

GENERAL TERMS AND CONDITIONS FOR SAP SOFTWARE AND SUPPORT (“GTC”)

SAP 軟體與支援之一般條款與條件 (以下稱「GTC」)

1. DEFINITIONS

名詞定義

- 1.1. “**Add-on**” means any development that adds new and independent functionality, but does not modify existing SAP functionality, and is developed using SAP application programming interfaces or other SAP code that allows other software products to communicate with or call on SAP Software.
「**附加元件**」係指加入新功能與獨立功能但不修改現有的 SAP 功能的任何開發，並且使用 SAP 應用程式編程介面或其他 SAP 代碼進行開發，允許其他軟體產品與 SAP 軟體通訊或叫用 SAP 軟體。
- 1.2. “**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 或客戶對其直接或間接持有超過 50% 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。
- 1.3. “**Agreement**” means the agreement as defined in the Order Form.
「**合約**」係指依訂購單所定義之合約。
- 1.4. “**Business Partner**” means a legal entity that requires access to the Software 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，需要存取軟體之法律實體。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. “**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; including, without limitation, information from, about or concerning any third party that is disclosed under this Agreement.
「**機密資訊**」係指揭露方禁止相關人等不加限制而揭露予他人之下列資訊：揭露方或其代表人，在揭露時指定為機密、內部和/或專屬之資訊，或鑒於資訊的性質及揭露時的情況，應在揭露時合理將其視為機密資訊者；包括但不限於根據本合約揭露來自任何第三方或與任何第三方相關之資訊。

In addition, Confidential Information means, with respect to Customer, Customer's marketing and business plans and/or financial information, and with respect to SAP:

此外，就客戶而言，機密資訊係指客戶的行銷和業務計劃和/或財務資訊，以及就 SAP 而言係指：

- a) the Software and Documentation and other SAP Materials, including, without limitation, the following information regarding the Software:
軟體與紀錄文件及其他 SAP 材料，包括但不限於下列與軟體相關之資訊：
- i. computer software (object and source codes), programming techniques and programming concepts, methods of processing, system designs embodied in the Software;
電腦軟體 (目的碼與原始碼)、編程技術和編程概念、處理方法、軟體中體現的系統設計；
 - ii. benchmark results, manuals, program listings, data structures, flow charts, logic diagrams, functional specifications, file formats; and
基準測試結果、手冊、程式清單、資料結構、流程圖、邏輯圖、功能規格、檔案格式；以及
 - iii. discoveries, inventions, concepts, designs, documentation, product specifications, application program interface specifications, techniques and processes relating to the Software;
發現、發明、概念、設計、紀錄文件、產品規格、應用程式介面規格、軟體相關技術和程序；
- b) the research and development or investigations of SAP; and
SAP 的研發或調查；以及

- c) product offerings, content partners, product pricing, product availability, technical drawings, algorithms, processes, ideas, techniques, formulas, data, schematics, trade secrets, know-how, improvements, marketing plans, forecasts and strategies.
產品優惠方案、內容夥伴、產品價格、產品供應性、技術繪圖、演算法、程序、構想、技術、公式、資料、簡圖、營業秘密、專業知識、改良、行銷計劃、預測和策略。
- 1.6. **“Designated Unit”** means information technology devices (e.g., hard disks or central processing units) identified by Customer pursuant to the Agreement that have been officially made known to the public as appropriate for Use or interoperation with the Software.
「指定單元」係指客戶根據本合約確定之資訊技術裝置 (例如, 硬碟或中央處理單元), 且已正式為大眾所知曉, 可根據適當情況與軟體結合使用或互操作。
- 1.7. **“Documentation”** means SAP’s then current technical and functional documents (for the licensed Software) located at <https://help.sap.com> or made available to the Customer as part of the Software.
「紀錄文件」係指 SAP 現有技術與功能文件 (已授權之軟體適用), 其放置於 <https://help.sap.com> 或視同軟體的一部分提供予客戶。
- 1.8. **“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。
- 1.9. **“Feedback”** means input, comments or suggestions regarding SAP’s business and technology direction or the possible creation, modification, correction, improvement or enhancement of the Software or SAP Support.
「回饋意見」係指針對 SAP 業務和技術方向或軟體或 SAP 支援之可能建立、修改、修正、改良或增強而提供之意見、評論或建議。
- 1.10. **“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。
- 1.11. **“Modification”** means:
「修改」係指：
a) a change to the delivered source code or metadata; or
對交付之原始程式碼或中繼資料的變更；或
b) any development, other than a change to the delivered source code or metadata, that customizes, enhances, or changes existing functionality of the Software including, but not limited to, the creation of any new application program interfaces, alternative user interfaces or the extension of SAP data structures; or
不變更交付之原始程式碼或中繼資料, 而自訂、增強或變更軟體現有功能的任何開發行為, 包括但不限於撰寫任何新的應用程式介面、替代使用者介面, 或擴充 SAP 資料結構；或
c) any other change to the Software (other than an Add-on) utilizing or incorporating any SAP Materials (defined below).
運用或結合任何 SAP 材料 (定義於下), 對軟體 (非附加元件) 所進行之任何其他變更。
- 1.12. **“Order Form”** means the applicable ordering document for Software and SAP Support that references these GTC.
「訂購單」係指軟體與 SAP 支援之適用訂購文件, 其內容係引用 GTC。

- 1.13. **“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。
- 1.14. **“SAP SE”** means SAP SE, a parent company of SAP.
「SAP SE」係指 SAP 之母公司，SAP SE。
- 1.15. **“SAP Materials”** means any software, programs, tools, systems, data or other 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 the Software, SAP Support and Documentation delivered to Customer. SAP Materials do not include Customer Confidential Information.
「SAP 材料」係指由 SAP 於依合約進行履約過程中 (獨立或與客戶合作) 所提供或開發之任何軟體、程式、工具、系統、資料或其他材料 (包括統計報告)。其中包括但不限於交付予客戶之軟體、SAP 支援和紀錄文件。SAP 材料不包括客戶機密資訊。
- 1.16. **“SAP Support”** means SAP’s then current support offering made available to Customer, as stated in the Order Form.
「SAP 支援」係指如訂購單所列，SAP 現行提供予客戶之 SAP 支援。
- 1.17. **“Software”** means:
「軟體」係指：
a) all software products licensed and delivered to Customer under Order Form;
所有依訂購單授權並交付予客戶之軟體產品；
b) any new releases, updates or versions thereof made available by SAP under the Agreement; and
由 SAP 依據合約茲此提供之任何新發行版本、更新或版本；以及
c) any complete or partial copies of any of the foregoing.
前述任何一項的任一完整或部分複本。
- 1.18. **“Taxes”** means all transactional taxes, levies and similar charges (and any related interest and penalties) such as federal, state or local sales tax, value added tax, goods and services tax, use tax, property tax, excise tax, service tax or similar taxes.
「稅捐」係指所有交易稅、徵稅和類似費用 (以及任何相關的利息和處罰)，例如聯邦、州或地方銷售稅、增值稅、商品及服務稅、使用稅、財產稅、消費稅、服務稅或類似稅。
- 1.19. **“Third Party Software”** means:
「第三方軟體」係指：
a) any and all software products and content licensed to Customer under the Agreement identified as a third party product in the Order Form for SAP software products or SAP Support (or both) and delivered to Customer;
依據合約授權給客戶之任何及全部軟體產品及內容，且於 SAP 軟體產品或 SAP 支援 (或兩者) 訂購單中將其列載為第三方產品並交付給客戶者；
b) any new releases, updates or versions thereof made available; and
茲此提供的任何新發行版本、更新或版本；以及
c) any complete or partial copies of any of the foregoing.
前述任何一項的任一完整或部分複本。
- 1.20. **“Use”** means to activate the processing capabilities of the Software, load, execute, access, employ the Software, or display information resulting from such capabilities.
「使用」係指啟用軟體之處理功能、載入、執行、存取、運用軟體或顯示此類功能所產生之資訊。
- 1.21. **“Use Terms”** means the Software Use Rights document as defined in the Order Form.
「使用條款」係指訂購單中所訂定之軟體使用權利文件。

2. USE RIGHTS AND RESTRICTIONS

存取權利與限制

2.1. Grant of Rights

授予權利

- 2.1.1. SAP grants to Customer a non-exclusive, non-transferable, perpetual (except for subscription based licenses) license to Use the Software and other SAP Materials at specified site(s) solely for Customer's and its Affiliates' internal business operations (including customer back-up and passive disaster recovery) and to provide internal training and testing for such internal business operations, unless terminated in accordance with the terms of the Agreement. Customer may Use Software and SAP Materials world-wide, except from countries where such use is prohibited by Export laws.

除依本合約條款之規定予以終止之情形外，SAP 授予客戶非專屬、非不可轉讓且永久性 (基於訂閱之授權除外) 之授權，於特定地點使用軟體和其他 SAP 材料，惟僅限用於客戶及其關係企業的內部業務營運 (包括客戶備份和被動災害復原)，並為前述內部業務營運提供內部訓練和測試。客戶得於全球使用軟體和 SAP 材料，但若出口法律禁止此類使用之國家/地區則除外。

- 2.1.2. Customer may permit Business Partners to Use Software through screen access only, solely in conjunction with Customer's Use, and may not Use Software to run any of Business Partners' business operations. Customer is responsible for breaches of Agreement caused by Business Partners.

客戶得允許業務夥伴透過螢幕存取方式使用軟體，惟僅得與客戶共同使用，且不得將軟體用於執行任何業務夥伴之業務營運。客戶應擔負業務夥伴違約之責。

- 2.1.3. Customer shall not:

客戶不得：

- a) use SAP Materials to provide services to third parties (e.g., business process outsourcing, service bureau applications or third party training) other than to Affiliates (subject to Section 2.2);
使用 SAP 材料向關係企業 (依據第 2.2 條規定) 以外之第三方提供服務 (例如，業務流程外包、服務處應用程式或第三方訓練)；
- b) lease, loan, resell, sublicense or otherwise distribute SAP Materials, other than distribution to Affiliates (subject to Section 2.2);
向關係企業 (依據第 2.2 條規定) 以外的對象出租、出借、轉售、轉授權或以其他方式散佈 SAP 材料；
- c) distribute or publish keycode(s);
散佈或發行產品金鑰 (Keycode)；
- d) make any Use of or perform any acts with respect to SAP Materials other than as expressly permitted in accordance with the terms of Agreement;
除依照合約條款明文許可外，對 SAP 材料進行任何使用或執行任何相關行為；
- e) use Software and components other than those specifically identified in Order Form, even if it is also technically possible for Customer to access such components.
使用訂購單中未指定之軟體和元件，縱使技術上客戶能存取此等元件亦同。

- 2.1.4. Customer agrees to install the Software only on Designated Units located at Customer's facilities and in Customer's direct possession. With advance written notice to SAP, the information technology devices may also be located in the facilities of an Affiliate and be in the Affiliate's direct possession. Customer must be appropriately licensed as stated in Use Terms for any individuals that Use the Software, including employees or agents of Affiliates and Business Partners. Use may occur by way of an interface delivered with or as a part of the Software, a Customer or third party interface, or another intermediary system. If Customer receives licensed Software that replaces previously licensed Software, its rights under the Agreement with regard to the previously licensed Software end when it deploys the replacement Software for Use on productive systems following a reasonable testing period. At the date the rights to the previously licensed Software end, Customer shall comply with Section 11.4 of the GTC with respect to such previously licensed Software.

客戶同意僅在位於客戶設施以及客戶直接持有的指定單位安裝軟體。在提前發出書面通知 SAP 的情況下，前述資訊技術裝置亦得位於關係企業之設施，且由關係企業直接持有。針對使用軟體之任何人員 (包括關係企業和業務夥伴之員工或代理人)，客戶必須依使用軟體之任何個人的「使用條款」中之規定取得相關授權。使用

得透過軟體隨附或內建之介面、客戶或第三方之介面，或其他中介系統進行。若客戶取得替代先前授權軟體之授權軟體，依本合約，其先前授權軟體之相關權利，於合理測試期限後部署替代軟體以用於正式運作產系統時即告終止。在先前授權之軟體權利終止之日，客戶應遵守 GTC 第 11.4 條中關於此先前授權軟體之規定。

2.2. Affiliate Use

關係企業使用

2.2.1. Customer's Affiliates' Use of Software and other SAP Materials (applicable to the Software) to run their internal business operations as permitted under Section 2.1.1 is subject to the following:

客戶之關係企業依第 2.1.1 條之許可條件，使用軟體和其他 SAP 材料 (適用於軟體)來執行其內部業務營運時應遵守下列規定：

- a) Customer ensures that the Affiliate agrees in writing to comply with the terms of Agreement; and
客戶確保其關係企業以書面方式同意遵守合約條款；以及
- b) a breach of the terms of Agreement by Customer's Affiliate shall be considered a breach by Customer.
客戶之關係企業違反合約條款應視為客戶違反合約條款。

2.2.2. If Customer has an Affiliate with a separate software license and/or SAP support agreement with SAP SE, any SAP SE Affiliate (including SAP) or any other distributor of SAP software ("**Separate Agreement**"), the Software must not be Used to run such Affiliate's business operations and such Affiliate will not receive any SAP Support services under Agreement even if the Separate Agreement has expired or is terminated.

若客戶擁有之關係企業已與 SAP SE、任何 SAP SE 關係企業 (包括 SAP) 或其他任何 SAP 軟體經銷商簽訂個別的軟體授權和/或 SAP 支援合約 (以下稱「個別合約」)，則不得使用軟體來執行上述關係企業的業務營運，且上述關係企業不得根據本合約享有任何 SAP 支援服務，即使上述個別合約已到期或終止亦同。

2.3. Services Providers

服務提供者：

With SAP's prior written consent, Customer may permit services providers to access the Software solely for the purpose of providing facility, implementation, systems, application management or disaster recovery services to Customer in connection with the business of Customer for which the Software is herein licensed, provided that:

客戶得在取得 SAP 事先書面同意的情况下，允許服務提供者存取軟體，惟其用途僅限於向客戶提供與本文授權之軟體的客戶業務相關之設施、實作、系統、應用程式管理或災害復原服務之用途，前提是：

- a) these rights will continue only while Customer and such services provider have in place a written agreement that includes provisions requiring such services provider's compliance with the terms of this Agreement prior to such access, including, without limitation, non-disclosure of SAP Confidential Information;
此類權利僅於客戶與前開服務提供者已簽訂書面合約時存續，且在進行此等存取之前，前開書面合約應包括要求前開服務提供者遵守本合約條款，包括但不限於對 SAP 機密資訊之保密；
- b) Customer must be appropriately licensed for all employees of such services provider authorized to access Software;
針對經授權存取軟體之前開服務提供者的所有員工，客戶仍須獲適當授權；
- c) such services provider shall be permitted to Use the Software solely to install and configure the Software in accordance with the business of Customer as set forth herein (or in the case of a disaster recovery vendor, to provide disaster recovery services only);
依照本文件所規定之客戶業務，允許前開服務提供者用使用軟體，惟其用途僅限於安裝和設定軟體 (或若為災難復原廠商，則僅限於提供災難復原服務)；
- d) under no circumstances may such services provider Use Software to operate or provide processing services to any other party, or in connection with such services provider's own business operations;
任何情況下，前開服務提供者均不得使用軟體，為任一其他方操作或提供程序處理服務，或用於結合前開服務提供者之自身業務營運；

- e) Customer shall be responsible for any additional Software, migration tools, or third party software needed to effect such transition; and
客戶應負責提供前開轉換生效所需之任何額外軟體、移轉工具或第三方軟體；以及
- f) Customer expressly agrees to indemnify SAP, its officers, employees, agents and subcontractors from and against all claims, liabilities, losses, damages and costs (including reasonable attorney fees) suffered by SAP arising from a breach by the services provider of the conditions of this Agreement.
客戶明示同意就 SAP 因服務提供者違反本合約條件條款而產生之全部索賠、責任、損失、損害及費用 (包括合理之律師費)，對 SAP、其主管、員工、代理人 and 分包商提出補償。

Upon SAP request, Customer shall provide written confirmation to SAP that items a)-d) are fulfilled.
基於 SAP 之要求，客戶應向 SAP 提供履行第 a) 至 d) 項要件之書面確認。

2.4. Verification 驗證

- 2.4.1. SAP may audit (at least once annually) Customer's usage of SAP Materials. Audits may be at Customer's site or remote. Customer shall cooperate reasonably with audits. Customer can conduct the measurement itself using the unaltered tools and self-declaration forms provided by SAP for that purpose. The self-declaration form is to be completed independently of technical measurement. The result of the measurement is to be transmitted online via the interfaces from Customer's system(s) to SAP, or in a machine-readable format according to instruction provided by SAP.

SAP 得稽核 (每年至少一次) 客戶對 SAP 材料的使用情況。稽核得於客戶的地點或遠端進行。客戶應與稽核人員合理合作。此外，客戶本身可使用 SAP 為稽核目的所提供未經變更之工具及自行申報表進行評估。自行申報表應由技術測量獨立完成。評估結果應根據 SAP 提供的指示，透過客戶各自系統介面或以機器可讀格式，線上傳輸至 SAP。

- 2.4.2. If an audit reveals that:
若稽核結果顯示：

- a) Customer underpaid license fees or SAP Support fees (or both); or
客戶未向 SAP 支付足夠之授權費用或 SAP 支援費用 (或兩者)；或
- b) Customer Used Software in excess of the license quantities or levels stated in Order Form,
客戶使用的軟體已超過訂購單所載明之授權數量或層級，

then Customer shall pay such underpaid fees or for such excess usage based on the SAP price list in effect at the time of the audit. Customer shall execute an additional Order Form to license additional quantities or levels. 則客戶應根據稽核當時適用之 SAP 價格清單，針對前述未支付足夠費用或此類超出使用狀況支付費用。客戶應簽署額外的訂購單，以便授權額外數量或層級。

- 2.4.3. If audit results indicate usage in excess of the licensed quantities or levels then reasonable costs of SAP's audit shall be paid by Customer, if any. SAP reserves all rights at law and equity with respect to both Customer's underpayment of license fees or SAP Support fees and usage in excess of the license quantities or levels.

若稽核結果顯示使用情況超出授權的數量或層級，則客戶應支付合理的 SAP 稽核費用 (若有的話)。對於客戶未支付足夠之授權費用或 SAP 支援費用，以及超過授權使用數量或層級，SAP 保留相關所有法律與衡平法之權利。

3. MODIFICATIONS AND ADD-ONS 修改及附加元件

- 3.1. Rules and Requirements for Modifications and Add-ons
修改及附加元件的規則及要求

- 3.1.1. Customer may make Modifications and Add-ons to the Software (excluding Third Party Software) and shall be permitted to use Modifications and Add-ons with the Software (excluding Third Party Software) in accordance with Section 2.1 and this Section 3.

客戶得對軟體 (不包括第三方軟體) 進行修改及新增附加元件，且應依照第 2.1 條和本文第 3 條之規定，允許客戶將修改及附加元件搭配軟體 (不包括第三方軟體) 使用。

- 3.1.2. Customer shall comply with SAP's registration procedure prior to making Modifications or Add-ons. All Modifications and all rights associated therewith shall be the exclusive property of SAP, SAP SE or its or their licensors. All Add-ons developed by SAP (either independently or jointly with Customer) and all rights associated therewith shall be the exclusive property of SAP, SAP SE or its or their licensors. Customer agrees to execute those documents reasonably necessary to secure SAP's rights in the foregoing Modifications and Add-ons. All Add-ons developed by or on behalf of Customer without SAP's participation ("Customer Add-on"), and all rights associated therewith, shall be the exclusive property of Customer subject to SAP's rights in and to Software and SAP Materials; provided, Customer shall not commercialize, market, distribute, license, sublicense, transfer, assign or otherwise alienate any such Customer Add-ons. SAP retains the right to independently develop its own Modifications or Add-ons to Software, and Customer agrees not to take any action that would limit SAP's sale, assignment, licensing or use of its own Software or Modifications or Add-ons thereto.

客戶應遵守 SAP 註冊程序，方可進行修改或新增附加程式。所有修改和與之相關的所有權利應為 SAP、SAP SE 或其授權人的專屬財產。所有由 SAP 開發之附加元件 (包括獨立開發或與客戶共同開發) 及其所有相關權利應為 SAP、SAP SE 或其授權人單獨所有之財產。客戶同意在合理情形下簽署上述文件，以確保 SAP 對於前開修改和附加元件之權利。所有 SAP 未參與而由客戶或代表客戶開發之附加元件 (下稱「客戶附加元件」)，以及其所有相關權利，皆應為客戶單獨所有之財產，應受 SAP 就軟體和 SAP 材料所享權利及可對其主張之權利規範；但客戶不應將任何前開客戶附加元件用於商業用途，或從事行銷、散佈、授權、轉授權、移轉、轉讓或以其他方式出讓。SAP 保留獨立開發對軟體之任何修改或附加元件之權利，且客戶同意不採取任何措施限制 SAP 銷售、轉讓、授權或使用其本身軟體或修改/附加元件。

- 3.1.3. Any Modification developed by or on behalf of Customer without SAP's participation or Customer Add-on must not (and subject to other limitations in the GTC):

所有 SAP 未參與而由客戶或代表客戶開發之任何修改或客戶附加元件，皆不得 (且應受 GTC 中之其他限制所約束)：

- a) enable bypassing or circumventing any of the restrictions set forth in the Agreement and/or provide Customer with access to Software to which Customer is not directly licensed;
略過或規避合約中所規定之任何限制，及/或向未取得直接授權之客戶提供軟體存取權；
- b) nor unreasonably impair, degrade or reduce the performance or security of the Software;
或以不合理方式破壞、減損或降低軟體的效能或安全性；
- c) nor render or provide any information concerning SAP software license terms, Software, or any other information related to SAP Materials.
呈現或提供任何關於 SAP 軟體授權條款、軟體之任何資訊，或與 SAP 材料相關的任何其他資訊。

3.2. Customer Covenant

客戶承諾

Customer covenants, on behalf of itself and its successors and assigns, not to assert against SAP or its Affiliates, or their resellers, distributors, suppliers, commercial partners and customers, any rights in any:

客戶代表自身及繼受人和受讓人承諾，不會針對下列任何項目，對 SAP 或其關係企業、或其轉售商、經銷商、供應商、商業夥伴和客戶主張任何權利：

- a) Customer Add-ons or Modifications; or
客戶附加元件或修改；或
- b) other functionality of the SAP Software accessed by such Customer Add-ons or Modifications.
經前開客戶附加元件或修改存取 SAP 軟體的其他功能。

4. DELIVERY

交付

SAP makes the Software available for download from a network at its own cost and Customer is responsible for the cost of downloading the Software.

SAP 將自費提供網路下載軟體服務，且客戶應自負下載軟體之費用。

5. FEES AND TAXES

費用與稅捐

5.1. Fees and Payment

費用與付款

Customer shall pay fees as stated in the Order Form. If Customer does not pay fees in accordance with the terms of the Agreement then, in addition to any other available remedies, SAP may suspend SAP Support until payment is made. SAP shall provide Customer with written notice before any such suspension. Unpaid fees when due 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費用，則除了任何其他可用的補救措施外，SAP 得中止 SAP 支援，直到付款為止。SAP 應在進行該等中止之前，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。

5.2. 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。

6. TERM AND TERMINATION

期間和終止

6.1. Term

期間

The Agreement and the license granted hereunder become effective as of the Effective Date specified in the Order Form and shall remain in effect unless terminated in accordance with these GTC.

本合約及依此授予之使用權應於訂購單中所指定之生效日期生效並應持續有效，直至依照本 GTC 終止為止。

6.2. Termination of the Agreement

合約之終止

6.2.1. Either party may terminate the Agreement:

任一方當事人得於下列情況下終止本合約：

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

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

b) immediately if the other party files for bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors, or otherwise materially breaches Section 11 of these GTC.

另一方提出破產申請，無償付能力，或為債權人利益轉讓其權利，或以其他方式嚴重違反本 GTC 第 11 條之規定，則可立即終止。

6.2.2. SAP may terminate the Agreement immediately if Customer breaches Sections 10, 13.4 or 13.6 of the GTC.

若客戶違反 GTC 的第 10 條、第 13.4 條或第 13.6 條之規定，SAP 得立即終止本合約。

6.2.3. Customer may terminate the Agreement for any reason upon 3 months' written notice, provided Customer has paid all license fees and all SAP Support fees due and owing at the effective date of termination. The termination will be effective at:

客戶得基於任何理由終止本合約，但應提前 3 個月提供書面通知，且前提是客戶已支付在終止生效日期到期且應付的所有授權費用和所有 SAP 支援費用。終止將於下列時間生效：

- a) the end of the Initial Term or
第一期結束時，或
- b) the end of the then current Renewal Term or;
現行續約期間結束時；或
- c) in the event that the Customer is not enrolled in SAP Support, the end of the then current calendar year.
客戶在現行曆年年底前均未註冊 SAP 支援。

6.3. SAP Support SAP 支援

Insofar as Customer is enrolled in SAP Support, all of Customer's Software, including SAP software previously licensed by Customer and any future SAP software licensed to the Customer (whether directly from SAP or through an SAP partner) ("**Customer Software Estate**") must be covered by SAP Support. SAP Support terms cover all licenses within the Customer Software Estate and therefore partial termination, or partial selection of SAP Support by Customer is strictly prohibited in respect of the Customer Software Estate. This provision also includes Third Party Software provided to Customer by SAP.

只要客戶購買了 SAP 支援，客戶的所有軟體，包括客戶先前授權之 SAP 軟體和任何未來授權給客戶的 SAP 軟體 (直接從 SAP 或透過 SAP 合作夥伴授權) (以下稱「**客戶軟體資產**」) 均必須涵蓋在 SAP 支援的範圍內。SAP 支援團隊涵蓋客戶軟體資產內的所有授權，因此嚴格禁止客戶就客戶軟體資產相關內容部分終止或部分選擇 SAP 支援。本條款同時適用於由 SAP 提供給客戶的第三方軟體。

6.4. Effect of Termination 終止之效力

Upon any termination hereunder, Customer and its Affiliates shall immediately cease all Use of SAP Materials and Confidential Information. In the event of any termination hereunder, Customer shall not be entitled to any refund of any payments made by Customer. Termination shall not relieve Customer from its obligation to pay fees that remain unpaid.

依本合約終止後，客戶及其關係企業應立即終止使用所有 SAP 材料和機密資訊。若依本合約實行任何終止，則客戶應無權取得客戶所支付之任何款項的任何退款。終止本合約不應免除客戶支付尚未付清費用之責任。

6.5. Survival 條款存續

Sections 1, 2.4, 5, 6.4, 6.5, 8, 9, 10, 11,12, 13 of this GTC survive the expiry or termination of the Agreement. 本合約到期或終止後，本 GTC 的第 1 條、第 2.4 條、第 5 條、第 6.4 條、第 6.5 條、第 8 條、第 9 條、第 10 條、第 11 條、第 12 條與第 13 條仍繼續有效。

7. WARRANTY 擔保

7.1. SAP warrants that Software will substantially conform to the specifications contained in Documentation for 6 months following delivery. The warranty shall not apply:

SAP 保證軟體在交付後的 6 個月內，將實質符合紀錄文件中所包含規格。擔保不適用於下列情況：

- a) if the Software is not used in accordance with Documentation; or
未依照紀錄文件使用軟體；或
- b) if the defect is caused by a Modification or Add-on (other than a Modification or Add-on made by SAP and which is provided through SAP Support or under warranty), Customer or third party software; or
若瑕疵係由修改或附加元件 (SAP 所進行之修改或附加元件除外，且其係透過 SAP 支援或依保固內容提供)、客戶或第三方軟體所造成；或

c) to any Customer unlicensed activities.

任何客戶未經授權的活動。

7.2. SAP does not warrant that Software will operate uninterrupted or that it will be free from minor defects or errors that do not materially affect such performance, or that the applications contained in the Software are designed to meet all of Customer's business requirements.

SAP 不擔保軟體作業不受中斷、不擔保軟體不致出現未對效能構成實質影響之輕微瑕疵或錯誤，也不擔保軟體包含之應用程式符合客戶之所有業務需求。

7.3. Provided Customer notifies SAP in writing with a specific description of the Software's nonconformance within the warranty period and SAP validates the existence of such nonconformance, SAP will, at its option:

若客戶於保固期間採書面方式通知 SAP 關於軟體異常之具體說明，且 SAP 已確認確有此類異常情事存在，則 SAP 將自行選擇：

a) repair or replace the nonconforming Software; or

修復或取代不正常之軟體，或

b) refund the license fees paid for the applicable nonconforming Software in exchange for a return of such nonconforming Software. This is Customer's sole and exclusive remedy under this warranty.

退回相關異常軟體的已收授權費用，以要求歸還該異常軟體。此為客戶依本保證所享有之唯一專屬救濟。

8. THIRD PARTY CLAIMS

第三方索賠

8.1. 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 Software 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軟體時，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 應就上述主張向客戶賠償客戶最終承擔之所有損害賠償金 (或 SAP 達成的任何和解金額)。

8.2. SAP's obligation under Section 8.1 will not apply if the alleged claim results from:

若因下列原因致使產生索賠，SAP 依第 8.1 條應盡之義務將不適用：

a) use of Software in conjunction with any other software, services or any product that SAP did not provide; 與任何其他 SAP 並未提供之任何其他軟體、服務或任何產品結合使用軟體；

b) use of Software with an apparatus other than Designated Unit;

將軟體搭配非指定單元的裝置使用；

c) use of Software provided for no fee;

使用免費提供的軟體；

d) Customer's failure to promptly use an update provided by SAP if such infringement or misappropriation could have been avoided by use of the update

若該侵權或濫用可能得透過使用更新即可避免，但客戶無法立即使用 SAP 所提供之任何更新

e) 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 (且若 SAP 因客戶未能或延遲提供此類通知而受到損害)；

f) use of Software not permitted under Agreement.

軟體之使用並非依合約所允許。

8.3. If a third party makes a claim under Section 8.1 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 8.1 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 Software under the terms of the Agreement; or
為客戶取得繼續依合約條款使用軟體之權利；或
- b) replace or modify the Software to be non-infringing without material decrease in functionality.
取代或修改軟體成為非侵權但功能未顯著減少的軟體。

If these options are not reasonably available, SAP or Customer may terminate the license relating to the affected Software upon written notice to the other.

如上述選項皆非合理可行，SAP 或客戶得基於另一方書面通知，終止與該受影響的軟體相關之授權。

- 8.4. SAP expressly reserves the right to cease such defense of any claim(s) if the Software is no longer alleged to infringe or misappropriate the third party's rights.

若不再對軟體主張侵害或盜用第三方權利，SAP 明示保留中止對任何索賠之抗辯事宜之權利。

8.5. Third Party Claim Procedure

第三方索賠程序

All third party claims under Section 8.1 shall be conducted as follows:

所有根據第 8.1 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 ("**Named Party**") will timely notify the other party ("**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 8.5 b) below.

遭第三方提出索賠的當事方（以下稱「**指定方**」）將及時以書面形式將任何索賠通知他方當事人（以下稱「**抗辯方**」）。根據下述第 8.5 b) 條之規定，指定方將在辯護中合理合作，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。

8.6. Exclusive Remedy

排他性補救措施

The provisions of this Section 8 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 8 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。

9. LIMITATION OF LIABILITY

責任限制

9.1. No liability

無須承擔責任

SAP, its licensors or subcontractors will not be responsible or liable under the Agreement:

SAP、其授權人或分包商依本合約無須承擔任何責任或義務：

- a) if the Software is not used in accordance with Documentation;
未依照紀錄文件使用軟體；
- b) if the defect or liability is caused by Customer, a Modification or Add-on (other than a Modification or Add-on made by SAP which is provided through SAP Support or under warranty), or third party software;

若瑕疵或責任係由客戶、修改或附加元件 (SAP 所進行之修改或附加元件除外，其係透過 SAP 支援或依保固內容提供) 或第三方軟體所造成；

- c) if the Software is used in conjunction with any third party software for which the Customer lacks sufficient rights from the third party vendor for such use;
若軟體係與任何第三方軟體一起使用，而客戶不具備向該第三方廠商取得之足夠權利進行此類使用；
- d) for any Customer activities not permitted under the Agreement; or
任何非依本合約所許可的客戶活動；或
- e) for any claims or damages arising from inherently dangerous use of the Software.
因使用軟體具有危險性而引起的任何索賠或損害。

9.2. 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) SAP's obligations under Section 8.1 (excluding SAP's obligations under Section 8.1 respective to Third Party Software)
SAP 依第 8.1 條應承擔之義務 (不包括 SAP 依第 8.1 條各自對第三方軟體應承擔的義務)
- b) death or bodily injury arising from either party's gross negligence or willful misconduct;
因任一方重大過失或故意不當行為導致人身傷亡；
- c) Customer's unlicensed use of the Software; and/or
客戶未經授權使用軟體；及/或
- d) SAP's right to collect unpaid fees
SAP 收取未支付之費用的權利

9.3. Liability Cap 責任上限

Except as set forth in Section 9.2 the maximum 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 license fees paid for the Software directly causing the damages.

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，不應超出針對直接造成損害的軟體支付的授權費用，但第 9.2 條之規定除外。

9.4. Exclusions to Damages 排除損害

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, data loss, computer failure or malfunction, attorney's fees, court costs, interest or for exemplary or punitive damages; and
任一方當事人 (或其各自關係企業、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、資料遺失、電腦當機或故障、律師費、庭審費、利息、懲戒性或懲罰性損害賠償，均無須負責；且
- b) SAP be liable for any damages caused by any Software provided for no fee.
SAP 針對免費提供之任何軟體所生之任何損害賠償，概不負責。

9.5. 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 Software.

除本合約明確規定外，SAP、其分包商或授權人均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、絕對不發生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，其取得軟體並非基於未來交付之功能，亦非基於 SAP 公開發表之意見與廣告或產品藍圖。

10. INTELLECTUAL PROPERTY RIGHTS

智慧財產權

10.1. SAP Ownership

SAP 所有權

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 Software, Documentation and any other SAP Materials. 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.

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軟體、紀錄文件及任何其他 SAP 材料及其任何衍生作品的所有智慧財產權；客戶應簽署此等紀錄文件並採取其他合理必要的步驟，以確保 SAP 或 SAP SE 對此等權利的所有權。

10.2. Protection of Rights

權利保護

10.2.1. 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 Software or SAP Materials (or attempt any of the foregoing);
複製、翻譯、反編譯、反組譯軟體或 SAP 材料、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) circumvent or endanger the operation or security of the Software; or
規避或危害軟體的營運或安全；或者
- c) remove SAP's copyright and authorship notices.
移除 SAP 的著作權和著作人聲明。

10.2.2. Customer may back up data in accordance with good information technology practice and for this purpose to create the necessary backup copies of the Software. Backup copies on transportable discs or other data media must be marked as backup copies and bear the same copyright and authorship notice as the original discs or other data media, unless technically infeasible.

客戶得依良好的資訊技術實務來備份資料，並基於此用途來建立必要的軟體備份複本。可運送光碟或其他資料媒體上的備份複本必須標示為備份複本，且與原始光碟或其他資料媒體享有相同著作權和作者聲明，除非技術上不可行。

11. CONFIDENTIALITY

保密條款

11.1. Use of Confidential Information

機密資訊之使用

11.1.1. The receiving party shall:

接收方應：

- a) maintain all Confidential Information of the disclosing party in strict confidence, taking steps to protect the disclosing party's Confidential Information substantially similar to those steps that the receiving party takes to protect its own 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 11;
不會向除揭露方代表人以外的任何人揭露或顯示揭露方之任何機密資訊，除非必須使用該機密資訊以行使揭露方權利或履行本合約所定義務者，以及負有實質上類似於本文第 11 條所載保密責任之人員外；
 - c) not use or reproduce any Confidential Information of the disclosing party for any purpose outside the scope of the Agreement; and
不得基於合約範圍之外的任何目的使用或複製揭露方的任何機密資訊；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。
- 11.1.2. 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、定價或與任何其他相關事實的任何資訊。
- 11.1.3. Confidential Information of either party disclosed prior to execution of the Agreement will be subject to this Section 11.
本合約締結前已揭露之當事人機密資訊，亦將受本文第 11 條所約束。
- 11.2. **Compelled Disclosure**
強制揭露
- The receiving party may disclose the disclosing party's Confidential Information to the extent required by law, regulation, court order or regulatory agency; provided that the receiving party required to make such a disclosure uses reasonable efforts to give the disclosing party reasonable prior notice of such required disclosure (to the extent legally permitted) and provides reasonable assistance in contesting the required disclosure, at the request and cost of the disclosing party. The receiving party and its Representatives shall use commercially reasonable efforts to disclose only that portion of the Confidential Information which is legally requested to be disclosed and shall request that all Confidential Information that is so disclosed is accorded confidential treatment.
接收方得在法律、法規、法院命令或主管機關要求的範圍內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。
- 11.3. **Exceptions**
例外
- The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that:
使用或揭露機密資訊的限制，不適用於以下任何機密資訊：
- a) is independently developed by the receiving party without 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。

11.4. Destruction and Return of Confidential Information 機密資訊的銷毀和歸還

Upon the disclosing party's request or the effective date of expiration or termination of 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。

12. FEEDBACK 回饋意見

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。

13. MISCELLANEOUS 雜項

13.1. Severability 可分性

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

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

13.2. No Waiver 未棄權

A waiver of any breach 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或未盡義務之責任，亦不及於其他違約部分或未盡義務。

13.3. 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。

13.4. Trade Compliance

貿易法規遵循

13.4.1. SAP and Customer shall comply with Export Laws in the performance of the Agreement. Software, SAP Support, SAP Materials and Confidential Information are subject to Export Laws. Customer and its Affiliates shall not directly or indirectly use, export, re-export, release, or transfer the Software, SAP Support, SAP Materials and Confidential Information in violation of Export Laws. Customer is solely responsible for compliance with Export Laws including obtaining any required export authorizations if Customer exports or re-exports Software and SAP Materials. Customer must not use the Software or SAP Support 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。軟體、SAP 支援、SAP 材料及機密資訊應受出口法律所約束。客戶及其關係企業不得違反出口法律直接或間接使用、出口、轉出口、發行或傳輸軟體、SAP 支援、SAP 材料及機密資訊。客戶應全權負責遵守與客戶出口或轉出口軟體和 SAP 材料相關的出口法律，包括取得任何必要的出口授權。客戶不得使用來自克里米亞/塞瓦斯托波爾、古巴、伊朗、朝鮮民主人民共和國（北韓）或敘利亞的軟體或 SAP 材料。

13.4.2. Upon SAP's request, Customer shall provide information and documents to support obtaining an export authorization. SAP may immediately terminate Customer's license to the affected Software 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軟體之客戶授權：

- 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 Software and SAP Support to Customer.
出口法律禁止 SAP 向客戶提供軟體和 SAP 支援。

13.5. Notices

通知

All notices will be in writing and given when delivered to the address set forth in an Order Form. Notices from SAP to Customer may be in the form of an electronic notice to the Customer's authorized representative or administrator.

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。

13.6. Assignment

轉讓

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

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

13.7. Subcontracting

分包

SAP may use subcontractors to provide all or part of SAP Support under the Agreement. SAP is responsible for breaches of the Agreement caused by its subcontractors in relation to SAP Support and the performance of any subcontractor to the same extent as if it would be performed by SAP.

SAP 得依合約使用分包商來提供所有或部分 SAP 支援。SAP 對其分包商所造成與 SAP 支援和任何分包商的履行相關之違反本合約的行為，應承擔與 SAP 履行時相同程度的責任。

13.8. 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。

13.9. Force Majeure

不可抗力

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

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

13.10. Governing Law

準據法

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)的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)。

13.11. 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。

13.12. Entire Agreement

完整合約

The Agreement constitutes the complete and exclusive statement of the agreement between SAP and Customer in connection with the parties' business relationship related to the subject matter of the Agreement. All previous representations, discussions and writings (including any confidentiality agreements) are merged in and superseded by the Agreement and the parties disclaim any reliance on them. The Agreement may be modified solely in writing signed by both parties, except as permitted under 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應均無效力，即使 SAP 接受或未以其他方式拒絕採購單亦同。

13.13. Governing language

準據語言

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

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