

**GENERAL TERMS AND CONDITIONS FOR CLOUD SERVICES AND PROFESSIONAL SERVICES
("GTC")**

雲端服務與專業服務之一般條款與條件 (以下稱「GTC」)

GENERAL TERMS

一般條款

The General Terms apply at all times to the Cloud Services and Professional Services. The General Terms supplement the applicable Model Specific Terms. In the event of any conflict between the General Terms and the applicable Model Specific Terms, the applicable Model Specific Terms shall prevail.

此一般條款隨時適用於雲端服務和專業服務。此一般條款補充適用的模式特定條款。若一般條款與適用的模式特定條款之間有任何牴觸或不一致，以適用的模式特定條款為準。

1. DEFINITIONS

名詞定義

- 1.1. **"Affiliate"** means any legal entity in which SAP SE or Customer, directly or indirectly, holds more than 50% of the entity's share or voting rights. Any legal entity will be considered an Affiliate for only such time as that interest is maintained.

「關係企業」係指 SAP SE 或客戶直接或間接持有 50% 以上實體股份或表決權之任何法律實體。任何法律實體僅在維持上述利益期間內方視為關係企業。

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

「合約」係指依適用訂購單所定義之合約。

- 1.3. **"Authorized User"** means any individual to whom Customer grants access authorization to use the Cloud Service that is an employee, agent, contractor or representative of Customer, Customer's Affiliates, or Customer's and Customer's Affiliates' Business Partners.

「授權使用者」係指客戶授與存取授權使其可使用雲端服務的任何個人，其係為客戶、客戶之關係企業或客戶和客戶之關係企業的業務夥伴的員工、代理人、承包商或代表人。

- 1.4. **"Business Partner"** means a legal entity that requires use of a Cloud Service in connection with Customer's and its Affiliates' internal business operations. These may include customers, distributors, service providers or suppliers of Customer and its Affiliates.

「業務夥伴」係指就客戶及其關係企業之內部業務營運相關事項，需要使用雲端服務之法律實體，其中可能包含客戶及其關係企業之客戶、經銷商、服務提供商或供應商。

- 1.5. **"Cloud Service"** means any distinct, hosted, supported and on-demand solution provided by SAP under an Order Form.

「雲端服務」係指由 SAP 依訂購單提供以隨選方式進行保管及支援之獨特解決方案。

- 1.6. **"Confidential Information"** means all information which the disclosing party protects against unrestricted disclosure to others that the disclosing party or its Representatives designates as confidential, internal and / or proprietary at the time of disclosure, or should reasonably be understood to be confidential at the time of disclosure given the nature of the information and the circumstances surrounding its disclosure.

「機密資訊」係指揭露方禁止相關人等不加限制而對他人揭露之下列所有資訊：揭露方或其代表人，在揭露時指定為機密、內部和/或專屬資訊者；或鑒於資訊的性質及揭露時的情況，應在揭露時合理視為機密資訊者。

- 1.7. **"Customer Data"** means any content, materials, data and information that Customer or its Authorized Users enter into the production system of a Cloud Service or that Customer derives from its use and stores in the Cloud Service (e.g. Customer-specific reports). Customer Data does not include any component of the Cloud Services, Professional Services, or SAP Materials. Customer Data and its derivatives will not include SAP's Confidential Information.

「客戶資料」係指客戶或其授權使用者簽訂雲端服務生產系統所涉及之任何內容、材料、資料與資訊，或是客戶使用雲端服務所衍生及儲存於該服務之資料 (如客戶專屬報告)。客戶資料並未包括雲端服務、專業服務或 SAP 資料的任何元件。客戶資料及其衍生資料將不包含 SAP 機密資訊。

- 1.8. **“Documentation”** means SAP's then current technical and functional documentation including any roles and responsibilities descriptions relating to the Cloud Service which SAP makes available to the Customer under the Agreement.
「紀錄文件」係指 SAP 現有技術與功能文件，包括 SAP 根據合約提供予客戶的雲端服務相關之任何角色與責任說明。
- 1.9. **“Export Laws”** means all applicable import, export control and sanctions including, but without limitation, the laws of the United States, the EU, and Germany.
「出口法律」係指所有適用的進口、出口管制和制裁法律，包括但不限於美國、歐盟和德國的法律。
- 1.10. **“Feedback”** means input, comments or suggestions regarding SAP's business and technology direction or the possible creation, modification, correction, improvement or enhancement of the Cloud Service or Professional Services (as applicable) purchased by the Customer under the Agreement.
「回饋意見」係指針對 SAP 業務和技術方向以及客戶根據本合約所購買的雲端服務或專業服務（視何者適用）之可能建立、修改、修正、改良或增強而提供之意見、評論或建議。
- 1.11. **“General Terms”** means the terms and conditions contained in this GTC that have the title General Terms, as distinguished from the parts of this GTC that are the Model Specific Terms.
「一般條款」係指此 GTC 包含之條款與條件，擁有一般條款之標題，不同於此 GTC 之模式特定條款。
- 1.12. **“Intellectual Property Rights”** means patents of any type, design rights, utility models or other similar invention rights, copyrights and related rights, trade secret, know-how or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, whether registered or unregistered, including applications (or rights to apply) and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.
「智慧財產權」係指任何類型的專利權、新式樣權、實用新型權或其他類似發明權、著作權和相關權利、營業秘密、專業知識或機密權、商標 (trade mark)、商號 (trade name) 和服務標誌，及任何其他無形財產權（無論已註冊或未註冊），亦包括任何前述權利於任何國家/地區，依成文法或判例法，或依契約之申請（或應用之權利）和註冊，並無論其是否完善、是否當前存在或係將來提請、提交或取得均屬之。
- 1.13. **“Model Specific Terms”** means the applicable terms and conditions incorporated into the GTC, namely the Cloud Terms and Professional Service Terms.
「模式特定條款」係指 GTC 中納入之適用條款與條件，亦即雲端條款及專業服務條款。
- 1.14. **“Order Form”** means the applicable ordering document for Cloud Services or Professional Services that references these GTC.
「訂購單」係指雲端服務或專業服務之相關訂購文件，其內容係引用本 GTC。
- 1.15. **“Professional Services”** means implementation services, consulting services or other related services provided under an Order Form and may also be referred to in the Agreement as “Consulting Services” or “Services”.
「專業服務」係指執行服務、諮詢服務或依據訂購單提供之其他相關服務，在合約中也可能稱為「諮詢服務」或「服務」。
- 1.16. **“Representatives”** means a party's Affiliates, employees, contractors, sub-contractors, legal representatives, accountants or other professional advisors.
「代表人」係指當事方的關係企業、員工、承包商、分包商、法務代表、會計師或其他專業顧問。
- 1.17. **“SAP Materials”** means any materials (including statistical reports) provided, developed or made available by SAP (independently or with Customer's cooperation) in the course of performance under the Agreement. This includes but is not limited to Deliverables and the delivery of any Professional Services to the Customer. SAP Materials do not include the Customer Data, Customer Confidential Information or the Cloud Service. SAP Materials may also be referred to in the Agreement as “Cloud Materials”.
「SAP 資料」係指由 SAP 於依合約進行履約過程中（獨立與客戶合作）所提供、開發或提供之任何資料（包括統計報告）。其中包括但不限於交付項目及對客戶的任何專業服務之交付。SAP 資料不包括客戶資料、客戶機密資訊或雲端服務。在合約中，SAP 資料也可能稱為「雲端資料」。

1.18. **“SAP SE”** means SAP SE, a parent company of SAP.

「SAP SE」係指 SAP 之母公司，SAP SE。

1.19. **“Taxes”** means all transactional taxes, levies and similar charges (and any related interest and penalties) such as federal, state or local sales tax, value added tax, goods and services tax, use tax, property tax, excise tax, service tax or similar taxes.

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

2. FEES AND TAXES

費用與稅捐

2.1. Fees and Payment

費用與付款

Customer shall pay fees as stated in the Order Form. If Customer does not pay any fees in accordance with the terms of the Agreement then, in addition to any other available remedies, SAP may suspend Customer's use of the applicable Cloud Service or the provision of Professional Services until payment is made. SAP shall provide Customer with prior written notice before any such suspension. Unpaid fees will accrue interest at the rate of 3% above the Prime Rate of Citibank, Taipei Branch applicable per annum, but not to exceed the maximum amount as allowed by law. Purchase orders are for administrative convenience only. SAP may issue an invoice and collect payment without a corresponding purchase order.

客戶應依訂購單所載付費。若客戶未依照合約條款支付任何費用，則除了任何其他可用的補救措施外，SAP 得中止客戶使用適用的雲端服務或專業服務，直到付款為止。SAP 在進行任何此等中止之前，應事先以書面通知客戶。任何到期未支付之費用，應依花旗銀行台北分行基本放款利率加碼百分之三之年利率計算利息，但不得超過法律所允許之最高額度。採購單僅為了方便行政管理，SAP 得在沒有相應採購單的情況下開立發票並收取款項。

2.2. Taxes

稅捐

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

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

3. TERM AND TERMINATION

期限和終止

3.1. Term of the Agreement

合約期間

The term of the Agreement is specified in the applicable Order Form unless otherwise terminated earlier by either party in accordance with this Section 3.

合約期間由適用訂購單指定，但若任一方當事人依照第 3 條另行提前終止者，不在此限。

3.2. Termination of the Agreement

合約之終止

3.2.1. Either party may terminate the applicable Agreement:

任一方當事人得於下列情況下終止適用之合約：

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

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

b) immediately if the other party files for bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors, or otherwise materially breaches Sections 7 or 9.6 of these General Terms.

另一方當事人提出破產申請，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本一般條款第 7 條或第 9.6 條之規定，則可立即終止。

3.2.2. All other provisions relating to the parties' right to terminate an Agreement and the effect of such termination are specified in the applicable Model Specific Terms.
所有其他與雙方當事人終止合約之權利提供及此等終止效力皆由適用模式特定條款指定。

3.2.3. Termination of one Agreement in accordance with this Section 3 will not result in the termination of any other Agreement subject to these GTC.
倘依照第 3 條規定終止一份合約，其他受 GTC 約束的合約不受影響。

3.3. Survival
存續效力

The following Sections of this GTC survive the expiry or termination of the applicable Agreement:
適用合約到期或終止後，本 GTC 的下列條款仍繼續有效：

- a) Sections 1, 2, 3.3, 4, 5, 5, 7, 8 and 9 of the General Terms;
一般條款第 1、2、3.3、4、5、5、7、8 和 9 條；
- b) Sections 1, 5.2, 5.3, and 7 of the Cloud Terms (if applicable); and
雲端條款第 1、5.2、5.3 和 7 條 (若適用)；以及
- c) Sections 1, 6, 8, 9, and 11 of the Professional Service Terms (if applicable).
專業服務條款第 1、6、8、9 和 11 條 (若適用)。

4. THIRD PARTY CLAIMS 第三方索賠

4.1. Claims brought against Customer
對客戶提出之索賠

4.1.1. SAP will defend Customer against claims brought against Customer and its Affiliates by any third-party alleging that Customer's and its Affiliates' use of the Cloud Services or Deliverables infringes or misappropriates a patent claim, copyright or trade secret right. SAP will indemnify Customer against all damages finally awarded against Customer (or the amount of any settlement SAP enters into) with respect to these claims.

SAP 應為客戶抗辯，使之免受任何第三方主張客戶及其關係企業使用雲端服務或交付項目時，侵犯或濫用其專利權、著作權或商業機密權，而針對客戶及其關係企業提出的索賠。SAP 將賠償客戶有關上開索賠請求最終獲判賠償損害之金額 (或 SAP 達成之任何和解金額)。

4.1.2. SAP's obligation under Section 4.1.1 will not apply if the alleged claim results from:

若因下列原因致使產生索賠，SAP 依第 4.1.1 條應盡之義務將不適用：

- a) use of the Cloud Service or Deliverables in conjunction with any other software, services or any product that SAP did not provide;
與任何其他 SAP 並未提供之軟體、服務或任何產品結合使用雲端服務或交付項目；
- b) use of the Cloud Service or Deliverable provided for no fee;
免費提供使用雲端服務或交付項目；
- c) Customer's failure to timely notify SAP in writing of any such claim if SAP is prejudiced by Customer's failure to provide or delay in providing such notice;
客戶未能及時以書面形式將任何此等索賠通知 SAP (若 SAP 因客戶未能或延遲提供此類通知而受到損害)；
- d) modification of the Deliverable by Customer or by a third party on behalf of Customer;
由客戶或第三方代表客戶對交付項目所做的修改；
- e) anything that Customer provides to SAP including configurations, instructions or specifications in relation to Professional Services; or
客戶向 SAP 提供的任何內容，包括與專業服務相關的組態、說明或規格；或者

f) any use of the Cloud Services or Deliverables not permitted under the Agreement.

任何雲端服務或交付項目之使用並非合約所允許。

4.1.3. If a third party makes a claim under Section 4.1.1 or in SAP's reasonable opinion is likely to make such a claim, SAP may, at its sole option and expense:

若第三方依第 4.1.1 條之規定提出索賠或依 SAP 合理意見可能提出此等索賠，SAP 得依其選擇並自行承擔費用：

a) procure for Customer the right to continue using the Cloud Service or Deliverable under the terms of the Agreement; or

為客戶取得繼續依合約條款使用雲端服務或交付項目之權利；或

b) replace or modify the Cloud Services or Deliverable to be non-infringing without material decrease in functionality.

取代或修改雲端服務或交付項目成為非侵權但功能未顯著減少之項目。

4.1.4. If these options are not reasonably available, SAP or Customer may terminate the affected Cloud Service or the Agreement relating to the affected Deliverable upon written notice to the other.

如上述選項皆非合理可行，SAP 或客戶得以書面通知另一方當事人，終止受影響雲端服務或與該受影響交付項目相關的合約。

4.1.5. SAP expressly reserves the right to cease such defence of any claim(s) in the event the applicable Cloud Service or Deliverable is no longer alleged to infringe or misappropriate the third party's rights.

若不再對適用的雲端服務或交付項目侵害或濫用第三方權利，SAP 明示保留中止對任何索賠之抗辯事宜之權利。

4.2. Claims brought against SAP

對 SAP 提出之索賠

Customer shall defend SAP and its Affiliates as specified in and in accordance with the applicable Model Specific Terms.

依據適用模式特定條款，客戶應為 SAP 及其關係企業辯護。

4.3. Third Party Claim Procedure

第三方索賠程序

All third party claims under Sections 4.1 and 4.2 shall be conducted as follows:

所有根據第 4.1 條和第 4.2 條提出之第三方索賠應依下列方式進行：

a) The party against whom a third party claim is brought (the "**Named Party**") will timely notify the other party (the "**Defending Party**") in writing of any claim. The Named Party will reasonably cooperate in the defense and may appear (at its own expense) through counsel reasonably acceptable to the Defending Party, subject to Section 4.3b) below.

遭第三方提出索賠之當事方（以下稱「**指定方**」）將及時以書面形式將任何索賠通知他方當事人（以下稱「**抗辯方**」）。根據下述第 4.3b) 條之規定，指定方應在辯護中合理合作，並得透過抗辯方合理接受的律師出庭（自費）。

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

抗辯方將有權完全控制辯護方式。

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

就該等索賠達成之任何和解合約不應規定指定方有任何財務責任或特定履約義務，亦不應規定指定方將承擔任何責任。

4.4. Exclusive Remedy

排他性補救措施

The provisions of this Section 4 state the sole, exclusive and entire liability of the Defending Party, its Affiliates, Business Partners and subcontractors to the Named Party, and is the Named Party's sole remedy, with respect to covered third party claims and to the infringement and misappropriation of third party intellectual property

rights.

本文第 4 條之條款載明抗辯方、其關係企業、業務夥伴及分包商對於指定方應負唯一、排他且完整之責任，並就合約涵蓋之第三方索賠以及侵犯及濫用第三方智慧財產權，為對指定方之唯一補救。

5. LIMITATION OF LIABILITY

責任限制

5.1. No Cap on Liability

無責任上限

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

任一方當事人對以下原因造成的損害均無責任上限：

- a) the parties' obligations under Section 4.1.1 and 4.2 above relating to the Cloud Service only (excluding SAP's obligation under Section 4.1.1 where the third party claim(s) relates to Cloud Services not developed by SAP);

依上述第 4.1.1 條和第 4.2 條所規範僅與雲端服務相關之雙方當事人的義務 (不包括依 4.1.1 條之規定，SAP 在第三方索賠與非 SAP 所開發之服務相關的情況下應盡的義務)；

- b) death or bodily injury arising from either party's gross negligence or willful misconduct; and / or
因任一方當事人重大過失或故意不當行為導致人身傷亡；和/或

- c) Customer's unauthorized use of any Cloud Service and / or any failure by Customer to pay any fees due under the Agreement.

客戶未經授權使用任何雲端服務和/或客戶未依本合約支付任何應付費用。

5.2. Liability Cap for Cloud Services

雲端服務的責任上限

Except as set forth in Section 5.1 above, the maximum aggregate liability of either party (or its respective Affiliates or SAP's subcontractors) to the other or to any other person or entity for all events (or series of connected events) arising in any 12 month period will not exceed the annual subscription fees paid for the applicable Cloud Service associated with the damages for that 12 month period. Any "12-month period" commences on the Subscription Term start date or any of its yearly anniversaries.

任一方當事人 (或其各自關係企業或 SAP 的分包商) 對他方或任何其他人員或實體在 12 個月內關於所有事件 (或一連串相關事件) 之責任上限，不會超出相關雲端服務所需支付的年度訂閱費用，而造成該 12 個月期間之損害，但上述第 5.1 條之規定除外。「12 個月期間」係自訂閱期間之起始日或其任一年之周年日起算。

5.3. Liability Cap for Professional Services

專業服務的責任上限

- 5.3.1. Except as set forth in Section 5.1 above the maximum aggregate liability of either party (or its respective Affiliates, SAP's licensors or SAP subcontractors) to the other or any other person or entity for all events (or series of connected events) shall not exceed the fees paid for the applicable Professional Services under the relevant Order Form or in the case of subscription based services or services with monthly reoccurring fees, the fees paid in the 12 month period preceding the date of the incident giving rise to the liability.

任一方當事人 (或其各自關係企業、SAP 授權人或 SAP 分包商) 對他方或任何其他人員或實體關於所有事件 (或一連串相關事件) 之責任上限，不應超出根據相關訂購單針對適用專業服務支付的費用，或者若為訂閱型服務或每月週期性收費的服務，不應超出導致賠償責任的事件發生日期之前的 12 個月期間所支付的費用，但上述第 5.1 條之規定除外。

5.4. Exclusions to Damages

排除損害

5.4.1. In no case will:

任何情況下：

- a) either party (or its respective Affiliates or SAP's subcontractors or SAP's licensors) be liable to the other party for any special, incidental, consequential, or indirect damages, loss of goodwill or business profits, work stoppage or for exemplary or punitive damages; and

任一方當事人 (或其各自的關係企業或 SAP 分包商或 SAP 授權人) 對他方當事人之任何特殊、附隨、衍生或間接性之損害、商譽或業務利潤之損失、停工損失，或懲戒性或懲罰性之損害賠償，均無須負責；且

- b) SAP be liable for any damages caused by any Cloud Service or Professional Services provided for no fee. 因免費提供之任何雲端服務或專業服務所致之任何損害，SAP 皆不負責。

5.5. Disclaimer
免責聲明

Except as expressly provided in the Agreement, neither SAP or its subcontractors or licensors make any representation or warranties, express or implied, statutory or otherwise, regarding any matter, including the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of or integration with any products or services provided under the Agreement, or that the operation of any products or services will be secure, uninterrupted or error free. Customer agrees that it is not relying on delivery of future functionality, public comments or advertising of SAP or product roadmaps in obtaining the Cloud Service or Professional Services.

除本合約明確規定外，SAP 和分包商概不會就任何事宜提供任何明示、暗示、法定或其他方式的聲明或擔保，包括但不限於適售性、合適性、獨創性、特定用途或目的之適用性、不侵權或在使用或整合依本合約提供之產品或服務時所產生的結果，或任何產品或服務的作業安全可靠、不會中斷或不發生任何錯誤。客戶同意，其取得雲端服務或專業服務並非基於未來交付之功能，亦非基於 SAP 公開發表之意見或廣告或產品藍圖。

6. INTELLECTUAL PROPERTY RIGHTS
智慧財產權

6.1. SAP Ownership
SAP 所有權

- 6.1.1. Except for any rights expressly granted to Customer under the Agreement, SAP, SAP SE, their Affiliates or licensors own all Intellectual Property Rights in and any derivative works of:

除依合約所明示授予客戶之任何權利外，SAP、SAP SE、其關係企業或授權人擁有以下各項及其任何衍生作品的所有智慧財產權：

- a) the Cloud Service;
雲端服務；
- b) SAP Materials;
SAP 資料；
- c) Documentation; and
紀錄文件；以及
- d) any Professional Services, Deliverables and Work Products (including any techniques, knowledge or processes of the Professional Services or Deliverables) whether or not developed for the Customer.
任何專業服務、交付項目和工作產品 (包括專業服務或交付項目的任何技術、知識或程序)，無論其是否為客戶而開發均同。

- 6.1.2. Customer shall execute such documentation and take such other steps as is reasonably necessary to secure SAP's or SAP SE's title over such rights.

客戶應簽署此等紀錄文件並採取其他合理必要的步驟，以確保 SAP 或 SAP SE 對此等權利的所有權。

6.2. Protection of Rights
權利保護

- 6.2.1. Except for any rights expressly granted to Customer under the Agreement, Customer shall not:

除依合約所明示授予客戶之任何權利外，客戶不得：

- a) copy, translate, disassemble, decompile, make derivative works, reverse engineer or be permitted to modify the Cloud Service or any SAP Materials (or attempt any of the foregoing);
複製、翻譯、反編譯、反組譯雲端服務或任何 SAP 資料、製作其衍生作品或對其進行反向還原工程或受允許之修改 (或嘗試上述任何操作)；

- b) enter, store or transfer any content or data on or via the Cloud Service that is unlawful or infringes any Intellectual Property Rights;
在雲端服務上或透過雲端服務輸入、儲存或傳輸任何非法或侵犯任何智慧財產權的內容或資料；
- c) circumvent or endanger the operation or security of the Cloud Service; or
規避或危害雲端服務的營運或安全；或者
- d) remove SAP's copyright and authorship notices.
移除 SAP 的著作權和著作人聲明。

6.3. Model Specific Intellectual Property Rights provisions
提供模式特定智慧財產權

All other provisions in relation to the parties' Intellectual Property Rights under the Agreement (if any) will be expressly specified in the applicable Model Specific Terms.

所有其他與雙方當事人依本合約之智慧財產權提供 (如有) 皆由適用模式特定條款明確指示。

7. **CONFIDENTIALITY**
保密條款

7.1. Use of Confidential Information
機密資訊之使用

7.1.1. The receiving party shall:
接收方應：

- a) maintain all Confidential Information of the disclosing party in strict confidence, taking steps to protect the disclosing party's Confidential Information substantially similar to those steps that the receiving party takes to protect its own similar Confidential Information, which shall not be less than a reasonable standard of care;
嚴格保密揭露方的所有機密資訊，採取措施以保護揭露方的機密資訊，該等措施實質上應與接收方保護自己的類似機密資訊時所採取之步驟相似，且不得低於合理的照護標準；
- b) not disclose or reveal any Confidential Information of the disclosing party to any person other than its Representatives whose access is necessary to enable it to exercise its rights or perform its obligations under the Agreement and who are under obligations of confidentiality substantially similar to those in this Section 7;
不會向除揭露方代表人以外的任何人揭露或顯示揭露方之任何機密資訊，除非必須使用該機密資訊以行使揭露方權利或履行本合約所定義義務者，以及負有實質上類似於本文第 7 條所載保密責任之人員外；
- c) not use or reproduce any Confidential Information of the disclosing party for any purpose outside the scope of the Agreement; and
不得基於合約範圍之外的任何目的使用或複製揭露方的任何機密資訊；以及
- d) retain any and all confidential, internal or proprietary notices or legends which appear on the original and on any reproductions.
保留原始和任何重製物件上出現的任何和所有機密、內部或專屬聲明或圖例。

7.1.2. Customer shall not disclose any information about the Agreement, its terms and conditions, the pricing or any other facts relating thereto to any third party.
客戶不得向任何第三方揭露有關合約、其條款與條件、定價或任何其他相關事實的任何資訊。

7.1.3. Confidential Information of either party disclosed prior to execution of the Agreement will be subject to this Section 7.
本合約締結前已揭露之當事人機密資訊，亦將受本文第 7 條所約束。

7.2. Compelled Disclosure
強制揭露

The receiving party may disclose the disclosing party's Confidential Information to the extent required by law, regulation, court order or regulatory agency; provided that the receiving party required to make such a disclosure uses reasonable efforts to give the disclosing party reasonable prior notice of such required

disclosure (to the extent legally permitted) and provides reasonable assistance in contesting the required disclosure, at the request and cost of the disclosing party. The receiving party and its Representatives shall use commercially reasonable efforts to disclose only that portion of the Confidential Information which is legally requested to be disclosed and shall request that all Confidential Information that is so disclosed is accorded confidential treatment.

接收方得在法律、法規、法院命令或主管機關要求的範圍內將揭露方之機密資訊予以揭露；但前提是需要進行此揭露之接收方應盡合理努力，就此需要揭露事宜，事先通知揭露方（但以該通知屬法律所許可者為限），並依揭露方要求，由揭露方付費，對此必要揭露之異議，提供合理協助。接收方及其代表人應盡商業上合理努力，僅揭露依法要求揭露之機密資訊部分，並要求所有據此揭露之機密資訊應予保密。

7.3. Exceptions

例外

7.3.1. 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 use or reference to the disclosing party's Confidential Information;
由接收方獨立開發，而未使用或參照揭露方之機密資訊；
- b) has become generally known or available to the public through no act or omission by the receiving party;
因接收方不作為或過失而成為公眾普遍知悉或可取得者；
- c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions;
揭露資訊時，接收方已知此資訊不受保密限制；
- d) is lawfully acquired free of restriction by the receiving party from a third party having the right to furnish such Confidential Information; or
接收方自有權提供此類機密資訊的第三方合法取得且未受限制之資訊；或
- e) the disclosing party agrees in writing is free of confidentiality restrictions.
揭露方以書面方式同意免除保密限制者。

7.4. Destruction & Return of Confidential Information

機密資訊的銷毀和歸還

7.4.1. Upon the disclosing party's request or the effective date of expiration or termination of the Agreement, except to the extent it is legally entitled or required to retain the Confidential Information, the receiving party shall promptly destroy or return to the disclosing party, at the disclosing party's election, all materials containing the disclosing party's Confidential Information and all copies thereof, whether reproductions, summaries, or extracts thereof or based thereon (whether in hard-copy form or on intangible media), provided however that:

在揭露方的要求下或本合約到期或終止生效日期起，除經合法授權或規定保留之機密資訊外，接收方應立即依據揭露方之決定，將所有內含揭露方機密資訊的所有材料及其所有複本銷毀或歸還揭露方，無論其為前開材料之重製、摘要或摘錄（無論是紙本形式或非實體媒介），但前提是：

- a) if a legal proceeding has been instituted to seek disclosure of the Confidential Information, such material shall not be destroyed until the proceeding is settled or a final judgment with respect thereto has been rendered; and
若已提起法律程序尋求機密資訊之揭露，則在該程序和解或作出最終裁決前，不得銷毀此等資料；以及
- b) the receiving party shall not, in connection with the foregoing obligations, be required to identify or delete Confidential Information held in archive or back-up systems in accordance with general systems archiving or backup policies.
就上述義務而言，接收方無須根據一般系統封存或備份政策識別或刪除保留在封存或備份系統中的機密資訊。

7.4.2. The obligation in this Section shall not apply to Work Products provided by SAP to Customer under any Professional Services (if applicable), unless the Agreement is terminated by SAP in accordance with Section 3.2.1 above.

本文條款所規定之義務應不適用於 SAP 依據任何專業服務提供給客戶 (若適用) 的工作成果，但若 SAP 依照上述第 3.2.1 條終止合約則不在此限。

8. FEEDBACK

回饋意見

- 8.1. Customer may at its sole discretion and option provide SAP with Feedback. In such instance, SAP, SAP SE and its Affiliates may in their sole discretion retain and freely use, incorporate or otherwise exploit such Feedback without restriction, compensation or attribution to the source of the Feedback.

客戶得自行決定並選擇向 SAP 提供回饋意見。在這種情況下，SAP、SAP SE 及其關係企業得自行決定保留並自由使用、合併或以其他方式利用此等回饋意見，而無須受回饋意見來源的限制、補償或歸屬。

9. MISCELLANEOUS

雜項

- 9.1. Severability

可分性

If any provision of the Agreement is held to be wholly or in part invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement. The invalid or unenforceable provision will be replaced by a valid and enforceable provision which approximates as closely as possible the intent of the invalid or unenforceable provision. This will also apply in cases of contractual gaps.

若本合約之任何條款的全部或部分被判定為無效或無法執行，則該無效或無法執行部分將不影響本合約之其他條款。無效或不可強制執行之條款將由有效且可強制執行的條款替代，該有效且可強制執行的條款應儘量貼近無效或不可強制執行條款之意圖。此亦將適用於存在契約差距之情況。

- 9.2. No Waiver

未棄權

A waiver of any breach or obligation of the Agreement is not deemed a waiver of any other breach or obligation. 縱免除對本合約任何違約部分之責任或義務，亦不及於其他違約部分或義務。

- 9.3. Counterparts

合約份數

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

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

- 9.4. Trade Compliance

貿易法規遵循

- 9.4.1. SAP and Customer shall comply with Export Laws in the performance of the Agreement. The Cloud Services, Professional Services and Confidential Information are subject to Export Laws. Customer, its Affiliates and Authorized Users shall not directly or indirectly export, re-export, release, or transfer the Cloud Services, Professional Services, Work Products and Confidential Information in violation of Export Laws. Customer is solely responsible for compliance with Export Laws related to Customer Data, including obtaining any required export authorizations for Customer Data. Customer must not use the Cloud Service, Professional Services or Work Products from Crimea/Sevastopol, Cuba, Iran, the People's Republic of Korea (North Korea) and Syria. SAP 和客戶在履行本合約時應遵守出口法律。雲端服務、專業服務和機密資訊應受出口法律所約束。客戶、其關係企業和授權使用者不得違反出口法律直接或間接出口、轉出口、發行或傳輸雲端服務、專業服務、工作產品和機密資訊。客戶應全權負責遵守與客戶資料相關的出口法律，包括取得客戶資料所需的任何出口授權。客戶不得使用來自克里米亞/塞瓦斯托波爾、古巴、伊朗、朝鮮民主主義人民共和國 (北韓) 或敘利亞的雲端服務、專業服務或工作產品。

- 9.4.2. Upon SAP's request, Customer shall provide information and documents to support obtaining an export authorization. SAP may immediately terminate Customer's subscription to the affected Cloud Service or

Professional Services upon written notice to Customer if:

客戶應在 SAP 提出要求時，提供資訊和文件以支援取得出口授權。若符合下列情況，SAP 得於發出書面通知給客戶後，立即終止對受影響的雲端服務或專業服務之客戶訂閱：

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

9.5. Notices

通知

All notices will be in writing and given when delivered to the address set forth in an Order Form. Notices from SAP to Customer may be in the form of an electronic notice to the Customer's authorized representative or administrator. SAP may provide notice of modifications to the Cloud Service under Section 3.4 of the Cloud Terms (if applicable) via Documentation, release notes or publication. System notifications and information from SAP relating to the operation, hosting or support of the Cloud Service can also be provided within the Cloud Service, or made available via the SAP Support Portal.

所有通知於送達訂購單中所載地址時應採書面形式。SAP 向客戶發出的通知得採用電子通知的形式發送給客戶的授權代表人或管理員。SAP 得依雲端條款(若適用)第 3.4 條之規定，透過紀錄文件、發行說明或出版物提供雲端服務修改通知。由 SAP 所提供與雲端服務的營運、託管或支援相關的系統通知和資訊，也可以在雲端服務中提供，或透過 SAP 支援入口網站提供。

9.6. Assignment

轉讓

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

未經 SAP 事先書面同意，客戶不得轉讓、委外或以其他方式轉移本合約(或其中所載之權利或義務)予任第三方。SAP 得轉讓本合約予 SAP SE 或其任一關係企業。

9.7. Subcontracting

分包

9.7.1. SAP may use subcontractors to provide all or part of the applicable Cloud Service or Professional Services under the Agreement.

SAP 得依合約使用分包商來提供所有或部分適用雲端服務或專業服務。

9.7.2. SAP is responsible for:

SAP 應負責：

- a) breaches of the Agreement caused by its subcontractors in relation to the Cloud Service; and
其分包商所造成與雲端服務相關之違反本合約的行為；以及
- b) the performance of any Professional Services by a subcontractor to the same extent as it would be if performed by its own employees.
分包商履行任何專業服務的責任，應與由其自己的員工履行時所擔負之責任相同。

9.8. Relationship of the Parties

當事人間之關係

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

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

9.9. Force Majeure

不可抗力

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

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

9.10. Governing Law

準據法

The Agreement and any claims (including any non-contractual claims) arising out of or in connection with this Agreement and its subject matter will be governed by and construed under the laws of Taiwan (R.O.C). The United Nations Convention on Contracts for the International Sale of Goods and any conflicts of law principles and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement.

本合約以及由本合約及其標的所引起或與之相關的任何索賠 (包括任何非合約索賠) 將受台灣(中華民國)法律所規範並據此解釋。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) 及任何法律衝突原則，和「電腦資訊交易統一法」(Uniform Computer Information Transactions Act)。

9.11. Jurisdiction and Mandatory Venue

司法管轄權和強制管轄地

The parties submit to the exclusive jurisdiction of Taiwan Taipei District Court. The parties waive any objections to the venue or jurisdictions identified in this provision. The mandatory, sole and exclusive venue, place or forum for any disputes arising from the Agreement (including any dispute regarding the existence, validity or termination of the Agreement) shall be Taiwan Taipei District Court.

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

9.12. 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 the Agreement. Terms and conditions of any Customer issued purchase order shall 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標的相關之商業關係的完全和排他合約聲明。先前所有陳述、討論和文書 (包括任何保密協議) 已併入本合約，並由本合約取代之，雙方當事人不得主張該等陳述、討論和文書。除本合約許可之情況外，本合約僅於雙方書面簽署後始得修改。任何客戶簽發的採購單之條款與條件均無效力，即使 SAP 接受或未以其他方式拒絕採購單亦同。

9.13. 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。

CLOUD TERMS

雲端條款

1. DEFINITIONS

定義

- 1.1. **“Subscription Term”** means the initial subscription term and, if applicable any renewal subscription term of a Cloud Service identified in the Order Form.

「訂閱條款」係指訂購單所載之雲端服務初始訂閱期限以及 (若適用) 任何續約訂閱期限。

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

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

2. USAGE RIGHTS AND RESTRICTIONS

使用權利與限制

- 2.1. Grant of Rights

授予權利

During the Subscription Term, SAP grants to Customer a non-exclusive and non-transferable right to use the Cloud Service (including its implementation and configuration), SAP Materials and Documentation solely for Customer's and its Affiliates' internal business operations and in accordance with the terms and conditions of the Agreement. Customer may use the Cloud Service world-wide, except Customer shall not use the Cloud Service from countries where such use is prohibited by Export Laws. Permitted uses and restrictions of the Cloud Service also apply to SAP Materials and Documentation relating to the Cloud Service.

訂閱期間內，SAP 授予客戶非專屬、不可轉讓之權利，客戶僅得基於本身及其關係企業之內部業務營運，依本合約之條款與條件，使用雲端服務 (包含其實作與設定)、SAP 資料與紀錄文件。客戶得於全球使用雲端服務，但客戶不得在其出口法律禁止此等使用之國家使用雲端服務。雲端服務之允許使用及限制，同時亦適用於雲端服務相關之 SAP 資料與紀錄文件。

- 2.2. Authorized Users

授權使用者

Customer may permit Authorized Users to use the Cloud Service. Usage is limited to the Usage Metrics and volumes stated in the Order Form. Access credentials for the Cloud Service may not be used by more than 1 individual but may be transferred from 1 individual to another if the original user is no longer permitted to use the Cloud Service. Customer is responsible for breaches of the Agreement caused by Authorized Users.

客戶得允許授權使用者使用雲端服務，但其使用須限於訂購單所載之使用度量與數量。雲端服務之存取憑證不得供多人使用，但若原始使用者無法再使用雲端服務，則可轉讓給他人。客戶應擔負授權使用者違約之責。

- 2.3. Verification of Use

使用驗證

Customer will monitor its own use of the Cloud Service and report any use in excess of the Usage Metrics and volume. SAP may monitor use to verify compliance with Usage Metrics, volume and the Agreement.

客戶可監督其本身使用雲端服務之情況，並於超出使用度量與數量時提出報告。SAP 亦得進行監督，以確認是否符合使用度量、數量及本合約之規範。

- 2.4. Suspension of Cloud Service

暫停提供雲端服務

SAP may suspend or limit use of the Cloud Service if continued use may result in material harm to the Cloud Service or its users. SAP will promptly notify Customer of the suspension or limitation. SAP will limit a suspension or limitation in time and scope as reasonably possible under the circumstances.

若繼續使用可能會對雲端服務或其使用者造成重大損害，SAP 得暫停或限制對雲端服務之使用，並立即通知客戶有關中止或限制服務之訊息。SAP 應於合理時間及範圍內提出中止或限制。

2.5. Third Party Web Services

第三方網路服務

The Cloud Service may include integrations with web services made available by third parties (other than SAP SE or its Affiliates) that are accessed through the Cloud Service and are subject to terms and conditions with those third parties. These third party web services are not part of the Cloud Service and the Agreement does not apply to them. SAP is not responsible for the content of these third party web services.

雲端服務可能整合第三方 (不含 SAP SE 或其關係企業) 所提供，並透過雲端服務存取之 Web 服務，且需遵守該第三方之條款與條件。上述第三方 Web 服務並非雲端服務之一部分，亦不受本合約所規範。SAP 無須對這些第三方 Web 服務的內容負責。

2.6. Mobile Access to Cloud Service

行動存取雲端服務

Authorized Users may access certain Cloud Services through mobile applications obtained from third party websites such as Android or Apple app stores. The use of mobile applications may be governed by the terms and conditions presented upon download/access to the mobile application and not by the terms of the Agreement.

授權使用者得自第三方網站，如 Android 或 Apple 之 App store，取得行動應用程式並透過其存取特定雲端服務。如客戶下載/存取該行動應用程式時，已向其提出條款與條件，則使用此類行動應用程式得受該條款與條件規範，不受本合約之限制。

2.7. On-Premise Components

內部部署元件

The Cloud Service may include on-premise components that can be downloaded and installed (including updates) by Customer. The System Availability SLA does not apply to these on-premise components. Customer may only use the on-premise components during the Subscription Term.

雲端服務得包含可供客戶下載和安裝 (包括更新) 的內部部署元件。系統可用性 SLA 不適用於這類內部部署元件。訂閱期間內，客戶僅得使用該內部部署元件。

3. SAP RESPONSIBILITIES

SAP 之責任

3.1. Provisioning

佈建

SAP makes the Cloud Service available and is responsible for its operation.

SAP 會提供雲端服務並負責其營運。

3.2. Support

支援

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

SAP 依訂購單所指提供雲端服務之各項支援。

3.3. Security

安全性

SAP will implement and maintain appropriate technical and organizational measures to protect the personal data processed by SAP as part of the Cloud Service as described in the applicable Data Processing Agreement incorporated into the Order Form in compliance with applicable data protection law.

SAP 將實施和維護適當的技術和組織措施，以保護 SAP 視同雲端服務的一部分而處理的個人資料，詳如符合適用之資料保護法併入訂購單中之適用資料處理合約中所述。

3.4. Modifications

修改

3.4.1. Scope

範圍

3.4.1.1. As the Cloud Service evolves, SAP may improve or modify the Cloud Service (including support services, Maintenance Windows and Major Upgrade Windows). This includes the option to remove functionality from the Cloud Service where SAP either provides a functional equivalent or where this does not materially reduce key functionality of the Cloud Service. Functionality beyond the initial scope of the Cloud Service may be subject to additional terms and Customer's use of such additional functionality shall be subject to those terms. 隨著雲端服務的發展，SAP 可能會改善或修改雲端服務 (包括支援服務、維護時間範圍和主要升級時間範圍)。其中包括從雲端服務移除功能的選項，前提是 SAP 會提供等效功能或這麼做並不會顯著減少雲端服務的重要功能。超出雲端服務初始範圍的功能得受附加條款的規範，客戶對此類附加功能的使用應受這些條款所規範。

3.4.2. Notice of Modifications 修改通知

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

SAP 應事先於足夠時間內，就雲端服務之修改通知客戶。SAP 應在更改其維護和主要升級時間範圍以及支援服務之前，提前一個月通知客戶，除非此等更改是減少適用的維護或主要升級時間範圍的持續期間。

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

若在合理情況下，SAP 從雲端服務中移除功能但不提供等效功能，SAP 應提前 6 個月通知客戶。

3.4.3. Customer Termination 客戶終止

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

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

4. CUSTOMER AND PERSONAL DATA 客戶及個人資料

4.1. Customer Ownership and responsibilities 客戶所有權和責任

4.1.1. Customer retains all rights in the Customer Data. SAP may use Customer provided trademarks solely to provide and support the Cloud Service.

客戶保留客戶資料中之所有權利。SAP 得使用客戶所提供之商標，但僅限提供及支援雲端服務之用。

4.1.2. Customer is responsible for the Customer Data and entering it into the Cloud Service. Customer grants to SAP (including SAP SE, its Affiliates and subcontractors) a non-exclusive right to process and use Customer Data to provide and support the Cloud Service and as set out in the Agreement.

客戶負責提供客戶資料，並將其輸入雲端服務。客戶授予 SAP (包含 SAP SE、其關係企業與分包商) 處理及使用客戶資料之非專屬權利，惟僅用於提供和支援雲端服務且依合約之規定進行。

4.1.3. Customer will collect and maintain all personal data contained in the Customer Data in compliance with applicable data privacy and protection laws.

客戶將在遵守適用的資料隱私規範和資料保護法的情況下，收集並維護客戶資料中包含的所有個人資料。

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

客戶應為其授權使用者對於雲端服務之使用，維持商業上合理之安全標準。未經 SAP 事先核准，客戶不得進行或授權對雲端服務的滲透性測試。

4.2. Access to Customer Data 存取客戶資料

- 4.2.1. During the Subscription Term, Customer can access its Customer Data at any time. Customer may export and retrieve its Customer Data in a standard format. Export and retrieval may be subject to technical limitations, in which case SAP and Customer will find a reasonable method to allow Customer access to Customer Data.
客戶得於訂閱期間內隨時存取其客戶資料。客戶得使用標準格式匯出和擷取其客戶資料。匯出和擷取可能受技術限制所拘束，在此情況下，SAP 和客戶應提出允許客戶存取客戶資料之合理方式。
- 4.2.2. Before the Subscription Term expires, Customer may use SAP's self-service export tools (as available) to perform a final export of Customer Data from the Cloud Service.
在訂閱期間屆滿之前，客戶得使用 SAP 自助匯出工具 (如適用)，自雲端服務執行客戶資料最終匯出作業。
- 4.2.3. At the end of the Agreement, SAP will delete the Customer Data remaining on servers hosting the Cloud Service, unless applicable law requires retention. Retained data is subject to the confidentiality provisions of the Agreement.
本合約終止時，除相關法令要求保存該等資料外，SAP 將刪除託管雲端服務之伺服器中所存放的客戶資料。保存的資料受本合約之保密條款規範。
- 4.2.4. In the event of third party legal proceedings relating to the Customer Data, SAP will cooperate with Customer and comply with applicable law (both at Customer's expense) with respect to handling of the Customer Data.
若第三方提起與客戶資料相關之法律訴訟，SAP 應與客戶合作，並遵循處理客戶資料之相關適用法律 (均由客戶自行負擔費用)。

5. TERMINATION 終止

5.1. Termination of Agreement for Cloud Services 雲端服務合約之終止

In addition to the party's right to terminate as specified in Section 3.2 of the General Terms, a party may terminate the Agreement as permitted under Sections 3.4.3, 6.3.b), and 6.4.3 of these Cloud Terms and Sections 4.1.4 and 9.4 of the General Terms with termination effective 30 days after receipt of notice in each of those cases.

除了依據一般條款第 3.2 條指定之雙方當事人終止權利，雲端條款第 3.4.3 條、第 6.3.b) 條及第 6.4.3 條和一般條款第 4.1.4 條及第 9.4 條允許一方當事人得終止本合約。在以上各種情況下，自接收通知後三十日終止生效。

5.2. Refund and Payments 退款與付款

For termination by Customer or a termination in accordance with Section 4.1.4 or 9.4 of the General Terms, Customer will be entitled to:

客戶提出終止或依照一般條款第 4.1.4 條或第 9.4 條之規定而終止時，客戶將有權：

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

5.3. Effect of Expiration or Termination 期滿或終止之效力

Upon the effective date of expiration of the Subscription Term or termination of the Agreement, Customer's right to use the Cloud Service will end.

訂閱期間期滿或本合約終止生效之日起，客戶使用雲端服務之權利及結束。

6. WARRANTIES

擔保

6.1. Compliance with Law

法規遵循

Each party warrants its current and continuing compliance with all laws and regulations applicable to it in connection with:

雙方保證自即日起將持續遵循與下列事項有關之所有適用法律和法規：

- a) in the case of SAP, the operation of SAP's business as it relates to the Cloud Service; and
在 SAP 一方，涉及雲端服務時，則為 SAP 業務營運；
- b) in the case of Customer, the Customer Data and Customer's use of the Cloud Service.
在客戶一方，則為客戶資料和客戶對於雲端服務之使用。

6.2. Good Industry Practices

業界實務典範

SAP warrants that it will provide the Cloud Service:

SAP 保證其提供雲端服務時：

- a) in substantial conformance with the applicable Documentation; and
應確實遵守適用文件之規定；且
- b) with the degree of skill and care reasonably expected from a skilled and experienced global supplier of services substantially similar to the nature and complexity of the Cloud Service.
提供客戶專業技能與保護措施，且須符合具備專業技能、豐富經驗之全球供應商之合理期待，並其本身所提供之服務本質與複雜性皆類似於雲端服務者。

6.3. Remedy

補救措施

Customer's sole and exclusive remedies and SAP's entire liability for breach of the warranty under Section 6.2 above will be:

SAP 違反上述第 6.2 條之保證規定，客戶唯一、排他性的補救及 SAP 的全部責任如下：

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

6.4. System Availability

系統可用性

6.4.1. SAP warrants to maintain an average monthly system availability for the production system of the Cloud Service as defined in the applicable Service Level Agreement or Supplement ("SLA").

SAP 保證依適用之服務層級合約或補充條款 (以下簡稱「SLA」) 所定義，維持雲端服務生產系統的每月平均系統可用性。

6.4.2. Customer's sole and exclusive remedy for SAP's breach of the SLA is the issuance of a credit in the amount described in the SLA. Customer will follow SAP's posted credit claim procedure. When the validity of the service credit is confirmed by SAP in writing (email permitted), Customer may apply the credit to a future invoice for the Cloud Service or request a refund for the amount of the credit if no future invoice is due. Service credits are in addition to other contractual remedies, but any credits paid will be offset against any damages awarded. 因 SAP 違反 SLA 而給予客戶的唯一且專屬之補救措施，係提供 SLA 所載之金額發放扣抵額度。客戶將遵循 SAP 發佈之扣抵索賠程序。SAP 以書面 (可使用電子郵件) 確認服務扣抵為有效時，客戶得對雲端服務將來開

立之發票申請扣抵，若日後並無發票到期，亦可請求退還扣抵金額。服務扣抵為其他契約所定補償以外之補償方式，但已付之扣抵額將抵銷其所承擔之損害。

6.4.3. In the event SAP fails to meet the SLA:

若 SAP 未符合 SLA：

- a) for 4 consecutive months; or
連續 4 個月；或
- b) for 5 or more months during any 12-month period; or
在任何十二個月期間內超過 5 個月；或
- c) at a system availability level of at least 95% for 1 calendar month,
一個日曆月中系統可用性層級至少 95%。

Customer may terminate its subscriptions for the affected Cloud Service by providing SAP with written notice within 30 days after the failure.

客戶得於上開情形發生之日起三十日內以書面通知 SAP，終止訂閱該受影響之雲端服務。

6.5. Warranty Exclusions

擔保之除外條款

The warranties in Sections 6.2 and 6.4 of this Section will not apply if:

第 6.2 條和第 6.4 條所定之保證不適用於下列情形：

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

7. THIRD PARTY CLAIMS

第三方索賠

7.1. Claims Brought Against SAP

對 SAP 提出之索賠

Customer will defend SAP against claims brought against SAP, SAP SE, its Affiliates and subcontractors by any third party related to Customer Data. Customer will indemnify SAP against all damages finally awarded against SAP, SAP SE, its Affiliates and subcontractors (or the amount of any settlement Customer enters into) with respect to these claims.

客戶應為 SAP 抗辯，使之免受任何第三方就客戶資料等相關事由，而向 SAP、SAP SE 及其關係企業與分包商提出之索賠。就上述索賠，若 SAP、SAP SE 及其關係企業與分包商最終承擔損害賠償金（或客戶達成任何和解金額），客戶應使 SAP、SAP SE 及其關係企業與分包商免責。

PROFESSIONAL SERVICES TERMS

專業服務條款

1. DEFINITIONS

定義

- 1.1. **“Change Request”** means a change request made in accordance with Section 4 below and in the form made available by SAP from time to time or included in the Order Form.
「變更請求」係指照下述第 4 條之規定、並依 SAP 不時提供或訂購單中所納入的方式提出之變更請求。
- 1.2. **“Consultants”** means employees and contractors which SAP utilizes to provide Professional Services to Customer.
「顧問」係指 SAP 用於向客戶提供專業服務的員工和承包商。
- 1.3. **“Deliverables”** means those specific Work Products which are explicitly identified as a “Deliverable” under the applicable Order Form.
「交付項目」係指適用訂購單中明確識別為「交付項目」之特定工作成果。
- 1.4. **“License Agreement”** means the agreement between Customer and SAP (or an SAP SE Affiliate, or an authorized reseller) under which Customer procured the rights to use a Cloud Service.
「授權合約」係指客戶與 SAP (或 SAP SE 關係企業或授權轉銷商) 之間的合約；客戶依此合約購買雲端服務的使用權利。
- 1.5. **“Material Defect”** means the Deliverable fails to substantially comply with the applicable and corresponding acceptance criteria for that Deliverable set forth in the Order Form.
「重大瑕疵」係指交付項目實質上無法符合訂購單所載之該交付項目的相關與相應驗收標準。
- 1.6. **“Scope Document”** means the document that is provided with and becomes part of the Order Form and which defines sometimes in conjunction with a Service Description the Professional Services to be provided.
「範圍文件」係指與訂購單一起提供並成為訂購單一部分之文件，有時其與服務說明一起定義要提供的專業服務。
- 1.7. **“Service Description”** means pre-defined descriptions of services found at <http://www.sap.com/servicedescriptions> current as of the effective date of the Order Form which in conjunction with a Scope Document defines the Professional Services to be provided and becomes part of the Order Form.
「服務說明」係指可於 <http://www.sap.com/servicedescriptions> 上找到的預先定義的服務說明，以訂購單生效日期的最新版本為準，與範圍文件一起定義了 SAP 將提供的專業服務，並成為訂購單的一部分。
- 1.8. **“Work Product”** means any work product or tangible results produced by or with SAP, including works created for or in cooperation with Customer.
「工作產品」係指由 SAP 產生或與 SAP 共同產生的任何工作產品或有形結果，包括為客戶建立或與客戶合作建立的作品。

2. PROVISION OF PROFESSIONAL SERVICES

提供專業服務

- 2.1. Performance
效能
- 2.1.1. SAP will provide the Professional Services in accordance with the Order Form and these GTC.
SAP 將依照訂購單與本 GTC 提供專業服務。
- 2.1.2. If any Professional Service, in whole or in part, cannot be provided by SAP due to a Customer issue and Customer fails to provide SAP with reasonable advance notice, the time spent by the Consultants on such Professional Service will be charged to Customer.
若因為客戶的問題導致 SAP 無法提供全部或部分的任何專業服務，且客戶未能向 SAP 提出合理的事先通知，則雙方同意由顧問為此類專業服務所花時間應由客戶付帳。

2.2. Time not of Essence

時間非本合約要件

All dates with respect to performance of the Professional Services are estimated and time shall not be deemed of the essence.

專業服務履行之所有日期皆為預估日期，時間非本合約要件。

2.3. Acceptance

驗收

2.3.1. If the applicable Order Form expressly states that the Deliverables are subject to acceptance and does not otherwise specify an acceptance procedure, the following acceptance procedure applies:

如果適用的訂購單明確聲明交付項目需受驗收所拘束，且不會另行指定驗收程序，則適用以下驗收程序：

- a) Upon delivery by SAP of a completed Deliverable, Customer shall have 10 calendar days to accept or reject the Deliverable due to a Material Defect, based on the acceptance criteria set forth in the Order Form for that Deliverable (“**Acceptance Period**”).

SAP 一旦交付完整交付項目，客戶應有 10 個日曆日可根據該交付項目的訂購單所記載的驗收標準判斷是否有重大瑕疵，決定接受或拒絕交付項目 (以下稱「**驗收期**」)。

- b) If the relevant Deliverable passes the acceptance criteria set forth in the Order Form, Customer shall accept the Deliverable. Acceptance will not be unreasonably withheld by Customer. If Customer notifies SAP that it has rejected the Deliverable due to a Material Defect, Customer shall provide written notice, within such 10-day period, specifying the basis of the Material Defect.

如果相關交付項目通過訂購單中所規定之驗收標準，客戶應接受交付項目。客戶不得無故不通過交付項目的驗收。若客戶通知 SAP，已由於重大瑕疵拒絕交付項目，則客戶應於十天期間內提供書面聲明，並指出重大瑕疵的根據。

- c) SAP shall have a reasonable period to cure and redeliver the Deliverable for an additional Acceptance Period. If Customer fails to reject any Deliverable within the Acceptance Period, in a written document specifying the Material Defect, Customer shall be deemed to have accepted such Deliverable as of the 10th day of the Acceptance Period.

SAP 應在合理期間內彌補瑕疵，並在額外的驗收期之內重新交付交付項目。若客戶未在驗收期內拒絕任何交付項目並以書面文件指出重大瑕疵，則視為客戶在 10 天驗收期過後接受該交付項目。

- d) Upon acceptance of a Deliverable, all Professional Services associated with such Deliverable shall be deemed accepted and SAP shall have no further obligation with respect to an accepted Deliverable. Customer shall not make productive use of a Deliverable, unless it has been accepted by Customer (either expressly or by passage of time).

客戶接受交付項目，即應視為接受與該交付項目關聯之所有專業服務，且 SAP 不再承擔已接受交付項目相關之進一步義務。除非客戶已經接受交付項目 (明確或隨時時間推移而接受)，否則不得以正式運作目的使用交付項目。

- e) If the applicable Order Form does not expressly specify acceptance criteria for a Deliverable, such Deliverable will be deemed accepted upon delivery.

若適用的訂購單並未明示指定交付項目的驗收標準，則此等交付項目將於交付時視同已接受。

3. CUSTOMER'S RESPONSIBILITIES

客戶的責任

3.1. Responsibilities

責任

3.1.1. Customer will make the necessary arrangements to allow SAP to perform the Professional Services.

客戶需負責作出必要的安排讓 SAP 履行專業服務。

3.1.2. Customer shall provide and make available all Customer personnel that SAP reasonably requires in connection with performance of the Professional Services and as may be further addressed in an applicable Order Form.

客戶應向 SAP 提供 SAP 為履行專業服務而合理要求，以及相關訂購單中提及需要的客戶之所有可用人員。

3.1.3. If the Professional Services are performed at Customer's site, Customer agrees to provide necessary access to its site including appropriate access to Customer premises, computer systems and other facilities.
若在客戶所在地提供專業服務，客戶同意提供其所在地的必要存取權，包括對客戶的辦公場所、電腦系統和其他設施的適當存取權。

3.1.4. Customer shall appoint a contact person with the authority to make decisions and to supply SAP with any necessary or relevant information expeditiously.
客戶應指定一名聯絡人，其應有權進行決策以及將任何必要或相關資訊迅速提供予 SAP。

3.1.5. Customer shall ensure to have all necessary license rights including third party license rights required to allow SAP to perform the Professional Services.
客戶應確保已具備允許 SAP 履行專業服務所需之必要授權權利，包括第三方授權權利。

4. CHANGE REQUEST PROCEDURES

變更請求程序

4.1. Change Requests

變更請求

4.1.1. Either party can request changes to the Professional Services.

任何一方均可以請求變更專業服務。

4.1.2. SAP is not required to perform under a Change Request prior to the execution by the parties of the applicable Change Request.

在各方當事人簽署適用的變更請求之前，SAP 不需要根據變更請求執行。

5. SATISFACTION WITH PERSONNEL

對人員的滿意度

5.1. If at any time Customer or SAP is dissatisfied with the material performance of a Consultant or a Customer project team member, the dissatisfied party shall promptly report such dissatisfaction to the other party in writing and may request a replacement. The other party will use its reasonable discretion in accomplishing any such change (which also, in the case of SAP, shall be subject to staffing availability).

若客戶或 SAP 在任何時間對於顧問或客戶的專案團隊成員的重大績效不滿意，不滿意的一方當事人應及時以書面形式向另一方當事人報告該不滿意的內容，並得要求替換人員。另一方當事人應在合理斟酌的基礎上完成任何該類變更 (SAP 在處理時需應視人力配置供應情況而定)。

6. TERM AND TERMINATION

期間和終止

6.1. Term of Order Form for Professional Services

專業服務訂購單期間

Each Order Form shall remain in effect until end of term specified in the Order Form or on completion of the Professional Services in accordance with the Agreement unless terminated earlier by either party in accordance with this Section 6. For clarity, the termination of any particular Professional Service in accordance with this Section 6 shall not cause or result in termination of any other Professional Services ordered under the same Order Form nor reduce the Customer's liability for payments to SAP.

各訂購單應持續有效直至訂購單中所指定的期間結束或依照本合約完成服務為止，但若任一方當事人依照本 GTC 另行提前終止者，不在此限 6。未免疑義，依第 6 條規定終止任何特定專業服務，同一訂購單之其他專業服務不受影響，亦不減少客戶應付予 SAP 之款項。

6.2. Termination of Professional Services Order Form

專業服務訂購單之終止

Either party may terminate a Professional Services Order Form (excluding fixed-price Professional Services, Premium Engagement Services and subscriptions or monthly reoccurring Professional Services) upon 30-days prior written notice to the other party, unless otherwise agreed in a Professional Services Order Form.

任一方當事人得終止專業服務訂購單 (不包括固定價格制專業服務、Premium Engagement Services 和訂閱型

或每月週期性專業服務之合約)，其應於 30 天前發出事先書面通知另一方當事人，但若專業服務訂購單中另行商定者，不在此限。

6.3. Effect of termination

終止之效力

6.3.1. Customer shall be liable for payment of all costs, fees and expenses up to the effective date of termination for:

客戶應負責承擔下列項目之所有成本、費用和支出的款項，直至其終止生效日期為止：

- a) any completed, partially completed or scheduled Professional Services from any phase or milestone;
從任何階段或里程碑而言，任何已完成、部分完成或排程的專業服務；
- b) any reasonable committed costs or expenses; and
任何合理承諾的成本或開支；以及
- c) any non-refundable travel costs including visa costs and related expenses.
任何不可退款的差旅費用，包括簽證費和相關費用。

6.3.2. The obligation to return or destroy Confidential Information does not apply to Work Products that are provided by SAP to Customer, unless the Order Form or Agreement is terminated by SAP in accordance with Section 3.2.1 of the General Terms.

返回或銷毀機密資訊之義務並不適用於由 SAP 提供給客戶之工作成果，除非訂購單或合約係由 SAP 依據一般條款之第 3.2.1 條規定終止。

7. WARRANTY

擔保

7.1. Good industry practices

業界實務典範

7.1.1. SAP warrants that:

SAP 保證：

- a) its Professional Services will be performed in a professional workman-like manner by Consultants with the skills reasonably required for the Professional Services; and
其專業服務將由顧問以專業方式進行，且顧問必須具備專業服務合理要求的技能；以及
- b) for 90 days following provision of the Professional Service, the Deliverables will materially conform with the applicable specifications for that Deliverable. For clarity, the warranty period for Deliverables (if any) resulting from any subscription based Professional Services will in no event exceed the termination date of the subscription based Professional Services.

在提供專業服務後 90 天內，交付項目將實質符合該交付項目的適用規格。為免除疑義，因訂閱型專業服務所衍生之交付項目之保固期 (如有) 在任何情況下均不超過訂閱型專業服務的終止日期。

7.1.2. SAP does not warrant error-free or uninterrupted operation of any Professional Service or Deliverable or that SAP will correct all non-conformities.

SAP 不保證任何專業服務或交付項目無錯誤或不中斷運作，亦不保證 SAP 將改正所有不合規項目。

7.2. Notification

通知

7.2.1. Customer shall notify SAP within 90 days of provision of the Professional Service or Deliverable in writing of the alleged warranty breach and provide SAP with a precise description of the problem and all relevant information reasonably necessary for SAP in order to rectify such warranty breach.

客戶應於專業服務或交付項目提供後的 90 天內，以書面通知 SAP 所聲稱的擔保違反情事，並應對 SAP 提供問題的準確描述，以及使 SAP 能糾正此類擔保違反情事的所有合理必要相關資訊。

7.3. Remedy

補救措施

Provided Customer has notified SAP in accordance with Section 7.1.2 of a warranty breach and SAP validates the existence of such warranty breach, SAP will, at its option:

若客戶已依照第 7.1.2 條之規定，將擔保違反情事通知 SAP，且 SAP 驗證此等擔保違反情事之存在情況，則 SAP 將自行選擇：

- a) re-perform the applicable Professional Services or Deliverable; or
重新履行適用的專業服務或交付項目；或
- b) refund the fee paid or reallocate quota for the specific non-conforming Professional Service or Deliverable.
退還已支付的費用或重新分配特定不符規定的專業服務或交付項目的配額。

This is Customer's sole and exclusive remedy for a warranty breach.

上述為就擔保違反情事給予客戶的唯一且專屬的補救措施。

7.4. Exclusions

除外狀況

This warranty shall not apply:

本擔保應不適用於下列情況：

- a) if the Deliverables are not used in accordance with any applicable Documentation provided; or
未依照所提供之任何相關紀錄文件使用交付項目；或
- b) if the alleged warranty breach is caused by a modification to the Deliverable, Customer or third party software.
因修改交付項目、客戶或第三方軟體而引起之聲稱的擔保違反情事。

8. THIRD PARTY CLAIMS

第三方索賠

8.1. Claims Brought Against SAP

對 SAP 提出之索賠

8.1.1. Customer shall defend SAP and its Affiliates against claims brought against SAP by any third party arising from or related to:

客戶應為 SAP 及其關係企業辯護，使其免於受任何第三方出於下列原因或涉及下列原因提出之索賠：

- a) any Customer use of the Professional Services in violation of any applicable law or regulation; and
任何客戶使用專業服務違反相關法律或法規；以及
- b) an allegation that the Customer Data, Customer's use of the Professional Services or anything Customer has provided to SAP including access to third party software or proprietary information violates, infringes or misappropriates the rights of a third party.
主張客戶資料、客戶對於專業服務的使用或客戶提供給 SAP 的任何內容，包括對第三方軟體或專屬資訊之存取，違反、侵犯或濫用第三方的權利。

8.1.2. The foregoing shall apply regardless of whether such damage is caused by the conduct of Customer and/or its named users or by the conduct of a third party using Customer's access credentials.

不論此類損害是否由客戶和/或其指定用戶的行為或使用客戶存取憑證的第三方之行為所致，上述規定均應適用。

9. INTELLECTUAL PROPERTY RIGHTS

智慧財產權

9.1. Any Professional Services, Deliverables and Work Products provided by SAP to Customer prior to the execution of an applicable Order Form or a Change Request are the sole property and Confidential Information of SAP and shall be governed by the terms of the Agreement. If no Order Form is completed, all Professional Services, Work Products and Deliverables must be returned or deleted and must not be used.

在簽署適用訂購單或變更請求之前，由 SAP 提供給客戶的任何專業服務、交付項目和工作產品完全屬於 SAP，且為 SAP 的機密資訊，應受本合約條款約束。若未填寫訂購單，則所有專業服務、工作成果和交付項目必須予以歸還或刪除，不得加以使用。

9.2. Once all amounts due under an Order Form are paid in full and all claims have been satisfied, Customer will be granted a non-exclusive, non-transferable license to use any Deliverables and Work Products provided to it by SAP under a relevant Order Form under the Agreement in order to run Customer's and its Affiliates' internal business operations. This license will be granted to the same extent and term as the License Agreement. The foregoing will be subject to Customer's compliance with the terms of the License Agreement and this Agreement. Customer may allow its third party service providers to access the Deliverables, Work Product and Professional Services of SAP solely for purposes of supporting the Customer or its Affiliates and provided that such third party service provider is obligated under substantially similar written terms to protect SAP Confidential Information. Customer shall be responsible for breaches of the Agreement caused by its third party service providers. Customer must immediately notify SAP in writing if any third party gains unauthorized access to SAP proprietary materials or Confidential Information. Customer shall take all reasonable steps to stop such unauthorized access.

一旦依訂購單的所有應付款項全部付清且滿足所有主張，將授予客戶非專屬、不可轉讓的使用權，得以使用由 SAP 依合約根據相關訂購單所提供的任何交付項目和工作產品來執行客戶及其關係企業的內部業務營運。本使用權的授予範圍和期間將與授權合約的規定相同。上述內容將以客戶遵循授權合約和本合約的條款為前提。客戶僅得基於支援客戶或其關係企業的目的而允許其合作夥伴服務供應商存取 SAP 的交付項目、工作產品和專業服務，且前提是此類合作夥伴服務供應商有義務根據實質相似的書面條款保護 SAP 機密資訊。客戶對其合作夥伴服務供應商所造成的違反合約情事應全權負責。若任何第三方未經授權存取 SAP 專有資料或機密資訊，客戶必須立即以書面通知 SAP。客戶應採取一切合理步驟制止此等未經授權的存取。

10. SYSTEM SECURITY AND DATA SAFEGUARDS

系統安全和資料保障

10.1. When SAP is given access to Customer's systems and data, SAP shall comply with Customer's reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. In connection with such access, Customer shall be responsible for providing Consultants with user authorizations and passwords to access its systems and revoking such authorizations and terminating such access, as Customer deems appropriate from time to time. Customer shall not grant SAP access to Customer systems or personal information (of Customer or any third party) unless such access is essential for the performance of Professional Services under the Agreement. The parties agree that no breach of this provision shall be deemed to have occurred in the event of SAP non-conformance with the aforementioned safeguard but where no personal information has been compromised.

SAP 為客戶提供系統和資料的存取時，SAP 應遵守客戶的合理行政、技術和實體安全保障要求，從而保護此類資料並防止未經授權的存取。對於此類存取，客戶應負責向顧問提供用以存取其系統的使用者授權和密碼，以及負責撤銷此等授權和終止此類存取，惟以客戶於不同時間認為適當為宜。客戶不得授予 SAP 存取客戶的系統或個人資訊（屬於客戶或任何第三方），除非此類存取對於依本合約履行專業服務係屬必不可少。雙方同意，如發生 SAP 不符合上述保障要求，但也沒有個人資訊失密事件發生的情況，則可認為沒有違反這一規定。

11. NON-SOLICITATION

招攬回避

11.1. Neither party shall knowingly solicit or hire, any of the other party's employees involved in the Professional Services during the term of the applicable Order Form and for a period of 6 months from the termination thereof, without the express written consent of the other party. This provision shall not restrict the right of either party to recruit generally in the media.

在適用訂購單有效期間與其終止後之 6 個月期間，未經另一方當事人明確書面同意，任一方當事人皆不得有意徵求或聘僱另一方涉及本專業服務之相關員工擔任任何職位。本規定不得限制任何一方透過媒體進行一般性聘僱的權利。

12. PUBLICITY

公開宣傳

12.1. 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。