

## SAP Education Preferred Card Terms and Conditions

### SAP Education Preferred Card 條款與條件

#### SAP Taiwan Co., Ltd.

思愛普軟體系統股份有限公司

## 1. DEFINITIONS

### 名詞定義

#### 1.1 Capitalized terms used in this document are defined in the Glossary.

本文件中使用之大寫詞彙，於詞彙表中均有定義。

## 2. PREFERRED CARD

### PREFERRED CARD

#### 2.1 Details of the SAP Education Preferred Card procured from SAP by Customer are contained in the Order Form.

客□向 SAP 採購之 SAP Education Preferred Card 的詳細資料已包含在訂購單中。

#### 2.2 Commitment Value: Customer must make at least the minimum expenditure on training services from SAP ("Commitment Value") during the Contract Term. The Commitment Value is specified in the 'Commitment Value' section of the Order Form.

承諾金額：客□在合約期限□，對於 SAP 提供之訓練服務所必須支付的最低費用（以下稱「承諾金額」）。承諾金額在訂購單的「承諾金額」條款中已有規定。

#### 2.3 Bonus: Subject to the Customer paying the Preferred Card Fee in full as detailed in the Section titled 'Price and Payment', Customer will receive the Bonus specified in the 'Bonus' section of the Order Form. The Bonus is not counted towards calculation of the required Commitment Value. The Bonus cannot be used to pay for Travel & Expense costs.

紅利：若客□按照「價格與付款」條款中的詳細規定，以全額支付 Preferred Card 費用，則將依訂購單的「紅利」條款之規定獲得紅利。紅利不計入承諾金額□，且不得用於支付「差旅和費用」之成本。

#### 2.4 Preferred Card Value: The initial Preferred Card Value is calculated by adding together the Commitment Value and the Value of Bonus. The Preferred Card Value will decrease as Customer's purchases and reservations are made using the SAP Education Preferred Card.

Preferred Card 金額：Preferred Card 初始金額是以承諾金額和紅利金額相加計算。當客□使用 SAP Education Preferred Card 進行購買和預訂時，Preferred Card 金額將隨之減少。

## 3. PRICE AND PAYMENT

### 價格與付款

#### 3.1 Price: The price of the SAP Education Preferred Card is the Preferred Card Fee specified in the 'Preferred Card Fee' section of the Order Form and payment is due in accordance with the Order Form.

價格：SAP Education Preferred Card 的價格，即訂購單「Preferred Card 費用」條款所規定之 Preferred Card 費用，並應按照訂購單的規定付款。

#### 3.2 Purchase Order: Customer must submit to SAP a purchase order for the full amount of the Preferred Card Fee at the same time it returns a signed copy of the Order Form to SAP.

採購單：客□將經簽署的訂購單副本回傳給 SAP 時，必須一併提交 Preferred Card 費用的全額採購單。

#### 3.3 Invoicing: Customer will be invoiced for the full Preferred Card Fee after SAP's receipt of the Order Form signed by the Customer and a valid purchase order.

發票開立：SAP 收到經客□簽署的訂購單和有效採購單後，將開立 Preferred Card 費用之全額發票予客□。

#### 3.4 Restrictions:

限制：

- (a) No credits: Nothing in this Agreement will affect any previous orders made by Customer with SAP for training services. Customer cannot use the SAP Education Preferred Card to pay for training services ordered or delivered prior to the start of the Contract Term or after expiration of the Contract Term, regardless of whether the same or similar training

services are included in the scope of the SAP Education Preferred Card licensed under this Agreement.

不為折抵：本合約的各項規定均不影響客戶先前與 SAP 簽訂之任何訓練服務訂單。針對客戶於合約期限起始前或屆滿後，訂購或交付之訓練服務，無論該相同或相似的訓練服務是否包含在本協議所訂之 SAP Education Preferred Card 授權範圍內，客戶均不得使用 SAP Education Preferred Card 支付之。

- (b) No refunds or carry-over:** The Preferred Card Value must be used within the Contract Term. No refunds can be made in relation to Preferred Card Value that is not used by Customer within the Contract Term. The Preferred Card Value cannot be carried over after the Contract Term has expired. The Preferred Card Value cannot be transferred to another SAP Education Preferred Card.

不可退款或繼續：Preferred Card 金額必須於合約期限內使用完畢。客戶對合約期限內未使用完畢之 Preferred Card 金額，不得申請退款。Preferred Card 金額於合約期限到期後，不得繼續使用。Preferred Card 金額不得移轉至其他 SAP Education Preferred Card。

- (c) No Extension or Top-up:** Customer shall be entitled to purchase additional separate SAP Education Preferred Cards; however Customer is not allowed to extend or top-up individual SAP Education Preferred Cards.

不可延期或加：客戶有權另外購買個別的 SAP Education Preferred Card；然而，客戶不得將個別 SAP Education Preferred Card 之餘額延期使用或對卡片金額加。

- 3.5 Payment for purchases and reservations using the SAP Education Preferred Card:** Customer must quote its SAP Education Preferred Card identification number when making purchases or reservations for training services. Provided that the Customer has enough Preferred Card Value to cover the full price, no invoice will be presented by SAP to Customer for payment of such purchases or reservations. The relevant price amount will be deducted from the Preferred Card Value. If there is not enough remaining Preferred Card Value to cover the full price amount of the transaction, SAP will invoice the Customer for the price amount calculated after the remaining Preferred Card Value has been applied to the transaction.

使用 SAP Education Preferred Card 購買和預訂的付款方式：客戶在購買或預訂訓練服務時，必須提供其 SAP Education Preferred Card 識別碼。若客戶的 Preferred Card 金額足以支付全額費用，則 SAP 不會對客戶提供該筆購買或預訂費用之發票。SAP 將於 Preferred Card 金額中扣除相關價格之金額。若 Preferred Card 的剩餘金額不足以支付該筆交易的全額費用，則 SAP 將先扣除 Preferred Card 所剩餘額，再按計算之金額，開立發票給客戶。

## **4. DURATION**

### **持續時間**

- 4.1 Fixed Term:** This Agreement is concluded for a fixed term specified in the 'Contract Term' section of the Order Form. Neither Party can terminate this Agreement for convenience, however any rights of termination for cause remain unaffected.

固定期間：本合約有效期間，係依據訂購單「合約期限」條款所規定之固定期間。任何一方當事人均不得任意終止本合約，但任何因故終止之權利，則不在此限。

- 4.2 Expiration:** After expiration of the Contract Term the SAP Education Preferred Card will cease to be valid and any unused Preferred Card Value will be reset to zero.

到期：SAP Education Preferred Card 將於合約期限屆滿後失效，任何未使用的 Preferred Card 金額將全數歸零。

## 5. PREFERRED CARD SCOPE AND APPLICATION

### PREFERRED CARD 的範圍和適用

- 5.1** Eligible Services: Subject to the Section titled 'Restrictions', the Preferred Card Value can be used to pay for the following items provided in Taiwan: (i) Single e-learnings; (ii) E-Academies; (iii) Certification; (iv) Classroom training; (v) On Premise live learning; (vi) Virtual live learning; and (vii) Customer Specific Training.

適用的服務：在「限制」條款規定下，Preferred Card 金額可用於支付 台灣 所提供的下列項目：(i) 單一電子學習課程；(ii) E-Academy；(iii) 認證；(iv) 教室訓練；(v) 口部部署現場學習；(vi) 虛擬現場學習；以及 (vii) 客口特定培訓。

- 5.2** Excluded Services: Preferred Card Value cannot be used for purchasing: (i) consulting services; (ii) software licenses; (iii) Learning Hub or bundles including Learning Hub; and (iv) Live Access or bundles including Live Access.

排除的服務：Preferred Card 金額不得用於購買 (i) 諮詢服務；(ii) 軟體授權；(iii) Learning Hub 或包含 Learning Hub 的組合；以及 (iv) Live Access 或包含 Live Access 的組合。

- 5.3** Customer receipt: On receipt of Customer's Preferred Card Fee, SAP shall issue Customer with:

客口收據：SAP 收到客口的 Preferred Card 費用後，將向客口發送：

- (a) written acknowledgement of Customer's purchase of an SAP Education Preferred Card;  
客口購買 SAP Education Preferred Card 的書面確認；
- (b) a unique Customer SAP Education Preferred Card identification number;  
客口專屬的 SAP Education Preferred Card 識別碼；
- (c) an on-line account; and  
線上帳口；以及
- (d) confirmation of the Bonus.  
紅利之確認。

- 5.4** SAP Customer ID: The parties agree that purchases and reservations using the SAP Education Preferred Card shall be applied exclusively to the SAP customer ID specified in the Order Form and the training services shall be used solely by Users.

SAP 客口 ID：當事人同意，使用 SAP Education Preferred Card 所購買和預訂之服務，僅適用於訂購單載明的 SAP 客口 ID，且訓練服務僅用於該使用者。

- 5.5** Contract Term: The Customer shall be entitled to the benefits of the SAP Education Preferred Card for the Contract Term defined in the Order Form, which shall begin on the later of:

合約期限：客口有權於訂購單所定義之合約期限口，享有 SAP Education Preferred Card 之優惠，其起算時間為下列日期中之較晚者：

- (a) the date upon which SAP receives a signed Order form and purchase order from the Customer; or  
SAP 收到經客口簽署的訂購單和採購單之日；或
- (b) the date upon which SAP receives the SAP Preferred Card Fees.  
SAP 收到 SAP Preferred Card 費用之日。

In the event that the date SAP receives payment of the SAP Preferred Card Fee is any longer than 3 months after SAP's receipt of the Customer's signed Order Form, SAP reserves the right to reject the Customer order for the SAP Education Preferred Card in which case no Agreement shall be made.

針對 SAP 收到 SAP Preferred Card 費用時，距離收到經客口簽署的訂購單該日已超過 3 個月之情形，SAP 保留權利，得拒口客口的 SAP Education Preferred Card 訂購請求，且合約為不成立。

- 5.6** Decision making: Customer shall designate, in the 'Administration details' section of the Order Form, a contact person with appropriate standing and qualifications to be available to SAP to provide necessary information relating to the Agreement and who is authorized by the Customer to make necessary decisions on behalf of the Customer.

決策：客□應於訂購單的「管理詳細資料」部份中，指定一名具適當身份與資格的聯絡人，以供 SAP 傳達與合約相關之必要資訊，客□並應授權該人員代表其作出必要決策。

- 5.7** Reservations: Customer must make express reference in writing to the SAP Education Preferred Card identification number when making reservation requests for training services to SAP. Reservations are not effective until confirmed by SAP. Purchase of the SAP Education Preferred Card does not guarantee Customer participation in any specific course or event on any specific date, nor does it provide Customer with priority booking status for any specific course or event on any specific date. Reservation requests will be handled in the order that they are received by SAP and will be booked according to the availability of the respective subscriber spaces. The Preferred Card Value can be used for all public courses that have been confirmed by SAP. However, confirmation of some courses is dependent on the number of signed up participants for that course and SAP reserves the right when, and if, to confirm and run a course.

預訂：客□向 SAP 提出訓練服務的預訂請求時，必須以書面形式明確提及其 SAP Education Preferred Card 識別碼。SAP 確認預訂前，預訂皆為無效。縱客□購買 SAP Education Preferred Card，不因此保證客□得於任何特定日期參與任何特定課程或事件，亦不因此使客□享有任何特定日期之任何特定課程或事件之優先預訂權。預訂請求之處理順序以 SAP 收到請求之順序為準，且其預訂係依個別訂□者空間之可用性而定。

Preferred Card 金額得用於所有 SAP 已確認之公開課程。然而，部分課程係根據該課程的報名參加人數進行確認，且 SAP 保留擇期確認及擇期舉辦課程之權利，亦保留是否確認與舉辦課程之權利。

- 5.8** Cancellations: Cancellation requests for classroom events must be sent in writing to SAP. Cancellation fees detailed at the "terms and conditions" section of the SAP Training Site will apply to cancellations. For avoidance of doubt, where the terms and conditions on the SAP Training Site refer to a "total class fee", for the purposes of calculating the cancellation fee due to SAP pursuant to this Section the "total class fee" shall be deemed to refer to the full published list price for that course, which the Customer would have paid to SAP for registration on the course had the Customer not registered using the SAP Education Preferred Card. The cancellation fee shall be charged by SAP even if the Customer later reschedules the individual designated User for an alternative date. Cancellation fees will be deducted from the SAP Preferred Card Value.

取消：教室活動之取消請求，必須以書面形式向 SAP 提出。SAP Training 網站之「條款與條件」章節所載之取消費用，適用於本款之取消。為避免疑義，計算依本條所應支付給 SAP 之取消費用時，SAP Training 網站之條款與條件所稱之「課程總費用」，視為參考該課程已完整發佈之價格表，該價格係客□若未使用 SAP Education Preferred Card 註冊課程，則須向 SAP 支付之註冊費。縱使客□稍後為該個別指定使用者重新安排其他日期，SAP 仍應收取此取消費用。取消費用將從 SAP Preferred Card 金額中扣除。

- 5.9** Additional Terms and Conditions: Each of the training services procured using the SAP Education Preferred Card are subject to their own separate respective terms and conditions, copies of which are available from SAP when ordering the training services. By making reservation requests or by using any of the training services, Customer agrees to those additional terms and conditions with respect to each training service. In the event of conflict between the terms and conditions for the training services and the terms detailed within this Agreement, the terms of this Agreement shall take precedence.

附加條款與條件：使用 SAP Education Preferred Card 購買的每項訓練服務，均受個別及獨立的條款與條件約束，客□訂購訓練服務時，可向 SAP 索取一份該條款與條件的副本。若客□提出預訂請求或使用任何訓練服務，即表示同意各訓練服務之附加條款與條件。若訓練服務的條款與條件與本合約所詳列之條款發生衝突，應以本合約條款為準。

## **6. CONFIDENTIALITY**

### **保密條款**

- 6.1** 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, representatives or Users 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 this Section. 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。接收方不得向其他人透露任何揭露方之機密資訊，但接收方所屬人員、代表人，在本合約範圍內，須使用該機密資訊以行使權利或履行義務，且負有與本條所載內容高度相似之保密責任者，不在此限。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 this Section.

本合約締結前已揭露之當事人機密資訊，亦受本條之保護。

**(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）。

## 6.2 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，而未提及揭露方之機密資訊；

**(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。

**6.3** Publicity: 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.

公開：未經他方事前書面同意，任一方皆不得在公開活動中使用另一方之名稱，但客戶於此例外同意，SAP 得在客戶清單中或每季電訪其投資者時，使用客戶名稱，或在雙方同意之情況下，使用客戶名稱作為 SAP 行銷內容的一部分（包括電話調度和敘述、新聞推薦、現場採訪、SAPPHIRE 參與等）。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。

## 7. DATA PROTECTION

### 資料保護

Customer agrees to the collection, processing, and use of its personal data to the extent necessary for processing reservation requests and orders.

客戶同意在處理預約請求與訂購之必要範圍內，得收集、處理與使用其個人資料。

## 8. LIMITATION OF LIABILITY

### 責任限制

#### 8.1 Unlimited Liability:

無限責任：

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

因下列原因所致損害賠償之責任，任一方均不得排除或限制之：

- (a) unauthorized use or disclosure of Confidential Information,  
未經授權使用、揭露機密資訊；
- (b) either party's breach of its data protection and security obligations that result in an unauthorized use or disclosure of personal data,  
任一方違反資料保護及安全性義務，致未經授權使用或揭露個人資料；
- (c) death or bodily injury arising from either party's gross negligence or willful misconduct, or  
因任一方重大過失或故意不當行為導致人身傷亡；或
- (d) any failure by Customer to pay any fees due under the Agreement.  
客□未依本合約支付任何應付費用。

#### 8.2 Liability Cap: Subject to the Sections titled 'Unlimited Liability' and 'Exclusion of Damages', the maximum aggregate liability of either party (or its respective Affiliates or SAP's subcontractors) to the other or any other person or entity for all events (or series of connected events) arising in the Contract Term will not exceed the fees paid for the SAP Education Preferred Card for that Contract Term.

責任上限：在「無限責任」和「損害賠償之排除」條款之規範下，任一方（或其各自關係企業或 SAP 的分包商）對於另一方或任何其他人員或實體，在合約期限□關於所有事件（或一連串相關事件）之責任上限，不超出該合約期限□所支付的 SAP Education Preferred Card 費用。

#### 8.3 Exclusion of Damages:

損害賠償之排除：

Subject to the Section titled 'Unlimited Liability':

在「無限責任」條款之規範下：

- (a) neither party (nor its respective Affiliates or SAP's subcontractors) will be liable to the other party for any special, incidental, consequential, or indirect damages, loss of good will or business profits, work stoppage or for exemplary or punitive damages, and  
當事人任一方之任何特殊、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，他方當事人（含其各自關係企業或 SAP 分包商）皆無須負責，且
- (b) SAP will not be liable for any damages caused by any training service provided for no fee.  
因免費訓練服務所致之任何損害，SAP 皆不負責。

#### 8.4 Risk Allocation: This Agreement allocates the risks between SAP and Customer in relation to the SAP Education Preferred Card. The Preferred Card Fee reflects this allocation of risk and limitations of liability.

風險分配：本合約將 SAP Education Preferred Card 之相關風險分配於 SAP 及客□雙方。Preferred Card 費用將反映此一風險分配及責任限制。

## 9. MISCELLANEOUS

### 其他

#### 9.1 Severability: 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.

條款效力獨立：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。

**9.2 No Waiver:** A waiver of any breach of the Agreement is not deemed a waiver of any other breach. 未棄權：縱使免除對本合約任何違約部分之責任，亦不應視為對於其他違約部分之拋棄。

**9.3 Electronic Signature:** Electronic signatures that comply with applicable law are deemed original signatures.

電子簽章：遵循相關法律之電子簽章均視為原始簽名。

**9.4 Governing Law:** The Agreement and any claims relating to its subject matter will be governed by and construed under the laws of Republic of China ("ROC"), without reference to its conflicts of law principles. All disputes will be subject to the exclusive jurisdiction of the courts located in Taipei, 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.

準據法：本合約以及與其系爭事項有關之權利主張，應受中華民國法律之規範，並據此解釋，且不適用法律衝突原則。所有糾紛均受位於台灣台北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)。

**9.5 Agreement:** The Agreement may be modified solely in writing signed/chop by both parties. The 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. The components of the Agreement are the Order Form, this Terms and Conditions document and any documents referenced therein.

合約：本合約之修改須以書面形式為之，且須有雙方簽章同意。本合約效力優先於任何客戶所開立採購單之條款與條件，縱使 SAP 接受或未拒客戶開立之採購單，該客戶開立採購單之條款與條件仍為無效。本合約之組成部份，包括訂購單、本條款與條件文件，以及其他本文所載參考文件。

## Glossary

### 詞彙表

1. "Affiliate" of a party means any legal entity in which a party, 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，均視為關係企業。
2. "Agreement" means these SAP Education Preferred Card Terms and Conditions and the Order Form signed and agreed between the Parties.  
「合約」係指經雙方當事人簽署並同意的「SAP Education Preferred Card 條款與條件」和「訂購單」。
3. "Bonus": the bonus described in the Section titled 'Bonus'.  
「紅利」：如「紅利」條款中所述之紅利。
4. "Business Partner" means a legal entity that requires use of a training service in connection with Customer's and its Affiliates' internal business operations. These may include customers, distributors, service providers and/or suppliers of Customer.  
「業務夥伴」係指就客戶及其關係企業之內部業務營運相關事項，需要使用訓練服務之法律實體。其可能包含客戶之客戶、經銷商、服務提供商和/或供應商。
5. "Commitment Value" is a prepayment value and Customer commitment to a minimum value of expenditure, as detailed in the Section titled 'Commitment Value'.  
「承諾金額」係指預付金額及客戶所承諾之最低支付金額，詳細內容請見「承諾金額」相關條文。
6. "Confidential Information" means:  
「機密資訊」係指：
  - (a) with respect to Customer: (i) the Customer Data, (ii) Customer marketing and business requirements, (iii) Customer implementation plans, and/or (iv) Customer financial information, and  
與客戶有關之下列事項：(i) 客戶資料；(ii) 客戶行銷與業務需求；(iii) 客戶實作計畫和/或 (iv) 客戶財務資訊，以及
  - (b) with respect to SAP: (i) the Learning Hub and Live Access products as well as the SAP training services, and (ii) information regarding SAP research and development, product offerings, pricing and availability.  
與 SAP 有關之下列事項：(i) Learning Hub、Live Access 產品和 SAP 訓練服務，以及 (ii) 有關 SAP 研究與開發、產品供應、定價與可用性之資訊。
  - (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。
7. "Contract Term" means the fixed term period in which the SAP Education Preferred Card is valid, as specified in Section titled 'Contract Term' and in the Order Form.  
「合約期限」係指根據「合約期限」條款和訂購單之規定，SAP Education Preferred Card 的固定有效期間。
8. "Customer" means the party other than SAP that has entered into this Agreement.  
「客戶」係指本合約當事人中，非 SAP 之一方。
9. "Customer Data" means any content, materials, data and information from Users. Customer Data and its derivatives will not include SAP's Confidential Information.  
「客戶資料」係指任何得自使用者之內容、材料、資料與資訊。客戶資料及其衍生資料不會包含 SAP 機密資訊。
10. "Glossary" means this current section of the Agreement.  
「詞彙表」係指本合約本部份之內容。



- 11.** "Order Form" means the document entitled "SAP Preferred Card Order Form" agreed and signed by the parties, under which the Customer has ordered the SAP Education Preferred Card from SAP.  
「訂購單」係指經雙方當事人同意並簽署，名為「SAP Preferred Card 訂購單」之文件，客□已據此向 SAP 訂購 SAP Education Preferred Card。
- 12.** "Preferred Card Value" is the amount specified in the "Preferred Card Value" section of the Order Form and is calculated by adding together the Commitment Value and the Value of Bonus.  
「Preferred Card 金額」係指訂購單的「Preferred Card 金額」部份所載明之金額，以承諾金額和紅利金額相加計算。
- 13.** "Preferred Card Fee" is the Commitment Value plus applicable value added tax. 「Preferred Card 費用」係指承諾金額加上適用之營業稅。
- 14.** "SAP" means the SAP entity that has entered into this Agreement, as well its Affiliates.  
「SAP」係指簽訂本合約之 SAP 實體，其關係企業亦包含在□。
- 15.** "SAP Education Preferred Card" is the prepayment card being procured under the terms of this Agreement.  
「SAP Education Preferred Card」係指根據本合約條款採購之預付卡。
- 16.** "SAP Training Catalogue" means the catalogue published by SAP containing details of SAP training courses and services.  
「SAP 訓練目錄」係指由 SAP 發佈的目錄，其中包含 SAP 訓練課程和服務的詳細資料。
- 17.** "SAP SE" means SAP SE, the parent company of SAP.  
「SAP SE」係指 SAP 之母公司，SAP SE。
- 18.** "Section" means a specified section of these terms and conditions.  
「條款」係指本條款與條件的特定條款。
- 19.** "Training Site" means [www.sap.com/training-certification](http://www.sap.com/training-certification)  
「Training 網站」係指 [www.sap.com/training-certification](http://www.sap.com/training-certification)。
- 20.** "Travel & Expense costs" are additional costs incurred by SAP training consultants for travel and miscellaneous costs.  
「差旅和費用」係指 SAP 訓練顧問因公出差所□生的額外差旅和雜項費用。
- 21.** "User" means any individual to whom Customer grants access credentials to use a training service that is an employee, agent, contractor or representative of:  
「使用者」係指客□授予存取憑證以使用訓練服務之個人，其可為：
- (a)** Customer,  
客□之員工、代理人、承包商或代表人、
  - (b)** Customer's Affiliates, and/or  
客□之關係企業之員工、代理人、承包商或代表人和/或
  - (c)** Customer's and Customer's Affiliates' Business Partners.  
客□及其關係企業之事業夥伴之員工、代理人、承包商或代表人。
- 22.** "Value of Bonus" means the amount indicated in the Order Form, which is calculated by multiplying the Commitment Value and the Bonus.  
「紅利金額」係指訂購單所載之金額，以承諾金額乘上紅利計算。