

**GENERAL TERMS AND CONDITIONS FOR SAP DIGITAL INTERCONNECT SERVICES ("GTC")**  
**SAP DIGITAL INTERCONNECT 服務之一般條款與條件 (以下稱「GTC」)**

**1. DEFINITIONS**

**名詞定義**

Capitalized terms are defined in the Glossary.

大寫詞彙於詞彙表中定義。

**2. SUPPLY OF DIGITAL INTERCONNECT SERVICE AND RESTRICTIONS**

**DIGITAL INTERCONNECT 服務供應與限制**

**2.1 Supply of Digital Interconnect Service.**

**Digital Interconnect 服務的供應。**

Subject to the terms of the Agreement, SAP will make the Digital Interconnect Service available to Customer.

根據合約條款，SAP 將提供 Digital Interconnect 服務給客戶。

**2.2 Grant of Rights.**

**授與權利。**

SAP grants to Customer a non-exclusive and non-transferable right to use the Digital Interconnect Service and Documentation as permitted under the Agreement solely for the Customer's internal business operations.

SAP 授與客戶一非專屬且不可轉讓之權利，得根據合約使用 Digital Interconnect 服務與文件，僅能用於客戶內部業務營運用途。

**2.3 Acceptable Use Policy.**

**可接受的使用政策。**

With respect to the Digital Interconnect Service, Customer shall not:

對於 Digital Interconnect 服務，客戶不得有以下行為：

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

**2.4 Monitoring.**

**監督。**

SAP may, but is under no obligation to, monitor use of the Digital Interconnect Service (only to the extent allowed by applicable law) to:

在適用法律所允許之範圍內，SAP 無義務但得監督 Digital Interconnect 服務之使用，以達成下列目的：

- (a) comply with applicable law, regulation, or other governmental request or order including disclosing Customer Data in accordance with such law, regulation, request or order;  
遵守適用的法律、規範或其他政府要求或命令，包括根據上述法律、規範、要求或命令揭露客戶資料；
- (b) ensure Customer's compliance with the Agreement;  
確保客戶遵守合約；
- (c) protect the integrity of its systems and networks and those of its suppliers;  
保護其系統與網路之完整性，以及供應商系統與網路之完整性；
- (d) as necessary to provide the Digital Interconnect Service; or  
提供 Digital Interconnect 服務所必要之監督；或
- (e) as otherwise approved or requested by Customer.  
其他方經客戶核准或請求之監督。

**2.5 Compliance.** Customer shall promptly provide any information as SAP may request relating to Customer Data or Customer's use of the Digital Interconnect Service:

**合規性。** 若 SAP 請求提供有關客戶資料或客戶使用 Digital Interconnect 服務之資訊，則客戶應立即提供下列相關之任何資訊：

- (a) to determine Customer's compliance with the Agreement, and  
確認客戶是否遵守合約之資訊，以及
- (b) in response to any request made by any regulatory or governmental, legal or statutory body.  
回應任何法令或政府、立法或監管機關之任何要求之資訊。

**2.6 Operating Instructions.** Customer shall comply, and use the Digital Interconnect Service in accordance, with the operating guidelines and policies as SAP may provide to Customer from time to time or as otherwise set out in the Agreement.

**操作指示。** 針對 SAP 隨時可能提供客戶之操作指南與政策，或合約其他規範，客戶應加以遵守並據此使用 Digital Interconnect 服務。

**2.7 Suspension of Digital Interconnect Service.**

**Digital Interconnect 服務的中止。**

SAP may suspend use of the Digital Interconnect Service:

在下列情形，SAP 得中止 Digital Interconnect 服務之使用：

- (a) as necessary to comply with applicable law or regulation;  
遵守適用的法律或規範所必要；
- (b) to perform maintenance (whether planned or emergency) or repair to the SAP Network;  
為執行 SAP 網路維護（不論排訂的維護或緊急維護）或為維修 SAP 網路；
- (c) if the use poses a threat to the integrity or continued operation of the SAP Network or any part of it;  
若使用方式對於 SAP 網路或其任何部分之完整性或持續運作造成威脅；
- (d) if the use is in breach of the Agreement or otherwise exposes SAP to legal liability; or  
若使用方式違反合約，或以其他方式使 SAP 有法律責任之風險；或
- (e) if SAP is unable to provide the Digital Interconnect Service due to a termination or alteration of SAP's relationship with any third party or the termination or suspension of any license or authorization necessary to provide the Digital Interconnect Service.  
若因 SAP 與任何第三方之關係終止或變更，或因提供 Digital Interconnect 服務所必要之任何授權或權限遭到終止或中止，致使 SAP 無法提供 Digital Interconnect 服務之情形。

SAP will promptly notify (email permitted) Customer of the suspension. SAP will resume the Digital Interconnect Service once the cause of the suspension has been remedied, provided that if a suspension is due to Customer's actions or inactions, SAP will resume the Digital Interconnect Service once Customer has remedied the cause of the suspension and Customer will pay any applicable reconnection charge or, if no charge is specified, Customer shall reimburse SAP for all reasonable costs and expenses incurred by SAP in resuming the Digital Interconnect Service and further provided that SAP may terminate the Agreement if Customer does not remedy the cause of the suspension within thirty (30) days.

SAP 將立即通知客戶有關中止服務之訊息（可以電子郵件通知）。若上述中止事由已補救，SAP 會立即恢復 Digital Interconnect 服務之使用；若該中止本因客戶之作為或不作為所致，SAP 會於客戶補救該中止事由後，立即恢復 Digital Interconnect 服務之使用，客戶亦應支付任何相關的重新連線費用，或於未產生費用時，客戶應就 SAP 為恢復 Digital Interconnect 服務而產生之一切合理成本與費用，對 SAP 進行補償，且若客戶未於三十 (30) 日內補救該中止原因，SAP 得終止合約。

**2.8 Third Party Web Services.**

**第三方 Web 服務。**

The Digital Interconnect Service may include integrations with web services made available by third parties (other than SAP SE or its Affiliates) that are accessed through the Digital Interconnect

Service and subject to terms and conditions with those third parties. These third party web services are not part of the Digital Interconnect Service and the Agreement does not apply to them.

Digital Interconnect 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 Digital Interconnect 服務存取之 Web 服務，且須遵守該第三方之條款與條件。上述第三方 Web 服務並非 Digital Interconnect 服務之一部，亦不受本合約所規範。

## **2.9 Mobile Access to Digital Interconnect Service.**

**對 Digital Interconnect 服務之行動存取。**

Customer may access certain Digital Interconnect 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.

客戶者得自第三方網站，如 Android 或 Apple 之 App store，取得行動應用程式並透過其存取特定 Digital Interconnect 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。

## **3. SAP RESPONSIBILITIES**

**SAP 之責任**

### **3.1 Provisioning.**

**佈建。**

SAP provides access to the Digital Interconnect Service as described in the Agreement.

SAP 依本合約所述提供 Digital Interconnect 服務之存取權限。

### **3.2 Support.**

**支援。**

SAP provides support for the Digital Interconnect Service as referenced in the Order Form.

SAP 依訂購單所指提供 Digital Interconnect 服務之支援。

### **3.3 Security.**

**安全性。**

SAP uses reasonable security technologies in providing the Digital Interconnect Service.

SAP 提供 Digital Interconnect 服務時，均使用合理的安全性技術。

### **3.4 Modifications.**

**修改。**

(a) The Digital Interconnect Service and SAP Policies may be modified by SAP. SAP will inform Customer of modifications by email, the support portal, release notes, Documentation or the Digital Interconnect Service. The information will be delivered by email if the modification is not solely an enhancement. Modifications may include optional new features for the Digital Interconnect Service, which Customer may use subject to the then-current Supplement and Documentation.

SAP 得修改 Digital Interconnect 服務與 SAP 政策。SAP 將透過電子郵件、支援入口網站、發行附註、文件或 Digital Interconnect 服務，通知客戶修改資訊。當修改內容不僅止於提供增強服務時，SAP 應透過電子郵件傳達修改資訊。修改內容可能包含 Digital Interconnect 服務的選用新功能，客戶得使用之，但應受當時最新的補充條款與文件規範。

(b) If Customer establishes that a modification by SAP causes a materially adverse impact on Customer's use of the Digital Interconnect Service and is not reasonably acceptable to Customer for legitimate business reasons, Customer may terminate its access to the affected Digital Interconnect Service by providing written notice to SAP within thirty (30) days of such modification.

若客戶確認 SAP 進行之修改，對客戶使用 Digital Interconnect 服務造成重大不利影響，且客戶基於合法業務因素而無法合理接受之，則客戶得終止存取受影響之 Digital Interconnect 服務，方式為上述修改後三十 (30) 日內，書面通知 SAP。

### **3.5 Excluded Events.**

排除在外的事件。

Notwithstanding any provision to the contrary in the Agreement, SAP shall not be liable for any failure to perform or any delay in performing an obligation under the Agreement if such failure or delay arises as a result of or in connection with the occurrence of an Excluded Event.

縱使合約中有任何條款為相反規定，若發生排除在外的事件而導致無法履行或延遲履行，SAP 對無法履行合約義務或延遲履行合約義務均不負責任。

### **3.6 Analyses.**

分析。

SAP or its Affiliates may use anonymous information relating to use of the Digital Interconnect Service to prepare analyses. Analyses do not contain Customer's Confidential Information. Examples of analyses include: optimizing resources and support; research and development; verification of security and data integrity; and internal demand planning.

SAP 或其關係企業得透過使用 Digital Interconnect 服務之相關匿名資訊，以準備分析作業。分析並不包含客戶的機密資訊。分析的例子包含：將資源與支援最佳化；研究與開發；驗證安全性與資料完整性；以及內部需求規劃。

## **4. CUSTOMER RESPONSIBILITIES AND CUSTOMER DATA**

客戶責任與客戶資料

### **4.1 Customer Obligations.**

客戶義務。

Customer shall:

客戶應為下列事項：

- (a) comply with all laws and regulations applicable to it in connection with the Customer Data and Customer's use of the Digital Interconnect Service.  
遵守適用於客戶資料和客戶使用 Digital Interconnect 服務的所有法律及規範。
- (b) continue to obtain all necessary permits, consents, rights, authorizations, or certifications for its use of the Digital Interconnect Service, including, but not limited to, any material transmitted as part of that use; and  
繼續取得所有必要許可、同意、權利、權限或認證，以使用 Digital Interconnect 服務，包含但不限於任何在使用中傳送之資料；以及
- (c) immediately comply with such directions and/or orders as may be issued from time to time by a governmental or regulatory authority in relation to the Customer Data or its use of the Digital Interconnect Service and shall fully cooperate with SAP's request for assistance in conforming the Digital Interconnect Service to any new requirements or determinations.  
政府或監管機關針對客戶資料或其使用 Digital Interconnect 服務，於任何時候發出指示和/或命令時，客戶應立即遵守該指示和/或命令，且應完全配合 SAP 請求，協助 SAP 確認 Digital Interconnect 服務符合任何新要求或決定。

### **4.2 Customer Data.**

客戶資料。

Customer is solely responsible for all Customer Data. Customer acknowledges that neither SAP, its Affiliates, nor their respective suppliers exercise any control over Customer Data, and act as a mere or passive conduit in transmitting and handling Customer Data. Customer grants to SAP (including its Affiliates and subcontractors) a nonexclusive, worldwide right to use Customer Data to provide and support the Digital Interconnect Service as stated in the Agreement.

客戶應對所有客戶資料單獨負責。客戶於此承認，不論 SAP、SAP 關係企業或任何相關供應商，皆不得對客戶資料施加任何控制，亦不得作為傳輸與處理客戶資料的單獨或消極管道。客戶授與 SAP (包含其關係企業與分包商) 一非專屬、全球性之權利，得依合約所載方式，使用客戶資料提供與支援 Digital Interconnect 服務。

#### **4.3 Personal Data.**

個人資料。

Customer will collect and maintain all personal data contained in the Customer Data, and all required consents associated with such Customer Data, in compliance with applicable data privacy and protection laws.

客戶應遵守適用的資料隱私規範和資料保護法，來收集並維護客戶資料所包含的所有個人資料，以及與該客戶資料相關之所有必要同意。

#### **4.4 Co-operation**

合作

The Customer shall reasonably co-operate with SAP in SAP's supply of a Service, including any diagnostic or other maintenance or upgrade activities.

在 SAP 供應服務中，客戶應以合理方式與 SAP 合作，合作內容包含任何疑難診斷或其他維護或升級活動。

#### **4.5 Security.**

安全性。

Customer will maintain reasonable security standards to protect the SAP Network from unauthorized access, including, but not limited to, protecting Customer's passwords from being disclosed to or accessed by third parties. Customer shall immediately inform SAP if the Customer becomes aware of any possible or actual unauthorized use, misuse or access of the Digital Interconnect Service.

客戶將依據合理的安全標準，防止他人未經授權存取 SAP 網路，包含但不限於防止客戶密碼洩漏於第三方或由第三方存取。若客戶得知任何可能或確實發生之未授權使用、誤用或對 Digital Interconnect 服務之存取，客戶應立即通知 SAP。

#### **4.6 Disaster Recovery.**

災後復原。

Customer is solely responsible for all disaster recovery, business continuity and back up arrangements in respect of its own equipment and all of its Customer Data.

對於與客戶設備與所有客戶資料有關之所有災後復原、業務持續與備份安排，客戶皆須單獨負責。

### **5. FEES AND TAXES**

費用與稅捐

#### **5.1 Fees and Payment.**

費用與付款。

Customer will pay fees as stated in the Order Form. For nonpayment, SAP may, after prior written notice, suspend Customer's use of the Digital Interconnect Service until payment is made. Customer cannot withhold, reduce or set-off fees owed during the Term.

客戶應依訂購單所載付費。若有未付費情形，SAP 得於事前書面通知後，中止客戶對 Digital Interconnect 服務之使用，至客戶付費為止。客戶不得扣留、減免或抵消合約期間所欠之費用。

#### **5.2 Taxes.**

稅捐。

Fees and other charges imposed under an Order Form will not include taxes, all of which will be for Customer's account. Customer is responsible for all taxes, other than SAP's income and payroll taxes. Customer must provide to SAP any direct pay permits or valid tax-exempt certificates prior to signing an Order Form. If SAP is required to pay taxes (other than its income and payroll taxes), Customer will reimburse SAP for those amounts and indemnify SAP for any taxes and related costs paid or payable by SAP attributable to those taxes.

依訂購單收取之費用及其他手續費均不含稅，該稅項均由客戶支付。客戶負責支付 SAP 收入及薪資稅以外之所有稅額。簽署訂購單之前，客戶必須向 SAP 提供所有直接付款許可或有效免稅憑證。若 SAP 需要支付稅捐（不含其收入稅及薪資稅），則客戶應對 SAP 償還該筆金額，並補償 SAP 因上開稅項所支付或應付之稅捐與相關費用。

### **5.3 Set-off.**

扣抵。

SAP may, without notice to the Customer, set-off any sums owed by the Customer under this Agreement and/or any other agreement with SAP against any sums owed by SAP to Customer regardless of the place of payment or currency of such obligations.

根據本合約和/或其他與 SAP 簽訂之合約，SAP 得以任何客戶積欠之費用總額扣抵 SAP 對客戶積欠之費用總額，且無須通知客戶，亦不論支付義務要求之付款地點或貨幣為何。

## **6. TERM AND TERMINATION**

期間和終止

### **6.1 Term.**

期間。

The Term is as stated in the Order Form.

期間係依訂購單所載。

### **6.2 Termination by Either Party.**

單方終止。

A party may terminate the Agreement:

一方得終止本合約之情形：

- (a) upon thirty (30) days written notice of the other party's material breach unless the breach is remedied during that thirty-day period;  
以書面方式通知另一方嚴重違約後三十 (30) 日，但該違約情事在該期間內獲得補正者除外；
- (b) as permitted under Sections 3.4(b), 7.3(b), or 8.1(c) (with termination effective thirty (30) days after receipt of notice in each of these cases); or  
依第 3.4(b) 條、第 7.3(b) 條或第 8.1(c) 條所允許 (於上述各情形，接收通知後三十 (30) 日，終止發生效力)；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 Termination by SAP.**

**SAP 終止之情形。**

In addition to the termination rights set out in Section 6.2, SAP may also terminate the Agreement or any Digital Interconnect Service at any time:

除第 6.2 條所載之終止權外，SAP 亦得於下列情形，隨時終止合約或任何 Digital Interconnect 服務：

- (a) upon any termination of a network operator, third-party subcontractor, supplier, or interconnected carrier relationship with SAP or the discontinuance of support for equipment or a component of service necessary for SAP to provide the Digital Interconnect Service;  
凡網路操作員、第三方分包商、供應商或相互連線之電信業者與 SAP 終止關係之情形，或停止支援 SAP 提供 Digital Interconnect 服務所必要之設備或元件；
- (b) upon any legal, regulatory or governmental prohibition or limitation affecting the Digital Interconnect Service; or  
於任何法律上、監管機關或政府之禁止或限制影響 Digital Interconnect 服務之情形；或
- (c) upon the termination or expiry of any license necessary to provide the Digital Interconnect Service.  
任何提供 Digital Interconnect 服務所必要之授權，終止或到期之情形。

### **6.4 Effect of Expiration or Termination.**

到期或終止之效力。

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

自本合約到期或終止生效日起：

- (a) Customer's right to use the Digital Interconnect Service and all SAP Confidential Information will end;  
客戶使用 Digital Interconnect 服務和所有 SAP 機密資訊之權限將中止；
- (b) SAP will cease providing the applicable Digital Interconnect Service;  
SAP 將停止提供適用的 Digital Interconnect 服務；
- (c) Confidential Information of the disclosing party will be returned or destroyed as required by the disclosing party;  
揭露方之機密資訊將依揭露方之要求歸還或銷毀；
- (d) Customer shall promptly pay to SAP all outstanding amounts due under the Agreement;  
and  
凡本合約內到期而未結之款項，客戶應立即支付 SAP；
- (e) 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之其他合約。

## **6.5 Survival.**

存續效力。

Sections 1, 2.4, 2.5, 5, 6.4, 6.5, 8, 9, 10, 11, and 12 will survive the expiration or termination of the Agreement.

本合約到期或終止後，第 1 條、第 2.4 條、第 2.5 條、第 5 條、第 6.4 條、第 6.5 條、第 8 條、第 9 條、第 10 條、第 11 條與第 12 條仍繼續有效。

## **7. WARRANTIES**

保證

### **7.1 Compliance with Law.**

法規遵循。

SAP warrants its current and continuing compliance with all laws and regulations applicable to it in connection with the operation of SAP's business as it relates to the Digital Interconnect Service.

SAP 保證其當前和持續遵守與 SAP 提供 Digital Interconnect 服務之業務有關之所有適用法律與規範。

### **7.2 Good Industry Practices.**

業界實務典範。

SAP warrants that it will provide the Digital Interconnect Service:

SAP 保證其提供 Digital Interconnect 服務時：

- (a) in substantial conformance with the Documentation; and  
應確實遵守文件之規定；且
- (b) with the degree of skill and care reasonably expected from a skilled and experienced global supplier of services substantially similar to the nature and complexity of the Digital Interconnect Service.  
以服務之本質與複雜性皆類似於 Digital Interconnect 服務、具備專業技能、經驗豐富之全球服務供應商為基準，根據對此類供應商之合理期待，提供相當的專業技能，並遵循相當的注意義務。

### **7.3 Remedy.**

救濟方式。

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

根據第 7.2 條之規定，客戶唯一、專屬的補償及 SAP 違反保證的全部責任如下：

- (a) the re-performance of the deficient Digital Interconnect Service, and  
重新履行該有瑕疵的 Digital Interconnect 服務；且
- (b) if SAP fails to re-perform, Customer may terminate the affected Digital Interconnect Service. Any termination must occur within three (3) months of SAP's failure to re-perform.  
若 SAP 無法重新履行，客戶得終止受影響之 Digital Interconnect 服務。惟終止必須於 SAP 未能重新履行之日起三 (3) 個月內提出申請。

#### **7.4 Warranty Exclusions.**

保證之除外條款。

The warranties in Section 7.2 will not apply if:

第 7.2 條所定之保證不適用於下列情形：

- (a) the Digital Interconnect Service is not used in accordance with the Agreement or Documentation;  
未根據本合約或文件使用 Digital Interconnect 服務；
- (b) any non-conformity is caused by Customer, or by any product or service not provided by SAP; or  
違約情事可歸責於客戶或非 SAP 的產品與服務；或
- (c) the Digital Interconnect Service was provided for no fee.  
免費使用 Digital Interconnect 服務。

#### **7.5 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 entering into the Agreement. Customer acknowledges that (i) the Digital Interconnect Service has not been specifically designed to meet its and/or any of its customer's or end-user's individual requirements; and (ii) the Digital Interconnect Service will not be error-free, uninterrupted, free from unauthorized access (including third party hackers or denial of service attacks). Except as expressly stated in this Agreement, the Digital Interconnect Service is provided on an 'as is' and 'as available' basis.

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，其簽訂合約並非基於未來交付之功能，亦非基於 SAP 公開發表之意見與廣告或產品藍圖。客戶於此承認：(i) Digital Interconnect 服務並非專為符合其需求和/或其客戶或一般使用者之個別要求所設計；且 (ii) Digital Interconnect 服務並非無錯誤、不中斷、不會遭未授權存取（包含第三方駭客或阻斷服務之攻擊）。除非本合約明文規定，否則 Digital Interconnect 服務僅依「現況」與「現有狀態」提供。

### **8. THIRD PARTY CLAIMS**

第三方主張

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

對客戶提出之主張。

- (a) SAP will defend Customer against claims brought against Customer by any third party alleging that Customer's use of the Digital Interconnect 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.  
若任何第三方主張客戶使用 Digital Interconnect 服務時，侵犯或濫用其專利權、著作權或營業秘密權，而對客戶提出主張，SAP 應為客戶抗辯。SAP 應就上述主張向客戶賠償客戶最終承擔之所有損害賠償金（或 SAP 達成的任何和解金額）。
- (b) SAP's obligations under Section 8.1 will not apply if the claim results from (i) Customer's breach of the Agreement; (ii) use of the Digital Interconnect Service in conjunction with any product or service not provided by SAP, or (iii) use of the Digital Interconnect Service provided for no fee.



因 (i) 客戶違反合約之規定；或 (ii) 與任何非 SAP 提供之產品或服務結合使用 Digital Interconnect；或 (iii) 免費使用 Digital Interconnect 服務，所致生之損害，SAP 概不承擔第 8.1 條下的任何義務。

- (c) In the event a claim described in Section 8.1(a) is made or likely to be made, SAP may (i) procure for Customer the right to continue using the Digital Interconnect Service under the terms of the Agreement, or (ii) replace or modify the Digital Interconnect Service to be non-infringing without material decrease in functionality. If these options are not reasonably available, SAP or Customer may terminate Customer's access to the affected Digital Interconnect Service upon written notice to the other.

若第三方提出第 8.1(a) 條之主張，或可能提出主張，則 SAP 得：(i) 為客戶取得繼續依合約條款使用 Digital Interconnect 服務之權利；或 (ii) 於不顯著減少服務功能之前提下，取代或修改 Digital Interconnect 服務，使其成為非侵權。如上述選項皆無法合理適用，SAP 或客戶得以對他方發出書面通知方式，終止客戶對該受影響 Digital Interconnect 服務之存取。

## 8.2 Third Party Claim Procedure.

第三方主張程序。

- (a) Customer will timely notify SAP in writing of any claim.  
如有任何主張情況，客戶將及時以書面通知 SAP。
- (b) SAP will have the right to fully control the defense (and SAP shall be free to delegate such claim to its third party insurer or indemnifier).  
SAP 將有權全權控制對該主張之抗辯方式 (且 SAP 得自由授權其第三方保險人或賠償人進行抗辯)。
- (c) Customer shall fully cooperate in the defense of such claim and shall not undertake any action that is prejudicial to SAP's rights.  
客戶應全力配合進行上述主張之抗辯，且不應採取任何有損 SAP 權利之行為。
- (d) The Customer shall not undertake any action in response to any infringement or misappropriation, or alleged infringement or misappropriation that is prejudicial to SAP's rights.  
對於任何侵權或濫用情事，或第三方所聲稱的侵權或濫用情事，客戶不應在回應時採取有損 SAP 權利的任何行動。

## 8.3 Exclusive Remedy.

唯一補償。

The provisions of Section 8 state the sole, exclusive, and entire liability of SAP, its Affiliates, and subcontractors to Customer, and is Customer's sole remedy, with respect to third party claims and to the infringement or misappropriation of third party intellectual property rights.

第 8 條之條款載明 SAP、其關係企業及分包商對於客戶的唯一、專屬和全部責任，並就合約之第三方主張以及侵犯或濫用第三方智慧財產權，為對客戶之唯一補償。

## 9. LIMITATION OF LIABILITY

責任限制

### 9.1 Unlimited Liability.

無限責任。

Neither party will exclude or limit its liability for damages resulting from:

因下列原因所致之損害賠償責任，任一方均不得排除或限制之：

- (a) SAP's obligations under Section 8.1(a);  
SAP 依第 8.1(a) 條應負的責任；
- (b) Customer's obligations under any Indemnity;  
客戶在賠償責任下之義務；
- (c) unauthorized use or disclosure of Confidential Information;  
未經授權使用或揭露機密資訊；
- (d) death or bodily injury arising from either party's gross negligence or willful misconduct;  
因任一方重大過失或故意不當行為導致人身傷亡；

- (e) any failure by Customer to pay any fees due under the Agreement; or  
客戶未依本合約支付任何應付費用；或
- (f) any liability that cannot be excluded or limited by applicable law.  
根據任何適用法律，無法排除或限制之任何責任。

## 9.2 Liability Cap. 責任上限。

Subject to Sections 9.1 and 9.3, under no circumstances and regardless of the nature of the claim shall the maximum aggregate liability of either party (or its respective Affiliates or SAP's subcontractors) to the other party or its Affiliates or any other person or entity (howsoever arising) under or in connection with this Agreement for all events (or series of connected events) arising in any twelve (12) month period exceed the total fees paid for the applicable Digital Interconnect Service directly causing the damage for that twelve (12) month period. Any "twelve (12) month period" commences on the Term start date or any of its yearly anniversaries.

根據第 9.1 條與第 9.3 條，在本合約任何十二 (12) 個月期間內之所有事件 (或一系列相關事件) 中，合約任一方或任一方之關係企業或 SAP 分包商，對於合約他方或其關係企業或任何其他個人或實體，根據本合約發生或與本合約有關所發生之責任，不論發生情形為何，且不問何種主張，在任何情況下，其責任額之最大總和皆不超過該十二 (12) 個月期間內，對直接造成損害之適用 Digital Interconnect 服務所支付之費用。任何「十二 (12) 個月」期間，皆由該期間之起始日或其任一年之周年日起算。

## 9.3 Exclusion of Damages. 損害除外條款。

Subject to Section 9.1:

依據第 9.1 條：

- (a) neither party (nor its respective Affiliates or SAP's subcontractors) will be liable to the other party or its Affiliates or any other person or entity for (A)(i) any loss or inaccuracy of data, (ii) loss of profits, (iii) loss of business, (iv) loss resulting from business disruption, (v) loss of contracts, (vi) loss of revenue, (vii) loss of anticipated savings, (viii) loss of goodwill, (ix) loss of reputation, (regardless of whether these types of loss or damage listed in this sub-clause (A) are direct, indirect, special or consequential); or (B) any special, incidental, consequential, or indirect damages or for exemplary or punitive damages;

針對下列事項，任一方 (或其個別關係企業或 SAP 分包商) 皆不對他方或其關係企業或其他個人或實體負有責任：(A)(i) 任何資料遺失或不準確、(ii) 利潤損失、(iii) 業務損失、(iv) 業務中斷所導致之損失、(v) 喪失合約機會、(vi) 收入損失、(vii) 預計存款之損失、(viii) 商譽損失、(ix) 信譽損失 (縱上述列於此子款 (A) 之損失或損害類型，為直接、間接、特殊或附隨發生，亦同)；或 (B) 任何特殊、偶發、附隨發生或間接損害或懲戒性或懲罰性賠償；

- (b) SAP will not be liable for any damages caused by any Digital Interconnect Service provided for no fee.

因任何免費 Digital Interconnect 服務所致之任何損害，SAP 皆不負責。

## 9.4 Risk Allocation. 風險分配。

The Agreement allocates the risks between SAP and Customer. The fees for the Digital Interconnect Service reflect this allocation of risk and limitations of liability.

合約分配 SAP 與客戶間之風險。Digital Interconnect 服務費用將反映此一風險分配及責任限制。

## 10. INTELLECTUAL PROPERTY RIGHTS 智慧財產權

### 10.1 SAP Ownership.

SAP 所有權。

SAP, its Affiliates or licensors own all intellectual property rights in and related to the Digital Interconnect Service, Documentation, design contributions, related knowledge or processes, and any derivative works of them. All rights not expressly granted to Customer are reserved to SAP,

its Affiliates and its licensors.

SAP、其關係企業或授權人擁有 Digital Interconnect 服務、文件、設計貢獻、相關知識或流程、其一切衍生作品中或與上述項目相關之所有相關智慧財產權。 SAP、其關係企業及其授權人保留未明確授與客戶之全部權利。

## **10.2 Customer Ownership.**

客戶所有權。

Customer retains all rights in and related to the Customer Data as between Customer and SAP.

客戶與 SAP 間有關客戶資料之所有權利，皆由客戶保留。

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

禁止主張權利。

Customer covenants, on behalf of itself and its successors and assigns, not to assert against SAP, its Affiliates or licensors, any rights, or any claims of any rights, in any Digital Interconnect Service or Documentation.

客戶代表自身及其繼承人和受讓人承諾，不會對 SAP、其關係企業或授權人主張任何有關 Digital Interconnect 服務或文件之權利或請求權。

# **11. CONFIDENTIALITY**

保密條款

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

使用機密資訊。

- (a) The receiving party will protect all Confidential Information of the disclosing party as strictly confidential to the same extent it protects its own Confidential Information, and not less than a reasonable standard of care. Receiving party will not disclose any Confidential Information of the disclosing party to any person other than its personnel or 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. Customer will not disclose the Agreement or the pricing to any third party.

接收方將以保護自身機密資訊之同等程度，嚴密保護揭露方之所有機密資訊，且不得低於合理的注意標準。除揭露方之所屬人員或代表人，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，接收方不得向其他人透露任何揭露方之機密資訊。客戶不得向任何第三方揭露本合約內容或定價。

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

本合約締結前已揭露之當事人機密資訊，亦受第 11 條之保護。

- (c) In the event of legal proceedings relating to the Confidential Information, the receiving party will cooperate with the disclosing party and comply with applicable law (all at disclosing party's expense) with respect to handling of the Confidential Information.

若發生與機密資訊相關之法律程序，關於機密資訊之處理，接收方應與揭露方合作，並應遵循相關適用法律（均由揭露方自行負擔費用）。

## **11.2 Exceptions.**

例外。

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

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) is generally available to the public without breach of the Agreement by the receiving party;

普遍對公眾開放，且非因接收方違反本合約而公開者；

- (c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions; or  
揭露資訊時，接收方已知此資訊不受保密限制；或
- (d) the disclosing party agrees in writing is free of confidentiality restrictions.  
揭露方以書面方式同意免除保密限制者。

### 11.3 Publicity.

公開。

Neither party will use the name of the other party in publicity activities without the prior written consent of the other, except that Customer agrees that SAP may use Customer's name in customer listings or quarterly calls with its investors or, at times mutually agreeable to the parties, as part of SAP's marketing efforts (including reference calls and stories, press testimonials, site visits, SAPPHIRE participation). Customer agrees that SAP may share information on Customer with its Affiliates for marketing and other business purposes and that it has secured appropriate authorizations to share Customer employee contact information with SAP.

任一方皆不得在未經其他人事先書面同意之情況下，在公開活動中使用另一方的名稱，除非客戶同意 SAP 得在各方同意之情況下，在客戶清單中或每季電訪其投資者時使用客戶名稱作為 SAP 行銷內容的一部分（包括電話調查和敘述、新聞測試稿、現場採訪、SAPPHIRE 參與）。客戶同意，SAP 得為行銷或其他商業目的，與其關係企業共享客戶之資訊，且客戶已獲得適當授權，得與 SAP 分享客戶員工聯絡資訊。

## 12. DATA PROTECTION

資料保護

### 12.1 Data Controller.

資料控管者

In supplying those elements of the Digital Interconnect Service which qualify as electronic communications services, SAP, as a data controller, may need (i) to process Personal Data and other data covered by Data Protection Law (including, but not limited to, Customer contract data, traffic data and billing data), and (ii) to process such data outside the European Economic Area and/or disclose it to third parties. In handling such data, SAP will act in compliance with its privacy policy (an *SAP Policy*) located at <http://www.sap.com/agreements> or any other URL of which SAP notifies Customer from time to time (email permitted).

為供應符合電信服務定義之 Digital Interconnect 服務項目，SAP 作為資料控管者，可能須進行以下行為：(i) 處理個人資料法律保護之個人資料與其他資料（包含但不限於客戶契約資料、流量資料與帳單資料），以及 (ii) 處理位於歐洲經濟區以外之資料，及/或揭露給第三方。在處理上述資料時，SAP 將遵守其隱私權政策（下稱「SAP 政策」），位於 <http://www.sap.com/agreements>，或任何其他 SAP 可能隨時通知客戶之 URL（可用電子郵件通知）。

### 12.2 Data Processor.

資料處理者。

SAP may provide Customer with certain Digital Interconnect Services as to which SAP acts as Customer's data processor. Such Digital Interconnect Service shall be identified in the applicable Order Form with a reference to this Section 12.2 and such processing shall be governed by the Data Processing Agreement for SAP Cloud Services (*DPA*) located at <http://www.sap.com/agreements> as amended as follows:

SAP 得成為客戶之資料處理者，提供客戶特定 Digital Interconnect 服務。上述 Digital Interconnect 服務應載明於適用訂購單中，並引用本條即第 12.2 條，且上述處理應遵守 SAP 雲端服務的資料處理合約（下稱「DPA」），位於 <http://www.sap.com/agreements>，並按以下內容修改：

- (a) "Cloud Services" shall be deemed to be references to the relevant Digital Interconnect Service identified in the applicable Order Form where SAP acts as Customer's data processor;  
「雲端服務」應視為適用訂購單中所載明之相關 Digital Interconnect 服務，其中 SAP 擔任客戶之資料處理者；

- (b) "Authorized Users" shall be deemed to be a reference to Customer; and  
「授權使用者」應視為客戶；且
- (c) "Subscription Term" shall be deemed to be a reference to Term as defined in these GTC.  
「訂閱期間」應視為這些 GTC 定義之期間。

### **13. MISCELLANEOUS**

#### **雜項**

#### **13.1 Severability.**

可分離性。

If any provision of the Agreement is held to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.

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

#### **13.2 No Waiver.**

不棄權。

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

免除對本合約任何違約部分之責任，不視為免除其他違約部分。

#### **13.3 Electronic Signature.**

電子簽章。

Electronic signatures that comply with applicable law are deemed original signatures.

遵循相關法律之電子簽章均視為原始簽章。

#### **13.4 Regulatory Matters.**

法規事宜。

SAP Confidential Information is subject to export control laws of various countries, including the laws of the United States and Germany. Customer will not submit SAP Confidential Information to any government agency for licensing consideration or other regulatory approval, and will not export SAP Confidential Information to countries, persons or entities if prohibited by export laws. SAP 機密資訊受各國出口管制法律所拘束，包括美國與德國法律。客戶不得基於授權考量或其他法規核准而向任何政府機關提供 SAP 機密資訊，也不得將 SAP 機密資訊出口至出口法律禁止之國家、個人或實體。

#### **13.5 Notices.**

通知。

All notices will be in writing and given when delivered to the address set forth in an Order Form with copy to the legal department. Notices by SAP relating to the operation or support of the Digital Interconnect Service, and as otherwise permitted in the GTC or an Order Form (including, but not limited to, those under Sections 2.7 and 5.1 of this GTC) may be in the form of electronic mail to Customer's authorized representative or administrator, with such notice deemed to have been given upon dispatch from SAP's email server.

所有通知應採書面形式，並於送達訂購單所載地址時交付，同時副本抄送法務部門。SAP 針對 Digital Interconnect 服務之操作或支援所為之相關通知，以及以 GTC 或訂購單允許之其他方式（包含但不限於本 GTC 第 2.7 條與第 5.1 條所載之方式），可使用電子郵件通知客戶授權代表人或管理員，且一旦電子郵件從 SAP 電子郵件伺服器發出，便視同已提供此等通知。

#### **13.6 Assignment.**

轉讓。

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

未經 SAP 事先書面同意，客戶不得轉讓或轉移本合約（或其中所載之權利或義務）予第三方。SAP 得將合約轉予其關係企業。

#### **13.7 Subcontracting.**

分包。

SAP may subcontract parts of the Digital Interconnect Service to third parties. SAP is responsible for breaches of the Agreement caused by its subcontractors. Nothing shall prevent SAP from

delegating the performance of any or all of its obligations under this Agreement to any Affiliate. SAP 得將部分 Digital Interconnect 服務分包給第三方。SAP 應負擔其分包商違約之責。SAP 得將其因本合約所負之任何或全部義務，委託給其任何關係企業，不受任何限制。

### **13.8 Relationship of the Parties.**

當事人間關係。

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

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

**13.9 Rights of third parties.** Except as specifically provided for in this Agreement, this Agreement does not give rise to any third party being a third party beneficiary of this Agreement or being entitled to any rights whatsoever, including, but not limited to, the right to enforce any term of this Agreement. Under this Agreement, any liability, loss or damage incurred or suffered by an Affiliate of SAP in relation to the supply of the Digital Interconnect Service to, or use by, Customer pursuant to this Agreement shall be deemed to constitute a liability, loss or damage incurred or suffered by SAP.

**第三方權利。** 除非本合約另有明定，任何第三方皆不成為本合約第三方受益人，或取得任何權利，包含但不限於得執行本合約任何條款之權利。SAP 關係企業因本合約而承擔或導致之任何責任、損失或損害，且與對客戶供應 Digital Interconnect 服務有關，或因客戶根據本合約而使用該服務有關者，應視為 SAP 導致或承擔之責任、損失或損害。

### **13.10 Force Majeure.**

不可抗力。

Any delay in performance (other than for the payment of amounts due) caused by conditions beyond the reasonable control of the performing party is not a breach of the Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance.

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

### **13.11 Governing Law.**

準據法。

The Agreement and any claims relating to its subject matter will be governed by and construed under the laws of the Republic of China, without reference to its conflicts of law principles. All disputes will be subject to the exclusive jurisdiction of the courts located in Taipei City, Taiwan. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement. Either party must initiate a cause of action for any claim(s) relating to the Agreement and its subject matter within one (1) year from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

本合約以及與其事項有關之任何主張，皆應受中華民國法律之規範並據此解釋，且且不適用法律衝突原則。所有糾紛均受位於台灣台北市之法院的專屬管轄權管轄。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) 和「電腦資訊交易統一法」(Uniform Computer Information Transactions Act)。當事人應自知悉或經合理調查後可得而知導致權利主張之事實起一 (1) 日曆年內，提出關於本合約及其系爭事項之權利主張。

### **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) are merged in and superseded by the Agreement and the parties disclaim any reliance on them. The Agreement may be modified solely in writing signed by both parties, except as permitted under Section 3.4. An Agreement will prevail over terms and conditions of any Customer-issued purchase order, which will have no force and effect, even if

SAP accepts or does not otherwise reject the purchase order.

本合約構成 SAP 與客戶之間對於與本合約系爭事項相關之商業關係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。本合約效力優先於任何客戶所開立訂購單之條款與條件, 此時縱 SAP 接受或未拒絕客戶開立之訂購單, 該訂購單仍為無效。

### **13.13 Governing language.**

**準據語言。**

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

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

## Glossary

### 詞彙表

- 1.1 "Affiliate"** of a party means any legal entity in which a party or SAP SE, directly or indirectly, holds more than fifty percent (50%) of the entity's shares or voting rights. Any legal entity will be considered an Affiliate as long as that interest is maintained.  
「關係企業」係指當事人或 SAP SE 直接或間接持有百分之五十 (50%) 以上股份或表決權之任何法律實體。任何法律實體在維持上述利益期間內，均視為關係企業。
- 1.2 "Agreement"** means an Order Form and documents incorporated into an Order Form.  
「合約」係指訂購單及其隨附之文件。
- 1.3 "Confidential Information"** means  
「機密資訊」係指
- (a) with respect to Customer: (i) Customer marketing and business requirements, (ii) Customer implementation plans, and/or (iii) Customer financial information, and  
與客戶有關之下列事項：(i) 客戶行銷與業務需求；(ii) 客戶實作計畫和/或 (iii) 客戶財務資訊，以及
  - (b) with respect to SAP: (i) the Digital Interconnect Service, Documentation, and analyses under Section 3.6, and (ii) information regarding SAP research and development, product offerings, pricing and availability.  
與 SAP 有關之下列事項：(i) 第 3.6 條之 Digital Interconnect 服務、文件與分析；及 (ii) SAP 研究與開發、產品、定價與可用性之相關資訊。
  - (c) Confidential Information of either SAP or Customer also includes information which the disclosing party protects against unrestricted disclosure to others that (i) the disclosing party or its representatives designates as confidential at the time of disclosure, or (ii) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure.  
SAP 或客戶之機密資訊，亦包括揭露方禁止相關人等不加限制而對他人揭露之下列資訊：(i) 揭露方或其代表人，在揭露時指定為機密者；或 (ii) 鑒於資訊的性質及揭露時的情況，應合理視為機密者。
  - (d) Confidential Information does not include Customer Data which will be subject to SAP's obligations in Section 3.3 of the GTC.  
SAP 依 GTC 第 3.3 條所負之義務而得控管之客戶資料，不屬於機密資訊。
- 1.4 "Customer Data"** means any content, messages, data and/or information that Customer delivers or uploads to the SAP Network or to a Digital Interconnect Service or provides via a Digital Interconnect Service. Customer Data and its derivatives will not include SAP's Confidential Information nor any traffic data or meta data that arises or SAP generates in the supply of the Digital Interconnect Service.  
「客戶資料」係指客戶交付或上傳至 SAP 網路或 Digital Interconnect 服務之任何內容、訊息、資料和/或資訊，或透過 Digital Interconnect 服務提供者。客戶資料與其衍生作品不應包含 SAP 機密資訊，亦不應包含在供應 Digital Interconnect 服務時，所產生或由 SAP 產生之任何流量資料或中繼資料。
- 1.5 "Data Protection Law"** means the applicable legislation protecting the fundamental rights and freedoms of persons and their right to privacy with regard to the processing of Personal Data under the Agreement, which may include, but is not limited to, the EU Directive 2002/58/EC (E-Privacy Directive) and Regulation (EU) 2016/679 (EU General Data Protection Regulation).  
「資料保護法律」係指旨在保護個人基本權利與自由之適用法規，以及關於根據本合約處理個人資料時，資料擁有者之隱私權利，包含但不限於歐盟指令 2002/58/EC (EU Directive 2002/58/EC，下稱「電子隱私指令」) 與歐盟規範 2016/679 (Regulation (EU) 2016/679，下稱歐盟通用資料保護規則)。
- 1.6 "Digital Interconnect Service"** means any distinct service or services that SAP provides pursuant to an Order Form.  
「Digital Interconnect 服務」係指 SAP 根據訂購單所提供之任何特定服務。
- 1.7 "Documentation"** means SAP's then-current technical and functional documentation as well as any roles and responsibilities descriptions, if applicable, for the Digital Interconnect Service which is made available to Customer with the Digital Interconnect Service.



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

- 1.8 “Excluded Event(s)”** means any of the following: (i) a fault in, or any other problem associated with, systems not operated or managed by SAP; (iii) any breach of the Agreement by the Customer or a third-party within the Customer’s direct control or any third party supplier to the Customer; (iv) any act by the Customer which interferes with or impedes the supply of the Digital Interconnect Service; (v) any suspension of the Digital Interconnect Service in accordance with the terms of the Agreement; or (vi) any other circumstances caused by events for which SAP is not liable in accordance with the terms of the Agreement.

「排除在外的事件」係指下列情形：(i) 非 SAP 操作或管理之系統中之錯誤或任何其他與該系統相關的問題；(iii) 客戶、客戶直接控制之第三方，或客戶之任何第三方供應商，違反合約時；(iv) 客戶干預或妨礙 Digital Interconnect 服務之供應的任何行為；(v) 根據本合約條款而中止 Digital Interconnect 服務的任何情形；或 (vi) 根據本合約條款，SAP 不須負責之事件所導致之任何其他情形。

- 1.9 “Indemnity”** means any section within an Order Form, Supplement or GTC identified as an indemnity either by its wording or its heading.

「賠償」係指訂購單、補充條款或 GTC 之任何條文，可依其遣詞用字或標題而認為賠償者。

- 1.10 “Order Form”** means the ordering document for a Digital Interconnect Service that references the GTC.

「訂購單」係指 Digital Interconnect 服務之訂購文件，其內容引用 GTC。

- 1.11 “Personal Data”** means any information relating to an identified or identifiable natural person, as defined by Data Protection Law, and which is protected under Data Protection Law.

「個人資料」係指依資料保護法律之定義，已辨認或可辨認身分之自然人之任何有關資訊，且受資料保護法律所保護。

- 1.12 “SAP SE”** means SAP SE, the parent company of SAP.

「SAP SE」係指為 SAP 母公司之 SAP SE。

- 1.13 “SAP Policies”** means the operational guidelines and policies applied by SAP to provide and support the Digital Interconnect Service as incorporated in an Order Form.

「SAP 政策」係指 SAP 為提供與支援訂購單所附 Digital Interconnect 服務所適用之操作指南與政策。

- 1.14 “SAP Network”** means the digital networks (wireless or otherwise), server(s), hardware, software and/or any other equipment that SAP uses, in its sole discretion, in connection with the supply of the Digital Interconnect Service and whether owned by SAP or any outsourced service provider and including any extranet access provided by SAP in connection with the supply of the Digital Interconnect Service.

「SAP 網路」係指 SAP 使用之網路 (無線或其他類型)、伺服器、硬體、軟體和/或其他設備，且 SAP 得全權決定如何使用者，上述網路與供應 Digital Interconnect 服務有關，是否為 SAP 所有或任何外包服務供應商所有在所不論，並包含任何 SAP 提供且與提供 Digital Interconnect 服務有關之外部網路。

- 1.15 “Term”** means the term identified in the applicable Order Form, including all renewals.

「期間」係指適用訂購單所載明之期間，包含所有續約期間。

- 1.16 “Supplement”** means the Digital Interconnect Supplemental Terms and Conditions that apply to the Digital Interconnect Service and that are incorporated in an Order Form.

「補充條款」係指 Digital Interconnect 服務所適用之 Digital Interconnect 服務補充條款與條件，並已涵蓋於訂購單中。