

**SAP Ariba Cloud Services Supplemental Terms and Conditions**  
**SAP Ariba Cloud Services 補充條款與條件**  
**Attachment 3 - Ariba Strategic Payables Terms**  
**附件 3 - Ariba Strategic Payables 條款**

This Attachment 3 contains the product-specific terms and conditions for Ariba Strategic Payables and is incorporated into, and made part of, the Supplemental Terms and Conditions for Ariba Cloud Services. Any modifications to the Agreement made herein, apply solely to Ariba Strategic Payables and not to any other SAP Cloud Service. In the event of a conflict between the terms of this Attachment 3 and any other part of the Supplemental Terms and Conditions for Ariba Cloud Services, this Attachment 3 shall prevail for purposes of Ariba Strategic Payables.

本附件 3 包含 Ariba Strategic Payables 的產品特定條款與條件，同時納入 Ariba Cloud Services 補充條款與條件並成為其一部分。此處對本合約所做的任何修改僅適用於 Ariba Strategic Payables，而不適用於任何其他 SAP 雲端服務。若本附件 3 之條款與 Ariba Cloud Services 補充條款與條件的其他任何部分相衝突，則基於 Ariba Strategic Payables 之目的，應以本附件 3 內容為準。

1. **COMPONENTS.** Ariba Strategic Payables is an SAP Cloud Service comprised of the following service elements, including certain other features, provided by SAP to Customer on a subscription basis as a single package and described in the most current version of the Documentation (each a "Component"):

**元件。** Ariba Strategic Payables 係 SAP 基於訂閱，以單一套件之形式提供予客戶的一套 SAP 雲端服務，並記載於最新版本的文件，其中包含下列服務項目（內含其他特定功能）（以下均稱為「元件」）：

- a) AribaPay (for use in the United States Territory) (referred to as "**AribaPay**");  
AribaPay (用於美國領土) (以下稱「**AribaPay**」)；
- b) AribaPay (for use in Canada) (included in references to "**AribaPay**"); and  
AribaPay (用於加拿大) (就有關「**AribaPay**」部分納入)；和
- c) Ariba Discount Professional  
Ariba Discount Professional

SAP may, through its regular updates, make additional services elements or features available to Customer as part of Ariba Strategic Payables, which Customer, may use subject to Customer's agreement to the then-current applicable product-specific terms and conditions for Ariba Strategic Payables and/or execution of terms and conditions with a third party service provider or payment processors (if applicable). SAP may remove a Component from Ariba Strategic Payables if SAP is not going to continue making such element commercially available (e.g. relationship with the third party service provider is discontinued and no alternate provider is reasonably available) and in such case SAP shall inform Customer at least six (6) months in advance of such change. If Customer establishes that removal of such Component materially reduces the Cloud Service as applicable to Customer, Customer may terminate its subscription to Ariba Strategic Payables by providing written notice to SAP within thirty days after receipt of SAP's informational notice, and, in case of such termination, Customer will be entitled to a pro-rata refund in the amount of the unused portion of prepaid fees for the terminated subscription calculated as of the effective date of termination, and a release from the obligation to pay fees due for periods after the effective date of termination.

SAP 得透過定期更新向客戶提供額外服務項目或功能，作為 Ariba Strategic Payables 之一部分，客戶得依其對當時相關 Ariba Strategic Payables 的產品特定條款與條件和/或與第三方服務供應商或付款處理商簽訂條款與條件所訂之合約，決定是否使用該服務項目或功能。若 SAP 將不繼續以市售方式提供是類項目（例如，與第三方服務供應商之關係中斷，且不再合理提供其他供應商），SAP 得移除 Ariba Strategic Payables 之元件，在此情況下，SAP 應於作出前開變更前至少六（6）個月，先行通知客戶。若客戶確定是類元件之移除將嚴重減少適用於客戶的雲端服務，客戶得於收到 SAP 資訊通知後三十日內向其提出書面通知，終止訂閱 Ariba

Strategic Payables，在此終止情形下，客戶應有權自終止生效日起算，就該終止訂閱項目按比例取回預付費用之未使用部分，並得免支付終止生效日以後剩餘期間之費用。

## 2. ADDITIONAL DEFINITIONS

### 附加定義

#### 2.1 “AribaPay Supplier” means a supplier who

「AribaPay 供應商」係指

- (a) has a trading relationship on the Ariba Network with Customer; and  
在 Ariba 網路上與客戶具有貿易關係的供應商；以及
- (b) has enabled receipt of payments via AribaPay, whether or not such supplier has actually received a payment via AribaPay.  
已透過 AribaPay 啟用接收付款的供應商，不論此供應商是否透過 AribaPay 實際收到付款。

#### 2.2 “Ariba-Side Services” means the portion of AribaPay consisting of functionality provided by SAP to:

「Ariba 方服務」係指 AribaPay 之部分，包括 SAP 提供的功能，用於：

- (a) forward payment information from Customer to the Payment Processor for processing a payment to an AribaPay Supplier; and  
將來自客戶的付款資訊轉寄到付款處理商，以處理向 AribaPay 供應商的付款；以及
- (b) return status information to the Customer regarding such payments.  
將關於此付款的狀態資訊歸還給客戶。

#### 2.3 “Discount Professional Features” means the portion of Ariba Discount Professional consisting of electronic functionality accessible via the Internet and any related incidental software components.

「Discount Professional Features」係指 Ariba Discount Professional 的一部分，其中包括可經網路存取的電子功能，以及相關附屬軟體成分。

#### 2.4 “Discount Pro Services” means the portion of Ariba Discount Professional consisting of a set of pre-defined services provided by SAP to Customer on a subscription basis and designed to support Customer’s early pay discount program initiative involving the use of Discount Professional Features.

「Discount Pro Services」係指 Ariba Discount Professional 的一部分，其中包括 SAP 基於訂閱提供予客戶的一套預先定義服務，其旨在就 Discount Professional Features 之使用，支援客戶提前支付折扣計劃行動方案。

#### 2.5 “Participation Agreement” means, collectively, an agreement between Customer and the Payment Processor for participation in the Payment Processor’s Payments Network, and any other terms between Customer and the Payment Processor related to the Payment Processing Services. SAP is not party to the Participation Agreement nor is any SAP Affiliate.

「參與合約」統指客戶與付款處理商之間訂立、關於參與付款處理商支付網路的合約，以及客戶與付款供應商之間訂立、關於付款處理服務的任何其他條款。SAP 及任何 SAP 關係企業均非參與合約中的一方。

#### 2.6 “Payment Processing Services” means the portion of AribaPay consisting of payment processing services to settle payments between Customer and AribaPay Suppliers, including every function of AribaPay related to the processing or transmission of payments or funds, the provision of any payment intermediary-related services, the debiting or crediting of bank accounts, holding funds, processing payments, holding account numbers, and/or otherwise acting as a payment processor, all of which are provided solely by the Payment Processor(s), its affiliates, and/or service providers pursuant to the Participation Agreement, and none of which are provided by SAP.

「付款處理服務」係指 AribaPay 的一部分，由用於結算客戶與 AribaPay 供應商之間付款的付款處理服務構成，包括 AribaPay 與下列方面相關的每種功能：處理或傳輸付款或資金、提供任何支付中介相關服務、銀行

帳戶的借記和貸記、持有資金、處理支付、持有帳號及/或另行擔任付款處理商，以上均由付款處理商、其關係企業及/或服務提供商根據參與合約單獨提供，而非由 SAP 提供。

- 2.7 “Payment Processor”** is DFS Services, LLC (“Discover”) for Payment Processing Services in the United States Territory and Discover Financial Services (Canada) Inc. for Payment Processing Services in Canada.

「付款處理商」在美國領土為付款處理服務之 DFS Services, LLC (以下稱「Discover」)，在加拿大則為付款處理服務之 Discover Financial Services (Canada) Inc.。

- 2.8 “Spend”** (abbreviation: **“SPD”**) has different meanings depending upon the specific SAP Cloud Service to which it is applied. For Ariba Strategic Payables, “Spend” means the total monetary amount of transactions processed by Customer through the Cloud Service in the applicable Subscription Period calculated by adding the total monetary amount of: (i) payment transactions executed during such Subscription Period between Customer and Customer’s AribaPay Supplier(s) processed by Customer through AribaPay; plus (ii) the total spend targeted for payment terms analysis and discounting during such Subscription Period through the Ariba Discount Professional service that was not processed for payments during that Subscription Period.

「支出」(縮寫：「SPD」) 根據其適用的特定 SAP 雲端服務具有不同的含意。針對 Ariba Strategic Payables, 「支出」係指客戶於適用訂閱週期內，透過雲端服務所處理之交易的總貨幣金額，其計算方法為下列貨幣金額加總之和：(i) 客戶透過 AribaPay 處理客戶與其 AribaPay 供應商間於是類訂閱期間執行的付款交易；加上 (ii) 是類訂閱期間內透過 Ariba Discount Professional 服務並以付款條件分析和折扣為目標的總支出，但該總支出並未於該訂閱期間內就付款與以處理。

- 2.9 “United States Territory”** means the United States and Puerto Rico.

「美國領土」係指美國和波多黎各。

### **3. AribaPay** **AribaPay**

- 3.1 Governing Contract Terms.** AribaPay is provided, collectively, by Ariba, Inc. (pursuant to the Order Form with SAP or an authorized reseller) and by the Payment Processor (pursuant to the Participation Agreement).

**準據契約條款。**總的來說，AribaPay 係由 Ariba, Inc.(根據與 SAP 簽訂之訂購單或授權轉銷商)，以及付款處理商 (根據參與合約) 所提供。

- (a) In using AribaPay, Customer has a separate commercial relationship with SAP and the Payment Processors, pursuant to the Order Form and the Payment Processing Agreement(s), respectively.

在使用 AribaPay 時，客戶與 SAP 和付款處理商分別具有單獨的商業關係 (根據訂購單與付款處理合約)。

- (b) Access to and use of AribaPay, including receipt of the Ariba-Side Services, is conditioned upon Customer’s acceptance of the Participation Agreement with a Payment Processor. For clarity, SAP is not responsible for the operation of the systems underlying the Payment Processing Services and any use of such systems by Customer is governed under the Participation Agreement that Customer executes with a Payment Processor. Notwithstanding the foregoing, the warranty for the Cloud Service set forth in the GTC shall apply to Ariba Strategic Payables in its entirety, including the Payment Processing Services associated with AribaPay, subject to the terms, conditions and sole remedies set forth therein.

存取及使用 AribaPay (包括接收 Ariba 方服務) 取決於客戶是否接受與付款處理商的參與合約。為免疑義，SAP 概不負責付款處理服務底層系統的營運，且客戶對此類系統之使用應受其與付款處理商簽署的參與合約所規範。雖有前述規定，GTC 中所載雲端服務保固仍應全部適用於 Ariba Strategic Payables, 包括與 AribaPay 相關之付款處理服務，受本文中條款、條件及唯一糾正措施所規範。

**3.2 Payment Processing Services.** SAP does not provide any portion of the Payment Processing Services. SAP points out that:

付款處理服務。SAP 不提供付款處理服務的任何部分。SAP 指出：

- (a) SAP is not responsible for the acts or omissions of a Payment Processor, its affiliates, or service providers, or any claims related to the Payment Processing Services except for the limited warranty referred to above;  
SAP 不負責付款處理商、其關係企業或服務供應商的行為或疏忽，或與付款處理服務相關的任何索賠，但前開所載之有限保固不在此限。
- (b) Any claim regarding a Payment Processor's acts or omissions and/or the Payment Processing Services may only be brought against such Payment Processor pursuant to the Participation Agreement, subject to any limitations contained therein; and  
根據參與合約，與付款處理商的行為或疏忽及/或付款處理服務相關的任何索賠僅得針對該付款處理商提出，並受本合約所含限制所規範；以及
- (c) SAP shall not be liable for any damages resulting from incorrect payment instructions, data errors, or transaction data provided by Customer in a request to initiate a payment transaction through AribaPay.  
SAP 不應對錯誤付款指示、資料錯誤或客戶依請求透過 AribaPay 發起付款交易請求而提供交易資料所衍生之任何損害負責。

**3.3 Underlying Transactions.** Neither Payment Processor nor SAP is obligated to resolve disputes between Customer and other customers of Ariba Strategic Payables, including AribaPay Suppliers, with respect to the transactions for which payments are initiated using AribaPay. Determining the rights, responsibilities and remedies regarding the transactions for which payments are initiated via the Cloud Service (including, for example, issues of offer, acceptance, passing of title, and examination of goods) or any other matters related to the sale or lease of goods or services is solely the responsibility of Customer and its AribaPay Suppliers.

基礎交易。付款處理商和 SAP 都無義務解決客戶與 Ariba Strategic Payables 的其他客戶（包括 AribaPay 供應商）之間，針對使用 AribaPay 服務發起付款交易的爭議。確定與透過雲端服務發起付款交易相關的權利、責任和糾正措施（包括，例如產權提供、接受、轉移，以及貨物檢查）或與銷售或租賃貨物或服務相關的任何其他事宜，僅為客戶及其 AribaPay 供應商的責任。

**3.4 Initiating AribaPay Transactions.** It is solely Customer's responsibility to

發起 AribaPay 交易。客戶全權負責：

- (a) initiate payment transactions through AribaPay  
透過 AribaPay 發起付款交易
- (b) implement appropriate security precautions regarding which Customer's Authorized Users have authority to initiate payment transactions  
依客戶的授權使用者是否有權發起付款交易而實作相關的安全預防措施
- (c) validate the AribaPay Suppliers to receive payment as required; and  
依需要驗證 AribaPay 供應商以接受付款；以及
- (d) determine if the Cloud Service will meet Customer's own particular internal, legal and regulatory requirements related to the submission and processing of payments in satisfaction of outstanding invoices.

確定雲端服務是否符合客戶自身特定、為滿足未結發票而提交和處理付款相關的內部、法律和法規要求。

**3.5 Territorial Restrictions for AribaPay.** AribaPay is only currently available in the United States Territory and Canada ("Approved Territories") and may be used with regard to transactions with a selling organization that has subscribed to the AribaPay Service for Sellers in the applicable Approved Territory. Customer represents and warrants that Customer, and any Customer Affiliate allowed by Customer to use AribaPay on behalf of Customer in an Approved Territory:

- (i) is incorporated or organized in the Approved Territory and actively engaged in the sale or purchase of goods and/or services;
- (ii) will, for transactions in the United States Territory, only designate a U.S. Dollar (\$) denominated settlement account maintained at a bank, credit union,

or similar financial institution located in the United States Territory as the named settlement account under the Participation Agreement, for the purpose of AribaPay; and (iii) will, for transactions in Canada, only designate a Canadian Dollar (\$) denominated settlement account maintained at a bank, credit union, or similar financial institution located in Canada as the named settlement account under the Participation Agreement, for the purpose of AribaPay

**AribaPay 的地域限制。**AribaPay 之提供目前僅限於美國領土和加拿大（以下稱「核准地域」），並得用於與針對賣方訂閱 AribaPay 服務的販售組織於適當之核准地域內所進行的相關交易。客戶聲明並保證，客戶以及客戶允許以其名義於核准地域內使用 AribaPay 的客戶關係企業：(i) 在核准地域內進行併入或組織，並積極參與貨物及/或服務的銷售或採購；以及 (ii) 基於 AribaPay 之目的，就在美國領土所進行的交易僅指定位於美國領土的銀行、信貸聯盟或類似金融機構維持以美元 (\$) 計價的結算帳戶作為參與合約下指定的結算帳戶；以及 (iii) 基於 AribaPay 之目的，就在加拿大所進行的交易僅指定位於加拿大的銀行、信貸聯盟或類似金融機構維持以加元 (\$) 計價的結算帳戶作為參與合約下指定的結算帳戶

**3.6 Cross Border Transactions.** The Cloud Service does not include payment from an Approved Territory to an AribaPay Supplier located in another jurisdiction, or vice versa.

**跨國界交易。**雲端服務不包含從核准地域向位於其他管轄區之 AribaPay 供應商所支付的付款，反之亦然。

**3.7 Export Law.** Customer agrees to not use Ariba Strategic Payables in any manner that may cause a violation by SAP or the Payment Processor of any (i) U.S. economic sanctions, laws, regulations or orders administered by OFAC or (ii) Canadian Sanctions Laws.

**出口法規。**客戶同意不以任何可能導致 SAP 或付款處理商違反 (i) OFAC 所管美國經濟制裁、法律、規範或命令或 (ii) 加拿大懲戒法的方式使用 Ariba Strategic Payables。

**3.8 Tax Treatment.** For purposes of clarity, with respect to the fees payable by Customer for use of Ariba Strategic Payables, Customer shall be treated as the Payor with respect to SAP for Tax purposes notwithstanding the Payment Processing Services provided by the Payment Processor

**稅務處理。**基於釐清之目的，針對客戶使用 Ariba Strategic Payables 應付之費用，客戶應就稅務目的視為 SAP 相關之付款人，儘管付款處理商所提供的付款處理服務另有其他規定。

**3.9 Consent to provide Data to Payment Processor and SAP Affiliates.** As part of providing AribaPay, SAP, may disclose and transfer any information that Customer provides through AribaPay to: (i) any company within the SAP SE group of companies, its affiliates, agents, service providers or information providers in the performance of AribaPay; (ii) to the Payment Processor and to affiliates and service providers of the Payment Processor; (iii) to any other person or entity with Customer's consent; or (iv) if SAP has a right or duty to disclose or is permitted or compelled to so disclose such information by law. Customer consents to the transmission, transfer or processing of such information to, or through, any country in the world, as SAP deems necessary or appropriate. To the extent that Customer provides to SAP or authorizes SAP to collect any information about an identifiable individual ("Personal Information") (including Personal Information of Customer employees and representatives), Customer confirms that it has obtained the consent of each such individual to provide that Personal Information to SAP and for SAP to disclose and transfer that Personal Information as described above in this paragraph. Customer further confirms that Customer has obtained the consent of each such individual for SAP and the Payment Processor to collect, use, disclose and transfer that Personal Information for the purpose of providing and administering AribaPay, including by the Payment Processor in accordance with the Participation Agreement.

**同意向付款處理商與 SAP 關係企業提供資料。**作為提供 AribaPay 之一部分，SAP 得向下列對象揭露並傳輸客戶透過 AribaPay 提供之任何資訊：(i) 若在執行 AribaPay 的過程中，則為 SAP SE 集團公司內的任何公司、其關係企業、代理商、服務供應商或資訊提供者；(ii) 付款處理商和關係企業，以及付款處理商的服務供應商；(iii) 經客戶同意之其他任何個人或實體；或 (iv) 若 SAP 擁有揭露之權利或義務，或是經許可或法律強制規定而揭露是類資訊。若 SAP 認為必要或適當，則客戶同意在世界各國對是類資訊進行之傳輸、傳遞或處理。若客戶提供或授權 SAP 收集可得確認之個人的相關資訊（以下稱「個人資訊」）（其中包含客戶員工和代表的個人資訊），則如本節前開所載規定，客戶應確認其已取得每位個人之同意，始得向 SAP 提供該個人資訊，以及

為 SAP 揭露與傳輸該個人資訊。客戶並應進一步確認其已取得每位個人之同意，始得基於提供與管理 AribaPay 之目的，為 SAP 和付款處理商收集、使用、揭露並傳輸該個人資訊，包括依參與合約由付款處理商進行前開作業。

**4. Ariba Discount Professional  
Ariba Discount Professional**

**4.1** SAP's provision of the Discount Pro Services is subject to, and conditioned upon, the assumptions and Customer's fulfillment of its responsibilities and obligations (including the Best Practice Requirements) set forth in the Documentation.

SAP 提供 Discount Pro Services 之前提在於，假設客戶履行於文件內所載之責任與義務（包括「最佳實務」）。