

SAP SERVICES GENERAL TERMS AND CONDITIONS SAP 服務一般條款與條件

This SAP Services General Terms and Conditions Agreement ("GTC") is effective as of the Effective Date of the relevant Order Form and is entered into by and between SAP and Licensee.

本 SAP 服務一般條款與條件合約 (以下稱「合約」) 由 SAP 與被授權人共同訂立，於相關訂購單之生效日起生效。

RECITALS

立約緣由

WHEREAS, Licensee licensed from SAP (or an SAP SE Affiliate, or an authorized reseller of SAP), the right to use SAP Software or SAP cloud, hosted or on-demand services pursuant to a License Agreement. For purposes of this Agreement, Licensee may alternately mean an Affiliate or Subsidiary that has a right under such License Agreement or Order Form to use the SAP Software or SAP cloud, hosted or on-demand services. Some versions of SAP agreements use the term "Customer" in place of "Licensee". For purposes of this Agreement including Order Form and referenced Service Descriptions and Scope Document attached thereto, references to "Customer" shall mean "Licensee".

鑒於，被授權人獲得 SAP (或 SAP SE 關係企業或 SAP 軟體授權轉銷商) 之授權，有權根據授權合約或 Cloud Services 訂購單使用 SAP 軟體或 SAP cloud、託管或隨需服務。就本合約目的而言，被授權人得指根據授權合約或 Cloud Services 訂購單，有權使用 SAP 軟體或 SAP cloud、託管或隨需服務之被授權人關係企業或子公司。某些 SAP 合約使用「客戶」一詞代替「被授權人」。就本合約目的而言，本合約所附之相關訂購單和參照的服務說明和服務範圍文件，若提及「客戶」係指「被授權人」。

WHEREAS, SAP provides certain Services in Taiwan which Licensee desires to obtain on the basis of certain Service Descriptions. Such Services will be set forth in an Order Form referencing and incorporating this Agreement (each an "Order Form").

鑒於，SAP 在台灣提供特定服務，被授權人依據服務說明取得服務。該服務將列載於相關訂購單 (每一份皆稱「訂購單」) 並成為本合約之一部。

NOW, THEREFORE, the parties agree as follows:

因此，雙方特此議定如下：

1. Definitions

名詞定義

1.1 "Cloud Materials" means any materials related to SAP Cloud Services produced by or with SAP pursuant to this Agreement or a Cloud Service Order Form.

「雲端材料」係指 SAP 依本合約或 Cloud Services 訂購單提供 SAP Cloud Services 所產生或伴隨其產生之任何材料。

1.2 "Confidential Information" means, with respect to SAP, all information which SAP protects against unrestricted disclosure to others, including but not limited to: (a) the SAP Software, documentation, Work Product and Cloud Materials or other SAP materials, including without limitation the following information regarding the SAP software: (i) computer software (object and source codes), programming techniques and programming concepts, methods of processing, system designs embodied in the software or SAP hosted or on demand services; (ii) benchmark results, manuals, program listings, data structures, flow charts, logic diagrams, functional specifications, file formats; and (iii) discoveries, inventions, concepts, designs, flow charts, documentation, product specifications, application program interface specifications, techniques and processes relating to the software; (b) the research and development or investigations of SAP; (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; and (d) any information about or concerning any third party (which information was provided to SAP subject to an applicable confidentiality obligation to such third party). With respect to Licensee, "Confidential Information" means all information which Licensee protects against unrestricted disclosure to others and which (i) if in tangible form, Licensee clearly identifies as confidential or proprietary at the time of disclosure; and (ii) if in intangible form (including disclosure made orally or visually), Licensee identifies as confidential at the time of disclosure, summarizes the Confidential Information in writing, and delivers such summary within thirty (30) calendar days of any such disclosure.

「機密資訊」就 SAP 而言，係指 SAP 防止無限制向他者揭露之所有資訊，包括但不限於：(a) SAP 軟體、紀錄文件、工作成果、雲端材料或其他 SAP 資料，包括但不限於下列 SAP 軟體相關資訊：(i) 電腦軟體 (目的程式碼 (Object Code) 和原始程式碼 (Source Code))、程式設計技術和程式設計概念、處理方法、軟體體現之系統設計或 SAP 託管或隨需服務；(ii) 評比結果、使用手冊、程式清單、資料結構、流程圖、邏輯圖、功能性規格、檔案格式；(iii) 軟體相關之發現、發明、概念、設計、流程圖、紀錄文件、產品規格、應用程式介面規格、技術和程序；(b) SAP 的研究、開發或調查；(c) 可提供的產品、內容夥伴、產品價格、產品可用性、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、改進、行銷計劃、預測和策略；(d) 任何第三人相關之所有資訊 (提供予 SAP 的資訊必須遵守此類第三人之適用保密義務)。就被授權人而言，「機密資訊」係指被授權人防止無限制向他者揭露之所有資訊，和所有符合以下條件之資訊：(i) 被授權人在揭露時明確認定為機密或專屬資訊之有形資訊；(ii) 被授權人在揭露時認定，以書面方式歸結為機密資訊，並於上述任何揭露開始的三十 (30) 個曆日內提供上述書面歸結結論之 (包括以口頭或為視覺方式揭露之) 無形資訊。

1.3 "Consultants" means employees and third party contractors which SAP utilizes to provide Services to Licensee.

「顧問」係指 SAP 用於向被授權人提供服務的員工和第三方承包商。

1.4 "Deliverables" means those specific Work Products which are identified under the applicable Order Form for delivery to Licensee.

「交付項目」係指按照適用訂購單交付予被授權人的具體工作成果。

- 1.5 “**Intellectual Property Rights**” means patents of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trade secret, know-how or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, including applications 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、積體電路佈局設計權 (mask work right)、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，亦包括前述權利於任何國家，依成文法或判例法，或依契約之申請和註冊，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。
- 1.6 “**License Agreement**” means the agreement between SAP (or an SAP SE Affiliate, or an authorized reseller of the SAP software) under which Licensee procured the license rights to use SAP software or SAP hosted or on demand service.
「授權合約」係指與 SAP (或 SAP SE 關係企業或 SAP 軟體授權轉銷商) 之間的合約；被授權人依此合約取得 SAP 軟體或 SAP 託管或隨需服務的使用授權。
- 1.7 “**Licensee Data**” means any content, materials, data and information that Customer or its Authorized Users enter into HEC Service or Customer-specific data that is derived from Customer’s use of the HEC Service (e.g. Customer-specific reports) as long as such derivative work is not a component of the HEC Service itself or furnished by SAP under the Agreement. Customer Data shall not include any component of the Services or material provided by or on behalf of SAP.
「被授權人資料」係指客戶或其授權使用者簽訂 HEC 服務所涉及的任何內容、材料、資料和資訊，或客戶使用 HEC 服務所衍生之客戶專屬資料 (例如客戶專屬報告)，但該衍生作品不得是 HEC 服務的構成要件，或由 SAP 依本合約提供的資料。客戶資料不包括服務的構成要件，或由 SAP 或代表 SAP 提供的任何資料。
- 1.8 “**Material Defect**” means a defect causing serious interruptions in normal operations (important tasks cannot be performed due to a malfunction or an unavailable function in the respective Deliverables that is urgently required to deal with the current situation).
「重大缺陷」係指對正常操作造成嚴重中斷 (由於相關交付項目中迫切需要用於應對當前情況的功能出現故障或功能不可用導致重要的工作不能執行) 的缺陷。
- 1.9 “**Order Form**” means all written order forms or other ordering documentation entered into by SAP and Customer containing the pricing and other specific terms and conditions applicable for each of the Services under an applicable Order Form.
「訂購單」係指 SAP 與客戶簽訂之書面訂購單或其他訂購文件，其中包含適用訂購單所載各項服務的費用、條款和其他規定。
- 1.10 “**Residuals**” means information in non-tangible form which may be retained in the unaided memory by persons who have had access to the Confidential Information so long as such persons have not studied the information for the purpose of replicating the same from memory.
「殘留資訊」係指曾存取機密資訊的人員獨立記憶保留的無形資訊，只要該人員非出於複製記憶中相同資訊目的而刻意記憶有關資訊。
- 1.11 “**SAP Software**” means (i) any and all software products SAP hosted or on demand service licensed to Licensee under the License Agreement as specified in software order forms (or other order forms, schedules or appendices as applicable) thereto; (ii) any new releases thereof made available through unrestricted shipment pursuant to the respective support agreement and (iii) any complete or partial copies of any of the foregoing.
「SAP 軟體」係指 (i) 「軟體訂購單」(或其他訂購單、明細表或附錄，如適用) 所指定，依本授權合約授權予被授權人之任何及所有軟體產品、SAP 託管或隨需服務；(ii) 依個別支援服務合約，透過無限制交付方式提供任何上述項目之新發行版本，以及；(iii) 任何前述項目之完整或部分複本。
- 1.12 “**Scope Document**” means the document that is provided with and becomes part of the Order Form which further defines the scope of Services to be provided and other engagement specifics
「服務範圍文件」係指定義欲提供服務範圍及其他具體細節之文件，屬於訂購單之一部。
- 1.13 “**Services**” mean those service(s) as further defined by those specific Service Descriptions and Scope Document provided to Licensee under an Order Form that references this Agreement.
「服務」係指特定服務說明和服務範圍文件所定義，並依訂購單和本合約提供之服務。
- 1.14 “**Service Description**” means pre-defined descriptions of services found at <http://www.sap.com/servicedescriptions> in effect as of the Order Form Effective date.
「服務說明」係指預先定義的服務描述，請參閱 <http://www.sap.com/servicedescriptions>，並自訂購單生效日起生效。
- 1.15 “**Taxes**” means federal, state or local sales, VAT, GST, foreign withholding, use, property, excise, service or similar taxes now or hereafter levied all of which shall be for Licensee’s account.
「稅」係指當前或之後課徵之聯邦、州或當地銷售、VAT、GST、境外預扣、使用、服務或類似稅捐，上述所有稅捐項目應適用於被授權人帳戶。
- 1.16 “**Work Product**” means any work product or tangible results produced by or with SAP pursuant to this Agreement or any Order Form, including, but not limited to, works created for or in cooperation with Licensee.
「工作成果」係指任何依本合約或任何訂購單由 SAP 或與 SAP 一起創造的工作成果或有形的結果，包括但不限於用於被授權人或與其合用而完成的工作。

2. Provision of Services.

服務的提供。

- 2.1. SAP will provide the Services in accordance with the Order Form.
SAP 將依訂購單提供服務。
- 2.2. SAP shall be responsible for the performance of the Services of such third party contractors to the same extent as SAP is liable for its own Consultants.
SAP 應對此類第三方承包商履行服務時的表現負責，其負責的範圍與 SAP 為其自己的顧問負責的範圍一致。
- 2.3. If any Service, in whole or in part, cannot be provided by SAP due to a Licensee issue and Licensee fails to provide SAP with reasonable advance notice, the time agreed to be spent by SAP resources on such Service will be charged to Licensee.
如果因為被授權人的問題導致 SAP 無法提供全部或部分的任何服務，且授權人未能向 SAP 提出合理的事先通知，則雙方同意由 SAP 資源為此類服務所花時間應由被授權人付帳。
- 2.4. The selection of SAP resources assigned or deployed to deliver Services is at SAP's sole discretion and SAP reserves the right to replace any SAP resource at any time at its sole discretion with an SAP resource with equivalent skills.
為交付服務所指派或部署之 SAP 人員的甄選由 SAP 自行決定，SAP 保留在自行裁量的基礎上隨時以具有同等技能之 SAP 人員替代任何 SAP 人員的權利。
- 2.5. Any services, Deliverables, and work products provided by SAP to Licensee 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 this Agreement. If no Order Form is completed, all Services, Work Products and Deliverables must be returned or deleted and must not be used.
在簽署特定訂購單或變更請求之前，由 SAP 為被授權人提供的任何服務和工作成果完全屬於 SAP，且為 SAP 的機密資訊，應受本合約條款約束。如果未簽署訂購單，則所有服務、工作成果和交付項目必須返回或刪除，不得使用。
- 2.6. Acceptance. If there is an Order Form with Deliverables and the Order Form expressly states that such Deliverables are subject to acceptance procedures, the following language applies, unless otherwise agreed upon in an Order Form:
驗收。若訂購單明確記載其交付項目應接受驗收程序，除訂購單另有規定外，應適用下列條款：

Deliverable Acceptance Period. Upon delivery by SAP of a completed Deliverable, Licensee shall have 10 calendar days to accept or reject ("Acceptance Period") the Deliverable, due to a defect using reasonable discretion, based on the acceptance criteria set forth in the Order Form for that Deliverable. A "defect" means the Deliverable fails to substantially comply with the applicable and corresponding acceptance criteria for that Deliverable set forth in the Order Form. If the relevant Deliverable passes the agreed acceptance criteria set forth in the Order Form, Licensee will accept the Deliverable. Acceptance will not be unreasonably withheld by Licensee. If Licensee notifies SAP that it has rejected the Deliverable due to a defect, Licensee shall provide written notice, within such 10 day period, specifying the basis of the deficiency. SAP shall have a reasonable period to cure such deficiency and redeliver the Deliverable for an additional Acceptance Period. If Licensee fails to reject any Deliverable within the Acceptance Period, in a written document specifying the deficiency, Licensee shall be deemed to have accepted such Deliverable as of the 10th day of the Acceptance Period. Upon acceptance of a Deliverable, all Services associated with such Deliverable shall be deemed accepted and SAP shall have no further obligation with respect to an accepted Deliverable. A Deliverable shall not be made available for Licensee's productive use, unless it has been accepted by Licensee (either expressly or by passage of time). Where acceptance criteria is not specified in the Order Form for a Deliverable, such Deliverable will be deemed complete and accepted by Licensee the day after SAP performs it or delivers it.

交付項目驗收期。SAP 一旦交付完整交付項目，被授權人有 10 個曆日（「驗收期」）依據交付項目訂購單所記載的驗收標準，決定接受交付項目，或根據合理判斷有瑕疵而拒絕交付項目。「瑕疵」係指交付項目未能實質符合訂購單中規定的交付項目驗收標準。如果有關交付項目通過訂購單規定之約定驗收標準，被授權人將接受交付項目。被授權人不得無理截留交付項目不通過驗收。若被授權人通知 SAP 由於瑕疵已拒絕交付項目，則被授權人應於十天期間內提供書面聲明，並指出瑕疵根據。SAP 應在合理期間內彌補此類瑕疵，並在額外的驗收期之內重新交付交付項目。若被授權人未在驗收期內拒絕任何交付項目並以書面文件指出缺陷，則視為被授權人在 10 天驗收期過後接受該交付項目。被授權人接受交付項目，即應視為接受與該交付項目關聯之所有服務，且 SAP 不再承擔已接受交付項目相關之進一步義務。除非交付項目通過被授權人的驗收（明確表示通過或逾時通過），否則不得用於被授權人的正式作業。如交付項目訂購單中未指定驗收標準，該交付項目將於 SAP 執行或交付該項目之後一天，視為已完成並通過被授權人的驗收。

3. Licensee's General Responsibilities.

被授權人的一般責任。

- 3.1. Licensee is responsible for making the necessary arrangements to allow SAP to perform the Services.
被授權人需負責作出必要的安排讓 SAP 履行服務。
- 3.2. Licensee shall provide and make available all Licensee personnel that SAP reasonably requires in connection with performance of the Services and as may be further addressed in an applicable Order Form.
被授權人應向 SAP 提供 SAP 為履行服務而合理要求，以及適用訂購單中提及需要的所有可用人員。
- 3.3. If the Services are performed at Licensee's site, Licensee agrees to provide necessary access to its site including, but not limited to, appropriate access to Licensee premises, computer systems and other facilities.
如果在被授權人所在地提供服務，被授權人同意提供其所在地的存取，包括但不限於被授權人的辦公場所、電腦系統和其他設施的存取。

- 3.4. Licensee shall appoint a contact person to supply SAP with any necessary or relevant information and who shall have the authority to make decisions or obtain decisions from others expeditiously.
被授權人應指定一名聯絡人為 SAP 提供任何必要或相關的資訊；該聯絡人應有權作出決定或從其他有權決定的人那裡快速獲知決定。
- 3.5. Licensee ensures to have all necessary license rights including third party license rights required for the Services.
被授權人應確保其具有一切必要的授權，包括服務要求之第三方授權。
- 3.6. Before commencing live operation with any provided Service and/or Deliverable (including any Services provided to remedy a defect Licensee should test the provided work thoroughly for freedom from defects and for suitability in the situation. Licensee is responsible for appropriate precautions against the possibility that the works may have or cause faults and take precautions including, for example, data backups, error diagnosis, and regular results monitoring (including data quality). Except where otherwise expressly stated in writing in each individual case, SAP Consultants are always entitled to act on the assumption that all data with which they come into contact has met these precautions.
任何提供的服務和/或交付項目（包括修復瑕疵的任何服務）開始即時運作前，被授權人應徹底測試提供的工作是否無瑕疵，以及是否適合工作使用。被授權人應負責採取適當的預防措施，以防工作出錯或導致故障，應採取的預防措施包括資料備份、故障診斷，定期監測結果（包括資料品質）等。除個案另有明確書面載明外，SAP 顧問有權假設其接觸的所有資料已符合前述預防措施，並根據假設採取行動。

4 Change Request Procedures. **變更申請手續。**

- 4.1 Either party can request changes to the Service in accordance with the change request form attached to the Order Form ("Change Request").
當事人雙方均可依據附於訂購單之變更請求表（「變更請求表」）要求變更。
- 4.2 SAP will not perform under a Change Request until agreed to and signed by the parties.
SAP 將直到雙方同意並簽字後再執行變更請求。

5. Satisfaction with Personnel. **對人員的滿意度。**

If at any time Licensee or SAP is dissatisfied with the material performance of an assigned Consultant or a Licensee 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 shall use its reasonable discretion in accomplishing any such change (which also, in the case of SAP, shall be subject to staffing availability).
如果任何時間被授權人或 SAP 對於一名指定的顧問或被授權人的項目團隊成員不滿意，不滿的一方應及時以書面形式向另一方報告這種不滿，並可以要求換人。另一方應在合理斟酌的基礎上完成任何該類變化（SAP 在處理時應視人手情況而定）。

6 Compensation of SAP. **SAP 的補償。**

- 6.1 SAP will provide an invoice specifying the fees for each of the Services in accordance with the terms of the Order Form. Payment is due thirty (30) days after the invoice is issued. SAP reserves the right to apply late payment interest in accordance with applicable law.
SAP 將按照訂購單條款針對每項服務提出服務費發票。應於發票開出後三十 (30) 天內付款。SAP 有權依照適用法律請求逾期付款利息。
- 6.2 Fees and other charges described in this Agreement do not include Taxes. Any applicable direct pay permits or valid tax-exempt certificates must be provided to SAP prior to the execution of this Agreement. If SAP is required to pay Taxes, Licensee shall reimburse SAP for such amounts. Licensee hereby agrees to indemnify SAP for any Taxes and related costs (including those related to the long term assignment of SAP employees), interest and penalties paid or payable by SAP. This Section shall not apply to taxes based on SAP's income.
本合約中所述及費用及其他收費不含稅。執行本合約之前，應向 SAP 提供所有適用之直接付款許可或有效免稅憑證。若 SAP 需要支付稅捐，則被授權人應償還 SAP 上述金額。被授權人同意賠償 SAP 已支付或應付之任何稅金和相關成本（包括 SAP 員工長期任務的相關成本），及其利息和罰款。本條不適用依 SAP 收入所課徵之稅負。

7 Term and Termination. **期限和終止。**

- 7.1 Term of the Agreement. This Agreement shall remain in effect unless terminated earlier by either party in accordance with this Section 7.
合約的期限。 於當事人任一方依第 7 條提前終止合約前，本合約應持續有效。
- 7.2 Termination of the Agreement for Convenience. Either party may terminate this Agreement for convenience upon thirty (30) days' prior written notice to the other party. If this Agreement is terminated for convenience prior to the completion of one or more Order Forms, such termination will not affect the continuation of any such Order Form as governed by this Agreement.
任意終止。 任一方皆得發出三十 (30) 天事前書面通知予另一方，任意終止本合約。若本合約於一份或數份訂購單完成前任意終止，依本合約發出的訂購單不受合約終止影響。
- 7.3 Term of an Order Form or Service. Each Order Form and Service shall be effective on the effective date set forth in that Order Form, and shall remain in effect until end of term or completion of the Services in accordance with the Order Form or

the respective Service Description or terminated earlier by either party in accordance with Section 7. For the avoidance of doubt, the termination of any particular Service in accordance with this Section 7 shall not cause or result in the termination of any other Services ordered under the same Order Form nor reduce Licensee's liability for payments to SAP.

訂購單或服務期間。各訂購單和服務應自訂購單所載生效日起生效，直至依訂購單或各服務說明內容完成服務為止，或至任何一方依第 7 條提前終止為止。未無疑義，依第 7 條規定終止任何特定服務，同一訂購單之其他服務不受影響，亦不減少被授權人應付予 SAP 之款項。

- 7.4 **Termination of an Order Form for Convenience.** Except as otherwise agreed in an Order Form, each Order Form (excluding fixed-price Order Forms) may be terminated by either party upon thirty (30) days' prior written notice to the other party.
任意終止訂購單。除非在訂購單中另有約定，每一訂購單 (不包括固定價格訂購單)，皆可由任何一方發出三十 (30) 天事前書面通知予另一方，任意終止。

- 7.5 **Termination of Agreement and/or an Order Form for cause.**
合約及/或訂購單因故終止。

Either party may terminate this Agreement and/or an Order Form for cause:
任一方當事人於下列各款情形之一發生時，得終止本合約或任一訂購單：

7.5.1 upon thirty (30) days prior written notice of the other party's material breach of any provision (including more than thirty (30) days delinquency in Licensee's payment of any money due hereunder or any Order Form) of the Agreement or Order Form, as applicable, unless such party has cured such breach during such thirty (30) day period; or
提前三十 (30) 天書面通知對方嚴重違反本合約或訂購單中的任何條款 (如適用)，包括被授權人拖欠本合約或任何訂購單費用超過三十 (30) 天，除非被授權人在通知後 30 天內解決違約情事；或

7.5.2 immediately if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise breaches materially its obligations in Confidential Information or Assignment.
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機密資訊或指派義務，則可立即終止。

- 7.6 **Effect of Termination.** Licensee shall be liable for all payments to SAP, including fees for all Services, including expenses, incurred in the performance of such Services up to the date on which any termination of an Order Form or the Agreement takes effect. All Confidential Information of the other party provided in connection with this Agreement or Order Form, as applicable, in the possession of such party shall be returned to the disclosing party or destroyed with certification of such destruction from an individual of authority to bind the respective party.

終止之效力。被授權人應承擔應付予 SAP 的所有款項，包括所有服務的收費，包括直至訂購單或合約終止日時提供服務所產生的開支。當訂購單或合約終止時，對於任一方因與此合約或訂購單相關的原因所提供的機密資訊 (如有)，佔有該資訊的另一方應將這些資訊返回給對方或將其銷毀，並由可拘束該當事人之權責個人提出銷毀證明。

8 **Work Product.** 工作成果。

- 8.1 All title to and rights in the Services, Deliverables and Work Products, and all Intellectual Property Rights embodied therein, including techniques, knowledge or processes of the Services and/or Deliverables (whether or not developed for Licensee), shall be the sole and exclusively property of SAP and SAP SE. Licensee agrees to execute and to ensure its third parties execute such documentation as reasonably necessary to secure SAP's or SAP SE's title over such rights.
服務中的所有權利、交付項目和工作成果，以及其中所載的所有智慧財產權，包括服務的技術、知識或流程和/或交付項目 (不論是否為被授權人而開發)，應為 SAP 和 SAP SE 的獨佔財產。被授權人同意簽署，並在有合理必要性的情況下確保第三方簽署這些文件，從而確保 SAP 或 SAP SE 擁有此類權利。

- 8.2 Once all amounts due under an Order Form are paid in full and all claims have been satisfied, Licensee is granted a non-exclusive, non-transferable license for the duration of the license granted under the License Agreement, so long as Licensee complies with the terms of the License Agreement and this Agreement to use any Deliverables and Work Products provided to it by SAP under a relevant Order Form under this Agreement in order to run Licensee's and its Affiliates' internal business operations, and otherwise to the same extent as Licensee is granted a license to use the SAP Software, documentation and SAP Confidential Information in the License Agreement.

一旦一份訂購單下的所有款項已全額支付，且所有主張均已滿足，被授權人被授予非獨佔、不可轉讓的授權，得於依據授權合約擁有授權的這段期限，在被授權人符合授權合約與本合約條款的前提下，使用由 SAP 依本合約下相關訂購單之要求所提供的任何交付項目和工作成果，用於被授權人及其關係企業的內部業務營運，或以其他方式於相同範圍內，獲授權使用授權合約下之 SAP 軟體、文件和 SAP 機密資訊。

- 8.3 Licensee must immediately notify SAP in writing if any third party gains unauthorized access to SAP proprietary materials or Confidential Information. Licensee shall take all reasonable steps to stop such unauthorized access.

若任何第三方未經授權存取 SAP 專有材料或機密資訊，被授權人必須立即以書面通知 SAP。被授權人應採取所有合理步驟防止該未經授權存取。

9 **Confidentiality** 機密性

- 9.1 **Use of Confidential Information.** Confidential Information shall not be reproduced in any form except as required by the receiving party to perform its obligations under this Agreement and/or an Order Form. Any reproduction of any Confidential

Information of the other shall remain the property of the disclosing party and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the other, each party: (a) shall take all Reasonable Steps (defined below) to keep all Confidential Information strictly confidential; and (b) shall not disclose any Confidential Information of the other to any person other than its bona fide individuals whose access is necessary to enable it to exercise its rights hereunder. As used herein "Reasonable Steps" means those steps the receiving party takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care. Confidential Information of either party disclosed prior to execution of this Agreement shall be subject to the protections afforded hereunder.

使用機密資訊。除為履行本合約和/或訂購單之義務外，所有機密資訊都不得以任何形式加以複製。機密資訊之複製皆為揭露方所有，該複製需載明其為專有和機密資訊及原始出處。關於他方之機密資訊，每一締約方：(a) 應採取一切合理步驟（定義如下）確保所有機密資訊嚴格保密；和 (b) 不得透露任何他方之機密資訊予其他任何人於其真正需要使用該機密資訊之個人以使其能行使本合約所規範之權利如下。此處使用的「合理步驟」是指接收方採取相關步驟，以保護自身也有類似的專有和機密資訊，該保護不得低於合理的保護標準。任何一方之機密資訊於本合約前所揭露予他方者，該機密資訊皆受本合約之保護。

- 9.2 Exceptions. The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (b) has become generally available to the public without breach of this Agreement by the receiving party; (c) at the time of disclosure, was known to the receiving party free of restriction; or (d) the disclosing party agrees in writing is free of such restrictions.

機密資訊之例外。前述使用或公開機密資訊之規定將不適用於下列機密資訊：(a) 接受方自行獨立研發之資訊或從第三人合法取得之資訊，且該第三人於該資訊並無機密義務。(b) 已公開之資訊，且接受方對於其公開並無過失。(c) 在揭露時，已知接受方已不在限制之列。(d) 接受方經揭露方事前書面同意而揭露之資訊。

- 9.3 Confidential Terms and Conditions; Publicity. Licensee shall not disclose the terms and conditions of this Agreement or the pricing contained in an Order Form to any third party. Neither party shall use the name of the other party in publicity, advertising, or similar activity, without the prior written consent of the other, except that Licensee agrees that SAP may use Licensee's name in customer listings and to analyze and leverage details from this Agreement and/or Order Forms respectively (e.g., to forecast product demand), as part of SAP's marketing efforts (including without limitation reference calls and site visits at times mutually agreeable to the parties, press testimonials, site visits, SAPPHERE participation). SAP will make reasonable efforts to avoid having the reference activities unreasonably interfere with Licensee's business.

機密條款與條件；公開。被授權人不得向任何第三人揭露本合約之條款與條件，或訂購單所含的定價。任一方皆不得在未經對方事先書面同意之情況下，在公開、廣告或類似活動場所使用其他方的名稱，惟被授權人同意。在客戶清單中使用被授權人名稱，以及分別分析和利用本合約和/或各訂購單的細節（例如，預測產品的需求），作為行銷內容的一部分（包括但不限於雙方同意之參考呼叫和現場訪問、新聞測試稿、現場訪問、SAPPHERE 參與）。SAP 將負起合理責任，避免不合理之參考活動干擾被授權人之業務。

- 9.4 Residuals. Notwithstanding this section, a receiving party may use in its business activities the ideas, concepts and know-how related to information technology which are contained in the other party's Confidential Information and retained in the unaided memories of the receiving party's employees who have had access to such Confidential Information in connection with this Agreement.

殘留資訊。縱有本條規定，接收方得於其業務活動中使用他方機密資訊中所包含，且曾存取機密資訊的接收方員工獨立記憶所保留，與資訊科技相關的想法、概念、專有技術。

10 **Feedback** **回饋**

Licensee may be invited to participate in certain evaluations, presentations, meetings, surveys or discussions (collectively, "Discussions") for the purpose of informing Licensee of SAP's business and technology direction, and to allow Licensee (or as used herein includes Licensee's affiliates), at its sole discretion, to provide SAP (or as used herein SAP SE or other SAP entity) with input, comments or suggestions from Licensee, regarding SAP's business and technology direction and/or the possible creation, modification, correction, improvement or enhancement of the software, products and/or services of SAP, (collectively "Feedback"). Licensee grants to SAP a non-exclusive, perpetual, irrevocable, worldwide, transferable, royalty-free license, with the right to sublicense through multiple tiers, under all relevant Licensee Intellectual Property Rights, to use, publish, disclose, perform, copy, make, have made, use, modify, create derivative works, distribute, sell, offer for sale and otherwise benefit from Feedback in any manner and via any media. Content of Discussions may include areas outside the scope of Services and may relate to any SAP software, products, solutions and/or services. Confidential Information disclosed or made available by SAP, or Licensee during Discussions may only be used for the purpose of the Discussions and shall be protected from unauthorized use and disclosure in accordance with Section 9 of this Agreement. Licensee acknowledges that the information related to software, products, services, business or technology plans of SAP, disclosed during the Discussions, is only intended as possible strategies, developments, and functionalities and is not intended to bind SAP to any particular course of business, product strategy, and/or development.

獲授權方可能受邀參與特定評估、發表、會議、調查或討論（合稱「討論」），以使獲授權方了解 SAP 之業務及技術方向，並容許獲授權方（包括獲授權方之關係企業）自行決定是否針對 SAP 之業務及技術方向，及 / 或 SAP 軟體、產品及 / 或服務之可能製作、修改、修正、改良或升級方法，向 SAP（包括 SAP SE 或其他 SAP 實體）提供資訊、評論或建議（合稱「回饋」）。獲授權方在此針對一切相關之獲授權方智慧財產權，授予 SAP 非專屬、不可撤銷、可轉讓、免權利金之全球永久授權，得透過任何方式與媒體使用、發表、披露、展現、複製、製造、委託製造、修改、散佈、銷售、提供銷售回饋，或依回饋製作衍生產品或以其他方式獲益，並有權透過多層架構進行轉授權。討論內容可能超過本服務範圍，亦可能與任何 SAP 軟體、產品、解決方案及 / 或服務相關。SAP 或獲授權方在討論過程中披露或提供之機密資訊僅得用於討論目的，並應依本合約第 9 條規定設有保護措施，以避免未經授權使用或洩露。獲

授權方確認，於討論過程中披露之 SAP 軟體、產品、服務、業務或技術計畫相關資訊，僅得做為可能策略、發展和功能，不得約束 SAP 之任何特定業務過程、產品策略和/或發展。

11 Warranty 保固

11.1 Warranty 保固

SAP warrants that its Services shall be performed in a professional workman-like manner by Consultants with the skills reasonably required for the Services. SAP warrants that for ninety (90) days following completion of the Service the Deliverables will materially conform with specifications in accordance with the respective Service Description or Scope Document. However SAP does not warrant error-free or uninterrupted operation of any Service or Deliverable or that SAP will correct all non-conformities. Licensee shall notify SAP in writing of any Material Defects within the warranty period and provide SAP with a precise description of the problem and all relevant information reasonably necessary for SAP in order to rectify such Material Defect. The warranty shall not apply:

SAP 保證由具備服務合理必要技能的顧問，以專業方式履行服務。SAP 保證在服務完成之後的九十 (90) 天內，交付項目將在所有重要方面符合服務說明或服務範圍文件記載之規格。但 SAP 不保證任何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。被授權人在上述保固期內應以書面通知 SAP 任何重大缺陷，並應為 SAP 提供問題的準確描述，以及使 SAP 能糾正此類重大缺陷的所有合理必要相關資訊。本保固不適用於下列範圍：

- a. if the Work Products are not used in accordance with the Documentation; or
未依照說明文件使用工作成果，或
- b. if the defect is caused by a modification to the Work Product, Licensee or third-party software. SAP does not warrant that the Work Product will operate uninterrupted or that they will be free from minor defects or errors that do not materially affect such performance or that the applications contained in the Work Product are designed to meet all of Licensee's business requirements.
因修改工作成果或被授權人或第三方軟體而引起的瑕疵。SAP 不擔保工作成果作業不受中斷、不擔保工作成果不致出現未對效能構成實質影響之輕微瑕疵或錯誤，也不擔保工作成果包含之應用程式符合被授權人之所有業務需求。

11.2 Provided that within ninety (90) days of completion of the non-conforming Service Licensee notifies SAP in writing with a specific description of the material Services warranty breach within the warranty period and SAP validates the existence of such material breach or non-conformance, SAP will, at its option:

不合規服務完成後九十 (90) 天內，被授權人在保固期內以書面具體描述服務重大違反保固情事並通知 SAP，且 SAP 證實該重大違約或不合規事項確實存在時，SAP 得選擇：

11.2.1 re-perform the applicable Services or Deliverable; 重新履行相關服務或交付項目；

11.2.2 refund the fee paid or reallocate quota for the specific non-conforming Service or Deliverable. 針對特定不合規服務或交付項目退回已付費用或重新分配費用比例。

This is Licensee's sole and exclusive remedy for a warranty breach.
這是因為違反保固給予被授權人的唯一、專屬的補救措施。

11.3 SAP and its licensors disclaim all warranties express or implied or statutory, including without limitation, any implied warranties of merchantability or fitness for a particular purpose except to the extent that any warranties implied by law cannot be validly waived. SAP 及其授權人排除一切明示、默示、法律規定之擔保，包括但不限於任何適售性之默示擔保或特定目的之適用性，除依法不得有效排除之任何默示擔保。

12 Third Party Claims 第三人索賠

12.1 SAP shall defend (at its sole expense) Licensee against claims brought against Licensee by any third party alleging that Licensee's use of the Deliverables, in accordance with the terms and conditions of these GTCs, constitutes a direct infringement or misappropriation of a patent claim(s), copyright, or trade secret rights. SAP will pay damages finally awarded against Licensee (or the amount of any settlement SAP enters into) with respect to such claims, and will pay reasonable attorney's fees in connection with such defense. This obligation of SAP shall not apply if the alleged infringement or misappropriation results from (a) use of the Deliverables in conjunction with any other software or service or to free (no fee) or trial licenses (b) anything Licensee provides including but not limited to software, Licensee Data or Licensee provided configurations; or (c) a Licensee modification of the Deliverable which SAP did not provide, either directly or indirectly; or (d) the combination, operation, or use of with any product, data, or apparatus that SAP did not provide; or (e) as a result of SAP's compliance with the instructions, directives, or specifications of the Licensee.

SAP 應保護 (費用自理) 被授權人，使之免受任何第三方依據 GTC 條款與條件主張被授權人使用交付項目時，直接侵犯或濫用其專利權、著作權或商業機密權，而針對被授權人提出之索賠。SAP 將支付此索賠令被授權人最終承擔的損害賠償金 (或 SAP 達成的任何和解金額)，並就此等辯護支付合理的律師費。SAP 的這項義務不適用於所主張之侵權或濫用係起因於：(a) 與任何其他軟體或服務結合使用交付項目，或本服務的免費 (無需費用) 或試用授權；(b) 被授權人提供的任何內容，包括但不

限於軟體、被授權人資料或被授權人提供的組態；或 (c) 被授權人修改 SAP 未直接或間接提供的交付項目；或 (d) 與 SAP 未提供的任何產品、資料或裝置組合、操作或使用；或 (e) 因 SAP 符合被授權人的說明、指示或規格。

- 12.2 In the event a claim under Section 12.1 is made or in SAP's reasonable opinion is likely to be made, SAP may, at its sole option and expense: (i) procure for Licensee the right to continue using the Deliverable under the terms of these GTCs; or (ii) replace or modify the Deliverable to be non-infringing without material decrease in functionality. If SAP provides written notice to Licensee that the foregoing options are not reasonably available, SAP or Licensee may terminate these GTCs.

若依第 12.1 條提出索賠，或依 SAP 合理意見可能提出索賠，則 SAP 得依其選擇並自行承擔費用：(i) 為被授權人取得繼續依這些 GTC 條款使用交付項目的權利；或 (ii) 取代或修改交付項目成為非侵權但功能未顯著減少的服務。如果 SAP 向客戶發出書面通知，表示前述選項無法合理提供，則 SAP 或客戶得終止本 GTC。

- 12.3 Licensee shall defend SAP and its affiliated companies against claims brought against SAP by any third party arising from or related to (i) any use of the Services in violation of any applicable law or regulation; or (ii) an allegation that the Licensee Data or Licensee's use of the Services in violation of these GTCs violates, infringes or misappropriates the rights of a third party. The foregoing shall apply regardless of whether such damage is caused by the conduct of Licensee and/or its named users or by the conduct of a third party using Licensee's access credentials. If SAP fails to give Licensee timely notification in writing of any such claim Licensee shall be relieved of its obligations under this Section to the extent that Licensee is prejudiced by SAP's failure to provide or delay in providing such notice. Licensee is permitted to fully control the defense and any settlement of any such claim as long as such settlement does not include a financial obligation on or admission of liability by SAP or otherwise obligates SAP to specific performance. In the event SAP declines Licensee's proffered defense, or otherwise fails to cede full control of the defense to Licensee's designated counsel, then SAP waives Licensee's obligations under this Section 12.3. SAP shall reasonably cooperate in the defense of such claim and may appear, at its own expense, through counsel reasonably acceptable to Licensee.

被授權人應替 SAP 及其關係企業就任何第三方因下列事項或與之有關而對 SAP 提出之索賠進行抗辯：(i) 使用本服務違反任何適用法律或規章；或 (ii) 主張被授權人資料或被授權人違反這些 GTC 使用本服務侵犯、侵害或濫用第三方的權利。不論此類損害是否由被授權人和/或其具名使用者的行為或使用被授權人存取憑證的第三方之行為所致，上述規定均應適用。若 SAP 未能以書面形式就此索賠向被授權人發出及時通知，被授權人應免除其自身於本條之責任，限於 SAP 未能提供或延遲提供此通知會對被授權人造成損害的情況。被授權人獲許主導控制任何此類索賠的抗辯和任何和解事宜，只要該和解不涉及 SAP 的財務負擔或承認責任或以其他方式使 SAP 負有特定履約責任。若 SAP 拒絕被授權人提供之抗辯，或未將抗辯主導權交給被授權人指派之律師，則 SAP 即免除被授權人於第 12.3 條之責任。SAP 應合理配合上述索賠之抗辯，並得自費聘請被授權人可合理接受之律師出庭。

- 12.4 The obligations under this Section 12 are conditioned on (a) the party against whom a third party claim is brought timely notifying the other party in writing of any such claim, provided however that a party's failure to provide or delay in providing such notice shall not relieve a party of its obligations under this Section 12 except to the extent such failure or delay prejudices the defense; (b) the party who is obligated hereunder to defend a claim having the right to fully control the defense of such claim; and (c) the party against whom a third party claim is brought reasonably cooperating in the defense of such claim. Any settlement of any claim shall not include a financial or specific performance obligation on or admission of liability by the party against whom the claim is brought, provided however that SAP may settle any claim on a basis requiring SAP to substitute for the Managed Services any alternative substantially equivalent non-infringing services. The party against whom a third party claim is brought may appear, at its own expense, through counsel reasonably acceptable to the party obligated to defend claims hereunder. Neither party shall undertake any action in response to any infringement or misappropriation, or alleged infringement or misappropriation, that is prejudicial to the other party's rights.

第 12 條下的義務取決於 (a) 被第三方提出索賠之相關方是否及時以書面形式就任何此類索賠通知另一方，不過還規定，若相關方未提供或延遲提供此類通知，不得免除其於第 12 條下的義務，但此類未提供或延遲提供通知不利於辯護的情況除外；(b) 有義務依本合約為索賠進行辯護的相關方有權完全控制此類索賠的辯護；以及 (c) 被第三方提出索賠之相關方在對此類索賠辯護的過程中是否合理地合作。解決此類索賠不應包括財務或特定作為義務或被提出索賠之相關方承認的義務，不過還規定，SAP 可以透過要求 SAP 以任何大致相當的非侵權服務取代受管理服務來解決索賠。被第三方提出索賠之相關方應在費用自理的情況下透過律師為有義務根據本合約對索賠進行辯護之相關方所合理接受。雙方皆不應在回應任何侵權或濫用或所聲稱的侵權或濫用時採取有損另一方權利的任何行動。

- 12.5 The provisions of this Section 12 state the sole, exclusive, and entire liability of the parties, their affiliates and their licensors to the other party, and is the other party's sole remedy, with respect to third party claims covered hereunder and to the infringement or misappropriation of third-party intellectual property rights.

第 12 條之條款載明雙方、其關係企業或其授權人對於另一方的唯一、專屬和全部責任，且就下列第三方索賠以及侵犯或濫用第三方智慧財產權，為對另一方的唯一補償。

13 Limitation of Liabilities 責任的限制

Notwithstanding anything herein to the contrary, except for damages resulting from (I) unauthorized use to disclosure of Confidential Information (including Customer Data), (II) damages resulting from death or bodily injury arising from either party's gross negligence or willful misconduct, and (III) SAP's right to collect unpaid fees due hereunder, under no circumstances and regardless of the nature of the claim shall either party (or their respective affiliates or SAP's licensor's) be liable to each other to or any other person or entity under the Agreement for an amount of damages in excess of the fees paid for the applicable Services under the relevant Order Form or in the case of subscription based Services including managed services, the fees paid in the twelve (12) month period preceding the date of the incident giving rise to the liability, or, any special, incidental, consequential, or indirect damages, loss of good will or business profits, work stoppage or for exemplary or punitive damages.

縱本合約有任何其他相反規定，除因 (I) 未經授權使用、披露保密資訊 (包括客戶資料) 所生之賠償責任，(II) 任一方重大過失或故意不當行為導致人身傷亡之賠償責任，以及 (III) SAP 行使收取本合約未付費用權利的情形外，在任何情況下，並且不論索賠性質為何，雙

方中任何一方 (或其各自關係企業或 SAP 的授權人) 於本合約對另一方、任何其他人或實體所承擔的損害賠償金額, 概不超出依相關訂購單之相關服務所支付的費用, 或在基於租用的服務, 包括管理服務的情況下, 則為產生損害索賠事件當日前十二 (12) 個月已支付的服務費用; 亦不承擔任何特殊、附隨、衍生或間接性的損害、商譽或業務利潤的損失、作業停工、或懲罰性損害賠償。

14 **Assignment** **指派**

Licensee may not, without SAP's prior written consent, assign, delegate, pledge, or otherwise transfer this Agreement, or any of its rights or obligations under this Agreement, or the Work Products and Deliverables or SAP Confidential Information, to any party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation. SAP may (i) assign this Agreement to any of the SAP SE affiliates or (ii) subcontract all or part of the work to be performed under this Agreement or a relevant Order Form to a qualified third party.

被授權方不得在未經 SAP 事先書面同意下, 指派、委派、抵押或傳送本合約, 或將本合約之任何權利義務或工作成果或交付項目或 SAP 機密資訊轉至任一方, 不論是否自願或依法律操作亦然, 包括資產銷售方式、合併與併購。SAP 可能 (i) 將此合約指派給任何 SAP SE 關係企業或 (ii) 依本合約或有關訂購單將全部或部分工作轉包給合格第三方履行。

15 **General Provisions** **一般條款**

15.1 **Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

條款效力獨立。 本合約包含之一或多條條款對於各方應維持無效或在某方面無法執行, 此類無效性或無法執行性不得影響本合約之其他條款, 且建構本合約時不得包含此類無效或無法執行之條款。

15.2 **No Waiver.** If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

未棄權。 若任一方放棄違反本合約之任何條款, 則不應據以視為放棄相同或其他任何本文條款之先前或後續的違反事宜。

15.3 **Notice.** All notices or reports which are required or may be given pursuant to this Agreement shall be in writing and shall be deemed to be duly given when delivered to the respective executive offices of SAP and Licensee at the addresses first set forth above. Where in this Section 15.3 or elsewhere in this Agreement written form is required, that requirement can be met by facsimile transmission, exchange of letters or other written form.

通知。 本合約所需或提供之所有通知或報告皆應採書面形式, 且依適當方式提供至 SAP 和被授權人記於以上之通訊地址的個別執行處。無論是本第 15.3 條或本合約其他地方要求書面形式時, 傳真、書信往來或其他書面形式均可滿足此要求。

15.4 **Independent Contractor.** The relationship of SAP and Licensee established by this Agreement is that of an independent contractor and no employment, agency, trust, partnership or fiduciary relationship is created by this Agreement.

獨立承包商。 SAP 和被授權人在本合約中建立的是一個獨立承包商的關係; 本合約並不建立僱傭、代理、委託、合夥或信託關係。

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

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

15.6 **Governing Law.** This Agreement and any claims arising out of or relating to this Agreement and its subject matter shall be governed by and construed under the laws of Taiwan, without reference to its conflicts of law principles. In the event of any conflicts between foreign law, rules, and regulations, and Taiwan law, rules, and regulations, Taiwan law, rules, and regulations shall prevail and govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Uniform Computer Information Transactions Act as enacted shall not apply. Licensee must initiate a cause of action for any claim(s) arising out of or relating to this Agreement and its subject matter within one (1) year from the date when Licensee knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

準據法。 本合約及任何衍生或與本合約有關之索賠及事項應受台灣法律之管制, 並據此詮釋, 且不適用衝突法原則。若台灣法律、規則和法規與國外法律、規則和法規發生任何衝突, 則應以台灣法律、規則和法規為準。「聯合國契約公約有關國際貨物買賣」不適用於本合約。不適用「統一電腦資訊交易法案」(Uniform Computer Information Transactions Act)。被授權人必須自知悉或經合理調查後應能知悉導致索賠之事實起一 (1) 年內, 提出關於本合約及其系爭事項之任何索賠。

15.7 **Non-Solicitation.** Neither party shall knowingly solicit or hire, any of the other party's employees involved in the Services during the term of the applicable Order Form and for a period of six (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 solicit or recruit generally in the media.

禁止招攬。 在適用訂購單有效期間與其終止後之六 (6) 個月期間, 未經另一方明確書面同意, 任一方皆不得有意徵求或聘僱另一方涉及本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徵求或聘僱的權利。

15.8 Time.
時間。

All dates with respect to performance of the Services are estimated and Time shall not be deemed of the essence.
本服務履行時間皆為預估日期，時間非本合約要件。

15.9 Entire Agreement; Written Form; Hierarchy. This Agreement, including all applicable Order Forms and Service Descriptions thereto, constitutes the entire agreement with respect to the subject matter hereof and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter.

完整合約；書面形式；層次。 本合約，包括所有適用訂購單及服務說明，構成雙方就本合約主要相關事項的完整合約，並取代雙方涉及同一主旨的所有先前的合約，無論其為書面還是口頭。

15.9.1 No modifications, amendments, or supplements to this Agreement shall be effective for any purpose unless in writing and signed by the authorized signatories of the parties. The foregoing provision also applies to any waiver of the written-form requirement. Where in this Section and elsewhere in this Agreement or an Order Form written form is required, that requirement can be met by facsimile transmission, exchange of letters, or other written form (excluding emails).

對本合約的任何修改、修訂或補充，無論其目的如何，如未形成書面形式並經雙方授權簽字人簽署，均為無效。上述規定也適用於任何要求免除書面形式的請求。無論是本條和本合約或訂購單其他地方要求書面形式時，傳真、書信往來或其他書面形式均可滿足此要求 (不包括電子郵件)。

15.9.2 In the event of any inconsistencies between the Agreement and an Order Form, the Order Form shall take precedence over the Agreement. The Agreement and the Order Form prevails over any Service Description.

如合約與任一訂購單之間存在任何不一致之處，以訂購單為準。本合約和訂購單優先適用於服務說明。

15.9.3 No conflicting or other conditions, including Licensee's general terms and conditions, form any part of the Agreement or Order Form, even where SAP has performed Services without expressly rejecting such conditions. Any purchase order or other document issued by Licensee is for administrative convenience only. If, for reasons related to Licensee's internal arrangements or otherwise, Licensee's conditions of purchase or other standard terms are included by insertion, reference, enclosure, attachment or otherwise in Licensee's acceptance of SAP's offer (for example, in Licensee's purchase order), Licensee cannot rely on those conditions or terms and they are not incorporated in and do not form any part of the Agreement or Order Form, and failure to expressly exclude them does not imply their acceptance.

任何衝突條件或其他條件，包括被授權人的一般條款和條件，都不構成合約或訂購單的任一部分，即使 SAP 在未明確拒絕這種條件的情況下已提供服務，亦同。被授權人所發出的任何訂購單或其他文件僅是為了方便行政管理。如果因為被授權人的內部安排或其他原因，被授權人的購買條件或其他標準條款透過插入、引用、包含、附件或以其他方式納入被授權人對於 SAP 報價的接受文件 (例如，被授權人的採購單)，被授權人也不能依靠這些條件或條款；此等條款不構成合約或訂購單的任一部分，而未能將此等條款明確排除在外，並不暗示接受此等條款。

15.10 Regulatory Matters.
法規事宜。

The SAP Confidential Information inclusive of all Services, Work Product and Deliverables and other SAP Materials are subject to the export control laws of various countries, including without limit the laws of the United States, Germany and Taiwan. Licensee agrees that it will not submit the SAP Services, Work Product, Deliverables, other SAP Materials or SAP Confidential Information to any government agency for licensing consideration or other regulatory approval without the prior written consent of SAP, and will not export the Confidential Information to countries, persons or entities prohibited by such laws. Licensee shall also be responsible for complying with all applicable governmental regulations of the country where Licensee is registered, and any foreign countries with respect to the use of the Confidential Information by Licensee and/or its subsidiaries or authorized users.

SAP 機密資訊，包括所有服務、工作成果、交付項目和其他 SAP 材料均受到不同國家的出口管制法律規，包括但不限於美國、德國和台灣。被授權人同意不會在未經 SAP 事先書面同意的情況下，基於授權考量或其他法規核准考量而向任何政府機關提供 SAP 服務、工作成果、交付項目、其他 SAP 材料或 SAP 機密資訊，且不會將機密資訊出口至上述法律禁止之國家、個人或實體。被授權人亦應負責遵守被授權人註冊所在國家，以及任何境外國家之所有關於被授權人和/或其子公司或授權使用者使用機密資訊之適用政府法規。

15.11 Survival.
條款存續。

Sections 7 (Term), 8 (Work Product), 9 (Confidentiality), 13 (Limitation of Liabilities), 15.6 (Governing Law), and 15.7 (Non-Solicitation) shall survive any termination of this Agreement.

第 7 條 (期間)、第 8 條 (工作成果)、第 9 條 (機密性)、第 13 條 (責任限制)、15.6 (準據法)、15.7 (禁止招攬) 在本合約終止後持續有效。

15.12 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。

16 System Security and Data Safeguards.
系統安全和資料保障。

When SAP is given access to Licensee's systems and data, SAP shall comply with Licensee's reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. In connection with such access, Licensee shall be responsible for providing SAP Consultants with user authorizations and passwords to access its systems and revoking such authorizations and terminating such access, as Licensee deems appropriate from time to time. Licensee shall not grant SAP access to Licensee systems or personal information (of Licensee or any third party) unless such access is essential for the performance of 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 為被授權人提供系統和資料的存取時，SAP 應當遵守被授權人的合理行政、技術和實體安全保障要求，從而保護此類資料和防止未經授權的存取。對於此類存取，被授權人應負責向 SAP 提供擁有使用者授權和密碼存取其系統並撤銷授權、終止此類存取的顧問，以被授權人在不同時間認為適當為宜。被授權人不得授予 SAP 存取被授權人的系統或個人資訊（屬於被授權人或任何第三方），除非此類存取對於依合約提供服務是必不可少的。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。