉及雲端服務之 SAP 業務營運；
- b) in the case of Customer, the 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. 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 substantial conformance with the Documentation; and
應實質性符合文件之規定；且
- b) with the degree of skill and care reasonably expected from a skilled and experienced global supplier of services substantially similar to the nature and complexity of the Cloud Service.
提供給客戶之專業技能與保護措施之程度，須達到具備專業技能、豐富經驗且其本身所提供之服務本質與複雜性皆類似於雲端服務之全球供應商之合理期待。

7.3. Remedy

補救措施

Customer's sole and exclusive remedies and SAP's entire liability for breach of the warranty under Section 7.2 will be:

倘若 SAP 違反第 7.2 條之保證規定，客戶唯一、排他性的補救及 SAP 的全部責任如下：

- a) correction of the deficient Cloud Service; and
補正該瑕疵雲端服務；且
- b) if SAP fails to correct the deficient Cloud Service, Customer may terminate its subscription for the affected Cloud Service. Any termination must occur within 3 months of SAP's failure to correct the deficient Cloud Service.
若 SAP 未能補正該瑕疵雲端服務，客戶得終止訂閱受影響之雲端服務，惟終止必須於 SAP 未能補正該瑕疵雲端服務起三個月內提出申請。

7.4. System Availability

系統可用性

7.4.1. 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合約或補充條款（以下簡稱「SLA」）所定義，維持雲端服務生產系統的每月平均系統可用性。

7.4.2. Customer's sole and exclusive remedy for SAP's breach of the SLA is the issuance of a credit in the amount described in the SLA. Customer will follow SAP's posted credit claim procedure. When the validity of the service credit is confirmed by SAP in writing (email permitted), Customer may apply the credit to a future invoice for the Cloud Service or request a refund for the amount of the credit if no future invoice is due.

因 SAP 違反 SLA 而給予客戶唯一且專屬之補救，係提供 SLA 所載之扣抵額度。客戶應遵循 SAP 發佈之扣抵索賠程序。SAP 以書面（可使用電子郵件）確認服務扣抵為有效時，客戶得對雲端服務將來開立之發票申請扣抵，若日後並無發票到期，亦可請求退還扣抵金額。

7.4.3. In the event SAP fails to meet the SLA (i) for 4 consecutive months, or (ii) for 5 or more months during any 12 month period, or (iii) at a system availability level of at least 95% for 1 calendar month, Customer may terminate its subscriptions for the affected Cloud Service by providing SAP with written notice within 30 days after the failure.

如 SAP (i) 連續四個月未能符合 SLA 之條款規範；或 (ii) 在一年內未能符合 SLA 條款規範達五個月以上；或 (iii) 未能在一曆月內維持 95% 以上的系統可用性，則客戶得於上開情形發生之日起三十日內以書面通知 SAP，終止訂閱該受影響之雲端服務。

7.5. Warranty Exclusions

保證之除外條款

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

第 7.2 條和第 7.4 條所定之保證不適用於下列情形：

- 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) any non-conformity is caused by Customer, or by any product or service not provided by SAP; or
可歸責於客戶或非 SAP 發行產品與服務之違約情事，或
- c) the Cloud Service was provided for no fee.
雲端服務係免費取得。

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

- 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，而針對客戶提出的索賠。SAP 應就上述主張向客戶賠償客戶最終裁定之所有損害賠償金（或 SAP 達成的任何和解金額）。

- 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;
使用雲端服務搭配非由 SAP 提供之任何產品或服務；
- b) use of the Cloud Service provided for no fee;
免費提供使用雲端服務；
- 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 且 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.

任何雲端服務之使用並非合約所允許。

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 合理認為其可能提出此等索賠，SAP 得依其選擇並自行承擔費用：

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。

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

如上述選項皆無法合理適用，SAP 或客戶得於收到他方書面通知時，終止客戶對該受影響雲端服務之訂閱。

8.1.5. 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裁定之損害賠償金 (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 (the "**Named Party**") will timely notify the other party (the "**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 8.3b).

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**」)。指定方應在辯護中合理合作，並得聘請抗辯方合理接受的律師出庭 (自費) 並受第 8.3b 條之規範。

b) The Defending Party will have the right to fully control the defense.

抗辯方將有權完全控制辯護方式。

c) Any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by the Named Party.

索賠之任何和解將不包括指定方的財務或特定履約義務，亦不包括指定方對其承擔責任之承認。

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，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，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、排他且完整之責任是為對他方當事人之唯一補救。

9. LIMITATION OF LIABILITY

責任限制

9.1. No Cap on Liability

無限制之責任

Neither party's liability is capped for damages resulting from:

任一方當事人因以下原因所造成之損害賠償責任無上限：

- a) the parties' obligations under Section 8.1.1 and 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);
第 8.1.1 條和第 8.2 條所規範之雙方當事人的義務（倘若第三方索賠與非 SAP 開發之雲端服務無關，則 SAP 於第 8.1.1 條下之義務亦應被排除）；
- b) death or bodily injury arising from either party's gross negligence or willful misconduct; and / 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；和/或
- c) Customer's unauthorized use of any Cloud Service and / or any failure by Customer to pay any fees due under the Agreement.
客戶未經授權使用雲端服務和/或客戶未依本合約支付任何應付費用。

9.2. Liability Cap

責任上限

Except as set forth in Section 9.1, 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 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.

除第 9.1 條規定之情形外，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，不會超出該等 12 個月內就與損害相關之雲端服務所支付的年度訂閱費用。「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。

9.3. Exclusion of Damages

損害賠償之排除

In no case will:

於任何情況下

- 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 將不會承擔因免費提供的雲端服務所生之任何損害賠償。

10. INTELLECTUAL PROPERTY RIGHTS

智慧財產權

10.1. SAP Ownership

SAP 所有權

10.1.1. 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 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

紀錄文件；以及

d) any Professional Services, design contributions, related knowledge or processes, whether or not developed for Customer.

任何專業服務、設計貢獻、相關知識或流程，無論是否針對客戶而開發。

10.1.2. 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.

客戶應簽署此等紀錄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

10.2.1. With respect to the Cloud Service, Customer will not:

關於雲端服務，客戶不得：

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) circumvent or endanger the operation or security of the Cloud Service; or

規避或危害雲端服務的運營或安全；或者

d) remove SAP's copyright and authorship notices.

移除 SAP 的著作權和著作人聲明。

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 its Representatives 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;

不會向除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；和

- 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，而未參照揭露方之機密資訊；
- 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;
與機密資訊相關的法律訴訟禁止其歸還或銷毀，且尚處於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.
接收方依法有權或被要求保留的機密資訊。

12. FEEDBACK

回饋意見

- 12.1. Customer may at its sole discretion and option provide SAP 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 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該等回饋意見，且不受限制、無須補償或標註該等回饋意見之來源。

13. MISCELLANEOUS

雜項

13.1. 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。

13.2. 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。

13.3. Counterparts

合約份數

The Agreement may be signed in counterparts, each of which is an original and together constitute one Agreement. Electronic signatures via DocuSign or any other form as determined by SAP are deemed original signatures.

本協議可以採用多份簽署，每份均為正本，並共同構成一份合約。透過 DocuSign 或 SAP 確定的任何其他形式的電子簽名均視同原始簽名。

13.4. Trade Compliance

遵循貿易法規

13.4.1. SAP and Customer shall comply with Export Laws in the performance of this Agreement. SAP Confidential Information is subject to Export Laws. Customer, its Affiliates, and Authorized Users shall not directly or indirectly export, re-export, release, or transfer Confidential Information in violation of Export Laws. Customer is solely responsible for compliance with Export Laws related to Customer Data, including obtaining any required export authorizations for Customer Data. Customer shall not use the Cloud Service from Crimea/Sevastopol, Cuba, Iran, the Democratic People's Republic of Korea (North Korea) or Syria.

SAP 和客戶在履行本合約時應遵守出口法律。SAP 機密資訊應受出口法律所規範。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出口、轉出口、發行或傳輸機密資訊。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。客戶不得使用來自克里米亞/塞瓦斯托波爾、古巴、伊朗、朝鮮民主人民共和國(北韓)或敘利亞的雲端服務。

13.4.2. Upon SAP's request, Customer shall provide information and documents to support obtaining an export authorization. Upon written notice to Customer SAP may immediately terminate Customer's subscription to the affected Cloud Service if:

客戶應在 SAP 提出要求時，提供資訊和文件以支援取得出口授權。若符合下列情況，SAP 得於發出書面通知給客戶後，立即終止客戶對受影響雲端服務的訂閱：

- a) the competent authority does not grant such export authorization within 18 months; or
主管當局未在十八個月內授予此等出口授權，或
- b) Export Laws prohibit SAP from providing the Cloud Service or Professional Services to Customer.
出口法律禁止 SAP 向客戶提供雲端服務或專業服務。

13.5. Notices

通知

All notices will be in writing and given when delivered to the address set forth in an Order 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.

所有通知於送達訂購單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，透過紀錄文件、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。

13.6. Assignment

轉讓

Without SAP's prior written consent, Customer may not assign, delegate or otherwise 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、委外或以其他方式轉移本合約 (或其中所載之權利或義務) 予任第三方。SAP 得轉讓本合約予 SAP SE 或其任一關係企業。

13.7. 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 得將雲端服務或專業服務之部分專案分包給第三方。SAP 應擔負其分包商違約之責。

13.8. 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。

13.9. 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.

因履約之一方當事人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。

13.10. Governing Law

準據法及管轄

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) 將受台灣(中華民國)法律所規範並據此解釋。「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, 以及「電腦資訊交易統一法」(Uniform Computer Information Transactions Act) (若已頒布) 將不適用於本合約。

13.11. Jurisdiction and Mandatory Venue

管轄及審判地

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.

雙方當事人同意臺灣臺北地方法院應具專屬之管轄權且雙方放棄就本條款所規定的管轄和審判地提出異議之權利。因本合約所引起之爭端 (包括合約之成立、生效或者終止) 應受到臺灣臺北地方法院強制、唯一且排他之管轄。

13.12. 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, tender and bidding documents) are merged in and superseded by the Agreement and the parties disclaim any reliance on them. The Agreement may be modified solely in writing chopped or chopped and signed by both parties, except as permitted under the Agreement. Terms and conditions of any Customer-issued purchase order or any document(s) signed by personnel (except by legal representative(s) or chairman of either party), shall have no force and effect, even if SAP accepts or does not otherwise reject the purchase order or the other document(s).

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、招標和競標文件) 已合併於本合約並由本合約取代, 雙方當事人於此聲明任何該等陳述、討論和文書不再具有約束力。除合約許可之情況外, 本合約僅得以書面形式之蓋章或蓋章並由雙方當事人簽署始得進行修改。任何客戶簽發的採購單或任一方非法人代表或董事長之工作人員簽署的任何文件之條款與條件均無效力, 即使 SAP 或客戶接受或未以其他方式拒絕採購單或其他文件亦同。

13.13. Governing language

準據語言

This Agreement may be executed in the English language or the Chinese 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或中文單語簽署, 或同時以中文及英文簽署。如同時簽署中文版及英文版時, 中英文版中就相同條款之解釋有所歧義或兩者互相抵觸, 應以英文版為準。