SAP SERVICES GENERAL TERMS AND CONDITIONS – SAP AS A SUBCONTRACTOR
SAP 服務一般條款與條件 – SAP 作為分包商時適用

1. **DEFINITIONS**
   名詞定義

1.1. "**Affiliate**" means any legal entity in which SAP SE, Prime Contractor 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 主要承包商或客戶直接或間接持有 50% 以上實體股份或表決權之任何法律實體。任何法律實體僅在維持上述利益期間內方視為關係企業。

1.2. "**Agreement**" means the agreement as defined in the applicable Order Form.
「**合約**」係指依適用訂購單所定義之合約。

1.3. "**Authorized User**" means any individual to whom Customer grants access authorization to use the Cloud Service or SAP Software under the License Agreement.
「**授權使用者**」係指客戶根據授權合約授予其使用雲端服務或 SAP 軟體之存取授權的任何個人。

1.4. "**Change Request**" means a change request made in accordance with Section 4 below and in the form made available by SAP from time to time or included in the Order Form.
「**變更請求**」係指照下述第 4 條之規定、並依 SAP 不時提供或訂購單中所納入的方式提出之變更請求。

1.5. "**Cloud Service**" means any distinct, hosted, supported and on-demand solution provided by SAP, an SAP Affiliate or an authorized reseller of SAP under an Order Form for Cloud Services.
「**雲端服務**」係指任何由 SAP、SAP 關係企業或 SAP 的授權轉售商依雲端服務的訂購單提供之獨特、受託管及支援、隨選的解決方案。

1.6. "**Confidential Information**" means all information which the disclosing party protects against unrestricted disclosure to others that the disclosing party or its Representatives designates as confidential, internal and / or proprietary at the time of disclosure or should reasonably be understood to be confidential at the time of disclosure given the nature of the information and the circumstances surrounding its disclosure.
「**機密資訊**」係指揭露方禁止相關人等不加限制而對他人揭露之下列所有資訊：揭露方或其代表人，在揭露時指定為機密、內部和/或專屬資訊者；或鑒於資訊的性質及揭露時的情況，應在揭露時合理視為機密資訊者。

1.7. "**Consultants**" means employees and third-party contractors which SAP utilizes to provide Services to Prime Contractor.
「**顧問**」係指 SAP 用於向主要承包商提供服務的員工和第三方承包商。

1.8. "**Customer**" means the end customer of the Prime Contractor, with such Customer to be identified in the relevant Order Form.
「**客戶**」係指主要承包商之終端客戶，是類客戶將於相關訂購單中予以指定。

1.9. "**Customer Data**" means any content, materials, data and information that Prime Contractor, Customer or Customer's Authorized Users enter into the production system of a Cloud Service or that Prime Contractor or Customer derives from its use and stores in the Cloud Service (e.g. Customer-specific reports). Customer Data does not include any component of the Cloud Services, Services, or SAP Materials. Customer Data and its derivatives will not include SAP's Confidential Information.
「**客戶資料**」係指客戶或其授權使用者簽訂雲端服務生產系統所涉及之任何內容、材料、資料與資訊，或是客戶使用雲端服務所衍生及儲存於該服務之資料 (如客戶專屬報告)。客戶資料並未包括雲端服務、服務或 SAP 資料的任何元件。客戶資料及其衍生資料將不包含 SAP 機密資訊。

1.10. "**Deliverables**" means those specific Work Products which are explicitly identified as a "Deliverable" under the applicable Order Form.
「**交付項目**」係指適用訂購單中明確識別為「交付項目」之特定工作成果。

1.11. "**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。

1.12. "**Feedback**" means input, comments or suggestions regarding SAP's business and technology direction or the possible creation, modification, correction, improvement or enhancement of the Cloud Services, SAP Software or Services (as applicable) purchased by the Prime Contractor or Customer under the Agreement.

「**回饋意見**」係指針對 SAP 業務和技術方向以及主要承包商或客戶根據本合約所購買的雲端服務、SAP 軟體或服務 (視何者適用) 之可能建立、修改、修正、改良或增強而提供之意見、評論或建議。

1.13. "**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。

1.14. "**License Agreement**" means the agreement between SAP (or an SAP SE Affiliate, or an authorized reseller) and the Customer under which Customer procured the rights to use SAP Software or a Cloud Service.

「**授權合約**」係指與 SAP (或 SAP SE 關係企業或授權轉銷商) 和客戶之間的合約；客戶依此合約購買 SAP 軟體或雲端服務的使用權利。

1.15. "**Material Defect**" means the Deliverable fails to substantially comply with the applicable and corresponding acceptance criteria for that Deliverable set forth in the Order Form.

「**重大瑕疵**」係指交付項目實質上無法符合訂購單所載之該交付項目的相關與相應驗收標準。

1.16. "**Order Form**" means the applicable ordering document for Services that references these GTC.

「**訂購單**」係指服務之相關訂購文件，其內容係引用 GTC。

1.17. "**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。

1.18. "**SAP Materials**" means any materials (including statistical reports) provided, developed or made available by SAP (independently or with Prime Contractor's or Customer's cooperation) in the course of performance under the Agreement. This includes but is not limited to Deliverables and the delivery of any Services to the Prime Contractor. SAP Materials do not include the Customer Data or Prime Contractor Confidential Information.

「**SAP 資料**」係指由 SAP 於依合約進行履約過程中 (獨立或與主要承包商或客戶合作) 所提供、開發或提供使用之任何資料 (包括統計報告)。其中包括但不限於交付項目及對主要承包商的任何服務之交付。SAP 資料不包括客戶資料或主要承包商機密資訊。

1.19. "**SAP SE"** means SAP SE, a parent company of SAP.

「**SAP SE**」係指 SAP 之母公司，SAP SE。

1.20. "**SAP Software**" means:

「**SAP 軟體**」係指：

    i. software products licensed and delivered to Customer as specified in software order forms between SAP (or an SAP SE Affiliate or an authorized reseller) and Customer;

    所有依 SAP (或 SAP SE 關係企業或授權轉銷商) 與客戶間所訂立之軟體訂購單的規定而授權並交付予客戶之軟體產品；

ii.   any new releases, updates or versions thereof made available under a License Agreement for SAP Software and Support; and
依據 SAP 軟體與支援之授權合約茲此提供之任何新發行版本、更新或版本；以及

iii.   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。

1.21.   "**Scope Document**" means the document that is provided with and becomes part of the Order Form and which defines sometimes in conjunction with a Service Description the Services to be provided.
「**範圍文件**」係指與訂購單一起提供並成為訂購單一部分之文件，有時其與服務說明一起定義要提供的服務。

1.22.   "**Services**" mean those service(s) as further defined by those specific Scope Documents provided to Prime Contractor under an Order Form that references these GTC.
「**服務**」係指特定服務範圍文件所定義，並依參照這些 GTC 之訂購單向主要承包商所提供之服務。

1.23.   "**Service Description**" means pre-defined descriptions of services found at http://www.sap.com/servicedescriptions current as of the effective date of the Order Form which in conjunction with a Scope Document defines the Services to be provided and becomes part of the Order Form.
「**服務說明**」係指可於 http://www.sap.com/servicedescriptions 上找到的預先定義的服務說明，以訂購單生效日期的最新版本為準，與範圍文件一起定義了 SAP 將提供的服務，並成為訂購單的一部分。

1.24.   "**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。

1.25.   "**Work Product**" means any work product or tangible results produced by or with SAP, including works created for or in cooperation with Prime Contractor or Customer.
「**工作成果**」係指由 SAP 產生或與 SAP 共同產生的任何工作成果或有形結果，包括為主要承包商或客戶建立或與之合作建立的成果。

2.   PROVISION OF SERVICES
服務的提供

2.1.   Performance
效能

2.1.1.   SAP will provide the Services in accordance with the Order Form and these GTC.
SAP 將依照訂購單與本 GTC 提供服務。

2.1.2.   If any Service, in whole or in part, cannot be provided by SAP due to a Prime Contractor issue or a Customer issue and Prime Contractor fails to provide SAP with reasonable advance notice, the time spent by Consultants on such Service will be charged to Prime Contractor.
如果因為主要承包商或客戶的問題導致 SAP 無法提供全部或部分的任何服務，且主要承包商未能向 SAP 提出合理的事先通知，則由顧問為此類服務所花時間應由主要承包商付帳。

2.2.   Time not of Essence
時間非本合約要件

2.2.1.   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，時間非本合約實質要件。

2.3.   Acceptance
驗收

2.3.1.   If the applicable Order Form expressly states that the Deliverables are subject to acceptance and does not otherwise specify an acceptance procedure, the following acceptance procedure applies:
如果適用的訂購單明確聲明交付項目需受驗收所拘束，且不會另行指定驗收程序，則適用以下驗收程序：

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

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

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

如果有關交付項目通過訂購單規定之約定驗收標準，主要承包商將接受交付項目。主要承包商不得無理截留交付項目不通過驗收。若主要承包商通知 SAP 由於重大瑕疵已拒絕交付項目，則主要承包商應於十天期間內提供書面聲明，並指出重大瑕疵根據。

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

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

d) 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. Prime Contractor shall not make productive use and shall procure that Customer does not make productive use of a Deliverable unless it has been accepted (either expressly or by passage of time).

客戶接受交付項目，即應視為接受與該交付項目關聯之所有服務，且 SAP 不再承擔已接受交付項目相關之進一步義務。除非已接受 (明確或隨時間推移而接受)，主要承包商不得以正式運作目的使用，且應購買客戶未以正式運作目的使用的交付項目。

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

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

3. PRIME CONTRACTOR'S GENERAL RESPONSIBILITIES
主要承包商的一般責任

3.1. Access, System Security and Data Safeguards
存取、系統安全和資料保障

3.1.1. Prime Contractor will make the necessary arrangements to allow SAP to perform the Services, including the availability of consistent, stable and fast remote connectivity and the necessary authorizations for remote access to Customer's systems.
主要承包商需負責作出必要的安排讓 SAP 履行服務，包括提供一致、穩定又快速的遠端連線以及遠端存取客戶系統之必要授權。

3.1.2. If the Services are performed at Prime Contractor's or Customer's site, Prime Contractor agrees to provide necessary access to such site including appropriate access to Prime Contractor or Customer premises, computer systems and other facilities.
若在主要承包商或客戶所在地提供服務，主要承包商同意提供其所在地的必要存取權，包括對主要承包商或客戶的辦公場所、電腦系統和其他設施的適當存取權。

3.1.3. When SAP is given access to Prime Contractor's or Customer's systems and data, SAP shall comply with Prime Contractor's reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. In connection with such access, Prime Contractor shall be responsible for providing Consultants with user authorizations and passwords to access its systems and revoking such authorizations and terminating such access, as Prime Contractor deems appropriate from time to time. Prime Contractor shall not grant SAP access to Prime Contractor or Customer systems or personal information (of Prime Contractor,

Customer or any third party) unless such access is essential for the performance of Services under the Agreement. No breach of this provision shall be deemed to have occurred in the event of SAP's non-conformance with the aforementioned safeguard but where no personal information has been compromised.

SAP 為主要承包商提供系統和資料的存取時，SAP 應當遵守主要承包商的合理管理、技術和實體安全保障要求，從而保護此類資料並防止未經授權的存取。對於此類存取，主要承包商應負責向顧問提供擁有使用者授權和密碼存取其系統並撤銷授權、終止此類存取的人力資源，以主要承包商在不同時間認為適當為宜。主要承包商不得授予 SAP 存取主要承包商或客戶系統或個人資訊 (屬於主要承包商、客戶或任何第三方)，除非此類存取對於依本合約履行服務係屬必不可少的。若發生 SAP 不符合上述保障要求的情況，但並未發生個人資訊失密事件，則應視同並沒有違反此條款之情事。

3.2. Prime Contractor Cooperation
主要承包商合作

3.2.1. Prime Contractor shall provide and make available all Prime Contractor personnel that SAP reasonably requires in connection with performance of the Services and as may be further addressed in an applicable Order Form. Prime Contractor shall procure the availability of any Customer personnel that SAP reasonably requires in connection with performance of the Services.
主要承包商應向 SAP 提供 SAP 為履行服務而合理要求，以及相關訂購單中提及需要的所有可用人員。主要承包商應確保客戶人力可用度，以因應 SAP 為履行服務之合理要求。

3.2.2. Prime Contractor shall appoint a contact person with the authority to make decisions and to supply SAP with any necessary or relevant information expeditiously. Prime Contractor may instead appoint an employee of the Customer, however subject always to the condition that the employee of the Customer shall be given full authority to make decisions on behalf of the Prime Contractor in relation to this Agreement and as required by this section. In such a case, SAP shall be entitled to fully rely on the decisions of the employee of the Customer as an authorized representative of the Prime Contractor.
主要承包商應指定一名聯絡人，其應有權進行決策以及將任何必要或相關資訊迅速提供予 SAP。主要承包商得改為指定一名客戶員工，惟依本條規定，該前提為客戶員工應就本協議相關內容取得代表主要承包商制定決策之完整授權。在此情況下，SAP 對於身為主要承包商授權代表人之客戶員工，應有權充分信賴其決策。

3.3. Use Rights Prerequisites
使用權利先決條件

3.3.1. Prime Contractor shall ensure it has all necessary license rights for the SAP Software or Cloud Service as well as any relevant third party license or use rights required to perform the Services. Prime Contractor agrees to ensure that Customer has all necessary license rights including third party license rights required for SAP's performance of the Services.
主要承包商應確保擁有 SAP 軟體或雲端服務的所有必要授權，以及履行服務所需的任何相關第三方授權或使用權利。主要承包商同意確保客戶具有一切必要的授權，包括 SAP 履行服務要求之第三方授權。

4. **CHANGE REQUEST PROCEDURES**
變更請求程序

4.1. Change Requests
變更請求

4.1.1. Either party can request changes to the Services.
任何一方當事人均可以提出服務變更請求。

4.1.2. SAP is not required to perform under a Change Request prior to the execution by the parties of the applicable Change Request.
在各方當事人簽署適用的變更請求之前，SAP 不需要根據變更請求執行。

5. SATISFACTION WITH PERSONNEL
對人員的滿意度

If at any time Prime Contractor or SAP is dissatisfied with the material performance of an assigned Consultant or a Prime Contractor project team member, the dissatisfied party shall promptly report such dissatisfaction to the other party in writing and may request a replacement. In the case of SAP dissatisfaction with a Customer project team member, SAP shall report such dissatisfaction to the Prime Contractor. 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).

如果任何時間主要分包商或 SAP 對於一名指定的顧問或主要分包商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。若 SAP 對客戶專案團隊成員不滿意，則 SAP 應向主要承包商報告該不滿情形。另一方應在合理斟酌的基礎上完成任何該類變化 (SAP 在處理時需應視人手情況而定)。

6. FEES AND TAXES
費用與稅捐

6.1. Fees and Payment
費用與付款

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

主要承包商應依訂購單所載付費。若主要承包商未依照合約條款支付任何費用，則除了任何其他可用的補救措施外，SAP 得中止提供服務，直到客戶付款為止。SAP 在進行任何此等中止之前，應事先以書面通知主要承包商。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。

6.1.2. SAP's remuneration (or SAP's receipt of such remuneration) shall not in any way be conditioned upon the Prime Contractor receiving payment from the Customer.
SAP 之報酬 (或 SAP 對該報酬之收受) 不應受限於主要承包商是否收到客戶付款。

6.2. Taxes
稅捐

6.3. 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。

7. TERM AND TERMINATION
期限和終止

7.1. Term of the Agreement
合約期間

The Agreement becomes effective as of the Effective Date specified in the Order Form and shall remain in effect until the end of the term as specified in the Order Form or on completion of the Services in accordance with the Agreement, unless otherwise terminated earlier by either party in accordance with these GTC.

本合約自訂購單中所指定生效日期起生效，並應持續有效直至訂購單中所指定的期間結束或依照本合約完成服務為止，但若任一方當事人依照本 GTC 另行提前終止者，不在此限。

7.2. Termination of the Agreement
合約之終止

7.2.1. 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 Prime Contractor's failure to pay any money due hereunder within 30 days of the payment due date) unless the breaching party has cured such breach during such 30 day period.
提前 30 日以書面通知他方當事人嚴重違反合約之任何條款之情事 (包括主要承包商未能依合約規定在付款到期日後 30 日內支付任何應付款項)，但若違約方在此等 30 日期間內補正違約行為則除外。

b) immediately if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise materially breaches sections 9 of these GTC.
另一方當事人提出破產申請，無償付能力，或為債權人利益轉讓其權利，或以其他方式嚴重違反本 GTC 第 9 條之規定，則可立即終止。

7.2.2. SAP may terminate the Agreement immediately if Prime Contractor breaches sections 8, 15.4 or 15.6 of the GTC.
若主要承包商違反 GTC 的第 8 條、第 15.4 條或第 15.6 條之規定，SAP 得立即終止本合約。

7.2.3. Either party may terminate the Agreement (excluding fixed-price Services, Premium Engagement Services and subscriptions or monthly reoccurring Services) upon 30-days prior written notice to the other party, unless otherwise agreed in an Services Order Form.
任一方當事人得終止合約 (不包括固定價格制服務、Premium Engagement Services 和訂閱型或每月週期性服務之合約)，其應於 30 天前發出事先書面通知另一方當事人，但若服務訂購單中另行商定者，不在此限。

7.3. Effect of termination
終止之效力

7.3.1. Prime Contractor shall be liable for payment of all costs, fees and expenses up to the effective date of termination for:
主要承包商應負責承擔下列項目之所有成本、費用和支出的款項，直至其終止生效日期為止：

a) any completed, partially completed or scheduled Services from any phase or milestone;
從任何階段或里程碑而言，任何已完成、部分完成或排程的服務；

b) any reasonable committed costs or expenses; and
任何合理承諾的成本或開支；以及

c) any non-refundable travel costs including visa costs and related expenses.
任何不可退款的差旅費用，包括簽證費和相關費用。

7.4. Survival
存續效力

Sections 1, 6, 7, 8, 9, 11, 13, 14 and 15 of these GTC survive the expiry or termination of the Agreement.
合約到期或終止後，本 GTC 的第 1 條、第 6 條、第 7 條、第 8 條、第 9 條、第 11 條、第 13 條、第 14 條與第 15 條仍繼續有效。

8. INTELLECTUAL PROPERTY RIGHTS
智慧財產權

8.1. SAP Ownership
SAP 所有權

8.1.1. Except for any rights expressly granted to Prime Contractor under the Agreement, SAP, SAP SE, their Affiliates or licensors own all Intellectual Property Rights in and any derivative works of:
除依合約所明示授予主要承包商之任何權利外，SAP、SAP SE、其關係企業或授權人擁有以下各項及其任何衍生作品的所有智慧財產權：

a) SAP Materials; and
SAP 資料；以及

b) any Services, Deliverables and Work Products (including any techniques, knowledge or processes of the Services or Deliverables) whether or not developed for the Prime Contractor or Customer.

任何服務、交付項目和工作成果 (包括服務或交付項目的任何技術、知識或程序)，無論其是否為主要承包商或客戶而開發均同。

8.2. Prime Contractor 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.

主要承包商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。

8.3. Protection of Rights
權利保護

8.3.1. Except for any rights expressly granted to Prime Contractor under the Agreement, Prime Contractor shall not remove SAP's copyright and authorship notices.

除依合約所明示授予主要承包商之任何權利外，主要承包商不得移除 SAP 之著作權和著作人聲明。

8.4. Any Services, Deliverables, and Work Products provided by SAP prior to the execution of an applicable Order Form or a Change Request are the sole property and Confidential Information of SAP and shall be governed by the terms of the Agreement. If no Order Form is completed, all 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 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，應受合約條款約束。若未填寫訂購單，則所有服務、工作成果和交付項目必須予以歸還或刪除，不得加以使用。

8.5. Once all amounts due under an Order Form are paid in full and all claims have been satisfied, Prime Contractor is granted a non-exclusive, non-transferable license to use any Deliverables and Work Products provided to it by SAP under a relevant Order Form under the Agreement solely to permit Prime Contractor to sub-license such SAP Deliverables and Work Product to the Customer in order to run Customer's and its Affiliates' internal business operations. This sub-license shall be granted for the same term and to the same extent as Customer is granted a license to use the SAP Software or the Cloud Service under the License Agreement. The foregoing will be subject to (i) Prime Contractor's compliance with the terms of this Agreement; and (ii) Customer compliance with the terms of the License Agreement.

一旦依訂購單的所有應付款項全部付清且滿足所有主張，授予主要承包商非專屬、不可轉讓的使用權，得以使用由 SAP 依合約根據相關訂購單所提供的任何交付項目和工作成果，僅供主要承包商就 SAP 交付項目與工作成果轉授權予客戶，來執行客戶及其關係企業的內部業務營運。此轉授權應授予相同條款及相同程度，如同根據授權合約授予客戶權限使用 SAP 軟體或雲端服務。上述內容受制於 (i) 主要承包商遵守本合約之條款；以及 (ii) 客戶遵守本合約之條款。

8.6. Prime Contractor must immediately notify SAP in writing if any third party gains unauthorized access to SAP proprietary materials or Confidential Information. Prime Contractor shall take all reasonable steps to stop such unauthorized access. Prime Contractor shall also undertake such notification and informing duties on behalf of the Customer and shall ensure that the Customer takes all necessary steps to stop such unauthorized access.

若任何第三方未經授權存取 SAP 專有資料或機密資訊，主要承包商必須立即以書面通知 SAP。主要承包商應採取一切合理步驟制止這種未經授權的存取。同時，主要承包商除應代表客戶盡通知即告知義務，亦應確保客戶採取一切必要步驟制止該未經授權之存取。

9. **CONFIDENTIALITY**
保密

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

9.1.1. 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 9;
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 9 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。

9.1.2.　Prime Contractor shall not disclose any information about the Agreement, its terms and conditions, the pricing or any other facts relating thereto to any third party including the Customer, save for any practical, non-commercial terms required by SAP to be passed through to the Customer by the Prime Contractor.
主要承包商不得向包含客戶在內之任何第三方，揭露有關合約、其條款與條件、定價或任何其他相關事實的任何資訊，針對 SAP 要求主要承包商傳遞給客戶之任何可行、非商業條款進行保密。

9.1.3.　Confidential Information of either party disclosed prior to execution of the Agreement will be subject to this Section 9.
本合約締結前已揭露之當事人機密資訊，亦將受本文第 9 條所約束。

9.2.　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揭露方之機密資訊；惟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。

9.3.　Exceptions
例外

9.3.1.　The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that:
使用或揭露機密資訊的限制，不適用於以下任何機密資訊：

a)　　is independently developed by the receiving party without use or reference to the disclosing party's Confidential Information;
由接收方獨立開發，而未使用或參照揭露方之機密資訊；

b)　　has become generally known or available to the public through no act or omission by the receiving party;
因接收方不作為或過失而成為公眾普遍知悉或可取得者；

c)　　at the time of disclosure, was known to the receiving party free of confidentiality restrictions;
揭露資訊時，接收方已知此資訊不受保密限制；

d)   is lawfully acquired free of restriction by the receiving party from a third party having the right to furnish such Confidential Information; or

接收方自有權提供此類機密資訊的第三方合法取得且未受限制之資訊；或

e)   the disclosing party agrees in writing is free of confidentiality restrictions.

揭露方以書面方式同意免除保密限制者。

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

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

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

a)   if a legal proceeding has been instituted to seek disclosure of the Confidential Information, such material shall not be destroyed until the proceeding is settled or a final judgment with respect thereto has been rendered; and

若已提起法律程序尋求機密資訊之揭露，則在該程序和解或作出最終裁決前，不得銷毀此等資料；以及

b)   the receiving party shall not, in connection with the foregoing obligations, be required to identify or delete Confidential Information held in archive or back-up systems in accordance with general systems archiving or backup policies.

就上述義務而言，接收方無須根據一般系統封存或備份政策識別或刪除保留在封存或備份系統中的機密資訊。

9.4.2.   The obligation in this Section 9.4 shall not apply to Work Products provided by SAP to Prime Contractor under any Services (if applicable), unless the Agreement is terminated by SAP in accordance with Section 7.2.1 or 7.2.2. above.

本文第 9.4 條所規定之義務應不適用於 SAP 依據任何服務提供給主要承包商 (若適用) 的工作成果，但若 SAP 依照上述第 7.2.1 條或第 7.2.2 條終止合約則不在此限。

10.   PUBLICITY
公開宣傳

Neither party will use the name of the other party in publicity activities without the prior written consent of the other, except that Prime Contractor will obtain Customer's consent for SAP to use Customer's name in customer listings or quarterly calls with its investors or, at times mutually agreeable to the parties, as part of SAP's marketing efforts (including reference calls and stories, press testimonials, site visits, SAPPHIRE participation). Prime Contractor agrees that SAP may share information on Prime Contractor with its Affiliates for marketing and other business purposes and that it has secured appropriate authorizations to share Prime Contractor employee contact information with SAP.

任一方皆不得在未經其他人事先書面同意之情況下，在公開活動中使用另一方的名稱，除非主要承包商取得客戶同意 SAP 得在各方同意之情況下，在客戶清單中或每季電訪其投資者時使用客戶名稱作為 SAP 行銷內容的一部分 (包括電話調查和敘述、新聞測試稿、現場採訪、SAPPHIRE 參與)。主要承包商同意，SAP 得為行銷或其他商業目的，與其關係企業共享主要承包商之資訊，且主要承包商已獲得適當授權，得與 SAP 分享主要承包商員工聯絡資訊。

11.   FEEDBACK
回饋意見

11.1.   Prime Contractor may, at its sole discretion and option, provide SAP with Feedback. In such instance, SAP, SAP SE and its Affiliates may in its sole discretion retain and freely use, incorporate or otherwise exploit such Feedback

without restriction, compensation or attribution to the source of the Feedback.
主要承包商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。

12. WARRANTY
保證

12.1. Good industry practices
業界實務典範

12.1.1. SAP warrants that:
SAP 保證：

a) its Services will be performed in a professional workman-like manner by Consultants with the skills reasonably required for the Services; and
其服務將由顧問以專業方式進行，且顧問必須具備服務合理要求的技能；以及

b) for 90 days following provision of the Service, the Deliverables will materially conform with the applicable specifications for that Deliverable. For clarity, the warranty period for Deliverables (if any) resulting from any subscription-based Services will in no event exceed the termination date of the subscription based Services.
在提供服務後 90 天內，交付項目將實質符合該交付項目的適用規格。為免除疑義，因訂閱型服務所衍生之交付項目之保固期 (如有) 在任何情況下均不超過訂閱型服務的終止日期。

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

12.2. Notification
通知

Prime Contractor shall notify SAP within 90 days of provision of the Service or Deliverable (if any) in writing of the alleged warranty breach and provide SAP with a precise description of the problem and all relevant information reasonably necessary for SAP in order to rectify such warranty breach.
主要承包商應於服務或交付項目（若有）提供後的 90 天內，以書面通知 SAP 所聲稱的擔保違反情事，並應對 SAP 提供問題的準確描述，以及使 SAP 能糾正此類擔保違反情事的所有合理必要相關資訊。

12.3. Remedy
補救措施

12.3.1. Provided Prime Contractor has notified SAP in accordance with Section 12.2 of a warranty breach and SAP validates the existence of such warranty breach, SAP will, at its option:
如主要承包商已在服務保固期內根據第 12.2 條發出保固瑕疵的具體描述通知給 SAP，SAP 將從以下自行選擇：

a) re-perform the applicable Professional Services or Deliverable (if any); or
重新履行適用的專業服務或交付項目（若有）；或

b) refund the fee paid or reallocate quota for the specific non-conforming Services or Deliverable (if any).
退還已支付的費用或重新分配特定不符規定的服務或交付項目（若有）的配額。

12.4. Exclusions
除外狀況

This warranty shall not apply:
本擔保應不適用於下列情況：

a) if the Deliverables are not used in accordance with any applicable documentation provided; or
未依照所提供之任何相關紀錄文件使用交付項目；或

b)   if the alleged warranty breach is caused by a modification to the Deliverable, by Prime Contractor, Customer or third-party software.

因修改交付項目或主要承包商、客戶或第三方軟體而引起之聲稱的保固瑕疵。

13.   THIRD PARTY CLAIMS
第三方索賠

13.1.   Claims Brought Against Prime Contractor
向主要承包商提出之索賠

13.1.1. SAP will defend Prime Contractor against claims brought against Prime Contractor by any third-party alleging that Prime Contractor's pass-on of the Deliverables infringes or misappropriates a patent claim, copyright or trade secret right. SAP will indemnify Prime Contractor against all damages finally awarded against Prime Contractor (or the amount of any settlement SAP enters into) with respect to these claims.

SAP 應為主要承包商抗辯，使之免受任何第三方主張主要承包商使用交付項目時，侵犯或濫用其專利權、著作權或商業機密權，而針對主要承包商提出的索賠。SAP 將賠償主要承包商有關上開索賠請求最終獲判賠償損害之金額 (或 SAP 達成之任何和解金額)。

13.1.2. SAP's obligation under Section 13.1.1 will not apply if the alleged claim results from:
若因下列原因致使產生索賠，SAP 依第 13.1.1 條應盡之義務將不適用：

a)   use of the Deliverables in conjunction with any other software, services or any product that SAP did not provide;
與任何其他 SAP 並未提供之軟體、服務或任何產品結合使用交付項目；

b)   use of the Deliverable provided for no fee;
免費提供使用交付項目；

c)   Prime Contractor´s failure to timely notify SAP in writing of any such claim if SAP is prejudiced by Prime Contractor's failure to provide or delay in providing such notice;
主要承包商未能及時以書面形式將任何此等索賠通知 SAP (若 SAP 因主要承包商未能或延遲提供此類通知而受到損害)；

d)   modification of the Deliverable by Prime Contractor or Customer or by a third party on behalf of Prime Contractor or Customer;
由主要承包商或客戶或第三方代表主要承包商或客戶對交付項目所做的修改；

e)   anything that Prime Contractor provides to SAP including configurations, instructions or specifications in relation to the Services; or
主要承包商向 SAP 提供的任何內容，包括與服務相關的組態、說明或規格；或者

f)   any use of the Deliverables not permitted under the Agreement.
任何交付項目之使用並非合約所允許。

13.2.   If a third party makes a claim under Section 13.1.1 or in SAP's reasonable opinion is likely to make such a claim, SAP may, at its sole option and expense:
若第三方依第 13.1.1 條之規定提出索賠或依 SAP 合理意見可能提出此等索賠，SAP 得依其選擇並自行承擔費用：

a)   procure for Prime Contractor the right to continue using the Deliverable under the terms of the Agreement; or
為主要承包商取得繼續依合約條款使用交付項目之權利；或

b)   replace or modify the Deliverable to be non-infringing without material decrease in functionality.
取代或修改交付項目成為非侵權但功能未顯著減少的項目。

13.3.   If these options are not reasonably available, SAP or Prime Contractor may terminate the Agreement relating to the affected Deliverable upon written notice to the other.
如上述選項皆非合理可行，SAP 或主要承包商得以書面通知另一方當事人，終止與對該受影響交付項目相關的合約。

13.4. SAP expressly reserves the right to cease such defense of any claim(s) in the event the applicable Deliverable is no longer alleged to infringe or misappropriate the third party's rights.
若不再對適用的交付項目主張侵犯或濫用第三方權利，SAP 明示保留中止對任何索賠之抗辯事宜之權利。

13.5. Claims Brought Against SAP
對 SAP 提出之索賠

13.5.1. Prime Contractor shall defend SAP and its Affiliates against claims brought against SAP by any third party arising from or related to:
主要承包商應為 SAP 及其關係企業辯護，使其免於受任何第三方出於下列原因或涉及下列原因提出之索賠：

a) any Prime Contractor or Customer use of the Services in violation of any applicable law or regulation; and
任何主要承包商或客戶使用服務違反相關法律或法規；以及

b) an allegation that the Customer Data, Prime Contractor's use of the Services, Customer´s use of the Services or anything Prime Contractor has provided to SAP including access to third party software or proprietary information violates, infringes or misappropriates the rights of a third party.
主張客戶資料、主要承包商對於服務的使用、客戶對於服務的使用或主要承包商提供給 SAP 的任何內容，包括對第三方軟體或專屬資訊之存取，違反、侵犯或濫用第三方的權利。

13.5.2. The foregoing shall apply regardless of whether such damage is caused by the conduct of Prime Contractor or by the conduct of a third party using Prime Contractor or Customer's access credentials.
不論此類損害是否由主要承包商、使用主要承包商或客戶存取憑證的第三方之行為所致，上述規定均應適用。

13.6. Third Party Claim Procedure
第三方索賠程序

13.6.1. All third party claims under Sections 13.1 and 13.2 shall be conducted as follows:
所有根據第 13.1 條和第 13.2 條提出之第三方索賠應依下列方式進行：

a) The party against whom a third party claim is brought (the "**Named Party**") will timely notify the other party (the "**Defending Party**") in writing of any claim. The Named Party will reasonably cooperate in the defense and may appear (at its own expense) through counsel reasonably acceptable to the Defending Party, subject to section 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 b) 條之規定，指定方應在辯護中合理合作，並得透過抗辯方合理接受的律師出庭 (自費)。

b) The Defending Party will have the right to fully control the defense.
抗辯方將有權完全控制辯護方式。

c) Any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by the Named Party.
就該等索賠達成之任何和解合約不應規定指定方有任何財務責任或特定履約義務，亦不應規定指定方將承擔任何責任。

13.7. Exclusive Remedy
排他性補救措施

13.7.1. The provisions of this Section state the sole, exclusive and entire liability of the Defending Party 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.
本條款之規定載明抗辯方及分包商對於指定方應負唯一、專屬且完整之責任，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，為對指定方之唯一救濟。

14. LIMITATION OF LIABILITY
責任限制

14.1. No Cap on Liability
無責任上限

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

b) Prime Contractor's unauthorized use of any Service and / or any failure by Prime Contractor to pay any fees due under the Agreement;
主要承包商未經授權使用任何服務和/或主要承包商未依本合約支付任何應付費用；

14.2. Liability Cap for Services
服務的責任上限

14.2.1. Except as set forth in Section 14.1 above the maximum aggregate liability of either party (or its respective Affiliates, SAP's licensors or SAP subcontractors) to the other or any other person or entity for all events (or series of connected events) shall not exceed the fees paid for the applicable Services under the relevant Order Form or in the case of Premium Engagement Services, subscription based Services or Services with monthly reoccurring fees, the fees paid in the 12 month period preceding the date of the incident giving rise to the liability.
任一方當事人 (或其各自關係企業、SAP 授權人或 SAP 分包商) 對他方或任何其他人員或實體關於所有事件 (或一連串相關事件) 之責任上限，不應超出根據相關訂購單針對適用服務支付的費用，或者若為 Premium Engagement 服務、訂閱型服務或每月週期性收費的服務，不應超出導致賠償責任的事件發生日期之前的 12 個月期間所支付的費用，但上述第 14.1 條之規定除外。

14.3. 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 licensors) be liable to the other party for any special, incidental, consequential, or indirect damages, loss of good will or business profits, work stoppage or for exemplary or punitive damages; and
任一方當事人 (或其各自的關係企業或 SAP 分包商或授權人) 對他方當事人之任何特殊、附隨、衍生或間接性之損害、商譽或業務利潤之損失、停工損失，或懲戒性或懲罰性之損害賠償，均無須負責；且

b) SAP be liable for any damages caused by any Services provided for no fee.
SAP 針對免費取得服務所生之任何損害賠償，概不負責。

14.4. 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. Prime Contractor agrees that it is not relying on delivery of future functionality, public comments or advertising of SAP or product roadmaps in obtaining the Services.
除本合約明確規定外，SAP 和分包商概不會就任何事宜提供任何明示、暗示、法定或其他方式的聲明或擔保，包括但不限於適售性、合適性、獨創性、特定用途或目的之適用性、不侵權或在使用或整合依本合約提供之產品或服務時所產生的結果，或任何產品或服務的作業安全可靠、不會中斷或不發生任何錯誤。主要承包商同意，其取得服務並非基於未來交付之功能，亦非基於 SAP 公開發表之意見或廣告或產品藍圖。

15. MISCELLANEOUS
雜項

15.1. 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。

15.2. No Waiver
未棄權

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

15.3. 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。

15.4. Trade Compliance
貿易法規遵循

15.4.1. SAP and Prime Contractor shall comply with Export Laws in the performance of the Agreement. The Services, Work Products and Confidential Information are subject to Export Laws. Prime Contractor and its Affiliates shall not directly or indirectly export, re-export, release, or transfer the Services, Work Products and Confidential Information in violation of Export Laws. Prime Contractor is solely responsible for compliance with Export Laws, including obtaining any required export authorizations if Prime Contractor exports or re-exports the Services, Work Products and Confidential Information. Prime Contractor must not use the Services or Work Products from Crimea/Sevastopol, Cuba, Iran, the People's Republic of Korea (North Korea) and Syria.
SAP 和主要承包商在履行本合約時應遵守出口法律。服務、工作成果和機密資訊應受出口法律所約束。主要承包商和其關係企業不得違反出口法律直接或間接出口、轉出口、發行或傳輸服務、工作成果和機密資訊。主要承包商應全權負責遵守與主要承包商出口或轉出口服務、工作成果和機密資訊相關的出口法律，包括取得任何必要的出口授權。主要承包商不得使用來自克里米亞/塞瓦斯托波爾、古巴、伊朗、朝鮮民主主人民共和國 (北韓) 或敘利亞的服務或工作成果。

15.4.2. Upon SAP's request, Prime Contractor shall provide information and documents to support obtaining an export authorization. SAP may immediately terminate the affected Services upon written notice to Prime Contractor if:
主要承包商應在 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主要承包商後，立即終止對受影響的服務之客戶授權：

   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 Services to Prime Contractor.
      出口法律禁止 SAP 向主要承包商提供服務。

15.5. Notice
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 Prime Contractor may be in the form of an electronic notice to the Prime Contractor´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 向主要承包商發出的通知得採用電子通知的形式發送給主要承包商的授權代表人或管理員。

15.6. Assignment
轉讓

Without SAP's prior written consent, Prime Contractor 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，主要承包商不得轉讓、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。

15.7. Subcontracting
分包

15.7.1. SAP may use subcontractors to provide all or part of the applicable Services under the Agreement.
SAP 得依合約使用分包商來提供所有或部分適用服務。

15.7.2. SAP is responsible for the performance of any Services by a subcontractor to the same extent as it would be if performed by its own employees
SAP 對分包商履行任何服務的責任，應與由其自己的員工履行時所擔負之責任相同

15.8. 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。

15.9. Non-Solicitation
禁止招攬

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 6 months from the termination thereof, without the express written consent of the other party. This provision shall not restrict the right of either party to recruit generally in the media.
在適用訂購單有效期間與其終止後之 6 個月期間，未經另一方當事人明確書面同意，任一方當事人皆不得有意徵求或聘僱另一方涉及本服務之相關員工擔任任何職位。本規定不得限制任何一方透過媒體進行一般性聘僱的權利。

15.10. 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。

15.11. Governing Law
準據法

The Agreement and any claims (including any non-contractual claims) arising out of or in connection with this Agreement and its subject matter will be governed by and construed under the laws of Taiwan (R.O.C). The United Nations Convention on Contracts for the International Sale of Goods and any conflicts of law principles and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement.
本合約以及由本合約及其標的所引起或與之相關的任何索賠 (包括任何非合約索賠) 將受台灣(中華民國)法律所規範並據此解釋。「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，以及「電腦資訊交易統一法」(Uniform Computer Information Transactions Act) (若已頒布) 將不適用於本合約。

15.12. Jurisdiction and Mandatory Venue
司法管轄權和強制管轄地

15.13. 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。

15.14. Entire Agreement
完整合約

The Agreement constitutes the complete and exclusive statement of the agreement between SAP and Prime Contractor 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 Prime Contractor 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 與主要承包商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。任何主要承包商簽發的採購單之條款與條件均無效力，即使 SAP 接受或未以其他方式拒絕採購單亦同。

15.15. Hierarchy
階層

In the event of any inconsistencies the following order of precedence shall apply:
若下列各組成部分產生任何不一致，則應適用下列優先順序：

    i. Order Form including Scope Document;
      訂購單 (包括範圍文件)；

    ii. Service Description (if any);
      服務說明 (若有的話)；

    iii. DPA;
      DPA；

    iv. these GTC.
      本 GTC。

15.16. 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。