

RISE WITH SAP S/4HANA CLOUD, PRIVATE EDITION, TAILORED OPTION
SAP ERP, PRIVATE CLOUD EDITION, TAILORED OPTION
SUPPLEMENTAL TERMS AND CONDITIONS
RISE WITH SAP S/4HANA CLOUD (私人版，專用選項)
SAP ERP (私人雲端版，專用選項) 補充條款與條件

This Supplement is part of an Agreement for SAP Cloud Services between SAP and Customer and applies only to RISE with SAP S/4HANA Cloud, private edition, tailored option and SAP ERP, private cloud edition, tailored option, and each of its optional add-ons, to which Customer is subscribed. Any documents referenced in this Supplement are available upon request. **“Tailored Option Services,”** refers to RISE with SAP S/4HANA Cloud, private edition, tailored option and SAP ERP, private cloud edition, tailored option, either individually or collectively, as the context may require.

本補充條款係 SAP 與客戶之間就 SAP 雲端服務所訂合約之一部分，僅適用於客戶訂閱之 RISE with SAP S/4HANA Cloud (私人版，專用選項) 和 SAP ERP (私人雲端版，專用選項)、和任何的 SAP 延伸服務及其選擇性附加元件。客戶可索取本補充條款所引用之任何文件。根據上下文，「**專用選項服務**」可分別指稱或合稱 RISE with SAP S/4HANA Cloud (私人版，專用選項) 和 SAP ERP (私人雲端版，專用選項)。

1. DEFINITIONS

名詞定義

Definitions used but not defined in this Supplement shall have the meaning ascribed to them in the Order Form or in documents incorporated therein.

在本補充條款中使用但未定義之名詞定義，應依訂購單或其中併入文件決定之。

- 1.1. **“Documentation”** means SAP’s then-current (i) Service Descriptions identified as Documentation, (ii) roles and responsibilities descriptions, and (iii) technical and functional documentation for Subscription Software, as applicable, made available to Customer by SAP.

「**文件**」係指 SAP 提供給客戶的下列訂閱軟體現行文件：(i) 稱為「文件」的服務說明；(ii) 角色與責任說明；(iii) 技術與功能紀錄文件 (如適用)。

- 1.2. **“Service Description”** means written description of certain aspects of the Cloud Service such as Disaster Recovery, as made available to Customer by SAP and identified as Documentation.

「**服務說明**」係指 SAP 提供予客戶，並載明為「文件」之特定雲端服務書面說明，這些雲端服務例如災後復原服務。

- 1.3. **“Subscription Software”** means software provided and hosted in the Computing Environment, as defined in the SLA, by SAP on a subscription basis.

「**訂閱軟體**」係指 SLA 所定義，SAP 在計算環境內以訂閱方式提供和控管的軟體。

2. TAILORED OPTION SERVICES

專用選項服務

- 2.1. The additional terms that apply to the Subscription Software are described in the respective Tailored Option Services document made available at https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?tag=agreements:product-use-support-terms/service-description-guides&sort=latest_desc (“Service Description Guide”). The Cloud Services are described in the applicable Service Description and roles and responsibilities Documentation made available to Customer at SAP’s website or upon request.

適用於訂閱軟體的額外條款詳如各自的專用選項服務文件所述，其可於下列網站取得：https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?tag=agreements:product-use-support-terms/service-description-guides&sort=latest_desc (「服務說明指南」)。雲端服務均載於適用的服務說明，客戶可於 SAP 網站取得角色與責任紀錄文件，或依請求提供給客戶。

- 2.2. Certain features integrated in the Cloud Service and described as “Cloud Features” in the then-current Documentation may be provisioned on the SAP Business Technology Platform, a multi-tenant cloud platform. Such Cloud Features, and any additional terms applicable to the Cloud Features, are set forth in the Service Description Guide.

SAP Business Technology Platform (多租用戶雲端平台) 上可能會提供已整合至雲端服務且現行文件中將其描述為「雲端功能」的特定功能。服務說明指南中會載明該等雲端功能及適用於該等雲端功能的額外條款。

- 2.3. Subscription Software may only be accessed and used as part of the Tailored Option Services subscribed to by Customer. Except as set forth in Section 3.6 below, Customer is responsible for having the Subscription Software installed, including upgrades and new releases. In the event such installation requires changes to Customer's Computing Environment as reflected in the "Systems Set-Up Table" in the Order Form, such changes will be agreed upon in a Change Request pursuant to the Change Request procedure.
訂閱軟體之存取和使用，僅得作為客戶所訂閱專用選項服務的一部分或與之併用。除以下第 3.6 條所述內容外，客戶將負責安裝訂閱軟體，其中包含升級程式與新發行版本。若上開安裝作業需依本訂購單中「系統設定表」所反映內容來變更客戶的計算環境，則應依變更請求程序在變更請求中協議是類變更。

- 2.4. Use of Subscription Software may occur by way of an interface delivered with or as a part of the Subscription Software, a Customer or third-party interface, or another intermediary system. Customer must hold the required licenses as stated in the Service Description Guide for any individuals that use the Subscription Software (directly or indirectly). Business Partners may use the Subscription Software only through screen access and solely in conjunction with Customer's use and may not use it to run any of Business Partners' business operations.

得依以下方式使用訂閱軟體，包含訂閱軟體隨附或內建之介面、客戶或第三方介面，或其他中介系統。客戶必須保留服務說明指南中所述之必要使用權，以供 (直接或間接) 使用訂閱軟體的任何個人。業務夥伴僅得透過螢幕存取方式與客戶共同使用訂閱軟體，且不得將該軟體用於執行任何業務夥伴之業務營運。

3. ADDITIONAL TERMS FOR TAILORED OPTION SERVICES 專用選項服務額外條款

3.1. Maintenance Activities. 維護活動。

- 3.1.1. SAP performs regular scheduled maintenance activities to maintain OS security patch levels, database and application patches, infrastructure (network, compute, storage) maintenance and other scheduled proactive activities. Such maintenance activities will be reasonably scheduled for a date, time and duration mutually agreed (in the Order Form or in advance of such activities) between SAP and Customer ("Scheduled Downtime") based on requirements and resources. If Customer fails to cooperate with the scheduling and/or performance of such maintenance activities in a timely manner as recommended by SAP, Customer shall be solely responsible for any issues in the Cloud Service, including unexpected downtime.

SAP 會定期執行表定維護活動，以維護作業系統安全性修補層級、資料庫和應用程式之修補程式、維護基礎設施 (網路、計算、儲存設施)，和進行其他表定主動活動。SAP 和客戶會根據規定和資源，(在訂購單中或在維護活動前) 合理約定進行這些維護活動的日期、時間和持續時間 (稱為「表定停機時間」)。如果客戶無法依 SAP 之建議，適時合作進行表定和/或執行此等維護活動，客戶應對雲端服務中出現之任何問題 (包括意外的停機時間) 負起全部的責任。

- 3.1.2. Notwithstanding the foregoing, SAP reserves the right to perform Emergency Maintenance activities at any time without Customer's prior consent. SAP will use reasonable efforts to provide Customer with forty-eight (48) hours advance notice regarding performance of Emergency Maintenance. In case of downtime during such Emergency Maintenance, the parties agree that such downtime will be considered to be "Emergency Downtime," as defined in the SLA. "Emergency Maintenance" are maintenance activities required to address an unforeseeable circumstance aiming to prevent significant impact to the Cloud Service. Such situations may include application of emergency application patches and operating system security patches (security patches with priority "Emergency") and/or performing emergency critical operating system activities (urgent upgrades and/or refresh of shared components).

即使有上述規定，SAP 仍保留不經客戶事先同意而隨時進行緊急維護活動之權利。SAP 會付出合理努力，在執行緊急維護活動之四十八 (48) 小時前，對客戶發出通知。依 SLA 之定義，雙方當事人同意，在上述緊急維護活動期間發生的停機，視為「緊急停機」。「緊急維護」是指為了避免對本雲端服務產生重大影響，而對無法預期之環境進行處理的必要維護活動。這類情形包括：套用緊急應用程式修補程式及作業系統安全性修補程式 (優先性為「緊急」的安全性修補程式)，和/或執行緊急重大作業系統活動 (共用元件的緊急更新和/或重新整理)。

3.1.3. Customer is responsible for requesting and coordinating with SAP the application of security patches (all security patches with priorities “critical,” “high,” “medium,” or “low”) by way of a service request ticket. Such patches will be performed during Scheduled Downtime or other Agreed Downtime, each as defined in the SLA. 客戶應負責請求安全性修補程式 (所有優先順序為「重要」、「高」、「中」或「低」的安全性修補程式)，並與 SAP 進行相關合作，提出要求的方式是提交服務請求單。此等修補程式將於表定停機時間或其他議定停機時間執行 (定義詳如 SLA 中所示)。

3.2. **Subscription Software Modifications and Add-Ons.** Customer has the right to develop and use Modifications and/or Customer Add-Ons and use Additional Add-ons to SAP’s Subscription Software in furtherance of its permitted use of the Cloud Service under this Agreement.

訂閱軟體修改與附加元件。 客戶有權開發及使用針對 SAP 訂閱軟體之修改及/或客戶附加元件，並使用其額外附加元件，以促進其根據本合約所允許的雲端服務使用。

Customer is responsible for all installation, management and support for any Modifications and Add-ons (for the purposes of this paragraph, Add-ons exclude Add-ons made available as a Tailored Option Services). Customer is responsible for testing and resolving source code issues, compatibility issues, security vulnerabilities or other conflicts that may arise from Modifications and Add-ons permitted under this Agreement and any patches or workarounds or other changes provided by SAP for the Subscription Software, in a timely manner. Modifications and Add-Ons must not enable the circumventing of any restrictions set forth in the Agreement, nor impair or degrade the performance, system availability, operability or security of the Cloud Service. Customer will inform SAP without undue delay about any issues or vulnerabilities with the Modifications, Customer Add-ons, or Additional Add-ons that may impair or degrade the Cloud Service. For the avoidance of doubt, SAP reserves the right to restrict or require the removal any Add-ons that it determines may pose any such risk to the Cloud Service.

客戶應負責任何修改及附加元件的所有安裝、管理和支援 (就本段落而言，附加元件不包括提供作為專用選項服務之附加元件)。SAP 針對訂閱軟體進行本合約允許之修改及附加元件，或提供的任何修補程式或權宜措施或其他變更，因此產生之原始程式碼問題、相容性問題、安全性弱點或其他衝突，皆應由客戶負責測試和解決。修改和附加元件不得規避本合約中規定的任何限制，亦不得損害或降低雲端服務的效能、系統可用性、操作性或安全性。客戶應立即通知 SAP 相關問題，或可能損害或降低雲端服務之修改、客戶附加元件或額外附加元件弱點。為避免疑義，SAP 保留權利，得以限制或要求移除任何其判斷可能造成雲端服務前開風險的附加元件。

Customer Add-ons and all rights associated therewith, shall be the exclusive property of Customer subject to SAP’s rights in and to the Cloud Service and Cloud Materials as indicated in this Agreement; provided Customer shall not commercialize any such Customer Add-ons developed under this Agreement. Customer grants to SAP (including SAP SE, its Affiliates, and subcontractors) a non-exclusive right to process, use, and display Customer Add-ons to provide and support the Cloud Service and as set out in the Agreement. In exchange for the right to develop Customer Add-ons under the Agreement, Customer covenants, on behalf of itself, successors and assigns, not to assert against SAP SE, their Affiliates or licensors, any rights in Customer Add-on, or any claims of any rights, against any SAP product, service or future SAP development.

客戶附加元件及其所有相關權利，皆應為客戶單獨所有之財產，應受 SAP 就本合約所載雲端服務和雲端資料可享權利及可對其主張之權利所規範；但客戶不應將根據本合約所開發的任何前開客戶附加元件用於商業用途。客戶授予 SAP (包含 SAP SE、其關係企業與分包商) 處理、使用及顯示客戶附加元件之非專屬權利，惟僅用於提供和支援雲端服務且依合約之規定進行。作為根據本合約開發客戶附加元件的交換，客戶代表自身及繼承人和受讓人承諾，不會針對任何 SAP 產品、服務或未來 SAP 開發，對 SAP SE、其關係企業或授權人主張任何有關客戶附加元件之權利或請求權。

“Add-on” means any development that adds new and independent functionality to the SAP Subscription Software, but does not modify existing SAP functionality, and is developed using SAP application programming interfaces or other SAP code that allows other software products to communicate with or call on SAP Subscription Software. All Add-ons developed by SAP, independently or jointly with Customer, shall be considered Cloud Material and as such, all intellectual property rights in and related to the Add-ons developed by SAP (independently or jointly with Customer) including any derivatives thereof are owned by SAP, SAP SE, their Affiliates or licensors.

「附加元件」係指任何 SAP 訂閱軟體新增開發的全新獨立功能，未修改現有 SAP 功能，且其使用 SAP 應用程式編程介面或其他 SAP 程式碼進行開發，允許其他軟體產品聯繫或呼叫 SAP 訂閱軟體。所有 SAP 獨立開

發或與客戶共同開發之附加元件，均應視為雲端資料，且所有 SAP 開發（獨立或與客戶共同所為）附加元件之智慧財產權及與其相關之智慧財產權，包括其任何衍生作品，均因此為 SAP、SAP SE、其關係企業或授權人所有。

“Additional Add-on” means any Add-on that is not a Customer Add-on and is published by SAP as an SAP certified Add-on on the SAP Certified Solutions Directory, an ABAP-only Add-on within the ABAP stack, or an Add-on made available as Tailored Option Services.

「額外附加元件」係指任何非客戶附加元件，而係由 SAP 所發布來自下列來源者：SAP 認證解決方案目錄上經 SAP 認證之附加元件、ABAP 堆疊內 ABAP 限用之附加元件或是作為專用選項服務提供之附加元件。

“Customer Add-on” means an Add-on developed by or on behalf of Customer without SAP’s participation.

「客戶附加元件」係指由客戶或代表客戶開發且未經 SAP 參與開發的附加元件。

“Modification” means (i) a change to the delivered source code or metadata; or (ii) any development, other than a change to the delivered source code or metadata, that customizes, enhances or changes existing functionality of the SAP Subscription Software including, but not limited to, the creation of any new application program interfaces, alternative user interfaces or the extension of SAP data structures; or (iii) any other change to the SAP Subscription Software (other than an Add-on) utilizing or incorporating any Cloud Materials. For purposes of this Cloud Service, Cloud Materials include any and all Modifications. For the avoidance of doubt, all intellectual property rights in and related to the Modifications and derivatives thereof are owned by SAP, SAP SE, their Affiliates or licensors.

「修改」係指 (i) 對交付之原始程式碼或中繼資料的變更；或 (ii) 不變更交付之原始程式碼或中繼資料，而自訂、增強或變更 SAP 訂閱軟體現有功能的任何開發行為，包括但不限於撰寫任何新的應用程式介面、替代使用者介面，或擴充 SAP 資料結構；或 (iii) 運用或結合任何雲端資料，對 SAP 訂閱軟體（非附加元件）所進行之任何其他變更。就此雲端服務而言，雲端資料包括任何和所有修改。為避免疑義，所有針對修改可享智慧財產權或與其相關之智慧財產權，以及據此衍生作品，均為 SAP、SAP SE、其關係企業或授權人所有。

- 3.3. **Customer-Provided Software.** Each of the requirements and restrictions applicable to Add-Ons set forth in Section 3.2 above shall apply to any Customer-provided software. Additionally, Customer acknowledges that additional fees may apply in connection with management and support of such Customer-provided software in the Cloud Service.

客戶提供的軟體。如 3.2 節所述，每一項適用於附加元件的規定與限制，應適用於此類客戶提供的軟體。此外，針對雲端服務中此類客戶提供的軟體管理與支援，客戶知悉可能對此收取額外費用。

- 3.4. **Customer Data Return.** Prior to termination or expiration of the Subscription Term, at Customer’s request, SAP shall provide to Customer, within a reasonable time period in a reasonable backup media format utilized by SAP, a final export of the Customer Data stored in the Computing Environment. Customer must verify the usability of this export within two (2) weeks of receipt. If Customer does not provide verification within the two-week period, the exported Customer Data shall be deemed usable.

交回客戶資料。訂閱期間終止或期滿後，SAP 於接獲客戶要求後，應在合理期間內，透過合理的備份媒體格式，將本計算環境中所儲存的客戶資料進行最終匯出，並提供給客戶。客戶須於收受此匯出資料後兩 (2) 週內確認其可用性。若客戶未於兩週內完成確認，該匯出之客戶資料視為可用。

- 3.5. **Additional Services.** Customer may request Additional Services (or the SAP Services Team may request such services on Customer’s behalf) through a service request on the SAP Service Request Platform. SAP will inform Customer of the fees that will apply to the requested Additional Service, and Customer shall confirm the purchase of such service. Any Additional Services completed by SAP will be invoiced monthly in arrears. “Additional Services” are specific tasks related to the Cloud Service systems identified in the RISE with SAP S/4HANA Cloud, private edition, tailored option and SAP ERP, PCE, tailored option Roles and Responsibilities Documentation (made available to Customer on SAP’s website or upon request) as “Additional Service.”

額外服務。客戶得在 SAP 服務請求平台上，透過服務請求之提出，請求額外服務（或 SAP 服務團隊得代表客戶請求此等服務）。SAP 將就所請求之額外服務的適用費用通知客戶，而客戶應確認此等服務之購買。由 SAP 完成的任何額外服務，將於每月月底開立發票收取積欠費用。「額外服務」係指 RISE with SAP S/4HANA Cloud（私人版，專用選項）、SAP ERP（私人雲端版，專用選項）角色與責任紀錄文件（SAP 網站或依請求提供給客戶）中指明為「額外服務」的雲端服務系統相關具體任務。

3.6. As part of the Cloud Service, SAP will (i) provide the initial installation of the Subscription Software in the Computing Environment, (ii) setup and configure relevant hardware/ software and monitoring/managing tools for the Computing Environment and Customer Systems, and (iii) introduce Customer to SAP's support and communications procedures. "Systems" means one or more interrelated and interdependent components such as databases, servers, networks, load balancers, web dispatchers, tenants, etc. which when taken as a whole are used to operate a tier. Each combination of components used within each tier is equivalent to one System.

作為雲端服務的一部分，SAP 將採取以下動作：(i) 在計算環境中執行訂閱軟體之初始安裝、(ii) 針對計算環境安裝並設定相關硬體與軟體和監控與管理工具、(iii) 向客戶介紹 SAP 的支援與通訊程序。「系統」係指運作一個層級時視為整體使用的一個或多個元件，元件之間相關且各自獨立，如資料庫、伺服器、網路、負載平衡器、網路發派器、租用戶等。各個層級內使用的每一種元件組合，皆等同於一套系統。

3.7. To the extent that the Computing Environment provided by SAP includes Microsoft software products (e.g. specified in Section "System Set-up Table" in the Order Form), Customer agrees to the comply with the following conditions in connection with the Microsoft software products:

倘若 SAP 提供的計算環境包括 Microsoft 軟體產品 (如訂購單中「系統設定表」一節所載)，則客戶同意就該 Microsoft 軟體產品遵循下列條件：

3.7.1. Customer may not remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on the Microsoft software products or that appear during use of the Microsoft software products;

客戶不得移除、修改或隱匿 Microsoft 軟體產品上出現的或使用 Microsoft 軟體產品期間出現的任何著作權、商標權或其他專有權聲明；

3.7.2. Customer may not reverse engineer, decompile, or disassemble the Microsoft software products, except and only to the extent that applicable law, notwithstanding this limitation expressly permits such activity;

即使本限制條款明確允許此活動，除在適用法律的許可範圍內，客戶不得對 Microsoft 軟體產品進行還原工程、解譯或反向組譯；

3.7.3. any warranties, liability for damages and remedies, if any, are provided solely by SAP and not by Microsoft or its affiliates or subsidiaries;

任何擔保、損害賠償責任和救濟皆僅由 SAP 提供，而非 Microsoft 或其關係企業或子公司；

3.7.4. any product support for the Microsoft software products included in the Computing Environment is provided to Customer by SAP and is not provided by Microsoft or its affiliates or subsidiaries;

任何包含在計算環境中的 Microsoft 軟體產品的產品支援皆由 SAP 提供給客戶，而非 Microsoft 或其關係企業或子公司；

3.7.5. all title and intellectual property rights in and to the Microsoft software products are owned by Microsoft or its suppliers. Microsoft software products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Customer's possession, access, or use of the Microsoft software products does not transfer any ownership of the Microsoft software products or any intellectual property rights to Customer;

Microsoft 軟體產品本身及產品中的一切權利和智慧財產權，皆由 Microsoft 或其供應商擁有。Microsoft 軟體產品受著作權法及國際著作權條約以及其他智慧財產權法律及條約保護。客戶雖持有、存取或使用 Microsoft 軟體產品，並不代表移轉 Microsoft 軟體產品之所有權或任何智慧財產權予客戶；

3.7.6. SAP may disclose Customer's information regarding the use of Microsoft software products to Microsoft or Microsoft affiliates or subsidiaries in case of audits;

在稽核時，SAP 得將客戶使用 Microsoft 軟體產品的資訊揭露給 Microsoft 或 Microsoft 的關係企業或子公司。

3.7.7. Customer acknowledges that the Microsoft software products are not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted and shall not be used in any application or situation where such Microsoft software products failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Examples of High Risk Use include: aircraft or other modes of human mass transportation, control of nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of Microsoft software products for administrative purposes, to store configuration data, engineering and/or

configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage.

客戶確認 Microsoft 軟體產品不容錯，因此不保證無錯誤或不中斷運作，且若這類 Microsoft 軟體產品失敗會導致任何死亡或嚴重的人身傷害，或導致嚴重的物理或環境損害時（以下簡稱「高風險使用」），客戶即不應使用 Microsoft 軟體產品。高風險使用的範例包括：飛機或其他人類大眾運輸模式、核設施或化學設施的控制、生命支援系統、植入式醫療設備、汽車或武器系統。高風險使用並不包括利用 Microsoft 軟體產品進行管理目的、儲存組態資料、工程和/或組態工具，或其他非操控性應用；以上用途若失敗並不會造成死亡、人員受傷或嚴重物理或環境損害。

- 3.8. **SAP Content Server Disaster Recovery Services.** SAP Content Server Disaster Recovery Services performs optimally within certain database storage limits. If purchased by Customer, Customer will reasonably cooperate with SAP to optimize Customer's use of the SAP Content Server Cloud Service, including the storage of Customer Data in such Cloud Service. SAP may suspend or limit use of the SAP Content Server Cloud Service in the event Customer fails to reasonably cooperate.

SAP 內容伺服器災難復原服務。 SAP 內容伺服器災難復原服務於特定資料庫儲存限制下可發揮最大效能。倘客戶購買，則應合理配合 SAP 以最佳化其對 SAP 內容伺服器雲端服務之使用，包含將客戶資料儲存於此類雲端服務中。若客戶違反而未合理配合，SAP 得暫停或限制對 SAP 內容伺服器雲端服務之使用。

4. **CUSTOMER RESPONSIBILITIES FOR TAILORED OPTION SERVICES** **專用選項服務的客戶責任**

- 4.1. SAP's provision, operation and support of the Cloud Service is subject to Customer's reasonable cooperation and providing, no later than five (5) business days from the effective date of this Order Form, necessary information (including any on-boarding documentation), authorizations and qualified resources for such activities, and maintaining such cooperation during the Subscription Term. Customer authorizes SAP to set up and use an administrative user in the Cloud Service systems as needed to provision and confirm Customer's subscribed usage and technical compliance of the Cloud Service. SAP shall be permitted to audit (at least once annually and in accordance with SAP standard procedures, which may include an on-site and/or remote audit) the Customer's use of the Cloud Service to verify compliance with Usage Metrics (scope), volume, and the Agreement. Customer shall cooperate reasonably in conducting such audits.

SAP 對雲端服務的供應、運作和支援需視客戶的合理合作而定，且不得晚於此訂購單生效日期五 (5) 個工作日內針對此等活動提供必要資訊 (包含上線文件)、授權及合格資源。客戶將視需要授權 SAP 在雲端服務系統中設定和使用管理使用者，以提供和確認客戶對雲端系統的訂閱使用情況和技術合規性。應准許 SAP 針對客戶雲端服務使用進行稽核 (每年至少一次，並依據包括現場及/或遠距稽核在內之 SAP 標準程序)，以核實其使用符合使用度量(範圍)、額度及合約。客戶應合理配合進行此類稽核作業。

- 4.2. Customer is responsible for the definition, documentation and execution of its business processes in the context of the Cloud Service, including, but not limited to, configuration of systems management and application and data security policies, batch processing requirements, and compliance with other governmental or regulatory requirements. Customer is responsible to provide SAP necessary and sufficient documentation of its applicable processes and Customer Add-ons in order for SAP to perform its responsibilities under the Agreement.

在雲端服務的環境中，客戶應負責其業務程序的定義、文件記載和執行，包括但不限於，系統管理和應用程式的組態及資料安全原則、批次處理要求以及其他政府或法規要求的遵從。客戶應負責向 SAP 就其適用程序及客戶附加元件提供必要充分的文件，以利 SAP 依本合約履行其職責。

- 4.3. Customer is responsible for the connection to the Cloud Service, including the Internet connection to the Point of Demarcation, and the disconnection from the Cloud Service upon expiration or termination of the Agreement. Customer shall reimburse SAP for any costs that SAP incurs due to Customer's failure to disconnect from the Cloud Service. This section survives expiration or termination of the Agreement. "**Point of Demarcation**" means for MPLS, the port on the provider switch or, in case of a VPN for access, the external interface to the Internet of the VPN device of SAP's Computing Environment.

客戶應負責雲端服務的連線，包括分界點的網路連線，及於本合約到期或終止時中斷雲端服務的連線。SAP 因客戶未中斷雲端服務之連線而產生的任何費用，應由客戶向 SAP 償付。本條於本合約到期或終止後繼續有效。

「分界點」就 MPLS 而言，係指供應商交換器上的連接埠。若就存取 VPN 而言，則係指 SAP 計算環境之 VPN 裝置網路的外部介面。

- 4.4. Customer shall use commercially reasonable efforts to ensure that Customer Data is free of all viruses, Trojan horses and comparable elements which could harm the computer systems or software used by SAP or its subcontractors to provide the Cloud Service.

客戶應盡其商業上合理之努力，確保客戶資料不含任何病毒、特洛伊木馬程式，以及可能損及 SAP 或其轉包商提供雲端服務所使用之電腦系統或軟體的類似元素。

- 4.5. In the event that any SAP equipment is required at the Customer facility, Customer shall provide a physically secure and conditioned environment for any such equipment, and Customer bears all risk for damages. SAP shall not be responsible for any damages to the extent resulting from Customer's failure to provide a physically secure and conditioned environment.

對於客戶設施處所需的任何 SAP 設備，客戶應為任何設備，提供實體上安全且具空調的環境。若因客戶未實體上安全且具空調的環境所導致之任何損害，SAP 概不負責。

- 4.6. In connection with Customer's obligations related to Customer Data under the Agreement, Customer Data includes all Customer-provided Software used in the Cloud Service environment.

對於客戶依據本合約所承擔的客戶資料相關義務而言，客戶資料包括在本雲端服務環境中使用、由客戶所提供的軟體。

- 4.7. Customer is responsible for obtaining all necessary rights from third parties required for SAP to run and host any Customer-provided software in the Cloud Service environment. Customer will, at SAP's request, provide written verification of such rights. Customer grants to SAP the nonexclusive right to use the Customer-provided software for the sole purpose of and only to the extent necessary for SAP to provide the Cloud Service.

若 SAP 要在雲端服務環境中執行及主控任何客戶提供的軟體，客戶應負責向第三方取得執行上述動作所需的所有必要權利。客戶將依 SAP 之要求，提供此等權利之書面驗證。客戶授予 SAP 非專屬之權利得使用客戶提供之軟體，惟僅限基於 SAP 提供雲端服務所限定之目的及其必要之範圍內。

- 4.8. If Customer fails to fulfil any Customer obligations set forth in this Supplement, Customer is responsible for the ramifications of such failure including delays, subsequent costs, and any performance, availability, functionality, support, and/or security issues experienced with the Cloud Service.

若客戶未能履行本補充條款中所列載的任何客戶義務，則客戶應對此項未能履行所導致的後果負責，包括延遲、後續成本，以及雲端服務遇到的任何效能、可用性、功能、支援及/或安全性問題。

- 4.9. For avoidance of doubt, support and maintenance services provided under this Agreement are solely for the Subscription Software and must not be used to support any third-party solutions or other SAP products, including SAP products purchased under a separate agreement between an affiliate of Customer and SAP (or a distributor of SAP products). Customer acknowledges that if Customer uses any such services for other SAP products or third-party solutions without a separate valid SAP support agreement for such products, SAP will invoice Customer the applicable accrued fees associated with such time period of use plus a reinstatement fee for support for such products.

為避免疑義，本合約規定之支援及維護服務，僅供訂閱軟體之用，且不得用於支援任何第三方解決方案，包括依客戶之關係企業與 SAP (或 SAP 產品之經銷商) 間所簽訂之個別合約所購買的 SAP 產品。客戶理解倘其未就其他 SAP 產品或第三方解決方案簽訂個別有效的 SAP 支援合約，但卻將任何前開服務用於此類產品時，SAP 將向客戶開具前開使用期間相關適用的累積費用，加計支援此等產品的復用費。

5. **ADDITIONAL TERMS FOR RISE WITH SAP S/4HANA CLOUD, PRIVATE EDITION, TAILORED OPTION SERVICES**

額外條款 RISE WITH SAP S/4HANA CLOUD (私人版，專用選項) 服務

In addition to Sections 1 through 4 above, the following additional terms apply to RISE with S/4HANA Cloud, private edition, tailored option:

除上述之 1 到 4 條，下列額外條款適用於 RISE with S/4HANA Cloud (私人版，專用選項)：

5.1. **Bundled Cloud Services.**

搭售性雲端服務。

5.1.1. If Customer subscribes to the RISE with SAP S/4HANA Cloud, private edition, tailored option, Customer will receive access to the following additional Cloud Services subject to the limitations indicated herein (collectively, “Bundled Cloud Services”):

倘客戶訂閱 RISE with SAP S/4HANA Cloud (私人版，專用選項)，客戶即可取得下列額外雲端服務 (以下通稱「搭售性雲端服務」) 的存取權限：

5.1.1.1. each of the following Cloud Services for which Customer does not have an existing subscription: SAP Digital Supplier Network (Ariba Network); SAP Logistics Business Network, freight collaboration option (“SAP LBN”); SAP Asset Intelligence Network (“SAP AIN”); SAP Process Insights, base package (“SAP BPI”); SAP Signavio Process Manager (“Signavio PM”); and SAP Signavio Process Collaboration Hub (“Signavio Collaboration Hub”).

下列每一項客戶當前未訂閱的雲端服務：SAP Digital Supplier Network (Ariba Network)；SAP Logistics Business Network：協同貨運選項 (以下稱「SAP LBN」)；SAP Asset Intelligence Network (以下稱「SAP AIN」)；SAP Process Insights：基本套件 (以下稱「SAP BPI」)；及 SAP Signavio Process Manager (以下稱「Signavio PM」)；SAP Signavio Process Collaboration Hub (以下稱「Signavio Collaboration Hub」)。

5.1.2. Use of each Bundled Cloud Service is subject to the supplemental terms located at <http://www.sap.com/agreements-cloud-supplement> and the following limitations:

每一項搭售性雲端服務之使用，均應受補充條款 (其網址為：<http://www.sap.com/agreements-cloud-supplement>) 及下列限制之規範：

5.1.2.1. for SAP Digital Supplier Network (Ariba Network), access does not include Supplier enablement or deployment and is limited to 2,000 Documents;

關於 SAP Digital Supplier Network (Ariba Network)，存取權限不包括供應商賦能或部署，並以 2,000 筆文件為限；

5.1.2.2. for SAP LBN, access is limited to 1,000 Documents and to either (a) one Logistics Service Provider and access to one digital forwarder (for the U.S., UberFreight and for Europe, InstaFreight) or (b) two Logistics Service Providers;

關於 SAP LBN，限制存取 1,000 筆文件，並限用於：(a) 一家物流服務供應商，存取一家數位貨運承攬公司 (在美國為 UberFreight，在歐洲則為 InstaFreight) 或 (b) 兩家物流服務供應商；

5.1.2.3. for SAP AIN, access is limited to 200 Devices, 2 Connections, and 10 partner Portal Invitees;

關於 SAP AIN，存取權限限用於 200 台裝置、2 個連線及 10 位業務夥伴入口網站受邀者；

5.1.2.4. for SAP BPI, access is limited to one production tenant, to a one-time data upload of a maximum of 50GB of Storage, and supports the connection to one ERP system;

關於 SAP BPI，存取權限限用於一個正式運作用戶，最多 50 GB 儲存空間的一次性資料上傳，以及支援連線至一個 ERP 系統；

5.1.2.5. for Signavio PM, access is limited to 3 Users; and

關於 Signavio PM，存取權限限用於 3 個使用者；且

5.1.2.6. for Signavio Collaboration Hub, access is limited to 10 Users.

關於 Signavio Collaboration Hub，存取權限限用於 10 個使用者。

5.1.3. The Support Policy for SAP Cloud Services applies to the Bundled Cloud Services.

SAP 雲端服務之支援政策適用於搭售性雲端服務。

5.1.4. The Service Level Agreement for SAP Cloud Services applies to the Bundled Cloud Services.

SAP 雲端服務之服務層級協議適用於搭售性雲端服務。

5.1.5. The EU Access option is not available for Bundled Cloud Services.

EU Access 選項不適用於搭售性雲端服務。

5.1.6. At Customer’s option and with a subscription to the RISE with SAP S/4HANA Cloud, private edition, tailored option, Customer may access the following additional services made available at the following web links below. These additional services may be subject to additional legal terms and conditions. Where there is a conflict between the additional legal terms and conditions and the Agreement, the additional legal terms and conditions shall control.

基於客戶選擇及 RISE with SAP S/4HANA Cloud (私人版，專用選項) 訂閱，客戶得存取下列網站連結中提供的額外服務。這些額外服務可能受到其他法律條款和條件的規範。若其他法律條款和條件與本合約發生牴觸，該法律條款及條件應優先適用。

- 5.1.6.1. For SAP Custom Code Migration App (formerly, “Custom Code Analyzer”), access is made available at <https://blogs.sap.com/abap-custom-code-analysis-using-sap-cloud-platform>; 關於 SAP Custom Code Migration 應用程式 (前稱「Custom Code Analyzer」)，可在下列網址存取：<https://blogs.sap.com/abap-custom-code-analysis-using-sap-cloud-platform>；
- 5.1.6.2. For Process Discovery by SAP, access is made available at <http://www.s4hana.com>; and 關於 SAP 提供的 Process Discovery，可在下列網址存取：<http://www.s4hana.com>；以及
- 5.1.6.3. For SAP Readiness Check, access is made available at <http://www.sap.com/readinesscheck>. 關於 SAP Readiness Check，可在下列網址存取：<http://www.sap.com/readinesscheck>。

5.2. Currently Supported Version of Subscription Software.

訂閱軟體的當前支援版本。

- 5.2.1. Customer shall use, and all installations including the initial install of Subscription Software in the Computing Environments shall be, a version or release of the Subscription Software for which software maintenance and user support are current, as provided by the software vendor as specified in the relevant license agreement with such vendor. For SAP Subscription Software such support (which is set forth in the applicable Order Form) is provided according to the current maintenance phases of SAP software releases as stated in <https://support.sap.com/releasestrategy>. For the purpose of this provision, “current” herein relates to “Mainstream Maintenance.”

客戶應在計算環境中使用並完成所有安裝 (含初始安裝) 的訂閱軟體，應為軟體供應商訂立之相關授權合約中，由其提供目前軟體維護和使用者支援之訂閱軟體版本。就 SAP 訂閱軟體而言，軟體支援 (如適用的訂購單所述) 係依 <https://support.sap.com/releasestrategy> 記載之 SAP 軟體版本最新維護階段提供支援。就本條款目的而言，「目前」係指「主要維護。」

- 5.2.2. Customer acknowledges that if Customer is not on a version of the Subscription Software under current maintenance (or if SAP is not able to perform such upgrades due to the lack of Customer’s cooperation), (i) SAP’s abilities for the provision of support may be limited and SAP shall assume no responsibilities for such limitations, and (ii) the System Availability Service Levels shall not apply.

客戶確認若其未使用目前維護的訂閱軟體，(或若 SAP 因為客戶未配合施行上述檢查而無法執行此等升級)，則會發生以下狀況：(i) SAP 提供服務之能力可能會受限，且 SAP 對於此類受限情事概不負責、(ii) 不得適用系統可用性服務層級。

- 5.3. **Limited Maintenance.** If Customer is (i) not using a Current release of the Subscription Software or (ii) has less than nine (9) months remaining (as of the start date of the Order Form) until the release is no longer Current, Customer shall upgrade its production environment of the Subscription Software to the Current release as described in SAP’s RISE Limited Maintenance Policy available at <https://www.sap.com/about/agreements/policies.html>. As such, use of Subscription Software that is not Current is at the Customer’s own discretion and risk.

限制維護。若客戶：(i) 未使用訂閱軟體之當前發行版本，或 (ii) 在發行版本不再是當前版本之前，剩餘不到九 (9) 個月的時間 (自訂購單的開始日期起算)，客戶應將其訂閱軟體的正式運作環境升級為當前發行版本，詳如 SAP 的 RISE 限制維護政策中所述，其可於下列網址取得：<https://www.sap.com/about/agreements/policies.html>。因此，是否使用非當前之訂閱軟體係由客戶自行決定並承擔其風險。

Notwithstanding the foregoing, SAP’s obligations under this Agreement and its Documentation are dependent on Customer maintaining the Subscription Software for which the release is Current. In particular, SAP is not responsible for the reliability, performance, availability, functionality, security, or any other related issues experienced with the Subscription Software that may result from running a release that is not Current and is not liable to Customer for any loss or damage that might arise from a Subscription Software’s inoperability or unavailability because it is not Current.

儘管有前開規定，SAP 依本合約及其文件應盡之義務係根據客戶是否維護其訂閱軟體使用當前發行版本。特別是，SAP 對可能因執行非當前發行版之訂閱軟體而產生之可靠性、效能、可用性、功能、安全性或任何其他相

關問題，無須承擔任何責任，並且對可能因未使用當前發行之訂閱軟體致使不可操作性或無法提供可用性而對客戶造成的任何損失或損害，概不負任何責任。

6. ADDITIONAL TERMS FOR SAP ERP, PRIVATE CLOUD EDITION, TAILORED OPTION SERVICES SAP ERP (私人雲端版，專用選項) 服務的額外條款

In addition to Sections 1 through 4 above, the following additional terms apply to SAP ERP, private cloud edition, tailored option:

除上述之 1 到 4 條，下列額外條款適用於 SAP ERP (私人雲端版，專用選項)：

- 6.1. The Cloud Service will be discontinued and no longer available after December 31, 2030, and notwithstanding any terms to the contrary in the Agreement, Customer's subscription to the Cloud Service shall not extend beyond December 31, 2030.

雲端服務將於 2030 年 12 月 31 日後中止且不再提供，儘管本合約中有任何相反之條款，客戶關於雲端服務之訂閱不應超過 2030 年 12 月 31 日。

- 6.2. Unless otherwise indicated in the Service Description Guide, the Subscription Software will be supported under Mainstream Maintenance through December 31, 2027. Thereafter, Extended Maintenance will apply for the Subscription Software from January 1, 2028 through December 31, 2030 ("Extended Maintenance Term"). Such support is provided according to the current maintenance phases of SAP software releases as described in the SAP Release and Maintenance Strategy, available at <https://support.sap.com/releasesstrategy>. Customer acknowledges and agrees that the Cloud Service fees for SAP ERP, private cloud edition, tailored option shall increase by 5% during the Extended Maintenance Term and that this increase is separate from and in addition to any fee increase set forth in the Order Form. Additionally, during the Extended Maintenance Term, the System Availability Service Level shall not apply to the Cloud Service.

除本服務說明指南中另有規定外，主要維護將持續支援訂閱軟體至 2027 年 12 月 31 日。其後，自 2028 年 1 月 1 日起至 2030 年 12 月 31 日止 (以下簡稱「延伸維護期間」)，訂閱軟體將適用延伸維護。前開支援依據當前 SAP 軟體發行版本之維護階段加以提供，其規定於 SAP 發行和維護策略，請參閱 <https://support.sap.com/releasesstrategy>。客戶知悉並同意延伸維護期間內的 SAP ERP (私人雲端版，專用選項) 雲端服務費用應調漲 5%，且此為訂購單所規定任何費用外之個別單獨調漲。此外，在延伸維護期間內，系統可用性服務層級不應適用於雲端服務。

6.3. Currently Supported Version of Subscription Software. 訂閱軟體的當前支援版本。

- 6.3.1. Subject to 6.2 above, Customer must use a version or release of the Subscription Software for which software maintenance and support are current, as provided by SAP. For purposes of this provision, "current" means it is covered by Mainstream Maintenance or Extended Maintenance as it's made available by SAP. SAP may make available Mainstream Maintenance or Extended Maintenance through a single Subscription Software version or a sequence of Subscription Software versions.

基於上開第 6.2 條規定，客戶使用的訂閱軟體版本或發行版，其軟體維護及支援應為 SAP 當前提供者。就本條目的而言，「當前」係指在 SAP 所提供主要維護或延伸維護涵蓋範圍內。SAP 得透過單一訂閱軟體版本或一系列訂閱軟體版本，提供主要維護或延伸維護。

- 6.3.2. All Customer Add-ons, simplification and incompatibility checks must be executed by Customer. Customer is responsible for evaluating the results of such checks to ensure that implemented business processes, backend and frontend applications and integrations are running after changes to the Subscription Software. If SAP is not able to perform such upgrades due to the lack of Customer's cooperation, (i) SAP's ability to provide support may be limited and SAP assumes no responsibilities for such limitations and (ii) the System Availability Service Levels in the SLA shall not apply.

客戶必須執行所有客戶附加元件、簡化程序和不相容性之檢查。客戶應負責評估此類檢查的結果，以確保已實施的業務流程、後端和前端應用程式以及整合在變更至訂閱軟體後可運作。若 SAP 因為客戶未施行上述檢查而無法執行此等升級，則：(i) SAP 提供支援之能力可能會受限，且 SAP 對於此類受限情事概不負責，以及 (ii) 不得適用 SLA 中之系統可用性服務層級。

SAP's obligations under this Agreement and its Documentation are dependent on Customer maintaining the Subscription Software for which the release is Current. In particular, SAP is not responsible for the reliability,

performance, availability, functionality, security, or any other related issues experienced with the Subscription Software that may result from running a release that is not Current and is not liable to Customer for any loss or damage that might arise from a Subscription Software's inoperability or unavailability because it is not Current.

SAP 依本合約及其文件應盡之義務係根據客戶是否維護其雲端服務軟體使用當前發行版本。特別是，SAP 對可能因執行非當前發行版之訂閱軟體而產生之可靠性、效能、可用性、功能、安全性或任何其他相關問題，無須承擔任何責任，並且對可能因未使用當前發行版之訂閱軟體致使不可操作性或無法提供可用性而對客戶造成的任何損失或損害，概不負任何責任。