

SAP Training and Adoption General Terms and Conditions

SAP Training and Adoption 一般條款與條件

By submitting an order for SAP Training and Adoption you confirm your agreement to the following terms and conditions:

一旦您向 SAP Training and Adoption 提交訂單，表示您確認同意以下條款與條件：

1. DEFINITIONS AND INTERPRETATION

定義與釋義

- 1.1** "Agreement" means these terms and conditions and the Order.
「合約」係指這些條款與條件以及訂單。
- 1.2** "Customer" means the individual or company submitting an Order to SAP.
「客戶」係指向 SAP 提交訂單的個人或公司。
- 1.3** "Course" means classroom training delivered live either physically in person or virtually via the internet.
「課程」係指在教室中進行的培訓，透過當面實體方式或網路虛擬方式交付。
- 1.4** "Online Training" means prerecorded training delivered virtually e.g. SAP e-learning.
「線上培訓」係指預錄的培訓課程，以虛擬方式交付 (例如 SAP e-Learning)。
- 1.5** "Order" means either the SAP Training and Adoption order form; or the shopping cart via the SAP Training and Adoption web shop; or an email; which the Customer submits to SAP to procure the Training Event.
「訂單」係指客戶提交給 SAP 以採購培訓活動的 SAP Training and Adoption 訂購單；或 SAP Training and Adoption 培訓網站商店的購物車；或電子郵件。
- 1.6** "SAP" means SAP Taiwan Co., Ltd 10F, No. 123, Songren Rd., Taipei, Taiwan R.O.C. ("SAP")
「SAP」係指 思愛普軟體系統股份有限公司 台灣臺北市松仁路 123 號 10 樓(以下稱「SAP」)
- 1.7** "Training Event" means either a Course or Online Training, or both.
「培訓活動」係指課程或線上培訓，或兩者。
- 1.8** Headings are for convenience only and shall not affect the interpretation of this Agreement.
標題僅為方便閱讀而設，不應影響本合約之釋義。
- 1.9** All obligations of either party which comprise more than one person or entity shall be joint and several.
雙方當事人的一切義務若包含一位以上自然人或實體，均為連帶義務。
- 1.10** The use of the neuter singular gender throughout this Agreement shall include all genders and the plural.
本合約所使用之中性單數稱謂，包含所有性別和複數情況。

2. BASIS OF ORDER

訂單之基礎

- 2.1** An Order constitutes an offer by Customer to participate in the Training Events specified in the Order subject to these terms and conditions. Such offer shall not be deemed to be accepted by SAP unless SAP expressly confirms its acceptance (rather than an acknowledgment of receipt of Order) in writing to the Customer. A confirmation of the acceptance will be provided to the contact identified in the Order, or to the registrant for online or telephone registration.
 客戶在 條款與條件限制下，參與訂單所規定之培訓活動 訂單 要約。除非 SAP 以書面對客戶明示同意接受該要約 (而非確認收到訂單)，否則該要約不得視為已由 SAP 接受。SAP 會向訂單中指定之聯絡人，或電話登記中的登記者，確認收到訂單。
- 2.2** The terms and conditions of this Agreement shall apply to the exclusion of any other terms and conditions on which the Order is made or purported to be made by the Customer.
適用本合約之條款與條件時，排除適用訂立訂單時所適用，或客戶聲稱適用的任何其他條款與條件。

- 2.3** No variation to the Order or these terms and conditions shall be binding unless agreed in writing between the authorized representatives of SAP and the Customer. For the avoidance of doubt, it is confirmed that no variation to the Order or these terms and conditions agreed via telephone shall be binding unless confirmed by SAP in writing by SAP and not disputed by Customer within seven (7) days of the date of such confirmation.

除非 SAP 授權代表和客戶以書面合意，否則對訂單或這些條款與條件之任何變更均不生效力。為免除疑義，雙方當事人若以電話方式同意訂單之變更，則該變更須經 SAP 以書面方式進行確認，且客戶在 SAP 確認後七 (7) 天內無任何異議，方生效力。

3. REGISTRATION AND DATES

登記和日期

- 3.1** Customer shall ensure that the Order is delivered to SAP at least one (1) week before the start date of any Training Event.

客戶應在任何培訓活動開始日期前至少一 (1) 週，向 SAP 遞交訂單。

- 3.2** SAP shall be entitled to refuse the provision of any Training Event where:

在以下情況中，SAP 有權拒絕提供任何培訓活動：

- (a)** such Training Event is fully booked; or
該培訓活動之名額已滿；或
- (b)** such Training Event is canceled.
該培訓活動已取消。

- 3.3** In the above cases, SAP shall advise Customer as soon as practicable, offering Customer a suitable alternative date or Training Event, as appropriate. Where no suitable alternative date and/or Training Event can be found SAP shall return to Customer any payment it has made for the Training Event.

在上述情況中，SAP 應依可行情況，盡快通知客戶，並提供適合的替代日期或培訓活動。若無適合的替代日期和/或培訓事件，SAP 應將客戶已交付的任何培訓活動費用退還給客戶。

4. DOWNLOAD AND ACCESS TO ONLINE TRAINING

下載和存取線上培訓

- 4.1** Access to Online Training is only available online via an internet connection. Online Training participants must have an appropriate user identification to gain access, and all names must be provided to SAP as needed.

客戶僅得透過網路連線存取線上培訓。線上培訓參與者必須擁有適當的使用者識別才能取得存取權，並應視需要將所有名稱提供給 SAP。

- 4.2** Once access is established, an access notification will be provided to the contact identified in the Order or to the registrant via e-mail. Delivery shall be considered to be complete when SAP provides the Customer confirmation of access by e-mail.

一旦建立存取權，系統就會透過電子郵件，向訂單中的聯絡人或登記者發送存取通知。SAP 以電子郵件向客戶提供存取確認時，視為交付完成。

- 4.3** Access to Online Training will be provided approximately 10 calendar days following the receipt of full payment for the Online Training. Access duration will start from the date the original access is established and last for the agreed duration detailed in the: product description; Order; Documentation (as applicable).

SAP 收到線上培訓之全部費用後約 10 曆日，即會提供線上培訓存取權。存取期間自建立原始存取權開始，在以下文件中所載之當事人合意期間內延續：產品說明、訂單、說明文件 (依適用情況而定)。

- 4.4** The Customer shall check the Online Training for completeness and notify SAP immediately in the event the Online Training is incomplete.

客戶應檢查線上培訓的完整性，若發現線上培訓不完整，應立即通知 SAP。

4.5 In case the Customer experiences difficulty in accessing the Online Training, all support services are provided as stated in the access notification documentation.

若客戶存取線上培訓有困難，SAP 提供存取通知說明文件中所載之全部支援服務。

4.6 Customer acknowledges that Customer requires internet access. Certain Online Training, but not all, may provide a restricted download capability. As soon as the Customer opens the file through the Customer's computer, the copy protection key is validated through the internet, and the Customer can access the Online Training. Customer acknowledges that once the key is validated, the file cannot be copied to another computer.

客戶茲確認，其必須可連接網路。部分（而非全部的）線上培訓可能提供有限的下載功能。一旦客戶自其電腦開啟檔案，線上培訓系統會透過網路驗證複製保護金鑰，之後客戶可存取線上培訓。客戶茲確認，一旦進行金鑰驗證後，檔案即無法複製到另一台電腦上。

5. PRICE AND PAYMENT

價格和支付

5.1 The price of the Training Event shall be as stated in the then current SAP training catalogue and the Order and unless otherwise so stated is exclusive of any customs duties, cost of warehousing, any other import charges, state or local taxes, provincial taxes, Value Added Tax, or any other taxes as appropriate and due for these types of services or products, which shall be payable in addition at the rate then prevailing.

培訓活動之價格記載在當時最新版的 SAP 培訓目錄和訂單中，除非另有規定，否則不包括關稅、倉儲費用、其他任何進口費用、國家或當地稅捐、州/省稅捐、增值稅，或這類服務或產品之合理應繳納之任何其他稅捐。此類稅捐或費用均應依當時之費率，由客戶額外繳納。

5.2 SAP reserves the right in addition to pass on any charges:

此外，SAP 保留將下列費用轉移給客戶的權利：

(a) relating to returned checks, credit or charge card charge backs; and
退票、信用卡或簽帳卡退款之相關費用；以及

(b) for any handling fees incurred by SAP in relation to bookings made by credit or charge card.

使用信用卡或簽帳卡訂購時，SAP 產生的處理費用。

SAP will notify Customer of the relevant charges prior to issue of a confirmation invoice.

SAP 發出確認發票前，會將相關費用通知客戶。

5.3 All standard published Training Event fees are on a per student basis. For Courses, these fees include the price for instruction, training documentation and (for in person classroom training) mid-day meal.

已公告之一切標準培訓活動費用，均以學生為計算基礎。以課程而言，這些費用包括指導費、培訓文件費用和（現場教室培訓的）午餐費。

5.4 Parking fees, if any, are not included in the Course price.

課程費用不含停車費。

5.5 Provided that the full Course material has been covered there will be no refund of the price of the Course, either in whole or in part, should the Course finish earlier than originally scheduled.

費用若涵蓋完整課程內容，於課程提早結束時，不提供課程費用之全部或部分退費。

5.6 SAP offers several payment options. The payment method must be established at the time of Order for Online Training or at the time of registration or scheduling for Courses.

SAP 提供數個支付選項。客戶必須在訂購線上培訓課程，或登記或安排課程時，確定支付方法。

5.7 If Customer is using a purchase order as the payment method, SAP requires the purchase order number at the time of Order for Online Training or at the time of registration or scheduling for Courses. For Courses, hard copies of the purchase order should be mailed to SAP to arrive no later than 10 calendar days before the start date of Course or your registration will be subject to

- 7.4** All SAP facilities are non-smoking environments. Designated smoking areas are provided. If non-smoking restrictions are violated, the offending participant may be excluded from attending the Course. No refund of fees shall be paid to Customer in such circumstance.

所有 SAP 設施均為禁菸環境。SAP 會提供指定吸菸區。若違反禁菸限制，SAP 可能禁止違規參與者參加課程。在這種情況下，SAP 不會對客戶退款。

8. CANCELLATION

取消

- 8.1** SAP reserves the right to cancel any Training Event at any time for any reason and SAP shall inform Customer of such cancellation and offer Customer an alternative Training Event option or a full refund of the price paid for the Training Event or, for Courses, an alternative Course date, at SAP's sole discretion.

SAP 保留於任何時候、以任何理由取消任何培訓活動的權利。SAP 會將取消決定通知客戶，並對客戶提供替代的培訓活動選項，或針對客戶已支付的培訓活動費用全額退費；對於課程，SAP 將對客戶通知課程替代日期。以上各種處理方式，均由 SAP 全權決定。

- 8.2** Customer may not cancel Orders for Online Training. Once the Order for Online Training is received, there are no refunds or cancellation. All sales are final.

客戶不得取消線上培訓的訂單。一旦 SAP 收到線上培訓的訂單，即不提供退款或取消。所有銷售均是最終決定。

- 8.3** Customer may cancel its registration for any Course provided that:

客戶得針對任何課程取消登記，條件為：

- (a)** no charge shall be made where notice of cancellation is received by SAP at least fifteen (15) calendar days prior to the start date of the Course;
若 SAP 在課程開始日期前至少十五 (15) 日收到取消通知，則不收費用；
- (b)** fifty percent (50%) of the price shall be charged where notice of the cancellation is received by SAP between seven (7) and fourteen (14) calendar days prior to the start date of the Course;
若 SAP 在課程開始日期前七 (7) 至十四 (14) 日收到取消通知，則收取百分之五十 (50%) 之課程費用；
- (c)** the full price of the Course shall be charged where notice of cancellation is received within six (6) calendar days or less prior to the start date of the Course.
若 SAP 在課程開始日期前六 (6) 日內收到取消通知，則收取課程之全額費用。

- 8.4** SAP will confirm all cancellations or rescheduling requests by e-mail. If the Customer does not receive a confirmation of cancellation or rescheduling within five (5) calendar days of the request, the Customer should call [+886 2 8780-0188](tel:+886287800188) to reconfirm. Financial responsibility remains with the Customer for all fees unless a proper cancellation or rescheduling request is received and confirmed by SAP prior to the start of the Course.

SAP 將透過電子郵件確認所有取消或重新安排要求。若客戶在發出取消或重新安排要求後五 (5) 日內沒有收到確認電子郵件，則應致電 [+886 2 8780-0188](tel:+886287800188) 以再次確認。除非 SAP 在課程開始收到正確的取消或重新安排要求，並發出確認信，否則客戶仍須針對一切費用負擔財務責任。

- 8.5** All cancellation and rescheduling fees will be charged to the same payment method used to procure the Course. In the event that any payment details have changed, it is the Customer's responsibility to provide SAP with updated details. Please note that cancellation charges applied to the SAP Preferred Card will be based on the price as agreed by SAP for the Course.

所有取消和重新安排費用的支付方法，與購買課程的支付方法相同。支付明細若有變更，客戶有責任向 SAP 提供更新的明細。請注意，SAP Preferred Card 所適用的取消費用，是根據 SAP 所同意的課程費用計算。

- 8.6** Feedback on SAP courses is very important to SAP. In the unlikely event a participant is extremely dissatisfied with a course, please provide SAP with written notice (in a form other

than the post-course survey) of any details regarding such dissatisfaction, within thirty (30) calendar days of completion of the applicable course. Please address correspondence to education.taiwan@sap.com After receiving such notice, SAP may, in its sole discretion, determine if any remedy (such as a credit) is appropriate. SAP will not consider a possible remedy if such notice is not received within the thirty (30) calendar days set forth above.

SAP 重視對 SAP 課程的意見反映。儘管發生的可能性不高，但若有參與者對課程極為不滿，請在相關課程結束後三十 (30) 個曆日內，將不滿的緣由以書面方式提供給 SAP (不得寫在課後調查中)。請將電子郵件寄到 education.taiwan@sap.com。SAP 收到通知後，得全權決定是否應提供適當補償 (例如點數)。若 SAP 未在以上所述的三十 (30) 曆日內收到此一通知，則不會考慮提供補償。

9. WARRANTIES AND LIABILITY

保證和責任

9.1 Whilst every effort is made by SAP to ensure that the Training Event instructors are appropriately qualified and trained, SAP does not accept liability for any loss, cost or expense or for any special or indirect or consequential damages arising from negligence, misconduct or lack of skill in delivering the Training Event.

雖然 SAP 已盡力確保培訓活動之講師擁有適當資歷並受過充分培訓，然而針對進行培訓活動時因過失、不當行為或技能不足所生的損失、成本、費用、或任何特殊、間接、附隨損害，SAP 概不負責。

9.2 SAP shall not be liable for damages of any kind including without limitation direct, special, indirect, or consequential damages, including loss of profit or other financial loss, that may result from Training Events (including, without limitation, resulting from the performance or cancellation of Training Events). In no event shall sap's liability to customer or any other party exceed, in the aggregate, the fees paid for the use of the Training Event from which the damages arise. Where SAP's liability is excluded or limited, this also applies to the personal liability of SAP's employees, representatives, and people performing duties on SAP's behalf.

對於可能因培訓活動而導致 (包括但不限於履行或取消培訓活動所生) 的任何類型損害，包括但不限於直接、特殊、間接、附隨損害，包括損失利潤或其他財務損失，SAP 概不負責。在任何情況下，SAP 對客戶或任何其他方所負的責任額度總額，均不超過該等人為導致損害之培訓活動所付的費用。在排除或限制 SAP 責任的情況下，此一排除或限制也適用於 SAP 員工、代表、為 SAP 履行義務之人的個人責任。

9.3 SAP's total liability under this Agreement in both contract or tort shall not exceed the price paid for the Training Event in the applicable Order.

SAP 根據本合約而負的契約或侵權責任，不超過相關訂單中，當事人為培訓活動所付的費用。

9.4 Notwithstanding the above, there shall be no limit of liability in respect of death or personal injury arising out of the negligence of either party.

縱有以上規定，但對於因雙方當事人之過失而生的死亡或人身傷害，不適用責任限制。

9.5 SAP does not warrant the accuracy or completeness of Training Events, nor any links or the information, text, graphics, links, or other items contained within Training Events. SAP and its licensors disclaim all warranties express or implied, including without limitation, any implied warranties of merchantability or fitness for a particular purpose except to the extent that any warranties implied by law cannot be validly waived.

SAP 不保證培訓活動及其中所含之連結、資訊、文字、圖像、連結或其他項目的準確性或完整性。SAP 及其授權人免除一切明示、默示之擔保責任，包括但不限於任何適售性之默示擔保或特定目的之適用性，但依法不得排除之擔保，不在此限。

9.6 SAP assumes no responsibility for errors or omissions in the Training Events. It is the Customer's duty to verify such information.

SAP 對培訓活動之錯誤或疏漏概不負責。確認此類資訊之責任在於客戶。

9.7 With respect to material defects in the Online Training, and as Customer's sole remedy for any material defect in the Online Training, SAP in its sole judgment, may decide to eliminate such material defects or make a replacement delivery or, by indicating a reasonably acceptable way

利。若非事前以書面經過 SAP 同意，不得在任何情況下，以任何方式、透過任何形式，製作或複製課程或課程文件之全部或部分，或將其翻譯為其他語言。

11.2 Delivered SAP Software and Online Training remain the property of SAP and all title to the SAP Software and Online Training, including all content, remain with SAP. Customer only receives a license to use the Online Training pursuant to the terms hereof.

交付給客戶的 SAP 軟體及線上培訓仍屬 SAP 之財產，SAP 軟體及線上培訓及其一切內容的權利均屬 SAP 所有。客戶所獲得之授權，僅限於根據本文條款使用線上培訓。

11.3 Every person using Online Training or SAP Software must be licensed under these terms and conditions for accessing, downloading, or using the Online Training or SAP Software. Employees and others who have access to the Online Training or SAP Software must be informed of SAP's intellectual property and rights of authorship and their duty to conform to laws governing intellectual property rights. Customer shall carefully safeguard the Online Training and any Course documentation that has been made available to the Customer or Training Event participants, to prevent their misuse. Customer is permitted to use the Online Training, Course documentation and SAP Software only for its own internal training purposes and only for those who have licensed the relevant Training Event. The SAP Software, Course documentation and Online Training are confidential and proprietary information of SAP and customer agrees not to disclose this information to any third party or use such information except as expressly permitted herein.

使用線上培訓之任何人，均須透過這些條款與條件獲得授權，方能存取、下載、或使用線上培訓或 SAP 軟體。任何員工或其他人存取線上培訓或 SAP 軟體時，必須獲得告知，理解 SAP 的智慧財產及 SAP 之作者身分的相關權利，以及遵守智慧財產權法規的義務。對於提供給客戶或培訓活動參與者使用的線上培訓和任何課程文件，客戶必須小心保護，以避免濫用。客戶僅得基於內部培訓目的，並僅以獲得相關培訓活動授權之人為對象，使用線上培訓、課程文件及 SAP 軟體。SAP 軟體、課程文件及線上培訓係 SAP 的機密與專有資訊，客戶同意不向任何地三方揭露這些資訊，亦同意僅在本文明文允許的情況下使用這些資訊。

11.4 Customer acknowledges that it is illegal and a violation of this license agreement to copy or distribute Course documentation, Online Training, SAP Software download/online products, links, S-Users, or passwords among non-licensed persons.

客戶承認，將課程文件、線上培訓及 SAP 軟體下載/線上產品、連結、S-User 或密碼複製、散佈給未經授權的人，是非法行為，亦違反本授權合約。

11.5 Customer acknowledges that SAP shall be entitled to seek injunctive relief for any breach of this agreement by Customer from which irreparable harm would ensue.

客戶承認，在客戶違反合約且會造成無法彌補之損害的情況下，SAP 有權尋求法院禁制令救濟。

11.6 In the event Customer breaches any provision of this agreement and fails to cure such breach within a reasonable time (in any case no more than ten (10) days) after receipt of written notice from SAP, SAP shall have the right to immediately terminate this agreement and Customer's license to use the products licensed hereunder. Upon any such termination, Customer shall immediately cease use of such products, delete and destroy any tangible or electronic embodiments of such information in its possession, and certify in writing to SAP that the foregoing has been completed.

若客戶違反本合約任何條款，且無法在合理時間內（在任何情況下均為至多十（10）天之期間）糾正違約狀態，則 SAP 有權在將書面通知送達客戶後，立即終止本合約及客戶使用本合約所授權產品之權限。一旦發生這類終止，客戶應立即停止使用上述產品，並刪除、銷毀其所持有之上述資訊的實體或電子載體，並以書面方式向 SAP 保證前述行動均已完成。

12. AMENDMENT / UPDATE AND SUPPORT OF CONTENT

內容之修正 / 更新和支援

- 12.1** SAP reserves the right to amend the content of any Training Event without notice to Customer to correct errors or where, at the sole discretion of SAP, such amendment is deemed not to fundamentally change the content of such Training Event. The Online Training may be updated with new products or new solution releases. The Customer's license is provided for the Online Training in effect at the time of order placement. The Customer is not entitled to any future product releases but can elect to repurchase the new product for an additional fee.

SAP 保留修正任何培訓活動內容之權利，且若是為了修正內容錯誤，或根據 SAP 之獨立判斷，修正內容不會根本改變培訓活動之內容，則不須通知客戶。SAP 可能根據新產品或新解決方案之發行，更新線上培訓。客戶所獲得的授權範圍，係提出訂單時有效的線上培訓。客戶無權使用未來發行的產品，但可選擇重新購買新產品，並支付額外費用。

- 12.2** Support is available per the access confirmation in the event an Online Training participant is having difficulty with accessing the content only, but not for questions about the SAP Software or other consulting/training type advice. Coaching, training, or ask-the-expert type support on SAP solutions or solution releases is available separately from SAP and may be offered for an additional fee.

SAP 僅對獲得存取確認之線上培訓參與者存取內容有困難之情況提供支援，對 SAP 軟體相關問題或其他諮詢/培訓建議不提供支援服務。SAP 另外提供針對 SAP 解決方案或解決方案發行內容的指導、培訓或詢問專家類型支援，客戶得支付額外費用後獲得這類支援。

- 12.3** The Online Training does not include access to development or sandbox systems.
線上培訓不包括存取開發系統或沙箱系統。

13. LEARNING HUB AND SAP LEARNING SYSTEM ACCESS LEARNING HUB 和 SAP LEARNING SYSTEM ACCESS

- 13.1** Orders of Learning Hub and SAP Learning System Access services are governed by the General Terms and Conditions for SAP Cloud Services and the SAP Learning Hub and SAP Learning System Access Supplement, copies of which can be found at <http://www.sap.com/agreements> (SAP Cloud Services Customers > Find General Terms and Conditions; or SAP Cloud Services Customers > Find Product Supplement).

Learning Hub 和 SAP Learning System Access 服務的訂單受到「SAP 雲端服務一般條款與條件」及「SAP Learning Hub 和 SAP Learning System Access 補充條款」的規範，這些條款
 : <http://www.sap.com/agreements> (依序點選「SAP Cloud Services Customers」>「Find General Terms and Conditions」; 或依序點選「SAP Cloud Services Customers」>「Find Product Supplement」)。

14. CERTIFICATION 認證

- 14.1** Orders for Certification Services are also governed by the Conditions for Participation in SAP's Global Certification Program, a copy of which can be found at <http://www.sap.com/agreements> (SAP Services > General Terms and Conditions > SAP Training and Adoption – Certification).

認證服務的訂單受到 SAP 全球認證計劃之參與條件規範，該條款的副本
 : <http://www.sap.com/agreements> (依序點選「SAP Services」>「General Terms and Conditions」>「SAP Training and Adoption - Certification」)

15. NOTICES 通知

- 15.1** Any notice required or permitted to be given by either party to the other under these terms and conditions shall be in writing and delivered by hand or sent by first class post and addressed to

the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice and shall be deemed received on actual receipt or three (3) days after posting or within twenty-four (24) hours of transmission if sent by facsimile.

在本條款與條件下，當事人一方必須或得以對另一方發送之通知，均須以書面方式當面交付，或以第一類郵件寄出，收件地址為另一方之登記辦事處或主要辦公地點，或可能於相關時間根據本文通知發送方的這類地址；該通知在實際送達另一方時，或郵寄後三 (3) 天，或發出傳真後二十四 (24) 小時，視為另一方已收到。

16. SEVERABILITY

可分性

16.1 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected thereby.

若有權機關判定本條款與條件之任何條文全部或部分無效或無法執行，則本條款與條件之其他條文，及部分遭判定無效或無法執行之條文的其餘部分，不受影響。

17. ENTIRE AGREEMENT

完整合約

17.1 This Agreement constitutes the entire agreement between the parties in connection with its subject matter. No party has relied on any representation or warranty except as expressly set out in this Agreement and SAP and the Customer hereby agree to submit to the exclusive jurisdiction of the court located in the Taipei City, Taiwan in respect of any dispute in relation to this Agreement.

就本文所述事項而言，本合約構成雙方當事人之間的完整合約。當事人所信賴之一切表述或擔保，均已明文規定於本合約中。SAP 和客戶茲同意，位於台灣台北市之法院擁有關於本合約一切爭議之管轄權。

18. GOVERNING LAW

準據法

18.1 This Agreement shall be governed by and interpreted in accordance with the laws of Republic of China (ROC).

本合約受到 法律規範，並應依此解釋。

19. THIRD PARTY BENEFICIARIES

第三方受益人

19.1 Notwithstanding any other provision in this Agreement, nothing in this Agreement shall create or confer (whether expressly or by implication) any rights or other benefits in favor of any person not a party hereto.

本合約之任何條款，均不會對非屬本合約雙方當事人之第三方創造或移轉任何權利或其他利益，本合約其他條款與此抵觸者，不予適用。

20. FORCE MAJEURE

不可抗力

20.1 Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

因超過履約之一方得合理控制之原因，造成對本合約任何條款之遲延履行或未履行者（到期款項之支付義務除外），不構成違約。前述條款之履行期限，應延長至與妨礙履約事由存續時間相等之期間。